THE STATE OF TEXAS
COUNTY OF CAMERON

BE IT REMEMBERED on the 24<sup>th</sup> day of January 2013, there was conducted a Special 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.

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

The meeting was called to order by Chairman David E. Allex at 12:00 Noon. At this time, the Board considered the following matters as per RMA Agenda posted and filed for Record in the Office of the County Clerk on this 18<sup>th</sup> day of January 2013 at 1:00 P.M.

**ABSENT** 



#### **AGENDA**

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

Joe G. Rivera and Aurora de la Garza County Annex 1390 W. Expressway 77 San Benito, Texas 78586

Thursday, January 24, 2013

12:00 Noon

Accepted for Filins in: Cameron County On: Jan 18,2013 at 01:00P

> Bar Maggie Pena

#### **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 10, 2012 – Special Meeting December 17, 2012 – Special Meeting

- B. Consideration and Approval of the Financials for the Month of November 2012
- C. Consideration and Approval of the Revenue and Expenditure Report and the Financials for the Month of December 2012
- D. Consideration and Approval of Change Order No. 21 for the SH 550 Port Spur Project

- E. Consideration and Approval of Supplemental Work Authorization No. 2 to Work Authorization No. 31 with HNTB for the UPRR Olmito Yard & RIP Facility for Time Extension to February 28, 2013
- F. Consideration and Approval Supplemental Work Authorization No. 2 to Work Authorization No. 38 with HNTB for the SH 550 Port Spur/FM 1847 Project for Time Extension to March 29, 2013

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

- 3. Action Items
  - A. Approval of Claims
  - B. Consideration and Acknowledgement of GEC Report for the Month of December 2012
  - C. Consideration and Approval of Supplemental Work Authorization No. 11 to Work Authorization No. 8 with HNTB for the West Railroad Project
  - D. Consideration and Approval of Supplemental Work Authorization No. 7 to Work Authorization No. 17 with HNTB for the South Padre Island 2<sup>nd</sup> Access Project
  - E. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 55 with HNTB for the Border Master Plan
  - F. Consideration and Approval of Letter of Agreement between the Cameron County Regional Mobility Authority and Sullivan Public Affairs
  - G. Consideration and Approval of Agreement for Professional Services between the Cameron County Regional Mobility Authority and S&B Infrastructure for the SH 550 Direct Connector Project
  - H. Consideration and Approval of Work Authorization No. 1 with S&B Infrastructure for Construction Management Services for the SH 550 Direct Connector Project
  - I. Consideration and Approval of Agreement for Professional Services between the Cameron County Regional Mobility Authority and Halff & Associates to perform a Value Engineering for the SH 32 (East Loop) Project
  - J. Discussion and Possible Action regarding the Port Isabel Port Road
  - K. Discussion regarding the FM 803 Realignment Project
  - L. Discussion regarding Cameron County Regional Mobility Authority 2013 Goals
  - M. Discussion regarding upcoming Travel and Meetings
  - N. Discussion regarding transportation related legislation filed to date during the 83<sup>rd</sup> Legislative Session

#### **EXECUTIVE SESSION ITEM(S):**

#### 4. Executive Session

- A. Confer with Legal Counsel concerning Cameron County Regional Mobility Authority vs. Ballenger Construction Company and Liberty Mutual Insurance company in the 445<sup>th</sup> Judicial District Court Cause No. 2012-DCL-7332-I, Pursuant to V.T.C.A. Government Code, Section 551.071(1)(A)
- B. Deliberation and Discussion regarding acquisition of Parcel 3(E) Parts 1 and 2 and Temporary Construction Easements 1, 2 and 3 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
  - **B.** Possible Action

**ADJOURNMENT:** 

Signed this 18 day of January 2013

David E. Allex

Chairman

## **PUBLIC COMMENTS**

1	PITRI	IC	COM	MENTS

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 Barrera moved to approve Consent Items 2A through 2F below. The motion was seconded by Secretary Gallegos and carried unanimously.

2-A	Consideration and Approval of the Minutes for:
	December 10, 2012 – Special Meeting December 17, 2012 – Special Meeting
2-B	Consideration and Approval of the Financials for the Month of November 2012
	The Financials are as follows:
2-C	Consideration and Approval of the Revenue and Expenditure Report and the Financials for the Month of December 2012
	The Reports are as follows:
2-D	Consideration and Approval of Change Order No. 21 for the SH 550 Port Spur Project
	The Change Order is as follows:

2-Е	Consideration and Approval of Supplemental Work Authorization No. 2 to Work Authorization No. 31 with HNTB for the UPRR Olmito Yard & RIP Facility for Time Extension to February 28, 2013
	The Supplemental Work Authorization is as follows:
2-F	Consideration and Approval of Supplemental Work Authorization No. 2 to Work Authorization No. 38 with HNTB for the SH 550 Port Spur/FM 1847 Project for Time Extension to March 29, 21013
	The Supplemental Work Authorization is as follows:
NOTE	: Director Garza arrived at 12:16 P.M. after Items 2A through 2F were voted on.
	<b>ACTION ITEMS</b>
3-A	Approval of Claims
	The attached claims were presented to the Board of Directors for approval.
	Mr. Pete Sepulveda, Jr., RMA Coordinator introduced Claims into the record.
carried	Director Esparza moved to approve the Claims. The motion was seconded by Director Lopez and unanimously.
	The Claims are as follows:
3-В	Consideration and Acknowledgement of the GEC Report for the Month of December 2012
	Mr. Pete Sepulveda, Jr., RMA Coordinator introduced the item and Mr. Richard Ridings with HNTB ver the status of the Cameron County Regional Mobility Authority Projects. Mr. Jimmy Berry with went over a Power Point Presentation for the West Rail Relocation and Olmito Switchyard Projects.
motion	Secretary Gallegos moved to acknowledge the GEC Report for the Month of December 2012. The was seconded by Director Esparza and carried unanimously.
	The Report is as follows:

# 3-C Consideration and Approval of Supplemental Work Authorization No. 11 to Work Authorization No. 8 with HNTB for the West Railroad Project

Mr. Pete Sepulveda, Jr. RMA Coordinator introduced the item and went through a detailed explanation of the reason for the Supplemental Work Authorization.

Director Garza moved to approve Supplemental Work Authorization No. 11 to Work Authorization No. 8 with HNTB for the West Railroad Project. The motion was seconded by Director Barrera and carried unanimously.

#### The Supplemental Work Authorization is as follows:

# 3-D Consideration and Approval of Supplemental Work Authorization No. 7 to Work Authorization No. 17 with HNTB for the South Padre Island 2<sup>nd</sup> Access Project

Mr. Pete Sepulveda, Jr., RMA Coordinator introduced the item and went through a detailed explanation of the reason for the supplemental work authorization.

Director Esparza moved to approve Supplemental Work Authorization No. 7 to Work Authorization No. 17 with HNTB for the South Padre Island 2<sup>nd</sup> Access Project. The motion was seconded by Director Barrera and carried unanimously:

#### The Supplemental Work Authorization is as follows:

# 3-E Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 55 with HNTB for the Border Master Plan

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

# 3-F Consideration and Approval of Letter of Agreement between the Cameron County Regional Mobility Authority and Sullivan Public Affairs

Mr. Pete Sepulveda, Jr., RMA Coordinator introduced the item and explained to the Board the need to extend the existing Agreement.

Director Garza moved to approve the Agreement with Sullivan Public Affairs. The motion was seconded by Director Lopez and carried unanimously.

The Letter	of Agreement is a	s ionows:

# 3-G Consideration and Approval of Agreement for Professional Services between the Cameron County Regional Mobility Authority and S&B Infrastructure for the SH 550 Director Connector Project

Mr. Pete Sepulveda, Jr., RMA Coordinator advised the Board of the purpose of the Contract with S&B Infrastructure. He mentioned that the Texas Department of Transportation had reviewed the Agreement and provided recommended changes that were already incorporated into the Agreement. Mr. Sepulveda recommended approval of the Agreement.

Secretary Gallegos moved to approve the Agreement for Professional Services with S&B Infrastructure for the SH 550 Director Connector Project. The motion was seconded by Director Esparza and carried unanimously.

# 3-H Consideration and Approval of Work Authorization No. 1 with S&B Infrastructure for Construction Management Services for the SH 550 Direct Connector Project

Mr. Pete Sepulveda, Jr., RMA Coordinator went over the Work Authorization in detail with the Board. He explained the purpose of the Work Authorization and the need for the Professional Services. Mr. Sepulveda went over the breakdown of the Scope and the Fees associated with the Scope. Mr. Sepulveda mentioned that the percentage being charged as the fee is well within the allowed amounts by the Texas Department of Transportation (TxDOT) for this type of Professional Services. He mentioned that TxDOT had reviewed the Scope and the Fees and that the Cameron County Regional Mobility Authority and S&B Infrastructure were still addressing minor comments TxDOT had made. Mr. Sepulveda recommended that the Board approve the Work Authorization subject to final TxDOT approval for an amount not to exceed \$2,087,817.70.

Secretary Gallegos moved to approve Work Authorization No. 1 subject to final TxDOT approval for an amount not to exceed \$2,087,817.70. The motion was seconded by Director Esparza and carried unanimously.

1 ne	Work Authorization	is as follows:	

3-I	Consideration and Approval of Agreement for Professional Services between the Cameron
	County Regional Mobility Authority and Halff & Associates to perform a Value Engineering
	for the SH 32 (East Loop) Project

Secretary Gallegos moved to **TABLE** this item. The motion was seconded by Director Garza and carried unanimously.

#### 3-J Discussion and Possible Action regarding the Port Isabel Port Road

Mr. Pete Sepulveda, Jr., RMA Coordinator introduced the item. Mr. Craig Stong with TEDSI Infrastructure went over a brief status of the Project with the Board. Mr. Stong recommended that we proceed with a Wetland Delineation Study.

Director Esparza moved to proceed with a Wetland Delineation Study as recommended by TEDSI Infrastructure for the Port Isabel Port Road. The motion was seconded by Director Garza and carried unanimously.

#### 3-K Discussion regarding the FM 803 Realignment Project

Mr. Pete Sepulveda, Jr., RMA Coordinator went over the Status of a request by the University of Texas Board of Regents to the Brownsville MPO for additional funding for the FM 803 Project. The UT System is requesting a four lane road versus a two lane road. The Brownsville MPO unanimously approved additional funding to change the Project from a two lane road to a four lane road. Mr. Sepulveda advised the Board that if a change is made from a two lane road to a four lane road the environmental process will change and an additional year might be added to the Project Schedule.

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

#### 3-L Discussion regarding Cameron County Regional Mobility Authority 2013 Goals

Mr. Pete Sepulveda, Jr., RMA Coordinator passed out the Goals for 2013 and told the Board that if they have any suggestions, to let Staff know. No action required.

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

#### 3-M Discussion regarding upcoming Travel and Meetings

Mr. Pete Sepulveda, Jr., RMA Coordinator passed out a schedule of meetings for the next two months. No action required.

3-N Discussion regarding transportation related legislation filed to date during the 83<sup>rd</sup> Legislative Session

Mr. Pete Sepulveda, Jr., RMA Coordinator passed out a list of Bills that have been submitted to date. No action required.

#### **EXECUTIVE SESSION ITEMS**

Secretary Gallegos moved to go into Executive Session; the motion was seconded by Director Lopez and carried unanimously, the Board met in Executive Session at 1:07 P.M. to discuss the following matter(s):

#### **EXECUTIVE SESSION:**

- 4-A Confer with Legal Counsel concerning Cameron County Regional Mobility Authority vs. Ballenger Construction and Liberty Mutual Insurance Company in the 445<sup>th</sup> Judicial District Court Cause No. 2012-DCL-7332-I, Pursuant to V.T.C.A. Government Code, Section 551.071(1)(A)
- 4-B Deliberation and Discussion regarding acquisition of Parcel 3(E) Parts 1 and 2 and Temporary Construction Easements 1, 2 and 3 for the West Rail Relocation Project pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072

Secretary Gallegos moved to reconvene into Regular Session. The motion was seconded by Director Lopez and carried unanimously, the Board reconvened into Regular Session at 1:25 P.M.

Chairman Allex did not participate in the Executive Session Discussion

#### **ACTION RELATIVE TO EXECUTIVE SESSION:**

5-A Confer with Legal Counsel concerning Cameron County Regional Mobility Authority vs. Ballenger Construction and Liberty Mutual Insurance Company in the 445<sup>th</sup> Judicial District Court Cause No. 2012-DCL-7332-I, Pursuant to V.T.C.A. Government Code, Section 551.071(1)(A)

Secretary Gallegos moved to acknowledge report of Counsel. The motion was seconded by Director Garza and carried unanimously. Chairman Allex abstained.

5-B Deliberation and Discussion regarding acquisition of Parcel 3(E) Parts 1 and 2 and Temporary Construction Easements 1, 2 and 3 for the West Rail Relocation Project pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072

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

## **ADJOURNMENT**

There being no further business to come before the Board and upon motion by Director Lopez seconded by Director Esparza and carried unanimously the meeting was **ADJOURNED** at 1:26 P.M.

APPROVED this

day of February 2013.

ATTESTED:

SECRÉTARY KUBEN GALLEGOS, JR.

2-B CONSIDERATION AND APPROVAL OF A THE FINANCIALS FOR THE MONTH OF NOVEMBER 2012

#### CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

# Combined Statement of Net Assets November 30, 2012 (UNAUDITED)

(UNAUDITED)			
Assets:			2013
Current assets:			
Cash and cash equivalents		\$	3,001,443
Accounts Receivable			258,496
Prepaid expenses			87,788
Due from other agencies			298,790
Total current assets			3,646,517
Restricted assets:			
Debt reserve			7,296,194
Bond Proceeds in Trust			38,552,258
Reserve for Rate Stabilization			44,444
Restricted Cash			17,804
Total restricted assets			45,910,700
Capital Assets: CWIP			
CWIP/Bond Series 2010A	9,263,798		
CWIP/Bond Series 2010B	9,899,775		
CWIP/Bond Series 2012 SH 550			
SPI 2nd. Causeway	1,736,644		
West Loop	2,244,589		
SPI 2nd. Access, Eng., Env.	3,478,803		
Total capital assets CWIP			26,623,609
Other Assets: CWIP			35,619,157
Capital Assets: Other(Net of Depreciation)			2,347,381
Total assets		\$1	14,147,364
Liabilities:		<u> </u>	
Current liabilities:			
Accounts payable		\$	88,274
Due to other Entities		•	250,000
Due to other Funds			
Deferred Revenue			120,649
Total current liabilities			458,923
Long term liabilities:			100,025
Bonds Payable/Series 2010A,2010B, and 2012 SH	550	(	68,380,000
Less: Unamortized discount and issue cost			(1,386,984)
Unamortized premium			4,547,324
Aid from Other Gov/SPI 2nd Causeway			1,736,644
Aid from Other Govt./West Loop			2,244,589
Aid from Other Govt./SPI 2nd Access, Eng., Env.			3,478,803
Aid from Other Govt./West Rail Relocation			18,840,648
Aid from Other Govt./Olmito Switchyard			11,042,750
Aid from Other Govt./Olmito RIP Facility			182,315
Total long term liabilities		10	09,066,089
		• •	35,000,005
Total liabilities		10	09,525,012
Net assets:			
Contributed Capital			-
Net Assets			4,622,352
Total net assets			4,622,352
Total liabilities and net assets		\$11	4,147,364

## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AS OF 11/30/2012

## Combined Statement of Revenues & Expenditures (UNAUDITED)

(UNAUDITED)		
	2013	-
OPERATING REVENUES		
RMA Fees \$	-	
SH 550 Toll Revenue	17,265	
State Revenue - TX Dot	-	
Interest Income	562	_
TOTAL OPERATING REVENUES		\$ 17,827
OPERATING EXPENSES		
Office Supplies	132	
Contingencies	34	
Audit and Accounting		
Engineering	-	
Professional Services	15,315	
Postage	-	
Travel	10,731	
Advertising	-	
Printing & Binding	59	
Bonds	702	
Education & Training	,02	
Aid to other Governments		
Dues and Memberships	_	
Contractual	43,361	
New Equipment	45,501	
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Debt Retirement	184,821	
Debt Interest	166,617	
Fiscal Agent Fees	0.530	
Image Review	2,730	
TOTAL OPERATING EXPENSES		424,502
DEVELOPMENT PROGRAMS		
Strategic Plan Development	-	
Public Involvement & Outreach	-	
West Rail Relocation	-	
FM 803 EA & PS&E	10,421	
East Loop Project	-	
RFI-Comp Dev Agree	-	
PDA Coordination & Negotiation Support	-	
Olmito Yard PS & E	-	
TOTAL NON CWIP EXPENDITURES		10,421
CHANGE IN NET ASSETS		(417,096)
TOTAL NET ASSETS - Beginning of Year (restricted)		5,039,448
TOTAL NET ASSETS - End of Year (restricted)		\$ 4,622,352

2-C CONSIDERATION AND APPROVAL OF THE REVENUE AND EXPENDITURE REPORT AND THE FINANCIALS FOR THE MONTH OF DECEMBER 2012

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Vendor Name

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Total Disbursements

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From 12/01/2012 To 12/31/2012

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Invoice#	RESERVE FUND	Check Total	DEC'12 RATE STAB	Check Total	Line Item Total	Dept. Total
PO#						
Post Date	12/10/2012		12/17/2012			
Check <u>Date</u>	00001399 12/10/2012 12/10/2012		00001429 12/17/2012 12/17/2012			
Check#	00001399		00001429			
Vendor Name	BANK OF NEW YORK MELLON TRUST			5		
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# Cash Disbursement Journal By GL From 12/01/2012 To 12/31/2012 Check

Amount		762.00	762.00	1,830.75	1,830.75	2,199.38	2,199.38	9,668.75	127.50	9,652.98	2,706.43	22,155.66	26,947.79	809.87	809.87	2,070.09	2,070.09	480.35	480.35	663.91	663.91	200.90	200.90	4,225.12	336.35	336.35	336.35	3,642.80	3,642.80	61.56	61.56	3,704.36	695.00	695.00
Invoice #		E2010	Check Total	016045	Check Total	836914\A	Check Total	975484	975431	975485	975451	Check Total	Line Item Total	REIMB TRVL DAL04	Check Total	TRVL REIMB.AUS12	Check Total	TRVL.REIMB.AUS12	Check Total	TRVL.REIMB.DAL4	Check Total	REIMB. TRVL D.JE	Check Total	Line Item Total	0601 15767635	Check Total	Line Item Total	49697317	Check Total	49726269	Check Total	Line Item Total	REIMB. TRVL D.JE	Check Total
#0A	:	P184789		P184791																								P183852		P183852				
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Vendor Name		BRYANT & STINGLEY INC		LAW OFFICE OF DANIEL L RENFRO		LOCKE LORD BISSELL AND LIDDELL								GARCIA,DAVID				SEPULVEDA, PEDRO				VEGA,DYLBIA JEFFERIES			SMITH REAGAN INSURANCE AGENCY			GOVCONNECTION INC					VEGA, DYLBIA JEFFERIES	
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									Line Item Total	695.00
110	110	6082	0000157573	AVINA, VERONICA	00001414	12/17/2012	12/17/2012	P182628	DEC'12 CONTRACT	200.00
									Check Total	200.00
110	110	6082	0000154776	BETANCOURT, BLANCA	00001415	12/17/2012	12/17/2012	P182620	DEC'12 CONTRACT	1,000.00
									Check Total	1,000.00
110	110	6082	0000170187	DEHOYOS, SYLVIA	00001416	12/17/2012	12/17/2012	P182843	DEC'12 CONTRACT	650.00
									Check Total	650.00
110	110	6082	0000089010	GALARZA,MARTHA	00001417	12/17/2012	12/17/2012	P182658	DEC'12 CONTRACT	1,100.00
									Check Total	1,100.00
110	110	6082	0000166064	GARCIA,DAVID	00001418	12/17/2012	12/17/2012	P182624	DEC'12 CONTRACT	6,250.00
				13/					Check Total	6,250.00
110	110	6082	0000169613	PENA, JESUS MARTIN	00001422	12/17/2012	12/17/2012	P182623	DEC'12 CONTRACT	200.00
									Check Total	200.00
110	110	6082	0000158316	QUELLHORST,HENDRICK	00001423	12/17/2012	12/17/2012	P182625	DEC'12 CONTRACT	250.00
									Check Total	250.00
110	110	6082	0000119900	ROBLES,MARIA A	00001424	12/17/2012	12/17/2012	P182622	DEC'12 CONTRACT	450.00
									Check Total	450.00
110	110	6082	0000161834	SAN MIGUEL,FRANCISCO	00001425	12/17/2012	12/17/2012	P182626	DEC'12 CONTRACT	300.00
									Check Total	300.00
110	110	6082	0000165666	SEPULVEDA, PEDRO	00001426	12/17/2012	12/17/2012	P182621	DEC'12 CONTRACT	6,250.00
									Check Total	6,250.00
110	110	6082	0000173725	SULLIVAN PUBLIC AFFAIRS	00001412	12/10/2012	12/10/2012	P184607	NOV'12 SERVICES	7,500.00
									Check Total	7,500.00
110	110	6082	0000173466	TXU ENERGY	00001397	12/04/2012	12/04/2012	P181287	054900956246	94.91
110	110	6082			00001397	12/04/2012	12/04/2012	P183296	054900956246	270.47
									Check Total	365.38
110	110	6082	0000155472	VEGA,DYLBIA JEFFERIES	00001428	12/17/2012	12/17/2012	P182627	DEC'12 CONTRACT	1,100.00
									Check Total	1,100.00
									Line Item Total	25,615.38
110	110	2609	0000169936	BANK OF NEW YORK MELLON TRUST	00001399	12/10/2012	12/10/2012		DEC'12 SER.A PRI	40,897.92
110	110	2609			00001399	12/10/2012	12/10/2012		DEC'12 SER.B INT	84,821.10
									Check Total	125,719.02
									Line Item Total	125,719.02
110	110	8609		٠	00001399	12/10/2012 12/10/2012	12/10/2012		DEC'12 SER.A INT	50,000.00
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Amount 50,000.00

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Invoice #

PO#

00001420 12/17/2012 12/17/2012 P178940 84-40619-PL-008

Line Item Total **Check Total** 

12,992.04 12,992.04

Amount

1101108

Dept. Total

12,992.04 12,992.04

**Time:** 08:31:37 **Date:** 01/09/2013

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Report: CASHDISBRMA User: SDHOYOS

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	Amount	1,763.35	3,335.51	1,045.65	698.35	1,217.50	4,993.51	85.35	1,045.65	3,055.69	12,201.29	1,844.77	1,763.35	4,360.26	2,087.36	1,045.65	2,293.94	5,390.65	1,844.77	50,072.60	2,550.00	3,225.00	5,775.00	55,847.60	32,224.45	59,676.31	91,900.76	350.00	350.00	700.00	6,279.60	6,279.60	1,143.75	2,212.50	3,356.25
	Invoice #	016192	016044	016046	016047	016048	016281	016049	016282	016283	016284	016285	016286	016186	016187	016188	016189	016190	016191	Check Total	C2012-279-2	C2012-294	Check Total	Line Item Total	169-20728655	169-20728653	Check Total	15	15	Check Total	84-40619-CN-033	Check Total	C2012-294-2	02012-355	Check Total
	PO#	P184790	P184791	P184791	P184791	P184791	P184788	P184791	P184788	P184788	P184788	P184788	P184788	P184790	P184790	P184790	P184790	P184790	P184790		P181515							P184792	P184792		P161490		P184798	P184798	
Post	<u>Date</u>	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012		12/10/2012	12/10/2012			12/10/2012	12/10/2012		12/10/2012	12/10/2012		12/17/2012		12/10/2012	12/10/2012	
Check	<u>Date</u>	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012	12/10/2012		12/10/2012	12/10/2012				12/10/2012			12/10/2012		12/17/2012			12/10/2012	
	Check #	00001406	00001406	00001406	00001406	00001406	00001406	00001406	00001406	00001406	00001406	00001406	00001406	00001406	00001406	00001406	00001406	00001406	00001406		00001409	00001409			00001398	00001398		00001405	00001405		00001420		00001409	00001409	
	<u>Vendor Name</u>	LAW OFFICE OF DANIEL L RENFRO																			ROBINSON DUFFY & BARNARD L.L.P				AMERICAN ELECTRIC POWER			HEERSSEN,HARVEY L			HNTB CORP		ROBINSON DUFFY & BARNARD L.L.P		
	PEID	0000169678																			0000119675				0000162771			0000158825			0000160653		0000119675		
	LnItm 3C SVC	6045	6045	6045	6045	6045	6045	6045	6045	6045	6045	6045	6045	6045	6045	6045	6045	6045	6045		6045	6045			6082	6082		6082	6082		6082		6082	6082	
	Fund Dept Luit WEST RAIL GEC SVC	1116	1116	1116	1116	1116	1116	1116	1116	1116	1116	1116	1116	1116	1116	1116	1116	1116	1116		1116	1116			1116	1116		1116	1116		1116		1116	11116	
	Fun	110	110	110	110	110	110	110	110	110	110	110	110	110	110	110	110	110	110		110	110			110	110		110	110		110		110	110	

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**Time:** 08:31:37 **Date:** 01/09/2013

1101116

Cash Disbursement Journal By GL From 12/01/2012 To 12/31/2012

Check #

Vendor Name

PEID

Lultm

Fund Dept

Check Date

PO#

Invoice #

**Amount** 102,236.61 158,084.21

> Line Item Total Dept. Total

Post Date

Time: 08:31:37

Date: 01/09/2013

Page:

Report: CASHDISBRMA User: SDHOYOS

Amount	44,406.79	65,365.64	130,956.93	240,729.36	240,729.36	240,729.36
Invoice #	83R-40619-PL-017	84-40619-PL-017	84-40619-PL-017	Check Total	Line Item Total	Dept. Total
PO#	P155605	P155605	P183113			
Post <u>Date</u>	12/17/2012	12/17/2012	12/17/2012			
Check <u>Date</u>	12/17/2012 12/17/2012 P155605	12/17/2012 12/17/2012	12/17/2012			
Check #	00001420	00001420	00001420			
Vendor Name	ď					
	HNTB CORP					
PEID	0000160653					
LnItm	6042 (	6042	6042			
Fund Dept Luitm SPI 2nd ACESS,	110 1117	110 1117	1110 11117			

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Page:

**Time:** 08:31:37 **Date:** 01/09/2013

Check Date Check #

Vendor Name

PEID

Fund Dept LuItm OLMITO RIP FACILITY 110 1147 6082

Post

Date

PO#

Invoice #

00001420 12/17/2012 12/17/2012 P167330 84-40619-CN-047

13,453.80 13,453.80

Amount

1101147

13,453.80 13,453.80

Line Item Total Dept. Total Check Total

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Report: CASHDISBRMA User: SDHOYOS

**Time:** 08:31:37 **Date:** 01/09/2013

Check #

Vendor Name

PEID

Fund Dept Lultm

Post Date

PO#

Invoice #

Amount 751,391.33 751,391.33

Fund Total Total Disbursements

Check <u>Date</u>

Page:

10

**Time:** 08:31:37 **Date:** 01/09/2013

Report: CASHDISBRMA User: SDHOYOS

1110000

From 12/01/2012 To 12/31/2012

Amount Check Total 00001402 12/10/2012 12/10/2012 P155103 32-46837-OM-213 Invoice # PO# Date Post Check Date Check # CENTRAL TEXAS REGIONAL MOBILIT Vendor Name 111 000 1166 0000170088 PEID Fund Dept Luitm SERIES BOND FUNDS

1,092.71 Dept. Total

1,092.71 1,092.71

Line Item Total

Report: CASHDISBRMA User: SDHOYOS

Date

Date

00001420 12/17/2012 12/17/2012 P155761 84-40619-PL-042

Dept. Total

2,503.26 2,503.26 2,503.26 2,503.26

Line Item Total

Check Total

Invoice #

Amount

PO#

Post

Check #

Vendor Name

HNTB CORP

6042 0000160653 PEID

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Lultm Fund Dept EAST LOOP

Report: CASHDISBRMA User: SDHOYOS

**Time:** 08:36:14 **Date:** 01/09/2013

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Cash Disbursement Journal By GL From 12/01/2012 To 12/31/2012

		Amount	514.85	514.85	514.85	20,000.00	20,000.00	20,000.00	20,514.85
		Invoice #	00001420 12/17/2012 12/17/2012 P158036 84-40619-CN-038	Check Total	Line Item Total	00001402 12/10/2012 12/10/2012 P155103 15-JUN-11	Check Total	Line Item Total	Dept. Total
		<u>FO #</u>	P158036			P155103			
	Post	<u>Date</u>	12/17/2012			12/10/2012			
7107/1	Check	Date	12/17/2012			12/10/2012			
C/71 0.I.		Check #	00001420			00001402			
From 12/01/2012 To 12/31/2012		<u>Vendor Name</u>				CENTRAL TEXAS REGIONAL MOBILIT			
		PEID				0000170088			
		Luitm	6082			0 9609			
		Fund Dept SH 550 TOLL	111 1121			111 1121			

**Time:** 08:36:14 **Date:** 01/09/2013

Report: CASHDISBRMA User: SDHOYOS

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From 12/01/2012 To 12/31/2012

Date Check #

Vendor Name

PEID

Fund Dept LnItm GENERAL BRANT

HNTB CORP

Date

Post

Invoice #

PO#

00001420 12/17/2012 12/17/2012 P180553 84-40619-PL-026

41,499.36 41,499.36

Amount

1111126

41,499.36 41,499.36

Dept. Total

Check Total

Line Item Total

**Time:** 08:36:14 **Date:** 01/09/2013

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Report: CASHDISBRMA User: SDHOYOS

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urnal	12/31/2012
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sburseme	12/01/2012
Cash Dist	12/0
Cas	From

1111149

PEID

Fund Dept Lultm SH32 GEC/EAST LOOP

6082

49,049.92 959.80 Amount 84-40619-PL-049 84-40619-PL-064 Invoice # 00001420 12/17/2012 12/17/2012 P171413 00001420 12/17/2012 12/17/2012 P181906 PO# Date Post Check Date Check # Vendor Name

50,009.72 50,009.72 50,009.72 Dept. Total

Line Item Total

**Check Total** 

**Time:** 08:36:14 **Date:** 01/09/2013 5 Page:

Report: CASHDISBRMA User: SDHOYOS

Check Date Check #

Invoice #

Amount

11111155

Check Total 84-40619-PL-055

12,487.68 12,487.68

PO#

Post

Date

00001420 12/17/2012 12/17/2012 P174429

Dept. Total Line Item Total

12,487.68 12,487.68

**Time:** 08:36:14 **Date:** 01/09/2013

9 Page:

Report: CASHDISBRMA User: SDHOYOS

PEID

Vendor Name

Fund Dept Luitm BORDER MASTER PLAN

111 1155 6082

Check #

Post Date

Invoice #

PO#

Amount 128,107.58 128,107.58

Fund Total

**Total Disbursements** 

Check <u>Date</u>

**Time:** 08:36:14 **Date:** 01/09/2013

Page:

Report: CASHDISBRMA User: SDHOYOS

Fund Dept LnItm

PEID

Vendor Name

#### CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

# Combined Statement of Net Assets December 31, 2012 (UNAUDITED)

(UNAUDITED)			
Assets:			2013
Current assets:			
Cash and cash equivalents		\$	2,610,854
Accounts Receivable			-
Prepaid expenses			88,881
Due from other agencies			298,790
Total current assets			2,998,525
Restricted assets:			
Debt reserve			7,296,194
Bond Proceeds in Trust		3	8,552,258
Reserve for Rate Stabilization			133,333
Restricted Cash			30,811
Total restricted assets		4	6,012,596
Capital Assets: CWIP			
CWIP/Bond Series 2010A	9,322,364		
CWIP/Bond Series 2010B	9,968,223		
CWIP/Bond Series 2012 SH 550			
SPI 2nd. Causeway	1,736,644		
West Loop	2,244,589		
SPI 2nd. Access, Eng., Env.	3,719,533		
Total capital assets CWIP	. ,	2	6,991,353
Other Assets: CWIP			5,796,995
Capital Assets: Other(Net of Depreciation)			2,347,381
Total assets			4,146,850
Liabilities:			.,,
Current liabilities:			
Accounts payable		\$	88,274
Due to other Entities		Ψ	250,000
Due to other Funds			250,000
Deferred Revenue			120,649
Total current liabilities			458,923
Long term liabilities:			750,725
Bonds Payable/Series 2010A,2010B, and 2012 SH	1550	6	8,380,000
Less: Unamortized discount and issue cost			1,386,984)
Unamortized premium			4,547,324
Aid from Other Gov/SPI 2nd Causeway			1,736,644
Aid from Other Govt./West Loop			2,244,589
Aid from Other Govt./SPI 2nd Access, Eng., Env.			3,719,533
Aid from Other Govt./West Rail Relocation			8,840,648
Aid from Other Govt./Olmito Switchyard			1,042,750
Aid from Other Govt./Olmito RIP Facility		•	182,315
Total long term liabilities		10	9,306,819
Total long term madmittes		10	2,200,619
Total liabilities		10	9,765,742
Net assets:		10	,,,oo,,,
Contributed Capital			_
Net Assets			4,381,108
Total net assets			4,381,108
			.,201,100
Total liabilities and net assets		\$11.	4,146,850
		<b>411</b>	.,. 10,000

## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AS OF 12/31/2012

## Combined Statement of Revenues & Expenditures (UNAUDITED)

(GNAODITED)	20	12	
OPERATING REVENUES		13	•
RMA Fees	\$	_	
SH 550 Toll Revenue	· -	27,703	
State Revenue - TX Dot	,		
Interest Income		707	
TOTAL OPERATING REVENUES	******	707	\$ 28,410
*			20,
OPERATING EXPENSES			
Office Supplies		132	
Contingencies		70	
Audit and Accounting		_	
Engineering		_	
Professional Services		42,263	
Postage		_	
Travel		14,957	
Advertising		,	
Printing & Binding		59	
Bonds		1,038	
Education & Training		695	
Aid to other Governments		-	
Dues and Memberships		-	
Contractual	(	58,976	
New Equipment	·	3,705	
Debt Retirement	1.5	50,000	
Debt Interest		77,157	
Fiscal Agent Fees		.,,	
Image Review		4,285	
TOTAL OPERATING EXPENSES			663,337
			000,00.
DEVELOPMENT PROGRAMS			
Strategic Plan Development		-	
Public Involvement & Outreach		_	
West Rail Relocation	]	12,992	
FM 803 EA & PS&E		10,421	
East Loop Project		_	
RFI-Comp Dev Agree		_	
PDA Coordination & Negotiation Support		-	
Olmito Yard PS & E		-	
TOTAL NON CWIP EXPENDITURES			23,413
CHANGE IN NET ASSETS			(658,340)
			( 0,5 .0)
TOTAL NET ASSETS - Beginning of Year (restricted)			5,039,448
TOTAL NET ASSETS - End of Year (restricted)		_	\$ 4,381,108
		-	

2-D CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 21 FOR THE SH 550 PORT SPUR PROJECT



CHANGE ORDER NBR.

21

REPORT DATE: 12/20/2012 4:06:27PM

CONTRACT ID:	362201001	HIGHWAY:	SH 550	Functions:	·
PROJECT:	STP 2009(662)ES	DISTRICT:	21	☑ Extra Work	Force Account
CONTRACT:	03103002	COUNTY:	CAMERON	Zero Dollar	Final Quantity
AWARD AMOUNT:	\$34,161,741.40	AREA ENGINEER:	Juan Bosquez, P.E.	Overrun/Underrun	Change Project Limits
PROJECTED AMOUNT:	\$34,357,241.40	AREA NUMBER:	055	Time Adjustment	☐ Delete/Add CSJ
CONTRACTOR:	ANDERSON COLUMBIA CO., INC.				

CO AMOUNT: CO TYPE:

-\$189,405.00

FED LETTER OF AUTH - MINOR - PART

3RD PARTY AMOUNT:

APPRV LEVEL:

DESCRIPTION: REASON:

SECONDARY REASON(S):

CEMENT STAB BACKFILL & DRIVEWAYS (ACP)

1A - 1A-INCORRECT PS&E (TxDOT DESIGN)

\$0.00

OVERRIDE

DESCRIBE THE REASON FOR THE CHANGE ORDER AND WHAT IS BEING CHANGED. WHEN NECESSARY, INCLUDE EXCEPTIONS TO THIS AGREEMENT:

Change order # 21 introduces Cement Stabilized Backfill (CSB) and Driveway Asphalt Concrete Pavement (ACP) quantity adjustments.

Estimate & Quantity (E&Q) sheet shows a total of 6,408.5 CY of CSB throughout the entire project set up in twelve different line numbers. Conversely, plans summary tables of estimated quantities show a total of 5,281.6 CY of CSB. Nonetheless, correct as-built CSB quantity equals 4,370.89 CY for the following reasons. Line #2235 & 2270 contain CSB quantities for RC Box culverts at SH 550 STA. 1351+85 & Old Port Isabel Rd. STA. 6+78, respectively. However, both of these quantities were also set up incorrectly on Line #1600. Therefore, these quantities need to be removed from Line #1600. Furthermore, CSB quantities set up under line #2235, 2270, & 1600 are more than required for all the locations within these line numbers. Moreover, sheet #42 shows not needed 360 CY of CSB under line# 1600 to be installed at STA. 59+44 on Old Port Isabel Rd. Therefore, a quantity adjustment to line #1600 is being made. In like manner, a quantity adjustment is being made to several other CSB line numbers, because quantities set up on plans are more than required. In summary, contractor installed CSB per plan dimensions, has reviewed all paid CSB quantities, and concurs with the above mentioned. Please see revised sheets# 41-42. No time is added by this work.

Plans call for a total of four driveways (ACP) throughout the entire project. E&Q sheet # 34A, and sheet # 39 driveway summary table erroneously show 4,757 SY and 2,118 SY, respectively versus correct 569.21 SY needed for the above mentioned driveways. Furthermore, plans call for no driveway at Old Port Isabel Rd, between SH 550 and outfall channel #3. However, TxDOT needs to provide access to private land owner to avoid a land lock situation. Therefore, TxDOT instructed contractor to install one additional driveway at STA. 59+60 (RT). As a result, item # 530-2011 Driveways (ACP) is being adjusted accordingly. Please see revised sheet # 39R. No time is added by this work.

ADDITIONAL TIME NOT NEEDED

"By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change and that this agreement is made in accordance Item 4 and the Contract. Exceptions should be noted in explanation above."

THE CONTRACTOR

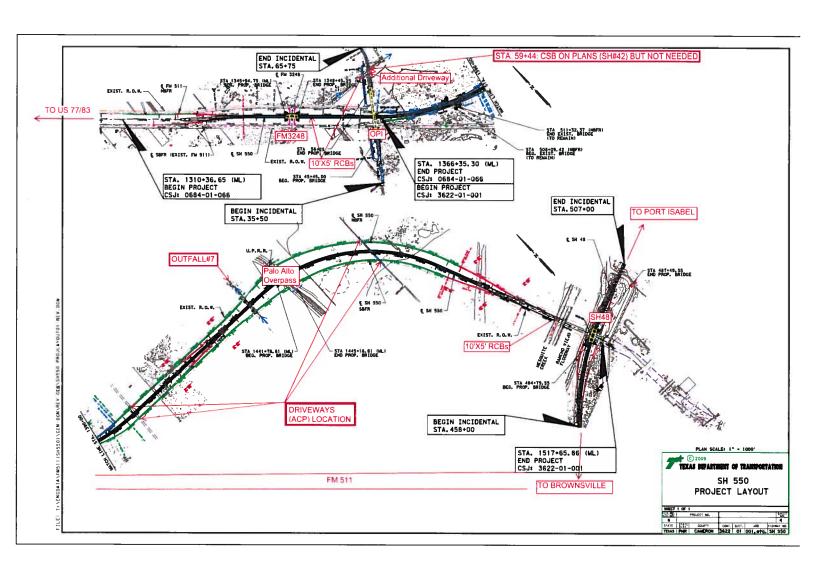
BY:		DISTRICT ENGINEER:	
TYPED/PRINTED NAME:	DATE	DIRECTOR, CONSTRUCTION DIVISION:	DATE
TYPED/PRINTED TITLE:	DATE	DEPUTY EXECUTIVE DIRECTOR:	DATE
AREA ENGINEER:	DATE	FHWA:	DATE
AREA ENGINEER'S SEAL:	DATE	· · · · · · · · · · · · · · · · · · ·	DATE

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CONTR	ACT ID	362201	001		CHAN	GE ORDER NBR.	21		P	age 3 of 3
CONTR	ACT ITEN	IS								
PROJE	CT NBR	068401	066							
CATG NBR	LINE	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
001	1600	04002005 CO DESCR	007	CEM STABIL BKFL EXIST ITEM# CO#21	CY	57.00000	761.000	-702.000	59.000	-\$40,014.00
001	1743	05302011 CO DESCR ADDTL CO DE	SCR 1	DRIVEWAYS (ACP) NEW ITEM# CO#21 Additional Driveway	SY	15.00000	0.000	128.300	128.300	\$1,924.50
002	2235	04002005 CO DESCR	007	CEM STABIL BKFL EXIST ITEM# CO#21	CY	57.00000	189.000	-86.000	123.000	-\$3,762.00
002	2270	04002005 CO DESCR	007	CEM STABIL BKFL EXIST ITEM# CO#21	CY	57.00000	120.000	-38.000	82.000	-\$2,166.00
PROJE	CT NBR	362201	001							
CATG NBR	LINE	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
001	0190	04002005 CO DESCR	007	CEM STABIL BKFL EXIST ITEM# CO#21	CY	57.00000	3,476.000	-377.810	3,098.190	-\$21,535.17
001	0490	05302011 CO DESCR	000	DRIVEWAYS (ACP) EXIST ITEM# CO#21	SY	15.00000	4,757.000	-4,187.790	569.210	-\$62,816.85
002	0990	04002005 CO DESCR	007	CEM STABIL BKFL EXIST ITEM# CO#21	CY	57.00000	684.000	-522.400	161.600	-\$29,776.80
002	1085	04002005 CO DESCR	007	CEM STABIL BKFL EXIST ITEM# CO#21	CY	57.00000	298.900	-52.700	246.200	-\$3,003.90
002	1180	04002005 CO DESCR	007	CEM STABIL BKFL EXIST ITEM# CO#21	CY	57,00000	174.000	-129.200	44.800	-\$7,364.40
002	1220	04002005 CO DESCR	007	CEM STABIL BKFL EXIST ITEM# CO#21	CY	57.00000	269.000	-176.200	92.800	-\$10,043.40
002	1265	04002005 CO DESCR	007	CEM STABIL BKFL EXIST ITEM# CO#21	CY	57.00000	174.000	-129.200	44.800	-\$7,364.40
002	1305	04002005 CO DESCR	007	CEM STABIL BKFL EXIST ITEM# CO#21	CY	57.00000	200.000	-61.100	138.900	-\$3,482.70

CHANGE ORDER AMOUNT

-\$189,405.12



	}								822-01-001 550		COL	DE	DESCRIPTION	N	тот	AL
EST.	FINAL	EST.	FINAL	EST.	FINAL.	EST.	FINAL	EST.	FINAL		E 1 8	A 18		ΙΤ,	ËŜŤ.	FINAL
								265.580				02 002		ATE	265.580	
								5954,000			34 20		REMOVING CONC (RIPRAP)	SY	8954.000	
							-	4060.000			34 20 06 20		REMOVING CONC (CTB)	LF	4080.000	
		$\overline{}$	-			-		58412.000			10 20		OBLITERATING ABANDONED ROAD EXCAVATION (ROADWAY)	CY	2.000 58412.000	
								8221.000			10 20		EXCAVATION (CHANNEL)	CY	8221.000	
-								1144590.000			35 50		EMBANKHENT (FINAL) (DENS CONT) (TY C)	ĈΥ	1144590.000	
			$\neg \neg$					142.660	*			36 004		AC	142.660	
								142.560		11	14 20	42 004	DRILL SEEDING (TEMP) (WARN)	AC	142.560	
	$\Box$							2130.000				200 E0	SOIL RETENTION BLANKETS (CL 1) (TY C)	SY	2130.000	
								4913.600			20		SPRINKLING (DUST CONTROL)	MG	4913.600	
	<b>——</b>							132453.000				25 041	FL 83 (RDMY DEL) (TY E GR 4) (FNAL POS)	CY	132453.000	Δ
								3057.000			51 21		REWORK BS MTL (TY C) (12") (DC) (DRG POS		3057.000	
-	<del></del>	$\overline{}$						5422.000 112419.000			1 21		RWAK BS HTL (TY B) (12") (DC) (ORG POS) LINE TRT (NEW BASE) (12")	CY	8422.000	Λ
			$\overline{}$			-		321754.000					LIME THT (EXST MATL) (12")	SY	112419.000 321754.000	
		$\overline{}$			$\overline{}$		-	9508.000					LIME (HYD, COM, OR OK (SLURRY))	TON	9508.000	<u> </u>
								28929.000				34 001	LIME THY UNIX EXST NATLEMEN BASE (12")	SY	28929.000	Λ
								150043.000				100 25		SY	150043.000	
								27724.000			5 20		SALV, HAUL & STRPL RCL APH PV (3")	SY	27724.000	
		Î						55858.000		3	10 20	01	PRINE COAT (MC-30)	GAL	56868,000	
								2358.000		3:	16 21	25	AGGR (TY-PB GR-4 SAC-A)	CY	2356.000	
								84717.000		3:	15 24	21	ASPH (AC-10 OR HFRS-2P)	GAL	84717.000	
								38822.000				55 024		TON	38822,000	
								24361.000					D-GR HMA (GCGA) TY-8 SAC-8 PG64-22	TON	24361.000	
						$\longrightarrow$		12418.000						SY	12418.000	
-				-		-		1027.000 8408.500		40		9 007			1027.000	
-		$\longrightarrow$	-				-	2110,000				7 007	CEM STABIL BKFL STRUCT EXCAY (SPECIAL)	CY	6408 500 2110,000	
								1673.000			2 200		TRENCH EXCAVATION PROTECTION	LE	1673.000	
			1					14850.000			3 200		TEMPORARY SPL SHORING	5#	14850.000	
								21212,000		40	9 20	19	PRESTR CONC PIL (16 IN SQ) (SULF)	LF	21212.000	
-						$\overline{}$		1222.000		40			PRESTR CONC PIL (18 IN SQ) (BULF)	LF	1222.000	
-						-		53.000	$\overline{}$			15 001		LF	53.000	Α
$\rightarrow$								373,000		41		8 001		LF	373.000	
-								196,000				001		LF	696.000	
	-	<del></del>						150,000				001	DRILL SHAFT (SIGN MTS) (42 IN) DRILL SHAFT (HIGH MAST POLE) (50 IN)	LF	195.000	
$\rightarrow$								855.000	$\rightarrow$	41		9 001	DRILL SHAFT (HIGH RAST POLE) (SO IN)	LF	150.000 855.000	
_						-		182.400	-			2 001		LF LF	182.400	
$\neg$					$\overline{}$	$\overline{}$		371.000	-				CL C CONC (ABUT)	CY	371.000	
								1532.000					CL C CONC (BENT)	CY	1532.000	
								1006.500					CL C CONC (FOOTING)	CY	1006.500	
								20.000					CL C CONC (RAIL FOUNDATION)	CY	20.000	
								4.200					CL D CONC (HISC)	CY	4.200	
								62.000					CL B CONC (MISC)	CY	62.000	
$\rightarrow$								108382.000			2 200		REINF CONC SLAB	SF	108382.000	
$\rightarrow$								15263.430					PRESTR CONC BEAM (TY IV)	LF	15263.430	
-	$\longrightarrow$		<del></del>					11505.200					CONC SURF TREAT (CLASS I)	87	11505.200	
								13.000		43	0 207	1	CL C CONC FOR EXT STR (HDWL)	CŸ	13,000	

A Revises 03-05-10

CHANGE ORDER #21
QUANTITY ADJUSTMENTS
MODIFIED ON 12-6-12

© 2009
TELAS MEASTHERT OF TRANSPORTATION
SH 550
SUMMARY TABLES OF
ESTIMATED QUANTITIES

ÉNÉGATAVINGI I ISINSSO) VOLLANT IT I ESVREY-OLAL

						SU	MMA	RY (	OF P	ROP	DRA:	INAG	E STI	RUCT	URES	5						101.00						
	LOCATION	HEA. OH.	艦		SPECI	TEN AND	893 (C., 1(1) (60°)	(18°)	100 101, 111 124, 1	100, 11th (30°)	(SPL)	100. [11) (GL [11) (SPL) (42°)	10 (45.)	SE L	and a		7(8) 7(8) 18,71 17,71		STATE OF THE PARTY	MAT LI	100 - 140 0014 - 140	CDI-75-01 GDI-75-01 GDI-75-01	100 - 40 D	2241 927 (17 (1) (64 (1) 142°)	2219 (17 13) (160 1	FEMALY PERSONS INCLASE PERSONS	JACK BORE OF THE PIPE	PYC PIPI (SCH 40 116 DO
	CS.() 0604-01-066	, C. Y.	C.Y.	S.Y.	F.Y.	л	řī.	FT.	FI.	П.	FT.	FT.	ñ.	É4.	FA.	- EL	FA.	EA.	-JA	ĒL.	PA.	FA	FA.		TA.	UF.	H.	IJ.
1	CS.0: 0684-01-068 SR 559 06.1 METROPA "A"				_	=	==		$\equiv$											=					=			
	STA :355-00 (M.1		90 59 000 0		122						-56		342						21									
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		3136_	102 59	-	12	600	184	•	195	9	- 94	1093	342	-	2			-1	_1		4	_			1	-12-	90	
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	30.40 MC10098: 48.A: SHEET 221:41:0F 13 MC10098: 48.A: SHEET 221:41:0F 13	1:5	-51	=	=	189		131	116	64		=				-	2	=						=	-	_		
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Ĕl					$\vdash$	STA	1552 41. 1557 41.	70 70		6 10 3 22	16 5 28 8					7 2					3							
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\$[						STA	3162-41 1571-62 1572-41 1577-42 1582-29 3591-64 1596-11 3601-05 3610-56 3610-18 3620-18	57		1 3	14 6	1	$\equiv$			1					_			1	ESTIN	MATED	QUA	NTIT
_ <u>#</u>					<u> </u>	STA SB 8/202-75 8/207-77	54.RMP	5				•				,												
-04-11 -04-05-05-05-05-05-05-05-05-05-05-05-05-05-					촳	1007-77 A 9003-45	BO (RAM	P RENES			2   5  2   7  2   5	2 1	=	-			1	=	$\Rightarrow$		=				1234.089			
32					1	2004.34	41 17-0						<b>3</b>	$\rightarrow$		_	+	-	$\rightarrow$		-1			STATE	Little Co	GRON 362	I. MEL.	J08

### SUMMARY OF ESTIMATED QUANTITIES

BID ITEM DESCRIPTION	SULFATE RESISTANT PRESTR. CONC.		ES "C" CONCRE		REINFORCED CONCRETE SLAS	PRESTRESSED CONCRETE BEAM	TREATMENT	RAILING	RAILING	SEALED EXPANSION JOINT (5")	COMERCTE	TEMPORARY SPECIAL SHORING	CHAIN LINK FENCE	CEM. STAB:.	ALUMINUM SIDNS TYPE "A"
BRIDGE ELEMENT	GIFTRE (12.)	ANT	SOLY	FEOTING	CLASS 'S'	TYPE 1V	CLASS 1	SSTR	5350	H-2	- 819	-			
			-		-	<u> </u>	- 3			- 57	- CT			- 17	
3 - ABUTMOITS	2296	61.6						41		<del></del>				-	
2 - INTERIOR BENTS	1760		190.0	196,4								2160		1	1
1 - 370, 36" PRESTR CONC BEAM UNIT					22222	3452.01	2307	788.7	370.4				740.6	218 218	3 - 20
														7	1
														<u></u>	1
TOYAL	4934		194.6	144.4	ana	3452.01	1347	634.7	370.4	182	371	2160	750.8	2 48F 218	3 3 8

OTract the upper surface of the racding also with Class I Concrete Surface Treatment. Do not tract the Inside foose of the congrete ralls.

### BEARING SEAT ELEVATIONS

BEAM 4 43, 136 43, 290 12.131 42.131 BEAM 6 42. 635 42. 402 NEAM 7 42, 136 42, 065 BEAM 8 BEAM 9 42,036 41.737 41.729 41.390 BEAM 10 41.437 8EAM 3 43.833 43.412 BEAM 4 43, 234 43, 076 8EAM 3 42.174 BEAM 4 42, 426 BEAM 5 42.078 MEAN 6 SEAN 7 MEAN 8 MEAN 9 41.730 41.382 41.033 40,684







Taxos Department of Transportation ESTIMATED QUANTITIES
AND
BEARING SEAT ELEVATIONS PALO ALTO INDUSTRIAL LEAD
RAILROAD OVERPASS
TO ALTON THE ALT

### SUMMARY OF ESTIMATED QUANTITIES

BID ITEM DESCRIPTION	SULFATE RESISTANT PRESTR. CONC.		ASS "C" CONCE		REINFORCED CONCRETE SLAB	PRESTRESSED CONCRETE BEAM	CO CENCRETE SURFACE TREATMENT	RAILING	RAILING	SEALED EXPANSION JOINT (4°)	COLOR TEXTURIZED CONCRETE	TEMPORARY SPECIAL SHORING	STRUCTURAL STEEL ONISCI (SIEM MOUNTS)	ALIMINIM SIGNS .	METAL FOR STRUCTURES	CEMENT STABILIZED BACKFILL
BRIDGE	Lir [80 (10.)	- ANT	HOT .	F007188	CLASS 'S'	THE IV	CLASS	ssm	121	11.1-3	RIPRAP		TYPE 'R'	TYPE "A"	L PA	1
					-	<del>- `</del>	- "				<b>—</b>	<u> </u>	- 48		LI	
2 - ABUTHERTS	2240	100, 4						49								
1 - 270,00" PRESTR CONC BEM UNIT	2990		267, 4	146.4								2160				
1 - Storing Largin Court Series Part 1					21500	2619.70	2340	540	210							
			<del>                                     </del>													
						_							_		<del></del>	~~~
	-350														<del></del>	XXX
TOTAL	4320	199.1	197.4	146.4	21666	2619.70	2340	544	210	156	127	\$180	E36		2356	<b>- 45.7 2</b>

\*\*Department of the roudway also with Class I Concrete Surface Treatment. Do not treat the linelide faces of the concrete rolls.

#### BEARING SEAT ELEVATIONS







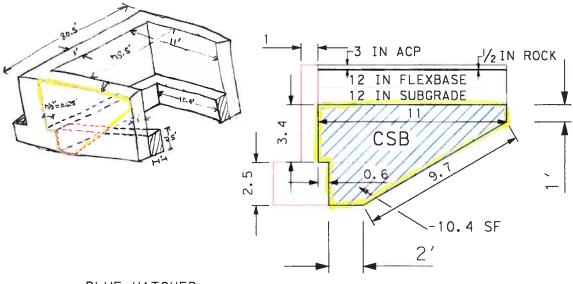
Texas Department of Transportation
ESTIMATED QUANTITIES
AND
BEARING SEAT ELEVATIONS

SH 48 UNDERPASS

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	had?		صورا ب
	(Dist	3022 04	BH 3H 50
	11 11	1	CAME   CONTROL   CONTROL   CAME   C

# SH 550: SH 48 CSB @ BRIDGE ABUTMENTS CSJ: 3622-01-001

REV. 9/25/12



BLUE HATCHED

CAD AREA LENGTH

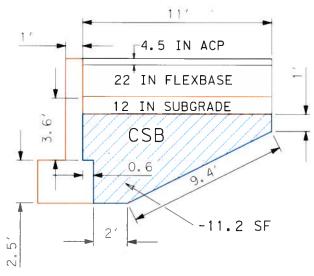
VOL = (42.5 FT°2) (78.5 LF)/27 x 2 ABUTMENTS= 247.1 (CY)

WINGWALL ADJUSTMENT(SH#323) = (10.4 SF)(1')/27 X 4 WINGWALLS = -1.5 CY

TOTAL CSB (FLOWABLE FILL) = 247.7 CY - 1.5 CY = 246.2 CY

SH 550: PALO ALTO OVERPASS CSB @ BRIDGE ABUTMENTS CSJ: 3622-01-001

REV. 12/6/12



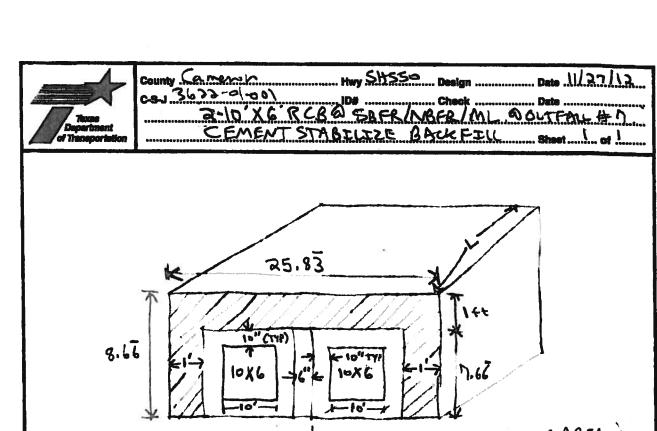
BLUE HATCHED

CAD AREA LENGTH

VOL = (38 FT°2) (58 LF)/27 x 2 ABUTMENTS= 163.3 (CY)

WINGWALL ADJUSTMENT(SH#308-309) = (11.2 SF)(1')/27 X 4 WINGWALLS = -1.7 CY

TOTAL CSB (FLOWABLE FILL) = 163.3 CY - 1.7 CY = 161.6 CY

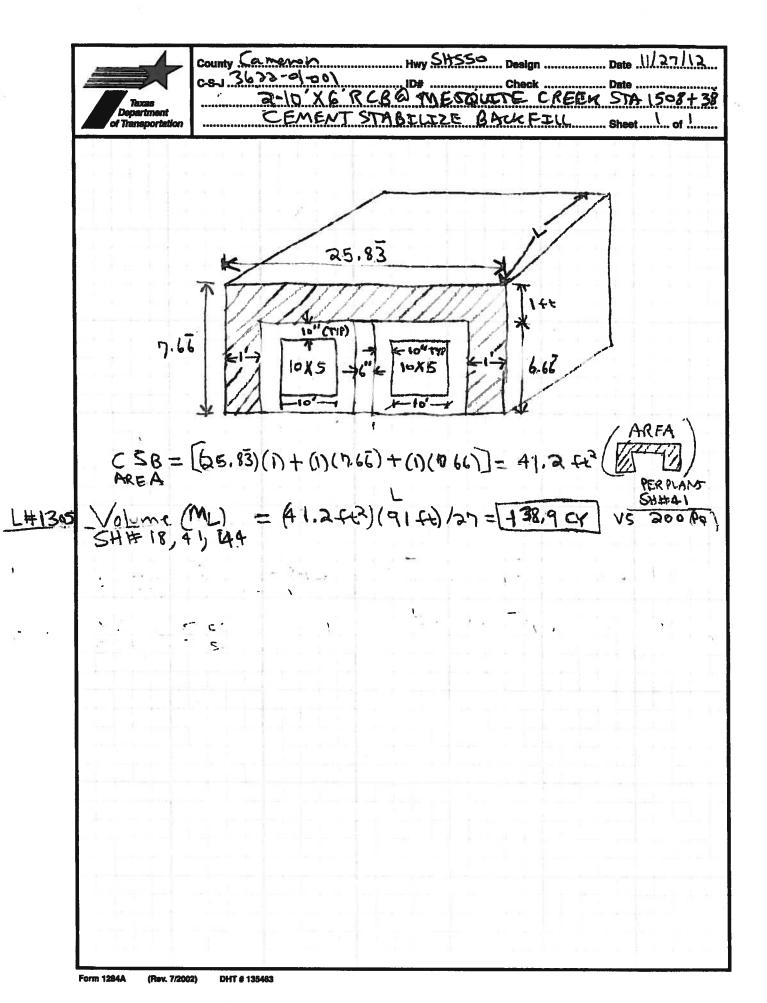


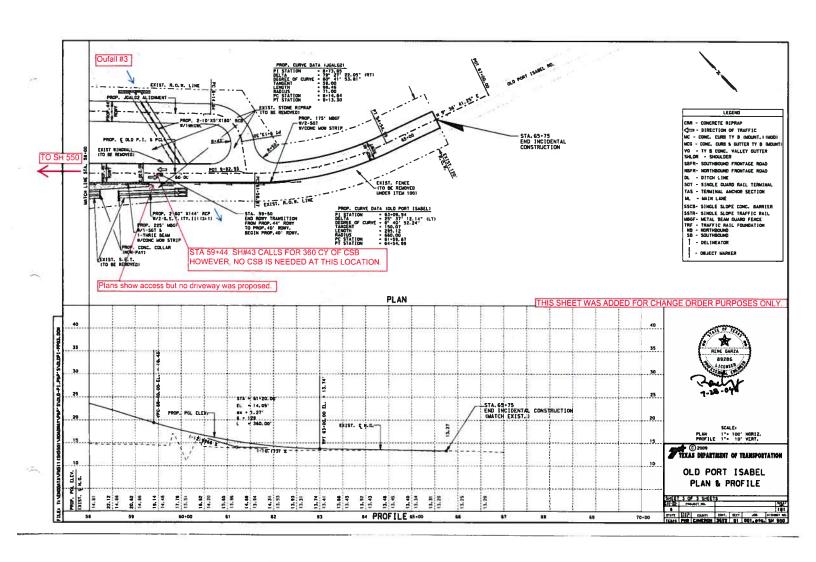
C SB = (25.83)(1)+(1)(8.66)+(1)(8.66)]= 43.2 FR PLAN

L#1265 Volume (SBFR) = (43.25+2)(28+2)/27 = [44.8 CY] VS 174 PO)
STA 3676+22 (SH#262)

L#1180 Volume (NBFR) = (43,2 ft2) (28 ft)/27 = [44.8 CY] V5 174 Pp. STA 25 A+39 (SH#260)

L#1220 Volume (51550 ML) = (43,242)(58 A)/27=[92.8 CY] V5 269/80'
STA 1433+81 (54# 261)





### SAMPLE CEM STAB. BACKFILL CALCULATION FOR PROP RC PIPE EQUALIZERS

### FLOWABLE FILL CALCULATION FOR PIPE

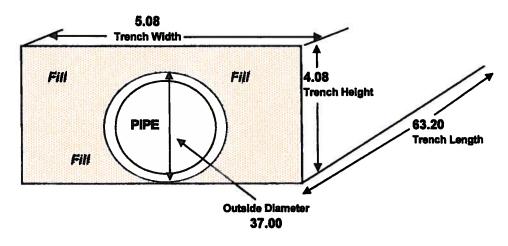
CSJ No.	3622-01-00	11	Location: SH 550 ML EC	UALIZER	
Pipe D	imensions	]		Date:	11/21/12
Thickness	3.50	IN.		Sheet No.	42
Diameter	30.00	IN.	(Enter Inside Dimensions)	Bid Item No.	400-2005
		_		Line No.	0190
Trench Are	a Dimensions			Calculation By:	Α
Width	5.08	FT.		Checked By:	
Height	4.08	FT.		Begin Station:	1486+00
Length	63.20	FT.		End Station:	
		_		Activity Code:	

#### **Additional Comments:**

Lateral located just past of Toll Gantry

	Width		Height		Length		Cubic Feet	
Trench Volume	5.08	X	4.08	X	63.20	=	1,309.91	
O. D. (Inches)	O.D. (Feet)		Radius (Feet)					
Pipe Dim. 37.00 / 12	3.08	/ 2	1.542					
Pie	Radius	l	Radius		Length		Cubic Feet	
Pipe Volume 3.14159 X	1.542	X	1.542	X	63.20	=	471.90	
	Trench Vol.		Pipe Voi.		Cubic Feet			Cubic Yards
Calculated Flowable Fill Area	1,309.91	-	471.90	=	838.01	/ 27	' =	31.0

VS. 36 CY PER PLANS SH #42

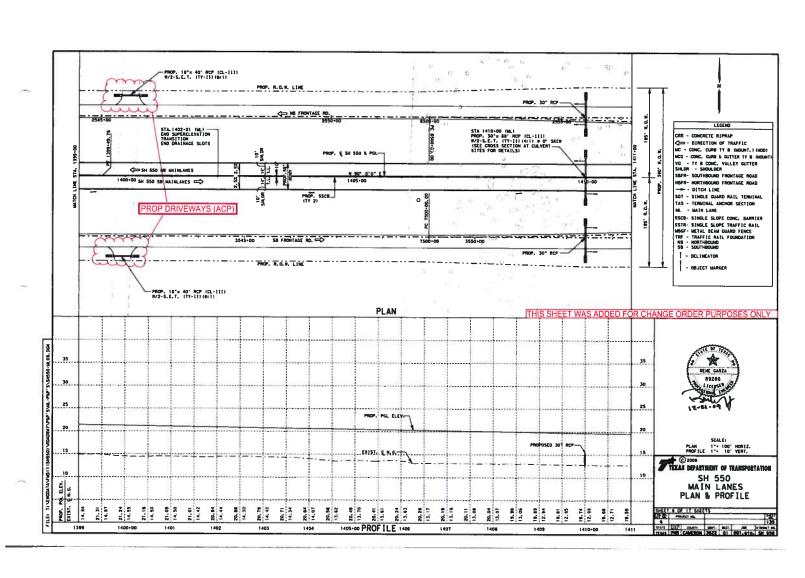


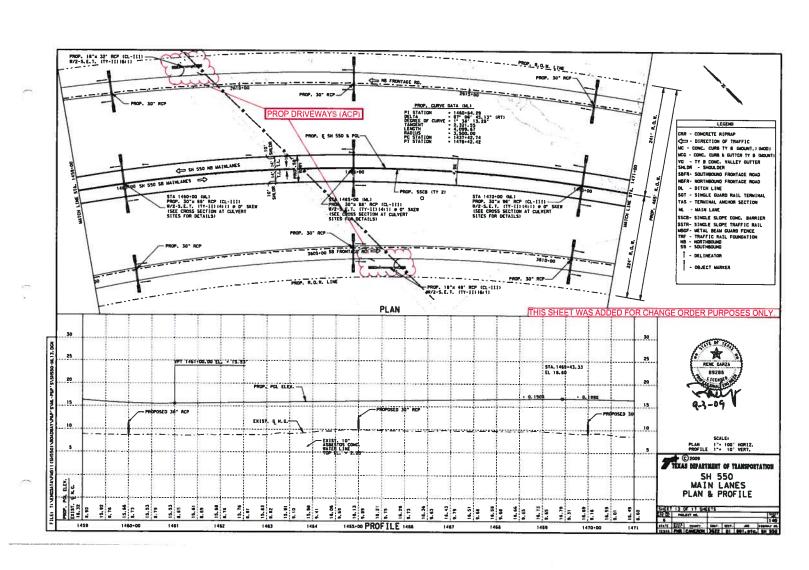
**Drawing Not to Scale** 

### Note as per Item 400.7 (2):

For pipes & culverts 42" or less no materials beyond 12" outside of the projection of the pie or culvert shall be considered. For pipes and culverts greater than 42", no material shall be considered outside 24".

EST.	FINAL	EST	FINAL	EST.	FINAL	EST.	FINAL	EST. 20.000 263.000 263.000 312.000 312.000 30.000	FINAL	502 506 506 506	2009 012 2017 012	ROCK FILTER DAMS (INSTA ROCK FILTER DAMS (REMOVI CONSTRUCTION EXITS (INST	LL) (TY E) TALL) (T	2) L Y 2) II	T =	20.000 263.000 312.000	FINAL
								263,000 263,000 312,000 312,000 30,000		506 506 506	2002 012 2009 012 2017 012	ROCK FILTER DAMS (INSTA ROCK FILTER DAMS (REMOVI CONSTRUCTION EXITS (INST	LL) (TY E) TALL) (T	2) L Y 2) II	F Y	263.000 263.000 312.000	
								263,000 312,000 312,000 30,000		506 506	2009 012 2017 012	ROCK FILTER DAMS (REMOVE CONSTRUCTION EXITS (INS	E) TALL) (T	Y 2) 8	F	263.000 312,000	_
								312.000 312.000 30.000		506	2017 012	CONSTRUCTION EXITS (INS	TALL) (T	Y 2) 8	ïΥ	312,000	
								312,000									
								30,000		Dug I							
												CONSTRUCTION EXITS (REM FRAT END LOADER NORK (E)				312,000	
												BIDDEGRADABLE ENOSION CO				17149.000	
								5140.000				PORT CTB (DES SOURCE) (SI				5140.000	_
								4977.000			2023 002				F	4977,000	
								5140.000		512	2041 002	PORT CTB (REMOVE) (SNGL S	BLP) (TY	2) L	F	5140.000	
								18787.000				PERM CONC TRF BARR (SGL				18787.000	
								408.000				PERM CONC TRF BARR (SGL				408.000	
					<b> </b>			280.000	I			PERM CONC TRF BARR (F-SI			F	280.000	
					<del>  </del>			100.000	-			PERH CONC THE BARR (BLG S	SLP) (TY			100,000	
					<b>—</b>			1625.000	-	528 528	2004	COLORED TEXTURED CONC (S	P1		Y	5082.000 1625.000	
					$\vdash$			1028.000			2012	CONC CURB & GUTTER (TY			F	1028.000	
	1				<del>  </del>			2473.000		629		CONC CURB (TY A) (BARRIE)			F	2473.000	
			$\overline{}$		<del></del>			4757.000			2011	DRIVEWAYS (ACP)			Y	4757.000	
					<del>                                     </del>			7350,000				MTL W-BEAM GO FEN (TIM F	POSTI			7350,000	_
								19.000			2005 018			ε		19.000	_
								19,000		540	2011 015	MTL BEAM OD FEN TRANS (	THRIE-BE	AH) E	A .	19.000	
								100.000			2014 015					100.000	
								1325.000		542		RENOVING NETAL BEAM GUAR			F.	1325.000	
								29.000			2001 001					29.000	
								5.000		545		CRASH CUSH ATTEN (INSTL)		E		5.000	
								4.000		545		CRASH CUSH ATTEN (REMOVE		E		4.000	
					$\vdash$			740.800		550		CHAIN LINK FENCE (INSTAL INS RO IL AM (TY SP) 385		- L		740.800	
					<del>  </del>	$\overline{}$		45.000				INS RO IL AM (TY ST) 401				48.000	
								10.000				INS RO IL AM (TY ST) 501		.4 KN 8 E		10,000	
					<del></del>			28,000				INS RO IL AN (U/P) (TY				28.000	
								4.000				HI MST IL POLE (150 FT)			Ā	4,000	_
	I							4.000		514	2001	. HI HST IL ASM (12-400 MAT	T) (ASYM	(TY A) E	A	4.000	
	-				,			1730.000		618		CONDT (HOPE) (1")		L	F.	1730.000	
								712.000		616		CONDT (HDPE) (2")		L		712.000	
								840.000		818		CONDT (PVC) (SCHO 40) {1			F	840.000	
					<del>  </del>			14051.000		618		CONDT (PVC) (SCHO 40) (				14051.000	
					<del>  </del>			1772.000 275.000		618 :		CONDT (PVC) (SCHO 40) (2 CONDT (PVC) (SCHO 40) (4			F +	1772.000 275.000	
					<del>  </del>			30.000		818		CONDT (PM) (1")	·	- 1		30.000	
					<del></del>			498.000		818		CONDT (AM) (3°)	-	120	F	496.000	
						<del>- 1</del>		70.000				ELEC CONOR (NO. 4) BARE				70.000	
								70.000			2008 001		ATED	L	F	70.000	
								70,000				ELEC CONOR (NO. 6) BARE		L	F	70.000	
								107.000			2010 001	ELEC CONOR (NO. 6) INSUL	ATED	L.	F	107.000	
								15573.000			2011 001	ELEC CONOR (NO. 8) BARE		Ĺ.		15573.000	
								35130,000			2012 001	ELEC CONOR (NO. 8) INSUL			F	35130.000	
								1741.000		621		TRAY CABLE (4 CONOR) (12			F	1741.000	
					<b></b>			50.000		524	5008	GROUND BOX TY A (122311)	W/APROI	N E	<u> </u>	50.000	
					EC	TIMAT	rc	& G	TAAU	TTV	,	SHEET	STATE	COUNT		500 star	
					POSES ON		<u>ت</u> ا	OI U	IVIAUE	T   1	ſ	SHEET	21 21	CAMERON	·	PROJECT NO. 3622-01-001, ETC	-+

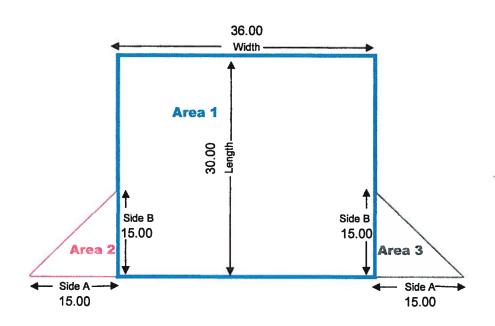




### DRIVEWAY (ACP) CALCULATIONS

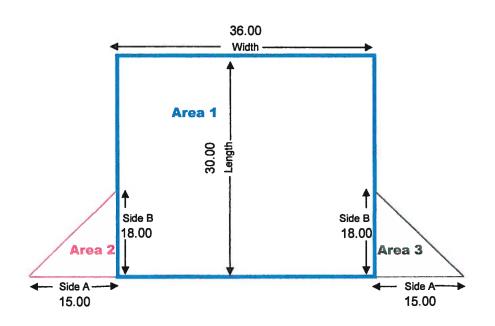
### DRIVEWAY CALCAULATION

CSJ No.	3622	-01-001	Location:	SH 550 NB FRTG. RD.		and the second s
	Width	Length	Square Feet		Date:	11/1/12
Area 1	36.00	30.00	1,080.00	$(W \times L = SF)$	Sheet No.	140
					⇒ia item No.	
	Side A	Side B	Square Feet		Line No.	
Area 2	15.00	15.00	112.50	(Side A x B / 2 = SF)	Calculation By:	
Area 3	15.00	15.00	112.50	(Side A x B / 2 = SF)	Checked By:	
		TOTAL SF	1,305.00		Begin Station:	2545+55
					End Station:	
					Activity Code:	
Additional (	Comments:					-
1,305 SF	. / 9 = 145 5	SYDS.				

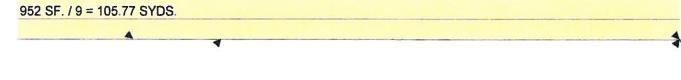


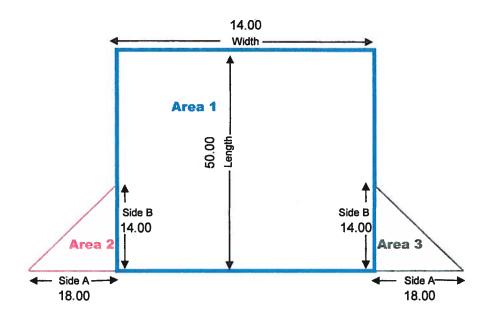
CSJ No.	3622	2-01-001	Location:	SH 550 SB FRTG. RD.	Name Consumer in several streets of the first first feethers.	
	Width	Length	Square Feet		Date:	11/1/12
Area 1	36.00	30.00	1,080.00	$(W \times L = SF)$	Sheet No.	140
				•	Bid Item No.	
	Side A	Side B	Square Feet		Line No.	
Area 2	15.00	18.00	135.00	(Side A x B / 2 = SF)	Calculation By:	
Area 3	15.00	18.00	135.00	(Side A x B / 2 = SF)	Checked By:	
		TOTAL SF	1,350.00		Begin Station:	3542+35
					End Station:	
					Activity Code:	
Additional C	comments:					

1,350 SF. / 9 = 150 SYDS.

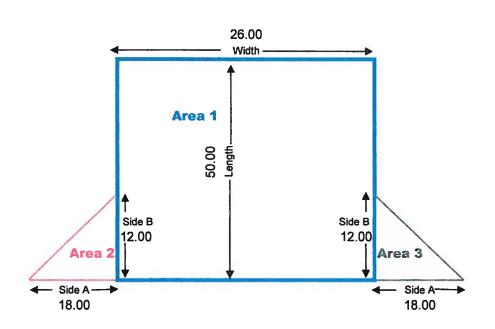


CSJ No.	3622	2-01-001	Location:	SH 550 NB FRTG. RD.	MATTER Finder debutskýchte Mittel Adjudg oper selter   g. van gyppsten g.   u. v. pysjúnský	
	Width	Length	Square Feet		Date:	11/1/12
Area 1	14.00	50.00	700.00	(W x L = SF)	Sheet No.	140
V=					Bid Item No.	
	Side A	Side B	Square Feet		Line No.	
Area 2	18.00	14.00	126.00	(Side A x B / 2 = SF)	Calculation By:	
Area 3	18.00	14.00	126.00	(Side A x B / 2 = SF)	Checked By:	
		TOTAL SF	952.00		Begin Station:	2609+15
					End Station:	
					Activity Code:	
Additional C	Comments:				_	





	Width	Length	Square Feet		Date:	11/1/12
Area 1	26.00	50.00	1,300.00	(WxL=SF)	Sheet No.	140
69		2022/2020 20		i	Bid Item No.	
	Side A	Side B	Square Feet		Line No.	
Area 2	18.00	12.00	108.00	(Side $A \times B / 2 = SF$ )	Calculation By:	
Area 3	18.00	12.00	108.00	(Side $A \times B / 2 = SF$ )	Checked By:	
		TOTAL SF	1,516.00		Begin Station:	3606+53
					End Station:	
					Activity Code:	



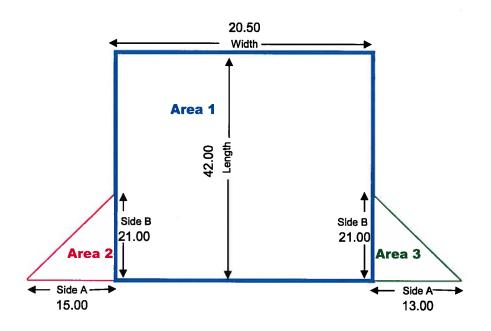
CSJ No.	0684	1-01-066	Location: Old Port Isabel Road between SH 550 & Outfall #3					
	Width	Length	Square Feet		Date:	12/18/12		
Area 1	20.50	42.00	861.00	$(W \times L = SF)$	Sheet No.	181		
			'euc		Bid Item No.	530-2011		
	Side A	Side B	Square Feet		Line No.	1743		
Area 2	15.00	21.00	157.50	(Side A x B / 2 = SF)	Calculation By:			
Area 3	13.00	21.00	136.50	(Side A x B / 2 = SF)	Checked By:			
		TOTAL SF	1,155.00		Begin Station:	59+60 (RT)		
		•		•	End Station:			

Activity Code:

Additional Comments:

Total = 1,155 SF / 9 = 128.3 (SY)

Driveway to be paid under new line #1743 at current bid price on Change Order# 21.



2-E CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO WORK AUTHORIZATION NO. 31 WITH HNTB FOR THE UPRR OLMITO YARD & RIP FACILITY FOR TIME EXTENSION TO FEBRUARY 28, 2013

### **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

General Engineering Consultant Services

## SUPPLEMENTAL WORK AUTHORIZATION NO. 2 WORK AUTHORIZATION NO. 31

UPRR Olmito Yard & RIP Facility - RFI's, Shop Drawings, As-Builts

This Supplemental Work Authorization No. 2 to Work Authorization No. 31 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

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

Mary - Th

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

- Part 2. Payment to the CONSULTANT for the services is not amended with this supplement.
- **Part 3.** This Supplemental Work Authorization No. 2 to Work Authorization No. 31 is effective as of May 31, 2012 and shall extend the termination date from May 31, 2012 to February 28, 2013, unless extended by a Supplemental Work Authorization.
- **Part 4.** This Supplemental Work Authorization No. 2 to Work Authorization No. 31 does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 5. This Supplemental work Authorization No. 2 to Work Authorization No. 31 is hereby accepted and acknowledged below.

CONSULTANT:	AUTHORITY:
HNTB Corporation	Cameron County Regional Mobility Authority
By: M.J. Kity Signature	By:
Richard L. Ridings, P.E. Printed Name	David E. Allex Printed Name
Vice President	Chairman
Title	Title
1/24/13	1-24-13
Date	Date

2-F CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO WORK AUTHORIZATION NO. 38 WITH HNTB FOR THE SH 550 PORT SPUR/FM 1847 PROJECT FOR TIME EXTENSION TO MARCH 29, 2013

### **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

General Engineering Consultant Services

SUPPLEMENTAL WORK AUTHORIZATION NO. 2 WORK AUTHORIZATION NO. 38 SH 550 Port Spur/FM 1847 – RFIs, SHOP DRAWING REVIEW

This Supplemental Work Authorization No. 2 to Work Authorization No. 38 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

- Part 1. No change is made to the responsibilities of the CONSULTANT.
- **Part 2.** This Supplemental Work Authorization No. 2 to Work Authorization No. 38 is effective as of December 31, 2012 and shall extend the termination date from December 31, 2012 to March 29, 2013, unless extended by a Supplemental Work Authorization.
- Part 3. This Supplemental Work Authorization No. 2 to Work Authorization No. 38 does not waive the parties' responsibilities and obligations provided under the Agreement.
- Part 4. This Supplemental Work Authorization No. 2 to Work Authorization No. 38 is hereby accepted and acknowledged below.

CONSULTANT:	AUTHORITY:
HNTB Corporation	Cameron County Regional Mobility Authority
By: Kirk of Hady	By: Janel & Olle Signature
Richard L. Ridings, P.E.	David E. Allex
Printed Name	Printed Name
Vice President	Chairman
Title	Title
1/24/13	1/24/13
Date	Date
Exhibit C- Schedule	

Page 1 of 1

12/18/2012

SWA02 WA38 Attach E.doc

40619

### Supplemental Work Authorization No. 2 to Work Authorization No. 38

### EXHIBIT C WORK SCHEDULE

SH 550 Port Spur/FM 1847 – RFIs, SHOP DRAWING REVIEW

This Supplemental Work Authorization No. 2 to Work Authorization No. 38 is effective as of December 31, 2012 and shall extend the termination date from **December 31**, **2012 to March 29**, **2013**, unless extended by a Supplemental Work Authorization.

3-A APPROVAL OF CLAIMS



## Cameron County Regional Mobility Authority Daily Check Register 01/23/2013

ME OF GUITHESI	OR MERCHANIST AND		FY	2013		Page 1
Check No.	Vendor Name	Fund	Dept.	Purpose	<u>PO#</u>	Amount
00001501	AIM MEDIA TEXAS	110	110 110	NOTICE OF PUBLIC HEARING FOR NOTICE OF PUBLIC HEARING FOR	P185538 P185538	1,575.60 3,115.20
				Check No. 00001501	Total	4,690.80
00001502	AVINA, VERONICA	110	110	CONTRACT SERVICES FROM	P182628	200.00
				Check No. 00001502	Total	200.00
00001503	BANK OF NEW YORK MELLON TRUST	110	000	Reserve for emergencies		44,444.45
				Check No. 00001503	Total	44,444.45
00001504	BETANCOURT,BLANCA	110	110	CONTRACT SERVICES FROM	P182620	1,000.00
				Check No. 00001504	Total	1,000.00
00001505	CCRMA PROJECT FUNDS	110	111	Due To		500,000.00
				Check No. 00001505	Total	500,000.00
00001506	CLE INTERNATIONAL	110	110	EMINENT DOMAIN 12TH ANNUAL	P185782	495.00
				Check No. 00001506	Total	495.00
00001507	DEHOYOS, SYLVIA	110	110	CONTRACT SERVICES FROM	P182843	650.00
				Check No. 00001507	Total	650.00
00001508	ESTRADA HINOJOSA & COMPANY INC	110	110	Fiscal Agent Fees		5,000.00
				Check No. 00001508	Total	5,000.00
00001509	FEDEX	110	110	Postage		11.04
				Check No. 00001509	Total	11.04
00001510	GALARZA,MARTHA	110	110	CONTRACT SERVICES FROM	P182658	1,100.00
			110	Check No. 00001510	Total	1,100.00
00001511	GARCIA,DAVID	110	110	CONTRACT SERVICES FROM	P182624	6,250.00
00001311	GARCIA,DAVID	110	110	D.GA PUBLIC PRIVATE PARTNER 13	F 162024	495.00
			110	P.SE PUBLIC PRIVATE PARTNER 13		495.00
				Check No. 00001511	Total	7,240.00
00001512	HEERSSEN,HARVEY L	110	1116	REVIEW UPDATED APPRAISALS FOR	t P185214	350.00
				Check No. 00001512	Total	350.00
00001513	HNTB CORP	110	1108	SUPPLEMENTAL WORK	P178940	17,322.72
			1111	WORK AUTHORIZATION NO. 42 FOR		7,509.78
			1123 1123	SUPPLEMENTAL WORK WORK AUTHORIZATION NO. 31 FOR	P156390	25,869.49
			1123	WORK AUTHORIZATION NO. 31 FOR	F13/103	934.97



## Cameron County Regional Mobility Authority Daily Check Register 01/23/2013

AMEROT CORS LY REGIOT		Page 2				
Check No.	Vendor Name	<u>Fund</u>	Dept.	Purpose	PO#	Amount
		111	1111	WORK AUTHORIZATION NO. 49 FO	P171413	53,313.23
			1111			
				WORK AUTHORIZATION NO. 42 FO		8,761.41
			1111	WA NO. 64 WITH HNTB FOR SH 32	P181906	5,361.35
			1121	CAMERON COUNTY REGIONAL	P158036	300.07
			1121	CAMERON COUNTY REGIONAL	P158036	38.47
			1126	SUPPLEMENTAL WORK	P180553	11,856.96
			1149	WORK AUTHORIZATION NO. 49 FO		89,112.33
			1155	WA NO. 55 FOR INTERNATIONAL	P174429	23,414.40
				Check No. 00001513	Total	243,795.18
00001514	LOCKE LORD BISSELL AND LIDDELL	110	110	RMA LEGAL SERVICES;		6,991.25
00001314	LOCKE LOND BISSELL AND LIDDELL	110	110		P184340	
				Check No. 00001514	Total	6,991.25
00001515	MONITOR,THE	110	110	CAMERON COUNTY REGIONAL	P184787	1,582.80
				Check No. 00001515	Total	1,582.80
00001516	PENA,JESUS MARTIN	110	110	CONTRACT SERVICES FROM	P182623	200.00
			1.83	Check No. 00001516	Total	200.00
00001517	QUELLHORST,HENDRICK	110	110	CONTRACT SERVICES FROM	P182625	250.00
				Check No. 00001517	Total	250.00
00001518	ROBLES,MARIA A	110	110	CONTRACT SERVICES FROM	P182622	450.00
	<b>,</b>			Check No. 00001518	Total	450.00
00001510	CANADOLES ED ANOIGO	110	***			
00001519	SAN MIGUEL,FRANCISCO	110	110	CONTRACT SERVICES FROM	P182626	300.00
				Check No. 00001519	Total	300.00
00001520	SEPULVEDA,PEDRO	110	110	CONTRACT SERVICES FROM	P182621	6,250.00
				Check No. 00001520	Total	6,250.00
00001521	SULLIVAN PUBLIC AFFAIRS	110	110	GOVERNMENT RELATIONS	P185761	7,500.00
				Check No. 00001521	Total	7,500.00
00001522	TEDSI INFRASTRUCTURE GROUP	111	1144	WA NO. 1 WITH TEDSI INFRASTRUC	P181428	19,998.00
			1144	WA NO. 1 WITH TEDSI INFRASTRUC	P181428	7,577.92
				Check No. 00001522	Total	27,575.92
00001523	TTI-TTF08	110	110	REGISTRATION D.GARZA		225.00
			110	REGISTRATION D.GARCIA		225.00
			110	REGISTRATION P.SEPULVEDA		225.00
			110	REGISTRATION D.ALEX		225.00
				Check No. 00001523	Total	900.00



## Cameron County Regional Mobility Authority Daily Check Register 01/23/2013

FY 2013

Page 3

Check No.

Vendor Name

VEGA, DYLBIA JEFFERIES

Fund Dept. <u>Purpose</u>

110

PO#

**Amount** 

00001524

110 CONTRACT SERVICES FROM P182627

Total

1,100.00 179.00

110

Travel

Check No. 00001524

1,279.00

Print Date: 01/23/2013 Print By: HENDRICK

Total for All Checks:

862,255.44

3-B CONSIDERATION AND ACKNOWLEDGEMENT OF GEC REPORT FOR THE MONTH OF DECEMBER 2012

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 2012.

### **Project Management:**

#### General GEC

- Prepared & submitted CCRMA GEC Invoice for work performed on various Work Authorizations. Updated and submitted November 2012 GEC report.
- On December 10, Richard Ridings, Bobby Balli, Van Short, Jimmy Berry, Greg Garcia and Lucio
  Rivas attended the Special Meeting of the CCRMA Board of Directors. Mr. Ridings presented the
  November GEC Report and assisted the Executive Director with discussing the Development of
  Projects for 2013. Mr. Berry gave an overview of the construction status of the West Rail
  Relocation and Olmito Switch Yard Repair-in-Place Facility projects.
- On December 17, Bobby Balli attended the Special Meeting of the CCRMA Board of Directors.
- On December 20, Richard Ridings (HNTB), Mike Weaver (Prime Strategies), Travis James (TXP) and Brian Cassidy (Locke Lord) attended the Special Meeting of the CCRMA Board of Directors and assisted the Executive Director with discussing the adoption of the modification of Transportation Reinvestment Zone (TRZ) No. 1 and the creation of TRZ No. 2.
- Richard Ridings, Van Short and Bobby Balli assisted CCRMA Board Members and staff at the monthly Texas Transportation Commission Meetings in Austin, Texas.
- HNTB continues to attend numerous meetings and correspond with RMA staff and others to support the RMA's efforts.

### FM 509 Project (Work Authorization No. 5)

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

HNTB completed the preliminary development of the Outer Parkway. This project would
provide a greater economic benefit to the area and establish a corridor along similar alignment yet
would continue along the North side of Cameron County connecting to FM 106/General Brant

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

• No activity on this Work Authorization during this past reporting period.

### West Parkway Project:

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

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

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

- This project is on hold and HNTB has no ongoing activities on this project at this time.
- No activity on this Work Authorization during this past reporting period.

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

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

- The Bridge project is reported to be 100% complete with the completion of the center span while the rail and switchyard relocation project is reported to be 70% complete. Dr. de las Fuentes continues to attend meetings with SCT and project representatives to assure expedited completion of the project.
- Dr. de las Fuentes continues to assist the ROW acquisition process by facilitating meetings with the agencies involved and the property owners in question. Acquisition is nearing completion.
- Dr. de las Fuentes met with the National Water Commission to assure that the current permits
  continue through the 2013 year and for extension of time to allow the completion of the project.
  The CAN (Commission Nacional de Aguas) requested that the SCT provide a Letter to the CNA
  once the project was complete. Dr. de las Fuentes will work towards obtaining such letter
- Meetings to coordinate operations and management of the facility have continued and will continue into 2013 with the facilitation provided by Dr. de las Fuentes. Dr. de las Fuentes is also coordinating the installation of the required International Boundary Plaques.
- The 57<sup>th</sup> meeting of the West Rail Technical Review Group was held on December 14, 2012.

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

Originally this Work Authorization provided support to the Authority and its Legal and Financial Advisors in the development of a Project Development Agreement (PDA) between the Authority and TxDOT concerning the development of the SH 550, West Parkway, and US 77 Improvements projects. In 2010, this Work Authorization was used to issue a Request for Qualifications (RFQ) to Develop, Design, Construct,

<u>Finance and Possibly Operate and Maintain SH 550 Project and Provide Pre-Development Services for an Additional Five Toll Projects Through a Comprehensive Development Agreement.</u>

- No activity in December.
- According to the CDA legislation, environmental clearance must be obtained for South Padre Island Second Access and Outer Parkway by August 31, 2013.

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

This Work Authorization provides engineering and environmental services associated with the development and advancement of the NEPA process for the proposed South Padre Island (SPI) 2nd Access Project in Cameron County, Texas. The proposed Project will provide 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. The tasks associated with the Project will include the development of the necessary environmental documentation, corridor alternatives assessments, and related public involvement activities. This Work Authorization continues the environmental and corridor alternatives assessment tasks necessary to advance the project to a selection of a Recommended Preferred Alternative and ultimately to a Record of Decision (ROD). After the selection of a Preferred Alternative a supplement for schematic design and the FEIS will be required.

- Completed Chapter 2 revisions (additional alternatives analysis and indirect/cumulative impact
  analysis) to address resource regulatory agency comments and submitted to TxDOT Pharr
  District for review and comment.
- Updated Project Coordination Plan.
- HNTB continues to provide assistance and information to CCRMA Board and staff, members of the general public and stakeholders.

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

This Work Authorization provides for the production of Plans, Specifications, and Estimates for the construction of addition rail and repair facilities in the Olmito Switchyard. Rail and grading plans were prepared. The repair facilities (RIP) are included in a second set of construction plans.

- The yard PS&E's are complete. The construction of the Repair in Place facility is in progress.
- Design was performed to bring water and sanitary service to the Repair in Place building. This
  change order was submitted to TxDOT for their review and comment and was approved. BPUB
  provided comments to the water line plans, the comments addressed in the plans and resubmitted
  to BPUB.
- BPUB has approved the water line plans.

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

This Work Authorization provides engineering services for the preparation of plans, specifications and estimates (PS&E) for the construction of SH 550 tolled main lanes between existing frontage road lanes from US 77/83 to 0.5 mile north of FM 3248. Also, a separate PS&E package was prepared for the SH 550 Pass-Through project from U.S. 77/83 to just south of Old Alice Road.

• Cameron County is responsible for the utility agreements.

#### 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.

- At a meeting between USFWS and TxDOT on August 6, 2012, USFWS requested that various sizes and locations of wildlife crossings be incorporated into the project.
- Updates to the Categorical Exclusion have been made to address TxDOT ENV comments.
- HNTB revised the General Brant roadway vertical profile and developed construction costs for the wildlife crossing structures. The size and location of the wildlife crossing structures were furnished by TxDOT and requested by USFWS.
- TxDOT Pharr District met with the USFWS on December 10, 2012 to finalize the locations and sizes of the wildlife crossings. HNTB is ready to complete the Categorical Exclusion upon TxDOT and USFWS finalizing the locations and sizes of the wildlife crossings.

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

This work authorization provides construction phase and 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. Also, HNTB will provide a records keeping process through the use of DashPort.

• HNTB is responding to RFIs and submittals as needed.

#### 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 contractor has completed construction of the railroad bridge.
- The building subcontractor has completed the building construction effort.
- The railroad track subcontractor has moved off of the project pending relocation of the TransMontaigne gas line crossings. TransMontaigne has scheduled work to begin in January on their pipelines. Transmontaigne's schedule has been shared with McCarthy.
- The contractor has provided a change order for adjustment of means/methods for construction of the track and ballast.
- Completed semi-annual monitoring visit to mitigation site and submitted status report to the U.S. Army Corps of Engineers.

#### 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.
- A Phase II scope and fee has been submitted to CCRMA. During Phase II, a right-of-way

footprint will be established, property owners in the immediate vicinity of the project will be notified and afforded an opportunity to provide feedback, MPO coordination will be initiated and environmental studies will be performed. Phase III will include environmental permitting and agency coordination.

• The environmental clearance is required to be obtained by August 31, 2013 to meet the requirements of the CDA legislation. Phase II needs to begin immediately in order to meet this deadline.

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

This "ork 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 As-Built construction drawings. Also, records keeping will be provided through the use of DashPort.

• HNTB is responding to RFIs and shop drawings from the contractor as needed.

#### SH 32 EA (Work Authorization No. 42)

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

See comments on Work Authorization No. 49.

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.

- Contractor has completed all track work.
- The change order items for the sewer, water and communications is under way.
- PUB has approved utility plans.

#### SH 32 GEC (Work Authorization No. 49)

This work authorization provides professional services for oversight, guidance, agency coordination, and issue resolution, necessary to expedite the development of two SH 32 projects. 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):

- HNTB continued addressing TxDOT review comment on the Schematic.
- HNTB reviewed the Geotech Report and provided review comments to TEI.
- HNTB resubmitted the BA to TxDOT on December 12 that addressed TxDOT's November 30 review comments.
- The Environmental Assessment addressing TxDOT's review comments was submitted to TxDOT Pharr District on January 2, 2013.

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

- S&B submitted the Drainage to HNTB. HNTB reviewing.
- HNTB submitted the Biological Assessment to TxDOT Pharr District on December 27 that addressed TxDOT's review comments.
- HNTB and S&B are addressing TxDOT's review comments on the Schematic.
- HNTB submitted the Environmental Assessment to TxDOT on November 13.
- Continued bi-weekly coordination conference calls with TxDOT and CCRMA regarding SH 32-West and SH 32-East.

#### Bi-National Plan (Work Authorization No. 55)

This Work Authorization provides services and deliverables to create a Master Plan to implement the Intermodal Integration of the Border Infrastructure of Matamoros, Tamaulipas, Cameron County and its financing.

- Continued completion of Draft Submittal and submittal of Draft deliverables.
- The 18<sup>th</sup> Technical Meeting between the agencies responsible for cooperating on the Bi-National Plan took place on November 21<sup>st</sup> and the 19<sup>th</sup> meeting took place on December 5<sup>th</sup>.
- The point of discussion centered around the planning and coordination of the facility on the West side of Matamoros (Highway 2) and the interchange/overpass at the new West rail crossing.

#### SH 32 East Wildlife Crossing Negotiation (Work Authorization No. 64)

This Work Authorization provides services and deliverables to negotiate the details with the U.S. Fish & Wildlife Service (USFWS) for the proposed wildlife crossing on the SH 32 East project.

• On October 5, HNTB, Alan Glen with Sedgwick Law firm, and TxDOT met with the USFWS in Corpus Christi to discuss the wildlife crossing at the resaca. The result of the meeting was for CCRMA to furnish a 5' x 5' box culvert for the crossing.

#### TIFIA Letter of Interest (Work Authorization No. 66)

This Work Authorization provides services to review and coordinate the Letter of Interest (LOI) developed by CCRMA to apply for federal credit assistance through the Transportation Infrastructure and Innovation Act (TIFIA).

- Submitted the final LOI to the TIFIA Credit Office on November 12, 2012.
- Waiting on response from TIFIA Credit Office.

### Transportation Reinvestment Zone (TRZ) No. 1 Amendment & TRZ No. 2 (Work Authorization No. 67)

This Work Authorization provides services and deliverables to amend the existing TRZ No. 1 and create a new TRZ No. 2.

- Assisted the CCRMA Executive Director with the presentation for the December 20 TRZ Adoption Meeting.
- Attended the December 20 TRZ Adoption Meeting at Cameron County Commissioners Court.
- On December 20, 2012 the Cameron County Commissioners Court adopted the modifications to TRZ No. 1 and adopted the creation of TRZ No. 2.

#### **Consultant Management:**

• Continued coordination with subconsultants.

#### **Agency Coordination:**

 Conducted ongoing discussions with CCRMA staff and TxDOT staff and subconsultants for preparation of SPI 2<sup>nd</sup> Access project, SH 550, Olmito Switch Yard Repair-In-Place Facility construction project, West Rail construction project, SH 32 East Loop EAs, TIFIA Letter of Interest and amendment of TRZ No. 1 and creation of TRZ No. 2.

Best regards,

Richard L. Ridings, P.E.

las J. Riliza, P.E.

Vice President

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



Project	FM 509				
Work Authorization	5 Route Studies and En	vironmental	WA Cos	t: \$	656,210.00
Supplemental	1 ICI Analysis		SA Cos	t: \$	40,358.00
Supplemental	2 Development of Reason	nable Alternatives			10,826.00
			Total Cos		707,394.00
Cameron County, from travel separated by a c Interchanges or grade and sufficient to accome could include bicycle at Scope: Develop Route Deliverables: Drawing Document required for Environmental	US 77 to the intersection with enter median. Dependent upo separations would be construct modate future transportation and pedestrian facilities, general and Environmental Studies for g of the Conceptual Corridor Alfobtaining a Finding of No Sign	FM 508. the propin traffic projections and at major thorouseds; however, and purpose lanes, to the Cameron Conternatives. Line Discourage of the Cameron Conternatives.	east areas of the City of Harlingen to osed facility would consist of a four- s, an interim facility with fewer lane- ghfares. As proposed, the right-of- y future improvements would be su- uck lanes or some combination of the unty Regional Mobility Authority. ingrammatic Schematic Drawings. NSI)	hat would constructure. I have roadway with a may initially be convey would be 300 bject to environmenese modes.	directions of onstructed. -feet wide (usua intal review. Thi
Status:	Project On-Hold				
Recent Activity:	None				
Upcoming Activity:	on hold	7/ 0/2/07			
Outstanding Issues:	on hold				
Design Status: Compl	ete	a treperiation nave	CONTRACTOR TO SERVICE	e Salay Storie Mari	
	Task		Status	Date of Antipated Completion	% Complete
FM 509 Data Assembly			Complete	Complete	100%
FM 509 Route Alternat			Complete	Complete	100%
FM 509 Development of			Complete	Complete	100%
FM 509 Evaluation and	l Viable Alter.		Complete	Complete	100%
Notice to Proceed			Complete	Complete	100%
Data Collection			Complete	Complete	100%
Need and Purpose			Complete	Complete	100%
Alternatives Analysis			Complete	Complete	100%
Field Investigations			Complete	Complete	100%
Resource Agency Mtgs	i.		Ongoing	Complete	50%
Constraints map			Complete	Complete	100%
Social/Economic Invest	tigations		Complete	Complete	100%
Natural Environment In	vestigations		Complete	Complete	100%
Cultural Resources			Complete	TBD	95%
Report Preparation			on hold	TBD	95%
Public Involvement			on hold	TBD	60%
Supp 1: Envir. Assess	· · · · · · · · · · · · · · · · · · ·		Complete	Complete	100%
Supp 1: Indirect Impac			Complete	Complete	100%
Supp 1: Cumulative In	•		Complete	Complete	100%
Supp 1: Surveying/Ma			Complete	Complete	100%
Supp 1: Light Detectio			Complete	Complete	100%
Supp 2: Deve. Reason	nable Alternatives		Complete	Complete	100%
WA Amount: Billed To Date: Paid To Date: Unpaid Balance:	\$ 686,172.18 \$ 686,172.18	Outstanding Invoice Number	Days Old	Invoice	Amount
Funding Source:	Cameron County				
		178 - 776	Tota	l: \$	E03/2

HNTB

Project		West Parkway		-		
Work Authorization	7	Route Studies and En	vironmental	WA Cost:	s	1,471,763.00
Supplemental	1	Public Involvement an	d ENV	SA Cost:	\$	98,862.00
Supplemental	4	Route and Environme	ntal Studies	SA Cost:	\$	378,427.00
				Total Cost:	\$	1,949,052.00
connections at strategic l alignment falls within or i donate the right-of-way to	ocation n the vio	s and grade separation cinity of the existing Uni cunty for the project.	structures for several c on Pacific Railroad righ	controlled access expressway rossing streets in Brownsville, t-of-way. Negotiations are und	The majority of	he project
				egional Mobility Authority	10.00	
Summary of preliminary of requirements onto conce	concept ptual la	tual design criteria. Ove youts. Final Traffic Tec	rlay of identified major chnical Memorandum.	nty Regional Mobility Authority utilities onto conceptual layout Draft and Final Intermediate Lifer obtaining a Finding of No	ts. Overlay of cor evel (Level 2) Tol	nceptual ROW I Feasibility
Environmental	H. H.	May be new process.	Project Activity		Sales of the	
Status;	On Hol	d				
Recent Activity:	MPO v	oted to remove project f	rom MTP.			
Upcoming Activity:	Update	Historic Survey; respon	id to TxDOT-OGC com	ments		
Outstanding issues:		review; public hearing. CRMA approval to perf		ument is on hold until historica arch.	al site research is	performed.
Design					1000	
	On Hole		od drewnigs addressin	g Public meeting comments		
Upcoming Activity:	On Hole	- d		*** ***		
			E	ad to the MDO Materialities T		
Outstanding issues:	in orde	r for the project to move	torward it must be add	ed to the MPO Metropolitan Ta	ransportation Pla	n.
	Project	On Hold				
Recent Activity:	Project	On Hold				
Upcoming Activity:	Revise	Microsimulation based	on new schematic			
Outstanding Issues:	3d anin	nation is recommended	- need supplement for	this effort		
					Date of	
		Task		Status	Anticipated Completion	% Complete
Conceptual Design				Complete	Complete	100%
Intermediate-level (level :		easibility		Draft Level 2 TFS complete		80%
nnovative Financing Sup Fraffic Analysis and Micn	<u> </u>	tion		Ongoing	TBD	20%
Geometric Schematic	Jantidia	uon .		On hold	TBD	80%
Environmental Assessme	ent Rep	ort		Assessing revisions	TBD TBD	88% 89%
West Loop Public Involve				Ongoing Awaiting Public Hearing	TBD	70%
Surveying and Aerial Ma	pping			Complete	Complete	100%
Surveying				Complete	Complete	100%
Aerial Mapping			-	Complete	Complete	100%
Right of Entry				Complete	Complete	100%
Supp 1: Inter.Level Toll (	Feasibil	ity Study	2	Complete	Complete	100%
Supp 1: Environmental A		nent	511585	Assessing revisions	TBD	89%
Supp 1: Public Involvem	ent			Complete	Complete	100%
WA Amount:	\$	1,949,052.00	Outstanding Invoice Number	Days Old	invoice	Amount
Billed To Date:		1,886,251.13			1110000	
Paid To Date:		1,857,812.49				
Unpaid Balance:	\$	77.11.50	82-40619-PL-007	144	S	28,438.64
					ASSESS OF THE PARTY OF THE PART	
				mile the		
Funding Source:	TxDC	T Toll Equity Funding				
					-	
	7		entra e			27.
				0.1100	***	
				Total:	\$	28,438.64

HNTB

Project		West Rail Relocation	_	
Work Authorization	8	International Advisor Services	WA Cost:	\$ 186,579.00
Supplemental	1	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	6	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:	\$ 67,914.00
Supplemental	9	International Advisor Services	SA Cost:	\$ 69,054.00
Supplemental	10	International Advisor Services	_ SA Cost:	\$ 69,504.00
			Total Cost:	\$ 866,136.00

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

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

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

		Project Activity		* *	
International Advisory	Services				
A STATE OF THE PARTY OF THE PAR	Ongoing				
Recent Activity:	Detailed report available				
Upcoming Activity:	- 34W L-3. V				V
Outstanding Issues:				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Design					
Status:	24-11 11 1-24	3 11 3 CO 10			- Carlower
Recent Activity:					
Upcoming Activity:	118277				
Outstanding Issues:		7.00			
Other: Project Adminis Status:	tration				The same of the same
			/////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////////		
Recent Activity:					
Upcoming Activity:					
Outstanding Issues:			- 1 - 3 D - 3		
	Task		Status	Date Anticipated Completion	% Complete
International Services			Ongoing	12-31-12	100%
WA Amount	\$ 866,136.00	Outstanding Invoice Number	Days Old	Învolce	Amount
Billed To Date:		86-40619-PL-008	24	\$	17,322.72
Paid To Date:					
Unpaid Balance:				m M	
Funding Source:	Cameron County	17 32-14			



Project		PDA Coordination and N	legotiation Support			
Work Authorization	13			WA Cost:	\$	790,903.00
Supplemental		¥				
Supplemental	Ħ					
- Соррания					\$	
Description: This Wes	rk Austhan	ization provides support	to the Authority and ite	Legal and Financial Advisors in the		
Development Agreeme Improvements projects Scope: Support the C	ent (PDA s. Also in CRMA ir	) between the Authority a cludes support services n negotiations with TxDO	and TxDOT concerning for the procurement of T and ZAI/ACS, and as	the development of the Port Spur, a concession design-build develop	West Loop, and per	US 77 <sup>°</sup>
				t of a design-build concessionaire ork includes the procurement of a	concession CDA	developer which
CDA Procurement	472-073-07-		Project Activ	rity		
Status:	No activ	itv.	A all hands are		100000000000000000000000000000000000000	the state of the s
Recent Activity:			550 A-45			MC-0
			***************************************			
Upcoming Activity:	CDA act	tivity on hold.				
Outstanding Issues:						
	- 15 Divi					
					600 60000	
		34/5				
		#	- initial			
					Date of Anticipated	
Design Revlew	OH-G-	Task	25.05200000	Status	Completion	% Complete
Specification Review			0-9	Initiated		10%
CDA Requirements/Te	rms/Risk	Assessment		Initiated		1%
CDA Procurement	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	- recooning the		Initiated Initiated		29% 70%
		1000-00		muated	WA KARWA	70%
Draft Technical Requir	ements/0	Obligations		Initiated		25%
Draft Operations/Tollin	g Obligat	tions		Started PDA		10%
Draft Reporting/Mainte	nance O	bligations		Started PDA		10%
Final Reviews, Recom	mendatio	ons, and Presentations		Not Started		0%
			Outstanding invoice	A due to		7 (5.25)
WA Amount:		790,903.00	Number	Days Old	Invoice	Amount
Billed To Date: Paid To Date:		630,798.83 630,798.83				300
Unpaid Balance:		630,736.63				1881E
Oripula Dalarico.	_					- 10
			50.23	12	S	
		0.0000				-X
Funding Source:				* 7	5 5 381 302	-200
					a liegowi	
					1000000	
				Total:	<u> </u>	

	M	_	- 6
т	N.		•

Project		South Padre Island Ph	ase 3A		<b>-</b> 0.	
Work Authorization	17			WA Cos	t:_\$	2,965,831.00
Supplemental	2	Affected Env & Env Co	onsequences	SA Cos	t: \$	165,885.00
Supplemental	3	Affected Env & Env Co	onsequences	SA Cos	t: \$	415,622.00
Supplemental	॒	Affected Env & Env Co	onsequences	SA Cos	t: \$	109,870.00
				Total Cos	t: S	3,657,208,00
the NEPA process for to important congestion real alternative evacuation include the developmentations.	the propelief for route front of the	posed South Padre Islan the Queen Isabella Mer om the island in times of e necessary environmen	d (SPI) 2nd Access Pr norial Causeway. The f disaster, hurricanes, atal documentation, con	tal services associated with the or oject in Cameron County, Texas proposed SPI 2nd Access Proje and other emergencies. The tast ridor alternatives assessments, a	. The proposed Process of the control of the contro	oject will provide s a critical the Project will
Scope: Prepare prelin	ninary e	engineering, DEIS, Publi	c Hearing, and FEIS			
project to a selection of	f a Rec		ternative and ultimatel	nd corridor alternatives assessm y to a Record of Decision (ROD).		
			Project Act	ivity		
Environmental Status:	Chante	r 2 revisions completed	and are being reviewe	d by TxDOT Pharr District.		and the same of
Recent Activity	Comple	eted Chapter 2 revisions	(additional alternative	s analysis and indirect/cumulative to TxDOT . Also updated the Pro		
		Chapter 2 to address Ti WA. Submit Project Cod		mments. Submit Chapter 2 to Tx OT.	DOT Environment	al Affairs Division
Outstanding Issues:	None					
Design	Victoria.	AS AS AS TO THE PARTY OF THE PA	27 1 19 19			
Status:	Comple	ete				
Recent Activity:	Suppor	t TxDOT ENV in respon	ding to comments.			
				e coordination with Environme	ental.	
Outstanding Issues: Economic Study	Obtain	approval of schematic s	cope and fee.			
	Comple	eted draft economic stud	ly submitted in Decem	ber 2009.		
Recent Activity:	Coordii	nate with DEIS.				
Upcoming Activity:	Will rec	uire updates for the FE	S (Separate WA)			
Outstanding Issues:				040000		
		Task		Status	Date of Anticipated Completion	% Complete
Data Collection/Existing	-	•		Complete		100%
reliminary Engineerin				On-going		98%
		Plan) Development (SV	VA)	NA NA	NA NA	NA NA
Value Engineering Par Traffic Volume Develor		on 		NA NA	NA NA	NA NA
nnovative Financing S				NA NA	NA NA	NA.
Fraffic Operational Ana				NA NA	NA NA	NA NA
Economic Study	,		-	NA CI-I-I	NA NA	NA 4000/
Draft Environmental In	npact Si	tatement		Complete	+	100%
		vironmental Consequent	ces	On-going	+	96%
Public Involvement				On-going	1	100%
Field Surveying (SWA)	`			Public Hearing	1	90%
WA Amount:	s	3,657,208.00	Outstanding Invoice Number	NA Days Old	NA Implica	Amount
Billed To Date:			81R-40619-PL-017	125	111111111111111111111111111111111111111	\$ 13,507.72
Paid To Date:			85-40619-PL-017	52	5	17,728.20
Unpeid Balance:	\$	51,964.47	86-40619-PL-017	24	s	20,728.55
Funding Source:						
					1	
A STATE OF THE PARTY OF THE PAR						
	-					
10 mary 20 1-20		-			1	-
				198	+	1917 1.1
				Tota	nl: \$	51,964.47



Project	Olmito Switchyard PS&E		_		
Work Authorization	23 Olmito Track and Grading PS&E		_ WA Cost:	\$	145,519.00
Supplemental	1 Olmito RIP and Lighting PS	8&E	SA Cost:	\$	183,763.00
Supplemental	2 Olmito Bid Documents & Ad		SA Cost:	•	41,632.00
Supplemental	3 Permits & Off-site Utility Ac		SA Cost:		60,035.00
••		Cess	<del>-</del>		00,033.00
Supplemental	4 Expansion RIP Facility		_ SA Cost:		72,458.00
			Total Cost:	\$	503,407.00
Expansion and RIP factor Olmito.  Scope: Design and p	rk Authorization is to provide plans, scility. The construction of these additional reparation of PS&E for the Olmito Yasurding sequencing. SWRPR bid poor	tional tracks will alleard expansion, not i	ow the UPRR to relocate their curre including the repair-in-place (RIP) fa	ent yard operation	s from Harlingen  This includes
track, drainage, constr includes the RIP facilit	ruction sequencing, SWPPP, bid pac tv and Lighting PS&E.	kage, specification	s, quantities, construction estimate,	and schedule. a	uppiement
	Switchyard PS&E package, including	mylar sheets, bid r	package, estimate, and construction	schedule.	
		Project Act			
Olmito Switchyard PS					The state of the s
THE RESERVE OF THE PARTY OF	Complete.				
Recent Activity:	Complete.				
Upcoming Activity:	None.	1036			
Outstanding issues:	Awaiting approval for SWA#6 to WA	#23. Construction	of waterline to RIP Facility Building		
	Task		Status	Anticipated Completion	% Complete
Olmito Switchyard P			THE RESERVE OF THE PROPERTY OF THE PARTY.		/5 <b>4</b> 51.1 <b>5</b> 1.5
	nty, UPRR, and TxDOT		Complete	Complete	100%
Coordination of Field S	Survey		Complete	Complete	100%
Project Control Plans		- 2000.	Complete	Complete	100%
Railroad Track Plans and Profiles			Complete	Complete	100%
Construction Sequenc	ing		Complete	Complete	100%
Drainage Plans and P	rofiles	11111 1120	Complete	Complete	100%
SWPPP	- 80		Complete	Complete	100%
Bld Package, Specifica	ations, Quantities, and Estimates		Complete	Complete	100%
	nd Requests for Information				100%
Field Surveys		10:-30	Complete	Complete	
	PEA TERESTANDE PARTITION & STOCKING SE		Complete	Complete	100%
Olmito RIP PS&E	4 41000	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Address of the state of the sta	Ser Addingun	
Coordination with Cou			Complete	Complete	100%
Coordination of Geote	chnical Borings		Complete	Complete	100%
Project Control Plans			Complete	Complete	100%
Railroad Track Plans a			Complete	Complete	100%
Construction Sequence Drainage Plans and Programmer Pro			Complete	Complete	100%
	romes		Complete	Complete	100%
SWPPP			Complete	Complete	100%
	Crew Modular Building, and Structura		Complete	Complete	100%
RIP Facility and Crew	Modular Mechanical and Plumbing P	lans	Complete	Complete	100%
Power and Lighting Pla	ans		Complete	Complete	100%
Bid Package, Specifica	ations, Quantities, and Estimates		Complete	Complete	100%
Pre-bid Conference an	nd Requests for Information		Ongoing	Complete	100%
Geotechnical Studies			Complete	Complete	100%
Field Surveys (Olmito			Complete	Complete	100%
Field Surveys (UPRR/	RVSC Harlingen Yard)		N/A County Surveyor to handle	N/A	N/A
WA Amount:	\$ 503,407.00	Outstanding Invoice Number	Days Old		Amount
Billed To Date:	\$ 477,537.51				
Paid To Date:	\$ 477,537.51				
Unpaid Balance:					
E PRINCES INTO A TOTAL			+		
Franklink Parissau	272.2.2.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.		+		
Funding Source:		2.000	Total:	\$	

HNTB

Project	SH 550 PS&E				
Work Authorization	24 PS&E Phase 1		WA Cost:	\$	39,243.00
Supplemental	1 PS&E		SA Cost:		4,941,150.00
Supplemental	2 SWA#02		SA Cost:		185,418.00
Supplemental	3 SWA#03		SA Cost:		39,998.00
			Total Cost:	\$	5,205,809.00
<b>Description:</b> This Wo SH 550	rk Authorization provides engine	ering services associated w	ith the development of plans, spe	cifications, and e	stimates for the
SH 220					
Scope: This Work Au	thorization provides engineering	services associated with th	e development of plans, specifica	tions, and estima	ates for the SH
			ign, specifications, and estimates		
Deliverable: Phase 1	· general exhibit of limits of desi	on typical section prelimiar	ry cost estimate, determination o	Geotechnical ne	ande Phaen 2
	Final Plans, Specifications, and		iry cost estimate, determination o	Geoleci IIIcai III	seus i liase 2.
		Project Activity	J		
Design	The state of the s	T Toject Acavity			ST. ST. ST. ST. ST.
	Bid bond issue with contractor i	s ongoing.			
	Reviewed Contractor's bid bond	d.			
Recent Activity:					
	Continue review of Contractor's	hid hand if necessary			0.21.5-9.11
Upcoming Activity:	Contained to view of Contactor a	bid bolla, il licocoodily.			
		1000			
Outstanding Issues:	Cameron County Is responsible	for utility agreements.			
102				Anticipated	
Doelan	Task		Status	Completion	% Complete
Design Phase 1 effort		DMS CONSULTED BY THE	Complete		100%
General Administration	0	<u> </u>	Complete In Progress	7/1/2011	100%
survey	*****		Complete	3/1/2011	100%
Geotechnical Studies	1 12	1000	Complete	3/1/2011	100%
30% plans			Complete	12/2/2010	100%
60% plans			Complete	2/3/2011	100%
90% plans	#W.	<del></del>	Complete	4/7/2011	100%
				4///2011	100%
lettina documents	1	15 800-		0/00/0044	4000/
letting documents SH 550 Bidding Service	:es		Submitted to TxDOT	9/30/2011	100%
letting documents SH 550 Bidding Service	æs			9/30/2011	100% 100%
SH 550 Bidding Service		Outstanding Invoice	Submitted to TxDOT		100%
SH 550 Bidding Service WA Amount:	\$ 5,205,809.00	Outstanding Invoice Number			
SH 550 Bidding Servic WA Amount: Billed To Date:	\$ 5,205,809.00 \$ 5,205,809.00		Submitted to TxDOT		100%
SH 550 Bidding Service WA Amount: Billed To Date: Paid To Date:	\$ 5,205,809.00 \$ 5,205,809.00 \$ 5,205,809.00		Submitted to TxDOT		100%
SH 550 Bidding Servic WA Amount: Billed To Date:	\$ 5,205,809.00 \$ 5,205,809.00 \$ 5,205,809.00		Submitted to TxDOT		100%
SH 550 Bidding Service WA Amount: Billed To Date: Paid To Date:	\$ 5,205,809.00 \$ 5,205,809.00 \$ 5,205,809.00		Submitted to TxDOT		100%
SH 550 Bidding Service  WA Amount:  Billed To Date:  Paid To Date:  Unpaid Balance:	\$ 5,205,809.00 \$ 5,205,809.00 \$ 5,205,809.00 \$ -		Submitted to TxDOT		100%
SH 550 Bidding Service WA Amount: Billed To Date: Paid To Date:	\$ 5,205,809.00 \$ 5,205,809.00 \$ 5,205,809.00 \$ -		Submitted to TxDOT		100%



Project	General Brant				
Work Authorization	26 General Brant		WA Cost:	\$	208,639.00
Supplemental	1 Section 404 Individual	Permit App	SA Cost:	\$	11,114.00
Supplemental	Ħ	•••	SA Cost:		98,808.00
	<u> </u>		Total Cost:		318,561.00
Description: This Wo	rk Authorization provides profes	sional seniices associa	ated with the development of a C		
and Section 404 Indivi	dual Permit application (with Co	onceptual Mitigation Pla	an) for improvements to General	Brant Road (FM	106).
•	gement and Social, Economic a ection 404 permit from U.S. Am		ies for CCRMA. Activities neces for roadway improvements.	sary for obtaining	environmental
Deliverables: Catego	rical Exclusion and Section 4		with Conceptual Mitigation Pla	n.	
Antonomia Evaluation		Project Activ	rity		
Categorical Exclusion Status:	On-going. Environmental docu	ment (categorical exclu	usion) being processed.	and the state of	AND THE RESERVE
Recent Activity:			r wildlife crossings. Continued u	odating Categoric	al Exclusion per
Upcoming Activity:	TxDOT to negotiate with USFV update CE and upon completion		ing locations and sizes. Finalize	roadway profile	and continue to
Outstanding Issues:	TxDOT to negotiate with USFV	VS on the size and loca	tion of wildlife crossings.		
Section 404 Individual					The State of the Land
	Ongoing			11051410	
Recent Activity:	A meeting was neid on Decem	ber 10, 2012 between t	the TxDOT Pharr District and the	USFWS.	
Upcoming Activity:	TxDOT to determine final wildli the final wildlife crossing inform	•	nd sizes. HNTB can complete th	e Categorical Ex	clusion based on
Outstanding Issues:	The Categorical Exclusion can	not be completed until t	the final wildlife crossing location	s and sizes are o	letermined.
	Task		Status	Date of Anticipated Completion	% Complete
Categorical Exclusion	document preparation		Ongoing	TBD	83%
Section 404 Individual	Permit (with Conceptual Mitiga	tion Plan)	Ongoing	TBD	83%
WA Amount:	<b>\$</b> 318,561.00	Outstanding Invoice Number	Days Old	Invoice	Amount
Billed To Date:		86-40619-PL-026	24	\$	11,856.96
Paid To Date:				•	•
Unpaid Balance:					
	•				
Funding Source:					
			Total:	\$	11,856.96



Project	FM 511 (SH 550) Pem	nit Services			
Work Authorization	29 Permitting Services		WA Cost:	\$	52,759.00
Supplemental			SA Cost:		94,911.00
Supplemental	<b>                                      </b>		SA Cost:		-
Supplemental			SA Cost:	\$	_
			Total Cost:		147,670.00
Description: The SH	550 Re-Evaluation project provid	les professional sen			
of the SH 550 toll proje be on the effects of toll	ect from US 77/83 to SH 48 and ling the project. Supplements fo	the proposed entran cus on developing n	ice to the Port of Brownsville. T	The focus of the re oval.	e-evaluation will
	gement and Social, Economic ar n clearance for a tolled roadway			rironmental Activi	ty necessary for
	mental Activity necessary for obt			,	
		Project Acti	<u> </u>		-
STEEL					
Environmental	White the season of the season	Maria Bally	THE VALUE OF THE PARTY OF	The same of the same	2740 - 15-6
Status:	Permits Received; Mitigation sit	e monitoring and Co	orps coordination on-going.		
Recent Activity:	No activity				
riocontributity.	TTO GOLVING.				
Upcoming Activity:					
Outstanding Issues:	Contrator requested plan modifi	ications may require	permit amendment.		
Design					
THE RESERVE OF THE PARTY OF THE	SH 550 Port Spur mitigation site	e is under constructi	on.		
Recent Activity:	USACE indicated that there is n	no violation with the f	fill material.		
Upcoming Activity:	Waiting on response from USA	CE.			
Outstanding Issues:	Waiting on response from USA	CE.			
Other	The second secon	and distance of the second	THE RESERVE OF THE PARTY OF THE	(I- 1 (I) (1) Z	here is said to be
Status:	•				
Recent Activity:	-				
Upcoming Activity:	-				
Outstanding issues:	Waiting on USACE response or	n replacing cord gras	ss, wave barner tence, articulati	ed mat placemen	t.
				Date of	
	Task		Status	Anticipated Completion	% Complete
Environmental Assess	ment Doc. Preparation		Complete	complete	100%
	Permitting and Mitigation (supple	ment 2)	Complete	complete	99%
Public Involvement			Complete	complete	100%
PS&E plans for TxDO	Γ (supplement 3)		complete	complete	100%
Re-evaluation of EA fo	or mitigation property (supplemen	nt 3)	complete	complete	100%
		Outstanding	complete	Complete	100%
WA Amount:	\$ 147,670.00	Invoice Number	Days Old	Invoice	Amount
Billed To Date:	\$ 147,670.00				
Paid To Date:	\$ 147,670.00				
Unpaid Balance:					1.000
Funding Source:	County License Plate Fees		reasenter terrorados de civil de 1976 el 1980 de 1980 d		- 102 vc
			Total:	2	



Project		Olmito RFI, Shop Draw	vings			
Work Authorization	31	RFI, Shop Drawings		WA Cost:	\$	116,016.00
Supplemental	$\sqcap$		<del></del>			
Supplemental	一					
Supplemental	一					
Oupplemental	ш					
						116,016.00
		de a set of As-Built cons		nformation (RFI) from the con	tractor, and to pre	ovide Snop
Deliverable: Respons	ses to R	Fls, shop drawing review	vs and As-Built constructi Project Activity	on drawings.		
Olmito RFI, Shop Drav	vings			SHOW STATE OF THE PARTY OF	A STATE OF STATE	To be a second of the second
Status:	Ongoin	g.				
Recent Activity:	Respor	nded to RFIs and shop d	rawings.			
Upcoming Activity:	Respor	nd to RFIs and shop drav	vings on an as-needed b	asis.		
Outstanding Issues:	None.			100000000000000000000000000000000000000	40.54-5-5	
		Task		Status	Anticipated Completion	% Complete
Olmito RFI, Shop Dra			trocki pit je moja jez	THE THE LABOR THE STATE		
Project Management a		rdination				99%
General Administration						99%
Requests for Informati			100. 102.00	0.00		99%
Shop Drawing Review						99%
As-Built Construction [	Jrawing:	5			THE STREET	99%
WA Amount:	s	116,016.00	Outstanding Invoice Number	Days Old	Invoice	Amount
Billed To Date:	_	114,444.27	IIIVoioo Italiiboi	Dayo Old	HIVOIGG	ranoun
Paid To Date:		114,444.27	10.3.0			
Unpaid Balance:		- 114,444.21	***		1.594.04	
				200		
		6				
Funding Source:						
				Total:	\$	•

ш	M	
п	N	D

Project	West Rail Construction	a & Inspection Services			
Work Authorization	33 Construction & Inspect		WA Cost:	\$	1,255,920.00
Supplemental					
Supplemental					
• •	H				
Supplemental	<u> </u>		SA Cost.		
o	300-903-TL		Total Cost:	\$	1,255,920.00
construction of these acgrade crossings.	dditional tracks will allow the UF	PRR to abandon their cu	) for the Union Pacific Railroad (U rrent location between Mexico and	d Olmito eliminati	ng several
sequencing, SWPPP, p	pay estimates, quantities, and so	chedule. This includes t	ation. The construction includes the DHS facility on the north side of		onstruction
Deliverable: West Rai	il bypass pay estimates, ARRA				
West Dell Dimont Con	the standard and	Project Activ	rity		
West Rail Bypass Cons Status:	Struction inspection Ongoing.			The state of the s	
Doggat Author	No contractor working (contract	or waiting for TransMon	taigne relocations). The Mexican	contractor comp	leted track on
Recent Activity.	the international span of the bri	dge. Completed semi-ar	nnual monitoring visit to mitigation	site and submitte	ed report to the
Upcoming Activity:	Complete paving for Railroad S	treet, New Carmen Roa	d and DHS facility. Installation of	remaining track	material.
Outstanding Issues:	Awaiting resolution of DHS cha	nge order items. Awaitin	ng approval of outstanding SWAs		
	Task		Status	Anticipated Completion	% Complete
	on inspection Services (CI)	There will bright	SET WELFTERWICKERS OF	records a least	MA APPROVISION
Project Management, A			Complete	8/31/2013	100%
Process Invoices and F			Complete	8/31/2013	100%
Construction Inspecti			- 1.		100%
Construction Managem			Complete	8/31/2013	100%
Construction Observation Record Keeping and Fi			Complete	8/31/2013	100%
Schedule	le Management		Complete	8/31/2013	100%
Project Close-Out			Complete	8/31/2013	100%
Construction Managem	nont				
Record Keeping and Fi		<del></del>	Complete	8/31/2013	100%
Post Construction Serv			Complete	8/31/2013	100%
Post Construction Serv	ices		Ongoing	8/31/2017	65%
WA Amount:	\$ 1,255,920.00	Outstanding Invoice Number	Days Old	Involce	Amount
Billed To Date:	\$ 1,243,360.80				
Paid To Date:	\$ 1,243,360.80				
Unpaid Balance:	\$ -				
Funding Source:	-		7.4		



D14	0.4 0-4 01	011		ın	
Project	Outer Parkway Planni				
Work Authorization	Outer Parkway Planni	n Study		\$	
Supplemental			SA Cost:		
Supplemental			SA Cost:		
			Total Cost:	\$	103,839.00
Description: This wor	k authorization provides profes	sional services and delive	rables associated with a study	for the Outer Par	kwav. The study
•	three phase effort to deliver a				,
			al and engineering constraints n	nap, environment	al constraints
report, and corridor ide	entification report to aid in the e	stablishment of the alignn	nent of the Outer Parkway		
Deliverable: Constrai	nts map, environmental constra	aints/corridor identification	report		
Dunivorabio, Conocia	mo map, on monatorial consuc		·		
		Project Activi	ty		
Outer Parkway Planning					
PARTY NAMED IN COLUMN TWO IS NOT THE OWNER, OR WHAT THE OWNER, OW	Ongoing				
		on Report (Phase I deliver	able) in May 2012. Submitted	Phase II scope a	nd fee to
	CCRMA.				
Recent Activity:					
	Upon Board approval, begin Pl	hase II of study. See Out	standing Issues below.		
Upcoming Activity:		, , , , , , , , , , , , , , , , , , , ,			
opcorning Activity.					
Outstanding Issues:	Environmental documents mus	at be cleared by August 3	1, 2013 in order to meet the CD	A requirements.	
				Date of	
				Anticipated	1
	Task		Status	Completion	% Complete
Outer Parkway Piann			to executave la la la	元表 "能量"。	at all outsides
Project Management a	and Coordination		On going	3/1/2011	100%
Data Collection	1:2500	17. 12.551.—12.11.31. 4.3	On going	3/1/2011	100%
Meetings/Managemen	t		On going	3/1/2011	100%
		Outstanding Invoice			
WA Amount:		Number	Days Old	Invoice	Amount
Billed To Date:	\$ 402 920 00		2 2 2 2 2 2	THE RESERVE TO SERVE THE PARTY.	
	\$ 103,839.00				ANTALESCE NEED
Paid To Date:					
Paid To Date: Unpaid Balance:	\$ 103,839.00				
	\$ 103,839.00		1333		
	\$ 103,839.00		Section Control Vision Control Control		
	\$ 103,839.00 \$ -		100		



Project		SH 550 Port Spur/Fm	1847			
Work Authorization	38	RFI, Shop Drawing Re		WA Cost:	\$	37,739.00
Supplemental	Ħ					
Supplemental	Ħ					
Supplemental	Ħ					
опристы па	ш					
					\$	
		rization is to provide res d review of shop drawin		ted to the plans and specification	ons as needed thi	oughout the
				address issues regarding project ration of the construction, and s		
Deliverable:					HA!	
			Project Activi	ty		
Port Access RFI, Shop		gs d to RFIs on an as need	fed hasis			STATE AND ADDRESS.
	No. 200					
Recent Activity:	Respon	aea to multiple RFIS. C	ompleted FCC license f	or SH 550 Port Spur toll gantry	communications	antenna.
Upcoming Activity:	Respon	d to RFIs on an as need	ded basis.			
Outstanding Issues:					12	
		Task		Status	Anticipated Completion	% Complete
Port Access RFI, Sho	p Drawi		LINES WELLINGS		FONE LE LA LESAN	70 Complete
Project Management						65%
Respond to Requests		nation				65%
Shop Drawing Review						0%
WA Amount:	\$	37,739.00	Outstanding Invoice Number	Days Old	Invoice	Amount
Billed To Date:	\$	21,826.97	86-40619-CN-038	24	\$	38.47
Paid To Date:	\$	21,788.50				8) 5800
Unpaid Balance:	\$	38.47		0.590.000.500.000.000.000.000.000.000.00		
Funding Source:	-			Total	5	38.47
				I Utai.	•	50.41



Project	1	West Rail RFI, As-Built	s			
Work Authorization	40 \	West Rail RFI, As-Built	s	WA Cost:	\$	171,150.00
Supplemental	Fi -	,				
Supplemental	<b>=</b> -					
Supplemental	<b>=</b> -					
Сарристиста	ш.					
		4 1933			\$	- A 10 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Description: This Word duration of the constru				ated to the plans and specification	ons as needed thr	oughout the
				address issues regarding projecturation of the construction.	ct staff, progress,	response to
					and the second	
Deliverable:			Brolant Anth			
West Rail RFI, Shop D	)rawinns		Project Activ	rity		
		to RFIs on an as-need	led basis.			
Recent Activity:	Project m	nanagement.		10.000	31	
Upcoming Activity:	Respond	to RFIs on an as-need	ed basis.			
Outstanding Issues:	Awaiting	approval for SWAs (ad	ditional RFIs/shop dra	wing review/DHS coordination).		
11 4		Task		Status	Anticlpated Completion	% Complete
West Rall RFI, Shop I	Drawings				1 20 4 25 1	
Project Management Respond to Requests	for Inform	otion		ATDAW I	4/1/2013	100%
respond to requests	ior iniorma	auon			4/1/2013	100%
WA Amount:	\$	171,150.00	Outstanding Invoice Number	Days Old	Invoice	Amount
Billed To Date:	\$	171,150.00	V		5 9 558 <del>88</del> 9	
Paid To Date:	\$	171,150.00		<u> </u>	7,000,000	1000
Unpaid Balance:	\$	-			W-1	
Funding Source:		**************************************		Total:		77 
				I otal:	₹	•



Project		East Loop EA				
Work Authorization	42	East Loop EA		WA Cost:	\$	250,326.00
Supplemental	$\sqcap$					
Supplemental						
			_	Total Cost:		250,326.00
Description: Oversi	ght and	management of State	Highway 32 environm	ental studies.		
			versee/manage the dev are being prepared by o	elopment of two environmental a ther firms.	ssessments bei	ng prepared for
Deliverable: Meeting	notes, s	schedules, document re	views, permitting strate	gies		
			Project Activ	rity		
East Loop EA	10	0110014/				
Status:			epared. SH 32-East EA mitted to TxDOT Pharr			
Recent Activity:	SH 32 \	West Environmental Sit		to TxDOT Pharr District.		
Upcoming Activity:		s TxDOT comments.			50 IS 188	
Outstanding Issues:				Pass-Through Agreement. The tinal design phase to meet sche		vestigation
		Task		Status	Date of Anticipated Completion	% Complete
East Loop EA					1 11 11	
Project Management	and Coo	rdination				100%
		1 17 19 19 19				
		e santa				
WA Amount:	s	250,326.00	Outstanding Invoice Number	Days Old	Invoice	Amount
Billed To Date:		242,816.22	86-40619-PL-042	24	s	8,761.41
Paid To Date:	$\overline{}$	234,054.81			·	5,1 5 1.71
Unpaid Balance:		8,761.41				
111		-,			- 22 - 12 - 2	1.00000
Funding Source:						
		* - C · W	a sittemili	Total:	\$	8,761.41



Project	Olmito RIP CI Services	S			
Work Authorization	47 Construction & Inspect		WA Cost:	\$	134,538.00
Supplemental				\$	
Supplemental	H —				
Supplemental	H —				
Supplemental			SA CUSI.		
5			Total Cost:		134,538.00
Place (RiP) Facility. To and expand their capal	he construction of this facility all bilities.	low the UPRR to relocat	<ul> <li>i) for the Union Pacific Railroad (Let their current repair in place operacility and lighting. This includes</li> </ul>	rations from Harl	ingen to Olmito
	sequencing, SWPPP, pay estin				
Deliverable: Olmito R	IP Facility pay estimates, ARRA	A nanerwork, and constr	uction schedule		
Denveragio. Cimilo	Il I doint pay commutou,	Project Activ			
	nstruction inspection Services (	어)		personal action is	
Status:	Construction at 95% complete.				
Recent Activity:	Contractor has completed sewe	er change order items.			
Upcoming Activity:	Contractor to complete water se	ervice change order item	ns.		
Outstanding issues:	Awaiting resolution on outstand	ling SWA.			
	Task		Status	Anticipated Completion	% Complete
	onstruction inspection Servic	es (Ci)			
Project Management, A			Ongoing	1/31/2013	95%
Process Invoices and F			Ongoing	1/31/2013	95%
Construction inspect			Ongoing	1/31/2013	95%
Construction Managem			Ongoing	1/31/2013	95%
Construction Observati			Ongoing	1/31/2013	95%
Record Keeping and Fi Schedule	ile Management		Ongoing	1/31/2013	95%
Project Ciose-Out			Ongoing	1/31/2013	95%
Construction Managem	nent		Ongoing	1/21/2012	200/
Record Keeping and F		-	Ongoing	1/31/2013	20%
room rooping and	iio iiidiidgaa.ii	<u> </u>	Ongoing	1/31/2013	20%
WA Amount:	\$ 134,538.00	Outstanding Invoice Number	Days Old	Invoice	Amount
Billed To Date:	\$ 134,538.00				1
Paid To Date:	\$ 134,538.00		20112		- Canalana
Unpaid Balance:	\$ -				
Funding Source:					
			Total:	\$	



Project		SH 32 GEC			9	
Work Authorization	49	SH 32 GEC		WA Cost:	\$	1,961,997.00
Supplemental	〒					
Supplementai	〒					
					\$	
Description: Oversig	ht and	management of State	Highway 32 environmen	tal studies.		
			versee/manage the deveic re being prepared by othe	pment of two environmental as r firms.	sessments b	eing prepared for
Deliverable: Meeting	notes, s	schedules, document re	views, permitting strategie	s		
			Basis at Astiste			
East Loop EA	-		Project Activity			
	On-goi	ng. SH 32-West EA pre	pared. SH 32-East EA pro	epared.		
Recent Activity:	SH 32	East EA and BA submitt	ted to TxDOT Pharr Distried to TxDOT Pharr Distric TxDOT Conference Calls	<del></del>		
Upcoming Activity:	Addres	s TxDOT comments.		HEE HANGIE HEE		2 27
Outstanding issues:				ss-Through Agreement. The Win phase to meet schedule.	/orkshop can	investigation options
		Task		Status	Date of Anticipate Completic	ed
East Loop EA	6.77					
Project Management a	ınd Coc	ordination		i i		81%
WA Amount:	\$	1,961,997.00	Outstanding Invoice Number	Days Old	Inve	pice Amount
Billed To Date:	\$	1,524,810.98	86-40619-PL-049	24	\$	53,313.23
Paid To Date:	\$	1,471,497.75				
Unpaid Balance:	\$	53,313.23				
Funding Source:				Total:	S	53.313.23
				1 Otal.	<u> </u>	00,0.0.20



Project		International Advisor S	ervices			
Work Authorization	55	International Advisor S		WA Cost	:_\$	156,096.00
	_	-		Total Cost		156,096.00
		s and deliverables to cre ameron County and its fi		plement the Intermodal Indeg	ration of the Borde	er infrastructure
		I deliverables to create a eron County and its final		ent the Intermodal Indegration	n of the Border Infr	astructure of
Deliverable: Master F			icing.	521500 N 550		
2			Project Activi	ty		
International Advisory					Address of the last of the las	
and the second second	Ongoin					
Recent Activity:	Detaile	d report available				is .
Upcoming Activity:	-					
Outstanding issues:						
Design Status:	AND WAY		and a second second			
A STATE OF THE STA	-					
Recent Activity:	<b>—</b>					
Upcoming Activity:	-					
Outstanding issues:	-		72 1: 22 1:113:12:31 (e)			
Other: Project Adminis Status:			HILL TO THE THE PARTY OF THE PA			ALCOHOLD STATE
Recent Activity:				· · · · · · · · · · · · · · · · · · ·		
Upcoming Activity:					7.9.	
Outstanding Issues:	_			****	L 1i	
Oddata rullig lasties.					T	T
		Task		Status	Date Anticipated Completion	% Complete
International Services				Ongoing	Dec. 2012	100%
WA Amount:	\$	156,096.00	Outstanding Invoice Number	Days Old	invoice	Amount
Billed To Date:		156,096.00	86-40619-PL-055	24	\$	23,414.40
Paid To Date:		132,681.60			T.	25,1.1.10
Unpaid Balance:		23,414.40				
Funding Source:		Cameron County				00 444 45
				Total	i. \$	23,414.40

HNTB

Project

SH 32 East Wildlife Crossing

Work Authorization

64 SH 32 East Wildlife Crossing

WA Cost: \$

31,522.00

5,361.35

TTOIR Addition Edition	OTTOZ CASE TVIIGINE CIT	D33III G	WA 003	-ι. <u>Ψ</u>	31,322.00
			Total Cos	st: _\$	31,522.00
Description: Negotia	te the size and location of the	wiidlife crossing on the	SH 32 East project.		
Scope: Meet with the	USFWS to determine the fina	I size and location of the	SH 32 East wildlife cro	ssing.	
Deliverable: Meeting	Minutes		MANUEL CONTROL OF THE PARTY OF		
Deliverable, meeting	Millates				
	7518 	Project Activity	,		
Environmental	A SHE TO SHE TO SHE SHE SHE SHE				
	Ongoing				
Recent Activity:	On October 5, HNTB, Alan Gler	n with Sedgwich law firm a	nd TxDOT met with the U	SFWS in Corpus C	nristi.
Upcoming Activity:	Verify wildlife crossing is correc	tly shown in the schematic	and environmental docu	ments.	
Outstanding Issues:	None at this time.				
Design					10 844 9 A
Status:	Ongoing			15 305	3000 - 3
Recent Activity:	-				
Upcoming Activity:	Verify wildlife crossing is correc	tly shown in the schematic	and environmental docu	ments.	
Outstanding issues:	None at this time.				
Other: Project Adminis	tration	The state of the s			
Status:					
Recent Activity:					
Upcoming Activity:		Rebute BA			
Outstanding Issues:	None at this time.	36-54			230
				1	
				Date Anticlpated	
	Task	3	Status	Completion	% Complete
SH 32 East Wildlife Cr	ossing		Ongoing	Dec. 2012	90%
	0. 500.00	Outstanding Invoice			
WA Amount: Billed To Date:		Number 86-40619-PL-064	Days Old 24	\$ Invoice	Amount 5,361.35
Paid To Date:		25 40010112 004	<u> </u>	+*	5,301.35
Unpaid Balance:				1	
Funding Source:	Cameron County			1	
		Control of the Contro			

HNTB

Work Authorization 66  Description: It is the desire of the Transportation Infrastructu TIFIA Credit Program Office.  Scope: Provide coordination Deliverable: Meeting minute	re and Innovation Act (T	South Padre Island 2nd Ai IFIA). The first step in this o assist CCRMA with the	process is for CCRMA to s	\$ federal credit assi	29,675.00 29,675.00 istance through interest to the
the Transportation Infrastructu TIFIA Credit Program Office.  Scope: Provide coordination  Deliverable: Meeting minute	re and Innovation Act (T	IFIA). The first step in this o assist CCRMA with the	ccess project and apply for process is for CCRMA to s	federal credit assi	istance through
the Transportation Infrastructu TIFIA Credit Program Office.  Scope: Provide coordination  Deliverable: Meeting minute	re and Innovation Act (T	IFIA). The first step in this o assist CCRMA with the	process is for CCRMA to s	federal credit assi ubmit a Letter of I	istance through nterest to the
Deliverable: Meeting minute			TIFIA LOI.		
	es and Progress Repor	<b>t.</b>			
Environmentai					
Environmental			#E53		
		Project Activity	THE PERSON NAMED IN COLUMN TWO	C COMPANIE	
Status: NA	- W. T		the second	MORRIS WAS INC.	STREET HOUSE
Recent Activity:					
Upcoming Activity:	111111111111111111111111111111111111111		33.3.3.3.3.3.4.0		ocation was to handle
Outstanding issues:				-	<u> </u>
Design			the same of the same	Title assessment	
Status: NA	2007/2017/0			PETRONO 10 TO 10	
Recent Activity:			and the second		
Upcoming Activity:					
Outstanding Issues:	W				
Other: Project Administration					
Status: Ongoin	200	t on November 12, 2012.		*****	
Upcoming Activity: Address	<u> </u>		21 B 166		
		A Credit Program Office.			
Outstanding issues: None a	t this time.	2024350			
	Task		Status	Date Anticlpated Completion	% Complete
TIFIA Credit Assistance			Ongoing	1/31/2013	98%
WA Amount: \$	29,675.00	Outstanding Invoice Number	Days Old	Invoice	Amount
Billed To Date: \$	28,191.25	84-40619-PL-066	80	\$	7,418.75
Paid To Date:		85-40619-PL-066	52	\$	16,321.25
Unpaid Balance: \$	28,191.25	86-40619-PL-066	24	\$	4,451.25
Funding Source:	Cameron County		Total:		28,191.25

HNTB

Project	TRZ No. 2 & No. 1	Amendment				
Work Authorization	67 TRZ No. 2 & No. 1	TRZ No. 2 & No. 1 Amendment		_\$	130,088.00	
			Total Cost:	\$	130,088.00	
Description: CCRMA	Jesires to amend Transporta	ation Reinvestment Zone (Ti	RZ) No. 1 and to create a new	v TRZ No. 2.	444	
Scope: Provide a proj	ect schedule, legal notice	s, TRZ descriptions and co	onduct Public Hearing.			
Deliverable: Legal No	itices, TRZ maps, Public N	deeting presentation, estal	blish new TRZ No. 1 and No	. 2 baselines and	i tax revenues.	
		Project Activity	v	-24		
Environmental				Comment of the last	15-5-3-0	
Status:	NA	11 Met 101	1111		8,000	
Recent Activity:			- 112			
Upcoming Activity:						
Outstanding issues:			37000			
Design				100 1000	AND DESCRIPTION OF THE PARTY OF	
Status:	NA				****	
Recent Activity:		740				
Upcoming Activity:				000		
Outstanding issues:						
Other: Project Administ					AND EDUCATION	
Status:	Complete.					
Recent Activity:	Developed presentation for	December 20 TRZ Adoption	Meeting. Attended December	er 20 TRZ Adoptio	on Meeting.	
Upcoming Activity:	None at this time.					
Outstanding issues:	None at this time.					
	Task		Status	Date Anticipated Completion	% Complete	
TRZ No. 2 & No. 1 Ame	endment		Ongoing	1/31/2013	100%	
WA Amount:	\$ 130,088.	Outstanding Invoice Number	Days Old		Amount	
Billed To Date:	\$ 91,061.		52	\$	13,008.00	
Paid To Date:		86-40619-PL-067	24	\$	78,052.80	
Unpaid Balance:	\$ 91,061.	60				
Funding Source:	Cameron County					

3-C CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK AUTHORIZATION NO. 11 TO WORK AUTHORIZATION NO. 8 WITH HNTB FOR THE WEST RAIL RELOCATION PROJECT

#### CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

General Engineering Consultant Services

## SUPPLEMENTAL WORK AUTHORIZATION NO. 11 WORK AUTHORIZATION NO. 8 West Rail International Advisor Services

This Supplemental Work Authorization No. 11 to Work Authorization No. 8 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY") and HNTB Corporation (the "CONSULTANT").

**Part 1.** The CONSULTANT will provide the following consulting services:

Services to Work Authorization No. 8 are unchanged and remain in full force and effect.

- **Part 2.** Without modification, the maximum amount payable under this Lump Sum Supplemental Work Authorization No. 11 to Work Authorization No. 8 is hereby increased by \$69,924.00 or from \$ 866,136.00 to \$936,060.00, Exhibit D, providing details supporting the increased amount, is attached and hereby made part of Work Authorization No. 8.
- **Part 3.** Payment to the CONSULTANT for the services established under this Supplemental Work Authorization No. 11 to Work Authorization No. 8 shall be made in accordance with the Agreement.
- **Part 4.** This Supplemental Work Authorization No. 11 to Work Authorization No. 8 is effective as of December 6, 2012, and shall extend the termination date to June 30, 2013, unless extended by a Supplemental Work Authorization.
- **Part 5.** This Supplemental Work Authorization No. 11 to Work Authorization No. 8 does not waive the parties' responsibilities and obligations provided under the Agreement.

**Part 6.** This Supplemental Work Authorization No. 11 to Work Authorization No. 8 is hereby accepted and acknowledged below.

CONSULTANT:	AUTHORITY:
HNTB Corporation	Cameron County Regional Mobility Authority
By: Niel L. Kuliz Signature	By:
Richard L. Ridings, P.E. Printed Name	David E. Allex Printed Name
Vice President Title	<u>Chairman</u> Title
//2 4/13 Date	1-24-13 Date
IST OF EXHIBITS	

Exhibit B – Scope (Arturo)
Exhibit C - Work Schedule

Exhibit D - Fee Schedule

3-D CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK AUTHORIZATION NO. 7 TO WORK AUTHORIZATION NO. 17 WITH HNTB FOR THE SOUTH PADRE ISLAND 2<sup>ND</sup> ACCESS PROJECT



#### **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

General Engineering Consultant Services

SUPPLEMENTAL WORK AUTHORIZATION NO. 7
TO WORK AUTHORIZATION NO. 17
SOUTH PADRE ISLAND 2<sup>ND</sup> ACCESS
PHASE 3B – ENVIRONMENTAL PROCESS COMPLETION

This Supplemental Work Authorization No. 7 to Work Authorization No. 17 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

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

The responsibilities of the CONSULTANT are amended to include the additional efforts detailed in Exhibit B.

Part 2. The Lump Sum amount payable for services performed under this Supplement No. 7 to Work Authorization No. 17 increases the total Lump Sum amount payable by \$40,290.00 from \$3,920,304.00 to \$3,960,594.00. A fee schedule used to establish the supplemental amount payable is attached hereto as Exhibit D. The CONSULTANT may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the services actually rendered, within the total lump sum amount.

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

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

Part 3. Payment to the CONSULTANT for the services is not amended with this supplement.

Part 4. The Supplement No. 7 to Work Authorization No. 17 is made effective upon the date of execution and makes no changes to the termination date of December 31, 2013.

**Part 5.** This Supplemental Work Authorization No. 7 to Work Authorization No. 17 does not waive the parties' responsibilities and obligations provided under the Agreement.

CONSULTANT	AUTHORITY:
HNTB Corporation	Cameron Contaty Regional Mobility Authority
By: Kill Lily	By:
Richard L. Ridings, P.E	David E Allex
Printed Name	Printed Name
Vice President	Chairman
Title	Title
//24/13	1-24-13
Date	Date

#### LIST OF EXHIBITS

Exhibit B - Services to be Provided by the CONSULTANT

Exhibit D - Fee Schedule

3-F CONSIDERATION AND APPROVAL OF LETTER OF AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND SULLIVAN PUBLIC AFFAIRS



#### MEMORANDUM

To: RMA Chairman and Board Members

From: Pete Sepulveda, Jr.

**RMA Coordinator** 

Re: Agenda Item 3F

Date: January 24, 2013

I would like to request authorization to continue to engage the services of Ray Sullivan 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. Recently, he helped ensure the \$60 million design build project for the corridor that was added to the list of statewide TxDOT projects would be protected and subsequently approved by the Texas Transportation Commission.

The primary purpose and Mr. Sullivan's principal priority 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 to authorize Staff to move forward in this process.

# 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 immediately and ending December 31, 2013, 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 24 <sup>th</sup> day of January, 2013.	f
Cameron County Regional Mobility Authority	
By:	
Pete Sepulveda, Jr., RMA Coordinator	
Sullivan Public Affairs	
By: Ray Sullivan	

3-G CONSIDERATION AND APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND S&B INFRASTRUCTURE FOR THE SH 550 DIRECT CONNECTOR PROJECT

THE STATE OF TEXAS

9

COUNTY OF CAMERON

#### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made, by and between CAMERON COUNTY REGIONAL MOBILITY AUTHORITY ("Authority"), and S&B INFRASTRUCTURE, LTD., professional engineers of McAllen, Texas ("Engineer").

#### WITNESSETH:

WHEREAS, the Authority desires to contract with the Engineer to provide professional services consisting of Construction Management Services for SH 550 from U.S. 77/83 to 0.53 Miles East of Old Alice Road ("Project").

NOW, THEREFORE, the **Authority** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

- ARTICLE 1. Employment of Engineer. The Authority agrees to employ the Engineer and the Engineer agrees to perform professional services in connection with the Project as stated in the articles to follow and for having rendered such services, the Authority agrees to pay the Engineer compensation as stated in the articles to follow.
- ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the Project with the following:
- 2.1. Scope of Work. The Authority will furnish items and provide those services for the development of the Project and fulfillment of this Agreement, as identified in EXHIBIT "A" -Services to be Provided by the Authority, attached hereto and made a part of this Agreement.
- 2.2 Classification of Services. For this Agreement, the professional services to be provided by the Engineer, as more particularly identified in EXHIBIT "B", attached hereto, shall be classified as follows:

- Basic Services: Basic services, incorporated herein by reference as "Basic Services", includes those professional services not otherwise identified under Article 5.2 of this Agreement.
- (2) Special Services: Special services, incorporated herein by reference as "Special Services", includes those professional services identified under Article 5.2 of this Agreement.

Expanded task descriptions for both *Basic Services* and *Special Services* are more particularly identified in **EXHIBIT** "B", attached hereto.

- 2.3 Schedule of Work. The Engineer shall prepare a schedule of work for the Project (to be approved by the Authority) in accordance with the terms identified in EXHIBIT "C"-Schedule of Work, attached hereto and made a part of this Agreement.
- ARTICLE 3. Period of Service. After execution of this Agreement, the Engineer shall not proceed with the work outlined under Article 2 hereof until authorized in writing by the Authority to proceed as provided in Article 7 hereof.
- 3.1 Termination Date. This Agreement shall terminate at the close of business on 31 August 2014 ("Termination Date"), unless extended by written Supplemental Agreement, as provided in Article 8 hereof, duly executed by the Engineer and the Authority prior to the Termination Date, or otherwise terminated as provided in Article 3.4 herein and below. The Authority assumes no liability or obligation for payment to the Engineer for work performed or costs incurred by the Engineer prior to the date authorized by the Authority for the Engineer to begin work, during periods when work is suspended, or subsequent to the Termination Date.
- 3.2 Extension of the Termination Date. The Engineer shall notify the Authority in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the Termination Date, and the Authority may, at the Authority's sole discretion, extend the Termination Date by written Supplemental Agreement as provided in Article 8 hereof. The

Engineer shall allow adequate time for review and approval by the Authority of the written notice and request by the Engineer to extend the Termination Date.

3.3 Suspension of Work. Should the Authority desire to suspend the work under this Agreement, but not terminate this Agreement, the Authority shall provide thirty (30) calendar days verbal notification to the Engineer, followed by written confirmation from the Authority to the Engineer to that effect. The thirty (30) day notice may be waived as agreed in writing by both the Authority and the Engineer. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the Authority to the Engineer. The sixty (60) day notice may be waived as agreed in writing by both the Authority and the Engineer.

If the Authority suspends the work, the Termination Date as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written Supplemental Agreement, as provided in Article 8 hereof, duly executed by the Engineer and the Authority prior to the Termination Date.

- 3.4 Termination of Agreement. This Agreement may be terminated before the stated Termination Date identified in Article 3.1 herein by any of the following conditions:
  - (1) Commitment of Current Revenues. In the event that, during any term hereof, the Authority does not appropriate sufficient funds to meet to the obligations of this Agreement, the Authority may terminate this Agreement upon ninety (90) days written notice to the Engineer. The Authority agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the Authority pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).
  - (2) By mutual agreement and consent, in writing, of both the Engineer and the Authority.

- (3) By the Authority, upon failure of the Engineer to fulfill the Engineer's obligations set forth herein in a satisfactory manner as determined by the Authority and in sole opinion of the Authority, after the Authority provides written notice to the Engineer of such failure and the Engineer has not corrected such failure within thirty (30) days of such written notice by the Authority.
- (4) By the Engineer, upon failure of the Authority to fulfill the Authority's obligations set forth herein, after the Engineer provides written notice to the Authority of such failure and the Authority has not corrected such failure within thirty (30) days of such written notice by the Engineer.
- (5) By the Authority without cause upon ninety (90) days written notice to the Engineer.
- (6) By satisfactory completion of all services and obligations described herein.

Should the Authority terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer notwithstanding anything herein to the contrary. In determining the value of the work performed by the Engineer prior to termination, the Authority shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time.

If the termination of this Agreement is due to the failure of the Engineer to fulfill the Engineer's obligations under this Agreement, the Authority may take over the Project and prosecute the work to completion. In such case, the Engineer shall be liable to the Authority for any additional cost occasioned by the Authority.

If the Engineer defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Engineer, the Authority will give consideration to payment of an amount in settlement to include: the actual costs incurred by the Engineer in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the

value of the work which is usable to the Authority, the cost to the Authority of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the Authority of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the Engineer, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the Authority and the Engineer under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 19, 22, and 26, hereto.

ARTICLE 4. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the Authority. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the Authority, in order to evaluate features of the Engineer's services and work.

At the request of the Authority or the Engineer, conferences shall be provided at the Engineer's office, the office of the Authority, or at other locations designated by the Authority. These conferences shall also include evaluation of the Engineer's services and work when requested by the Authority.

All applicable study reports shall be submitted in preliminary form for approval by the Authority before the final report is issued. The Authority's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer's** services and work may be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's services and work does not satisfy the requirements of the approved Project Schedule as provided by EXHIBIT "C".

attached hereto, the **Authority** shall review the approved **Project Schedule** with the **Engineer** to determine the corrective action needed by either the **Authority** or the **Engineer**.

The Engineer shall promptly advise the Authority in writing of events which have a significant impact upon the progress of the Engineer's services and work and the approved Project Schedule, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Authority or other agency or entity assistance needed to resolve the situation; and
- (2) favorable developments or events which enable meeting the Project Schedule goals sooner than anticipated.
- ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Authority shall compensate the Engineer with Fee identified as follows:
- 5.1 Basic Services. Engineer will be compensated for any Basic Services (identified in Article 2 and more particularly identified in EXHIBIT "B", attached hereto); and
- 5.2 Special Services. Those services to be provided by the Engineer as Special Services are set forth below and more particularly described in EXHIBIT "B", attached hereto. For and in consideration of these Special Services rendered as required by the Engineer, the Authority shall pay the Engineer a negotiated lump sum fee (hereinafter referred to as "Special Services Fee") at the hourly labor rates and non-labor rates (hereinafter referred to as "Contract Rates") specified in EXHIBIT "D"-Contract Rates, attached hereto and made a part of this Agreement, and as follows:

Special Service

**Basis of Compensation** 

#### Special Service

#### 1. FIELD SURVEYING

Actual performance of field surveying for the purpose of establishing horizontal and vertical control and obtaining topographic information for preliminary project planning and development, preliminary engineering, final design, right of way data, monumentation or staking and construction staking.

#### 2. LABORATORY OR SITE TESTING

Actual performance of laboratory, shop and mill tests, or site testing of materials or equipment provided and construction work performed, including actual performance of record testing and independent assurance testing.

#### 3. CONSTRUCTION PHASE SERVICES

All construction phase services, including but not limited to construction inspection, surveying; shop drawing review; preparation of change orders for extra work done by the **Engineer**; asbuilt drawings.

#### 4. DOCUMENT COPIES

Actual performance and / or providing of additional copies (over 10) of reports; additional copies (over 10) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 10) of bidding documents; additional copies (over 10) of as-built drawings.

#### 5. EXTRA TRAVEL

Extra travel required of Engineer and authorized by Authority to points outside of Cameron County.

#### 6. EXPERT WITNESS

Assistance to the Authority as expert witness in any litigation with third parties, arising from the development or construction of the Project.

#### **Basis of Compensation**

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

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

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

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

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

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

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

The negotiated lump sum fee(s) for *Special Services* shall be incorporated into a Supplemental Agreement(s) as defined and described in Article 8 herein. Payments to the Engineer for *Special Services* authorized by the Authority shall be made by the Authority, upon presentation by the Engineer of the monthly Request for Payment, more particularly defined and in accordance with the terms and provisions of Article 6 hereof.

5.3 Contract Not To Exceed Amount: The maximum amount Engineer will be paid is \$2,087,817.70 unless that amount is modified by mutual agreement of the Parties.

#### ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the Engineer for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each Work Authorization (hereinafter referred to as "Work Authorization") in accordance with Article 7 herein. For each Work Authorization, the Engineer shall prepare and submit to the Authority monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "Request for Payment"). The progress report shall indicate the percent completion of the work accomplished by the Engineer during the billing period and to the date of the Request for Payment. On or before noon of the first Monday of each month during the performance of the services, the Engineer shall submit to the Authority for approval a Request for Payment. Payment of the lump sum fee for each Work Authorization identified in the Request for Payment will be in proportion to the percent completion of the work tasks identified in such Work Authorizations. The Authority shall review each such Request for Payment and may make such exceptions as the Authority reasonably deems necessary or appropriate under the circumstances then existing. About thirty (30) working days after the Commissioners Court of the Authority meets approving such payment, the Authority shall make payment to the Engineer in the amount approved as aforesaid subject to Article 6.3 herein and below.

- 6.2 Final Payment. After final completion of the work and acceptance thereof by the Authority, the Engineer shall submit a final request for payment ("Final Request for Payment") which shall set forth all amounts due and remaining unpaid to the Engineer and upon approval thereof by the Authority, the Authority shall pay to the Engineer the amount due ("Final Payment") under such Final Request for Payment in accordance with the provisions of Article 6.1 hereof. The Final Payment shall not be made until the Engineer delivers to the Authority an affidavit that so far as the Engineer has knowledge or information any and all amounts due for materials and services over which the Engineer has control have been paid.
- 6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the Authority shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or Final Payment) to the Engineer hereunder if any one or more of the following conditions precedent exist:
  - (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this **Agreement** or under any contract documents related to this **Agreement**;
  - (2) Any part of such payment is attributable to the Engineer's services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the Engineer's services which were performed in accordance with this Agreement;
  - (3) The Engineer has failed to make payments promptly to consultants or other third parties used in connection with the Project for which the Authority has made payment to the Engineer;
  - (4) If the Authority, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Engineer's services in accordance with this Agreement, no additional payments will be due the Engineer hereunder unless and until the Engineer, at its sole cost, performs a sufficient portion of the Engineer's services so that such portion of the compensation then remaining unpaid is determined by the Authority to be sufficient to so complete the Engineer's services.
- 6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Engineer's services to which such partial payment related or relieves the Engineer of any of its obligations hereunder with respect thereto.

- 6.5 The Engineer shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Engineer's services.
- 6.6 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the Authority except those arising from (1) faulty or defective services of the Engineer appearing after completion of the Project, (2) failure of the Engineer's services to comply with the requirements of this Agreement or any contracts or Agreements related to the Project, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Engineer except those previously made in writing and identified by the Engineer as unsettled at the time of the Final Request for Payment.

ARTICLE 7. Work Authorization. After execution of this Agreement, the Engineer shall proceed with the work outlined under Article 2 hereof, only as authorized by the Authority through an agreed Work Authorization document in the form identified in EXHIBIT "E" – Work Authorization Form, attached hereto and made a part of this Agreement. The Engineer will identify, as approved by the Authority, the needed services for the Project, as required through the course of the development of the Project. The Authority shall authorize the Engineer to perform one or more of the agreed tasks identified in EXHIBIT "B", attached hereto, in the form of individual Work Authorizations. Upon authorization from the Authority, the Engineer will prepare a Work Authorization document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the Authority and the Engineer. The estimated cost proposal shall set forth in detail the computation of the cost of each work task and whether compensation for the task will be on a lump sum basis or at the hourly rates established and identified in EXHIBIT "D", attached hereto. The Work Authorization shall not waive the Authority's and the Engineer's responsibilities and obligations established in this Agreement.

The estimated cost proposal for each Work Authorization, developed by the Engineer and proved by the Authority, shall be used by the Authority to appropriate a purchase order for the Work Authorization. The estimated cost proposal does not waive or alter the Authority's obligation established in this Agreement regarding the Basic Services Fee and/or Special Services Fee, as identified in Articles 5.1 and 5.2, respectively and hereof.

Each executed Work Authorization shall become a part of this Agreement. Upon satisfactory completion of the Work Authorization, the Engineer shall submit the Project's deliverables as specified in the executed Work Authorization to the Authority for review and acceptance.

Work included in a Work Authorization shall not begin until the Authority and the Engineer have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization, unless extended by written agreement by the Engineer and the Authority. The Engineer shall promptly notify the Authority of any event that will affect completion of the Work Authorization. All Work Authorizations must be executed and completed by both the Engineer and the Authority within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the Authority of each Work Authorization for the Project shall serve as evidence of completion, on the part of the Engineer, of all services under this Agreement insofar as they pertain to that portion of work on the Project identified in the applicable Work Authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by Supplemental Agreement if the Authority determines that (1) there is a need to extend the Termination Date identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the Engineer, and/or (3) for any other reason agreeable to the thority and the Engineer. All Supplemental Agreements will be developed in the form identified in

**EXHIBIT** "F" - Supplemental Agreement Form, attached hereto and made a part of this Agreement, and incorporated herein by reference as "Supplemental Agreement".

If determined appropriate by the **Authority**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT** "D", attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any Supplemental Agreement must be executed by both the Engineer and the Authority prior to the Termination Date specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the Engineer for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the Engineer until full execution of the Supplemental Agreement and authorization to proceed is granted by the Authority. The Authority reserves the right to withhold payment to the Engineer pending verification of satisfactory work performed by the Engineer.

Article 9. Additional Work. If the Engineer is of the opinion that any work that it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Engineer shall promptly notify the Authority in writing. In the event the Authority finds that such work does constitute extra work or requests that the Engineer provide services for extra work, the Authority shall so advise the Engineer and a written Supplemental Agreement will be executed between the Authority and the Engineer as provided herein. The Engineer shall not perform any proposed additional work or incur any additional costs prior to the execution by both the Engineer and the Authority of a Supplemental Agreement. Additional compensation from the Authority to the Engineer shall be paid as a negotiated lump sum fee at the Contract Rates specified in EXHIBIT "D", attached hereto. The negotiated lump sum fee shall be incorporated into the Supplemental Agreement as specified in Article 8 hereof. The Authority shall not be liable or under any obligation to compensate the Engineer for work performed or

costs incurred by the Engineer relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through Supplemental Agreement.

ARTICLE 10. Changes or Revisions in Work. If the Authority finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the Engineer shall make such revisions if requested and directed by the Authority.

10.1 Preliminary Work. The Engineer will make, without expense to the Authority (unless previously approved as identified in Article 10.2 herein), such revisions of any preliminary reports or drawings as may be required to meet the needs of the Authority and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the Authority finds it necessary to request the Engineer to make changes to work previously approved by the Authority or work satisfactorily completed for which the Authority approves or, after a definite plan has been approved by the Authority, if a decision is subsequently made by the Authority, which for proper execution involves extra services and expenses for changes in or additions to the drawings, specifications or other documents, this will be considered as additional work, and compensation from the Authority to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the Engineer is required to perform additional work due to delays by the imposition of causes not within the Engineer's control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays approved by the Authority shall be considered additional work, and the Engineer shall be compensated by the Authority for such extra services and expense in accordance with Article 9 hereof.

#### ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the Engineer; however, the Project is the property of the Authority, and the Engineer may not use the

drawings and specifications thereof for any purpose not relating to the Project without the Authority's consent. The Authority shall be furnished with such reproductions of drawings and specifications as the Authority may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the Engineer will revise drawings to reflect changes made during construction and will promptly furnish the Authority with one complete set of reproducible record prints. Prints shall be furnished by the Engineer, as an additional service, at any other time requested by Authority. All such reproductions shall be the property of the Authority who may use them without the Engineer's permission for any proper purpose relating to the Project, including, but not limited to, additions to or completion of the Project. Any additions or revisions by the Authority to a drawing signed, sealed, and dated by a Registered Professional Engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the Engineer by the Authority shall be delivered to the Authority upon completion or termination of this Agreement. The Engineer, at the Engineer's own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the Project will be in accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the Engineer, if procurement services are required of the Engineer hereunder, all discounts, rebates and refunds shall accrue to the Authority. For some purchases, the Engineer may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the Engineer shall promptly notify the Authority so that a course of action may be mutually agreed upon by the Authority and the Engineer.

ARTICLE 13. Records, Accounting, Inspection. As to Special Services performed on a cost reimbursable or time and materials basis, the Engineer shall keep full and detailed records and accounts in a manner approved by the Authority. For Special Services performed on a cost reimbursable or time and materials basis, Engineer shall afford the Authority's authorized personnel and independent auditors, if any, full access to the work performed by the Engineer regarding the Project and to all of the Engineer's books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such cost reimbursable or time and materials work under this Agreement, and the Engineer shall preserve all such records for three (3) years after final payment. The Engineer shall deliver to the Authority upon completion of such work, a statement of the cost of such cost reimbursable or time and materials work detailed according to the accounting procedures of the Authority. Engineer shall be entitled to exclude from any such inspection or audit any accounting information relating to the composition of fixed or unit prices and established rates for test equipment, computer and reprographics.

ARTICLE 14. Subcontracting and Assignment. The Engineer shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to such subconsultants.

The Engineer, and the Authority, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract. The Engineer shall not assign, subcontract or transfer its interest in this contract without the prior written consent of the Authority.

ARTICLE 15. Patents. The Engineer shall indemnify and save the Authority harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the Engineer or from the use of any process designed by the Engineer or effected by said apparatus or equipment, and the Engineer shall indemnify and save the Authority harmless from

and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that the **Authority** shall promptly transmit to the **Engineer** all papers ved on the **Authority** in any suit involving such claim of infringement, and provided further, that the **Authority** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five (5) years. The **Engineer** hereby grants to the **Authority** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer**'s work hereunder.

#### ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The Engineer shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the Authority, or any other confidential information given to the Engineer by any of the Authority's commissioners, elected officials, employees, or representatives or acquired by the Engineer during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the Engineer's possession prior to such disclosure to the Engineer by the Authority or which is or shall lawfully be published or become part of general knowledge from sources other than the Engineer or which otherwise shall lawfully become available to the Engineer from a source other than the Authority, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the Engineer in performing such work. Such information may, of course, be disclosed to the proper officials

or employees of the **Authority** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Authority**, effectuating the purposes of this Article.

16.2 Inventions. The Engineer shall communicate to the Authority at once, and require the Engineer's employees assigned to this Project to communicate to the Authority all inventions and improvements which any of the Engineer's employees, either alone or in conjunction with any of the Authority's employees may conceive, make or discover during the course of or as a result of work on this Project under this or any ensuing agreement with the Authority that relates to the processes, products, compositions, machinery or plants of the Authority, or relating in any way to any of the operations in which the Authority has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the Authority without any obligation on its part to make any payment therefore in addition to any sums which the Authority may be obligated to pay to the Engineer as compensation for services rendered by the Engineer under contract with the Authority. The Engineer shall require its employees to execute patent applications and assignments thereof to the Authority or its nominees, and powers of attorney relating thereto for any country the Authority may designate, and shall take all other actions as the Authority may request to maintain and protect such inventions and improvements. The Authority shall pay all costs or charges incurred in protecting such inventions and improvements if the Authority desires to protect them. Before assigning any of the Engineer's employees to work under any contract with the Authority concerning this Project, the Engineer shall obtain from them agreements satisfactory to Authority complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

#### ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The Engineer shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the Authority in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

#### 17.2 Warranties.

- (a) The Engineer warrants that engineering design work performed by the Engineer hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.
- (b) Notwithstanding anything to the contrary contained in this Agreement, the Authority and the Engineer agree and acknowledge that the Authority is entering into this Agreement in reliance on the Engineer's experience and abilities with respect to performing the Engineer's services hereunder. The Engineer accepts the relationship of trust and confidence established between it and the Authority by this Agreement. The Engineer covenants with the Authority to use the Engineer's best efforts, skill, judgment and abilities to design the Project and to further the interests of the Authority in accordance with the Authority's requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The Engineer represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Engineer's services.
- (c) The Engineer represents, covenants and agrees that all of Engineer's services to be furnished by the Engineer under or pursuant to this Agreement from the inception of the Agreement until

the **Project** has been fully completed, shall be of the standard and quality which prevail among environmental professionals of similar experience, knowledge, skill and ability engaged in environmental work throughout Texas under the same or similar circumstances involving a project such as the **Project**.

(d) In connection with the Engineer's performance of procurement services hereunder, if any, the Engineer shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit the Authority.

ARTICLE 18. Engineer's Resources. The Engineer shall furnish and maintain, at the Engineer's own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The Engineer shall provide a manager (Project Manager) for the Project that is an environmental professional. The Project Manager shall have such knowledge and experience as will enable the Project Manager to perform the duties required for the services under this Agreement. The Engineer may not change the Project Manager during the course of the Project without prior consent of the Authority. If, due to situations beyond the control of the Engineer, the Engineer must change the Project Manager prior to the completion and acceptance of the Project, the Engineer will submit a request to change the Project Manager to the Authority for approval.

18.2 Employees of the Engineer. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the Engineer who, in the opinion of the Authority, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the Project when so instructed by the Authority. The Engineer certifies that the Engineer presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the Project. Recognizing that there will be several members of the Project Team participating in the development of the Project, and taking into consideration that the Authority has a significant investment in the development of the Project, there is a need for the Engineer to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient Project. Therefore, the Engineer shall provide the Authority with documents and information in accordance with the special requirements outlined in EXHIBIT "G"- Computer Documents and Information Exchange, attached hereto and made a part of this Agreement.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the Engineer and its agents, partners, subcontractors, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Authority, the Authority's respective directors, elected officials, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the Engineer's services through activities of the Engineer, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the Engineer or of any person employed or contracted by the Engineer provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer may be legally liable. The Engineer shall also save

harmless the Authority from any and all expense, including, but not limited to, attorney fees which may be incurred by the Authority in litigation or otherwise resisting said claim or liabilities which may be imposed on the Authority as a result of such activities by the Engineer, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the Engineer shall not be responsible for any portion of the liability proximately caused by the Authority's negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article not be construed to eliminate or reduce any other indemnification or right which the Authority or any of the Indemnitees has by law.

ARTICLE 21. Insurance. The Engineer shall obtain and maintain insurance in the minimum limits of liability for each of the types of insurance coverage identified as follows:

- (1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the Authority in limits of liability not less than the benefits allowed under the Texas Workers' Compensation Law ("Statutory Texas").
- (2) Commercial General Liability, endorsed with the Authority as an additional insured to the extent of the liabilities assumed by Engineer and endorsed with a waiver of subrogation in favor of the Authority, in limits of liability not less than two million dollars (\$2,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) Professional Liability in limits of not less than two million dollars (\$2,000,000) on a claimsmade basis.

(4) Texas Business Automobile Policy, endorsed with the Authority as an additional insured and endorsed with a waiver of subrogation in favor of the Authority, in limits of liability not less than two hundred fifty thousand dollars (\$250,000) each person for bodily injury, five hundred thousand dollars (\$500,000) each occurrence for bodily injury, and one hundred thousand dollars (\$100,000) each occurrence for property damage.

The Engineer agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The Engineer shall furnish the Authority with a certificate of insurance showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The Engineer will be considered in breach of contract should the Engineer fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the Engineer agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Project by the Authority.

The insurance limits listed in this Article are established as contractual requirements and are not to be considered indicative of the ultimate amounts and types of insurance that Engineer maintains. Any additional insurance that Engineer maintains for its own purposes will not apply to additional insured or subrogation requirements nor cover Authority, an Affiliate or User for matters for which Engineer does not provide defense or indemnity as reflected in Article 19.

ARTICLE 22. Compliance with Laws. The Engineer shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage

statutes and regulations, and licensing laws and regulations. When required, the Engineer shall furnish the Authority with satisfactory proof of its compliance therewith.

ARTICLE 23. Noncollusion. The Engineer warrants that the Engineer has not employed or retained any company or persons, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that the Engineer has not paid or agreed to pay any company, the person or entity any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability or, in the Authority's discretion, to deduct from the Basic Services Fee and/or Special Services Fee, as identified in Articles 5.1, and 5.2, hereto and respectively, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The Authority mandates that the Engineer and employees of the Authority conduct themselves in accordance with the applicable Cameron County Regional Mobility Authority ethics requirements. Failure on the part of the Engineer to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of this Agreement at the sole option of the Authority.

ARTICLE 26. Disputes. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

**AUTHORITY:** 

**Cameron County Regional Mobility Authority** 

1100 East Monroe Brownsville, TX 78521

**ENGINEER:** 

mailing.

S&B Infrastructure, Ltd. 5408 North 10<sup>th</sup> Street McAllen, Texas 78504

The address may be changed by either party by written notice, and notice so mailed shall be effective upon

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the Engineer and the Authority relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the Authority or the Engineer not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this **Agreement** or of any terms thereof shall be binding on the **Authority** unless in writing and executed by an officer or employee of the **Authority** specifically authorized to do so.

(c) No waiver of any provision of or a default under this **Agreement** shall affect the right of the **Authority** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the Authority's rights with respect to any liabilities, whether or not liquidated, of the Engineer to the Authority theretofore accrued.

- (e) All rights and remedies of the Authority specified in this Agreement are in addition to the Authority's other rights and remedies.
- (f) The Engineer shall remain an independent contractor and shall have no power, nor shall the Engineer represent that the Engineer has any power, to bind the Authority or to assume or to create any obligation express or implied on behalf of the Authority except as specifically authorized in advance by the Authority.
- (g) This Agreement shall be construed under the laws of the State of Texas and is performable in Cameron County, Texas.
- (h) This Agreement may only be amended by a written document executed by the Authority and the Engineer as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty. The undersigned signatory or signatories for the Engineer hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the Engineer. The above-stated representations and warranties are made for the purpose of inducing the Authority to enter into this Agreement.

	S WHEREOF, the Engineer and the Authority have caused this Agreement
for <b>Professional Ser</b>	vices to be effective as of the // the day of February 2013.
	ENGINEER: S&B INFRASTRUCTURE, LTD.
	BY: And A. Q. Daniel O. Rios, PE, Senior Vice-President
	AUTHORITY: CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
ATTEST:	BY: David Allex, RMA Chairman
Ruben Gallegos, Jr., Ri	MA Secretary
ATTACHMENTS: EXHIBIT A EXHIBIT C EXHIBIT D EXHIBIT E EXHIBIT F EXHIBIT G	-Scope of Services to be Provided by the Authority -Scope of Services to be Provided by the Engineer -Schedule of Work -Contract Rates -Work Authorization Form -Supplemental Agreement Form -Computer Graphics Files

### **EXHIBIT "A"**

#### Services to be Provided by the Authority

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

#### **GENERAL**

The Authority will provide to the Engineer the following:

- (1) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain an agreed-upon work schedule.
- (4) Provide all Pass-Through documents to the Engineer as needed.
- (5) Coordinate with TxDOT for Pass-Through items as needed. The Authority will negotiate and approve all change orders and other contract revisions that the Authority finds necessary or convenient to accomplish the construction activities for the Project. For change orders and other contract revisions that affect prior environmental approvals or result in non-conformity with the specifications and standards agreed upon for the Project, the Authority must assess any potential environmental effects and any additional or revised environmental permits, issues, coordination, mitigation, and commitments required as a result of the contract revisions.

## EXHIBIT "B"

#### Services to be Provided by the Engineer

#### **GENERAL**

For this Work Authorization, the Engineer shall perform activities for the development of the following phase:

#### CONSTRUCTION

The work to be furnished by the Engineer under this Work Authorization shall consist of engineering services and construction phase services required for the to perform activities associated with the construction of SH 550 Direct Connectors at U.S. 77/83 in Cameron County, Texas.

The Engineer shall furnish all equipment, materials, supplies, and incidentals as needed to perform these services, except as otherwise specified in ATTACHMENT "A".

The Engineer shall perform all work efforts and prepare all deliverables in accordance with the applicable/current requirements of the American Association of State Highway and Transportation Officials (AASHTO), the American Society for Testing and Materials (ASTM), and the Texas Department of Transportation's (TxDOT) specifications, standards, and manuals. Whenever possible, TxDOT's standard drawings, standard specifications or previously-approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall to the extent possible, incorporate references to approved TxDOT test procedures.

The **Engineer** shall develop/submit a work schedule with milestone activities showing critical path and/or deliverables identified.

The Engineer shall proactively manage the development of the Project in accordance with the general coordination requirements of the bid documents and with the below Construction items listed in Attachment D Item 5 Consisting of Items 5.1 and 5.5 (listed below) of the Pass Through Agreement executted 02/22/2012 with Contract No. PT 2011-013-01:

- 5.1 The **Authority** will supervise and inspect all work performed during construction and provide engineering inspection and testing services as may be required to ensure that the **Project** is accomplished in accordance with the approved plans and specifications.
- 5.1.1 Unless the parties enter a separate agreement to the contrary, all correspondence and instruction to the contractor performing the work will be the sole responsibility of the **Authority**.
- 5.1.2 All work will be performed, unless otherwise specifically stated in the contract documents for the **Project**, in accordance with the latest edition of the Department's Guide Schedule for Sampling and Testing, the Quality Assurance Program Manual, the Construction Contract Administration Manual, and the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges or special specifications or provisions approved by the Department.
- 5.5.1 Within six (6) months after issuance of the "Letter of Acceptance" for a highway improvement, the Authority will provide to the Department all documents and submittals

identified in the Department's Construction Contract Administration Manual. This documentation includes:

- 1) Record Drawings and Final Construction Records
- 2) Engineer Certification of Project Completion

The following is a list of detailed descriptions of specific services to be provided by the Engineer:

## **CONSTRUCTION**

The Engineer shall provide engineering construction support services for the authorized construction contract of the Project. Specific activities, tasks, and/or special services will include:

#### **Construction Award**

(1) Upon Award of Contract coordinate Pre-Construction Meeting.

#### **Project Site Observation**

- (2) In general, the Engineer shall provide the engineering support and data required for consultation and advisement to Authority and to protect the Authority against defects and deficiencies in the work of the Contractor.
- (3) Daily and Weekly Reports. The Engineer shall provide the engineering support and data required to monitor the Contractor's progress with updates into a daily diary and weekly progress reports.
- (4) Contractor Payment. The Engineer shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.
- (5) The Engineer will provide Project site observation of the authorized construction contract as follows:
  - (a) **Project Engineer**. The **Engineer** will provide weekly project site visits by the **Project Engineer** or a competent representative of the **Engineer**. The **Project Engineer** or a competent representative of the **Engineer** will attend all monthly meetings to ensure progress and conformance to the construction contract plans and specifications.
  - (b) Construction Inspector. The Engineer will furnish the services of (1) full time construction inspectors for continuous on-the-site construction observation. Additional inspectors shall be provided as required typically during major concrete pours, setting of beams, or when multiple contractor work crews are on site.
  - (c) **Record Keeper.** The **Engineer** shall have on board a record keeper to support the Construction Inspector approximately 25% of time.
  - (d) **Verification Surveys.** The **Engineer** shall spot verify elevations on an as needed basis. The verifications shall be predominately at footing locations, bridge cap locations and elevation and slab elevations.
- (6) Control of Materials & Equipment. The Engineer shall provide observation of all materials and equipment furnished/used by the Contractor as follows:
  - (a) Review all laboratory, shop and mill tests of materials and equipment for compliance

(7) Shop Drawings. The Engineer shall review and check all shop or working drawings furnished by the Contractor that are related to the Direct Connectors and Guide Signs. Below is the listing of the proposed drawings to be reviewed.

Northbound and Southbound Direct Connectors and Main Lane Bridge

- Abutments
- Bents
- Girders
- Footings
- Rail
- Slab and Framing
- Falsework
- Retaining Walls

#### Culverts

- Pre-Cast Culverts
- Pre-Cast Inlets

#### Large Guide Signs

- Foundations
- Frames
- (8) Change Orders. When applicable, the Engineer will prepare the Engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the Authority. This work will be handled through a supplemental work order.
- (9) Final Acceptance

As-Built Drawings. The Engineer shall develop as-built drawings and provide an Engineering Certification of Completion.

# EXHIBIT "C" Schedule of Work

The Engineer shall develop, and provide to the Authority, a project schedule with critical path shown for each Work Authorization. The schedule will identify milestones for the development of the Work Authorization.

The Engineer will diligently pursue the completion of the Project and each Work Authorization as defined by the milestones and deliverable due dates outlined in each associated schedule of work.

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

# EXHIBIT "D" Contract Rates

## **FEE SCHEDULE**

## **S&B Infrastructure, LTD**

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Principal	\$86.82	\$290.12
Project Manager	\$58.00	\$193.81
Senior Structural Engineer	\$57.89	\$193.45
Engineer (V)	\$57.89	\$193.45
Environmental Specialist	\$49.52	\$165.47
Engineer (III)	\$41.67	\$139.24
Project Inspector (V)	\$28.00	\$93.56
Project Inspector (I)	\$22.00	\$73.52
Record Keeper	\$25.00	\$83.54
Engineer Tech	\$30.00	\$87.14
CADD Operator	\$22.00	\$73.52
Admin/Clerical	\$20.00	\$66.83
Negotiated Overhead Rate:198.36%  Negotiated Profit Rate: 12.0%	Contract Rates include laboral All rates are negotiated rate adjustment.	or, overhead, and profit is and are not subject to change or
Multiplier: <u>3.3416</u>		

## **RATE SCHEDULE**

## **HNTB Corporation**

**Direct Labor** 

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate		
Senior Technical Advisor	\$100.00	\$285.35		
Project Principal	\$78.00	\$222.57		
Project Director	\$75.00	\$214.02		
Senior Project Manager	\$68.50	\$195.47		
Deputy Project Manager	\$64.50	\$184.05		
Senior Engineer	\$57.50	\$164.08		
Construction Manager	\$58.00	\$165.51		
Construction Inspector	\$19.00	\$54.21		
Schedule Manager	\$43.00	\$122.71		
Engineer	\$41.50	\$118.42		
Env Project Director	\$66.50	\$189.76		
Senior Environmental Planner	\$51.00	\$145.53		
Environmental Planner III	\$43.50	\$124.13		
Environmental Planner II	\$36.50	\$104.15		
Information Technology Engineer	\$52.00	\$148.38		
Public Involvement Director	\$49.00	\$139.82		
Public Involvement/Outreach	\$43.50	\$124.13		
Public Invovement Rep.	\$23.00	\$65.63		
Technician	\$36.50	\$104.15		
Senior Project Administrator	\$39.50	\$112.71		
Project Administrator	\$31.50	\$89.88		
Clerical/Administrative	\$18.50	\$52.79		
Negotiated Overhead Rate:148.13%	Contract Rates include labor, All rates are negotiated rates			
Negotiated Profit Rate: 15.0%	** Contracted Rates shall esc first adjustment taking place. thereafter for the duration of	July 1, 2013 and each July 1st		
Multiplier: 2.8535	increaser for the duration of t	me compact.		

## EXHIBIT "D" Laboratory Contract Rates

## L&G Engineering Laboratory



## L&G Engineering Laboratory

Geotechical - Construction Meterial Testing

#### **Direct Labor**

	Hourly Base Rate		Base Contract Rate FY 12		Contract Rate FY 13		Contract Rate FY 14		Contract Rate FY 15	
15	7	s		\$	-	S		Š		
3	69.00	S	244,95	S	252.30	S	259.87	S	267.66	
3	55.00	\$	195.25	S	201.11	S		3	213.35	
15	45.00	5	159.75	S	164.54	\$	169.48	Š	174.56	
S	40.00	\$	142.00	S	148.26	S	150.65	Š	155.17	
S	28.00	\$	99.40	S					108.62	
15	30.00	\$	106.50	S				_	116.38	
5	34.00	\$	120.70	\$	124.32	\$	128.05	S	131.89	
\$	28.00	S	99.40	\$	102.38	5	105.45	S	108.62	
S	26.00	5	92.30	S	95.07	S	97.92	Š	100.86	
\$	26.00	\$	92.30	\$	95.07	\$			100.88	
\$	23.00	\$	81.65	S	84.10	S			89.22	
3	21.00	5	74.55	S					81.46	
\$	16.00	\$	56.80	S					62.07	
5	16.00	\$	56.80	S	58.50	18	60.26	S	62.07	
\$	22.00	\$	78.10	\$	80.44	\$			85.34	
\$	43.00	\$	152.65	\$	157.23	\$	161.95	S	166.80	
\$ 5	25.00	\$	88.75	S					96.98	
\$	15.00	\$							58.19	
	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 69.00 \$ 55.00 \$ 45.00 \$ 28.00 \$ 30.00 \$ 34.00 \$ 26.00 \$ 26.00 \$ 26.00 \$ 23.00 \$ 21.00 \$ 16.00 \$ 22.00 \$ 12.00 \$ 15.00	\$ \$ \$ 69.00 \$ \$ 55.00 \$ \$ 45.00 \$ \$ 45.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 28.00 \$ \$ 29.00 \$ \$ 18.00 \$ \$ 18.00 \$ \$ 22.00 \$ \$ 3 25.00 \$ \$ 3 25.00 \$ \$ 3 25.00 \$	\$ - \$ - \$ - \$ - \$   \$ - \$   \$ 69.00 \$ 244.95 \$ 55.00 \$ 195.25 \$ 45.00 \$ 159.75 \$ 40.00 \$ 142.00 \$ 28.00 \$ 99.40 \$ 30.00 \$ 106.50 \$ 34.00 \$ 120.70 \$ 28.00 \$ 99.40 \$ 26.00 \$ 92.30 \$ 26.00 \$ 92.30 \$ 23.00 \$ 81.65 \$ 21.00 \$ 74.55 \$ 16.00 \$ 56.80 \$ 120.00 \$ 74.55 \$ 16.00 \$ 56.80 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 78.10 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 28.00 \$ 22.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 20.00 \$ 2	\$ - 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Audited Rate: 217.19% (From FY 2010 OH)

Profit Rate: 12%

Multiplier: 3.55 (to Base Contract Rate)

~ Contract Rates include labor, overhead, and profit

~ Base Contract Rates FY 12 Increased by 3% per FY (FY 13, 14 and 15) ~ All rates are negotiated rates and are not subject to change or adjustment

#### Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	\$85/night / Maximum Cost Current State Rates
Meals	\$36/day / Maximum Cost Current State Rates
Mileage	\$0.55/mle / Fixed Cost
Car Rental	\$75.00/day / Maximum Cost
Air Travel (Coach/Business Class)	At Cost / Meximum Cost
8 1/2" X 11" copies	\$1.00/sheet
11" X 17" copies	\$1.50/sheet
11" X 17" Mytar	\$2.00/sheet
Overnight Mail - Letter Size	\$15.00/Each
Overnight Mail - Oversized Box	\$38,00/Each

### **CONSTRUCTION MATERIAL TESTING SERVICES**

### Solls Testing

DOLD I WHAT		
Moisture Content Determination	ASTM D 2216 - Tex-103-E	\$8.50/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	\$45.00/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	\$45.00/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	\$65.00/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	\$60.00/Ea.
Particle Size Analysis of Soils (Gradation)	ASTM D 422 - Tex-110-E	\$60.00/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	\$60.00/Ea.
Lime Series Testing (PI Relation)	Tex-112-E	\$400.00Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	\$165.00/Ea.
Standard Proctor	ASTM D 698	\$160.00/Ea.
Modified Proctor	ASTM D 1557	\$165.00/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	\$25.00/Ea.
Determination of Soil pH	Tex-128-E	\$70.00/Ea.
Soil-Lime Testing	Tex-121-E (Part I)	\$140.00/Ea.
Resistivity of Soils	Tex-129-E	\$85.00/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	\$180.00/Ea.
Triaxial Compression Test (Dist. Soil & Base)	Tex-117-E	\$350.00/Ea.
Coarse and Fine Aggregate Quality Testing		
Sieve Analysis (Dry)(4 Sieve)	ASTM C 136 - Tex-200-F	\$65.00/Ea.

Sieve Analysis (Dry)(4 Sieve)	ASTM C 136 - Tex-200-F	\$65.00/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	\$65.00/Ea.
Sieve Analysis (Concrete Aggr.)(5 Sieve)	Tex-401-A	\$65.00/Ea.
Sieve Analysis (Additional Sieves)	All Methods	\$12.00/Ea.
Deleterious Material (Coarse Aggr.)	Tex-217-F (Part I)	\$40.00/Ea.
Deleterious Material (Concrete Aggr.)	Tex-413-A	\$40.00/Ea,
Decantation (Coarse Aggr.)	Tex-217-F (Part II)	\$10.00/Ea.
Decantation Test (Fine Aggr Conc.)	ASTM C 117 - Tex-406-A	\$40.00/Ea.
Specific Gravity/Absorp. (Concrete Aggr)	ASTM C 127 - Tex-403-A	\$75.00/Ea.
L.A. Abrasion	ASTM C131 - Tex-410-A	\$500.00/Ea.
Soundness (5 Cycle Magnesium Sulfate)	ASTM C 88 - Tex-411-A	\$500.00/Ea.
SSD Unit Weight of Aggregates	ASTM C 29 - Tex-404-A	\$60.00/Ea.
Percent Voids/Solids in Conc. Aggr.  *(In Conjunction w/ SSD Unit Wt of Aggregates)	Tex-405-A	*\$15.00/Ea.
Sand Equivalent	ASTM D 2419 - Tex-203-F	\$75.00/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	\$75.00/Ea.
Organic Impurities (Fine Aggr.)	ASTM C 87 - Tex -408-A	\$45.00/Ea.
Fineness Modulus (Fine Aggr.)	Tex-402-A	\$15.00/Ea.
Flat & Elongated Particles (Coarse Aggr.)	Tex-280-F	\$60.00/Ea.
Coarse Aggr. Ang Crushed Face (Coarse Aggr.)	Tex-460-A (Part I)	\$80.00/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	\$75.00/Ea.

<u>Laboratory</u>; L&G Engineering Laboratory, LLC <u>Owner</u>; S&B Infrastructure, Ltd.

Pavement T	esting (Mix	and Roadway	) / Asphalt Quality
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Tavement Testing (MIX and Mondayay) , Aspirant O	<u> </u>	
Sieve Analysis (Paving Mix Gradation)	Tex-236-F / Tex-200-F	\$90.00/Ea.
Asphalt Content	Tex-236-F	\$90.00/Ea.
Voids in Mineral Aggr. (VMA)	Tex-207-F	\$110.00/Ea.
Boil Test (Effect of Water on Paving Mix)	Tex-530-C / Tex-531-C	\$80.00/Ea.
Indirect Tensile Strength Test	Tex-226-F	\$600.00/Ea.
Moisture Content (Paving Mix)	Tex-212-F (Part II)	\$15.00/Ea.
Lab Molded Density	Tex-207-F	\$80.00/Ea.
Hamburg Wheel Tracker	Tex-242-F	\$900.00/Ea.
Field Coring – ACP Thickness	ASTM D 3549	\$55.00/Ea.
Pavement Thickness Determination (Full Depth)	ASTM D 3549	\$55.00/Ea.
Density of Asphaltic Cores (4 or 6 inch) (Set of 2)	Tex-207-F	\$65.00/Set
In-Place Air Voids	Tex-207-F	\$25.00/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	\$90.00/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	\$180.00/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (Part IV)	\$ 35.00/Ea.
Segregation Profile	Tex-207-F (Part V)	\$300.00/Ea.
Joint Density	Tex-207-F (Part VII)	\$300.00/Ea.
Tack Coat Adhesion	Tex-243-F	\$100.00/Ea.
Thermal Profile	Tex-244-F	\$175.00/Ea.
Ride Quality	Tex-1001-S	S At Cost
Pavement Investigation (All Inclusive - QA Verification)		
Includes Core Existing Asphalt for Thickness, Perfor		
Sieve Analysis & Plasticity Index Stabilized Subgrad	le Thickness & Plasticity Index	\$400 00/15a

Sieve Analysis & Plasticity Index, Stabilized Subgrade Thickness & Plasticity Index

\$400.00/Ea.

### Concrete and Masonry Field and Laboratory Testing

Temperature Test (Fresh Mix Conc.) Slump Test Air Content (Pressure Method) Air Content (Volumetric) Casting of Concrete Cylinders Cylindrical Specimen Prep./Hold/Cure Compressive Strength of Cyl. Specimen	Tex-422-A ASTM C 143 - Tex-415-A ASTM C 138 - Tex-416-A ASTM C 173 ASTM C 31 - Tex-447-A ASTM C 192 - Tex-447-A ASTM C 39 - Tex-418-A	No Charge* No Charge* \$25.00/Ea. \$35.00/Ea. No Charge* \$10.00/Ea. \$15.00/Ea.
~Total Cost Per Cyliner =	1101111 0 35 1 111 110 11	\$25.00/Ea.
Casting of Grout Prisms Grout Prism Prep./Cure/Compressive Strength Casting of Mortar Cubes Mortar Cube Prep./Cure/Compressive Strength Masonry Unit Prep. /Compressive Str. (Set of 3) Masonry Unit SPG/Abs./Unit Wt. (Set of 3) *(In Conjunction w/ Field Inspection)	ASTM C 1019 ASTM C 39 ASTM C 780 ASTM C 109 ASTM C 140 ASTM C 140	No Charge* \$30.00/Ea. No Charge* \$30.00/Ea. \$200.00/Set \$200.00/Set

### Miscellaneous Testing

Drilled Shaft Slurry Density	Tex-130-E (Part II)	\$20.00/Ea.
Drilled Shaft Slurry Sand Content	Tex-130-E (Part III)	\$15.00/Ea.
Drilled Shaft Slurry Viscosity	Tex-130-E (Part IV)	\$20,00/Ea.

<u>Laboratory:</u> L&G Engineering Laboratory, LLC <u>Owner:</u> S&B Infrastructure, Ltd.

Agreement for Engineering Services
Project: SH 550 Const. Manage., Insp. & Testing

### Engineering Review, Evaluation, Management & Administration

Test Report.....\$18.00/Ea.

The specific hourly rate within each classification listed under Direct Labor depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be resessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

A Project Administrative Fee will be assessed on a per invoice basis equal to 15% fixed fee adjustment. This Project Administrative Fee includes engineering review, oversight, evaluation, management and administration.

### Expenses:

All other project specific, third-party costs will be charged at cost plus 15 percent. Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

## **FEE SCHEDULE**

# Dos Logistics Inc. 1002 E. Expressway 83 Weslaco, Tx 78596

## **Direct Labor**

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Principal	\$72.12	\$176.90
Project Manager	\$50.00	\$122.64
Senior Structural Engineer	\$46.44	\$113.91
Senior Engineer	\$46.44	\$113.91
Environmental Specialist	\$35.00	\$85.84
Project Engineer	\$38.00	\$93.21
Design Engineer	\$25.00	\$61.32
Engineer in Training (EIT)	\$23.50	\$57.64
Senior Engineering Tech	\$25.50	\$62.54
Project Inspector V	\$28.00	\$68.68
CADD Operator	\$20.00	\$49.05
Construction Inspector	\$24.00	\$58.87
Admin/Clerical	\$19.82	\$48.61
Negotiated Overhead Rate:219.00%	Contract Rates include labor All rates are negotiated rates adjustment.	, overhead, and profit and are not subject to change or
Negotiated Profit Rate: 12.0%		
Multiplier: <u>2.4528</u>		

## **EXHIBIT "E"**

### Work Authorization Form

## **WORK AUTHORIZATION NO. 1**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY ("Authority") and S&B INFRASTRUCTURE, LTD., professional engineers of McAllen, Texas, hereinafter called the ("Engineer").

PART 1.	Scope of Work. The purpose of this Work Aut	horization is to		
		(incorporated	herein	 by
reference as	the "Project").	, <u>-</u>		
	of services to be provided by the Authority is identified to be provided by the Authority attached here		HMENT "A	<b>A"</b> –
	of services to be provided by the Engineer is identified to be provided by the Engineer attached here		HMENT "I	В" –
is <b>\$</b>	Estimated Cost. The estimated cost for service.  This amount is based upon the costs outline reto as ATTACHMENT "D".			
PART 3. under this VAgreement.	Work Authorization shall be made in accordance			
	eptance of the parties hereto, and all work associan rformed within the time period identified in the <i>Pr</i>	ted with this World	k Authoriz	ation

PART 5. Respo parties' responsibilities	nsibilities and Obligation es and obligations provided	ns. This Work Authorization dunder the Agreement.	n does not waive the
PART 6. Acceptan and acknowledged as	ce and Acknowledgemen indicated below and effect	t. This Work Authorization tive as of day of	n is hereby accepted, 2013.
	THE ENGINEED S&B INFRASTR	R: RUCTURE, LTD.	
		,	
	THE AUTHORI CAMERON CO	TY: UNTY REGIONAL MOBII	LITY AUTHORITY
LIST OF ATTACHMEN	TS		
ATTACHMENT "A" ATTACHMENT "B" ATTACHMENT "C" ATTACHMENT "D"	<ul> <li>Services to be provid</li> </ul>	led by the Consultant	

# **EXHIBIT "F"**Supplemental Agreement Form

THE STATE OF TEXAS \$

\$
COUNTY OF CAMERON\$

## SUPPLEMENTAL AGREEMENT NO.

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

	IEREAS, the Authority and the Engineer executed the Agreement on the day of day of
	("Project").
WHEREA	S, Article of the Agreement, (article title), establishes
	; and,
WHEREA	S, it has become necessary to amend the contract to
	AGREEMENT
	EREFORE, premises considered, the Authority and the Engineer agree that said t is amended as follows:
I.	Article of the Agreement, (article title), is revised to

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

	THE ENGINEER: S&B INFRASTRUCTURE, LTD.	
	BY:, (officer title)	
	OWNER: CAMERON COUNTY REGIONAL MOBILITY AUT	HORITY
	BY:	
ATTEST:		

### **EXHIBIT "G"**

### Computer Documents and Information Exchange

**PURPOSE**. The purpose of this special provision is to define the format files and information exchange pertaining to automated/electronic/digital files. It is the intent of the **Engineer** and this Agreement to secure automated/electronic/digital files from all project team members, which are composed of elements of the same precision, integrity, singularity and attributes. In general, the **Engineer** shall provide to the **Authority** electronic files that can be reviewed and printed without additional conversion or modifications.

FORMAT OF ELECTRONIC FILES FURNISHED TO AUTHORITY BY THE ENGINEER. The Engineer shall deliver, as an end product, both reproducible prints as required as well as electronic files. These electronic files shall be furnished on a CD-ROM created utilizing DOS software and/or in a format compatible with Engineer's hardware and software. Delivery documentation relating to file storage on the designated delivery media must be provided.

**COMPATABILE SOFTWARE.** The following software are acceptable in the development of the **Project**:

Word Processing
Microsoft Word

■ Spreadsheets Microsoft Excel

Presentations
Microsoft Powerpoint

■ Scheduling Microsoft Projects

■ Graphics Microstation (dgn file format)

**PHOTOGRAPHS.** All photographs, if required to be provided by the **Engineer** in a report or otherwise, shall be provided in an electronic / digital format (ipeg).

3-H CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 1 WITH S&B INFRASTRUCTURE FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE SH 550 DIRECT CONNECTOR PROJECT

# **EXHIBIT "E"**Work Authorization Form

### WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY ("Authority") and S&B INFRASTRUCTURE, LTD., professional engineers of McAllen, Texas, hereinafter called the "Engineer".

**PART 1.** Scope of Work. The purpose of this Work Authorization is to provide professional services consisting of Construction Management Services for SH 550 from US 77/83 to 0.53 Miles East of Old Alice Road (incorporated herein by reference as the "**Project**").

The scope of services to be provided by the Authority is identified in ATTACHMENT "A" -Scope of Services to be provided by the Authority attached hereto.

The scope of services to be provided by the Engineer is identified in ATTACHMENT "B" -Scope of Services to be provided by the Engineer attached hereto.

- **PART 2.** Estimated Cost. The estimated cost for services under this Work Authorization is \$2,087,817.70. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as ATTACHMENT "D".
- PART 3. Payment. Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the Agreement.
- **PART 4.** Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the *Project Schedule* attached hereto as **ATTACHMENT "C"**.

**PART 5.** Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of // day of lehrung, 2013.

THE ENGINEER: S&B INFRASTRUCTURE, LTD.

BY:

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

THE AUTHORITY:

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

BY:

David Allex. Chairman

LIST OF ATTACHMENTS

ATTACHMENT "A"

Services to be provided by the Authority Services to be provided by the Engineer

ATTACHMENT "B" ATTACHMENT "C"

Project Schedule

ATTACHMENT "D"

**Estimated Cost Proposal** 

3-K	DISCUSSION REGARDING THE FM 803 REALIGNMENT PROJECT
3-K	DISCUSSION REGARDING THE FM 803 REALIGNMENT PROJECT
3-K	



3-L DISCUSSION REGARDING CAMERON COUNTY REGIONAL MOBILITY AUTHORITY 2013 GOALS

# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY PROJECT GOALS - 2013

### **U.S. 77**

- A. Work with TxDOT District Offices to identify funds needed to complete improvements (\$165 Million) June 2013
- B. Work with TxDOT & FHWA on the necessary Design Waivers through the King Ranch
- C. Coordinate with Willacy, Kennedy, Kleberg & Nueces Counties
- D. Develop options for Riviera, Driscoll & Ricardo February 2013
- E. Place I-69E signs on U.S. 77 May 2013

### SH 550

- A. Complete financing negotiations for DC's with County & TxDOT March 2013
- B. Begin construction of Direct Connectors February 2013
- C. Continue coordination of Conservation & Mitigation Easement with COE
- D. Coordinate long term site management with 3<sup>rd</sup> Party Conservation Entity
- E. Complete construction of 3.5 Mile Spur and Open Toll Gantries associated with Project March 2013

### East Loop

- A. Complete EA Process & Receive FONSI by December 2013
- B. Coordinate levee relocation with IBWC
- C. Coordinate Fence removal & relocation with DHS
- D. Complete Historical & Biological Studies
- E. Coordinate with USFWS & other State & Federal Agencies
- F. Continue coordination with USFWS & County on land swap
- G. Begin Design Phase 4th Quarter 2013
- H. Begin Process of Right of Way Acquisition 4th Quarter 2013
- I. Work on Plan of Finance with Financial Advisor June 2013

## SPI 2<sup>nd</sup> Access

- A. Continue Process to complete Final EIS
- B. Submit Final EIS to TxDOT & FHWA March 2013
- C. Begin Process of Financing/CDA February 2013
- D. CDA Legislation on 83<sup>rd</sup> Legislature May 2013

### **Outer Parkway**

- A. Complete Alignment Process August 2013
- B. Coordinate Environmental Process with TxDOT at State highway intersections August 2013
- C. Complete Environmental Process August 2013
- D. Begin process of environmental permitting, mitigation development and coordination with resource agencies (USFWS, COE & THC) February 2013
- E. Begin Process for Financing/CDA February 2013
- F. Begin Process for Design/Engineering August 2013

### 281 Connector

- A. Begin & Complete Alignment Process 4<sup>th</sup> Quarter 2013
- B. Begin Environmental Process 4th Quarter 2013

### FM 803

- A. Complete EA Document & Submit to TxDOT & FHWA June 2013
- B. Begin Process for Design/Engineering 4<sup>th</sup> Quarter 2013
- C. Begin Process for Right of Way Acquisition 4th Quarter 2013

### **General Brandt Road**

- A. Complete CE Process June 2013
- B. Begin Construction 4<sup>th</sup> Quarter 2013

### **Port Isabel Access Road**

- A. Complete Environmental/wetland studies February 2013
- B. Complete Design/Engineering 4<sup>th</sup> Quarter 2013
- C. Right of Way Acquisition 3rd Quarter 2013
- D. Begin Construction 4<sup>th</sup> Quarter 2013

### FM 509 Extension

A. Complete EA Document & Submit to TxDOT & FHWA – 4<sup>th</sup> Quarter 2013

### **Border Master Plan**

- A. Continue Coordination with City of Matamoros, State of Tamps., SCT, SRE, County, City, BND and DOS
- B. Complete Master Plan with Mexico 1<sup>st</sup> Quarter 2013

### **Olmito Switchyard Expansion**

- A. Coordinate construction with UP, TxDOT & FHWA
- B. Complete construction of RIP Facility 2<sup>nd</sup> Quarter 2013
- C. Begin operation of RIP Facility 2<sup>nd</sup> Quarter 2013
- D. Begin CE Process for Commerce Street Re-Alignment 3<sup>rd</sup> Quarter 2013
- E. Begin Construction on Commerce Street Re-Alignment 4th Quarter 2013

### West Rail Relocation

- A. Coordinate DHS Issues
- B. Complete construction in the U.S. & Mexico March 2013
- C. Transfer Presidential Permit to UP (Process with DOS) April 2013
- D. Coordinate mitigation efforts with COE
- E. Begin operation of new rail line including Mexico June 2013

### Veterans Bridge

- A. Complete construction June 2013
- B. Complete Bridge Connection (Tie In) on U.S. side March 2013
- C. Begin operation on U.S. side March 2013
- D. Work with Mexico on finalizing construction on Mexican side

### Spur 56

 $\overline{A}$ . Complete construction –  $2^{nd}$  Quarter 2013

### Sarita Overpass

A. Complete Construction – 4<sup>th</sup> Quarter 2013

### Master Plan SH 550

A. Partner with BND, City, BEDC & County to develop a Master Plan for SH 550

### Legislative Agenda

- A. Maintain Agenda for next Legislative Session
- **B.** Visit Delegation and Provide Quarterly Reports

### Flor De Mayo Bridge

- A. Execute Agreement with Cameron County to Manage Project
- **B.** Complete Feasibility Study
- C. Work on GSA Funding

### Marketing

- A. Implement an aggressive Toll Tag Marketing Program for the Port Spur Toll Gantry
- B. Develop a Direct Marketing Program
- C. Develop Toll Marketing Brochures
- D. Develop a Customer Information Newsletter that will be distributed Quarterly

3-N DISCUSSION REGARDING TRANSPORTATION RELATED LEGISLATION FILED TO DATE DURING THE 83<sup>RD</sup> LEGISLATIVE SESSION

Number Filed	Author	Code Section(s) Affected	Summary	Last Action Taken	Companions
HB 84 11/12/12	McClendon	Transp. Code §§ 455.006, 542.002, 545.058	Establishes a motor bus-only lane pilot program for highways in Bexar, El Paso, Tarrant, and Travis Counties.		
		î.	The program must provide for the use by motor buses of highway shoulders		
.5			as a low-speed bypass of congested highway lanes on state highway system		
			initiate the pilot program by December 31, 2013.		
		4	Note: Facilities maintained by a RTA are exempted from the pilot program		
			unless the authority consents; RMA facilities are not similarly exempted		
			(but this only applies to roadways on the state highway system).		
			Substantially similar to HB 2327 from		
			last session which was vetoed by the Governor.		
HB 106 11/12/12 Larson	Larson	Transp. Code §§ 201.115,	Eliminates the DPS diversion by removing use by DPS from the list of		
			permissible uses of the state highway		
			Tund.		
			Note: Substantially similar to HB 1131 from last session.		

Author	Code Section(s)	Summary	Last Action	Companions
	Affected		Taken	1
Tra	Transp. Code § 370.040	Provides that RMAs are subject to review by the Sunset Advisory Commission as if the RMAs were a		
		state agency but may not be abolished. Requires RMAs to nav the cost		
		incurred by the Sunset Advisory		
		Commission in performing a review of the RMA.		X.
		Note: Substantially similar to HR 2051		
		from last session.		
Tra	Transp. Code §§	Provides that the Texas Transportation		
201		Commission shall be composed of		
Elec	Election Code § 52.092	three statewide elected officials.		
-		Members of the Commission would		
		serve staggered six-year terms, with the		
		term of one member expiring February		
		members of the Commission would		
		elect the Chair from among		
		themselves.		
		Note: Substantially similar to HB 2350		
		from last session.		
Tr	Transp. Code § 472.036	Requires a voting member of a		
		metropolitan planning organization that		
		serves a county with a population of		

Bill	Date Filed	Author	Code Section(s) Affected	Summary	Last Action Taken	Companions
				more than 1.7 million and in which more than 75 percent of the population resides in a single municipality to be an elected official.		
				Note: Substantially similar to HB 664 from last session.		
HB 121	11/12/12	Larson	Transp. Code §§ 451.502, .5022, .504, .506, .509, .510, .513, .516	Provides that board members of a metropolitan rapid transit authority created before 1980 in which the principal municipality has a population of less than 1.9 million shall be elected		
=				by the registered voters of the authority.		
HB 341	01/03/13	Pitts	Transp. Code § 366.165	Provides for the exclusion of mineral interests from the property interests that may be condemned by a regional tollway authority.		
HB 474	01/11/13	Martinez	Transp. Code § 632.320328	Allows the Transportation Commission to authorize a RMA to issue oversize or overweight vehicle permits for certain roads in Hidalgo County. The bill would only apply to the Hidalgo		
				County KIMA as it provides that the RMA must serve the same geographic location as the roads over which the permit is valid. The permit fee may		

Bill	Date	Author	Code Section(s)	Summary	Last Action	Companions
				not exceed \$80 per trip and may only be used for the construction and maintenance of the roads specified in the bill and for the RMA's administrative costs, which may not exceed 15 percent of the fees collected. The RMA is required to provide funds for the maintenance of the state highways specified in the bill.		
HJR 22	11/12/12	Pickett	Const. Art. VIII, § 7-a	Seeks to end the diversion of the revenue from motor fuels taxes for the payment of principal and interest on county and road district bonds or warrants voted or issued prior to January 2, 1939, and declared eligible prior to January 2, 1945, for payment out of the County and Road District Highway Fund. Provides for a reduction in funding for diversions by 20 percent each biennium, contingent upon general revenue being three times higher than the amount of diversions from the preceding biennium.  Note: Substantially similar to HJR 64 from last session.		
HJR 29	11/12/12	Larson	Const. Art. VIII, §§ 7-a,	Provides that 3/4 of the net revenue from		

Bill	Date Filed	Author	Code Section(s) Affected	Summary	Last Action Taken	Companions
			7-b	motor fuels taxes shall be used for the sole purpose of acquiring ROW and constructing and maintaining public roadways; eliminates the constitutional authority to use motor fuel tax revenues for supervision of traffic and safety. (Remaining ¼ of net revenues still allocated to Available School Fund.) Includes a temporary provision stating that the amendment does not apply until FY 2015.		
				from last session.		
<u>SB 159</u>	01/04/13	Carona	Transp. Code § 541.201	Amends the definition of an authorized emergency vehicle to include a county-owned or county-leased emergency management vehicle that has been designated or authorized by the commissioners court (and would in turn require RMAs to exempt such vehicles from tolls).		
<u>SB 167</u>	01/09/13	Deuell	Gov't Code § 2252.907	Provides that a governmental entity that enters into a construction contract must require that the contractor ensure that all employees working on the general construction site that is the		

As of 1/13/13

Bill	Date	Author		Summary	Last Action	Last Action Companions
Mumber	rnea		Allected		Iaken	
				subject of the construction contract		
				have completed an OSHA approved,		
				construction and general industry		
			.5	safety training class that is at least 10		
				hours in duration.		