

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BE IT REMEMBERED on the 6th day of January 2011, there was conducted a Special Meeting of the Cameron County Regional Mobility Authority, at the Levis Building, thereof, in San Benito, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

DAVID E. ALLEX
CHAIRPERSON

MICHAEL SCAIEF
DIRECTOR

DIRECTOR

VICTOR ALVAREZ
DIRECTOR

DAVID N. GARZA
DIRECTOR

RUBEN GALLEGOS, JR.
DIRECTOR

FRANK PARKER, JR.
DIRECTOR

Secretary

MICHAEL SCAIEF
ABSENT

YOLANDA VILLALOBOS
ABSENT

ABSENT

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The meeting was called to order by Chairman David E. Allex at 12:05 P.M. At this time, the Board considered the following matters as posted and filed for Record in the Office of the County Clerk on this January 3, 2011, at 10:32 A.M.

AGENDA

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

**Levis Building
1390 W. Expressway 77
San Benito, TX 78586**

Thursday, January 6, 2011

12:00 Noon

Accepted for Filing in:
Cameron County

On: Jan 03, 2011 at 10:32A

By:
Maggie Pena

I. Public Comments

CONSENT ITEMS:

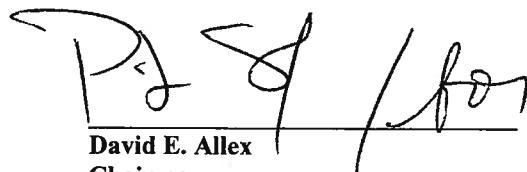
All Items under the Consent Agenda are heard collectively unless opposition is presented, in which case the contested item will be considered, discussed and appropriate action taken separately.

- II. Consideration and Approval of the Minutes for December 15, 2010 Special Meeting**
- III. Consideration and Approval of Revenue and Expenditure Report and Financials for the Month of December 2010.**
- IV. Consideration and Approval of Contract between the Cameron County Regional Mobility Authority and Breeden McCumber, Inc.**
- V. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 26 for the General Brandt Revision of Individual Permit**
- VI. Consideration and Approval of Supplemental Work Authorization No. 8 to Work Authorization No. 16 for the West Rail Design for a Time Extension Only**
- VII. Consideration and Approval of Supplemental Work Authorization No. 3 to Work Authorization No. 13 for the PDA Coordination and Support for a Time Extension Only**
- VIII. Consideration and Approval of Supplemental Work Authorization No. 4 to Work Authorization No. 21 for the SH 550 Toll Implementation for a Time Extension Only**
- IX. Consideration and Approval of Supplemental Work Authorization No. 5 to Work Authorization No. 23 for the Olmito Switchyard Expansion and Repair in Place Facility for a Time Extension Only**
- X. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 32 for the Port Access Road RFI's and Shop Drawings Review for a Time Extension Only**
- XI. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 36 for the Outer Parkway Study for a Time Extension Only**

ITEMS FOR DISCUSSION AND ACTION:

- XII. Consideration and Acknowledgement of GEC Report for the Month of December 2010**
- XIII. Discussion and Possible Action regarding the Goals and Objectives for the Year 2011**
- XIV. Consideration and Approval of the Adoption of the Toll Rates for SH 550.**
- XV. Discussion and Possible Action on Recommended Short-list of Teams to Participate in the Procurement for a Comprehensive Development Agreement for SH 550 and Pre-Development Work for West Parkway, Outer Parkway, South Padre Island 2nd Access, 281 Connector and U.S. 77 Relief Routes at Driscoll and Riviera**
- XVI. Discussion and Possible Action to Authorize Release for Industry Review of a Draft Request for Detailed Proposals for a Comprehensive Development Agreement for SH 550 and Pre-Development Work for West Parkway, Outer Parkway, South Padre Island 2nd Access, 281 Connector and U.S. 77 Relief Routes at Driscoll and Riviera**
- XVII. Consideration and Approval of Work Authorization No. 33 for the West Rail Relocation Project Construction Inspection Services**
- XVIII. Consideration and Approval of Work Authorization No. 40 for the West Rail Relocation RFI's, Shop Drawings Review and As Builts**
- XIX. Consideration and Approval of Work Authorization No. 37 for the Preparation of a Transportation Reinvestment Zone**
- XX. Consideration and Approval of Work Authorization No. 45 for the Preparation of a Pass Through Financing Application for U.S. 77 Improvements and SH 550 Direct Connectors**
- XXI. Consideration and Approval of request by the Valley Land Fund for Assistance on the Mitigation required for the West Rail Relocation Project**
- XXII. Executive Session**
 - A. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issues regarding the Cameron County Regional Mobility Authority's Comprehensive Development Agreement, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)**
- XXIII. Action Relative to Executive Session**
 - A. Possible Action**
- XXIV. Adjournment**

Signed this 3rd day of January 2011


David E. Allex
Chairman

NOTE: Director Alvarez arrived at 12:29 P.M.

PUBLIC COMMENTS

I. PUBLIC COMMENTS

None were presented.

CONSENT ITEMS

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

II. Consideration and Approval of the Minutes for December 15, 2010 Special Meeting

Director Gallegos made a motion to approve the Minutes for December 15, 2010 Special Meeting as presented. The motion was seconded by Director Parker and carried unanimously.

III. Consideration and Approval of Revenue and Expenditure Report and Financials for the Month of December 2010.

Director Parker made a motion to approve the Revenue and Expenditure Report and Financials for the Month of December 2010 as presented. The motion was seconded by Director Garza and carried unanimously.

The Report is as follows:

IV. Consideration and Approval of Contract between the Cameron County Regional Mobility Authority and Breeden McCumber, Inc.

Upon motion by Director Gallegos, seconded by Director Garza and carried unanimously, these items were **TABLED:**

V. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 26 for the General Brandt Revision of Individual Permit

Director Parker made a motion to approve Supplemental Work Authorization No. 1 to Work Authorization No. 26 for the General Brandt Revision of Individual Permit. The motion was seconded by Director Garza and carried unanimously.

The Supplemental Work Authorization is as follows:

VI. Consideration and Approval of Supplemental Work Authorization No. 8 to Work Authorization No. 16 for the West Rail Design for a Time Extension Only

Director Parker made a motion to approve Supplemental Work Authorization No. 8 to Work Authorization No. 16 for the West Rail Design for Time Extension Only. The motion was seconded by Director Garza and carried unanimously.

The Supplemental Work Authorization is as follows:

VII. Consideration and Approval of Supplemental Work Authorization No. 3 to Work Authorization No. 13 for the PDA Coordination and Support for a Time Extension Only

Director Parker made a motion to approve Supplemental Work Authorization No. 3 to Work Authorization No. 13 for the PDA Coordination and Support for a Time Extension Only. The motion was seconded by Director Garza and carried unanimously.

The Supplemental Work Authorization is as follows:

VIII. Consideration and Approval of Supplemental Work Authorization No. 4 to Work Authorization No. 21 for the SH 550 Toll Implementation for a Time Extension Only

Director Parker made a motion to approve Supplemental Work Authorization No. 4 to Work Authorization No. 21 for the SH 550 Toll Implementation for a Time Extension Only. The motion was seconded by Director Garza and carried unanimously.

The Supplemental Work Authorization is as follows:

IX. Consideration and Approval of Supplemental Work Authorization No. 5 to Work Authorization No. 23 for the Olmito Switchyard Expansion and Repair in Place Facility for a Time Extension Only

Director Parker made a motion to approve Supplemental Work Authorization No. 5 to Work Authorization No. 23 for the Olmito Switchyard Expansion and Repair in Place Facility for a Time Extension Only. The motion was seconded by Director Garza and carried unanimously.

The Supplemental Work Authorization is as follows:

X. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 32 for the Port Access Road RFI's and Shop Drawings Review for a Time Extension Only

Director Parker made a motion to approve Supplemental Work Authorization No. 1 to Work Authorization No. 32 for the Port Access Road RFI's and Shop Drawings Review for a Time Extension Only. The motion was seconded by Director Garza and carried unanimously.

The Supplemental Work Authorization is as follows:

XI. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 36 for the Outer Parkway Study for a Time Extension Only

Director Parker made a motion to approve Supplemental Work Authorization No. 1 to Work Authorization No. 36 for the Outer Parkway Study for a Time Extension Only. The motion was seconded by Director Garza and carried unanimously.

The Supplemental Work Authorization is as follows:

ACTION ITEMS

XII. Consideration and Acknowledgement of GEC Report for the Month of December 2010

Mr. Richard Ridings, HNTB introduced the item and went over a brief summary of the status of every project that the Cameron County Regional Mobility Authority is working on. Mr. Jimmy Berry, HNTB, went over a power point presentation for the Olmito Switchyard Project. The first phase of the project is on schedule to be completed by January 31, 2011. Mr. Robert Macheska, L&G Engineers, went over a power point presentation for the Port Access Road Project. Project is on schedule to be completed by February 28, 2011. A discussion ensued between the Board, Staff and the Consultants.

Director Gallegos made a motion to acknowledge the GEC Report for the Month of December 2010. The motion was seconded by Director Parker and carried unanimously.

The GEC Report is as follows:

XIII. Discussion and Possible Action regarding the Goals and Objectives for the Year 2011

Cameron County Regional Mobility Authority Chairman David E. Allex went over the goals and objective for the Year 2011.

Director Garza made a motion to approve the Goals and Objectives for the Year 2011. The motion was seconded by Director Gallegos and carried unanimously.

The Goals and Objectives are as follows:

XIV. Consideration and Approval of the Adoption of the Toll Rates for SH 550.

Mr. Pete Sepulveda, Jr., RMA Coordinator introduced the item and went over the establishment of the toll rates for the first toll gantry at the overpass on FM 1847 and railroad track. Mr. Sepulveda mentioned that the rates have to be in accordance to the business terms that were approved by the Brownsville MPO. There will be two other toll gantries that rates will need to be established so the rates will be adjusted but we cannot deviate from what has been approved by the Brownsville MPO.

Director Parker made a motion to Approve and Adopt the Toll Rates for SH 550. The motion was seconded by Director Garza and carried unanimously.

The Toll Rates are as follows:

XV. Discussion and Possible Action on Recommended Short-list of Teams to Participate in the Procurement for a Comprehensive Development Agreement for SH 550 and Pre-Development Work for West Parkway, Outer Parkway, South Padre Island 2nd Access, 281 Connector and U.S. 77 Relief Routes at Driscoll and Riviera

Mr. Pete Sepulveda, Jr., RMA Coordinator introduced the item and advised the Board that two proposals had been received, one submitted by Rio Grande Highway Developers, LLC and another one by Cintra Infrastructures, SA. Mr. Sepulveda advised the Board that both proposals had met the criteria and thus he was recommending to the Board that both, Rio Grande Highway Developers, LLC and Cintra Infrastructures, SA be short-listed. A letter addressed to the Board Chairman recommending the firms be short-listed is attached.

Director Gallegos made a motion to approve the Recommended Short-list of Teams to participate in the Procurement for a Comprehensive Development Agreement for SH 550 and Pre-Development Work for West Parkway, Outer Parkway, South Padre Island 2nd Access, 281 Connector and U.S. 77 Relief Routes at Driscoll and Riviera. The motion was seconded by Director Alvarez and carried unanimously.

The Letter is as follows:

XVI. Discussion and Possible Action to Authorize Release for Industry Review of a Draft Request for Detailed Proposals for a Comprehensive Development Agreement for SH 550 and Pre-Development Work for West Parkway, Outer Parkway, South Padre Island 2nd Access, 281 Connector and U.S. 77 Relief Routes at Driscoll and Riviera

Mr. Pete Sepulveda, Jr., RMA Coordinator advised the Board that the Request for Detailed Proposals (RFDP) will solicit responses from the two short-listed developer teams to: develop, design, construct, finance, operate and maintain the Cameron County Regional Mobility Authority's SH 550 Project through a revenue sharing concession, and to provide pre-development services for up to five additional Cameron County Regional Mobility Authority facilities – West Parkway, Outer Parkway, South Padre Island 2nd Access, U.S. 77 Relief Routes and the 281 Connector.

The CCRMA expects to select a developer and establish a public/private partnership for up to a 52 year revenue-sharing timeframe for the SH 550 Project and pre-development activities for the five additional facilities.

The RFDP consists of the following documents:

Instructions to Proposers and the Comprehensive Development Agreement (CDA)

- Agreement terms and conditions
- Agreement Exhibit A – Abbreviations & Definitions
- Agreement Book 2 – Project Specific Technical Provisions
- Agreement Book 3 – Technical Provisions for all Projects within the Program
- Agreement Exhibit D – Reference Information Documents

The Instructions to Proposers (ITP) will be issued first. The ITP is a guide for the developer teams for what to include in their proposals. Among the more important items expected from the developer teams in the proposals are:

A Technical Proposer describing the team's plan and approach to:

- Project Management
- Environmental Management and Compliance
- Public Information and Communications Management and Approach
- Mentoring and Job Training
- Operations and Maintenance Management
- Management and Execution of the Design Build Process- how they are going to build the road

A Financial Proposal describing the teams:

- Financial Capacity
- Financing Plan
- Financial Model
- Proposal Revenue Sharing Funds
- Proposed Up-Front Payment

The ITP also details the review, scoring and evaluation process for the proposals.

Following the issuance of the ITP, the Cameron County Regional Mobility Authority and the consultant team will meet with each developer team individually to discuss their understanding of the request and to resolve any major issues with the procurement early in the process. Following those initial meetings, the draft CDA documents will be released for their review.

Mr. Sepulveda went in detail over the section for Instructions to Proposers, a description of the SH 550 project and concession facility, project goals, procurement method that will be utilized, financial close deadline, program and facility funding and finance, disadvantaged business enterprise/equal employment opportunities. A discussion ensued on the hiring of local firms that are qualified to perform the services that might be required. A discussion was held on the confidentiality during the agreement procurement process, an outline of the time schedule was given and a discussion on alternative financial concepts was held. Mr. Sepulveda went over the proposal process to include workshops and one on one meetings with the developers as well as the submittal of technical proposals and financial proposals. A detailed explanation on the evaluation and post selection process was given including evaluation of technical proposals, the proposal for the pre-development services and the financial proposal. A discussion was held on the finalization of the CDA process and the post selection process to include final negotiations, final award and execution and delivery of CDA. Also went over the process to file protests as well as discussing the Cameron County Regional Mobility Authority rights and disclaimers.

Director Alvarez made a motion to approve the Release for Industry Review of a Draft Request for Detailed Proposals for a Comprehensive Development Agreement for SH 550 and Pre-Development Work for West Parkway, Outer Parkway, South Padre Island 2nd Access, 281 Connector and U.S. 77 Relief Routes at Driscoll and Riviera. The motion was seconded by Director Garza and carried unanimously.

The Proposal is as follows:

full document is available at the Cameron County Regional Mobility Authority Office

XVII. Consideration and Approval of Work Authorization No. 33 for the West Rail Relocation Project Construction Inspection Services

Upon motion by Director Gallegos, seconded by Director Garza and carried unanimously, these items were **TABLED:**

XVIII. Consideration and Approval of Work Authorization No. 40 for the West Rail Relocation RFI's, Shop Drawings Review and As Builts

Upon motion by Director Gallegos, seconded by Director Garza and carried unanimously, these items were **TABLED:**

XIX. Consideration and Approval of Work Authorization No. 37 for the Preparation of a Transportation Reinvestment Zone

Mr. Pete Sepulveda, Jr., RMA Coordinator introduced the item and gave the Board the reason and need for this Work Authorization.

Director Gallegos made a motion to approve Work Authorization No. 37 with HNTB for the Preparation of a Transportation Reinvestment Zone. The motion was seconded by Director Alvarez and carried unanimously.

The Work Authorization is as follows:

EXECUTIVE SESSION

XXII. Executive Session:

- A. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issued regarding the Cameron County Regional Mobility Authority's Comprehensive Development Agreement, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)

Upon motion by Director Gallegos, seconded by Director Garza and carried unanimously, this item was **TABLED**.

XXIII. ACTION RELATIVE TO EXECUTIVE SESSION:

- A. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issued regarding the Cameron County Regional Mobility Authority's Comprehensive Development Agreement, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)

Upon motion by Director Gallegos, seconded by Director Garza and carried unanimously, this item was **TABLED**.

XXIV. ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Gallegos, seconded by Director Parker and carried unanimously the meeting was **ADJOURNED** at 12:35 P.M.

APPROVED this 14th day of January, 2011.

ATTESTED:



SECRETARY RUBEN GALLEGOS, JR.



CHAIRMAN DAVID E. ALLEX

XX. Consideration and Approval of Work Authorization No. 45 for the Preparation of a Pass Through Financing Application for U.S. 77 Improvements and SH 550 Direct Connectors

Mr. Pete Sepulveda, Jr., RMA Coordinator introduced the item and briefly explained to the Board the purpose of this Work Authorization which is to prepare a Pass Through Financing Application for the remaining improvements needed on U.S. 77 to bring it up to interstate standards between Brownsville and Corpus Christi. Mr. Sepulveda advised the Board that agreements or amended agreements and resolutions in support of the application will be needed from Counties North of Cameron County. Resolutions in support of application from all cities and towns in Cameron County will also be needed. Mr. Sepulveda mentioned that a resolution from the Alliance for I-69 organization was also going to be requested. Commissioner Garza mentioned that we already have some of the agreements and resolutions on file and that we would just need to amend those.

Director Garza made a motion to approve Work Authorization No. 45 with HNTB for the Preparation of a Pass Through Financing Application for U.S. 77 Improvements and SH 550 Direct Connectors. The motion was seconded by Director Gallegos and carried unanimously.

The Work Authorization is as follows:

XXI. Consideration and Approval of request by the Valley Land Fund for Assistance on the Mitigation required for the West Rail Relocation Project

Mr. Pete Sepulveda, Jr., RMA Coordinator introduced the item and advised the Board the justification for this expense. Mitigation is needed on the West Rail Relocation Project and the Cameron County Regional Mobility Authority has worked with the Corps of Engineers and the Valley Land Fund to do the required mitigation.

Director Alvarez made a motion to approve the request by Valley Land Fund for Assistance on the Mitigation required for the West Rail Relocation Project. The motion was seconded by Director Gallegos and carried unanimously.

The Request is as follows:

**III. CONSIDERATION AND APPROVAL OF REVENUE AND
EXPENDITURE REPORT AND FINANCIALS FOR THE
MONTH OF DECEMBER 2010**

Cash Disbursement Journal By GL

1006660

From 12/01/2010 To 12/31/2010

<u>Fund Dept</u>	<u>LnItem</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
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110 110	1166	0000166064	GARCIA,DAVID	00250444	12/17/2010	12/17/2010	P157064	DEC.CONTRACT	6,250.00
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110 110	6014	0000023490	BREEDEN MCCUMBER & GONZALEZ IN	00250224	12/17/2010	12/16/2010		INV# 91264	14,583.34
110 110	6014			00250224	12/17/2010	12/16/2010	P158843	INV# 91264	150.00
								Check Total	3,650.00
110 110	6014	0000156373	FASCLAMPITT PAPER STORE	00250641	12/20/2010	12/20/2010	P158827	185280	3,800.00
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110 110	6014	0000166630	FEDEX	00250721	12/27/2010	12/27/2010		7-328-84011	74.50
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110 110	6014	0000160677	RENTAL WORLD LLC	00250783	12/27/2010	12/27/2010	P159067	04-045478-05	17.82
								Check Total	45.60
110 110	6042	0000160653	HNTB CORP	00250169	12/15/2010	12/15/2010	P148891	61-40619-PL-026	45.60
								Check Total	45.60
110 110	6045	0000169678	LAW OFFICE OF DANIEL L RENFRO	00250320	12/17/2010	12/17/2010	P149858	014833	3,937.92
								Line Item Total	10,431.95
110 110	6045	0000168656	LOCKE LORD BISSELL AND LIDDELL	00250173	12/15/2010	12/15/2010	P158214	806248	10,431.95
110 110	6045			00250173	12/15/2010	12/15/2010	P158214	800189	10,431.95
110 110	6045			00250173	12/15/2010	12/15/2010	P158214	832492	189.15
110 110	6045			00250173	12/15/2010	12/15/2010	P158214	827691	189.15
110 110	6045			00250173	12/15/2010	12/15/2010	P158214	823320	11,639.70
110 110	6045			00250173	12/15/2010	12/15/2010	P158214	817961	10,043.78
110 110	6045			00250173	12/15/2010	12/15/2010	P158214	812667	5,881.98
								Check Total	14,829.79
110 110	6045			00250761	12/27/2010	12/27/2010	P158214	836913	15,517.82
110 110	6045			00250761	12/27/2010	12/27/2010	P158214	836912	4,018.04
110 110	6045			00250761	12/27/2010	12/27/2010	P158214	836914	2,065.65
								Check Total	63,996.76
110 110	6050	0000166064	GARCIA,DAVID	00249832	12/09/2010	12/09/2010		AUSTIN 12/6	2,077.64
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								Line Item Total	6,003.24
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Cash Disbursement Journal By GL

1101100

From 12/01/2010 To 12/31/2010

<u>Fund Dept</u>	<u>LnItem</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
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								Check Total	460.02
110 110	6050	0000169569	JPMORGAN CHASE BANK	00249987	12/10/2010	12/09/2010	P156400	5567537900004149	541.60
110 110	6050			00249987	12/10/2010	12/09/2010		5567537900004149	103.70
110 110	6050			00249987	12/10/2010	12/09/2010	P156400	5567537900004149	408.60
110 110	6050			00249987	12/10/2010	12/09/2010	P156570	5567537900004149	854.10
								Check Total	1,908.00
110 110	6054	0000160677	RENTAL WORLD LLC	00250783	12/27/2010	12/27/2010	P158854	04-045401-06	3,160.97
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								Check Total	1,098.62
110 110	6082	0000154776	BETANCOURT,BLANCA	00250433	12/17/2010	12/17/2010	P156148	DEC.CONTRACT	1,098.62
								Check Total	700.00
110 110	6082	0000170187	DEHOYOS, SYLVIA	00250438	12/17/2010	12/17/2010	P156150	DEC.CONTRACT	700.00
								Check Total	400.00
110 110	6082	0000167948	GALARZA,MARTHA	00250442	12/17/2010	12/17/2010	P156152	DEC.CONTRACT	400.00
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110 110	6082	0000160653	HNTB CORP	00250169	12/15/2010	12/15/2010	P154918	61-40619-PL-036	31,151.70
110 110	6082			00250169	12/15/2010	12/15/2010	P154911	61-40619-CN-032	1,673.14
110 110	6082			00250169	12/15/2010	12/15/2010	P156393	61-40619-PL-043	6,774.67
								Check Total	39,599.51
110 110	6082	0000169613	PENA,JESUS MARTIN	00250460	12/17/2010	12/17/2010	P156133	DEC.CONTRACT	200.00
								Check Total	200.00
110 110	6082	0000170186	ROBLES, MARIA	00250461	12/17/2010	12/17/2010	P156149	DEC.CONTRACT	450.00
								Check Total	450.00
110 110	6082	0000161834	SAN MIGUEL,FRANCISCO	00250463	12/17/2010	12/17/2010	P156144	DEC.CONTRACT	300.00
								Check Total	300.00
110 110	6082	0000127024	SEPULVEDA,PETE	00250464	12/17/2010	12/17/2010	P157063	OCT-NOV CONT	8,333.34
110 110	6082			00250464	12/17/2010	12/17/2010	P157063	DEC.CONTRACT	6,250.00
								Check Total	14,583.34
110 110	6082	0000169571	VEGA,DYLBIA JEFFERIES	00250469	12/17/2010	12/17/2010	P156151	DEC.CONTRACT	1,100.00

Cash Disbursement Journal By GL

From 12/01/2010 To 12/31/2010

1101111

<u>Fund Dept</u>	<u>LnItem</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
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110 1111	6042	0000160653	HNTB CORP	00250169	12/15/2010	12/15/2010	P155761	61-40619-PL-042	12,516.30
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								Line Item Total	12,516.30
								Dept. Total	12,516.30

Cash Disbursement Journal By GL
 From 12/01/2010 To 12/31/2010

1101113

<u>Fund Dept</u>	<u>LnItem</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
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								Line Item Total	62,426.77
								Dept. Total	62,426.77

Cash Disbursement Journal By GL

From 12/01/2010 To 12/31/2010

1101116

<u>Fund Dept</u>	<u>Lnltm</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
WEST RAIL GEC SVC									
110 1116	6082			00250169	12/15/2010	12/15/2010	P149968	60-40619-PL-016	944.46
110 1116	6082			00250169	12/15/2010	12/15/2010		60-40619-PL-016	1,543.58
110 1116	6082			00250169	12/15/2010	12/15/2010	P154917	60-40619-PL-016	32,866.96
110 1116	6082			00250169	12/15/2010	12/15/2010	P154917	61-40619-PL-016	2,058.04
110 1116	6082			00250169	12/15/2010	12/15/2010	P151752	61-40619-PL-016	4,926.96
								Check Total	42,340.00
								Line Item Total	42,340.00
								Dept. Total	42,340.00

Cash Disbursement Journal By GL

1101121

From 12/01/2010 To 12/31/2010

<u>Fund</u>	<u>Dept</u>	<u>Ln</u>	<u>Item</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
SH 550	110	1121	6082			00250169	12/15/2010	12/15/2010	P153619	61-40619-PL-029	14,767.00
											Check Total
											14,767.00
											Line Item Total
											14,767.00
											Dept. Total
											14,767.00

Cash Disbursement Journal By GL

From 12/01/2010 To 12/31/2010

1101123

<u>Fund Dept</u>	<u>LnItm</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
OLMITO YARD PS&T									
110 1123	6082			00250169	12/15/2010	12/15/2010	P156390	61-40619-DS-023	10,868.70
110 1123	6082			00250169	12/15/2010	12/15/2010	P157105	61-40619-CN-031	1,672.05
110 1123	6082			00250169	12/15/2010	12/15/2010	P154839	61-40619-CN-028	53,932.00
Check Total									66,472.75
Line Item Total									66,472.75
Dept. Total									66,472.75

Cash Disbursement Journal By GL

From 12/01/2010 To 12/31/2010

1101141

<u>Fund Dept</u>	<u>LnItm</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
US 77 PS&E									
110 1141	6082			00250169	12/15/2010	12/15/2010	P158035	60-40619-DS-041	379,886.22
110 1141	6082			00250169	12/15/2010	12/15/2010	P158035	41-60619-DS-041	523,981.00
								Check Total	903,867.22
								Line Item Total	903,867.22
								Dept. Total	903,867.22

Cash Disbursement Journal By GL

1101141

From 12/01/2010 To 12/31/2010

<u>Fund</u>	<u>Dept</u>	<u>Ln</u>	<u>Item</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Fund Total</u>	<u>Amount</u>
GENERAL ADMINISTRAT												
111	1100	6045		0000168656	LOCKE LORD BISSELL AND LIDDELL	00250761	12/27/2010	12/27/2010	P159223	842036		49,359.44
111	1100	6045				00250761	12/27/2010	12/27/2010		836914		2,911.00
111	1100	6045				00250761	12/27/2010	12/27/2010	P159223	836914		33,672.56
											Check Total	85,943.00
											Line Item Total	85,943.00
											Dept. Total	85,943.00

Cash Disbursement Journal By GL

From 12/01/2010 To 12/31/2010

1111121

<u>Fund Dept</u>	<u>LnItm</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
SH 550									
111 1121	6082	0000160653	HNTB CORP	00250169	12/15/2010	12/15/2010	P158213	61-40619-DS-024	494,115.00
111 1121	6082			00250169	12/15/2010	12/15/2010	P158213	60-40619-DS-024	469,409.25
								Check Total	963,524.25
								Line Item Total	963,524.25
								Dept. Total	963,524.25

Cash Disbursement Journal By GL
From 12/01/2010 To 12/31/2010

1111125

<u>Fund</u>	<u>Dept</u>	<u>LnItem</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
111	1125	6082	0000166339	L&G ENGINEERING	00250170	12/15/2010	12/15/2010	P155382	7601	3,777.78
111	1125	6082			00250170	12/15/2010	12/15/2010	P155382	11323652	11,469.78
									Check Total	15,247.56
111	1125	6082	0000090215	MCALLEN CONSTRUCTION	00250175	12/15/2010	12/15/2010	P155459	4	173,144.22
									Check Total	173,144.22
									Line Item Total	188,391.78
									Dept. Total	188,391.78

**V. CONSIDERATION AND APPROVAL OF
SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO
WORK AUTHORIZATION NO. 26 FOR THE GENERAL
BRANDT REVISION OF INDIVIDUAL PERMIT**

**Supplemental Work Authorization No. 1
to Work Authorization No. 26**

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services**

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
WORK AUTHORIZATION NO. 26
General Brant Road Section 404 Individual Permit**

This Supplemental Work Authorization No. 1 to Work Authorization No. 26 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

Part 1. The CONSULTANT will provide the following engineering services:

Support the AUTHORITY in the preparation of a categorical exclusion and processing of a Section 404 permit (including development of a conceptual mitigation plan). The responsibilities of the AUTHORITY, the CONSULTANT and the schedule are further detailed in Exhibits A, B, and C.

Part 2. The Lump Sum amount payable for services performed under this Supplemental Work Authorization No. 1 to Work Authorization No. 26 is **\$11,114.00**, which increases the total amount payable from **\$208,639.00 to \$219,753.00**. A fee schedule used to establish the amount payable is attached hereto as Exhibit D. The CONSULTANT may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the services actually rendered, within the total lump sum amount.

The lump sum includes compensation for the services, subconsultant costs, if any, and appropriate factors for labor, overhead, profit and reimbursable expenses.

Although the CONSULTANT recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the services or the project; (b) conditions under which the services are required to be performed; or (c) duration of the services, if a change in the schedule warrants such adjustment in accordance with the terms of this Agreement.

Part 3. Payment to the CONSULTANT for the services is not amended with this Supplemental Work Authorization No. 1.

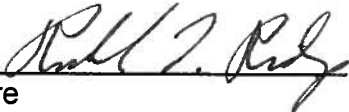
**Supplemental Work Authorization No. 1
to Work Authorization No. 26**

Part 4. This Supplemental Work Authorization No. 1 to Work Authorization No. 26 is effective as of December 14, 2010 and makes no change to the termination date of March 1, 2011, unless extended by a Supplemental Work Authorization.

Part 5. This Supplemental Work Authorization No. 1 to Work Authorization No. 26 does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Supplemental Work Authorization No. 1 to Work Authorization No. 26 is hereby accepted and acknowledged below.

CONSULTANT
HNTB Corporation


By: 
Signature

Richard L. Ridings, P.E.
Printed Name

Vice President
Title

1/6/11
Date

AUTHORITY
Cameron County Regional Mobility Authority

By: 
Signature

David E. Alex
Printed Name

Chairman
Title

1-6-11
Date

LIST OF EXHIBITS

- Exhibit A - Services to be Provided by the Authority
- Exhibit B - Services to be Provided by the Consultant
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

**VI. CONSIDERATION AND APPROVAL OF
SUPPLEMENTAL WORK AUTHORIZATION NO. 8 TO
WORK AUTHORIZATION NO. 16 FOR THE WEST RAIL
DESIGN FOR A TIME EXTENSION ONLY**

Supplemental Work Authorization No. 8
to Work Authorization No. 16

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

SUPPLEMENTAL WORK AUTHORIZATION NO. 8
TO WORK AUTHORIZATION NO. 16
West Rail Design

This Supplemental Work Authorization No. 8 to Work Authorization No. 16 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

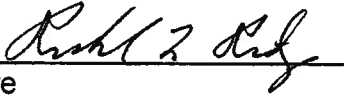
Part 1. No change is made to WA 16 engineering services with this supplement.

Part 2. This Supplemental Work Authorization No. 8 to Work Authorization No. 16 is effective as of January 6, 2011 and shall extend the termination date to **February 28, 2011**, unless extended by a Supplemental Work Authorization.

Part 3. This Supplemental Work authorization No. 8 to Work Authorization No. 16 does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 4. This Supplemental Work Authorization No. 8 to Work Authorization No. 16 is hereby accepted and acknowledged below.

CONSULTANT
HNTB Corporation

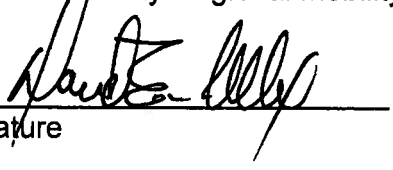
By: 
Signature

Richard L. Ridings, P.E.
Printed Name

Vice President
Title

1/6/11
Date

AUTHORITY:
Cameron County Regional Mobility Authority

By: 
Signature

David E. Allex
Printed Name

Chairman
Title

1-6-11
Date

**VII. CONSIDERATION AND APPROVAL OF
SUPPLEMENTAL WORK AUTHORIZATION NO. 3 TO
WORK AUTHORIZATION NO. 13 FOR THE PDA
COORDINATION AND SUPPORT FOR A TIME
EXTENSION ONLY**

**Supplemental Work Authorization No. 3
to Work Authorization No. 13**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

**SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO WORK AUTHORIZATION NO. 13**
PDA Coordination and Negotiation Support

This Supplemental Work Authorization No. 3 to Work Authorization No. 13 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "GEC TEAM").

Part 1. No change is made to Work Authorization No. 13 engineering services with this Supplemental Work Authorization No. 3.

Part 2. This Supplemental Work Authorization No. 3 to Work Authorization No. 13 is effective as of January 6, 2010 and shall extend the termination date from **December 31, 2010 to December 31, 2011**, unless extended by a Supplemental Work Authorization.

Part 3. This Supplemental Work Authorization No. 3 to Work Authorization No. 13 does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 4. This Supplemental Work Authorization No. 3 to Work Authorization No. 13 is hereby accepted and acknowledged below.

GEC TEAM:
HNTB Corporation

By: _____
Signature

Richard L. Ridings, P.E.
Printed Name

Vice President
Title

Date

1/6/11

AUTHORITY:
Cameron County Regional Mobility Authority

By: _____
Signature

David E. Alex
Printed Name

Chairman
Title

Date

1-6-11

**VIII. CONSIDERATION AND APPROVAL OF
SUPPLEMENTAL WORK AUTHORIZATION NO. 4 TO
WORK AUTHORIZATION NO. 21 FOR THE SH 550
TOLL IMPLEMENTATION FOR A TIME EXTENSION
ONLY**

Supplemental Work Authorization No. 4
Work Authorization No. 21

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO WORK AUTHORIZATION NO. 21
SH 550 Toll Implementation

This Supplemental Work Authorization No. 4 to Work Authorization No. 21 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

Part 1. The CONSULTANT will provide the following engineering services:

No change is made to support the AUTHORITY in the planning and implementation of a tolling system on SH 550 including: coordination w/ TxDOT, public involvement and information support, gantry design, system integrator procurement, customer service agreements.

Part 2. Payment to the CONSULTANT for the services is not amended with this supplement.

Part 3. This Supplemental Work Authorization No. 4 to Work Authorization No. 21 is effective as of January 6, 2011 and shall extend the termination date to August 31, 2011, unless extended by a Supplemental Work Authorization.

Part 4. This Supplemental Work authorization No. 4 to Work Authorization No. 21 does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 5. This Supplemental Work Authorization No. 4 to Work Authorization No. 21 is hereby accepted and acknowledged below.

CONSULTANT
HNTB Corporation

By: _____
Signature

Richard L. Ridings, P.E.
Printed Name

Vice President
Title

Date

1/6/11

AUTHORITY
Cameron County Regional Mobility Authority

By: _____
Signature

David E Alex
Printed Name

Chairman
Title

Date

1-6-11

**IX. CONSIDERATION AND APPROVAL OF SUPPLEMENTAL
WORK AUTHORIZATION NO. 5 TO WORK
AUTHORIZATION NO. 23 FOR THE OLMITO
SWITCHYARD EXPANSION AND REPAIR IN PLACE
FACILITY FOR A TIME EXTENSION ONLY**

Supplemental Work Authorization No. 5
Work Authorization No. 23

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

SUPPLEMENTAL WORK AUTHORIZATION NO. 5
TO WORK AUTHORIZATION NO. 23
Olmito Switchyard Expansion Replace in Place(RIP) Facility

This Supplemental Work Authorization No. 5 to Work Authorization No. 23 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

The following terms and conditions of the Work Authorization are hereby amended as follows:

Part 1. The CONSULTANT will provide the following engineering services:

No changes are made to the responsibilities of the CONSULTANT.

Part 2. Payment to the CONSULTANT for the services is not amended with this supplement.

Part 3. This Supplemental Work Authorization No. 5 to Work Authorization No. 23 is effective as **January 6, 2011**, and shall extend the termination date to **December 31, 2011**, unless extended by a Supplemental Work Authorization.

Part 4. This Supplemental Work Authorization No. 5 to Work Authorization No. 23 does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 5. This Supplemental Work Authorization No. 5 to Work Authorization No. 23 is hereby accepted and acknowledged below.

CONSULTANT
HNTB Corporation

By: _____
Signature

Richard L. Ridings, P.E.
Printed Name

Vice President
Title

Date

1/6/11

AUTHORITY:
Cameron County Regional Mobility Authority

By: _____
Signature

David E. Allex
Printed Name

Chairman
Title

Date

1-6-11

**X. CONSIDERATION AND APPROVAL OF SUPPLEMENTAL
WORK AUTHORIZATION NO. 1 TO WORK
AUTHORIZATION NO. 32 FOR THE PORT ACCESS
ROAD RFI'S AND SHOP DRAWINGS REVIEW FOR A
TIME EXTENSION ONLY**

**Supplemental Work Authorization No. 1
to Work Authorization No. 32**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
WORK AUTHORIZATION NO. 32
PORT ACCESS ROAD – RFIs, SHOP DRAWING REVIEW**

This Supplemental Work Authorization No. 1 to Work Authorization No. 32 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

Part 1. The CONSULTANT will provide the following engineering services:

No change is made to the responsibilities of the AUTHORITY or the CONSULTANT.

Part 2. Payment to the CONSULTANT for the services is not amended with this supplement.

Part 3. This Supplemental Work Authorization No. 1 to Work Authorization No. 32 is effective as of **January 6, 2011** and shall extend the terminate date to **April 1, 2011**, unless extended by a Supplemental Work Authorization.

Part 4. This Supplemental Work Authorization No. 1 to Work Authorization No. 32 does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 5. This Supplemental Work Authorization No. 1 to Work Authorization No. 32 is hereby accepted and acknowledged below.

CONSULTANT:
HNTB Corporation

By: _____
Signature

Richard L. Ridings, P.E.
Printed Name

Vice President
Title

Date

AUTHORITY:
Cameron County Regional Mobility Authority

By: _____
Signature

David E. Allex
Printed Name

Chairman
Title

Date

**XI. CONSIDERATION AND APPROVAL OF SUPPLEMENTAL
WORK AUTHORIZATION NO. 1 TO WORK
AUTHORIZATION NO. 36 FOR THE OUTER PARKWAY
STUDY FOR A TIME EXTENSION ONLY**

**Supplemental Work Authorization No. 1
to Work Authorization No. 36**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
WORK AUTHORIZATION NO. 36
Outer Parkway Preliminary Planning Study, Phase I

This Supplemental Work Authorization No. 1 to Work Authorization No. 36 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

The following terms and conditions of the Work Authorization are hereby amended as follows:

Part 1. No change is made to the responsibilities of the CONSULTANT.

Part 2. This Supplemental Work Authorization No. 1 to Work Authorization No. 36 is effective as January 6, 2011 and shall extend the termination date to **December 31, 2011**, unless extended by a Supplemental Work Authorization.

Part 3. This Supplemental Work Authorization No. 1 to Work Authorization No. 36 does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 4. This Supplemental Work Authorization No. 1 to Work Authorization No. 36 is hereby accepted and acknowledged below.

CONSULTANT
HNTB Corporation

By: _____
Signature

Richard L. Ridings, P.E.
Printed Name

Vice President
Title

Date

1/6/11

AUTHORITY:
Cameron County Regional Mobility Authority

By: _____
Signature

David E. Allex
Printed Name

Chairman
Title

Date

1-6-11

**XII. CONSIDERATION AND ACKNOWLEDGEMENT OF GEC
REPORT FOR THE MONTH OF DECEMBER 2010**

Pete Sepulveda Jr.
CCRMA Coordinator
Cameron County Regional Mobility Authority
1100 East Monroe Street
Brownsville, TX 78520

HNTB

January 5, 2011

Dear Mr. Sepulveda,

The following is a summary of our progress on the subject projects for the month of December 2010.

Project Management:

General GEC

- Prepared contract correspondence and monthly GEC progress report.
- Prepared & submitted CCRMA GEC Invoice for work performed on Work Authorization Nos. 7, 8, 13, 16, 17, 21, 23, 24, 26, 28, 29, 30, 31, 32, 33, 34, 36, 37, 38, 41, 42, and 43.
- Updated and submitted November 2010 GEC work authorization status report.
- On December 9, Richard Ridings attended the Special Meeting of the Board of Directors.
- On December 15 Richard Ridings and Van Short attended the Special Meeting of the Board of Directors.
- On December 17 Richard Ridings, Tom Olechowski, Eddie Garcia, Greg Garcia, Alba Ramos, Fabian Gonzalez, Jimmy Berry, Bobby Balli, Michael Myers and Jack Jay attended the West Railroad Relocation Project Groundbreaking ceremony.
- HNTB continues to attend numerous meetings and correspond with RMA staff and others to support the RMA's efforts.

FM 509 Project (Work Authorization No. 5)

The FM 509 project is a relief route around the north and east areas of the City of Harlingen that would construct an extension of FM 509, in Cameron County, from US 77 to the Intersection with FM 508. The proposed facility would consist of a four-lane roadway with directions of travel separated by a center median. Dependent upon traffic projections, an interim facility with fewer lanes may initially be constructed. Interchanges or grade separations would be constructed at major thoroughfares. As proposed, the right-of-way would be 300-feet wide (usual) and sufficient to accommodate future transportation needs; however, any future improvements would be subject to environmental review. This could include bicycle and pedestrian facilities, general purpose lanes, truck lanes, or some combination of these modes.

- HNTB is currently performing preliminary development of the Outer Parkway. This project would provide a greater economic benefit to the area and establish a corridor along similar alignment yet would continue along the North side of Cameron County to the future SPI 2nd Access. The recommended alternative alignment for the north-south section of FM 509 is being

utilized as a connection to the future Outer Parkway to the existing FM 509 corridor and the north-south section of the recommended alternative potential alignment for FM 509 is being considered as an option for the east-west Outer Parkway alignment. The HNTB team is currently utilizing FM 509 environmental studies, constraint data, Lidar survey data, and right of way information for this endeavor.

West Parkway Project:

The proposed West Parkway is a new location facility and will provide a four-lane controlled access parkway with interchanges and connections at strategic locations and grade separation structures for several crossing streets in Brownsville. The majority of the project alignment falls within or in the vicinity of the existing Union Pacific Railroad right-of-way. Negotiations are underway to relocate the railroad and donate the right-of-way to the county for the project.

West Parkway EA/Schematic (Work Authorization No. 7):

This Work Authorization provides for the development of a Schematic and Environmental Assessment based on the project design developed by TxDOT and detailed in the value engineering report.

- Revised EA in response to Pharr District Comments
- On December 22 submitted revised EA to TxDOT Environmental Affairs Division. Revised EA reflects comments received from Pharr District as well as results of 2009 public outreach process (one-on-one meetings, small group meetings, neighborhood meetings and public meeting).

West Parkway Public Involvement (Work Authorization No. 18):

This Work Authorization provides community involvement services through a series of neighborhood meetings, focus group meetings, and one on one meetings to develop a two-way dialogue with the public to inform them of the need and purpose of the project and to gather their ideas on how the West Parkway can become a valuable community asset.

- This effort is complete and the contract is closed.

West Rail (Work Authorization No. 16):

This Work Authorization provides additional professional services and deliverables for the West Rail Relocation project. Work includes utility coordination and evaluation, changes to plan set for fencing, lighting and gate relocation on the bridge structure, coordination with DHS/CBP for temporary border fence removal to support construction and providing information to the contractor with regards to Request for Information (RFI's).

- Coordination with utility owners with conflicts along the West Rail alignment is ongoing, such as TransMontaigne, Texas Gas Services, Brownsville Public Utilities Board and AEP Distribution. The County submitted a letter to TransMontaigne giving approval to begin the final design for the pipeline locations along the West Rail project; the Railroad Street crossing will not require adjustment since the pipeline will have the necessary cover for protection. The design for the TGS adjustments has been completed and is being reviewed to verify it meets the reimbursement requirements. The easement for BPUB is being finalized by the County; once this is completed,

the construction of the underground line can commence. AEP Distribution is currently working on the final design for its adjustments.

- Coordination with the Department of Homeland Security is ongoing for this project. The plan set has been completed to reflect the DHS/CBP changes for the fencing, gate relocation and lighting and the plan sheets submitted to TxDOT and UPRR for their review and comment. Plan set had also been submitted to DHS/CBP for their review.
- We are responding in a timely manner to RFI's submitted by the contractor.

West Rail Relocation International Coordination (Work Authorization No. 8):

This Work Authorization provides appropriate subconsultant(s) for staff coordination with the Mexican agencies to monitor and determine project schedules, permit requirements, funding technical agreements and design for the West Rail Relocation around Brownsville, Texas. The project plans will require approval by Secretaría de Comunicaciones y Transportes (SCT), Comisión Internacional de Límites Y Aguas (CILA) and Kansas City Southern Mexico (KCSM).

- Bids on the Mexican portion of the West Railroad Relocation project were opened on November 9th and a decision to proceed with the approval to the lowest bidder was made on November 30th. These bids revealed that the lowest bidder on the center section of the International Bridge will be awarded to the US Contractor.
- At the time this report was prepared, it was expected that Right-of-way acquisition was to be 100% complete by December 22nd.
- The agreement between the SCT and KCSM is expected to be signed this month.
- Several telephone conferences were held to facilitate the Construction Agreement between SCT, KCSM, UPRR and the County
- The 39th Technical Review meeting was held on December 10th.

TxDOT Project Development Agreement for I69 CDA (Work Authorization No. 13):

This Work Authorization provides support to the Authority and its Legal and Financial Advisors in the development of a Project Development Agreement (PDA) between the Authority and TxDOT concerning the development of the SH 550, West Parkway, and US 77 Improvements projects

- Responded to developer questions and posted additional project information on the CCRMA website
- Received Qualifications Statements from two developer teams on December 20
- Reviewed Qualifications Statements and developed short-list recommendations on December 22
- Developed drafts of the Instructions to Proposers and Technical Provisions to be included in the RFDP documents to be released for Industry Review in early January

SH 550 Re-Evaluation (Work Authorization No. 15 & Supplements 1, 2 & 3):

This Work Authorization provides professional services and deliverables in support of the CCRMA's development of the SH 550 toll project from US 77/83 to State Highway 48 and the proposed entrance to the Port of Brownsville. Work includes the preparation of an Environmental Assessment Re-evaluation focusing

on the effects of tolling the project, preparation of a wetlands report, and development of a mitigation plan/Section 404 permit application. Supplements 2 & 3 included the mitigation design and re-evaluation of the EA to include the mitigation site.

- Construction/mitigation site monitoring and coordination with the US Army Corps of Engineers continues in accordance with the executed Section 404 permit.

SH 550 Toll Systems Integration and Design (Work Authorization No. 21 & Sup 1 & 2):

This Work Authorization provides professional services and deliverables in support of the CCRMA's tolling of the SH 550 from US 77/83 to State Highway 48 and the proposed entrance to the Port of Brownsville. Work includes the preparation of plans, specifications, and estimates for gantry, signing, conduit, and paving required for tolling of the main lanes. These will be included in the design package that TxDOT is currently completing and plans on letting using ARRA funds early in 2010. Supplement 1 to this WA includes the development of gantry and signage plans for change order into the current project under construction at the FM 1847 overpass as well as developing a plan for toll systems integration and customer service center implementation. Supplements 2 and 3 to this WA include the development of interlocal agreements with CTRMA and TTA for the toll system implementation and TxTAG customer service.

- Operational
 - Continued to refine and coordinate the draft ILA between CCRMA and TxDOT (TTA)

South Padre Island Second Access Phase 3A (Work Authorization No. 17):

This Work Authorization provides engineering and environmental services associated with the development and advancement of the NEPA process for the proposed South Padre Island (SPI) 2nd Access Project in Cameron County, Texas. The proposed Project will provide important congestion relief for the Queen Isabella Memorial Causeway. The proposed SPI 2nd Access Project will also serve as a critical alternative evacuation route from the island in times of disaster, hurricanes, and other emergencies. The tasks associated with the Project will include the development of the necessary environmental documentation, corridor alternatives assessments, and related public involvement activities.

This Work Authorization continues the environmental and corridor alternatives assessment tasks necessary to advance the project to a selection of a Recommended Preferred Alternative and ultimately to a Record of Decision (ROD). After the selection of a Preferred Alternative a supplement for schematic design will be required.

- Coordinated with SWCA on review and revision of the Biological Assessment.
- TxDOT and FHWA review of the draft EIS (November 2010 version) is on-going; received comments from TxDOT General Counsel; additional comments from FHWA are anticipated.

Olmito Switchyard PS&E (Work Authorization No. 23 & Supplement No. 1):

This Work Authorization provides for the production of Plans, Specifications, and Estimates for the construction of addition rail and repair facilities in the Olmito Switchyard. Rail and grading plans were prepared to meet a March letting schedule. The repair facilities (RIP) will be included in a second set of plans for letting at a later date.

RIP Facility plans:

- Completed the 90% plans.
- The RIP design (Austin Rail and Electrical, and Omaha Mechanical and Building) has been submitted to the Union Pacific Railroad TxDOT for review, comments, and approval.

SH 550 PS&E (Work Authorization No. 24):

This Work Authorization provides engineering services for the preparation of plans, specifications and estimates (PS&E) for the construction of SH 550 tolled main lanes between existing frontage road lanes from US 77/83 to 0.5 mile north of FM 3248. The work will be performed in two phases as follows:

Phase 1 – Prepare a design summary report (DSR), typical sections, design layout, and preliminary cost estimate for the proposed SH 550 tolled main lanes.

- Phase 1 work was completed in April 2010.

Phase 2 – Prepare PS&E package for letting based on approved typical sections and design layout from Phase 1.

- Ground surveys continue, aerial survey completed.
- Geotechnical investigations are complete, lab testing is underway.
- Utility database is being maintained, coordination meetings continue and exposure request letters have been prepared and distributed.
- Traffic counts for US 77/83 in the vicinity of the DC ties are complete, methodologies for the preliminary traffic analysis are being developed.
- Progress Meetings were held on 12/7 and 12/16.
- Submitted 30% plans on 12/2, as scheduled.
- Received TxDOT review comments on 12/8.
- Provided responses to the comments and revised preliminary bridge layouts on 12/21.
- Incorporating the revisions per 30% review comments and preparing the 60% plan submittal.

Port Access Road (Work Authorization No. 25):

This Work Authorization provides engineering services associated with the development of plans, specifications, and estimates for the construction of a new access drive from SH 48 into the Port of Brownsville. The CCRMA will construct the new \$2.5 M entrance into the Port of Brownsville in exchange for the donation of the SH 550 Port Spur ROW. TxDOT had initiated design of this entrance road but stopped design at an approximately 60% level of completion. The GEC has obtained TxDOT design files and will utilize them to complete a PS&E package for CCRMA letting in May

This Work Authorization is complete. No activity.

General Brant Road/FM 106 Extension (Work Authorization No. 26)

This work authorization provides professional services and deliverables associated with the preparation of a categorical exclusion (to be reviewed by the Federal Highway Administration in anticipation of possible federal funding) and the completion of the Section 404 permitting process (including the development of a conceptual mitigation plan) for the project

- Categorical exclusion revised per TxDOT Pharr District comments.
- On December 15 the revised categorical exclusion was submitted to TxDOT Environmental Affairs Division for review/processing.

East Loop Pass Through Application (Work Authorization No. 27)

This work authorization provides professional services and deliverables associated with reviewing and revising the 2009 application, and submitting it to TxDOT no later than May 11, 2010.

- This Work Authorization is complete. No activity.

Olmito Switch Yard Expansion Construction Inspection (Work Authorization No. 28)

This work authorization provides professional services associated with construction inspection phase work for the Olmito Switch Yard.

- The Contractor has completed 94% of the track construction on the project. He has installed all but three of the switches on the project. We are expecting the first ballast train to arrive on the project on about January 3, 2011. Delivery of the ballast will take five ballast trains to complete. The expected spacing between the ballast trains is about five days. All of the work covered by change order number one has been completed.
- Brownsville Public Utilities board should complete all of the work included in Change order number two during the first week in January.
- The plans for the North Access road have been sent to the contractor to negotiate change order number three to the contract. We have received three submittals from the contractor none of which contained the information required by TxDOT. We expect another submittal soon.

TIGER II Grant Application (Work Authorization No. 30)

This work authorization provides professional services and deliverables associated with applying for a Transportation Investment Generating Economic Recovery II (TIGER II) grant.

- No activity.

Port Access Road RFIs, Shop Drawing Review (Work Authorization No. 32)

This Work Authorization provides engineering services associated with construction phase services for the construction of the Port Access Road. The Port Access Road is presently under construction and the GEC will respond to Requests for Information (RFIs) from the contractor and will review shop drawings on an as needed basis.

- Coordination (phone calls, e-mails, and meetings) with L&G Engineers, McAllen Construction, and Port of Brownsville on various items.
- Responding to RFIs.

West Rail Bypass, CEI (Work Authorization No. 33)

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

- The construction contract has been awarded to McCarthy Builders. The pre-construction meeting was held on November 10, 2010.
- The Notice to Proceed was issued to the contractor on December 6, 2010.
- The contractor has started mobilizing and clearing the right of way.
- The Contractor has proposed a different means to access the river and his suggestion has been verbally approved by everyone but the IBWC.

East Loop Pass Through Negotiation (Work Authorization No. 34)

This work authorization provides professional services and deliverables associated with negotiating a final pass through agreement with TxDOT by July 23, 2010.

- No activity.

Outer Parkway Study (Work Authorization No. 36)

This work authorization provides professional services and deliverables associated with a study for the Outer Parkway. The study is to be performed in a three phase effort to deliver a schematic design for the Outer Parkway project. The phases are:

Phase I includes field investigations, constraints mapping and technical evaluations necessary to identify a recommended ½ mile wide corridor for the proposed Outer Parkway.

Phase II will include the refinement of the corridor identified in Phase I (by narrowing the corridor down from ½ mile wide to 1,000 feet wide). During this phase, property owners in the immediate vicinity of the project will be notified and afforded an opportunity to provide feedback.

During Phase III, a specific alignment will be developed and a right-of-way footprint established. Phase III will include the development of the schematic design, environmental permitting, agency coordination, and the appropriate environmental documentation for connections to roadways on the State Highway System.

- Prepared draft Corridor Identification Report

US 77 PS&E (Work Authorization No. 41)

This Work Authorization provides services and deliverables to perform engineering services required for the aerial mapping, preparation of plans, specifications and estimates (PS&E) for the construction of US 77 within existing right-of-way (ROW) for the existing schematic as completed and provided by the Texas Department of Transportation (TxDOT) which includes two (2) control section job (CSI) projects as follows:

CSJ: 0327-10-053: FM 1018 to 0.3 miles North of FM 498

CSJ: 0327-10-054: 0.3 miles North of FM 498 to FM 3168

- Continued ground survey.
- Continued plans development. Due to aggressive design schedule, it was agreed with TxDOT that no 60% complete PS&E submittal would be made.
- Continued with weekly coordination team meeting to discuss issues and progress.
- Began 90% plan preparation due January 2011.
- Completed research, data collection and field investigations necessary for completion of environmental document (programmatic categorical exclusion).
- Prepared draft environmental document.
- Completed internal QA review of draft environmental document.

SH 32 EA (Work Authorization No. 42)

This Work Authorization provides oversight, guidance, agency coordination, issue resolution, and quality assurance/quality control necessary to expedite the environmental review/approval process for two environmental assessment (EA) documents being provided by other firms for the East Loop project.

- Stacey Benningfield coordinated, oversaw and attended December 7 public meeting for SH 32-West.
- Stacey Benningfield reviewed draft environmental assessment (prepared by TEI and AE/COM) for SH 32-West; environmental assessment submitted to TxDOT Environmental Affairs Division on December 30.
- Stacey Benningfield attended December 7 coordination meetings with US Fish and Wildlife Service and Border Patrol regarding SH 32-West.
- Continued bi-weekly coordination meetings regarding SH 32-West and SH 32-East.

SH 550 State Infrastructure Bank (SIB) Loan (Work Authorization No. 43)

This Work Authorization provides services to work with CCRMA's traffic and revenue consultant and financial consultant to develop a range of (or specific) requested amount of SIB funding. The information developed by HNTB for this task will include:

- Project environmental, design, and construction information
- Project development, maintenance and operation costs

HNTB will provide direction and guidance in completing and assembling the SIB loan application, to be produced by another firm. HNTB will provide follow-up direction and guidance in responding to requests for additional information from TxDOT during the SIB application review and approval process.

- Coordination with subconsultants
- Effort will be minimal until final SIB Loan rules are approved by the State


Consultant Management:

- Continued coordination with subconsultants.

Agency Coordination:

- Conducted ongoing discussions with CCRMA staff, TxDOT staff, TTA staff and subconsultants for preparation of SPI 2nd Access project, West Parkway project, SH 550, North Rail, Olmito Switch Yard construction project, West Rail project, and East Loop Pass-Through.

Best regards,



Richard L. Ridings, P.E.

Vice President

cc: David Garcia
Van Short P.E.
Lamberto "Bobby" Balli, P.E.

December Status Report

HNTB

Project		FM 509
Work Authorization	5	Route Studies and Environmental
Supplemental	1	ICI Analysis
Supplemental	2	Development of Reasonable Alternatives

WA Cost: \$	656,210.00
SA Cost: \$	40,358.00
SA Cost: \$	10,826.00
Total Cost: \$	707,394.00

Description: The FM 509 project is a relief route around the north and east areas of the City of Harlingen that would construct FM 509, in Cameron County, from US 77 to the intersection with FM 508. the proposed facility would consist of a four-lane roadway with directions of travel separated by a center median. Dependent upon traffic projections, an interim facility with fewer lanes may initially be constructed. Interchanges or grade separations would be constructed at major thoroughfares. As proposed, the right-of-way would be 300-feet wide (usual and sufficient to accommodate future transportation needs; however, any future improvements would be subject to environmental review. This could include bicycle and pedestrian facilities, general purpose lanes, truck lanes or some combination of these modes.

Scope: Develop Route and Environmental Studies for the Cameron County Regional Mobility Authority.

Deliverables: Drawing of the Conceptual Corridor Alternatives. Line Diagrammatic Schematic Drawings. Environmental Assessment Document required for obtaining a Finding of No Significant Impact (FONSI)

Project Activity

Status: Project On-Hold

Recent Activity: None

Upcoming Activity: on hold

Outstanding Issues: on hold

Task	Status	Date of Antipated Completion	% Complete
FM 509 Data Assembly and Review	Complete	Complete	100%
FM 509 Route Alternative Studies	Complete	Complete	100%
FM 509 Development of Reasonable Alter.	Complete	Complete	100%
FM 509 Evaluation and Viable Alter.	Complete	Complete	100%
Notice to Proceed	Complete	Complete	100%
Data Collection	Complete	Complete	100%
Need and Purpose	Complete	Complete	100%
Alternatives Analysis	Complete	Complete	100%
Field Investigations	Complete	Complete	100%
Resource Agency Mtgs.	Ongoing	Complete	50%
Constraints map	Complete	Complete	100%
Social/Economic Investigations	Complete	Complete	100%
Natural Environment Investigations	Complete	Complete	100%
Cultural Resources	Complete	TBD	95%
Report Preparation	on hold	TBD	95%
Public Involvement	on hold	TBD	60%
Supp 1: Envir. Assessment Doc. Prepar.	Complete	Complete	100%
Supp 1: Indirect Impacts	Complete	Complete	100%
Supp 1: Cumulative Impacts	Complete	Complete	100%
Supp 1: Surveying/Mapping	Complete	Complete	100%
Supp 1: Light Detection and Ranging	Complete	Complete	100%
Supp 2: Deve. Reasonable Alternatives	Complete	Complete	100%
WA Amount	\$ 707,394.00	Outstanding Invoice Number	Days Old
Billed To Date	\$ 686,172.18	Invoice Amount	
Paid To Date	\$ 686,172.18		
Unpaid Balance	\$ -		
Funding Source	Cameron County		
Total: \$ -			

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WA Cost:	\$	1,471,763.00
SA Cost:	\$	98,862.00
SA Cost:	\$	378,427.00
Total Cost:	\$	1,949,052.00

Scope: Develop Route and Environmental Studies for the Cameron County Regional Mobility Authority

Deliverable: Develop Route and Environmental Studies for the Cameron County Regional Mobility Authority. Conceptual typical section. Summary of preliminary conceptual design criteria. Overlay of identified major utilities onto conceptual layouts. Overlay of conceptual ROW requirements onto conceptual layouts. Final Traffic Technical Memorandum. Draft and Final Intermediate Level (Level 2) Toll Feasibility Report (Level 2 funding matrix). Environmental Assessment Document required for obtaining a Finding of No Significant Impact (FONSI).

Project Activity

Status	Undergoing review by TxDOT-Environmental Affairs Division
Recent Activity	EA revised to reflect review comments received from TxDOT-Pharr District. On December 22 revised EA submitted to TxDOT-Environmental Affairs Division for review and processing.
Upcoming Activity	Respond to ENV comments when received.
Outstanding Issues	FHWA review; public hearing
Status	Continued preparation of updated drawings addressing Public meeting comments
Recent Activity	Cost estimates, typical sections, exhibits
Upcoming Activity	Complete Schematic with public meeting changes
Outstanding Issues	
Status	On Hold
Recent Activity	On Hold
Upcoming Activity	Revise Microsimulation based on new schematic
Outstanding Issues	3d animation is recommended - need supplement for this effort

Task	Status	Date of Anticipated Completion	% Complete
Conceptual Design	Complete	Complete	100%
Intermediate-level (level 2) Toll Feasibility	Draft Level 2 TFS complete		80%
Innovative Financing Support	Ongoing	TBD	20%
Traffic Analysis and Microsimulation	On hold	TBD	80%
Geometric Schematic	Assessing revisions	TBD	88%
Environmental Assessment Report	Ongoing	TBD	88%
West Loop Public Involvement Activities	Awaiting Public Hearing	TBD	70%
Surveying and Aerial Mapping	Complete	Complete	100%
Surveying	Complete	Complete	100%
Aerial Mapping	Complete	Complete	100%
Right of Entry	Complete	Complete	100%
Supp 1: Inter.Level Toll Feasibility Study	Complete	Complete	100%
Supp 1: Environmental Assessment	Assessing revisions	TBD	88%
Supp 1: Public Involvement	Complete	Complete	100%

WA Amount:	\$	1,949,052.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$	1,780,767.13	49-40619-PL-007	301	\$ 9,409.54
Paid To Date:	\$	1,448,615.45	50-40619-PI-007	266	\$ 2,656.26
Unpaid Balance:	\$	332,151.68	51-40619-PI-007	238	\$ 18,921.35
			52-40619-PI-007	210	\$ 57,781.89
			53-40619-PL-007	175	\$ 68,237.36
			54-40619-PL-007	147	\$ 37,842.70
Funding Source:	TxDOT Toll Equity Funding		55-40619-PL-007	98	\$ 37,172.70
			56-40619-PL-007	98	\$ 670.00
			57-40619-PL-007	84	\$ 75,685.40
			60-40619-PL-007	56	\$ 18,921.35
			61-40619-PL-007	28	\$ 4,853.13
Total:					\$ 332,151.68

December Status Report

HNTB

Project		West Rail Relocation
Work Authorization	8	International Advisor Services
Supplemental	1	International Advisor Services
Supplemental	2	International Advisor Services
Supplemental	3	International Advisor Services
Supplemental	4	International Advisor Services
Supplemental	5	International Advisor Services
Supplemental	6	International Advisor Services
Supplemental	7	International Advisor Services

WA Cost:	\$	186,579.00
SA Cost:	\$	67,264.00
SA Cost:	\$	67,163.00
SA Cost:	\$	67,163.00
SA Cost:	\$	67,939.00
SA Cost:	\$	67,939.00
SA Cost:	\$	67,703.00
	\$	67,914.00
Total Cost:	\$	659,664.00

Description: The West Rail Relocation project provides appropriate subconsultant (s) for staff coordination with the Mexican agencies to monitor and determine project schedules, permit requirements, funding technical agreements and design for the West Rail Relocation around Brownsville, Texas. This subconsultant is Arturo de las Fuentes of Caminos Y Puentes Internacionales. The project plans will require approval by Secretaria de Comunicaciones y Transportes (SCT), Comision Internacional de Limits Y Aguas (CILA) and Kansas City Southern Mexico (KCSM).

Scope: Provide professional services and deliverables required for project administration and coordination for the Cameron County Regional Mobility Authority

Deliverable: Monthly Project Progress Reports and meeting minutes that details activities performed by task (Spanish and English versions will be provided). Monthly invoice/billings with list of tasks performed and products delivered per invoice billing cycle (English version will be provided). Project schedule and timeline for agency approval (Spanish and English version will be provided).

Project Activity	
Status:	Ongoing
Recent Activity:	Detailed report available
Upcoming Activity:	-
Outstanding Issues:	
Status:	-
Recent Activity:	-
Upcoming Activity:	-
Outstanding Issues:	-
Status:	
Recent Activity:	
Upcoming Activity:	
Outstanding Issues:	In discussions to extend this Work Authorization.

Task		Status	Date Anticipated Completion	% Complete
International Services		Complete	December	100%
WA Amount	\$ 659,664.00	Outstanding		
Billed To Date:	\$ 591,750.00	Invoice Number	Days Old	Invoice Amount
Paid To Date:	\$ 591,750.00			
Unpaid Balance:	\$ -			
Funding Source:	Cameron County			
		Total:	\$	-

HNTB

Project		<u>PDA Coordination and Negotiation Support</u>
Work Authorization	<input type="text" value="13"/>	
Supplemental	<input type="text"/>	
Supplemental	<input type="text"/>	

WA Cost: \$ 790,903.00

SA Cost: _____

SA Cost: _____

Total Cost: \$ 790,903.00

Description: This Work Authorization provides support to the Authority and its Legal and Financial Advisors in the development of a Project Development Agreement (PDA) between the Authority and TxDOT concerning the development of the Port Spur, West Loop, and US 77 Improvements projects. Also includes support services for the procurement of a concession design-build developer

Scope: Support the CCRMA in negotiations with TxDOT and ZAI/ACS, and assist in the development of a Project Development Agreement (PDA) for SH 550, West Parkway, and US 77 Improvements, support the procurement of a design-build concessionaire

Deliverable: Engineering support in the development of a PDA. Additional work now includes the procurement of a concession CDA developer

Project Activity

Status:	Developing CDA documents for procurement
Recent Activity:	Developed and posted responses to developer questions, continued work on ITP, Technical Provisions, and other RFDP documents; accepted and reviewed developer Qualifications Statements
Upcoming Activity:	Complete drafts of RFDP documents in preparation of January issuance; revised RFDP documents based on industry review comments; hold developer informational workshops
Outstanding Issues:	

Task	Status	Date of Anticipated Completion	% Complete
Design Review	Initiated		10%
Specification Review	Initiated		1%
CDA Requirements/Terms/Risk Assessment	Initiated		29%
CDA Procurement	Initiated		35%
Draft Technical Requirements/Obligations	Initiated		10%
Draft Operations/Tolling Obligations	Started PDA		10%
Draft Reporting/Maintenance Obligations	Started PDA		10%
Final Reviews, Recommendations, and Presentations	Not Started		0%

WA Amount:	\$	790,903.00	Outstanding Invoice Number:	Days Old	Invoice Amount
Billed To Date:	\$	353,548.73			
Paid To Date:	\$	353,548.73			
Unpaid Balance:	\$	-			
Funding Source:					
Total:	\$				

Total: \$

HNTB

WA Cost:	\$	179,683.00
SA Cost:	\$	138,732.00
SA Cost:	\$	5,882.00
SA Cost:	\$	44,070.00
SA Cost:	\$	51,930.00
SA Cost:	\$	34,925.00
Total Cost:	\$	455,222.00

Deliverable: Utility estimates, design, coordination and resolution; siphon extension plans, specifications, and estimates; utility hookups for DHS building; and stakes and survey data items.

Status	Ongoing
Recent Activity	Continued status updates and activity coordination with with client and TransMontaigne, TGS, AEP Distribution, and BPUB.
Upcoming Activity	Approve AEP Distribution and TGS plans for adjustment.
Outstanding Issues	Receipt of final design plans from Transmontaigne.
Status	Complete
Recent Activity	Complete
Upcoming Activity	
Outstanding Issues	Irrigation District #6 requiring new private road crossing agreement before they will comment to plan set.
Status	Ongoing
Recent Activity	Continued coordination
Upcoming Activity	Coordination plan set review with new DHS/CBP Project Manager Adrian Grimes
Outstanding Issues	DHS has responded to prior inquiries and has now requested changes to the LAN room of the DHS facility. They have just responded to telephone and generator requirements for the building.
Status	Continued changes to fencing / gate/ and lighting per DHS comments
Recent Activity	Completed design
Upcoming Activity	Coordinate review comments by UPRR, TxDot and DHS into plan set
Outstanding Issues	PM for DHS/CBP has not responded to plan set approval requests and questions

Task			Status	Date of Anticipated Completion	% Complete
Project Management			Ongoing	TBD	100%
Utility Coordination and Evaluation			Ongoing	TBD	99%
Siphon Extension Design			Complete	3/12/2010	100%
DHS Building Items			Ongoing	TBD	100%
Supplement items (design, noise, mitigation)			Complete	3/12/2010	100%
Supplement items (fencing, lighting, gate)			Ongoing	10/4/2010	93%
WA Amount	\$ 455,222.00	Outstanding Invoice Number	Days Old	Invoice Amount	
Billed To Date	\$ 448,237.00	55-40619-PL-016	98	\$ 9,600.00	
Paid To Date	\$ 424,237.00	57-40619-PL-016	84	\$ 14,400.00	
Unpaid Balance	\$ 24,000.00				
Funding Source					
Total:				\$	24,000.00

December Status Report

HNTB

Project	South Padre Island Phase 3A	
Work Authorization	17	
Supplemental	2	Affected Env & Env Consequences
Supplemental	3	Affected Env & Env Consequences
Supplemental	4	Affected Env & Env Consequences

WA Cost: \$	2,965,831.00
SA Cost: \$	165,885.00
SA Cost: \$	415,622.00
SA Cost: \$	109,870.00
Total Cost: \$	3,657,208.00

Description: This Work Authorization provides engineering and environmental services associated with the development and advancement of the NEPA process for the proposed South Padre Island (SPI) 2nd Access Project in Cameron County, Texas. The proposed Project will provide important congestion relief for the Queen Isabella Memorial Causeway. The proposed SPI 2nd Access Project will also serve as a critical alternative evacuation route from the island in times of disaster, hurricanes, and other emergencies. The tasks associated with the Project will include the development of the necessary environmental documentation, corridor alternatives assessments, and related public involvement activities.

Scope: Prepare preliminary engineering, DEIS, Public Hearing, and FEIS

Deliverable: This Work Authorization continues remaining environmental and corridor alternatives assessment tasks necessary to advance the project to a selection of a Recommended Preferred Alternative and ultimately to a Record of Decision (ROD). After the selection of a Preferred Alternative a supplement for schematic design will be required.

Project Activity

Status:	Currently waiting for FHWA comments on the revised (November 2010 version) DEIS
Recent Activity:	Received TxDOT-General Counsel comments on DEIS on December 18th; have not yet received comments from FHWA.
Upcoming Activity:	Awaiting further comments/direction from FHWA and/or TxDOT. TxDOT to coordinate with FHWA regarding status of review/timing & resolution of General Counsel comments.
Outstanding Issues:	Schedule slip due to delays in agency reviews; delay will affect public hearing.

Status:	Complete
Recent Activity:	Support Env in responding to comments
Upcoming Activity:	Prepare scope for Schematic Development. Continue coordination with Environmental.
Outstanding Issues:	Obtain approval of schematic scope and fee

Status:	Completed draft economic study submitted in December 2009
Recent Activity:	Coordinate with DEIS
Upcoming Activity:	Respond to comments
Outstanding Issues:	

Task	Status	Date of Anticipated Completion	% Complete
Data Collection/Existing Conditional Analysis	Complete		100%
Preliminary Engineering Services	On-going		98%
Geometric Layout (Schematic Plan) Development (SWA)	NA	NA	NA
Value Engineering Participation	NA	NA	NA
Traffic Volume Development	NA	NA	NA
Innovative Financing Support	NA	NA	NA
Traffic Operational Analysis	NA	NA	NA
Economic Study	Complete		100%
Draft Environmental Impact Statement	On-going		76%
Affected Environment and Environmental Consequences	On-going		73%
Public Involvement	Public Hearing in early 2011		0%
Field Surveying (SWA)	NA	NA	NA

WA Amount	\$	3,657,208.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$	2,700,246.96	46-40619-PL-017	392	\$ 91.30
Paid To Date:	\$	1,777,014.40	47-40619-PL-017	350	\$ 188,323.15
Unpaid Balance:	\$	923,232.56	48-40619-PL-017	329	\$ 53,556.46
			49-40619-PL-017	301	\$ 73,399.23
			50-40619-PL-017	266	\$ 38,818.25
Funding Source:			51-40619-PL-017	238	\$ 97,269.18
			52-40619-PL-017	210	\$ 90,603.24
			53-40619-PL-017	175	\$ 84,493.40
			54-40619-PL-017	147	\$ 94,051.97
			55-40619-PL-017	98	\$ 37,865.65
			56-40619-PL-017	98	\$ 24,477.65
			57-40619-PL-017	84	\$ 3,848.74
			58-40619-PL-017	84	\$ 12,631.76
			60-40619-PL-017	56	\$ 86,406.11
			61-40619-PL-017	28	\$ 35,151.81
Total: \$					923,232.56

HNTB

WA Cost:	\$	63,369.00
SA Cost:	\$	304,561.00
SA Cost:	\$	224,425.00
SA Cost:	\$	99,065.00
Total Cost:	\$	691,420.00

Deliverable: PS&E for gantry, signage and conduits, Change order documents for FM 1847, Toll System implementation plans, tours of toll agencies, PI efforts in preparation for FM 1847 tolling. ILA for system integration, collections, and maintenance and support in setting up local CSS

Status:	ILA on Toll Collections was executed - coordination continues on other ILAs
Recent Activity:	Continued ILA efforts with TTA and CTRMA •Weekly meetings with TTA and CTRMA •Coordination with Caseta on Toll integration
Upcoming Activity:	Instigate marketing plan and begin setting up sites for TxTAG distribution and customer service.
Outstanding Issues:	Supplement need to continue coordination efforts
Status:	Construction has begun on gantry location and conduits
Recent Activity:	Complete
Upcoming Activity:	Complete
Outstanding Issues:	Oversight of toll equipment placement
Status:	Brochure for tolling and Frequently asked questions completed
Recent Activity:	Meetings with TTA on coordination with TxTag marketing. Finalized marketing plan
Upcoming Activity:	Initiate marketing efforts
Outstanding Issues:	

Task			Status	Date of Anticipated Completion	% Complete
Gantry and Conduit design			Complete	October	100%
Signing Design			Complete	October	100%
Estimates			Complete	October	100%
Toll Implementation Procurement			Complete	December	100%
Toll I/A development and oversight			Ongoing	December	98%
Public Involvement			Ongoing	May	60%

WA Amount	\$	691,420.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$	686,466.75	52-40619-PL-021	210	\$ 19,813.00
Paid To Date:	\$	666,653.75			
Unpaid Balance:	\$	19,813.00			
Funding Source:					
Total:		\$	19,813.00		

December Status Report

HNTB

Project		Olmito Switchyard PS&E
Work Authorization	23	Olmito Track and Grading PS&E
Supplemental	1	Olmito RIP and Lighting PS&E
Supplemental	2	Olmito Bid Documents & Advertisement
Supplemental	3	Permits & Off-site Utility Access
Supplemental	4	Expansion RIP Facility

WA Cost:	\$	145,519.00
SA Cost:	\$	183,763.00
SA Cost:	\$	41,632.00
SA Cost:	\$	60,035.00
SA Cost:	\$	72,458.00
Total Cost:	\$	503,407.00

Description: This Work Authorization is to provide plans, specifications, and estimates (PS&E) for the Union Pacific Railroad (UPRR) Olmito Yard expansion. The construction of these additional tracks will allow the UPRR to relocate their current yard operations from Harlingen to Olmito.

Scope: Design and preparation of PS&E for the Olmito Yard expansion, not including the repair-in-place (RIP) facility and lighting. This includes track, drainage, construction sequencing, SWPPP, bid package, specifications, quantities, construction estimate, and schedule. Supplement includes the RIP facility and Lighting PS&E (separate PS&E letting Package)

Deliverable: Olmito Switchyard PS&E package, including mylar sheets, bid package, estimate, and construction schedule.

Project Activity

Status:	Repair-In-Place Facility (RIP) PS&E actively being developed to 90% level to submit to Union Pacific Railroad
Recent Activity:	Yard: Construction contract awarded. RIP: Submit 90% Planset
Upcoming Activity:	Yard: Continuing Construction Inspection Services. RIP: Add review comments to planset..
Outstanding Issues:	Off-site utility design, landscaping; Funding to complete design; Railroad Review and approval of RIP plans

Task	Status	Anticipated Completion	% Complete
Olmito Switchyard PS&E			
Coordination with County, UPRR, and TxDOT	Complete	Complete	100%
Coordination of Field Survey	Complete	Complete	100%
Project Control Plans	Complete	Complete	100%
Railroad Track Plans and Profiles	Complete	Complete	100%
Construction Sequencing	Complete	Complete	100%
Drainage Plans and Profiles	Complete	Complete	100%
SWPPP	Complete	Complete	100%
Bid Package, Specifications, Quantities, and Estimates	Complete	Complete	100%
Pre-bid Conference and Requests for Information	Complete	Complete	100%
Field Surveys	Complete	Complete	100%
Olmito RIP PS&E			
Coordination with County and UPRR	Ongoing	1/19/2011	80%
Coordination of Geotechnical Borings	Complete	Complete	100%
Project Control Plans	Complete	Complete	100%
Railroad Track Plans and Profiles	Ongoing	1/19/2011	95%
Construction Sequencing	Ongoing	1/19/2011	95%
Drainage Plans and Profiles	Ongoing	1/19/2011	95%
SWPPP	Ongoing	1/19/2011	95%
RIP Facility Building, Crew Modular Building, and Structural Plans	Ongoing	1/19/2011	95%
RIP Facility and Crew Modular Mechanical and Plumbing Plans	Ongoing	1/19/2011	95%
Power and Lighting Plans	Ongoing	1/19/2011	95%
Bid Package, Specifications, Quantities, and Estimates	Ongoing	1/19/2011	90%
Pre-bid Conference and Requests for Information	Not Started		0%
Geotechnical Studies	Complete	Complete	100%
Field Surveys (Olmito Yard)	Complete	Complete	100%
Field Surveys (UPRR/RVSC Harlingen Yard)	N/A County Surveyor to handle	N/A	0%
WA Amount:	\$ 503,407.00	Outstanding Invoice Number	Days Old
Billed To Date:	\$ 456,930.45		Invoice Amount
Paid To Date:	\$ 456,930.45		
Unpaid Balance:	\$ -		
Funding Source:			
Total: \$ -			

December Status Report

HNTB

Project SH 550 PS&E

Work Authorization ☒ 24 PS&E Phase 1

Supplemental ☒ 1 PS&E

Supplemental ☐

WA Cost: \$ 39,243.00

SA Cost: \$ 4,941,150.00

SA Cost:

Total Cost: \$ 4,980,393.00

Description: This Work Authorization provides engineering services associated with the development of plans, specifications, and estimates for the SH 550

Scope: This Work Authorization provides engineering services associated with the development of plans, specifications, and estimates for the SH 550 . Phase 1 is the initial scoping efforts. Phase 2 will include survey, geotech, design, specifications, and estimates.

Deliverable: Phase 1: general exhibit of limits of design, typical section, preliminary cost estimate, determination of Geotechnical needs
Phase 2: Survey, geotechnical, Final Plans, Specifications, and Estimates

Project Activity

Status:	Started Phase 2
Recent Activity:	Aerial Surveying, Design Summary Report began.
Upcoming Activity:	Complete plans to 25% complete.
Outstanding Issues:	

Task	Status	Anticipated Completion	% Complete
Design			
Phase 1 effort	Complete		100%
General Administration	na		0%
survey	na		80%
Geotechnical Studies	na		60%
30% plans	na		100%
60% plans	na		10%
95% plans	na		0%
letting documents	na		0%
WA Amount: \$ 4,980,393.00	Outstanding Invoice Number: 57-40619-DS-024	Days Old: 84	Invoice Amount: \$ 24,705.75
Billed To Date: \$ 1,027,473.00			
Paid To Date: \$ 1,002,767.25			
Unpaid Balance: \$ 24,705.75			
Funding Source:			
Total: \$			24,705.75

December Status Report

HNTB

Project General Brant
 Work Authorization ☒ 26
 Supplemental ☐
 Supplemental ☐

WA Cost: \$ 208,639.00
 SA Cost:
 SA Cost:
 Total Cost: \$ 208,639.00

Description: This Work Authorization provides professional services associated with the development of a Categorical Exclusion document and Section 404 Individual Permit application (with Conceptual Mitigation Plan) for improvements to General Brant Road (FM 106).

Scope: Project Management and Social, Economic and Environmental studies for CCRMA. Activities necessary for obtaining environmental clearance, including Section 404 permit from U.S. Army Corps of Engineers, for roadway improvements.

Deliverables: Categorical Exclusion and Section 404 Individual Permit with Conceptual Mitigation Plan.

Project Activity

Status:	Environmental document (categorical exclusion) under review by TxDOT-Environmental Affairs Division.
Recent Activity:	Revised categorical exclusion to reflect review comments received from TxDOT-Pharr District. On December 15 submitted revised categorical exclusion to TxDOT-Environmental Affairs for review and processing.
Upcoming Activity:	Categorical exclusion to be revised upon receipt of TxDOT-Environmental Affairs Division review comments.
Outstanding Issues:	None
Status:	Ongoing
Recent Activity:	GEC evaluated wetland shape-files provided by TxDOT, compared to original application, and identified discrepancies.
Upcoming Activity:	GEC to update application. GEC to submit application to Corps of Engineers for review/process.
Outstanding Issues:	None

Task		Status	Date of Anticipated Completion	% Complete
Categorical Exclusion document preparation		Ongoing	Feb. 2011	85%
Section 404 Individual Permit (with Conceptual Mitigation Plan)		Ongoing	Feb. 2011	70%
WA Amount:	\$ 208,639.00	Outstanding Invoice Number:	Days Old:	Invoice Amount:
Billed To Date:	\$ 177,343.15			
Paid To Date:	\$ 177,343.15			
Unpaid Balance:	\$ -			
Funding Source:				
		Total: \$ -		

December Status Report

HNTB

Project Olmito Switchyard CEI Services
 Work Authorization ☒ 28 Construction & Inspection Services
 Supplemental ☐ _____
 Supplemental ☐ _____
 Supplemental ☐ _____

WA Cost: \$ 674,150.00

SA Cost: _____

SA Cost: _____

SA Cost: _____

Total Cost: \$ 674,150.00

Description: This Work Authorization is to provide construction engineering and inspection (CEI) for the Union Pacific Railroad (UPRR) Olmito Yard expansion. The construction of these additional tracks will allow the UPRR to relocate their current yard operations from Harlingen to Olmito.

Scope: Construction administration for the Olmito Yard expansion, not including the repair-in-place (RIP) facility and lighting. This includes track, drainage, construction sequencing, SWPPP, pay estimates, quantities, and schedule. Supplement includes the RIP facility and Lighting PS&E then CEI.

Deliverable: Olmito Switchyard pay estimates, ARRA paperwork, and construction schedule.

Project Activity

Status:	Construction at 69%, Repair-In-Place Facility (RIP) at 70%
Recent Activity:	Yard: Track construction at 94% complete. RIP: 90% Submittal to UP and TxDot.
Upcoming Activity:	Yard: Ballast should start arriving on 1/3/2011 RIP: 90% submittal.
Outstanding Issues:	

Task	Status	Anticipated Completion	% Complete
Olmito Switchyard Construction Inspection Services (CEI)			
Project Management, Administration, QA/QC	Ongoing		
Process Invoices and Progress Reports	Ongoing		
Construction Inspection Services	Ongoing		
Construction Management	Ongoing		
Construction Observation and Inspection	Ongoing		
Record Keeping and File Management	Ongoing		
Schedule	Ongoing		
Project Close-Out			
Construction Management	Ongoing		
Record Keeping and File Management	Ongoing		
WA Amount:	\$ 674,150.00	Outstanding Invoice Number	Days Old
Billed To Date:	\$ 404,490.00	55-40619-CN-028	98
Paid To Date:	\$ 229,211.00	57-40619-CN-028	84
Unpaid Balance:	\$ 175,279.00		
Funding Source:			
		Total:	\$ 175,279.00

December Status Report

HNTB

Project		FM 511 (SH 550) Permit Services
Work Authorization	29	Permitting Services
Supplemental	1	
Supplemental		
Supplemental		

WA Cost: \$	52,759.00
SA Cost: \$	94,911.00
SA Cost: \$	-
SA Cost: \$	-
Total Cost: \$	147,670.00

Description: The SH 550 Re-Evaluation project provides professional services and deliverables in support of the CCRMA's development of the SH 550 toll project from US 77/83 to SH 48 and the proposed entrance to the Port of Brownsville. The focus of the re-evaluation will be on the effects of tolling the project. Supplements focus on developing mitigation plans and permit approval.

Scope: Project Management and Social, Economic and Environmental studies for the AUTHORITY. Environmental Activity necessary for obtaining Re-evaluation clearance for a tolled roadway. Development of plans for mitigation site.

Deliverable: Environmental Activity necessary for obtaining Re-evaluation clearance for a tolled roadway

Project Activity	
Status:	Permits Received
Recent Activity:	Permits Received
Upcoming Activity:	WA complete
Outstanding Issues:	
Status:	SH 550 Bids received
Recent Activity:	support efforts complete
Upcoming Activity:	WA complete
Outstanding Issues:	
Status:	-
Recent Activity:	-
Upcoming Activity:	-
Outstanding Issues:	-

Task	Status	Date of Anticipated Completion	% Complete
Environmental Assessment Doc. Preparation	Complete	complete	100%
Wetland Delineation, Permitting and Mitigation (supplement 2)	Complete	complete	100%
Public Involvement	Complete	complete	100%
PS&E plans for TxDOT (supplement 3)	complete	complete	100%
Re-evaluation of EA for mitigation property (supplement 3)	complete	complete	100%
WA Amount	\$ 147,670.00	Outstanding Invoice Number	Days Old
Billed To Date:	\$ 35,870.60	55-40619-PL-029	98
Paid To Date:	\$ 20,042.90		
Unpaid Balance:	\$ 15,827.70		
Funding Source:	County License Plate Fees		
Total:		\$	15,827.70

December Status Report

HNTB

Project		Olmito RFI, Shop Drawings
Work Authorization	<input checked="" type="checkbox"/> 31	RFI, Shop Drawings
Supplemental	<input type="checkbox"/>	
Supplemental	<input type="checkbox"/>	
Supplemental	<input type="checkbox"/>	

WA Cost: \$	116,016.00
SA Cost:	
SA Cost:	
SA Cost:	
Total Cost: \$	116,016.00

Description: This Work Authorization is to provide construction engineering and inspection (CEI) for the Union Pacific Railroad (UPRR) Olmito Yard expansion. The construction of these additional tracks will allow the UPRR to relocate their current yard operations from Harlingen to Olmito.

Scope: Construction administration for the Olmito Yard expansion, not including the repair-in-place (RIP) facility and lighting. This includes track, drainage, construction sequencing, SWPPP, pay estimates, quantities, and schedule. Supplement includes the RIP facility and Lighting PS&E then CEI.

Deliverable: Olmito Switchyard pay estimates, ARRA paperwork, and construction schedule.

Project Activity

Status:	Received NTP.
Recent Activity:	Responded to RFIs.
Upcoming Activity:	Respond to RFIs on an as needed basis.
Outstanding Issues:	

Task	Status	Anticipated Completion	% Complete
Olmito RFI, Shop Drawings			
Project Management and Coordination			15%
General Administration			15%
Requests for Information (RFI)			15%
Shop Drawing Review			0%
As-Built Construction Drawings			0%
WA Amount: \$	116,016.00	Outstanding Invoice Number	Days Old
Billed To Date: \$	9,406.33		Invoice Amount
Paid To Date: \$	9,406.33		
Unpaid Balance: \$	-		
Funding Source:			
Total: \$ -			

December Status Report

HNTB

Project		Port Access RFI, Shop Drawings
Work Authorization	<input checked="" type="checkbox"/> 32	RFI, Shop Drawings
Supplemental	<input type="checkbox"/>	
Supplemental	<input type="checkbox"/>	
Supplemental	<input type="checkbox"/>	

WA Cost: \$	24,411.00
SA Cost:	
SA Cost:	
SA Cost:	
Total Cost: \$	24,411.00

Description: This Work Authorization is to provide response to questions related to the plans and specifications as needed throughout the duration of the construction and review of shop drawings.

Scope: Project Manager shall be the point of contact for the AUTHORITY to address issues regarding project staff, progress, response to questions related to the plans and specifications as needed throughout the duration of the construction, and shop drawings review.

Deliverable:

Project Activity

Status:	Respond to RFIs on an as needed basis.
Recent Activity:	Responded to multiple RFIs.
Upcoming Activity:	Respond to RFIs on an as needed basis.
Outstanding Issues:	

Task		Status	Anticipated Completion	% Complete
Port Access RFI, Shop Drawings				
Project Management				78%
Respond to Requests for Information				78%
Shop Drawing Review				
WA Amount:	\$ 24,411.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ 19,048.11	55-40619-CN-032	98	\$ 8,228.20
Paid To Date:	\$ 10,819.91			
Unpaid Balance:	\$ 8,228.20			
Funding Source:				
Total:			\$	8,228.20

December Status Report

HNTB

Project West Rail Construction & Inspection Services
 Work Authorization ☒ 33 Construction & Inspection Services
 Supplemental ☐ _____
 Supplemental ☐ _____
 Supplemental ☐ _____

WA Cost: \$ 1,671,857.00

SA Cost: _____

SA Cost: _____

SA Cost: _____

Total Cost: \$ 1,671,857.00

Description: This Work Authorization is to provide construction engineering and inspection (CSI) for the Union Pacific Railroad (UPRR) West Rail Bypass. The construction of these additional tracks will allow the UPRR to abandon their current location between Mexico and Olmito eliminating several grade crossings.

Scope: Construction administration for the West Rail relocation. This includes track, drainage, construction sequencing, SWPPP, pay estimates, quantities, and schedule. This includes the DHS facility on the north side of US 281

Deliverable: West Rail bypass pay estimates, ARRA paperwork, and construction schedule.

Project Activity

Status: completed under PL--016
Recent Activity: Pre-Construction meeting held on 11/10/2010. Notice to proceed issued on December 6, 2010. Contractor clearing ROW.
Upcoming Activity: Upon completion of ES controls contractor will commence full scale earth moving.
Outstanding Issues: Change order for the DHS changes to the fence and bridge items.

Task		Status	Anticipated Completion	% Complete
Olmito Switchyard Construction Inspection Services (CEI)				
Project Management, Administration, QA/QC		Ongoing		
Process Invoices and Progress Reports		Pending		
Construction Inspection Services		Pending		
Construction Management		Pending		
Construction Observation and Inspection		Pending		
Record Keeping and File Management		Pending		
Schedule		Ongoing		
Project Close-Out				
Construction Management		Pending		
Record Keeping and File Management		Pending		
WA Amount:	\$ 1,671,857.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:				
Paid To Date:				
Unpaid Balance:	\$ -			
Funding Source:				
Total:				\$ -

December Status Report

HNTB

Project Outer Parkway Planning Study
 Work Authorization ☒ 36 Outer Parkway Plannin Study
 Supplemental ☐ _____
 Supplemental ☐ _____

WA Cost: \$ 103,839.00
 SA Cost: _____
 SA Cost: _____
 Total Cost: \$ 103,839.00

Description: This work authorization provides professional services and deliverables associated with a study for the Outer Parkway. The study is to be performed in a three phase effort to deliver a schematic design for the Outer Parkway project.

Scope: This Work Authorization includes the development of an environmental and engineering constraints map, environmental constraints report, and corridor identification report to aid in the establishment of the alignment of the Outer Parkway

Deliverable: Constraints map, environmental constraints/corridor identification report

Project Activity

Status:	Ongoing
Recent Activity:	Prepared draft Corridor Identification Report
Upcoming Activity:	Continue development of corridor identification report, present recommended alignment to the CCRMA Board
Outstanding Issues:	

Task	Status	Date of Anticipated Completion	% Complete
Outer Parkway Planning Study			
Project Management and Coordination	On going	1/31/2011	80%
Data Collection	On going	1/31/2011	95%
Meetings/Management	On going	1/31/2011	80%
WA Amount: \$ 103,839.00	Outstanding Invoice Number:	Days Old	Invoice Amount
Billed To Date: \$ 93,455.10	55-40619-PL-036	98	\$ 10,383.90
Paid To Date: \$ 57,111.45	57-40619-PL-036	84	\$ 25,959.75
Unpaid Balance: \$ 36,343.65			
Funding Source:			
		Total: \$	36,343.65

December Status Report

HNTB

Project SH 550 Port Spur/Fm 1847

Work Authorization ☒ 38 RFI, Shop Drawing Review

Supplemental ☐ _____

Supplemental ☐ _____

Supplemental ☐ _____

WA Cost: \$ 37,739.00

SA Cost: _____

SA Cost: _____

SA Cost: _____

Total Cost: \$ 37,739.00

Description: This Work Authorization is to provide response to questions related to the plans and specifications as needed throughout the duration of the construction and review of shop drawings.

Scope: Project Manager shall be the point of contact for the AUTHORITY to address issues regarding project staff, progress, response to questions related to the plans and specifications as needed throughout the duration of the construction, and shop drawings review.

Deliverable:

Project Activity	
Status	Respond to RFIs on an as needed basis.
Recent Activity	Responded to multiple RFIs.
Upcoming Activity	Respond to RFIs on an as needed basis.
Outstanding Issues	

Task		Status	Anticipated Completion	% Complete
Port Access RFI, Shop Drawings				
Project Management				4%
Respond to Requests for Information				4%
Shop Drawing Review				
WA Amount	\$ 37,739.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date	\$ 1,511.78			
Paid To Date	\$ 1,511.78			
Unpaid Balance	\$ -			
Funding Source				
Total:				\$ -

December Status Report

HNTB

Project US 77 PS&E
 Work Authorization ☒ 41 PS&E
 Supplemental ☐
 Supplemental ☐

WA Cost: \$ 2,619,905.00
 SA Cost:
 SA Cost:
 Total Cost: \$ 2,619,905.00

Description: This Work Authorization provides engineering services associated with the development of plans, specifications, and estimates for the US 77

Scope: This Work Authorization provides engineering services associated with the development of plans, specifications, and estimates for the US 77, and will include survey, geotech, design, specifications, and estimates.

Deliverable: Survey, geotechnical, Final Plans, Specifications, and Estimates

Project Activity

Status	
Recent Activity	Weekly coordination meeting, 30% Submittal to TxDOT, Began 90% plan preparation.
Upcoming Activity	Prepare for 90% submittal on January 4, 2011
Outstanding Issues	

Task	Status	Anticipated Completion	% Complete
Design			
Phase 1 effort	Complete		100%
General Administration	na		82%
survey	na		95%
Geotechnical Studies	na		100%
30% plans	na		100%
65% plans	na		100%
90% plans	na		70%
letting documents	na		10%
WA Amount	\$ 2,619,905.00	Outstanding Invoice Number	Days Old
Billed To Date	\$ 916,966.75	57-40619-PL-041	84
Paid To Date	\$ 903,867.22		
Unpaid Balance	\$ 13,099.53		
Funding Source			
		Total: \$	13,099.53

December Status Report

HNTB

Project East Loop EA
 Work Authorization ☒ 42 East Loop EA
 Supplemental ☐
 Supplemental ☐

WA Cost: \$ 250,326.00
 SA Cost:
 SA Cost:
 Total Cost: \$ 250,326.00

Description: Oversight and management of State Highway 32 environmental studies.

Scope: This Work Authorization allows the GEC to oversee/manage the development of two environmental assessments being prepared for State Highway 32. The environmental assessments are being prepared by other firms.

Deliverable: Meeting notes, schedules, document reviews, permitting strategies

Project Activity

Status	on-going
Recent Activity	GEC continued coordination with S&B and TEI/AECOM. GEC attended December 7 public meeting for SH 32-West. GEC attended coordination meetings with US Fish and Wildlife Service and Border Patrol. GEC reviewed draft EA for SH 32-West prior to December 30 submission to TxDOT-Environmental Affairs Division.
Upcoming Activity	Continued coordination with S&B and TEI/AECOM. Submission of environmental assessment for SH 32-East anticipated in February 2011.
Outstanding Issues	None

Task	Status	Date of Anticipated Completion	% Complete
East Loop EA			
Project Management and Coordination			10%
WA Amount	\$ 250,326.00	Outstanding Invoice Number	Days Old
Billed To Date	\$ 25,032.60		Invoice Amount
Paid To Date	\$ 25,032.60		
Unpaid Balance	\$ -		
Funding Source			
Total: \$ -			

December Status Report

HNTB

Project SH 550 State Infrastructure Bank Loan
 Work Authorization ☒ 43 SH 550 SIB Loan
 Supplemental ☐ _____
 Supplemental ☐ _____

WA Cost: \$ 96,781.00
 SA Cost: _____
 SA Cost: _____
 Total Cost: \$ 96,781.00

Description: Provide technical support and information for the preparation of the SH 550 SIB Loan Application

Scope: This Work Authorization allows the GEC to work with CCRMA's traffic and revenue consultant and financial consultant to develop range of (or specific) requested amount of SIB funding.

Deliverable: • Support materials for SIB loan application

Project Activity

Status:	on-going
Recent Activity:	GEC continued coordination with Prime Strategies and Estrada Hinojosa for development of SIB Loan Application; continued assembly of SH 550 data for application
Upcoming Activity:	Continue project management and subconsultant coordination and providing support information to Estrada Hinojosa for SIB Loan. Effort will be minimal until final State rules are released
Outstanding Issues:	None

Task	Status	Date of Anticipated Completion	% Complete
East Loop EA			
Project Management and Coordination	ongoing	3/31/2011	25%
Kick-off Meeting	complete	11/4/2010	100%
Project Meetings	ongoing	3/31/2011	10%
Develop project development, operations, and maintenance costs	ongoing	1/31/2011	25%
Provide additional support in development of loan application	ongoing	3/31/2011	20%
WA Amount	\$ 96,781.00	Outstanding Invoice Number	Days Old
Billed To Date	\$ 11,613.72		Invoice Amount
Paid To Date	\$ 11,613.72		
Unpaid Balance	\$ -		
Funding Source:			
Total:			\$ -

**XIII. DISCUSSION AND POSSIBLE ACTION REGARDING THE
GOALS AND OBJECTIVES FOR THE YEAR 2011**

CCRMA GOALS AND OBJECTIVES FOR YEAR 2011

- Continue Partnership with TxDOT to ensure the conversion of U.S. 77 to interstate standards
- Ensure that TxDOT completes the environmental phase on U.S. 77 by July 2011
- Complete the design of the overpass on Spur 56 by March 2011 and let by July 2011
- Negotiate with TxDOT funding for the remaining improvements on U.S. 77 via Pass Through Financing
- Partner with TxDOT to work with FHWA to ensure the design waivers needed on U.S. 77 are granted
- Negotiate agreements with Counties along the U.S. 77 route to develop U.S. 77 to interstate standards
- Continue with the completion of the projects currently under construction, Olmito Switchyard Expansion, West Rail Relocation, SH 550 (Mitigation as well) , Port Access Road and Veterans Bridge
- Complete design on ultimate facility for SH 550 & secure funding
- Complete Environmental impact statement process for 2nd Access Project
- Complete Outer Parkway Corridor study
- Complete environmental process for West parkway
- Complete environmental process for East Loop
- Commence engineering and design on East Loop and complete land exchange with USFWS
- Complete CDA process
- Complete Transportation Reinvestment Zone process
- Open first toll road and begin charging tolls by May 1, 2011
- Ensure that legislative agenda is approved by the Legislature

**XIV. CONSIDERATION AND APPROVAL OF THE ADOPTION
OF THE TOLL RATES FOR SH 550.**

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

RESOLUTION ON ADOPTION OF SH 550 TOLL RATES

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

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

WHEREAS, pursuant to Chapter 370 of the Texas Transportation Code and the rules appearing in 43 Tex. Admin. Code § 27.50 *et. seq.* (the “Toll Equity Rules”), a regional mobility authority may submit to the Texas Department of Transportation (“TxDOT”) a request for financial assistance to be used in connection with the development, construction, operation, and maintenance of turnpike projects; and

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

WHEREAS, Senate Bill 792 (“SB 792”) enacted by the 80th Texas Legislature requires that a market valuation be determined for proposed toll projects, and that the valuation be determined based on terms and conditions agreed to by TxDOT and the “local toll project entity” within whose jurisdiction the project is located—in this case the CCRMA; and

WHEREAS, on June 14, 2007, the Texas Transportation Commission (the “Commission”) approved Minute Order Number 110964 (as amended by Minute Order Number 110974, dated June 28, 2007) in which it (i) approved a list of candidate projects for development, construction, and operation as toll projects; and (ii) authorized the initiation of the process for establishing terms and conditions for the development of market valuations for those projects; and

WHEREAS, TxDOT’s Pharr District (the “District”) and the CCRMA agreed to begin discussions to develop a market valuation for the SH 550 Project; and

WHEREAS, on June 26, 2008, the Commission approved Minute Order 111410 in which it adopted certain policies regarding the market valuation process, including policies related to the agreement on the terms and conditions for the development, construction,

and operation of a toll project, agreement on the valuation of a toll project, and the waiver of the development of a market valuation as authorized in Section 228.0111(f-1); and

WHEREAS, the initial project scope was set forth by TxDOT and CCRMA in the session on April 16, 2008. By letter dated June 23, 2008, the CCRMA set forth the additional business terms and conditions of the SH 550 Project that would be agreeable to the CCRMA. The CCRMA further noted that if such terms and conditions were acceptable to TxDOT, that the waiver provisions of Section 228.0111(f-1) should be utilized to waive the formal development of a market valuation for the SH 550 Project; and

WHEREAS, TxDOT evaluated the terms and conditions and determined that the development of a market valuation for the SH 550 Project should be waived; and

WHEREAS, following the formal waiver of development of a market valuation of the SH 550 Project the CCRMA presented the terms and conditions to the Brownsville Metropolitan Planning Organization ("the MPO") for its consideration pursuant to Section 228.0111(g). The MPO approved the terms and conditions on September 23, 2009; and

WHEREAS, effective September 9, 2009, a Market Valuation Agreement incorporating the initial terms and conditions was executed on behalf of TxDOT and the CCRMA; and

WHEREAS, on November 10, 2009, the Federal Highway Administration ("FHWA") issued a Finding of No Significant Impact ("FONSI") pursuant to an Environmental Assessment ("EA") prepared for the SH 550 Project. The EA and FONSI covered project limits that extended beyond those covered by the initial terms and conditions and the Market Valuation Agreement; and

WHEREAS, on December 11, 2009, CCRMA submitted a written request to the District to amend the previously agreed to terms and conditions and the Market Valuation Agreement to reflect the extended project limits for SH 550 which are incorporated in the EA and FONSI. Specifically, CCRMA proposed that the "Project Scope" element of the terms and conditions be amended with no changes to the other terms and conditions; and

WHEREAS, on January 13, 2010, the District responded by letter to CCRMA's request to amend the previously agreed to terms and conditions and the Market Valuation Agreement to reflect the extended project limits for SH 550, and the CCRMA confirmed in writing its concurrence with the amended terms and conditions; and

WHEREAS, TxDOT has evaluated the requested amendment to the terms and conditions and to the Market Valuation Agreement and has determined that amendment does not affect the previous determination that a market valuation for the SH 550 Project should be waived.

NOW THEREFORE, BE IT RESOLVED, that the CCRMA Board of Directors hereby approves and adopts the Toll Rates for the SH 550, attached hereto as Attachment "A"; and

BE IT FURTHER RESOLVED, that the CCRMA will initiate a no toll introductory period of 60 days ; and

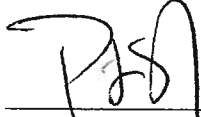
BE IT FURTHER RESOLVED, that the CCRMA Toll Rate for SH 550 may be amended from time to time at the discretion of the Board of Directors of the CCRMA; and

BE IT FURTHER RESOLVED, that the RMA Coordinator is directed to take such steps as may be necessary to effectively communicate the CCRMA's Toll Rates for SH 550; and

BE IT FURTHER RESOLVED, that the CCRMA shall develop and implement a marketing program to provide general information on toll rates and how they are set to the general public.

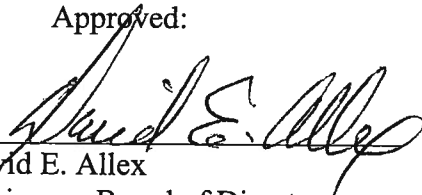
Adopted by the Board of Directors of the Cameron County Regional Mobility Authority on the 6th day of January, 2011.

Submitted and reviewed by:



Pete Sepulveda, Jr.
RMA Coordinator for the
Cameron County Regional Mobility Authority

Approved:



David E. Allex
Chairman, Board of Directors
Date Passed: 1/6/11

SH 550 Toll Gantry Overpass

<u>Vehicle Type</u>	<u>At the Main Toll Gantry</u>
2 Axles 	\$0.50
3 Axles 	\$1.00
4 Axles 	\$1.50
5 Axles 	\$2.00
6 or More Axles 	\$2.25

Setting the toll rate:

Market Valuation for SH 550 completed setting toll rates, toll rates escalation and methodology.

TXDOT Approval

CCRMA Approval

MPO Approval

**XV. DISCUSSION AND POSSIBLE ACTION ON
RECOMMENDED SHORT-LIST OF TEAMS TO
PARTICIPATE IN THE PROCUREMENT FOR A
COMPREHENSIVE DEVELOPMENT AGREEMENT FOR
SH 550 AND PRE-DEVELOPMENT WORK FOR WEST
PARKWAY, OUTER PARKWAY, SOUTH PADRE ISLAND
2ND ACCESS, 281 CONNECTOR AND U.S. 77 RELIEF
ROUTES AT DRISCOLL AND RIVIERA**



January 06, 2011

Mr. David E. Allex
Chairman, CCRMA Board of Directors
Cameron County Regional Mobility Authority
1100 E. Monroe
Brownsville, Texas 78521

RE: CCRMA Request for Qualifications (RFQ) Submittals

Dear Chairman Allex,

Two Developers submitted their Qualifications Statements in response to the CDA RFQ, Cintra Infraestructuras S.A. (Cintra) and Rio Grande Highway Developers, LLC (RGHD).

The Evaluation and Selection Recommendation Committee (ESRC), with the Committee members listed below, has completed the evaluation of the submittals and both Cintra and RGHD received passing scores. Therefore, the Committee recommends to the Board that these two Developers be shortlisted and authorized to participate in the Request for Detailed Proposal (RFDP) process.

Upon authorizing the Developers to participate in the RFDP process, the Developers will review the RFDP for "Industry Review".

The final RFDP is scheduled to be issued February 25, 2011 with RFDP Responses due April 29, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "Pete Sepulveda, Jr.", is written over the word "Sincerely,".

Pete Sepulveda, Jr.
RMA Coordinator

ESRC Members: Pete Sepulveda, Jr. – CCRMA
David Garcia – CCRMA
C. Brian Cassidy - Locke Lord Bissell & Liddell LLP
Curtis R. Ashmos - Locke Lord Bissell & Liddell LLP
David G. Gordon - Estrada Hinojosa Investment Bankers
Mike Weaver – Prime Strategies, Inc.
Richard L. Ridings, R.P.L.S., P.E. – HNTB Corporation
Brad Peel, AICP – HNTB Corporation
Van Short, P.E. – HNTB Corporation

Effective Mobility. . . . From Borders To Beaches

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**XVI. DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE
RELEASE FOR INDUSTRY REVIEW OF A DRAFT
REQUEST FOR DETAILED PROPOSALS FOR A
COMPREHENSIVE DEVELOPMENT AGREEMENT FOR
SH 550 AND PRE-DEVELOPMENT WORK FOR WEST
PARKWAY, OUTER PARKWAY, SOUTH PADRE ISLAND
2ND ACCESS, 281 CONNECTOR AND U.S. 77 RELIEF
ROUTES AT DRISCOLL AND RIVIERA**

**REQUEST FOR DETAILED PROPOSALS
TO DEVELOP, DESIGN, CONSTRUCT, FINANCE,
OPERATE AND MAINTAIN SH 550 PROJECT AND
PROVIDE PRE-DEVELOPMENT SERVICES FOR FIVE ADDITIONAL
FACILITIES THROUGH A
COMPREHENSIVE DEVELOPMENT AGREEMENT FOR A
CONCESSION**

INSTRUCTIONS TO PROPOSERS

**A PROJECT OF THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

January 6, 2011

**Cameron County Regional Mobility Authority (CCRMA)
Office Address:
1100 E. Monroe
Brownsville, Texas 78521**

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EXHIBITS

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Exhibit B	Technical Proposal General Instructions
Exhibit B-1	Concession Facility Development Plan Instructions
Exhibit C	Financial Proposal Instructions
Exhibit D	Proposal for the Pre-Development Services Instructions
Exhibit E	Summary and Order of Proposal Contents
Exhibit F	Right of Entry Process
Exhibit H-1	Independent Engineer Services Agreement
Exhibit H-2	List of Pre-Qualified Independent Engineers
Exhibit J	Facility Trust Agreement
Exhibit K	Required Forms
Exhibit L	Sanctions - 43 TA C §27.9
Exhibit M	Letter of Credit Provisions for CDA

FORMS

Form A	Proposal Letter
Form B-1	Identification of Proposer and Equity Participants
Form B-2	Information About Proposer Organization
Form B-3	Information About Major Participants, Major Professional Services Firms and Identified Subcontractors
Form C	Responsible Proposer Questionnaire
Form D	Industrial Safety Record for Proposer and Major Participants
Form E	Personnel Work Assignment Form
Form F	Non-Collusion Affidavit
Form G	Buy America Certification
Form H	DBE Certification
Form I	Child Support Statement for State Grants, Loans and Contracts
Form J	Conflict of Interest Disclosure Statement
Form K-1	Financial Request
Form K-2	Assigned Credits Form
Form L-1	Proposal Bond
Form L-2	Letter of Credit (Proposal)
Form L-3	Financial Close Bond
Form L-4	Letter of Credit (Financial Close)
Form M	Escrow Agreement
Form N	Opinion of Counsel
Form O	Completion Deadlines
Form P	Detailed Costing Form
Form Q	Intellectual Property Escrow Agreement
Form S	Equal Opportunity Employment Certification
Form T	Guaranty
Form U	Revenue Payment Tables Form - Base Scope Proposal
Form V	Financial Information Summary Form

DRAFT

1/05/2011

INSTRUCTIONS TO PROPOSERS

(Request for Proposals: SH 550 CDA Project)

The Cameron County Regional Mobility Authority (CCRMA) is seeking experienced developer teams with the proven ability to (1) develop, design, construct, finance, operate and maintain the CCRMA's SH 550 Project through a revenue sharing concession and (2) provide pre-development services for up to five additional CCRMA facilities. The CCRMA anticipates providing financial partnership through toll revenues from other projects currently under construction, State Infrastructure Bank (SIB) Loans, and/or other Federal, State, or local funding. In addition the CCRMA is in the process of working with Cameron County to establish one or more Transportation Reinvestment Zones (TRZ's) to assist in the long-term financial success of these toll projects. The CCRMA expects to select a developer and establish a public/private partnership for up to a 52 year revenue-sharing timeframe for the SH 550 Project and pre-development activities for the five additional facilities. The CCRMA plans to be actively involved with the Developer, the Texas Department of Transportation (TxDOT), Cameron County and local cities to ensure that long-term economic growth and enhanced quality of life is delivered in a sustainable fashion for Cameron County.

The CCRMA's toll program ("the Program") includes toll projects related to State Highway 550, US 77 relief routes at Driscoll and Riviera, West Parkway, Outer Parkway, South Padre Island 2nd Access, and the 281 Connector. The Program includes the development of tolled lanes, nontolled lanes, and associated facilities. Together, these comprise a network of related improvements to address critical mobility issues in Cameron County and South Texas.

CCRMA has concluded that an identified, environmentally approved, first phase of the Program, Project 1 on SH 550, with an approximate length of 6.1 miles, is ready for construction. CCRMA plans to enter into a comprehensive development agreement ("CDA") with the selected Proposer ("Developer"). The CCRMA intends to be a financial partner in this process and together the Developer and CCRMA will determine the optimal means to ultimately accomplish the design, construction, financing and/or operations and maintenance of the projects within the Program. The other facilities of the Program are not currently ready for immediate construction and CCRMA and TxDOT have not yet completed the "market valuation" process for the other facilities. Given the importance of an integrated approach to complete all elements of the Project, CCRMA intends to use this procurement process to select a Developer and to award a CDA for the revenue-sharing concession for Project 1 and the other project related pre-development opportunities related to the other five facilities comprising the Program.

The procurement provides a unique opportunity for a private partner to both immediately develop a significant piece of the mobility solution for the region through a concession

arrangement and to help develop solutions for the rest of the Program through the planning, preliminary design, and other pre-development activities for some or all of those remaining projects.

SECTION 1.0 INTRODUCTION AND GENERAL PROVISIONS

1.0 INTRODUCTION

These Instructions to Proposers (“ITP”) are issued by the Cameron County Regional Mobility Authority (the “CCRMA”) to all proposing entities (“Proposers”) short-listed pursuant to CCRMA’s Request for Qualifications dated October 29, 2010. CCRMA hereby invites such Proposers to submit competitive detailed Proposals (“Proposals”) for (1) a public/private partnership to be evidenced by a Comprehensive Development Agreement for a Concession (the “CDA”) for the development, design, construction, operation and maintenance of Project 1 of the SH 550 Project (the “Concession Facility”) and (2) to provide pre-development services for five additional facilities. Together these services constitute the “Project” to which this RFDP relates. The successful Proposer (the “Developer”) shall be selected using a Best Value selection process. The Developer shall, pursuant to the CDA, initially develop, design, construct, finance, operate and maintain additional general purpose lanes and associated facilities along the Concession Facility and provide pre-development services for five additional facilities. Additionally, the CDA will require, once certain specified conditions occur, that the Developer develop, design, construct, finance, operate and maintain two tolled truck lanes (one in each direction) as part of the Concession Facility.

The RFDP consists of the following documents:

- (a) Instructions to Proposers (ITP)
- (b) Comprehensive Development Agreement for a Concession (the CDA)
 - Agreement Terms and Conditions
 - Agreement Exhibit A – Abbreviations & Definitions
 - Agreement Book 2 – Project Specific Technical Provisions
 - Agreement Book 3 – Technical Provisions (includes manuals)
 - Agreement Exhibit D –Reference Information Documents

For specific information and requirements regarding the requirements of the CDA, Proposers shall not rely on the information contained in this ITP, but instead should refer to the appropriate sections of the RFDP.

The RFDP is provided as electronic files on a compact disk (CD-ROM). In addition, the Reference Information Documents (Agreement Exhibit D) are provided on a separate DVD.

1.1 DEFINITIONS

Capitalized terms and acronyms not otherwise defined herein shall have the meaning set forth in Exhibit A hereto or CDA – Exhibit A.

1.2 SH 550 PROJECT AND CONCESSION FACILITY DESCRIPTION

The SH 550 Project, of which the Concession Facility is a part, is the improvement of approximately 6.1 miles of existing Farm-to-Market Road (FM) 511 between US 77/83 and Old Port Isabel Road and the construction of a new location “spur” of approximately 3 miles extending from the intersection of FM 511 and Old Port Isabel Road to SH 48. The total length of the project is approximately 10 miles.

The section of FM 511 (between US 77/83 and Old Port Isabel Road) will be improved to a highway with four tolled general purpose 12-foot main lanes (two in each direction) with 10-foot outside shoulders and four-foot inside shoulders. Ultimately, when conditions warrant, the main lanes will be divided by two 14-foot tolled truck dedicated lanes (one in each direction) with 12-foot outside and a two-foot inside shoulders. A two-foot wide barrier will separate directions of travel for the truck lanes. A two-foot wide barrier will also be constructed between the truck lanes and the general purpose main lanes in each direction of travel. A one-way non-tolled westbound frontage road will be built on one side of the main lanes, and the existing SH 550 roadway will serve as the one-way non-tolled eastbound frontage road on the opposite side of the main lanes. The frontage roads will each consist of two 12-foot travel lanes with 10-foot outside shoulders.

The section from Old Port Isabel Road to SH 48 will be a new non-tolled highway that will consist of two travel lanes in each direction with directions of travel separated by a continuous left-turn lane.

TxDOT is currently constructing the non-tolled SH 550 frontage road lanes (two 12-foot lanes in each direction, with 10-foot outside shoulders and 4-foot inside shoulders) from US 77/83 to Old Port Isabel Road. In addition, TxDOT is currently widening FM 511 between Old Port Isabel Road and SH 48 from two lanes to four lanes (two in each direction), utilizing the existing two-lane facility as one pair of lanes. As mentioned earlier, this section of FM 511 is being constructed as a non-tolled divided roadway with directions of travel being separated by a continuous left-turn lane.

The limits for the Concession Facility under the CDA extend from approximate station 510+00 at US 77/83 to approximate station 1325+00 at FM 3248 and the responsibilities of the Developer includes developing, designing, constructing, financing, operating, and maintaining of the following improvements:

Phase 1

- The four tolled general purpose 12-foot main lanes (two in each direction) with 10-foot outside shoulders and four-foot inside shoulders.

- Crossings for the Union Pacific Railroad ("UPRR").
- Improvements to the interchange of US 77/83 and SH 550.
- Identified on and off ramps as depicted in the Project documents.
- An open-road electronic toll collection system as necessary to allow collection of tolls from users of the tolled lanes as depicted in the Project documents.
- Other potential facilities that may be identified in the RFDP to the extent necessary for connectivity, mobility, safety, and financing.

Phase 2 (to be built only when future specified conditions warrant)

- The two 14-foot tolled truck dedicated lanes (one in each direction) with 12-foot outside and a two-foot inside shoulders.
- The two-foot wide barrier that would separate directions of travel for the truck lanes.
- The two-foot wide barrier that would be constructed between the truck lanes and the general purpose main lanes in each direction of travel.

The original FM 511 roadway was located on right-of-way of approximately 100 to 120 feet in width. Strip Maps in Exhibit D provide more specific details on right-of-way. The right-of-way for the Concession Facility has been acquired and is as follows:

- Between US 77/83 (Concession Facility Begin) and Old Alice Road shown on the Project Schematic was acquired to accommodate the proposed highway improvements and provide a direct connection between FM 511 and US 77/83. The typical width of the right-of-way acquired for this section of the Project is 385 feet.
- Between Old Alice Road and the second Union Pacific Railroad crossing, additional right-of-way was acquired parallel and adjacent to existing FM 511 on the south side, at a typical width of 285 feet, at utilizing the majority of the original right-of-way.
- Just east of the second railroad crossing, but west of FM 3248 (Concession Facility End), the Project right-of-way leaves the original FM 511 right-of-way and extends northeast, at a typical width of 285 feet.

The Concession Facility horizontal and vertical configuration from US 77/83 to FM 3248 is depicted in the approved Schematic Plan included in Exhibit D. This Schematic Plan has environmental clearance in the form of a Finding of No Significant Impact ("FONSI").

100 Percent Plans (the "**Existing Design Plans**") have been produced by HNTB Corporation. These Existing Design Plans are included in the Reference Information Documents listed in Exhibit D.

The obligations to be met by Developer (the "**Obligations**") will include assumption of substantially all Concession Facility development obligations from the CCRMA and its

consultants arising after the execution of the Agreement, except as otherwise described in Agreement Book 2 – Project Specific Technical Provisions and Agreement Book 3 – Technical Provisions, and all efforts required to complete the Concession Facility in accordance with certain standards and specifications delineated in the Agreement or otherwise agreed to in writing by the CCRMA.

1.3 PROJECT GOALS

CCRMA's primary goals include:

- (a) Increase capacity, reduce congestion, enhance mobility, and improve safety of the public who utilize the FM 511 facility from US 77/83 to FM 3248 by providing increased capacity within the corridor and its surrounding areas;
- (b) Use of public-private partnerships where acceptance of an offer from the private sector is in the public interest;
- (c) Obtaining cost-effective financing and leveraging available state funds and toll revenue to maximize funding for the Concession Facility and other Program projects;
- (d) Harnessing private sector creativity and innovation to achieve maximum mobility improvements of facilities;
- (e) Expedited delivery of the Concession Facility and other Program projects improvements;
- (f) Achievement of high quality standards for design and construction and the implementation of construction practices that will reduce traffic impacts and future maintenance;
- (g) Safe construction, operation and maintenance
- (h) Maintaining mobility through the Concession Facility area during construction and renewal activities
- (i) Participation by DBEs, women-owned business enterprises and minority business enterprises, consistent with the CDA Documents and applicable Laws and regulations;
- (j) Cooperation and coordination with Stakeholders; and
- (k) Reducing congestion, thereby contributing towards the improvement of air quality in the region
- (l) Completion of the Concession Facility within the budget established by the CCRMA;
- (m) Completion of the Concession Facility within the schedule established by the CCRMA; and
- (n) Effective project-related public relations with the community and stakeholders.

1.4 PROCUREMENT METHOD

CCRMA is using a two-phase process to select a Developer to deliver the Project. In the first phase, CCRMA determined a shortlist for the Project based on the Qualification Submittals ("QSS") received in response to the Request for Qualifications ("RFQ") dated October 29, 2010. The second phase consists of the receipt and evaluation of financial

and technical Proposals in response to the RFDP. The CCRMA will award the CDA (if at all) to the responsive and responsible Proposer determined to provide the best value to the CCRMA and to be in the best interest of Cameron County, Texas. The CCRMA reserves the right to reject any or all Proposals.

1.5 FINANCIAL CLOSE DEADLINE

If conditional award of the CDA is made, the successful Proposer will be required to achieve Financial Close on or before 61 days after conditional award, unless the selected Proposer exercises its option to extend Financial Close pursuant to Section 5.12.5.

1.6 PROGRAM AND CONCESSION FACILITY FUNDING AND FINANCE

Proposers are advised that while some public funding may be available to support the development of the Program, CCRMA expects that private participation and funding is essential to complete all Program elements. The Proposer's experience in securing private financing for projects similar to the Concession Facility and other Program projects and in participating in a revenue-sharing model will be a key element considered in assessing responses to the RFDP. It is anticipated that all or a portion of the toll revenue collected from the phases of SH 550 currently under construction will be available to the Proposer through a revenue sharing agreement.

CCRMA also anticipates assisting the Developer in accessing Private Activity Bonds (PABs), State Infrastructure Bank (SIB) Loans and other potential sources of funding which are subject to federal requirements and availability. CCRMA currently anticipates making applications for these sources of funding during this RFDP phase, subject to FHWA regulations and guidelines. In addition, the CCRMA is in the process of working with Cameron County to establish one or more Transportation Reinvestment Zones (TRZ's) to assist in the long-term financial success of the Program.

Proposers should be advised that CCRMA may combine or reallocate any available funding for particular projects to support the expedited development of the Concession Facility and other Program projects, to the extent allowed by law and by any agreements with the entities providing funding. Public funding may also be subject to appropriation or reallocation prior to commitment by the CCRMA and other public entities.

1.7 TOLL SYSTEMS INTEGRATOR CDA

CCRMA currently has an interlocal agreement with the Central Texas Regional Mobility Authority (CTRMA) to manage tolling on SH 550. No final decisions have been made concerning extending this agreement to other projects. Proposers may wish to show how they have integrated similar programs. CCRMA is open to recommendations on

how to best manage toll collection for the Concession Facility and other parts of the SH 550 Project.

1.8 FEDERAL REQUIREMENTS

In order to preserve the ability of the parties to use federal funding for the Project, the procurement process and CDA must comply with applicable federal laws and regulations. Under the Federal Highway Administration's ("FHWA") design-build regulations (23 C.F.R. Part 636) (the "**D-B Rule**"), the Agreement is considered a design-build contract. CCRMA reserves the right to modify the procurement process described herein to address any concerns, conditions or requirements of FHWA.

CCRMA anticipates that certain other federal procurement requirements may apply. These include Disadvantaged Business Enterprise ("**DBE**") requirements, Small Business requirements (49 C.F.R. Part 661), Davis-Bacon Wage Determinations, right-of-way acquisition and relocation requirements, and *Buy America* provisions. Applicable federal requirements are set forth in the Agreement.

1.9 DISADVANTAGED BUSINESS ENTERPRISE/EQUAL EMPLOYMENT OPPORTUNITES

A Disadvantaged Business Enterprises ("DBE") Conference was held on November 9, 2010. The CCRMA has determined that DBE requirements apply to design and construction of the Concession Facility and to the pre-development activities for the other Program projects, and has adopted a DBE Policy Statement to provide DBEs opportunities to participate in the business activities of the CCRMA as providers, vendors, contractors, subcontractors, advisors, and consultants.

Proposers will be required to comply with CCRMA's Disadvantaged Business Enterprise ("**DBE**") Policy Statement set forth in Exhibit D. In general, it is the policy of the CCRMA to encourage the participation of disadvantaged business enterprises ("**DBEs**") in all facets of the business activities of the CCRMA, consistent with applicable laws and regulations.

The CCRMA has established minimum DBE participation goals, as set forth in Section 10.9 of the CDA, that a Proposer's efforts could reasonably be expected to achieve for both the professional design services and for all other work under the CDA awarded pursuant to this RFDP.

The Proposer will be required to follow the Federal Equal Employment Opportunity ("**EEO**") policies.

1.10 AUTHORIZED REPRESENTATIVES OF THE CCRMA

The CCRMA has designated the following individual to be the RMA Coordinator and RFDP Contact for the Project:

Mr. Pete Sepulveda, Jr.
CCRMA
1100 East Monroe, Suite 256
Brownsville, TX 78521

Phone: 956.982.5414
Fax: 956.983.5099
Email: psepulveda@co.cameron.tx.us

1.11 REFERENCE DOCUMENTS

Except as set forth in the Agreement, the final design is not required to conform to the drawings included in the Reference Information Documents, although such documents contain design solutions and other information that the Proposer may find valuable in meeting the Agreement requirements and in reducing Project costs. The Reference Information Documents may, in some instances, contain cost-effective design solutions, which, without substantial changes, meet the Agreement requirements. In other cases, concepts included in the Reference Information Documents may not be suitable for, or compatible with, the Proposer's preferred design. Nonetheless, regardless of the level of completion or suitability of any portion of the Reference Information Documents, including the Existing Design Plans referenced in Section 1.2, the Developer shall be solely responsible for Concession Facility design and CCRMA shall have no liability or obligation as a result of the design work contained in the Reference Information Documents. The Reference Information Documents are provided solely for the Proposer's reference and are without representation or warranty by CCRMA, except where specifically stated otherwise in the CDA.

1.12 CHANGE IN PROPOSER'S ORGANIZATION

If a Proposer wishes to change its organization from that described in the QS, the Proposer shall obtain written approval of the change from the CCRMA prior to submitting its Proposal. This includes any changes in the form of the Proposer's legal structure, Category A Key Personnel, or Major Participants identified in the QS (including additions, deletions and reorganization). To qualify for the CCRMA's approval, the written request must document how the proposed added or replacement Key Person or Major Participant will be equal to or better than the Key Person or Major Participant in the QS.

A written request for permission to substitute or add Participants from those identified in the Proposer's QS shall be accompanied by the information specified for such entities or individuals in the RFQ. With the request for a change in Proposer legal structure or a substitution or addition of a participant, the Proposer shall provide the necessary entity qualifications, personnel qualifications, financial qualifications, prior experience/disputes, and conflict of interest disclosures identified in the RFQ. Five (5) copies of the written request shall be provided to the RFDP Contact specified in Section 1.10 prior to the deadline indicated in Section 2.0.

The CCRMA will consider such request and, in the event it determines that the substitution or addition meets or enhances the qualifications of the Proposer as set forth in the Proposer's QS, may approve such substitution or addition. The CCRMA is under no obligation to approve such requests and may approve or disapprove a portion of the request or the entire request in its sole discretion.

1.13 PUBLIC RECORDS DISCLOSURE

Any materials submitted by Proposers to the CCRMA shall be assumed to be subject to the provisions of the Texas Government Code § 552.001 (the Texas Public Information Act) and any other laws and regulations applicable to the disclosure of documents submitted under the RFDP. Except as provided in the Texas Public Information Act, Chapter 370 of the Transportation Code, or any other applicable exemption, all records, documents, drawings, plans, specifications, and other material relating to this procurement shall be subject to disclosure.

Any proprietary information, trade secrets, or confidential commercial and financial information (all of such information herein referenced to as the "Confidential Information") which a Proposer believes should be exempted from disclosure may be submitted to the CCRMA, provided that said material is specifically identified and clearly marked as "TRADE SECRET" or "CONFIDENTIAL" by the submitting party. Confidential Information shall be submitted in a manner so it is easily segregated from the balance of the Proposal and shall be accompanied by a concise statement of reasons supporting the claim. Blanket or all-inclusive identifications by designation of whole pages or sections as containing Confidential Information shall not be permitted and shall be deemed invalid. The submitting party shall be solely responsible for all determinations made by it under applicable laws, and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET" or "CONFIDENTIAL" as it determines to be appropriate. Each submitting party is advised to contact its own legal counsel concerning the effect of applicable laws to the submitting party's own circumstances.

The CCRMA will endeavor to advise the Proposer of any request to disclose any Confidential Information so as to allow the Proposer the opportunity to provide written documentation and arguments to protect such material from disclosure, and/or to seek a court order to protect such material. Under no circumstances, however, will the CCRMA be responsible or liable to the Proposer or any other party as a result of disclosing any such labeled materials, whether the disclosure is deemed required by law, by a court order, or occurs through inadvertence, mistake or negligence on the part of the CCRMA or its officers, employees, contractors or consultants.

In the event of litigation concerning the disclosure of any Confidential Information submitted by any Proposer, the CCRMA's sole involvement will be as a stakeholder retaining the material until otherwise ordered by the Office of the Attorney General of

Texas or a court of law and the Proposer shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk.

1.14 CONFIDENTIALITY DURING THE AGREEMENT PROCUREMENT PROCESS

With respect to the Agreement procurement process, the CCRMA has instituted a policy requiring that all CCRMA officers, employees, agents, representatives, and consultants sign a *Certificate of Nondisclosure and Confidentiality Agreement* to maintain the confidentiality of all information related to the RFDP and Developer selection process. All deliberations of the CCRMA will be held in confidence and all information provided by Proposers will be safeguarded.

After receipt of Proposals, the CCRMA's intent is that no information contained in the Proposals will be made available to the public, to the degree allowed by law, or to anyone in the CCRMA who is not involved in the evaluation and selection process. During the evaluation and selection process, only CCRMA's RMA Coordinator may approve the release of any information.

The CCRMA intends and will implement procedures to keep the Proposal pricing information confidential within CCRMA (including its designees and consultants) until such time as a Proposer is selected for discussions, at which time CCRMA intends to disclose such information to individuals with a need to know it. Once the Agreement is executed, some or all of such data may lose its protection under the Texas Public Information Act depending, among other things, upon the interpretation of the act by Office of the Attorney General of Texas.

The CCRMA will not engage in technical leveling (i.e., helping a Proposer to bring its Proposal up to a level of other Proposals through successive rounds of discussions, such as by pointing out weaknesses resulting from the Proposer's lack of diligence, competence or inventiveness in preparing the Proposal) or technical transfusion (i.e., CCRMA disclosure of technical information pertaining to another Proposal that results in improvement of a competing Proposal); provided that the foregoing shall not prevent the CCRMA from revising the RFDP and requesting a resubmittal of Proposals, or from disclosing information to the successful Proposer as described herein.

SECTION 2.0 PROCUREMENT SCHEDULE

The following dates are anticipated procurement milestones.

EVENT	DATE
Issue Request for Qualifications (RFQ)	October 29, 2010
Disadvantaged Business Enterprise Conference	November 9, 2010
Pre-Qualifications Workshop	November 9, 2010
Qualifications Submittals (QS) due to CCRMA	December 20, 2010
Short-list of Proposers submitted for CCRMA Board approval	January 6, 2011
Issue Draft RFDP (Request for Detailed Proposals) for Industry Review	January 6, 2011
Issue RFDP	February 25, 2011
Deadline to submit requested information concerning proposed Financial Model Auditor	April 1, 2011
Deadline for CCRMA to provide pre-approval of proposed Financial Model Auditor	April 8, 2011
Deadline for Proposer Request for Clarifications	April 8, 2011
CCRMA Deadline for Response to Proposer Request for Clarifications	April 15, 2011
Deadline for submittals of ATCs and AFCs	April 15, 2011
Last date for submittal of: 1. Final questions regarding the RFDP 2. Changes in organization 3. Key Personnel 4. Name of, and information concerning Proposer's selected Escrow Agent	April 15, 2011
Receive RFDP Responses	April 29, 2011
Present recommendation to CCRMA Board	May 12, 2011
Present negotiated contract to CCRMA Board	June 9, 2011
Secure AG Approval and Execute Contract (CDA Execution)	August 18, 2011

All dates set forth above and in this RFDP are subject to change at the CCRMA's sole discretion.

SECTION 3.0 PROCUREMENT PROCESS

3.1 IDENTIFICATION OF PROPOSER REPRESENTATIVE

The Proposer shall provide the CCRMA with the name and address of one representative to receive all Project documents, notices and addenda. Failure to so identify a representative in writing may result in the Proposer failing to receive addenda or other important communications from the CCRMA. The CCRMA is not responsible for any missing or incorrect information resulting from the Proposer's failure to identify a Project representative.

3.2 EX-PARTE COMMUNICATIONS

The CCRMA's RFDP Contact (specified in Section 1.10) is the sole CCRMA representative and addressee for receiving clarification requests, Alternative Technical Concept ("ATC") and Alternative Financial Concept ("AFC") submittals, Proposals, and all other communications about the Project and the RFDP. No employee, member or agent of any Proposer shall have any ex-parte communication regarding the RFDP with any member of the CCRMA's Board of Directors, CCRMA's staff, its advisors or any of its contractors or consultants involved with the procurement, except for communications expressly permitted by the RFDP. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of the CCRMA.

3.3 EXAMINATION OF RFDP DOCUMENTS AND WEBSITE

Each Proposer shall be solely responsible for (1) reviewing and examining, with appropriate care, the RFDP, including any supplements, addenda and clarification notices, and material posted on the CCRMA website (www.cameroncountyrma.org); (2) requesting clarification or interpretation of any material discrepancy, deficiency, ambiguity, error, or omission in the RFDP, or any provision Proposer fails to understand; and (3) informing itself with respect to any and all conditions that may in any way affect the cost or nature of its Proposal or the performance of the obligations and work after the Agreement award. Failure of the Proposer to so examine and inform itself shall be at its sole risk and no relief for error or omission will be provided by the CCRMA.

The CCRMA will issue one copy of the RFDP to each Proposer in electronic format at no cost. The Proposer's representative may request additional CDs/DVDs of the RFDP, at \$25 per set, by contacting the RFDP Contact specified in Section 1.10. Payment for additional sets shall be made by check payable to "CCRMA".

Each Proposer is responsible for monitoring the CCRMA website for information and addenda concerning this RFDP and the procurement. The Proposal Letter (Form A) includes an acknowledgment that the Proposer has received and reviewed all materials posted thereon. Failure of the Proposer to so examine and inform itself shall be at its sole risk and no relief for error or omission will be provided by the CCRMA.

3.4 REQUESTS FOR CLARIFICATION

The Proposer may request clarification or interpretation of any material discrepancy, deficiency, ambiguity, error or omission contained therein, or of any provision, which the Proposer fails to understand. Any inquiries and comments regarding the Project must be submitted in writing to CCRMA's RFDP Contact (specified in the Section 1.10) at any time during the Proposal preparation period. The CCRMA will have no obligation to answer requests unless they arrive at the address of the RFDP Contact (specified in Section 1.10) no later than 4:00 p.m. Central Time on the Clarification Submittal Deadline set forth in Section 2.0. Requests in connection with an addendum or ATC/AFC response issued less than five (5) days before such date must arrive no later than five (5) days after issuance of the addendum or ATC/AFC response. Only written inquiries and emails confirmed as having been received by the CCRMA will be accepted. No fax, or oral requests for clarification or interpretation, whether made in person or by telephone, will be accepted. If a Proposer has meetings or discussions with agencies or entities other than CCRMA during the procurement phase, Proposer shall be solely responsible for any Project-related information it receives from other sources.

Requests for clarification or interpretation must specifically reference the volume, section, page number, and text of the RFDP at issue, unless such request is of general application.

Responses to written questions received will be provided to all short-listed Proposers, except that the CCRMA intends to respond individually to those questions identified by a Proposer or deemed by CCRMA as containing confidential information relating to ATCs of AFCs. CCRMA reserves the right to disagree with the confidentiality of information provided by a Proposer in the interest of maintaining a fair process or complying with applicable laws as described in Section 1.13. A final set of questions and answers will be compiled and distributed prior to the Proposal Due Date. Each Proposer must make itself available to CCRMA to discuss matters it submits to CCRMA under this Section 3.4. If the CCRMA determines, in its sole discretion, that such interpretation or clarification requires a change in the RFDP, the CCRMA will prepare and issue an addendum.

The CCRMA will not be bound by, and the Proposer shall not rely on, any oral communication or representation regarding the RFDP Documents, and shall not rely on any communication except written communications from the CCRMA as described in the RFDP.

3.5 RFDP ADDENDA AND CLARIFICATION NOTICES

If the CCRMA determines, in its sole discretion, that interpretation or clarification of the RFDP or any other consideration requires a revision of the RFDP, the CCRMA will prepare and issue a written addendum. At the CCRMA's sole discretion, if any addendum or clarification notice significantly impacts this RFDP, the CCRMA may change the Proposal Due Date, and the announcement of such new date will be

included in an addendum. One copy of each such addendum will be furnished, without additional charge, to all firms who were sent the RFDP.

For matters not requiring an addendum, the CCRMA may issue clarification notices listing questions received from Proposers and responses given by CCRMA.

The Proposer shall acknowledge in its Proposal Letter (see Form A) receipt of all addenda and clarifications. Failure to acknowledge such receipt may cause the Proposal to be deemed non-responsive and be rejected. CCRMA reserves the right to hold meetings with Proposers and/or one-on-one meetings with each Proposer to discuss any addenda or responses to requests for clarifications.

3.6 ALTERNATIVE TECHNICAL CONCEPTS, ALTERNATIVE FINANCIAL CONCEPTS, AND DRAFT TOLLING PLANS

With the issuance of this RFDP, the CCRMA encourages Proposers to submit innovative proposals and technical concepts which will achieve the goal of developing the Project Design by providing a functional toll road with acceptable levels of service for the price and term of contract to be agreed upon for execution of the Agreement.

3.6.1 Facility Design

For the purpose of this RFDP, the minimum requirements for a Facility Design are as provided in Book 2. All Proposals must incorporate the minimum requirements without any exceptions to or deviations from the requirements of the RFDP, unless specifically pre-approved through the ATC process.

For the purpose of the Proposals, the minimum requirements for the Facility Design shall mean the design concepts for roadway, structures, interchanges, and associated improvements described in Book 2, inclusive of number of lanes, lane configuration, and geometric and structural designs. The basic configuration is depicted as the preferred alignment for the Concession Facility set forth in the Schematic Plan (Agreement Exhibit D-1).

3.6.2 Alternative Technical Concepts (ATCs)

The CCRMA has chosen to use the Alternative Technical Concept ("ATC") process set forth in this Section 3.6.2 to allow innovation and flexibility, and thereby ultimately to obtain the best value for the motoring public. The Proposers are encouraged to submit one or more ATCs that will either (a) result in cost savings to the CCRMA without reducing the functionality, maintainability, or durability of the Concession Facility; or (b) add value to the Project. The ATCs shall rely on design and construction techniques or technologies which have been used elsewhere under comparable circumstances for similar applications or which can be shown to be consistent with the standards set forth in the Agreement.

ATCs are required when the Proposer requests prior approval to include deviations from

the Project requirements, including: design exceptions for TxDOT and FHWA requirements, changes to the Basic Configuration shown on the Schematic Plan (Agreement Exhibit D-1), and changes that require a reevaluation of the Environmental Document. ATCs do not need to be submitted for utility, drainage, construction, or other temporary or permanent easements. Proposals meeting the requirements of the Project Design are not considered an ATC. In all circumstances, it is the Proposers obligation to assure that the Proposal and ATCs comply with federal, state, and local laws and regulations.

Following award of the CDA, the Facility Design (as modified to incorporate the ATCs approved by the CCRMA, and other concepts and commitments made by the Proposer in the Proposal) will be considered a mandatory requirement to be met in designing and constructing the Concession Facility. During the development of this Concession Facility, if the CCRMA decides to provide direction differing from the ATC pre-approval provided to the Proposers during the proposal process, the Developer may be entitled to a change order.

3.6.2.1 Submittal of ATCs

A Proposer may include an ATC in its Proposal only if five (5) copies of the ATC have been received by the CCRMA by 4:00 p.m., Central Time, on the ATC submittal due date (identified in Section 2.0) and if it has been conditionally pre-approved by the CCRMA for inclusion in the Proposal. All ATC submittals shall be delivered to the CCRMA's RFDP Contact specified in Section 1.10.

ATCs may be discussed conceptually, in order to determine possible viability, at the one-on-one meetings prior to formal submittal, if the Proposer so desires. However, the CCRMA will not be liable if, based on discussions, the Proposer elects to not submit an ATC, including if a similar ATC is submitted in writing by another Proposer and accepted by the CCRMA. Likewise, the CCRMA will not be required to accept an ATC discussed conceptually and not rejected at that time.

Proposers will be allowed to submit their ATC proposals prior to the submittal due date. The CCRMA makes no guarantee for the review duration of submitted ATC, but will endeavor to respond as early as possible and within 21 days of receipt.

Each ATC submittal shall include five (5) copies and shall contain the following:

- (a) Description. A detailed description of the ATC and technical information, including supporting drawings of the configuration of the ATC, including the locations where it is to be used on the Concession Facility, or other appropriate descriptive information, including a traffic operational analysis, if appropriate.
- (b) Usage. The locations where, and an explanation of how, the ATC will be used on the Concession Facility.
- (c) Deviations. References to specific requirements of the RFDP which are

inconsistent with the proposed ATC, an explanation of the nature of the deviations from said requirements, and a request for approval of such deviations.

- (d) Analysis. The analysis justifying use of the ATC in lieu of the specified requirements for the Facility Design and why the deviation, if any, from the requirements of the RFDP Documents should be allowed. The analysis must address how the ATC would affect the facility in terms of design configuration, construction cost, and operational efficiency.
- (e) Impacts.
 - 1. A discussion of potential impacts on vehicular traffic, environmental permitting, community impact, safety and life-cycle Project and infrastructure costs, including impacts on the cost of repair, maintenance and operation;
 - 2. A preliminary analysis of potential impacts on Concession Facility revenue;
 - 3. A specific description of the changes required to be made to the Agreement and impacts, if any, to the Environmental Document in order to implement the ATC; and
 - 4. Identification of any change in real property requirements from the property identified as the Schematic ROW, including any additional real property that is required to implement the ATC and any real property identified in the Schematic ROW that would no longer be necessary to complete the Concession Facility if the ATC is implemented.
- (f) History. A description of other projects where the ATC has been used, the success of such usage and names and phone numbers of project owners that can confirm such statements.
- (g) Risks. A description of added risks to the CCRMA or third parties associated with implementing the ATC in lieu of the specified Facility Design requirement.
- (h) Costs. An estimate of the CCRMA, Developer and third party costs associated with implementation of the ATC.
- (i) Price. A detailed estimate of the adjustment in the cost of the design and construction of the Concession Facility. Include an express statement indicating whether an ATC, and the price associated with the ATC, are exclusive of other ATCs or whether it must be used in conjunction with other ATCs.
- (j) Maintenance. A description of any changes to the Project Management Plan that would result from implementation of the ATC, including any changes regarding long-term maintainability of the Concession Facility, projected maintenance costs and Concession Facility cost savings and the potential effect of the ATC on toll revenue.

3.6.2.2 Pre-Proposal Review of ATCs

The CCRMA may request additional information regarding proposed ATCs at any time and will, in each case, return comments to each Proposer regarding an ATC on or before the date set forth in Section 2.0, provided that the CCRMA has received all requested information regarding such concept. If requested by a Proposer, the CCRMA may (but is not required to) conduct one-on-one meeting(s) to discuss Proposers' ATCs. All discussions with Proposers regarding ATCs will remain confidential; however the CCRMA retains the right to correct/modify documents to address errors, mistakes, ambiguities that are identified through the submission of an ATC.

The CCRMA will review each ATC and limit its response to Proposer to one of the following determinations:

- (a) The concept is approved for inclusion in a Proposal;
- (b) The concept is not approved for inclusion in a Proposal;
- (c) The concept is approved as noted or conditioned;
- (d) The submittal does not qualify as an ATC but may be included in the Proposal without an ATC (i.e., the concept complies with the requirements of the RFDP); or
- (e) The submittal requires additional information.

Proposer may incorporate zero, one, or more approved ATCs and corresponding price as part of its Proposal. If the CCRMA responded to an ATC by stating that certain conditions must be met for approval, Proposer may incorporate such an ATC into the Proposal at its own risk by certifying said conditions will be met and that no price adjustment will be sought by the Developer if said conditions cannot be achieved. The Proposal shall include a table showing the status of all the ATCs that the Proposer has incorporated into its Proposal.

Except for incorporating pre-approved ATCs where exceptions are granted, the Proposal may not otherwise contain exceptions to or deviations from the requirements of the RFDP and the design and construction shall meet the requirements/standards set forth in the Agreement, Scope of Work, and Technical Provisions.

By including the ATC in the Proposal, the Proposer acknowledges the CCRMA has pre-approved the ATCs on a conceptual basis relative to the CCRMA's knowledge of the Project and the benefits of the ATC thereto. The CCRMA makes no guarantee the ATC has been reviewed with respect to all federal, state, and local laws and regulations and does not relieve the Proposer from adhering to such requirements. During the process of development of the Project, the Proposer or the CCRMA may determine that the ATC fails to meet applicable requirements, in which event the Proposer would have the obligation to explore and implement a different design approach meeting the standards set forth in the Agreement and will not be entitled to a price or schedule adjustment.

The CCRMA anticipates that the comments provided to each Proposer will be sufficient to enable the Proposer to make any necessary changes to its ATCs. However, if a Proposer wishes additional clarifications regarding necessary changes, the Proposer may provide a written request for clarifications as specified in Section 3.4.

The CCRMA's rejection of a pre-Proposal submission of an ATC will not entitle the Proposer to an extension of the Proposal Due Date; provided, however, that the foregoing shall not limit the CCRMA's absolute right to modify the Proposal Due Date or any other date in connection with this procurement at its sole discretion.

3.6.2.3 Incorporation of ATCs in the CDA

Following conditional award of the CDA, the ATCs that were pre-approved by CCRMA and incorporated in the Proposal by the successful Proposer shall be included in the CDA Documents. If CCRMA responded to any ATC by stating that it would be acceptable if certain conditions were met, those conditions will become part of the CDA Documents. The CDA Documents will be conformed after conditional award, but prior to execution of the CDA, to reflect the ATCs, including any CCRMA conditions thereto. Notwithstanding anything to the contrary herein, if Developer does not comply with one or more CCRMA conditions of pre-approval for an ATC or Developer fails to obtain a required third party approval for an ATC, Developer will be required to comply with the original requirements of the RFP without additional cost or extension of time as set forth in the CDA

3.6.3 Draft Tolling Plan

Proposers shall submit a draft tolling plan in accordance with Section 1.2.3.2 of Exhibit B-1 for CCRMA's review. Proposers must submit their draft tolling plan by the applicable last date and time set forth in Section 2.0.

CCRMA intends to respond in writing to submittals by the applicable last date set forth in Section 2.0. CCRMA's response will indicate whether the draft tolling plan, as presented, is generally responsive to the requirements of the RFDP, including the CDA, or whether

the submittal is non-responsive. Where the draft tolling plan is found to be non-responsive, CCRMA will attempt to identify the general areas of the submittal that are non-responsive, and at CCRMA's discretion, CCRMA may request that the plan be resubmitted if it is deemed non-compliant by CCRMA.

3.6.4 Alternative Financial Concepts

This section sets forth a process for pre-Proposal review of Alternative Financial Concepts. This process is intended to allow Proposers to incorporate innovation and creativity into the Proposals, in turn allowing CCRMA to consider Proposer AFCs in making the selection decision, to avoid delays and potential conflicts in the commercial terms associated with deferring of reviews of AFCs to the post-award period, and, ultimately, to obtain the best value for the public.

AFCs are defined as changes to the terms of the CDA Documents, subject to the exclusions set forth in Section 3.6.4.1, that allow (a) financing structures ("Financial AFCs") or (b) structures for the Developer entity and/or Concession Facility management and operations ("Structure AFCs") that would otherwise be prohibited or impracticable due to terms of the as-issued CDA Documents.

CCRMA has sole discretion to allow or reject any AFC submitted. Proposers are advised that CCRMA will allow an AFC only if CCRMA determines that the terms and conditions of the CDA Documents, as modified by the AFC, allow CCRMA substantially the same or better value for money, rights and remedies as the unmodified terms and conditions.

3.6.4.1 Exclusions to AFCs

A concept is not an AFC if, in CCRMA's sole judgment, it reduces CCRMA's value for money, or CCRMA's contractual rights or remedies, including any concepts that include the following:

- (a) An increase in the Term
- (b) A change to the tolling provisions, , user classifications, exempt vehicles and post-termination tolling provisions;
- (c) An increase in CCRMA liability for Facility Debt;
- (d) Reduction in compensation to CCRMA, including the Revenue Payments and Refinancing Gain payments;
- (e) Increase in compensation to the Developer in the event of termination including provisions relating to Compensation Amounts and Termination Compensation;
- (f) A change in the conditions to, or procedures for certifying, Substantial Completion, Service Commencement and Final Acceptance;
- (g) A change regarding allocation of responsibilities between CCRMA and Developer for performance of design, permitting, ROW acquisition, Utility Adjustments, construction, operations, maintenance, Renewal Work, Upgrades, Technology Enhancements, Safety Compliance or Handback

Requirements;

- (h) A change to the provisions addressing Compensation Events and Relief Events, or any modifications that would allocate additional risk to CCRMA or reduce risks assumed by Developer;
- (i) A change to the provisions on the role or scope of the Independent Engineer;
- (j) A change to the provisions relating to Unplanned Revenue Impacting Facilities;
- (k) A change to the provisions regarding Developer default, notice, cure periods, remedies and dispute resolution, except to the extent such change would result in more favorable terms to CCRMA;
- (l) A change to the Lender rights and protections provided in the CDA Documents, except insofar as an AFC not directed as such provisions incidentally would require amendment of such provisions in order for the AFC to work;
- (m) A change to the provisions relating to Noncompliance Points and related remedies, except to the extent such change would result in more favorable terms to CCRMA;
- (n) A change to the termination provisions, except to the extent such change would result in neutral or more favorable terms to CCRMA;
- (o) A change to the provisions regarding lender direct agreements, except insofar as an AFC not directed at lender direct agreements would require entry into or amendment of a direct lender agreement in order for the AFC to work; or
- (p) A change resulting in requirements for insurance, performance security, proposal security or indemnities that would be less favorable to CCRMA.

3.6.4.2 Pre-Proposal Submission of AFCs

Proposer may submit AFCs for review to the Authorized Representative set forth in Section 1.10, until the applicable last date and time identified in Section 2.0. All AFCs shall be submitted in writing, with a cover sheet identifying Proposer and stating "SH 550 Project and Pre-Development Services – Confidential AFCs". Proposer shall clearly identify the submittal as a request for review of an AFC under this ITP. If Proposer does not clearly designate its submittal as an AFC, the submission will not be treated as an AFC by CCRMA.

Any AFC that has been pre-approved may be included in the Proposal, subject to the conditions set forth herein.

If a Proposer is unsure whether a concept is consistent with the requirements of the RFDP or if that concept would be considered an AFC by CCRMA, CCRMA recommends that Proposer submit such concept for review as an AFC.

Pre-Proposal AFC submissions shall include five copies of the following:

- (a) A sequential AFC number identifying Proposer and the AFC number (multi-

- part or multi-option AFCs shall be submitted as separate individual AFCs with unique sequential numbers);
- (b) A detailed narrative description of the AFC, including a designation of the AFC as either a Financial AFC or a Structure AFC;
 - (c) An explanation of the value of the AFC to CCRMA;
 - (d) An explanation and detailed description of each proposed change to the as-issued CDA Documents, including a detailed mark-up of each provision in the as-issued CDA Documents that will be changed as a result of the AFC;
 - (e) The analysis justifying use of the AFC, which may include an explanation of how the proposed changes to the CDA Documents will provide CCRMA substantially the same (or better) rights and remedies as the unmodified terms and conditions; and
 - (f) An estimate of any savings that would accrue to CCRMA should the AFC be approved and implemented.

3.6.4.3 *Modifications to the RFDP*

If CCRMA determines, as the result of review of a proposed AFC or otherwise, that the RFDP contains an error, ambiguity or mistake, CCRMA reserves the right to modify the RFDP to correct the error, ambiguity or mistake, regardless of any impact on a proposed AFC. Furthermore, CCRMA may modify the RFDP Documents to incorporate modifications proposed by an AFC provided that CCRMA (a) will not advise the other Proposers that the modification is associated with an AFC, and (b) will not make any modification if CCRMA determines that such modification would compromise a Proposer's intellectual property.

3.6.4.4 *CCRMA Review of Pre-Proposal Submission of AFCs*

CCRMA may request additional information regarding proposed AFCs at any time and will, in each case, return responses to each Proposer regarding its AFC on or before the applicable last date set forth in Section 2.0, provided that CCRMA has received all requested information regarding such AFC.

CCRMA's responses will be limited to one of the following statements:

- (a) The AFC, as submitted, is acceptable for inclusion in the Proposal;
- (b) The submittal is not acceptable for inclusion in the Proposal;
- (c) The AFC is not acceptable in its present form, but will be acceptable upon satisfaction, in CCRMA's sole discretion, of certain identified conditions which must be met or clarifications or modifications that must be made; or
- (d) The concept in the submittal is permitted under the RFDP Documents.

Approval of an AFC will constitute a change in the specific requirements of the CDA Documents associated with the approved AFC for that specific Proposer. Each Proposer, by submittal of its Proposal, acknowledges that the opportunity to submit AFCs was offered to all Proposers, and waives any right to object to

CCRMA's determinations regarding acceptability of AFCs.

CCRMA anticipates that its comments provided to a Proposer will be sufficient to enable Proposer to make any necessary changes to its AFCs. However, if a Proposer wishes additional clarifications regarding necessary changes, Proposer may provide a written request for clarifications under Section 3.4.

3.6.4.5 Incorporation of AFCs in the CDA

Following conditional award of the CDA, the AFCs that were pre-approved by CCRMA and incorporated in the Proposal by the successful Proposer shall be included in the CDA Documents in the form pre-approved by CCRMA. If CCRMA responded to any AFC by stating that it would be acceptable if certain conditions, clarifications or modifications were met, those identified conditions, clarifications or modifications will become part of the CDA Documents. The CDA Documents will be conformed after award, but prior to execution of the CDA, to reflect the AFCs.

Following conditional award of the CDA, AFCs from unsuccessful Proposers may, in CCRMA's sole discretion, be presented to the selected Developer as a CCRMA Change Order in accordance with the CDA.

3.6.5 Confidentiality of ATCs, AFCs and Draft Tolling Plans

Subject to the provisions of the Act and Section 370 of the Code, ATCs, AFCs, draft tolling plans and all communications regarding ATCs, AFCs, and draft tolling plans will remain confidential until final award of the CDA or cancellation of the procurement, provided that, upon conditional award, ATCs and AFCs will be subject to disclosure to the successful Proposer as set forth in Section 6.1. Upon final award or cancellation, such confidentiality rights shall be of no further force and effect except as otherwise allowed under the Act, applicable Law, and Section 1.13. By submitting a Proposal, Proposer agrees, if it is not selected, to disclosure of its work product to the successful Proposer.

3.7 PROPOSAL PROCESS

3.7.1 Workshops and One-on-One Meetings

After issuance of the RFDP, the CCRMA will conduct general workshops with the short-listed Proposers. The issues to be discussed at the workshops may address the following areas:

- Design/geometrics and ATCs
- Maintenance of traffic

- Environmental
- Right-of-way
- Utility coordination & relocations
- Tolling
- Other

All Proposers will be notified of these workshops. Attendance will be mandatory.

3.7.2 One-on-One Meetings

The CCRMA intends to conduct one-on-one meetings with each Proposer to discuss the RFDP, the Proposer's ATCs, and the Proposer's Value-Added Concepts. One-on-one meeting discussions and issues will be treated confidentially as indicated in Section 1.13. The CCRMA reserves the right to issue an addendum regarding contract flaws, clarifications of scope of work or any similar issues raised during the one-on-one meetings, except to the extent that the CCRMA determines such disclosure would impair the confidentiality of an ATC or a Proposer's ideas or strategies.

3.7.3 Technical Proposal

The Proposers are required to submit their Technical Proposal as stated in Section 4.1. The Proposal may be based solely on the requirements of the Facility Design of this RFDP or, at the Proposer's discretion; the Proposal may incorporate any or all of the pre-approved ATCs.

The Technical Proposal shall not include any price for the work, which is to only be included in the Financial Proposal. The CCRMA will evaluate the Technical Proposal for award based on the Best Value to the CCRMA and to be in the best interest of Cameron County, Texas.

3.7.4 Financial Proposal

The Proposers are required to submit their Financial Proposal as stated in Section 4.1. The Financial Proposal shall be based on the requirements of the Facility Design of this RFDP including the pre-approved ATCs incorporated into the Technical Proposal.

3.8 WITHDRAWAL OF PROPOSAL

The Proposer may withdraw its proposal at any time prior to the time due on the Proposal Due Date by means of a written request signed by the Proposer's authorized representative. Such written request shall be delivered to the CCRMA's RFDP Contact (see Section 1.10). A withdrawal of a proposal will not prejudice the right of a Proposer to file a new Proposal provided that the new Proposal is received by the CCRMA before the time due on the Proposal Due Date.

3.9 PRE-PROPOSAL SUBMITTALS

Pre-Proposal Submittals are required as provided in Section 1.12 (regarding changes in a Proposer's organization), Section 5.12.3 (regarding the Financial Model Auditor), Section 4.4.4 (regarding Proposer's selected Escrow Agent), Section 3.6.3 (regarding the draft tolling plan), and Exhibit B, Section 3.2.5.1 and Section 3.2.5.2 (regarding Key Personnel). In addition, any Proposer that wishes to submit an ATC or an AFC pursuant to Section 3.6 must make a Pre-Proposal Submittal as described therein.

SECTION 4.0 REQUIREMENTS FOR SUBMITTAL OF PROPOSALS AND ACCEPTANCE OF DELIVERY BY CCRMA

4.1 GENERAL SUBMITTAL REQUIREMENTS

Each Proposal shall include a Technical Proposal, a Financial Proposal and a Proposal for the Pre-Development Services meeting the requirements set forth in Exhibits B, B-1, C and D. The Proposal shall be submitted in sealed containers, in the format and manner set forth in Sections 4.3 and 4.4 no later than the Proposal Due Date and time specified in Section 2.0, except for the Cost and Pricing Data, which may be delivered after the Proposal Due Date pursuant to Section 4.4.4.

4.1.1 Signatures Required

The Proposal Letter (Form A) shall be signed in blue ink by all Equity Participants, and shall be accompanied by evidence of signatory authorization as specified in Form A.

4.1.2 Certified Copies

Where certified copies of the Proposal are required, the Proposer shall mark the document or cover with the words "Certified True Copy" and have the mark oversigned in blue ink by the Proposer's designated representative(s).

4.1.3 Consequences of Failure to Follow Requirements

Failure to use sealed containers or to properly identify the Proposal may result in an inadvertent early opening of the Proposal and may result in disqualification of the Proposal. The Proposer shall be entirely responsible for any consequences, including disqualification of the Proposal, which result from any inadvertent opening if CCRMA determines that the Proposer did not follow the foregoing instructions. It is the Proposer's sole responsibility to see that its Proposal is received as required. Proposals received after the time due will be rejected without consideration or evaluation.

4.2 REQUIREMENT TO SUBMIT COMPLIANT PROPOSAL

The Proposal may not include any qualifications, conditions, exceptions to or deviations from the requirements of the RFDP, except as contained in pre-approved ATCs or AFCs (including conditionally pre-approved ATCs or AFCs that have been revised to satisfy any conditions to approval). If the Proposal does not fully comply with the instructions and rules contained in this ITP, including the exhibits, it may be considered non-responsive or non-compliant. Any Proposal that contains a material alteration, as determined by CCRMA in its sole discretion, to the ITP forms, will be considered non-responsive and non-compliant. Alterations that have been approved in writing in advance by CCRMA will not be considered material.

If a Proposal is deemed non-responsive or non-compliant, CCRMA may disqualify the Proposal from further consideration, in its sole discretion. Such disqualification will not

result in the forfeiture of Proposer's Proposal Security. Each Proposal must be submitted in the format which is specified by CCRMA in this RFDP. The Proposer shall sign the original copy of the Proposal submitted to CCRMA. Multiple or alternate proposals may not be submitted.

Proposals may be considered non-compliant and may be rejected for any of the following reasons:

- (a) If the Proposal is submitted in a paper form or on a disk other than that specified by CCRMA; if it is not properly signed; if any part of the Proposal is missing from the Proposal package, and/or if it otherwise does not meet the Proposal submittal requirements;
- (b) If CCRMA determines that the Proposal contains irregularities that make the Proposal incomplete, indefinite, or ambiguous as to its meaning, including illegible text, omissions, erasures, alterations, or items not called for in the RFDP, or unauthorized additions;
- (c) If multiple or alternate Proposals are submitted or if the Proposal includes any conditions or provisions reserving the right to accept or reject an award or to enter into the CDA following award;
- (d) If the Proposer attempts to limit or modify the Proposal Security, if the Proposal Security (see Exhibit B, Section 3.3) is not provided, and/or if requested information deemed material by CCRMA is not provided; and
- (e) Any other reason CCRMA determines the Proposal to be non-compliant.

4.3 FORMAT

The Proposal shall contain concise written material and drawings enabling a clear understanding and evaluation of the capabilities of the Proposer and the characteristics and benefits of the Proposal. Legibility, clarity, and completeness of the Technical Proposal, the Proposal for the Pre-Development Services and the Financial Proposal are essential. The Technical Proposal shall not exceed the page limitation set forth in Exhibit B, Section 2.0. The Proposal for the Pre-Development Services shall not exceed the page limitation set forth in Exhibit D, Section 1.1. No page limit applies to appendices and exhibits; however, CCRMA does not commit to review any information in appendices and exhibits other than those required to be provided, and the Proposal evaluation process will focus on the body of the Proposal and any required appendices and exhibits.

An 8½ by 11-inch format is required for typed submissions and an 11 by 17-inch format is required for drawings, except that any support letters provided from parties outside the U.S.A may be submitted in ISO A4 format and design drawings may be submitted on scroll mats not to exceed 34 inches in width (and such design drawings shall be

submitted on CD or DVD in Adobe (.pdf) format and in Bentley Microstation format).

Submittals must be bound with all pages in a binder and sequentially numbered. Printed lines may be single-spaced with the type font size being no smaller than twelve-point. The use of 11 by 17-inch foldouts for tables, graphics and maps is acceptable in the main body of the Proposal. Each 11 by 17-inch foldout will be considered one page.

4.4 ADDITIONAL REQUIREMENTS FOR PROPOSAL DELIVERY

The completed Proposal shall be delivered to CCRMA at the following address, except for the Escrowed Materials, which shall be delivered to the Escrow Agent as specified in Section 4.4.4:

Locke Lord Bissell & Liddell LLP
Attention: Curtis R. Ashmos
Partner
100 Congress Avenue
Suite 300
Austin, Texas 78701

Each binder of the Proposal shall be labeled to indicate its contents. The original Technical and Financial Proposals shall be clearly identified as "original"; copies of the Proposals shall be sequentially numbered, labeled and bound.

4.4.1 Technical Proposal and Proposal for the Pre-Development Services

4.4.1.1

All of the binders comprising the original Technical Proposal, together with an electronic copy on one or more CDs and the envelopes described in Section 4.4.2, shall be packaged in a single non-metal container, clearly addressed to CCRMA as provided herein, and labeled "[Proposer Name]: Original Technical Proposal for the CCRMA SH 550 CDA Project." The Proposer shall provide 20 certified copies of the Technical Proposal (except for the Proposal Security and Escrow Agreement). The containers that include the required hard copies of the Technical Proposal shall be labeled "Copies of Technical Proposal for the CCRMA SH 550 CDA."

4.4.1.2

All of the binders comprising the original Proposal for the Pre-Development Services, together with an electronic copy on one or more CDs, as well as six electronic copies in Excel format on CDs and one printed copy of the financial models supporting the Conceptual Financial Plan, and the envelopes described in Section 4.4.2, shall be packaged in a single non-metal container, clearly addressed to CCRMA as provided herein, and labeled "[Proposer Name]: Original

Proposal for the Pre-Development Services for the Five Additional CCRMA Facilities.” The Proposer shall provide 20 certified copies of the Proposal for the Pre-Development Services. The containers that include the required hard copies of the Proposal for the Pre-Development Services shall be labeled “Copies of Proposal for the Pre-Development Services for the Five Additional CCRMA Facilities.”

4.4.1.3

The Proposer shall deliver to the Escrow Agent one complete, bound copy of each of the Technical Proposal and the Proposal for the Pre-Development Services.

4.4.1.4

The electronic copies of the Technical Proposal and the Proposal for the Pre-Development Services shall be in Adobe (pdf) format on CD(s); provided, however, that (a) Proposal forms may be submitted in either Adobe or Word format, and (b) corporate, partnership, joint venture and limited liability company documents (e.g., articles of incorporation, bylaws, partnership agreements, joint venture agreements and limited liability company operating agreements) may be submitted in hard copy and need not be submitted electronically.

4.4.2 Proposal Security and Escrow Agreement

One original and three certified copies of the Proposal Security shall be provided with the Technical Proposal, and shall be in a separate envelope labeled “[Proposer Name]: Proposal Security for the CCRMA SH 550 Project.” A copy of the executed Escrow Agreement shall be provided with the Technical Proposal, in a separate envelope labeled “[Proposer Name]: Escrow Agreement for the CCRMA SH 550 Project.”

4.4.3 Portions of Financial Proposal Submitted Directly to CCRMA

One original and six certified copies of the Financial Proposal (excluding the Escrowed Materials identified in Section 4.4.4) shall be delivered to CCRMA, together with one electronic copy of the Financing Plan in either Adobe or Word format (see Exhibit C, Sections 1.0 - 4.0, and 7.0). The documents shall be included in a sealed non-metal container labeled “[Proposer Name]: Financial Proposal for the CCRMA SH 550 Project.”

4.4.4 Portions of Financial Proposal Submitted to Escrow

One original, one certified copy and six electronic copies in the format set forth in Exhibit C, Section 1.1 of the Base Scope Financial Model, Form K, Form U, and any non-public financial statements (collectively referred to herein as the “Escrowed Materials”) shall be delivered into escrow in one or more sealed containers labeled: “[Proposer Name]: Escrowed Financial Proposal for the CCRMA SH 550 Project—Financial Model and Forms,” (see Exhibit C, Sections 5.0, 6.0 and 8.0). The Cost and Pricing Data shall be delivered into escrow not later than seven days after the Proposal Due Date. Proposers

are advised that certain line-item information contained in Form K is included in Form V (the Financial Information Summary Form), which is subject to public disclosure pursuant to Section 1.13. Proposers are also advised that prior to final award, portions of the Developer's Form U will be incorporated into the executed CDA and will no longer be held as Escrowed Materials.

The Proposer shall deliver to the Escrow Agent the Escrowed Materials, along with three completed original Escrow Agreements executed by the Proposer in substantially the form attached as Form M. The documents shall be delivered to the Escrow Agent at the address identified in the Escrow Agreement. A copy of the executed Escrow Agreement shall be included in the Technical Proposal as specified in Section 4.4.2.

4.5 CURRENCY

All required pricing, revenue and cost information shall be provided in US\$ currency only.

4.6 MODIFICATIONS, WITHDRAWALS AND LATE SUBMITTALS

4.6.1 Modifications to a Proposal

A Proposer may modify its Proposal in writing prior to the specified time on the Proposal Due Date. The modification shall conform in all respects to the requirements for submission of a Proposal. Modifications shall be clearly delineated as such on the face of the document to prevent confusion with the original Proposal and shall specifically state that the modification supersedes the previous Proposal and all previous modifications, if any. If multiple modifications are submitted, they shall be sequentially numbered so CCRMA can accurately identify the final Proposal. The modification must contain complete Proposal sections, complete pages or complete forms as described in Exhibits B-1, C, and D. Line item changes will not be accepted. No facsimile or other electronically transmitted modifications will be permitted.

4.6.2 Withdrawal and Validity of Proposals

The Proposer may withdraw its Proposal at any time prior to the time due on the Proposal Due Date by means of a written request signed by the Proposer or its properly authorized representative. Such written request shall be delivered to CCRMA's RFDP Contact specified in Section 1.10. A withdrawal of a Proposal will not prejudice the right of a Proposer to file a new Proposal provided that it is received before the time due on the Proposal Due Date. Except as expressly set forth herein, no Proposal may be withdrawn on or after the time due on the Proposal Due Date and any attempt to do so will result in a draw by CCRMA upon the Proposal Security. Proposals shall be valid for a period of 180 days after the Proposal Due Date. No Proposer shall withdraw its Proposal within the 180-day period, unless notified by CCRMA that (i) no CDA for the Project will be awarded by CCRMA pursuant to the RFDP (ii) CCRMA has awarded the CDA to another Proposer and has received the executed CDA and other required documents, (iii) CCRMA does not intend to award the contract to the Proposer; or (iv) such Proposer is not the apparent best value or next highest ranking Proposer.

Any Proposer may elect, in its sole discretion, to extend the validity of its Proposal beyond the time periods set forth above.

4.6.3 Late Proposals

CCRMA will not consider any late Proposals. Proposals and/or modification or withdrawal requests received after the time for submittal of Proposals will be returned to the Proposer without consideration or evaluation.

4.7 FORFEITURE OF PROPOSAL SECURITY; RELIEF FROM OBLIGATION TO CLOSE BY SPECIFIED DEADLINE

Each Proposer, by submittal of its Proposal, shall be deemed to have agreed to the following:

4.7.1 Failure to Meet Commitments

The Proposal Security is subject to forfeiture if (a) the Proposer is selected as the apparent best value Proposer and fails to increase the Proposal Security as required under Exhibit B, Section 3.3, or (b) the Proposer withdraws, repudiates or otherwise indicates in writing that it will not meet any commitments made in its Proposal except as specifically permitted hereunder.

4.7.2 Failure to Execute and Deliver Documents

The selected Proposer's Proposal Security is subject to forfeiture if it fails to deliver to CCRMA executed copies of the CDA and the documents required under Section 6.1 by the deadline set forth in Section 2.0, unless such failure is directly attributable to:

- (a) CCRMA's failure to provide timely responses to Post-Selection Deliverables in accordance with Section 5.13.3;
- (b) Proposer's failure to reach agreement with CCRMA and the Independent Engineer on the terms of the Independent Engineer Agreement, provided the Proposer has engaged in good faith negotiations with CCRMA and the Independent Engineer as set forth in Section 5.15;
- (c) CCRMA's or the Independent Engineer's failure to attend and participate in reasonably scheduled negotiation meetings concerning the Independent Engineer Agreement in accordance with Section 5.15;
- (d) CCRMA's failure to timely deliver any of the CCRMA Post-Selection Deliverables described in Section 5.16;
- (e) CCRMA's election not to enter into the CDA in the form included with the RFDP, following (a) CCRMA's election to commence negotiations regarding the CDA, (b)

the Proposer's engaging in good faith negotiations as set forth in Section 5.12.1; and (c) failure of the parties to agree upon changes to the terms of the CDA;

- (f) The unreasonable refusal by the Texas Attorney General to issue a legal opinion after having received all requested information from the apparent best value Proposer.

4.7.3 Failure to Achieve Financial Close

The selected Proposer's Proposal Security is subject to forfeiture if it fails to achieve Financial Close by the deadline set forth in Section 1.5, unless such failure is directly attributable to:

- (a) Delay in delivery of CDA and other documents extending beyond such deadline attributable to any of the circumstances identified in Section 4.7.2;
- (b) If PABs are part of the initial financing under Proposer's Financial Proposal, any delay in identifying the PABs Issuer or any delay by or refusal of the PABs Issuer to issue bonds in the amount that the Proposer's underwriters are prepared to underwrite, unless such delay or refusal is attributable to any fault or less than diligent efforts of the Proposer or any Proposer team member, including failure of the Proposer to satisfy all applicable requirements under the PABs Agreement. If the Developer's financing schedule does not include normal and customary time periods for carrying out the ordinary and necessary functions of a conduit issuer of tax-exempt bonds, failure of the PABs Issuer to meet that schedule shall not be considered a delay;
- (c) If PABs are part of the initial financing under Proposer's Financial Proposal, (i) the refusal of the PABs Issuer's counsel to authorize closing of the PABs where the bond counsel is ready to give an unqualified opinion regarding the validity of the issuance of the PABs and the tax exempt status of interest paid on the PABs, unless the basis for such refusal is that it would be unreasonable for bond counsel to deliver the opinion or (ii) the delay of the PABs Issuer's counsel in authorizing closing of the PABs. If the Developer's financing schedule does not include normal and customary time periods for carrying out the ordinary and necessary functions of such counsel to a conduit issuer of tax-exempt bonds, failure of the PABs Issuer's counsel to meet that schedule shall not be considered a delay;
- (d) If PABs are part of the initial financing under Proposer's Financial Proposal, the failure of the PABs Issuer or CCRMA to comply with the terms of the PABs Agreement or the withdrawal, recession or revocation of the PABs allocation by the USDOT Secretary in the amount approved by the USDOT Secretary where such failure directly causes inability to achieve Financial Close by the deadline therefor; or
- (e) CCRMA's failure to timely execute and deliver the CDA in accordance with Section

6.1, unless such delay is attributable to any fault or less than diligent efforts of the Proposer or any Proposer team member.

4.8 ACCEPTANCE OF DELIVERY BY CCRMA

CCRMA will provide a receipt for Proposals that are timely delivered to CCRMA as specified herein. The Proposer will be responsible for obtaining a delivery receipt from the Escrow Agent and obtaining the Escrow Agent's signature on the Escrow Agreements.

A CCRMA representative will visit the Escrow Agent's office on or shortly after the Proposal Due Date to examine the Escrowed Materials and obtain a fully executed copy of the Escrow Agreement.

4.9 COSTS NOT REIMBURSABLE

The cost of preparing the Proposal and any costs incurred at any time before final award and execution of the CDA, including costs incurred for any interviews, payments owing to the Proposer's Escrow Agent, costs associated with Post-Selection Deliverables and costs relating to the finance process, shall be borne by the Proposer.

SECTION 5.0 EVALUATION AND POST-SELECTION PROCESS

CCRMA's goal is to create a fair and uniform basis for the evaluation of the Proposals in compliance with all applicable legal requirements governing this procurement. The Proposal evaluation process will include an initial review of each Proposal for responsiveness and pass-fail criteria, followed by an evaluation of the Concession Facility Development Plan, the Proposal for the Pre-Development Services, and the Financial Proposal, and a best value determination. The process may, at CCRMA's sole discretion, include a request for revised Proposals (Proposal Revisions), and may include a negotiations phase with the selected Proposer(s). The steps in the process and evaluation criteria are set forth in Sections 5.3 through 5.13.3. The evaluation and selection process is subject to modification by CCRMA, in its sole discretion.

The evaluation process will involve the following steps:

1. CCRMA evaluation committees will:

- (a) evaluate the Proposals and determine which Proposer has offered the apparent best value Proposal, considering the specific evaluation criteria set forth herein and
- (b) provide a recommendation to the CCRMA Coordinator regarding the apparent best value.

2. The CCRMA Coordinator will review and consider the recommendations from the CCRMA evaluation committee, and will provide a recommendation for conditional award to the CCRMA Board. The CCRMA Board will issue notice of conditional award after considering the recommendations received.

The details of the evaluation and selection process are set forth more fully in this Section 5.0.

5.1 ORGANIZATION OF THE CCRMA EVALUATION COMMITTEES

Evaluation of Proposals will be conducted by CCRMA's Evaluation and Selection Recommendation Committee ("ESRC") with assistance from subcommittees consisting of CCRMA, and its consultant personnel. The ESRC and the various subcommittees will be comprised of representatives from CCRMA and its consultants and will be chaired by individuals designated by the CCRMA Coordinator. In addition to CCRMA voting members, the ESRC and subcommittees may also be assisted by advisors, including CCRMA representatives and outside consultants who will offer advice on the technical, financial and legal aspects of each Proposal. The primary responsibility of these advisors will be to assist the ESRC and subcommittees in making the educated and informed assessment of the individual strengths and weaknesses of the Proposals. In addition, observers from federal or other agencies, including representatives of local agencies and municipalities, with specific interests and responsibilities associated with the Project may be invited to observe aspects of the evaluation process. All evaluators and outside consultants and observers will be required to sign confidentiality statements and will be subject to CCRMA conflict of interest control requirements.

5.2 BEST VALUE DETERMINATION

The determination of apparent best value shall be based on an 80-10-10 point scale and will be computed using the following formula:

Total Proposal Score = Concession Financial Score (max. 80 points)
+ Concession Technical Score (max. 10 points)
+ Pre-Development Services Score (max. 10 points)

- (a) The Concession Financial Score will be calculated based on the formula described in Section 5.6.

Concession Financial Score (max. 80 points) = Evaluation Score x 0.80

- (b) The Concession Technical Score will be calculated based on the Evaluation Score for the Concession Facility Development Plan (maximum 100 points) as described in Section 5.4.2. The Concession Technical Score will be calculated using the following formula:

Concession Technical Score (max. 10 points) = Evaluation Score x 0.10

- (c) The Pre-Development Services Score will be calculated based on the Evaluation Score for the Proposal for Pre-Development Services (maximum 100 points) as described in Section 5.5.5. The Pre-Development Services Score will be calculated using the following formula:

$$\text{Pre-Development Services Score (max. 10 points)} = \text{Evaluation Score} \times 0.10$$

5.3 PASS/FAIL AND RESPONSIVENESS EVALUATION

Upon receipt, the Technical Proposals, the Proposals for the Pre-Development Services and the Financial Proposals will be made available for review by the relevant pass/fail and responsiveness subcommittees. They will be reviewed (a) for the Proposal's conformance to the RFDP instructions regarding organization and format and responsiveness to the requirements set forth in the RFDP and (b) based on the pass/fail criteria set forth below. All reviews of the Escrowed Materials will take place at the Escrow Agent's offices.

5.3.1 Technical Proposals

Technical Proposals will be evaluated based on the following pass/fail and responsiveness criteria:

- (a) The business form of the Proposer, the proposed Developer, and any entities that will have joint and several liability under the CDA or that will provide a performance security (including any joint venture agreement, partnership agreement, operating agreement, articles of incorporation, bylaws, association agreements or equivalent documents) is consistent with the requirements of the Project and CDA Documents.
- (b) The Proposer has provided a DBE certification in accordance with the requirements of Exhibit B, Section 3.2.9.
- (c) The information, certifications, signed statements and documents as listed in Exhibit B, Section 3.2 are included in the Proposal and do not identify any material adverse information.
- (d) The Proposer has delivered Proposal Security in the form of a complete, properly executed proposal bond that complies with the requirements of Exhibit B, Section 3.3.1 or letter of credit that complies with the requirements of Exhibit B, Section 3.3.2.
- (e) The Proposal commitment date for Service Commencement on the Concession Facility set forth on Form O is no later than the milestone date specified in Exhibit 9 of the form of the CDA included in this RFDP.
- (f) The Technical Proposal as outlined in Exhibit B, including the Concession Facility

Development Plan outlined in Exhibit B-1, meets all applicable RFDP requirements.

5.3.2 Proposals for the Pre-Development Services

Proposals for the Pre-Development Services will be evaluated based on the following pass/fail and responsiveness criteria:

- (a) The business form of the Proposer, the proposed Developer, and any entities that will have joint and several liability under the Pre-Development Services or that will provide a performance security (including any joint venture agreement, partnership agreement, operating agreement, articles of incorporation, bylaws, association agreements or equivalent documents) is consistent with the requirements of the Project and Pre-Development Services Documents.
- (b) The Proposal for the Pre-Development Services outlined in Exhibit D, meets all applicable RFDP requirements.

5.3.3 Financial Proposals

Financial Proposals for the CDA will be evaluated based on the following pass/fail and responsiveness criteria:

- (a) The Proposer's financial condition and capabilities shall not have materially adversely changed from its financial condition and capabilities as evidenced by the financial and other data submitted in the QS, such that the Proposer continues to have the financial capacity to complete, operate, and maintain a project of the nature and scope of the Concession Facility and other Program projects. Factors that will be considered in evaluating the Proposer's financial capacity include the following:
 - i. Profitability;
 - ii. Ability to manage existing debt;
 - iii. Ability to invest equity; and
 - iv. Other commitments and contingencies.

If CCRMA determines that a Proposer does not appear to have the financial capability to fulfill its obligations under the CDA, it may offer the Proposer the opportunity to meet the financial requirement through one or more Guarantors acceptable to CCRMA.

- (b) The Proposer's Financing Plan demonstrates the following:
 - i. that it identifies sufficient financing for the CDA, including all design and construction, operation, maintenance and rehabilitation funding for the Concession Facility;
 - ii. that it is adequate, feasible, and capable of being executed if the

- iii. Proposer is awarded the CDA; and that it is sufficiently developed, and, subject to ITP Exhibit C, Section 3.2, has attracted sufficient support and commitment from Lenders and investors, to satisfy CCRMA that there is no material risk on financial grounds of any performance failure, including failure to perform any of the following:
 - A. Execution and delivery of the CDA;
 - B. Making payments owing to CCRMA;
 - C. Completion of design and construction of the Concession Facility by the Service Commencement Deadline set forth in the CDA and in accordance with CDA requirements;
 - D. Operation and maintenance of the Concession Facility throughout the Lease term in accordance with the requirements of the CDA and Lease; and
 - E. Achievement of Financial Close for the Concession Facility by the deadline identified in Section 1.5.
- (c) In evaluating the adequacy of the Proposer's Financing Plan under Section (c)(ii) above, the following factors will be considered:
 - i. the robustness of the results under the Proposer's traffic scenario or specified range of traffic scenarios;
 - ii. reasonableness of revenues and costs;
 - iii. subject to ITP Exhibit C, Section 3.2, the terms and conditions of the financing (including debt, quasi equity and equity), including compliance with the conditions set forth in Section 4.0 of the CDA, and the conditions attached to financing, if any, appear reasonable;
 - iv. guarantees and other security required to realize financing;
 - v. the level of commitment of Equity Participants in the Proposer;
- (d) The Proposer has provided the required lenders' support letters evidencing the proposed lenders' willingness to provide funding under the CDA pursuant to Section 3.2.1 of Exhibit C or has provided the required lenders' indicative letters of support indicating their view that the financial plan is reasonable pursuant to section 3.2.2 of Exhibit C.
- (e) The Proposer has provided assurance that private equity will be in place for the CDA, including the required letters from the Proposer's Equity Participant evidencing their commitment to provide equity funding pursuant to Section 3.3 of Exhibit C.

- (f) The Proposal is in compliance with the Toll Regulation provisions attached to the CDA as Exhibit 4.

Any Proposer that fails to achieve a passing score on any of the pass/fail portions of the evaluation may not be eligible for recommendation for award.

5.3.4 CCRMA Right to Exclude Proposals from Consideration or to Waive Mistakes

Those Proposals not responsive to this RFDP, or that do not pass the pass/fail criteria, may be excluded from further consideration, and the Proposer will be so advised. CCRMA may also exclude from consideration any Proposer whose Proposal contains a material misrepresentation. CCRMA reserves the right to waive minor informalities, irregularities and apparent clerical mistakes which are unrelated to the substantive content of the Proposals.

5.4 EVALUATION OF CONCESSION FACILITY DEVELOPMENT PLAN

After completion of the pass/fail and initial responsiveness review, the Concession Facility Development Plan will be evaluated based on the factors set forth below to determine whether it improves upon the CDA requirements and brings additional benefits and/or value to CCRMA and the public.

5.4.1 Concession Facility Development Plan Evaluation Factors

The evaluation factors for the Concession Facility Development Plan are as follows:

- (a) General Concession Facility Management;
- (b) Operations and Maintenance Management and Technical Solutions; and
- (c) Design-Build Management and Technical Solutions.

The Concession Facility Development Plan Evaluation Factors identified in clauses (a) through (c) above are listed in descending order of importance. Subfactors and their relative weightings are listed in Section 5.4.1.1 through 5.4.1.3. Consecutive factors or subfactors are set forth in descending order of importance, provided however, except as otherwise noted, consecutive factors or subfactors may be of equal value to each other.

The evaluation factors will be evaluated and rated using the rating guidelines specified in Section 5.4.2, with special attention given to the objectives presented in Sections 5.4.1.1 through 5.4.1.3, which describe the expectations of CCRMA with regard to the Work to be performed and the related information to be submitted in the Concession Facility Development Plan. Along with the goals identified in Section 1.3, these objectives will guide CCRMA's assessment of the evaluation factors and subfactors.

5.4.1.1 General Concession Facility Management

Objectives: An organization that is designed with clear lines of responsibility,

appropriate personnel and well defined roles that respond to the Concession Facility obligations; a well defined approach to Concession Facility schedule methodology, and schedule and cost information in detail sufficient for assessing Concession Facility schedule/cost balance; and a well defined approach to environmental management and public involvement.

The General Concession Facility Management evaluation subfactors include:

- (a) Management structure, personnel, and internal organizational systems;
- (b) Schedule, cost control, safety, and risk management;
- (c) Environmental management;
- (d) Public information and communications management; and
- (e) Mentoring and job training.

Subfactors (a) through (c) are each weighted more than each of subfactors (d) and (e).

See Exhibit B-1 for additional detail regarding the specific information concerning this factor to be submitted as part of the Concession Facility Development Plan.

5.4.1.2 Operations and Maintenance Management and Technical Solutions

Objective: An operations and maintenance management organization with clear lines of responsibility, and which presents a well-defined and executable approach for operations and maintenance, providing a well operated and maintained facility responding to the needs of the Concession Facility, the adjacent communities and the traveling public. The Operations and Maintenance Management and Technical Solutions evaluation subfactors are as follows:

- (a) Operations and maintenance management approach;
- (b) Operations and maintenance quality management; and
- (c) Operations and maintenance technical solutions.

See Exhibit B-1 for details regarding the specific information concerning this factor to be submitted as part of the Concession Facility Development Plan.

5.4.1.3 Design-Build Management and Technical Solutions

Objective: A Design-Build management organization with clear lines of responsibility, and which presents a well-defined and executable approach for design, construction, ROW acquisition and utility adjustment, and incorporating

technical solutions with innovative features that achieve the obligations of the Concession Facility.

The Design-Build Management and Technical Solutions evaluation subfactors include:

- (a) Design-Build management approach;
- (b) ROW acquisition and utility adjustment management and approach;
- (c) Design-Build technical solutions; and
- (d) Design-Build quality management.

See Exhibit B for additional detail regarding the specific information concerning this factor to be submitted as part of the Concession Facility Development Plan.

5.4.2 Evaluation Guidelines for Concession Facility Development Plan

The evaluation subcommittee will review the Concession Facility Development Plan with reference to the evaluation factors specified in Section 5.4.1 above, in accordance with the guidelines provided in this Section 5.4.2. The major categories of the Concession Facility Development Plan will be qualitatively evaluated and assigned a rating as follows:

Excellent:

The Proposal greatly exceeds the stated requirements/objectives, offering material benefits and/or added value, and providing assurance that a consistently outstanding level of quality will be achieved. There is very little or no risk that this Proposer would fail to satisfy the requirements of the CDA Documents. Weaknesses, if any, are very minor and can be readily corrected. Significant unique and/or innovative characteristics are present.

Very Good:

The Proposal significantly exceeds the stated requirements/objectives, offering advantages, benefits and/or added value, and providing assurance that a level of quality will be achieved that is materially better than acceptable. There is little risk that the Proposer would fail to satisfy the requirements of the CDA Documents. Weaknesses, if any, are very minor and can be readily corrected. Some unique and/or innovative characteristics are present.

Good:

The Proposal materially exceeds the stated requirements/objectives and provides assurance that the level of quality will not meet or exceed minimum requirements. There may be a slight probability of risk that the Proposer may fail to satisfy the requirements of the

CDA Documents. Weaknesses, if any, are minor and can be readily corrected. Little or minimal unique and/or innovative characteristics are present.

Fair:

The Proposal marginally exceeds stated requirements/objectives and provides satisfactory assurance that the level of quality will meet or marginally exceed minimum requirements. There may be questions about the likelihood of success and there is risk that the Proposer may fail to satisfy the requirements of the CDA Documents. Weaknesses are correctable or acceptable per minimum standards.

Meets Minimum:

The Proposal meets stated requirements/objectives and provides satisfactory assurance that the minimum level of quality will be achieved. There may be questions about the likelihood of success and there is some risk that the Proposer may fail to satisfy the requirements of the CDA Documents. Weaknesses are correctable or acceptable per minimum standards.

In assigning ratings CCRMA may assign "+" or "-" (such as, "Excellent -", "Good +", and "Fair +") to the ratings to better differentiate within a rating in or der to more clearly differentiate between the technical evaluation factors and the overall Concession Facility Development Plan. However, CCRMA will not assign ratings of "Meets Minimum -" or "Excellent +."

The term "weakness," as used herein, means any flaw in the Proposal that increases the risk of unsuccessful contract performance.

During the evaluation, each subfactor as described above will be assigned a consensus rating, which will be converted to points. The points for each subfactor will be added to determine the Proposal's score for each of the technical evaluation factors. The ratings of all the technical evaluation factors will then be added to arrive at the overall Evaluation Score for the Concession Facility Development Plan, with 100 maximum possible points.

5.5 EVALUATION OF PROPOSAL FOR THE PRE-DEVELOPMENT SERVICES

Proposals for Pre-Development Services will be evaluated as specified below. The component identified in Section 5.5.1 is equal to or of greater importance than the component identified in Section 5.5.2, which is equal to or of greater importance than the component identified in Section 5.5.3.

5.5.1 Evaluation of Conceptual Development Plan & Conceptual Financial Plan

The Conceptual Development Plan and Conceptual Financial Plan will be evaluated based on the achievability of the plans. More specifically:

- The achievability of the Conceptual Development Plan and the Conceptual Financial Plan, as demonstrated by each Proposer through:
 - Conceptual Development Plan
 - Project understanding, approach, process, and concepts;
 - accelerated delivery of facilities pursuant to realistic milestones;
 - reasonableness of capital, operations and maintenance cost estimates;
 - level of risk assumed by Proposer;
 - reasonableness of traffic and revenue forecasts and assumptions;
 - environmental process understanding; and
 - plan update process.
 - Conceptual Financial Plan
 - efficiency in the use and deliverability of equity and debt financing for the development of the other projects in the Program;
 - use of innovative financial methods and financing tools in the enhancement of the feasibility and delivery of the other projects in the Program;
 - allocation of financial risks to the party best able to manage the risks and reasonableness of the risk mitigation strategy;
 - internal consistency, and verifiability of data sources and assumptions in the Conceptual Financial Plan; and
 - consistency between the Conceptual Development Plan and the Conceptual Financial Plan.

See Exhibit D for additional detail regarding the specific information concerning this factor to be submitted as part of the Conceptual Development Plan and Conceptual Financial Plan.

5.5.2 Evaluation of Project Management Plan

The overall ability and experience of Proposer's management personnel will be evaluated on the basis of previous experience with similar projects, from the perspective of the key individuals functioning in ongoing "hands-on" positions and the following:

- demonstrated approach to staffing and administering the work;
- demonstrated approach of how the Proposer will interface with CCRMA and other public and private entities, and its consultants in the performance of the management plan;
- a description of the Proposer's approach towards implementation of project controls; and
- Proposer's quality management program for design reviews and Plan reviews, including reporting procedures, responsibilities, documentation and correcting deficiencies.

See Exhibit D for additional detail regarding the specific information concerning this factor to be submitted as part of the Project Management Plan.

5.5.3 Reference Summary

The Proposers shall include in their Proposals for the Pre-Development Services a reference summary, by page and section number, stating where each of the following evaluation criteria (with reference to the factors and subfactors identified above) is addressed in the Proposal for the CDA for Pre-Development Services.

5.5.4 Evaluation Guidelines for the Proposal for the Pre-Development Services

The evaluation subcommittee will review the Proposal for the Pre-Development Services with reference to the evaluation factors specified in Section 5.5.1 - 5.5.2 above, in accordance with the guidelines provided in this Section 5.5.4. The major categories of the Pre-Development Services will be qualitatively evaluated and assigned a rating as follows:

Excellent:

The Proposal greatly exceeds the stated requirements/ objectives, offering material benefits and/or added value, and providing assurance that a consistently outstanding level of quality will be achieved. There is very little or no risk that this Proposer would fail to satisfy the requirements of the Pre-Development Services. Weaknesses, if any, are very minor and can be readily corrected. Significant unique and/or innovative characteristics are present.

Very Good:

The Proposal significantly exceeds the stated requirements/objectives, offering advantages, benefits and/or added value, and providing assurance that a level of quality will be achieved that is materially better than acceptable. There is little risk that the Proposer would fail to satisfy the requirements of the Pre-Development Services. Weaknesses, if any, are very minor and can be readily corrected. Some unique and/or innovative characteristics are present.

Good:

The Proposal materially exceeds the stated requirements/objectives and provides assurance that the level of quality will meet or exceed minimum requirements. There may be a slight probability of risk that the Proposer may fail to satisfy the requirements of the CDA for Pre-Development Services Documents. Weaknesses, if any, are minor and can be readily corrected. Little or minimal unique and/or innovative characteristics are present.

Fair:

The Proposal marginally exceeds stated requirements/objectives and provides satisfactory assurance that the level of quality will meet or marginally exceed minimum requirements. There may be questions about the likelihood of success and there is risk that the Proposer may fail to satisfy the requirements of the Pre-Development Services Documents. Weaknesses are correctable or

acceptable per minimum standards.

Meets Minimum: The Proposal meets stated requirements/objectives and provides satisfactory assurance that the minimum level of quality will be achieved. There may be questions about the likelihood of success and there is some risk that the Proposer may fail to satisfy the requirements of the Pre-Development Services Documents. Weaknesses are correctable or acceptable per minimum standards

In assigning ratings CCRMA may assign "+" or "-" (such as, "Excellent -", "Good +", and "Fair +") to the ratings to better differentiate within a rating in or der to more clearly differentiate between the evaluation factors and the overall Proposals for the Pre-Development Services. However, CCRMA will not assign ratings of "Meets Minimum –" or "Excellent +."

The term "weakness," as used herein, means any flaw in the Proposal that increases the risk of unsuccessful contract performance.

During the evaluation process, each factor will be assigned a consensus rating, which will be converted to points. The points for each factor will be added to determine the Proposal's score for each of the components of the Proposal. The score for each of the components of the Proposal will then be added to arrive at the overall evaluation score for the Proposal for the Pre-Development Services, with 100 maximum possible points.

5.6 FINANCIAL PROPOSAL EVALUATIONS

The Proposal's Concession Financial Score will be determined in accordance with the formula set forth in Section 5.2 based on the sum of the Proposer's Base Scope Proposal Financial Score and Ultimate Scope Proposal Financial Score.

5.6.1 Base Scope Proposal Financial Score

Each Proposer's Base Scope Proposal Financial Score will be calculated as follows:

Each Proposer's Base Scope Financial Score will be calculated as follows:

$$\text{a) UFPAS} = 25\% \times \text{PUFPA} / \text{HUFPA} \times 100$$

plus

$$\text{b) RSPAS} = 75\% \times \text{PRSNPV} / \text{HRSNPV} \times 100$$

PUFPA = Proposer's up-front payment amount

HUFPA = highest up-front payment amount from all proposers

UFPAS = up-front payment amount score

PRSNPV = net present value of Proposer's revenue sharing proposal calculated as described in Form U

HRSNPV = net present value of highest revenue sharing proposal calculated as described in Form U

RSPAS = revenue sharing payment amount score

Proposer's Base Scope Financial Score = UFPAS + RSPAS

5.7 ESRC EVALUATION OF THE TECHNICAL PROPOSAL, THE PROPOSAL FOR THE PRE-DEVELOPMENT SERVICES AND THE FINANCIAL PROPOSAL

Before reviewing the Financial Proposal and the recommendations from the subcommittee reviewing the Financial Proposal, the ESRC will review the Concession Facility Development Plan and the Proposal for the Pre-Development Services and the ratings and points recommendations provided by the subcommittees with respect to each respective Proposal. The ESRC may accept the recommendations provided by each subcommittee, may request the subcommittee to reconsider its recommendations, or may develop its own recommendations. The ESRC will determine each Proposal's Concession Technical Score and Pre-Development Services Score based on the formula set forth in Section 5.2 and the guidelines set forth in Sections 5.4.2 and 5.5.5.

Next, the ESRC will review the Financial Proposal and Financial Proposal evaluation recommendations from the subcommittee reviewing the Financial Proposal and determine each Proposal's Concession Financial Score. If the ESRC determines that a Concession Financial Score has not been correctly calculated by the subcommittee, then the ESRC may revise the recommended Concession Financial Score based on its calculation or may request that the subcommittee reconsider its recommendation.

Finally, the ESRC will determine the Total Proposal Score for each Proposal by adding the Proposal's Concession Technical Score, the Pre-Development Services Score and the Concession Financial Score.

5.8 REQUESTS FOR CLARIFICATION

CCRMA may at any time issue one or more requests for clarification to the individual Proposers, requesting additional information or clarification from a Proposer, or may request a Proposer to verify or certify certain aspects of its Proposal. Any requests for clarification shall be in writing to the Proposer's designated contact as provided in Section 3.1. Proposers shall respond to any such requests within two business days (or such other time as is specified by CCRMA) from receipt of the request. The scope, length and topics to be addressed in clarifications shall be prescribed by, and subject to the discretion of, CCRMA.

Upon receipt of requested clarifications and additional information as described above, if any, the Proposals may be re-evaluated to factor in the clarifications and additional information.

5.9 REQUEST FOR PROPOSAL REVISIONS

CCRMA may, at any time after receipt of Proposals and prior to final award, determine that it is appropriate to request changes to the Proposals ("Proposal Revisions"). If Proposal Revisions are requested, CCRMA will follow the procedures for revised proposals described in 23 CFR Part 636. CCRMA may request Proposal Revisions with or without discussions as described therein. The request for Proposal Revisions will identify any revisions to the RDFP and will specify terms and conditions applicable to the Proposal Revisions, including identifying a time and date for delivery. In the event that Proposal Revisions are requested, the term "Proposal," as used in the RFDP, shall mean the original Proposal, as modified by the Proposal Revisions. Upon receipt of Proposal Revisions, the ESRC, with assistance from the appropriate subcommittee(s), will re-evaluate the Proposals as revised, and will revise ratings and value estimates as appropriate following the process described above.

5.10 IDENTIFICATION OF APPARENT BEST VALUE PROPOSAL

Once the ESRC has determined a Total Proposal Score for each Proposal and assigned rankings to the Proposals based on the Total Proposal Scores (whether based on the original Proposals or Proposal Revisions), the ESRC will present its recommended rankings to the CCRMA Coordinator.

5.11 RECOMMENDATION TO CCRMA BOARD

The CCMRA Coordinator will review the Proposals and the recommendations and supporting information provided by the ESRC, and may accept the recommendation, reject the recommendation and cancel the procurement, or request the ESRC to reconsider the recommendation. If the CCRMA Coordinator accepts the ESRC's recommendation, the CCRMA Coordinator will make a recommendation to the CCRMA Board regarding the rankings of the Proposers and designation of the apparent best value. The CCRMA Board will consider the recommendations and will determine whether to proceed with conditional award of the CDA to the apparent best value Proposer or take any other action. The CCRMA Board's decision of conditional award of the CDA to the apparent best value Proposer will be made in a public hearing and will be considered a public announcement of intent to award the CDA by the CCRMA Board.

The CCRMA Board's decision regarding award of the CDA shall be final.

5.12 FINALIZATION OF THE CDA; POST-SELECTION PROCESS

5.12.1 Negotiation of CDA

If authorized by the CCRMA Board, CCRMA will proceed with the apparent best value

Proposer to finalize the CDA. CCRMA may agree to negotiate various aspects of the CDA with the apparent best value Proposer, including Form P (Detailed Costing Form); however, any decision to commence or continue negotiations regarding the terms of the CDA is at CCRMA's sole discretion. In addition, pursuant to Texas Transportation Code Section 223.203 and this Section 5.12.1, at the request of the apparent best value Proposer, such Proposer can reasonably expect that CCRMA will enter into good faith negotiations with such Proposer to make changes to the CDA (including applicable Exhibits) to clarify and support the intended U.S. federal income tax treatment of such Proposer, provided that such negotiations will be limited to terms that would not (1) adversely impact CCRMA's rights and commercial position under the CDA or (2) otherwise have a material adverse affect on CCRMA, the region or the State. By submitting its Proposal, each Proposer commits to enter into the forms of CDA included in the RFDP, without negotiation or variation, except negotiation as provided in the immediately preceding sentence and to fill in blanks and include information that the forms of the CDA indicate is required from the Proposal.

If a CDA satisfactory to CCRMA cannot be negotiated with the apparent best value Proposer, CCRMA will formally end negotiations with that Proposer and take action consistent with the direction provided by the CCRMA Board. Such action may include (a) requiring the best value Proposer to enter into the CDA in the form included in the RFDP, without variation except to fill in blanks and include information that the forms of the CDA indicate is required from the Proposal, (b) rejection of all Proposals, (c) issuance of a request for Proposal Revisions to the Proposers; or (d) proceeding to the next most highly ranked Proposal to finalize or attempt to negotiate the CDA with that Proposer in accordance with this Section 5.12. If option (d) is selected, the Proposer that submitted the next most highly ranked Proposal will be considered the apparent best value Proposer.

In the event CCRMA elects to commence negotiations with a Proposer, such Proposer will be deemed to have failed to engage in good faith negotiations with CCRMA and shall forfeit its Proposal Security as set forth in Section 4.7 if the following circumstances occur: (a) the Proposer fails to attend and actively participate in reasonably scheduled negotiation meetings with CCRMA, or (b) the Proposer insists upon terms or conditions for any documents to be negotiated or provided by Developer hereunder, that are inconsistent with the CDA Documents and, with respect to the Independent Engineer Agreement, that are inconsistent with the Independent Engineer scope of work or which would compromise the independence of the Independent Engineer.

The final form of the CDA will be conformed to include certain material items from the successful Proposal, Form U, and any pre-approved ATCs or AFCs and, if applicable, the Payment and Performance Letter of Credit provisions, as well as any other items provided in the successful Proposal and approved or required by CCRMA for inclusion in the CDA.

5.12.2 Financial Model Audit

The Proposer shall cause an independent audit of the Proposer's Financial Models ("Financial Model Audit") to be conducted by a firm engaged by the Proposer and approved by CCRMA (the "Model Auditor"). Such independent audit shall be at the Proposer's sole cost and expense. Copies of the audit report(s) and opinion(s) shall be co-addressed to CCRMA, and CCRMA shall be expressly identified therein as an entity entitled to rely upon such audit. Proposer shall cause the Financial Model Audit report(s) and opinion(s) to be delivered to CCRMA with its Financial Proposal in accordance with Exhibit C, Section 5.0.

As part of the Financial Model Audit, Proposers shall also provide CCRMA with an opinion from the Model Auditor stating that the Financial Model is suitable for use in connection with the Compensation Event procedures set out in the CDA. The Model Auditor is not required to provide an opinion on whether the financial statements for future periods are in compliance with U.S. GAAP. This opinion, on which CCRMA shall be a co-addressee and expressly entitled to rely, may also result from the independent review of the Financial Model required by the Proposer's lenders.

Prior to engaging the Model Auditor, the Proposer will provide CCRMA with information about the proposed Model Auditor (including qualifications and relevant experience), the proposed terms of engagement (including the proposed form of the model audit opinion) and the level of professional liability coverage (which must cover claims by CCRMA arising from any errors or omissions by the Model Auditor in connection with the Model Audit). The engagement terms with the Model Auditor may limit the Model Auditor's liability to CCRMA for the audit opinion's failure to identify any error(s) in the Financial Model to an amount of no less than four times the fees of the Model Auditor as contained in its contract at the date of Proposal submittal or as subsequently amended, whichever is higher. The Model Auditor chosen by the Proposer must be unaffiliated with the Proposer and otherwise be free of any conflict of interest. Proposer shall submit all requested information concerning the proposed Model Auditor to CCRMA for CCRMA's approval by the applicable last date specified in Section 2.0. CCRMA will provide a decision on the requested Model Auditor pre-approval not later than the last date specified in Section 2.0.

Neither party will be entitled to any revenue payment provisions, based on the results of the Financial Model Audit.

Pursuant to Section 5.2.4 of the CDA, Developer is required to provide an update to the Financial Model Audit within two Business Days after the Effective Date and within two Business Days after the date of Financial Close.

5.12.3 Office of Attorney General Determination

As a condition precedent to final award of the CDA, the Office of the Attorney General shall provide a determination that the proposed CDA is legally sufficient.

5.12.4 Extension of Financial Close

The deadline for Financial Close shall be as set forth in Section 2.0, subject to Proposer's right to extend Financial Close in accordance with this Section 5.12.4 and the CDA. If the Proposal includes only approved financing commitments in accordance with ITP Exhibit C Section 3.2.1, Proposer shall have the option to extend such deadline for an additional 180 days.

The extension option may be exercised only by delivery of written notification of the extension to CCRMA, delivered not less than 10 days prior to the initial Financial Close deadline set forth in Section 2.0. The notification shall identify the extended Financial Close deadline (180 days after the deadline set forth in Section 2.0). If the Proposer does not timely exercise this option, it will expire, and Proposer will have the obligation to achieve Financial Close by the original deadline set forth in Section 2.0.

If Proposer exercises its option to extend Financial Close in accordance with this Section 5.12.4, then as a condition to final award, Proposer shall obtain Financial Close security either in the form of (i) a Financial Close bond in the form of Form L-3 from a Surety rated in the top two categories by two nationally recognized rating agencies or at least A minus (A-) or better and Class VIII or better by A.M. Best and Company, or (ii) a letter of credit in the form of Form L-4 issued by a financial institution with a credit rating of "A" or better according to Standard & Poor's and with an office in Austin, Dallas, Houston or San Antonio at which the letter of credit can be presented for payment. If the Proposal includes approved financing commitments in accordance with ITP Exhibit C Section 3.2.1, either form of Financial Close security shall be in the amount of \$5 million and valid for a period of 180 days after the original deadline of Financial Close set forth in Section 2.0.

The Financial Model shall be adjusted at Financial Close to reflect the actual date of financial closing.

5.13 POST-SELECTION DELIVERABLES

5.13.1 Concession Facility Management Plan

During the period between conditional award and final award of the CDA, the selected Proposer may, but is not required to, submit all or portions of the Concession Facility Management Plan for the Concession Facility review, comment and possible pre-approval. CCRMA encourages such early submittal(s) and will attempt to provide comments to any such submittals generally in accordance with the process and timelines set forth in the CDA, but cannot guaranty that it will in fact undertake such review or provide comments or approval.

5.13.2 Documents To Be Submitted Following Conditional Award

As a condition precedent to final award of the CDA, the successful Proposer shall deliver the following to CCRMA within ten days after notification of conditional award:

- (a) Evidence of authority to transact business in the State of Texas for each

Developer and all other members of the Proposer's team that will transact business in the State, dated no earlier than 30 days prior to the Proposal Due Date. Depending on the form of organization, such evidence may be in the form of (i) a Certificate of Authority to transact business in Texas along with a Certificate of Good Standing from the state of organization of each Developer or other member; (ii) a Certificate of Good Standing from the Texas Comptroller; or (iii) other evidence acceptable to CCRMA.

- (b) If not previously submitted, a copy of the final organizational documents for each Developer and, if a Developer is a limited liability company, partnership or joint venture, for each member or partner of that Developer. The final form of the organizational documents may not differ materially from the draft organizational documents included with the Proposal.
- (c) Increased Proposal Security in the amount of \$5 million, in accordance with Exhibit B, Section 3.3.
- (d) If security for Developer's obligations under the CDA is required by CCRMA pursuant to Exhibit C, Section 2.0, the form of the proposed guarantees, which shall be in form and substance acceptable to CCRMA, in its sole discretion.
- (e) The form of the proposed security for Developer's obligations under the Pre-Development Services as required by Exhibit B, Section 3.3, which shall be subject to approval by CCRMA in its sole discretion and consistent with the commitment made in Form B-2.

During the negotiation period, prior to final award, the Proposer shall deliver drafts of the deliverables identified in Section 6.1.1, for pre-approval by CCRMA; provided, however, that Proposer shall not be required to deliver drafts of the Initial Funding Agreements, Initial Security Documents and the Lender's Direct Agreement prior to execution of the CDA if Proposer timely exercises its option to extend Financial Close under Section 5.12.5.

5.13.3 CCRMA Comments On Post-Selection Deliverables

CCRMA shall provide comments on any Post-Selection Deliverable required to be delivered to CCRMA for review and approval hereunder (including documents required to be approved under Section 5.13.2), within ten days of the date of CCRMA's receipt of such deliverable. CCRMA shall have three Business Days to review and respond to subsequent submittals of the deliverable.

5.14 NEPA IMPACTS TO POST-SELECTION PROCESS

In the event the Proposer is unable to achieve Financial Close by the deadline set forth in Section 1.5 as a result of pending litigation challenging a NEPA Approval filed before lapse of the applicable statute of limitations, the selected Proposer will be excused from reaching Financial Close by the deadline and shall not forfeit its Proposal Security. In

such event, CCRMA may elect to terminate the procurement and/or the selected Proposer may elect to withdraw its Proposal. Neither CCRMA nor any of the Proposers shall be entitled to any compensation whatsoever on account of such termination prior to Financial Close.

5.15 CCRMA POST-SELECTION DELIVERABLES AND NOTIFICATION TO LEGISLATIVE BUDGET BOARD

CCRMA will provide the following documents to the selected Proposer within the specified timeframes, provided all conditions precedent to final award have been satisfied:

- (a) An opinion from the legal counsel for the CCRMA in substantially the form included in the RIDs. A draft will be delivered on or before 30 days prior to the scheduled date of final award, and the final opinion will be delivered on the date of final award. An updated opinion will be provided on the date of Financial Close, if different from final award.
- (b) The fully executed CDA, Lease, Memorandum of Lease, Lease Escrow Agreement, Facility Trust and Security Instruments, and PABs Agreement, conformed for execution, to be delivered no later than seven days before the scheduled date of final award.
- (c) The CTRMA Tolling Services Agreement executed by the CTRMA and in a form that does not materially differ from the form included in Exhibit G.

At least 30 days prior to final award, CCRMA is required to provide the Legislative Budget Board and the State Auditor with the following, as compliance with Sections 371.052 and 371.151 of the Code: (i) a copy of the CDA; (ii) a copy of the selected apparent best value Proposal, or, if applicable, the next best value Proposal; (iii) a financial forecast prepared by CCRMA for the Project; and (iv) a copy of CCRMA's traffic and revenue report for the Project. CCRMA is also required, pursuant to Sections 371.052 and 371.151 of the Code, to publish certain financial information of the selected best value Proposer.

SECTION 6.0 FINAL CONTRACT AWARD AND EXECUTION; POST-EXECUTION ACTIONS

6.1 FINAL AWARD, EXECUTION AND DELIVERY OF CDA

The following are conditions precedent to final award of the CDA: (a) successful completion of negotiations (if held), (b) concurrence in award by FHWA, (c) receipt by CCRMA of all of the documents required to be provided prior to execution of the CDA under this Section 6.1, and (d) any other conditions required by the CCRMA Board. Final award will be evidenced by execution of the CDA by the CCRMA Coordinator or his designee.

Upon satisfaction of the foregoing conditions, CCRMA will deliver two sets of execution copies of the CDA to the selected Proposer along with the number of sets of execution copies reasonably requested by the Proposer. The selected Proposer shall obtain all required signatures and deliver all of the execution sets to CCRMA within seven Business Days of receipt, together with the required documents described in Section 6.1.1 below. If the Developer is a joint venture or a partnership, the CDA must be executed by all joint venture members or general partners, as applicable. Within 15 Business Days of CCRMA's receipt of all such documents and satisfaction of all conditions precedent, CCRMA will execute the agreements, retain four sets and deliver the other executed sets to the Proposer. Final award shall be deemed to have occurred upon delivery of the fully executed sets to the Proposer.

6.1.1 Documents to Be Delivered By Proposer With Executed CDA

The Proposer shall deliver the documents listed below to CCRMA concurrently with the executed CDA, as a condition to execution of the CDA by CCRMA. On or before the date that CCRMA delivers the execution sets of the CDA to the Proposer, CCRMA shall notify the Proposer regarding the number of originals and copies required to be delivered.

- (a) Evidence of approval of the final form of the CDA, and of due authorization, execution, delivery and performance of the CDA by Developer thereunder and (if Developer is a joint venture) by its joint venture members. Such evidence shall be in form and substance satisfactory to CCRMA. If Developer is a corporation, such evidence shall be in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If Developer is a partnership, such evidence shall be in the form of a resolution signed by the general partners and appropriate evidence of authorization for each of the general partners, in each case, certified by an appropriate officer of the general partner. If Developer is a limited liability company, such evidence shall be in the form of (1) a resolution of the governing body of the limited liability company, certified by an appropriate officer of the company, or (2) a managing member(s) resolution, certified by an appropriate officer of the managing member(s), or (3) if there is no managing member, a resolution from each member certified by an appropriate officer of such member.

If the Developer is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate officer of such joint venture member.

- (b) A written opinion from counsel for Developer, which counsel shall be approved by CCRMA (which may be in-house or outside counsel, provided that the organization/authorization/execution opinion shall be provided by an attorney licensed in the State of the formation/organization of the entity for which the opinion is rendered (i.e., Developer, joint venture member, etc.) and the qualification to do business in Texas and the enforceability opinion shall be provided by an attorney licensed in the State of Texas), in substantially the form attached hereto as Form N (with such changes as agreed to by CCRMA in its sole discretion), provided, however, that the organization/authorization/execution opinion for an entity formed or organized under the laws of the State of Delaware may be issued by an in-house or outside counsel not licensed in Delaware;
- (c) Evidence of insurance required to be provided by Developer under the CDA;
- (d) Evidence that each Developer and Major Participants hold all licenses required for performance of the Work;
- (e) Executed Lease and Lease Escrow Agreement (in a form approved by CCRMA for (i) consistency with the CDA, (ii) inclusion of a provision naming CCRMA as a third party beneficiary, and (iii) inclusion of provisions prohibiting the release of escrowed documents to any party without CCRMA's approval);
- (f) Executed copies of the Intellectual Property Escrow Agreement(s) in substantially the form attached hereto as Form Q (with such changes as agreed to by CCRMA in its sole discretion);
- (g) Executed Facility Trust Agreement (in the form of Exhibit J) and the Facility Trust and Security Instruments;
- (h) Copy of executed CTRMA Tolling Services Agreement (in the form of Exhibit G);
- (i) Copy of Independent Engineer Agreement (substantially in the form of Exhibit H-1 with such changes as agreed to by Proposer, CCRMA and the Independent Engineer) executed by Proposer and the Independent Engineer;
- (j) CCRMA approved DBE Performance Plan in accordance with the requirements of Section 1.9 of the ITP and the CCRMA DBE Policy Statement in Exhibit D of the CDA;
- (k) Commitments for payment and performance security as follows:
 - i. A letter from a licensed Surety, rated in the top two categories by two

nationally recognized rating agencies or at least A minus (A-) or better and Class VIII or better by A.M. Best and Company, signed by an authorized representative as evidenced by a current certified power of attorney, committing to provide Payment and Performance Bonds, each in the amount of \$5 million and in form acceptable to CCRMA, as described in Section 16.2 of the CDA. If multiple Surety letters are provided, the Proposal shall identify which Surety will be the lead Surety. The commitment letter may include no conditions, qualifications, or reservations for underwriting or otherwise, other than a statement that the commitment is subject to award and execution of the CDA, execution and delivery of the Design Build Contract, and issuance of NTP2; provided, however, that the Surety may reserve in its letter the right to reasonably approve any material adverse changes made to the CDA, the Technical Provisions or the Design Build Contract following the date of the letter. The Surety letter must commit to issuance of a bond on behalf of the Proposer's Design Build Contractor, naming CCRMA as a dual obligee; or

- ii. A letter from a financial institution licensed to do business in the State of Texas with a credit rating of "A" or better according to Standard & Poors and with an office in the United States at which the Payment and Performance Letter of Credit can be presented for payment by facsimile or by electronic means, signed by an authorized representative as evidenced by a current certified power of attorney, committing to provide the Payment and Performance Letter of Credit in a form acceptable to CCRMA, in the amount of \$5 million. The commitment letter may include no conditions, qualifications, or reservations or otherwise, other than a statement that the commitment is subject to final award, issuance of NTP2 and execution and delivery of the Design-Build Contract. The letter must commit to issuance of the Payment and Performance Letter of Credit on behalf of the Proposer's Design-Build Contractor, naming CCRMA either as the beneficiary thereof or as a transferee beneficiary thereof;
- (l) If security for the Proposer's obligations under the CDA is required by CCRMA pursuant to Exhibit C, Section 2.0, guarantees from Guarantor(s) in the form previously approved by CCRMA;
- (m) The security for the Pre-Development Services in the form previously approved by CCRMA;
- (n) Unless Proposer has timely exercised its option to extend Financial Close in accordance with the terms of Section 5.12.5, executed Lender's Direct Agreement (in the form of Exhibit 25 to the CDA) and copies of executed Initial Funding Agreements and Initial Security Documents.
- (o) If applicable, a valid and binding form of Financial Close security pursuant to Section 5.12.5.

- (p) Any other requirements identified by CCRMA as a condition to award or execution or determined during pre-award negotiations.

6.2 DEBRIEFINGS

All Proposers submitting Proposals will be notified in writing of the results of the evaluation process. Proposers not selected for award may request a debriefing. Debriefings shall be provided at the earliest feasible time after execution of the CDA. The debriefing shall be conducted by a procurement official familiar with the rationale for the selection decision and the award of the CDA.

Debriefings shall:

- (a) Be limited to discussion of the unsuccessful Proposer's Proposal and may not include specific discussion of a competing Proposal;
- (b) Be factual and consistent with the evaluation of the unsuccessful Proposer's Proposal; and
- (c) Provide information on areas in which the unsuccessful Proposer's Technical Proposal had weaknesses or deficiencies.

Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual members of the ESRC, but may include a summary of the rationale for the selection decision and the award of the CDA.

6.3 DISPOSITION OF ESCROWED MATERIALS FOLLOWING CONCLUSION OF PROCUREMENT PROCESS

Concurrently with delivery of the executed CDA, Developer will execute and deliver the Intellectual Property Escrow Agreement(s) (Form Q, with such changes as agreed to by CCRMA in its sole discretion) to the Escrow Agent, allowing the Escrowed Materials to be transferred to the Intellectual Property Escrow and to be available for review by the parties as described in the CDA.

In accordance with the procedures set forth in the Escrow Agreement (Form M), each unsuccessful Proposer shall have the right to retrieve its Escrowed Materials after the CDA has been executed and delivered, after CCRMA rejects all of the Proposals or after CCRMA terminates this procurement.

SECTION 7.0 PROTESTS

7.1 APPLICABILITY

This Section 7.0 and Section 27.6 of Title 43 of the Texas Administrative Code set forth the exclusive protest remedies available with respect to this RFP and prescribe exclusive procedures for protests regarding:

- (a) allegations that the terms of the RFDP are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed CCRMA's authority;
- (b) a determination as to whether a Proposal is responsive to the requirements of the Request for Proposals, as applicable; and
- (c) award of the CDA.

7.2 REQUIRED EARLY COMMUNICATION FOR CERTAIN PROTESTS

Protests concerning the issues described in Section 7.1(a) may be filed only after the Proposer has informally discussed the nature and basis of the protest with CCRMA, following the procedures for those discussions prescribed in the RFDP.

7.3 DEADLINES FOR PROTESTS

7.3.1 Protests concerning the issues described in Section 7.1(a) must be filed as soon as the basis for the protest is known, but no later than 20 days prior to the Proposal Due Date, unless the protest relates to an Addendum to the RFDP, in which case the protest must be filed no later than five business days after the Addendum is issued.

7.3.2 Protests concerning the issues described in Section 7.1(b) must be filed no later than five business days after receipt of the notification of non-responsiveness.

7.3.3 Protests concerning the issues described in Section 7.1(c) must be filed no later than ten business days after the earliest of the Commission's conditional award, and the public announcement of the apparent best value Proposer.

7.4 CONTENT OF PROTEST

Protests shall completely and succinctly state the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

7.5 FILING OF PROTEST

Protests shall be filed by hand delivery on or before the applicable deadline to the Authorized Representative specified in Section 3.1 above, with a copy to Locke Lord

Bissell & Liddell LLP, attention Brian Cassidy, 100 Congress Avenue, Suite 300, Austin, TX 78701, as soon as the basis for protest is known to the Proposer. The Proposer filing the protest shall concurrently submit a copy of the protest to the other Proposers whose addresses may be obtained from the FTP site.

7.6 COMMENTS FROM OTHER PROPOSERS

Other Proposers may file statements in support of or in opposition to the protest within seven days of the filing of the protest. CCRMA shall promptly forward copies of all such statements to the protestant. Any statements shall be sworn and submitted under penalty of perjury.

7.7 BURDEN OF PROOF

The protestant shall have the burden of proving its protest. CCRMA may, in its sole discretion, discuss the protest with the protestant and other Proposers. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

7.8 DECISION ON PROTEST

The RMA Coordinator or his designee shall issue a written decision regarding the protest within 30 days after the filing of the detailed statement of protest. If necessary to address the issues raised in a protest, CCRMA may, in its sole discretion, make appropriate revisions to the RFP by issuing Addenda.

7.9 PROTESTANT'S PAYMENT OF COSTS

If a protest is denied, the Proposer filing the protest shall be liable for CCRMA's costs reasonably incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by CCRMA as a consequence of the protest.

7.10 RIGHTS AND OBLIGATIONS OF PROPOSERS

Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest provided in this Section 7.10, and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this Section, it shall indemnify and hold CCRMA and its officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a Proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

SECTION 8.0 CCRMA RIGHTS AND DISCLAIMERS

8.1 CCRMA RIGHTS

CCRMA may investigate the qualifications and Proposal of any Proposer under consideration, may require confirmation of information furnished by a Proposer and may require additional evidence of qualifications to perform Developer's obligations under the CDA. CCRMA reserves the right, in its sole discretion, to:

- (a) Develop the Project and any facility in any manner that it, in its sole discretion, deems necessary;
- (b) Reject any or all of the Proposals;
- (c) Modify any dates set or projected in this RFDP and extend any deadlines;
- (d) Cancel, modify or withdraw the RFDP in whole or in part;
- (e) Terminate this procurement and commence a new procurement for part or all of the Project or the Concession Facility;
- (f) Terminate evaluations of Proposals received at any time, in its sole discretion;
- (g) Suspend, discontinue or terminate negotiations of the CDA at any time, elect not to commence negotiations of the CDA with any responding Proposer and engage in negotiations with other than the highest ranked Proposer;
- (h) Modify the procurement process (with appropriate notice to Proposers);
- (i) Waive or permit corrections to data submitted with any response to this RFDP until such time as CCRMA declares in writing that a particular stage or phase of its review of the responses to this RFDP has been completed and closed;
- (j) Permit submittal of addenda and supplements to data previously provided in a Proposal pursuant to a request for clarification issued by CCRMA until such time as CCRMA declares that a particular stage or phase of its review of the responses to this RFP has been completed and closed;
- (k) Appoint evaluation committees to review Proposals, make recommendations and seek the assistance of outside technical experts and consultants in Proposal evaluation;
- (l) Disclose information contained in a Proposal to the public as described herein;
- (m) Approve or disapprove changes in the Key Personnel identified in the QS;

- (n) Approve or disapprove changes in the Proposer's organization;
- (o) Accept a Proposal other than that which offers the highest total payment to CCRMA;
- (p) Waive deficiencies, informalities and irregularities in Proposals; accept and review a non-conforming Proposal or seek clarifications or modifications to a Proposal;
- (q) Not issue a notice to proceed after execution of the CDA;
- (r) Request or obtain additional information about any Proposal from any source; and
- (s) Exercise any other right reserved or afforded to CCRMA under this RFDP and applicable Law.

8.2 CCRMA DISCLAIMERS

This RFP does not commit CCRMA to enter into a contract. CCRMA and the State of Texas assume no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFDP. All of such costs shall be borne solely by each Proposer and Proposer team.

In no event shall CCRMA be bound by, or liable for, any obligations with respect to the Project, including the Concession Facility, until such time (if at all) as the CDA, in form and substance satisfactory to CCRMA, has been authorized and executed by CCRMA and, then, only to the extent set forth therein. In submitting a Proposal in response to this RFDP, the Proposer is specifically acknowledging these disclaimers.

**XIX. CONSIDERATION AND APPROVAL OF WORK
AUTHORIZATION NO. 37 FOR THE PREPARATION OF
A TRANSPORTATION REINVESTMENT ZONE**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

WORK AUTHORIZATION NO. 37
Transportation Reinvestment Zones

This Work Authorization No. 37 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

Part 1. The CONSULTANT will provide the following engineering services:

Support the AUTHORITY in the analysis of a Transportation Reinvestment Zone (TRZ) in Cameron County. The responsibilities of the AUTHORITY, the CONSULTANT and the schedule are further detailed in Exhibits A, B, and C.

Part 2. Without modification, the amount payable for services performed under this Lump Sum Work Authorization No. 37 is **\$541,074.00**. A fee schedule used to establish the amount payable is attached hereto as Exhibit D. The CONSULTANT may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the services actually rendered, within the total lump sum amount.

The lump sum includes compensation for the services, subconsultant costs, if any, and appropriate factors for labor, overhead, profit and reimbursable expenses.

Although the CONSULTANT recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the services or the project; (b) conditions under which the services are required to be performed; or (c) duration of the services, if a change in the schedule warrants such adjustment in accordance with the terms of this Agreement.

Part 3. Payment to the CONSULTANT for the services established under this Work Authorization No. 37 shall be made in accordance with the Agreement.

Part 4. This Work Authorization No. 37 is effective as of November 4, 2010 and shall terminate May 31, 2011, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization No. 37 does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization No. 37 is hereby accepted and acknowledged below.

CONSULTANT
HNTB Corporation

AUTHORITY:
Cameron County Regional Mobility Authority

By: Richard L. Ridings
Signature

By: David E. Allex
Signature

Richard L. Ridings, P.E.
Printed Name

David E. Allex
Printed Name

Vice President
Title

Chairman
Title

1/6/11
Date

1-6-11
Date

LIST OF EXHIBITS

- Exhibit A - Services to be Provided by the Authority
- Exhibit B - Services to be Provided by the Consultant
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

**XX. CONSIDERATION AND APPROVAL OF WORK
AUTHORIZATION NO. 45 FOR THE PREPARATION OF
A PASS THROUGH FINANCING APPLICATION FOR U.S.
77 IMPROVEMENTS AND SH 550 DIRECT
CONNECTORS**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

WORK AUTHORIZATION NO. 45
Pass Through Finance Application

This Work Authorization No. 45 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

Part 1. The CONSULTANT will provide the following engineering services:

Support the AUTHORITY in the development of a Pass Through Tolling Application for Interstate 69 from Brownsville to Robstown and submit to TxDOT no later than March 1, 2011. The responsibilities of the AUTHORITY, the CONSULTANT and the schedule are further detailed in Exhibits A, B, and C.

Part 2. Without modification, the amount payable for services performed under this Lump Sum Work Authorization No. 45 is **\$149,743.00**. A fee schedule used to establish the amount payable is attached hereto as Exhibit D. The CONSULTANT may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the services actually rendered, within the total lump sum amount.

The lump sum includes compensation for the services, subconsultant costs, if any, and appropriate factors for labor, overhead, profit and reimbursable expenses.

Although the CONSULTANT recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the services or the project; (b) conditions under which the services are required to be performed; or (c) duration of the services, if a change in the schedule warrants such adjustment in accordance with the terms of this Agreement.

Part 3. Payment to the CONSULTANT for the services established under this Work Authorization No. 45 shall be made in accordance with the Agreement.

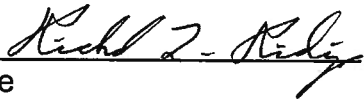
Part 4. This Work Authorization No. 45 is effective as of January 6, 2011 and shall terminate December 31, 2011, unless extended by a Supplemental Work Authorization.

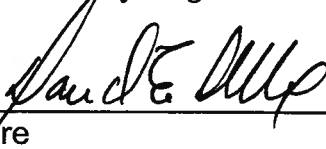
Part 5. This Work Authorization No. 45 does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization No. 45 is hereby accepted and acknowledged below.

CONSULTANT
HNTB Corporation

AUTHORITY:
Cameron County Regional Mobility Authority

By: 
Signature

By: 
Signature

Richard L. Ridings, P.E.
Printed Name

David E. Allex
Printed Name

Vice President
Title

Chairman
Title

1/6/11
Date

1-16-11
Date

LIST OF EXHIBITS

- Exhibit A - Services to be Provided by the Authority
- Exhibit B - Services to be Provided by the Consultant
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

**XXI. CONSIDERATION AND APPROVAL OF REQUEST BY
THE VALLEY LAND FUND FOR ASSISTANCE ON THE
MITIGATION REQUIRED FOR THE WEST RAIL
RELOCATION PROJECT**



December 20, 2010

Pete Sepulveda, Jr.
Cameron County
1100 E. Monroe, Suite 256
Brownsville, Texas 78520

Dr. Mr. Sepulveda,

Thank you for inviting me to participate in the ground-breaking ceremony for the West Rail Relocation Project. It was truly a historical event and the new railway will serve the people of Brownsville and Cameron County for another hundred years.

The Valley Land Fund is happy to be a part of such an important project. As you know, our involvement began in July of 2009. We were contacted by the Texas Parks and Wildlife Department and a representative of the HNTB engineering firm to locate a site appropriate for mitigation. We surveyed numerous wetlands locations along Resacas in Brownsville, along the Arroyo Colorado, and near the Palo Alto Battlefield. Each location required field visits, mapping and assessments of mitigation value. These sites were all under the conservation control of the Valley Land Fund, either through a conservation easement or land that we owned fee simple. After seven months of testing sites it was determined that none of these sites met the required specifications.

I suggested a site that I felt had the specifications, but was not currently under a conservation easement. After an aerial mapping survey of the site, the representatives from the U.S. Army Corps of Engineers (USACE) and HNTB met with me and the property owner to explore the mitigation values of this site. The owners of the estate, located south of Rancho Viejo, are very private people and wanted to protect a beautiful Ebony forest and the shorelines of their large Resaca. I assured them that we intended to permanently protect their property and, per the terms of the mitigation plan, would introduce attractive native plants to the shores of their Resaca. They agreed to move forward on the conservation easement, but had reservations about the mitigation work.

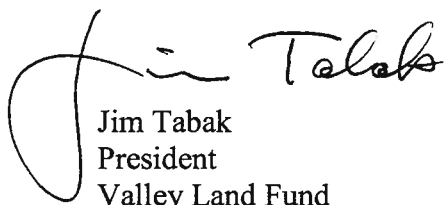
We have now met on several occasions with the owners of the property in question and have received their commitment to allow the mitigation project as described in the final plan to proceed. We shall now begin work on the conservation easement and baseline documents. These documents and several attachments must be prepared in a very professional manner in order to satisfy federal and state statutes. We expect the review by USACE and the Texas Commission on Environmental Quality to raise additional questions and may require more reports or additional attachments.

As of this date, Valley Land Fund has not received any funding for the work that we have completed thus far, or the work needed to complete the baseline document and the conservation easement. We will be working on the final documents over the holidays and expect drafts version to be available in late March, 2011. In the meantime, we have met with HNTB to schedule activities to actually conduct the mitigation work while we finalize the easement documents. We understand the urgency to complete the mitigation work and we also understand the landowners' concerns with privacy and with the disruptions to their business and family life, caused by the mitigation.

As I mentioned at the ground-breaking of the railroad, the board of the Valley Land Fund met on Tuesday December 14, 2010, and authorized me to request \$40,000 from Cameron County. These funds will compensate the Valley Land Fund for work completed in the identification of an appropriate site for fresh water mitigation and the securing of a permanent conservation easement on property to be used in conjunction with the West Rail Mitigation Plan. The final conservation easement will detail the history of the mitigation property, the specifics of the native plantings, and other details to confirm that the Resaca will be permanently protected and the creation of a riparian corridor will be established and protected. Checks may be made payable to the Valley Land Fund, and should be mailed to the address below.

Again, I thank you for allowing the Valley Land Fund to assist the people of Cameron County and the City of Brownsville with this very important and historical railway project.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Tabak". The signature is fluid and cursive, with the first name "Jim" written in a large, stylized loop.

Jim Tabak
President
Valley Land Fund