THE STATE OF TEXAS

§

COUNTY OF CAMERON

§

BE IT REMEMBERED on the 9th day of January, 2014, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the Joe G. Rivera and Aurora de la Garza County Annex thereof, in San Benito, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:	PRESENT:
12:00 Noon	
12.00	CHAIRPERSON
	MICHAEL SCAIEF
	DIRECTOR
	DIRECTOR
	NAT LOPEZ
	DIRECTOR
	DIRECTOR
	HORACIO BARRERA
	DIRECTOR
	MARK ESPARZA
	DIRECTOR
	Secretary
	DAVID E. ALLEX
	ABSENT
	DAVID N. GARZA
	ABSENT
	RUBEN GALLEGOS, JR.

In the absence of Chairman David E. Allex, Treasurer Michael Scaief presided over the Meeting. The Meeting was called to order by Treasurer Scaief, at 12:07 P.M. At this time, the Board considered the following matters as per RMA Agenda posted and filed for Record in the Office of the County Clerk on this 6th day of January 2014 at 9:44 A.M.

ABSENT



AGENDA

Regular Meeting of the Board of Directors of the

Accepted for Filins in: Cameron County

Cameron County Regional Mobility Authority On: Jan 06:2014 of 09:444

Massie Pena

Joe G. Rivera and Aurora de la Garza County Annex 1390 West 169E San Benito, Texas 78586

Thursday, January 9, 2014

12:00 Noon

PUBLIC COMMENTS:

1. Public Comments

CONSENT ITEMS:

- 2. All Item(s) under the Consent RMA Agenda are heard collectively unless opposition is presented, in which case the contested Item will be considered, discussed, and appropriate action taken separately
 - A. Consideration and Approval of the Minutes for:

December 20, 2013 - Special Meeting

- B. Consideration and Approval of the Financials for the Month of December 2013
- C. Consideration and Approval of a One year extension on the Bank Depository Agreement with IBC Bank
- D. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and RODS Aerial Mapping for Aerial Mapping Services
- E. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Sullivan Public Affairs
- F. Consideration and Approval of Proclamatio0n honoring Phil Wilson, Texas Department of Transportation Executive Director

G. Consideration and Approval of Supplemental Agreement No. 1 to Construction Management Services for the SH 550 Contract with S&B Infrastructure, LTD for the SH 550 Mitigation Coordination

ITEMS FOR DISCUSSION AND ACTION:

- 3. Action Items
 - A. Approval of Claims
 - B. Discussion and Presentation by a Texas County and District Retirement System Representative regarding Retirement Benefits for CCRMA Employees
 - C. Consideration and Approval of Health Care and Retirement Benefits for Cameron County Regional Mobility Authority Employees
 - D. Consideration and Approval of the Cameron County Regional Mobility Authority Employee Handbook
 - E. Discussion and Possible Action Regarding the Selection of a Vice Chairman, Secretary and Treasurer
 - F. Consideration and Acknowledgement of GEC Report for December 2013
 - G. Discussion and Consideration on Status of the SH 550 Direct Connector project
 - H. Discussion and Possible Action regarding Completion Bonds for the SH 550 Direct Connector Project
 - I. Consideration and Approval of Financial Assistance Agreement for the SPI 2nd Access Project and Authorizing Chairman David E. Allex to Execute the Financial Assistance Agreement
 - J. Consideration and Approval of Financial Assistance Agreement for the Outer Parkway Project and Authorizing Chairman David E. Allex to Execute the Financial Assistance Agreement
 - K. Discussion and Possible Action regarding Traffic and Revenue Studies for the SPI 2nd Access Project and the Outer Parkway Project

EXECUTIVE SESSION ITEM:

4. Executive Session

A. Deliberation and Discussion regarding acquisition of Parcel 8 and Parcel 3(E) for the West Rail Relocation Project pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072

5. Action Relative to Executive Session

A. Possible Action

ADJOURNMENT:

_ day of January 2014

David E. Allex Chairman

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None were presented.

CONSENT ITEMS

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

Director Lopez moved to approve Consent Items 2-A through 2-G. The motion was seconded by Director Barrera and carried unanimously.

Direc	tor Barrera and carried unanimously.
2-A	Consideration and Approval of the Minutes for:
	December 20, 2013 – Special Meeting
2-B	Consideration and Approval of the Financials for the Month of December 2013
	The Financials are as follows:
2-C	Consideration and Approval of a One year extension on the Bank Depository Agreement with IBC Bank
	The Agreement is as follows:
2-D	Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and RODS Aerial Mapping for Aerial Mapping Services
	The Agreement is as follows:
2-E	Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Sullivan Public Affairs
	The Agreement is as follows:

2-F	Consideration and Approval of Proclamation honoring Phil Wilson, Texas Department of Transportation Executive Director
	The Proclamation is as follows:
2-G	Consideration and Approval of Supplemental Agreement No. 1 to Construction Management Services for the SH 550 Contract with S&B Infrastructure, LTD for the SH 550 Mitigation Coordination
	The Supplemental Agreement No. 1 is as follows:
	ACTION ITEMS
3-A	Approval of Claims
	The attached claims were presented to the Board of Directors for approval.
	Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the Claims into the record.
Barrera	Director Esparza moved to approve the Claims as presented. The motion was seconded by Director and carried unanimously.
	The Claims are as follows:
3-B	Discussion and Presentation by a Texas County and District Retirement System Representative regarding Retirement Benefits for CCRMA Employees
	Ms. Kristina Acuna, Employer Services Representative, Texas County & District Retirement System, presentation regarding the Retirement System Benefits for CCRMA employees. Attached to the is the Power Point Presentation.
Barrera	Director Esparza moved to acknowledge the presentation. The motion was seconded by Director and carried unanimously.
	The Presentation is as follows:
3-C	Consideration and Approval of Health Care and Retirement Benefits for Cameron County Regional Mobility Authority Employees
	Director Esparza moved to TABLE this item. The motion was seconded by Director Lopez and unanimously.

3-D	Consideration a	and Approval	of the	Cameron	County	Regional	Mobility	Authority	Employee
	Handbook				•	Ü		•	

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

3-E Discussion and Possible Action Regarding the Selection of a Vice Chairman, Secretary and Treasurer

Director Esparza moved to TABLE this item. The motion was seconded by Director Lopez and carried unanimously.

3-F Consideration and Acknowledgement of GEC Report for December 2013

Mr. Jimmy Berry and Mr. Richard Ridings with HNTB went over the GEC Report and a Power Point Presentation on the West Rail and Olmito Projects.

Director Esparza moved to acknowledge the GEC Report and the Presentation. The motion was seconded by Director Lopez and carried unanimously.

The Report and Presentation are as follows:

3-G Discussion and Consideration on Status of the SH 550 Direct Connector project

Mr. Agustin Ramirez with S&B Infrastructure went over a Power Point Presentation regarding the status of the SH 550 Direct Connector Project.

Director Esparza moved to acknowledge the SH 550 Direct Connector Project. The motion was seconded by Director Barrera and carried unanimously.

The Presentation is as follows:

3-H Discussion and Possible Action regarding Completion Bonds for the SH 550 Direct Connector Project

Mr. Dave Gordon with Estrada Hinojosa, Cameron County Regional Mobility Authority's Financial Advisors, went over a Financial Presentation on Completion Bonds for the SH 550 Direct Connector Project. Mr. Gordon went over potential financial scenarios for the Completion Bonds. Mr. Gordon explained that a presentation would be give to the Cameron County Commissioners Court on Wednesday, January 10th.

Director Esparza moved to acknowledge the presentation. The motion was seconded by Director Barrera and carried unanimously.

The	Presentation	is as follows:		

3-I	Consideration and Approval of Financial Assistance Agreement for the SPI 2nd Access Project
	and Authorizing Chairman David E. Allex to Execute the Financial Assistance Agreement

Director Barrera moved to TABLE this item. The motion was seconded by Director Lopez and carried unanimously.

3-J Consideration and Approval of Financial Assistance Agreement for the Outer Parkway Project and Authorizing Chairman David E. Allex to Execute the Financial Assistance Agreement

Director Barrera moved to TABLE this item. The motion was seconded by Director Lopez and carried unanimously.

3-K Discussion and Possible Action regarding Traffic and Revenue Studies for the SPI 2nd Access Project and the Outer Parkway Project

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item and went over the options to conduct the Traffic and Revenue Studies needed for the Outer Parkway and SPI 2nd Access Projects. Mr. Sepulveda mentioned that the Cameron County Regional Mobility Authority (CCRMA) could procure and fund the studies or that the CCRMA could request the Texas Department of Transportation (TxDOT) to utilize one of their Evergreen Contracts and secure the services of a Consultant to perform the Traffic and Revenue Studies needed. TxDOT would fund the studies if they utilize their Evergreen Contract. Mr. Sepulveda recommended to utilize TxDOT's Evergreen Contract to secure a Consultant to perform the Traffic and Revenue Studies.

Director Barrera moved to approve Staff's recommendation and utilize the Texas Department of Transportation's Evergreen Contract. The motion was seconded by Director Lopez and carried unanimously.

EXECUTIVE SESSION ITEMS

Director Esparza moved to TABLE this item. The motion was seconded by Director Lopez and carried unanimously. Director Barrera abstained.

EXECUTIVE SESSION:

4-A Deliberation and Discussion regarding acquisition of Parcel 8 and Parcel 3(E) for the West Rail Relocation Project pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Esparza seconded by Director Lopez and carried unanimously the meeting was ADJOURNED at 1:38 P.M.

APPROVED this 29 th January 2014.

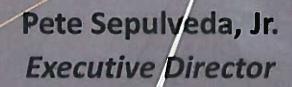
ATTESTED: SECRETARY PUREN CALL

SECRÉTARY RUBEN GALLEGOS, JR.

2-B CONSIDERATION AND APPROVAL OF THE FINANCIALS FOR THE MONTH OF DECEMBER 2013



December 2013
Monthly Financial Report



Jesus Adrian Rincones, CPA, CFE
Controller

Balance Sheet As of 12/31/2013 (In Whole Numbers)

	Current Year
ASSETS	
Current Assets:	
Cash and cash equivalents	
CCRMA Claims Account	435 716
CCRMA Operating Fund	425,716
CCRMA Toll Revenue Funds	3,916,883
CCRMA Bond/Debt Funds	168,389
2010 A Debt Reserve	627,503
	1,038,587
2010 A Debt Service	693,444
2010 B Debt Reserve	1,218,153
2010 B Debt Service	253,826
2012 Bond CAPI funds	3,207,408
2012 Bond Operating Fund	56,356
2012 Bond Project Funds	23,089,111
2012 Bonds Rate Stabilization Fund	434,867
Total Cash and cash equivalents	35,130,243
Accounts receivable	
Accounts Receivable - Customers	4,700
Vehicle Registration Fees - Receivable	411,140
TxDot - SH550 PTT	11,639,012
Due From CCRMA Funds	16,802,687
Due to CCRMA Funds	(16,802,687)
Total Accounts receivable	12,054,852
Accounts receivable - other agencies	
Accounts Receivable - Other Agencies	3,683,736
Total Accounts receivable - other agencies	3,683,736
Prepaid expenses	
Prepaid Other Expense	8,419
Total Prepaid expenses	8,419
Total Current Assets:	50,877,250
Non Current Assets:	
Capital assets, net	
Furnishings & Equipment	3,912,350
Accumulated Depreciation-Furnishings & Equipment	(316,723)
Infrastructure & Utilities	13,444,832
Accumulated Depreciation-Infrastructure	(323,956)
Total Capital assets, net	16,716,503
Capital projects in progress	10,000
CIP - Preliminary Engineering & Design	3,123,645
CIP - Environmental Studies	9,442,054
CIP - Mitigation	706
CIP - Construction	21,665,032
CIP - Construction Engineering	17,481
CIP - Construction Management	1,143,348
CIP - Direct Legal Costs	8,972
CIP - Capitalized Interest	1,428,587
CIP - Indirect Administration and Overhead	
	30 25 830 855
Total Capital projects in progress Other assets	36,829,855
- 	20 202 3
Other Assets Total Other assets	39,392,799
	39,392,799
Unamortized bond issue costs	

Balance Sheet As of 12/31/2013 (In Whole Numbers)

	Current Year
2010A Unamortized Premium	(70,327)
2012 Unamortized Premium	(4,309,435)
Total Unamortized bond Issue costs	(4,379,762)
Total Non Current Assets:	88,559,395
Total ASSETS	139,436,645
LIABILITIES	
Current Liabilities	
Accounts payable	
Accounts Payable	2,655,523
Total Accounts payable	2,655,523
Accrued expenses	i
Accrued Expense	425,085
Total Accrued expenses	425,085
Deferred revenue	
Deferred Revenue	123,679
Deferred SH550 PTT	11,639,012
Total Deferred revenue	11,762,691
Total Current Liabilities	14,843,298
Non Current Liabilities	• •
Due to other agencies	
Cameron County	250,000
Due to other Govts	2,014,428
Total Due to other agencies	2,264,428
Due to TxDot	
Union Pacific - West Rail Project	25,421,972
Union Pacific - Olmito Switchyard	9,028,321
TxDot FAA - South Padre Island	5,679,528
TxDot FAA - West Parkway	2,244,589
Total Due to TxDot	42,374,410
Long term bond payable	
2010A Bonds Payable	12,245,000
2010A Unamortized Bond Discount	(226,797)
2010B Bonds Payable	15,535,000
2010B Unamortized Bond Discount	(249,681)
2012 Bonds Payable	40,000,000
2012 Unamortized Discount	(842,754)
Total Long term bond payable	66,460,768
Total Non Current Liabilities	111,099,606
Total LIABILITIES	125,942,904
NET ASSETS	
Beginning net assets	
Net Assets	8,938,942
Total Beginning net assets	8,938,942
Changes in net assets	
Total Channels and annual	4,554,799
Total Changes in net assets	4,554,799
Total NET ASSETS	13,493,741
TOTAL LIABILITIES AND NET ASSETS	139,436,645

Statement of Revenues, Expenditures And Changes in Net Assets - Unposted Transactions Included In Report From 12/1/2013 Through 12/31/2013

(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Operating Revenues				
Vehicle registration fees	203,080	598,290	2,800,000	(2,201,710)
Toll revenues	20,850	56,961	200,000	(143,039)
TRZ revenue	20,030	0	300,000	(300,000)
Other revenue	11.337	4,012,027	0	4,012,027
Total Operating Revenues	235,268	4,667,278	3,300,000	1,367,278
Total operating Revenues	233,200	4,007,270	3,300,000	1,307,270
Operating Expenses				
Personnel costs	12,727	35,376	571,800	536,424
Professional services	0	0	25,000	25,000
Contractual services	14,500	43,133	204,000	160,867
Debt interest	0	. 0	4,061,700	4,061,700
Project expenses	0	0	138,200	138,200
Advertising & marketing	0	0	40,000	40,000
Data processing	402	1,512	10,000	8,488
Dues & memberships	370	2,470	9,500	7,030
Education & training	264	804	11,000	10,196
Fiscal agent fees	0	0	15,000	15,000
Insurance	216	216	31,800	31,584
Office supplies	1,637	6,645	10,000	3,355
Road maintenance	. 0	4,674	150,000	145,326
Rent	1,050	2,100	11,000	8,900
Toll services	2,523	7,245	50,000	42.755
Travel	2,588	8,735	40,000	31,265
Utilities	753	1,800	15,000	13,200
Total Operating Expenses	37,031	114,711	5,394,000	5,279,289
Non Operating Revenue				
Interest income	789	2,231	0	2,231
Total Non Operating Revenue	789	2,231		2,231
Total Not Operating Revenue_	703	2,21		
Changes in Net Assets	199,026	4,554,799	(2,094,000)	6,648,799
Net Assets Beginning of Year				
	13,294,716	8,938,942	0	8,938,942
Net Assets End of Year	13,493,741	13,506,531	(2,094,000)	15,600,531

Statement of Cash Flows As of 12/31/2013

	Current Period
Cash Flows from Operating Activities	
Receipts from Vehicle Registration Fees	202,640.00
Receipts from Toll Revenues	25,550.44
Receipts from Grants and other Income	(768,809.54)
Payments to Vendors	(37,744.42)
Payments to Employees	(12,727.42)
Total Cash Flows from Operating Activities	(591,090.94)
Cash Flows from Capital and related Financing Activities	
Acquisitions of Property and Equipment	0.00
Payments on Interest	0.00
Acquisitions of Construction in Progress	(3,022,884.85)
Principal Payments on Bonds	0.00
Proceeds from TxDot FAA	38,203.34
Proceeds from Other Governments	780,477.07
Total Cash Flows from Capital and related Financing Activities	(2,204,204.44)
Net Increase (Decrease) in Cash & Cash Equivalents	(2,795,295,38)
Beginning Cash & Cash Equivalents	
	37,925,538.26
Ending Cash & Cash Equivalents	35,130,242.88

Capital Projects in Progress - Unposted Transactions Included In Report From 12/1/2013 Through 12/31/2013 (In Whole Numbers)

		Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Capital Projects					
Indirect	1000	0	0	75,000	75,000
South Padre Island 2nd Access	2000	125,667	253,918	5,200,000	4,946,082
West Parkway Project	2025	0	980	0	(980)
Outer Parkway	2050	0	0	2,500,000	2,500,000
West Rail Relocation	2100	908,828	956,811	5,000,000	4,043,189
SH 550	2200	1,966,658	7,647,026	34,450,000	26,802,974
SH 32 (East Loop)	2250	0	0	225,000	225,000
FM 803	2300	21,732	21,732	35,000	13,268
General Brant	2350	0	1,976	50,000	48,024
Port Isabel Access Rd	2400	0	0	300,000	300,000
Total Capital Projects		3,022,885	<u>8,882,443</u>	47,835,000	38,952,557

Capital Projects in Progress - Unposted Transactions Included In Report From 12/1/2013 Through 12/31/2013 (In Whole Numbers)

		Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Capital Projects					
South Padre Island 2nd Access	2000				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Preliminary Engineering & Design	15110	52,971	68,798	1,500,000	1,431,202
CIP - Environmental Studies	15120	72,695	183,269	3,500,000	3,316,731
CIP - Direct Legal Costs	15300	Ó	1,820	50,000	48,180
CIP - Direct Administration	15320	0	. 0	75,000	75,000
CIP - Indirect Administration and Overhead	15330	0	30	75,000	74,970
Total South Padre Island 2nd Access		125,667	253,918	5,200,000	4,946,082
West Parkway Project	2025	•		• •	
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Direct Legal Costs	15300	0	980	0	(980)
Total West Parkway Project		0	980	0	(980)
Outer Parkway	2050				()
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Preliminary Engineering & Design	15110	0	0	1,000,000	1,000,000
CIP - Environmental Studies	15120	0	0	1,400,000	1,400,000
CIP - Direct Legal Costs	15300	0	0	20,000	20,000
CIP - Direct Administration	15320	0	0	40,000	40,000
CIP - Indirect Administration and Overhead	15330	0	0	40,000	40,000
Total Outer Parkway		0	0	2,500,000	2,500,000
West Rail Relocation	2100	_	•	2,500,500	_10001000
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Mitigation	15130	706	706	250,000	249,294
CIP - Right of Way	15200	0	0	250,000	250,000
CIP - Utilities	15210	0	0	350,000	350,000
CIP - Construction	15220	836,760	836,760	3,500,000	2,663,240
CIP - Construction Engineering	15230	0	17,481	0	(17,481)
CIP - Construction Management	15240	71,362	101,864	500,000	398,136
CIP - Direct Legal Costs	15300	0	0	50,000	50,000
CIP - Direct Administration	15320	0	0	50,000	50,000
CIP - Indirect Administration and Overhead	15330	0	0	50,000	50,000
Total West Rail Relocation		908,828	956,811	5,000,000	4,043,189
SH 550	2200			, ,	
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Utilities	15210	0	0	500,000	500,000
CIP - Construction	15220	1,944,570	7,417,776	32,500,000	25,082,224
CIP - Construction Management	15240	22,088	223,078	1,300,000	1,076,922
CIP - Direct Legal Costs	15300	0	6,172	75,000	68,828
CIP - Direct Administration	15320	0	. 0	50,000	50,000
CIP - Indirect Administration and Overhead	15330	0	0	25,000	25,000
Total SH 550		1,966,658	7,647,026	34,450,000	26,802,974
SH 32 (East Loop)	2250				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Preliminary Engineering & Design	15110	0	0	75,000	75,000
CIP - Environmental Studies	15120	0	0	100,000	100,000
CIP - Direct Legal Costs	15300	0	0	15,000	15,000
CIP - Direct Administration	15320	0	ō	17,500	17,500
CIP - Indirect Administration and	15330	Ō	0	17,500	17,500
Overhead		6		,	/200

Capital Projects in Progress - Unposted Transactions Included In Report From 12/1/2013 Through 12/31/2013 (In Whole Numbers)

		Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Total SH 32 (East Loop)		0	0	225,000_	225.000
FM 803	2300				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Preliminary Engineering & Design	15110	21,732	21,732	10,000	(11,732)
CIP - Direct Legal Costs	15300	0	0	5,000	5,000
CIP - Direct Administration	15320	0	0	10,000	10,000
CIP - Indirect Administration and Overhead	15330	0	0	10,000	10,000
Total FM 803		21,732	21,732	35,000	13,268
General Brant	2350	·	·	•	
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Preliminary Engineering & Design	15110	0	1,976	12,500	10,524
CIP - Environmental Studies	15120	0	0	12,500	12,500
CIP - Direct Legal Costs	15300	0	0	5,000	5,000
CIP - Direct Administration	15320	0	0	10,000	10,000
CIP - Indirect Administration and Overhead	15330	0	0	10,000	10,000
Total General Brant		0	1,976	50,000	48,024
Port Isabel Access Rd	2400		,	•	
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Preliminary Engineering & Design	15110	0	0	100,000	100,000
CIP - Environmental Studies	15120	0	0	150,000	150,000
CIP - Direct Legal Costs	15300	0	0	10,000	10,000
CIP - Direct Administration	15320	0	0	20,000	20,000
CIP - Indirect Administration and Overhead	15330	0	0	20,000	20,000
Total Port Isabel Access Rd		0	0	300,000	300,000
Indirect	1000			i i	- '
NON CAPITALIZED PROJECT COSTS	02EXP				
Direct Administrative Costs	70320	0	0	75,000	75,000
Total Indirect		0	0	75,000	75,000
Total Capital Projects		3,022,885	8,882,443	47,835,000	38,952,557

2-C CONSIDERATION AND APPROVAL OF A ONE YEAR EXTENSION ON THE BANK DEPOSITORY AGREEMENT WITH IBC BANK



MEMORANDUM

To: CCRMA Board of Directors

From: Pete Sepulveda, Jr., Ex. Director

Tzg

Date: January 9, 2014

Re: item 2C

The Depository Agreement with IBC Bank allows for two, One year extensions on the contract. I would like to request authority to exercise the authority to extend the agreement by one year as allowed in the agreement.

Staff recommends approval.

If you have any questions, let me know.



January 15, 2014

Fred W. Rusteberg, President IBC Bank, Brownsville 1600 Ruben Torres Blvd. Brownsville, Texas 78521

Re. Mutual Depository Contract

Dear Mr. Rusteberg:

On behalf of CCRMA and the depository agreement with IBC Bank executed on May 31, 2011, we opt to exercise a one year extension of the current agreement period to extend from June 1, 2013 to May 31, 2014 with no other changes requested.

Sincerely,

Pete Sepulveda, Jr.

RMA Executive Director

DEPOSITORY CONTRACT

THE STATE OF TEXAS }	
}	KNOW ALL MEN BY THE PRESENTS:
COUNTY OF CAMERON}	

THAT, WHEREAS, INTERNATIONAL BANK OF COMMERCE - BROWNSVILLE, (hereinafter called "BANK"), has been duly and properly designated as Depository for the funds of the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY of the City of Brownsville, located in Cameron County, Texas (hereinafter called "CCRMA"), for the period of June 1, 2011 to May 31, 2013, and thereafter until successor is duly appointed and legally qualified; and

WHEREAS, BANK AND CCRMA have agreed that the securities to be deposited by said Depository for the purpose of securing and guaranteeing the faithful performance of all the duties and obligations by said Depository developing upon it by law and the terms of this Agreement as such Depository shall be deposited with and held by the Federal Reserve Bank of Dallas, as Trustee(s):

NOW, THEREFORE, INTERNATIONAL BANK OF COMMERCE-BROWNSVILLE, a banking association organized under and by virtue of the banking laws of the United States of America, acting herein by and through its President thereunto duly authorized, in consideration of having been selected as Depository of the CCRMA, in confirmatory with all, and for the purpose of qualifying as such Depository for all or a portion thereof, and to secure same, in lieu of personal bonds or surety bonds, hereby pledges with CCRMA, acting herein by and through its chairman, thereunto duly authorized by its Board of Directors, securities in an amount equal to 102% of CCRMA'S deposits in order to adequately collaterize the funds of CCRMA according to the laws of the State of Texas and shall continuously remain as such to be deposited with said Trustee(s). Said securities have been, and by these presents are, deposited as directed by CCRMA with Federal Reserve Bank of Dallas, San Antonio branch.

The condition of this Contract for securities as pledged, as hereinabove provided, is that **BANK** shall faithfully do and perform all the duties and obligations developing upon it by law as such depository, and shall, upon presentation, pay all checks drawn upon it by said **CCRMA** signed by the

signature card(s) on file with BANK to the extent that funds are on deposit to cover same, and shall faithfully keep and account for, according to law, all funds belonging to said CCRMA which are deposited with it.

Said securities herein pledged shall be so held by said Trustee(s) until the expiration of the term for which *BANK* has complied with the above conditions in full and is in no way in default, the said Trustee(s) shall turn over to *BANK* any securities pledged.

In the event *BANK* defaults in its performance in any one or all of the above conditions, and upon request of *CCRMA*, the Trustee(s) shall and are hereby fully authorized to, deliver to *CCRMA*, to make good the full and complete performance of the above conditions, including but not limited to the payment for all funds on deposit, or, at the option of *CCRMA*, and at the direction of *CCRMA* the said Trustee(s) shall, and it is hereby authorized to, sell and or such portion of said securities as may be necessary to make good any deficiency in the performance of the above conditions by *BANK*, and to turn over the proceeds of said sale to *CCRMA*. It is understood and agreed that, while said securities are in the possession of the Trustee(s) and before any default is made by *BANK* by said Trustee(s).

It is understood and agreed that BANK shall pledge, as security against any and all deposits of CCRMA, whether evidenced by checking account, savings account, or certificate of deposit, U.S. Government and/or municipal securities of the kind and value prescribed in Section 105.034 of the Local Government Code of the Public Funds Collateral Act, Chapter 2256 of the Government Code and other applicable law and subject to approval by CCRMA as the kind and value, and that such pledge of securities shall be maintained in accordance with the law. It is further understood and agreed that, in the event the average daily balance of CCRMA with said BANK is below the total value of securities initially pledged for a period of Fifteen (15) days, the Trustee(s) hereunder shall, upon request of BANK, accompanied by written consent of CCRMA, release and deliver to BANK securities in a sufficient amount to reduce the pledge hereunder to an amount, at market value as of the day release is effected, of not less than the amount of all collateral required hereunder, it being the purpose of this provision that BANK shall maintain the pledge hereunder at a sufficient amount, at market value, to cover 102% of the CCRMA'S deposits at all times. Determination of market value of these securities shall be New York quotations at the close of the market of the day prior to any adjustment.

It is further understood and agreed that BANK shall, during the period of this Depository Contract, have the right to substitute other qualifying securities in lieu of the above described securities with the written consent and approval of CCRMA, in which event the securities so substituted shall be held by the Trustee(s) under the same terms and conditions as hereinafter described securities are held.

It is the intention and desire of the parties to this agreement that the TRUSTEE will promptly forward to *BANK* copies of safekeeping or trust receipts covering all such collateral held as collateral for *CCRMA* 'S funds and/or public funds including substitute collateral as provided for herein. *BANK* will forward a monthly report to *CCRMA* showing all of the securities held in safekeeping.

It is understood that on all funds of *CCRMA* which may be deposited from time to time with *BANK* for varying lengths of time or as single maturity time deposit (Certificate of Deposit and Treasury Bills and other true deposits), interest shall be paid at the rate(s) set forth on the schedule attached hereto as Exhibit "A".

BANK agrees to send a monthly account analysis and BANK'S quarterly call reports to the County Auditor's Office and to the County Treasurer's Office. BANK further agrees to enter into an agreement whereby BANK agrees to provide the service of paying only CCRMA'S issued checks as described on information provided by the CCRMA. See Authorized Check Payment Agreement attached hereto as Exhibit "C" and incorporated by reference as if fully set forth herein.

CCRMA shall have the right, through its Board of Directors, to withdraw from BANK and invest all (100%) of the total amount of investment (non-operating) funds held by BANK.

BANK will provide bank services to CCRMA as set forth in Exhibit "A".

For the purposes of this agreement the term shall commence June 1, 2011 and shall expire on May 31, 2013. However, the *BANK* shall remain the *CCRMA'S* depository for sixty (60) days after the expiration date or until the *CCRMA* has executed a depository agreement with another institution, whichever occurs first. The *BANK* further agrees that, at the expiration of the term for which it has been chosen as the *CCRMA'S* depository, it will turn over to its successor all funds, property, and other things of value, coming into its hands of *BANK* upon receipt of written instructions from the *CCRMA*, provided however that *CCRMA* agrees that *BANK* shall have the right to retain deposits in an amount sufficient to pay all outstanding checks. At such time, this agreement is to become null and void, and the securities shall be returned to the *BANK*.

IN WITNESS WHEREOF, the parties hereto have executed this Depository Contract, in Triplicate originals, on this 31st day of May, 2011.

INTERNATIONAL BANK OF COMMERCE-BROWNSVILLE

BY:
Fred W. Rusteberg - President

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

BY: Well E. Allex - Chairman

ATTEST BY:

Ruben Gallegos, Jr. - Secretary

Exhibit " A"

CAMERON COUNTY REGIONAL MONILITY AUTHORITY BANK DEPOSITORY CONTRACT FOR CCRMA

(956) 982-5414 (956) 983-5099 Fax www.cameroncountyrma.org 1100 E. Monroe St., Suite 256 Brownsville, Texas 78520

To: Interested Financial Institutions

From: Pete Sepulveda, Jr. RMA Coordinator

Date: January 26, 2011

Re: Applications For Depository Contract For Cameron County Regional Mobility Authority

Attached is an application for depository of public funds for the Cameron County Regional Mobility Authority (CCRMA), Texas. Said application should be completed in its entirety indicating services that will, or will not, be offered, and the fees to be charged for said services that are offered. Also included is a sample contract to be used as a template toward the agreement of the final contract.

Bid Applications must be received in the CCRMA Coordinator's Office 1100 E. Monroe Street, 2nd Floor, Suite 256, Brownsville, Texas 78521, no later than 4:00 P.M., Monday, March 7, 2011. Bids will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the CCRMA Coordinator's office – 2nd Floor – Suite 256 at 4:01 p.m. on deadline date. Bidders are invited to attend.

The CCRMA Board of Directors reserves the right to reject in part or in whole any or all bid applications, waive minor technicalities, and award the bid application to the financial institution which best serves the interest of the Cameron County Regional Mobility Authority. Late bid applications will be returned to the Bidder unopened.

Bid Applications may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initiated by bidder for authenticity.

THE CCRMA EXPRESSLY REQUESTS THAT BIDDERS NOT DISCUSS THIS ENGAGEMENT OR THE BANK'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BANKS OR ANY MEMBER OF THE CCRMA BOARD OF DIRECTORS.

Ten copies of the bound and sealed bid applications are required, not to be opened until the final submission date and hour noted.

Bid Applications must be submitted on the attached bid application worksheet. By returning the bid application worksheet, the Bank certifies that:

- 1. It does not have any outstanding or unsatisfied financial obligation to the CCRMA and Cameron County.
- 2. All bid application submittals are to be firm for sixty (60) days.
- 3. Award of contracts will be executed by the CCRMA Board of Directors and will be confirmed by an award letter.
- 4. Any deviations from these terms and conditions must be stated as such when returning the bid application worksheet.
- 5. It has executed and submitted the attached non-collusion affidavit, which is attached hereto as Exhibit "C".
- 6. It has a check fraud protection system such as "Authorized Check Pay" or its equivalent.
- 7. It has submitted the Bank's Pricing Sheet, which is attached hereto as Exhibit "A".

<u>DURATION</u> - Contract duration will be for a two (2) year term (two one year extensions optional). (By mutual agreement, terms and conditions of the extensions may be adjusted).

<u>AWARDING CONTRACT</u> --CCRMA will award the managing bank contract based on the following criteria:

- 1. Bank's past and prospective financial condition.
- 2. Net rate of return on CCRMA funds.
- 3. Ability to meet service requirements.
- 4. Cost of services.

<u>SUBMITTING FINANCIAL STATEMENTS</u> —All banks wishing to be designated as a Managing Bank must state the amount of the Bank's paid-up capital stock and permanent surplus and must submit a statement showing the financial condition of the Bank on the date of the application.

IBC-Brownsville is duly authorized under the laws of the State of Texas and its charter specifies Brownsville and Cameron County as its principal domicile (The amount of paid up capital stock is 1,000,000 and the amount of permanent surplus 39,000,000) IBC-Brownsville is affiliated with International Bancshares Corporation, the largest multi-bank holding company headquartered along the U.S./Mexican Border.

GOOD FAITH GUARANTEE – Bank must submit with the bid application worksheet a certified cashier's check in the amount of one thousand dollars (\$1,000.00) payable to the CCRMA as a good faith. The check will be held by the CCRMA until the Managing Bank is selected and the securities have been pledged.

See attached check

AMOUNT TO BE PLEDGED — The initial amount of securities to be pledged, at market value, against CCRMA funds shall be no less than 120% of CCRMA deposits in order to adequately collateralize the funds of CCRMA according to the laws of the State of Texas and shall continuously remain as such. The amount is subject to change as deposits fluctuate, with the approval of the CCRMA Coordinator. Securities pledged must be held at the Federal Reserve Bank, Dallas, Texas. If the Bank uses a Letter of Credit, then the Letter of Credit must be of the United States or its agencies and instrumentalities. Further, upon selection of the depository, the CCRMA Board of Directors will set the required term for the Letter of Credit, which shall be acceptable to the CCRMA.

<u>PAYMENT OF SERVICES</u> – Bank will specify fees required for services. Banking services not detailed on the bid application worksheet will be provided at no cost.

<u>INVESTMENTS MADE OUTSIDE OF MANAGING BANK</u> – CCRMA reserves the right to make external investments in accordance with the Laws of the State of Texas and the investment policy of CCRMA, attached hereto as Exhibit "D".

INTEREST AND INTEREST RATE – Variable interest rate bids and fixed interest rate bids on accounts and certificates of deposit shall be quoted by the Bank. CCRMA reserves the right to select the rate most favorable to the agency at any time during the term of the contract, subject to banking laws.

INTEREST BEARING ACCOUNTS— CCRMA will have accounts established under these specifications for disbursing checks written on CCRMA funds. Checks and transfers will be written from these accounts. Wire transfers, ACH transfers, internal bank transfers or deposits will be made from these accounts.

Should you have any questions concerning this application, please contact Pete Sepulveda, Jr. CCRMA Coordinator, at 956-982-5414 or E-mail at psepulveda@co.cameron.tx.us.

OFFICIAL BID FORM EXHIBIT A PROPOSAL FOR CCRMA TWO YEAR CONTRACT

Financial Institution Ladies and Gentlemen: Subject to the terms of the proposal for CCRMA Depository, the undersigned, a banking corporation, association or individual banker doing business in Texas, submits the following bid for the privilege of acting as Bank Depository for the CCRMA, for the period beginning May 2011, and ending April 2013, with the possibility of two one year extensions at the CCRMA's option. (By mutual agreement, terms and conditions of the extensions may be adjusted).

A. Deposits of \$100,000 or more:

Maturity	Interest Rate Bid	
Basis for compounding interest:		
1-13 Days	*	%
14-30 Days	*	 %
31-59 Days	*	 %
60-89 Days	*	 %
90-179 Days	*	%
180-364 Days	*	%
Over 1 Year	*	 %
	* = T bill aske	ed rate of like maturities as
		e Wall Street Journal

B. Deposits of less than \$100,000

Basis for compounding interest:

1-13 Days	*	%
14-30 Days	*	%
31-59 Days	*	%
60-89 Days	*	%
90-179 Days	*	%
180-364 Days	*	%
Over 1 Year	*	%

^{*=} T bill asked rate of like maturities as quoted in the Wal Street Journal.

^{1.} Interest Rates to be Paid on Single Maturity Time Deposits

Bank Depository Bid Specifications

2. <u>Interest rates to be paid on interest bearing accounts and indicate any charges for writing checks and withdrawals/transfers.</u>

		Minimum	Maximum	Interest
		Balance	Balance	Rate
Accounts		\$500.00	N/A	*
11000 41115				
				
				-
		atable water with the mail	taulatad an a #anllaat	ad balance and will be b
T = The	e va	riable rate will be ca	iculated on a "collect	ed balance and will be b
ento o	3113	to the most recent (11 day Treasury Bill au	iction asked rate + 10 ha

* = The variable rate will be calculated on a *collected balance and will be based at a rate equal to the most recent 91 day Treasury Bill auction asked rate +.10 basis points as of the first business day of each month and will be adjusted monthly. The rate will be restricted to .25 basis point increase over a 3 month period. (Example = Interest rate in Jan 2011 = .150%, Rate restriction is that the rate will not exceed .400% over the proceeding 3 month cycle). Each account requires a minimum balance of \$500 to earn interest.

* Collected Balance = Current Balance minus float, 10% reserve and FDIC cost Multiplied by the Rate.

Charges	No fees will be associated with this account.

- 3. Interest Rates to be paid on U.S. Treasury Bills
 - A. U.S. Treasury Bills over \$10,000

Maturity	Charge Rate	Going Market Interest Rates	Rate Bid
1-13 Days	%	%	%
14-29 Days	_%	%	%
30-59 Days	%	%	%
60-89 Days	%	%	%
90-179 Days	%	%	%
180-365 Days	%	%	%
Over 1 Year	%	%	%

Through IBC Investments, a service of LPL-Linsco Private Ledger, IBC can make available, a wide variety of Investment Services to CCRMA. IBC Investments provides services for direct investment in United States Treasury Obligations, Obligations of U.S. Agencies and or other securities approved under the Public Funds Investment Act. Securities are not FDIC insured, not bank guaranteed, and are subject to investment risk, including the possible loss of principal amount

invested. Securities and Insurance products offered through LPL Financial and its affiliates, Member FINRA/SIPC. Interest Rates will be negotiated upon the investment request.

4. Pledge of Security

Against any and all deposits of CCRMA whether evidenced by savings account or checking account or certificate of deposits, the bank agrees to pledge U.S. government and/or municipal securities of the kind and value as is prescribed in Chapter 105 of the Local Government Code, Revised Civil Statutes of Texas; and such pledge shall be made and maintained in accordance with a subject to the provisions of said Chapter 105

The initial amount of securities to be pledged, at market value, against the CCRMA funds shall be no less than 102% of CCRMA deposits in order to adequately collateralize the funds of the CCRMA according to the laws of the State of Texas and shall continuously remain as such. The amount is subject to change as deposits fluctuate. Securities pledged will be held by a third party who is acceptable to the Board of CCRMA. Securities held as collateral will be in compliance with the Investment Policy of the CCRMA and held at the Federal Reserve Bank of Dallas. A monthly Public Funds Deposits to Security report will be generated and delivered to the CCRMA by the 15th day of the following month. This report will include the month end balance of all accounts and a detailed security description to include the market value and percentage of coverage. The CCRMA may contact the Bank to increase collateral at any time for the purpose of maintaining the 102% coverage ratio. In the event that the bank is not notified regarding an increase in deposits, the month end report will alert the bank of any necessary increases that may be needed. The Bank will take immediate action to assure that the CCRMA funds have proper collateral coverage.

Sample:

Month	Description	Cusip	Maturity	Fạce	Velue	Par	Value	Marke	Value	Deposits	Retio
	FHLMC Gold Pool G11111	10108ND10/001	6/1/2019	\$	20,000,000	\$	5,498,696	\$	6,278,528		
8/31/2010	TOTAL			5	20,000,000	\$	5,498,696	Ş	6,278,628	\$4,700,000	116.99%
•		·									

During this monthly review, each account will be reviewed for active status. In the event that an account is identified as dormant, the CCRMA will be contacted to convert the dormant status to active. This will assure that no CCRMA funds become subject to escheatment to the state.

5. Bank Services to be Provided without Charge

A. Operating fund checking account service for as many accounts as may be required by the CCRMA with checks returned in numerical sequence.

IBC will provide at no charge to the CCRMA, Statements with images of all checks front and back in numeric order for the CCRMA accounts. (Original checks cannot be provided due to the implementation of Check 21 in Oct of 2004- see attachment for further explanation)

B. Payroll account service with checks returned in numerical sequence.

IBC will provide at no charge to the CCRMA, Payroll Account Statements with images of all checks front and back in numeric order for the CCRMA accounts. (Original checks cannot be provided due to the implementation of Check 21 in Oct of 2004 - see attachment for further explanation)

C. Provide investment services, counseling and safekeeping service for securities owned by the CCRMA, if and when needed.

Agreed

D. Storage of paid bonds and interest coupons.

LPL has a trading desk that will provide registration at the brokerage firm.

E. Periodic cremation of paid bonds and interest coupons with certificate of cremation. Certification would identify each bond issue and bond numbers and interest coupons cremated.

This is not a service that is offered by IBC.

F. Provide bank money orders and cashier checks as required by the CCRMA.

Agreed- fees waived

G. Supply voucher checks and payroll checks according to quantity, quality, design and specifications established by the CCRMA.

Agreed – fees waived

H. Provide lock money bags as needed by the CCRMA.

Agreed – fees waived

I. No charges made on stop-payment orders, wire transfers or when funds are swept from the interest bearing account to the operating account.

Agreed - fees waived

J. No internal service fees made on checking and passbook savings accounts.

Agreed- fees waived

K. Temporary overdrafts in individual accounts will occur occasionally without penalty or service charge to the CCRMA, as long as the aggregate funds in other accounts are in amount sufficient to meet the overdraft and bank's minimum compensating balance.

OVERDRAFT, as used in this paragraph, shall mean that the CCRMA does not have a compensating balance in other CCRMA funds or accounts at IBC equaling or exceeding overdrafts in CCRMA account or accounts. Checks will be paid as long as the aggregate funds on deposit in all deposit accounts including certificates of deposits are sufficient to meet the amount of the total accumulated overdraft. If the overdraft is not covered within 48 hours of the occurrence, IBC reserves the right to transfer funds from other accounts to cover such overdraft. IBC will not charge the first 20 overdrafts per statement cycle, additional overdraft items during the same statement cycle will be charged at \$29.00.

L. List other services not mentioned above which you provide.

See Tab "Other Services" for additional services offered by IBC

6. Loans to the CCRMA

Describe bank's lending practice as it may pertain to any loans which may be made to the CCRMA

Short term loans will be priced at an interest rate equal to Chase Manhattan Bank Prime as it changes. Extensions of credit will be subject to approval of IBC-Brownsville's Loan Committee. Upon requests for extensions of credit, IBC will perform appropriate due diligence and the terms and conditions, including pricing will be negotiated at that time.

7. It is agreed that all provisions of this bid proposal, which the bank can legally perform, will apply to any and all other funds for which the CCRMA may become responsible. However, nothing in this proposal shall be construed to obligate the CCRMA to place all or any particular amount of funds with the bank selected.

Dated this 7th day of March, 2011.

Signature
By: Wallace Lee Reed

WILL MA

Title: Executive Vice President

Note to Applicant Bank (Managing Bank): Attach your cashier's check in the amount of one thousand dollars (\$1,000.00) as a good faith guarantee.

Service	Pricing			
Account Maintenance (Per Account)	Waived			
ACH Debits/Credits (Per Item)	Waived			
ACH Deletes/Reversals (Per Item)	Waived			
ACH File Origination (Per File)	Waived			
ACH Pre-notes	Waived			
ACH Return Item Processing Notification	Waived			
ACH Stop Payments	Waived			
Bill Pay (Per Payment)	Waived			
Cashiers Checks	Waived			
Change Order Base – Manual	Waived			
Checks Deposited/On-Us	Walved			
Checks Deposited/Not On-Us	Waived			
Coin Rolls Supplied	Waived			
Collection Drafts – Incoming	Waived			
Collection Drafts – Outgoing	Waived			
Control Disbursement – Debits (Per Item)	Walved			
Control Disbursement – Funding/Credits (Per Item)	Waived			
Control Disbursement Maintenance (Per Account)	Waived			
Credits Posted	Waived			
Currency Supplied	Waived			
Data Exchange Maintenance (Per Account)	Waived			
Data Exchange (Per Item)	Waived			
Debits Posted/Checks Paid	Waived			
Deposit Corrections	Walved			
Deposit Express Maintenance (Per Scanner)	Waived			
Deposit Items – Reject	Waived			
	Waived			
Deposit Item Re-clear	AAGIACA			

Direct Deposit for Payroll Interest on Overdraft/NSF	Waived
Interest on Overdraft/NSF	
' ·	Waived
Interest on Uncollected Funds	Waived
Investment Sweep Maintenance (Per Account)	Waived
Items Drawn on Uncollected Funds	Waived
Lockbox Maintenance (Per Account)	Waived
Lockbox Photocopy (Per Item)	Waived
Lockbox Processing (Per Item)	Waived
Money Orders	Waived
NSF Charges	First 20 Waived in a statement
Link Cital Res	1 ''
	cycle-29.00 per occurrence based
	on accumulated CCRMA funds
Payroll Card - Account Maintenance (Per Account)	Waived
Payroll Card - Card Maintenance (Per Card)	Waived
Payroll Card - New Card Order (Per Card)	Waived
Positive Pay Monthly Maintenance	Waived
Positive Pay Items (Per Item)	Waived
Reconciliation - CD Rom Statements	Waived
Research (Per Hour)	Waived
Return items	Waived
Return items – Notification	Waived
Return Items – Re-clears	Waived
Statement Printout	Waived
Stop Payment – IBC Link	Waived
Stop Payment – Manual	Waived
Transfer Account-to-Account - Manual	Waived
Vault Services	Waived
	1
Wires – Incoming	Waived

Wires – Outgoing – IBC Link	Waived
Wires – Outgoing – International	Waived
Zero Balance Master Account	Waived
Zero Balance Subsidiary Account	Waived
On-Line Banking w LINK	Waived
Bill Pay	Waived
Deposit bags	Waived
Copy Fee	Waived
Check Image Service	Waived
Deposit Books and Endorsement Stamps and Locked deposit bags w/keys	Waived

Deviation:

EXHIBIT "A"

OFFICIAL BID FORM EXHIBIT A PROPOSAL FOR CCRMA TWO YEAR CONTRACT

Financial Institution Ladies and Gentlemen: Subject to the terms of the proposal for CCRMA Depository, the undersigned, a banking corporation, association or individual banker doing business in Texas, submits the following bid for the privilege of acting as Bank Depository for the CCRMA, for the period beginning May 2011, and ending April 2013, with the possibility of two one year extensions at the CCRMA's option.

Deviation: we added the following condition to the extension of contract.

(By mutual agreement, terms and conditions of the extensions may be adjusted).

Deviation:

The contract that was submitted in the bid request has been replaced with a standard contract that IBC is willing to execute if selected as the depository institution. Please see tab labeled "sample contract" for specifics.

Exhibit " C"

Schedule "E" Positive Pay Service Agreement

Account Number	Bank	Account Name	
			_
1 Destina Dess Constant	The fellowing	of the second se	:a: T)
		visions apply to the Services for Posi	
that Bank may provide in conne	ction with any account mainta	inen ov i jenosijor wito mank i ne ni	OVISIONS

2. <u>Definitions</u>. As used in the Positive Pay Service Terms, the following have the following meanings:

reference as if set forth verbatim. Capitalized terms used herein and not otherwise defined shall have the

- (a) "Account" means any specified demand deposit account of Depositor at Bank.
- (b) "Check" means a Check drawn on the applicable Account.

meaning specified in the Deposit Agreement.

- (c) "Check Data" means the number of the Account on which a Check is drawn and the Check number, the issuance date, and dollar amount of the Check as the data appears in the appropriate fields of the MICR line of the Check.
- (d) "Depositor Check Data" means the number of the Account on which a Check is drawn and the Check number, dollar amount and date of the Check.
- (e) "Depositor Issue File" means a communication from the Depositor received by Bank at a specific designated location, in a format and medium, and by the deadline specified by Bank, containing the Depositor Check Data for each Check. If for any reason a Depositor Issue File should fail to comply with Bank specifications and/or deadlines, said Depositor Issue File shall be deemed to have not been received by Bank.
- (f) "Exception Check" means a Check presented for payment which Check: (1) does not have a Check number on its MICR line; (2) has a Check number on its MICR line that does not appear in the Depositor Issue File; (3) has a Check number on its MICR line that appears in the Depositor Issue File but a discrepancy exists between the dollar amount appearing on the MICR line of the Check and the dollar amount associated with the Check number appearing in the Depositor Issue File; (4) has a Check number on its MICR line that is in the Depositor Issue File but appears to be a duplicate; or (5) otherwise does not match for any reason.
- (g) "Exception Check Instruction" means a communication from the Depositor instructing Bank to either pay or return an Exception Check.
- (h) "Notification Day" means the banking day immediately following the banking day on which an Exception Check is presented for payment.

Schedule E Page 1 of 5 011607 ver 1.3

- 3. Payment Of Checks. Except as provided in Sections 7 or 10, with regard to each Check set forth in Depositor Issue File, Depositor authorizes Bank to accept and make final payment on each Check presented for payment and to charge such Check to the Account. Bank is not obligated to maintain signature cards for any Account, and whether or not Bank maintains signature cards, in no event shall Bank be obligated to inspect any Check for any customer error, the presence or authenticity of any signature or whether or not the signature is authorized and/or genuine.
- 4. <u>Delivery Of Depositor Issue File.</u> No later than the day on which the Depositor issues Checks, Depositor will deliver to Bank a Depositor Issue File listing each Check issued by Depositor on that day by 9:00 a.m. Central Time and Bank will process within one hour. If Bank does not receive the Depositor Issue File by 9:00 a.m. Central Time on any given day, Bank will utilize the last timely received Depositor Issue File. Bank will not be liable, or responsible in any way, for the dishonor and/or return of any Check not listed on the applicable Depositor Issue File.
- 5. <u>Conformity and Sampling.</u> All items drawn on the Account shall at all times conform to check specifications as may be provided to Depositor by Bank from time to time. Notwithstanding any provision of this Agreement to the contrary, before becoming eligible to use the Positive Pay services hereunder, Depositor shall provide Bank with a sample grouping of items, in an amount specified by Bank, for Bank's inspection and testing to ensure, in Bank's sole determination, that Bank's quality control and processing specifications with respect to encoding, paper stock and other criteria are satisfied by the sampling. In the event that Bank determines that Depositor's items do not meet Bank's specification requirements, whether from the initial sampling or at any time during the term of this Agreement, Bank will advise Depositor of the failure to meet Bank's specification requirements and Depositor will not be eligible to use the Positive Pay services until such time as Bank determines Depositor's items meet Bank check specifications.
- 6. <u>Comparison With Corresponding MICR Line</u>. After a Check is presented for payment, Bank will compare the Check Data of each Check against the corresponding MICR line information. Bank will use all reasonable efforts to investigate and repair Checks pursuant to the then current Bank policies and procedures.

Any Check repaired pursuant to this Section 6 will not be considered an Exception Check.

- Exception Checks. Each Notification Day, Depositor will be informed of the Check number and amount of each Check which does not electronically match the Depositor Issue File (the "Positive Pay Exceptions Report") which Depositor must access through one of the information reporting systems now or hereafter offered by Bank. This information may include Checks which do not electronically match the Depositor Issue File for any reason. On the same Notification Day, Depositor will deliver to Bank a Exception Check Instruction regarding each Exception Check no later than 1:30 p.m. Central Time. Bank will act upon the latest Exception Check Instruction received by that time. Unless otherwise agreed by Bank and Depositor in writing, (a) if no Exception Check Instruction is issued regarding an Exception Check or, (b) if issued, but not received by Bank by the time specified, Depositor shall be deemed to have specifically instructed Bank to return the Exception Check. These Positive Pay Service Terms will control with regard to an Exception Check notwithstanding any other communication Bank may have received from Depositor regarding the Exception Check. Representatives of Depositor who are authorized to communicate confirmation of Exception Checks are listed in Attachment 1, which may be modified in writing from time to time.
- 8. Reliance On Depositor Issue Files And Exception Check Instructions. Depositor is responsible for, and Bank may rely upon, the contents of each Depositor Issue File and Exception Check Instruction. Bank may: (a) assume that each Depositor Issue File and Exception Check Instruction was issued by a person authorized to act on behalf of the Depositor, regardless by whom they were issued, and the Depositor is bound thereby; and (b) issue any notification referred to in Section 7 to any person Bank reasonably believes is authorized to receive it on behalf of Depositor.

Bank is not responsible for detecting any error contained in any communication from Depositor. Depositor acknowledges that it is solely responsible for guarding the integrity of its transmissions to Bank and the means utilized to make such transmissions.

9. <u>Limitation Of Liability And Indemnification</u>. Each Check that Bank returns in accordance with Positive Pay Service Terms will be deemed not to be properly payable. Each matching or other Check

Depositor has authorized Bank to pay will be paid without Bank performing its customary (or any other) Check verification procedures, and Bank will have no liability whatsoever for paying the Check if its Check number or amount is altered, or if it is counterfeit, bears a forged or unauthorized signature and/or endorsement and/or no or incomplete endorsement, or was otherwise not validly issued. Depositor (i) agrees to indemnify and hold Bank harmless from any losses or liabilities it may suffer or incur as a result of its return of a matching or other Check at Depositor's instruction, and (ii) releases and forever discharges Bank, and its parent, subsidiaries, affiliates, successors, officers, directors, employees, and agents, from any and all manner of action or actions, suits, claims, damages, judgments, levies, executions, expenses, costs, interest, attorney's fees and legal expenses, whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, which Depositor has, or ever can, may or shall have or claim to have against Bank regarding or relating to the payment or return of any Check pursuant to the terms of this Agreement and/or Depositor's instructions.

Depositor agrees that Bank exercises ordinary care whenever it pays or returns a Check consistent with this Agreement.

10. Over-the-Counter Presentment.

- (a) Bank will follow its usual and customary over-the-counter encashment procedures (as may be in effect from time to time) for any Check, and such procedures shall at least include comparison of the Check Data of the Check against the Depositor Issue File. Bank may charge a person who cashes a Check drawn on the Depositor's Account a fee if that person is not a deposit or loan (excluding credit cards) customer of Bank. The fee may be collected from such person or Depositor, as agreed by Depositor and Bank.
- (b) Depositor agrees to unconditionally release, indemnify, defend and hold Bank harmless against any and all liability, loss, damage or expense of any kind which Bank may suffer or incur in connection with providing the over-the-counter encashment service; including without limitation, any refusal to cash any Check. The foregoing indemnification shall not apply to any loss incurred by Bank by reason of its failure to comply with its overthe-counter encashment procedures.
- (c) Depositor hereby acknowledges that Bank has the unrestricted right to refuse to cash any Check drawn or purported to be drawn by Depositor. Notwithstanding anything to the contrary herein, in no event shall Bank be liable for (i) any Check paid over-the-counter, if at the time the teller reviewed the Depositor Issue File, the Check did not appear to be an Exception Check, (ii) any Check presented over-the-counter that was not paid because when the teller reviewed the Depositor Issue File, and the Check appeared to be an Exception Check, (iii) any Check presented over-the-counter that was not paid because the Depositor did not deliver to Bank a Depositor Issue File listing such Check, or (iv) any Checks presented over-the-counter on any day for which the Depositor has requested Bank to remove this over-the-counter encashment service or any Check for which Bank and Depositor have mutually agreed Bank to pay. Further, Bank makes no warranty that the individual cashing the Check is the intended named payee of the Depositor.
- 11. <u>Stop Payment Checks</u>. Depositor agrees to place a stop payment on a Check in the Depositor Issue File only with respect to Checks that are not in circulation. If Depositor wants to stop payment on a Check in circulation, Depositor shall place a stop payment order in compliance with Bank's Deposit Account Agreement.
- 12. <u>Check Copies</u>. Depositor acknowledges that it is responsible for making decisions regarding payment of Exception Checks based on the available electronic information. If Depositor requests a copy or other image of a Check from Bank, Bank will not be liable if it fails to produce a copy or other image of such Check prior to the time Depositor is required to deliver an Exception Check Instruction.
- 13. <u>Communications</u>. All notices and communications will be delivered using a communications device or systems mutually agreeable to Depositor and Bank.
- 14. No Duty. Bank shall not be obligated to comply with any Exception Check Instruction received in a format or medium, after a deadline, or at a place, not permitted under this Agreement, but instead may treat such an Exception Check Instruction as through it had not been received.

- 15. Available Defenses. All defenses available under the Texas/Oklahoma Business And Commerce Code and Texas/Oklahoma common law and under the terms of any and all agreements with Bank shall be available to Bank. Bank retains the right to assert Depositor's failure to exercise reasonable care and the defense that Depositor has sustained no actual damages because Bank's honor of an Exception Check discharged for value an indebtedness of Depositor.
- 16. Applicable Law. This Agreement and its interpretation shall be governed by Texas/Oklahoma law.
- 17. <u>Termination</u>. The Positive Pay Service will automatically terminate if the Account is closed for any reason. Termination of the Positive Pay Service will not terminate Depositor's or Bank's rights or obligations with respect to events or actions, which occurred before such termination.
- 18. <u>Survival</u>. Sections 9 and 19 will survive termination of the Positive Pay Service.
- 19. <u>Arbitration</u>. All disputes between Depositor and Bank shall be resolved by binding arbitration pursuant to the arbitration provision contained in the pertinent Deposit Account Agreement.
- 20. <u>Failure Attributable To Third-Party Providers</u>. In no event shall Bank be liable for any defect in, failure of, or unavailability of any electronic communication necessary for the Positive Pay Services, any internet site or other web-based application necessary for utilization of the Positive Pay Services, any associated software or any technical or editorial errors contained in user manual or guide pertaining thereto.
- 21. <u>Amendment</u>. Bank may amend this Agreement in compliance with the Texas/Oklahoma statutes regarding amendment of the Deposit Account Agreements.
- 22. <u>Severability</u>. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

23. NO ORAL AGREEMENTS

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

_
By:
By: Bank Officer's Authorized Signature
Name:
Please Print
Title:
Date:

ATTACHMENT 1 - Positive Pay Representatives authorized to confirm an exception check

Exception Checks. The following representatives are authorized by Customer to confirm any check identified as an exception on behalf of Company.

(Print/Type Name)

(Phone Number)

(Print/Type Name)

(Phone Number)

(Phone Number)

Date:

Approved:

Depositor

2-D CONSIDERATION AND APPROVAL OF AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND RODS AERIAL MAPPING FOR AERIAL MAPPING SERVICES



MEMORANDUM

To: CCRMA Board of Directors

From: Pete Sepulveda, Jr., Ex. Director

Date: January 9, 2014

Re: Item 2D

On the December 12th Board meeting the Board approved the aerial photography for several projects. This is the agreement to perform the scope.

Staff recommends approval.

If you have any questions, let me know.

MASTER SERVICE AGREEMENT

This Master Service Agreement is made and entered into by and between CCRMA, Cameron County a County Administration, (hereinafter sometimes referred to as "COMPANY"), and (RAM) RODS Aerial Mapping, LLC, a Texas corporation, (hereinafter sometimes referred to as "CONTRACTOR"), as of this 17 day of December, 2013;

WITNESSETH:

GENERAL: This Master Service Agreement ("MSA") sets forth the terms and 1. conditions on which work or services (hereinafter referred to as the "WORK") will be performed by CONTRACTOR for COMPANY from time to time during the effective period hereof. Provisions of this MSA shall prevail over any conflicting provision(s) in any bid or tender documents, service order, purchase order, delivery ticket, invoice or other document provided by either party to the other (whether signed or unsigned). This MSA does not obligate COMPANY to order WORK from CONTRACTOR, nor does it obligate CONTRACTOR to accept such orders, but it is the intention of the parties, and it is understood and agreed, that unless otherwise specifically agreed in writing during the term hereof, this MSA shall apply to all WORK performed by CONTRACTOR for COMPANY upon CONTRACTOR's acceptance of any service order, purchase order or other written or oral request of a representative of COMPANY. The WORK to be performed by CONTRACTOR, and the compensation payable therefore, is set forth in the Scope of WORK attached hereto as Exhibit "A" and made a part hereof. COMPANY may at any time require changes or alterations to any Scope of WORK. CONTRACTOR shall receive additional compensation, including reasonable profit, on all such changes or alterations which result in additional WORK by CONTRACTOR. COMPANY shall receive a fair and reasonable credit for all such changes that result in less WORK being performed, or less material being supplied, by CONTRACTOR

2. <u>COMPENSATION</u>:

- A. The amount of compensation to be received by CONTRACTOR for the WORK, and the method of paying same, shall be included in the Scope of WORK attached hereto as Exhibit "A".
- B. Within fifteen (15) days after the end of each calendar month, CONTRACTOR shall send to the office of COMPANY for which the WORK was performed, an invoice or invoices covering charges under this MSA for the previous calendar month. If the parties so agree, invoicing may be on a job or milestone basis in lieu of monthly invoicing. COMPANY shall pay, or cause to be paid, without set off or abatement (except as otherwise specifically provided elsewhere in this MSA), each CONTRACTOR invoice within thirty (30) days.

- C. If COMPANY disputes any invoice in whole or in part, COMPANY shall promptly notify CONTRACTOR of the dispute and shall pay the undisputed portion of the invoice. COMPANY and CONTRACTOR shall endeavor to settle and adjust any disputed amount forthwith.
- 3. <u>DILIGENCE AND MANNER OF WORK</u>: CONTRACTOR agrees to commence and to press forward with due diligence until completion all WORK covered hereby in a knowledgeable, good, safe and workmanlike manner. The labor, tools, materials, machinery, equipment and supervision necessary or reasonably required to perform the WORK are to be furnished by CONTRACTOR unless COMPANY and CONTRACTOR agree in writing, prior to the commencement of said WORK, that certain items thereof will be furnished by COMPANY or by a third party. CONTRACTOR shall keep the WORK site clear of debris provided, however, that CONTRACTOR shall only clean up such debris and/or material and equipment on the seabed as is required by law. All personnel employed or furnished by CONTRACTOR in connection with any WORK shall be experienced, trained and qualified to perform the WORK, and CONTRACTOR will not employ in any WORK for COMPANY any employee whose employment violates applicable labor laws. CONTRACTOR will replace, at its sole expense, any of its employees whose replacement is reasonably requested by COMPANY.
- 4. PERMITS AND OTHER COMPLIANCES: Each of COMPANY and CONTRACTOR warrants that it will, in connection with the WORK, comply with all applicable laws, orders, ordinances, rules and regulations of all duly constituted governments, and agencies thereof, which have jurisdiction over the WORK including, but not limited to, Executive Order No. 11246 Equal Employment Opportunity, Executive Order No. 11625 Minority Business Enterprise, Executive Order No. 11701 Disabled Veterans and Vietnam Veterans, and Executive Order No. 11758 Employment of Handicapped Persons. Further, CONTRACTOR warrants that it is duly licensed and authorized to perform all WORK covered hereby, or that it will be so licensed and authorized prior to commencement thereof, and that is has obtained, or will obtain prior to such commencement, all necessary permits required of a CONTRACTOR in performing same, and that the prices to be charged hereunder for the WORK will not be in violation of any applicable laws, orders, ordinances, rules or regulations.
- 5. STATUS AND INSPECTION: It is expressly understood and agreed that CONTRACTOR shall perform the WORK hereunder as an independent CONTRACTOR and that neither it nor its principals, partners, employees, agents, representatives or subcontractors are servants, agents, borrowed servants or employees of COMPANY. Under no circumstances shall an employee of CONTRACTOR be deemed an agent or employee or borrowed servant of COMPANY, nor shall CONTRACTOR act as an agent or employee or borrowed servant of COMPANY. CONTRACTOR maintains the absolute right to supervise, manage and exclusively control the operation and safety of its personnel, facilities, vessels, and other equipment and property and the manner and means of performing the WORK; COMPANY shall have no right of direction or control

of CONTRACTOR or its employees or agents, being only interested in the final results of the WORK.

COMPANY or its designee shall have the right to inspect the WORK in progress at any reasonable time, to the extent necessary to assure the WORK is completed in accordance with the terms and conditions of this MSA. CONTRACTOR shall give COMPANY or its designee timely notice of the scheduling of any required inspection or the readiness of WORK for any required approval. If any inspection by or on behalf of COMPANY discloses a defect in materials or workmanship, and if such defect is reported in writing to CONTRACTOR prior to completion of the WORK and CONTRACTOR's tender thereof to COMPANY, CONTRACTOR shall immediately remedy such defect, at CONTRACTOR'S sole risk, cost and expense. No approval or waiver of inspection, or failure of COMPANY to discover defective materials or workmanship, shall relieve CONTRACTOR of its duty to meet the requirements of this MSA, including but not limited to the warranty obligations hereof.

- 6. <u>INSURANCE</u>: At all times during the term of this MSA, CONTRACTOR shall maintain at its own expense, and without any reimbursement by COMPANY, insurance protection with good and solvent underwriters with an AM Best rating of A- IX or better of the kinds, and in the minimum amounts, set forth below:
 - A. Employer's Liability and Worker's Compensation insurance to cover the employees furnished including:
 - (i) Statutory Worker's Compensation benefits in compliance with the laws of the jurisdiction(s) in which any WORK under this MSA will be performed:
 - (ii) Benefits to comply with the Longshoremen's and Harbor Worker's Compensation Act, as amended, and as extended by the Outer Continental Shelf Lands Act where such Acts are applicable;
 - (iii) Voluntary compensation coverage;
 - (iv) Occupational disease coverage;
 - (v) Provision that claims "in rem" shall be treated as claims against CONTRACTOR;
 - (vi) Endorsement that a claim made against any member of COMPANY INDEMNITEES (as defined in Section 7) by an employee of CONTRACTOR, based in whole or in part on the principle that such employee is the borrowed servant of any member of COMPANY INDEMNITIEES, shall for purposes of this insurance be treated as a claim arising under this policy, and COMPANY shall receive the benefit of this insurance;
 - (vii) Coverage B Employer's Liability applicable to all provisions outlined above with limits not less than \$1,000,000 each person, \$1,000,000 each occurrence; and
 - (viii) Amendment to Coverage B Maritime, to include Jones Act coverage and coverage for crewmembers of a vessel inclusive of transportation, wages,

maintenance and cure where protection and indemnity coverage is not otherwise furnished.

- B. Commercial General Liability Insurance. Such insurance shall cover all operations in all locations in which WORK or services may be performed by CONTRACTOR hereunder and shall include the following:
 - (i) No exclusion, restriction or limitation relating to explosion, collapse and underground property damage hazards ("X.C.U.");
 - (ii) Limits of liability: not less than \$1,000,000 for the death or injury of any one person, \$1,000,000 in the aggregate for all persons injured or killed as the result of any one accident, and \$1,000,000 for loss of or damage to property resulting from any one accident;
 - (iii) Contractual liability coverage for all of CONTRACTOR's obligations hereunder;
 - (iv) Products hazard coverage;
 - (v) Provision that claims "in rem" shall be treated as claims against CONTRACTOR;
 - (vi) Completed Operations Coverage;
 - (vii) Independent Contractor's coverage for work let or sublet; and
 - (viii) Sudden and Accidental Pollution Liability.
- C. Commercial Auto Liability Insurance including coverage for all owned, non-owned and hired automobiles with limits of not less than \$1,000,000 for death of or injury to any one person, \$1,000,000 for all persons injured or killed as the result of any one accident, and \$1,000,000 for loss of or damage to property arising out of any one accident.
- D. Marine Insurance. All vessels and floating equipment furnished or employed by CONTRACTOR in connection with the WORK shall be covered with Hull and Protection and Indemnity Insurance as follows:
 - (i) Hull Insurance in amounts equal to the respective values of the vessels. Towing vessels coverage shall be written on the American Institute Tug Form, January, 1954 (Revised November 30, 1959), or equivalent, including towers liability limits not less than \$1,000,000. All other vessels coverage shall be written on the American Institute Hull Clauses, January 18, 1970 Form, or equivalent, including collision liability, with limits not less than \$1,000,000;
 - (ii) Protection and Indemnity Insurance with limits of not less than \$1,000,000 on Ocean P & I Clauses SP 23 Revised January 1, 1956 Form, or equivalent, including crew coverage, cargo liability coverage, pollution liability coverage, and "removal of wreck" coverage (including voluntary, legal and/or contractual removal);

- (iii) Water Quality Insurance Syndicate coverage if required under Federal Water Pollution Control Act;
- (iv) "In rem" endorsement whereby claims "in rem" shall be treated as claims against CONTRACTOR; and
- (v) Territorial and navigation limits adequate to cover all WORK hereunder, including transit to and from WORK site(s).
- E. Aviation Liability Insurance, to cover all fixed and rotary wing aircraft owned, chartered, or hired by CONTRACTOR and used for or in connection with the performance of this MSA with a combined Bodily Injury and Property Damage limit of not less that \$5,000,000 per accident or occurrence.
- F. Umbrella/Excess Liability with limits of \$5,000,000 excess of scheduled underlying:
 - (i) Employer's Liability/Maritime Employer's Liability in the amounts of \$1,000,000;
 - (ii) Aircraft Liability in the amount of \$5,000,000;
 - (iii) Commercial General Liability in the amount of \$1,000,000;
 - (iv) Business Automobile Liability in the amount of \$1,000,000;
 - (v) Hull Towers Liability and Collision, and Protection and Indemnity in the amount(s) of \$1,000,000; and
 - (vi) Water Quality Insurance Syndicate in the amount of \$1,000,000.
- G. With respect to all policies of insurance, CONTRACTOR shall furnish evidence that CONTRACTOR's underwriters waive all rights of subrogation against COMPANY INDEMNITEES (as defined in Section 7). CONTRACTOR shall also furnish evidence that COMPANY INDEMNITEES are named as additional assureds in all policies of insurance, with the exception of the Worker's Compensation policy (where COMPANY INDEMNITEES will be endorsed as Alternate Employers). Notwithstanding the foregoing, COMPANY INDEMNITEES right to receive the benefit of CONTRACTOR's insurance, by additional insured status, waiver of subrogation, designation as primary insurance, or otherwise, is strictly limited to the extent of Contractor's indemnity obligations arising under this MSA.
- H. Each of the foregoing policies of insurance shall, if necessary, include an extraterritorial endorsement to explicitly provide that the coverage extends to the areas where WORK is performed hereunder.
- I. The insurance coverage required by this MSA wherein COMPANY INDEMNITEES are to be named as additional insureds shall be endorsed to be primary to any policies held by COMPANY INDEMNITEES and the coverage afforded COMPANY INDEMNITEES under such endorsed policies shall be the same coverage extended to the named insured without exception or limitation,

- except as to amounts. All premiums, deductibles and other expenditures (including sue and labor claims) shall be paid by CONTRACTOR.
- J. Prior to the commencement of WORK under this MSA, CONTRACTOR shall furnish COMPANY with certificates of insurance, in a form acceptable to COMPANY, certifying that the insurance required hereunder is in full force and effect. Each certificate shall contain a provision stating that the insurer agrees to give COMPANY thirty (30) days prior written notice in event of cancellation of or material change in the policy of insurance.

7. <u>INDEMNITY OBLIGATIONS</u>:

This Section 7 and Sections 6 and 10 are to be read with the following definitions:

"COMPANY INDEMNITEES" means COMPANY, its parents, subsidiaries and related or affiliated companies, its customer (including any joint venturers and/or partners of the customer), its other contractors and subcontractors of any tier (excluding CONTRACTOR and its subcontractors), its invitees, and the directors, officers, employees, agents, representatives and underwriters of any of them.

"CONTRACTOR INDEMNITEES" means CONTRACTOR, its parents, subsidiaries and related or affiliated companies, its subcontractors of any tier, its invitees, and the directors, officers, employees, agents, representatives and underwriters of any of them.

- A. CONTRACTOR shall release, protect, defend, indemnify and hold harmless COMPANY INDEMNITEES from and against any and all claims, demands, causes of action and lawsuits of every kind and character (whether meritorious or not) brought by any person or entity, and all related losses, damages, costs and expenses, including attorneys fees and litigation costs, for (i) personal injury, death, disease or illness, or (ii) property damage or loss, occurring, suffered or incurred by CONTRACTOR INDEMNITEES, arising out of or in any way directly or indirectly related to the WORK rendered under this MSA by CONTRACTOR, howsoever caused, including the unseaworthiness or unairworthiness of any craft, preexisting defects, breach of contract or warranty, or the negligence (whether sole or concurrent, active or passive) or other legal fault (including strict liability) of any of the COMPANY INDEMNITEES.
- B. COMPANY shall release, protect, defend, indemnify and hold harmless CONTRACTOR INDEMNITEES from and against any and all claims, demands, causes of action and lawsuits of every kind and character (whether meritorious or not) brought by any person or entity, and all related losses, damages, costs and expenses, including attorneys fees and litigation costs, for (i) personal injury, death, disease or illness, or (ii) property damage or loss,

whenever occurring, suffered, or incurred by COMPANY INDEMNITEES, arising out of or in any way directly or indirectly related to the WORK rendered under this MSA by CONTRACTOR, howsoever caused, including the unseaworthiness or unairworthiness of any craft, pre-existing defects, breach of contract or warranty, or the negligence (whether sole or concurrent, active or passive) or other legal fault (including strict liability) of any of the CONTRACTOR INDEMNITEES.

- C. (i) CONTRACTOR shall assume responsibility for the control and removal of, and shall release, protect, defend, indemnify and hold harmless COMPANY INDEMNITEES from and against any and all claims, demands, causes of action and lawsuits of every kind and character (whether meritorious or not) brought by any person or entity, and all related losses, damages, costs and expenses, including attorneys fees and litigation costs, for pollution or contamination which originates from spills of fuels, lubricants, motor oils, pipe dope, paint, solvents, ballast, bilge and garbage, debris or any other substances, wholly in CONTRACTOR's possession and control or originating from CONTRACTOR's or its subcontractor's equipment, materials or vessels.
 - (ii) Except as otherwise provided in Section 7.C.(i) hereof, CONTRACTOR INDEMNITEES shall not be liable for and COMPANY shall release, protect, defend, indemnify and hold harmless CONTRACTOR INDEMNITEES from and against all claims, demands, causes of action and lawsuits of every kind and character (whether meritorious or not) brought by any person or entity, and all related losses, damages, costs and expenses, including attorneys fees and litigation costs, for pollution or contamination arising in connection with the WORK, regardless of its cause or origin, including CONTRACTOR INDEMNITEES' sole or concurrent negligence.
- D. CONTRACTOR shall be responsible for, and shall release, protect, defend, indemnify and hold harmless COMPANY INDEMNITEES from and against any and all claims, demands, causes of action and lawsuits of every kind and character (whether meritorious or not) brought by any person or entity, and all related losses, damages, costs and expenses, including attorneys fees and litigation costs, for any alleged or actual patent infringement, copyright violation, or any other misuse of intellectual property arising out of or in any way connected with or related to CONTRACTOR'S performance or WORK hereunder or the equipment, materials or methods employed therein by CONTRACTOR.
- E. CONTRACTOR shall be responsible for, and shall release, protect, defend, indemnify and hold harmless COMPANY INDEMNITEES, from and

against risk of loss of or damage to the WORK, or any portion thereof, while it is in the care, custody or control of CONTRACTOR.

- F. To the extent the indemnity obligations in this MSA are governed by Chapter 127, of the Texas Civil Practice & Remedies Code (as the same may be amended from time to time), COMPANY and CONTRACTOR, to support their respective indemnity obligations under this MSA, shall each procure and maintain policies of primary and excess employer liability, commercial general liability, commercial automobile liability, protection and indemnity, water quality insurance syndicate, and aviation liability insurance, and/or become and remain self insured, for insurance policy and self insurance loss limits that are, in the aggregate, not less than those enumerated in Section 6 hereof.
- G. To the extent the indemnity obligations in this MSA are governed by Section 2780 of Chapter 9 of the Texas Revised Statutes (as the same may be amended from time to time), the indemnity obligations in this MSA shall, notwithstanding anything to the contrary contained herein, be construed to apply only where there is no negligence or fault on the part of the INDEMNITEE for death or bodily injury suffered or incurred by the indemnitor.

8. TERM AND TERMINATION; SUSPENSION:

- A. This MSA will continue in full force and effect until terminated by either party. Termination of this MSA shall be effective thirty (30) days after receipt of written notice advising of such termination which may be given by either party to the other at any time. No termination of this MSA shall, unless otherwise agreed, relieve either party of its respective obligations or liabilities in any way arising out of or relating to WORK previously performed, in progress, or contracted to be performed hereunder as of the effective date of such termination, it being understood that, notwithstanding any such termination, this MSA shall remain in full force and effect until all obligations arising hereunder prior to termination have been fully discharged.
- **B.** In addition to the termination provisions of Section 8.A. hereinabove, this MSA may be terminated on written notice:
 - (i) immediately by either party upon the liquidation, insolvency or bankruptcy of the other party;
 - (ii) immediately by either party upon any breach by or failure of the other party to comply with any provision of this MSA which shall have remained uncorrected for ten (10) days after written notice thereof; and

- (iii) immediately by either party when the other party has failed to perform any of its obligations hereunder for a period of ten (10) days due to *Force Majeure*.
- C. COMPANY may terminate any Scope(s) of WORK hereunder on written notice, for the convenience of COMPANY, or as a result of the cancellation of WORK by COMPANY's customer, or in the event CONTRACTOR is in default of any of its obligations under any such Scope(s) of WORK. If at the time of such termination of a Scope of WORK by COMPANY, CONTRACTOR is in default with respect to any of CONTRACTOR's obligations under this MSA, COMPANY shall pay CONTRACTOR only for the part of the WORK actually completed, subject to a credit in favor of COMPANY, in the maximum amount of the value of the unperformed or improperly performed WORK, for all damages (including the costs of rectification and/or completion) caused to COMPANY by said default and by any prior default of CONTRACTOR with respect to any of its obligations hereunder. COMPANY's exercise of its right of termination in the event of CONTRACTOR's default shall not relieve CONTRACTOR from its obligations under this MSA or the terminated Scope(s) of Work, including any liabilities to COMPANY arising from CONTRACTOR's default. CONTRACTOR is not in default at the time of such termination of a Scope of WORK by COMPANY, COMPANY will pay CONTRACTOR for the part of the WORK actually completed by CONTRACTOR plus the reasonable value of securing the WORK, including profit thereon, and demobilization of CONTRACTOR's personnel and equipment.
- D. COMPANY may suspend all or any portion of any Scope(s) of WORK hereunder on written notice, for the convenience of COMPANY, or as a result of suspension of WORK by COMPANY's customer, or to permit CONTRACTOR an opportunity to cure any default of CONTRACTOR, or for any other reason, in COMPANY's sole discretion. CONTRACTOR will be compensated (at the rates included in Exhibit "A" hereof, or as may otherwise be agreed between CONTRACTOR and COMPANY) for any demobilization, stand-by, and/or remobilization undertaken in connection with any suspension of WORK by COMPANY. CONTRACTOR will resume work promptly upon receipt of written notice to do so from COMPANY. CONTRACTOR shall have the right to terminate any suspended Scope of WORK by written notice to COMPANY given on or after the tenth (10th) consecutive day of such suspension.

9. **WARRANTY**:

A. CONTRACTOR warrants all WORK which CONTRACTOR performs under this MSA to the extent that it will repair, at its expense, any defects in the workmanship or the proprietary equipment supplied by CONTRACTOR hereunder, for a period of one (1) year from the date of final acceptance thereof by COMPANY.

- B. CONTRACTOR will assign all warranties of non-proprietary equipment and materials it receives from suppliers to COMPANY. In the event that defects are discovered in such non-proprietary equipment and/or materials incorporated into the WORK by CONTRACTOR, CONTRACTOR will lend reasonable cooperation and assistance to COMPANY in attempting to secure relief from the suppliers thereof, but CONTRACTOR will have no other obligation with respect to such non-proprietary equipment and/or materials.
- C. To the extent CONTRACTOR's WORK includes any design responsibility, COMPANY shall furnish all relevant design criteria to CONTRACTOR. In any event, and regardless of whether CONTRACTOR has assisted COMPANY in developing such design criteria, full responsibility therefore shall rest exclusively with COMPANY, and CONTRACTOR shall have no responsibility whatsoever in connection therewith. In the event CONTRACTOR's design WORK contains errors or deficiencies, or causes loss or damage as a result of any failure of components or structures designed by CONTRACTOR, CONTRACTOR's entire liability to COMPANY in connection therewith shall be limited to the redesign of the erroneous or defective design WORK which manifests itself within one (1) year after completion of the WORK and which is brought to CONTRACTOR's attention by written notice within thirty (30) days after such manifestation.
- D. THE WARRANTY UNDERTAKINGS OF THIS SECTION 9 ARE IN LIEU OF MATERIAL, **EQUIPMENT** ALL OTHER WARRANTIES OF WORKMANSHIP BY CONTRACTOR AND ALL **IMPLIED** INCLUDING STATUTORILY IMPOSED WARRANTIES, MERCHANTABILITY, FITNESS FOR PURPOSE OR WORKMANLIKE PERFORMANCE, ARE EXCLUDED. ALL DEFECTS IN THE WORK, WHETHER OR NOT DUE TO CONTRACTOR'S NEGLIGENCE, AND ALL CLAIMS RELATING TO DEFECTS IN THE WORK, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, SHALL BE SUBJECT TO THE LIMITATIONS OF THIS SECTION 9.
- 10. CONSEQUENTIAL AND PUNITIVE DAMAGES: Notwithstanding any other provision to the contrary contained in this MSA, COMPANY and CONTRACTOR waive and release any claim against the other and the other's INDEMNITEES, and neither COMPANY INDEMNITEES nor CONTRACTOR INDEMNITTES shall be liable to CONTRACTOR or COMPANY, respectively, for loss of revenue, profit or use of capital, loss of services, loss of product, lost or deferred production or reservoir or hole loss or damage (whether due to shut-in, blowout, cratering, or any other cause whatsoever), losses resulting from business interruption, changed business relationships, or failure to meet other contractual commitments or deadlines, losses resulting from extended or increased project management, overhead or executive costs, downtime of owned, hired, chartered or leased facilities, equipment or vessels, or for any special, indirect, delay or consequential damages, or for any punitive or exemplary damages,

resulting from or arising out of this MSA or as a result of or in connection with the WORK, howsoever caused, and whether based on negligence (whether sole or concurrent, active or passive), unseaworthiness, unairworthiness, the existence or breach of any contract or warranty, and/or any other basis, whether pre-existing this MSA or otherwise.

- 11. CONFLICT OF INTEREST: CONTRACTOR shall perform the WORK for COMPANY's exclusive benefit. This obligation shall be applicable to CONTRACTOR's and its subcontractor's agents and employees, as well as to the relatives of such employees; they must provide the diligence and care required to prevent any action or condition which might result in a conflict with COMPANY's lawful interests. CONTRACTOR's efforts shall include, but are not limited to, the establishment of measures to prevent its personnel, and those of its subcontractors, from offering, authorizing, giving or receiving substantial gifts, payments, loans, or any other inducement or thing of value, to or from any person, firm, corporation, government, organization or other body or person, for any purpose whatsoever (including to influence acts or failures to act to obtain, retain or direct business, or for the purpose of obtaining any improper advantage or benefit), in connection with the performance of CONTRACTOR hereunder, and from engaging in private business transactions which might result in a conflict with COMPANY's lawful interests.
- 12. SCOPE OF WORK CHANGES: COMPANY may at any time require changes or alterations to any Scope of WORK. CONTRACTOR shall receive additional compensation, including reasonable profit, on all such changes or alterations which result in additional WORK by CONTRACTOR. COMPANY shall receive a fair and reasonable credit for all such changes that result in less WORK being performed, or less material being supplied, by CONTRACTOR.
- 13. <u>TIME OF THE ESSENCE</u>: Time is and shall be of the essence with respect to all WORK performed or to be performed hereunder.
- 14. TAXES: The compensation to be received by CONTRACTOR hereunder includes, and CONTRACTOR shall pay to the proper authorities (and indemnify COMPANY against any non-payment of) all income, social insurance and other taxes, charges, and contributions imposed on, or with respect to, or measured by, the articles, materials, or WORK furnished hereunder, or the compensation paid to persons employed in connection with performance hereunder, unless COMPANY and CONTRACTOR specifically agree in the Scope of WORK or other writing, prior to the commencement of WORK, that COMPANY will directly bear all or any portion of one or more of said items of taxation or will otherwise reimburse CONTRACTOR the amount thereof. In the absence of such written agreement, CONTRACTOR will not be entitled to compensation over and above that described in Exhibit "A" hereof to cover the payment of any such taxes. COMPANY shall be liable for and shall pay any sales and use taxes levied on materials furnished by COMPANY or for goods or equipment delivered to or for the account of COMPANY under this MSA. COMPANY may withhold from sums

otherwise due to CONTRACTOR under this MSA any taxes or amounts required by applicable law to be withheld and paid to the appropriate taxing authorities, and COMPANY shall promptly provide CONTRACTOR with all original receipts evidencing the payment to such authorities of the taxes or amounts so withheld.

- 15. <u>LIENS</u>: CONTRACTOR shall keep the WORK free of all liens and shall furnish COMPANY waivers of lien and other evidence that the WORK is free from such encumbrances as may arise in the course of the WORK or for which COMPANY may be held liable. CONTRACTOR agrees to notify COMPANY immediately in writing of the filing of any liens (including without limitation laborer's, materialmen's and mechanic's liens) upon the WORK as a result of CONTRACTOR's failure to pay its laborer(s), supplier(s), vendor(s) and subcontractor(s) for services and/or materials furnished in connection with this MSA. Upon receipt of notice of the filing of any such liens, COMPANY may require CONTRACTOR to furnish a bond sufficient to indemnify and save harmless COMPANY from all such liens upon or against COMPANY's or COMPANY's customer's property. In the event CONTRACTOR fails or refuses to furnish such bond when so required, COMPANY shall have the right to pay any sums necessary to obtain the release of such liens and to deduct the amount paid therefor from any compensation due CONTRACTOR.
- 16. <u>AUDIT</u>: CONTRACTOR shall maintain a true and correct set of records pertaining to WORK performed hereunder and all transactions related thereto. CONTRACTOR will retain all such records for a period of not less than two (2) years after final acceptance of the WORK by COMPANY. Any representative(s) authorized by COMPANY may audit any and all records of CONTRACTOR relative to the WORK performed hereunder and all transactions related thereto, during CONTRACTOR's normal business hours.
- 17. ASSIGNMENTS AND SUBCONTRACTS: Neither party may assign or subcontract this MSA, in whole or in part, to any third party without the prior written consent of the other party, which consent will not be unreasonably withheld, provided, however, that COMPANY and CONTRACTOR may each assign its rights hereunder to any of its coventurers or subsidiary or affiliated companies without the prior written consent of the other party. No such approval or assignment or subcontract shall relieve or release the assigning or subcontracting party from any of its obligations under this MSA to the other party, the assigning or subcontracting party to remain bound and obligated as if so such assignment or subcontract had been made or approved. This MSA shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. In the event CONTRACTOR subcontracts any portion of the Work to be rendered hereunder, or contracts for the furnishing of any Work by a subcontractor, then such contracts shall contain terms and conditions in favor of COMPANY substantially similar to those contained in this MSA, including, without limitation, insurance (Section 6), indemnity obligations (Section 7), warranty provisions (Section 9), a conflicts provision (Section 11) and a choice of law provision (Section 24).

18. FORCE MAJEURE: Neither COMPANY nor CONTRACTOR shall be liable to the other for any delays or damages or any failure to act due, occasioned, or caused by reason of Force Majeure. In the event COMPANY or CONTRACTOR are prevented or delayed in performing any obligation hereunder due to the occurrence of any event of Force Majeure, prompt written notification shall be provided to the other party setting forth the details of the Force Majeure event and its effect upon the WORK. Delays due to Force Majeure shall not be deemed to be a breach of or failure to perform under this MSA, and the obligations of the party giving notice of Force Majeure, to the extent that such party is and continues to be effected by such Force Majeure, shall be suspended during the period such Force Majeure continues, but for no longer period, and the parties will consult with and assist each other as far as possible in attempting to remedy such Force Majeure with reasonable dispatch. The time for performance and completion of the WORK shall be extended for a period equal to the time during which such delay continues, and the requirements of this MSA which are effected by such delay such be equitably adjusted by change order.

The term "Force Majeure" shall include, but not be limited to, acts of God (including weather phenomena and/or solar activity that may effect signals from the U.S. Department of Defense's Global Positioning System satellites), laws, ordinances, regulations, rules or other acts of governments or public authorities (including any change to or denial of access to the U.S. Department of Defense's Global Position System), strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, revolutions, blockades, insurrections, rebellions, riots, epidemics, land slides, lighting, earthquakes, fires, storm or storm warnings, named or numbered tropical weather patterns, excessive currents, floods, washouts, arrests, restraints of rulers and people, civil disturbances, terrorist attacks, piracy, explosions, and other causes, whether similar or dissimilar to those enumerated above, not within the reasonable control of, and which could not reasonably have been foreseen by, the party claiming a delay and which could not be overcome by the diligent exercise of means normally employed by it. If actual or anticipated conditions where WORK is to be performed, in the reasonable opinion of COMPANY or CONTRACTOR, are or may become such that continuance of the WORK is unduly hazardous, COMPANY or CONTRACTOR may suspend the WORK and such suspension shall be considered Force Majeure. Inability to secure funds or pay debts shall not be regarded as Force Majeure. Company and CONTRACTOR shall jointly decide whether to demobilize or remain on standby during any event of Force Majeure, however in the event the Work is affected by a tropical weather disturbance named or numbered by the U.S. National Weather Service, CONTRACTOR reserves the right to take whatever action it deems prudent. In any case, CONTRACTOR will be compensated (at the rates included in Exhibit "A" hereof, or as may otherwise be agreed between CONTRACTOR and COMPANY) for any demobilization, stand-by, and/or remobilization undertaken in connection with any event of Force Majeure. Either party shall have the right to terminate any Scope of WORK suspended due to Force Majeure by written notice to the other party given on or after the tenth (10th) consecutive day of the Force Majeure event.

- 19. <u>DGPS TRANSMISSION SERVICES AND LICENSES</u>: CONTRACTOR uses a variety of commercial services in connection with its receipt and use of DGPS corrections and other information, which services are licensed by the United States Federal Communications Commission ("FCC"). CONTRACTOR makes reasonable effort to contract with vendors who can provide these services in an uninterrupted manner. Should these services be interrupted for any reason, or the operating licenses of vendors used by CONTRACTOR to provide these services be suspended, the sole obligation of CONTRACTOR will be to restore service through existing or alternative means with utmost urgency. The sole remedy of COMPANY under these circumstances shall be non-payment of any fees to CONTRACTOR for service that has been and is suspended until such time as service is restored.
- 20. <u>CONFIDENTIALITY</u>: CONTRACTOR acknowledges that certain COMPANY trade secrets and/or know-how are or may be used in connection with the WORK. CONTRACTOR agrees to keep information regarding such trade secrets and/or know-how strictly confidential and agrees that such information may not be used by CONTRACTOR except pursuant to the provisions of this MSA.

COMPANY acknowledges that certain CONTRACTOR trade secrets and/or know-how, and certain hardware, software and data in which CONTRACTOR has a proprietary interest, are or may be used in connection with the WORK. COMPANY agrees to keep information regarding such trade secrets, know-how, hardware, software and/or data strictly confidential and agrees that such information may not be used by COMPANY except pursuant to the provisions of this MSA. COMPANY specifically acknowledges that CONTRACTOR may, in connection with the WORK, collect in digital, analog or other form(s) data related to water depth and conditions, bottom conditions (including man-made and natural obstructions), submarine pipelines, fixed offshore structures and/or hazards to navigation. CONTRACTOR shall have the right to retain and store such data (including entry thereof into CONTRACTOR's proprietary information database(s)) and to use such data in any manner whatsoever in the normal course of its business.

21. <u>INTELLECTUAL PROPERTY</u>: CONTRACTOR agrees that it will disclose promptly and in writing to COMPANY any and all inventions and original works of authorship (which the parties hereby agree are not to be considered works for hire under United States law) which CONTRACTOR, its subcontractors or their respective employees, either alone or with others, may conceive or make solely out of CONTRACTOR's WORK under this MSA. CONTRACTOR and its subcontractors agree to assign, and to ensure their employees assign, and hereby do assign, to COMPANY or its nominee(s), all of CONTRACTOR's and its subcontractors' and their respective employees' entire right, title and interest in and to all such inventions, and in and to all original works of authorship (including copyrights). CONTRACTOR and its subcontractors and their respective employees will, at the request and expense of COMPANY, execute all papers and perform all other lawful acts requested by COMPANY to protect or maintain these rights. CONTRACTOR warrants that its subcontractors and their respective employees will agree to and will comply with the obligations of this Section 21.

- 22. SAFETY: CONTRACTOR represents that it is familiar with all laws and regulations which may govern the WORK (e.g. USCG, OSHA, OCSLA, MMS, EPA, Jones Act, LHWCA, etc.) and will comply in all respects with such laws and regulations. Further, CONTRACTOR represents that it maintains on-going health, safety and environmental training programs for its employees, and that it and its employees will comply with CONTRACTOR's own health, safety and environmental rules and requirements and with all health, safety and environmental rules and requirements established by COMPANY or COMPANY's customer (to the extent CONTRACTOR receives a written copy of same prior to mobilization, failing which, CONTRACTOR will be compensated at the standby rate(s) included in Exhibit "A" hereof for all non-working time in excess of two (2) hours spent by CONTRACTOR in achieving compliance with COMPANY's or COMPANY's customer's health, safety or environmental rules and requirements which exceed CONTRACTOR's current health, safety and environmental rules and requirements). CONTRACTOR shall be exclusively responsible for enforcement of all applicable health, safety and environmental laws, regulations, rules, and requirements on its directors, officers, employees, agents and representatives during performance of the WORK. CONTRACTOR shall give notice to COMPANY as soon as practicable (but no more than twenty-four (24) hours) after any accident or occurrence resulting in injury to CONTRACTOR's employees or third parties, or damage to property of third parties, arising out of or during the course of WORK under this MSA, and when requested, CONTRACTOR shall furnish COMPANY with a copy of reports made by CONTRACTOR to CONTRACTOR's underwriter(s) or to others of such accidents and occurrences, except for those reports which contain information which is subject to the attorney-client privilege or the attorney work product doctrine.
- 23. <u>DRUG AND ALCOHOL USE</u>: CONTRACTOR acknowledges that it has advised all its employees, agents and invitees, and that it will advise any subcontractor, of the following concerning illegal drugs and alcohol:
 - A. It is the policy of CONTRACTOR that the use, possession, sale, transfer, purchase, or presence in one's system of illegal drugs or alcohol on CONTRACTOR's property, or its customer's property, is prohibited;
 - B. Entry onto CONTRACTOR's property, or its customer's property, constitutes consent to an inspection of the person (including, but not limited to, the taking of a urine sample) and personal effects when entering, on, or leaving CONTRACTOR's or its customer's property;
 - C. Any person who is found in violation of the policy or who refuses to permit an inspection may be removed and barred from CONTRACTOR's property, or its customer's property, at the discretion of CONTRACTOR and/or CONTRACTOR's customer;

- D. If testing for the presence of alcohol and/or controlled substances is required by law or regulations, or by CONTRACTOR or its customer, with respect to CONTRACTOR's property or its customer's property, employees of CONTRACTOR and/or its subcontractors, and employees of CONTRACTOR's customer, shall be subject to such testing unless the employer of such employees provides the party requesting such tests with quarterly reports (and any other documentation which may be lawfully received by the party requesting such tests) evidencing compliance with such laws and regulations and/or CONTRACTOR's or its customer's policies and requirements with respect to said employees; and
- E. CONTRACTOR will allow access to its property and records by its customer, or any governmental representative with appropriate jurisdiction, for the purpose of maintaining compliance with CONTRACTOR's or its customer's drug and alcohol policy and relevant laws and regulations.
- 24. APPLICABLE LAW: In the event the WORK consists of any offshore WORK, this MSA shall be governed by, construed and interpreted in accordance with the General Maritime Law of the United States. In the event the WORK consists exclusively of onshore WORK, or if the General Maritime Law of the United States is judicially determined to be inapplicable, or if the General Maritime Law calls for the application of state law, this MSA shall be governed by, construed and interpreted in accordance with the laws of the State of Texas, excluding any choice of law rule which may direct the application of the laws of another state.
- 25. In all cases where CONTRACTOR'S STATUTORY EMPLOYER STATUS: employees (defined to include CONTRACTOR's direct, borrowed, special or statutory employees) are covered by the Texas Worker's Compensation Act, LSA R.S. 22:1021, et. seg., COMPANY and CONTRACTOR agree that all WORK and operations performed by CONTRACTOR and its employees pursuant to this MSA are an integral part of and are essential to the ability of COMPANY to generate COMPANY's goods, products and services for purposes of LSA R.S. 22:1061 (A)(1). Furthermore, COMPANY and CONTRACTOR agree that COMPANY is the principal or statutory employer of CONTRACTOR's employees for purposes of LSA R.S. 22:1061(A)(3). Irrespective of COMPANY's status as the statutory employer or special employer (as defined in LSA R.S. 22:1031(c)) of CONTRACTOR's employees, CONTRACTOR shall remain primarily responsible for the payment of Texas Worker's Compensation benefits to its employees, shall not be entitled to seek contribution for any such payment from COMPANY and shall indemnify COMPANY for any and all compensation and all compensation payments made by payments CONTRACTOR's employees pursuant to LSA R.S. 23:1032.
- 26. NOTICES: Unless otherwise specifically provided, all notices and other communications provided for in this MSA shall be in writing, and in the English language. Such notices and communications shall be delivered by hand to an authorized representative of the party to whom directed or shall be sent by registered mail or

telecopy, postage and charges prepaid, to the address of the party designated in any Scope of WORK hereunder for matters relating to that Scope of WORK, and to the following addressees:

A. Company: CCRMA 1100 E Monroe, Suite 256 Brownsville, Texas 78520 Attn: Pete Sepulveda, Jr County Administrator Cameron County

B. CONTRACTOR: (RAM) RODS Aerial Mapping 2129 KM 2920 Ste 190-245 Spring, Texas 77388

Billing Address: 5889 Fountain Vista Dr

Grand Forks, ND 58201 Attn: Terry Keeton President

Tel: (281) 750-6709

27. PUBLIC STATEMENTS: Neither CONTRACTOR nor any affiliate, subcontractor, employee, representative, or agent of CONTRACTOR shall make or issue any public announcement or statements with respect to this MSA or any WORK performed hereunder without the written consent of COMPANY, except as may be required by law or regulation.

28. **GENERAL PROVISIONS:**

- The captions and headings used in this MSA are intended for convenience only A. and shall not be used for purposes of construction or interpretation.
- В. No waiver by either party of any one or more defaults by the other party in the performance of this MSA, or any Scope of WORK hereunder, shall operate or be construed as a waiver of any future default or other defaults by the same party, whether of a like or different character.
- C. If any provision of this MSA is unenforceable for any reason, it shall be equitably adjusted rather than voided, if reasonably possible, in order to achieve the intent of the parties. If such equitable adjustment is not reasonably possible, all other provisions of this MSA shall be valid, binding and enforceable and this MSA shall be construed as if such unenforceable provision had never been contained herein. Notwithstanding the foregoing, the parties specifically recognize that future changes in the law, and/or interpretations of existing law, during the term of the this MSA, may effect the interpretation or enforceability of Section 6

<u>Insurance</u> and/or Section 7 <u>Indemnity Obligations</u>, and that, in such case, modification of those Sections may be required in order to, as much as possible, reestablish the regime of liabilities and obligations expressed in those Sections (as originally written). Therefore, the parties specifically agree that, if any provision of Sections 6 or 7 is determined to be unenforceable or in contravention of any applicable law, such provision shall, if reasonably possible, be deemed modified to the minimum extent required to bring such provision into compliance with controlling statute or case law.

- D. In the event that either party commits any material breach of this MSA, including, without limitation, any breach of an indemnity obligation, in addition to any other remedy that the aggrieved party may have at law or in equity, it shall be entitled to recover all costs, including court costs and attorneys' fees incurred in any proceeding wherein the aggrieved party successfully seeks redress for such breach.
- E. Any provisions of this MSA that by their nature regulate the relationship between the parties subsequent to any completion or earlier termination of this MSA, including, without limitation, the liability, indemnity, insurance, warranty, audit, confidentiality, publicity and notices provisions, shall survive any such completion or termination.
- F. This MSA contains every obligation and understanding between the parties relating to the subject matter hereof and merges all prior discussions, negotiations and agreements, if any, between them, and neither of the parties shall be bound by any conditions, definitions, understandings, warranties or representations relating to the subject matter hereof other than as expressly provided for or referred to in this MSA. No acceptance, receipt, or acknowledgment by any employee, agent or representative of either party of any work order, service order, invoice, receipt, delivery document, or other document provided by the other party or its subcontractors shall be effective to waive, modify, or delete any term, condition, or provision hereto, or to add any different or conflicting term, condition, or provision hereto, or to vary in any way the terms, conditions, or provisions of this MSA. This MSA can be amended only by written instrument, properly executed by the parties which expressly refers to the intent of the parties to amend this MSA; any purported amendment not in writing and properly executed shall be null, void and of no effect.

THUS DONE AND EXECUTED on behalf of the parties by duly authorized officers of each in multiple originals before the undersigned, competent witnesses on the 17day of December, 2013.

COMPANY:

CCRMA

County Administrator Cameron County

Bv:

Name: Pete Senalvedox

Title: CCRMA Executive Director

CONTRACTOR:

(RAM) RODS Aerial Mapping, LLC

Name: Terry K

Title: PRESIDENT

EXHIBIT "A"

SCOPE OF WORK

DESCRIPTION OF WORK: Perform LiDAR services on land, when requested and other service requested in a scope of work for projects, limited to those requested by an authorized representative of COMPANY and directed to CONTRACTOR. Unless specifically requested by COMPANY and included in CONTRACTOR's work scope, CONTRACTOR assumes no responsibilities for ensuring the accuracy of information and data provided to CONTRACTOR by COMPANY, or any third party, relating to subsurface, buried or submerged objects or obstructions such as, but not limited to, cables, conduits, umbilicals, pipelines, anchors and wrecks ("underwater/underground hazards"), or the existence or location of boundaries and/or wellsites. Unless specifically requested by COMPANY and included in CONTRACTOR's work scope, CONTRACTOR assumes no responsibilities for making any study, investigation or survey of any kind (whether by way of researching its records or maps, or public records or maps, or information provided by COMPANY or third parties, or by conducting surveys in the field) to determine the existence or location of underwater/underground hazards, or the existence or location of boundaries and/or well sites, which may be in the vicinity of a position located, marked or designated by CONTRACTOR for any purpose. CONTRACTOR assumes no responsibilities or duties in connection with the actual movement, navigation or maneuvering (including jacking) of any vessels (except those vessels provided by CONTRACTOR), or in connection with the actual setting or retrieval of any anchors (except anchors of those vessels provided by CONTRACTOR).

SCOPE DETAILS:

1) LiDAR Acquisition

The following Scope of Work describes the task details that are included in the Services to be provided by the SUBCONSULTANT. The SUBCONSULTANT will provide professional surveying and aerial mapping services required for the Recommended Preferred Alternative. The standards and specifications under which this work will be performed are detailed hereinafter under "Standards and Specifications for Surveying Services

Low Altitude LiDAR Mapping

The SUBCONSULTANT will acquire LIDAR imagery and aerial Photography for four (5) sites. The sites are Rio Hondo(outer Parkway), Veterans International Bridge, West Rail, Sh 32, and Sh 550. There will be LiDAr data collected during this flight, but will be processed and delivered on a different work order.

Data collection will not be conducted while there is snow cover on the ground nor during inclement weather conditions (high winds, rain, fog, low cloud cover) that would significantly diminish the quality of the data.

- A) The LiDAR scan will be captured with our Trimble Harrier system (Eye Safe) with a scan and pulse rate to generate an aggregate of 3-4 points / m2 on the subject area. Our HALIS® approach coupled with the Fullwave form LiDAR returns (unlimited returns per pulse) with 16 bit intensity allows for point density range capturing key LiDAR returns as the light penetrates through the forest canopy. Up to four (4) coordinate points will be collected for each laser pulse, using multiple return signals from a single laser pulse.
- B) Color imagery (3" pixel) of the subject area will be captured simultaneously with the LiDAR scan. Acquiring imagery and LiDAR simultaneously allows for more accurate data using the same IMU, GPS and control position on both sensors to ensure the best fit possible. The use of a co-registered / integrated LiDAR & Image system that captures equidistant swaths of data from the same positional system and solution simultaneously improves work flow efficiency and more accurate data.

D. GPS satellite availability

RAM will utilize GPS Satellite Software, for an evaluation of the optimum time for GPS data collection is performed. The latest satellite almanac is used for precise planning of optimum PDOP times and maximum satellite visibility. By utilizing the latest almanac, any satellites having known problems are taken into



consideration during the planning process. Dilutions of Precision charts are produced showing the best/worst times of the day for GPS satellite availability. LiDAR flights will be conducted when PDOP is predicted to be at its lowest value for maximum efficiency.

E. Acquisition Parameters

The flights will be planned to insure sufficient sidelap to avoid data gaps. The LiDAR spot Diameter will be approximately 25cm. Aircraft speed and altitude are dependent on the terrain. Our flight planning software generates the safest and most economical data collection parameters for each flight line. The LiDAR data will maintain consistency throughout the project area. The aircraft speed is approximately 120mph at an altitude of 2000'- 3000' AGL. The LiDAR acquisition will meet the minimum standards in the scope of work.

2) .LAS File Processing

A. ABGPS / IMU Post Processed

RAM will use TerraPos (GPS+GLONASS) post-processing software based on the principle of Precise Point Positioning (PPP, P3). This processing technique uses postprocessed precise satellite ephemeris and various sophisticated error modeling such as troposphere, ionosphere and clock corrections. TerraPos utilizes precise orbits and clock corrections for the satellites, together with advanced error modeling to produce positions with impressing accuracy. The result is an excellent tool for positioning in applications allowing for post-processing, such as airborne photogrammetric or LiDAR operations, seabed mapping, or seismic surveying. Taking advantage of the Trimble Harrier designed stability and HALIS® methodology, we have successfully utilized TerraPos in computing ABGPS, IMU data, LiDAR, and Image orientation, achieving accuracies equal to those computed with ground base stations employed during acquisition flights. For additional control we utilize the National Geodetic Survey (NGS), Continuously Operating Reference Station (CORS) utilizing Trimble Applanix Smart Base software. In order to confirm accuracies requested a base station recording data a 1 second epochs is suggested for production of 1-foot contour intervals. Airborne post processing will use base stations as a top priority with TerraPOS and SmartBase secondary.

B. .LAS Development

After standard GPS post processing the next phase is to combine the laser measurements with the GPS\IMU data. This task is performed in the Topit LiDAR software (Trimble software) where the SBET (Smoothed Best Estimated Trajectories) and SDC (angle and distances) files are combined to produce an LAS file or Point Cloud. Also in this process the laser measurements are transformed from WGS84 coordinate to the client requested Coordinate System.

C. Ground Control / Check Points

Field Survey activities necessary for the successful completion of this project will be provided by client to RAM. Select ground control locations, per site, will be provided by RAM. Each control point will be compared to the LiDAR to ensure that data collected meets the accuracy requirements expected.

Quality Assurance and Quality Control

Preflight QA/QC

Prior to each LiDAR/Ortho imagery flight, measures are taken to ensure that all specifications for capture are met and completed safely. Weather conditions are monitored and flights will be suspended if

DOP Position

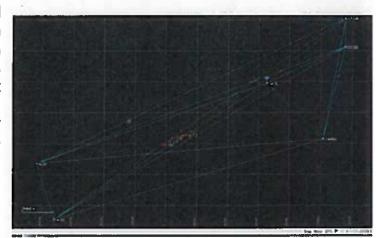
conditions prove to be unsafe and/or will adversely affect data acquisition. High winds and turbulence may cause excessive crab or unfavorable conditions that may affect the quality of the imagery or cause gaps in LiDAR coverage. Under such conditions, data acquisition will be postponed.

Prior to each LiDAR flight, satellite constellation and atmospheric conditions are monitored using Trimble Planning Software v2.9. LiDAR data acquisition is planned so that capture does not occur during periods of high PDOP. PDOP is considered to be high if it reaches a value of 3.0 or higher. To increase efficiency fuel stops are planned for these times if possible.

Flight plans are configured for optimal coverage using topographic data from Delorme XMap 7 GIS Software Suite. Each flight line is analyzed and a terrain height is calculated to ensure an accurate flight altitude for complete corridor coverage. In the case of mountainous terrain, other factors will be taken into consideration to calculate the best altitude and flight plan to meet individual project requirements.

Metro GeoSpatial utilizes Trimble Applanix POSPac MMS v5.4 SmartBase technology to

review the CORS network during the planning stage of each project. If the CORS network does not provide adequate coverage for the project area, additional ground GPS base stations collecting data at 1 second epochs will be deployed during flight.



In Flight QA/QC

During each flight the Harrier system operator monitors all aspects of data capture. PDOP is monitored using the onboard Applanix POS AV system. Unexpected PDOP spikes are noted and flight lines are re-flown accordingly. The altitude, speed, and

attitude of the aircraft are constantly monitored using the POS AV software. In addition, the laser files are checked for validity immediately following the completion of each flight line. In the unlikely event errors are found in the stored laser file, the corresponding flight line is re-flown. Periodically during flight, the collected images are analyzed and ISO speed and exposure corrections are made accordingly.

Post Flight QA/QC

Immediately following each day of capture, all of the data is offloaded and copied twice onto separate hard drives. The IMU data and airborne GPS data are



checked for continuity utilizing Applanix POSPac MMS software. The ground GPS base data is also analyzed for continuity, quality, and duration to ensure the data spans the entire flight and a quality smoothed best estimated trajectory will be produced.

The LiDAR data is validated onsite prior to demobilization using Trimble TopPIT software. The laser data is checked for required coverage, point density, and anomalies. Areas with coverage gaps that result in failure to meet project specifications are re-flown.

Planimetric Mapping from Airborne data

None under this work order

Digital Terrain Model (DTM)

None under this work order

LiDAR / Image Deliverables:

Ortho-imagery of the corridor with exterior orientation files in Mr. Sid format

3) Pricing

Delivery will be Flight and Digital Ortho Photography 3" Pixel RES The Processed LiDAR Data will be processed at a later time.

Site 1 Rio Hondo Outter Parkway 2 mile wide Corridor) Approx 22 miles High Flight

a) LiDAR Acquisition @ 3-4 ppm on approximately

b)Data coverage 2 mile wide corridor

c)6" pixel orthophotography of corridor

d)Flight, Digital Ortho Photography

e)LiDAR Data processing (not under this work order)

f)Cost \$24,700.00 Flight & Ortho

g)Cost \$ 22,500.00 processing LiDAR Data(not under this work order)

Total this work order \$24,700.00

Site 2 – Veteran's International Bridge low flight inside the boxed area

- a) LiDAR Acquisition @ 3-4 ppm on approximately
- b) Data coverage boxed area
- c) 0.25' pixel orthophotography of corridor
- d) Flight, Digital Ortho Photography
- e) LiDAR Data processing at a later time LiDAR Acquisition @ 3-4 ppm on approximately
- f) Cost \$11,500 Flight & Ortho
- g) Cost \$ 9,500.00 processing LiDAR (not under this work order)

Total this work order \$11,500.00

Site 3- West Rail (3,000'corridor)

- a) LiDAR Acquisition @ 3-4 ppm on approximately
- b) Data coverage 1200' wide corridor
- c) 0.25' pixel orthophotography of corridor
- d) Flight, Digital Ortho Photography
- e) LiDAR Data processing at a later time
- f) Cost \$12,500 Flight & Ortho
- g) Cost \$ 12,900.00 processing LiDAR Data (not under this work order)

Total this work order \$12,500.00

Site 4- SH 550 Approx 12 miles Low Flight 1400' corridor

- a) LiDAR Acquisition @ 3-4 ppm on approximately
- b) Data coverage1200' wide corridor
- c) 0.25' pixel orthophotography of corridor
- d) Flight, Digital Ortho Photography
- e) LiDAR Data processing at a later time
- f) Cost \$12,500 Flight & Ortho
- g) Cost \$ 12,900.00 processing LiDAR Data at(not under this work order)

Total this work order \$12,500.00

Site 5- SH 32 Approx 13 Miles Low Flight 1400' corridor

- a) LiDAR Acquisition @ 3-4 ppm on approximately
- b) Data coverage 1200' wide corridor
- c) 0.25' pixel orthophotography of corridor
- d) Flight, Digital Ortho Photography
- e) LiDAR Data processing at a later time
- f) Cost \$17,500 Flight & Ortho
- g) Cost \$ 15,900.00 processing LiDAR Data (not under this work order)

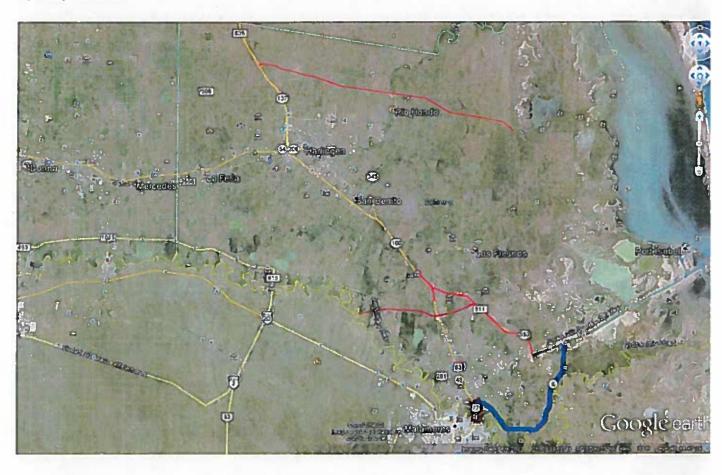
Total this work order \$17,500.00

Site 6 Cameron County Airport

a} No cost

Total for all projects for Flights and Ortho photography \$78,700.00

4) Project Area



COMPENSATION: Lump Sum Net 30

Not to exceed \$78,700.00

2-E CONSIDERATION AND APPROVAL OF AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND SULLIVAN PUBLIC AFFAIRS



MEMORANDUM

To: Chairman and Board Members

From: Pete Sepulveda, Jr.

Re: Agenda Item 2E Date: January 9, 2014

I would like to request authorization to continue the services of Ray Sullivan of Sullivan Public Affairs of Austin, Texas.

Ray has been instrumental over the years in facilitating meetings with state leaders and assisting the CCRMA as we continue to seek funding for our projects. During the last legislative session Ray assisted with the bills that were passed for us. Ray has also helped in ensuring funding from TXDOT for some of our projects.

One of the main primary tasks of Mr. Sullivan under this agreement would be the continued funding for the completion of the U.S. 77/I-69 corridor.

As you know, we have never been closer to completing this project. The Driscoll relief route and the Riviera relief route are two main projects still left on the corridor.

My recommendation is for the Board to approve the agreement with Sullivan Public Affairs.

CONTRACT FOR CONSULTANT SERVICES between Cameron County Regional Mobility Authority and Sullivan Public Affairs

The Cameron County Regional Mobility Authority ("CCRMA"), a political subdivision of the State of Texas, hereby contracts with Sullivan Public Affairs ("Consultant") to have Consultant assist with certain government relations efforts of the CCRMA effective January 1, 2014 and ending December 31, 2014, unless terminated earlier.

Section 1 - Duties

Consultant will assist the CCRMA in matters pertaining to government affairs involving the Texas Department of Transportation ("TxDOT"), state lawmakers, and local officials along the I-69 corridor, including Nueces, Kenedy, and Willacy Counties, to generate support for innovative financing options and development methods for the I-69 corridor (the "Services"). These duties may include, but are not limited to:

- A. Monitoring legislative activity that may affect the Services and informing the CCRMA of its status.
- B. At the direction of the CCRMA, representing the CCRMA before state or local governmental bodies on particular legislative proposals or proposed rule-makings related to the Services.
- C. Providing the CCRMA with periodic reports concerning legislation, rule-making or political activities that may affect the Services.
- D. Advising the CCRMA generally on the political and legislative climate, implementing agreed-upon strategies, and generally assisting in establishing a positive presence before various governmental bodies.
- E. Upon request, assisting the CCRMA in preparing research documents and briefing materials and distributing them to public officials and/or staff members. Unless Consultant is otherwise directed, the CCRMA will be responsible for all media contacts.

Section 2 - Legal Compliance and Disclosures

Consultant is responsible for complying with any and all applicable laws, statutes, ordinances or regulations, whether federal, state or local, including without limitation, the applicable provisions of lobbying laws in Texas, where appropriate, and laws relating to the accurate and timely filing of expense and disclosure reports by lobbyists. Consultant shall provide the CCRMA with any employer disclosure reports that may be required under such laws.

Section 3 - Relationship with the CCRMA

- A. Consultant is an independent contractor or practitioner and is not an employee of the CCRMA. All persons employed or contracted by Consultant shall be the sole employees of Consultant.
- B. Consultant shall not hold himself or herself out to be an employee the CCRMA to any person or entity. Consultant shall not have authority and shall not present himself or herself to any person or entity as having authority to incur any debt or obligation on behalf of the CCRMA or bind the CCRMA to any agreement. Consultant is authorized to communicate the CCRMA's position on the Services.
- C. Consultant agrees that any information or data obtained or developed by Consultant for the CCRMA and any information or data furnished by the CCRMA to Consultant is proprietary and shall not be used by Consultant for any other work or purpose other than may be specifically authorized by the CCRMA in writing.

Section 4 - Compensation

- A. Consultant will be paid a retainer of \$7,500 per month. Consultant will submit a monthly invoice to the person designated by the CCRMA for payment. Payment by the CCRMA is due within 45 days of receipt of an invoice.
- B. Pursuant to Section 556.0055 of the Texas Government Code, Consultant will not be compensated with state funds.

Section 5 - Cancellation

Either party may, with or without cause, cancel this agreement upon thirty (30) days' written notice to the other party. The CCRMA will pay the monthly retainer through the effective date of cancellation (i.e., the date which is thirty (30) days following the date of the written notice). Any notice required to be given by either party under this Agreement, will be sent to the business addresses set forth below and shall be deemed effective upon deposit in the United States Postal Service or other nationally recognized overnight carrier (e.g., UPS).

Notice if addressed to Consultant:

Ray Sullivan Sullivan Public Affairs 919 Congress Ave #1500 Austin, TX 78701

Notice if addressed to the CCRMA:

Pete Sepulveda RMA Coordinator Cameron County Regional Mobility Authority 1100 E. Monroe Brownsville, Texas 78521

IN WITNESS WHEREOF, the parties have executed this Agreement this 3 day of February 2014.

Cameron County Regional Mobility Authority

By:
Pete Sepulveda, RMA Coordinator

Sullivan Public Affairs

By:

2-F CONSIDERATION AND APPROVAL OF PROCLAMATION HONORING PHIL WILSON, TEXAS DEPARTMENT OF TRANSPORTATION EXECUTIVE DIRECTOR

STATE OF TEXAS

§

COUNTY OF CAMERON

PROCLAMATION

BE IT RESOLVED THAT ON THE 9th DAY OF JANUARY, 2014, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN A SPECIAL MEETING AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS PLACED ON THE AGENDA OF THE SAID BOARD MEETING FOR SUCH MEETING, TO BE CONSIDERED:

"CONSIDERATION AND APPROVAL OF A PROCLAMATION HONORING MR. PHIL WILSON, EXECUTIVE DIRECTOR OF THE TEXAS DEPARTMENT OF TRANSPORTATION"

- WHEREAS, Phil Wilson from Brownwood, Texas earned a Bachelor's Degree in Political Science and History in 1990 from Hardin-Simmons University in Abilene and earned a Master's Degree in Business Administration from Southern Methodist University in Dallas, Texas; and
- WHEREAS, before joining the Texas Department of Transportation (TxDOT), Phil Wilson served as Senior Vice President of Public Affairs and as a Corporate Officer for Luminant, Texas' largest Electric Generation Company. In 2007, Governor Rick Perry appointed Wilson as Secretary of State. His public service also includes more than 10 years as key aide to U.S. Senator Phil Gramm; and
- WHEREAS, on October of 2011, Phil Wilson, joined TxDOT as Executive Director where he managed, directed and implemented TxDOT policies, programs and operating strategies. He also represented TxDOT before the Texas Legislature and other entities; and
- WHEREAS, throughout his career as a public servant he was able to provide, implement and direct for the betterment of the communities and the State of Texas.

NOW THEREFORE BE IT FURTHER PROCLAIMED, that the Cameron County Regional Mobility Authority Board of Directors recognizes and congratulates Mr. Phil Wilson for his accomplishments with the Texas Department of Transportation.

Passed, Approved and Adopted on this 9th day of January, 2014.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

DAVID E. ALLEX RMA CHAIRMAN

MICHAEL SCAIEF
RMA TREASURER

DAVID N. GARZA
RMA DIRECTOR

RUBEN GALLEGOS, JR.
RMA SECRETARY

MARK ESPARZA
RMA DIRECTOR

HORACIO BARRERA
RMA DIRECTOR

NAT LOPEZ
RMA DIRECTOR

RMA DIRECTOR

2-G CONSIDERATION AND APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 TO CONSTRUCTION MANAGEMENT SERVICES FOR THE SH 550 CONTRACT WITH S&B INFRASTRUCTURE, LTD FOR THE SH 550 MITIGATION COORDINATION

THE STATE OF TEXAS §
COUNTY OF CAMERONS

SUPPLEMENTAL AGREEMENT NO. 1

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY "Authority", and S&B INFRASTRUCTURE, LTD., of McAllen, Texas, hereinafter called the "Engineer".

WITNESSETH

WHEREAS, the Authority and the Engineer executed the Agreement on the 11th day of February 2013 concerning the provision of professional services consisting of Construction Management Services of SH 550 from U.S. 77/83 to 0.53 Miles East of Old Alice Road ("Project").

WHEREAS, Article 5, Paragraph 5.2 of the Agreement, <u>Special Services</u>, establishes those services to be provided by the Engineer as Special Services; and,

WHEREAS, Article 5, Paragraph 5.3 of the Agreement, <u>Contract not to Exceed Amount</u>, establishes the maximum amount the Engineer will be paid for services rendered; and,

WHEREAS, EXHIBIT "B" of the Agreement, Services to be Provided by the Engineer establishes the activities the Engineer shall perform for the development of the Project.

WHEREAS, it has become necessary to amend the contract to add wetland mitigation site monitoring and increase the maximum amount the Engineer will be paid for services rendered.

AGREEMENT

NOW THEREFORE, premises considered, the Authority and the Engineer agree that said Agreement is amended as follows:

I. Article 5, Paragraph 5.2 of the Agreement, <u>Special Services</u>, is revised/supplemented to add the following:

7. WETLAND MITIGATION SITE MONITORING Actual performance of wetland mitigation site monitoring associated with the Project.

By Engineer at Contract Rates shown in Exhibit "D", attached hereto, and/or negotiated subcontract expense plus a 10% service charge.



II. Article 5, Paragraph 5.3 of the Agreement, Contract not to Exceed Amount, is void and replaced with the following:

5.3 Contract not to Exceed Amount: The maximum Engineer will be paid is \$2,233,853.58 unless that amount is modified by mutual agreement of the Parties.

III. EXHIBIT "B" of the Agreement, Services to be Provided by the Engineer, is revised/supplemented to include the activities identified in Attachment "A" of this Supplemental Agreement.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Authority have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the 14th day of November, 2013.

THE ENGINEER: S&B INFRASTRUCTURE, LTD.

N Sec

BY:

Daniel O. Rios, P.E., Senior Vice President

OWNER:

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

BY:

David Allex, RMA Chairman

1-9-14

ATTEST:

LIST OF ATTACHMENTS

ATTACHMENT "A" - Supplemental Services to be Provided by the Engineer: Wetland Mitigation Site Monitoring

ATTACHMENT "A"

Supplemental Services to be Provided by the Engineer Wetland Mitigation Site Monitoring

The following outlines additional activities and services to be Provided by the Engineer associated with the Project:

PROJECT UNDERSTANDING AND GOALS

Due to 25.92 acres of unavoidable impacts to jurisdictional waters of the US, including wetlands for the SH 550 Spur project located near the Port of Brownsville, compensatory mitigation was required. The mitigation site was located on Port of Brownsville property on Long Island in Port Isabel Texas. The CCRMA was required to restore 26.77 acres of tidal estuarine and seagrass habitat and preserve 6.30 acres of those habitats, for a total of 33.07 acres. A mitigation plan was developed and approved by the USACE. An initial planting and monitoring effort has been completed. 8.53 acres of black mangrove (87,260 individuals) were planted and a 60 day survival survey was conducted in October 2011. 1.90 acres of saltwort (20691 individuals) were planted and a 60 day survival survey was completed in October of 2011. 7.65 acres of Shoalgrass (83,309 individuals) were planted and a 60 day survival survey was completed in September of 2011. 5.16 acres of Smooth cordgrass (50,366 individuals) were planted and a 60 day survival survey was completed in September of 2011. The remaining 5 percent of black mangrove to complete the original planting effort were planted in September 2013. A 60 day survival survey will be conducted in November 2013. If 50% survival rate is not accomplished, replanting would occur in December 2013.

No Smooth cordgrass survived the initial plantin. After re-coordination with USACE, it was determined to replace the Smooth cordgrass with Black Mangrove. The Black Mangrove that will be planted to replace the smooth cordgrass will be planted in March 2014 and a 60 day survival survey conducted in May 2014.

The work to be performed by the Engineer shall include project coordination, a modification to the USACE Individual Permit (SWG-2009-00258) to include S&B as the authorized agent on behalf of the CCRMA and Wetland Site Mitigation Monitoring due to impacts to jurisdictional wetlands for the SH 550 roadway project once a year for a minimum of three (3) years to a maximum of five (5) years. The proposed project is being developed by the CCRMA oversight.

Task - 1: Modification of USACE Individual Permit (SWG-2009-00258)

The Engineer will modify the USACE Individual Permit (IP) to reflect the change in the authorized agent on behalf of the CCRMA. The authorized agent would become a representative of S&B instead of the representative from HNTB.

Task - 2: Wetland Mitigation Monitoring

Long-term monitoring would be conducted in November 2013 to determine the required 60 day



survival rate for the Black mangrove planted in September of 2013 and to determine if 60% Black ATTACHMENT "A", continued.

Mangrove and 70% vegetative cover for Saltwort and Shoalgrass planted in 2011. An annual survey will be performed in the fall (September or October) for a period of 4 more years or for 3 years if 60% areal coverage of mangroves and 70% aerial coverage of the remaining species is achieved. In addition a 60 day survival count would be conducted in May of 2014 once the black mangrove has been planted for replacement of the smooth cordgrass. Percent aerial coverage would be accomplished by establishing 13 separate line transects along the 33 acre site with a maximum of 130 survey points within the mitigation area. A summary of the surveys are described below.

- A 60 day survival survey for Black Mangrove that was planted in September 2013 along
 the berm that was temporarily built to protect the plantings from wave action would be
 conducted in November 2013. A survey of the channels would also be conducted to
 determine if the circulation channels are silting up.
- A 60% aerial coverage survey for black mangrove that were planted in October of 2011 and a 70% aerial coverage survey for saltwort, and shoalgrass for plants planted in September of 2011. Survey would utilize a line transect method and would be conducted in November of 2013. A survey of the channels would also be conducted to determine if the circulation channels are silting up.
- A 60 day survival survey for Black Mangrove for the plants that will be planted in March 2014 to replace the smooth cordgrass would be conducted in May of 2014. A survey of the channels would also be conducted to determine if the circulation channels are silting up.
- A 60% aerial coverage survey for black mangrove and 70% aerial coverage survey for saltwort and shoalgrass would be conducted in September or October of 2014 for the entire mitigation site. A survey of the channels would also be conducted to determine if the circulation channels are silting up.
- A 60% aerial coverage survey for black mangrove and 70% aerial coverage survey for saltwort and shoalgrass would be conducted in September or October of 2015 for the entire mitigation site. A survey of the channels would also be conducted to determine if the circulation channels are silting up.
- A 60% aerial coverage survey for black mangrove and 70% aerial coverage survey for saltwort and shoalgrass would be conducted in September or October of 2016 for the entire mitigation site (if necessary). A survey of the channels would also be conducted to determine if the circulation channels are silting up.
- A 60% aerial coverage survey for black mangrove and 70% aerial coverage survey for saltwort and shoalgrass would be conducted in September or October of 2017 for the entire mitigation site (if necessary). A survey of the channels would also be conducted to determine if the circulation channels are silting up.
- Monitor relative seagrass abundance along the eastern shoreline of Long Island adjacent to
 the mitigation site for a 5-year period. Each year of the 5-year monitoring perioed and
 after the end of the monitoring period, the Engineer would obtain the latest infared aerial
 photography available at that time (through applicable Texas Natural Resources
 Information System data) and compare the limits of seagrass stands and percent cover with
 observations made from previous aerial photographs. The limits and percent cover of

seagrass stands will be reported in the annual mitigation status report, including exhibits. ATTACHMENT "A", continued.

This effort will include observations made from aerial photographs and from the shoreline of the site only. No surveys or sampling of the sensitive areas outside the site will be conducted.

- In addition to the surveys, the Engineer will inspect all fencing, signage, and bollards to ensure they are all in working condition.
- If in the event the mitigation site does not meet the required aerial coverage's, the Engineer would coordinate with USACE and CCRMA to come up with an action plan to ensure the percentages are accomplished.

Task - 3: Mitigation Monitoring Survey Reports

The Engineer will produce a written report detailing the results of each survey and submit the reports to the USACE within 30 calendar days of completing the survey. The report shall include photographs, maps depicting the different species and percent aerial coverage along with transect lines and point count locations. A summary of the percent ground cover and species composition, a general statement describing the conditions of the mitigation site and success and or potential challenges will be included

Task - 4: Coordination with USACE/CCRMA

The Engineer will coordinate with the USACE to discuss issues with the mitigation site and will update the CCRMA after each survey.

Task - 5: PROJECT MANAGEMENT (Function Code 164)

The Engineer will manage the project on a yearly basis.

Assumptions

Any replanting of species is not included in this scope and fee, along with any required modification of the mitigation site plan.







To:

Pete Sepulveda

From:

Adrian Rincones

cc:

Date:

January 9, 2014

Re:

Claims Paid

Attached are the claims that have been paid since last board meeting on December 20, 2013.

Claims Dates

January 3, 2014

Invoices Selected for Payment - Claims to be Paid

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
Adrian	Adrian Rincones	002	799.00	Reimbursement - AR for TxTag Replenish & Payroll Software
Adrian	Adrian Rincones	Adrian-12-27	294.48	CPE & Postage
CNA Surety	CNA Surety	#71344648	128.41	Horacio Barrera - Bond Policy#71344648 - Co. 0601
CNA Surety	CNA Surety	#71346656	87.50	Natividad Lopez - Policy#71346656 - Co 0601
Harlingen	Harlingen Area Chamber of	31447	220.00	Harlingen Chamber of Commerce-Membership
Lizbeth J. Ponce	Lizbeth J. Ponce	Liz 12-31-13	840.00	Administrative Services from 12-23 to 12-31
Mercedes	Merceds Area Chamber of C	20113	150.00	Merceds Area Chamber of Commerce
Michelle Lopez	Michelle Lopez	ML - Dec Mileage	123.62	ML - Dec Mileage Reimbursement
Pete	Pete Sepulveda Jr	Pete - Luncheon	149.53	Luncheon - BOD Meeting 12-12-13
Pete	Pete Sepulveda Jr	Pete-SPI	507.80	Travel to Austin for Meeting with NOAA - SPI
PUB	Public Utilities Board	Dec-588837	200.76	BPUB
Sullivan Public Affa	Sullivan Public Affairs	Sullivan - Dec 2013	7,500.00	Sullivan - Dec Govt Consulting Services
TML	Texas Municipal League Inte	1-9384	7,148.50	TML - Property & Liability Ins for Toll Gantrys
TXU	TXU Energy	054926188019	352.07	TXU Bill
Report Total			18,501.67	

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Invoices Selected for Payment - Claims to be Paid

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
Adrian	Adrian Rincones	Adrian-Nov & Dec	31.92	Adrian Nov & Dec Mileage
Adrian	Adrian Rincones	AR - Cell Dec	100.00	Cell Phones - Dec
Cameron County	Cameron County	CAF 2012 Bonds	8,333.33	CAF for 2012 Bonds
Cameron County	Cameron County	CC - Dec	12,727.42	December Personnel Expenses
Cameron County	Cameron County	Nov 2013	12,727.42	Payroll Accrual
HNTB	HNTB CORPORATION	96-40619-PL-017	53,331.98	HNTB WA#17 SWA 11 SPI Phase 3A
HNTB	HNTB CORPORATION	97-40619-PL-017	5,912.80	HNTB Invoices for October 2013
HNTB	HNTB CORPORATION	98-40619-CN-033	20,012.87	HNTB Engineering Services November
HNTB	HNTB CORPORATION	99-40619-PL-008	10,473.30	Engineering Services on West Rail
нитв	HNTB CORPORATION	99-40619-PL-029	22,088.00	Engineering services on SH550 Permit Service
Lizbeth J. Ponce	Lizbeth J. Ponce	Liz Mileage	23.62	Liz Ponce - Mileage
Mcallen Chamber	Mcallen Chamber of Comme	33793	260.00	Mcallen Chamber of Commerce
Michelle Lopez	Michelle Lopez	ML - Cell Dec	100.00	Cell Phones - Dec
SPI Chamber	South Padre Island Chambe	9227	220.00	SPI Chamber Of Commerce
Report Total			146,342.66	

3-B DISCUSSION AND PRESENTATION BY A TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM REPRESENTATIVE REGARDING RETIREMENT BENEFITS FOR CCRMA EMPLOYEES

Texas County & District Retirement System

Preliminary Actuarial Study with Assumed Participation Date 01/01/2014 Cameron County Regional Mobility Authority (E-50)

			Plan 1		Plan 2		Plan 3		Plan 4
	Employee Deposit Rate	-	2%		7%		7%		7%
Benefit	Employer Matching Rate	7	200%		200%		250%		250%
Provisions	Monetary Prior Service Percentage	က	%0		%0		%0		8 %
	Savings Rate	4	21.0%		21.0%		24.5%		24.5%
	Vesting & Retirement at Age 60								
	10 Years	2	%00.0	L	%00.0	C	0.00%	Ç	%000
	8 Years	9	© 0.01%	(•	0.01%	6	0.01%	. (4	0.00%
Eligibility	5 Years	7	€ 0.02%	ر	0.02%	L	0.02%	C	0.02%
Contons	Rule of 80	8	د 0.00%	ز	0.00%	C	%00.0	L	0.00%
	Rule of 75	6	© 0.16%	(•	0.16%	(e	0.19%	(•	0 19%
	30 Years at Any Age	10	© 0.00%	ر	%00.0	(e	0.00%	C	%000
	20 Years at Any Age	-	C 0.32%	(•	0.32%	L	0.38%	•	0.38%
Other Options	Partial Lump Sum	12 F	₩ 0.01%	Ð	0.01%	D	0.01%	ì	0.01%
Employer	Normal Cost	13	9.37%		9.37%		11.60%		11.60%
Contribution	Unfunded Accrued Actuarial Liability (UAAL)	4	0.44%		0.76%		0.53%		0.91%
DO BY		15	9.81%		10.13%		12.13%		12.51%
Unfunded Accrued	UAAL Amount	16	\$7,866		\$13,558		\$9,507		\$16.239
Actualias Lability	Amortization Period in Years	17	20 Years		20 Years		20 Years		20 Years
Payment	Full UAAL Payment with interest	@	\$8,574		\$14,778		\$10,363		\$17.701
Upon Participation	Upon Participation Actual Payment Amount	19	\$0		\$0		\$0		\$0
Elected Rate	Elected Rate	20	%00.0		0.00%		%00.0		%00.0

Other Information from the Preliminary Actuarial Study

bor of omplement officials for TODOO	
Inditional of enjoyees eligible for ICDRS membership	2
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CASTRAGE INTRING OF UTESE EMPLOYEES (INCIDING "Other system service")	7 7 7
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21 © None	22 Employees Only	23 C Employees and Retirees
Group Term Life	Coverage GIL Election	

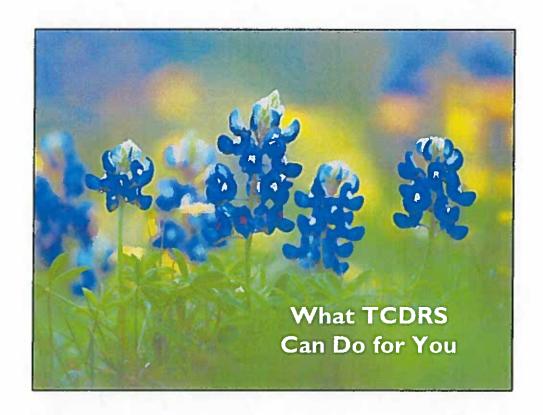


TCDRS: A Benefit Plan That Works for You

Kristina Acuña
TCDRS Employer Services Representative

Agenda

- * What TCDRS can do for you
- * How the plan works
- * Your plan options: Finding the right fit
- * Funding your plan
- * Doing retirement right



A Benefit for Your District

A TCDRS retirement plan, as part of your total benefits package, helps you ...



Attract and retain talented people



Stand out among other companies



Provide benefits that fit your needs and budget



Take advantage of TCDRS' terrific value

A Benefit for Your Employees



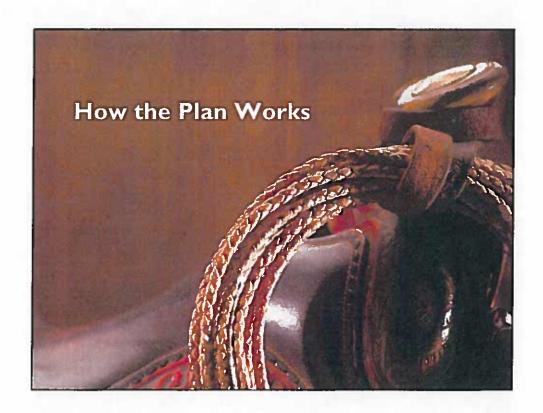
Employee savings earn 7% compound interest



Lifetime benefit at retirement that includes employer matching

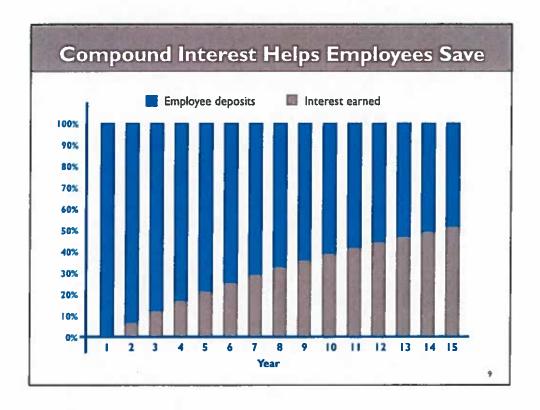


Account options when employees leave









Portability for Employees

★ Option I: Keep money with TCDRS

- Account continues to earn 7% interest until required distribution at age $70\frac{1}{2}$
- Lifetime monthly benefit with employer matching (when vested and eligible to retire)

★ Option 2: Rollover

- Forfeit a lifetime monthly benefit and lose employer matching
- Avoid paying tax penalties

★ Option 3: Withdraw

- Forfeit a lifetime monthly benefit and lose employer matching

Portability for Employees

★ Service time from other TCDRS employers and other public retirement systems counts.

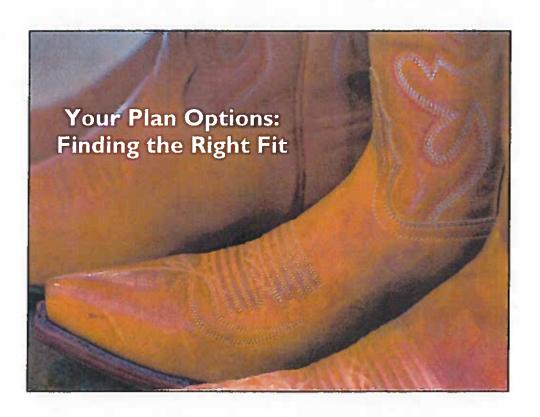
ERS (State of Texas) TMRS (Select Cities)

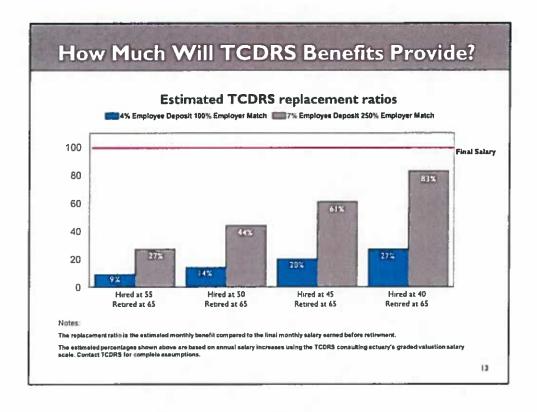
JRS (Courts) COA (City of Austin)

TRS (Schools)

★ Your employees can combine time, not money, to meet vesting and eligibility requirements.

П



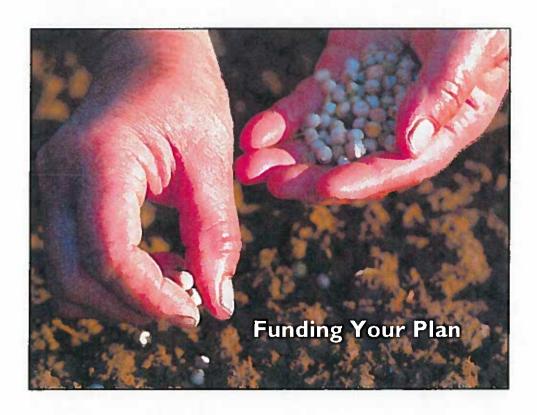


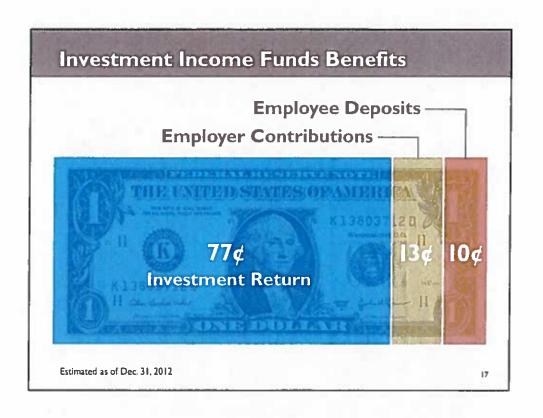
Basic Plan Options

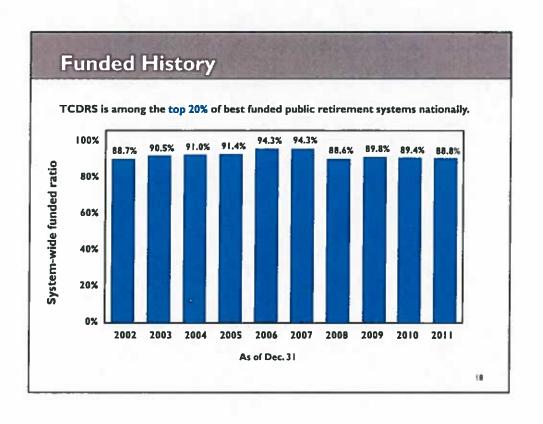
- * Employee deposit rate: 4%, 5%, 6% or 7%
- **Employer matching:** \$1.00 : \$1.00 to \$2.50 : \$1.00
- * Retirement eligibility
 - At age 60 with 5, 8 or 10 years of service (vesting)
 - Rule of 75 or Rule of 80 (must be vested)
 - 20 or 30 years of service at any age
- ★ Prior Service: Monetary credit for service before joining TCDRS

Additional Plan Options

- * Partial lump-sum payment at retirement
- **★ Group Term Life**
- **★ Cost-of-living adjustments (COLAs)**





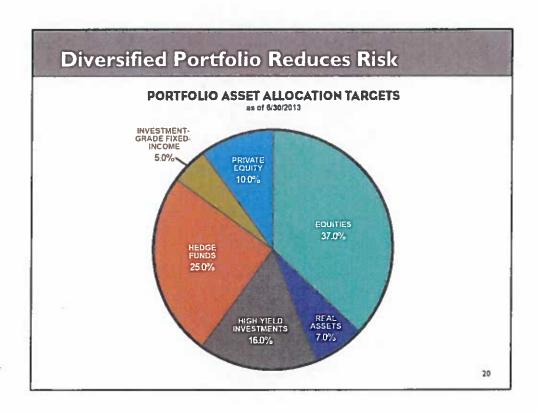


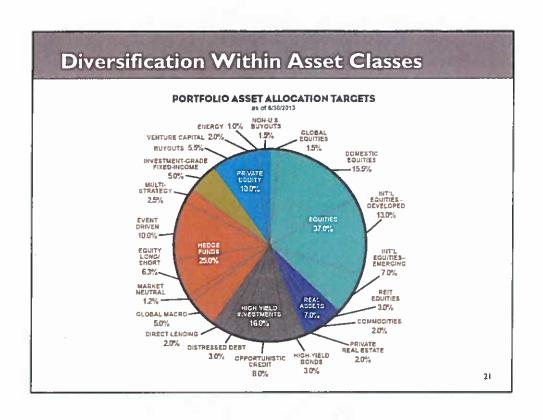
Monitoring Our Performance

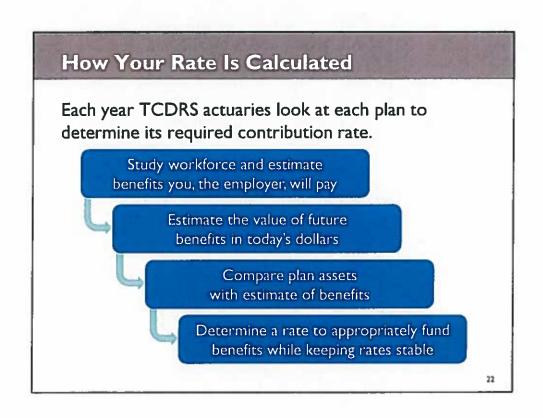
As of Dec. 31, 2012

Annualized Returns*	2012 Return	3 Year	5 Year	10 Year	20 Year	25 Year	30 Year
Total Fund	12.6%	7.8%	2.4%	7.2%	7.2%	8.4%	9.2%
Benchmark Return	11.5%	7.3%	1.9%	7.0%	6.4%	7.3%	8.1%

*Net of fees







What Your Rate Does

- * Funds your current employees' future benefits
- * Pays down your unfunded liabilities within 20 years
 - Unfunded liabilities are the difference between estimated plan liabilities and plan assets.
 - By paying your required rate, you will pay your unfunded liabilities down to zero in 20 years

23

Controlling Your Rates

- * Contribute at a higher elected rate
- * Make a lump-sum contribution
- * Additional, optional contributions ...
 - Allow you to prefund benefit enhancements, such as COLAs
 - Provide a cushion against possible future negative plan experience, such as investment losses

Flexibility and Local Control

			Employee D	eposit Rate	9
		7%	6%	5%	4%
	250%	12.12%	10.40%	8.67%	6.93%
e e	225%	10.97%	9.40%	7.84%	6.27%
Rate	200%	9.80%	8.41%	7.01%	5.61%
ing	175%	8.65%	7.42%	6.18%	4.95%
Matching	150%	7.50%	6.43%	5.35%	4.28%
Ž	125%	6.33%	5.42%	4.53%	3.62%
	100%	5.17%	4.44%	3.70%	2.96%

Rates based on average system-wide vesting and eligibility requirements (8 year vesting, Rule of 75 and 30 years of service at any age).



A Model Plan: Comparing Pensions



Savings-based benefits



Responsible plan funding



Flexibility and local control

27

A Model Plan: Comparing 401(k)s

- ★ Plans like TCDRS can provide the same benefit as a 401(k) at half the cost because of ...
 - Professional investment management
 - Optimally balanced portfolio (forever young)
 - Pooled longevity risk
- ★ TCDRS costs average 1/4% to 1/3% of assets, compared to the average 401(k) plan costs of 1% to 2% of assets

Value to Texas

Today's savings turn into an economic engine for Texas.



\$872 million in benefits paid in 2012



Statewide, those benefits supported:

- \$1.3 billion in economic activity
- 10,172 jobs created
- \$751 million added to Texas' Gross Domestic Product



Benefits distributed by TCDRS contributed \$9,065,981 to the Cameron County economy.

29

Committed to Service

Employer Services



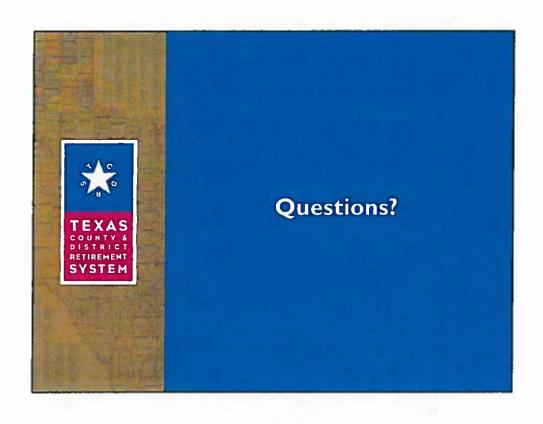


Member Services

Resources:

- Website
- Educational videos
- Free webinars and training
- Annual Conference





3-F CONSIDERATION AND ACKNOWLEDGEMENT OF GEC REPORT FOR DECEMBER 2013

Pete Sepulveda, Jr.
Executive Director
Cameron County Regional Mobility Authority
1100 East Monroe Street
Brownsville, Texas 78520



January 3, 2013

Dear Mr. Sepulveda,

The following is a summary of our progress on the subject projects for the month of December 2013.

Project Management:

General GEC

- Prepared & submitted CCRMA GEC Invoice for work performed on various Work
 Authorizations. Updated and submitted November 2013 GEC report.
- On December 12th, Richard Ridings, Eddie Garcia and Jimmy Berry attended the Regular Meeting of the CCRMA Board of Directors.
- On December 20th, Greg Garcia attended the Special Meeting of the CCRMA Board of Directors.
- On December 27th, Richard Ridings, Eddie Garcia, Carlos Lopez, Michelle Dippel, Darren Dodson and Greg Garcia met with Pete Sepulveda to discuss 2014 project workplans.
- Assisted CCRMA Controller on activities involving reporting and documentation of invoicing, progress reports and other accounting/billing matters.

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 Secretaria de Comunicaciones y Transportes (SCT), Comisión Internacional de Limites Y Aguas (CILA) and Kansas City Southern Mexico (KCSM).

- The Mexico Rail project and the switchyard relocation project is reported to be 100% complete.
 Dr. de las Fuentes continues to attend meetings with SCT and project representatives to assure expedited completion of the project.
- Coordinated, reviewed and packaged Supplemental Work Authorization No. 13 to Work Authorization No. 8.
- There are six construction items needed for the project to start operations, their status is as follows: 1) Gamma ray location agreed upon at Sta. 6+400, Engineer Javier Montero Casillas from Caxcan already elaborated the topography; 2) Checkpoint platforms are done; 3) Customs fence requirements are ready; 4) Telecommunications tower is done; 5) PIV is being elaborated by Caxcan together with SCT Center Tamaulipas; 6) Road repairs. Dr. Vladimir Josué Robles Garza, Institutional Relations Manager from Kansas City Southern México underlined the importance of

- the vigilance booths discussed in the last three meetings at the site, located on the International Bridge, one more at 6+400 and the last one at 8+500, so they have to be considered in the budget.
- The resources for construction were obtained on November 12th, so we asked Engineer Israel Falcón Jiménez, Construction Resident II from SCT Center Tamaulipas to be ready to hire the companies that will accomplish each construction and therefore initiate construction as soon as possible to finish the project in December.
- Regarding the crew exchange, Engineer Oscar del Cueto, Director of Operations from Kansas City Southern de México noted the meeting proposed by SCT on October 10th, where KCSM, SCT and the Mexican Republic Railroad Union were to meet to solve this problem never took place. He commented this meeting will be scheduled again at the site and C.P. Pablo Suárez Coello, Executive Director of Railroad and Multimodal Transport from SCT will be informed of the results.
- Communicated with Lic. Rodolfo Quilantán Arenas, Mexican consul in Brownsville, Texas that he could inform the Under Secretariat of the North American Secretary of Foreign Affairs that the project is in its conclusion phase, so it is important to take corresponding actions to issue a diplomatic note once we have the advances at the reunion on December 6th.
- The 67th Reunion of the Technical Group took place on December 6, 2013 in the city of Brownsville, Texas.

South Padre Island Second Access Phase 3A & 3B (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 an alternate route to the Queen Isabella Memorial Causeway: thus, enhancing local and regional mobility, and facilitating effective evacuation of the island in times of disaster, hurricanes, and other emergencies. This Work Authorization continues the environmental and 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 and the FEIS will be required.

- Coordination, including weekly meetings, with TxDOT Pharr District, TxDOT ENV and FHWA
 has been on-going regarding the revised alternatives analysis, response to agency comments on
 the DEIS, and subsequent agency coordination.
- HNTB continues to provide assistance and information to CCRMA Board and staff, members of the general public and stakeholders.
- Coordinated, reviewed and packaged Supplemental Work Authorization No. 10 to Work Authorization No. 17 as well as all eight (8) subconsultant contracts.
- An agency coordination meeting was held on November 25th with Texas Parks and Wildlife Department, Texas Commission on Environmental Quality, Texas General Land Office and U.S. Army Corps of Engineers to discuss the response to their DEIS comments and the updated avoidance/minimization design measures.
- A TxDOT/CCRMA team kickoff meeting was held on December 11, 2013 to discuss supplement #10 organizational chart, communications protocol, scope of services/deliverables, schedule, QA/QC, safety and other issues that will take the project through the FEIS/schematic phase. The meeting was held at the Pharr District offices.
- Coordination with subconsultant on the development of the interim financial and project management plan.

- Coordination with subconsultants on identifying affected property owners for the development of the right-of-entry (ROE) letter, field surveying, photogrammetry, LiDAR, bathymetry survey and geotechnical surveys.
- TxDOT Pharr District, TxDOT ENV and FHWA completed their review of the responses to EPA, USFWS, and NMFS comments on the DEIS.
- Primary Survey Control was completed.
- Aerial LiDAR flight was completed.
- Right-of-Entry letter was completed and submitted to TxDOT for review.
- Master Design Schedule was completed and submitted to TxDOT for review.

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.

- Received comments from resource agencies on the Individual Permit application.
- Submitted response to agency comments on the Individual Permit application on December 27, 2013.

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

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

• HNTB is assisting with the completion and close out of this project.

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

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

- The tamping of all rail has been completed, all crossings are now installed, and inside guard rail has been completed.
- The contractor has achieved substantial completion with only minor corrections and cleanup required.
- Conducted survival survey at the mitigation site on December 26, 2013.

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:

- The Phase I study, which was completed in May 2011, included field investigations, constraints
 mapping and technical evaluations necessary to identify a recommended corridor for the
 proposed Outer Parkway.
- Now that state and federal funding sources will be considered, the previous Phase II scope and fee
 that was submitted to CCRMA yet not approved will need to be revised to include the state and

federal environmental process. HNTB met with CCRMA staff to discuss next steps and is assisting in determining the next environmental steps.

West Rail RFIs, As-Builts (Work Authorization No. 40)

This work authorization provides construction phase services throughout the construction of the West Rail Relocation Project by providing responses to Requests for Information from the contractor and providing AsBuilt construction drawings. Also, records keeping will be provided through the use of DashPort.

• Two RFI's have been submitted on the Rail Construction.

Olmito Switch Yard Expansion Construction Inspection Phase II RIP (Work Authorization No. 47)

This work authorization provides professional services associated with construction inspection phase work for the Olmito Repair-in-Place Facility.

- We continue to work with the contractor to document time delays and the associated change order.
- This week BPUB agreed to accept a drawing of the RIP facility with calculations of the area instead of a Deed or Plat. They still want the full impact fees based on the meter size. Once water line is energized, HNTB will schedule walk-through of facility with UPRR.

SH 32 GEC (Work Authorization No. 49 - Preliminary Schematic and Environmental Approval)

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

SH 32 West (Consultant - Traffic Engineers, Inc., or TEI):

- GEC staff assisted with the change in Design PMs for TEI.
- Coordinated, reviewed and packaged Supplemental Work Authorization No. 2 to Work Authorization No. 49.

SH 32 East (Consultant - S&B Infrastructure, Ltd., or S&B):

- Meetings were held between TxDOT Pharr District Staff, the S&B design team and CCRMA
 officials to discuss implications to additional SH 4 overpass improvements.
- GEC negotiated supplement for next phase of work with CCRMA. Supplement will allow S&B and TEI to move forward with Schematic Alignment phase.
- Coordinated, reviewed and packaged Supplemental Work Authorization No. 2 to Work Authorization No. 49.

Consultant Management:

 Continued coordination with subconsultants and S&B Infrastructure as prime consultant on SH 550 Construction management including discussions with USACE officials on wetland mitigation that was performed as part of this project.

Agency Coordination:

 Conducted ongoing discussions with CCRMA staff, TxDOT staff and subconsultants for preparation of SPI 2nd Access project, SH 550, Olmito Switch Yard Repair-In-Place Facility construction project, West Rail construction project, SH 32 East Loop EAs and other miscellaneous items.

Best regards,

Richard L. Ridings, P.E.

LII. Riling, P.E.

Vice President

cc: Carlos Lopez, P.E.

Dec

ember Status Rep	ort				HN	ITB
Project		West Rail Relocation	_			
Work Authorization	5	International Advisor Services	WA Cost:	5		186,579.00
Supplemental		International Advisor Services	SA Cost	\$		67,264.00
Supplemental	2	International Advisor Services	SA Cost:	\$		67,163.00
Supplemental	3	International Advisor Services	SA Cost	\$		67,163.00
Supplemental	4	International Advisor Services	SA Cost	\$		67,939.00
Supplemental	5	International Advisor Services	SA Cost	\$		67,939.00
Supplemental	8	International Advisor Services	SA Cost	\$		67,703.00
Supplemental	7	International Advisor Services	SA Cost:	\$		67,914.00
Supplemental	8	International Advisor Services	SA Cost:	S		67,914.00
Supplemental	9	International Advisor Services	SA Cost	s		69,054.00
Supplemental	10	International Advisor Services	SA Cost;	5 1	\$	69,504.00
Supplemental	11	International Advisor Services	SA Cost:		\$	69,924,00
Supplemental	12	International Advisor Services	SA Cost:		\$	69,924.00
Supplemental	13	International Advisor Services	SA Cost:		\$	69,924.00
					1,	
	Project	Progress Reports and meeting minutes that lce/billings with list of tasks performed and p				
		Denlant Ar	Halle.			
International Advisory	Service	Project Ac	dviry			See all
	Ongoin				3,993	
Recent Activity:	Detailed	freport available.				
Upcoming Activity:	Attend	coordination meetings.				
Outstanding Issues;	None					
Design Status:		The state of the s			T-200	
Recent Activity:						
Upcoming Activity			- 25:			
Outstanding Issues:						
Other: Project Adminis	dration			Copie -	-	
Status;						100
Recent Activity:						
Upcoming Activity:						
Outstanding Issues:						

	'n,	Ţask	99 99	Status	Date Anticipated Completion	% Complete
ternational Services			ASSESSED AND AND AND AND AND AND AND AND AND AN	Ongoing	6/30/2014	94%
WA Amount	\$	1,075,908,00	Outstanding Invoice Number	Days Old	Invoice	Amount
Blied To Date:	\$	1,005,984.00				
Paid To Date:	\$	1,005,984.00				
Unpaid Balance:	\$				3 8000	
Funding Source:	3	Cameron County		*********		

Dec

ember Status Rep	ort				HNTB
Project		South Padre Island Phase 3A & 3B			
Work Authorization	17		WA Cost:	\$	2,965,831.00
Supplemental	2	Affected Env & Env Consequences	SA Cost:	5	165,885.00
Supplemental	3	Affected Env & Env Consequences	SA Cost:	\$	415,622.00
Supplemental	4	Affected Env & Env Consequences	SA Cost:	\$	109,870.00
Supplemental	6	Affected Env & Env Consequences	SA Cost:	S	166,668.00
Supplemental	7	Affected Env & Env Consequences	SA Cost:	\$	40,290.00
Supplemental	a	Affected Env & Env Consequences	SA Cost:	\$	59,094.00
Supplemental	9	Affected Env & Env Consequences	SA Cost:	s	37,334.00
Supplemental	10	Affected Env & Env Consequences	SA Cost:	\$	4,488,102.00
Supplemental	11	Affected Env & Env Consequences	SA Cost:	\$	118,256,00
Supplemental	12	Affected Env & Env Consequences	SA Cost:	s	15,827.00
	_		Total Cost:	\$	8,582,779.00
the NEPA process for an alternate route to the the island in times of d	the prop ne Quee fisaster,	orization provides engineering and environmenta losed South Padre Island (SPI) 2nd Access Proj in Isabella Memorial Causeway; thus, enhancing hurricanes, and other emergencies. This Work A ect to a schematic design of the Recommended	ect in Cameron County, Texas. I local end regional mobility, and fa Authorization continues the engine	The pro acilitatin sering a	posed Project will provide ag effective evacuation of and environmental tasks

Scope: Prepare schematic, FEIS and Surveying

Deliverable: Project administration and coordination, schematic design of the Recommended Preferred Alternative, VE study, toll facility study, interim financial and project management plan, base and soil testing and core drilling, traffic forecasting, traffic operational study, PI, CSS, FEIS, Record of Decision (ROD) and surveying

			Project Activity			
Route and Design Stu	Cids .	III DELEGIS				Wester 1
Status;	Ongoing.			The state of the s		
Recent Activity:	TxDOT kick	koff meeting held or	December 11th with all the	subconsultants.		
Upcoming Activity:	ProjectWise plan.	e access to SPI fok	ler, coordination with subcon	sultant on development	of financial and projec	t management
Outstanding lesues:	None.					
Social, Environmental	and Econor	nic Studies	SECTION OF SEC		THE RESERVE AND PARTY AND PERSONS ASSESSMENT	NATIONAL PROPERTY.
Status	Ongoing.			DE TEL		
Recent Activity:	Continued	work on SWA #11 a	ctivities, including meeting w	ith TPWD, USACE, GL	O and TCEQ on Nove	mber 25th
Upcoming Activity:	Meeting wit	th USFWS and NMI	S in December Plant surve	eys to be conducted in E	December.	
Outstanding Issues	None.					
ield Surveying and P		stry	The second second			-
	Ongoing	45		1000		
Recent Activity:	surveys.	- P.	nts on field surveying, photog			echnical
			grammetry, LiDAR, bathymet			
Outstanding Issues:	Identifying a	affected property ov	ners, ROE letter and permit	s for geotechnical surve		
		Task		Status	Date of Anticipated Completion	% Complete
Route and Design Stu	dies	and the same		Ongoing	10/14/2014	1%
ocial, Environmental	and Econon	nic Studies		Ongoing	6/9/2015	5%
ield Surveying and P	notogramme	etry	10 10 10 10 10 10 10 10 10 10 10 10 10 1	Ongoing	2/3/2014	1%
ield Surveying and P	notogramme	etry		Ongoing	2/3/2014	1%
ield Surveying and P WA Amount		8,582,779.00	Outstanding Invoice	Ongoing Days Old		1% Amount
	5	8,582,779.00				
WA Amount	\$ \$	8,582,779.00 4,193,425.24	Number	Days Old	Invoice	Amount
WA Amount Billed To Date:	\$ \$ \$	8,582,779.00 4,193,425.24 4,013,692.42	Number 96-40619-PL-017	Days Old	Invoice \$	Amount 53,331.5
WA Amount Billed To Date: Paid To Date:	\$ \$ \$	8,582,779.00 4,193,425.24 4,013,692.42	96-40619-PL-017 97-40619-PL-017	Days Old 77 50	Invoice S S	Amount 53,331.5
WA Amount Billed To Date: Paid To Date: Unpaid Balance:	\$ \$ \$	8,582,779.00 4,193,425.24 4,013,692.42	96-40619-PL-017 97-40619-PL-017	Days Old 77 50	Invoice S S	Amount 53,331.5



Project	General Brant				
Work Authorization	25 General Brant		WA Cost:	\$	208,639.00
Supplemental	1 Section 404 Individual	Permit App	SA Cost:	S	11,114.00
Supplemental	10.	- F-	SA Cost:	\$	98,808.00
			Total Cost:	s	318.561.00
and Section 404 Indivi	dual Permit application (with Co	nceptual Mitigation Pl	iated with the development of a (an) for improvements to General	Brant Road (FM	106).
	gement and Social, Economic a ection 404 permit from U.S. Arm		dies for CCRMA. Activities nece , for roadway improvements.	ssary for obtainin	ig environmental
Deliverables: Categor	ical Exclusion and Section 404				
		Project Acti	vity		
Categorical Exclusion Status:	Complete. FHWA approved the	CE on October 24, 2	013.		
Recent Activity:	None.				
Upcoming Activity:	None.				(C
Outstanding Issues:	None.				- 33
Section 404 Individual	THE PERSON NAMED IN COLUMN TWO				No. 1 and April 21 Con-
	Ongoing		ideal Description Description	dad to	Docombos
	Received comments from resol. 27, 2013.	irce agencies on Indiv	ridual Permit application, Respon	idea to comment	s on December
	Address any additional resource including roles and responsibiliti		Coordinate with TxDOT Pharr Dis	strict on detailed	mitigation plan
Outstanding Issues	None.				
	Task	11 11 11 11	Status	Date of Anticipated Completion	% Complete
Categorical Exclusion (Complete	TBD	100%
Section 404 Individual	Permit (with Conceptual Mitigati	THE RESERVE THE PARTY OF THE PA	Ongoing	TBD	100%
WA Amount	\$ 318,561.00	Outstanding Invoice Number	Days Old	Invoice	Amount
Billed To Date:	\$ 316,584.84				
Paid To Date:	\$ 316,584.84	2			
Unpaid Balance:	<u>-</u>	-			
Funding Source:				١	
			Total:	\$	



Project	FM 511 (SH 550) Perr	nit Services			
Work Authorization	29 Permitting Services		WA Cost:	\$	52,759.00
Supplemental	1		SA Cost:	\$	94,911.00
Supplemental	2		SA Cost:	\$	-
Supplemental	3		SA Cost	S	22,088 00
Обрыстоны			Total Cost:		169,758.00
December: The SU	550 Re-Evaluation project provi	ides professional serv			
development of the SI	H 550 toll project from US 77/83 in the effects of tolling the project	to SH 48 and the pro t. Supplements focus	posed entrance to the Port of s on developing mitigation pla	of Brownsville. The ans and permit ar	ne focus of the oproval.
Scope: Project Mana	gement and Social, Economic a lation clearance for a tolled road	and Environmental str Iway Development o	Igles for the AUTHURITY. E f plans for mitigation site.	nvironmental Act	ivity necessary
Deliverable: Environ	mental Activity necessary for ob	taining Re-evaluation	clearance for a tolled roadw	ay.	_
		Project Activi			
		CALL THE WAS			
Environmental			HE AND EAST PARTIES HAVE		NAME OF STREET
Status:	S&B now overseeing mitigation	n monitoring.		4.2	
Recent Activity	HNTB responded to agency co replacent plantings) for mitigati	mments on the permi	t amendments (wave barrier,	articulated concr	rete mats and
Upcoming Activity:	None.				
Outstanding Issues:	None.	2000			
Design				Company of the second	
The second secon	SH 550 Port Spur mitigation sit	e complete			
Cultus	OTTOO TOR Open Imageson an	.o complete	<u> </u>		
Recent Activity:	None.	× .			
Upcoming Activity:	None.				
Outstanding Issues:	None.				
Other Status:					
Recent Activity:					
				-	
Upcoming Activity:					
Outstanding Issues:					
				Date of	
				Anticipated	
	Task		Status	Completion	% Complete
	sment Doc. Preparation		Complete	complete	100%
	Permitting and Mitigation (suppl	ement 2)	Complete	complete	100%
Public Involvement PS&E plans for TxDO	T (numbers 2)		Complete	complete	100%
	or mitigation property (suppleme	ent 3)	Complete	complete	100%
Ne-evaluation of EA II	or magazion property (suppleme		Complete	complete	100%
WA Amount	s 169,758.00	Outstanding Invoice Number	Days Old	Invoice	Amount
Billed To Date:					
Paid To Date:					F 5
Unpaid Balance:	0.00				
Funding Source:		= -122/5=			
			Total:	\$	

HNTE

Funding Source:						
				24.00		
Unpaid Balance:	5	20,012.87				
Paid To Date:		1,581,662.18		7/6		
Billed To Date:		1,601,675.05	20-400 12-014-022	4.1	J.	20,012.01
WA Amount		1,682,564.00	98-40619-CN-033	Days Old 21	S	Amount 20,012.87
		4 000 004 00	Outstanding Invoice	David Old	laurica	Amount
Post Construction Ser	vices			Ongoing	10/21/2013	75%
Record Keeping and F		gement		Complete	10/21/2013	100%
Construction Manager				Complete	10/21/2013	100%
Project Close-Out						.7
Schedule				Complete	10/21/2013	100%
Record Keeping and F	File Mana	gement		Complete	10/21/2013	100%
Construction Observa				Complete	10/21/2013	100%
Construction Manager		CENTE TO THE PARTY OF THE PARTY		Complete	10/21/2013	100%
Construction Inspec		ices				100%
Process Invoices and				Complete	10/21/2013	100%
Project Management,				Complete	10/21/2013	100%
West Rail Constructi	ion Inspe				-	-
		Task		Status	Anticipated Completion	% Complete
Outstanding Issues:	Awaiting	resolution of DHS cha	ange order items and the	associated funding. Awaiting	approval of outsta	anding SWAs.
Upcoming Activity:	Clean up					
Recent Activity:		or has completed trac mitigation site on Dece		orming a final cleaning up. Con	nducted survival	survey at
	Ongoing.					100
West Rail Bypass Cor			Project Activit			7/10
Deliverable: West Ra	ail bypass	pay estimates, ARRA	paperwork, and constru	ction schedule.		2 10
Scope: Construction sequencing, SWPPP,	administr pay estim	ation for the construct nates, quantities, and	on of the vvest Rail reloc schedule. This includes (ation. The construction includ he DHS facility on the north si	es track, drainag de of US 281.	e, construction
grade crossings.				rrent location between Mexico		
Description: This Wo	ork Author	ization is to provide co	onstruction inspection (CI	for the Union Pacific Railroad	(UPRR) West R	ail Bypass. Th
Обррениеная				Total Cost:		1,662,564,00
Supplemental	Fi.			SA Cost:		
Supplemental		Construction & Inspec	tion Services	SA Cost:	\$	48,623.00
Supplemental	2	Construction & Inspec	tion Services	SA Cost:	\$	358,021.0
Nork Authorization	33	Construction & Inspec	tion Services	WA Cost:	\$	1,255,920.0
Project	-	West Nail Construction	n & Inspection Services			



Project		Outer Parkway Planni	ng Study			
Work Authorization	36	Outer Parkway Planni	Study Study	WA Cost	<u>s</u>	103,839.00
Supplemental	\sqcap			SA Cost		20
Supplemental	Ħ	- 0				
	_	-	· · · · · · · · · · · · · · · · · · ·	Total Cost	. s	103,839.00
Description: This wor	k authori	ization provides profess	sional services and deliv	erables associated with a study		way. The study
is to be performed in a	three ph	nase effort to deliver a s	chematic design for the	Outer Parkway project.		
Scope: This Work Au	thorization	on includes the develop	ment of an environment	tal and engineering constraints n	nap environmenta	l constraints
report, and corridor ide	ntificatio	on report to aid in the es	tablishment of the align	ment of the Outer Parkway.		
Deliverable: Constrai	nts man	environmental constra	ints/corridor identification	n report.	_	
Deliverable. Condition	ino map					
Outer Parkway Plannin	a Study		Project Activ	aty		
	Comple					
	None.	.e)				C (20)
Recent Activity:						
	None.					
Upcoming Activity:	10000					
Outstanding issues:	None.		-01			150
	(169E)				Date of	
					Anticipated	
		Task		Status	Completion	% Complete
Outer Parkway Plann	Ing Stu	dy				
Project Management a	nd Coor	dination		Complete	3/1/2011	100%
Data Collection	11 100/2			Complete	3/1/2011	100%
Meetings/Management				Complete	3/1/2011	100%
			0.44 5-4-1-1-1			
MA Amount		103,839.00	Outstanding Invoice	Days Old	Invoice	Amount
WA Amount		103,839.00	Hamber	Days Old	IIIYOIO	7 WHO SHE
Billed To Date:					100	
Paid To Date:		103,839 00				
Unpaid Balanca:	\$				1	
	9 -					
Funding Source:	100	21			_	
W. */ A.A			A. 100.0	Total		

HNTB

Declarate and a second		MANAGE DEL AN DIGITA			- 1	
Project		West Rail RFI, As-Built		IAIA Cook	Ė	171 150 00
Work Authorization	40	West Rail RFI, As-Buill	<u> </u>		\$	
Supplemental	닏					
Supplemental				SA Cost:		
Supplemental				SA Cost:		
				Total Cost:	5	171,150,00
duration of the constru	ction an	d review of shop drawing	gs.	ed to the plans and specificati		
Scope: Project Manag questions related to the	ger shal e plans	be the point of contact and specifications as ne	for the AUTHORITY to a eded throughout the duri	ddress issues regarding proje ation of the construction.	ct staff, progress	, response to
Deliverable: Respons	es to RF	I, as-builts and record k	eeping.		2/4	- 10
West Rall RFIL Shop D	-		Project Activity			
		nd to RFIs on an as-need	led basis	The second second		
and the second second second second second		management (see GEC				
Upcoming Activity	Respon	nd to RFIs on an as-need	led basis.			
Outstanding Issues	Awaitin	g approval for SWAs (ac	ditional RFIs/shop drawi	ng review/DHS coordination).		
	3	Task		Status	Anticipated Completion	% Complete
West Rail RFI, Shop I	Drawing	3				
Project Management				Complete	10/21/2013	100%
Respond to Requests	for Infor	mation		Complete	10/21/2013	100%
WA Amount	s	171,150.00	Outstanding Invoice Number	Days Old	Invoice	Amount
Billed To Date:	S	171,150.00		Alexandra Assistant and Assist		
Paid To Date:	\$	171,150 00			6	
Unpaid Balance:	\$					
Funding Source:						
				Total	\$	

L	4	7	-
п			•

Project	Olmito RIP CI Services				
Work Authorization	47 Construction & Inspect	ion Services	•	\$	
Supplemental		11.7. III	SA Cost:	\$	•
Supplemental			SA Cost:		
Supplemental			SA Cost:	<u> </u>	
			Total Cost:	\$	134,538.00
Place (RIP) Facility. T and expand their capa		ow the UPRR to relocate th	eir current repair in place opera	ations from Harlii	ngen to Olmito
	administration for the Olmito Yar sequencing, SWPPP, pay estim			ouilding, equipme	ent track,
Deliverable: Olmito F	RIP Facility pay estimates, ARRA	paperwork, and construction	on schedule.		
Curried DID Facility Co.	nstruction!Inspection Services (Project Activity			To a Laurence Control
	Construction at 99% complete	el)			
Recent Activity:					
Upcoming Activity:	BPUB to energize water line. So	chedule final walk through v	ith UPRR for facility acceptant	ce.	- 23
Outstanding Issues:	Awaiting resolution on outstand bounds for water/sewer line and				metes and
	Task		Status	Anticipated Completion	% Complete
Olmito RIP Facility C	onstruction Inspection Service	es (CI)			
Project Management,	Administration, QA/QC		Ongoing	1/31/2013	95%
Process Invoices and	Progress Reports		Ongoing	1/31/2013	95%
Construction Inspec	tion Services		Ongoing	1/31/2013	95%
Construction Manager	nent		Ongoing	1/31/2013	95%
Construction Observat	tion and Inspection		Ongoing	1/31/2013	95%
Record Keeping and F	ile Management		Ongoing	1/31/2013	95%
Schedule			Ongoing	1/31/2013	95%
Project Close-Out			The second second	f 12 - Naga	
Construction Manager	nent		Ongoing	1/31/2013	20%
Record Keeping and F	ile Management		Ongoing	1/31/2013	20%
" <u> </u>					
WA Amount	\$ 134,538.00	Outstanding Invoice Number	Days Old	Invoice	Amount
Billed To Date:	\$ 134,538.00				
Paid To Date:	\$ 134,538.00				- L-
Ungeid Balance:					
Funding Source:			Total:	\$	



Project		SH 32 GEC	<u> </u>			
Work Authorization	49	SH 32 GEC		WA Cost:	\$	1,961,997,00
Supplemental		SH 32 GEC	<u>X</u>	SA Cost:	\$	18,277,00
Supplemental	2	SH 32 GEC	_	SA Cost:	S	243,639,00
				Total Cost:	s	2,223,913.00
necessary to expedite and independent utility 32-East). The propose the oversight of HNT6 Scope: This Work Au	e the prelir y, extend sed projec 3 (GEC). uthorizatio	minary development ph from US 77/83 to FM 3 cts are being developed	ases of these two SH 32 proj 1068 (herein referred to as SH I by two prime subconsultants ersee/manage the developm	guidance, agency coordination jects only. The two projects, w 1 32-West) and from FM 3068 s, (S&B Infrastructure, Ltd. and ent of two environmental asse	hich each have to SH 4 (herein r Traffic Engineer	logical termini referred to SH rs, Inc.) under
			views, permitting strategies,		77.5	
EastiLoop EA			Project Activity			the state of
Status:	On-going	g. SH 32-West EA prer	pared SH 32-East EA prepa	ired.		
Recent Activity:		873		· ·		
Upcoming Activity:		TxDOT comments.	100			
Outstanding Issues:	Need to	conduct Value Enginee the construction costs.	ering Workshop as per Pass- Need to begin final design p	Through Agreement. The Wo hase to meet schedule.	rkshop can inves	tigation options
	01-03				Date of	2 260
		Task		Status	Anticipated Completion	% Complete
East Loop EA				Status		
East Loop EA Project Management	and Coor			Status		% Complete
	and Coon			Status		
			Outstanding Invoice Number	Status Days Old	Completion	
Project Management	s	dination			Completion	88%
Project Management a	\$ 5	2,223,913 00			Completion	88%
Project Management a WA Amount Billed To Date:	\$ \$ \$	2,223,913 00 1,940 668 52			Completion	88%
Project Management a WA Amount Billed To Date: Paid To Date:	\$ \$ \$	2,223,913 00 1,940 668 52			Completion	88%
Project Management a WA Amount Billed To Date: Paid To Date:	\$ \$ \$ \$ \$ \$ \$	2,223,913 00 1,940 668 52			Completion	88%

3-G DISCUSSION AND CONSIDERATION ON STATUS OF THE SH 550 DIRECT CONNECTOR PROJECT

SH 550 CONSTRUCTION UPDATE



L&G Engineering Laboratory

Geotechical · Construction Material Testing



HNTB Corporation The HNTB Companies Engineers Architects Planners

January 9, 2014

SH 550 Key Dates

-PRE-CONSTRUCTION MEETING

-NTP ISSUED

-ACTUAL CONST. START DATE

-FEDERAL AUDIT IN FIELD

47.4 % COMPLETE AS OF

-MILESTONE START DATE (IH 69 LANE CLOSURE)

-LOCAL LET GOV. PROCEDURES AUDIT

-TxDOT AUDIT

-PROJECTED CONST. END DATE

2-20-2013

2-23-2013

3-4-2013

5-20-13

12-21-13

11-1-13

8-1-13

9-10-13 to 9-12-13

9-22-2014







TEPE FIRM RECISTRATION NO.

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

Major Items of Work in Progress



% COMPLETE (NOV. 2013) TO DATE DATE	95.7%	96.7%	87.9%	86.2% 81.0%	71.8% 63.2%	75.0% 75.0%	61.3%	10.8%	Control of the second s
QUANTITY COMPLETED TO DATE	292,060.00	578.00	51.00	50.00	28.00	12.00	17,417.07	26,410.00	
PROJECT TOTAL	305,077.00	598.00	58.00	58.00	38.00	16.00	28,433.31	245,188.00	
UNIT	CY	EA	EA	EA	EA	EA	LF	SF	
ITEM	EMBANKMENT	CONCRETE PILES	BRIDGE FOOTINGS	BRIDGE COLUMNS	CAPS FORMED AND POURED	DRILLED SHAFTS	CONCRETE BEAMS	REINFORCED CONC SLAB	







HNTB Corporation
The HNTB Companies
Engineers Architects Planners

Major Items of Work in Progress





BEAM PLACEMENT



L& G Engineering Laboratory Geotechical · Construction Material Testing



HNTB Corporation The HNTB Companies Engineers Architects Planners

Submittal of Pay Estimate # 10 – Dec 2013



	Estimate No. 10		
	Original Contract Days Days Added by Change Order Total Contract Time Contract Days Previously Billed Contract Days this Period Days Remaining % Contract Time Used	565 0 565 267 25 273 51.7%	
1	Contract Amount	9	43,963,291.32
	Previous Payments	ea	18,882,700.13
	Balance Due this Estimate	S	1,944,569.68
	Net Amount Earned to Date	↔	20,827,269.81
	Percentage of Contract Billed to Date		
	Balance of Contract	69	\$ 23,136,021.51









HNTB Corporation The HNTB Companies Engineers Architects Planners

47.4%

Local Project Staffing



BASED ON DECEMBER ESTIMATE

Local (RGV) Contractor Personnel - 48 Daily FTE's

Non-Local (RGV) Contractor Personnel - 1 FTE

Local (RGV) CM Personnel - 4 Daily FTE's

Total Personnel - 53 Daily FTE's





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HNTB Corporation The HNTB Companies

Local Project Staffing



BASED ON DECEMBER ESTIMATE #10

Total Paid to Date (December 2013 Estimate) - \$20,827,269.81

(87.0%)Local (RGV) Contractor Payments – \$18,120,204.92

Non-Local (RGV) Contractor Payments – \$2,707,064.89 (13.0%)





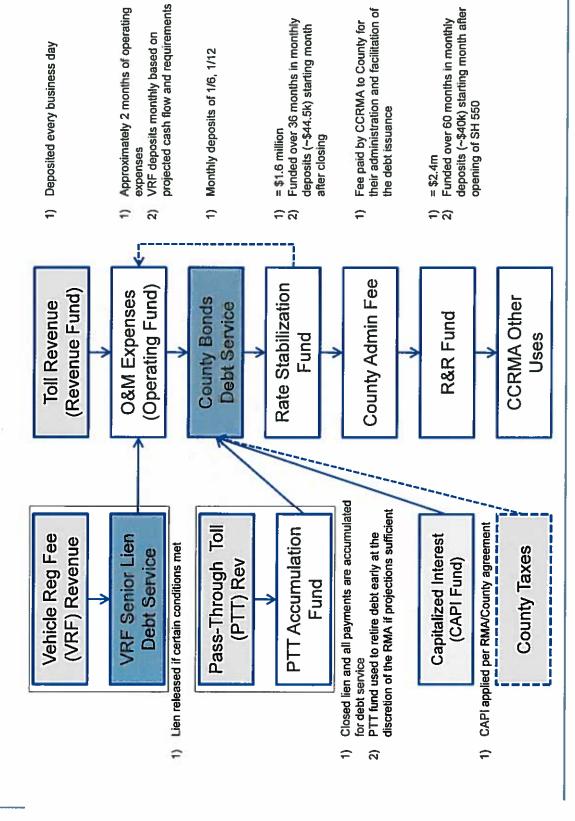
Geotechical · Construction Material Testing



Engineers Architects Planners HNTB Corporation The HNTB Companies

3-H DISCUSSION AND POSSIBLE ACTION REGARDING COMPLETION BONDS FOR THE SH 550 DIRECT CONNECTOR PROJECT

SH550 Flow of Funds



ESTRADA HINOJOSA

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

County "Completion" Bonds for SH 550 Project (HNTB "Low" Forecast Scenario)

			Fiscal	9/30	2013	2014	2015	3016	2017	2018	6107	2070	2002	7023	2024	2025	3026	2027	2028	2029	2030	2031	2022	2033	2034	2035	2036	1038	207	2040	2041	2042	2043	2044	2045	2046	2047		
			Residual Revenue	TRZ	24.631	753,177	942,498	176,571	2,426,309	3,490,236	4,364,337	5,77,161	7.360 528	8.251.051	9211.675	10,236,511	11,320,648	12,475,260	13,710,181	15,034,309	16,448,240	17,948,202	19,550,887	21,210,241	22,969,666	25,163,662	27,154,792	31,130,310	24 705 364	32 D42 900	39,774539	42,685,934	48,414,546	51,561,223	54,908,296	58,468,771	62,256,511	\$ 696 346 386	anda adams
			Pro Forms	Available ^{III}	188,126	317,440	454,307	599,147	848,017	1,114,318	1,199,198	2 110 646	2.377.894	2,776,184	3,203,277	3,661,149	4,151,908	4,677,803	5,241,235	5,844,765	6,491,123	7,183,226	7,924,183	8,659,160	9,442,535	10,277,390	11,167,002	13 174 530	14 200 276	15,345,961	16.566.124	17,865,478	19,139,581	20,490,349	71,922,297	23,440,205	25,049,128	\$ 300 991 786	
			Residual Revenue	TIEZ	246,505	435,837	488,191	277,424	1,578,292	2,375,918	3,163,539	4 504 55	4.982.634	5.474.867	6,008,398	6,575,362	7,168,740	7,797,457	8,468,946	9,189,544	9,957,117	10,764,976	11,626,704	12,551,081	13,527,131	14,886,272	15,987,790	20,010,01	20 505 088	21.696.939	23,208,415	24,820,456	29,274,965	31,070,874	32,985,999	35,028,566	17,207,343		
			Ran	Deposit			480,000	430,000	480,000	480,000	*****																											2,400,000 \$ 420,403,628	
			County	Fee	100,000	200,000	300,000	400,000	200,000	489,500	467 750	456 500	444.813	432,563	419,625	406,063	391,813	376,813	361,063	344,500	327,063	308,750	289,500	269,250	000	229,625	202,125	151.375	124.063	95,313	65,125	33,375						9.086.688	
			Rate Stabilization Fund	Deposit	\$ 533,333	533,333	511,333																															\$ 1,600,000 \$ 9,006,608 \$	
H=[0/6]	Ē		County Bonds Calculated	Coverage		15.88x	3.32к	1.561	1.85×	2.104	2 49*	2.62x	2.78x	2.93x	3.10x	3.291	3.47x	3.68x	3.851	4.121	4.371	4.62x	4.904	5.704	5.512	270	B.03.	£.49z	8.53x	8.97z	9.50k	10.08r						1	•
G=[E+F]	Preliminary	County Bonds	Net Debt Service	Total	,	78,574	775,805	2,071,513	2,898,913	3,053,500	37, 130,1	1,058,425	3,054,388	3,057,213	3,056,900	3,053,425	3,056,256	3,055,406	3,055,713	3,056,759	3,053,538	3,055,944	3,058,763	3,051,803	3,034,606	7.730,000	2,737,500	2.735.875	2,738,750	2,735,875	2,737,000	2,736,750						\$ 79,660,723	
<u>=</u>	2014		4.58% CM 12/30/13	Total		78,574	159,013	159,413	159,813	517,213	116.488	320,800	319,638	317,838	320,525	317,675	319,006	319,656	319,544	318,634	316,913	319,444	321,263	317,303	41/236					٠			,	,				\$ \$.974.481	
	Rev & Tax Bonds, Series 2014	\$3,790,000 \$3,600,000	4.54% C> 3/14/2014	Interest	\$	78,574	159,813	159,813	159,813	15/213	145.488	140,800	134,638	127,838	120,525	112,675	104,006	94,656	11514	73,634	61,913	49,444	36,263	22,303	900					,			•			٠	•	2,184,481 5	
	Rev & Tax	Par Amount Project Funds	Assumed Rate Delivery Date	Principal	\$		٠			165,000	170,000	80,000	115,000	190,000	200,000	205,000	215,000	225,000	235,000	245,000	255,000	270,000	285,000	295,000	10,000				,	•		*	*	•	•	,	•	\$ 71,686,242 \$ 3,790,000 \$ 2,184,481	
E	Т	County Bonds Pr		Total	•		615,992	1,911,700	2,739,100	2 726 775	2,735,688	2,737,625	2,734,750	2,739,375	2,736,375	2,735,750	2,737,250	2,735,750	2,736,125	2,738,125	2,736,625	2,736,500	2,737,500	2,734,500	1,735,500	2 739 000	2,737,500	2,735,875	2,738,750	2,735,875	2,737,000	2,736,750	•	•	•		•	73,686,242 \$	
D=[A+8+C]		Total	Pro forma Revenue for County	Debt Service	\$ 1,179,839 \$	1,247,745	2,577,329	3,228,937	2,457,204	7.177.765	7.589.231	080,610.8	1,411,134	8,964,642	9,484,923	10,034,850	10,616,809	11,229,676	11,885,721	12,590,803	13,317,717	14,129,670	14.974.967	15,177,134	10,673,338	18 928 915	21,990,944	23,216,499	23,367,900	24,528,126	76,010,540	27,590,581	29,274,965	31,070,874	32,985,999	35,028,566	37,207,343	\$ 550,358,422 \$	-
₽		Slowest	Pro forma Pass Through Agreement	Funds	•				1,154,167	345,000	1.385,000	385,000	1,385,000	1,385,000	1,385,000	1,385,000	1,325,000	1,385,000	385,000	1,385,000	1,385,000	1,345,000	1,385,000	1,345,000	1 385 000	1 345 000	1,345,000	1,345,000	230,833				0			•	•	\$ 30,470,000	
=		Estimated	Pro Forma Net <u>VRE</u> Revenue	Available	\$ 1,112,558	1,047,745	1,137,329	1,728,937	1 427 523	1 518 706	1.625.324	1,729,154	1,942,677	1,951,389	2,070,939	2,191,602	2,313,734	2,434,034	2,562,441	2,702,318	2,843,784	7,387,181	3,137,744	3,290,713	3,414,145	3.781.619	5,863,772	6,039,645	6,220,875	6,407,502	6,599,727	6,797,718	7,001,650	7,211,700	7,428,050	7,650,892	7,230,419	\$ 128,422,991	
		Sr Llen	CCRMA VRF Calculated	Coverage	1.63x	1.54x	1591	1.64x	1.071	1.794	1.85x	1.90r	1.964	2.01s	2,08x	2.14s	2.70%	2.26r	2.332	2,40%	2.48r	1557	2.634	2.71x	2 80-	2.9dr					1							100	•
	CCRWA	Series 2010	So to DS	Total	\$ 1,772,029	1,921,379	1,922,929	1,923,129	1 921 564	1.926.142	1,922,354	1,924,954	1,921,054	1,925,254	1,922,004	1,921,129	1,922,379	1,929,163	1,931,652	1,926,597	1,923,999	1,925,630	1,920,397	1,519,177	1 912 331	1911364		٠	*	*		•		٠	•	•		\$ 45,985,150	
		Growth	Pro Forma VRE Revenue	Available	5 2,884,587	2,971,125	3,060,258	3,752,086	3,440,022	3,444,348	3,547,678	3,654,109	3,763,732	3,876,644	3,992,943	4,112,731	4,236,113	4,363,197	4,494,093	4,628,915	4,767,783		5,058,141	2,402,885	5 527 167	5.692.982	5,863,772	6,039,685	6,220,875	6,407,502	6,599,727	6,797,718	7,001,650	7,711,700	0'CD'87'Y'	7,650,892	/ Marie alla		
₹		Pro forma	Revenue Revenue Available for	Debt Service III	\$ 67,281	200,000	1,440,000	2,000,000	3.591.396	4.274.559	4,578,908	4,904,926	5,254,157	\$,628,253	6,021,944	6,458,248	6,918,075	7,410,642	7,938,280	8,5413,445.	9,108,933	2,737,463	10,452,723	17 903 606	12 847 551	13.762.296	14,742,172	15,791,815	16,916,192	14,120,625	19,410,813	20,792,863	27,273,315	23,859,175	596,766,63	27,317,574	*05'075'67	\$ 391,465,431 \$ 174,408,141	
		1	_	9/30	2013	2014	2015	2017	2018	2019	2020	1002	2022	2023	2024	2002	2026	2027	2078	7073	2030	Ten?	7027	3024	2035	2036	2037	2033	2039	2040	2041	2042	207	100	2045	9802	į	. 1	

1/7/2014, 4:17 PM

¹⁰ Based on HHTB *Low* forecast except for 2013-16. Assumes O&M expenses of 20% of revenuer.

*Maximuse 3% growth in VMS revenuer.

*Maximuse 1.2% reduction in subsisty perments on 20108 BABs based on sequestration.

**Includes additional 10% per 17007 better and agreement. Assumes that PT perments begin in December 2016 and that the final payment term is entended versus increasing the minimum annual payment.

P Assumes no change in RSR requirement.

**Assumes no change in County Admis Fee requirement. Declining fee proration based on 2012 principal amount.

P. Assumes no change in R&R requirement.

**I ramportation Reinvestiment Zone (TRZ) revenue based on constant as rate revenue forecast from Tables 43 and 44 of TXP study dated September 2011.

**Transportation Reinvestiment Zone (TRZ) revenue based on constant as rate revenue forecast from Tables 43 and 44 of TXP study dated September 2011.

CAMERON COUNTY TEXAS

\$3,790,000*

Revenue & Tax Bonds, Series 2014 (State Highway 550 Project)

Preliminary Timetable of Events

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

FEBRUARY												
S	М	T	W	T	F	S						
						1						
2	3	4	5	6	7	8						
9	10	. 11	12	13	14	15						
16	17	18	19	20	21	22						
23	24	25	26	27	28							

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

Date	<u>Day</u>	Event	Responsibility
January 9, 2014	(Thursday)	Brief CCRMA on SH 550 project and plan of finance.	CCRMA, FA, GC, GEC
January 15, 2014	(Wednesday)	Brief Commissioners Court on SH 550 project and plan of finance,	County, FA, BC
January 24, 2014	(Friday)	Distribute first draft of Preliminary Official Statement (POS).	FA
January 29, 2014	(Wednesday)	Court approves Bond Order, Interlocal Agreement (ILA) and Trust Agreement.	County, FA, BC
January 30, 2014	(Thursday)	CCRMA approves ILA with County.	CCRMA, FA, GC, GEC
January 30, 2014	(Thursday)	Receive comments from working group on first draft of POS	County, BC
January 31, 2014	(Friday)	Distribute second draft of POS.	FA
January 31, 2014	(Friday)	Submit information to Rating Agencies [and Bond Insurance Companies].	FA
February 7, 2014	(Friday)	Receive comments from working group including TxDOT and Trustee on second draft of POS.	Working Group
Week of February 10, 2	014	Conference calls with Rating Agencies.	County, FA
February 18, 2014	(Tuesday)	Receive ratings.	Rating Agencies
February 18, 2014	(Tuesday)	[Receive bond insurance bids.]	AG/BAM
February 18, 2014	(Tuesday)	Print and distribute POS,	FA
February 25, 2014	(Tuesday)	Price Bonds via negotiated sale.	UW, FA
February 25, 2014	(Tuesday)	Pricing Officer signs Bond Purchase Agreement.	County, BC, FA
February 27, 2014	(Thursday)	Submit final documents to Texas Attorney General.	ВС
March 12, 2014	(Wednesday)	Obtain Texas Attorney General Approval of Bonds.	AG, BC
March 18, 2014	(Tuesday)	Close, deliver Bonds, and receive funds.	UW, FA

^{*} Preliminary, subject to change.

FA: Estrada Hinojosa & Company, Inc.

BC: Winstead PC

UW: TBD UC: TBD GEC: HNTB GC: Locke Lord 3-K DISCUSSION AND POSSIBLE ACTION REGARDING TRAFFIC AND REVENUE STUDIES FOR THE SPI 2ND ACCESS PROJECT AND THE OUTER PARKWAY PROJECT



MEMORANDUM

To: CCRMA Board of Directors

From: Pete Sepulveda, Jr., Ex. Director

525

Date: January 9, 2014

Re: Item 2K

We have two options on how to proceed in developing traffic and revenue studies for the SPI 2nd Access and Outer Parkway projects. One option is for the CCRMA to go through a procurement process and select a firm to do the traffic and revenue studies. The CCRMA would fund the studies. The other option is to go through one of TxDOT's Evergreen contracts and have TxDOT contract a firm to develop the traffic and revenue studies needed. Under this option TxDOT would fund the studies. This option is similar to the option we used in hiring an Independent Project Manager for the environmental phase for the SPI 2nd Access project. That process has worked very well for the CCRMA and we have been able to very aggressively advance the environmental phase. My recommendation is for the Board to authorize me to negotiate with TxDOT the use of one of their Evergreen contracts and select a firm to develop the traffic and revenue studies. TxDOT would fund the studies.

If you have any questions, let me know.