

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BE IT REMEMBERED on the 12th day of February 2015, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the Joe G. Rivera and Aurora de la Garza County Annex thereof, in San Benito, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

DAVID E. ALLEX arrived at 12:08 p.m.
CHAIRPERSON

DIRECTOR

DAVID N. GARZA
DIRECTOR

HORACIO BARRERA
DIRECTOR

MARK ESPARZA
DIRECTOR

NAT LOPEZ left at 1:05 p.m.
DIRECTOR

DIRECTOR

Secretary

MICHAEL SCAIEF
ABSENT

RUBEN GALLEGOS, JR.
ABSENT

ABSENT

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The Meeting was called to order by Vice Chairman Horacio Barrera, 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 9th day of February 2015 at 9:27 A.M.



AGENDA

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

**Joe G. Rivera and Aurora de la Garza County Annex
1390 West I69E
San Benito, Texas 78586**

Thursday, February 12, 2015 Accepted for Filing in:
Cameron County
12:00 Noon On: Feb 09, 2015 at 09:27A
By:
Alejandra Cuellar

PUBLIC COMMENTS:

1. Public Comments

PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS:

2. Presentations/Resolutions/Proclamations

- A. Presentation and Acknowledgement of the GEC Report for January 2015
- B. Presentation of the Status of the SH 550 Direct Connector Project for January 2015
- C. Presentation of the Marketing Efforts for the Month of January 2015

CONSENT ITEMS:

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

January 8, 2015 – Regular Meeting
 - B. Consideration and Approval of a Special Warranty Deed conveying right of way for Parcel 17 for the West Rail Relocation Project from the Cameron County Regional Mobility Authority to Cameron County
 - C. Consideration and Approval of a Special Warranty Deed conveying right of way for Parcel 18 for the West Rail Relocation Project from the Cameron County Regional Mobility Authority to Cameron County

ITEMS FOR DISCUSSION AND ACTION:

4. Action Items

- A. Approval of Claims**
- B. Consideration and Approval of Financial Statements for January 2015**
- C. Consideration and Appointment of Vice-Chairman, Secretary and Treasurer**
- D. Consideration and Approval of an Interoperability Agreement between the Cameron County Regional Mobility Authority and the City of Pharr, Texas**
- E. Discussion and Possible Action regarding financing options for Cameron County Regional Mobility Authority System Projects including SH 550 Direct Connector, SH 550 Segments I and II, East Loop, 281 Connector, SPI 2nd Access, Outer Parkway, FM 1925 and FM 509**
- F. Discussion and Possible Action regarding the request from the Rio South Texas Economic Council**
- G. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 40 with HNTB for the West Rail Relocation Project**
- H. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 4 with HNTB for Work associated with International Advisor Services for the for the West Rail Relocation Project**
- I. Consideration and Approval of Work Authorization No. 1 with S&B Infrastructure for General Consulting Engineering Services**
- J. Consideration and Approval of Change Order No. 4 with Anderson Columbia for the SH 550 Direct Connector Project**

ADJOURNMENT:

Signed this 9th day of February 2015



David E. Alex
Chairman

NOTE:

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

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None were presented.

PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS

2-A Presentation and Acknowledgement of the GEC Report for January 2015

Mr. Richard Ridings with HNTB went over the status of Cameron County Regional Mobility Authority Projects for the month of January 2015 including the SPI 2nd Access Project, West Rail, East Loop and Outer Parkway Projects. Mr. Pete Sepulveda, Jr., RMA Executive Director reported on updates for the West Rail Project on the U.S. side and Mexican side as well. Mr. Sepulveda also updated the Board about the Bi-National Conference and how General Weber in his opening remarks had mentioned the West Rail Project, East Loop Project and SH 550 Project. Mr. Sepulveda also advised the Board about a legislative trip to Austin and the meetings held with the different members of the Senate and House Transportation Committee.

Director Garza moved to acknowledge the GEC Report for January 2015. The motion was seconded by Director Esparza and carried unanimously.

The Report is as follows:

NOTE: Chairman David E. Alex arrived at 12:08 P.M.

2-B Presentation of the Status of the SH 550 Direct Connector Project for January 2015

Mr. Agustin Ramirez from S&B Infrastructure went over the status of the SH 550 Direct Connector Project. He provided the Board with a Power Point showing the project photos and update for the month of January 2015.

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

The Power Point Presentation is as follows:

2-C Presentation of the Marketing Efforts for the Month of January 2015

Mrs. Michelle Lopez, RMA Marketing and Communications Director went over a report for the month of January 2015. Attached is a copy of the report.

Director Garza moved to acknowledge the marketing report. The motion was seconded by Director Esparza and carried unanimously.

The Report is as follows:

CONSENT ITEMS

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

Director Lopez moved to approve Consent Items 3-A through 3-C. The motion was seconded by Director Garza and carried unanimously.

3-A Consideration and Approval of the Minutes for:

January 8, 2015 – Regular Meeting

3-B Consideration and Approval of a Special Warranty Deed conveying right of way for Parcel 17 for the West Rail Relocation Project from the Cameron County Regional Mobility Authority to Cameron County

The Deed is as follows:

3-C Consideration and Approval of a Special Warranty Deed conveying right of way for Parcel 18 for the West Rail Relocation Project from the Cameron County Regional Mobility Authority to Cameron County

The Deed is as follows:

ACTION ITEMS

4-A Approval of Claims

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

Mr. Pete Sepulveda, Jr., RMA Executive Director presented the claims.

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

The Claims are as follows:

4-B Consideration and Approval of Financial Statements for January 2015

Mr. Adrian Rincones, RMA Controller and Financial Officer went over the attached Financial Statements for the month of January 2015.

Director Garza moved to approve the Financials for the month of January 2015. The motion was seconded by Chairman Alex and carried unanimously.

The Financials are as follows:

4-C Consideration and Appointment of Vice-Chairman, Secretary and Treasurer

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

4-D Consideration and Approval of an Interoperability Agreement between the Cameron County Regional Mobility Authority and the City of Pharr, Texas

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the purpose of the Interoperability Agreement. Mr. Sepulveda mentioned that Legal Counsel and other Consultants had reviewed the Agreement and made necessary changes to the Agreement. Mr. Sepulveda recommended approval of the Agreement.

Director Esparza moved to approve the Interoperability Agreement with the City of Pharr. The motion was seconded by Director Garza and carried unanimously.

The Agreement is as follows:

4-E Discussion and Possible Action regarding financing options for Cameron County Regional Mobility Authority System Projects including SH 550 Direct Connector, SH 550 Segments I and II, East Loop, 281 Connector, SPI 2nd Access, Outer Parkway, FM 1925 and FM 509

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

4-F Discussion and Possible Action regarding the request from the Rio South Texas Economic Council

Ms. Alma Coleli, Executive Director of the Rio South Texas Economic Council made a presentation to the Board regarding activities by the organization. Mr. Pete Sepulveda, Jr., RMA Executive Director recommended renewing the membership at the same level, \$2,500.00.

Director Esparza moved to renew membership at \$2,500.00. The motion was seconded by Director Lopez and carried unanimously.

The Presentation is as follows:

4-G Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 40 with HNTB for the West Rail Relocation Project

Mr. Richard Ridings with HNTB went over the purpose of this Supplemental Work Authorization.

Director Garza moved to approve the Supplemental Work Authorization. The motion was seconded by Chairman Alex and carried unanimously.

The Supplemental Work Authorization is as follows:

4-H Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 4 with HNTB for Work associated with International Advisor Services for the West Rail Relocation Project

Mr. Pete Sepulveda, Jr., went over the need to consider this Supplemental Work Authorization.

Director Garza moved to approve the Supplemental Work Authorization. The motion was seconded by Chairman Alex and carried unanimously.

The Supplemental Work Authorization is as follows:

4-I Consideration and Approval of Work Authorization No. 1 with S&B Infrastructure for General Consulting Engineering Services

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need to have a Work Authorization for General Engineering Consulting Services for an amount not to exceed \$25,000.00.

Director Garza moved to approve the Work Authorization for an amount not to exceed \$25,000.00. The motion was seconded by Director Esparza and carried unanimously.

The Supplemental Work Authorization is as follows:

4-J Consideration and Approval of Change Order No. 4 with Anderson Columbia for the SH 550 Direct Connector Project

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the proposed Change Order for the SH 550 Direct Connector Project.

Chairman Alex moved to approve Change Order No. 4. The motion was seconded by Director Esparza and carried unanimously.

The Change Order is as follows:

SUPPLEMENTAL NOTICE: ITEM 1:

1-A Consideration and Approval of Construction Contract with Loma Alta Construction and Development

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the details of the item on the Supplemental Agenda with the Board.

Director Garza moved to approve the Supplemental Agenda Item. The motion was seconded by Director Esparza and carried unanimously.

NOTE: Director Lopez was not present for the vote he left at 1:05 P.M.

The Report is as follows:

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Esparza seconded by Chairman Allex and carried unanimously the meeting was **ADJOURNED** at 1:14 P.M.

APPROVED this 26th day of March 2015.

ATTESTED:  SECRETARY RUBEN GALLEGOS, JR.



CHAIRMAN DAVID E. ALLEX

**2-A PRESENTATION AND ACKNOWLEDGEMENT OF THE GEC
REPORT FOR JANUARY 2015**



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

February 2, 2015

Dear Mr. Sepulveda,

The following is a summary of our progress on the subject projects for the month of January 2015.

Project Management:

General GEC

- Prepared & submitted CCRMA GEC Invoice for work performed on various Work Authorizations from Previous Contract (PC) and Current Contract (CC). Updated and submitted December 2014 GEC report.
- On January 8th, Richard Ridings and Greg Garcia attended the Regular Meeting of the CCRMA Board of Directors.
- Assisted CCRMA Controller on activities involving reporting and documentation of invoicing, progress reports and other accounting/billing matters.

West Rail Relocation International Coordination (CC – Work Authorization No. 4):

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).

- Construction progress on the Mexican side:
 - International Bridge, 100%
 - Patios and Roadway, 100%
- During December 2014, actions were determined for the date when the first train will transit the new bridge. Two dates are important: the first is March 1, when the gate dividing the international bridge will be completed; the second is the end of July, when the bridge will be finished completely. All elements within the critical path will have to be adjusted to the dates mentioned.

Critical path for the circulation of the first train on the International Bridge Brownsville-Matamoros.

Circulation of the first train on the new bridge is determined by different factors. Therefore, it is not the responsibility only of one agency, but it is the result of decisions made by federal and local agencies from the United States and Mexico, as well as from railroad companies Union Pacific Railroad and Kansas City Southern Mexico.

In order for this to be achieved, all necessary duties must be completed so the operation will be secure on both sides of the border.

This phase is considered the most sensitive bi-national duty of the the whole process of the international railway project, due to the fact that it will show that the entire infrastructure constructed is in optimal conditions to initiate operations and will guarantee the service will not be interrupted in any moment during the transition period from the BM Bridge to the new international bridge.

Variables to be considered for the pass of the first train on the new international railway bridge Brownsville-Matamoros are the following:

- In the first place, security at the international bridge and railroad patios on the Mexican side, where a mixed group of security details has been installed by Federal Government for surveillance purposes. This will allow KCSM, Customs General Administration, and the Secretariat of Agriculture, Cattle, Rural Development, Fishing and Feed staff can establish themselves.
- Second, conclusion of additional construction at the patios on the Mexican side, including installation of the two surveillance booths needed, which will be finished by the end of February, and construction to avoid flooding, which will be completed by the end of January 2015. In addition, construction still needed on the American side, which are the fence and illumination, which will be finished by the end of February, and the Big Gate, which will be completed on March 15, 2015.
- Third, the Gamma Rays equipment will be installed on the Mexican side by March 15, 2015 to avoid the equipment being installed prior to operations and security operations commencing. A meeting will take place with a representative from the company Leidos and the SCT, during which schedule adjustments will be made if necessary. At the same time, a permit has been approved by the National Commission on Nuclear Security and Safeguards to move the Gamma Rays equipment and we are awaiting the permit to move the radioactive source. Regarding images exchange necessary to move the equipment, we are waiting on approval of the MOU by CBP.
- Fourth, the conclusion of the delivery-reception process from the Mexican Federal Government to the company Kansas City Southern Mexico of the new installations, as well as from the Cameron County government to Union Pacific Railroad.
- Fifth, negotiations between Kansas City Southern México and the Mexican Republic's Railroad Workers Union regarding crew exchange at the border line.

- Finally, the agreement between railroad companies Union Pacific Railroad and Kansas City Southern Mexico for railroad operation and the operation of the first train, as well as the agreement between CBP and Customs General Administration for the same purpose.

In conclusion, those who will determine the crossing of the first train on the International Railroad Bridge Brownsville-Matamoros will be the federal and local agencies from both countries, as well as railroad companies. These companies should be supported on the crossing of the first train.

On the other hand, the inauguration date of the new International Railroad Bridge Brownsville-Matamoros is to be determined by the Secretary of Foreign Affairs and the State Department.

- Regarding construction needed to initiate railroad operations on the Mexican side, the situation is the following:
 - Structure to install the Gamma Rays is concluded at 100%. Customs General Administration submitted the application to the National Commission on Nuclear Security and Safeguards to obtain authorization for equipment relocation and this was granted.
 - Senasica and Customs revision platforms. They are complete at 100% and roofing will be finished by the end of December.
 - The perimeter fence required by Customs General Administration is complete at 100%.
 - Kansas City Southern Mexico Telecommunications tower is also complete at 100% .
 - Five surveillance booths. Three have been constructed. Regarding the other two, executive plans are ready and the projects will be finished in February 2015.
 - Construction to avoid flooding on the access road. Construction has begun and will be completed by the end of January 2015.
- The date for the 79th Technical Meeting will be Friday, February 13, 2015 at 10:30 a.m.

South Padre Island Second Access Phase 3A & 3B (PC – Work Authorization No. 17 and CC – Work Authorization No. 2):

This Work Authorization provides engineering and environmental services associated with the development and advancement of the NEPA process for the proposed South Padre Island (SPI) 2nd Access Project in Cameron County, Texas. The proposed Project will provide an alternate route to the Queen Isabella Memorial Causeway; thus, enhancing local and regional mobility, and facilitating effective evacuation of the island in times of disaster, hurricanes, and other emergencies. This Work Authorization continues the environmental and corridor alternatives assessment tasks necessary to advance the project to a selection of a Recommended Preferred Alternative and ultimately to a Record of Decision (ROD). After the selection of a Preferred Alternative a supplement for schematic design and the FEIS will be required.

- HNTB continues to provide assistance and information to CCRMA Board and staff, members of the general public and stakeholders.
- Coordination, including weekly meetings, with TxDOT Pharr District, TxDOT ENV and FHWA has been on-going regarding the FEIS tasks.
- Continued coordination with subconsultants to address TxDOT's 90% submittal comments received on December 16th.
- Continued coordination with subconsultants on route and design studies for preparation of 100% submittal (i.e. typical sections, geometric design, preliminary cross sections, preliminary traffic control, 3D modeling, and schematic plan preparation, preliminary construction cost estimate, hydrology, hydraulic studies, drainage design and preliminary bridge layouts).
- Revised master design schedule and submitted to subconsultants for review.
- Continued coordination with TxDOT concerning travel model files and with subconsultant for model execution and traffic forecast deliverables. .
- Continued coordination with subconsultants on geotechnical services.
- Summary report of Context Sensitive Solutions (CSS) workshops and survey results are complete and undergoing internal review.
- First draft of Final EIS (12/23) in review by CCRMA, TxDOT-Pharr, TxDOT-ENV and FHWA (60-day review; comments due March 2).
- Coordinated with subconsultants on FEIS and permitting tasks.
- Responding to TxDOT and FHWA comments on the Seagrass/Wetland Delineation/Vegetation and Habitat Report.Finalizing impact calculations.
- Led the January 6th Joint Environmental Meeting (JEM) for the U.S. Army Corps of Engineers – Galveston District to provide resource agencies updates on the results of the sea grass survey, wetland delineation, the Uniform Mitigation Assessment Method proposed to identify the impacts to 60.95 acre of seagrass, the status of the biological assessments, and proposed mitigation. The following regulatory agencies participated: U.S. Fish and Wildlife Service, Texas Parks and Wildlife Division, NOAA National Marine Fisheries Service, Texas General Land Office, Division, and Federal Highway Administration. The TxDOT-Pharr District, TxDOT-Environmental Affairs, and CCRMA also attended.
- Provided responses to NMFS questions on the impact calculations for essential fisheries habitat.
- Essential Fish Habitat Assessment was provided to TxDOT for review.
- Contracted and provided notice to proceed for the following subconsultants: SWCA to complete archeological work and legal review of the biological assessments and Belaire environmental to initiate mitigation site modeling and scour assessments.
- Coordinated with GLO regarding the timing of application and upland owner coordination for utilization of the mitigation on state owned lands.

General Brant Road/FM 106 Extension (PC – 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.

- No activity this billing period.

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

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

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

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

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

- HNTB started on Supplemental Work Authorization for the plans, procurement, and construction of the Border Fencing on the UPRR Bridge. Items remaining to be completed are Gate at bent 41, fence on the bridge, lighting on the bridge, security equipment in building, communications wiring in the building, crossing for CCID #6, and VACIS system.
- The tamping of all rails has been completed, the UP maintenance and public crossings are now installed, and inside guard rail has been completed.
- The contractor has achieved substantial completion with only minor corrections and cleanup required.
- Mitigation coordination with USACE and CCRMA.
- HNTB is assisting with the completion and close out of this project.

Outer Parkway Study (CC – Work Authorization No. 3)

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:

- HNTB started on Work Authorization for the Environmental Assessment and Route Studies.
- Classification Letter was submitted to TxDOT ENV and is pending signature by Carlos as of January 23.

West Rail RFIs, As-Built (PC – Work Authorization No. 40)

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

- No tasks performed for this month.

SH 32 GEC Preliminary Schematic and Environmental Approval (CC – Work Authorization No. 5)

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

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

- Continued project coordination with TEI.

- Archeological field was completed and report writing is underway.

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

- Continued project coordination with S&B.
- Biological Assessment was revised per TxDOT comments, reviewed by the GEC and resubmitted to the TxDOT Pharr District for back check.

West Rail Bridge – RFI/Shop Drawings Review and CEI for Security Fencing, Gate, Illumination, and DHS Building Components (US portion of bridge only) (PC – Work Authorization No. 69)

- Coordinate and attend weekly progress meeting.
- Reviewed and forwarded ZIWA's submittals for bridge items including fencing, sliding gate and gate operator and lighting to DHS/CBP and UPRR. Reviewed and forwarded ZIWA's submittals for remaining items to be completed in new DHS facility.
- Received confirmation from DHS/CBP that lighting is now needed along the track from the north end of the US 281 bridge to a point just north of the new DHS facility. This is a new request.
- The contractor is currently working on the installation of the fence posts, lighting conduit, security system and railroad punch list items (i.e. crossings, destressing of the rails, ballast, etc).

International Advisor Services (PC – Work Authorization No. 73):

This Work Authorization provides appropriate subconsultant(s) for staff coordination with the Mexican agencies to develop and promote the Cameron County as an International Multimodal Logistics Hub (IMLH), to service the international industry, developing plans to promote and improve the infrastructure, services and systems, to offer a highly competitive and flexible logistics services.

- Continued work with Matamoros's officials and commissioners on the Los Indios Bridge projects. Mario Garcia, a Mexican real estate agent, is helping find information on the land around the bridge.
- Held meeting with the Mexican operator of Lucio Blanco / Los Indios Bridge at Victoria Tam. Items discussed were the Los Indios Bridge projects; construction of the export station, livestock station, prep station, Master Plan, among others. He is very interested in setting up a meeting on the first week of February 2015 to develop a working plan.
- Held several meetings with Alejandro Fernandez, Matamoros Secretary of Economic Development, to talk about some of the projects we are working on together to continue the Mazatlan-Matamoros Corridor promotion.
- Weekly meetings and conference calls held with Cameron County, Port of Brownsville and Harlingen EDC, to follow up on different projects.
- Continue work with Tamaulipas Economic Development and Public Works officials to follow up on the Projects at Los Indios Bridge. This month, meetings were held with Raul Sepulveda, Director of Tamaulipas Economic Development, in his office at Victoria Tam.
- The next International Trade Session is currently being planned at the Port of Brownsville Offices during the month of February.
- Continue work with Harlingen EDC to prepare basic information to develop a project proposal to develop the Los Indios bridge area and the marketing strategy. Currently preparing for the Viva Fresh Conference in March 2015 in Austin, TX.

- Continue work with Harlingen EDC to coordinate promotional trips to Guanajuato and Aguascalientes, Mexico, to visit produce and logistics companies. Continuing to contact the produce companies in that area.
- The 2014 Promotional Plan Report was sent to all members of the Cameron County Logistics Alliance. A copy of this plan is available in the attachments to this report.
- Finished preparing the 2015 Cameron County Logistics Alliance Operational Plan, and had several meetings with Harlingen EDC and the Port of Brownsville. A copy was sent to all members for review. A meeting is being planned to discuss it during the first week of February. A copy of this plan is available in the attachments to this report.

Consultant Management:

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

Agency Coordination:

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

Best regards,



Richard L. Ridings, P.E.
Vice President

cc: Carlos Lopez, P.E.

HNTB

		Outstanding Invoice		
WA Amount:	\$	9,645,641.00	Number	Days Old
Billed To Date:	\$	8,596,205.10	108-40619-PL-017	105
Paid To Date:	\$	7,440,466.00	109-40619-PL-017	77
Unpaid Balance:	\$	1,155,739.10	110-40619-PL-017	47
Funding Source:			111-40619-PL-018	19
	Total:	\$		1,155,739.10

December Status Report

HNTB

Project		West Rail Construction & Inspection Services
Work Authorization	33	Construction & Inspection Services
Supplemental	2	Construction & Inspection Services
Supplemental	1	Construction & Inspection Services

WA Cost: \$	1,255,920.00
SA Cost: \$	358,021.00
SA Cost: \$	48,623.00
Total Cost: \$	1,662,564.00

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

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

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

Project Activity

West Rail Bypass Construction Inspection

Status: Ongoing.

Recent Activity:

Contractor has completed track construction and is performing a final cleaning up. Coordination with USACE on mitigation site non-compliance.

Upcoming Activity:

Clean up.

Outstanding Issues:

Awaiting resolution of DHS change order items and the associated funding. Awaiting approval of outstanding SWAs.

Task		Status	Anticipated Completion	% Complete
West Rail Construction Inspection Services (CI)				
Project Management, Administration, QA/QC		Complete	10/21/2013	100%
Process Invoices and Progress Reports		Complete	10/21/2013	100%
Construction Inspection Services				100%
Construction Management		Complete	10/21/2013	100%
Construction Observation and Inspection		Complete	10/21/2013	100%
Record Keeping and File Management		Complete	10/21/2013	100%
Schedule		Complete	10/21/2013	100%
Project Close-Out				
Construction Management		Complete	10/21/2013	100%
Record Keeping and File Management		Complete	10/21/2013	100%
Post Construction Services		Ongoing	10/21/2013	90%
WA Amount:	\$ 1,662,564.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ 1,650,298.05			
Paid To Date:	\$ 1,650,298.05			
Unpaid Balance:	\$ -			
Funding Source:				
Total: \$				-

December Status Report

HNTB

Project West Rail RFI, As-Built

Work Authorization ☒ 40 West Rail RFI, As-Built

Supplemental ☐ _____

Supplemental ☐ _____

Supplemental ☐ _____

WA Cost: \$ 171,150.00

SA Cost: _____

SA Cost: _____

SA Cost: _____

Total Cost: \$ 171,150.00

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

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

Deliverable: Responses to RFI, as-builts and record keeping.

Project Activity

West Rail RFI, Shop Drawings

Status:	Respond to RFIs on an as-needed basis.
Recent Activity:	Project management (see GEC Progress Report).
Upcoming Activity:	Respond to RFIs on an as-needed basis.
Outstanding Issues:	Awaiting approval for SWAs (additional RFIs/shop drawing review/DHS coordination).

Task	Status	Anticipated Completion	% Complete
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West Rail RFI, Shop Drawings

Project Management	Complete	10/21/2013	100%
Respond to Requests for Information	Complete	10/21/2013	100%

WA Amount:	\$	171,150.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$	498,576.00	109-40619-CN-040	49	\$ 146,525.00
Paid To Date:	\$	352,051.00			
Unpaid Balance:	\$	146,525.00			
Funding Source:					

Total: \$ 146,525.00

December Status Report

HNTB

Project Olmito RIP CI Services
 Work Authorization ☒ 47 Construction & Inspection Services
 Supplemental ☐
 Supplemental ☐
 Supplemental ☐

WA Cost: \$ 134,538.00
 SA Cost: \$ -
 SA Cost:
 SA Cost:
 Total Cost: \$ 134,538.00

Description: This Work Authorization is to provide construction inspection (CI) for the Union Pacific Railroad (UPRR) Olmito Yard Repair in Place (RIP) Facility. The construction of this facility allow the UPRR to relocate their current repair in place operations from Harlingen to Olmito and expand their capabilities.

Scope: Construction administration for the Olmito Yard repair-in-place (RIP) facility and lighting. This includes building, equipment, track, drainage, construction sequencing, SWPPP, pay estimates, quantities, and schedule.

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

Project Activity

Olmito RIP Facility Construction Inspection Services (CI)

Status: Construction at 99% complete.

Recent Activity: None.

Upcoming Activity: BPUB to energize water line. Schedule final walk through with UPRR for facility acceptance.

Outstanding Issues: Awaiting resolution on outstanding SWA. The County had been sent a request to provide warranty deed or metes and bounds for water/sewer line and submit payment on impact fees for both to BPUB.

Task	Status	Anticipated Completion	% Complete
Olmito RIP Facility Construction Inspection Services (CI)			
Project Management, Administration, QA/QC	Ongoing	1/31/2013	95%
Process Invoices and Progress Reports	Ongoing	1/31/2013	95%
Construction Inspection Services	Ongoing	1/31/2013	95%
Construction Management	Ongoing	1/31/2013	95%
Construction Observation and Inspection	Ongoing	1/31/2013	95%
Record Keeping and File Management	Ongoing	1/31/2013	95%
Schedule	Ongoing	1/31/2013	95%
Project Close-Out			
Construction Management	Ongoing	1/31/2013	20%
Record Keeping and File Management	Ongoing	1/31/2013	20%
WA Amount: \$ 134,538.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date: \$ 134,538.00			
Paid To Date: \$ 134,538.00			
Unpaid Balance: \$ -			
Funding Source:			
Total: \$ -			

December Status Report

HNTB

Project		SH 32 GEC
Work Authorization	49	SH 32 GEC
Supplemental	1	SH 32 GEC
Supplemental	2	SH 32 GEC

WA Cost: \$	1,961,997.00
SA Cost: \$	18,277.00
SA Cost: \$	243,639.00
Total Cost: \$	2,223,913.00

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

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

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

Project Activity**East Loop EA**

Status:	On-going. SH 32-West EA prepared. SH 32-East EA prepared.
Recent Activity:	Submittal of SH 32 East Biological Assessment and Antiquities Permit application to TxDOT. Submittal of Antiquities Permit application for SH 32 West to TxDOT. Value Engineering study occurred between 4/15/14 to 4/17/14.
Upcoming Activity:	Submittals of EA, BA and archeology results.
Outstanding Issues:	None

Task	Status	Date of Anticipated Completion	% Complete
East Loop EA			
Project Management and Coordination			88%
WA Amount: \$	2,223,913.00	Outstanding Invoice Number	Days Old
Billed To Date: \$	2,159,943.62		Invoice Amount
Paid To Date: \$	2,159,943.62		
Unpaid Balance: \$	-		
Funding Source:			
Total: \$			-

December Status Report

HNTB

Project International Advisor Services - Multimodal Logistic HUB
 Work Authorization ☒ 73 Cameron County International HUB
 Supplemental ☐
 Supplemental ☐

WA Cost: \$ 86,393.00
 SA Cost: \$ -
 SA Cost: \$ -
 Total Cost: \$ 86,393.00

Description: This work authorization provides appropriate subconsultant(s) for staff coordination with the Mexican agencies to develop and promote the Cameron County as an International Multimodal Logistics Hub (IMLH), to service the international industry, developing plans to promote and improve the infrastructure, services and systems, to offer a highly competitive and flexible logistics services.

Scope: This work authorization will develop and consult with the Cameron County International Multimodal Logistic HUB (IMLH) to service the International Industry and to develop marketing plans to promote and improve the infrastructure, as well as services and systems to offer highly competitive and flexible logistics services.

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

Project Activity

International Advisory Services

Status: On-going.

Recent Activity:

Stakeholder meetings.

Upcoming Activity:

Continue stakeholder meetings and workshops.

Outstanding Issues:

Task	Status	Date of Anticipated Completion	% Complete
------	--------	--------------------------------	------------

International Advisory Services

Project Management and Coordination

93%

WA Amount:	\$	86,393.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$	79,975.00	109-40619-PL-073	77	\$ 5,998.13
Paid To Date:	\$	68,778.50	110-40619-PL-073	47	\$ 5,198.37
Unpaid Balance:	\$	11,196.50			
Funding Source:					
Total: \$					11,196.50

**2-B PRESENTATION OF THE STATUS OF THE SH 550 DIRECT
CONNECTOR PROJECT FOR JANUARY 2015**



SH 550 CONSTRUCTION UPDATE

February 12, 2015



L & G Engineering Laboratory
Geotechnical • Construction Material Testing



HNTB
HNTB Corporation
The HNTB Companies
Engineers Architects Planners
TBPE FIRM REGISTRATION NO. : 420

SH 550 Key Dates



-PRE-CONSTRUCTION MEETING	2-20-2013
-NTP ISSUED	2-23-2013
-ACTUAL CONST. START DATE	3-4-2013
-FEDERAL AUDIT IN FIELD	5-20-13
-92.0 % COMPLETE AS OF	1-25-15
-MILESTONE START DATE (IH 69 LANE CLOSURE)	11-1-13
-LOCAL LET GOV. PROCEDURES AUDIT	8-1-13
-TxDOT AUDIT- 30%	9-10-13 to 9-12-13
-TxDOT ENVIRONMENTAL INSPECTION-INITIAL	2-18-2014
-IH 69 LANE CLOSURE FOR DIRECT CONNECTOR BENT CONSTRUCTION (BETWEEN MAINLANES)	7-8-14
-PROJECTED CONST. END DATE -ORIGINAL	9-22-2014



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TBPE FIRM REGISTRATION NO.: 420

SH 550 Key Dates



-TxDOT AUDIT- 60%-90%	9-11-2014
--TxDOT ENVIRONMENTAL INSPECTION FOLLOW-UP	9-11-2014
-PROJECTED CONST. END DATE- CO#2(ADDITIONAL TIME)	11-13-2014
-PROJECTED CONST. END DATE-REVISED(DEC. 2014)	3-2-2015
-CHANGE ORDER #3-LEVEL-UP REPAIRS COMPLETED	1-27-15



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Major Items of Work in Progress



ITEM	UNIT	PROJECT TOTAL	QUANTITY COMPLETED TO DATE	% COMPLETE TO DATE	PREVIOUS UPDATE (JANUARY 2015) COMPLETE TO DATE
HOT MIX	TON	24,678.00	12,911.29	52.3%	52.3%



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TYPE FIRM REGISTRATION NO. : 420

Major Items of Work Completed

ITEM	UNIT	PROJECT TOTAL	QUANTITY COMPLETED TO DATE	% COMPLETE TO DATE
CONCRETE PILES	EA	598.00	598.00	100.0%
BRIDGE FOOTINGS	EA	58.00	58.00	100.0%
BRIDGE COLUMNS	EA	58.00	58.00	100.0%
CAPS FORMED AND POURED	EA	38.00	38.00	100.0%
CONCRETE BEAMS	LF	28,433.31	28,433.31	100.0%
STEEL GIRDERS	LB	1,065,198.00	1,065,198.00	100.0%
RETAINING WALLS (MSE)	SF	33,549.00	33,549.00	100.0%
DRILLED SHAFTS	EA	16.00	16.00	100.0%

Major Items of Work Completed

ITEM	UNIT	PROJECT TOTAL	QUANTITY COMPLETED TO DATE	% COMPLETE TO DATE
EMBANKMENT	CY	305,077.00	305,077.00	100.0%
REINFORCED CONC SLAB	SF	245,188.00	245,188.00	100.0%
CONC PAVEMENT CRCP 12"	SY	75,246.00	75,246.00	100.0%

Major Items of Work in Progress



UPRR #1 OP SBML APPROACH LEVEL-UP REPAIR



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Major Items of Work in Progress



FM1847 OP SBML APPROACH LEVEL-UP REPAIR



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Major Items of Work in Progress



OVERHEAD SIGN BRIDGE TOWER AND TRUSS

Major Items of Work in Progress



STEEL GIRDER (SECTION 5) BRIDGE DECK POUR



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Major Items of Work in Progress



SBML OFF-RAMP TOLL PLAZA



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Sub. of Pay Est. # 23 – JANUARY 2015



Quantities for January
are Preliminary and
Subject to Change upon
Final Estimate Review.

Estimate No. 23			
Original Contract Days	565	CO #2 Approved:	
Days Added by Change Order	0	618 Revised Contract Days	
		53	
Total Contract Time	565	Revised Total Contract	
Contract Days Previously Billed	568	618 Time	
Contract Days this Period	30		
Days Remaining	0		
% Contract Time Used	100.0%	-70 Liquidated Damages	
		111.3% Revised Time Used	
Contract Amount		\$ 43,963,291.32	
Additional Change Order #2 Dollars		\$ 34,000.00	
Revised Contract Amount		\$ 43,997,291.32	
Previous Payments		\$ 40,267,299.64	
Balance Due this Estimate		\$ 345,462.61	
Liquidated Damages this Estimate	30 days @ \$ 4,000/day	\$ 120,000.00	
Liquidated Damages to Date	70 days @ \$ 4,000/day	\$ 280,000.00	
Net Amount Earned to Date		\$ 40,492,762.26	
Percentage of Contract Billed to Date			92.0%
Balance of Contract		\$ 3,518,842.15	



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TYPE FIRM REGISTRATION NO.: 420

Sub. of Pay Est. # 23 – JANUARY 2015



Estimate No. 23

Change Order #3 Completed
UPRR#1 NB-SB, FM 1847 NB-SB &
UPRR #3/Port Lead RR SB Approach
Departure Level-up Repairs

\$ 60,391.36

**Quantities for January
are Preliminary and
Subject to Change upon
Final Estimate Review.**



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TBPE FIRM REGISTRATION NO.: 420

Local Project Staffing



BASED ON JANUARY ESTIMATE

Local (RGV) Contractor Personnel – 35 Daily FTE's

Non-Local (RGV) Contractor Personnel – 9 FTE

Local (RGV) CM Personnel – 1 Daily FTE's

Total Personnel – 45 Daily FTE's



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TBPE FIRM REGISTRATION NO.: 420

Local Project Staffing



BASED ON JANUARY ESTIMATE #23

Total Paid to Date (JANUARY2015 Estimate) – \$40,492,762.26

Local (RGV) Contractor Payments – \$34,702,297.26 (85.7%)

Non-Local (RGV) Contractor Payments – \$5,790,465.00 (14.3%)

Quantities for January are Preliminary and Subject to Change upon Final Estimate Review.



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**2-C PRESENTATION OF THE MARKETING EFFORTS FOR THE
MONTH OF JANUARY 2015**

February 2015 Marketing Report
Michelle A. Lopez
Marketing & Communications Director



1. SOCIAL MEDIA MARKETING-

- a. Multiple strategies have been implemented on social networking sites. Content production has been pushed to an hourly basis to divert traffic to CCRMA's website as well as promote page engagement. All strategies are maneuverable to allow future changes to occur in the future.
- b. At the moment, our main focuses have been:
 - i. Project awareness
 - ii. TxTag enrollment
 - iii. Toll Payment Portal
 - iv. Media awareness
- c. Along with the change in strategies, we have also utilized advertisement credits through Google to promote CCRMA's website and Facebook page at a worldwide level with its primary demographic being transportation/infrastructure development.
- d. We have also implemented a new feature called "Sign Up" on the home page of the Facebook site. Upon clicking on it you become directed to the TxTag's enrollment site to begin registration. Below are our current analytics;
 - 1. **Page Likes:** 3,265 Total Page Likes ↑167.8% from last month
 - 2. **New Page Likes:** 1,151 New Page Likes ↑54.4% from last week
 - 3. **Post Reach:** 1.7K Total Reach ↑ 64.3% from last week
- e. Along with the strategies applied on Facebook, the same strategies are being replicated for Twitter as well to allow further expansion with public outreach.
- f. Along with the growth experienced in Facebook, we now have a total of 1,148 followers on Twitter. Our Twitter audience has been actively favoring and mentioning CCRMA. This has allowed a new gateway for customer interaction in terms of customer service and enrollment for example. Further development is expected for Twitter.

2. WEBSITE-

- a. New updates and design changes were implemented on the website to better suit customer needs. We completely redesigned the site, making it more “shareable” and mobile friendly. You can now share every project page to sites like Facebook, LinkedIn, and Twitter.

Avg. Pageviews/Month: 5,292

Pages/Session: 2.51

% New Sessions: 70.74%

New Visitor vs. Returning Visitor: 70.8% / 29.2%

List of Cities based on Traffic (US):

Brownsville	39.70%
Houston	19.93%
Dallas	8.63%
Austin	7.45%
McAllen	6.95%

List of Regions based on Traffic (MX):

Tamaulipas	43.90%
Nuevo Leon	14.63%
Federal District	9.76%
Campeche	4.88%

Device Categories based on Traffic:

Desktop	62.21%
Mobile	34.90%
Tablet	2.89%

Traffic Acquisition:

Direct	52.10%
Referral	26.10%
Organic Search	8.70%
Social	13.00%

Traffic Source Acquisition (Detailed)

Direct	52.06%
Facebook	14.18%
Referral	6.15%

www.univision.com

www.rgvisionmagazine.com

www.txdot.gov

Demographic Information*

Employment/Investment Interest	34.47%
News/Weather Interest	30.82%
TV Lovers	8.61%
Technophiles	8.06%
News & Avid Readers	6.76%

*Interests based on user's cookies and cached data collected with every visit. This data reflects what each user's primary use for the internet is. Information is based on traffic received from January 01, 2015 - January 28, 2015.

Additional Information:

- We continue to stay up to date with new analytical tools that can be implemented on our website's coding. At the moment, we are now able to obtain more specific information from our Traffic Sources as well as our Traffic Interests.

1st Level of Interaction:

www.ccrma.org
www.ccrma.org/txtag
www.ccrma.org/projects/spi2ndaccess
www.ccrma.org/about

These are the pages that have captured the most traffic. Once users visit this page, the following levels have been the next pages that they have clicked on.

2nd Level of Interaction:

www.ccrma.org/projects/
www.ccrma.org/txtag/
www.ccrma.org/about/
www.ccrma.org/projects/sh550
www.ccrma.org/contact

3rd Level of Interaction:

www.ccrma.org
www.ccrma.org/projects/spi2ndaccess
www.ccrma.org/projects
www.ccrma.org/about/board
www.ccrma.org/projects/sh550

- The information shows how our users are behaving and what has been capturing their attention. This will allow our marketing team to assist in redirecting traffic and provide insightful information as to what our community is interested in learning about.

3. rgVision MAGAZINE-

- a. Artwork is currently being finalized for approval for the next issue. We're also discussing what stories we would like to be published on both rgVision's website and their print material. The magazine's publisher is allowing us to utilize his website to promote CCRMA.

4. TXTAG MOBILE UNIT-

- a. We have started our mobile unit. We have made an agreement with Tony Yzaguirre, County's Tax Collector, to set up our unit outside the vehicle registration's office, at least twice per month. We feel this is the best location to attract

Additional Information:

CCRMA's marketing outreach has grown significantly at the start of this calendar year. We expect consistency throughout the next month as we continue to maneuver each implemented strategy to best market CCRMA's business goals.

We are going to initiate a more "visual-based" content production for all our sites. This involves showing photography and short stories of current roads and the existing SH 550.

**3-B CONSIDERATION AND APPROVAL OF A SPECIAL WARRANTY
DEED CONVEYING RIGHT OF WAY FOR PARCEL 17 FOR THE
WEST RAIL RELOCATION PROJECT FROM THE CAMERON
COUNTY REGIONAL MOBILITY AUTHORITY TO CAMERON
COUNTY**

wp-111

Cameron County
Sylvia Garza-Perez
County Clerk
Brownsville, TX 78520



70 2015 00010334

Instrument Number: 2015-00010334

Recorded On: March 27, 2015

As
Real Property

Billable Pages: 8
Number of Pages: 9

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Real Property	54.00
Total Recording:	54.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-00010334
Receipt Number: 724437
Recorded Date/Time: March 27, 2015 02:34:41P
Book-Vol/Pg: BK-OR VL-20848 PG-43
User / Station: H Perez - Cash Station #4

Record and Return To:

CCRMA
1100 E. MONROE ST. STE. 255
ATTN. BLANCA BETANCOURT
BROWNSVILLE TX 78520



I hereby certify that this instrument was filed on the date and time stamped hereon and
was duly recorded in the Official Public Records in Cameron County, Texas.

Sylvia Garza-Perez
Cameron County Clerk

THE STATE OF TEXAS
COUNTY OF CAMERON

§
§
§

West Rail – Parcel 17

WARRANTY DEED

Date: February 12, 2015

00010334

Grantor: Cameron County Regional Mobility Authority

Grantors' Mailing Address (including county):

Grantee: Cameron County

Grantee's Mailing Address (including county): 1100 E. Monroe Street, Brownsville,
Cameron County, Texas 78520

Consideration:

Ten Dollars and No Cents (\$10.00) and any other good and valuable consideration.

Property (including any improvements):

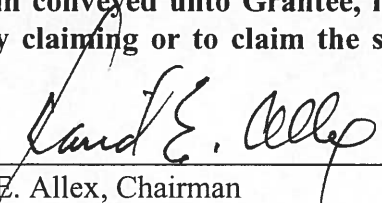
See property description in Exhibit "A", attached hereto and incorporated by reference as if fully set forth herein.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, and other instruments, other than liens and conveyances, that affect the property. All rights, obligations, and requirements of any governmental entity and other matters emanating from and existing by reason that the subject real property has not been subdivided.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the above described property including any and all improvements, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever.

And Grantor hereby binds itself, its heirs, executors, and administrators to warrant and forever defend all and singular the said premises herein conveyed unto Grantee, its heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.



David E. Alex, Chairman

ACKNOWLEDGMENT

THE STATE OF TEXAS, §
§
COUNTY OF CAMERON §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared David E. Alex, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of March, 2015.



Trista Lorraine Valdez
Notary Public
My commission expires: Aug. 20, 2017

Exhibit A

County:	Cameron	Highway:	West Rail Relocation Project
Railroad:	West Rail	CCSJ:	0921-06-073
Project Limits:	From: Rio Grande River	RCSJ:	0921-06-199
	To: US 77		
ROW CSJ:			

PARCEL NO. 17
PROPERTY DESCRIPTION

Being a 4.321 acre (188,237 square feet) parcel of land situated in the Jose Salvador de la Garza Survey, Abstract Number 2, Espiritu Santo Grant, Cameron County, Texas, and being all of a called 4.55 acre tract of the Emilia Subdivision as shown on the plat thereof, recorded in Volume 12 at Page 52 of the Map Records of Cameron County (M.R.C.C.), Texas, conveyed to Eugenio Mejia, Jr. from Eugenio Mejia, et ux, by deed dated September 12, 1973 as recorded in Volume 971 at Page 450 of the Deed Records of Cameron County (D.R.C.C.), Texas, said 4.321 acre parcel of land being more particularly described by metes and bounds as follows; All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 0.99996;

COMMENCING at a 5/8 inch iron rod with RODS Surveying cap set in the westerly line of a Railroad right of way (R.O.W. varies) conveyed to The St Louis Brownsville & Mexican Railway Co. by deed dated January 21, 1904 as recorded in Volume M at Page 430-432 D.R.C.C., for the southeast corner of Lot 23 of said Emilia Subdivision as conveyed to Carlos St. Clair, et al, from Carlos St. Clair, et ux, and described as a called 1.09 acre tract by deed dated July 2, 1975, recorded in Volume 1024 at Page 564 D.R.C.C.;

North 13 deg. 26 min. 08 sec. West, with the easterly line of said Lot 23 and the westerly right of way line of a said Railroad, a distance of 249.98 feet to a 5/8 inch iron rod with RODS Surveying cap set, in the center line of a 100 foot wide drainage easement, recorded in Volume 12, Page 52 M.R.C.C., for the southeast corner and POINT OF BEGINNING of this parcel and for the northeast corner of said Lot 23, having a State Plane Coordinate surface value of $X = 1,303,124.89$ and $Y = 16,524,012.21$ and is located 898.30 feet right of and at a right angle to the proposed West Rail baseline station 444+54.36;

1. THENCE South 76 deg. 03 min. 35 sec. West, with the southerly line of said 4.55 acre tract, the northerly line of said Lot 23 and the centerline of said drainage easement, a distance of 387.77 feet to a 5/8 inch iron rod with RODS Surveying cap set in the west line said Emilia Subdivision and in the east right of way line of Main Canal Cameron Drainage District No. 6 (no recording document found), for the northwest corner of said Lot 23, the southwest corner of said 4.55 acre tract and for the southwest corner of the herein described parcel;

Exhibit A

2. THENCE North 08 deg. 15 min. 55 sec. East, with the west line of said 4.55 acre tract, the west line of said Emilia Subdivision and with the east right of way line of said Main Canal, a distance of 1,048.65 feet to a 5/8 inch iron rod with RODS Surveying cap set in the westerly right of way line of the aforementioned Railroad, for the north corner of the herein described parcel;
3. THENCE South 13 deg. 26 min. 08 sec. East, with the easterly line of said 4.55 acre tract and with the westerly right of way line of said Railroad, a distance of 970.92 feet to the POINT OF BEGINNING and containing within said boundaries 4.321 acres of land.

SURVEYED: October through December, 2004.

NOTES:

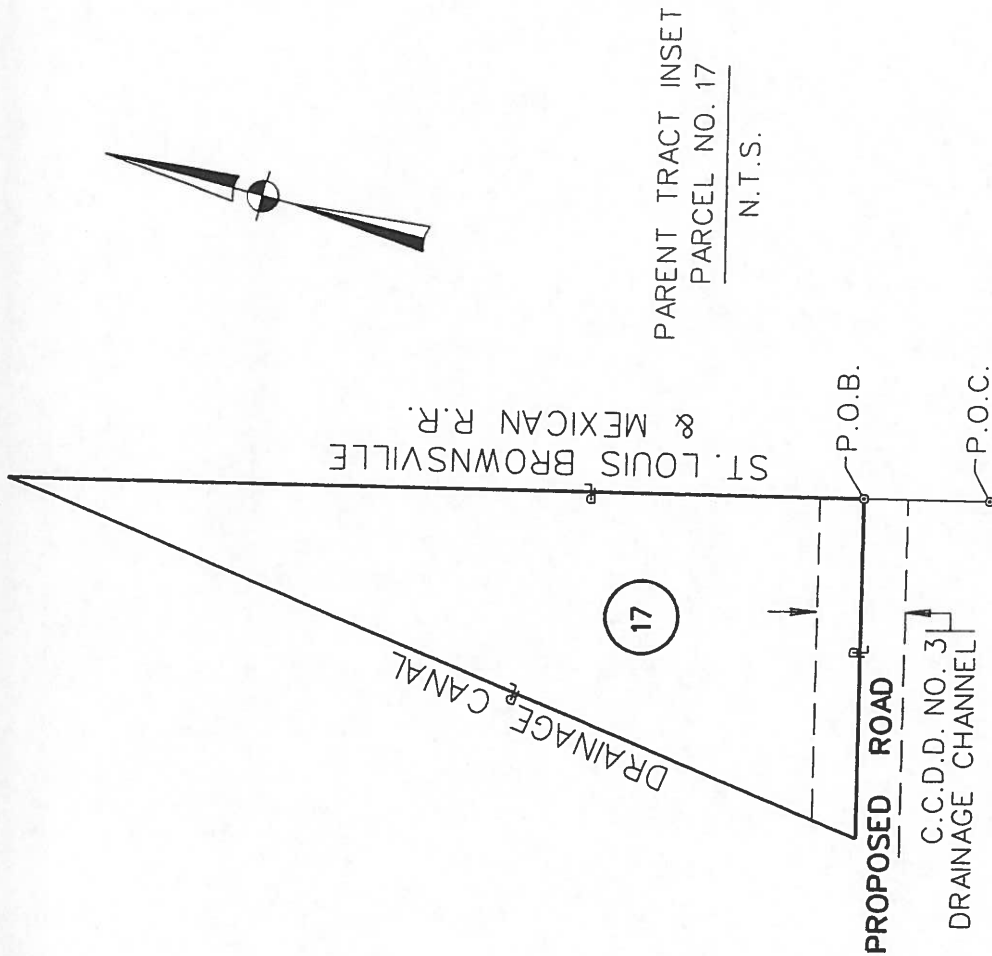
1. A parcel plat of even date was prepared in conjunction with this property description.

I, Larry W. Smith, Registered Professional Land Surveyor, Texas Registration No. 4279, do hereby certify that the foregoing description was prepared from a survey made on the ground under my supervision on the dates shown.

Larry W. Smith 11-30-05

RODS Surveying, Inc. 6810 Lee Rd. Spring, Texas 77379 - Ph: 1-888-456-RODS





PARENT TRACT INSET
PARCEL NO. 17
N.T.S.

EXISTING	TAKING	REMAINING
4.321 AC.	4.321 AC.	0.0 AC. L.T.
	188,237 Sq. Ft.	0.0 AC. RT.

RIGHT OF WAY SKETCH

SHOWING PROPERTY OF

PARCEL 17

WEST RAIL BYPASS CAMERON COUNTY
RODS SURVEYING INC. ARMO 75521



I do hereby certify that the plat shown hereon conforms to the current General Rules of Procedures and Practices as promulgated by the Texas Board of Professional Land Surveyors.

Larry W. Smith
Larry W. Smith, R.P.L.S., #4279

Notes:

1. All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum, of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 0.99996.

2. A metes and bounds description of even date accompanies this plat.

MATCH LINE

(SEE PAGE 5)

PROPOSED WEST
RAIL BYPASS
(R.O.W. VARIES)

APPROXIMATE R.O.W.
C.C.W.I.D. NO. 6
NO RECORDING
INFORMATION FOUND

1,039.65'

1,048.65'

4.321 ACRES

17

P.O.B. PARCEL 17

Set

WR STA. 444+54.36

898.30' RT.

X-1,303,124.89

Y-16,524,012.21

100' DRAINAGE EASEMENT
VOL. 12, PG. 52 M.R.C.C.

S 76° 03' 35" W

387.77'

Set

WR STA. 442+27.81

678.81' RT.

PROPOSED ROAD

PROPOSED ROAD BASELINE LOT 23

N 75° 40' 29" E

75.00'

PROPOSED ROAD R.O.W.

S 75° 40' 29" W 392.40'

75.00'

PROP. RD. STA. 75+88.43

30.00' RT.

GRANTEE: CARLOS ST. CLAIR, ET AL
GRANTOR: CARLOS ST. CLAIR, ET UX
CALLED 1.09 ACRE
VOL. 1024, PG. 564 D.R.C.C.
JULY 2, 1975

P.O.C.

PARCEL 17

Set

JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT
SURVEY A-5

Exhibit A
Parcel 17

EMILIA SUBDIVISION

VOL. 12, PG. 52

M.R.C.C.

DECEMBER 30, 1947

GRANTEE: EUGENIO MEJIA, JR.

GRANTOR: EUGENIO MEJIA, ET UX

CALLED 4.55 ACRES

VOL. 971, PG. 450 D.R.C.C.

SEPTEMBER 12, 1973

EXISTING R.O.W.

S 13° 26' 08" E

970.92'

GRANTEE: THE ST. LOUIS BROWNVILLE &

MEXICAN RAILWAY CO.

GRANTOR: EMILIA CHAMPION & GEORGE CHAMPION

VOL. M, PG. 430-432 D.R.C.C.

JANUARY 21, 1904

EXISTING R.O.W.

S 13° 26' 08" W

249.98'

ST. LOUIS BROWNVILLE & MEXICAN R.R.

(R.O.W. VARIES)

N 13° 30' 23" W

142.74'

107.24'

PI

PI

PI

PI

PI

PI

PI

PI

PI

PI

PI

PI

PI

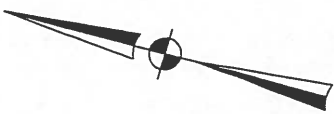
PI

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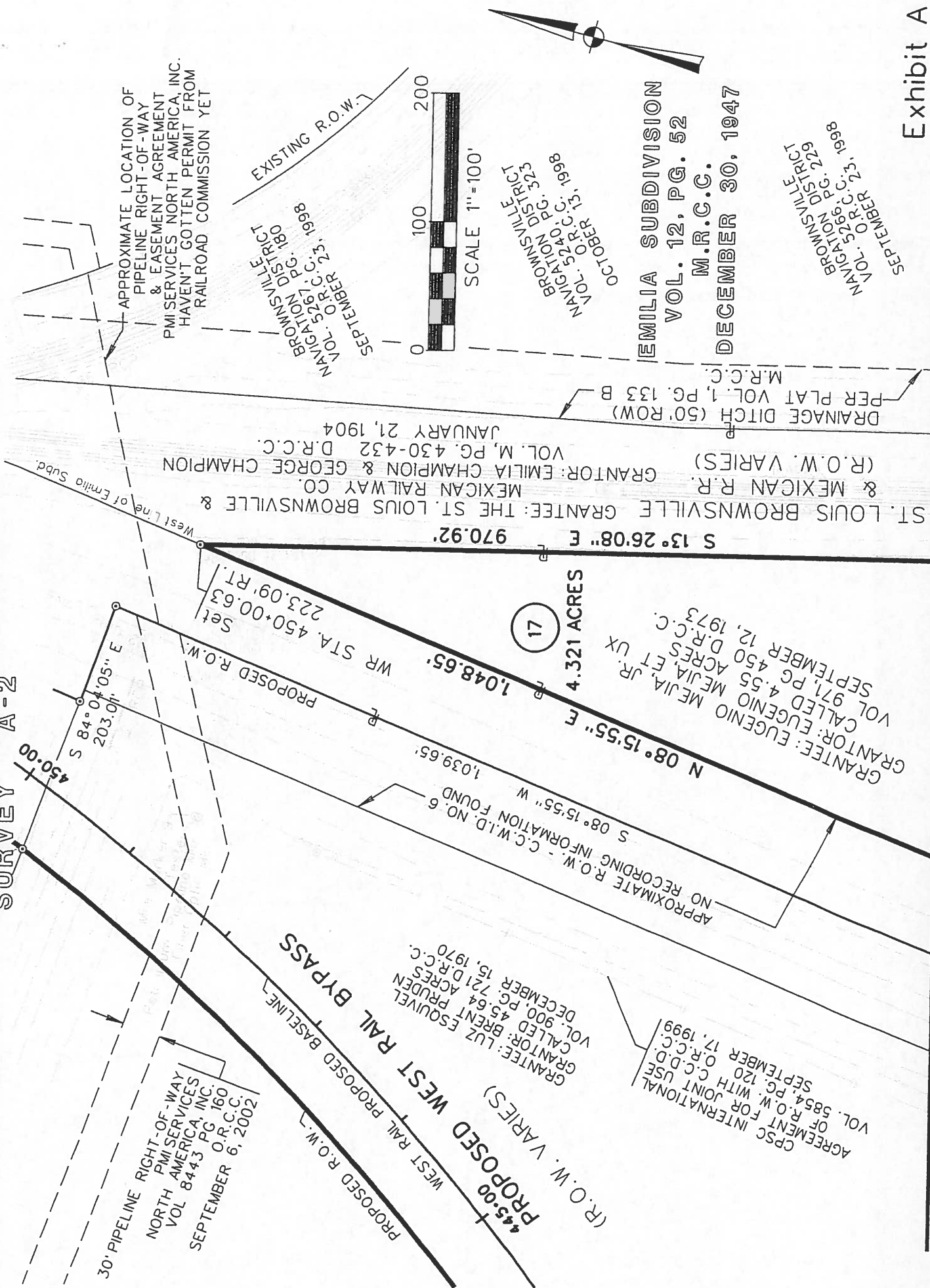
PI

DRAINAGE DITCH (50' ROW)
PER PLAT VOL. 1, PG. 133 B
M.R.C.C.



SCALE 1"=100'

JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT
SURVEY. A-2



Doc Bk Vol Pg
00010334 OR 20848 51

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Mar 27, 2015 at 02:34P

Document Number: 00010334

By
Hilda Perez
Sylvia Garza-Perez, County Clerk
Cameron County

3-C CONSIDERATION AND APPROVAL OF A SPECIAL WARRANTY DEED CONVEYING RIGHT OF WAY FOR PARCEL 18 FOR THE WEST RAIL RELOCATION PROJECT FROM THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY TO CAMERON COUNTY

WR-110

Cameron County
Sylvia Garza-Perez
County Clerk
Brownsville, TX 78520



70 2015 00010335

Instrument Number: 2015-00010335

Recorded On: March 27, 2015

As
Real Property

Billable Pages: 7
Number of Pages: 8

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Real Property	50.00
Total Recording:	50.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2015-00010335
Receipt Number: 724437
Recorded Date/Time: March 27, 2015 02:34:41P
Book-Vol/Pg: BK-OR VL-20848 PG-52
User / Station: H Perez - Cash Station #4

CCRMA
1100 E. MONROE ST. STE. 255
ATTN. BLANCA BETANCOURT
BROWNSVILLE TX 78520



I hereby certify that this instrument was filed on the date and time stamped hereon and
was duly recorded in the Official Public Records in Cameron County, Texas.

Sylvia Garza-Perez
Cameron County Clerk

THE STATE OF TEXAS
COUNTY OF CAMERON

§
§
§

West Rail – Parcel 18

WARRANTY DEED

Date: February 12, 2015

00010335

Grantor: Cameron County Regional Mobility Authority

Grantors' Mailing Address (including county):

Grantee: Cameron County

Grantee's Mailing Address (including county): 1100 E. Monroe Street, Brownsville,
Cameron County, Texas 78520

Consideration:

Ten Dollars and No Cents (\$10.00) and any other good and valuable consideration.

Property (including any improvements):

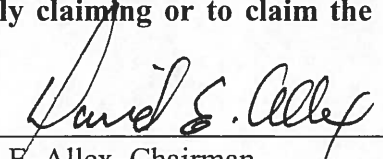
See property description in Exhibit "A", attached hereto and incorporated by reference as if fully set forth herein.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, and other instruments, other than liens and conveyances, that affect the property. All rights, obligations, and requirements of any governmental entity and other matters emanating from and existing by reason that the subject real property has not been subdivided.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the above described property including any and all improvements, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever.

And Grantor hereby binds itself, its heirs, executors, and administrators to warrant and forever defend all and singular the said premises herein conveyed unto Grantee, its heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.



David E. Alex, Chairman

ACKNOWLEDGMENT

THE STATE OF TEXAS, §
 §
COUNTY OF CAMERON §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared David E. Alex, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of March, 2015.



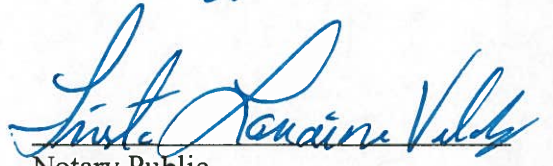

Notary Public
My commission expires: Aug. 20, 2017

Exhibit A

County: Cameron
Railroad: West Rail
Project Limits: From: Rio Grande River
To: US 77

Highway: West Rail Relocation Project
CCSJ: 0921-06-073
RCSJ: 0921-06-199

ROW CSJ:

PARCEL NO. 18
PROPERTY DESCRIPTION

Being a 1.016 acre (44,266 square feet) parcel of land situated in the Jose Salvador de la Garza Survey, Abstract Number 2, Espiritu Santo Grant, Cameron County, Texas, and being out of and apart of Lot 23 of Emilia Subdivision as shown on the plat thereof, recorded in Volume 12 at Page 52 of the Map Records of Cameron County (M.R.C.C.), Texas, conveyed to Carlos St. Clair, et al, from Carlos St. Clair, et ux, and described as a called 1.09 acre tract by deed dated July 2, 1975 as recorded in Volume 1024 at Page 564 of the Deed Records of Cameron County (D.R.C.C.), Texas, said 1.016 acre parcel of land being more particularly described by metes and bounds as follows; All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 0.99996;

COMMENCING at a 5/8 inch iron rod with RODS Surveying cap set in the westerly right of way line of a Railroad right of way (R.O.W. varies) conveyed to The St Louis Brownsville & Mexican Railway Co. from deed dated January 21, 1904, recorded in Volume M at Pages 430-432 D.R.C.C., for the southeast corner of said Lot 23 and for the northeast corner of a called 85.7 acre tract conveyed to Charles W. Morris, et al, from Charles W. Morris, Jr. by deed dated July 12, 1999 and recorded in Volume 5918, Page 118 of the Official Records of Cameron County, Texas;

North 13 deg. 26 min. 08 sec. West, with the easterly line of said Lot 23, and with the westerly right of way line of a said Railroad, a distance of 142.74 feet to a 5/8 inch iron rod with RODS Surveying cap set in the proposed southerly right of way line of West Rail Roadway (R.O.W. varies) for the southeast corner and POINT OF BEGINNING of this parcel, having a State Plane Coordinate surface value of X=1,303,149.81 and Y = 16,523,907.90 and being located 30.00 feet right of and at a right angle to the proposed West Rail Roadway baseline station 78+88.43;

1. THENCE South 75 deg. 40 min. 29 sec. West, with the proposed southerly right of way line of said West Rail Roadway, a distance of 392.40 feet to a 5/8 inch iron rod with RODS Surveying cap set in the south line of said Emilia Subdivision, the south line of said Lot 23 and the north line of said 85.7 acre tract, for the most southerly corner of the herein described parcel;

Exhibit A

2. THENCE North 84 deg. 14 min. 01 sec. West, with said south line of said Emila Subdivision and the common north line of said 85.7 acre tract, a distance of 36.53 feet to a 5/8 inch iron rod with RODS Surveying cap set in the easterly right of way line of Main Canal Cameron Drainage District No. 6 (no record deed found) for the northwest corner of said 85.7 acre tract, the southwest corner of said Emilia Subdivision, the southwest corner of said Lot 23 and the southwest corner of the herein described parcel;
3. THENCE North 08 deg. 19 min. 59 sec. West, with the east right of way line of said Main Canal and the common west line of said Emila Subdivision and said Lot 23, a distance of 105.43 feet to a 5/8 inch iron rod with RODS Surveying cap set in the proposed northerly right of way line of said West Rail Roadway, the centerline of a 100 foot wide Drainage easement, recorded in Volume 12, Page 52 D.R.C.C., for the southwest corner of a called 4.55 acre tract of said Emilia Subdivision, conveyed to Eugenio Mejia, Jr. from Eugenio Mejia, et ux, by deed dated September 12, 1973 as recorded in Volume 971 at Page 450 D.R.C.C. and for the northwest corner of said Lot 23 and the herein described parcel;
4. THENCE North 76 deg. 03 min. 35 sec. East, with the centerline of said Drainage easement, the south line of said 4.55 acre tract and the proposed northerly right of way line of said West Rail Roadway, a distance of 387.77 feet to a 5/8 inch iron rod with RODS Surveying cap set in the westerly right of way line of the aforementioned Railroad right of way, for the southeast corner of said 4.55 acre tract and for the northeast corner of the herein described parcel;
5. THENCE South 13 deg. 26 min. 08 sec. East, with the easterly line of said Lot 23 and the westerly right of way line of said Railroad, a distance of 107.24 feet to the POINT OF BEGINNING and containing within said boundaries 1.016 acres of land.

SURVEYED: October through December, 2004.

NOTES:

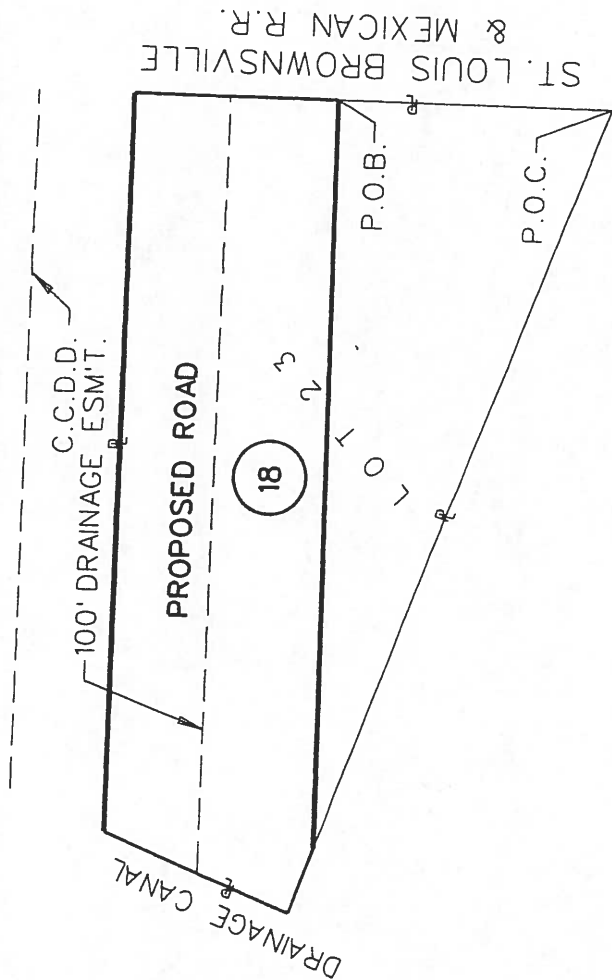
1. A parcel plat of even date was prepared in conjunction with this property description.

I, Larry W. Smith, Registered Professional Land Surveyor, Texas Registration No. 4279, do hereby certify that the foregoing description was prepared from a survey made on the ground under my supervision on the dates shown.

 11.30.2005

RODS Surveying, Inc. 6810 Lee Rd. Spring, Texas 77379 - Ph: 1-888-456-RODS





PARENT TRACT INSET
PARCEL NO. 18
N.T.S.



I do hereby certify that the plat shown hereon conforms to the current General Rules of Procedures and Practices as promulgated by the Texas Board of Professional Land Surveyors.

Larry W. Smith
Larry W. Smith, R.P.L.S. #4279

Notes:

1. All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 0.999996.

2. A metes and bounds description of even date accompanies this plat.

EXISTING	TAKING	REMAINING
1.659 AC.	1.016 AC.	
	44,266 Sq. Ft.	0.643 AC. RT.

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

PARCEL 18

WEST RAIL BYPASS
RODS SURVEYING INC
CAMERON COUNTY
ADDITION

LA GAYZA ESPIRITU SANTO GRANT

SURVEY A-2

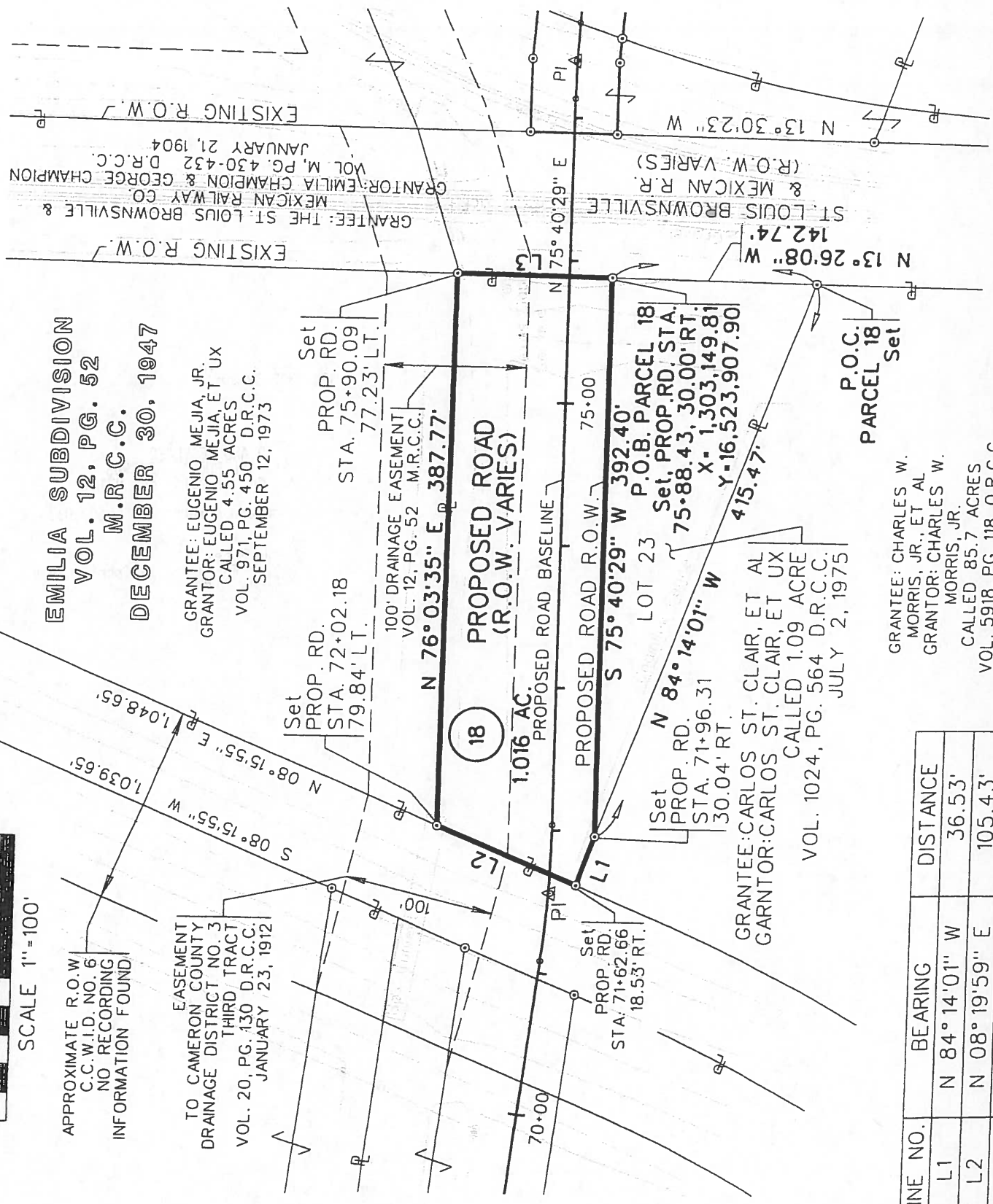


APPROXIMATE R.O.W.
C.C.W.I.D. NO. 6
NO RECORDING
INFORMATION FOUND.

EASEMENT
TO CAMERON COUNTY
DRAINAGE DISTRICT NO. 3
THIRD TRACT
VOL. 20, PG. 130 D.R.C.C.
JANUARY 23, 1912

EMILIA SUBDIVISION
VOL. 12, PG. 52
M.R.C.C.
DECEMBER 30, 1947

GRANTEE: EUGENIO MEJIA, JR.
GRANTOR: EUGENIO MEJIA, ET UX
CALLED 4.55 ACRES
VOL. 971, PG. 450 D.R.C.C.
SEPTEMBER 12, 1973



GRANTEE: CHARLES W.
MORRIS, JR., ET AL
GRANTOR: CHARLES W.
MORRIS, JR.
CALLED 85.7 ACRES
VOL. 5918, PG. 118 O.R.C.C.
JULY 12, 1999

LINE NO.	BEARING	DISTANCE
L1	N 84° 14' 01" W	36.53'
L2	N 08° 19' 59" E	105.43'
L3	S 13° 26' 08" E	107.24'

Doc Bk Vol Pg
00010335 OR 20848 59

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Mar 27, 2015 at 02:34P

Document Number: 00010335

By
Hilda Perez
Sylvia Garza-Perez, County Clerk
Cameron County

4-A APPROVAL OF CLAIMS



MEMORANDUM

TO: Chairman and Board Members

FROM: Pete Sepulveda, Jr. PSS

RE: Claims – Item 4A

DATE: February 12, 2015

Attached are the Claims that are being presented for consideration and payment.

The Claims include:

- Anderson Columbia – Construction on SH 550 DC for January 2015
- Cameron County – Personnel Costs for ED for October to December 2014
- Cameron County – 2013 CAF Fee
- Comptroller – Cell phone reimbursement for January 2015
- CTRMA – Direct Connector toll ILA – Final
- Contract Services for the Month of January (Legal & IT Services)
- Dylbia L. Vega – travel for Legal to Eminent Domain Conference
- Executive Director – Travel Bi-National Bridges & Border Crossings Meeting and Executive Director & Chairman Travel for Legislative Meeting in Austin
- Fagan Consulting – Back Office Implementation Services, International Bridge Interoperability, Local Host Server Implementation and Director Connector ILA Coordination Services for January 2015
- HNTB – Development of TRZ Zones 3-5, International Advisory Services for West Rail, SPI Environmental Services for October 2014, Advisor Services for Multi-Modal Logistic HUB, RFI on West Rail for November 2014, Advisor Services for Cameron County Multi-Modal HUB, RFI & Management Services for West Rail for January 2015 and Route & Environmental Studies for SH 32 for January 2015
- Marketing Director – Cell phone & mileage reimbursement for January 2015
- S&B Infrastructure – FM 803 and SH 550 Services for January 2015
- Valley Municipal Utility District – Water for CCRMA Rancho Viejo Office

I recommend approval of the invoices.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Invoices Selected for Payment - Claims to be Paid

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
Adrian	Adrian Rincones	AR Cell 1/2015	100.00	Cell phone reimbursement for Jan 2015
Anderson Columbia	Anderson Columbia Co., Inc	3622-01-003	342,492.61	Construction on SH550 Direct Connectors for Jan 2015
Cameron County	Cameron County	2015-1001100-01	64,784.86	Personnel Costs for ED for Oct-Dec 2014
Cameron County	Cameron County	County CAF 2013	16,666.67	County 2013 CAF Fee
CTRMA	Central Texas Regional Mobility Authority	7290028087	338,398.00	Direct Connector Toll ILA - Final Installation Drawings
DYLBIA L. VEGA	DYLBIA L JEFFERIES VEGA	DVJ - 1.31.15	757.95	Travel for Legal to Eminent Domain Conference
DYLBIA L. VEGA	DYLBIA L JEFFERIES VEGA	DVJ Jan 2015	1,100.00	Contract labor for Toll & Legal Services
Fagan Consulting	Fagan Consulting LLC	BOS-15-01	7,739.11	Back Office Implementation Services for Jan 2015
Fagan Consulting	Fagan Consulting LLC	IB-15-01	12,075.37	International Bridge Interoperability - Jan 2015 services
Fagan Consulting	Fagan Consulting LLC	LH-15-01	6,552.00	Local Host Server Implementation Jan 2015
Fagan Consulting	Fagan Consulting LLC	OP Sup-15-01	5,792.00	Direct Connector ILA coordination Jan 2015
Franco San Miguel	FRANCISCO J SANMIGUEL	FS Jan 2015	1,750.00	Contract labor for Toll & Legal Services
HNTB	HNTB CORPORATION	1-62837-PL-001	80,502.00	Development of TRZ zones 3-5
HNTB	HNTB CORPORATION	1-62837-PL-004	36,131.00	International Advisory Services on West Rail Project
HNTB	HNTB CORPORATION	109-40619-PL-017	180,949.73	SPI Environmental Services for October 2014
HNTB	HNTB CORPORATION	109-40619-PL-073	5,998.13	Advisor Services for Multi-Modal Logistic HUB
HNTB	HNTB CORPORATION	110-40619-CN-069	6,641.37	RFI on West Rail Project for Nov 2014
HNTB	HNTB CORPORATION	110-40619-PL-073	5,198.37	Advisor Services for Cameron County Multi-modal HUB
HNTB	HNTB CORPORATION	112-40619-CN-069	4,835.58	RFI & Managment services on West Rail Jan 2015
HNTB	HNTB CORPORATION	2-62837-PL-005	9,715.44	Route and Environmental Studies SH32 Jan 2015
Michelle Lopez	Michelle Lopez	ML Cell 1/2015	100.00	Cell phone reimbursement for Jan 2015
Michelle Lopez	Michelle Lopez	ML Mileage Jan 2...	180.44	Mileage reimbursement for Marketing Director
PEDRO SEPULVE...	PEDRO SEPULVEDA JR.	PSJ 2-4-15	857.47	ED travel to Binational Bridges and Border Crossings Meeting
PEDRO SEPULVE...	PEDRO SEPULVEDA JR.	PSJ 2-9-15	2,319.80	Pete & Chairman Travel For Legislative Meetings in Austin
S&B	S&B Infrastructure, LTD	U1818-21	7,027.15	Environmental Services on FM803
S&B	S&B Infrastructure, LTD	U1965-24	27,832.71	Construction Mgmt on SH550 Jan 2015
VMUD	Valley Municipal Utility District	3-01-00668-02	48.49	Water for CCRMA Office Rancho Viejo
Report Total			1,166,546.25	



MEMORANDUM

TO: Chairman and Board Members

FROM: Pete Sepulveda, Jr. *PSS*

RE: Claims Item 4-A

DATE: February 12, 2015

Attached are the Claims paid on January 23rd and February 6th that are being presented for Board acknowledgment.

The Claims paid on January 23rd are:

- Comptroller – Reimbursement for Travel for BOS Site Visits and office expenses
- Entravision Communications – Marketing Services Univision January 2015
- Executive Director Travel – TxDOT Transportation Forum and meeting
- Harlingen Area Chamber of Commerce – Annual Dues
- HNTB – Oversight for East Loop and West Rail RFI for December 2014
- Terminex International – Termite and Pest Treatment at 3461 Carmen Avenue

The Claims paid on February 6th are:

- Board Secretary Travel Reimbursement - Day at the Capitol Event
- Brownsville Chamber of Commerce – Renewal of Membership Dues
- Juan Gonzalez – Legal Counsel Travel Reimbursement for West Rail ED Case
- Contract Services for Administrative Support for December 2014
- Luz Esquivel Reimbursement – West Rail for Parcel 12(E)
- McAllen Chamber of Commerce – Renewal of Chamber Dues
- PUB – SH 550 Utilities
- Rentfro Law Firm – January 2015 Legal Services for the West Rail
- RGV Spotlight – RGV Facebook Ad Marketing, Marketing Services for January 2015
- SPI Chamber of Commerce – Renewal of Chamber Dues
- Sullivan Public Affairs – Government Relations Consulting for January 2015
- Texas Department of Transportation – Construction Material Testing
- TML Intergovernmental Employee Benefit Pool – February 2015 Employee Health Benefits
- TXU Energy – SH 550 Utilities
- Ziegner Technologies – March 2015 Account Software Hosting

I recommend acknowledgment and approval of the invoices.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Invoices Selected for Payment - Claims to be Paid

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
Adrian	Adrian Rincones	AR 1-16-15	1,793.87	Travel for BOS Site Visits
Adrian	Adrian Rincones	AR 1-22-15	2,492.29	Reimbursement for Various office expenses
Entravision	Entravision Communications	Jan 2015	1,000.00	Jan 2015 Marketing Services - Univision
Harlingen	Harlingen Area Chamber of Commerce	33293	195.00	Annual Dues for Harlingen Chamber
HNTB	HNTB CORPORATION	111-40619-CN-069	1,387.84	West Rail RFI for Dec 2014
HNTB	HNTB CORPORATION	111-40619-PL-049	2,436.39	GEC Oversight for East Loop through December
PEDRO SEPULVE...	PEDRO SEPULVEDA JR.	PSJ 1-14-15	2,034.01	ED Travel for TxDot Transportation Forum
PEDRO SEPULVE...	PEDRO SEPULVEDA JR.	PSJ 1-21-15	1,187.60	ED Travel for TxDot Meeting
Terminex	Terminex International	CCRMA	1,701.30	Termite and Pest treatment 3461 Carmen
Report Total			14,228.30	

1-23-15

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Invoices Selected for Payment - Claims to be Paid

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
Blanca C. Betanco...	Blanca C. Betancourt	13	3,200.00	Administrative and row services for Jan 2015
BOD Ruben Galle...	Ruben Gallegos Jr.	RG 1-27-15	240.10	Travel reimbursement for BOD member travel to Capital for City Event
Brownsville Cham...	Brownsville Chamber of Commerce	14918	230.00	Renewal of Membership Dues
CC Juan Gonzalez	Juan Gonzalez	JG 1-30-15	781.54	Reimbursement to Cameron County Atty assisting with Condemnation Case WR
Luz Esquivel	Luz Esquivel	LE 1-30-15	1,200.00	Row Easement for West Rail Project
Mcallen Chamber	Mcallen Chamber of Commerce	35169	235.00	Renewal of Mcallen Chamber Dues
PUB	Public Utilities Board	Jan 2015	317.49	Utilities on SH550
RGV Spotlight	RGV Spotlight	INV-0A12952B	297.79	RGV Facebook Add marketing
RGV Spotlight	RGV Spotlight	INV-0A12953B	500.00	Marketing Services for Jan 2015
SPI Chamber	South Padre Island Chamber of Commerce	9944	220.00	Renewal of Membership wih SPI Chamber
Sullivan Public Affa	Sullivan Public Affairs	CC012015	7,500.00	Govt relations consulting for Jan 2015
The Rentfro Law ...	The Rentfro Law Firm, PLLC.	018359	473.60	Legal services for ROW on WR Jan 2015
The Rentfro Law ...	The Rentfro Law Firm, PLLC.	018361	4,658.80	Legal services for ROW on WR Jan 2015
The Rentfro Law ...	The Rentfro Law Firm, PLLC.	018363	459.40	Legal services for ROW on WR Jan 2015
TML Emp Health	TML Intergovernmental Employee Benefits Pool	2015-02	2,315.82	Feb 2015 Employee Health Benefits
TxDot - Constructi...	Texas Department of Transportation - Construction Division	CST00000182	1,603.82	Construction material testing
TxDot - Constructi...	Texas Department of Transportation - Construction Division	CST00000289	143.63	Construction material testing
TxDot - Constructi...	Texas Department of Transportation - Construction Division	CST00000353	348.29	Construction material testing
TXU	TXU Energy	056101286258	486.77	Utilities on SH550
ZIEGNER	ZIEGNER TECHNOLOGIES	102821	402.00	Acct software hosting March 2015
Report Total			25,614.05	

2.6.15



M E M O R A N D U M

TO: Chairman and Board Members

FROM: Pete Sepulveda, Jr.

A handwritten signature in blue ink, appearing to read "PSJ", is written over the name "Pete Sepulveda, Jr." in the "FROM" line.

RE: Sullivan Public Affairs Invoice – Item 4A

DATE: February 12, 2015

Sullivan Public Affairs continues to work with the Texas Transportation Commission and TxDOT Staff in relation to the CCRMA Projects including I69E, East Loop Project, SPI 2nd Access and Outer Parkway Projects as well as on-going conference calls with both TxDOT and FHWA. Sullivan Public Affairs has also assisted in setting up meetings with the new members of the Senate Transportation Committee and the House Transportation Committee.

I recommend approval of the invoice for the month of January.

**4-B CONSIDERATION AND APPROVAL OF FINANCIALS STATEMENTS
FOR JANUARY 2015**



JANUARY 2015 FINANCIAL STATEMENTS

Pete Sepulveda Jr. Executive Director
Jesus Adrian Rincones CPA, CFE, Chief Financial Officer



Table of Contents

Monthly Balance Sheet	1
Monthly Statement of Revenues, Expenditures and Changes in Net Assets	4
Monthly Statement of Cash Flows	5
Monthly Capital Projects in Progress	6
Toll Revenues & Expenditures	9

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 1/31/2015
(In Whole Numbers)

	Current Year
ASSETS	
Current Assets:	
Cash and cash equivalents	
CCRMA Claims Account	1,511
CCRMA Operating Fund	3,740,742
TxTag - Replenishment Account	1,086
CCRMA Bond/Debt Funds	752,566
Total Cash and cash equivalents	4,495,905
Restricted cash accounts - debt service	
CCRMA Toll Revenue Funds	19,218
2010 A & B Pledged Revenue Funds	1
2010 A Debt Reserve	1,038,587
2010 A Debt Service	1,094,948
2010 B Debt Reserve	1,218,154
2010 B Debt Service	508,926
2012 Bond CAPI funds	977,092
2012 Bond Operating Fund	129,272
2012 Bond Project Funds	4,690,879
2012 Bonds Rate Stabilization Fund	930,434
2012 Bond Pledged Revenue	154,674
2012 Bonds Debt Service	318,617
Total Restricted cash accounts - debt service	11,080,800
Accounts receivable	
Vehicle Registration Fees - Receivable	434,700
Total Accounts receivable	434,700
Accounts receivable - other agencies	
Accounts Receivable - Other Agencies	1,159,889
Due from Other Agencies	241,178
Total Accounts receivable - other agencies	1,401,067
Total Current Assets:	17,412,471
Non Current Assets:	
Capital assets, net	
Land & Right of Way	40,000
Buildings	234,682
Furnishings & Equipment	4,739,896
Accumulated Depreciation-Furnishings & Equipment	(515,816)
Software & Technology	14,616
Accumulated Depreciation Software & Technology	(3,958)
Infrastructure & Utilities	12,958,232
Accumulated Depreciation-Infrastructure	(647,912)
Total Capital assets, net	16,819,740
Capital projects in progress	
CIP - Planning & Coordination	365,258
CIP - Preliminary Engineering & Design	3,322,753
CIP - Environmental Studies	13,684,855
CIP - Mitigation	102,727
CIP - Right of Way	373,915
CIP - Utilities	171,015
CIP - Construction	42,461,346
CIP - Construction Engineering	17,481
CIP - Construction Management	2,645,263
CIP - Direct Legal Costs	499,672

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 1/31/2015
(In Whole Numbers)

	Current Year
CIP - Capitalized Interest	3,196,748
CIP - Direct Administration	80,502
CIP - Indirect Administration and Overhead	680,389
Total Capital projects in progress	67,601,923
Other assets	
Other Assets	39,392,799
Total Other assets	39,392,799
Unamortized bond prepaid costs	
2012 Bonds Prepaid Insurance	116,364
2014 Bond Prepaid Insurance	12,098
Total Unamortized bond prepaid costs	128,462
Total Non Current Assets:	123,942,924
Total ASSETS	141,355,395
LIABILITIES	
Current Liabilities	
Accounts payable	
AP - Operations	262,159
AP - Project Expenditures	2,152,311
Total Accounts payable	2,414,470
Accrued expenses	
TxTag Customer Deposits	(4)
Toll Refunds from MSB	994
Accrued Expense	477,495
Total Accrued expenses	478,485
Payroll liabilities	
Federal Tax Withholding	1,494
Payroll Tax Payable	2,097
Retirement Contribution Payable	1,478
Health Insurance Payable	300
Total Payroll liabilities	5,369
Deferred revenue	
UFV Fund Deposits	600
Deferred Revenue	1,527
Total Deferred revenue	2,127
Total Current Liabilities	2,900,451
Non Current Liabilities	
Due to other agencies	
Cameron County	167,500
Due to other Govts	2,014,428
Total Due to other agencies	2,181,928
Due to TxDot	
Union Pacific - West Rail Project	25,684,770
Union Pacific - Olmito Switchyard	9,844,058
TxDot FAA - South Padre Island	9,177,255
TxDot FAA - West Parkway	2,244,589
Total Due to TxDot	46,950,672
Long term bond payable	
2010A Bonds Payable	11,480,000
2010A Unamortized Premium	64,212
2010B Bonds Payable	15,535,000
2012 Bonds Payable	40,000,000

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet

As of 1/31/2015

(In Whole Numbers)

	Current Year
2012 Unamortized Premium	4,160,407
2014 Bonds Payable	5,000,000
2014 Bond Premium	155,424
Total Long term bond payable	76,395,044
Total Non Current Liabilities	125,527,643
Total LIABILITIES	128,428,094
NET POSITION	
Beginning net position	7,812,522
Total Beginning net position	7,812,522
Changes in net position	5,114,779
Total Changes in net position	5,114,779
Total NET POSITION	12,927,301
TOTAL LIABILITIES AND NET POSITION	141,355,395

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues, Expenditures And Changes in Net Assets - Unposted Transactions Included In Report
From 1/1/2015 Through 1/31/2015
(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Operating Revenues				
Vehicle registration fees	211,297	845,147	2,900,000	(2,054,853)
Toll revenues	25,726	124,472	553,472	(429,000)
TRZ revenue	0	0	425,000	(425,000)
Other revenue	0	0	500,000	(500,000)
Total Operating Revenues	237,023	969,618	4,378,472	(3,408,854)
Operating Expenses				
Personnel costs	83,433	194,802	584,900	390,098
Professional services	0	0	25,000	25,000
Contractual services	31,866	100,677	560,679	460,002
Debt interest	0	33,581	4,518,871	4,485,290
Advertising & marketing	1,798	22,058	45,000	22,942
Data processing	1,296	2,430	10,000	7,570
Dues & memberships	430	10,880	9,500	(1,380)
Education & training	1,390	2,670	11,000	8,330
Fiscal agent fees	0	2,625	15,000	12,375
Insurance	7,307	15,026	50,000	34,974
Maintenance & repairs	1,701	1,701	0	(1,701)
Office supplies	1,949	3,139	11,150	8,011
Road maintenance	1,750	44,036	130,000	85,964
Rent	458	2,424	25,600	23,176
Toll services	3,640	37,669	383,472	345,803
Travel	6,976	13,287	40,000	26,713
Utilities	1,105	4,471	20,000	15,529
Total Operating Expenses	145,097	491,476	6,440,172	5,948,696
Non Operating Revenue				
Interest income	450	2,964	0	2,964
Other Financing sources	0	0	2,061,700	(2,061,700)
Total Non Operating Revenue	450	2,964	2,061,700	(2,058,736)
Changes in Net Assets	92,376	481,106	0	481,106
Net Assets Beginning of Year	388,730	0	0	0
Net Assets End of Year	481,106	481,106	0	481,106

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 1/31/2015

	Current Period	Current Year
Cash Flows from Operating Activities		
Receipts from Vehicle Registration Fees	112,967.26	861,456.86
Receipts from Toll Revenues	27,126.02	358,106.53
Receipts from TRZ Revenue	0.00	0.00
Payments to Vendors	(61,664.10)	(262,567.27)
Payments to Employees	(88,285.44)	(195,747.33)
Total Cash Flows from Operating Activities	(9,856.26)	761,248.79
Cash Flows from Capital and related Financing Activities		
Acquisitions of Property and Equipment	(51,344.00)	(642,482.28)
Receipts from Grants and Other income	(205.07)	3,240.94
Payments on Interest	0.00	(33,581.25)
Acquisitions of Construction in Progress	(598,111.81)	(7,532,368.71)
Principal Payments on Bonds	0.00	0.00
Proceeds from TxDot FAA	0.00	359,048.16
Proceeds from Other Governments	240,536.00	240,536.00
Total Cash Flows from Capital and related Financing Activities	(409,124.88)	(7,605,607.14)
Net Increase (Decrease) in Cash & Cash Equivalents	(418,981.14)	(6,844,358.35)
Beginning Cash & Cash Equivalents	15,995,685.72	22,421,062.93
Ending Cash & Cash Equivalents	15,576,704.58	15,576,704.58

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 Capital Projects in Progress - Unposted Transactions Included In Report
 From 1/1/2015 Through 1/31/2015
 (In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Capital Projects				
South Padre Island 2nd Access	129,639	1,062,084	5,200,000	4,137,916
West Parkway Project	26,834	34,404	0	(34,404)
Outer Parkway	0	17,679	2,500,000	2,482,321
FM 1925	26,834	35,392	0	(35,392)
West Rail Relocation	11,664	245,114	5,000,000	4,754,886
SH 550	350,885	4,490,487	34,450,000	29,959,513
SH 32 (East Loop)	9,715	12,152	225,000	212,848
FM 803	33,861	41,979	35,000	(6,979)
General Brant	0	0	50,000	50,000
Port Isabel Access Rd	0	0	300,000	300,000
Total Capital Projects	<u>589,432</u>	<u>5,939,291</u>	<u>47,760,000</u>	<u>41,820,709</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 1/1/2015 Through 1/31/2015
(In Whole Numbers)

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Capital Projects					
Indirect	1000				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Direct Legal Costs	15300	0	1,715	0	(1,715)
Total Indirect		0	1,715	0	(1,715)
South Padre Island 2nd Access	2000				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	72,961	0	(72,961)
CIP - Preliminary Engineering & Design	15110	900	900	400,000	399,100
CIP - Environmental Studies	15120	128,739	980,259	1,000,000	19,741
CIP - Direct Legal Costs	15300	0	7,964	0	(7,964)
Total South Padre Island 2nd Access		129,639	1,062,084	1,400,000	337,916
West Parkway Project	2025				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Environmental Studies	15120	0	0	800,000	800,000
CIP - Direct Legal Costs	15300	0	7,570	0	(7,570)
CIP - Direct Administration	15320	26,834	26,834	0	(26,834)
Total West Parkway Project		26,834	34,404	800,000	765,596
Outer Parkway	2050				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	12,200	500,000	487,800
CIP - Preliminary Engineering & Design	15110	0	0	1,000,000	1,000,000
CIP - Environmental Studies	15120	0	0	1,000,000	1,000,000
CIP - Direct Legal Costs	15300	0	5,479	0	(5,479)
Total Outer Parkway		0	17,679	2,500,000	2,482,321
FM 1925	2075				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	0	350,000	350,000
CIP - Preliminary Engineering & Design	15110	0	0	350,000	350,000
CIP - Environmental Studies	15120	0	0	300,000	300,000
CIP - Direct Legal Costs	15300	0	8,558	0	(8,558)
CIP - Direct Administration	15320	26,834	26,834	0	(26,834)
Total FM 1925		26,834	35,392	1,000,000	964,608
West Rail Relocation	2100				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Mitigation	15130	0	2,327	0	(2,327)
CIP - Right of Way	15200	6,354	8,879	0	(8,879)
CIP - Construction	15220	0	4,588	1,000,000	995,412
CIP - Construction Management	15240	4,836	228,509	0	(228,509)
CIP - Direct Legal Costs	15300	474	812	0	(812)
Total West Rail Relocation		11,664	245,114	1,000,000	754,886
SH 550	2200				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Preliminary Engineering & Design	15110	0	0	2,500,000	2,500,000
CIP - Utilities	15210	0	0	604,600	604,600
CIP - Construction	15220	323,052	4,294,372	14,000,000	9,705,628
CIP - Construction Management	15240	27,833	194,022	1,000,000	805,978
CIP - Direct Legal Costs	15300	0	2,093	0	(2,093)
Total SH 550		350,885	4,490,487	18,104,600	13,614,113
SH 32 (East Loop)	2250				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	9,715	10,934	500,000	489,066

Financial information is unaudited and subject to change

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 1/1/2015 Through 1/31/2015
(In Whole Numbers)

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
CIP - Preliminary Engineering & Design	15110	0	0	5,000,000	5,000,000
CIP - Environmental Studies	15120	0	1,218	1,500,000	1,498,782
Total SH 32 (East Loop)		9,715	12,152	7,000,000	6,987,848
FM 803	2300				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Mitigation	15130	7,027	7,027	50,000	42,973
CIP - Direct Legal Costs	15300	0	8,118	0	(8,118)
CIP - Direct Administration	15320	26,834	26,834	0	(26,834)
Total FM 803		33,861	41,979	50,000	8,021
Port Isabel Access Rd	2400				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Environmental Studies	15120	0	0	100,000	100,000
Total Port Isabel Access Rd		0	0	100,000	100,000
FM 509	2450				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Preliminary Engineering & Design	15110	0	0	1,000,000	1,000,000
Total FM 509		0	0	1,000,000	1,000,000
North Rail Relocation	2500				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Environmental Studies	15120	0	0	400,000	400,000
Total North Rail Relocation		0	0	400,000	400,000
Total Capital Projects		589,432	5,941,006	33,354,600	27,413,594

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Toll Revenues and Expenditures - Unposted Transactions Included In Report
From 1/1/2015 Through 1/31/2015

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Toll Revenues				
Toll Revenue	0.00	34,603.51	170,848.00	(136,244.49)
Toll Violation Revenue	9,426.38	26,219.02	100,000.00	(73,780.98)
Interop Revenue	6,500.00	43,650.50	282,624.00	(238,973.50)
Pay by Mail Revenue	9,799.85	19,998.50	0.00	19,998.50
Total Toll Revenues	25,726.23	124,471.53	553,472.00	(429,000.47)
Toll Expenditures				
Toll services				
Toll Services	0.00	20,308.40	178,672.00	158,363.60
Interop Collection Fees	0.00	3,222.03	19,800.00	16,577.97
PBM Add on Fees	0.00	1,135.23	0.00	(1,135.23)
PBM Image Review	3,639.82	13,003.25	175,000.00	161,996.75
PBM Pre-Court Program	0.00	0.00	10,000.00	10,000.00
Total Toll services	3,639.82	37,668.91	383,472.00	345,803.09
Toll maintenance				
Maintenance - SH 550	1,750.00	44,036.38	130,000.00	85,963.62
Total Toll maintenance	1,750.00	44,036.38	130,000.00	85,963.62
Total Toll Expenditures	5,389.82	81,705.29	513,472.00	431,766.71
Net Change in Toll Services	20,336.41	42,766.24	40,000.00	2,766.24

**4-C CONSIDERATION AND APPOINTMENT OF A VICE-CHAIRMAN,
SECRETARY AND TREASURER (TABLED)**

**4-D CONSIDERATION AND APPROVAL OF AN INTEROPERABILITY
AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND THE CITY OF PHARR, TEXAS**

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into effective as of the 2nd day of June, 2015, by and between the Cameron County Regional Mobility Authority ("CCRMA"), a political subdivision of the State of Texas, and the City of Pharr, Texas (the "City"), (collectively, the "Parties").

RECITALS

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

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

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

WHEREAS, the CCRMA currently operates the SH 550 Toll Project and plans to develop and operate future toll projects in Cameron County (the "CCRMA Projects"); and

WHEREAS, the City currently operates the Pharr-Reynosa International Toll Bridge (the "Pharr Bridge") pursuant to Chapter 367 of the Texas Transportation Code; and

WHEREAS, the Pharr Bridge and the CCRMA Projects both utilize electronic toll collection systems that employ transponder devices to collect tolls (the "ETC Systems") from customers of the City and the CCRMA; and

WHEREAS, the City has made available and issued such transponders to customers who use the Pharr Bridge (the "Pharr Bridge Transponders"); and

WHEREAS, a significant number of vehicles utilizing Pharr Bridge Transponders travel on and incur toll transactions on CCRMA Projects but are not registered as CCRMA customers, making it difficult for the CCRMA to collect toll charges from these vehicles; and

WHEREAS, the Parties agree that it will be to their mutual benefit to engage in a collective approach to the collection of tolls for the use of CCRMA Projects incurred by customers with Pharr Bridge Transponders; and

WHEREAS, the Parties agree that it would be to their mutual benefit to operate their respective ETC Systems in an interoperable manner for the purpose of exchanging toll transactions generated by their respective customers.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. **Operation of Interoperability System.** The Parties agree to operate a system that includes interoperable interfaces as part of their respective ETC Systems in addition to using applicable and compatible electronic tag devices. The Parties further agree to operate the necessary interoperable components of their toll collection systems in accordance with the Texas Interoperability Business Rules ("IOPHub IBRs"), attached hereto as Exhibit "A", and the Texas Interoperability Interface Control Documents ("ICDs"), attached hereto as Exhibit "B". The IOPHub IBRs and the ICDs are primarily governed by underlying agreements between the various toll authorities around the State (the "Interoperable Authorities") and their consultants and the Statewide Interoperability of Toll Collection Systems Agreement. Any amendments to the IOPHub IBRs or ICDs made pursuant to those underlying agreements shall not apply to this Agreement unless approved by written agreement of the Parties. As their business needs change the Parties agree to review the IOPHub IBRs and ICDs periodically for possible modifications.
2. **Data Transfer.** The Parties agree to exchange data in accordance with the requirements of the IOPHub IBRs and the ICDs.
3. **Pharr Bridge System Matched Transactions.**
 - (a) The CCRMA agrees to operate the ETC Systems on the CCRMA Projects in a manner that allows for recognition of the Pharr Bridge Transponders. Upon recognition of a Pharr Bridge Transponder on a CCRMA Project, the transaction will be transmitted to the CCRMA for processing. The CCRMA will then transmit the summary compiled by the CCRMA Project Host Server ("PHS") of the applicable toll transactions to the City. These transactions are referred to as "System Matched Transactions" and will be identified in such a way that the City can identify these transactions on its customers' toll statements.
 - (b) The City agrees to specifically identify these transactions on its customers' toll statements and inform its customers that they must review such transactions and notify the CCRMA of any toll charges inconsistent with actual travel within thirty (30) days of their toll statement date. The CCRMA must give its prior written approval to the form of the City's communications with respect to such transactions before the City utilizes the communications with the City's customers.
4. **Transaction Fee.** The "Transaction Fee" to be paid by CCRMA to the City for processing and collecting transactions of the holders of Pharr Bridge Transponders for use of CCRMA Projects shall be fifteen percent (15%) of the initial toll charge

posted to a customer's account. There shall be no Transaction Fee for adjustments or corrections to the initial posted toll charge to a customer's account. The CCRMA will impose its standard toll rate as its toll charge on City customers and the City shall deduct the Transaction Fee from that amount. The Parties may agree to an additional transaction fee to be imposed on those transactions that fall outside of the normal scope of collection procedures, and require additional collection efforts. The City will refer customers to the CCRMA to perform all research and dispute resolution involving the interoperable transactions. In cases where the City must perform action outside of the normal course of customer maintenance, such as providing documentation, additional research and staff time, the City may request an additional transaction fee to be imposed on the select customer transactions. The City must provide written documentation evidencing the additional collection efforts for justification of additional transaction fees imposed prior to performing the work, and the work shall not be performed unless the CCRMA has agreed to the work and the additional transaction fees in writing. From the effective date of this Agreement at a minimum of once annually, the Parties may review the Transaction Fee for possible adjustment pursuant to an amendment to this Agreement.

5. **Payment of Transaction Fees and Reconciliation.** The City will reconcile transactions on a monthly basis, and agree to pay, or cause to be paid, any funds collected on behalf of the CCRMA within thirty (30) days. The City may deduct the Transaction Fees that are owed prior to transferring toll related funds to the CCRMA. The City shall submit a summary of Transaction Fees charged and collected under this Agreement and shall also present a reconciliation of the related transactions, invoices, and accounts.
6. **Marketing.** Parties at their own expense will engage in marketing activities as each may deem necessary and appropriate to advise their customers of the interoperability of benefits being delivered through this Agreement. The Parties may use each other's name or trademarks in marketing efforts relating to this agreement. A Party that intends to use the other Party's name or trademark in marketing materials will give the other Party a reasonable opportunity to review and comment on such marketing materials before the materials are viewed or issued to the public. Parties agree to allow for joint marketing efforts where those efforts may be mutually beneficial and provide cost savings.
7. **Customer Information.** Each Party will preserve and maintain the information received as to the other party, if any, and further advise if any confidential information is subject to disclosure. Either party shall at all times act in compliance with applicable laws concerning disclosure, privacy practices, and application regulations. These obligations survive the expiration or termination of this Agreement.
8. **Expanded Interoperability Benefits.** The Parties agree that expanded and further interoperability benefits may be considered pursuant to an amendment to this Agreement, including without limitation the ability to collect tolls for use of by City from holders of transponders issued by other Interoperable Authorities.

9. **Audit.** Upon reasonable advance notice, the Parties at their own expense, may audit each other's books and records that directly relate to the subject matter of this Agreement.
10. **Termination.** This Agreement may be terminated by (i) mutual agreement of the Parties, (ii) by either Party at any time with or without cause by giving to the other Party thirty (30) days prior written notice of its intent to terminate, or (iii) immediately by either Party upon the failure of the other Party to fulfill its obligations under this Agreement.
11. **Notices.** All written notices, demands, and other papers or documents to be delivered to the Parties under this Agreement shall be delivered by courier, hand delivery, or overnight express mail service, to:

To the CCRMA: Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, Texas 78575
Attn: CCRMA Executive Director

To the City: Ambrosio "Amos" Hernandez
Mayor City of Pharr
PO Box 1729
Pharr, TX 78577

All written notices, demands, and other papers or documents served upon the Parties in the aforesaid manner will be deemed served or delivered for all purposes hereunder immediately upon actual delivery or refusal of delivery if transmitted by courier or overnight delivery service.

11. **Relationship of the Parties.** Nothing in this Agreement is intended to create, nor shall be deemed or construed by the Parties or by any third Party as creating the relationship of principal and agent, partnership, or joint venture between the Parties and/or any other Party. Without limiting the foregoing, the purposes for which the Parties have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control between the Parties hereto. Each Party agrees it is responsible for its actions and the actions of its contractors, employees, representative, and agents. Neither Party waives any powers, rights or defenses it may have under applicable law.
12. **No Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of the Parties and their respective successors. Nothing in this Agreement nor in any approval subsequently provided by either Party hereto will be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation, or other entity, including, without limitation, the public in general or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal

injuries, property damage, or any other relief in law or equity in connection with this Agreement.

13. **Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of the Parties and their legal successors. Other than as provided in the preceding sentence, neither Party shall assign, sublet or transfer its respective interests in this Agreement without the prior written consent of the other Party to this Agreement. Any assignment in violation of this paragraph shall be void and cause a default under this Agreement.
14. **Severability.** If any provision of this Agreement or the application thereof to any entity or circumstance is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other entities or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
15. **Written Amendments.** Any change in the Agreement, terms and/or responsibilities of the Parties hereto must be enacted through a written amendment by each respective governing body. No amendment to this Agreement shall be of any effect unless in writing and executed by the Parties.
16. **Limitations.** All covenants and obligations of the Parties under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of the Parties shall have any personal obligations or liability hereunder.
17. **Authorization.** Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third Party is required to be obtained or made in connection with the execution delivery or performance of this Agreement. Each signatory on behalf of the Parties, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.
18. **Interpretation.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of either Party by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.
19. **Waiver.** No delay or omission by either Party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No course of dealing between the Parties will be a waiver of estoppel of a right, remedy, or condition under this Agreement.

20. **Entire Agreement.** This Agreement when executed constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement.
21. **Counter Parts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the Parties.
22. **Headings.** The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

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

APPROVED AS TO FORM:

General Counsel

CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY



Pete Sepulveda, Jr., Executive Director

Date: _____

ATTEST:



Secretary
of Pharr

CITY OF PHARR



Ambrosio Hernandez, Mayor of the City

Date: July 15, 2015

The Pruneda Law Firm, PLLC,

City Attorney

By: Michael Pruneda

APPROVED BY
CITY COMMISSION
ON: 06-02-15 MP

**4-E DISCUSSION AND POSSIBLE ACTION REGARDING FINANCING
OPTIONS FOR CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY SYSTEM PROJECTS INCLUDING SH 550 DIRECT
CONNECTOR, SH 550 SEGMENTS 1 AND II, EAST LOOP, 281
CONNECTOR, SPI 2ND ACCESS, OUTER PARKWAY, FM 1925 AND
FM 509 (TABLED)**

**4-F DISCUSSION AND POSSIBLE ACTION REGARDING THE REQUEST
FROM THE RIO SOUTH TEXAS ECONOMIC COUNCIL**

The Rio South Texas Economic Council

[\(www.riosouthtexas.com\)](http://www.riosouthtexas.com)

Who We Are: Rio South Texas Economic Council (RSTEC) is a coalition of economic development corporations, chambers of commerce, businesses and professionals, organized to market the Rio Grande Valley in order to improve the economy, job opportunities, and lifestyle for the people who live along our 120-mile stretch of the Texas-Mexico border.

What We Do: Membership fees are used to facilitate a regional approach to economic development and fund marketing and public relations campaigns to raise interest in the valley and awareness of the business and lifestyle opportunities offered by our communities. RSTEC will also create additional programs designed to inform, improve, and promote our region.

What We Have Done: RSTEC has worked on traditional marketing for the attraction of new investment to the region and recently has been working to mitigate any image harm done to the Rio Grande Valley in the wake of the Central American refugee crisis on our border. Our organization took numerous steps to guide the conversation around the influx of unaccompanied minors. In coordination with our communications consultants at Big Bend Strategies (www.bigbendstrategies.com), here are some of the tactics that were executed to prevent harm and, in some cases, enhance the image of the valley.

- 1) Media trained 60 people, including elected officials like county judges, mayors, business executives, law enforcement, and other thought leaders on how to talk about the immigration crisis. Those individuals delivered the message that this was a "humanitarian crisis" and the children were "refugees." Reporters, generally, did not talk about the influx as involving "illegal aliens" and "violent drug runners."
- 2) By using strategic communications to position the situation as a humanitarian issue, RSTEC's leadership was able to turn attention to community efforts to assist the children. As journalists looked at the circumstances, their stories became narratives of our communities volunteering time, food, clothing, and even money to assist the children in our presence. A potential negative for the valley was turned into a relatively positive outcome about the caring and generosity of our residents.
- 3) RSTEC has launched a website to daily deliver positive information about the valley. The Rio Grande Valley Newswire (www.rgvnewswire.com) is a few months old but is daily gaining traffic and readership. The site also includes a Facebook page, Twitter account, and LinkedIn. Information is posted daily and driven out to wide audiences through social media. These are original stories and

information gathered from RSTEC members and also includes curated reports from other sources.

- 4) A series of videos is in production about the Rio Grande Valley. These are informational and serve the purposes of informing the uninitiated and marketing to potential newcomers, tourists, or businesses considering relocation. Videos are posted on the RGV Newswire site and are available for republication and distribution by RSTEC members. The initial three videos include an overview of the RGV, a look at the emerging energy industry and its potential impacts, and an assessment of our manufacturing industries. Those videos are available to be used by any organization promoting the RGV.*
- 5) Acted as spokespeople for the valley. Along with mayors, county judges, law officers, and other elected officials, RSTEC board and members appeared in various local, state, and national media to offer the valley's perspective on the humanitarian crisis. Appearances were recorded on CBS News, FOX News, CNN, MSNBC, and we were quoted in state and national media and websites. A wire service story by the Associated Press was distributed worldwide with quotes from RSTEC Chairman Eduardo Campirano and was published in the UK, Africa, Australia, Asia, and Europe. RSTEC has been vigilant about delivering a much truer and more balanced message for the Rio Grande Valley.*
- 6) Developed a set of messages that can be used by anyone to communicate about the valley. These messages are both proactive and responsive, which allows all of us to address negative criticisms while also offering positive statements and a better understanding of the border in our communities. The marketing messages are as follows:*

Proactive/Positive Messaging

- The RGV is located close to affordable labor and offers easy access to international markets.*
- The workforce is young and increasingly educated with UTRGV, South Texas College, Texas State Technical College, Texas Southmost College, and the UT Medical School providing higher education.*
- RGV communities have some of the lowest crime rates in the U.S. when compared to cities of a comparable size.*
- Dozens of public schools in the RGV have been named "Distinguished" by the state under rigorous standards for consistent performance.*

- *UTRGV will become one of the largest higher education complexes in the nation. The UT System has committed \$700 million to UTRGV over the next ten years.*
- *Non-farm employment growth is exceeding the rest of Texas by 30-40 percent in the valley.*
- *Agriculture is still critical to the economy and the valley remains the largest producer in Texas of vegetables and citrus.*
- *The RGV is geographically situated between the Eagle Ford Shale of Texas and the newer Burgos Basin in Mexico and is expected to benefit greatly from the continued development of those energy sources.*
- *Completion of Mexican superhighway 40D from the Pacific Coast to the Gulf of Mexico means the valley will become the shortest route to Midwestern and East Coast US markets and the busiest land ports of entry.*
- *A dozen bridges link the valley to Mexico and facilitate daily business with a country that is always one of the three largest US trading partners.*
- *Space X has selected Brownsville as the site for the construction of a commercial rocket facility that will create 600 long-term jobs and attract 15-20 thousand visitors for monthly launches.*
- *The more than three-dozen communities of the valley have titles like All America City, Most Affordable City in America, Best City to be a Solo Entrepreneur, and have been the quickest to recover, according to US government statistics, from the 2007-2008 recession.*
- *Wind farm projects throughout the RGV will add affordable energy, jobs, and about a billion dollars in overall investment into the two counties.*
- *A new cross valley 345 kilowatt electrical line will provide power needed for increased population and commerce.*
- *A natural gas pipeline running from the Eagle Ford Shale will pass through Starr County and cross the Rio Grande River delivering \$7 million dollars worth of product every day to power plants in Northern Mexico.*
- *The RGV is home to the North American Advanced Manufacturing Research and Education Initiative, which developed the concept of Rapid Response Manufacturing and allows companies to produce products after they have been purchased.*

RSTEC Planning

Our long-term goal is to continue to market and promote the Rio Grande Valley to prospective new businesses, investors, tourists, and potential residents as a great place to live and work. We will consistently work to turn around negative images and stories with positive information about life and business in the valley. We are considering a number of different tactics to affect this strategy.

- 1) Videos – We will continue production of videos to educate outsiders regarding the Valley. Immediately, we will add the production of videos about lifestyle and educational opportunities to our portfolio. RSTEC also hopes to produce a marketing video that speaks directly to prospective Winter Texans in order to return the Valley to popularity with this valuable demographic.*
- 2) Events – RSTEC plans to drive involvement of community leaders and businesses to organize and execute events to help further collaborate and revise the vision for growth and prosperity in the Valley.*
- 3) Capital campaigns – Fund-raising can be used for purposes designated as important or valuable throughout our communities. Capital campaigns can raise money for everything from local security efforts to economic development and marketing and branding of the Valley. RSTEC plans to explore these options as a method to compete regionally with other areas of the U.S.*
- 4) Media relations and editorial boards – RSTEC intends to remain vigilant regarding messaging about the Valley. We continue to develop relationships with state and national journalists and will keep them regularly informed of positive developments in the Valley. We also are communicating with editorial boards for question and answer sessions with a Valley delegation to better educate editors about our region.*

Membership

RSTEC membership is open to businesses, associations, and individuals in addition to the Foundation members from economic development corporations, municipalities and counties. Organizational memberships are available at various levels and benefits. Our belief is that the larger the membership, the greater the resources and influence our organization can have with investors and decision-makers, which means creating the types of communities in the Rio Grande Valley that offer irresistible work and lifestyle environments.

Further information: Contact – Alma Puente Colleli at (956)928-0641 or (956)270-3135, email acolleli@riosouthtexas.com or visit www.riosouthtexas.com

(*Insert Membership list here*)

**4-G CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK
AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 40 WITH
HNTB FOR THE WEST RAIL RELOCATION PROJECT**

**Supplemental Work Authorization No. 1
to Work Authorization No. 40**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

**SUPPLEMENTAL WORK AUTHORIZATION No. 1
WORK AUTHORIZATION NO. 40
UPRR West Rail Relocation – RFIs/Shop Drawings**

This Supplemental Work Authorization No. 1 to Work Authorization No. 40 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 detailed in Exhibits B and D.

Part 2. The compensation to be paid for the performance of the Services identified in Exhibit B is based upon direct salary cost times a multiplier as defined in the Agreement. Total compensation, including subconsultant costs and direct expenses, for Supplemental Work Authorization No. 1 is a lump sum amount of **\$146,525.00** increasing the total fee from **\$352,051.00** to **\$498,576.00**, unless mutually agreed to and authorized in writing by the Authority. A fee schedule used to establish the maximum amount payable is attached hereto as Exhibit D. HNTB may alter the compensation distribution between the phases, tasks and work assignments to be consistent with the Services actually rendered, within the total not to exceed amount.

Part 3. Payment to the CONSULTANT for the services established under this Supplemental Work Authorization No. 1 to Work Authorization No. 40 shall be made in accordance with the Agreement.

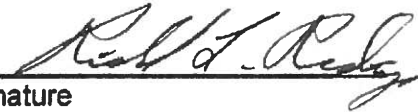
Part 4. This Supplemental Work Authorization No. 1 to Work Authorization No. 40 extends the termination date to January 30, 2015, unless extended by a Supplemental Work Authorization.

**Supplemental Work Authorization No. 1
to Work Authorization No. 40**

Part 5. This Supplemental Work Authorization No.1 to Work Authorization No. 40 is hereby accepted and acknowledged below.

CONSULTANT:
HNTB Corporation

AUTHORITY:
Cameron County Regional Mobility Authority

By: 
Signature

By: 
Signature

Richard L. Ridings, P.E.
Printed Name

David E. Alex
Printed Name

Vice President
Title

Chairman
Title

6/9/11
Date

2/12/15
Date

LIST OF EXHIBITS

Exhibit B - Services to be Provided by the Consultant

Exhibit D - Fee Schedule

**4-H CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK
AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 4 WITH
HNTB FOR WORK ASSOCIATED WITH INTERNATIONAL ADVISOR
SERVICES FOR THE WEST RAIL RELOCATION PROJECT**

**Supplemental Work Authorization No. 01
to Work Authorization No. 04**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

**SUPPLEMENTAL WORK AUTHORIZATION NO. 01
TO WORK AUTHORIZATION NO. 04**
West Rail
International Advisor Services

This Supplemental Work Authorization No. 01 to Work Authorization No. 04 is made pursuant to the terms and conditions of the Base Contract, effective November 1, 2014, 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:

The responsibilities of the AUTHORITY, the CONSULTANT and the schedule are further detailed in Exhibits B and C.

Part 2. The Lump Sum amount for services being performed under this Supplemental Work Authorization No. 01 to Work Authorization No. 04 increases the total lump sum amount payable by \$36,131.00 from \$36,131.00 to \$72,262.00. A fee schedule used to establish the amount payable is attached hereto as Exhibit D. The CONSULTANT may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the services actually rendered, within the total amount.

Part 3. Payment to the CONSULTANT for the services established under this Supplemental Work Authorization No. 01 to Work Authorization No. 04 shall be made in accordance with the Agreement.

Part 4. This Supplemental Work Authorization No. 01 to Work Authorization No. 04 is effective as of January 8, 2015, and shall terminate on March 31, 2015, unless extended by a Supplemental Work Authorization.

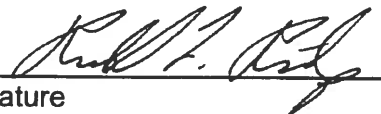
Part 5. This Supplemental Work Authorization No. 01 to Work Authorization No. 04 does not waive the parties' responsibilities and obligations provided under the Agreement.

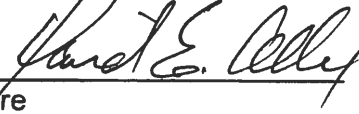
**Supplemental Work Authorization No. 01
to Work Authorization No. 04**

Part 6. This Supplemental Work Authorization No. 01 to Work Authorization No. 04 is hereby accepted and acknowledged below.

CONSULTANT:
HNTB Corporation

AUTHORITY:
Cameron County Regional Mobility Authority

By: 
Signature

By: 
Signature

Richard L. Ridings, P.E.
Printed Name

David E. Allex
Printed Name

Vice President
Title

Chairman
Title

1/20/15
Date

2/12/15
Date

LIST OF EXHIBITS

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

**4-I CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION
NO. 1 WITH S&B INFRASTRUCTURE FOR GENERAL CONSULTING
ENGINEERING SERVICES**

WORK AUTHORIZATION NO. 1

This Work Authorization is made as of this 12th day of February, 2015, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of November 1, 2014 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and S&B Infrastructure, Ltd. ("GEC"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement.

Professional services including consultation, coordination and support on an "as needed basis" by the written request of the Authority and within the jurisdiction of the Authority and its extra-territorial boundaries located in Cameron County, Texas.

Section A. - Scope of Services

GEC shall perform the Services as listed in Exhibit A and as requested by the Authority.

Section B. - Schedule

GEC shall perform the Service within the assigned completion date as per written request of the Authority.

Section C. - Compensation

- C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC an amount not to exceed \$25,000 on a cost reimbursable basis and based on the rate schedules within the Agreement. Compensation shall be in accordance with the Agreement.
- C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization or Supplemental Work Authorization.

Section D. - Authority's Responsibilities

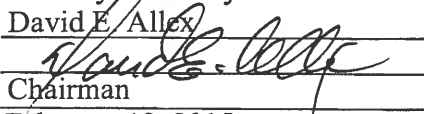
The Authority shall give authorization to the GEC to begin Work. Each Work Authorization will be in writing using electronic mail or documents sent via US Post Office or other carrier and will contain the date work is to start, a description of the work, associated delivery date or other requirements, and be in accordance with the Agreement.

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization: No other provisions.

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

Authority: Cameron County Regional
Mobility Authority

By: David E. Alley
Signature: 
Title: Chairman
Date: February 12, 2015

GEC: S&B Infrastructure, Ltd.

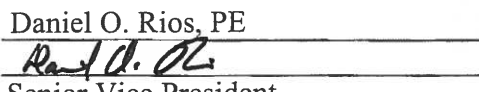
By: Daniel O. Rios, PE
Signature: 
Title: Senior Vice President
Date: February 12, 2015

EXHIBIT A SCOPE OF SERVICES

I. Services

The following types of work elements may be assigned under the terms of this Agreement. The Authority anticipates that some of the following work shall be performed in-house by the GEC utilizing its own staff and some work will be outsourced, all as indicated below. Nonetheless, the Authority reserves the right to request the GEC to perform any of the services in-house (subject to the GEC's qualifications and capacity therefor) or to outsource and supervise same, notwithstanding the "In-House" or "Outsourced" indications below:

A. Initial Transportation System Development Services

Upon issuance of a Notice to Proceed, the GEC shall begin a comprehensive analysis of current and future highway traffic capacity improvements in the Cameron County region. The GEC shall access highway capacity improvement planning available from the Pharr District of TxDOT and the Metropolitan Planning Organizations located within Cameron County and analyze the committed TxDOT financing to implement the identified highway capacity need. From this analysis, the GEC shall prepare a suggested Strategic Transportation Development Plan for the region served by the Authority.

On new location corridors, the initial GEC services shall be inclusive of procuring and utilizing photogrammetry, ground surveying, GIS mapping, and GPS surveying and mapping to identify and recommend to the Authority potential alternate Transportation routes and locations and to estimate and evaluate the cost and physical feasibility of alternate routes.

The initial service will be applied to these projects: 2nd Causeway to South Padre Island, SH 550, West Parkway, Outer Parkway, 281 Connector, West Rail Relocation, U.S. 77, U.S. 77 Driscoll Bypass, US 77 Riviera Bypass, General Brant Road, SH 32 East Loop, I-69E. FM 803, North Cameron County Switch Yard, North Railroad Relocation, Port Isabel Access Road, FM 509 Extension and FM 1925 Project. Overall, services may relate to any transportation project of the Authority (as defined in Chapter 370 of the Texas Transportation Code) or in which the Authority becomes involved through partnerships with other entities.

Fiscal feasibility analyses of the potential financing from capital created by the issuance of revenue bonds will be conducted jointly among the Authority, the GEC, the traffic and revenue engineers, financial advisors, general counselors, bond counselors, and investment bankers separately retained by the Authority. Indications of potential revenue bond financing feasibility may lead to more intensive services being required of the GEC as described in more specificity as follows.

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B. Transportation System Planning

Transportation planning services include, but are not limited to:

1. Assist and advise the Authority, including attendance at meetings as requested, in all matters of engineering policy in administration, planning, and design of transportation systems inclusive of new location corridors and modifications of existing corridors by the addition of tolled lanes or the extensions or expansions of highway corridors by the addition of tolled lanes.
2. Utilizing information and data gathered under Section IV.A. of this Appendix A for new location transportation projects, select, where appropriate, a minimum of three potentially physically feasible alternate transportation corridors inclusive of a "no-build" condition for each new location transportation corridor.
3. Develop preliminary schematic designs for the alternate transportation routes and for additional capacity tolled lane roads sufficient with which to (i) locate probable grade separations, interchanges, points of ingress and egress (the Authority separately will retain a traffic and revenue engineer to advise the location of points of ingress and egress and to recommend a toll collection plan), (ii) identify principal hydraulic features and accommodation thereof, (iii) develop preliminary cost estimates with more accuracy than those produced under Section IV.A. of this Appendix A, and (iv) prepare exhibits of lines of right-of-way ownership along the transportation project.
4. Conduct an environmental study of the transportation corridor in accordance with 23 C.F.R. 771 and the policies and procedures for implementing the National Environmental Policy Act of 1969 as amended as published in 40 C.F.R. parts 1500 through 1508 inclusive of procedures to comply with 23 U.S.C. 109(h), 128, 138, and 49 U.S.C. 303, 1602(d), 1604(h), 1604(i), 1607(a)-(l), and 1610. Federal Highway Administration ("FHWA") has advised the Authority that it is not initiating any new Major Investment Studies and that alternate route analyses will be performed under provisions of Section 771.111 of Title 23.
5. Plan, advertise, prepare exhibits and printed description materials, conduct, record, and report on all public meetings and public hearings related to and required by environmental impact studies. Prepare written responses to comments and questions posed by the public at such meetings.
6. Prepare, write, and submit a preliminary and final Draft Environmental Impact Statement ("DEIS"), Final Environmental Impact Study ("FEIS"), Environmental Re-evaluations ("RE-EVs") or a Finding of No Significant Impact ("FONSI") for each transportation project. Assimilate into each edition of the above studies/reports revisions requested by reviewers that

have been approved by the Authority. Print 75 copies of the approved DEIS and the FEIS and 25 copies of the FONSI. Assemble and review comments received from public hearings. Prepare written responses to public hearing oral and written comments and submitted technical reports for consideration by the Authority.

The DEIS, FEIS, RE-EVs, and FONSI efforts may include a search of historical records and field investigations /studies/analyses of and for historical architecture and archeological features, wet lands preserves requirements, wetlands avoidance and mitigation, identification and avoidance of section 4(f) lands, flood plain limits as defined and established by FEMA, hydraulic and hydrologic records, noise analyses, air and water quality impacts and mitigation, Section 106 impacts, farmland impacts, environmental justice considerations, and visual impacts, hazardous waste sites, the presence of and impacts on threatened or endangered species, and performance of other social, economic, and environmental impacts related to the project and the geographic area influenced by construction and operation of the Transportation in the proposed corridors.

7. Obtain records of available geotechnical data and subsurface exploration information to confirm or determine bridge foundation type and pavement designs through analysis of available information. If no geotechnical information for the alternate transportation corridors is available, the GEC shall assist the Authority in the writing of an appropriate scope of geotechnical services and assist the Authority in the evaluation of responses received from an RFQ issued by the Authority for geotechnical services.
8. Coordinate studies with public and private agencies and local governments having an interest in the location of the transportation project.
9. Coordinate studies with the private business along the route. These would include, but not be limited to, apartment complexes, gasoline stations, shopping complexes, railroads, public transit, restaurants, and other business enterprises.
10. Determine approximate extent of relocations or adjustments of major public or private utility lines which may be necessary as a result of construction of the project. Conferences shall be held with affected public and private agencies and local governments to (i) develop preliminary estimates of cost for this work, (ii) develop lines of communication and liaison to plan for design and relocation, and (iii) establish a means to keep all parties apprised of the involvement of transportation development as evidenced by the culling of the alternate routes to a single preferred route, and (iv) identify a method of continuing to update all utility representatives on a continually evolving schedule for development of the transportation project.

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EXHIBIT A
SCOPE OF SERVICES

11. Determine types, extent, and principal features of the transportation project including an approximate location and geometric (horizontal and vertical) layout of interchanges, ramps, intersections, grade separations, new median tolled lanes, and toll plaza and/or points of electronic toll collection.
12. Prepare budget estimates of operating and maintenance costs of the transportation project for forty years inclusive of insurance costs and the establishment of reserve and capital improvement funds.
13. Prepare estimates of costs of required sound attenuation systems, if applicable.
14. Identify all State, Federal, and local permits and licenses which must be acquired by the Authority in order to construct the transportation project.
15. Write and publish preliminary engineering report on the preferred route of the transportation project as identified in the DEIS, FEIS, RE-EVs, or the FONSI. The purpose of the preliminary engineering report is to document the design features of the project and describe the facilities and the design criteria and standards to be used in the final design of the project. It will also include and estimate of the cost of the transportation project based on the preliminary plans developed to date and an estimate of the major items and quantities of construction. Unit prices determined from a review of cost trends for similar construction in the San Antonio area shall be applied to the estimated quantities to derive estimated construction costs. The preliminary report shall also include an estimate of operation and maintenance cost for the opening year and future year levels based on reasonable annual cost escalation and a general schedule for the design and construction of the transportation project.

C. Final Schematic Design of the Transportation System

Services under this Section begin upon receipt of a Record of Decision approving the DEIS, FEIS, RE-EV, or FONSI and/or upon issuance by the Authority of a Notice to Proceed or a Partial Notice to Proceed with the services hereinafter described in a random sequence that may be appropriate for a specific transportation project to be constructed along the preferred route.

1. Assist and advise the Authority, including attendance at meetings as requested, in matters of engineering policy related to administration, planning, design, and construction of the transportation project. Prepare a record of such activities.
2. Develop a written scope of services (utilizing the general form and content previously developed by the Authority) for purposes of soliciting requests for qualifications and requests for proposals from qualified professional land surveyors and geotechnical engineering firms to perform and deliver their expert specialty services for the transportation project, if such services have not been earlier acquired by the Authority, in the sequence directed by the Authority.

TEB

EXHIBIT A
SCOPE OF SERVICES

3. Write a final scope of services for a detailed aerial photogrammetry program tailored to the preferred transportation project route which will develop horizontal and vertical controls and aerial topographic mapping of the transportation corridor if such services have not been acquired previously as the transportation development has evolved. Direct the aerial surveyor in the establishment of horizontal and vertical control points on the ground to which the aerial photogrammetry shall tie and be controlled by or direct the land surveyor to set such control points.
4. Develop an evaluation system to assist the Authority in its assessment of the qualifications of and selection of geotechnical engineers and aerial and land surveyors for services for the transportation project.
5. Plan, advertise, prepare exhibits and printed descriptive materials, conduct, record, and report on all public meetings and public hearings required in addition to those conducted under Section 3 hereof. Prepare written responses to comments and questions posed by the public at such meetings.
6. Utilizing the products of the aerial surveyor and the land surveyor, prepare the final geometrically controlled conceptual schematic horizontal and vertical plan/profile design of the transportation project at a scale of 1"=50' horizontally and 1"=10' vertically in a digitized format performed within GeoPak programming. This task includes preparation of a base map layer suitable as a resource base from and upon which section engineers, architectural engineers, landscape architects, signing engineers, and illumination engineers can perform their final designs from which construction plans can be issued. The final schematic designs shall reflect and accommodate the most recent toll collection plan being recommended by the traffic and revenue consultant (TRE). During preparation of the final conceptual schematic design, maintain liaison with the TRE to ensure that the evolving toll collection plan and civil design are compatible.
7. Identify public and private utilities present in the transportation corridor. Identify those utilities in potential conflict with construction of the transportation corridor. Contact each utility owner to further clarify potential conflicts. Working with the utility owners, develop cost budgets and methodologies for remedying conflicts. Assist the utility owners, the Authority, and the general counsel of the Authority in developing master utility adjustment agreements among the parties. Maintain liaison among the parties throughout development and deployment of transportation project.
8. Delineate general right-of-way limits for the transportation project, its ramps, toll plazas, interchanges, and frontage roads. Frontage roads should be avoided except to replace existing roads occupied by the transportation project and/or to provide or restore access to property denied access to the transportation project. New property access roads may be designed for two-way operations, if appropriate, and shall not have

MS

EXHIBIT A
SCOPE OF SERVICES

direct access to the transportation project. Develop a transportation corridor right-of-way map illustrating the general limits of transportation corridor right-of-way fee and easement requirements, lines of property ownership and apparent owners. In cases where right-of-way maps have been previously prepared by others, update same to reflect current transportation project planning need. Develop a right-of-way cost budget utilizing expert real estate appraisers, if necessary. Such right-of-way appraiser will be retained by the general counsel of the Authority on behalf of the Authority.

9. Meet and correspond with private businesses, local government representatives, and residents abutting the transportation corridor to explain and illustrate design features of the transportation project and right-of-way acquisition requirements. Prepare a record of such meetings.
10. Write a final detailed scope of services, if such has not been previously performed by the Authority, for an in-depth, final design quality geotechnical field investigation of geologic conditions throughout the length and width of the transportation corridor, inclusive of a final geotechnical engineering report summarizing and reporting the results of the geotechnical investigation and providing design recommendations based upon the geologic properties encountered. Calculate locational geometry, prepare a boring diagram for the transportation corridor, and direct the land surveyors to stake boring sites.
11. In the name of the Authority, apply for all Federal and State permits required including, but not limited to, Section 9 of the Rivers and Harbors Act, Sections 402 and 404 of the Clean Water Act, and all required railroad crossing permits or licenses.
12. Develop surveying criteria and direct and coordinate the activities of the land surveyors in the performance of professional services related to right-of-way surveys, preparing plats and legal descriptions for right-of-way parcels, establishing benchmarks and benchmark loops, performing and setting control survey lines and monuments. Provide review of the right-of-way plats and descriptions for completeness and general conformance with the transportation requirements.
13. Using field information provided by the land surveyors and the products of the land surveyor, prepare preliminary right-of-way maps showing ties to existing right-of-way corners. Establish and describe the transportation corridor centerline. The land surveyor, a title company, and/or others collectively will provide property ownership, deed research, metes and bounds descriptions, and field property corner ties. Property corners shall be indicated on the preliminary right-of-way maps from the centerline of the transportation corridor by stations and offsets. Prepare final right-of-way strip maps for the transportation corridor after right-of-way requirements are defined by section design engineers.

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EXHIBIT A
SCOPE OF SERVICES

14. Collection available record plans of drainage and flood facilities along waterways and, if these facilities are affected by the transportation project, perform preliminary designs for alternative stormwater conveyances in order to determine the construction costs of potential relocations and adjustments.
15. Prepare a master plan to be developed on the base maps created under Section IV.C.6. hereof to reflect desirable configurations of a fiber optic path for conduit or direct burial routing of a fiber backbone and toll plaza/operations building, service laterals inclusive of pavement crossing, stream crossing, and bridge crossing standard details.
16. Prepare estimates of probable construction costs including those of bond issuance, design engineering, geotechnical engineering, surveying, construction management, quality assurance, right-of-way and easement acquisition, administration, legal, and other related estimates of construction costs will be based on the preliminary schematic plans. Preliminary estimates of quantities of major construction items will be determined and current South Texas area unit prices applied to those quantities to determine the estimates of probable construction cost.
17. Prepare a 40-year budget schedule of annual operation and maintenance costs. Evaluate and prepare a recommendation of the amount of bond proceeds capital that initially should be deposited in Reserve Maintenance, Special Reserve Maintenance, and Capital Improvement Funds and annual deposits thereto from toll revenues for forty years.
18. Prepare a Construction Fund pay out schedule.
19. Write and publish a final Engineering Report, issued initially as the preliminary Engineering Report under Section IV.B.15. hereto, based on the final geometrically controlled schematic design of the transportation project. The final Engineering Report shall include text describing the project, the final geometrically controlled schematic design in plan and profile, a summary of the design standards, and estimates of the total cost to develop, operate, and maintain the transportation project.
20. Review and recommend approval of the pay estimates, schedules, and progress reports submitted by the geotechnical engineer(s), the aerial surveyor, the land surveyor, and other consultants the Authority might retain for services those firms deliver.

D. Final Design and Production of Construction Plans and Specifications

Services under this section begin upon receipt of capital sufficient to develop the transportation project and/or upon issuance of a Notice to Proceed or a Partial Notice to Proceed by the Authority.

1. Assist and advise the Authority, including attendance at meetings as requested, in matters of engineering policy in administration, planning, and design of the transportation and prepare a record of such meetings.

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2. Develop a written scope of services for the purpose of soliciting qualifications and proposals from qualified civil consulting engineering firms, referred to in this Appendix A as section engineers, for design and preparation of construction plans and specifications, preparation of plans for utility adjustments, and preparation of estimates of the final quantities and the cost of construction for design sections of the transportation project.
3. Develop a written scope of services for the purpose of soliciting qualifications and proposal(s) from established architectural engineering firms for design and the preparation of construction plans, specifications, and estimates of the cost of construction of barrier and ramp toll plaza operations buildings, if necessary.
4. Develop a written scope of services for the purpose of soliciting qualifications and proposal(s) from the following list of professional services providers qualified to provide plans, specifications, and cost estimates for their particular service delivery categories if such services are not included in the scope of services for section engineers prepared by the GEC pursuant to Section IV.D.2. hereof.
 - a. Illumination engineers for design of the roadway, illumination systems for the transportation project lanes (collectively) and each of the ramps, intersections, interchanges, and service roads to the extent of illumination systems funded by the Authority.
 - b. Testing engineers and testing verification engineers for the performance of construction materials inspection, sampling, testing, and reporting of the results of said services, collectively constituting the quality control and assurance programs for the transportation projects.
 - c. Construction management engineers to perform construction inspections, monitoring, management, reporting, negotiation of scope of revised construction and related costs, preparation and recommendation of construction change orders and supplemental, agreements, creating and maintaining construction records, preparing and issuing final "as built" plans, and providing construction records, preparing and issuing final "as built" plans, and providing construction engineering advice to the GEC and the Authority for the full term of construction.
 - d. Landscaping architects for design of the landscaping.
5. Develop an evaluation system to assist the Authority in its evaluation and selection of section engineers, an architectural engineer, a landscaping architect, a geotechnical engineer, an illumination engineer, testing engineers, a testing verification engineer, and a construction manager.
6. Assist the Authority in the review of proposals from section engineers and of qualifications and proposals for an architectural engineer, a landscaping

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architect, a geotechnical engineer, an illumination engineer, testing engineers, a testing verification engineer, and a construction manager. Some of the engineering services listed in this Section IV.E.6. may be included in the section engineering services.

7. Assist the Authority in interviewing and evaluating the section engineers, the architectural engineers, the landscaping architect, the geotechnical engineer, the illumination engineer, the testing engineers, the testing verification engineer, and the construction manager short-listed candidates.
8. Assist the Authority in fee evaluations and negotiations with the selected section engineers, the architectural engineers, the landscaping architect, the geotechnical engineer, the illumination engineer, the testing engineers, the testing verification engineer, and the construction manager.
9. Perform review, coordination, and liaison work among the Authority, section engineers, and other professional service providers, TxDOT, the Texas Transportation Commission, the FHWA, interested public or private entities, public and private utility owners and operators, and local governments to achieve efficiency and continuity in design and development of the transportation project.
10. Establish criteria for and the format of the plans, specifications, and contract documents for utility relocations or adjustments. Perform review, coordination, and liaison work among the Authority, TxDOT, the FHWA, consultants to the Authority, interested public or private entities, and local governments to achieve efficiency and continuity in planning for and implementing public and private utility relocations and adjustments. Provide ongoing communications with utility owners to ensure a continuing two-way exchange of design and schedule information.
11. Assist the Authority in negotiation with utility companies; railroads, transportation providers; electrical companies; telecommunication companies; gas line companies; municipal, county, state, and other public agencies; water supply and waste water districts; drainage, irrigation, and flood control districts; governmental or quasi-governmental agencies; and other public or private companies regarding the crossings, abandonments, closings, or relocations of their respective public or private utility of infrastructure facilities and participate in the negotiations. On behalf of the Authority, negotiate or participate in negotiations for and writing of agreements covering such crossings, abandonments, closings, and relocations. Attend coordination meetings with involved public or private agencies during utility relocation and adjustment and final transportation project design and construction plan development to discuss such items as permanent or temporary easements, right-of-way requirements, siting of relocated utilities, detours, etc. Advise the Authority on engineering concerns or review possible solutions for matters and issues discussed at those meetings. Perform regular utility/transportation construction

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- compatibility requirements. Assist the Authority in the process of bidding and award of utility adjustment contracts.
12. Review payment requests received from utility companies for design services and for adjustment and relocation of the utilities.
 13. Perform pavement thickness designs for the transportation project based upon results of geotechnical investigations as may be appropriate for varying geologic foundation conditions, laboratory testing results, and projected vehicle types, weights, and volumes for the design year. The pavement design shall follow design procedures/techniques acceptable to TxDOT and FHWA.
 14. Develop geometric and design criteria to establish uniform practices to be followed by the section engineers for acquiring design survey information and performing designs and construction plan preparation for the transportation project and its appurtenances. Assemble existing TxDOT standard plans and prepare supplemental details for use as standard or guide plans for pavement, drainage, structures, traffic interchange facilities, traffic control, and other necessary appurtenances, all subject to the approval of the Authority. Assemble design criteria approved by the Authority into a design manual and deliver to the section engineers and to others as directed by the Authority. Likewise, standard construction detail plans shall be assembled and delivered in a digital format to the section engineers and to others as directed by the Authority. Furnish a sample critical path method schedule to the section engineers for use in preparing a work schedule for submission to and approval by the GEC and the Authority.
 15. Using base maps prepared by the section engineers, design and prepare a signing master plan which will depict required guide and toll advisory signing, showing appropriate text and approximate sign locations.
 16. Using base maps prepared under Section IV.C.16. hereto or enhanced editions thereof produced by the section engineers, design and prepare a roadway illumination master plan which will depict the approximate locations for roadway, ramp, and under bridge lighting. Identify load center locations and indicate where transverse conduits should be placed to provide electrical service to toll systems, to future median roadway illumination, to electrical load distribution centers, and to provide for telephone and/or fiber optic services (also refer to Section IV.C.15. hereto). This product will be delivered to the illumination engineer for final design and preparation of construction plans and will be provided to the section engineers to ensure that the conduit type, size, and location can be included in the construction plans delivered by the section engineers.
 17. Bi-weekly, review progress of the design work of the section engineers, the architectural engineer, the landscape architect, and the illumination engineer. Ascertain compliance with established design criteria, master plans, and adopted schedule of deliverables. Provide the Authority with

monthly reports of progress and a summary of key decisions that have been made or need to be made.

18. Review and recommend approval of the progress payment requests, schedules, and progress reports submitted by the section engineers, the architectural engineer, the landscape architect, the illumination engineer, the surveyor, and the geotechnical engineer(s), and all other consultants and advisors (except general counsel) retained by the Authority to assist in developing the transportation project.

The GEC shall use Microstation CADD files on CD or DVD and other materials and documents submitted by the various consultants with the progress payment requests, as required, to assist in verifying the percentage of completion of the work for which payment is being requested. The GEC shall keep and safeguard these CDs and DVDs to provide an up-to-date alternative work progress record for the transportation project construction contract plan development of each consultant.

19. Perform critical reviews of engineering designs, plans, and specifications prepared by other consulting engineers retained by the Authority. The review by the GEC shall consist of checking for and commenting on the format, adequacy, and economy of design and conformance with the transportation development requirements, applicable design codes, design criteria, master plans, standards, policies, specifications, and special provisions. The various consulting engineers shall be solely responsible for the accuracy of their respective engineering and technical work. Formal reviews are anticipated to occur at approximately 30 percent, 60 percent, 90 percent, and 100 percent completion. Prior to the issuance of a Notice(s) to Proceed with the consulting engineering services, the GEC shall meet with the various consulting engineers to establish the criteria for what will be defined as constitution 30, 60, 90, and 100 percent plan and specification completion with such criteria having been previously accepted by FHWA.
20. Recommend approved designs, plans, and specifications created by the consulting engineers and delivered to the Authority preparatory to advertising bids. Assist the Authority in the process of bidding and award of construction contracts. Prepare final estimates of construction costs and alternative transportation design configurations prior to the opening of construction bids and at other times as requested by the Authority.
21. Issue certifications for work completed by the section engineers, the architectural engineer, the landscape architect, the illumination engineer, the aerial and land surveyors, and the geotechnical engineer(s), including recommendations for final payment for services rendered.
22. Design standard title blocks, revise title blocks from adopted TxDOT standard drawings, provide engineering specifications and affix professional engineering seals for all specifications, common

transportation designs, and original standard construction drawings that may be adopted for the transportation project. All applications of professional engineers' seals shall conform to the guidelines and regulations adopted by the Texas Board of Professional Engineers.

23. Develop an artistic trailblazer sign design for use in guiding patrons to the transportation project from surrounding roadway systems for review and approval by the Authority. Retain artists, advertising experts, and color contrast experts as may be required.
24. Based on final plan geometry, provide sound attenuation analyses to establish length, height, and placement of required sound attenuation systems. Prepare design criteria. Detailed sound attenuation system designs will be provided by section engineers for each construction contract, as applicable, but the GEC shall propound sound attenuation concepts, policies, and limits. Prepare an estimate of the cost of the sound attenuation systems.
25. Supervise, coordinate, and prepare a final right-of-way strip map for the transportation project created from final right-of-way and easement requirements identified by the section engineers and utility designers as reflected from final plats and legal descriptions produced by the land surveyors. Direct the land surveyors in locating, setting, and monumenting principal right-of-way corners post construction.
26. Perform all duties and services, render all opinions, and issue all certificates specified to be performed by the GEC in the Trust Agreement(s) securing the Authority revenue bonds financing the transportation project.

E. Construction Management Oversight and Inspection

Services under this section begin upon retention by the Authority of a construction manager and/or the issuance by the Authority of a Notice to Proceed or a Partial Notice to Proceed.

1. Perform all duties and services, render all opinions, and issue all certificates specified to be performed by the GEC in the Trust Agreement(s) securing the revenue bonds issued by the Authority to finance the transportation project.
2. Advise and assist the Authority and the construction manager on all matters of engineering related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans prepared by the section engineers. Seek clarifications from the section engineers on the intent of the section engineers reflected in the designs, plans, and specifications prepared by the section engineer.
3. Advise and assist the Authority and the construction manager in evaluating and resolving construction problems and providing guidance in

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matters relating to construction problems and providing guidance in matters relating to construction quality assurance.

4. Serve as the liaison and coordinating agency among the Authority, the construction manager, the testing engineer, the testing verification engineer, local governments, private businesses in the transportation corridor, and the public to achieve maximum efficiency and continuity during the construction. The construction manager is the designated contact party representing the Authority in contacts with local governments, corridor businesses, and the public during the construction term.
5. Review the qualifications of construction contractors, verify the tabulating of all construction contract bids received as tabulated by the construction manager, review bids relative to budgets, and make recommendations to the Authority with respect to the award of construction contracts. Advise and assist the Authority in the preparation and advertising of construction contract bidding opportunities. Provide updated construction contract cost estimates just prior to the bid opening time.
6. Coordinate with the Authority and monitor the construction of utility relocations to verify that line and grade of relocated utilities will not conflict with the construction of the transportation project and report to the Authority the progress of utility adjustments and relocations relative to maintaining required time schedules to achieve clearance and of costs being incurred relative to the budget.
7. Review progress and final payment requests received from utility companies and utility company contractors for adjustment and relocation of utilities.
8. Establish and maintain at a location mutually acceptable to the Authority an office sufficiently staffed as may be required to effectively discharge the obligations under the Agreement to the satisfaction of the Authority.
9. Monitor the status of shop drawings review by others, if any, for completion on a timely basis and in accordance with established construction schedules.
10. As an alternate or in addition to Section IV.E.9. hereof, review construction contract shop drawings, erection drawings, working drawings, samples, material and product certifications, and catalog cuts and brochure submittals for general conformance with the design plans and specifications.
11. Review mill and shop inspection and laboratory tests and field tests of construction materials performed by the testing engineer and the testing verification engineer. (The construction manager has primary responsibility for this item.)
12. Develop, print, and distribute semi-annual design and construction progress reports to the Authority charting progress on the acquisition of

real property, chronicling construction progress, forecasting opening dates for the various construction segments, projecting the date of construction completion, updating construction costs and operating and maintenance costs through one year after completion of construction, forecasting the amount of funds required for each six (6) months during the period of construction, and comparing the actual times elapsed and the actual costs with the original estimates of such times and costs.

13. Perform review, coordination, and liaison work among the Authority, TxDOT, the Texas Transportation Commission, the FHWA, interested public or private entities, and local governments to achieve efficiency, continuity, and proper dissemination of construction related information during the construction of the project.
14. Provide engineering advice and assistance to the Authority, the testing engineer, the testing verification engineer, and the construction manager related to all aspects of the design and construction of the project and to the General Counsel of the Authority with regard to all legal matters, duties, and services required during the construction of the project.
15. Review and recommend approval of progress payment requests, schedules, progress reports, and final payment requests, including certificates of completion, submitted by the testing engineer, the testing verification engineer, consulting engineers, the construction manager, the geotechnical engineer, the land surveyor, and all other consultants and advisors (except general counsel) retained by the Authority to assist in designing and constructing the project. Portions of this duty may be a continuation of the duties required under Section IV.D.18 hereof.
16. Review and verify all reports required of the construction manager and prepare and maintain such additional monthly progress schedules and reports covering all phases of the construction operation as may be required by the Authority and in accordance with the requirements of the Trust Agreement to keep the Authority, its trustee, and its bond investors fully advised with respect to the progress of construction of the project. Perform special studies and analyses and issue reports as may be requested by the Authority.
17. Verify and certify final inspection reports of the completed construction issued by the construction manager and issue recommendations and certifications of completion of construction.
18. Compile and provide the Authority with Record Plans incorporating all construction revisions into the original "as bid" construction plans. Such Record Plans will be based on information furnished by the constructors to the construction manager showing the changes made during construction. The construction manager shall post the "as built" plan revision information it receives on the original tracings and/or digital plan designs prepared by the consulting engineers. The GEC shall review the revisions reported by and posted by the constructors and the construction manager,

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shall collate the final Record Plans tracings or digital records, and shall package and deliver them to the Authority. The GEC shall provide the Authority with six (6) complete sets of "as built" blue line prints, sized 11" x 17", three-post punched and bound between hard covers, for each construction contract exclusive of standard construction detail drawings. All standard drawings issued before or during construction and/or modified or supplemented during construction shall likewise be bound into six (6) sets and delivered to the Authority. The GEC is not responsible for any errors or omissions in the information provided by the construction contractors and the construction manager that are incorporated into the record drawings.

19. Construction management engineers to perform construction inspections, monitoring, management, reporting, negotiation of scope of revised construction and related costs, preparation and recommendation of construction change orders and supplemental, agreements, creating and maintaining construction records, preparing and issuing final "as built" plans, and providing construction records, and providing construction engineering advice to the GEC and the Authority for the full term of construction.

DES

**4-J CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 4
WITH ANDERSON COLUMBIA FOR THE SH 550 DIRECT
CONNECTOR PROJECT**

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 4

1. CONTRACTOR: Anderson Columbia Co., Inc.

2. Change Order Work Limits: Sta. 1183+85.50 to Sta. 1187+63.00

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

This change order is to perform partial depth slab repair to address exposed slab reinforcement at the FM 1847 SB Overpass. The repair will be performed in accordance with the attached Bridge Division Memo recommendation. The work will extend 2' out from lane lines for length of bridge. The price includes payment for traffic control, materials, and labor. The roadway will be closed to expedite the proposed work. Twenty one days will be required for this work.

GCSJ: 3622-01-003
Project: SH 550 Direct Conn
Highway: SH 550
County: Cameron
District: Pharr
Contract Number: 3622-01-003

5. New or revised plan sheet(s) are attached and numbered: None

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

<p>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 charges for time, overhead and profit or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for 85 above.</p>		<p>The following information must be provided</p>	
<p>THE CONTRACTOR</p>		<p>Time Ext. in <u>2</u> Days added on this C.O.: <u>21</u></p>	
<p>By <u>[Signature]</u> Date <u>01/05/15</u></p>		<p>Am't. added by this change order: <u>\$191,485.84</u></p>	
<p>Typed/Printed Name <u>Berry O'Bryan</u></p>		<p>For TxDOT use only:</p>	
<p>Typed/Printed Title <u>Area Manager, Anderson Columbia Co., Inc.</u></p>		<p>Days participating: _____</p>	
		<p>Amount participating: _____</p>	
		<p>Signature _____ Date _____</p>	
		<p>Name/Title _____</p>	

RECOMMENDED FOR EXECUTION:

Agustin Ramirez, P.E./Project Engineer 01/05/15
Name/Title _____ Date _____
Agustin Ramirez, P.E.
Pete Sepulveda, CCRMA Director 01/05/15
Name/Title _____ Date _____

Juan Bosquez, P.E./SBAD, TxDOT
Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

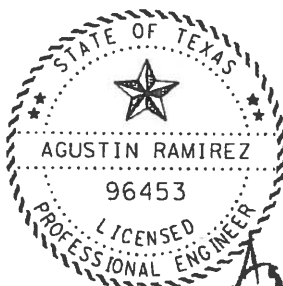
Name/Title _____ Date _____

Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____

Name/Title _____ Date _____
☐ APPROVED

Engineer's Seal:



Agustin Ramirez, P.E.
1/5/15

Estimated Cost: \$191,485.84

CCS: 3622-01-003

TABLE A: Force Account Work and Materials Placed into Stock

Paid by Invoice? (<input type="checkbox"/> Yes <input type="checkbox"/> No)	

[illegible]

TABLE B: Contract Items

[illegible]