

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

BE IT REMEMBERED on the 28th day of June 2019, there was conducted a Special 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

MICHAEL F. SCAIEF
DIRECTOR

MARK ESPARZA
DIRECTOR

ARTURO A. NELSON
DIRECTOR

AL VILLARREAL
DIRECTOR

DR. MARIA VILLEGAS, M.D.
ABSENT

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The Meeting was called to order by Chairman Parker, at 12:01 P.M. 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 24th day of June 2019 at 10:25 A.M.



POSTED ON WEB

June 24, 2019
at 10:25 a.m.

ACCEPTED FOR FILING
CAMERON COUNTY

JUN 24 2019

SYLVIA GARZA-PEREZ
COUNTY CLERK

IMPROVING MORE THAN JUST ROADS

AGENDA

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

3470 Carmen Avenue, Suite 5

Rancho Viejo, Texas 78575

June 28, 2019

12:00 Noon

PUBLIC COMMENTS:

1. Public Comments.

PRESENTATIONS:

2. Presentations.

A. Presentation on the Status of Cameron County Regional Mobility Authority Projects.

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:

May 10, 2019 – Regular Meeting.

B. Consideration and Approval of a Proclamation honoring Mr. Nat Lopez for his 7 years of service as a Director of the Cameron County Regional Mobility Authority Board of Directors.

C. Consideration and Approval of a Proclamation honoring Mr. Horacio Barrera for his 7 years of service as a Director of the Cameron County Regional Mobility Authority Board of Directors.

ITEMS FOR DISCUSSION AND ACTION:

4. Action Items.

A. Acknowledgement of Claims.

B. Approval of Claims.

C. Consideration and Approval of the Financial Statements and Budget Amendments for the month of April 2019.

D. Consideration and Approval of Election of Officers to the Cameron County Regional Mobility Authority Board of Directors.

- E. Discussion and Possible Action regarding the Cameron County Regional Mobility Authority's Procurement Policies.**
- F. Consideration and Approval of a renewal of a Letter of Credit with Texas Regional Bank.**
- G. Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding an Electronic Toll Collection System for the Cameron County International Toll Bridge System and the Cameron County Parks System.**
- H. Consideration and Approval to Authorize Staff to Procure the following services pursuant to TxDOT procurement requirements: Striping, Mowing, Guard Rail Repairs, Lighting, Signage, Signalization, Road Sweeping and other Maintenance Related Projects for SH 550/I 169 and other CCRMA owned Facilities.**
- I. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 9 with S&B Infrastructure, Ltd., for GEC Professional Services for the Mexican Agencies Coordination.**
- J. Consideration and Approval of a Professional Services Agreement with S&B Infrastructure, Ltd. for the CBP Primary Lane Expansion Project at the Veterans International Bridge at Los Tomates.**
- K. Consideration and Approval of Change Order No. 4 with TollPlus.**
- L. Consideration and Approval of obtaining Additional Services from Neopost USA.**
- M. Consideration and Approval of Master Lease Agreement for a Printer with Maintenance with Toshiba Utilizing the DIR CO-OP.**
- N. Consideration and Approval of a Time Extension to the Professional Services Agreement with JWH & Associates for a Traffic Study at Isla Blanca Park.**
- O. Consideration and Approval of an Amendment in the amount of \$5,940.00 to the Professional Services Agreement with JWH & Associates for a Traffic Study at Gateway Bridge.**
- P. Consideration and Approval of a Professional Services Agreement with S&B Infrastructure, Ltd. For Improvements to the Export Dock Building at the Free Trade Bridge at Los Indios.**
- Q. Consideration and Approval of Change Order Number 3 with Foremost Paving, Inc. for the Veterans Bridge FAST Lane Project.**
- R. Consideration and Approval to Accept and Close Out the Veterans Bridge FAST Lane Project.**
- S. Consideration and Authorization to Submit a BUILD Grant Application for the Veterans Bridge CBP Primary Lane Expansion Project.**
- T. Consideration and Approval of Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority.**
- U. Consideration and Approval of an Agreement between the Cameron County Regional Mobility Authority and A to Be USA LLC for Toll Collection System Integration, Implementation and Maintenance.**
- V. Consideration and Appointment of a Policy Board member and Alternate Board Member to the Rio Grande Valley Metropolitan Planning Organization Policy Committee.**

W. Consideration and Appointment of a Technical Committee Member and Alternate to the Rio Grande Valley Metropolitan Planning Organization Technical Committee.

EXECUTIVE SESSION:

5. Executive Session.

- A. Confer with Legal Counsel on an Interlocal Agreement with Cameron County regarding an Electronic Toll Collection System for the Cameron County International Toll Bridge System and the Cameron County Parks System, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).**
- B. Deliberation Regarding Acquisition of Real Property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, in Rancho Viejo, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**
- C. Confer with Legal Counsel regarding Contract with Foremost Paving, Inc. for the SH 550 Gap 1 Project, pursuant to V.T.C.A. Government Code, Section 551.071(2).**
- D. Deliberation and Discussion Concerning the Evaluation and Duties of the Cameron County Regional Mobility Authority Executive Director, Pedro Sepulveda, Jr., Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.074 (1).**
- E. Deliberation Regarding Acquisition of Real Property legally described as JY Trevino Abstract 6, 130 Acres out of 383.01 Acres, Tract C, San Martin Grant, Share 7, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**
- F. Deliberation Regarding Acquisition of Real Property legally described as JY Trevino Abstract 6, 90 Acres out of 383.01 Acres, Tract C, San Martin Grant, Share 7, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**

6. Action Relative to Executive Session.

- A. Possible Action.**
- B. Possible Action.**
- C. Possible Action.**
- D. Possible Action.**
- E. Possible Action.**
- F. Possible Action.**

ADJOURNMENT:

Signed this 24th day of June 2019



**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

Chairman Parker introduced and welcomed new Board Directors.

PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS

2-A Presentation on the Status of Cameron County Regional Mobility Authority Projects.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over a Power Point Presentation on the Status of Cameron County Regional Mobility Projects.

Director Scaief moved to acknowledge presentation as presented. The motion was seconded by Director Esparza and carried unanimously.

The 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:

May 10, 2019 – Regular Meeting.

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

Director Esparza moved to approve the minutes for May 10, 2019 Regular Meeting with corrections as presented. The motion was seconded by Director Scaief. Motion carried. Directors Nelson and Villarreal abstained.

3-B Consideration and Approval of a Proclamation honoring Mr. Nat Lopez for his 7 years of service as a Director of the Cameron County Regional Mobility Authority Board of Directors.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the contents of the Proclamation with the Board.

Director Scaief moved to approve the Proclamation honoring Mr. Nat Lopez for his 7 years of service as a Director of the Cameron County Regional Mobility Authority Board of Directors. The motion was seconded by Director Esparza and carried unanimously.

3-C Consideration and Approval of a Proclamation honoring Mr. Horacio Barrera for his 7 years of service as a Director of the Cameron County Regional Mobility Authority Board of Directors.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the contents of the Proclamation with the Board.

Director Scaief moved to approve the Proclamation honoring Mr. Horacio Barrera for his 7 years of service as a Director of the Cameron County Regional Mobility Authority Board of Directors. The motion was seconded by Director Esparza and carried unanimously.

ACTION ITEMS

4-A Acknowledgement of Claims.

Mr. Victor Barron, RMA Controller went over the Claims for Acknowledgement and presented into the record.

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

The Claims are as follows:

4-B Approval of Claims.

Mr. Victor Barron, RMA Controller went over the Claims and presented into the record.

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

The Claims are as follows:

4-C Consideration and Approval of the Financial Statements and Budget Amendments for the month of April 2019.

Mr. Adrian Rincones, RMA Chief Financial Officer went over the Financial Statements for the month of April 2019 and presented into the record.

Director Esparza moved to acknowledge the Financial Statements for the month of April 2019. The motion was seconded by Director Nelson and carried unanimously.

The Financials are as follows:

4-D Consideration and Approval of Election of Officers to the Cameron County Regional Mobility Authority Board of Directors.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and advised them of the officer positions that need to be filled.

Chairman Parker moved to appoint Director Scaief as Vice Chairman, Director Nelson as Secretary and Director Villarreal as Treasurer to the Cameron County Regional Mobility Authority Board of Directors. The motion was seconded by Director Esparza and carried unanimously.

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

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and advised them of the need to approve the Procurement Policies to meet TxDOT requirements. Mr. Sepulveda noted that the Policies had been approved by CCRMA's legal counsel and TxDOT.

Vice Chairman Scaief moved to approve the Cameron County Regional Mobility Authority's Procurement Policies. The motion was seconded by Director Esparza and carried unanimously.

The Policies are as follows:

4-F Consideration and Approval of a renewal of a Letter of Credit with Texas Regional Bank.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the purpose of having the letter of credit and the need for the renewal.

Secretary Nelson moved to approve the renewal of the Letter of Credit with Texas Regional Bank. The motion was seconded by Treasurer Villarreal and carried as follows:

NOTE: Director Scaief and Director Esparza abstained and did not participate in the discussion on Texas Regional Bank item.

AYE: Chairman Parker, Secretary Nelson and Treasurer Villarreal.

NAY: None.

ABSTAINED: Directors Scaief and Esparza abstained on Texas Regional Bank Item.

The Letter of Credit is as follows:

4-G Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding a Toll Collection System for the Cameron County International Bridge System and the Cameron County Parks System.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and the opportunity this presents for the CCRMA. Mr. Sepulveda noted that the County had already approved the Interlocal Agreement and that the CCRMA's legal counsel had reviewed and approved.

Vice Chairman Scaief moved to approve the Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding a Toll Collection System for the Cameron County International Bridge System and the Cameron County Parks System. The motion was seconded by Director Esparza and carried unanimously.

The Agreement is as follows:

4-H Consideration and Approval to Authorize Staff to Procure to meet TxDOT standards through RFQ's or RFP's the following services: Striping, Mowing, Guard Rail Repairs, Lighting, Signage, Signalization, Road Sweeping and other Maintenance Related Projects for SH 550/I 169 and other CCRMA owned Facilities.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and the need to have on call agreements with vendors for different types of services.

Director Esparza moved to approve Staff to Procure to meet TxDOT standards through RFQ's or RFP's the following services: Striping, Mowing, Guard Rail Repairs, Lighting, Signage, Signalization, Road Sweeping and other Maintenance Related Projects for SH 550/I 169 and other CCRMA owned Facilities. The motion was seconded by Treasurer Villarreal and carried unanimously.

4-I Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 9 with S&B Infrastructure, Ltd., for GEC Professional Services for the Mexican Agencies Coordination.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and the need for the Work Authorization. Mr. Sepulveda advised the Board that Cameron County had already approved the scope and fee for this item.

Secretary Nelson moved to approve Supplemental Work Authorization No. 1 to Work Authorization No. 9 with S&B Infrastructure, Ltd. for GEC Professional Services for the Mexican Agencies Coordination. The motion was seconded by Director Esparza and carried unanimously.

The Supplemental Work Authorization is as follows:

4-J Consideration and Approval of a Professional Services Agreement with S&B Infrastructure, Ltd. for the CBP Primary Lane Expansion Project at the Veterans International Bridge at Los Tomates.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and the need for the Agreement. Mr. Sepulveda noted that Cameron County had previously approved the scope and fee for this Agreement. Mr. Sepulveda further stated that CCRMA's legal counsel had approved the Agreement.

Vice Chairman Scaief moved to approve the Professional Services Agreement with S&B Infrastructure, Ltd. for the CBP Primary Lane Expansion Project at the Veterans International Bridge at Los Tomates. The motion was seconded by Director Esparza and carried unanimously.

The Agreement is as follows:

4-K Consideration and Approval of Change Order No. 4 with Toll Plus.

Mr. Adrian Rincones, CCRMA CFO went over the need for the change order as a result of providing the electronic toll collection services at the Cameron County International Bridges and Cameron County Parks System.

Director Esparza moved to approve Change Order No. 4 with Toll Plus. The motion was seconded by Vice Chairman Scaief and carried unanimously.

The Change Order is as follows:

4-L Consideration and Approval of Obtaining Additional Services with Neopost USA.

Mr. Adrian Rincones, CCRMA CFO went over the proposed additional services needed from Neopost USA regarding the outgoing mail for toll operations. Mr. Rincones went over the proposed benefits and projected savings.

Secretary Nelson moved to approve the additional services with Neopost USA. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Additional Services are as follows:

4-M Consideration and Approval of Master Lease Agreement for a Printer with Maintenance with Toshiba Utilizing the DIR CO-OP.

Mr. Adrian Rincones, CCRMA CFO, went over the services and pricing in the proposed lease agreement as well as the benefits to the CCRMA's operation. CCRMA Legal Counsel reviewed and approved the lease agreement.

Vice Chairman Scaief moved to approve the Master Lease Agreement for a Printer with Maintenance with Toshiba utilizing the DIR CO-OP. The motion was seconded by Director Esparza and carried unanimously.

The Agreement is as follows:

4-N Consideration and Approval of a Time Extension to the Professional Services Agreement with JWH & Associates for a Traffic Study at Isla Blanca Park.

Mr. Pete Sepulveda, Jr., RMA Executive Director, went over the scope of the traffic study at Isla Blanca Park. Mr. Sepulveda noted that at the request of Cameron County the CCRMA had contracted JWH & Associates to perform the traffic study and develop recommendations. Mr. Sepulveda noted that the study was 95% complete and that Cameron County Parks staff was reviewing the study. The time extension is to match the agreement between Cameron County and CCRMA.

Director Esparza moved to approve a time extension to the Professional Services Agreement with JWH & Associates for a Traffic Study at Isla Blanca Park. The motion was seconded by Secretary Nelson and carried unanimously.

The Time Extension is as follows:

4-O Consideration and Approval of an Amendment in the amount of \$5,940 to the Professional Services Agreement with JWH & Associates for a Traffic Study at Gateway Bridge.

Mr. Pete Sepulveda, Jr., RMA Executive Director, explained to the Board that at the request of Cameron County, the CCRMA contracted with JWH & Associates to conduct a traffic study at Gateway Bridge to analyze the traffic recommendations made by the General Services Administration. JWH & Associates presented their recommendations to Cameron County and the County requested additional scope to address issues and areas not in the initial scope. Mr. Sepulveda noted that Cameron County has approved the additional scope and fee.

Vice Chairman Scaief moved to approve an amendment in the amount of \$5,940 to the Professional Services Agreement with JWH & Associates for a Traffic Study at Gateway Bridge. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Amendment to the Professional Services Agreement is as follows:

4-P Consideration and Approval of a Professional Services Agreement with S&B Infrastructure, Ltd. For Improvements to the Export Dock Building at the Free Trade Bridge at Los Indios.

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item and advised the Board that Cameron County had requested that the CCRMA design enhancements to the Customs and Border Protection Export Dock at the Free Trade Bridge at Los Indios to accommodate and process Transmigrante Traffic. This agreement will allow for the design of the improvements needed. Mr. Sepulveda advised the Board that the County had approved the scope and fee contained in the agreement.

Secretary Nelson moved to approve the Professional Services Agreement with S&B Infrastructure, Ltd., for improvements to the Export Dock Building at the Free Trade Bridge at Los Indios. The motion was seconded by Director Esparza and carried unanimously.

The Agreement is as follows:

4-Q Consideration and Approval of Change Order Number 3 with Foremost Paving, Inc. for the Veterans Bridge FAST Lane Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the Board that this Change Order covered additional seeding required by the General Services Administration. Mr. Sepulveda advised the Board that Cameron County has approved the additional funding.

Director Esparza moved to approve Change Order Number 3 with Foremost Paving, Inc. for the Veterans Bridge FAST Lane Project. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Change Order is as follows:

4-R Consideration and Approval to Accept and Close Out the Veterans Bridge FAST Lane Project.

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

4-S Consideration and Authorization to Submit a BUILD Grant Application for the Veterans Bridge CBP Primary Lane Expansion Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the Board that an application was going to be prepared by CCRMA staff and submitted to the U.S. Department of Transportation for potential funding for the project. Mr. Sepulveda mentioned that any local match would be provided by Cameron County.

Treasurer Villarreal moved to authorize the submittal of the BUILD Grant application for the Veterans Bridge CBP Primary Lane Expansion Project. The motion was seconded by Secretary Nelson and carried unanimously.

4-T Consideration and Approval of Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority.

Mr. Pete Sepulveda, Jr., went over the purpose of the Interlocal Agreement advising the Board that Cameron County wanted to extend the term of the existing interlocal agreement. Mr. Sepulveda advised the Board that the scope and fee has been previously approved by Cameron County.

Secretary Nelson moved to approve the Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Agreement is as follows:

4-U Consideration and Approval of an Agreement between the Cameron County Regional Mobility Authority and A to Be USA LLC for Toll Collection System Integration, Implementation and Maintenance.

Mr. Adrian Rincones, CCRMA CFO, went over the proposed agreement explaining that the Vendor was properly procured and selected by the Board and that this step was to approve the actual agreement for them to perform and provide the services being requested by the CCRMA.

Director Esparza moved to approve the Agreement between the Cameron County Regional Mobility Authority and A to Be USA LLC for Toll Collection System Integration, Implementation and Maintenance. The motion was seconded by Vice Chairman Scaief and carried unanimously.

The Agreement is as follows:

4-V Consideration and Appointment of a Policy Board member and Alternate Board Member to the Rio Grande Valley Metropolitan Planning Organization Policy Committee.

Vice Chairman Scaief moved to appoint Chairman Parker as the Policy Board Member and Secretary Nelson as the Alternate Policy Board Member. The motion was seconded by Director Esparza and carried unanimously.

4-W Consideration and Appointment of a Technical Committee member and Alternate to the Rio Grande Valley Metropolitan Planning Organization Technical Committee.

Director Esparza moved to Appoint CCRMA Executive Director Pete Sepulveda, Jr. as the Technical Committee member and CCRMA CFO Adrian Rincones as the Alternate technical Committee member. The motion was seconded by Secretary Nelson and carried unanimously.

EXECUTIVE SESSION ITEMS

Secretary Nelson moved to go into Executive Session at 1:14 PM. The motion was seconded by Director Esparza and carried unanimously.

- 5-A Confer with Legal Counsel on an Interlocal Agreement with Cameron County regarding an Electronic Toll Collection System for the Cameron County International Toll Bridge System and the Cameron County Parks System, Pursuant to V.T.C.A., Government Code, Section 551.071 (2)**
- 5-B Deliberation Regarding Acquisition of Real Property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, in Rancho Viejo, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**
- 5-C Confer with Legal Counsel regarding Contract with Foremost Paving, Inc. for the SH 550 Gap 1 Project, pursuant to V.T.C.A. Government Code, Section 551.071(2).**
- 5-D Deliberation and Discussion Concerning the Evaluation and Duties of the Cameron County Regional Mobility Authority Executive Director, Pedro Sepulveda, Jr., Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.074 (1)**
- 5-E Deliberation Regarding Acquisition of Real Property legally described as JY Trevino Abstract 6, 130 Acres out of 383.01 Acres, Tract C, San Martin Grant, Share 7, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**
- 5-F Deliberation Regarding Acquisition of Real Property legally described as JY Trevino Abstract 6, 90 Acres out of 383.01 Acres, Tract C, San Martin Grant, Share 7, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**

Director Esparza moved to come back into open session at 1:43 P.M. The motion was seconded by Secretary Nelson and carried unanimously.

ACTION RELATIVE TO EXECUTIVE SESSION ITEMS

- 6-A Confer with Legal Counsel on an Interlocal Agreement with Cameron County regarding an Electronic Toll Collection System for the Cameron County International Toll Bridge System and the Cameron County Parks System, Pursuant to V.T.C.A., Government Code, Section 551.071 (2)**

Director Esparza moved to acknowledge report of Counsel. The motion was seconded by Vice Chairman Scaief and carried unanimously.

- 6-B Deliberation Regarding Acquisition of Real Property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, in Rancho Viejo, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**

Director Esparza moved to acknowledge report of Counsel. The motion was seconded by Vice Chairman Scaief and carried unanimously.

- 6-C Confer with Legal Counsel regarding Contract with Foremost Paving, Inc. for the SH 550 Gap 1 Project, pursuant to V.T.C.A. Government Code, Section 551.071(2).**

Director Esparza moved to acknowledge report of Counsel. The motion was seconded by Vice Chairman Scaief and carried unanimously.

- 6-D Deliberation and Discussion Concerning the Evaluation and Duties of the Cameron County Regional Mobility Authority Executive Director, Pedro Sepulveda, Jr., Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.074 (1)**

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

- 6-E Deliberation Regarding Acquisition of Real Property legally described as JY Trevino Abstract 6, 130 Acres out of 383.01 Acres, Tract C, San Martin Grant, Share 7, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**

Director Esparza moved to acknowledge report of Counsel. The motion was seconded by Vice Chairman Scaief and carried unanimously.

- 6-F Deliberation Regarding Acquisition of Real Property legally described as JY Trevino Abstract 6, 90 Acres out of 383.01 Acres, Tract C, San Martin Grant, Share 7, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**

Director Esparza moved to acknowledge report of Counsel. The motion was seconded by Vice Chairman Scaief and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Esparza and seconded by Vice Chairman Scaief and carried unanimously the meeting was **ADJOURNED** at 1:45 P.M.

APPROVED this 9th day of Aug, 2019.


CHAIRMAN FRANK PARKER, JR.

ATTESTED:


ARTURO A. NELSON, SECRETARY

**2-A PRESENTATION ON THE STATUS OF CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY PROJECTS.**

CCRMA

Project Status Presentation

JUNE 28, 2019



IMPROVING MORE THAN JUST ROADS





South Port Connector

CSJ: 0921-06-288

Project Limits: from SH 4 to Ostos Road

1	2	3	4
Typical Section 2-lane Rural Roadway with shoulders	ROW Width 1000-foot wide	Project Cost \$18 Million	Environmental Status Environmentally Cleared
5	6	7	
ROW Acquisition/Utilities: In-Place	Available Funding \$18 Million	Design 100% Design plans Approved by TxDOT	

Distance

2.0 Miles

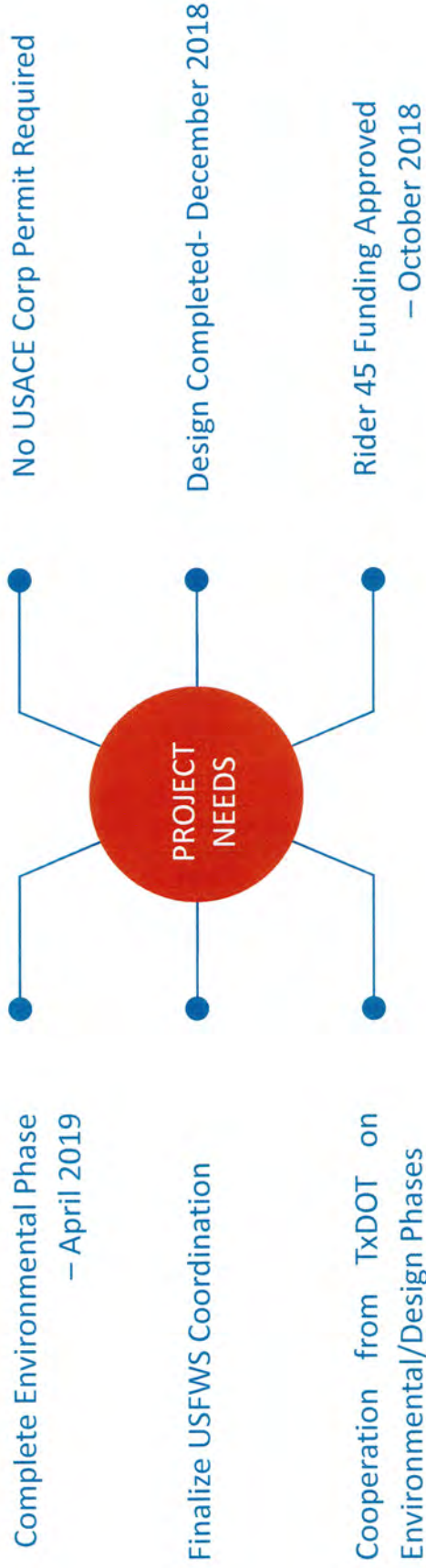
TxDOT Off System Roadway

IMPROVING MORE THAN JUST ROADS

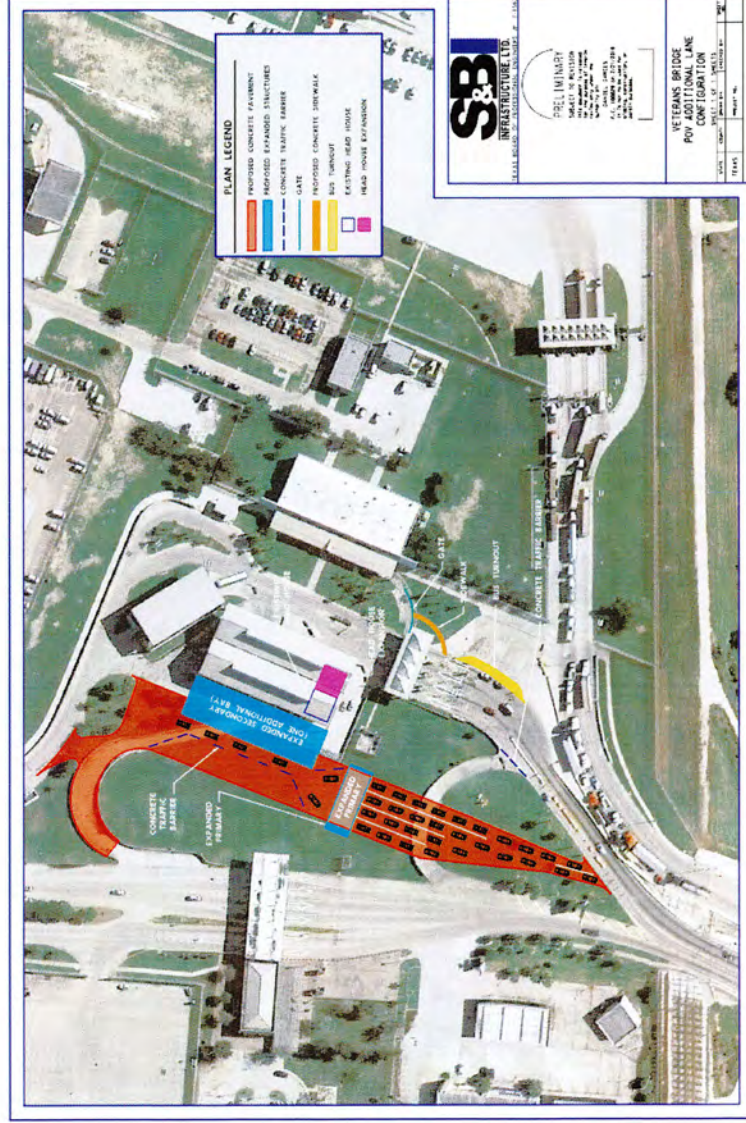


South Port Connector CSJ: 0921-06-288

Project Limits: from SH 4 to Ostos Road



Veterans International Bridge CBP Primary Lane Expansion

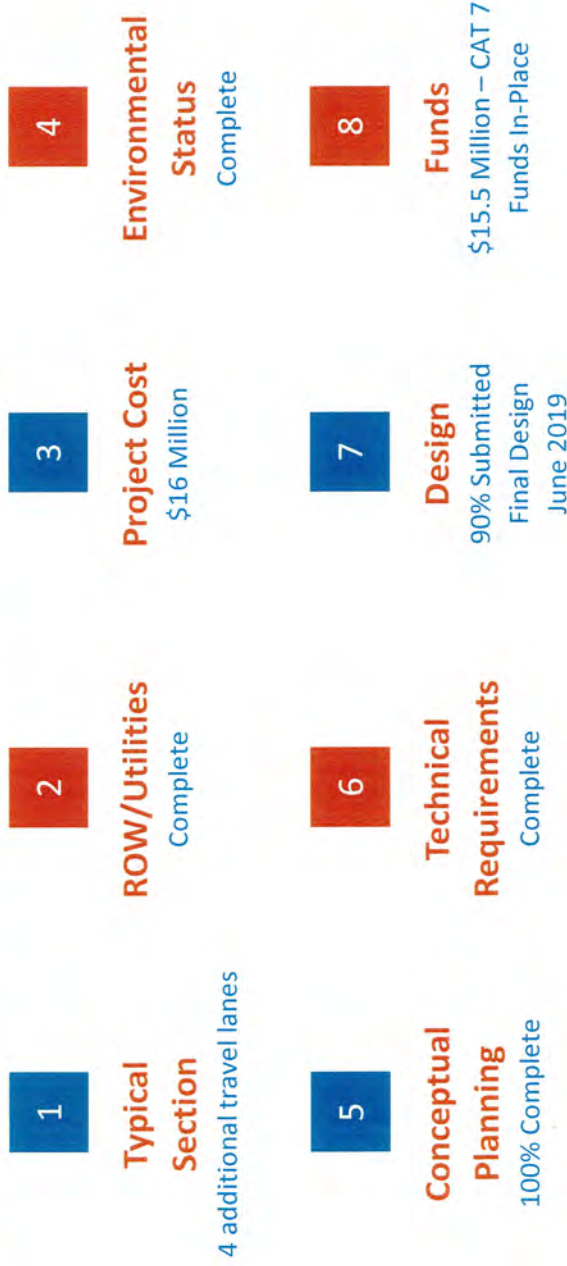


IMPROVING MORE THAN JUST ROADS



Veterans International Bridge CBP Primary Lane Expansion

Project Limits: Veterans International Bridge Port of Entry



Distance



800 feet

TxDOT Off System Roadway

IMPROVING MORE THAN JUST ROADS



Veterans International Bridge CBP Primary Lane Expansion

Project Limits: Veterans International Bridge Port of Entry

PROJECT NEEDS

01

Complete Design –
June 2019

02

Need to close
Funding Gap – Done

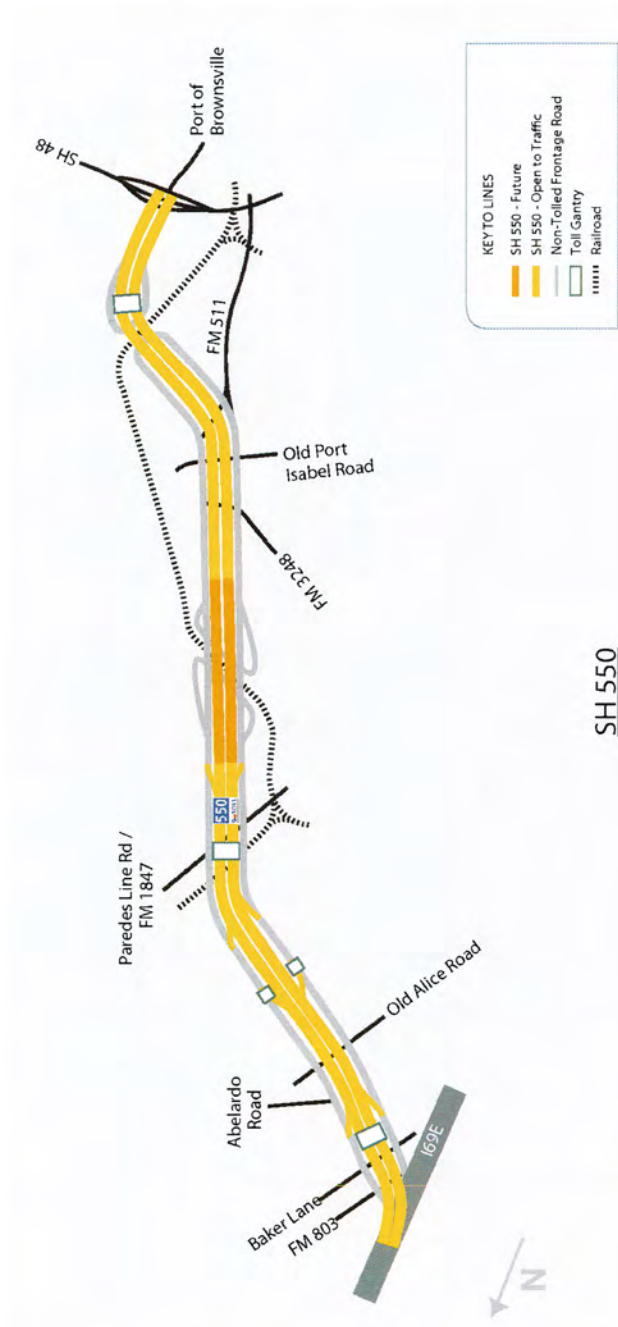
03

Cost Benefit
Analysis Complete



SH 550 GAP 2 PROJECT

CSJ: 0684-01-068



IMPROVING MORE THAN JUST ROADS



SH 550 GAP 2 PROJECT

CSJ: 0684-01-068

Project Limits: from 0.203 miles S. of FM 1847 to 1.13 miles S. of UPRR Overpass @ FM 3248

1	2	3	4
Typical Section	ROW Width	Project Cost	Environmental Status
4-lane tolled expressway with shoulders	150 to 400-foot wide	\$16 Million	Complete
5	6	7	
ROW Acquisition/Utilities	Available Funding	Design	
Complete	\$16.5 Million	Need to Update existing plans	

Distance 2.6 Miles

TxDOT Off System Roadway

IMPROVING MORE THAN JUST ROADS



SH 550 GAP 2 PROJECT CSJ: 0684-01-068

Project Limits: from 0.203 miles S. of FM 1847 to 1.13 miles S. of UPRR overpass @ FM 3248

PROJECT NEEDS:

- | | |
|---|---------------------------------------------------------|
| 1 | Update the design plans to meet interstate standards |
| 2 | Need AFA for CAT 7 Funds |
| 3 | Complete Design Plans – December 2019 |
| 4 | Coordinate with TxDOT on Approval of WA with Consultant |



OLD ALICE ROAD

CSJ: 0921-06-290



IMPROVING MORE THAN JUST ROADS



OLD ALICE ROAD
CSJ: 0921-06-290

Project Limits: from SH 550 to Sports Park Blvd.

01

Typical Section
4-lane Urban Roadway
with shoulders

02

ROW/Utilities
120-feet wide

03

Project Cost
\$15 Million

04

Environmental Status
In Progress (Categorical
Exclusion)

05

Design
Pending (County)



Distance



4.5 Miles

TxDOT Off System Roadway

IMPROVING MORE THAN JUST ROADS



OLD ALICE ROAD CSJ: 0921-06-290

Project Limits: from SH 550 to SH 100

PROJECT NEEDS:

- | | | | | | |
|---|-------------------------------------|---------------------------------------------------|---------------------------------------------------|----------------------------------|-----------------|
| 1 | Complete Environmental Phase – 2019 | Obtain USACE Corp Permits for impacts to Wetlands | Obtain Traffic Analysis for Noise Analysis – Done | Cultural Resources – In Progress | Design (County) |
|---|-------------------------------------|---------------------------------------------------|---------------------------------------------------|----------------------------------|-----------------|





MORRISON ROAD

CSJ: 0921-06-291

Project Limits: from FM 1847 to FM 511

01

Typical Section

2-lane Rural Roadway
with center turning lane

02

ROW/Utilities

120-feet wide

03

Project Cost

To be determined

04

Environmental Status
(Environmental
Assessment) Pending

05

ROW Acquisition/Utilities

Pending

06

Design

Pending



4.5 Miles



Distance

TxDOT Off System Roadway

IMPROVING MORE THAN JUST ROADS



MORRISON ROAD CSJ: 0921-06-291

Project Limits: from FM 1847 to FM 511

PROJECT NEEDS:

01

Begin
Environmental
Phase – 2019

02

Need AFA for CAT
7 Funds

03

Begin USFWS
Coordination

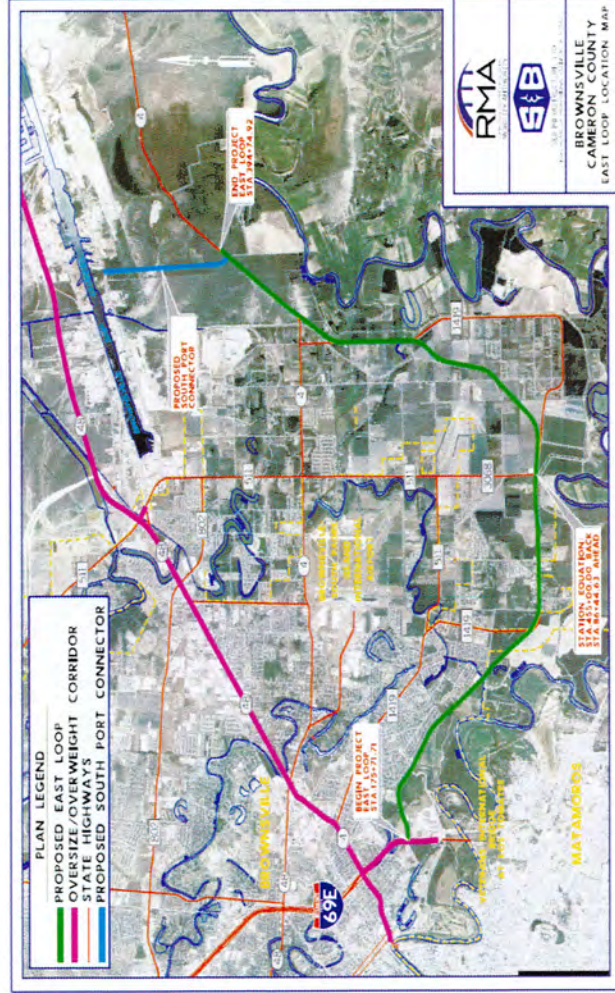
04

Negotiate and
Approve Work
Authorization with
Consultant



East Loop

CSJ: 0921-06-315



IMPROVING MORE THAN JUST ROADS



East Loop

CSJ: 0921-06-315

Project Limits: from I-69E to SH 4

01

Typical Section

4-lane to 6-lane divided
Roadway with shoulders

02

ROW/Utilities

120-400 feet wide

03

Project Cost

\$80 Million

04

Environmental Status

In Progress - combine
both documents in-house

05

ROW Acquisition/Utilities

Pending

06

Design

Pending



11.2 Miles



Distance

TxDOT Off System Roadway

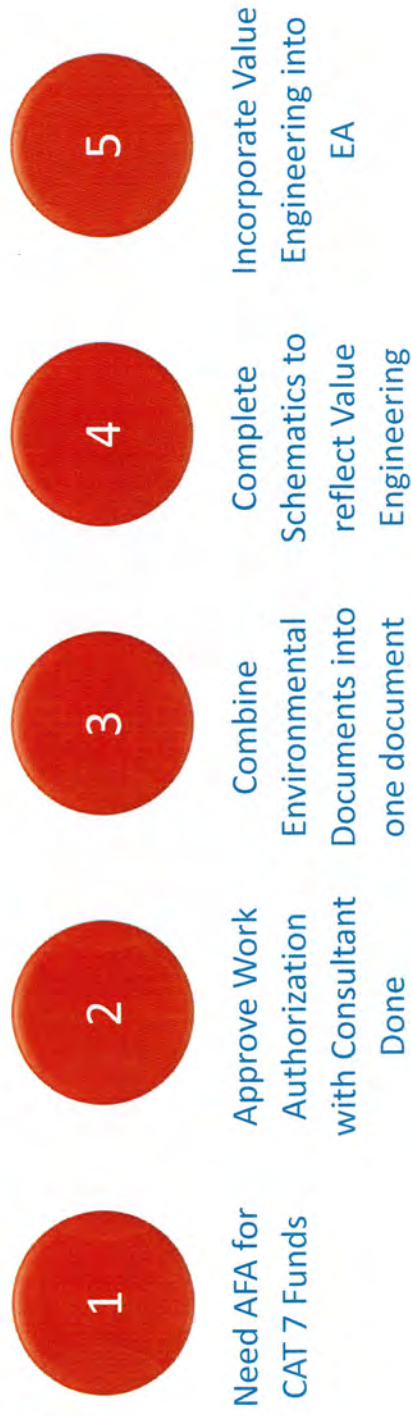
IMPROVING MORE THAN JUST ROADS



East Loop CSJ: 0921-06-315

Project Limits: from I-69E to SH 4

PROJECT NEEDS:







Indiana Avenue

CSJ: 0921-06-305

Project Limits: from 0.1 Mile North of California Road to 0.62 Mile North of F.M. 1419

01

Typical Section

2 Lane Rural Roadway

02

ROW/Utilities

120 feet wide

03

Project Cost

\$6.0 Million

04

Environmental Status

Pending

05

ROW Acquisition/Utilities

Pending

06

Design

Pending



1.40 Miles



Distance

TxDOT Off System Roadway

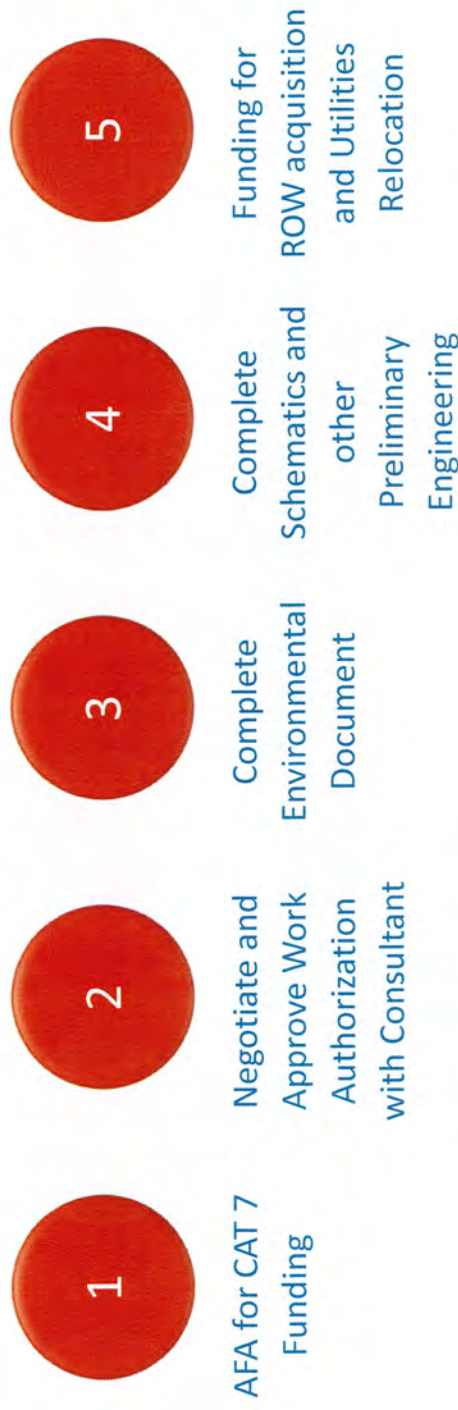
IMPROVING MORE THAN JUST ROADS



Indiana Avenue
CSJ: 0921-06-305

Project Limits: from 0.1 Mile North of California Rd. to 0.62 Mile North of F.M. 1419

PROJECT NEEDS:





West Boulevard CSJ: 0921-06-293

Exhibit A

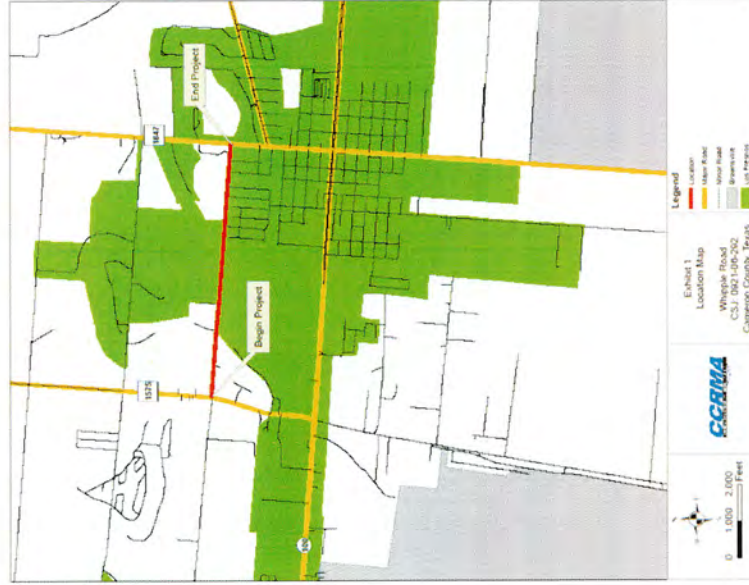


IMPROVING MORE THAN JUST ROADS



WHIPPLE ROAD

CSJ: 0921-06-292



IMPROVING MORE THAN JUST ROADS



WHIPPLE ROAD

CSJ: 0921-06-292

Project Limits: from FM 1575 to FM 1847

01

Typical Section

2-lane Rural Roadway
with shoulders

02

ROW/Utilities

80-foot wide

03

Project Cost

To Be Determined

04

Environmental Status

Pending

05

ROW Acquisition/Utilities

Pending

06

Design

Pending



1.3 Miles



Distance

TxDOT Off System Roadway

IMPROVING MORE THAN JUST ROADS



WHIPPLE ROAD

CSJ: 0921-06-292

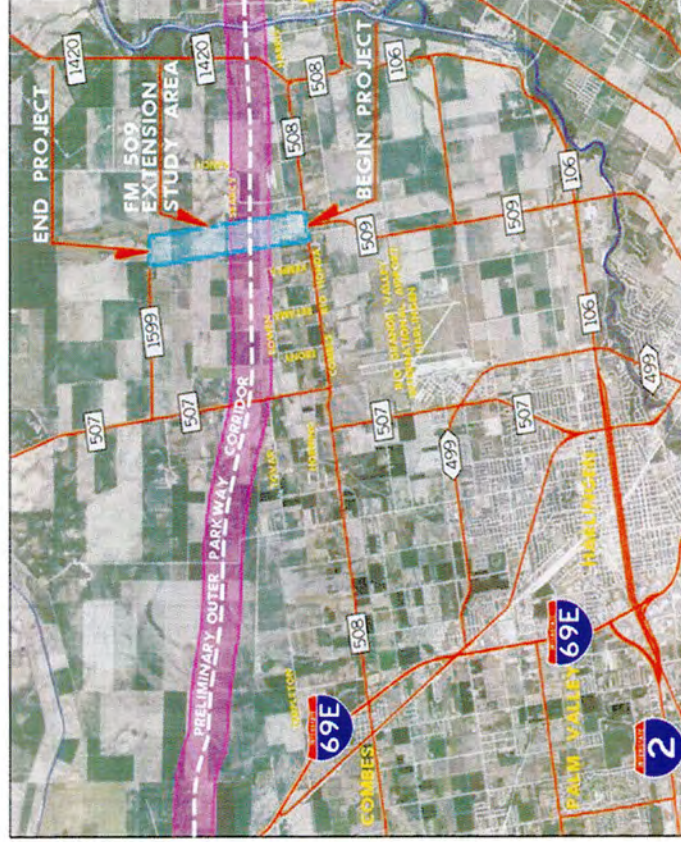
Project Limits: from FM 1575 to FM 1847

PROJECT NEEDS:

01	02	03
Begin Environmental Document	AFA for CAT 7 Funds - Done	Negotiate and Approve Work Authorization with Consultant



FM 509 CSJ: 0921-06-254



IMPROVING MORE THAN JUST ROADS



FM 509
CSJ: 0921-06-254

Project Limits: from FM 508 to FM 1599

01	02	03
Typical Section 2 Lane Rural Roadway	ROW/Utilities 150 feet wide	Project Cost \$6.6 Million
04	05	06
Environmental Status Fall 2019	ROW Acquisition/Utilities Pending	Design Pending



2.3 Miles



Distance

TxDOT System Roadway

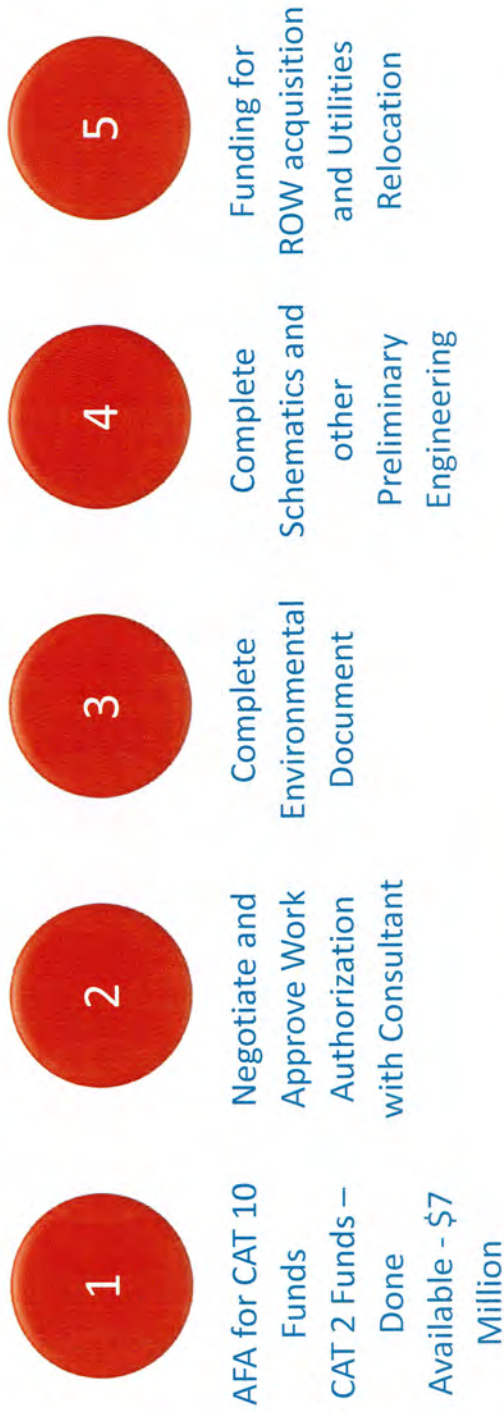
IMPROVING MORE THAN JUST ROADS



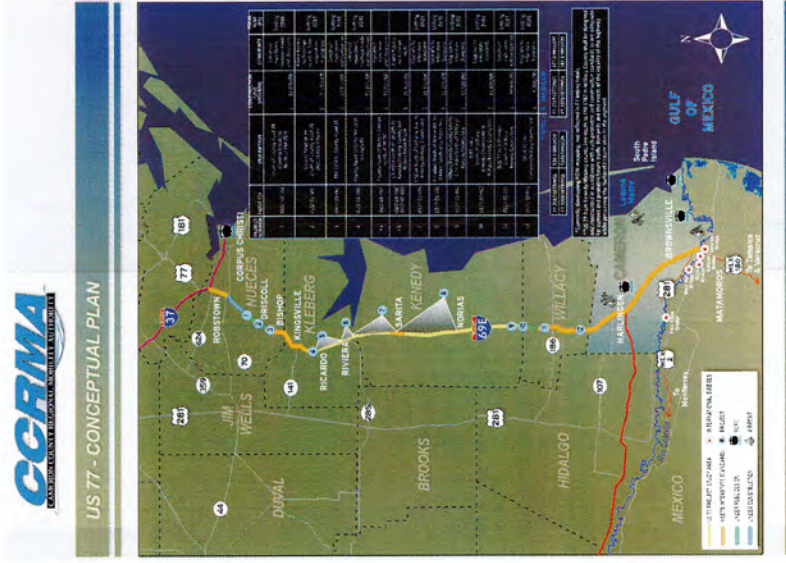
FM 509
CSJ: 0921-06-254

Project Limits: from FM 508 to FM 1599

PROJECT NEEDS:



U.S. 77 Conceptual Plan



4-A ACKNOWLEDGEMENT OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement June 21, 2019

100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Alert Termite & Pest	Alert Termite & Pest Control Co	8456	\$ 420.00	Alert Pest Control Admin 6.4.19	Indirect	Y	Local	Ope
BNY	Bank of New York Mellon	2522203145	1,534.00	BNY Mellon Admin Fees 4.27.19-4.26.20 VRF Revenue Bonds, Series 2010A & 2010B	Indirect	Y	Local	Ope
Bryant Industrial Se	Bryant Industrial Services, LLC	06-10498	12,500.00	Removal of Project Material SPI 2nd Access	South Padre Island 2nd	Y	Local	Ope
Chairman Frank Parke	Chairman Frank Parker Jr	Chairman Parker	529.32	Chairman Frank Parker Travel to Austin MPO signing with Gov. Abbott	Indirect	Y	Local	Ope
Lone Star Shredding	Lone Star Shredding Document Storage	1950938	112.50	Lone Star Shredding June 2019	Indirect	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2716.800-03	1,741.92	S&B Cultural Resources	Naranjo Road - City	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Admin Ste 3	35.68	VMUD Admin Ste 3	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Admin Ste 5	34.17	VMUD Admin Ste 5	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Admin Ste 6	34.92	VMUD Admin Ste 6	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Admin Ste 7	36.43	VMUD Admin Ste 7	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Ste 4	34.92	VMUD Admin Ste 4	Indirect	Y	Local	Ope
Total Operations			<u>17,013.86</u>					

525 - Tolls

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Angel T Perez	Angel Timoteo Perez	061819	\$ 70.00	SD Angel Perez SH550 Closure	Indirect	Y	Local	Mer
Angel T Perez	Angel Timoteo Perez	061919	175.00	SD Angel Perez SH550 Closure	Indirect	Y	Local	Mer
Daniel Huerta	Daniel Huerta	061819	70.00	SD Daniel Huerta SH550 Closure 6.18.19	Indirect	Y	Local	Mer
Daniel Huerta	Daniel Huerta	061919	175.00	SD Daniel Huerta SH550 Closure 6.19.19	Indirect	Y	Local	Mer
PAM	Professional Account Management, LLC	PAM balance	2,910.09	TLO Logistics collections balance payment	Indirect	Y	Local	Mer
PUB	Public Utilities Board	PUB SH550 588837	267.62	PUB SH550 588837 June 2019	Port Spur -	Y	Local	Mer
Time Warner Cable	Time Warner Cable Business Class	0121858060919	1,839.09	TWC Spectrum Inv. 0121858060919	Indirect	Y	Local	Mer
US Post Master	US Post Master	USPS Replenishment	15,000.00	USPS Replenishment	Indirect	Y	Local	Mer
Verizon Wireless	Verizon Wireless	7859512581	57.32	Verizon Acct#924587176-0001	Indirect	Y	Local	Mer
VMUD	Valley Municipal Utility District	VMUD Tolls	43.60	VMUD Tolls	Indirect	Y	Local	Mer
Total Tolls			<u>20,607.72</u>					

Transfer Approval	Operations	\$17,013.86
	Merch	20,607.72
	Total Transfer	<u>\$37,621.58</u>



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement June 17, 2019

100 - Interlocal Agreements

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Tx-Dot Trust Fund	Texas Department of Transportation	Morrison Road	60,000.00	Morrison Road AFA Texas Department of Transportation Trust	Morrison Road	Y	Local	Open
Total Interlocal Agreements			<u>60,000.00</u>					



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement June 13, 2019

100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Bryant Industrial	Bryant Industrial Services, LLC	06-10498	\$ 12,500.00	Removal of Project Material SPI 2nd	South Padre Island 2nd Access	Y	Local	Ope
Locke Lord	Locke Lord LLP	1498670	151.88	Locke Lorde April 2019 General	Indirect	Y	Local	Ope
Locke Lord	Locke Lord LLP	1498671	12,853.23	Locke Lord April 2019 - Legislative	Indirect	Y	Local	Ope
Ruben Ibanez	Ruben Ibanez	RI Reimbursement 6.7	321.00	RI Reimbursement 6.7.19	Indirect	Y	Local	Ope
Xerox	Xerox	097091852	457.89	Xerox Admin May 2019	Indirect	Y	Local	Ope
Total Operations			<u>26,284.00</u>					

100 - Interlocal Agreements

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
JWH and Associates	JWH and Associates, Inc.	1019	\$ 6,530.00	Gateway International Bridge Analysis	CC- Gateway International Bridge Analysis	Y	Local	Ope
JWH and Associates	JWH and Associates, Inc.	1319	8,510.00	Isla Blanca Park Traffic Study	CC- Isla Blanca Park Traffic	Y	Local	Ope
JWH and Associates	JWH and Associates, Inc.	1419	6,576.83	Gateway Interational Bridge Analysis	CC- Gateway International Bridge Analysis	Y	Local	Ope
JWH and Associates	JWH and Associates, Inc.	919*	7,590.00	Isla Blanca Park Traffic Study	CC- Isla Blanca Park Traffic	Y	Local	Ope
Tx-Dot Trust Fund	Texas Department of Transporatio	Morrison Road	77,400.00	Morrison Road AFA Texas Department of Transportation Trust	Morrison Road	Y	Local	Ope
Total Interlocal Agreements			<u>106,606.83</u>					

525 - Tolls

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Franco San Miguel	FRANCISCO J SANMIGUEL	FS Reimbursement 6.1	\$ 557.38	FSM Reimbursement 6.11.19	Indirect	Y	Local	Ope
Neopost	MailFinance Inc.	N7750615	6,873.09	Neopost - Tolls 4.1.19-6.30.19	Indirect	Y	Local	Ope
Ruben Ibanez	Ruben Ibanez	RI Reimbursement 6.7	218.08	RI Reimbursement 6.7.19	Pharr-Reynosa Intl Bridge	Y	Local	Ope
US Post Master	US Post Master	USPS Permit Renewal	235.00	USPS Permit Renewal Fee	Indirect	Y	Local	Ope
Xerox	Xerox	097091853	293.54	Xerox Tolls May 2019	Indirect	Y	Local	Ope
Total Tolls			<u>8,177.09</u>					

Transfer Approval		Operations	\$ 120,390.83
		Bonds	12,500.00
		Merch	8,177.09
		Total Transfer	<u>\$ 141,067.92</u>



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement June 7, 2019

100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Adrian	Adrian Rincones	AR Reimbursement 5.3	\$ 163.91	AR Reimbursement Monterrey Expo 5.30.19	Indirect	Y	Local	Ope
Culligan	Culligan of the Rio Grande Valley	Culligan May 2019	75.86	Culligan May 2019	Indirect	Y	Local	Ope
Lone Star Shredding	Lone Star Shredding Document Storage	1950546	112.50	Lone Starr Shredding May 2019	Indirect	Y	Local	Ope
ZIEGNER	ZIEGNER TECHNOLOGIES	103464	402.00	Zeigner May 2019	Indirect	Y	Local	Ope
Total Operations			<u>754.27</u>					

525 - Tolls

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Adrian	Adrian Rincones	AR Reimbursement 5.3	\$ 1,821.32	AR Reimbursement Monterrey Expo 5.30.19	Indirect	Y	Local	Mer
Culligan	Culligan of the Rio Grande Valley	Culligan May 2019	52.99	Culligan May 2019	Indirect	Y	Local	Mer
Duncan Solutions	Law Enforcement Systems LLC	DS0000003029	322.40	Duncan Solutions (DMV Records May 2019)	Indirect	Y	Local	Mer
Emp Ema Jaramillo	Ema Jaramillo	EJ Reimbursement 5.3	144.70	EJ Reimbursement Replacement	Indirect	Y	Local	Mer
Fagan Consulting	Fagan Consulting LLC	CCOS1905	8,835.84	Fagan May 2019 Operation Support	Indirect	Y	Local	Mer
Franco San Miguel	FRANCISCO J SANMIGUEL	FSM Reimbursement	1,159.65	FSM Reimbursement 5.10.19 Pharr Maintenance & Support Travel (Jan - May 2019)	Pharr-Reynosa Intl Bridge	Y	Local	Mer
Franco San Miguel	FRANCISCO J SANMIGUEL	FSM Reimbursement 6.	65.32	FSM Reimbursement 6.4.19 (Power supply for P to P for 550)	SH 550	Y	Local	Mer
LexisNexis	LexisNexis Risk Solutions FL Inc	1546392-20190531	103.81	Lexis Nexis May 2019	Indirect	Y	Local	Mer
Matus Contractor Co	Matus Contractor Company	124	2,800.00	Matus 124 Cutting Grass , garbage collection and application of herbicide in GAP 1 Connector, DC1 and 2	Indirect	Y	Local	Mer
Matus Contractor Co	Matus Contractor Company	125	4,000.00	Matus 125 Section 3 FM550 to Hwy 77	Indirect	Y	Local	Mer
Megashine Cleaning L	Megashine Cleaning LLC	1345	1,190.00	Megashine June 2019	Indirect	Y	Local	Mer
PUB	PublicUtilities Board	PUB FM 511 May 2019	289.74	PUB SH550 Acct # 600710	Direct	Y	Local	Mer
Verizon Wireless	Verizon Wireless	7845990007	70.25	Verizon May 2019	Indirect	Y	Local	Mer
Verizon Wireless	Verizon Wireless	9830753319	93.23	Verizon May 2019	Indirect	Y	Local	Mer
Xerox Corporation	Xerox Financial Services LLC	1638167	1,000.77	Xerox Formax May 2019	Indirect	Y	Local	Mer
Xtreme Security	Xtreme Security	2076	104.85	Extreme Security Monitoring Services (6.1.19 -8.313.19)	Indirect	Y	Local	Mer
Total Tolls			<u>22,054.87</u>					

Transfer Approval

Operations	\$ 754.27
Merch	22,054.87
Total Transfer	<u>\$ 22,809.14</u>



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgment May 31, 2019

100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
AGC	AGC Solutions LLC	AGC Solutions June 2	\$ 4,060.00	AGC Solutions LLC June 2019	Indirect	Y	Local	Ope
American Express	American Express	AMEX 2019	447.74	AMEX May 2019	Indirect	Y	Local	Ope
Emp Ericka Trevino	Ericka Trevino	ET Reimbursement 5.2	88.16	ET Reimbursement 5.28.19	Indirect	Y	Local	Ope
Franco San Miguel	FRANCISCO J SANMIGUEL	FSM Reimbursement 5.	74.69	FSM Reimbursement 5.28.19 USB-C Multiport for CFO's Laptop	Indirect	Y	Local	Ope
gEXA eENERGY	Gexa Energy, LP	Gexa Energy May 2019	424.01	GEXA Energy May 2019 Admin Ste	Indirect	Y	Local	Ope
Locke Lord	Locke Lord LLP	1497122	13,134.48	Locke Lord March 2019 Inv. 1497122	Indirect	Y	Local	Ope
Locke Lord	Locke Lord LLP	1497123	2,763.01	Locke Lord March 2019 Inv. 1497123	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR	PEDRO SEPULVEDA JR.	PSJ Reimbursement	2,552.91	PSJ Reimbursement 4.25.19	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR	PEDRO SEPULVEDA JR.	PSJ Reimbursement 2.	795.03	PSJ Reimbursement 2.28.19	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR	PEDRO SEPULVEDA JR.	PSJ Reimbursement 4.	436.16	PSJ Reimbursement 4.30.19 Travel to meetings MPO, Tx Dot,	Indirect	Y	Local	Ope
Ruben Ibanez	Ruben Ibanez	RI Reimbursement 5.2	624.80	RI Reimbursement 5.28.19 (Admin Partitions) and mileage to SH550	Indirect	Y	Local	Ope
Staples Business	Staples Business Credit	Staples Business May	67.53	Staples Business 4.26.19	Indirect	Y	Local	Ope
TML Emp Health	TML Health Benefits Pool	2019-06	6,977.02	TML Health June 2019	Indirect	Y	Local	Ope
Total Operations			\$ 32,445.54					

100 - Interlocal Agreements

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Pathfinder Public Af	Pathfinder Public Affairs, Inc	16-B	\$ 8,000.00	Pathfinder CC - April Consulting Services	Indirect	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2299.1740-07	13,448.69	PS&E for Port Road Connector	South Port Connector - SH32	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2716.103-04	1,499.91	CC - Los Indios Bridge Lane Additions	CC- Veterans Bridge	Y	Local	Ope
Total Interlocal Agreements			\$ 22,948.60					

525 - Tolls

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Adrian	Adrian Rincones	AR Reimbursement 5.3	\$ 1,190.75	AR Reimbursement Monterrey Expo 5.30.19	Indirect	Y	Local	Mer
American Express	American Express	AMEX 2019	5,184.14	AMEX May 2019	Indirect	Y	Local	Mer
Emp Ericka Trevino	Ericka Trevino	ET 5.28.19 -1C	36.00	ET Reimbursement 5.28.19 -1C	Indirect	Y	Local	Mer
Emp Ericka Trevino	Ericka Trevino	ET Reimbursement 5.2	436.15	ET Reimbursement 5.28.19	Indirect	Y	Local	Mer
Emp Janett Huerta	Janett Huerta	JH Reimbursement 5.3	300.60	JH Reimbursement 5.30.19 Monterrey Expo	Indirect	Y	Local	Mer
gEXA eENERGY	Gexa Energy, LP	Gexa Energy 5/2019	153.55	Gexa Energy May 2019 Direct Connectors - SH550	Direct Connectors - SH550	Y	Local	Mer
gEXA eENERGY	Gexa Energy, LP	Gexa Energy 5/2019 S	577.60	Gexa Energy 5/2019 SH550	Direct Connectors -	Y	Local	Mer
gEXA eENERGY	Gexa Energy, LP	Gexa Energy May 2019	327.06	GEXA Energy May 2019 Admin Ste	Indirect	Y	Local	Mer
Kapsch - Maintenance	Kapsch TrafficCom USA, Inc	486020SI00275	13,390.31	Kapsch April 2019	Indirect	Y	Local	Mer
Ruben Ibanez	Ruben Ibanez	RI Reimbursement 5.2	40.60	RI Reimbursement 5.28.19 (Admin Partitions) and mileage to SH550	SH 550	Y	Local	Mer
SPI Chamber	South Padre Island Chamber of Commerce	13442	600.00	SPI Chamber Ladies Kingfish Tournament (Pete Sepulveda)	Indirect	Y	Local	Mer
Staples Business	Staples Business Credit	Staples Business May	400.35	Staples Business 4.26.19	Indirect	Y	Local	Mer
Staples Credit	Staples Credit Plan	607776	71.16	Staples - Brochures for Monterrey	Indirect	Y	Local	Mer
TML Emp Health	TML Health Benefits Pool	2019-06	5,246.46	TML Health June 2019	Indirect	Y	Local	Mer
Xerox Corporation	Xerox Financial Services	020-00601080-001	1,537.80	Xerox Formax	Indirect	Y	Local	Mer
Total Tolls			\$ 29,492.53					

Transfer Approval	Operations	\$ 55,394.14
	Merch	29,492.53
	Total Transfer	\$ 84,886.67



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgment May 24, 2019

100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Adrian	Adrian Rincones	AR Reimbursement 5.1	\$ 119.40	AR Reimbursement 5.16.19 Chart Software - Annual Subscription	Indirect	Y	Local	Ope
AFLAC	Aflac	670948	353.73	Aflac - June 2019	Indirect	Y	Local	Ope
Franco San Miguel	FRANCISCO J SANMIGUEL	FS Reimbursement 5.2	1,991.35	FSM Reimbursement 5.20.19 (Surface Pro 6 / Keyboard cover and Protection Plan)	Indirect	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2716.700-02	3,261.53	S&B Traffic Projections U2716.700-02	Morrison Road	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2716.800-02	2,342.24	S&B Cultural Resources	Naranjo Road -	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Admin Ste 3 Apr	35.68	VMUD Admin Ste 3 April 2019	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Admin Ste 4 Apr	34.55	VMUD Admin Ste 4 April 2019	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Admin Ste 5 Apr	34.55	VMUD Admin Ste 5 April 2019	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Admin Ste 6 Apr	34.55	VMUD Admin Ste 6 April 2019	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Admin Ste 7 Apr	37.19	VMUD Admin Ste 7 April 2019	Indirect	Y	Local	Ope
Total Operations			<u>8,244.78</u>					

525 - Tolls

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Emp Ema Jaramillo	Ema Jaramillo	EJ Reimbursement 5.1	\$ 144.70	EJ Reimbursement 5.17.19	Indirect	Y	Local	Mer
Prisciliano Delgado	Prisciliano Delgado	10549	200.00	Prisciliano Delgado Lawn Care May 2019	Indirect	Y	Local	Mer
PUB	Public Utilities Board	PUB May 2019 588837	225.44	PUB May 2019 - 588837	Port Spur -	Y	Local	Mer
VMUD	Valley Municipal Utility District	VMUD Tolls April 201	42.46	VMUD Tolls April 2019	Indirect	Y	Local	Mer
Total Tolls			<u>612.60</u>					

Transfer Approval	Operations	\$ 8,244.78
	Merch	612.60
	Total Transfer	<u>\$ 8,857.38</u>



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgment May 17, 2019

100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
AGC	AGC Solutions LLC	AGC Solutions LLC M	\$ 4,060.00	AGC Solutions (formally known as Rancho Viejo Pet Club LLC) May 2019	Indirect	Y	Local	Ope
Ruben Ibanez	Ruben Ibanez	RI Reimbursement 5.1	12.82	RI Reimbursement 5.13.19	Indirect	Y	Local	Ope
Total Operations			<u>4,072.82</u>					

100 - Interlocal Agreements

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Pathfinder Public Aff	Pathfinder Public Affairs, Inc	15-B	\$ 8,000.00	Pathfinder - Interlocal Agreement March	Indirect	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2716.300-04	405.34	CC - Veterans Bridge Expansion WA # 3	CC - Veterans Bridge	Y	Local	Ope
Total Interlocal Agreements			<u>8,405.34</u>					

525 - Tolls

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon	Amazon	888475656487	\$ 19.54	Amazon Toll Operations Supplies April	Indirect	Y	Local	Mer
Amazon	Amazon	978867833587	18.22	Amazon Toll Operations Supplies April	Indirect	Y	Local	Mer
Anjanelle Hernandez	Anjanelle Hernandez	AJ Reimbursement 5.8	26.91	AJ Reimbursement 5.8.19	Indirect	Y	Local	Mer
Megashine Cleaning L	Megashine Cleaning LLC	1304	1,355.00	Megashine May 2019 Janitorial Service	Indirect	Y	Local	Mer
Ruben Ibanez	Ruben Ibanez	RI Reimbursement 5.1	214.36	RI Reimbursement 5.13.19	SH 550	Y	Local	Mer
Squillstrate LLC	Squillstrate	Squillstrate 5.8.19	350.00	Squillstrate Branding Illustrated Map	Indirect	Y	Local	Mer
Time Warner Cable	Time Warner Cable Business Class	0121858050919	1,839.14	TWC Spectrum Inv. 0121858050919	Indirect	Y	Local	Mer
Total Tolls			<u>3,823.17</u>					

Transfer Approval	Operations	\$ 12,478.16
	Merch	3,823.17
	Total Transfer	<u>\$ 16,301.33</u>



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement May 10, 2019 -1

100 - Operations

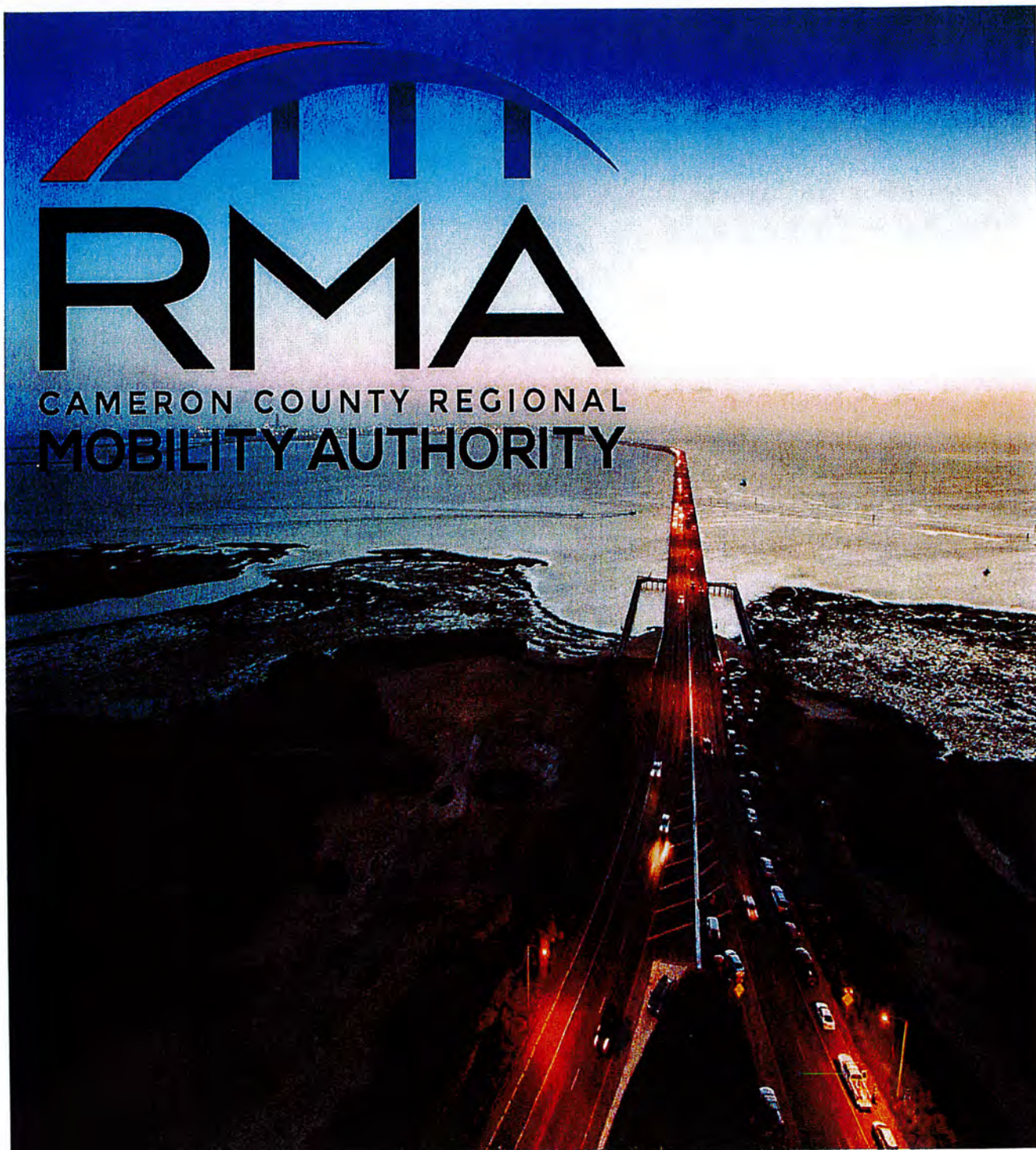
Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Pathfinder Public Af	Pathfinder Public Affairs,	16	12,000.00	Pathfinder April 2019	Indirect	Y	Local	Ope
Xerox	Xerox	096790495	457.89	Xerox Admin April 2019	Indirect	Y	Local	Ope
Total Operations			<u>12,457.89</u>					

525 - Tolls

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Franco San Miguel	FRANCISCO J SANMIGUEL	FSM Mileage Reimt	2,371.89	FS Mileage Reimbursement 9.2018, 1.31.19-3.31.19	Indirect	Y	Local	Mer
Kapsch - Maintenam	Kapsch TrafficCom USA, Inc	486020SI00148	13,390.31	Kapsch Toll System Maintenance Support March 2019	Indirect	Y	Local	Mer
LexisNexis	LexisNexis Risk Solutions FL Inc	1546392-20190430	103.81	Lexis Nexis April 2019	Indirect	Y	Local	Mer
Matus Contractor Cc	Matus Contractor Company	119	6,000.00	Matus Maintenance Section Port of Brownsville to Alton Gloo	Indirect	Y	Local	Mer
Xerox	Xerox	096790496	284.74	Xerox Tolls	Indirect	Y	Local	Mer
Xerox Corporation	Xerox Financial Services	1600319	1,000.77	Xerox Formax April 2018	Indirect	Y	Local	Mer
Total Tolls			<u>23,151.52</u>					

Transfer Approval	Operations	\$	12,457.89
	Merch		<u>23,151.52</u>
	Total Transfer	<u>\$</u>	<u>35,609.41</u>

**4-C CONSIDERATION AND APPROVAL OF THE FINANCIAL STATEMENTS AND
BUDGET AMENDMENTS FOR THE MONTH OF APRIL 2019.**



APRIL 2019 FINANCIAL REPORT

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR

JESUS A. RINCONES, CPA, CFE, CHIEF FINANCIAL OFFICER



CCRMA MONTHLY FINANCIALS

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Revenues, Expenses And Changes in Net Position - Unposted Transactions Included In Report
From 4/1/2019 Through 4/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Prior Year Actual
Operating Revenues					
Vehicle registration fees	282,650	1,864,130	3,225,000	(1,360,870)	1,816,520
TRZ revenue	0	0	475,000	(475,000)	0
Interlocal Agreement Revenue	0	10,335	100,000	(89,665)	33,823
Other revenue	0	167,081	330,000	(162,919)	166,392
Total Operating Revenues	282,650	2,041,546	4,130,000	(2,088,454)	2,016,735
Operating Expenses					
Personnel costs	53,389	500,604	826,423	325,819	453,832
Professional services	20,402	117,716	185,000	67,284	84,791
Contractual services	16,113	36,205	90,000	53,795	36,129
Advertising & marketing	2,578	3,924	25,000	21,076	17,887
Data processing	2,899	5,011	15,000	9,989	7,880
Dues & memberships	100	1,588	18,500	16,912	1,670
Education & training	0	3,967	10,000	6,034	1,200
Fiscal agent fees	3,900	8,620	50,000	41,380	8,465
Insurance	249	1,332	5,000	3,668	4,218
Maintenance & repairs	0	630	10,000	9,370	1,935
Office supplies	317	9,672	49,500	39,828	20,072
Rent	4,976	32,499	54,000	21,501	28,785
Travel	3,322	22,330	30,000	7,670	15,863
Utilities	930	6,557	12,000	5,443	5,129
Other expenses	0	0	5,000	5,000	0
Total Operating Expenses	109,173	750,654	1,385,423	634,769	687,855
Total Operating Income (Loss)	173,477	1,290,892	2,744,577	(1,453,685)	1,328,880
Non Operating Revenue					
Project Grant Revenue	0	129,631	2,565,000	(2,435,369)	4,402,625
Interest income	2,897	25,544	30,000	(4,456)	13,862
Total Non Operating Revenue	2,897	155,174	2,595,000	(2,439,826)	4,416,488
Non Operating Expenses					
Debt Interest	0	478,464	975,200	496,736	305,151
Debt Interest-LOC	0	4,255	25,000	20,745	22,150
Project Grant Expenses	19,072	42,726	0	(42,726)	0
Total Non Operating Expenses	19,072	525,445	1,000,200	474,755	327,301
Total Changes in Net Position	157,303	920,621	4,339,377	(3,418,756)	5,418,066

Unaudited Financials Subject to Change

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

- Toll Operations Revenues & Expenditures - Cash - Unposted Transactions Included In Report
From 4/1/2019 Through 4/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Toll Operating Revenues					
TPS Revenues					
	<u>136,510</u>	<u>1,110,640</u>	<u>1,850,000</u>	<u>(739,360)</u>	<u>1,133,066</u>
Total TPS Revenues	136,510	1,110,640	1,850,000	(739,360)	1,133,066
Interop Revenues					
Interop Revenue	71,219	384,261	650,000	(265,740)	459,920
Bridge Interoperability	<u>37,444</u>	<u>217,509</u>	<u>325,000</u>	<u>(107,491)</u>	<u>0</u>
Total Interop Revenues	108,663	601,769	975,000	(373,231)	459,920
Revenue from Toll Collections					
Collections P1	587	9,591	0	9,591	7,979
Other Toll Revenues					
Interlocal Agreement Revenue	3,829	26,462	150,000	(123,538)	26,599
Other Revenue	<u>10,000</u>	<u>10,000</u>	<u>0</u>	<u>10,000</u>	<u>0</u>
Total Other Toll Revenues	13,829	36,462	150,000	(113,538)	26,599
Total Toll Operating Revenues	<u>259,589</u>	<u>1,758,462</u>	<u>2,975,000</u>	<u>(1,216,538)</u>	<u>1,627,565</u>
Toll Operating Expenses					
Personnel Costs					
	<u>50,525</u>	<u>381,721</u>	<u>833,257</u>	<u>451,536</u>	<u>272,437</u>
Total Personnel Costs	50,525	381,721	833,257	451,536	272,437
Transaction Processing Costs					
	<u>42,514</u>	<u>209,909</u>	<u>426,500</u>	<u>216,591</u>	<u>227,325</u>
Total Transaction Processing Costs	42,514	209,909	426,500	216,591	227,325
Toll System Maintenance/IT					
	<u>10,933</u>	<u>125,515</u>	<u>258,750</u>	<u>133,235</u>	<u>124,871</u>
Total Toll System Maintenance/IT	10,933	125,515	258,750	133,235	124,871
Roadside Maintenance					
	<u>23,431</u>	<u>211,870</u>	<u>480,000</u>	<u>268,130</u>	<u>206,845</u>
Total Roadside Maintenance	23,431	211,870	480,000	268,130	206,845
CSC Indirect/Overhead Costs					
	<u>27,472</u>	<u>117,596</u>	<u>259,500</u>	<u>141,904</u>	<u>56,303</u>
Total CSC Indirect/Overhead Costs	27,472	117,596	259,500	141,904	56,303
Total Toll Operating Expenses	<u>154,874</u>	<u>1,046,611</u>	<u>2,258,007</u>	<u>1,211,396</u>	<u>887,780</u>
Total Operating Income (Loss)	<u>104,715</u>	<u>711,851</u>	<u>716,993</u>	<u>(5,142)</u>	<u>739,785</u>
Non Operating Revenues					
	<u>0</u>	<u>0</u>	<u>2,248,938</u>	<u>(2,248,938)</u>	<u>0</u>
Total Non Operating Revenues	0	0	2,248,938	(2,248,938)	0
Non Operating Expenses					
Debt Interest					
	<u>0</u>	<u>843,352</u>	<u>2,248,938</u>	<u>1,405,586</u>	<u>1,124,469</u>
Total Debt Interest	0	843,352	2,248,938	1,405,586	1,124,469
Total Non Operating Expenses	<u>0</u>	<u>843,352</u>	<u>2,248,938</u>	<u>1,405,586</u>	<u>1,124,469</u>
Changes in Net Position	<u>104,715</u>	<u>(131,500)</u>	<u>716,993</u>	<u>(848,493)</u>	<u>(384,684)</u>

Unaudited Financials Subject to Change

2

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report
 From 4/1/2019 Through 4/30/2019
 (In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Prior Year Actual
Operating Revenues					
Vehicle registration fees	282,650	1,864,130	3,225,000	(1,360,870)	1,816,520
Interlocal Agreement Revenue	3,829	36,797	250,000	(213,203)	60,422
Toll revenues	245,761	1,722,000	2,825,000	(1,103,000)	1,351,570
Other revenue	10,000	177,081	330,000	(152,919)	166,392
Total Operating Revenues	542,239	3,800,008	6,630,000	(2,829,992)	3,394,904
Operating Expenses					
Personnel costs	103,914	882,325	1,659,680	777,355	726,269
Accounting software and services	402	4,143	10,000	5,857	2,466
Professional services	20,000	114,037	175,000	60,964	82,325
Contractual services	16,113	42,748	130,000	87,252	38,169
Advertising & marketing	4,382	18,782	85,000	66,219	34,514
Data processing	2,899	5,011	15,000	9,989	7,880
Dues & memberships	100	6,714	23,500	16,786	5,446
Education & training	0	5,702	20,000	14,299	2,257
Fiscal agent fees	3,900	8,620	50,000	41,380	8,465
Insurance	16,184	55,983	100,000	44,017	48,491
Maintenance & repairs	1,965	12,418	85,000	72,582	12,675
Office supplies	920	105,411	279,500	174,089	108,179
Road maintenance	33,508	325,755	633,750	307,995	285,750
Rent	6,282	41,557	76,500	34,943	39,353
Toll services	39,509	103,954	191,500	87,546	125,239
Travel	9,274	33,366	42,000	8,634	18,749
Utilities	4,696	30,741	62,000	31,259	29,410
Other expenses	0	0	5,000	5,000	0
Total Operating Expenses	264,047	1,797,264	3,643,430	1,846,166	1,575,635
Net Change from Operations	278,192	2,002,743	2,986,570	(983,827)	1,819,269
Non Operating Revenue					
Interest income	2,897	25,544	30,000	(4,456)	13,862
Project Grant Revenue	0	129,631	4,813,938	(4,684,307)	4,402,625
TRZ Revenue	0	0	475,000	(475,000)	0
Total Non Operating Revenue	2,897	155,174	5,318,938	(5,163,764)	4,416,488
Non Operating Expenses					
Bond Debt Expense	0	1,321,815	3,224,138	1,902,323	1,429,620
Debt Interest - LOC	0	4,255	25,000	20,745	22,150
Project Grant Expenses	19,072	42,726	0	(42,726)	0
Total Non Operating Expenses	19,072	1,368,797	3,249,138	1,880,341	1,451,770
Changes in Net Position	262,018	789,121	5,056,370	(4,267,249)	4,783,987

Unaudited Financials Subject to Change

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Capital Project Expenses - Summarized - Unposted Transactions Included In Report
From 4/1/2019 Through 4/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original
Capital Projects				
South Padre Island 2nd Access	0	16,392	0	(16,392)
Outer Parkway	0	2,942	0	(2,942)
FM 1925	0	589	0	(589)
West Rail Relocation	0	43,090	0	(43,090)
SH 550	5,831	17,144	0	(17,144)
SH 32 (East Loop)	16,298	29,043	0	(29,043)
South Port Connector - SH32	0	338,943	21,850,000	21,511,057
Whipple Road	0	156,015	251,250	95,235
FM 509	0	81,610	0	(81,610)
Morrison Road	0	3,622	337,500	333,878
Flor De Mayo Bridge	0	78,112	50,000	(28,112)
Naranjo Road - City of Brownsville	468	916	12,500	11,584
Indiana Road - COB	0	0	12,500	12,500
CC- Veterans Bridge	42,870	892,349	1,101,500	209,151
CC - Old ALice Road	2,305	20,504	225,000	204,496
Total Capital Projects	<u>67,772</u>	<u>1,681,270</u>	<u>23,840,250</u>	22,158,980

Unaudited Financials Subject to Change

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 4/30/2019
(In Whole Numbers)

	Current Year
ASSETS	
Current Assets:	
Cash and cash equivalents	2,241,687
Restricted cash accounts - debt service	6,758,670
Accounts receivable	
Accounts Receivable - Customers	62,897
TPS Accounts Receivable	2,541,661
Allowance Accounts Receivable - Tolls	(1,351,628)
TPS RBP Accounts Receivable	171,970
Vehicle Registration Fees - Receivable	(9,654)
Total Accounts receivable	1,415,246
Accounts Receivable in Collections	
Allowance for P2	(1,558,692)
Collections P2 - Duncan	2,203,995
Duncan Toll Collections P1	3,642,178
Collections P1 Allowance for Bad Debt	(3,653,875)
Total Accounts Receivable in Collections	633,607
Accounts receivable - other agencies	
Accounts Receivable - Other Agencies	3,295,834
Due from Other Agencies	1,547,351
Total Accounts receivable - other agencies	4,843,185
Total Current Assets:	15,892,396
Non Current Assets:	
Capital assets, net	105,624,067
Capital projects in progress	21,732,381
Redevelopment Assets/Other Agencies	
Other Assets	23,456
CC FAST Lanes Project Veterans Bridge	944,593
CC Primary Lanes Veterans Bridge	258,008
BND - South Port Connector	654,713
CC - Flor De Mayo	66,467
FM 509 Project	78,600
Whipple Road	154,120
Pharr Reynosa Intl Bridge Project	1,270,868
Total Redevelopment Assets/Other Agencies	3,450,825
Unamortized bond prepaid costs	109,318
Total Non Current Assets:	130,916,590
Other	151,559
Total ASSETS	146,960,545
LIABILITIES	
Current Liabilities	
Accounts payable	
AP - Operations	112,480
AP - Project Exenditures	168,409
Total Accounts payable	280,888
Accrued expenses	440,184
Payroll liabilities	9,547
Deferred revenue	3,550
Total Current Liabilities	734,168
Non Current Liabilities	

Unaudited Financials Subject to Change

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 4/30/2019
(In Whole Numbers)

	<u>Current Year</u>
Due to other agencies	
Cameron County	167,500
South Port Connector - Interlocal	685,207
Pharr-Reynosa Project- Accumulation	1,569,866
Cameron County POV Expansion Veterans	242,998
Cameron County Intl Bridge Interlocal	1,034,723
FM 509 Project	<u>76,060</u>
Total Due to other agencies	3,776,354
Due to TxDot	
TxDot FAA - South Padre Island	12,991,920
TxDot FAA - West Parkway	2,244,589
TxDot FAA - Outer Parkway	<u>780,179</u>
Total Due to TxDot	16,016,688
Long term bond payable	<u>76,195,872</u>
Total Non Current Liabilities	95,988,914
Other	
Deferred Inflows	<u>15,839</u>
Total Other	<u>15,839</u>
Total LIABILITIES	<u>96,738,921</u>
 NET POSITION	
Beginning net position	<u>48,611,951</u>
Total Beginning net position	48,611,951
Changes in net position	<u>1,609,673</u>
Total Changes in net position	<u>1,609,673</u>
Total NET POSITION	<u>50,221,624</u>
 TOTAL LIABILITIES AND NET POSITION	<u><u>146,960,545</u></u>

Unaudited Financials Subject to Change

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 4/30/2019

(In Whole Numbers)

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from Vehicle Registration Fees	282,650	2,652,780
Receipts from MSB/Interop Toll revenues	92,945	533,345
Receipts from TPS Toll Revenues	110,341	1,799,678
Receipts from Other Operating Revenues	1,538	213,878
Payments to Vendors	(213,209)	(941,439)
Payments to Employees	<u>(97,884)</u>	<u>(761,100)</u>
Total Cash Flows from Operating Activities	<u>176,381</u>	<u>3,497,142</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of Property and Equipment	0	(900)
Acquisitions of Construction in Progress	(12,053)	(2,293,509)
Payments on interest	0	(1,762,420)
Payments on Bond Principal	0	(905,000)
Bond and Debt Proceeds	0	(188,117)
Proceeds related to Redevelopment Assets	201,319	1,255,452
Advances on FAA and Grant Proceeds	<u>0</u>	<u>129,631</u>
Total Cash Flows from Capital and Related Financing Activities	<u>189,266</u>	<u>(3,764,863)</u>
Cash Flows from Investing Activities		
Receipts from Interest Income	<u>2,897</u>	<u>25,544</u>
Total Cash Flows from Investing Activities	<u>2,897</u>	<u>25,544</u>
Beginning Cash & Cash Equivalents	<u>8,605,057</u>	<u>9,920,453</u>
Ending Cash & Cash Equivalents	<u><u>8,973,601</u></u>	<u><u>9,678,275</u></u>

Unaudited Financials Subject to Change



Toll Operations April Updates

Updates from April

Updates	Comments
57 Enrolled new vehicles to TxTag in the office.	34% Tag Penetration Rate for April.
5 new commercial accounts	-Four of the new companies established RBP accounts. One did not want an RBP account but paid off their balance. - 18 additional companies were contacted. Pending to collect from these companies a total of \$38,927.24 - Commercial team collected \$22,076.32 for the month of April.
TPS Collection	A total of 2,253 invoices were transferred for a total value of \$148,678.11
Total # of new vehicles posting to PBM = 9,552	USA Plate = (7,432 TX & 834 Out of State) Mexico Plate = 1,286
Phone Calls Received for the month 3,335. Average call time 2:43 minutes, Average ring time is 11 secs.	Goal is to reduce ring time to 10 secs. Abandoned Calls = 133 CSR Missed Calls = 60 6.1% Unanswered Calls

Ongoing Items

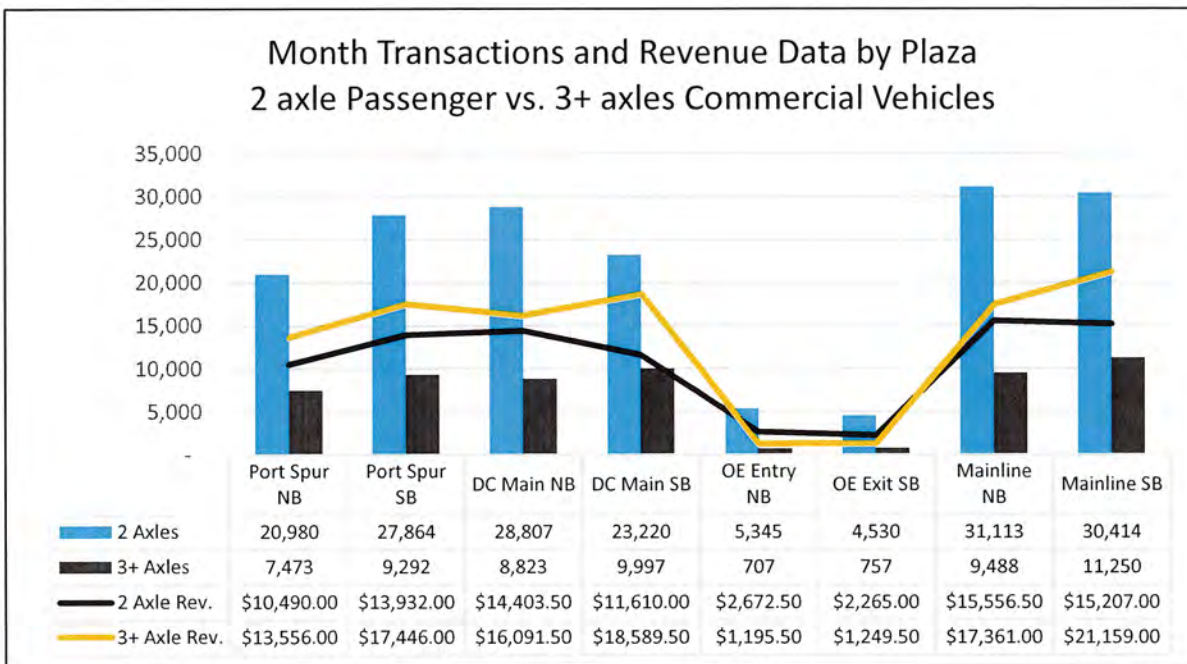
Upcoming Changes	Comments

Attached:

- April Traffic Totals
- Payments Received for the April
- Year Mail Batch Summary
- Out of State April Report
- Image Review Totals for the month and year comparisons
- Code-Off Totals for the month and year comparisons

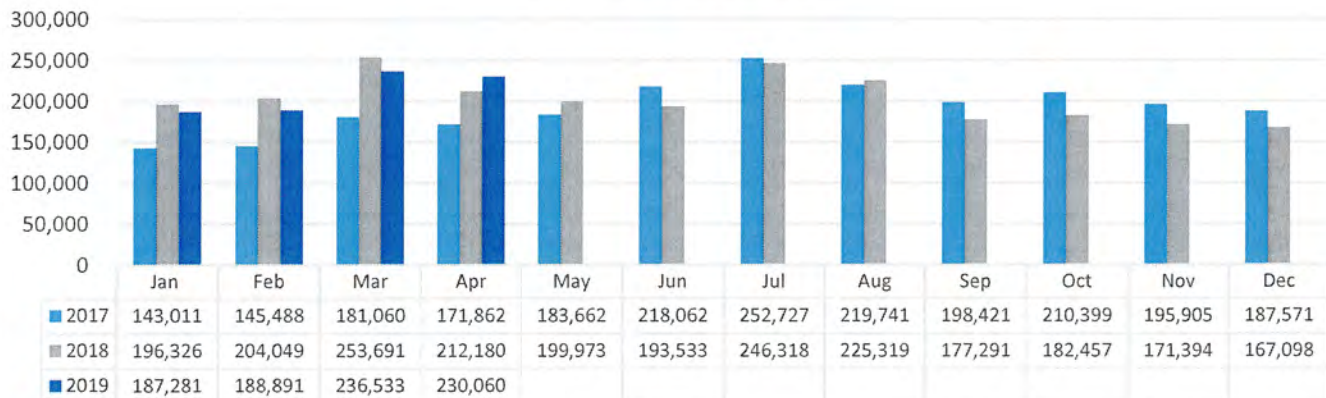


April Transaction and Revenue Data by Axle				
2 Axle Passenger Vehicle vs. 3+ Axles Commercial Vehicle				
per Plaza				
Plaza	2 Axles	3+ Axles	2 Axle Rev.	3+ Axle Rev.
Port Spur NB	20,980	7,473	\$ 10,490.00	\$ 13,556.00
Port Spur SB	27,864	9,292	\$ 13,932.00	\$ 17,446.00
DC Main NB	28,807	8,823	\$ 14,403.50	\$ 16,091.50
DC Main SB	23,220	9,997	\$ 11,610.00	\$ 18,589.50
OE Entry NB	5,345	707	\$ 2,672.50	\$ 1,195.50
OE Exit SB	4,530	757	\$ 2,265.00	\$ 1,249.50
Mainline NB	31,113	9,488	\$ 15,556.50	\$ 17,361.00
Mainline SB	30,414	11,250	\$ 15,207.00	\$ 21,159.00
Total by Axles	172,273	57,787	\$ 61,714.50	\$ 106,648.00
Month Total		230,060	\$	192,784.50



Year to Year Traffic Comparison 2017-2019

SH 550 Transactions



Transactions for the year increased 8% from 2018



Payment Processing

2019

Source	Payment Mode	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
CSC Payments	Bank												
	Cashier Check					\$3.66							
	Cash	\$2,614.83	\$2,380.25	\$2,807.83	\$4,711.13								
	Check	\$26,998.81	\$14,470.76	\$21,118.44	\$11,147.34								
	CreditCard	\$10,732.54	\$8,579.17	\$11,442.67	\$7,291.39								
	DebitCard	\$27,013.47	\$22,012.20	\$23,502.54	\$18,068.97								
	MoneyOrder	\$1,031.15	\$825.01	\$1,230.79	\$746.62								
	Total Amount	\$68,390.80	\$48,267.39	\$60,102.27	\$41,969.11	\$	\$	\$	\$	\$	\$	\$	\$
WEB Payments	Bank	\$10,842.25	\$5,311.24	\$10,696.57	\$22,148.67								
	CreditCard	\$35,551.02	\$26,825.94	\$23,434.76	\$24,051.22								
	DebitCard	\$38,652.58	\$29,715.68	\$30,565.60	\$26,011.19								
	Total Amount	\$85,045.85	\$61,852.86	\$64,696.93	\$72,211.08	\$	\$	\$	\$	\$	\$	\$	\$
Combined Total		\$ 153,436.65	\$ 110,120.25	\$ 124,799.20	\$ 114,180.19	\$	\$	\$	\$	\$	\$	\$	\$0.00
												YTD \$502,536.29	

Mail Batch Summary Report

2019

Month	Toll Bill			1st Notice			2nd Notice			Final Notice			Total Completed
	Generated	Completed	Bad Address	Generated	Completed	Bad Address	Generated	Completed	Bad Address	Generated	Completed	Bad Address	
January	10,466	10,060		6,458	5,551	903	4,310	3,377	931	4,088	3,149	938	24,909
February	9,925	9,615		3,881	3,250	620	3,394	2,690	704	4,235	3,177	1,059	21,115
March	12,551	12,876		5,886	4,272	855	3,811	2,313	866	1,292	962	309	22,453
April	17,609	15,026		5,985	4,577	636	3,614	3,024	681	4,740	2,545	930	27,419
May		2,968			1,321	221		424	118		960	326	6,338
June													-
July													-
August													-
September													-
October													-
November													-
December													-
	50,551	50,545	-	22,210	18,971	3,235	15,129	11,828	3,300	14,355	10,793	3,562	102,234

Out Of State Billing and Payments

2019



Month	Invoiced Amount (w/fees)	Amount Paid	Outstanding Amount
January	\$14,290.28	\$6,008.67	\$8,281.61
February	\$7,058.37	\$4,357.73	\$2,700.64
March	\$11,630.81	\$5,449.12	\$6,181.69
April	\$8,714.47	\$3,391.63	\$5,322.84
May			\$0.00
June			\$0.00
July			\$0.00
August			\$0.00
September			\$0.00
October			\$0.00
November			\$0.00
December			\$0.00
Total	\$41,693.93	\$19,207.15	\$22,486.78

Amounts change due to nonpayment and accrual of fees. New payments also affect balance.



OPERATION OVERVIEW

2019

Month	1st Review	2nd Review	3rd Review	3rd Review %	Total
Misread					-
January	45,470	35,721	2,026	2%	83,217
February	66,579	46,332	2,672	2%	115,583
March	81,049	66,673	4,559	3%	152,281
April	67,496	52,764	5,376	4%	125,636
May				#DIV/0!	-
June				#DIV/0!	-
July				#DIV/0!	-
August				#DIV/0!	-
September	-	-	-	#DIV/0!	-
October	-	-	-	#DIV/0!	-
November	-	-	-	#DIV/0!	-
December	-	-	-	#DIV/0!	-
Total p/Review	260,594	201,490	14,633	3%	
Total Images Processed					476,717

OPERATION OVERVIEW

April 2019

CSR	1st Review	2nd Review	3rd Review	Total
Misread			208	208
Keyla	28819			28,819
Eduardo	10045	9359		19,404
Jose	16729	1		16,730
Madeline	3537	11313		14,850
Raul	1	8140		8,141
Anjanelle	2232	5898		8,130
Brenda	5530	2589		8,119
Luis		6802		6,802
Janett		54	5371	5,425
Ema	125	4027	5	4,157
Nena		3655		3,655
Ruben	478	926		1,404
Liz				-
				-
Total Images Processed				125,844

Code Off Breakdown
by Plaza/Lane
April 2019

	Main N			Main S			Port Spur N			Port Spur S			DCN			DCS			OAN			OAS			Total				
	Ln 1	Ln 2	Ln 3	Total	Ln 4	Ln 5	Ln 6	Total	Ln 1	Ln 2	Ln 3	Total	Ln 1	Ln 2	Ln 3	Total	Ln 4	Ln 5	Ln 6	Total	Ln 1	Ln 2	Ln 3	Total		Ln 1	Ln 2	Ln 3	Total
Camera Alignment	6	29	8	43	15	33	18	66	16	11			27	12	24	36	3	80	19	102	3	17	1	21	4	1	8	9	308
No Vehicle					1	1	4	2	7	1	0		1	0	4	4	10	2	3	15	2			0		2		32	
Image Too Dark	1	228	76	305	5	19	2	26	10	40		50	2	156		158	2	247	1	250	43	25		68		9	6	872	
Image Too Bright	1	36	8	45	1	24	43	68	1	14		15	2	477		479	2	20	3	25	3	17	7	27	11	10	10	680	
Image Not Clear	4	245	79	328	16	108	7	131	6	57		63	5	166		171	1	195	16	212	46	51	2	99	19	23	23	1046	
Image Corrupted	1	11	4	16	2	8	1	11	0	5		5	2	24		26	0	32	2	34	9	5		14	17	12	12	135	
Plate Mismatch	3	2	5			1		1	0	4		4	0	4		4	0	5	1	6	1	2		3		3	0	26	
Exempt	1	334	218	553	63	311	1	375	4	225		229	1	291		292	1	195	90	286	93	109	202	101	92	92	170	2130	
Temp Plate		537	613	1150	185	891	1	1077	1	584		585	0	856		856	3	592	369	964	328	531		859	170	170	5831		
Motorcycle		20	15	35	1	29		30	0	30		30	0	32		32	0	28	8	36	8	19		27	8	5	203		
No Plate	2	150	50	202	69	272	28	369	5	105		110	2	179		181	9	126	34	169	30	92	1	123	28	77	77	1259	
Plate Obstructed		51	33	84	30	55	1	86	0	35		35	1	46		47	1	73	12	86	14	39		53	21	37	37	449	
OOB Other	1	90	22	113	11	105	0	116	0	70		70	0	58		58	0	104	14	118	18	73		91	12	5	5	583	
Non Vehicle						0	14	14	0	3		3	0	2		2	3	0	3	0	1			1		1	1	26	
Unreadable	3	377	123	503	72	300	23	395	6	201		207	11	610		621	7	370	50	427	75	198	3	276	66	91	91	2586	
Undefined		29	16	45	8	26	0	34	0	21		21	0	43		43		39	4	43	6	17		23	7	20	20	236	
Blurred Image	1	80	16	97	1	1	1	3	2	19		21	0	34		34		26	6	8				14			0	197	
Total per Plaza		3527				2809				1476			3044				2802		1903		478				560			16,599	

Code Off Rate to Transactions
for the month

**4-E CONSIDERATION AND ACTION REGARDING THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY'S PROCUREMENT PROCESS.**

4E



POLICIES AND PROCEDURES GOVERNING

Procurement of Goods and Services

Document Control

Revision #	Change Reason	Reviewer	QA Checked By	Status	Date Completed
1.0	CCRMA Approved Policies			Final	2007
2.0	Added Language regarding updated 23 CFR 172	Adrian Rincones		Final	December 2016
2.0	TxDOT Approved Policies	Norma Garza		Final	December 22, 2016
3.0	Added section 16 to provide additional clarification to 23 CFR 172	Adrian Rincones		Final	October 17, 2017
4.0	Added section 7.5(f) to reflect Board action effective as of May 10, 2018	David Irwin		Final	May 17, 2018

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 and responsive 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.

*Additional information may be provided at the discretion of 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. In the event the contract is to be paid or reimbursed with federal-aid highway program funding, the Authority shall comply with requirements and procedures set forth in Title 23 C.F.R.
- (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 Statements of Qualifications (SOQ), 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.
- (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 do not serve the best interests of the Authority.

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.

6.7 Federally Funded Services. Notwithstanding anything to the contrary in the foregoing policies, when procuring professional services that will be paid or reimbursed with federal-aid highway program funding, the Authority shall comply with requirements and procedures set forth in 23 C.F.R. Part 172. This shall include, without limitation, utilizing a two-step procurement process.

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.
- (f) Depository Services. As an alternative to competitive bidding, as determined by the Authority in its sole and absolute discretion, the Authority may solicit applications from depository banks in Cameron County, Texas, for the deposit of the Authority's public funds. Notice that the Authority intends to receive

applications from which to select a depository bank shall be published at least once each week for twenty (20) days in the officially designated newspaper of the Authority, be posted on the Authority's website, and be posted at the Cameron County Courthouse before the date to submit the application. Each application shall contain at least the following in the Authority's sole and absolute discretion:

- (1) The amount of the bank's paid-up capital stock and permanent surplus.
- (2) A statement showing the financial condition of the bank on the date of the application.
- (3) A certified check or cashier's check for at least one-half percent of the Authority's revenue for the preceding year.
- (4) The ability to qualify as a depository for public funds in accordance with state law.
- (5) Any other information necessary to comply with or satisfy any and all other requirements described in the Authority's procurement, the Authority's policies, and applicable law.

At the meeting at which the Authority selects the qualified applicant(s), the Authority shall:

- (1) Enter all applications filed with the Authority in the minutes of the meeting.
- (2) Consider the applications.
- (3) Select the qualified applicant(s) that offer the most favorable terms and conditions for the handling of the Authority's funds as determined in the sole and absolute discretion of the Board.
- (4) Designate the depository bank(s) for the Authority's funds by adopting a resolution to that effect.
- (5) Perform any other actions concerning the applications as determined by the Board of Directors 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.

SECTION 16. IMPLEMENTATION OF 23 CFR 172 COMPLIANCE.

The Authority will pursue both Federal and State forms of government aid for the development of transportation projects and will procure such services as described in these policies and further described below. The Authority follows the requirements prescribed in 23 CFR 172 for the procurement, management, and administration of engineering and design related services for the

Should be "172.5(c)"

use of Federal Government Aid on its projects. The Authority, for the ease of interpretation, has provided a response in italics of how the particular point listed in section 172(c) will be performed within its overall procurement procedures.

23 CFR 172(c) the contracting agency shall prepare and maintain written policies and procedures for the procurement, management, and administration of engineering and design related consultant services. The FHWA shall approve the written policies and procedures, including all revisions to such policies and procedures, of the STA (TxDOT) or recipient to assess compliance with applicable requirements. The STA (TxDOT) or other recipient shall approve the written policies and procedures, including all revisions to such policies and procedures, of a sub recipient to assess compliance with applicable requirements. These policies and procedures shall address, as appropriate for each method of procurement a contracting agency proposes to use, the following items to ensure compliance with Federal and State laws, regulations, and the requirements of this part:

- (1) Preparing a scope of work and evaluation factors for the ranking/selection of a consultant;

The internal management of the Authority develops the overall procurement document outlining the purpose, services desired, project scope, requirements, content, and overall scoring methodology. Management determines both the evaluation factors and scoring methodology in the context of the desired services to be procured, and provides the necessary information to proposers within the procurement document outlining the evaluation factors and selection process.

- (2) Soliciting interests, qualifications, or proposals from prospective consultants;

The Authority provides these internal policies outlining the procedures for soliciting interests, qualifications, or proposals. Furthermore the Authority provides within the specific procurement document outlining the requirements for said procurement. The Authority Procurement Policies are available online or upon request. The Authority will solicit interest in a manner to provide fair and reasonable opportunities for interested proposers to participate.

- (3) Preventing, identifying, and mitigating conflicts of interest for employees of both the contracting agency and consultants and promptly disclosing in writing any potential conflict to the STA and FHWA, as specified in 2 CFR 200.112 and 23 CFR 1.33, and the requirements of this part.

The Authority has prescribed within its Procurement Policies under section 2 Conflict Of Interest the understanding and requirements regarding Conflict of Interest disclosure to prevent, identify, and mitigate conflict of interests. In addition, the Authority requires within the specific procurement documents for any proposer including sub consultants to provide a response to the CCRMA Conflict of Interest disclosure forms in order to provide a project specific measure to mitigate and prevent conflicts of interest.

- (4) Verifying suspension and debarment actions and eligibility of consultants, as specified in 2 CFR part 1200 and 2 CFR part 180;

The Authority requires within the specific procurement documents for any proposer including sub consultants to provide a response certifying they are currently not suspended,

debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, including TxDOT as the State agency. In addition to the certification the Authority will further confirm through the Federal Government system of award management (SAM), and the Texas Comptroller the representations made on certifications are accurate.

- (5) Evaluating interests, qualifications, or proposals and the ranking/selection of a consultant;

The internal management of the Authority develops the overall procurement document outlining the purpose, services desired, project scope, requirements, content, and overall scoring methodology. Management determines both the evaluation factors and scoring methodology in the context of the desired services to be procured, and provides the necessary information to proposers within the procurement document outlining the evaluation factors and selection process. The Authority will evaluate and score proposals and provide a ranking and recommendation to the Board of Directors for selection. The Authority will prepare individual estimates for services to be provided to be used internally during the negotiation phases once consultant has been selected.

- (6) Determining, based upon State procedures and the size and complexity of a project, the need for additional discussions following RFP submission and evaluation;

The internal management of the Authority determines based on the size and complexity of the project the required procurement procedures and process to implement, and further requires the approval of TxDOT prior to commencing any procurement.

- (7) Preparing an independent agency estimate for use in negotiation with the selected consultant;

The Authority prepares individual estimates for project assignments based off its experience, complexity and scope of work, current industry environment, and any geographical and economic constraints. Once the estimate is prepared, the Authority will use this as a basis for negotiations in accordance with 40 U.S Code § 1104(b).

- (8) Selecting appropriate contract type, payment method, and terms and incorporating required contract provisions, assurances, and certifications in accordance with § 172.9;

The internal management determines the appropriate contract type and all related contract terms, provisions, assurances, and certifications in the context of the desired services to be procured. The Authority provides a contract in draft form to be included within the specific procurement document to provide all proposers and participants with the contract terms to be applicable to the specific procurement. Terms and provisions required under § 172.9 are included within the contract.

- (9) Negotiating a contract with the selected consultant including instructions for proper disposal of concealed cost proposals of unsuccessful bidders;

The Authority prepares individual estimates for project assignments based off its experience, complexity and scope of work, current industry environment, and any geographical and economic constraints. Once the estimate is prepared, the Authority will use this as a basis for negotiations in accordance with 40 U.S Code § 1104(b). Instruction for the disposal of concealed cost proposals is provided within the specific procurement document.

- (10) Establishing elements of contract costs, accepting indirect cost rate(s) for application to contracts, and assuring consultant compliance with the Federal cost principles in accordance with § 172.11;

The Authority requires within the specific procurement document, certain eligibility requirements to be provided with responses. One of these requirements is for evidence of a FAR approved indirect or overhead rate. Proposers are required to provide the most recent audited rate and documentation for the Prime Proposer including any Sub Consultants to substantiate the rate as an attachment to the procurement document. Any proposal that does not provide this information is considered ineligible to participate in the solicitation. In addition the Authority and TxDOT approve all service tasks to be paid from Federal Government Aid prior to work commencing to ensure they comply with Federal Cost Principles. Within the contract terms, consultants are required to ensure costs in which Federal Government Aid is being used must comply with Federal Cost Principles in order to be eligible for payment.

- (11) Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;

The Authority requires within the specific procurement document, certain eligibility requirements to be provided with responses. One of these requirements is for evidence of a FAR approved indirect or overhead rate. Proposers are required to provide the most recent audited rate and documentation for the Prime Proposer including any Sub Consultants to substantiate the rate as an attachment to the procurement document. Any proposal that does not provide this information is considered ineligible to participate in the solicitation. In addition the Authority and TxDOT approve all service tasks to be paid from Federal Government Aid prior to work commencing to ensure they comply with Federal Cost Principles. Within the contract terms, consultants are required to ensure costs in which Federal Government Aid is being used must comply with Federal Cost Principles in order to be eligible for payment.

- (12) Monitoring the consultant's work and compliance with the terms, conditions, and specifications of the contract;

The Authority evaluates and monitors performance on a monthly basis as the services are being provided to ensure compliance with contract terms, conditions, and specifications. On a monthly basis consultants are required to provide a summary of work performed and invoice in which the Authority evaluates for compliance.

- (13) Preparing a consultant's performance evaluation when services are completed and using such performance data in future evaluation and ranking of consultant to provide similar services;

The Authority evaluates and monitors performance on a monthly basis as the services are being provided to ensure compliance with contract terms, conditions, and specifications. On a monthly basis consultants are required to provide a summary of work performed and invoice in which the Authority evaluates for compliance. In addition the Authority will perform an evaluation at the completion of the consultant services or work task as a final evaluation of project deliverable and task. Evaluation factors include quality of project deliverable, timeliness of services provided, compliance with Federal Cost Principles, project management, and cost management.

(14) Closing-out a contract;

The Authority defines within the contract for services to be performed the manner in which the contract is eligible to be closed out. Prior to the closing of a contract the Authority will ensure all invoices have been paid for services performed, all deliverables have been provided at the level desired, and ensure the process is documented and in writing for required record keeping.

(15) Retaining supporting programmatic and contract records, as specified in 2 CFR 200.333 and the requirements of this part;

The Authority ensures consultants agree to the appropriate record keeping requirements as outlined within 2 CFR 200.333 and the requirements of 23 CFR within the contract document. The Authority, as a public entity, further practices the record keeping requirement for all project documentation including routine business operations.

(16) Determining the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;

The Authority retains legal counsel for the preparation of all contract documentation and professional opinion on the extent for which a consultant may be liable for costs resulting from errors and omissions in the work furnished under its contract and defines such process within the contract documents.

(17) Assessing administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate; and

The Authority retains legal counsel for the preparation of all contract documentation and professional opinion on the extent for which a consultant may be liable for violation or breach of contract terms and conditions, and providing for such; sanctions and penalties as may be appropriate.

(18) Resolving disputes in the procurement, management, and administration of engineering and design related consultant services.

The Authority defines within the contract for every consultant, the process and terms for resolving disputes.

**4-F CONSIDERATION AND APPROVAL OF A LETTER OF CREDIT WITH TEXAS
REGIONAL BANK.**

ENTITY AUTHORIZATION

ENTITY CERTIFICATIONS. I, FRANK PARKER, JR

(Authorization Signer's name), certify that: I am a/the CHAIRMAN

(Authorization Signer's title) designated to act on behalf of CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

(Authorizing Entity) Authorizing Entity is a POLITICAL SUBDIVISION

(type of entity, like a "non-profit" corporation) and its Taxpayer Identification Number 39-2050620

I am authorized and directed to execute an original or a copy of this Authorization to Financial Institution, and anyone else requiring a copy. Authorizing Entity is duly organized, validly existing and in good standing under the laws of Texas and is duly qualified, validly existing and in good standing in all jurisdictions where Authorizing Entity operates or owns or leases property. Authorizing Entity has the power and authority to provide this Authorization, to confer the powers granted in this Authorization and to carry on Authorizing Entity's business and activities as now conducted. The designated Agents have the power and authority to exercise the actions specified in this Authorization and Authorizing Entity properly adopted these authorizations and appointed the Agents and me to act on its behalf. Authorizing Entity will notify Financial Institution before reorganizing, merging, consolidating, recapitalizing, dissolving or otherwise materially changing ownership, management or organizational form. Authorizing Entity will be fully liable for failing to notify Financial Institution of these material changes.

☐ Authorizing Entity conducts business and other activities under the additional trade name or fictitious name of _____ and Authorizing Entity has the legal power and authority to use this trade name or fictitious name. Authorizing Entity will not use any trade name or fictitious name without Financial Institution's prior written consent and will preserve Authorizing Entity's existing name, trade names, fictitious names and franchises.

GENERAL AUTHORIZATIONS. I certify Authorizing Entity authorizes and agrees that: TEXAS REGIONAL BANK (Financial Institution) is designated to provide Authorizing Entity the financial accommodations indicated in this Authorization, subject to the Financial Institution's rules and regulations from time to time. All prior transactions obligating Authorizing Entity to Financial Institution by or on behalf of Authorizing Entity are ratified by execution of this Authorization. Any Agent, while acting on behalf of Authorizing Entity, is authorized, subject to any expressed restrictions, to make all other arrangements with Financial Institution which are necessary for the effective exercise of the powers indicated within this Authorization. The signatures of the Agents are conclusive evidence of their authority to act on behalf of Authorizing Entity. Unless otherwise agreed to in writing, this Authorization replaces any earlier related Authorization and will remain effective until Financial Institution receives and records an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of this Authorization must be accompanied by documentation, satisfactory to Financial Institution, establishing the authority for the change. Authorizing Entity agrees not to combine proceeds from collateral securing any debts owed to Financial Institution with unrelated funds.

SPECIFIC AUTHORIZATIONS. The following persons (Agents) are authorized to act on behalf of Authorizing Entity in fulfilling the purposes of this Authorization:

	Individual's Name, Title, & if applicable, Representative Entity's Name and Relationship to Authorizing Entity	Signature or Facsimile Signature
(a)	<u>FRANK PARKER, JR, CHAIRMAN</u>	
(b)	<u>PEDRO SEPULVEDA, JR, EXECUTIVE DIRECTOR</u>	
(c)	_____	_____
(d)	_____	_____
(e)	_____	_____
(f)	_____	_____

Authorizing Entity has adopted any facsimile signatures indicated above. Financial Institution may rely on those facsimile signatures that resemble the specimens within this Authorization or the specimens that Authorizing Entity periodically files with Financial Institution, regardless of by whom or by what means the signatures were affixed.

Authorizing Entity authorizes and directs the designated Agents to act, as indicated, on Authorizing Entity's behalf to:
(Indicate a, b, c, d, e and/or f to exercise each specific power):

_____ Open or close any share or deposit accounts in Authorizing Entity's name, including, without limitation, accounts such as share draft, checking, savings, certificates of deposit or term share accounts, escrow, demand deposit, reserve, and overdraft line-of-credit accounts. Number of signatures required _____

_____ Enter into and execute any preauthorized electronic transfer agreements for automatic withdrawals, deposits or transfers initiated through an electronic ATM or point-of-sale terminal, telephone, computer or magnetic tape using an access device like an ATM or debit card, a code or other similar means. Number of signatures required _____

_____ Enter into and execute commercial wire transfer agreements that authorize transfers by telephone or other communication systems through the network chosen by Financial Institution. Number of signatures required _____

_____ Endorse for cash, deposit, negotiation, collection or discount by Financial Institution any and all deposit checks, drafts, certificates of deposit and other instruments and orders for the payment of money owned or held by Trust. Number of signatures required _____



____ Sign checks or orders for the payment of money, withdraw or transfer funds on deposit with you. If Authorizing Entity authorizes and Financial Institution accepts this power with a multiple signature limitation, Authorizing Entity agrees to waive the multiple signatures requirement for any withdrawal in a format that does not allow Financial Institution an opportunity to examine signatures. Number of signatures required _____

____ Enter into and execute a written night depository agreement, a lock-box agreement or a safe deposit box lease agreement. Number of signatures required _____

AB Borrow money or obtain other credit or financial accommodation from Financial Institution on behalf of and in the name of Authorizing Entity on the terms agreed to with Financial Institution. The designated Agents may execute and endorse promissory notes, acceptances or other evidences of indebtedness. ☐ If checked, the maximum outstanding credit limit for all available credit and financial accommodation to Authorizing Entity from Financial Institution must not exceed \$ _____. Number of signatures required 2

____ Grant a security interest, lien or other encumbrance to Financial Institution in any or all real or personal property that Authorizing Entity now owns or may acquire in the future for the payment or performance of:

☐ **Specific Debts.** The debts, liabilities and obligations, and their renewals, extensions, refinancing and modifications, evidenced by (describe): _____

☐ **All Debts.** All debts, liabilities and obligations of every type and description owed now or in the future by Authorizing Entity to Financial Institution. Number of signatures required _____

____ Receive and acknowledge receipt for funds, whether payable to the order of Authorizing Entity or an Agent, without additional certification as to the use of the proceeds. Number of signatures required _____

____ Guaranty the payment and performance of debts, liabilities and obligations owed to Financial Institution or its successors and assigns by CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (Borrower):

☐ **Specific Debts.** The debts, liabilities and obligations, and their renewals, extensions, refinancing and modifications, evidenced by (describe): _____

☐ **All Debts.** All debts, liabilities and obligations, and their renewals, extensions, refinancing and modifications, that Borrower owes now or in the future to Financial Institution, to the extent allowed by law. Number of Signatures required _____

☐ **Grant a Security Interest.** The designated Agents may also grant a security interest, lien or other encumbrance to Financial Institution in any or all real or personal property that Authorizing Entity now owns or may acquire in the future for the payment or performance of this guaranty. Number of signatures required _____

AB Periodically amend, restructure, renew, extend, modify, substitute or terminate any agreements or arrangements with Financial Institution that relate to this Authorization. Number of signatures required 2

AB Execute other agreements that Financial Institution may require, and perform or cause to be performed any further action necessary to carry out the purposes of this Authorization. Number of signatures required 2

____ Other (specify) _____

____ Number of signatures required _____

INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Authorization.

SIGNATURES. By signing, I certify and agree to the terms contained in this Authorization on behalf of Authorizing Entity on 05/10/2019. I also acknowledge receipt of a copy of this Authorization.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

AUTHORIZATION'S SIGNERS:

By: Frank Parker, Jr. Date: 05/10/2019
Name: FRANK PARKER, JR., CHAIRMAN.

By: Pedro Sepulveda, Jr. Date: 6/2/2019
Attest: Name: PEDRO SEPULVEDA, JR., EXECUTIVE DIRECTOR.

FOR FINANCIAL INSTITUTION USE ONLY

Acct/Loan # 101140087 Authorization and agreement completed and effective 05/10/2019
By MICHELE ROBINSON, SENIOR VICE PRESIDENT for the Financial Institution.

PRIOR OBLIGATION INFORMATION	LOAN NUMBER	ACCT. NUMBER	NOTE DATE	CREDIT LIMIT	MATURITY DATE
	101140087	17621	05/10/18	\$2,000,000.00	05/10/19
AMENDED OBLIGATION INFORMATION	LOAN NUMBER	ACCT. NUMBER	MODIFICATION DATE	CREDIT LIMIT	
	101140087	17621	May 10, 2019	\$2,000,000.00	
	MATURITY DATE	INDEX (w/margin)	INTEREST RATE	INITIALS	
	05/10/20	Not Applicable	5.200%	207	
Creditor Use Only					

DEBT MODIFICATION AGREEMENT

DATE AND PARTIES. The date of this Debt Modification Agreement (Modification) is May 10, 2019. The parties and their addresses are:

LENDER:

TEXAS REGIONAL BANK
1801 SOUTH McCOLL ROAD
McALLEN, TX 78503
Telephone: (956) 682-2265

BORROWER:

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
a Texas POLITICAL SUBDIVISION
3461 CARMEN AVE
RANCHO VIEJO, TX 78575

1. DEFINITIONS. In this Modification, these terms have the following meanings:

A. Pronouns. The pronouns "I," "me," and "my" refer to each Borrower signing this Modification and each other person or legal entity (including guarantors, endorser, and sureties) who agrees to pay this Loan. "You" and "your" refer to the Lender, with its participants or syndicators, successors and assigns, or any person or entity that acquires an interest in the Modification or the Prior Obligation.

B. Amended Obligation. Amended Obligation is the resulting agreement that is created when the Modification amends the Prior Obligation. It is described above in the AMENDED OBLIGATION INFORMATION section.

C. Credit Limit. Credit Limit means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Modification.

D. Loan. Loan refers to this transaction generally. It includes the obligations and duties arising from the terms of all documents prepared or submitted in association with the Prior Obligation and this modification, such as applications, security agreements, disclosures, notes, agreements, and this Modification.

E. Modification. Modification refers to this Debt Modification Agreement.

F. Prior Obligation. Prior Obligation refers to my original agreement described above in the PRIOR OBLIGATION INFORMATION section, and any subsequent extensions, renewals, modifications or substitutions of it.

2. BACKGROUND. You and I have previously entered into a Prior Obligation. As of the date of this Modification, the outstanding, unpaid balance of the Prior Obligation is \$0.00. Conditions have changed since the execution of the Prior Obligation instruments. In response, and for value received, you and I agree to modify the terms of the Prior Obligation, as provided for in this Modification.

A. Previous Modifications. RENEWAL & INCREASE OF REVOLVING LINE OF CREDIT MAY 10, 2018

3. CONTINUATION OF TERMS. I agree and understand that all other terms and provisions in the Prior Obligation survive and continue in full force and effect, except to the extent that they are specifically and expressly amended by this Modification. The express amendment of a term does not amend related or other terms - even if the related or other terms are contained in the same section or paragraph of the Prior Obligation. For illustration purposes only, a modification of the interest rate to be paid during the term of the loan would not modify the default rate of interest even though both of those terms are described in the Prior Obligation in a common section titled "Interest". The term "Prior Obligation" includes the original instrument and any Previous Modifications.

4. TERMS. The Prior Obligation is modified as follows:

A. Interest. Our agreement for the payment of interest is modified to read:

(1) **INTEREST.** Interest will accrue on the unpaid Principal balance of the Loan at the rate of 5.200 percent (Interest Rate).

(a) **Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of the Loan at the Interest Rate in effect from time to time, until paid in full.

B. Maturity and Payments. The maturity and payment provisions are modified to read:



(1) **PAYMENT.** I agree to pay all accrued interest on the balance outstanding from time to time in regular payments beginning June 10, 2019, then on the same day of each month thereafter. A final payment of the entire unpaid outstanding balance of Principal and interest will be due May 10, 2020.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

(2) **Maturity.** The maturity provision is modified to read:

(a) **Maturity Date.** Consistent with our existing periodic payment arrangement, except any scheduled, final payment, I agree that the entire outstanding balance of Principal and accrued interest is due on, or before, May 10, 2020.

C. Fees and Charges. As additional consideration for your consent to enter into this Modification, I agree to pay, or have paid these additional fees and charges:

(1) **Late Charge.** If a payment is more than 10 days late, I will be charged 5.000 percent of the Amount of Payment. I will pay this late charge promptly but only once for each late payment.

5. WAIVER. I waive all claims, defenses, setoffs, or counterclaims relating to the Prior Obligation, or any document securing the Prior Obligation, that I may have. Any party to the Prior Obligation that does not sign this Modification, shall remain liable under the terms of the Prior Obligation unless released in writing by you.

6. REASON(S) FOR MODIFICATION. TO RENEW REVOLVING LINE OF CREDIT #101140087 TO ASSIST WITH CONSTRUCTION CASH FLOW CYCLE

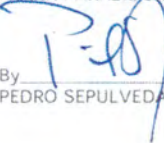
THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND, TO THE EXTENT PERMITTED BY LAW, MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

7. SIGNATURES. By signing, I agree to the terms contained in this Modification. I also acknowledge receipt of a copy of this Modification.

BORROWER:

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By 
FRANK PARKER, JR. CHAIRMAN

By 
PEDRO SEPULVEDA, JR. EXECUTIVE DIRECTOR

SECOND AMENDMENT TO COMMERCIAL LOAN AGREEMENT

DATE AND PARTIES. The date of this SECOND AMENDMENT TO COMMERCIAL LOAN AGREEMENT (AMENDMENT) is MAY 10, 2019. The parties and their addresses are as follows:

BORROWER:

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
a Texas POLITICAL SUBDIVISION
3461 CARMEN AVE
RANCHO VIEJO, TX 78575

LENDER:

TEXAS REGIONAL BANK
1801 SOUTH McCOLL ROAD
McALLEN, TX 78503

Whereas, LENDER and all parties constituting BORROWER executed COMMERCIAL LOAN AGREEMENT DATED SEPTEMBER 14, 2016, FIRST AMENDMENT TO COMMERCIAL LOAN AGREEMENT DATED MAY 10, 2018 (AGREEMENT).

Whereas, BORROWER and LENDER hereto desire to amend the AGREEMENT.

Now, therefore, in consideration of the AGREEMENT, and their mutual covenants herein, BORROWER and LENDER agree as follows:

1. Terms, which are typed herein as all capitalized words and are not defined herein shall have the same meanings as when described in the AGREEMENT.
2. THE MATURITY DATE OF THE COMMERCIAL LOAN AGREEMENT IS HEREIN AMENDED TO MAY 10, 2020
3. BORROWER certifies by its execution hereof that all of the representations and warranties set forth in the AGREEMENT are true as of this date, and that no EVENT OF DEFAULT under the AGREEMENT, and no event which, with the giving of notice or passage of time or both, would become such an EVENT OF DEFAULT, has occurred as of execution hereof, except as disclosed to LENDER.
4. Except as herein amended, the AGREEMENT continues to be the valid, binding obligation of BORROWER.

All terms and conditions of the AGREEMENT not affected or amended by this AMENDMENT are hereby ratified and confirmed.

IN WITNESS WHEREOF, this AMENDMENT has been executed by the parties hereto on the day and year first above written.

BORROWER:

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By 
FRANK PARKER, JR, CHAIRMAN

Date 6/20/2019

By 
PEDRO SEPULVEDA, JR, EXECUTIVE DIRECTOR

Date 6/28/19

LENDER:

TEXAS REGIONAL BANK

By _____
MICHELE ROBINSON, SENIOR VICE PRESIDENT

Date _____

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Commercial Loan Agreement Amendment
TX/4XXXMARIE00000000001895011N

Wolters Kluwer Financial Services ©1996, 2019 Bankers Systems™

Page 1



- 4-G CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY REGARDING AN ELECTRONIC TOLL COLLECTION
SYSTEM FOR THE CAMERON COUNTY INTERNATIONAL TOLL BRIDGE
AND THE CAMERON COUNTY PARKS SYSTEM.**

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into effective as of the ____ day of _____, 2019, by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (the "CCRMA"), a political subdivision of the State of Texas, and CAMERON COUNTY, TEXAS (the "County"), (collectively, the "Parties").

RECITALS

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

WHEREAS, the CCRMA and the County are each units of "local government" as defined in TEX. GOV'T CODE § 791.003(4); and

WHEREAS, Chapter 791 of the Texas Government Code provides that local governments may contract with each other for the performance of governmental functions and services, administrative functions as well as the purchase of goods and services in which the contracting parties are mutually interested; and

WHEREAS, this Agreement will increase the efficiency and effectiveness of the CCRMA and the County as contemplated by TEX. GOV'T CODE § 791.001; and

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

WHEREAS, on or about October 9, 2014, the CCRMA and the County entered into that certain Interlocal Agreement whereby the Parties agreed that it would be to their mutual benefit to operate their respective electronic toll collection systems in an interoperable manner for the purpose of exchanging toll transactions generated by their respective customers; and

WHEREAS, the CCRMA currently operates the toll collection systems for the SH 550 Toll Project and the Pharr-Reynosa International Toll Bridge and plans to develop and operate future toll projects (collectively, the "CCRMA Projects"); and

WHEREAS, the County currently operates the Veterans International Bridge at Los Tomates, Gateway International Bridge and Free Trade Bridge at Los Indios (collectively known as the Cameron County International Toll Bridge System) pursuant to Chapter 367 of the Texas Transportation Code; and

WHEREAS, the County currently operates the Isla Blanca Park, Andy Bowie Park, Edwin King Atwood Park, Beach Accesses Number 3 and 6 and Adolph Thomae Park (collectively known as the Cameron County Parks User Fee System) pursuant to Chapter 367 of the Texas Transportation Code; and

WHEREAS, the County desires to utilize an electronic toll collection system that employ transponder devices to collect the tolls ("ETC Systems") similar to those deployed by the CCRMA; and,

WHEREAS, effective October 12, 2017, the CCRMA accepted that certain proposal submitted by BIT Mobility Solutions, LLC, an Illinois limited liability company, in response to the CCRMA's Request for Proposals #2017-002 dated June 1, 2017; and

WHEREAS, the CCRMA intends to enter into that certain Toll Collection System Integration, Implementation, and Maintenance Agreement with BIT Mobility Solutions, LLC; and

WHEREAS, the CCRMA owns and manages certain transponders (the "CCRMA AVI Transponders") and conditionally agrees to permit the CCRMA AVI Transponders to be used by customers who use the Cameron County International Toll Bridge System and the Cameron County Parks User Fee System, subject to either party's revocation of this Agreement in that party's sole and absolute discretion; and

WHEREAS, the County is now in need of services related to acquisition and installation of new toll collection software and equipment, toll system implementation services and support, toll systems maintenance services, and toll collection processing services related to operations of the Cameron County International Toll Bridge System and the Cameron County Park User Fee System; and

WHEREAS, the CCRMA, independently and by and through the services provided by BIT Mobility Solutions, Toll Plus, LLC and any additional vendors and consultants (referred to herein, collectively, as the "Tolling Consultants"), has the expertise and back office resources required to provide toll collection software and equipment, toll collection processing, toll systems implementation services, and toll systems maintenance services in connection with toll projects; and

WHEREAS, the Parties agree that it would be to their mutual benefit for the CCRMA to provide needed toll systems software and equipment services, toll system implementation services and support, toll systems maintenance services, and toll collection processing services to the County; and

WHEREAS, the Parties agree that it would be to their mutual benefit to engage in a collective approach to the collection of tolls through the use of ETC Systems for the use of the Cameron County International Toll Bridge System and the Cameron County Parks User Fee System incurred by customers with the CCRMA AVI Transponders; and

WHEREAS, subject to Chapter 730 of the Texas Transportation Code, the Parties agree that the electronic toll collection of customer account information, including contact, payment information, trip data, and information contained in motor vehicle records, is generally confidential and generally not subject to disclosure under Chapter 552 of the Texas Government Code and that, notwithstanding the foregoing, any information collected pursuant to this Agreement shall be used for the sole purposes described in this Agreement to the extent allowed by law; and

WHEREAS, the Parties agree that the services to be provided under this Agreement constitute governmental functions and services and administrative functions under TEX. GOV'T CODE § 791.003; and,

WHEREAS, the Parties agree that this Agreement authorizes the purchase of goods and services reasonably required for the installation, operation, or maintenance of the goods required under this Agreement and that any purchase of goods and services under this Agreement satisfies the requirement of the local government to seek formal procurement for such purchase in accordance with TEX. GOV'T CODE § 791.025 to the extent applicable; and

WHEREAS, the CCRMA properly and legally procured these services from BIT Mobility Solutions, LLC, and both Parties agree to comply with applicable purchasing statutes and procedures to the extent applicable given the Parties' agreement under TEX. GOV'T CODE § 791.025.

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

I. FINDINGS

Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by the CCRMA's Board of Directors and the County's Commissioners Court, and that this Agreement will be in full force and effect when approved by each party.

II. SERVICES

2.1. Provision of Services. Subject to the terms of this Agreement, the County shall utilize the resources of the CCRMA and/or the Tolling Consultants, in connection with the acquisition and installation of toll collection software and equipment, the provision of toll systems implementation and maintenance services, and toll collection processing services related to operations of the Cameron County International Toll Bridge System, and the Cameron County Parks User Fee System, *i.e.*, governmental functions and services and administrative functions as those terms are defined in TEX. GOV'T CODE § 791.003 and the purchase of goods and services under TEX. GOV'T CODE § 791.025. The general Scope of Work to be provided by the CCRMA is set forth in Attachment "A" and a detailed allocation of responsibility for actions required to implement the toll collection system is set forth in Attachment "B".

2.2. Toll System Implementation Cost and Payment. The CCRMA shall design, acquire, install, test, and deploy the toll collection system and complete the tasks described in Attachments "A" and "B". The cost to the County for specific services and equipment, and the cost of the entire toll system required to collect and process tolls on the Cameron County International Toll Bridge

System, and the Cameron County Parks User Fee System, shall not, without the prior written consent of the County, exceed the Cost Schedule provided in Attachment "C". The County shall pre-approve all purchases of toll system equipment, hardware and software. Any toll system equipment, hardware, and software described in the Scope of Work shall be deemed to have been pre-approved by the County upon the County executing this Agreement. Title to all equipment, hardware and software purchased by the County through the CCRMA and/or its consultants shall vest in the County after receipt of payment, and the County shall retain possession of such equipment, hardware and software upon termination of this Agreement. Labor, material and expense costs for CCRMA shall be invoiced to the County on a Milestone basis. Milestone invoices for the Cameron County International Toll Bridge System shall be directed to the Bridge Director. Milestone invoices for the Cameron County Parks User Fee System shall be directed to the Parks Director.

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

2.4. Toll System Maintenance Cost and Payment. Upon system Go Live, the next phase of the project shall proceed with maintenance services, the County shall pay a fixed monthly fee in the amount provided in the Cost Schedule in Attachment "C" for the maintenance services described in this Agreement which shall not, without prior written consent of the County, exceed the costs provided in Attachment "C". The monthly maintenance fee shall be invoiced to the County on a monthly basis. Invoices for the Cameron County International Toll Bridge System shall be directed to the Bridge Director. Invoices for the Cameron County Parks User Fee System shall be directed to the Parks Director. Any work resulting from software changes requested by the County and preventative or remote maintenance support resulting from any required onsite maintenance support other than scheduled preventative maintenance and tuning, including responding to outages and system problems, will be paid for by the County on a time and materials basis. The cost of maintenance services may be subject to annual adjustment as conditions and level of effort dictate, provided that any adjustment in the cost of maintenance services is subject to the written approval of the Parties. . A detailed allocation of responsibility for actions required to maintain the toll collection system is set forth in Attachment "B".

2.5. Toll Processing Cost and Payment. County shall pay CCRMA a "Transaction Fee" for processing and collecting transactions incurred on the ETC System at the Cameron County International Toll Bridge System and Cameron County Parks User Fee System for the CCRMA AVI Transponders. The Transaction Fee shall be five percent (5%) of the initial toll charge posted to a customer's account. There shall be no Transaction Fee for adjustments or corrections to the initial posted charge to a customer's account. The County will impose its standard or discounted toll rate as its toll charge on CCRMA customers and the CCRMA shall deduct the Transaction Fee from that amount. The County will exercise full control and authority over the toll fares to be charged on the Cameron County International Toll Bridge System and the Cameron County Parks User Fee System. The Parties may agree to an additional transaction fee to be imposed on those

transactions that fall outside of the normal scope of collection procedures and require additional collection efforts. From the effective date of this Agreement, the Parties may review the Transaction Fee for possible adjustment pursuant to an amendment to this Agreement. The Transaction Fee and the cost of toll implementation services are provided in the Cost Schedule set forth in Attachment "C" and a detailed allocation of responsibility for actions required to implement the toll collection system is set forth in Attachment "B".

2.6. Interoperability of Tolling System.

(a) The CCRMA agrees to design, acquire, and install the County ETC System in a manner that allows for recognition of the CCRMA AVI Transponders on the Cameron County International Toll Bridge System, and the Cameron County Parks User Fee System. Upon recognition of a CCRMA AVI Transponder on the County ETC system, the transaction will be transmitted to the CCRMA for processing. The CCRMA will then transmit the summary compiled by the CCRMA back office system ("BOS") of the applicable transactions to the County. These transactions are referred to as "System Matched Transactions" and will be identified in such a way that the County can identify these transactions on its transaction reports. The CCRMA agrees to specifically identify these transactions on its customers' statements and inform its customers that they must review such transactions and notify the CCRMA of any toll charges inconsistent with actual travel within thirty (30) days of their toll statement date. The director of each respective system must provide prior written approval to the form of communications with respect to such transactions before the Parties utilizes the communications with customers.

(b) The Parties agree that expanded and further interoperability benefits may be considered pursuant to an amendment to this Agreement, including without limitation the ability to collect tolls and user fees from holders of transponders issued by other Interoperable Authorities. Any additional costs shall be borne by the Party incurring such costs.

(c) Payment of Transaction Fees and Reconciliation. The CCRMA will reconcile transactions on a semi-monthly basis, and agree to pay, or cause to be paid, any funds collected on behalf of the County within thirty (30) days. The CCRMA may deduct the Interoperability Transaction Fees that are owed prior to transferring toll related funds to the County including any disputed or adjusted transactions as per mutual agreement with the County. The CCRMA shall submit a summary of Transaction Fees charged and collected under this Agreement and shall also present a reconciliation of the related transactions, invoices, and accounts. The Parties may execute a form of escrow payment in order to reduce interruptions of Cash Flow for each respective system.

(d) The disclosure of Confidential Information by one party (the "Disclosing Party") to the other party (the "Recipient") is conditioned upon and in consideration of the terms of this Agreement. "Confidential Information" includes but is not limited to: (a) information relating to the Disclosing Party's owned or licensed computer systems and systems architecture, including computer hardware, computer software, databases, algorithms, including source code, object code, commentary and documentation, program libraries, program listings, business methods, methods of processing, technical processes and operational methods, all of the foregoing individually and which comprise software; (b) information that describes the Disclosing Party's organizational structure, business plans, and new business initiatives; (c) confidential information of third parties

including that relating to software and software licenses, hardware, documentation, business plans, financial information, and other related information; (d) all trade secrets owned by or licensed by the Disclosing Party; (e) the Disclosing Party's existing services, designs, technology, processes, technical data, engineering techniques, methodologies, and concepts; (f) any information, materials, or products that constitute proprietary materials. Subject to Chapter 730 of the Texas Transportation Code, the Parties agree that the electronic toll collection of customer account information, including contact, payment information, trip data, and information contained in motor vehicle records, is generally confidential and generally not subject to disclosure under Chapter 552 of the Texas Government Code and that, notwithstanding the foregoing, any information collected pursuant to this Agreement shall be used for the sole purposes described in this Agreement to the extent allowed by law. The Recipient undertakes to keep the Confidential Information supplied by the Disclosing Party strictly confidential and not to disclose it to any person, firm, or individual without the express written consent of the Disclosing Party. The Recipient shall not use the Confidential Information for any purpose other than the purpose of this Agreement. Disclosing Party recognizes that Recipient is a political subdivision of the State of Texas, and as such subject to the Texas Public Information Act ("TPIA"). Should Recipient receive a request for public information that seeks to acquire Confidential Information, Recipient shall (a) decline to release the information for the purpose of requesting an attorney general decision, and (b) follow the procedures set out in §552.305 or other applicable section of the TPIA including, but not limited to, the procedures for notifying any third parties who may claim confidentiality or any proprietary rights or trade secrets in any information subject to a public information request received by the Recipient. The Recipient shall have no obligation to appeal any opinion from the Texas Attorney General determining that Confidential Information constitute public information and directing Recipient to produce the same.

2.7. Marketing.

Each Party at that Party's own expense will engage in marketing activities as each may deem necessary and appropriate to advise their customers of the benefits being delivered through this Agreement. The Parties may use each other's name or trademarks in marketing efforts relating to this agreement. A Party that intends to use the other Party's name or trademark in marketing materials must give the other Party a reasonable opportunity to review and comment on such marketing materials before the materials are viewed or issued to the public. Parties agree to allow for joint marketing efforts where those efforts may be mutually beneficial and provide cost savings.

III. GENERAL AND MISCELLANEOUS

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

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

To the County: Cameron County

1100 East Monroe St.
Brownsville, TX 78520
Attn: Cameron County Judge Eddie Trevino, Jr.

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

3.3. Full Site Access. The County agrees and acknowledges that it is necessary for the CCRMA and its contractors to have unfettered access to the Cameron County International Toll Bridge System and Cameron County Parks User Fee System and its associated equipment and facilities in order to deploy the equipment and perform the services detailed herein. The County agrees to coordinate such access and will assure that its employees and contractors assist with the activities of the CCRMA. The CCRMA will not be responsible for delays and any increased costs resulting from any interference with its activities. The CCRMA agrees that in performing the General Scope of Work set forth in "Attachment A", that minimal interruption to operations shall occur in implementation, and that in no event shall the work cause for tolling operations to cease completely.

3.4. Term and Termination. The primary term of this Agreement shall commence on the date first written above and shall continue in full force and effect for ten (10) years (the "Primary Term"). Subject to the terms and conditions of this Agreement, the County shall have the option to renew this Agreement for an additional term of five (5) years. In order to exercise the foregoing option to renew, the County must provide written notice to the CCRMA of the renewal of the Agreement at least thirty (30) days prior to the expiration of the Primary Term.

Notwithstanding the foregoing:

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

(b) if a Tolling Consultants Agreement is terminated, and the CCRMA has not entered into a contract for the portion of the Services provided under the terminated Tolling Consultants Agreement, the CCRMA's obligations pertaining to that portion of the Services under Article II of this Agreement shall terminate on the same day that the applicable Tolling Consultants Agreement terminates, provided that the CCRMA shall give the County written notice of the termination within ten (10) days of providing notice to or receiving notice from the Tolling Consultant. In the event of a contract termination with Tolling Consultants, the CCRMA will beforehand have entered or have initiated services with separate Tolling Consultants in order to avoid any interruptions in the Services provided.

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

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

(e) Either party may terminate this Agreement at any time with or without cause by giving to the other Party at least ninety (90) days prior written notice of its intent to terminate.

(f) In the event that the CCRMA is dissolved as allowed by law, this Agreement shall automatically terminate upon dissolution of the CCRMA unless, prior to dissolution, the CCRMA and the County mutually agree on a third party who agrees to assume all of the CCRMA's rights and obligations under this Agreement.

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

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

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

3.8. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by the CCRMA's Board of Directors and the County's Commissioners Court.

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

3.10. Audit and Customer Information. Upon reasonable advance notice, the Parties at their own expense may audit each other's books and records that directly relate to the subject matter of this Agreement. Notwithstanding the foregoing and any other provision of this Agreement, each Party (the "Receiving Party") shall preserve and maintain the information received from the other Party (the "Disclosing Party"). The Disclosing Party shall advise the Receiving Party if any information is confidential and not subject to disclosure. Each Party shall at all times act in compliance with applicable laws concerning disclosure. These obligations survive the expiration or termination of this Agreement.

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

3.12. No Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of the Parties and their respective successors. Nothing in this Agreement nor in any approval subsequently provided by either Party hereto will be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation, or other entity, including, without limitation, the public in general or any member thereof, any contractor of either Party, or to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement. In the event that the approval by a third party of this Agreement is required by law, obtaining such third party's approval does not demonstrate an intent by either Party or either Party's successors to make such third party a third-party beneficiary of this Agreement. Both Parties disclaim any intent to have any third-party beneficiaries to this Agreement to the fullest extent allowed by law.

3.13. Successors and Assigns. This Agreement shall bind and shall be for the sole and exclusive benefit of the Parties and their legal successors. Other than as provided in the preceding sentence,

neither Party shall assign, sublet or transfer its respective interest in this Agreement without the prior written consent of the other Party to this Agreement. Any assignment in violation of this paragraph shall be void and shall constitute a default under this Agreement.

3.14. Limitations. All covenants and obligations of the Parties under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of the Parties shall have any personal obligations or liability hereunder. Venue for any cause of action arising out of or related to this Agreement shall be in Cameron County, Texas.

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

3.16. Interpretation. In the event of a question as to the interpretation of any provision of this Agreement, the provision shall not be construed against the drafting Party.

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

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

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

3.20. Entire Agreement. This Agreement when executed constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement.

ATTACHMENTS:

Cameron County International Toll Bridge System

- Attachment A – Scope of Work
- Attachment B –Allocation of Responsibility
- Attachment C – Cost Schedule
- Attachment D – Schedule for Implementation

Cameron County Parks and Recreation User Fee System

- Attachment A – Scope of Work
- Attachment B – Allocation of Responsibility
- Attachment C – Cost Schedule
- Attachment D – Schedule for Implementation

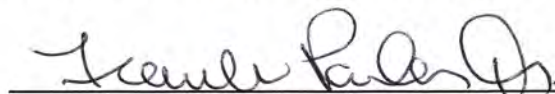
(Signature Page to Follow)

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

ATTEST:


Secretary of CCRMA

**CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**


Frank Parker, Jr, Chairman


Date: 7/22/19

ATTEST:


Sylvia Garza-Perez
County Clerk



CAMERON COUNTY


Eddie Trevino, Jr.
County Judge

Date: 7/22/19

ATTACHMENT A – SCOPE OF WORK



Cameron County International

Toll Bridge System



Scope of Work

Cameron County International Toll Bridge System

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Cameron County International Toll Bridge System

Cameron County International Toll Bridge System

The Cameron County International Toll Bridge System (Bridge System) is comprised of three (3) international bridges, Gateway International Toll Bridge, Free Trade Bridge at Los Indios and the Veterans International Bridge at Los Tomates. The Gateway International Toll Bridge serves exclusively passenger vehicle traffic, passenger buses, and pedestrians, while the Free Trade Bridge and Veterans International Bridge serve commercial and passenger vehicles in addition to pedestrian traffic.

The Bridge System operates a total of twelve (12) Electronic Toll Collection (ETC) lanes for vehicular traffic, and a total of nine (9) pedestrian tolled access turnstyle facilities. The existing configuration of the ETC lanes and pedestrian turnstyles is as follows:

<u>Cameron County International</u> <u>Toll Bridge</u>	<u>ETC Lanes</u>	<u>Pedestrian</u> <u>Turnstyle</u>
Gateway International Bridge	3	6
Free Trade International Bridge	3	2
Veterans International Bridge	6	1
	12	9

The existing system provides for methods of toll payment for cash and electronic transponder. For customer convenience cash is accepted in both U.S. or Mexican denominations and change is provided in the same denomination used to pay the toll. The pedestrian turnstile's accept only U.S. coins as a payment method.

Cameron County Regional Mobility Authority and Bridge System Interoperability

The CCRMA owns and operates the SH 550 toll road which consists of twenty tolled lanes with a total of five tolling points. The SH 550 TCS operates on both Automatic Vehicle Identification (toll tags) and Video Enforcement Technology (pay by mail). A full service Customer Service Center (CSC) located in Rancho Viejo, TX provides all the required service for the customers of the SH 550.

As part of the proposal the CCRMA will include full service AVI/tag accounts, portable payment options such as RFID cards and ticket/coupon payments and future mobile applications:

- Full service online account management – Customers would no longer need to solely replenish their accounts at the bridge offices, they would be able to replenish them online through various payment one time and automatic account replenishment options.
- Interoperable tag account – Tag account would be interoperable with the SH 550 toll road, the Cameron County Parks User Fee System, and future additional Toll Facilities. The CCRMA is currently developing plans to extend

Cameron County International Toll Bridge System

interoperability with the Brownsville Navigation District (Port of Brownsville) and other Texas Toll Roads allowing more convenient options for travelers in Cameron County.

- Customers will have full service access through a robust online platform to manage account with options such as vehicle management, transaction activity, customer profile information and payment options.
- All customer service for AVI/tag accounts would be provided by CCRMA CSC and trained Cameron County International Toll Bridge staff.
- For each ETC transaction that occurs on the bridge, the CCRMA would collect the funds and then transfer them to the bridge minus an interoperability fee from the reconciled toll amount.

General Project Scope of Work

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

Agreement Term

The initial term of the agreement includes Work Segment I implementation and Work Segment II. Work Segment 1 as defined is expected to last ten (10) months from the date of Notice to Proceed (NTP) to the date of Go-Live. Work Segment 2 will last for the remainder of the initial term of ten (10) years of the agreement. Cameron County shall have one (1) five (5) year option to renew, which option shall be exercisable at its sole discretion.

Work Segment 1 – Integration

The Integration phase of the scope involves the design, acquisition, installation, testing and deployment of the entire toll collection system (TCS). At the request of Cameron County some of the existing equipment in healthy operating condition shall be integrated and reused to maximize cost savings for the project. The TCS shall include the following:

- Twelve (12) fully equipped ETC lanes and 9 Pedestrian Lanes, (see EXHIBIT Bridge System - 2 for a more detailed list of equipment)

Lane Electronics Cabinet

- Fiber Termination Box
- 8 Port Ethernet Switch

Cameron County International Toll Bridge System

- Lane Controller
- High Speed I/O Board
- SLI Board
- Light Relay

Toll Lanes

- Patron Fare Display
- Traffic Light
- Fiber Optic Treadle
- High Speed Gate
- Canopy Lane Use Signal
- DVAS Cameras
- Barcode Scanner
- Proximity Card Reader
- Touch Screen Terminal
- 4 Channel ISO ETC Tag Reader

Pedestrian Turnstile

- New Turnstile
- Barcode Scanner (optional)
- LED Display (optional)
- Network Terminal Server
- Turnstile Interface
- Ethernet Switch
- Automated Turnstile Coin/Bill Acceptor

Plaza Administration Offices

- System Server
- DVAS Server
- Operator Workstations
- Fiber Termination Cabinet
- Network Printer(s)
- Surge Protector
- Design documentation, business rules, permits, certification and licenses required for installation activities

Cameron County International Toll Bridge System

Data Migration and System Training

- Customer Account migration and management
- Staff training
- AVI Tag, Portable RFID Card, and Ticket/Coupon inventory management setup
- Report design and training

System Testing

- Factory Acceptance Testing
- Systems Integration Testing
- Site Acceptance Testing

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

CCRMA will provide a customer awareness plan which will include the early implementation of key customers in the new system.

Work Segment 2 – Maintenance

After the completion of Work Segment 1 and system Go Live, the CCRMA shall commence with Work Segment 2. The CCRMA will transfer the manufacturer warranty period for all new hardware delivered under this agreement. The warranty provided on all equipment will be in line with the equipment manufacturer warranty to cover a period of minimum one (1) year or longer if available. Once the warranty period has expired any new equipment required or desired by the Bridge System will be purchased through the assistance of the CCRMA at the current available market prices in accordance with the terms of the agreement and not without prior written approval. The software warranty period shall be one (1) year from the Go Live date.

Systems Interoperability

CCRMA is responsible for providing a TCS capable of transmitting transaction data to a Back Office System (BOS) managed and operated by CCRMA through an integrated interface for all future tag management. CCRMA will utilize

Cameron County International Toll Bridge System

existing BOS Interface Control Document (ICD) during the design and development phase in order to receive Tag Validation Lists and send Transaction files.

Project Management

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

- Schedule management
- Project status meeting participation and documentation
- Project coordination
- Risk Management
- Quality Management
- Progress Reporting
- Change Management
- Document Control
- Development of system manuals and training materials
- Administration of deliverable review and approval processes
- System Design Documentation
- System configuration verification and requirements traceability

Design and Development

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

System Detailed Design Document (SDD)

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

The SDD shall include the following:

- The specification sheets for all equipment including full hardware manual set for all customized off the shelf (COTS) hardware;
- Full software manual set for all COTS software;

Cameron County International Toll Bridge System

- Computer sizing and design details;
- Description of all third party software;
- System, subsystem and module level descriptions and interaction between modules;
- The requirements for all peripheral device interfaces;
- Reporting;
- High Level Process descriptions and data flow diagrams;
- Performance and reliability specifications;
- Description of system diagnostics, status monitoring and error handling;
- Description of redundancy and failover processes;
- Interface Control Documents (ICDs);
- Design for user interfaces including menus and screens;
- Data dictionary;
- Database design and entity relationship modeling;
- Data integrity assurance plan;
- Security handling including Payment Card Industry (PCI) compliance;
- Data Communications Diagram.

Testing

In accordance with the requirements of the Agreement, the CCRMA shall provide a complete Master Test Plan and perform all TCS testing activities.

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

The following test phases shall be performed in conjunction with and witnessed by Bridge staff and/or designees:

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

Cameron County International Toll Bridge System

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

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

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

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

Warranty and Maintenance

CCRMA will provide hardware, software, and other maintenance service for the Bridge TCS. TCS shall have warranty for one year period.

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

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

CCRMA will provide onsite maintenance services with software maintenance services provided on-site or off-site as long as the performance requirements described in the Agreement are met.

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

Preventative and Onsite Maintenance

CCRMA will provide staff for preventative and onsite maintenance support. Preventative maintenance will be scheduled on a monthly basis onsite in accordance with the existing interlocal agreement between Cameron County and the CCRMA. Additional maintenance activities will be scheduled as required in order to maintain performance requirements.

Cameron County International Toll Bridge System

Maintenance activities that require the acquisition of new toll equipment parts or software improvements, the CCRMA will bring to the attention of the Bridge Director with cost proposals for decision making.

Lane Architecture

CCRMA shall implement a TCS from the Bridge Lanes including required interfaces as shown in Exhibit Bridge System -1. The Bridge System will be responsible for network capabilities in order to provide system connectivity within the Bridge facilities in order to interface with CCRMA BOS.

System Transition and Customer Awareness Campaign

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

- Early Customer Setup for AVI Customers – Setup of clients on the system and provide assistance for external web access.
- Early AVI Tag Distribution – Goal to provide tags to clients prior to going live to avoid any interruptions with crossings.
- Educational Marketing Material – Develop a marketing campaign promoting the benefits of the new system and added convenience options for customers.

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EXHIBIT BRIDGE SYSTEM - 1 LANE ARCHITECTURE

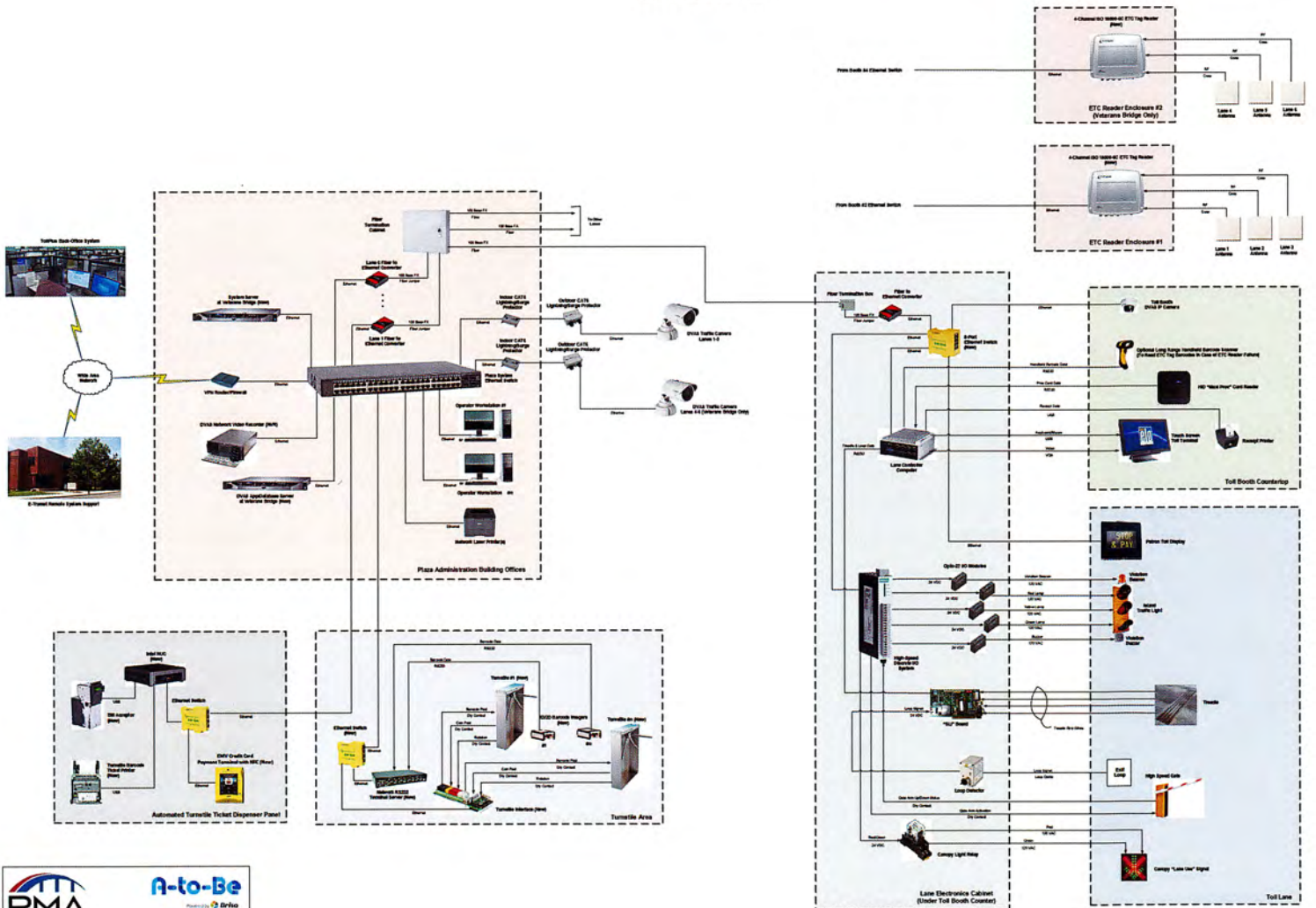


EXHIBIT BRIDGE SYSTEM – 2
LIST OF NEW BRIDGE SYSTEM EQUIPMENT

Lane Equipment Summary:

Qty	Description
Toll Collection System Software	
1	Toll Collection Software and System Engineering, Deployment, Testing, Commissioning, Documentation, etc.
ETC Equipment	
4	Titan 4-Channel ETC Reader with Cables, Connectors, Power Supplies, etc.
12	ETC Antennas with Cables, Connectors, etc.
Turnstile Equipment	
3	Stainless Steel Tripod Turnstile with LED Display and Coin Acceptor (Free Trade Bridge and Veterans Bridge)
6	Stainless Steel Tripod Turnstile with 2D Barcode Imager and without LED Display and Coin Acceptor (Gateway Bridge)
1	8-Port Turnstile Barcode Scanner RS232 Network Terminal Server with cables, connectors, etc. (Gateway Bridge)
9	Turnstile Installation with cables, connectors, etc.
1	6-Turnstile Real-Time Data Interface
2	2 Turnstile Real-Time Data Interface
2	1 Turnstile Real-Time Data Interface
Automated Turnstile Barcode Ticket Dispenser Wall-Mount Panel	
1	Automated Turnstile Barcode Ticket Dispenser Panel with Outdoor EMV/Mag Stripe/NFC Credit Card Reader, Barcode Ticket Printer and Bill Acceptor
Proximity Card Reader Equipment	
12	RS232 Proximity Card Readers with Cables, Mounting Hardware, etc.
DVAS Equipment	
4	DVAS Traffic Camera
12	DVAS Booth Mini Dome Cameras
1	6-Lane DVAS NVR System
2	3-Lane DVAS NVR System
1	DVAS Central App/Database Server System
Options	
12	Long Range Handheld Cordless Barcode Imager for Scanning Unreadable Tags with Power Supply, Battery, Cables, etc.

EXHIBIT BRIDGE SYSTEM – 2
LIST OF NEW BRIDGE SYSTEM EQUIPMENT

Equipment Details:

CCRMA Bridge System Turnstile Parts List			
Qty	Description	Manufacturer	Model
Turnstile with Coin Processor and LED Display			
2	Tripod Turnstile with Coin Acceptor	Controlled Access	Model FP500
2	Control Head	Controlled Access	6500 Series
2	Fare Paid DPDT Relay	Automation Direct	782-2C-24D
2	Fare Paid Relay Base	Automation Direct	782-2C-SKT
2	Rotation DPDT Relay	Automation Direct	782-2C-24D
2	Rotation Relay Base	Automation Direct	782-2C-SKT
2	Turnstile LED Display	Astrosys International	TBD
2	Misc. LED Display Mounting Equipment	TBD	TBD
Turnstile with Barcode Scanner and Without Coin Processor and LED Display			
1	Tripod Turnstile	Controlled Access	Model FP500
1	Control Head	Controlled Access	6500 Series
1	Turnstile RS232 1D/2D Barcode Imager Assembly	Honeywell	3320G
1	Barcode Imager Mounting HW	TBD	TBD
1	Rotation DPDT Relay	Automation Direct	782-2C-24D
1	Rotation Relay Base	Automation Direct	782-2C-SKT
6-Turnstile Real-Time Data Collector			
1	Detector Enclosure with Subpanel	Saginaw	TBD
1	Controller	Element4	Raspberry PI Model 3 B
1	32 GB SDCARD	Sandisk	SDSDXSF-O32G-ANCIN
1	I/O Rack Header Board for Raspberry PI	Opto-22	OPTO-P1-40P
1	8-Channel G4 I/O Rack	Opto-22	G4PB8H
1	5 VDC Power Supply	Meanwell	MDR-10-5
1	24 VDC Power Supply	Meanwell	MDR-20-24
6	DC Input Module	Opto-22	G4-IDC5
2-Turnstile Real-Time Data Collector			
1	Detector Enclosure with Subpanel	Saginaw	TBD
1	Raspberry PI Controller	Element4	PI Model 3 B
1	32 GB SDCARD	Sandisk	SDSDXSF-O32G-ANCIN
1	I/O Rack Header Board for Raspberry PI	Opto-22	OPTO-P1-40P
1	8-Channel G4 I/O Rack	Opto-22	G4PB8H
1	5 VDC Power Supply	Meanwell	MDR-10-5
1	24 VDC Power Supply	Meanwell	MDR-20-24
4	DC Input Module	Opto-22	G4-IDC5
1-Turnstile Real-Time Data Collector			
1	Detector Enclosure with Subpanel	Saginaw	TBD
1	Raspberry PI Controller	Element4	PI Model 3 B
1	32 GB SDCARD	Sandisk	SDSDXSF-O32G-ANCIN
1	I/O Rack Header Board for Raspberry PI	Opto-22	OPTO-P1-40P
1	8-Channel G4 I/O Rack	Opto-22	G4PB8H
1	5 VDC Power Supply	Meanwell	MDR-10-5
1	24 VDC Power Supply	Meanwell	MDR-20-24
2	DC Input Module	Opto-22	G4-IDC5

EXHIBIT BRIDGE SYSTEM – 2
LIST OF NEW BRIDGE SYSTEM EQUIPMENT

Qty	Description	Manufacturer	Model
	Backplate with Machining		
1	Backplate with Machining	TBD	TBD
1	Decal	TBD	TBD
	Controller		
1	Intel NUC, 8GB RAM, 250GB SSD	Intel	NUC7i5BNH
1	Operating System	Redhat	Enterprise Workstation
	Credit Card Payment Terminal		
1	EMV Outdoor Credit Card Reader with NFC	NAYAX	VPOS Touch
	Ticket Printer		
1	Kiosk Ticket Printer	Star Micronics	TUP-500 Series
	Bill Acceptor		
1	Bill Acceptor	Cashcode	
	DIN Rail Ethernet Switch		
1	Ethernet Switch	Brainboxes	SW-504
	Power Supplies		
1	12 VDC DIN Rail Power Supply	Meanwell	DRA-6-12
1	24 VDC Power Supply	Meanwell	DRA-6-24

CCRMA Bridge System ETC Equipment			
Qty	Description	Manufacturer	Model
	ISO 18000 6C ETC Tag Reader System		
4	4-Channel RFID Reader	Star Systems	Titan (HRD22000-F-1A)
4	Reader Data Cable Assembly	Star Systems	HCB15000-1
4	ETC Reader PoE Injector	Linksys	LACPI30
	ETC Antenna Equip		
10	ETC Antenna	Star Systems	Hydra
1200	Feet of RFID Antenna to Reader LM-400 Coax Cable	Times Microwave	LMR-400-DB
30	Coax Connectors	TBD	TBD
	**		

	Proximity Card Reader		
Qty	Description	Manufacturer	Model
1	RS232 Prox reader	HID	Maxi Prox

EXHIBIT BRIDGE SYSTEM – 2
LIST OF NEW BRIDGE SYSTEM EQUIPMENT

CCRMA Bridge System DVAS Equipment			
Qty	Description	Manufacturer	Model
	DVAS Traffic Camera		
4	DVAS Traffic Camera	Geovision	GV-BL4713
2	DVAS Traffic Weatherproof PoE Lightning/Surge Protector	L-com	ALW-CAT5EJ
	DVAS Dome Toll Booth Cameras		
12	DVAS Toll Booth Camera	Geovision	GV-EFD3101
	DVAS Network Video Recorder (NVR)		
1	6-Lane DVAS NVR	E-Transit	ITV-3000
2	3-Lane DVAS NVR	E-Transit	ITV-3000
	DVAS App/Database Server		
1	Server with Xeon CPU	Dell	R230
1	Operating System Software	Microsoft	Windows 2016 Server
1	Database Software	Microsoft	SQL Server 2017
1	Anti-Virus/Malware	TotalAV	Pro Edition

**ATTACHMENT B
CAMERON COUNTY INTERNATIONAL TOLL BRIDGE COLLECTION SYSTEM
ALLOCATION OF RESPONSIBILITY**

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

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

Work Segment – 1 Integration Work Segment – 2 Maintenance	Cameron County Bridge System			CCRMA			Comments Other Responsibility/Information
	1	2	3	1	2	3	
CAMERON COUNTY INTERNATIONAL TOLL BRIDGE COLLECTION SYSTEM							
TCS Implementation Schedule	B	D	B	A	A	A	CCRMA will manage implementation schedule and provide monthly updates on project progress
TCS Procurement of Materials/Equipment	C	C	C	A	A	A	CCRMA will manage the order of the necessary equipment. CCRMA will coordinate with the Cameron County Bridge System for safekeeping and storage of equipment
Lane System Development and Design,	C	C	C	A	A	A	CCRMA will develop and design required TCS layout using existing infrastructure to minimize infrastructure improvements
Database management systems, Host Server, system interface with CCRMA BOS	D	D	B	A	A	A	CCRMA will provide all management oversight to ensure installation and development of system interfaces. Cameron County Bridge System will assist with network connection into bridge office from host server
Back Office System Design, Development, and Customization	D	D	D	A	A	A	CCRMA will customize its Back Office System to match interoperable transactions

ATTACHMENT B
CAMERON COUNTY INTERNATIONAL TOLL BRIDGE COLLECTION SYSTEM
ALLOCATION OF RESPONSIBILITY

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

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

Work Segment – 1 Integration Work Segment – 2 Maintenance	Cameron County Bridge System			CCRMA			Comments Other Responsibility/Information
	1	2	3	1	2	3	
CAMERON COUNTY INTERNATIONAL TOLL BRIDGE COLLECTION SYSTEM							
Merchant Card Services for BOS	D	D	D	A	A	A	CCRMA will provide the interface for Merchant Card Services for CC and ACH payments to flow
Network access and VPN tunnel for Cameron County Bridge System Facilities	A	A	A	B	B	B	Cameron County Bridge System will provide direct oversight and implementation to develop VPN tunnel with current network provider to facilitate access from CCRMA BOS to Cameron County Bridge System facilities. CCRMA will support and coordinate all details required to connect to other side of tunnel
Customer correspondence development and design. The new system will provide various communication through email correspondence	B	B	B	A	A	A	CCRMA will provide templates for all customer communications coming from the CCRMA System.
Utilities required for integration at Cameron County Bridge System facilities	A	A	A	B	B	B	CCRMA will coordinate with Cameron County Bridge System if any new utilities or connections required.

ATTACHMENT B
CAMERON COUNTY INTERNATIONAL TOLL BRIDGE COLLECTION SYSTEM
ALLOCATION OF RESPONSIBILITY

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

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

Work Segment – 1 Integration Work Segment – 2 Maintenance	Cameron County Bridge System			CCRMA			Comments Other Responsibility/Information
	1	2	3	1	2	3	
CAMERON COUNTY INTERNATIONAL TOLL BRIDGE COLLECTION SYSTEM							
Federal and State agency coordination if any required during installation	A	A	A	B	B	B	Cameron County Bridge System to lead coordination, if any required, with Federal US/Mex agencies during installation
System integration Testing, Factory Acceptance Testing, and Site Acceptance Testing	B	B	B	A	A	A	CCRMA will manage all required testing and provide reporting results.
Permits, certifications, and licenses required for installation activities and operations	C	D	B	A	A	A	CCRMA will provide all details required for permits and obtainment of permits and licenses for TCS operations if required.
Customer Awareness Campaign and Transition Planning	B	B	B	A	A	A	CCRMA will develop plan and coordinate with Cameron County Bridge System for execution of plan to reduce operational impacts caused by transition
Remote Maintenance and system monitoring	C	C	C	A	A	A	CCRMA will provide remote maintenance monitoring
Preventative Maintenance onsite	C	C	C	A	A	A	CCRMA will provide onsite preventative maintenance and support on a monthly basis or as needed.
Local Maintenance 24/7 Support	C	C	C	A	A	A	CCRMA will provide maintenance support on call 24/7. In accordance with current interlocal agreement

Attachment B – Allocation of Responsibility

ATTACHMENT B
CAMERON COUNTY INTERNATIONAL TOLL BRIDGE COLLECTION SYSTEM
ALLOCATION OF RESPONSIBILITY

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

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

Work Segment – 1 Integration Work Segment – 2 Maintenance	Cameron County Bridge System			CCRMA			Comments Other Responsibility/Information
	1	2	3	1	2	3	
CAMERON COUNTY INTERNATIONAL TOLL BRIDGE COLLECTION SYSTEM							
24/7 System Maintenance Support	C	C	C	A	A	A	CCRMA provides 24/7 maintenance support on system.
Storage of Spare Equipment Parts	A	A	A	B	B	B	Cameron County Bridge System will provide facilities for storage of equipment spares for TCS

ATTACHMENT C - COST SCHEDULE
CAMERON COUNTY INTERNATIONAL TOLL BRIDGE COLLECTION SYSTEM

Cameron County International Toll Bridge Collection System - Cost Schedule

Pricing Component	Price
Work Segment 1 - Integration (12 Fully operational ETC Lanes and 9 Pedestrian Lanes)	
Materials, Equipment, Configuration, and Installment	\$ 521,500
System Requirements Development, Design, and Documentation	\$ 596,000
Testing	\$ 238,400
Project Management	\$ 134,100
Total Cost *	\$ 1,490,000
<i>* total cost subject to change at the Bridge System discretion of additional equipment and services</i>	

Work Segment 2 - Maintenance

*** Cost escalates at 2% annually*

Monthly Maintenance Cost**	\$3,750
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ATTACHMENT D - SCHEDULE FOR IMPLEMENTATION
CAMERON COUNTY INTERNATIONAL TOLL BRIDGE COLLECTION SYSTEM

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ATTACHMENT A – SCOPE OF WORK



CAMERON COUNTY ★
Parks and Recreation

Cameron County Parks User Fee System



Scope of Work

Cameron County Parks User Fee System

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EXHIBIT BRIDGE SYSTEM – 1 Lane Architecture

EXHIBIT BRIDGE SYSTEM – 2 List of New Bridge System Equipment

Cameron County Parks User Fee System

Cameron County Parks User Fee System

The Cameron County Parks User Fee System (Parks System) is comprised of six (6) user fee controlled access facilities identified below. The Parks system collects entrance fees, trash bag program fees, and other related fees.

The Parks System currently operates a total of nine (9) Electronic Toll Collection (ETC) lanes for passenger vehicle traffic, and is planning to open an additional lane located at Beach Access No. 3. The Parks System charges entrance fees per vehicle and not by vehicle class.

<u>Cameron County Parks User Fee</u>			
<u>System</u>	<u>Manned Lanes</u>	<u>Unmanned Lanes</u>	<u>Mixed Lanes</u>
Isla Blanca Park	1	2	
Andy Bowie Park			1
EK Atwood Park	2		
Beach Access 3	1		
Beach Access 6	1	1	
Adolph Thomae Park			1
	5	3	2

The existing system provides for methods of toll payment for cash, credit card and electronic transponder. For customer convenience cash and credit cards are accepted in automated payment machines. Customers also have access to staff during operating hours at the Isla Blanca and Andy Bowie Park's.

Cameron County Regional Mobility Authority and Parks System Interoperability

The CCRMA owns and operates the SH 550 toll road which consists of twenty tolled lanes with a total of five tolling points. The SH 550 TCS operates on both Automatic Vehicle Identification (toll tags) and Video Enforcement Technology (pay by mail). A full service Customer Service Center (CSC) located in Rancho Viejo, TX provides all the required service for the customers of the SH 550.

As part of the proposal the CCRMA will include full service AVI/tag accounts, portable payment options such as Barcoded ticket payments, license plate verification and future mobile applications:

- Full service online account management – Customers will now be able to utilize the monthly and annual pass transponders for more than just access to the Parks, but also for systems interoperable with the CCRMA back office.
- Interoperable tag account – Tag account would be interoperable with the SH 550 toll road, the Cameron County Bridge System, and future additional Toll Facilities. The CCRMA is currently developing plans to extend

Cameron County Parks User Fee System

interoperability with the Brownsville Navigation District (Port of Brownsville) and other Texas Toll Roads allowing more convenient options for travelers in Cameron County.

- Customers will have full service access through a robust online platform to manage account with options such as vehicle management, transaction activity, customer profile information and payment options.
- All customer service for AVI/tag accounts would be provided by CCRMA CSC and trained Cameron County Parks staff.
- For each ETC transponder transaction that occurs on the Parks System, the CCRMA would collect the funds and then transfer them to the bridge minus an interoperability fee from the reconciled toll amount.

General Project Scope of Work

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

Agreement Term

The initial term of the agreement includes Work Segment I implementation and Work Segment II. Work Segment 1 as defined is expected to last ten (10) months from the date of Notice to Proceed (NTP) to the date of Go-Live. Work Segment 2 will last for the remainder of the initial term of ten (10) years of the agreement. Cameron County shall have one (1) five (5) year option to renew, which option shall be exercisable at its sole discretion.

Work Segment 1 – Integration

The Integration phase of the scope involves the design, acquisition, installation, testing and deployment of the entire user fee system (UFS). The UFS shall include the following:

- Five (5) fully equipped ETC manned lanes, Three (3) unmanned lanes, Two (2) Mixed Lanes, (see EXHIBIT Parks System - 2 for a more detailed list of equipment)

Manned Lanes

- Operator Work Station
- 8 Port Ethernet Switch
- Lane Controller

Cameron County Parks User Fee System

- Loop Controller
- High Speed I/O Board
- SLI Board
- High Speed Gate
- DVAS Cameras
- ALPR Cameras
- Master Intercom
- Barcode Scanner
- Touch Screen Terminal
- 4 Channel ISO ETC Tag Reader

Unmanned Lane

- Slave Intercom
- Barcode Imager/Scanner
- Ticket Printer
- High Speed Gate
- I/O Controller
- Ethernet Switch
- Credit Card Payment Terminal
- Bill Acceptor
- Blacklit Display

Plaza Administration Offices

- System Server
- DVAS Server
- Operator Workstations
- Network Printer(s)
- Surge Protector
- Design documentation, business rules, permits, certification and licenses required for installation activities

Data Migration and System Training

- Customer Account migration and management
- Staff training
- AVI Tag
- Report design and training

Cameron County Parks User Fee System

System Testing

- Factory Acceptance Testing
- Systems Integration Testing
- Site Acceptance Testing

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

CCRMA will provide a customer awareness plan which will include the early implementation of key customers in the new system.

Work Segment 2 – Maintenance

After the completion of Work Segment 1 and system Go Live, the CCRMA shall commence with Work Segment 2. The CCRMA will transfer the manufacturer warranty period for all new hardware delivered under this agreement. The warranty provided on all equipment will be in line with the equipment manufacturer warranty to cover a period of minimum one (1) year or longer if available. Once the warranty period has expired any new equipment required or desired by the Parks System will be purchased through the assistance of the CCRMA at the current available market prices in accordance with the terms of the agreement and not without prior written approval. The software warranty period shall be one (1) year from the Go Live date.

Systems Interoperability

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

Project Management

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

Cameron County Parks User Fee System

- Schedule management
- Project status meeting participation and documentation
- Project coordination
- Risk Management
- Quality Management
- Progress Reporting
- Change Management
- Document Control
- Development of system manuals and training materials
- Administration of deliverable review and approval processes
- System Design Documentation
- System configuration verification and requirements traceability

Design and Development

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

System Detailed Design Document (SDD)

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

The SDD shall include the following:

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

Cameron County Parks User Fee System

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

Testing

In accordance with the requirements of the Agreement, the CCRMA shall provide a complete Master Test Plan and perform all TCS testing activities.

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

The following test phases shall be performed in conjunction with and witnessed by Parks staff and/or designees:

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

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

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

Cameron County Parks User Fee System

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

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

Warranty and Maintenance

CCRMA will provide hardware, software, and other maintenance service for the Parks System.

CCRMA will be responsible for all Parks System UFS software maintenance including the following:

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

CCRMA will provide onsite maintenance services with software maintenance services provided on-site or off-site as long as the performance requirements described in the Agreement are met.

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

Preventative and Onsite Maintenance

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

Lane Architecture

CCRMA shall implement a TCS from the Parks System including required interfaces as shown in Exhibit Parks System -1. The Parks System will be responsible for network capabilities in order to provide system connectivity within the Park facilities in order to interface with CCRMA BOS.

Cameron County Parks User Fee System

System Transition and Customer Awareness Campaign

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

- Early Customer Setup for AVI Customers – Setup of clients on the system and provide assistance for external web access.
- Early AVI Tag Distribution – Goal to provide tags to clients prior to going live to avoid any interruptions with Parks Access.
- Educational Marketing Material – Develop a marketing campaign promoting the benefits of the new system and added convenience options for customers.

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EXHIBIT PARKS SYSTEM - 1 LANE ARCHITECTURE

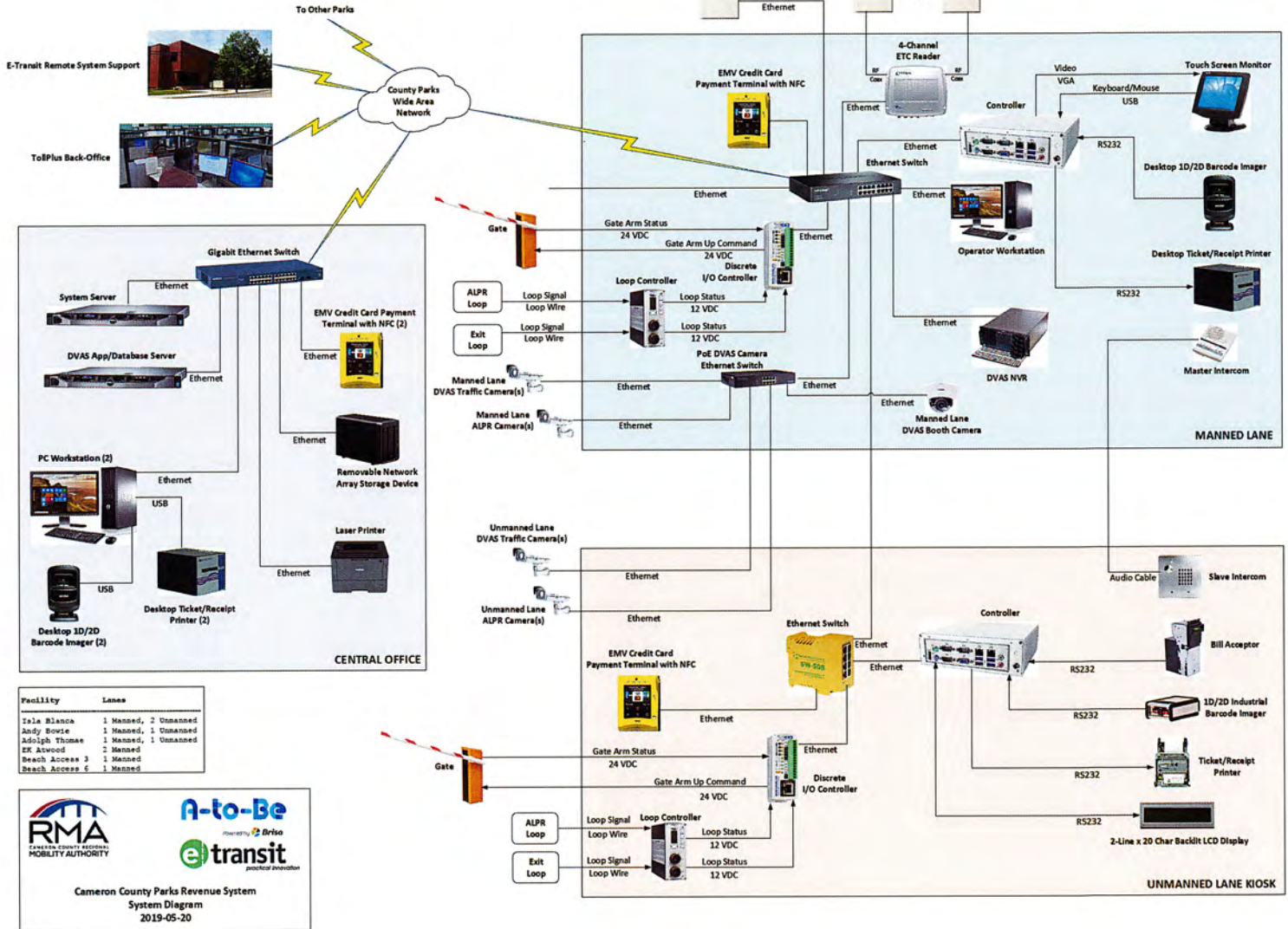


EXHIBIT PARK SYSTEM – 2

LIST OF PARKS SYSTEM EQUIPMENT

CCRMA Parks System Manned Lane Equipment			
Qty	Description	Manufacturer	Model
	Lane Controller/Toll Terminal System		
1	Touch Screen Monitor	3M	MicroTouch M150SS
	Desktop Ticket Printer		
1	Desktop Ticket Printer	Star Micronics	TSP700II
	Barcode Scanner		
2	Desktop Barcode Scanner	Zebra	DS9208
	Credit Card Payment Terminal		
1	EMV Outdoor Credit Card Reader with NFC	NAYAX	VPOS Touch
	ALPR Camera with IR Illumination		
1	ALPR Camera System	Geovision	GV-LPR1200
1	Illuminator	TBD	TBD
	Ethernet Switch		
1	16-Port Ethernet Switch	TP-Link	TL-SG1016D
	Controller		
1	Commercial Intel Core i3 Mini-ITX Computer	logicsupply.com	ML450G-52
1	Operating System	Redhat	Enterprise Workstation
	Intercom Master		
1	Intercom Master	Aiphone	LEF-3
	Discrete I/O Controller		
1	Discrete I/O Controller	ControlbyWeb	X-410I
	Gate		
1	High-Speed Gate	Automatic Systems	BL229
	Loop Detector		
1	Dual Channel Loop Detector	RenoA&E	S-1200-R-12D
2	Loop Detector Cable Harness	Signal Control	801-4
	Exit Loop Splitter Relay		
1	DPDT Loop Splitter Relay	Automation Direct	782-2C-12D
1	DPDT Loop Splitter Relay Socket	Automation Direct	782-2C-SKT
	DC Power Supply		
1	12 VDC/5A DIN Rail Power Supply	Meanwell	MDR-60-12
1	24 VDC/4A DIN Rail Power Supply	Meanwell	MDR-60-24
	Fans and Filters		
1	NEMA Enclosure and Backplate	Saginaw	TBD
	Fans and Filters		
1	120MM 120 VAC Fan	AC Infinity	HS1238A
1	Louvered Filter Assembly	Master Flow	L6X6A

EXHIBIT PARK SYSTEM – 2

LIST OF PARKS SYSTEM EQUIPMENT

CCRMA Parks System Unmanned Lane Equipment			
Qty	Description	Manufacturer	Model
	Payment Machine Cabinet		
1	Cabinet and Associated Hardware	E-Transit	CCRMACABINET
	Ticket Printer		
1	Kiosk Ticket Printer	Star Micronics	TUP-500 Series
	Ticket Reader Barcode Imager		
1	Barcode Imager	Honeywell	Vuquest
	2 Line x 20 LCD Display		
1	14 x 210 char Serial LCD Display	New Haven Displays	NHD-0420D3Z-FL-GBW-V3
1	TTL to RS232 Converter	startech	IC232TTL
	Ethernet Switch		
1	8-Port DIN Rail Gigabit Ethernet Switch	Trendnet	TI-G80
	Controller		
1	Commercial Intel Core Industrial Mini-ITX Computer	logicsupply.com	ML450G-52
1	Operating System	Redhat	Enterprise Workstation
	Discrete I/O Controller		
1	Discrete I/O Controller	ControlbyWeb	X-410I
	Gate		
1	High-Speed Gate	Automatic Systems	BL229
	Loop Detector		
1	Dual Channel Loop Detector	RenoA&E	S-1200-R-12D
2	Loop Detector Cable Harness	Signal Control	801-4
	Exit Loop Splitter Relay		
1	DPDT Loop Splitter Relay	Automation Direct	782-2C-12D
1	DPDT Loop Splitter Relay Socket	Automation Direct	782-2C-SKT
	Intercom Substation		
1	Intercom Substation	AtlasIED	VPCS-3GPB-245
	DC Power Supply		
1	5 VDC/2A DIN Rail Power Supply	Meanwell	MDR-10-5
1	12 VDC/5A DIN Rail Power Supply	Meanwell	MDR-60-12
1	24 VDC/4A DIN Rail Power Supply	Meanwell	MDR-60-24
	Credit Card Payment Terminal		
1	EMV Outdoor Credit Card Reader with NFC	NAYAX	VPOS Touch
1	Misc. hardware, cables, connectors, etc.	TBD	TBD
	ALPR Camera with IR Illumination		
1	ALPR Camera System	Geovision	GV-LPR1200
1	Illuminator	TBD	TBD
	Fans and Filters		
1	120MM 120 VAC Fan	AC Infinity	HS1238A
1	Louvered Filter Assembly	Master Flow	L6X6A
	Faceplate Decals		
1	Custom Decals	E-Transit	CCMADECAL

EXHIBIT PARK SYSTEM – 2

LIST OF PARKS SYSTEM EQUIPMENT

CCRMA Parks Ssytem Central System Equipment			
Qty	Description	Manufacturer	Model
Network Equipment			
1	24-Channel Managed Gigabit Ethernet Switch	Netgear	GS724T
Laser Printer			
1	Monochrome Laser Printer	Brother	HL-L5100DN
Central Server Computer System			
1	Central Server	Dell	R340
1	Central Server OS	Redhat	Enterprise Linux
1	Central Server Database	Informix	Version 12.8
1	Antivirus/Malware Software	Comodo	Antivirus
Desktop Ticket Printer			
1	Desktop Ticket Printer	Star Micronics	TSP700II
Desktop Barcode Scanner			
2	Desktop Barcode Scanner	Zebra	DS9208
Credit Card Reader			
1	EMV Outdoor Credit Card Reader with NFC	NAYAX	VPOS Touch
Backup NAS			
1	Removable Network Backup NAS	Synology	DS218j
2	4-TB "Data" Enterprise Hard Drive	Seagate	ST4000NM0033
Server IP KVM System			
1	IP KVM System	Lantronix	Spider Duo
Server Keyboard, Mouse and Monitor			
1	Monitor	Dell	S2415H
1	Keyboard and Mouse Combo	Logitech	MK120
PC Workstation			
2	PC Workstation with Intel Core i5 CPU, 8GB RAM, 1-TB GB Drive, DVD Burner, OS, Keyboard and Mouse, etc.	Lenovo	M710e
2	PC Workstation to Ethernet Switch CAT 6 Cable	SF Cables	CAT6-25
2	PC Workstation 23" LCD Monitor	Dell	P2419H
2	Anti-Virus/Malware	TotalAV	Pro Edition
AC Power Switches and Power Strips			
1	8-Port Rack Mount Network Remote AC Power Switch	Cyberpower	PDU41001
2	8-Port RACK-Mount AC Power Strip with Surge Protection	Kueen	HC-1U-8P-0B

CCRMA Parks System ETC Equipment			
Qty	Description	Manufacturer	Model
4	4-Channel ETC Reader System	Star Systems	Titan (HRD22000-F-1A)
4	4-Channel ETC Reader	Star Systems	Titan (HRD22000-F-1A)
4	ETC Reader Data Cable Assembly	Star Systems	HCB15000-1
4	ETC Reader PoE Injector	Linksys	LACPI30
ETC Antenna and Associated Equipment			
9	ETC Antenna	Star Systems	Hydra
1100	Feet of RFID Antenna to Reader LM-400 Coax Cable	Times Microwave	LMR-400-DB
27	Coax Connectors	TBD	TBD
1-Channel Integrated ETC Reader/Antenna System			
2	1-Channel RFID Reader	Star Systems	ProCyon
2	Reader Data Cable Assembly	Star Systems	HCB15000-1
2	ETC Reader PoE Injector	Linksys	LACPI30

**ATTACHMENT B
CAMERON COUNTY PARKS USER FEE SYSTEM
ALLOCATION OF RESPONSIBILITY**

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

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

Work Segment – 1 Integration Work Segment – 2 Maintenance	Cameron County Parks System			CCRMA			Comments Other Responsibility/Information
	1	2	3	1	2	3	
CAMERON COUNTY PARKS USER FEE SYSTEM							
UFS Implementation Schedule	B	D	B	A	A	A	CCRMA will manage implementation schedule and provide monthly updates on project progress
UFS Procurement of Materials/Equipment	C	C	C	A	A	A	CCRMA will manage the order of the necessary equipment. CCRMA will coordinate with the Cameron County Parks System for safekeeping and storage of equipment
Lane System Development and Design,	C	C	C	A	A	A	CCRMA will develop and design required UFS layout using existing infrastructure to minimize infrastructure improvements
Database management systems, Host Server, system interface with CCRMA BOS	D	D	B	A	A	A	CCRMA will provide all management oversight to ensure installation and development of system interfaces. Cameron County Parks System will assist with network connection into bridge office from host server
Back Office System Design, Development, and Customization	D	D	D	A	A	A	CCRMA will customize its Back Office System to match interoperable transactions

**ATTACHMENT B
CAMERON COUNTY PARKS USER FEE SYSTEM
ALLOCATION OF RESPONSIBILITY**

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

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

Work Segment – 1 Integration Work Segment – 2 Maintenance	Cameron County Parks System			CCRMA			Comments Other Responsibility/Information
	1	2	3	1	2	3	
CAMERON COUNTY PARKS USER FEE SYSTEM							
Merchant Card Services for BOS	D	D	D	A	A	A	CCRMA will provide the interface for Merchant Card Services for CC and ACH payments to flow
Network access and VPN tunnel for Cameron County Parks System Facilities	A	A	A	B	B	B	Cameron County Parks System will provide direct oversight and implementation to develop VPN tunnel with current network provider to facilitate access from CCRMA BOS to Cameron County Parks System facilities. CCRMA will support and coordinate all details required to connect to other side of tunnel
Customer correspondence development and design. The new system will provide various communication through email correspondence	B	B	B	A	A	A	CCRMA will provide templates for all customer communications coming from the CCRMA System.
Utilities required for integration at Cameron County Parks System facilities	A	A	A	B	B	B	CCRMA will coordinate with Cameron County Parks System if any new utilities or connections required.

**ATTACHMENT B
CAMERON COUNTY PARKS USER FEE SYSTEM
ALLOCATION OF RESPONSIBILITY**

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

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

Work Segment – 1 Integration Work Segment – 2 Maintenance	Cameron County Parks System			CCRMA			Comments Other Responsibility/Information
	1	2	3	1	2	3	
CAMERON COUNTY PARKS USER FEE SYSTEM							
Federal and State agency coordination if any required during installation	A	A	A	B	B	B	Cameron County Parks System to lead coordination, if any required, with Federal State agencies during installation
System integration Testing, Factory Acceptance Testing, and Site Acceptance Testing	B	B	B	A	A	A	CCRMA will manage all required testing and provide reporting results.
Permits, certifications, and licenses required for installation activities and operations	C	D	B	A	A	A	CCRMA will provide all details required for permits and obtainment of permits and licenses for UFS operations if required.
Customer Awareness Campaign and Transition Planning	B	B	B	A	A	A	CCRMA will develop plan and coordinate with Cameron County Parks System for execution of plan to reduce operational impacts caused by transition
Remote Maintenance and system monitoring	C	C	C	A	A	A	CCRMA will provide remote maintenance monitoring
Preventative Maintenance onsite	C	C	C	A	A	A	CCRMA will provide onsite preventative maintenance and support on a monthly basis or as needed.
Local Maintenance 24/7 Support	C	C	C	A	A	A	CCRMA will provide maintenance support on call 24/7. In accordance with current interlocal agreement

**ATTACHMENT B
CAMERON COUNTY PARKS USER FEE SYSTEM
ALLOCATION OF RESPONSIBILITY**

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

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

Work Segment – 1 Integration Work Segment – 2 Maintenance	Cameron County Parks System			CCRMA			Comments Other Responsibility/Information
	1	2	3	1	2	3	
CAMERON COUNTY PARKS USER FEE SYSTEM							
24/7 System Maintenance Support	C	C	C	A	A	A	CCRMA provides 24/7 maintenance support on system.
Storage of Spare Equipment Parts	A	A	A	B	B	B	Cameron County Parks System will provide facilities for storage of equipment spares for UFS

**ATTACHMENT C - COST SCHEDULE
CAMERON COUNTY PARKS USER FEE SYSTEM**

Cameron County Parks User Fee System - Cost Schedule

Pricing Component	Price
Work Segment 1 - Integration (10 Fully operational ETC Lanes) 5 Manned, 3 Unmanned, and 2 Mixed Lanes	
Materials, Equipment, Configuration, and Installment	\$ 419,983
System Requirements Development, Design, and Documentation	\$ 479,980
Testing	\$ 191,992
Project Management	\$ 107,996
Total Cost *	\$ 1,199,950
<i>* total cost subject to change at the Parks System discretion of additional equipment and services</i>	

Work Segment 2 - Maintenance

*** Cost escalates at 2% annually*

Monthly Maintenance Cost**	\$2,500
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ATTACHMENT D - SCHEDULE FOR IMPLEMENTATION

[illegible]

**4-I CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK
AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 9 WITH S&B
INFRASTRUCTURE, LTD., FOR GEC PROFESSIONAL SERVICES FOR THE
MEXICAN AGENCIES COORDINATION.**

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 9**

This Supplemental Work Authorization No. 1 is made as of this 28th day of June, 2019, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and S&B Infrastructure, Ltd. ("GEC").

The work to be performed by the GEC under this Supplemental Work Authorization is for the following purpose, consistent with the Services defined in the Agreement: *Professional services including providing Mexican Agencies Coordination.*

Section A. - Scope of Services – No Change

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents according to the schedule as shown on Exhibit C.

Section C. – Compensation

Paragraph C.1 is hereby amended to increase the overall maximum amount from \$18,839.97 to \$37,679.94, an increase of \$18,839.97 based on the attached fee estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.

C.1. The Authority shall pay the GEC under the following acceptable payment method – Lump Sum Payment Method.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

Section D. - Authority's Responsibilities – No Change

Section E. - Other Provisions – No Change

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

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: 

Name: Frank Parker, Jr., Chairman

Date: 06/28/19

S&B INFRASTRUCTURE, LTD.

By: 

Name: Daniel O. Rios, PE, President

Date: 05/15/19

LIST OF EXHIBITS

Exhibit C - Work Schedule

Exhibit D - Cost Proposal

EXHIBIT C

Schedule of Work

The **Engineer** will diligently pursue the completion of the **Project** as defined by the milestones and deliverable due dates.

The **Engineer** will inform the **Authority** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule(s) of work.

NOTICE TO PROCEED -- Upon Execution

PROVIDE ALL DELIVERABLES AS STATED IN WORK ORDER –

Binational Coordination	NTP - June 28, 2019
Monthly Meeting Coordination	Throughout Project
Work Authorization Complete	June 28, 2019

PROJECT: Mexican Agencies Coordination (thru June 28, 2019)
 CLIENT: CCRMA
 CONTRACT: GEC Contract
 COUNTY: Cameron
 S & B JOB NO.: U2716.900 - SWA1 to WA9

05/15/19

EXHIBIT D -- COST PROPOSAL

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	Principal	Quality Manager	Project Manager	MAN-HOURS						Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (III)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS	FEE	TOTALS
	164	GENERAL COORDINATION for Bid Packaging and Letting																					
		Project Coordination	S & B	BASIC																			
		Mexican Agencies Coordination	CPI	BASIC																			
		Sub Total (164 - GENERAL COORDINATION for Bid Packaging and Letting)			0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	3	\$824.97
																							\$15,015.00
		LABOR TOTALS																					
		Total Hour	MULTIPLIER		0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	3	
		CONTRACT RATES (\$/MAN-HOUR)	3.7717		299.96	249.99	274.99		185.00	110.00	89.99			245.16	224.98	207.44	169.73	115.00	99.89				
		BASE RATES (\$/MAN-HOUR)			79.53	66.26	72.91		49.05	29.17	23.86			65.00	59.65	55.00	45.00	30.49	26.31				
		NON LABOR TOTAL																					\$0.00
		BASIC SERVICE TOTAL																					\$ 18,839.97
		PROJECT TOTAL																					\$18,839.97

Exhibit D - Cost Proposal

**S&B - CCRMA Mexican Agencies Coordination
Cruces y Puentes Internacionales S.A. de C.V.**

LABOR

Description	Project Manager	Admin/ Clerical	Totals
	Hours	Hours	Hours
Mexican Agencies Coordination (Binational Coordination, Monthly Meeting Coordination, etc. - See Scope of Work)	19	12	31
Total Labor Hours	19	12	31
Rate	\$275.00	\$65.00	
Total Monthly Labor Cost	\$5,225	\$780	\$6,005.00
Total Labor Cost for 3 months (April, May, & June 2019)			\$18,015

**4-J CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES
AGREEMENT WITH S&B INFRASTRUCTURE, LTD. FOR THE CBP PRIMARY
LANE EXPANSION PROJECT AT THE VETERANS INTERNATIONAL BRIDGE
AT LOS TOMATES.**

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, pursuant to a qualifications-based selections process consistent with provisions of federal regulations (23 C.F.R. § 172), the Professional Services Procurement Act (Tex. Gov't Code § 2254.001. et seq.), and the Authority's "Policies and Procedures Governing Procurements of Goods and Services," the Cameron County Regional Mobility Authority (the "Authority") selected S&B Infrastructure, Ltd. (the "Engineer") to provide general consulting civil engineering services for the Authority; and,

WHEREAS, the Authority and the Engineer entered into that certain Agreement for General Consulting Civil Engineering Services effective as of May 10, 2018 (the "Master Agreement"); and,

WHEREAS, the Authority needs the Engineer to provide additional general consulting civil engineering services for the CBP Primary Lane Expansion Project at the Veterans International Bridge at Los Tomates (the "Project"); and,

WHEREAS, the Project is funded entirely by local funds pursuant to an interlocal agreement between the Authority and Cameron County, Texas; and,

WHEREAS, the Engineer agrees to provide general consulting civil engineering services for the Project in accordance with this Agreement; and,

WHEREAS, this Professional Services Agreement (the "Agreement") between the Authority and the Engineer is hereby entered into and agreed to as of the 28th day of June 2019 (the "Effective Date");

NOW, THEREFORE, the parties agree, as follows:

1.0 Definitions.

- 1.1 Authority.** Any reference herein to the "Authority" shall be interpreted to mean the same as the Cameron County Regional Mobility Authority.
- 1.2 Engineer.** Any reference herein to the "Engineer" shall be interpreted to mean the same as S&B Infrastructure, Ltd.
- 1.3 The Agreement.** The Agreement is comprised of the Agreement, the Exhibits listed and referenced herein, and all formal changes to any of those documents by addendum or other agreement signed by the Authority and the Engineer. This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. Services required by any page, part, or portion of the Agreement shall be deemed to be required as if called for in the whole Agreement and no claim for extra Services shall be based upon the fact that the description of the Services in question is incomplete.

- 1.4 Services.** Any reference herein to the “Services” shall be interpreted to mean the same as those certain general consulting civil engineering services for the Project described on **Exhibit 1** attached hereto and incorporated by reference as well as any Services required for the Project that are described in **Appendix A** to the Master Agreement.
- 1.5 Project.** Any reference herein to the “Project” shall be interpreted to mean the same as the CBP Primary Lane Expansion Project at the Veterans International Bridge at Los Tomates.
- 1.6 Provision of All Things Required.** Anything that may be required, implied or inferred by the Agreement, shall be provided by the Engineer for the Compensation.
- 1.7 Privity only with the Engineer.** Nothing contained in this Agreement shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Authority and any person except the Engineer and the Engineer's permitted successors and assigns.
- 1.8 “Include” Intended to be Encompassing.** “Include”, “includes”, or “including”, as used in the Agreement, shall be deemed in all cases to be followed by the phrase, “without limitation.”
- 1.9 Use of Singular and Plural.** Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.10 Definition of Material Breaches not Exhaustive.** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Agreement.
- 2.0 Engineer’s Representations.** In order to induce the Authority to execute this Agreement and recognizing that the Authority is relying thereon, the Engineer, by executing this Agreement, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Agreement, or implied by operation of law, makes the following express representations to the Authority:
- 2.1** The Engineer is fully qualified to perform the Services.
- 2.2** The Engineer shall maintain all necessary licenses or other authorizations necessary for the Services until the Engineer’s duties under this Agreement have been fully satisfied.

- 2.3 The Engineer has the expertise, experience, and knowledge as well as the necessary team, personnel, and financial capability to perform the Services in accordance with the terms of this Agreement.
- 2.4 Prior to the execution of this Agreement, the Engineer has become familiar with the Project and the Services required by this Agreement as well as has reviewed the Authority's concerns, if any, and the Engineer accepts the foregoing in entering into this Agreement.
- 2.5 The Engineer assumes full responsibility to the Authority for the improper acts and omissions of its subcontractors, subconsultants, or others employed or retained by Engineer in connection with the Services.

3.0 Compensation.

- 3.1 The total not-to-exceed (NTE) value of the Agreement is the amount of **ONE HUNDRED EIGHT THOUSAND SIX HUNDRED FOUR AND 56/100 DOLLARS (\$108,604.56)** to be paid in accordance with the provisions herein. The Engineer exceeds the NTE amount at its own risk. The Authority reserves the right to amend this amount (increase/decrease) at any time during the Agreement when the Authority determines, in its sole discretion, that doing so is in its best interests. The foregoing right includes the Authority requiring the Engineer to modify the Services by executing an amendment or other supplemental agreement.
- 3.2 Subject to section 3.1, the Authority and the Engineer shall otherwise comply with the compensation and billing requirements described in the Master Agreement except that, to the extent that such requirements do not apply to a not-to-exceed agreement or to the use of local funds, such requirements shall not apply to this Agreement.
- 3.3 Notwithstanding any other provision of this Agreement, the Authority shall only be obligated to issue payment under this Agreement to the extent local funds are available.

4.0 Authority's Obligations. Pursuant to the Agreement, the Authority agrees to perform any obligations of the Authority as detailed herein.

- 4.1 The Authority shall review any documents submitted by the Engineer requiring the Authority's decision, and shall render any required decisions pertaining thereto.
- 4.2 The Authority shall provide the Engineer with such information, existing and reasonably available, or necessary to the Engineer's performance of the Agreement as the Engineer may request.
- 4.3 The Authority's agreement not to exercise, or its delay or failure to exercise, any right under the Agreement or to require strict compliance with any obligation of the

Engineer under the Agreement shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

- 4.4 Right to Audit.** The Authority shall be entitled to rely upon the accuracy and completeness of the information furnished by the Engineer in connection with its request for payment. The Authority shall have the right, however, upon demand, to make a detailed examination, audit, or inspection of the Engineer's books and records for the purpose of verifying the accuracy and completeness of such information. In the event the Authority determines that the Engineer has been paid any sums not due, then such sums shall be reimbursed by the Engineer to the Authority within two (2) Working Days of written demand by the Authority.

5.0 Additional Obligations of the Engineer.

- 5.1** The Engineer shall be solely responsible for providing supervision and oversight to all of the Engineer's personnel.
- 5.2** The Engineer agrees to submit a status report to the Authority at least one (1) time every ten (10) business days during the term of this Agreement in addition to any scheduling and reporting requirements under the Agreement.
- 5.3** The Engineer warrants and represents that it will assign only qualified personnel to perform the Services.
- 5.4** All Services provided by the Engineer shall be done in accordance with applicable all Federal, State and local laws, regulations, codes, and ordinances.
- 5.5** The Engineer shall provide insurance for the Services performed for this Project consistent with the insurance requirements described in the Master Agreement.
- 5.6** The Engineer, in connection with performing its services hereunder, will have access to or may be provided certain confidential information concerning the Authority and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Authority or any other information which a reasonable person could conclude that should remain confidential (collectively "Confidential Information"), will not be disclosed to any party and without limitation, any employee of the Authority or any client or potential client of the Authority at any time, except for the Engineer's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Engineer acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Engineer further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Authority. The Authority will have the right to enforce the Agreement by specific performance, as well as hold the Engineer liable for any damages caused by any disclosure of any Confidential

Information, whether intentional or inadvertent. The Engineer agrees that it has received valuable consideration for the entering into of the Agreement and agrees to be bound all of its terms and conditions. The Agreement will be binding on the Engineer and any attorney, accountant, financial advisor, or other consultant who also may be provided Confidential Information.

- 5.7 The Engineer shall comply with any other requirements of the Master Agreement applicable to this Agreement.

6.0 Notices, Invoices, and Reports.

- 6.1 All notices, invoices, or reports shall be delivered to the Authority and to the Engineer in accordance with the notice provisions of the Master Agreement.

7.0 Additional Considerations.

- 7.1 **Severability.** The invalidity of any provision of the Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision herein.
- 7.2 **Applicable Laws.** THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF CAMERON COUNTY, TEXAS.
- 7.3 **Official, Agent and Employees of the Authority Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any Director, officer, employee, or agent of the Authority in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 7.4 **Subcontractors/Subconsultants.** Unless otherwise authorizing in writing by the Authority, the Engineer may not use any subcontractors or subconsultants to accomplish any portion of the Services without obtaining the prior written permission of the Authority. Moreover, by signing the Agreement, the Engineer is certifying to the Authority that the Engineer shall not enter into any subcontract with a subcontractor or a subconsultant that is debarred or suspended by the Texas Department of Transportation or any federal agency. By entering this Agreement, the Authority provides its written permission for the Engineer to use the services of the subcontractors or subconsultants listed on **Exhibit 3** attached hereto and incorporated by reference. Notwithstanding the foregoing, in no way does the Authority providing written permission to the Engineer to use the services of a subcontractor or subconsultant waive the Authority's governmental immunity or

make such subcontractor or subconsultant a third party beneficiary to this Agreement.

- 7.5 Attorney's Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 7.6 Independent Contractor.** The Engineer is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 7.7 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 7.8 Time of the Essence.** Time is of the essence under this Agreement as to each provision in which time of performance is a factor.
- 7.9 Limitation of Liability.** IN NO EVENT SHALL THE AUTHORITY BE LIABLE TO THE ENGINEER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.
- 7.10 Indemnification.**
- 7.10.1** THE ENGINEER RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS, WHICH ARE CAUSED BY, ARISE OUT OF, OR OCCUR DUE TO ANY FAILURE OF THE ENGINEER TO PERFORM THE OBLIGATIONS REQUIRED BY THE AGREEMENT AS WELL AS FEDERAL, TEXAS, OR OTHER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF THE ENGINEER, OR THE ENGINEER'S AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR OTHER THIRD PARTIES. THE ENGINEER HEREBY WAIVES ANY RIGHT TO

DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE ENGINEER.

- 7.10.2** In this connection, it is expressly agreed that the Engineer shall, at its own expense, defend the Authority, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act of the Engineer the consequences of which the Engineer has indemnified the Authority. If the Engineer shall fail to do so, the Authority shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Engineer including attorney's fees and court costs.
- 7.10.3** Any money due to the Engineer under and by virtue of the Agreement, which the Authority believes must be withheld from the Engineer to protect the Authority, may be retained by the Authority so long as it is reasonably necessary to ensure the Authority's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Authority provided, however, the Engineer's payments shall not be withheld, and its surety shall be released, if the Engineer is able to demonstrate that it has adequate liability and property damage insurance to protect the Authority from any potential claims.
- 7.10.4** The Engineer shall provide that any contractual arrangement with a subcontractor or subconsultant shall be in conformance with the terms of the Agreement including the terms of this indemnity provision. The Engineer guarantees that it will promptly handle and rectify any and all claims that may be made against it or any of its subcontractors or subconsultants in connection with the Agreement.
- 7.10.5** THE ENGINEER RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF THE AUTHORITY, OR THE AUTHORITY'S AGENTS, EMPLOYEES, OR OTHER THIRD PARTIES. THE ENGINEER HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT

THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS
LEGALLY ENFORCEABLE AGAINST THE ENGINEER.

- 7.11 Rights in Data (Ownership and Proprietary Interest).** The Authority shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the Engineer pursuant to the terms of the Agreement, including but not limited to, videos, reports, or other documents or information concerning the Agreement.
- 7.12 Assignment/Transfer.** The Engineer shall not assign or transfer any of its rights or interest under the Agreement without first obtaining the Authority's prior written consent to such assignment or transfer. Whether to provide such prior written consent shall be in all respects within the Authority's sole and absolute discretion.
- 7.13** THE ENGINEER EXPRESSLY AGREES THAT: (1) THE AUTHORITY RETAINS ITS GOVERNMENTAL IMMUNITY IN ALL RESPECTS UNDER THIS AGREEMENT; AND, (2) NO AGREEMENTS, BETWEEN THE ENGINEER AND ANY THIRD PARTY SHALL BE ENFORCEABLE AGAINST THE AUTHORITY. THE ENGINEER WARRANTS TO THE AUTHORITY THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT AND THAT, IN THE EVENT A THIRD PARTY ATTEMPTS TO HOLD THE AUTHORITY LIABLE FOR ANY ACTION OR INACTION OF THE ENGINEER, THAT THE ENGINEER SHALL INDEMNIFY THE AUTHORITY UNDER SECTION 7.10.
- 7.14** IN THE EVENT OF A QUESTION AS TO THE INTERPRETATION OF ANY PROVISION OF THIS AGREEMENT, THE PROVISION SHALL NOT BE CONSTRUED AGAINST THE DRAFTING PARTY. THIS INCLUDES BUT IS NOT LIMITED TO THE ENGINEER'S AGREEMENT THAT SECTION 7.10, AND ANY OTHER CLAUSE HEREIN, SHALL IN NO EVENT BE STRICTLY CONSTRUED AGAINST THE AUTHORITY.

8.0 Exhibits.

- 8.1** The following noted documents are a part of the Agreement:

8.1.1 Exhibit 1. Description of Services.


8.1.2 Exhibit 2. Master Agreement. A true and correct copy of the foregoing may be found at the Authority's office and is incorporated by reference as if fully set forth herein.

8.1.3 Exhibit 3. List of approved Subcontractors/Subconsultants.

8.2 To the extent that any provisions of this Agreement conflict with the provisions of the Exhibits, the more specific provision shall control except that, notwithstanding the foregoing, to the extent that any provision of this Agreement conflicts with a provision of **Exhibit 1**, this Agreement shall control. In the event that any provisions of the Exhibits themselves conflict with each other, **Exhibit 1** shall control. Notwithstanding the foregoing, the provisions of **Exhibit 1** applicable to the use of State or Federal funds shall not apply to this Agreement.

9.0 CERTIFICATIONS. Each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein.

S&B INFRASTRUCTURE, LTD.

By: 
Daniel O. Rios, PE, President

Date: 4/27/2019

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: 
Frank Parker, Jr., Chairman

Date: 4/28/2019

Exhibit 1

Authorities Responsibilities

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

GENERAL

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

- (1) A Notice to Proceed.
- (2) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (3) 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.
- (4) 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.

Services to be Provided by the Engineer

SCOPE DETAILS

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

GENERAL DESCRIPTION

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

The following tasks have been requested by CBP/GSA to be incorporated into the construction documents:

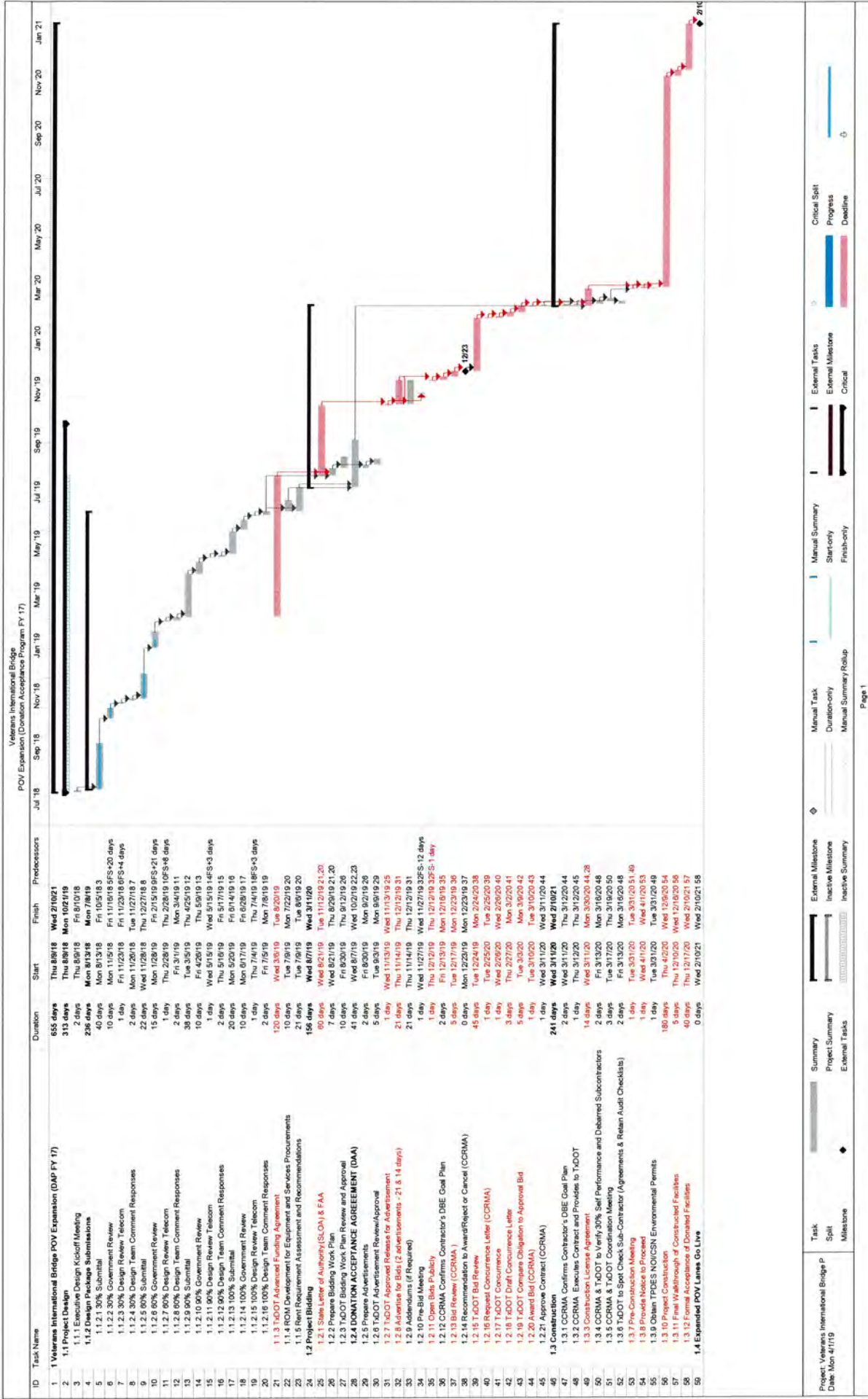
- LEED certification evaluation
- Preparation of artist renderings
- Fire Protections services of a registered Fire Protection Engineer to perform:
 - Evaluation of site fire services
 - Life safety assessment
 - Fire sprinkler design
 - Fire alarm design

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

Note:

Construction Management Services, Environmental reports, Environmental testing, investigation and documentation of hazardous materials, and IT/Security system design for the new facilities are not included in this scope of work.

Work Schedule



PROJECT: Veteran's POV Expansion
 CLIENT: CCRMA
 CONTRACT:
 CSJ:
 COUNTY: Cameron County
 S & B JOB NO.:

06/27/19

FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	Principal	Quality Manager	Project Manager	Env Manager	Env Scientist III	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (III)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS
	163	Miscellaneous Design																	
	163.01	Design of Bus Lane & Headhouse Relocation (Engineer)	S & B	SPECIAL				4			80		120	40	120		364	\$56,064.76	
	163.02	Design of Bus Lane & Headhouse Relocation (Architect & Fire Systems)	SJPA	SPECIAL													0	\$48,140.00	
		Sub Total (163 - Miscellaneous Design)			0	0	4	4	0	0	80	0	120	40	120	0	364		\$104,204.76
	145.01	Project Administration and Coordination																	
		Project Manager (Proj Coord) (2 HRS/WK)	S & B	BASIC			8										8	\$2,199.92	
		Prepare Proj. Meetings Notes	S & B	BASIC							4						0	\$0.00	
		Cameron County RMA Project Coordination	S & B	BASIC			4										8	\$1,999.88	
		Sub Total (145.01 - Project Administration and Coordination)			-	-	12.00	-	-	-	4.00	-	-	-	-	-	16.00		4,199.80
		LABOR TOTALS																	
		Total Hours	MULTIPLIER		0	0	16	0	0	0	84	0	120	40	120	0	380		108,404.56
		CONTRACT RATES (\$/MAN-HOUR)	3.7717		200.96	249.99	274.99	185.00	69.99	245.10	224.98	207.44	180.73	115.00	90.90	64.99			
		BASE RATES (\$/MAN-HOUR)			79.63	66.28	72.91	49.05	23.86	65.00	59.65	55.00	45.00	30.49	20.51	17.23			
	160	NON LABOR																	
		Courier Service	S & B	SPECIAL														\$200.00	\$200.00
		Sub Total (F.C. 160)																	
		NON LABOR TOTAL																\$200.00	
		BASIC SERVICE TOTAL																\$	4,199.80
		PROJECT TOTAL																	\$108,604.56

Consultant's Cost Proposal

The maximum amount payable for the Scope of Services to be performed by the **Consultant** under this work authorization is as follows:

VIB ADDITIONAL SERVICE	FEE
DESIGN SERVICES	\$48,140.00
LEED Registration	\$1,500.00
LEED Consulting	\$8,000.00
New Head House vs. Existing Expansion	\$15,000.00
Incorporate of 2018 Electrical Design Criteria	\$10,000.00
Development of Furniture Plans	\$4,000.00
Fire Protection Engineer	\$9,640.00

Exhibit 3

For this Professional Services agreement, subconsultant services will be provided by SJP.

**4-K CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 4 WITH
TOLLPLUS.**



IMPROVING MORE THAN JUST ROADS

MEMORANDUM

TO: Board of Directors

FROM: Adrian Rincones, Chief Financial Officer

DATE: June 14, 2019

RE: Discussion and Action of Change Order No. 4 with TollPlus LLC

The CCRMA has been working towards the integration and interoperability of tolling systems with International Bridge Systems and other local entities since 2014. In June 2017 the CCRMA executed an interlocal agreement with the City of Pharr to provide a toll collection system with interoperability with the SH 550. The system went live in August of 2018 and full interoperability in December 2018.

The CCRMA has now proposed to provide the toll collection systems for both the Cameron County International Bridge System, Cameron County Parks System, and the Port of Brownsville Commercial Truck Fee System.

In order to provide the additional projects, the current back office will require an upgrade of many features which is represented in this change order. The most notable upgrade would be the AVI Account Management Function. The development of this function allows the CCRMA to distribute and manage its own AVI accounts and provide these services to interoperable agencies. The AVI Accounts will consist of multiple vehicle identifiers such as; sticker tags, RFID cards, Barcoded Tickets/Coupons, and Mobile Applications (when available).

The deployment of this upgrade will work concurrently with the development of the interoperability projects mentioned above. The schedule will need to be maintained in order to deliver the projects as per the agreement terms.

The cost for this change order will be offset with the payment from the interoperability projects.

Staff Recommends approval of this Change Order

Request No: CCRMA-C04-18_03_19		Project/System: CCRMA Bridges and Parks	
Name of the Client: CCRMA			
Originator: Adrian Rincones, CFO		Affected Area: CCRMA BOS	
Date Raised:		Priority:	High
Type: Enhancement		Phase/Milestone: See below	
<p>Change Description:</p> <p>The Back-Office System for CCRMA requires enhancements, in order to integrate 3 toll entities which include Cameron County International Bridge System (3 International Toll Bridges), Cameron County Parks (4 parks with two seasonal toll booths) and the Brownville Navigation District aka Port of Brownsville (total of 2 entrance gates with a third under development). All toll entities impacted by this change order is one single Back Office System for CCRMA. To include, tag functionality, customization for CCRMA interfaces and business rules, data migration, and the incremental on-going hosting and maintenance.</p>			
<p>Actions to be taken and impacted areas:</p> <ul style="list-style-type: none"> • Migrate current CCRMA System to new Angular platform <ul style="list-style-type: none"> ○ RBP accounts (Register By Plate aka Post Paid Video) ○ PBM Account functionality ○ Collections ○ Print and Correspondence ○ Data Migration • Prepaid Account functionality <ul style="list-style-type: none"> ○ Prepaid tag accounts ○ Zero balance accounts ○ Monthly and Annual pass Issuance to support County park access ○ Account transition to PBM (for delinquent accounts) ○ Generate Statements and other correspondence ○ Account notifications (email and SMS) ○ Generate TVL files for CCRMA, Bridges, and Parks Host systems • Inventory Management <ul style="list-style-type: none"> ○ Manage inventory ○ Tag Issuance (6C and Portable Tags) ○ Coupon/Tickets Issuance • Interoperability with tolling entities: <ul style="list-style-type: none"> ○ Cameron County Coastal Parks <ul style="list-style-type: none"> ▪ Isla Blanca ▪ Andy Bowie ▪ Ek Atwood ▪ Beach Access 6 (seasonal toll booth) ▪ Beach Access 3 (seasonal toll booth) ▪ Adolph Thomae ○ Cameron County Intl Bridge <ul style="list-style-type: none"> ▪ Free Trade bridge ▪ Gateway bridge ▪ Veterans Intl bridge ○ Brownsville Navigation District/Port of Brownsville <ul style="list-style-type: none"> ▪ Main Entrance/SH 550 ▪ Secondary Entrance/FM 511 ▪ Third Entrance/South Port Connector (Under Development) 			

Price:

1. **Implementation:** \$1,500,000.00 (fixed price)
2. **Milestones:** Notice to Proceed (NTP) of 25% (\$375,000); Factory Acceptance Testing (FAT) of 50% (\$750,000); Go-Live of 25% (\$375,000)
3. **As a partnering commitment to CCRMA, TollPlus agrees to have a fixed fee of \$500,00 for any future new facilities to be on-boarded through December 2021.**
4. **Maintenance:** Additional maintenance fee of \$12,000.00 per month which includes the interoperability of the above three tolling entities. If additional facilities are included, maintenance fees will be evaluated and presented for approval by CCRMA. This fee includes the following services:
 - L1, L2 and L3 Support for the System and Infrastructure with 24x7 coverage with dedicated 30+ member O&M team
 - PCI, SOC certifications
 - Cloud Service
 - Full DR Capabilities with yearly DR testing
 - Quarterly PCI scans and other tests
 - 2 firewalls and Load balancer
 - Firewall activity monitoring for Intrusion Detection
 - Managing additional data backup's other than primary and DR data centers
 - Archival and Purging of the data that meets the data retention requirements
 - Windows and other updates and patches
 - Maintenance of 5 different environments (DEV, Internal QA, Internal Pre-Prod, Customer QA, Production, DR etc)

Tentative GO-LIVE Date:

January 31, 2020

Accepted by:

Date:

Signature:

Frank Parker, Sr.
6/28/2019

[Signature]

**4-L CONSIDERATION AND APPROVAL OF OBTAINING ADDITIONAL SERVICES
FROM NEOPOST USA.**



IMPROVING MORE THAN JUST ROADS

MEMORANDUM

TO: Board of Directors

FROM: Adrian Rincones, Chief Financial Officer

DATE: June 28, 2019

Digitally signed by Jesus A Rincones
DN: cn=Jesus A Rincones,
ou=CCRMA, ou=
email=arincones@ccrma.
org, c=US
Date: 2019.06.24 10:52:09
-05'00'

RE: Item 4L - Consideration and Approval of additional services with Neopost USA

The following proposal from Neopost USA is for services that will improve the end to end process for our outgoing mail for toll operations. Attached is a summary table of the solutions and benefits the services can provide. These services become necessary with the improved upgrades of the CCRMA back office for Customer AVI Tag Accounts.

The annual cost of the Neopost service is \$12,733.20 the proposed cost savings in just postage of \$12,235 covers 95% of the cost of the new service. Staff believes the additional cost will be covered in the various benefits and enhancements mentioned below.

Staff recommends approval of the service



IMPROVING MORE THAN JUST ROADS

<u>Current Problem</u>	<u>Solution provided by Software</u>	<u>Benefits</u>
Currently the CCRMA averages .48 cents for postage	The new software would allow staff to stack mail batches allowing a lower bulk rate of .41 cents per postage	The analysis of this savings alone covers 96% of the annual cost of the additional service
Current process involves a total of 5 manual steps to complete for each batch of mail daily	Automation of process would reduce to 1	Time savings for staff and reduction of input error
Current process for address correction, verification and composition involves 2 separate softwares	The new software combines these 2 into 1	Time savings and efficiency in operations
Toll Statements and Notices Composition is fixed at its current design and changes can only be made by change order to system	Software is designed for composition flexibility and can be customized on demand	Toll Operations will be able to promote information on notices and run campaigns to improve cash flow with customized marketing on outgoing correspondence. This will especially be important with interoperability of tolling entities
Currently only option is physical mail	Software is designed to provide electronic mail correspondence for customers who opt in for those services	Toll Operations can further reduce current cost of postage by promoting the use of electronic mail for outgoing correspondence.

**4-M CONSIDERATION AND APPROVAL OF MASTER LEASE AGREEMENT FOR A
PRINTER WITH MAINTENANCE WITH TOSHIBA UTILIZING THE DIR CO-OP.**

**Purchase Order**

7/3/2019

A1637

Attention: Attn: Jesus Adrian Rincones**Shipping
and
Mailing
Address:**CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY
3461 Carmen Ave
Rancho Viejo, TX 78575**Vendor Address:****Toshiba Financial Services**
21146 Network Place
Chicago, IL 60673Purchase Contact:
Jesus Adrian Rincones
arincones@ccrma.org
(956) 621-5571

DocuSigned by:

Jesus A Rincones

6B0E20DF61EB4CC...

Description**GL Code****Total**

Open PO Toshiba ES4515AC; Serial # TBD. Hole Puncher, Stapler.
 \$311.23 x 60 months = \$18,673.80. Contract # DIR TSO 3042.
 Contract is for a 60 month FMV Lease. PO Covers the last 3 months
 in current fiscal year, of 60 months lease, a new PO will be issued for
 each new fiscal year until the full 60 monthly payments are fulfilled.
 Service covers all parts and labor. Overages to be billed quarterly, all
 B&W in arrears at fixed rate of .008 each, all color, in arrears at fixed
 rate of .04 each. Rate includes toner, developer and staplers.
 Equipment is to be leased in accordance with the terms and
 conditions of the State of Texas Department of Information
 Resources Contract No. DIR-TSO-3042 Appendix D Master Lease
 Agreement. It is acknowledged and agreed that this Purchase Order
 constitutes a "Schedule" as defined in the Master Lease Agreement.

60190

\$933.69

Purchase Order Total:

\$933.69

Purchase Order Total:

\$933.69

Payment Terms: Net 30

TOSHIBA
 BUSINESS SOLUTIONS

DELIVERY AND ACCEPTANCE CERTIFICATE
TOSHIBA

FINANCIAL SERVICES

ACCOUNT DETAILS

Re: Agreement / Schedule / Supplement Number: 1594386

("Contract")

Legal Company Name: Cameron County Regional Mobility Authority

("Customer")

This certificate of Delivery and Acceptance to the lease, loan, rental or other form of financial services agreement described above ("Contract") is by and between Toshiba Financial Services and the Customer identified above.

Customer, through its authorized representative, hereby certifies Toshiba Financial Services and any assignee of Toshiba Financial Services with respect to the Contract that:

1. The equipment ("Equipment") identified on the Contract, including in any Equipment list attached to the Contract ("Contract Equipment List") has been delivered to the location where the Equipment will be used and which is the "Equipment Location" identified in the Contract.
2. In the event of inconsistencies between the Contract Equipment List and the list of Equipment provided to Toshiba Financial Services by the Supplier of the Equipment, Customer authorizes Toshiba Financial Services to correct the Contract Equipment List and substitute the Equipment identified in such corrected Contract Equipment List as the "Equipment" accepted under the Contract.
3. All of the Equipment has been inspected and is (a) complete, (b) fully functioning, and (c) in good working order.
4. The Equipment is accepted for all purposes under the Contract as of the Acceptance Date below.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. IN WITNESS WHEREOF, Customer's duly authorized representative has executed this Acceptance Certificate as of the Acceptance Date.

Name: *Adrian Rincones*Signature: X Title: *Chief Financial Officer*

Date:

6/28/19

TOSHIBA

BUSINESS SOLUTIONS

AUTOMATED METER READ PROGRAM OPTIONS

AM-2.0.0

Sales Representative: John Diaz

SALES PACKET NUMBER

DATE

05/14/2019

CUSTOMER INFORMATION

Customer Name: Cameron County Regional Mobility Authority	Customer Contact: VICTOR BARRON
Billing Address: 3461 Carmen Ave	Phone #: (956) 621-5571 Ext. Customer PO #
Suite #	Meter Contact: VICTOR BARRON Meter Phone: (956) 621-5571
City: Rancho Viejo State: TX Zip: 78575	Meter Email: VBARRON@CCRMA.ORG

METER COLLECTION CHOICES:

Let your
printers and
copiers do
the reporting
for you.

What is Toshiba's Automated Meter Read Program (AMR)? As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

How much does Toshiba AMR cost me?

Nothing. Ever.

What information does AMR gather?

The automated meter reading system captures all required information for billing purposes; Machine model, Serial number, and usage information.

Is the transmission secure?

Yes. Data is completely secure.

Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:

1 Automated Meter Read (e-Bridge CloudConnect)

Your Toshiba system will be equipped with two-way communication capabilities. TBS will provide updates, system back ups, and meter collection automatically. Equipment MUST be connected to your network.

2 Automated Meter Read (On Site Software)

TBS will provide free AMR software that will automatically pull meter information and input into TBS billing system. Equipment MUST be connected to your network.

3 Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system. End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually. All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

ELECTRONIC INVOICING CHOICE:

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible:

☒ Yes ☐ No

Upon receipt of first TFS Lease invoice, visit www.qdsontheweb.com or call 1-888-899-0497 to register.

Please select preferred Electronic Invoice Method (TBS Invoices Only):

Email Attachment Only:

☒

PDF copy of invoice sent to email listed below

Invoice Portal Access:

☐

Link to web portal allowing invoicing viewing and E-Pay option. Email will be sent with link when new invoices generate.

Email Address for invoice notifications: vbarron@ccrma.org

CUSTOMER ACCEPTANCE:

Print Name: Armin Rinaldi Signature: [Signature] Title: Chief Financial Officer Date: 6/28/19

TOSHIBA

BUSINESS SOLUTIONS

CONNECTIVITY OPTIONS AGREEMENT

CA-1.0.0

Sales Representative: John Diaz

SALES PACKET NUMBER

EFFECTIVE DATE

05/14/2019

CUSTOMER INFORMATION

Customer Name: Cameron County Regional Mobility Authority
 Billing Address: 3461 Carmen Ave
 Address 2:
 City: Rancho Viejo State: TX Zip: 78575

Customer Contact: VICTOR BARRONPhone #: (956) 621-5571 Ext:

Customer PO #:

IT Contact: VICTOR BARRONIT Phone #: (956) 621-5571eMail: VBARRON@CCRMA.ORG**CONNECTIVITY OPTIONS (Check All That Apply)**
☒ **OPTION A: Network Administrator Integration and Training** FREE (\$400 VALUE) (Remote)

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

☐ **OPTION B: Custom Network Integration - Variable / Additional Charges**

Qty

Charge

Unit Description

- Base Device Configuration - Setup of Network Protocols on Device
- Print Driver Installation
- PC Fax Driver Installation
- Print Driver and PC Fax Driver on same Workstation
- Scan to Copier Controller
- Scan to Network Folder
- Scan to Email - Initial Setup of communication to local SMTP server
 - Additional Setup per Scanning Template
 - Off-site SMTP Server
 - Additional Setup per Scanning Template
- Incoming Fax Routing to Copier Controller
- Incoming Fax Routing to Network Folder Location
- Incoming Fax Routing to Email - Initial Setup of SMTP Server
 - Communication to a Local SMTP Server
 - Additional Setup per Destination
 - Off-site SMTP Server
 - Additional Setup per Destination
- User Code Enforcement
- Copier Configuration Backup and Restore

Device
 Workstation
 Workstation
 Workstation
 Scanning Template
 Scanning Template
 Initial Setup
 Scanning Template
 Hour Until Completion
 Scanning Template
 Fax Destination
 Fax Destination
 Initial Setup
 Destination
 Hour Until Completion
 Destination
 10 User Codes
 Backup/Restore Event

Total Connectivity Fee:

Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: \$200.00 per hour.
 Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name: Adrian R. RiosSignature: XTitle: Chief Financial OfficerDate: 6/28/19**DECLINATION**

☐ Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name:

Signature: X

Title:

Date:

TBS ACCEPTANCE

Print Name:

Signature: X

Title:

Date:

STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

Option B: Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

Base Device Configuration Includes:

1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
2. Connect base unit to customer's network via customer supplied/installed cabling.
3. Perform color calibration on base unit and RIP device.

Print Driver Installation Includes:

1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B)
2. Confirm print capabilities via standard print driver test page.

Administrator Training Includes:

1. Training on base unit, print driver and RIP software.
2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

STATEMENT OF WORK ASSUMPTIONS

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
7. All software being utilized is registered and authentic.
8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
9. All network addresses, print queue names and printer names, etc. are available upon request.

TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

Inclusions – Hardware: Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

Inclusions – Software: Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

Service Availability: Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

Exclusions:

1. Electrical work external to the equipment.
 2. Charges to install or improve telephone lines.
 3. Charges to improve electrical service and/or network lines.
 4. Network wiring to improve or connect the hardware to a computer or network.
 5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
 6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.
- In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.
7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.
 8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.

<div style="font-size: 2em; font-weight: bold; color: red; margin: 0;">TOSHIBA</div> <div style="font-weight: bold; margin: 0;">BUSINESS SOLUTIONS</div>		SALES ORDER			
		SO-2.0.0			
Sales Representative: <u>John Diaz</u>		SALES PACKET NUMBER	ORDER DATE		
			05/14/2019		
CUSTOMER INFORMATION					
Customer Name: <u>Cameron County Regional Mobility Authority</u>		Tax ID# <u>39-2050620</u>			
Billing Address <u>3461 Carmen Ave</u>	Phone # <u>(956) 621-5571</u> Ext	Fax#:			
Address 2	Contact <u>VICTOR BARRON</u>	Customer PO#:			
City <u>Rancho Viejo</u> State <u>TX</u> Zip <u>78575</u>	eMail <u>VBARRON@CCRMA.ORG</u>				
EQUIPMENT AND SUPPLIES					
QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SHIP TO ADDRESS	UNIT PRICE	AMOUNT
1	Toshiba e-STUDIO4515AC	ESTUDIO4515AC	3461 Carmen Ave Rancho Viejo, TX 78575		SEE LEASE
1	300-sheet DSDF	MR4000B			
1	2000-sheet Large Capacity Feeder	KD1059B			
1	Bridge Kit	KN5005			
1	Console Finisher w/ Stapling	MJ1109B			
1	Analog Fax Unit / 2nd Line Fax Unit	GD1370N			
1	Hole Punch	MJ6105			
SPECIAL INSTRUCTIONS				Sub Total	SEE LEASE
				Other	
				EOL/Security	
				Professional Fees	
				Connectivity Fees	
				Move Fees	
				Taxable Total	
				Sales Tax %	
				Tax Paid	
				Advance Paid	
				Total	SEE LEASE
CUSTOMER ACCEPTANCE					
You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes. By signing this agreement, the customer acknowledges that he/she has read and understood the terms and conditions of this agreement. 1. Limited Warranty. The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the seller at its option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oiler tubes, pressure pads, lamps, lenses and fuses. This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability or otherwise.					
Print Name: <u>Arrian Riniones</u>		Signature: <u>X</u>	Title: <u>Chief Financial Officer</u>		Date: <u></u>
TBS ACCEPTANCE					
Print Name: <u></u>		Signature: <u>X</u>	Title: <u></u>		Date: <u></u>

TOSHIBA

BUSINESS SOLUTIONS

REMOVAL REPORT

RR-2.0.0

Sales Representative: John Diaz

SALES PACKET NUMBER

DATE

05/14/2019

Customer Name: Cameron County Regional Mobility Authority

This document must be completed and signed by both the customer and a Toshiba Business Solutions (TBS) representative prior to any removal and disposition of equipment from the customer's premises.

EQUIPMENT DETAILS

Physical Location:

Address: 3461 Carmen AvePhone #: (956) 621-5571

Ext.

Fax #:

Address 2:

Contact: VICTOR BARRONCity: Rancho ViejoState: TX

Zip:

email: VBARRON@CCRMA.ORGLeasing Company: XeroxLease #: 123456Make/Model: Xerox WorkCentre 7845EOL Option: DeclinedRemoval Type: Competitive LeaseDisposition: Return to Lease CompanySerial #: 123456

EOL Charge:

Buyout Type: Buyout to ReturnPaid By: TBS to Leasing Co.Replaced By: Toshiba e-STUDIO4515AC

Physical Location:

Address:

Phone #:

Ext.

Fax #:

Address 2:

Contact:

City:

State:

Zip:

email:

Leasing Company:

Lease #:

Make/Model:

EOL Option:

Removal Type:

Disposition:

Serial #:

EOL Charge:

Buyout Type:

Paid By:

Replaced By:

Physical Location:

Address:

Phone #:

Ext.

Fax #:

Address 2:

Contact:

City:

State:

Zip:

email:

Leasing Company:

Lease #:

Make/Model:

EOL Option:

Removal Type:

Disposition:

Serial #:

EOL Charge:

Buyout Type:

Paid By:

Replaced By:

Physical Location:

Address:

Phone #:

Ext.

Fax #:

Address 2:

Contact:

City:

State:

Zip:

email:

Leasing Company:

Lease #:

Make/Model:

EOL Option:

Removal Type:

Disposition:

Serial #:

EOL Charge:

Buyout Type:

Paid By:

Replaced By:

Special

Instructions:

☐

SEE ATTACHED REMOVAL REPORT SCHEDULE FOR ADDITIONAL REMOVED DEVICES

Total End of Life Security Option Charges: \$0.00

DECLINATION

☒ Customer certifies that they have read the Security Options and that they have decided to decline all assistance from TBS regarding enhanced security on their copier/printer. TBS is under no obligation and has no liability concerning data security on said device. It is the Customer's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased prior to disposition of equipment.

Print Name: Aurora RincónSignature: XTitle: Chief Financial Officer

Date:

6/28/19

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name: Aurora RincónSignature: XTitle: Chief Financial Officer

Date:

6/28/19

TBS ACCEPTANCE

Print Name:

Signature: X

Title:

Date:

TERMS AND CONDITIONS

FOR ALL ITEMS WITH REMOVAL TYPE OF: CUSTOMER OWNED

The customer representative signed below attests that the above equipment is owned by the customer and is free and clear of any liens or encumbrances. Upon completion of the associated sale, the title and ownership of this equipment is transferred to TBS.

FOR ALL ITEMS WITH A BUYOUT TYPE: PAID BY TBS TO CUSTOMER-AMOUNT TO BE PAID TO CUSTOMER \$0.00

The customer representative acknowledges that said equipment is leased and that the amount paid to customer and disposition, as indicated, of said equipment and its condition will fulfill its contractual obligations under the lease. If for any reason the amount paid to customer does not satisfy the contractual obligations, the customer assumes any remaining liability with the Leasing Company. It is the responsibility of the customer to provide return instructions. If said equipment cannot be returned until the end of the lease term, the customer must notify the Leasing Company in writing in accordance to the terms of the agreement prior to the end of the lease term. Failure to follow this disposition process could result in additional charges. Toshiba Business Solutions does not assume and will not be financially responsible for any lease renewal payments or additional fees or penalties incurred on the lease referenced above for any reason.

EOL OPTION DEFINITIONS

Basic Security: Includes HDD data scrub to DOD standards (5220-22m), NVRAM and Fax Data Scrub, Reloading System Firmware.

Advanced Security: Includes removing and returning uncleansed HDD to customer, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

Remove and Return: Includes removing and returning uncleansed HDD to customer. This option is only available on customer owned devices.

Optimal Security: Includes removal and destruction of HDD, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

Declined: Customer has declined any assistance from TBS regarding their data and is solely responsible for data security.

No Hard Drive: The device has no hard drive.

Has Secure HDD: Removed device has built in data overwrite and Customer does not require scrubbing or removal

**4-N CONSIDERATION AND APPROVAL OF A TIME EXTENSION TO THE
PROFESSIONAL SERVICES AGREEMENT WITH JWH & ASSOCIATES FOR A
TRAFFIC STUDY AT ISLA BLANCA PARK.**

JWH & Associates, Inc.

3014 Fairway Drive Sugar Land, Texas 77478
956.793.3870 Cell Phone jhudson8@comcast.net Email

June 11, 2019

Mr. Pete Sepulveda, Jr.
Executive Director
Cameron County Regional Mobility Authority
Rancho Viejo, Texas

Re: Professional Services for the Transportation Engineering Services for Traffic Study at Isla Blanca Park Amendment No.1- Request for time extension

Dear Mr. Sepulveda,

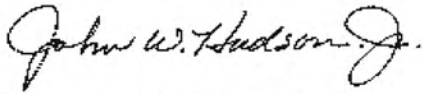
I request that the time of completion for the existing traffic study agreement for the Isla Blanca Park be extended until December 31, 2019. Such extension will provide the opportunity to observed the traffic flow following construction and to assist the CCRMA and County Park System to review the proposed changes to the traffic circulation plans.

The existing traffic study as developed will be completed by June 15, 2019 as required within the agreement. Such study will be provided to the CCRMA as specified within the original agreement.

Any additional services requested by the CCRMA would be charged on an hourly basis with the rates contained in the approved agreement. Any additional expenses would be charged on the basis of the approved agreement.

Please review this proposed action and advise me should you have any changes.

Sincerely yours,

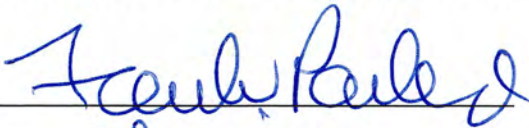


John W. Hudson, Jr. P. E.
President

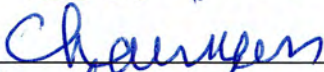
Approved

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

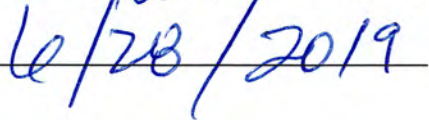
By: _____



Title: _____



Date: _____



- 4-O CONSIDERATION AND APPROVAL OF AN AMENDMENT IN THE AMOUNT OF \$5,940 TO THE PROFESSIONAL SERVICES AGREEMENT WITH JWH & ASSOCIATES FOR A TRAFFIC STUDY AT GATEWAY BRIDGE.**

JWH & Associates, Inc.

3014 Fairway Drive Sugar Land, Texas 77478
956.793.3870 Cell Phone jhudson8@comcast.net Email

June 11, 2019

Mr. Pete Sepulveda, Jr.
Executive Director
Cameron County Regional Mobility Authority
Rancho Viejo, Texas

**Re: Professional Services for the Transportation Engineering Services for
Gateway Bridge Amendment No.1- Request for approval on added services**

Dear Mr. Sepulveda,

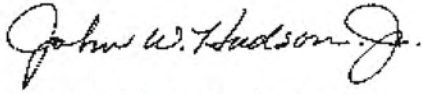
I request approval of the additional services for the Gateway International Bridge Traffic Study. The additional scope of services included the development of a capacity analysis of the GSA's proposed roundabout and to develop traffic modeling simulation that reflects the peak traffic flow through the roundabout. The model will addition the intersection on W. University/Washington to the existing geometrics and will add additional alternatives showing the traffic flows through the proposed federal outbound inspection station.

It is requested that the time extension be extended to December 31, 2109 to allow for continue support to the CCRMA as the traffic study is presented to the Texas Department of Transportation, GSA, and other governmental agencies.

The additional fee requested is **\$5,940.00** to include the services for the development of the traffic model and capacity analysis. The spreadsheet reflecting the proposed hourly services and scope is attached. Any additional services requested by the CCRMA would be charged on an hourly basis with the rates contained in the approved agreement. Any additional expenses would be charged on the basis of the approved agreement.

Please review this proposed action and advise me should you have any changes.

Sincerely yours,



John W. Hudson, Jr. P. E.
President

Approved

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: _____

Title: _____

Date: _____

Terrell Ruler
Chairman
6/28/2010

Exhibit B Spreadsheet of Estimated Fee
Amendment No. 1
Cameron County Gateway Bridge Preliminary Analysis
11 2019

Description of Services and Scope

Hours Amount

Section 1-Introduction

Develop contact personnel by agencies	2	\$440
Review of available plans	4	\$880
Documentation file of proposed project	2	\$440
Total Section 1	8	\$1,760

Section 2- Meetings to review plan for reinovation of Gateway Bridge

Discussions with GSA and meeting either Fort Worth or Bownsville	10	\$2,200
Meeting with Stakeholders in Brownsville	8	\$1,760
Develop summary of meetings and conclusions	6	\$1,320
Total Section 2	24	\$5,280

Section 3- Evaluation of the Impacts of Proposed Changes

Impacts to City- circulation, Street Closures, traffic signals, etc.	3	\$660
Impacts to the Texas Department of Transportation	3	\$660
Impacts to TSC-access, right of way, etc.	3	\$660
Impacts to Cameron County-Administrative Building, toll booths, etc.	8	\$1,760
Total Section 3	17	\$3,740

Section 4- Report Development

Development of report of findings. Project schedule, cost budgeted, etc.	8	\$1,760
Development of proposed scope of services for Traffic Impact Analysis	4	\$880
Total Section V	12	\$2,640

Project Costs 61 \$13,420

Estimated Expenses	Unit	Amount	Cost
Travel to Brownsville airfare from Houston	1	\$400	\$ 400.00
Travel to Fort Worth (GSA) airfare from Houston	1	\$400	\$ 400.00
Lodging in Brownsville	2	\$90	\$ 180.00
Mileage	160	\$0.50	\$ 80.00
Fuel for rent car	1	\$20	\$ 20.00
Parking	1	\$20	\$ 20.00
Per Diem	2	\$50	\$ 100.00
Report reproductions, and printing	1	\$100	\$100.00
CADD	8	\$75	\$600.00
Total Expenses			\$ 1,900.00

Total Estimated Project Fee \$15,320.00

change order

Section Change order- Capacity Analysis and Simulation Model		
Develop capacity analysis of Roundabout	4	\$880
Develop schematic of Roundabout for simulation model	4	\$880
Develop simulation model basic	8	\$1,760
Add alternatives of model Intersection of University and International Blvd	4	\$880
Add model for signals at GSA exit	4	\$880
Add model for Fereral Primary Inspection 1 person, 2 persons, 3 person	3	\$660
Total Section 1	27	\$5,940

Total Contract \$21,260.00

4-P CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH S&B INFRASTRUCTURE, LTD. FOR IMPROVEMENTS TO THE EXPORT DOCK BUILDING AT THE FREE TRADE BRIDGE AT LOS INDIOS.

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, pursuant to a qualifications-based selections process consistent with provisions of federal regulations (23 C.F.R. § 172), the Professional Services Procurement Act (Tex. Gov't Code § 2254.001. et seq.), and the Authority's "Policies and Procedures Governing Procurements of Goods and Services," the Cameron County Regional Mobility Authority (the "Authority") selected S&B Infrastructure, Ltd. (the "Engineer") to provide general consulting civil engineering services for the Authority; and,

WHEREAS, the Authority and the Engineer entered into that certain Agreement for General Consulting Civil Engineering Services effective as of May 10, 2018 (the "Master Agreement"); and,

WHEREAS, the Authority needs the Engineer to provide additional general consulting civil engineering services for Los Indios Export Lot Modification (the "Project"); and,

WHEREAS, the Project is funded entirely by local funds pursuant to an interlocal agreement between the Authority and Cameron County, Texas; and,

WHEREAS, the Engineer agrees to provide general consulting civil engineering services for the Project in accordance with this Agreement; and,

WHEREAS, this Professional Services Agreement (the "Agreement") between the Authority and the Engineer is hereby entered into and agreed to as of the 28th day of June 2019 (the "Effective Date");

NOW, THEREFORE, the parties agree, as follows:

1.0 Definitions.

- 1.1 Authority.** Any reference herein to the "Authority" shall be interpreted to mean the same as the Cameron County Regional Mobility Authority.
- 1.2 Engineer.** Any reference herein to the "Engineer" shall be interpreted to mean the same as S&B Infrastructure, Ltd.
- 1.3 The Agreement.** The Agreement is comprised of the Agreement, the Exhibits listed and referenced herein, and all formal changes to any of those documents by addendum or other agreement signed by the Authority and the Engineer. This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. Services required by any page, part, or portion of the Agreement shall be deemed to be required as if called for in the whole Agreement and no claim for extra Services shall be based upon the fact that the description of the Services in question is incomplete.

- 1.4 Services.** Any reference herein to the “Services” shall be interpreted to mean the same as those certain general consulting civil engineering services for the Project described on **Exhibit 1** attached hereto and incorporated by reference as well as any Services required for the Project that are described in **Appendix A** to the Master Agreement.
- 1.5 Project.** Any reference herein to the “Project” shall be interpreted to mean the same as Los Indios Export Lot Modification.
- 1.6 Provision of All Things Required.** Anything that may be required, implied or inferred by the Agreement, shall be provided by the Engineer for the Compensation.
- 1.7 Privity only with the Engineer.** Nothing contained in this Agreement shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Authority and any person except the Engineer and the Engineer's permitted successors and assigns.
- 1.8 “Include” Intended to be Encompassing.** “Include”, “includes”, or “including”, as used in the Agreement, shall be deemed in all cases to be followed by the phrase, “without limitation.”
- 1.9 Use of Singular and Plural.** Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.10 Definition of Material Breaches not Exhaustive.** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Agreement.
- 2.0 Engineer’s Representations.** In order to induce the Authority to execute this Agreement and recognizing that the Authority is relying thereon, the Engineer, by executing this Agreement, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Agreement, or implied by operation of law, makes the following express representations to the Authority:
- 2.1** The Engineer is fully qualified to perform the Services.
- 2.2** The Engineer shall maintain all necessary licenses or other authorizations necessary for the Services until the Engineer’s duties under this Agreement have been fully satisfied.
- 2.3** The Engineer has the expertise, experience, and knowledge as well as the necessary team, personnel, and financial capability to perform the Services in accordance with the terms of this Agreement.

2.4 Prior to the execution of this Agreement, the Engineer has become familiar with the Project and the Services required by this Agreement as well as has reviewed the Authority's concerns, if any, and the Engineer accepts the foregoing in entering into this Agreement.

2.5 The Engineer assumes full responsibility to the Authority for the improper acts and omissions of its subcontractors, subconsultants, or others employed or retained by Engineer in connection with the Services.

3.0 Compensation.

3.1 The total not-to-exceed (NTE) value of the Agreement is the amount of **THIRTY FIVE THOUSAND EIGHT HUNDRED EIGHTEEN AND 90/100 DOLLARS (\$35,818.90)** to be paid in accordance with the provisions herein. The Engineer exceeds the NTE amount at its own risk. The Authority reserves the right to amend this amount (increase/decrease) at any time during the Agreement when the Authority determines, in its sole discretion, that doing so is in its best interests. The foregoing right includes the Authority requiring the Engineer to modify the Services by executing an amendment or other supplemental agreement.

3.2 Subject to section 3.1, the Authority and the Engineer shall otherwise comply with the compensation and billing requirements described in the Master Agreement except that, to the extent that such requirements do not apply to a not-to-exceed agreement or to the use of local funds, such requirements shall not apply to this Agreement.

3.3 Notwithstanding any other provision of this Agreement, the Authority shall only be obligated to issue payment under this Agreement to the extent local funds are available.

4.0 Authority's Obligations. Pursuant to the Agreement, the Authority agrees to perform any obligations of the Authority as detailed herein.

4.1 The Authority shall review any documents submitted by the Engineer requiring the Authority's decision, and shall render any required decisions pertaining thereto.

4.2 The Authority shall provide the Engineer with such information, existing and reasonably available, or necessary to the Engineer's performance of the Agreement as the Engineer may request.

4.3 The Authority's agreement not to exercise, or its delay or failure to exercise, any right under the Agreement or to require strict compliance with any obligation of the Engineer under the Agreement shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

- 4.4 Right to Audit.** The Authority shall be entitled to rely upon the accuracy and completeness of the information furnished by the Engineer in connection with its request for payment. The Authority shall have the right, however, upon demand, to make a detailed examination, audit, or inspection of the Engineer's books and records for the purpose of verifying the accuracy and completeness of such information. In the event the Authority determines that the Engineer has been paid any sums not due, then such sums shall be reimbursed by the Engineer to the Authority within two (2) Working Days of written demand by the Authority.

5.0 Additional Obligations of the Engineer.

- 5.1** The Engineer shall be solely responsible for providing supervision and oversight to all of the Engineer's personnel.
- 5.2** The Engineer agrees to submit a status report to the Authority at least one (1) time every ten (10) business days during the term of this Agreement in addition to any scheduling and reporting requirements under the Agreement.
- 5.3** The Engineer warrants and represents that it will assign only qualified personnel to perform the Services.
- 5.4** All Services provided by the Engineer shall be done in accordance with applicable all Federal, State and local laws, regulations, codes, and ordinances.
- 5.5** The Engineer shall provide insurance for the Services performed for this Project consistent with the insurance requirements described in the Master Agreement.
- 5.6** The Engineer, in connection with performing its services hereunder, will have access to or may be provided certain confidential information concerning the Authority and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Authority or any other information which a reasonable person could conclude that should remain confidential (collectively "Confidential Information"), will not be disclosed to any party and without limitation, any employee of the Authority or any client or potential client of the Authority at any time, except for the Engineer's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Engineer acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Engineer further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Authority. The Authority will have the right to enforce the Agreement by specific performance, as well as hold the Engineer liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The Engineer agrees that it has received valuable consideration for the entering into of the Agreement and agrees to be bound all of its terms and conditions. The Agreement will be binding on the

Engineer and any attorney, accountant, financial advisor, or other consultant who also may be provided Confidential Information.

- 5.7 The Engineer shall comply with any other requirements of the Master Agreement applicable to this Agreement.

6.0 Notices, Invoices, and Reports.

- 6.1 All notices, invoices, or reports shall be delivered to the Authority and to the Engineer in accordance with the notice provisions of the Master Agreement.

7.0 Additional Considerations.

- 7.1 **Severability.** The invalidity of any provision of the Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision herein.
- 7.2 **Applicable Laws.** THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF CAMERON COUNTY, TEXAS.
- 7.3 **Official, Agent and Employees of the Authority Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any Director, officer, employee, or agent of the Authority in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 7.4 **Subcontractors/Subconsultants.** Unless otherwise authorizing in writing by the Authority, the Engineer may not use any subcontractors or subconsultants to accomplish any portion of the Services without obtaining the prior written permission of the Authority. Moreover, by signing the Agreement, the Engineer is certifying to the Authority that the Engineer shall not enter into any subcontract with a subcontractor or a subconsultant that is debarred or suspended by the Texas Department of Transportation or any federal agency. By entering this Agreement, the Authority provides its written permission for the Engineer to use the services of the subcontractors or subconsultants listed on **Exhibit 3** attached hereto and incorporated by reference. Notwithstanding the foregoing, in no way does the Authority providing written permission to the Engineer to use the services of a subcontractor or subconsultant waive the Authority's governmental immunity or make such subcontractor or subconsultant a third party beneficiary to this Agreement.

- 7.5 Attorney's Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 7.6 Independent Contractor.** The Engineer is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 7.7 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 7.8 Time of the Essence.** Time is of the essence under this Agreement as to each provision in which time of performance is a factor.
- 7.9 Limitation of Liability.** IN NO EVENT SHALL THE AUTHORITY BE LIABLE TO THE ENGINEER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.
- 7.10 Indemnification.**
- 7.10.1** THE ENGINEER RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS, WHICH ARE CAUSED BY, ARISE OUT OF, OR OCCUR DUE TO ANY FAILURE OF THE ENGINEER TO PERFORM THE OBLIGATIONS REQUIRED BY THE AGREEMENT AS WELL AS FEDERAL, TEXAS, OR OTHER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF THE ENGINEER, OR THE ENGINEER'S AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR OTHER THIRD PARTIES. THE ENGINEER HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT

THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE ENGINEER.

- 7.10.2** In this connection, it is expressly agreed that the Engineer shall, at its own expense, defend the Authority, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act of the Engineer the consequences of which the Engineer has indemnified the Authority. If the Engineer shall fail to do so, the Authority shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Engineer including attorney's fees and court costs.
- 7.10.3** Any money due to the Engineer under and by virtue of the Agreement, which the Authority believes must be withheld from the Engineer to protect the Authority, may be retained by the Authority so long as it is reasonably necessary to ensure the Authority's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Authority provided, however, the Engineer's payments shall not be withheld, and its surety shall be released, if the Engineer is able to demonstrate that it has adequate liability and property damage insurance to protect the Authority from any potential claims.
- 7.10.4** The Engineer shall provide that any contractual arrangement with a subcontractor or subconsultant shall be in conformance with the terms of the Agreement including the terms of this indemnity provision. The Engineer guarantees that it will promptly handle and rectify any and all claims that may be made against it or any of its subcontractors or subconsultants in connection with the Agreement.
- 7.10.5** THE ENGINEER RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF THE AUTHORITY, OR THE AUTHORITY'S AGENTS, EMPLOYEES, OR OTHER THIRD PARTIES. THE ENGINEER HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE ENGINEER.

- 7.11 Rights in Data (Ownership and Proprietary Interest).** The Authority shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the Engineer pursuant to the terms of the Agreement, including but not limited to, videos, reports, or other documents or information concerning the Agreement.
- 7.12 Assignment/Transfer.** The Engineer shall not assign or transfer any of its rights or interest under the Agreement without first obtaining the Authority's prior written consent to such assignment or transfer. Whether to provide such prior written consent shall be in all respects within the Authority's sole and absolute discretion.
- 7.13** THE ENGINEER EXPRESSLY AGREES THAT: (1) THE AUTHORITY RETAINS ITS GOVERNMENTAL IMMUNITY IN ALL RESPECTS UNDER THIS AGREEMENT; AND, (2) NO AGREEMENTS, BETWEEN THE ENGINEER AND ANY THIRD PARTY SHALL BE ENFORCEABLE AGAINST THE AUTHORITY. THE ENGINEER WARRANTS TO THE AUTHORITY THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT AND THAT, IN THE EVENT A THIRD PARTY ATTEMPTS TO HOLD THE AUTHORITY LIABLE FOR ANY ACTION OR INACTION OF THE ENGINEER, THAT THE ENGINEER SHALL INDEMNIFY THE AUTHORITY UNDER SECTION 7.10.
- 7.14** IN THE EVENT OF A QUESTION AS TO THE INTERPRETATION OF ANY PROVISION OF THIS AGREEMENT, THE PROVISION SHALL NOT BE CONSTRUED AGAINST THE DRAFTING PARTY. THIS INCLUDES BUT IS NOT LIMITED TO THE ENGINEER'S AGREEMENT THAT SECTION 7.10, AND ANY OTHER CLAUSE HEREIN, SHALL IN NO EVENT BE STRICTLY CONSTRUED AGAINST THE AUTHORITY.

8.0 Exhibits.

- 8.1** The following noted documents are a part of the Agreement:
- 8.1.1 Exhibit 1.** Description of Services.
 - 8.1.2 Exhibit 2.** Master Agreement. A true and correct copy of the foregoing may be found at the Authority's office and is incorporated by reference as if fully set forth herein.
 - 8.1.3 Exhibit 3.** List of approved Subcontractors/Subconsultants.
- 8.2** To the extent that any provisions of this Agreement conflict with the provisions of the Exhibits, the more specific provision shall control except that, notwithstanding the foregoing, to the extent that any provision of this Agreement conflicts with a

provision of **Exhibit 1**, this Agreement shall control. In the event that any provisions of the Exhibits themselves conflict with each other, **Exhibit 1** shall control. Notwithstanding the foregoing, the provisions of **Exhibit 1** applicable to the use of State or Federal funds shall not apply to this Agreement.

- 9.0 CERTIFICATIONS.** Each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein.

S&B INFRASTRUCTURE, LTD.

By: 
Daniel O. Rios, PE, President

Date: 6/27/2019

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: 
Frank Parker, Jr., Chairman

Date: 6/28/2019

Exhibit 1

Authorities Responsibilities

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

GENERAL

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

- (1) A Notice to Proceed.
- (2) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (3) 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.
- (4) 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.

Services to be Provided by the Engineer

SCOPE DETAILS

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

GENERAL DESCRIPTION

For this work authorization, S&BI shall perform activities for the development of the final design including, plans, specifications, and estimates (PS&E), and bidding documents for the following:
Los Indios LPOE Export Building and Lot Modification

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

Scope of work will include the following:

1. Modify existing warehouse area for use as open office space.
2. Replace existing HVAC for proposed use of space.
3. Construct wall through adjacent cmu wall separating the warehouse from the existing office space.
4. Provide new millwork with sink and additional power outlets at break area.
5. Provide power for other areas including tellers, and seating area.
6. Provide modifications for access control, intrusion detection and surveillance cameras.
7. Develop new gate access and paved from vehicles-in-tow queing area to dock.

Administration

Attend construction meetings and make site visits. Review and respond to RFI's, and submittals as required. Design consultant attendance at meetings and site visits shall be limited, and on an as needed basis.

Schedule of Work

The Engineer will diligently pursue the completion of the Project as defined by the milestones and deliverable due dates.

The Engineer will inform the Owner (in reasonable advance of the delay) should the Engineer encounter delays that would prevent the performance of all work in accordance with the established schedule(s) of work.

NOTICE TO PROCEED – Upon Execution

30% Submittal – 1 month from NTP

60% Submittal – 2 months from NTP

90% Submittal – 3 months from NTP

100% Submittal – 4 months from NTP

PROJECT: Los Indios LPOE Export Bldg & Lot Modification
 CLIENT: CCRMA
 CONTRACT:
 CSJ:
 COUNTY: Cameron County
 S & B JOB NO.:

06/27/19

FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	Principal	Quality Manager	Project Manager	Env Manager	Env Scientist III	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (III)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS
	163	Miscellaneous Design																	
	163.01	Design of Los Indios LPOE Export Bldg & Lot Modification (Engineer)	S & B	SPECIAL			2				12		2	10	10	2	38	\$5,869.08	
	163.02	Design of Los Indios LPOE Export Bldg & Lot Modification (Architect)	SJPA	SPECIAL													0	\$26,200.00	
		Sub Total (163 - Miscellaneous Design)			0	0	2	0	0	0	12	0	2	10	10	2	38		\$32,069.08
	145.01	Project Administration and Coordination																	
		Project Manager [Proj Coord] (1 HRS/WK)	S & B	BASIC			6										6	\$1,649.84	
		Prepare Proj. Meetings Notes	S & B	BASIC													0	\$0.00	
		Cameron County RNA Project Coordination	S & B	BASIC			4				4						8	\$1,969.88	
		Sub Total (145.01 - Project Administration and Coordination)			-	-	10.00	-	-	-	4.00	-	-	-	-	-	14.00		3,649.82
		LABOR TOTALS																	
		Total Hours	MULTIPLIER		0	0	12	0	0	0	16	0	2	10	10	2	52		35,718.90
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		266.96	246.99	274.99	185.00	69.99	245.16	224.98	207.44	169.73	115.00	99.99	64.99			
		BASE RATES: (\$/MAN-HOUR)			70.53	66.28	72.91	49.05	23.86	65.00	59.65	55.00	45.00	30.49	26.51	17.23			
	160	NON LABOR																	
		Courier Service	S & B	SPECIAL														\$100.00	
		Sub Total (F.C. 160)																	\$100.00
		NON LABOR TOTAL																	\$100.00
		BASIC SERVICE TOTAL																\$	3,649.82
		PROJECT TOTAL																	\$35,818.90

6/27/2019

Consultant Cost Proposal

As noted above, this scope of work involves modifications and improvements to the existing facility. The fee can be broken down as follows;

NO.	ITEM	SERVICE / DISCIPLINE	FEE
		FEE TOTAL	\$26,200.00
1		Existing Condition Survey	\$1,500.00
5		CONSTRUCTION DOCUMENTS	\$24,700.00
	C	Architecture	\$7,000.00
	E	MEP Engineering	\$15,700.00
	F	Cost Estimator	\$2,000.00

The total fee to perform the aforementioned design services is **\$26,200.00**. Please note that this proposal does not include costs for the following,

1. Environmental Study: This proposal does not include costs for environmental study services.
2. Cost Estimator: Cost estimating services have not been included as part of this proposal.
3. Construction As-Built: This proposal does not include Construction As-Built document preparation.

In the event that any of the services above are needed, they can be added to the stated scope of work based upon an approved fee proposal. Although the fees above include submittals and participation in meetings with regulatory officials they do not include costs for plan review, permitting or other regulatory reviews and approvals. Costs for regulatory reviews and approvals, i.e. permitting will be billed directly at **1.10** times the cost as a reimbursable.

Exhibit 3

For this Professional Services agreement, subconsultant services will be provided by SJPA.

**4-Q CONSIDERATION AND APPROVAL OF CHANGE ORDER NUMBER 3 WITH
FOREMOST PAVING, INC. FOR THE VETERANS BRIDGE FAST LANE
PROJECT.**

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 3

1. CONTRACTOR: Foremost Paving Inc.
2. Change Order Work Limits: Sta. 0+37 to Sta. 6+12
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

New Items added Electrical Ground Box, Seeding and Modification of Gates. Final quantities reconciliation.

CCSJ: _____
Project: Veterans Bridge
Highway: _____
County: Cameron
District: _____
Contract Number: _____

5. New or revised plan sheet(s) are attached and numbered: _____

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

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses: additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.		The following information must be provided	
THE CONTRACTOR		Time Ext. #: <u>N/A</u> Days added on this C.O.: <u>0</u>	
By <u>[Signature]</u> Date <u>6/18/19</u>		Amt. added by this change order: <u>\$1,851.30</u>	
Typed/Printed Name <u>Trey Pebley</u> For:		For TxDOT use only:	
Typed/Printed Title <u>Manager, Foremost Paving Inc.</u>		Days participating: _____	
		Amount participating: _____	
		Signature _____ Date _____	
		Name/Title _____	

RECOMMENDED FOR EXECUTION:

Humberto Guerrero Jr., P.E.
Name/Title _____ Date 06/17/19

[Signature]
Pete Sepulveda, CCRMA Executive Director
Name/Title _____ Date 06/17/19

Name/Title _____ Date _____

Name/Title _____ Date _____

Engineer's Seal:

Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____
☐ APPROVED



Humberto Guerrero Jr., P.E.
6/18/19

Estimated Cost:

ccsj:

Paid by Invoice? (☐ Yes ☐ No)

[illegible]

TABLE B: Contract Items

ORIGINAL + PREVIOUSLY REVISED				NEW				
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
164 6036	Broadcast Seed (Perm)(Rural)(Clay)	SY	0.85	0.00	0.00	2,178.00	1,851.30	1,851.30
204 6003	Sprinkling (Dust Control)	MG	100.00	22.50	2,250.00	0.00	0.00	- 2,250.00
275 6001	Cement	Ton	165.00	51.00	8,415.00	45.84	7,563.60	- 851.40
310 6009	Prime Coat (MC-30)	Gal	7.00	528.00	3,696.00	500.00	3,500.00	- 196.00
360 6006	Conc. Pymt(Cont. Reinf. - CRCP)(12")	SY	127.00	2,609.00	331,343.00	2,575.00	327,025.00	- 4,318.00
506 6020	Construction Exits (Instal) (Ty. I)	SY	25.00	78.00	1,950.00	0.00	0.00	- 1,950.00
506 6024	Construction Exit (Remove)	SY	15.00	78.00	1,170.00	0.00	0.00	- 1,170.00
506 6038	Temp. Sedmt. Cont. Fence (Instal)	LF	9.00	690.00	6,210.00	550.00	4,950.00	- 1,260.00
506 6039	Temp. Sedmt. Cont. Fence (Remov)	LF	1.00	690.00	690.00	550.00	550.00	- 140.00
529 6005	Conc. Curb. (Mono) (Ty II)	LF	30.00	596.00	17,880.00	706.00	21,180.00	3,300.00
531 6001	Conc. Sidewalks (4")	SY	80.00	177.00	14,160.00	171.00	13,680.00	- 480.00
618 6023	Condt. (PVC) (Sch. 40) (2")	LF	12.00	810.00	9,720.00	1,340.00	16,080.00	6,360.00
618 6046	Condt. (PVC) (Sch. 80) (2")	LF	40.00	40.00	1,600.00	0.00	0.00	- 1,600.00
620 6003	Elec. Condr. (No. 12) Bare	LF	5.00	126.00	630.00	189.00	945.00	315.00
620 6004	Elec. Condr. (No. 12) Insulated	LF	5.00	252.00	1,260.00	378.00	1,890.00	630.00
620 6005	Elec. Condr. (No. 10) Bare	LF	2.00	1,620.00	3,240.00	1,158.00	2,316.00	- 924.00
620 6010	Elec. Condr. (No. 6) Insulated	LF	2.50	3,240.00	8,100.00	3,720.00	9,300.00	1,200.00
666 6141	Refl. Pav. Mkr. Ty I(Y)12"(sid)(100 m)	LF	6.80	30.00	204.00	13.00	88.40	- 115.60
624 6002	Electrical Ground Boxes	EA	850.50	0.00	0.00	3.00	2,551.50	2,551.50
550 XXXX	Modification of Gates	EA	846.30	0.00	0.00	1.00	846.30	846.30
666 6042	Refl. Pav. Mkr. Ty I(W)12"(sid)(100 m)	LF	5.80	250.00	1,450.00	259.00	1,502.20	52.20
					0.00		0.00	0.00
TOTALS					413,968.00		415,819.30	1,851.30

TABLE B: Contract Items (Continued)

[illegible]

The "Totals" from Table B of the previous work sheet:

TOTALS

**4-R CONSIDERATION AND APPROVAL TO ACCEPT AND CLOSE OUT THE
VETERANS BRIDGE FAST LANE PROJECT. (TABLE)**

**4-T CONSIDERATION AND APPROVAL OF INTERLOCAL AGREEMENT
BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY.**

STATE OF TEXAS

COUNTY OF CAMERON

§
§
§

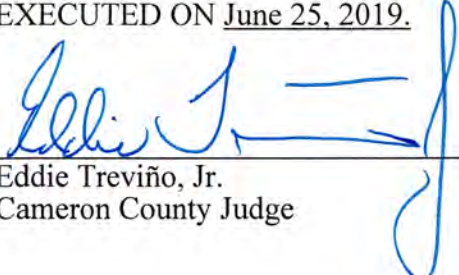
Contract No. 2019C07224

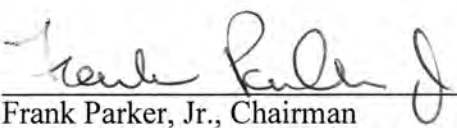
INTERLOCAL AGREEMENT BETWEEN
CAMERON COUNTY AND CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

This Interlocal Agreement is entered into between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA" and the COUNTY OF CAMERON, TEXAS, hereinafter referred to as "County" pursuant to V.T.C.A., Government Code, Chapter 791, cited as the Interlocal Cooperation Act.

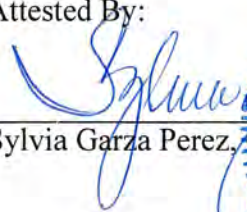
1. LOCATION OF PROJECT: Cameron County, Texas
2. PROJECT TO BE COMPLETED: Pursuant to TEX. LOCAL GOV'T CODE § 791.025, to the extent applicable, Cameron County will utilize the CCRMA's Consultant, Pathfinders Public Affairs, to assist with legislation and other issues associated with the 86th Legislative session. Consultant will assist County with any legislative issues that may arise as a result of legislation recently passed during the 86th Legislature. Consultant will report directly to County for any issues associated with the County.
3. The cost of the services and the amount of this Interlocal Agreement is \$48,000, which will be paid by Cameron County. The funds to be paid by Cameron County will be paid from current revenues of Cameron County. Cameron County will receive monthly reports from the CCRMA's Consultant.
4. The rules, regulations and orders of the CCRMA shall govern this Interlocal Agreement and the parties agree that the CCRMA shall supervise the performance of this Interlocal Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative services necessary to fulfill the terms of this Interlocal Agreement.
5. The Interlocal Agreement shall have no legal force or effect until such time as it is properly adopted and approved by the Cameron County Regional Mobility Authority Board of Director and the Cameron County Commissioners Court. The Interlocal Agreement terminates on December 31, 2019, unless extended by action of both CCRMA and COUNTY.


EXECUTED ON June 25, 2019.


Eddie Treviño, Jr.
Cameron County Judge


Frank Parker, Jr., Chairman
Cameron County Regional Mobility Authority

Attested By:


Sylvia Garza Perez, County Clerk



Attested By:


Arturo A. Nelson, Secretary

**4-U CONSIDERATION AND APPROVAL OF AN AGREEMENT BETWEEN THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND A TO BE USA
LLC FOR TOLL COLLECTION SYSTEM INTEGRATION, IMPLEMENTATION
AND MAINTENANCE.**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

AGREEMENT FOR

**TOLL COLLECTION SYSTEM INTEGRATION, IMPLEMENTATION
AND MAINTENANCE**

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Toll Collection System Integration, Implementation, and Maintenance Agreement

THIS TOLL COLLECTION SYSTEM INTEGRATION, IMPLEMENTATION, AND MAINTENANCE AGREEMENT (the "Agreement") is effective as of the 12th day of October 2017, (the "Effective Date"), by and between the Cameron County Regional Mobility Authority, a political subdivision of the State of Texas, operating within Cameron County, Texas ("CCRMA"), and A-to-Be USA LLC (formerly known as BIT Mobility Solutions LLC), an Illinois limited liability company (the "Contractor").

WHEREAS, the CCRMA issued a Request for Proposals (the "RFP") dated June 1, 2017, which contains requirements for the design, procurement, installation, testing, and maintenance of a Toll Collection System (as defined below) for toll projects operated by the CCRMA (collectively, the "Projects"); and

WHEREAS, responses were received and evaluated based on the criteria set forth in the RFP; and

WHEREAS, the CCRMA Board of Directors has determined that the proposal submitted by the Contractor and dated July 31, 2017, (the "Proposal") best satisfies the objectives set forth in the RFP and offers the best value to the CCRMA; and

WHEREAS, the Contractor understands and acknowledges that the Projects consist of a complete and operating electronic toll system, associated toll collection infrastructure, provisions for transaction processing, video enforcement, reconciliation, maintenance services, and a reporting system for the Projects (collectively the "Toll Collection System"); and

WHEREAS, the CCRMA desires to acquire from the Contractor through the issuance of Work Authorizations, or as otherwise in accordance with the terms of this Agreement, equipment and services related to the design, testing, installation, and maintenance of the Toll Collection System;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the CCRMA and the Contractor hereby agree as follows:

ARTICLE 1 GENERAL

1.1 TERM OF AGREEMENT. Unless otherwise terminated pursuant to Section 3.5, the initial term of this Agreement shall commence on the Effective Date hereof, ending after the expiration of five (5) years subject to the terms of this Agreement unless this Agreement is otherwise amended, modified, or terminated. The CCRMA has the option to renew or extend this Agreement for up to an additional five (5) year period. Notwithstanding the foregoing, unless this Agreement is otherwise terminated by the CCRMA, in the event that the CCRMA renews or extends this Agreement for up to an additional five (5) year period, this Agreement shall terminate upon the



later to occur of the expiration of the then current renewal term and the the Contractor completing all services required by all Work Authorizations as determined by the CCRMA.

1.2 AGREEMENT DOCUMENTS. This Agreement includes the RFP, the documents attached to the RFP, and all amendments added hereto as Exhibits, all of which are incorporated herein by reference and are made a part hereof (together such documents are sometimes referred to herein as the "Agreement Documents") and any work authorizations. For the avoidance of doubt, the term "Agreement" as used in this document shall include this Toll Collection System Integration, Implementation, and Maintenance Agreement, Attachments A through D, and all amendments added hereto and thereto as Exhibits.

1.3 PRIORITY. In the event of a conflict, the order of prevailing precedence ((a)-highest order to (e)-lowest order of precedence) shall be as follows:

- (a) Any amendments to the Agreement Documents.
- (b) The Agreement Documents.
- (c) Documents as approved by the CCRMA.
- (d) The Contractor's Proposal, to the extent it meets or exceeds the requirements of the Agreement Documents. In other words, if the Proposal can reasonably be interpreted as providing higher quality materials or services than those required by the Agreement Documents or otherwise contains offers, statements or terms more advantageous to the CCRMA, Contractor's obligations under the Agreement Documents shall include compliance with all such statements, offers and terms contained in the Proposal.

Notwithstanding the order of precedence set forth above, in the event of a conflict within documents of the same priority, the CCRMA shall have the right, in its sole discretion, to determine which provision applies, unless a provision expressly states that it shall control. Notwithstanding any other provision of the Agreement Documents, in the event of a question as to the interpretation of any provision of this Agreement, the provision shall not be construed against the drafting party.

1.4 AMENDMENTS TO AGREEMENT DOCUMENTS. Any changes and/or additions made to the Agreement Documents as a result of negotiations with the CCRMA shall be included as part of this Agreement and attached hereto as an Exhibit. No such changes shall be effective unless in writing and signed by both parties.

1.5 AGREEMENT CHANGES IN GENERAL. Changes in the Agreement Documents or the work required thereunder may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order or Change Directive, subject to the limitations stated in the Agreement Documents.

1.6 TIME IS OF THE ESSENCE. Time is of the essence under this Agreement as to each provision in which time of performance is a factor.

ARTICLE 2 SCOPE OF SERVICES

2.1 SERVICES. The Services include, but are not limited to, design, development, procurement, furnishing, fabrication, testing, installation, implementation, and maintenance of a complete and fully functioning Electronic Toll Collection ("ETC") system on the CCRMA Projects. The Services may include ETC equipment that will create and process transactions. Toll collection system elements shall include but not be limited to:

- (a) Toll transponder readers, antennas, and lane controller systems.
- (b) Video tolling and enforcement equipment including cameras and associated triggering equipment.
- (c) Vehicle detection and identification equipment.
- (d) Lane host equipment to receive, transmit, store, and report on transactions, and control operations and maintenance activities, including host server hardware and software and associated peripherals.
- (e) System interfaces, including an interface to a third-party Back Office System ("BOS").
- (f) Electrical and communication elements.
- (g) Hardware and integration required for gated toll collection system.

Installation and operations work may include communication installations, minor fabrication, equipment mounting, and pavement cutting elements and associated traffic control activities. The Services include coordination and integration with third-party networks and providers as required.

The CCRMA Project Host Server ("PHS") operates as the gateway between the CCRMA BOS, CCRMA Toll Collection System ("TCS") and interoperability ("IOP HUB") server. The PHS is planned to also interface directly with other entities in which the CCRMA executed agreements. The PHS serves as a repository for the entire system including lane side data, BOS data, and user configuration data.

The CCRMA may utilize a local field technician to perform some onsite lane system maintenance needs. Preventive maintenance on the roadside equipment may also be performed by the field technician. The Contractor shall provide the following services for ongoing maintenance: remote software and system maintenance support, system administration, database administration, and help desk support.



2.2 COMMENCEMENT OF SERVICES. The CCRMA will request the Contractor to perform the Services on future individual CCRMA Projects through the issuance of Work Authorizations with more detailed scopes of services and technical requirements. The Contractor shall only be compensated for those activities undertaken in connection with a validly issued Work Authorization. The Contractor shall proceed with providing services and equipment under a Work Authorization upon the issuance of a Notice to Proceed by the CCRMA under such Work Authorization.

2.3 WORK AUTHORIZATIONS. Any actions by the Contractor that is expected to result in a fee to the Contractor shall be performed by the Contractor pursuant to a separate Work Authorization, signed by the CCRMA and the Contractor. Work shall be in accordance with the scope, schedule, and budget set forth in said Work Authorization. The standard form of Work Authorization is attached hereto as Attachment "E" and made a part hereof, which standard form may be modified during the term of this Agreement upon mutual agreement of the parties. Upon oral directive from the CCRMA, the Contractor shall prepare the Work Authorization for a specific task, to be submitted for the CCRMA's approval. No work shall begin on the activity until the Work Authorization is approved and fully executed. The Work Authorization shall specify which of the acceptable payment methods shall be applied as determined by the CCRMA to be most appropriate for the elements or scope of work within the Work Authorization. In no case shall the maximum specified payment in the Work Authorization be exceeded without prior written approval from the CCRMA. The costs associated with work performed pursuant to any Work Authorization shall be tracked and reported to the CCRMA separately from other work performed by the Contractor. The monthly invoice to the CCRMA shall include a progress summary of the work performed during the previous month under each outstanding Work Authorization.

2.4 CONTENT OF WORK AUTHORIZATION. A Work Authorization is a written instrument signed and agreed upon by the CCRMA and the Contractor stating their agreement upon the following (or combination thereof):

(a) Scope of Work. A Work Authorization shall include a detailed Scope of Work for the relevant project.

(b) Schedule. A Work Authorization shall include the Guaranteed Date(s) for Implementation Services or a project term for Maintenance Services.

(c) Budget. A Work Authorization shall include a final price proposal for Implementation Services or a Monthly Fee for Maintenance Services and a not to exceed amount.

- (1) If unit prices are stated in the Agreement Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Work Authorization that application of such unit prices to quantities of work will cause substantial inequity to the CCRMA or Contractor, the applicable unit prices shall be equitably adjusted as determined by the CCRMA in its sole and absolute discretion.



- (2) The Work Authorization shall specify whether payment methods for Implementation Services or Maintenance Services shall be applied as determined by the Authority to be most appropriate for the elements or scope of work within the Work Authorization. In no case will the maximum specified payment stated in the Work Authorization be exceeded without prior written approval from the CCRMA Board of Directors.
- (3) The monthly invoice to the CCRMA will include a progress summary of the work performed during the previous month under each outstanding Work Authorization.
- (d) Other. The Work Authorization may include revisions or additions to other terms and conditions of the Agreement Documents.

ARTICLE 3 MISCELLANEOUS

3.1 GOVERNING LAW - CHOICE OF FORUM. The Agreement shall be governed and construed in accordance with Texas statutes without taking into account conflicts of laws rules. Venue for any matter arising under or relating to the Agreement shall be in Cameron County, Texas.

3.2 SECTION HEADINGS. Section headings are included for section identification purposes only and are not to be considered Agreement terms.

3.3 NOTICE PROVISIONS. Notices under the Agreement Documents shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by facsimile communication followed by a hard copy and with receipt confirmed by telephone, to those individuals designated by Contractor and the CCRMA from time to time in writing:

A-to-Be USA LLC
1901 Butterfield Road, Suite 160
Downers Grove, , IL 60515
Attn: Jason Wall
Phone: (630) 541-3480
Fax: (630) 541-5347
Email: jason.wall@a-to-be.com

Two handwritten signatures are located at the bottom right of the page. The first signature is a stylized 'JW' and the second is a less legible signature.

Cameron County Regional Mobility
3461 Carmen Ave
Rancho Viejo, TX 78575
Attn: Pete Sepulveda, Jr.
Phone: 956.621.5571
Fax: 956.621.5590
Email: psepulveda@ccrma.org

In addition, copies of all notices to proceed and suspension, termination and default notices forwarded by either Party shall be delivered to the following Persons:

Rentfro, Irwin, & Irwin, PLLC
1650 Paredes Line Road, Suite 102
Brownsville, Texas 78521
Attn: David F. Irwin
Phone: (956) 542-4329
Fax: (956) 542-4320
Email: david@rentfrolawfirm.net

All communications to the CCRMA shall be clearly marked with the contract number to identify this Agreement.

3.4 ASSIGNMENT BY CCRMA OR CONTRACTOR.

(a) The Contractor shall cooperate with and assist the CCRMA in connection with any transition of the maintenance of all or any portion of the Project as applicable, to another maintenance provider. This cooperation and assistance shall include, but not be limited to, preparation of a detailed succession plan that shall be sufficient to assist the CCRMA and its new maintenance provider in accomplishing a non-disruptive transition of maintenance services for the Project. The CCRMA shall pay the Contractor for its reasonable costs in connection with the preparation of such succession plan on a time and materials basis as set forth in the applicable Work Authorization.

(b) CCRMA has the right to assign the entire contract to another government or private agency.

(c) Contractor has the right to assign the contract to another company as part of a merger or full asset or company sale.

3.5 TERMINATION.

(a) *Causes.* The Agreement may be terminated due to any of the following conditions.

(1) By mutual agreement and consent, in writing from both parties.

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(2) By CCRMA by notice in writing to the Contractor as a consequence of failure by the Contractor to perform the work set forth in the Agreement Documents in a satisfactory manner.

(3) By either party, upon the failure of the other party to fulfill its material obligations as set forth in the Agreement Documents. The parties agree that Contractor's failure to receive payment on any undisputed invoice for a period of sixty (60) days shall be a failure of a party to fulfill its material obligations.

(4) By CCRMA for reasons of its own, not subject to the mutual consent of the Contractor, by giving thirty (30) days' notice of termination in writing to the Contractor.

(5) By either party, without consent or advance notice to the other, in the event this Agreement is declared void or unenforceable by a court or tribunal of competent jurisdiction.

(6) By satisfactory completion of all services and obligations described herein.

Prior to termination pursuant to 3.5(a)(2) and 3.5(a)(3), above, the party that has failed to perform or fulfill its material obligations shall be afforded ninety (90) days, following receipt of written notice from the other party, to cure the failure.

(b) *Measurement.* Should CCRMA terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Contractor. The value of the work performed by the Contractor prior to termination shall be determined in accordance with Section 3.5(d). Compensation for work at termination will be based on a percentage of the work completed at that time. Should CCRMA terminate the Agreement under Section 3.5(a)(4) above, the Contractor shall not incur costs during the thirty (30) day notice period in excess of the amount incurred during the preceding thirty (30) days.

(c) *Value of Completed Work.* If the Contractor defaults in the performance of this Agreement or if CCRMA terminates this Agreement for fault on the part of the Contractor, CCRMA will give consideration, in its sole discretion, to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the prices set forth in the applicable Work Authorization(s) in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to CCRMA; (4) the cost to CCRMA of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to CCRMA of the work performed.

(d) *Calculation of Payments.* CCRMA shall use the applicable Work Authorization(s) in determining the value of work performed up to the time of termination. For example, on Phase 1 Implementation, the sum of the overhead percentage rate for payroll additives and for general and administrative overhead costs during the years in which work was performed on Phase 1 Implementation shall be used to calculate partial payments. Any portion of the fixed fee not previously paid in the partial payments shall not be included in the final payment.

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(e) *Excusable Delays.* Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of the Agreement in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Contractor and meeting the definition of Force Majeure Events as set forth and qualified in Attachment A – General Provisions.

(f) *Materials.* In the event of any termination of this Agreement, the CCRMA shall have the right, but no obligation, to purchase existing spares and consumables inventory. In addition, in the event of any termination of this Agreement for any reason, the Contractor shall return all keys to CCRMA and both parties' obligations with respect to Contractor Confidential Information and CCRMA Confidential Information, as each is defined in Attachment A – General Provisions shall survive the expiration or earlier termination of this Agreement.

(g) *Surviving Requirements.* The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of CCRMA and the Contractor under the Agreement Documents, except for those provisions that establish responsibilities that extend beyond the term of the Agreement or as otherwise provided in any other Agreement Document.

(h) TRANSITION. In the event of any termination or expiration pursuant to this Agreement, or any order, statement of work, or other agreement or engagement hereunder, CCRMA's rights hereunder or thereunder and ability to use and access the Contractor Property hereunder or thereunder (including with respect to access to data) shall survive for a period of not less than 90 days to allow CCRMA to transition to its own or a third party's similar offerings or functionalities.

3.6 RIGHT TO SETOFF. The CCRMA shall have the right, without being in breach of any of its obligations hereunder to set off any amounts payable by the Contractor to CCRMA under this Agreement against any amounts payable by the CCRMA to the Contractor.

3.7 FEDERAL LAW COMPLIANCE. Contractor covenants at all times to perform its duties and obligations hereunder in compliance with all applicable federal laws and regulations necessary for the Project and this Agreement to be eligible for TIFIA funding.

3.8 DISPUTES. Any dispute between the parties as to the interpretation of, subject matter of, or in any way related to, any one or more of the Agreement Documents, is to be resolved by the two parties attempting to reach a fair and equitable resolution by using good faith negotiation followed by, if necessary, one or more of the following means. The means to be used are:

- (a) mediation;
- (b) arbitration; and/or
- (c) legal proceedings in a court of competent jurisdiction.

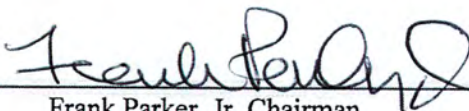
3.9 NON-SOLICITATION. Neither party shall, during the period beginning from the start of this agreement until one (1) year after termination of this agreement, directly or indirectly, recruit, solicit, employ, engage as a consultant or otherwise retain any of the other party's employees who are involved in the performance of this agreement. Each party agrees that the other party's remedy at law for a breach of this Section 3.9 shall be inadequate and that the non-breaching party shall be entitled to seek injunctive relief for such breach, without proof of irreparable injury, in addition to any other right or remedy it may have.

(Signature Page to Follow)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY

By: 
Frank Parker, Jr. Chairman

A-to-Be USA LLC

By:  
Jason Wall, CEO L. B. Bures, CEO

Attachment "A"
General Provisions

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**ATTACHMENT A
GENERAL PROVISIONS**

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ARTICLE 1. NOTICES TO PROCEED – WORK PHASES

- A. Use.** The Contractor shall not begin any Phase until CCRMA issues the Notice to Proceed (NTP) for the particular Phase under the applicable Work Authorization. Costs incurred by the Contractor before a NTP is issued are not eligible for reimbursement.
- B. No Guaranteed Work.** NTPs are issued at the discretion of the CCRMA. While it is CCRMA's intent to issue NTPs under applicable Work Authorizations, the Contractor shall have no cause of action conditioned upon the lack or number of NTPs issued.

ARTICLE 2. PROGRESS

- A. Inspections.** The work and all reimbursements may be subject to periodic review by CCRMA and associated government agencies.
- B. Reports.** The Contractor shall promptly advise CCRMA in writing of events that have a significant impact upon the progress of the work, including:
1. problems, delays, or adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of Guaranteed Dates set forth in any Work Authorization; this disclosure will be accompanied by statement of the action taken or contemplated, and any CCRMA or federal assistance needed to resolve the situation; and
 2. favorable developments or events which enable meeting the Guaranteed Dates set forth in any Work Authorization sooner than anticipated.
- C. Corrective Action.** Should CCRMA determine that the progress of work does not satisfy the Guaranteed Dates set forth in any Work Authorization, CCRMA shall review the project schedule with the Contractor to determine the nature of corrective action needed.

ARTICLE 3. SUSPENSION OF WORK

- A. Notice.** Should CCRMA desire to suspend work but not terminate the Agreement, CCRMA may verbally notify the Contractor followed by written confirmation, giving 30 days' notice. Both parties may waive the 30-day notice in writing. In the event that CCRMA has not paid any undisputed invoice to Contractor within 60 days, Contractor shall have the right to suspend its operations until such payment has been made, plus any additional costs associated with suspending its operations.
- B. Reinstatement.** The work may be reinstated and shall be resumed in full force and effect within 60 days of receipt of written notice from CCRMA to resume the work. Both parties may waive the 60-day notice in writing.
- C. Effect of Suspension of Work on Agreement Time.** If CCRMA suspends the work for reasons related to its own convenience and not due to the actions or fault of Contractor, or if the Contractor suspends the Agreement as set forth in this Article, then the affected Guaranteed Date(s) set forth in any Work Authorization shall be extended for the same number of days that the work is suspended, plus a mutually agreed upon number of additional days for re-mobilization

of Contractor's resources, and the period of the Agreement shall begin to run again whenever the work is reinstated. Furthermore, CCRMA shall pay all reasonable and necessary costs actually incurred by Contractor in suspending the work and restarting the work. If CCRMA disagrees with the costs incurred by Contractor in suspending and restarting the work or with the number of additional days needed for re-mobilization of Contractor's resources, such dispute will be handled in accordance with Section 3.8 of the Agreement.

D. Limitation of Liability. Except as set forth in this Article, CCRMA shall have no liability for work performed or costs incurred prior to the date authorized by CCRMA to begin work, during periods when work is suspended, or after the completion date of the Agreement.

ARTICLE 4. OWNERSHIP OF DATA AND DELIVERABLES

A. Ownership of Material. Ownership of all data, materials, and documentation originated and prepared for CCRMA pursuant to the RFP and under the Agreement do and, shall immediately as prepared, belong exclusively to CCRMA and be subject to public inspection in accordance with applicable law.

B. For the purposes of this agreement, "Intellectual Property" means any intellectual or industrial property right, including any patent, copyright, trade mark, service mark or trade name, right in software, moral right, right in an invention, domain name, trade secrets, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United States of America and all other countries in the world.

C. Except as set forth herein, Contractor is the sole and exclusive owner of all Intellectual Property Rights in any software, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques (including, without limitation, structure, sequence, logic, coherence and methods of analysis and systems), and separable code developed independently by Contractor or by Contractor working in cooperation with CCRMA in the course of Contractor's performance of its obligations under this Agreement and related to the Toll Collection System (collectively, "Contractor Technology"), together with all Contractor trademarks, discoveries, improvements, and inventions that are related to the Contractor Technology (collectively, "Contractor Property"). Contractor shall have no Intellectual Property rights in any data or CCRMA Confidential Information provided to, hosted by, or accessible by Contractor in connection with this Agreement, and as between the parties, CCRMA shall hold all rights thereto, other than as expressly provided herein. CCRMA shall own all reports and deliverables provided, to be provided, or which Contractor is obligated to provide, under or in furtherance of purposes of this Agreement, and Contractor hereby assigns any and all Intellectual Property rights it may have in such reports or deliverables.

D. CCRMA grants Contractor a license to use any data or CCRMA Confidential Information provided to, hosted by, or accessible by Contractor in connection with this Agreement, and as between the parties, CCRMA as reasonably necessary for Contractor to fulfill the purposes of this Agreement and no other purpose. Contractor shall and hereby does grant to CCRMA a worldwide, fully-paid, perpetual, non-exclusive license and rights to use Contractor Technology, Contractor Property, and other Intellectual Property (and concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques (including, without limitation, structure, sequence,

logic, coherence and methods of analysis and systems), documents (in any format), materials and code subject thereto) as reasonably necessary or appropriate for fulfillment of the purposes of this Agreement or use of any Contractor Property hereunder. For the purposes of this provision, CCRMA hereby acknowledges and agrees that the license granted herein shall include the right of Contractor to sublicense to any of its subcontractors, only with respect with the Services to be provided under this Agreement provided that the Contractor obtains the CCRMA's prior written consent to such sublicense.

E. Disposition of Documents. All documents prepared by the Contractor as part of work provided under the Agreement Documents and all documents furnished to the Contractor by CCRMA shall be delivered to CCRMA upon request by CCRMA. The Contractor, at its own expense, may retain copies of such documents or any other data which it has furnished CCRMA under the Agreement Documents, but may only further use that data to the extent expressly authorized in the Agreement Documents, and shall return or securely destroy such documents following termination and transition, or upon written request of CCRMA.

F. Release of Design Plans. The Contractor (1) will not release any plans created or collected under the Agreement Documents except to its subcontractors as necessary to complete the Agreement; (2) shall include a provision in all subcontracts which acknowledges CCRMA's ownership of the plans and prohibits their use for any use other than on behalf of CCRMA under the Agreement Documents; and (3) is responsible for any improper use of the plans by its employees, officers, or subcontractors, including costs, damages, or other liability resulting from improper use. Neither the Contractor nor any subcontractor may charge a fee for the portion of the plans created by CCRMA.

G. Confidentiality of Information. The parties shall not disclose and shall use all reasonable endeavors, including through appropriate contractual or employee policy requirements, to prevent their employees and agents from disclosing any Confidential Information (meaning CCRMA Confidential Information and Contractor Confidential Information) or other data disclosed to the other party pursuant to this Agreement. Confidential Information shall include commercial, financial, marketing or technical information, know-how, trade secrets or business methods, or Personal Information (as defined in the Information Security Addendum), whether disclosed orally or in writing and whether marked confidential or not.

This Paragraph 4.G shall not apply to:

- i. any disclosure of information that is reasonably required by persons engaged in the performance of this agreement, provided that such disclosures be limited to that minimally necessary for performance of such person's responsibilities in furtherance of the performance of obligations under this Agreement;
- ii. any matter that is already generally available and in the public domain otherwise than as a result of a breach of this Paragraph 4.G;
- iii. any disclosure to enable a determination to be made in accordance with agreed procedures governing disputes between the parties;

Two handwritten signatures in black ink, one appearing to be 'JW' and the other 'LX', located at the bottom right of the page.

- iv. any disclosure which is required by any law (including any order of a court of competent jurisdiction), any parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law, provided that the party upon whom such requirement is imposed shall, to the extent permissible: (a) disclose the requirement to the party whose Confidential Information is subject to such requirement in advance of making the disclosure, and (b) cooperate with the party whose Confidential Information is subject to such disclosure in seeking to resist or minimize the required disclosure and/or procure appropriate protections for the information to be disclosed;
- v. any disclosure of information which is already lawfully in the party's possession prior to its disclosure by the other party; or

Where disclosure is permitted under paragraphs (i) or (iii) above, the party disclosing the information shall ensure that the recipient of the information be subject to the same obligation of confidentiality as that contained in this Paragraph 4.G.

The parties acknowledge and understand that in the course of fulfilling obligations under this Agreement, Contractor may come into possession of, gain access to, be provided with access to, or have in their possession, custody, or control certain personally identifiable information of individuals, such as, such as an individual's Social Security number, driver's license number, bank or payment card account information, health or medical information, employment-related information, or login and password credentials ("Personal Information"). Contractor acknowledges its responsibility for Personal Information and shall at all times comply with the provisions of the Information Security Addendum, which is attached hereto and incorporated by reference with respect to Personal Information and CCRMA Confidential Information.

ARTICLE 5. PUBLIC INFORMATION

CCRMA will comply with Government Code, Chapter 552, the Public Information Act ("PIA"), and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under the Agreement. The Contractor has asserted that all Software delivered by the Contractor to CCRMA is deemed by the Contractor to be proprietary, confidential, or otherwise exempt from disclosure under the PIA. CCRMA will use reasonable efforts to notify the Contractor if a request for public information is received which may require CCRMA to disclose any portion of the Software or any other material that the respondent has clearly marked as proprietary, confidential, or otherwise exempt from disclosure under the PIA so as to allow the Contractor the opportunity to protect such materials from public disclosure. CCRMA is not obligated to assert or argue on behalf of the Contractor that any information provided to CCRMA is exempt from required disclosure and shall not be liable for the disclosure of any information submitted by the Contractor.

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ARTICLE 6. PERSONNEL, EQUIPMENT AND MATERIAL

A. Contractor Resources. The Contractor shall furnish and maintain quarters for the performance of all work, in addition to providing adequate and sufficient personnel and equipment to perform the work required under the Agreement. The Contractor certifies that it presently has adequate qualified personnel in its employment for performance of the work required under the Agreement Documents, or it will be able to obtain such personnel from sources other than CCRMA.

B. Removal of Contractor Employee. All employees of the Contractor assigned to this Agreement shall have such knowledge and experience as will enable them to perform the duties assigned to them. The CCRMA may instruct the Contractor to remove any employee from association with work authorized in the Agreement Documents if, in the sole opinion of CCRMA, the work of that employee does not comply with the terms of the Agreement Documents or if the conduct of that employee becomes detrimental to the successful completion of the work.

C. Replacement of Key Project Personnel. The Contractor must notify CCRMA in writing as soon as possible, but no later than three business days after a person designated as Key Project Personnel is removed from association with this Agreement, giving the reason for removal.

D. CCRMA Approval of Replacement Personnel. The Contractor may not replace (1) Key Project Personnel without substituting in their positions replacements having equivalent qualifications and notifying CCRMA of such replacements which notice shall include the qualifications of the successors without the prior written consent of CCRMA. CCRMA must be satisfied that the new Key Project Personnel subject to this Paragraph 6.D is qualified to provide the authorized services. If CCRMA determines, in its sole and absolute discretion, that the new Key Project Personnel subject to this Paragraph 6.D is not acceptable, the Contractor may not use that person in that capacity and shall replace him or her with one satisfactory to CCRMA within 45 days.

ARTICLE 7. SUBCONTRACTING

A. Prior Approval. The Contractor shall not assign, subcontract or transfer any portion of the services related to the work under the Agreement Documents without prior written approval from CCRMA; provided, however, that this does not limit Contractor's subcontracting to other firms to furnish specialized technology components and services that the Contractor does not manufacture or produce in-house. CCRMA shall respond to a Contractor's request under this Article 7 to assign, subcontract or transfer any portion of the services within seven (7) days of receipt of the request.

B. Required Provisions. All subcontracts for services shall include the provisions included in this Attachment A, General Provisions, and any provisions required by law. The Contractor is authorized to pay the subcontractors in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by CCRMA to the Contractor.

C. Prior Review. Subcontracts for services in excess of \$25,000 shall be subject to review and approval by CCRMA prior to performance of work thereunder.

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D. Contractor Responsibilities. No subcontract relieves the Contractor of any responsibilities under the Agreement Documents.

ARTICLE 8. INSPECTION OF WORK

The Contractor shall furnish CCRMA, and its authorized representatives, with every reasonable opportunity and facility for inspection and making certain that the work under this Agreement is performed and the materials are furnished in accordance with the requirements and intent of the Agreement Documents. Such inspection may include plant and/or shop visits and extensive field inspection during the toll equipment installation and testing phases. CCRMA and its authorized representatives reserve the right to perform a plant or shop visit, as long as they provide two working days' notice prior to the actual visit.

ARTICLE 9. AUTHORITY RESPONSES

CCRMA agrees to use its best efforts to respond in a timely manner to all submittals made by Contractor and to all of Contractor's written requests for input, interpretation, clarification, confirmation or information in sufficient detail to permit Contractor to proceed with its work without delay.

ARTICLE 10. OBLIGATION TO PERFORM FUNCTIONS

Any failure or neglect on the part of CCRMA to enforce provisions provided in the Agreement dealing with supervision, control, inspection, testing, or acceptance and approval of the work shall not relieve the Contractor from full compliance with the Agreement Documents, nor render CCRMA liable to the Contractor for money damages, extensions of time or increased compensation of any kind. The Contractor shall not be held responsible for any time extensions which are initiated by CCRMA.

ARTICLE 11. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of the Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Contractor shall furnish CCRMA with satisfactory proof of its compliance therewith.

ARTICLE 12. INDEMNIFICATION

A. ERRORS, OMISSIONS, NEGLIGENT ACTS. IN ADDITION TO ANY INDEMNIFICATION PROVISIONS SET FORTH IN ANY OTHER AGREEMENT DOCUMENT, THE CONTRACTOR SHALL DEFEND AND HOLD HARMLESS CCRMA, EACH OF CCRMA'S AFFILIATES, AND EACH OF THEIR RESPECTIVE SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (EACH INDIVIDUALLY, A "CCRMA INDEMNIFIED PARTY" AND COLLECTIVELY, THE "CCRMA INDEMNIFIED PARTIES") FROM ANY AND ALL DAMAGES, LIABILITY, LOSSES, COSTS, EXPENSES, CLAIMS, JUDGMENTS,

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ATTORNEY'S FEES AND EXPENSES ACTUALLY INCURRED (COLLECTIVELY, "CLAIMS"), ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR TO THE EXTENT CAUSED, WHETHER IN WHOLE OR IN PART, BY REASON OF THE CONTRACTOR'S, ITS OFFICERS', DIRECTORS', AGENTS', EMPLOYEES', SUBCONTRACTORS', OR REPRESENTATIVES' ERROR OR OMISSION OR NEGLIGENT ACTS OR WILLFUL MISCONDUCT OR MATERIAL BREACH OF THIS AGREEMENT. THE CONTRACTOR HEREBY WAIVES POTENTIAL IMMUNITY AVAILABLE TO IT UNDER THE WORKERS' COMPENSATION ACTS OF THE STATE OF TEXAS OR ANY OTHER STATES AND ACKNOWLEDGES AND RECOGNIZES THAT THE CONTRACTOR IS ASSUMING POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY ITS OWN EMPLOYEES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR BUT ONLY WITH RESPECT TO CLAIMS AGAINST THE CONTRACTOR BY CCRMA FOR INDEMNITY UNDER THIS PROVISION. THIS INDEMNITY SHALL NOT APPLY TO LOSSES CAUSED BY THE (I) NEGLIGENCE OF CCRMA OR ITS EMPLOYEES OR (II) CCRMA'S MATERIAL BREACH OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY (X) INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR LOST REVENUES OR (Y) DAMAGES EXCEEDING THE AMOUNT OF THE AGREEMENT. THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE SHALL NOT (I) APPLY TO MISAPPROPRIATION OR INFRINGEMENT BY CONTRACTOR OF THE CCRMA'S INTELLECTUAL PROPERTY; (II) APPLY TO BREACH OF CONFIDENTIALITY OBLIGATIONS HEREUNDER; (III) APPLY TO A CLAIM FOR BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY; AND, (IV) ANY OBLIGATION TO DEFEND AND INDEMNIFY THE CCRMA AS REQUIRED BY THIS AGREEMENT. THIS INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF ALL OR ANY PORTION OF THIS AGREEMENT. THE CONTRACTOR HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE CONTRACTOR.

B. Intellectual Property Indemnification. Contractor represents and warrants that it owns or has secured all rights necessary to provide the offerings provided under this Agreement to CCRMA. Contractor will defend, indemnify, and hold harmless Customer against any and all costs, damages, settlement amounts, liabilities, penalties, fees (including attorneys' fees, court costs, and litigation fees), or assessments arising from any third-party claims, actions, or demands relating to any allegation that any of the offerings hereunder or Customer's use of the offerings violates a third party's intellectual property or proprietary rights.

C. Attorney Fees. Each party shall, to the extent allowed by law, save harmless the prevailing party from any and all expense, including, but not limited to, attorney fees which may be incurred by the prevailing party in litigation or otherwise resisting claims or liabilities which may be imposed on the other party as a result of activities by the other party, its agents, or employees.

D. Conduct of Claims. The indemnification obligations under this Agreement are subject to the following:

1. A CCRMA Indemnified Party shall promptly give notice to the Contractor of any claim, whether between the parties or brought by a third party, specifying in reasonable detail the factual basis for the claim; provided, however, that the failure to give prompt notice shall not jeopardize the right of any CCRMA Indemnified Party to indemnification except to the extent such failure shall have materially prejudiced the ability of the Contractor to defend such claim. Such notice shall be given by the CCRMA Indemnified Party as promptly as reasonably practicable, but within ten (10) business days after the CCRMA Indemnified Party becomes aware of such claim.
2. The Contractor's indemnification obligations are conditioned upon the CCRMA Indemnified Party permitting the Contractor, upon request, in accordance with Paragraph 12.D.3 below, and at the Contractor's cost and expense, to assume and have sole control of the defense and settlement of any claim, whether between the parties or brought by a third party. Subject to the Contractor having assumed the defense in accordance with Paragraph 12.D.3 below, the CCRMA Indemnified Party agrees not to make any material admission voluntarily or intentionally of any liability or agreeing to settle or compromise any such claim without Contractor's prior written consent.
3. To assume the defense of such claim, the Contractor shall first have acknowledged in writing to the CCRMA Indemnified Party the Contractor's obligation to indemnify and defend the CCRMA Indemnified Party as set forth herein for the matter. Subject to the foregoing, the Contractor shall commence and proceed diligently to defend such claim. In the absence of such assurance in writing, the CCRMA Indemnified Party shall retain the right, but not the duty, to control the defense of such claim, without prejudicing in any way its right to recover all indemnified damages and claims under this Section.
4. Subject to the Contractor's agreement to reimburse the CCRMA Indemnified Party's expenses in doing so, the CCRMA Indemnified Party agrees to cooperate with Contractor in every reasonable manner in the defense of such claim. The Contractor shall at all times keep the CCRMA Indemnified Party reasonably apprised of the status of any such action.
5. The CCRMA Indemnified Party shall have the right to participate, at its expense, in the control of the defense in the event such action may subject the CCRMA Indemnified Party to either criminal or non-monetary regulatory penalties or sanctions.
6. The Contractor shall not, without the prior written consent of the CCRMA Indemnified Party, effect a settlement of any such claim to the extent that it contains (i) any admission on the part of the CCRMA Indemnified Party of wrongdoing; or (ii) any sanctions other than requiring the CCRMA Indemnified Party to stop using the Contractor Property, or portion thereof, deemed to be infringing.

7. To the extent Contractor does not assume the obligation to defend and pay as set forth herein and is ultimately found to have had such obligation, then the Contractor shall pay and reimburse the CCRMA Indemnified Party (in addition to Contractor's obligations as set forth herein) for its reasonable attorneys' fees, court costs and litigation expenses relating to the claim, as well as any settlement reasonably entered into by the CCRMA Indemnified Party with a third party.

ARTICLE 13. CONTRACTOR'S RESPONSIBILITY

A. Accuracy. The Contractor shall be responsible for the accuracy of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

B. Errors and Omissions. The Contractor's responsibility for all questions arising from design errors and/or omissions will be determined by CCRMA. The Contractor will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after Phase 1 has been completed.

ARTICLE 14. PERMITS, LICENSES, FEES AND TAXES

The Contractor is responsible for obtaining all permits and licenses which are not provided by CCRMA and must pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work under the Agreement Documents.

ARTICLE 15. COOPERATION BETWEEN CONTRACTORS

The Contractor shall work closely with any other contractors who will be working for CCRMA for the purpose of coordinating any activity which may affect both contractors, including CCRMA and/or contractors engaged in road construction, and contractors performing toll equipment installation, equipment testing, power requirements, conduit requirements, etc. It will be critical that close coordination between the Contractor and other contractors is maintained during Phase 1. CCRMA acknowledges and agrees to request its existing contractors and agents to fully cooperate with Contractor for proper performance of the Services.

ARTICLE 16. INSURANCE

The Contractor shall secure and maintain insurance in its own name and at its own expense with insurance companies which are rated at least A-VII by A.M. Best Company. The Contractor shall not commence work under the Agreement Documents until it has provided insurance of such character and in such amounts shown below as will provide adequate protection for CCRMA employees, its authorized representatives, and others lawfully on its property and for the Contractor, against all liabilities, damages and accidents, or has provided equivalent protection by some approved method. The Contractor shall maintain such insurance or equivalent protection in force during the life of this Agreement. The Contractor shall furnish CCRMA with satisfactory proof of carriage of insurance prior to execution of the Agreement, and no modification or change or insurance carriage and provisions shall be made without 30-days written advance notice to CCRMA. A memorandum of issuance shall be available to CCRMA stating CCRMA is an additional insured, on a primary and non-contributory basis. Neither approval by CCRMA, nor a

failure to disapprove insurance furnished by the Contractor, shall release the Contractor of full responsibility for liability, damages and accidents, as set forth herein.

If any operations are performed on the construction site by a subcontractor, the Contractor shall carry on its own behalf protective Liability and Property Damages Insurance at the same limits set forth for its own operations.

Before the Contractor, or any subcontractor, will be permitted to enter upon the right-of-way of the Project, the policies for the foregoing insurance shall have been approved by CCRMA and certificates therefore filed, as above required.

The minimum acceptable limits of coverage are:

- Comprehensive General Liability (each occurrence) \$1,000,000
- Comprehensive General Liability (Aggregate) \$3,000,000
- Employee Liability \$500,000
- Workers Compensation Statutory
*Subject to Article 12 and this Article
- Comprehensive Auto Liability, Bodily Injury,
and Property Damage including all owned, hired,
and non-owned vehicles. \$1,000,000
- Cyber liability or data breach loss insurance
that includes coverage for any reimbursable
amounts arising from a Security Incident
as set forth in the Information Security Addendum \$2,000,000
- Excess/Umbrella Liability \$4,000,000*

- * In addition to the primary coverage listed, an umbrella or excess liability policy of not less than \$4,000,000 for any one occurrence of general liability, automobile liability, casualty (casualty, shall include but not be limited to any damage, theft, or other loss of CCRMA's spare parts stored by the Contractor on behalf of CCRMA) and employers' liability.

IN ADDITION TO ANY INDEMNIFICATION PROVISIONS SET FORTH IN ARTICLE 12 OF THIS ATTACHMENT A – GENERAL PROVISIONS OR ANY OTHER AGREEMENT DOCUMENT, THE CONTRACTOR SHALL DEFEND AND HOLD HARMLESS CCRMA, EACH OF CCRMA'S AFFILIATES, AND EACH OF THEIR RESPECTIVE SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (EACH INDIVIDUALLY, A "CCRMA INDEMNIFIED PARTY" AND COLLECTIVELY, THE "CCRMA INDEMNIFIED PARTIES") FROM ANY AND ALL DAMAGES, LIABILITY, LOSSES, COSTS, EXPENSES, CLAIMS, JUDGMENTS, ATTORNEY'S FEES AND EXPENSES (COLLECTIVELY, "CLAIMS"),

ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR TO THE EXTENT CAUSED, WHETHER IN WHOLE OR IN PART, BY REASON OF THE CONTRACTOR'S, ITS OFFICERS', DIRECTORS', AGENTS', EMPLOYEES', SUBCONTRACTORS', OR REPRESENTATIVES' FAILURE TO OBTAIN THE PROPER INSURANCE COVERAGES SPECIFIED UNDER THIS ARTICLE 17. THE CONTRACTOR HEREBY WAIVES POTENTIAL IMMUNITY AVAILABLE TO IT UNDER THE WORKERS' COMPENSATION ACTS OF THE STATE OF TEXAS OR ANY OTHER STATES AND ACKNOWLEDGES AND RECOGNIZES THAT THE CONTRACTOR IS ASSUMING POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR BUT ONLY WITH RESPECT TO CLAIMS AGAINST THE CONTRACTOR BY CCRMA FOR INDEMNITY UNDER THIS PROVISION. THIS INDEMNITY SHALL NOT APPLY TO LOSSES CAUSED BY THE (I) NEGLIGENCE OF CCRMA OR ITS EMPLOYEES OR (II) CCRMA'S MATERIAL BREACH OF THIS AGREEMENT. THIS INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF ALL OR ANY PORTION OF THIS AGREEMENT. THE CONTRACTOR HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE CONTRACTOR.

ARTICLE 17. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and work provided (hereinafter called the Records). The Contractor shall make the records available at its office during the term of the Agreement and for four years from the date of final payment under the Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. CCRMA or any of its duly authorized representatives shall have access to the Contractor's records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 18. DISPUTES

A. Disputes Not Related to Agreement Services. The Contractor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Contractor in support of the work authorized herein.

B. Disputes Concerning Work or Cost. Any dispute concerning the work under the Agreement Documents or additional costs, or any non-procurement issues shall be settled in accordance with Section 3.8 of the Agreement.

ARTICLE 19. SUCCESSORS AND ASSIGNS

The Contractor and CCRMA do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. The Contractor shall not assign, subcontract or transfer its interest in the Agreement without the prior written consent of CCRMA. For the avoidance of doubt, the foregoing does not prevent Contractor from working with its banking facility to factor its invoices if it so desires.

ARTICLE 20. SEVERABILITY

In the event any one or more of the provisions contained in the Agreement Documents 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 21. BOND REQUIREMENTS

The Contractor will be obligated to comply with this Article 21 upon the CCRMA issuing an applicable Work Authorization that incorporates this requirement.

A. Payment Bond. In the event Contractor utilizes the services of a subcontractor, the Contractor shall provide to CCRMA as obligee a Payment Bond in the full amount of set forth in the applicable Work Authorization.

B. Performance Bond. The Contractor shall provide a separate Performance Bond for each Phase (the "Phase 1 Bond" and "Phase 2 Bond" collectively referred to as, the "Bonds") issued by a responsible surety company acceptable to CCRMA and legally authorized to do business in the State of Texas. The Bonds shall be in a form acceptable to CCRMA.

Within 15 days of the execution of the Agreement, the Contractor shall provide the Phase 1 Bond. The penal sum of the Phase 1 Bond shall not be less than the amount described in the applicable Work Authorization, and the Phase 1 Bond shall remain in place until completion of Phase 1. If the Phase 1 Bond acceptable to CCRMA is not delivered to CCRMA prior to the expiration of the 15 day period, CCRMA shall have the right to terminate, with no penalties assessed against the Contractor, at which time the Agreement shall be of no further force and effect, and CCRMA shall not be obligated to the Contractor for any work that the Contractor may have performed up to and including the date of such termination, provided that CCRMA shall reimburse the Contractor for equipment purchased by the Contractor, with CCRMA's prior written consent (which consent must be separate and apart from the Agreement), for purposes of meeting its obligations under the Agreement Documents during this 15 day period, within 30 days after delivery to CCRMA of such equipment in good order.

Within 15 days of completion of Phase 1, the Contractor shall provide the Phase 2 Bond. The penal sum of the Phase 2 Bond shall not be less than the amount described in the applicable Work Authorization, and the Phase 2 Bond shall remain in place until expiration of the Agreement. If the Phase 2 Bond acceptable to CCRMA is not delivered to CCRMA prior to the expiration of the 15 day period following completion of Phase 1, CCRMA shall have the right to terminate Phase 2, with no penalties assessed against the Contractor. Termination of Phase 2 resulting from Contractor's failure to deliver the Phase 2 Bond acceptable to CCRMA shall not affect either

party's obligations under Phase 1.

The Contractor shall have failed to satisfy its obligations under this Article 21 if the surety company requests modifications or changes to the Agreement Documents, or requests other separate agreements from CCRMA, that CCRMA, in its sole discretion, deems unacceptable. The premium for the Bonds shall be borne by the Contractor.

The Contractor agrees that compliance with Chapter 2253 of the TEX. GOV'T CODE shall be the Contractor's sole responsibility under this Agreement. Any claims by any subcontractors arising out of or related to Chapter 2253 of the TEX. GOV'T CODE shall be within the scope of the Contractor's obligation to indemnify, defend, and hold the CCRMA harmless under Article 12 and Article 16 of the General Provisions.

ARTICLE 22. FORCE MAJEURE

Contractor shall be entitled to an extension of the Guaranteed Date(s) set forth in any Work Authorization for completion of a specified portion of the Project due to certain specified Force Majeure Events that are outside the control of Contractor. Such Force Majeure Events shall be limited to the following: any earthquake, tornado, hurricane, flood or other natural disaster, fire, epidemic, freight embargo, strike, blockade, rebellion, war, riot, act of sabotage or civil commotion. Contractor shall only be entitled to an extension of the Guaranteed Date(s) set forth in any Work Authorization, however, if any such Force Majeure Event materially and adversely affects Contractor's obligations, and provided such Force Majeure Event is beyond the control of the Contractor and is not due to an act, omission, negligence, recklessness, willful misconduct, breach of contract or law by Contractor and further provided that such Force Majeure Event (or the effects of such Force Majeure Event) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by Contractor. Under no circumstances will lack of human or financial resources be construed to constitute Force Majeure.

ARTICLE 23. CERTAIN DEFINITIONS

As used in this Agreement, the following terms have the meaning indicated below:

"Affiliate" means, with respect to a specified Person, any other Person, whether now in existence or hereafter created, directly or indirectly controlling, controlled by, or under direct or indirect common control of such specified Person. For purposes of this definition, "control" (including, with correlative meanings, "controlling," "controlled by," and "under common control with") means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"Contractor Confidential Information" means all information and data furnished by the Contractor to CCRMA, whether in oral, written, graphic or machine-readable form, including, without limitation, object code, source code, source listings, computer programs, specifications, user, operations or systems manuals, diagrams, graphs, technical data, research, business or financial information, plans, strategies, forecasts, forecast assumptions, business practices, procedures, marketing information, trade secrets and other proprietary ideas, concepts, know-how, methodologies and all other information related to the Software or Contractor; all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry but commonly and uniformly treated as confidential and which has been or is hereafter

disclosed or made available by Contractor to CCRMA and its successors, assignees, subcontractors, consultants, employees, and agents, in connection with the Agreement who are permitted access and disclosure pursuant to the terms of the Agreement; and, except as otherwise stated in Article 4 of these General Provisions, all modifications and derivative works of the foregoing, but excluding information and materials described in the Standard Exceptions.

“CCRMA Confidential Information” means: (a) information relating to CCRMA’s owned or licensed (but excluding such information licensed from Contractor) computer systems and systems architecture, including computer hardware, computer software, databases, algorithms, including source code, object code, commentary and documentation, program libraries, program listings, business methods, methods of processing, technical processes and operational methods, all of the foregoing individually and which comprise software; (b) information that describes CCRMA’s organizational structure, business plans, and new business initiatives; (c) confidential information of third parties including that relating to software and software licenses (but excluding such information licensed from Contractor), hardware, documentation, business plans, financial information, CCRMA lists and other business affairs; (d) all trade secrets owned by or licensed by CCRMA (but excluding such information licensed from Contractor); (e) CCRMA’s existing services, designs, technology, processes, technical data, engineering techniques, methodologies, and concepts; (f) information relating to CCRMA’s plans; (g) algorithms and business rules developed by CCRMA and its Affiliates and used in configuring the Contractor Property which are not modifications to the computer software comprising the Software; and (h) all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry but commonly and uniformly treated as confidential and which has been or is hereafter disclosed or made available by CCRMA to Contractor and its successors, assignees, subcontractors, consultants, employees, and agents, in connection with the Agreement who are permitted access and disclosure pursuant to the terms of the Agreement, in the case of (a) – (h) modifications and derivative works of the foregoing, but excludes information and materials described in the Standard Exceptions.

“Person” means any individual, corporation, company, voluntary association, partnership, joint venture, trust, limited liability company, unincorporated organization or government or any agency, instrumentality or political subdivision thereof, or any other form of entity.

“Standard Exceptions” means information which the receiving party can prove: (a) is in the public domain on or prior to the date hereof; (b) was in the possession of the recipient thereof or its Affiliates on or prior to the date hereof and was not acquired or obtained from the discloser of such information or its Affiliates; (c) became part of the public domain, by publication or otherwise, not due to any unauthorized act or omission on the part of the recipient thereof or its Affiliates; or (d) is supplied to the recipient or its Affiliates by a third party as a matter of right and, to the recipient’s knowledge, is not in violation of any confidentiality agreement between such third party and the discloser of such information.

Attachment "B"
Scope of Services

mw *da*

Attachment "C"
Contractor Proposal

W *ds*

Attachment "D"
Information Security Addendum

W *dx*

Information Security Addendum

Whereas, Cameron County Regional Mobility Authority ("CCRMA") and A-to-Be USA LLC ("Contractor") have entered into the agreement to which this addendum is attached, and any associated contract documentation, as such agreement and documentation have been or may be amended ("Commercial Agreement") in connection with which Contractor will provide certain services and offerings ("Services") for CCRMA or in connection with services provided by CCRMA;

Whereas, in the regular course of business, CCRMA collects and maintains information about individuals (including toll customers, vehicle owners, and employees) that may include data such as a person's Social Security number, driver's license number, license-plate number, geolocation or travel data, bank account or credit card information, health information, employment-related information, or login and password credentials (all such data pertaining to individuals, whether or not specifically listed, being "Personal Information");

WHEREAS, in connection with the Services, Contractor may have access to, handle, or receive Personal Information or other confidential or proprietary materials, information, or data maintained by or concerning CCRMA (collectively with Personal Information, "CCRMA Information").

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by Contractor, Contractor agrees as follows:

1. Contractor is responsible for the security of CCRMA Information that it receives or accesses in performing Services, and Contractor shall at all times maintain appropriate information-security measures with respect to CCRMA Information in a manner consistent with applicable law.
2. Contractor must implement and maintain current and appropriate administrative, technical, and physical safeguards with respect to CCRMA Information in its possession, custody, or control, or to which it has access, to protect against unauthorized access or use of such CCRMA Information. At a minimum, such safeguards shall be consistent with generally-recognized best practices for information security in the handling of similar types of data. Without limiting the foregoing, Contractor must appropriately and effectively encrypt CCRMA Information (i) transmitted over the Internet, other public networks, or wireless networks, and (ii) stored on laptops, tablets, or any other removable or portable media or devices.
3. Contractor represents and warrants that all systems, services, deliverables, or other offerings provided by Contractor in connection with the Commercial Agreement shall be designed, configured, and implemented in a manner to provide and allow for appropriate administrative, technical, and physical safeguards to protect CCRMA Information. Contractor shall inform CCRMA immediately of any identified vulnerability or occurrence within any system, service, deliverable, or other offering that may pose a threat to the confidentiality, security, integrity, or accessibility of CCRMA Information and provide patches or other appropriate remedies to cure such vulnerability or occurrence to CCRMA promptly and free of charge.
4. Contractor must identify to CCRMA all subcontractors, consultants, and other persons who may have access to CCRMA Information in connection with the Services. Before Contractor permits any subcontractor, consultant, or other person not directly employed by Contractor to have access to CCRMA Information, Contractor must obtain CCRMA's written approval, not to be unreasonably withheld (each approved party being an "approved subcontractor"). Contractor must restrict the CCRMA Information to which a given employee or approved subcontractor has access to only that CCRMA Information which such employee or approved subcontractor needs to access in the course of such employee's or approved



subcontractor's duties and responsibilities in connection with the Services.

5. Before granting access to CCRMA Information, Contractor must ensure that its employees and each approved subcontractor agrees to abide by these information security measures (or other applicable measures that are at least as protective of CCRMA Information). Contractor shall be responsible for the acts and omissions of its employees, subcontractors, and consultants under this Addendum as though such acts or omissions were those of Contractor.

6. Absent CCRMA's advance written permission, CCRMA Information must not be stored, accessed, or processed at any location outside of the United States.


7. Contractor may use CCRMA Information only for performing the Services, and Contractor must ensure that its employees and approved subcontractors are restricted from any use of CCRMA Information other than for such purpose.

8. Except to the extent otherwise expressly permitted under the Commercial Agreement, Contractor may not disclose CCRMA Information except as required by law or a governmental authority having jurisdiction over Contractor. In the event of such required disclosure, Contractor must notify CCRMA in advance (if legally permissible to do so) and reasonably cooperate with any decision by CCRMA to seek to condition, minimize the extent of, or oppose such disclosure.

9. Contractor will immediately notify CCRMA if Contractor discovers any actual or reasonably suspected breach of security or unauthorized use of CCRMA Information (i) in the possession, custody, or control of Contractor, its employees, or its subcontractors and/or (ii) effectuated using access permissions or credentials extended to an employee or subcontractor of Contractor (said (i) and (ii), a "Security Incident"). In no event shall Contractor's notification to CCRMA be later than three (3) calendar days after Contractor discovers the Security Incident; provided, however, that more immediate notification shall be given as the circumstances warrant or if more immediate notification is required by law. Contractor must provide all necessary and reasonable cooperation with respect to the investigation of such Security Incident, including the exchange of pertinent details (such as log files). In addition, Contractor must promptly undertake appropriate remediation measures and inform CCRMA regarding the same.

10. Subject to requirements of data security or privacy laws, CCRMA, in its sole discretion, will determine how, whether, and when to provide notice of a Security Incident to (a) any individuals whose personal information has been actually or potentially compromised; (b) any governmental authority; and/or (c) any other entity, including, but not limited to, consumer credit reporting agencies or the media. All notices must be approved by CCRMA before they are distributed. Contractor must reimburse CCRMA for costs or expenses CCRMA incurs in connection with such notices, or any similar occurrence arising from Contractor's failure to comply with Section 3 of this Addendum, (including the provision of credit monitoring or other identity protection services, to the extent the provision of such services is legally required or customary for similar data security incidents). Furthermore, Contractor shall indemnify and hold CCRMA harmless from all claims, costs, expenses, and damages (including reasonable attorneys' fees) that CCRMA incurs in connection with any regulatory action or third party claim arising from a Security Incident or any similar occurrence arising from Contractor's failure to comply with Section 3 of this Addendum.

11. Contractor must cooperate and permit CCRMA (and any governmental authorities with jurisdiction in connection with an audit requested by CCRMA) reasonable access for on-site review of Contractor's data security systems and procedures to verify Contractor's compliance with its obligations under this Addendum.



12. Each calendar year, Contractor must provide a current Type 2 Service Organizations Control (SOC) report or comparable report satisfactory to CCRMA, confirming the adequacy of Contractor's controls under the Trust Services Principles and Criteria of the American Institute of CPAs, or comparable principles and requirements satisfactory to CCRMA. The scope of each report must include all of Contractor's applications and systems that have access to or are involved in the processing of CCRMA Information, and each report must include a list of the controls that were tested.

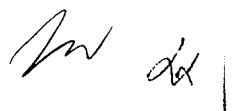
13. Whenever CCRMA Information is no longer needed for the performance of Services, or at any time upon written notification from CCRMA, Contractor must unconditionally and without any charge or fee return or, at CCRMA's written election, certify the secure destruction of, all CCRMA Information in Contractor's possession, custody, or control (including CCRMA Information in the possession, custody, or control of any of Contractor's subcontractors).

14. With respect to all CCRMA Information that constitutes payment cardholder information under the Payment Card Industry Data Security Standard ("PCI DSS") and with respect to any actions or activity that may impact the security of CCRMA's systems securing payment cardholder information, Contractor must, and must cause its approved subcontractors, as applicable, to:

- a. abide by PCI DSS, as updated from time to time (currently, version 3.2), and related security and reporting requirements or standards imposed by applicable payment card brand(s) including through the provision of, preparation of, or cooperation in connection with any all reports, assessments, audits, inquiries, or attestations made, to be made, or desired by CCRMA pursuant to PCI DSS or applicable payment card brand requirements or standards;
- b. annually, and at such other times as CCRMA may reasonably request, provide CCRMA with a certification demonstrating compliance with PCI DSS in the relevant capacity, without charging CCRMA any fee or other amount with respect to such compliance or certification thereof; and
- c. without limiting the foregoing, refrain from any recording or storage of card security codes, render primary account numbers unreadable wherever stored, and dispose of payment cardholder information in compliance with PCI DSS Requirement 9.8.

15. If the Commercial Agreement contemplates access to or the handling of any information that constitutes "Protected Health Information" under the Health Insurance Portability and Accountability Act and regulations adopted thereunder ("HIPAA"), the parties must enter into a separate Business Associate Agreement that complies with HIPAA before Contractor will be granted access to any Protected Health Information.

16. This Addendum shall remain in effect as to CCRMA Information for so long as CCRMA Information remains in the possession, custody, or control of Contractor or its subcontractors.

Handwritten signature and initials in the bottom right corner of the page.

Attachment "E"
Work Authorization

W. A.

WORK AUTHORIZATION NO.

This Work Authorization is made as of this ____ day of __,____, under the terms and conditions established in the Toll Collection System Integration, Implementation, and Maintenance Agreement, dated as of October 12, 2017 (the "Agreement"), between the Cameron County Regional Mobility Authority ("CCRMA") and A-to-Be USA LLC (the "Contractor"). This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement:

Section A. - Scope of Services

A.1. The Contractor shall perform the following Services:

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the CCRMA.

A.3. In conjunction with the performance of the foregoing Services, the Contractor shall provide the following deliverables to the Authority:

Section B. - Schedule

The Contractor shall perform the Services according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the CCRMA shall pay to the Contractor the amount in accordance with the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by the CCRMA to the Contractor according to the terms of a future Work Authorization.

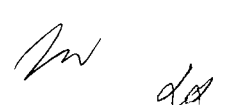
Section D. – CCRMA's Responsibilities

The CCRMA shall perform and/or provide the following in a timely manner so as not to delay the Services of the Contractor. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

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

Handwritten signatures of the parties involved, likely the Contractor and the Authority, at the bottom right of the document.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Name: Frank Parker, Jr., Chairman
Date: _____

A-TO-BE USA LLC

By: _____
Name/Title: _____
Date: _____

Handwritten signature

**4-V CONSIDERATION AND APPOINTMENT OF A POLICY BOARD MEMBER AND
ALTERNATE BOARD MEMBER TO THE RIO GRANDE VALLEY
METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE.**

**RGV METROPOLITAN PLANNING ORGANIZATION POLICY BOARD
ETHICAL STANDARDS AFFIDAVIT**

I, Frank Parker, Jr., a voting Member of the RGV Metropolitan Planning Organization Policy Board representing, Cameron County Regional Mobility Authority, hereby swear and affirm that I will uphold the following ethical standards required by voting members of MPO Policy Boards as identified in Texas Senate Bill 585. These standards state that voting members of the MPO Policy Board are prohibited from engaging in the following: 1.) Accepting or soliciting any gift, favor or service that might reasonably tend to influence the voting member in the discharge of official duties or that the voting member knows or should know is being offered with the intent to influence the voting member's official conduct; 2.) Accepting employment or engaging in a business or professional activity that the voting member might reasonably expect would require or induce the voting member to disclose confidential information acquired by reason of the official position; 3.) Accepting employment or compensation that could reasonably be expected to impair the voting member's judgment in the performance of the voting member's official duties; 4.) Making personal investments that could reasonably be expected to create a substantial conflict between the voting member's private interest and the public interest; 5.) Intentionally or knowingly solicit, accept or agree to accept any benefit for having exercised the voting member's official powers or performing the voting member's official duties in favor of another.

I further swear and affirm that in order to prevent a potential conflict of interest, that I will abstain from voting on or engaging in the discussion of any matter of business before the RGV MPO Policy Board that will have a special economic effect on either a business or real property of which I have a substantial interest that is distinguishable from the effect on the public.

I understand that a substantial interest is defined as either 1.) I own 10 percent or more of the voting stock or shares of the business entity or either 10 percent or more, or \$15,000 or more of the fair market value of the business entity; or 2.) I have received funds from the business entity exceeding 10 percent of my gross income for the previous year; or 3.) I have a substantial interest in real property defined as an equitable or legal ownership with a fair market value of \$2,500 or more; or 4.) I have a family member related to me in the first degree by consanguinity or affinity with a substantial interest in a business entity or real property as defined above.

I agree to notify the RGV MPO Director in writing of any conflict of interest as defined above prior to any vote or discussion of any matter of business which has created the conflict of interest.

I understand that any violation of these standards or requirements may subject me to removal from the RGV MPO Policy Board and possible prosecution by the Cameron County or Hidalgo County District Attorney.

I further understand that SB 585 requires me to notify the Cameron County or Hidalgo County District Attorney's Office and RGV MPO Policy Board in a timely manner should I have personal knowledge of any violations of these same standards by other voting members of the RGV MPO Policy Board or of the RGV MPO Staff.

I also understand that failure to report violations of these standards by other voting members of the RGV MPO Policy Board or of the RGV MPO staff subjects me to possible removal from the RGV MPO Policy Board and possible prosecution by the Cameron County or Hidalgo County District Attorney.

I hereby swear and affirm that I have read the entire affidavit and that I understand and agree to its contents.

Frank Parker, Jr.

Printed Name

Ericka G. Treviño

Affiant Signature

Chairman

Position

Cameron County Regional Mobility Authority

Representing

Sworn and subscribed before me

this 28th day of June, 2019.

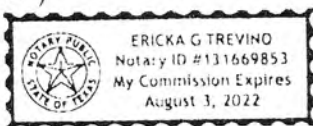
Ericka G. Treviño

Notary Public, State of Texas

Notary's Printed Name: Ericka G. Treviño

My Commission Expires: August 3, 2022

(Seal)



**4-W CONSIDERATION AND APPOINTMENT OF A TECHNICAL COMMITTEE
MEMBER AND ALTERNATE TO THE RIO GRANDE VALLEY METROPOLITAN
PLANNING ORGANIZATION TECHNICAL COMMITTEE.**

RGV Metropolitan Planning Organization
Technical Advisory Committee
Fiscal Year 2019

Name of City/County/ Entity: Cameron County Regional Mobility Authority
Name of Designee: Pete Sepulveda, Jr.
Name of Alternate: Adrian Rincones

The purpose of establishing the Technical Advisory Committee (TAC) is to assist the Policy Board in an advisory capacity to review, consider and make recommendations to the Policy Board on the development and implementation of future projects.

The role of the TAC is one of making recommendations. The responsibility for decisions on development and implementation resides with the Policy Committee.

Specific duties of the committee include:

- Provide advice for strategic and operational implementation.
- Assist with developing implementation strategies in key areas.
- Ensuring activities of the committee are open and transparent

The following conditions of Membership should be met:

- Members will be allowed (1) one designated alternate in their absence. The designated alternate must be fully versed on the program requirements and will be included in email communications and material distribution.
- Members shall participate fully in Committee discussions
- Each member of the committee will continue to be a member until a successor is appointed.
- Members will adhere to the corresponding roles and responsibilities outlined in this document.
- Members will adhere to all committee guidelines in this document.

The goal of the TAC Committee will be to function through consensus, however if consensus can't be reached, decisions will be made by simple majority. Any reason for no consensus shall be presented to the Policy Board of Directors along with the recommendation of the TAC Committee.


Authorization Signature

June 28, 2019

Date