

COUNTY OF CAMERON §

12:00 P.M.

VICTOR ALVAREZ
ABSENT

RMA Minutes\February 21, 2008\Page 1


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

Levis Building
1390 W. Expressway 77
San Benito, Texas 78586

Thursday, February 21, 2008
12:00 Noon

- I. Public Comments
- II. Approval of Meeting Minutes for January 10 and 16, 2008
- III. Approval of GEC report for January 2008
- IV. Approval of expenditure report for January 2008 and review of cash flow statement
- V. Consideration and action authorizing Supplemental Agreement No. 1 to Work Authorization No. 4 extending time on the North Rail Project with HNTB
- VI. Consideration and Action approving a time extension to Work Authorization 11 for services provided on the East Loop Project
- VII. Consideration and Action approving Supplemental Work Authorization 1 to Work Authorization 7 for services provided on the West Loop Project
- VIII. Consideration and Action approving Supplemental Work Authorization 2 to Work Authorization 5 for services provided on the FM 509 Project
- IX. Consideration and Action approving the 2008 Proposed Rate Schedule for the General Consulting Civil Engineering Services Agreement
- X. Update on the issuance of the Request For Statements of Interest (RFI) for CCRMA projects
- XI. Discussion and possible action regarding a CDA for the SH 550 Project.
- XII. Approval of travel for Board and Staff to the Team TX Meeting on March 4-5, 2008 in Tyler, Texas

Signed this 15th day of February 2008.


David E. Alex
Chairman

At this time Chairman Alex asked for a moment of silence in memory of Mr. Pete Sepulveda's mother.

I. PUBLIC COMMENTS

None was presented.

II. APPROVAL OF THE JANUARY 10 AND 16, 2008

Director Gallegos moved that the Minutes of the meetings held January 10th and January 16th 2008 be approved.

The motion was seconded by Director Garza and carried unanimously.

III. APPROVAL OF GEC REPORT FOR JANUARY 2008

Mr. Bobby Ball presented and highlighted the January 2008 GEC Report.

Upon motion by Director Gallegos, seconded by Director Scaief and carried unanimously, the January 2008 GEC Report was acknowledged.

The Report is as follows:

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

HNTB

February 8, 2008

Dear Mr. Sepulveda,

The following is a summary of our progress on the subject projects for the month of January 2008.

Project Management:

General GEC

- Prepared contract correspondence and monthly GEC progress report.
- Prepared & submitted CCRMA GEC Invoice No. 19 for work performed on Work Authorization No. 5 (FM 509)
- HNTB developed Supplemental Work Authorization No. 1 to Work Authorization No. 12 (SPI 2nd Access additional services).
- HNTB attended meeting on January 9, 2008 with CCRMA and subconsultant to discuss options for CCRMA projects.
- HNTB attended meeting on January 11, 2008 with CCRMA and TxDOT to discuss CCRMA projects.
- Updated and submitted December 2007 GEC work authorization status report.

North Rail Relocation Project (Work Authorization No. 4)

North Rail Relocation Project relocates the exiting and operating freight rail lines away from incorporated and unincorporated areas of Cameron County, Texas, in particular in and around Harlingen, Texas. An effective relocation of the existing freight rail facility will not only improve freight rail operations to and from the US/Mexico border, but may aid in the enhancement of air quality for the area, improve the safety of the traveling public with regard to the freight rail/passenger interface, improve the response time of emergency vehicles, minimize if not eliminate the transport of hazardous material via freight rail through towns, improve traffic congestion, and ultimately enhance the economic development of the region.

- This work authorization has been completed. No activities to report for this month.
- Supplemental Work Authorization No. 1 to Work Authorization No. 4 (North Rail Relocation) was resubmitted to CCRMA.
- HNTB waiting on Notice to Proceed.

FM 509 Project (Work Authorization No. 5)

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

- Project coordination.
- HNTB delivered the "historic structures" completed draft report to TxDOT ENV on August 15th for coordination/approval. TxDOT ENV has requested that the draft FM 509 EA be reviewed by the Pharr District prior to issuing final determination on the historical resources.
- TxDOT ENV determination regarding historic structures is needed to finalize the identification of the preferred alternative prior to engaging special studies for archeology.
- HNTB addressed TxDOT Pharr District comments on FM 509 Preliminary Draft EA.
- HNTB to resubmit FM 509 Preliminary Draft EA to TxDOT Pharr District.

West Loop Project (Work Authorization No. 7):

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

Project Management (145):

- "STOP WORK" was issued on November 16, 2007.
- HNTB was authorized to "RESTART WORK" on January 21, 2008.
- HNTB updated Project Schedule.
- HNTB submitted Supplemental Work Authorization No. 1. This Supplemental Work Authorization included Public Involvement and Environmental work.

West Rail Relocation Project (Work Authorization No. 8):

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

- HNTB submitted Supplemental Work Authorization No. 1 to Work Authorization No. 8 to extend the West Rail Project effective January 2, 2008 to June 30, 2008.
- Supplemental Work Authorization No. 1 to Work Authorization No. 8 was approved and executed by CCRMA on January 28, 2008.

- Arturo de las Fuentes Hernandez attended the 16th Reunion of the Technical Group on Friday, December 2007.
- Arturo de las Fuentes Hernandez attended a meeting on January 14, 2008 with Lic. Federico Gutierrez Soria, Projects Financial Director from Nacional Financiera to discuss the cost-benefit study in order to incorporate the project to the registration of the Investments Unit from the Treasury and Public Credit Secretariat.
- Arturo de las Fuentes Hernandez attended a meeting on January 15, 2008 with Joe Galvan, President of the B&M International Bridge and Consul Victor Manuel Trevino to discuss the financial information of the bridge.
- Arturo de las Fuentes Hernandez attended a meeting on January 16, 2008 with Directive Board from Cameron County Regional Mobility Authority to discuss the progress on the International Railway Project Brownsville Matamoros Western Alternative.
- Arturo de las Fuentes Hernandez attended a reunion on Monday, January 21, 2008 with C.P. Alfredo Roman Gonzalez Hernandez, Economic Development and Employment Secretary from the Government of Tamaulipas to discuss railway alignment and construction schedule.

South Padre Island Second Causeway (Work Authorization No. 10):

This work authorization provides for the initiation of project development by authorizing the preparation of a comprehensive Project Development Plan and the undertaking of specific actions required under Section 6002 of the Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) to include a project initiation letter, project coordination plan and preliminary need and purpose statement with support documentation.

- HNTB addressed TxDOT ENV comments on the Need and Purpose and Coordination Plan.
- All tasks have been completed for this Work Authorization.

East Loop Pass Through Financing (Work Authorization No. 11):

The project, termed as the East Loop, is currently identified as three sections. Section I begins at the intersection of US 77 (North of Brownsville) and FM 511 in Olmito and continues east along FM 511 to SH 48 (near the Port of Brownsville). This section is currently under design through a TxDOT consultant as a four (4) lane divided section that will ultimately be frontage roads to a six (6) lane divided section for truck and passenger traffic. Section II continues from SH 48 at FM 511 east and then south to SH 4 (Boca Chica Boulevard). This section is currently a TxDOT project and is in the Environmental and Preliminary Schematic stage. Section III continues southbound from SH 4 near the southeast corner of Brownsville and ends at the entrance of the Veterans International Bridge on US 77. This section is currently in the Environmental and Preliminary Schematic stage. Sections II and III are currently identified as a four (4) lane divided section.

- HNTB received comments from TxDOT on the East Loop Pass Through Financing Application on January 11, 2008.
- HNTB met with Pete Sepulveda Jr. for next steps on East Loop.

South Padre Island Second Access (Work Authorization No. 12):

This work authorization provides engineering and environmental services associated with the development and advancement of the National Environmental Policy Act

(NEPA) process for the proposed South Padre Island (SPI) 2nd Access Project. The tasks associated with the project will include the development of the necessary environmental documentation, corridor alternatives assessments and related public involvement activities.

Route and Design Studies (110):

- “STOP WORK” was issued on November 16th
- HNTB was authorized to “RESTART WORK” on January 21st.
- HNTB is assisting in expediting the RESTART of this project with TxDOT and CCRMA staff.
- HNTB prepared Cash Flow schedules and Performance Graphs for various Project Scenarios.
- HNTB continues to communicate with TxDOT officials in an attempt to expedite the project restart.
- HNTB submitted agency coordination letters for internal review.
- HNTB update project schedule.
- HNTB continued to collect existing data.

Consultant Management:

- Continued ongoing coordination with all subconsultants.

Agency Coordination:

- Conducted ongoing discussions with CCRMA staff, TxDOT staff, TTA staff and subconsultants for preparation of 2nd Access, West Loop Project and West Rail Project.

For Discussion:

- Upcoming work authorizations:
 - West Loop Supplemental (Public Involvement, Traffic Counts and Environmental Supplemental information)
 - South Padre Island 2nd Access Supplemental (Economic Development Study and elements of a Level 2 Toll Feasibility Study)
 - Request for Statements of Interest for Comprehensive Development Agreement on potential CCRMA projects
 - FM 511 (Spur 550) re-evaluation of the existing environmental document and environmental mitigation.

Best regards,

Lamberto “Bobby” Balli, P.E.
Associate Vice President

cc: Robert Slimp, P.E.
Richard Ridings, P.E.
David Garcia

**IV. APPROVAL OF EXPENDITURE REPORT FOR
JANUARY 2008 AND REVIEW OF CASH FLOW
STATEMENT**

Mr. Pete Sepulveda presented and highlighted the Expenditure Report for January 2008 and noted that the committee would review the cash flow statements.

Director Parker arrived at this time.

Director Scaief moved that the Expenditure Report for January 2008 and review of Cash Flow Statement be approved.

The motion was seconded by Director Gallegos, and carried unanimously.

The Report is as follows:

Cash Disbursement Journal By GL
From 01/01/2008 To 01/31/2008

<u>Fund Dept</u>	<u>LnItem</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
REGIONAL MOBILITY AL									
110 110	1107	0000160653	HNTB CORP	00193384	01/03/2008	01/02/2008	P118014	17-40619-PL-007	61,018.89
								Check Total	61,018.89
								Line Item Total	61,018.89
110 110	6042			00193384	01/03/2008	01/02/2008	P118015	17-40619-PL-010	3,995.93
								Check Total	3,995.93
								Line Item Total	3,995.93
110 110	6050	0000166064	GARCIA,DAVID	00194065	01/17/2008	01/17/2008		AUSTIN 1/9/08	285.00
								Check Total	285.00
110 110	6050	0000127024	SEPULVEDA,PETE	00193900	01/10/2008	01/10/2008		AUSTIN 1/09/08	363.58
								Check Total	363.58
								Line Item Total	648.58
110 110	6082	0000165669	ALMON,ROBERT	00194409	01/24/2008	01/24/2008		FEB. CONTRACT	500.00
								Check Total	500.00
110 110	6082	0000154776	BETANCOURT,BLANCA	00194437	01/24/2008	01/24/2008		FEBRUARY CONTR,	200.00
								Check Total	200.00
110 110	6082	0000163539	ROBLES,MARICRUZ	00194603	01/24/2008	01/24/2008		FEBRUARY CONTR,	416.67
								Check Total	416.67
110 110	6082	0000166843	SAENZ,PERLA J	00194610	01/24/2008	01/24/2008		FEBRUARY CONTR,	200.00
								Check Total	200.00
								Line Item Total	1,316.67
								Dept. Total	66,980.07

Cash Disbursement Journal By GL
 From 01/01/2008 To 01/31/2008

1101104

<u>Fund Dept</u>	<u>LnItm</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
North Rail Relocation									
110 1104	6045	0000160653	HNTB CORP	00193384	01/03/2008	01/03/2008	P118849	6-40619-PL-004 F	5,220.45

Check Total	5,220.45
Line Item Total	5,220.45
Dept. Total	5,220.45

Cash Disbursement Journal By GL
From 01/01/2008 To 01/31/2008

Fund Dept LnItm
SPI Second Causeway Study
110 1106 6082

PEID

Vendor Name

Check # Date

Post Date

PO #

Invoice #

Amount

00193384 01/03/2008 01/02/2008 P116569 I7-40619-PL-012

60,090.43

Check Total 60,090.43

Line Item Total 60,090.43

Dept. Total 60,090.43

<u>Fund</u>	<u>Dept</u>	<u>LnItem</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
110	1104	6045	0000160653	HNTB CORP	00193384	01/03/2008	01/03/2008	P118849	6-40619-PL-004 F	5,220.45

Check Total	5,220.45
Line Item Total	5,220.45
Dept. Total	5,220.45

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RMA CASH FLOW

	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT.
VEH. REG. FEES	\$67,475	\$ 70,000.00	\$ 80,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
TxDOT	\$550,000.00	-	-	-	-	-	-	-	\$ 1,000,000.00
CASH	\$ 75,000.00	\$ 25,000.00	-	-	-	-	-	-	-
TOTAL	\$ 692,475.00	\$ 95,000.00	\$ 80,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 1,090,000.00
WEST RAIL	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00			
WEST LOOP	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 40,000.00	\$ 40,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 60,000.00
2ND CAUSE WAY	\$ 50,000.00	\$ 250,000.00	\$ 200,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 200,000.00	\$ 200,000.00
OPER EXPS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
SH 550	-	\$ 25,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL	\$ 131,000.00	\$ 356,000.00	\$ 321,000.00	\$ 231,000.00	\$ 231,000.00	\$ 256,000.00	\$ 255,000.00	\$ 305,000.00	\$ 320,000.00
DIFFERENCE	\$ 561,475.00	\$ 300,475.00	\$ 59,475.00	\$ (81,525.00)	\$ (222,525.00)	\$ (388,525.00)	\$ (553,525.00)	\$ (768,525.00)	\$ 1,475.00

RMA TOLL EQUITY CASH FLOW

	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT.
TxDOT	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
TOTAL	\$ 550,000.00								\$ 1,000,000.00
WEST LOOP	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 40,000.00	\$ 40,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 60,000.00
2ND CAUSE WAY	\$ 50,000.00	\$ 250,000.00	\$ 200,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 200,000.00	\$ 200,000.00
TOTAL	\$ 110,000.00	\$ 310,000.00	\$ 260,000.00	\$ 190,000.00	\$ 190,000.00	\$ 195,000.00	\$ 195,000.00	\$ 245,000.00	\$ 260,000.00
DIFFERENCE	\$ 440,000.00	\$ 130,000.00	\$ (130,000.00)	\$ (320,000.00)	\$ (510,000.00)	\$ (705,000.00)	\$ (900,000.00)	\$ (1,145,000.00)	\$ (405,000.00)

RMA NON TOLL EQUITY CASH FLOW

	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT.
VEH. REG. FEES	\$ 67,475.00	\$ 70,000.00	\$ 80,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
CASH	\$ 75,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 142,475.00	\$ 95,000.00	\$ 80,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
WEST RAIL	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
OPER EXPS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
SH 550	\$ -	\$ 25,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL	\$ 21,000.00	\$ 46,000.00	\$ 61,000.00	\$ 41,000.00	\$ 41,000.00	\$ 61,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
DIFFERENCE	\$ 121,475.00	\$ 170,475.00	\$ 189,475.00	\$ 238,475.00	\$ 287,475.00	\$ 316,475.00	\$ 346,475.00	\$ 376,475.00	\$ 406,475.00

Chairman Alex acknowledged the presence of Commissioner Garza.

**V. CONSIDERATION AND APPROVAL TO
AUTHORIZING SUPPLEMENTAL AGREEMENT NO.
1 TO WORK AUTHORIZATION NO. 4 EXTENDING
TIME ON THE NORTH RAIL PROJECT WITH HNTB**

Mr. Bobby Balli noted that the effective date would change from September 15, 2007 to July 15, 2008.

Upon motion by Director Gallegos, seconded by Director Garza and carried unanimously, the supplemental Agreement No. 1 to Work Authorization No. 4 extending time on the North Rail Project with HNTB was approved, as recommended by Mr. Sepulveda.

The Agreement is as follows:

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

AMENDMENT NO. 1
SUPPLEMENTAL WORK AUTHORIZATION NO. 1
WORK AUTHORIZATION NO. 4
North Rail Relocation – UPRR MOU

This Amendment No. 1 to Supplemental Work Authorization No. 1 to Work Authorization No. 4 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY") and HNTB Corporation (the "CONSULTANT").

Part 1. No change from Supplemental Work Authorization No. 1 to Work Authorization No. 4.

Part 2. No change from Supplemental Work Authorization No. 1 to Work Authorization No. 4.

Part 3. No change from Supplemental Work Authorization No. 1 to Work Authorization No. 4.

Part 4. This Amendment No. 1 to Supplemental Work Authorization No. 1 to Work Authorization No. 4 replaces Part 4 of Supplemental Work Authorization No. 1 to Work Authorization No. 4 in its entirety.

This Amendment No. 1 to Supplemental Work Authorization No. 1 to Work Authorization No. 4 extends the termination date of the Work Authorization from October 31, 2006 to July 15, 2008, unless extended by a Supplemental Work Authorization. The effective date of this agreement is September 15, 2007 and contingent upon receipt of Notice to Proceed.

Part 5. No change from Supplemental Work Authorization No. 1 to Work Authorization No. 4.

Part 6. This Amendment No. 1 to Supplemental Work Authorization No. 1 to Work Authorization No. 4 is hereby accepted and acknowledged below.

CONSULTANT:
HNTB Corporation

AUTHORITY:
Cameron County Regional Mobility Authority

By: _____
Signature

By: 
Signature

Robert J. Slimp, P.E.
Printed Name

Printed Name

Vice-President
Title

Title

Date

Date

LIST OF EXHIBITS

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

**VI. CONSIDERATION AND ACTION APPROVING A
TIME EXTENSION TO WORK AUTHORIZATION 11
FOR SERVICES PROVIDED ON THE EAST LOOP
PROJECT**

Mr. Balli noted that the time extension would move the date from September 2007 to June 30, 2008.

There was a lengthy discussion regarding the division of FM 1419 into two sections and the logistics of designating commercial vehicle routes through toll roads.

Director Scaief moved that the Time Extension to Work Authorization 11 for services provided on the East Loop Project be approved.

The motion was seconded by Director Garza, and carried unanimously.

The Work Authorization is as follows:

**Supplemental Work Authorization No. 1
to Work Authorization No. 11**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 11
FM 511 PASS THROUGH**

This Supplemental Work Authorization No. 1 to Work Authorization No. 11 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

Part 1. No change from Work Authorization No. 11

Part 2. No change from Work Authorization No. 11

Part 3. Payment to the CONSULTANT for the services established under this Supplemental Work Authorization No. 1 to Work Authorization No. 11 shall be made in accordance with the Agreement.

Part 4. This Supplemental Work Authorization No. 1 to Work Authorization No. 11 extends the termination date of the Work Authorization from December 31, 2007 to June 30, 2008, unless extended by a Supplemental Work Authorization. The effective date of this agreement is January 1, 2008 and contingency upon receipt of Notice to Proceed.

Part 5. This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Supplemental Work Authorization No. 1 to Work Authorization No. 11 is hereby accepted and acknowledged below.

CONSULTANT:
HNTB Corporation

AUTHORITY:
Cameron County Regional Mobility Authority

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

**Supplemental Work Authorization No. 1
to Work Authorization No. 11**

**EXHIBIT C
WORK SCHEDULE
FM 511 PASS THROUGH**

This Work Authorization shall become effective January 1, 2008 and shall terminate on June 30, 2008, unless extended by a Supplemental Work Authorization.

VII. IN THE MATTER REGARDING CONSIDERATION AND ACTION APPROVING SUPPLEMENTAL WORK AUTHORIZATION 1 TO WORK AUTHORIZATION 7 FOR SERVICES PROVIDED ON THE WEST LOOP PROJECT (TABLED)

Upon motion by Director Gallegos, seconded by Director Parker and carried unanimously, this Item was **TABLED.**

VIII. CONSIDERATION AND ACTION APPROVING SUPPLEMENTAL WORK AUTHORIZATION 2 TO WORK AUTHORIZATION 5 FOR SERVICES PROVIDED ON THE FM 509 PROJECT

Mr. Balli noted that this item would revise the date from December 31, 2007 to January 1, 2009.

Upon motion by Director Parker, seconded by Director Garza and carried unanimously, the Supplemental Work Authorization 2 to Work Authorization 5 for services provided on the FM 509 Project was approved.

The Work Authorization is as follows:

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Project Management, Environmental Services and Surveying

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
WORK AUTHORIZATION NO. 5
FM 509

This Supplemental Work Authorization No. 2 Work Authorization No. 5 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:

Prepare an indirect and cumulative impact analysis as part of the Environmental Assessment document for the AUTHORITY. The responsibilities of the CONSULTANT are further detailed in Exhibit B.

Part 2. Without modification, the maximum amount payable under this Lump Sum Supplemental Work Authorization No. 2 Work Authorization No. 5 is hereby increased by \$ \$10,826 or from \$696,568 to \$707,394. Exhibit D, providing details supporting the increased amount, is attached and hereby made part of Work Authorization No. 5.

Part 3. Payment to the CONSULTANT for the services established under this Supplemental Work Authorization No. 2 Work Authorization No. 5 shall be made in accordance with the Agreement.

Part 4. This Supplemental Work Authorization No. 2 Work Authorization No. 5 extends the termination date of the Work Authorization from December 31, 2007 to January 1, 2009, unless extended by a Supplemental Work Authorization. The effective date of this agreement is January 1, 2008 and contingency upon receipt of Notice to Proceed.

Part 5. This Supplemental Work Authorization No. 2 Work Authorization No. 5 does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Supplemental Work Authorization No. 2 Work Authorization No. 5 is hereby accepted and acknowledged below.

CONSULTANT:
SWA02SWA02WA05 Attach E.doc
40619

AUTHORITY:
Page 1 of 2

2/18/2008

Supplemental Work Authorization No. 2
Work Authorization No. 5

HNTB Corporation

Cameron County Regional Mobility Authority

By: _____
Signature

By: _____
Signature

Robert J. Slimp, P.E.

Printed Name

Printed Name

Vice President

Title

Title

Date

Date

LIST OF EXHIBITS

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

EXHIBIT B
SERVICES TO BE PROVIDED BY THE CONSULTANT

FM 509

County : Cameron
Highway : FM 509 Road

SCOPE DETAILS:

The following Scope of Work describes the task details that are included in the Services to be provided by the CONSULTANT on the FM 509 Project.

TASK 145 – PROJECT MANAGEMENT

TASK 145.00 – NOTICE TO PROCEED

The CONSULTANT will not begin work on Project Management and Route and Design Studies tasks until the AUTHORITY has granted written "Notice to Proceed."

TASK 145.01 – PROJECT ADMINISTRATION AND COORDINATION

The CONSULTANT shall manage the activities associated with the ICI analysis of this project. The CONSULTANT shall secure resources necessary to produce the project deliverables and meet the project schedule. The CONSULTANT will be responsible throughout the project for project management related to the ICI analysis and all communications, including billing, with the AUTHORITY.

The CONSULTANT will be required to meet with the designated project team members as necessary to report on progress and to ensure all components of the project are proceeding in compliance with the scope of services and according to the project schedule. The purpose of these meetings is to evaluate the project status, determine necessary adjustments to the project work plan and schedule, plan upcoming events and to discuss and resolve project technical issues.

TASK 145.02 – GENERAL ADMINISTRATION

Perform general administration duties required to maintain the project. These duties include:

- A) Preparation of monthly progress reports and invoices: Invoices for work completed during the period will be submitted monthly. The invoice content and format will be in accordance with the specified AUTHORITY criteria. Monthly progress reports will include:

1. Activities during the reporting period.
- B) Record keeping and file management.
- C) Data management and file transfers for required elements of the project.

TASK 145.03 – QUALITY ASSURANCE/QUALITY CONTROL

The CONSULTANT will conduct a comprehensive quality assurance/quality control review at appropriate milestone points during the project, to appraise both technical and business performance and provide direction for project activities.

TASK 110 – ROUTE AND DESIGN STUDIES

TASK 110.03 – FM 509 DEVELOPMENT OF REASONABLE ALTERNATIVES

The CONSULTANT will provide line diagrammatic alignments for each roadway, entrance and exit ramps at two (2) grade separation structure locations and connecting alignments to existing conditions at each end of the project for each of the three (3) alternatives.

EXHIBIT C
WORK SCHEDULE

FM 509

This Work Authorization shall become effective January 1, 2008 and shall terminate on January 1, 2009, unless extended by a Supplemental Work Authorization.

Summary All Firms

FM 509 PROJECT

Supplemental Work Authorization No. 2 to Work Authorization No. 5 Exhibit D - Fee Schedule

Basis of Lump Sum Fee

		HNTB	TEDSI		Total
TASK 145	Task 145.01 - PROJECT ADMINISTRATION AND COORDINATION	\$ 353			\$ 353
	Task 145.02 - GENERAL ADMINISTRATION	\$ 353			\$ 353
	Task 145.03 - QUALITY ASSURANCE/QUALITY CONTROL	\$ 550			\$ 550
	SUBTOTAL	\$ 1,256			\$ 1,256
TASK 110	Task 110.03 - FM 509 Development of Reasonable Alternatives	\$ -	\$ 9,457		\$ 9,457
	SUBTOTAL	\$ -	\$ 9,457		\$ 9,457
	Total HNTB Labor	\$ 1,256			\$ 1,256
	HNTB Expenses	\$ 113			\$ 113
	Total Labor and Expenses	\$ 1,369	\$ 9,457		\$ 10,826

HNTB
FM 509 PROJECT
Supplemental Work Authorization No. 2 to Work Authorization No. 5, Exhibit D - Fee Schedule
Basis of Lump Sum Fee

		Sen Proj Mgr	Sen Eng	Eng	Tech	Clerical	Subtotals	TOTALS
TASK 145	PROJECT MANAGEMENT							
	Task 145.01 - PROJECT ADMINISTRATION AND COORDINATION	Contracted Rates	\$193.99	\$161.66	\$117.57	\$102.88	\$52.91	
		1					3	4
	Task 145.02 - GENERAL ADMINISTRATION	1					3	4
	Task 145.03 - QUALITY ASSURANCE/QUALITY CONTROL	2	1				549.65	3
TASK 110	HNTB Subtotal Task 145	4	1					11
	ROUTE AND DESIGN STUDIES	\$775.98	\$161.66			\$317.44		\$1,255.08
	Task 110.03 - FM 509 Development of Reasonable Alternatives							\$9,457.20
	Subconsultant Subtotal Task 110							\$9,457.20
	TOTAL HNTB LABOR HOURS	4	1			6		11
		Contracted Rates	\$193.99	\$161.66	\$117.57	\$102.88	\$52.91	\$1,255.08
	Total HNTB Labor Cost	\$775.98	\$161.66			\$317.44		\$1,255.08
	Total HNTB Expenses (see summary)							\$112.60
	Total Subconsultant							\$9,457.20
	Total Labor Plus Expenses							\$10,824.88

**HNTB
FM 509 PROJECT**

**Supplemental Work Authorization No. 2 to Work Authorization No. 5, Exhibit D - Fee Schedule
Basis of Lump Sum Fee**

EXPENSES				
	Unit	Amount	Contract Rate	Cost
Travel				
Airfare (Lowest available coach fare)	ROUNDRIP		\$350.00	\$0.00
Automobile Mileage	MILE		\$0.445	\$0.00
Lodging "+ tax"	DAY		\$85.00	\$0.00
Rental Vehicle "+ tax"	DAY		\$50.00	\$0.00
Airport Parking	DAY		\$13.00	\$0.00
Per Diem	DAY		\$36.00	\$0.00
Subtotal				\$ -
Printing/Reproductions				
B&W Copies 8.5" x 11" (unless already included in overhead)	EA	250	\$0.10	\$25.00
Color Copies 8.5" x 11" (unless already included in overhead)	EA	50	\$0.80	\$40.00
Color Copies 11" x 17" (unless already included in overhead)	EA	40	\$1.19	\$47.60
Plots	EA		\$20.00	\$0.00
Color Plots	EA		\$1.50	\$0.00
Reproduce Plan Sets (9 Projects)	EA		\$100.00	\$0.00
Subtotal				\$112.60
Delivery				
Courier, Overnight, Deliveries, Postage	Lump Sum		\$500.00	\$0.00
Subtotal				\$0.00
Total Expenses				\$112.60

ATTACHMENT D

**FM 509 Supplemental No. 2
Additional Scope**

TASK 110.03 – FM 509 DEVELOPMENT OF REASONABLE ALTERNATIVES

Provide Line Diagrammatic alignments for each roadway, entrance and exit ramps, ramps at two grade separation structure locations, and connection alignments to existing conditions at each end.

TOTAL DESIGN

\$9,457.20

**IX. CONSIDERATION AND ACTION APPROVING THE
2008 PROPOSED RATE SCHEDULE FOR THE
GENERAL CONSULTING CIVIL ENGINEERING
SERVICES AGREEMENT**

Upon motion by Director Gallegos, seconded by Director Garza and carried unanimously, the 2008 Proposed Rate Schedule for the General Consulting Civil Engineering Services Agreement was approved.

The Schedule is as follows:

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

85 N.E. Loop 410
Suite 304
San Antonio, TX 78216-5866

Telephone (210) 349-2277
Facsimile (210) 349-2101
www.hntb.com

February 18, 2008

HNTB

Mr. Pete Sepulveda, Jr.
Cameron County Regional Mobility Authority
1100 E. Monroe St
Brownsville, TX 78520

Subject: 2008 Proposed Rate Schedule
HNTB Job No. 40619

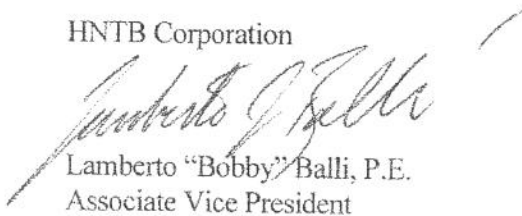
Dear Mr. Sepulveda:

This letter is to confirm the revised Rate Schedule (APPENDIX B) for HNTB 2008 to comply with Section 4.a of our Agreement. This request was originally submitted in November of 2007. I had intended to send this in for Board approval several months after the allowed time period of September since we were attempting to expedite the first phase of the South Padre Island Second Access. If you approve, the rate schedule is ready for submission to the Cameron County Regional Mobility Authority Special Board Meeting to be held on February 21, 2008. These proposed rates become effective upon acceptance of this agreement. They shall remain in effect until revised by letter approval and are valid for estimating purposes for Lump Sum agreements only.

Should you have any questions or comments, please contact me at (956) 554-7508.

Respectfully yours,

HNTB Corporation



Lamberto "Bobby" Balli, P.E.
Associate Vice President

Approved:

Pete Sepulveda, Jr.

Date: _____

Enclosure

APPENDIX B
HNTB
Proposed Rate Schedule

<u>Employee Position</u>	<u>Avg. 2007 Rate</u>		<u>Requested Avg. 2008 Rate</u>	
Senior Technical Advisor	\$ 70.00	\$ 96.00	\$ 73.00	\$ 100.00
Project Principal	\$ 65.00	\$ 75.00	\$ 67.50	\$ 78.00
Project Director	\$ 61.00	\$ 72.00	\$ 63.50	\$ 75.00
Senior Project Manager	\$ 57.00	\$ 66.00	\$ 59.50	\$ 68.50
Deputy Project Manager	\$ 52.00	\$ 62.00	\$ 54.00	\$ 64.50
Senior Engineer	\$ 46.00	\$ 55.00	\$ 48.00	\$ 57.50
Engineer	\$ 33.00	\$ 40.00	\$ 34.50	\$ 41.50
ENV Project Director	\$ 47.00	\$ 64.00	\$ 49.00	\$ 66.50
Senior Environmental Planner	\$ 44.00	\$ 49.00	\$ 46.00	\$ 51.00
Environmental Planner III	\$ 36.00	\$ 42.00	\$ 37.50	\$ 43.50
Environmental Planner II	\$ 27.00	\$ 35.00	\$ 28.00	\$ 36.50
Information Technology Engineer	\$ 42.00	\$ 50.00	\$ 43.50	\$ 52.00
Public Involvement Director	\$ 40.00	\$ 47.00	\$ 41.50	\$ 49.00
Public Involvement/Outreach	\$ 35.00	\$ 42.00	\$ 36.50	\$ 43.50
Public Involvement Rep.	\$ 18.00	\$ 22.00	\$ 19.00	\$ 23.00
Technician	\$ 28.00	\$ 35.00	\$ 29.00	\$ 36.50
Senior Project Administration	\$ 30.00	\$ 38.00	\$ 31.50	\$ 39.50
Project Administration	\$ 22.00	\$ 30.00	\$ 23.00	\$ 31.50
Clerical/Administrative	\$ 13.00	\$ 18.00	\$ 13.50	\$ 18.50

4. **COMPENSATION.**

a. **BASIS FOR COMPENSATION.** The Authority agrees to pay, and the GEC agrees to accept as full and sufficient compensation and reimbursement for the performance of all services as set forth herein, such sums as are computed using (i) the actual hourly salary rates for employees in the positions/classes shown on the "Rate Schedule" attached hereto as Appendix B and made a part hereof (i.e., the hourly amounts actually paid by the GEC or its subconsultants to the indicated employees), provided that the actual hourly salary rates for employees in the positions/classes of employees shown on Appendix B may not exceed the range for such category of position/employee shown thereon, multiplied by (ii) the applicable Multiplier plus profit described in subsection 4.b. below. All eligible non-salary expenses will be reimbursed at direct cost without multiplier. The resulting amounts shall constitute full payment for all services, liaisons, products, materials, and equipment required to deliver the services including those detailed in the Scope of Services, together with overhead and, except as described in subsection 4.d below, anticipated travel and expenses. On or before September 1 of each year the GEC may present proposed adjustments in hourly rates to the Authority. No adjustments will be approved or implemented without the written consent of the Authority. No other compensation will be requested or paid. The applicable overhead factor will be adjusted up or down according to the GEC's audited FAR overhead rate only as described in subsection 4.c. below.

b. THE MULTIPLIER. The applicable multiplier for all GEC employees providing services under this Agreement shall be 1.4879 (the "Multiplier"). Currently, it is anticipated that there will be only one multiplier used by the parties. However, in the event that the GEC employees or subconsultants work in facilities owned or leased by the Authority the multiplier for such employees or subconsultants shall be adjusted downward to reflect the Authority's burden of overhead associated with such employees or subconsultants and the corresponding relief from overhead obligations for such employees and subconsultants to the GEC. Any such adjustments will be agreed upon by the Authority and the GEC, effective as of such time as the GEC employees or subconsultants begin working in facilities owned or leased by the Authority.

c. COMPUTATION AND ADJUSTMENT OF THE MULTIPLIER. The negotiated Multiplier for this Agreement was determined by utilizing the GEC's auditable overhead rate as allowed under the provisions of 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR 31). The GEC represents that at all times throughout the term of this Agreement, that the Standard Multiplier shall not exceed either (i) the GEC's auditable overhead rate determined in accordance with said Regulations, or (ii) the multiplier utilized by the GEC in its agreements with the Texas Department of Transportation. For the purposes of this Agreement, the initial Multiplier is based upon an overhead rate of 1.4879 times direct labor cost, plus fifteen percent (15%) for profit, for a Multiplier of 2.8611 times direct labor cost (computed as follows: $(1 + 1.4879 \times 1.150)$).

The Multiplier will be adjusted up or down according to the GEC's audited FAR overhead rate for the preceding year, with the first such adjustment occurring as of January 1, 2007 and, thereafter, as of each subsequent January 1 during the term of this Agreement. The profit factor shall not be adjusted thereafter absent written agreement of the parties, including approval of the Authority's board of directors.

d. EXPENSES. As indicated above, the compensation computed in accordance with subsections 4.a. and b. is anticipated by the Authority and the GEC to be full and sufficient compensation and reimbursement for the services, and includes all customary out-of-pocket expenses anticipated to result from the GEC's performance under the Agreement that are included in the computation of the FAR overhead rate, such as office supplies, telecommunications systems, postage, photocopying, computer hardware/software and service charges, and similar costs. Notwithstanding the foregoing, the GEC shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the GEC that are necessary for the performance of its duties under this Agreement and which are not included in the FAR overhead rate, said expenses being limited to travel costs, printing costs, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the GEC employee or subconsultant, and other expenses directly approved, in advance, by the Authority. Except for automobile expenses paid at the federal mileage rate and travel paid at state approved rates (if available), all such reimbursement shall be at one-hundred percent (100%) of the actual cost thereof paid by the GEC to

unaffiliated entities; provided, however, that all amounts in excess of \$1,500 for which the GEC intends to seek reimbursement pursuant to this subsection 4.d. must be approved in advance and in writing by the Authority, except when such advance approval is impractical due to a bona fide emergency situation. The Authority shall not reimburse the GEC for travel, lodging, and similar expenses incurred by the GEC to bring additional staff to its local office or to otherwise reassign personnel to provide basic engineering support of the GEC's performance of the services, provided, however, that the Authority shall reimburse, but only in accordance with the terms of this subsection 4.d., such costs incurred by the GEC to bring to its local office or the Authority's facilities, with advance approval by the Authority, staff with specialized skills or expertise required for the services and not customarily available from a staff providing general consulting civil engineering services of the type described in this agreement. The GEC shall take all reasonable steps to acquire all goods and services subject to reimbursement by the Authority under this Agreement on a tax-free basis pursuant to the Authority's tax-exempt status described in subsection 4 j.

e. NON-COMPENSABLE TIME. Time spent by the GEC's employees or subconsultants to perform services or functions capable of being carried out by other, subordinate personnel with a lower hourly rate shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel. Time spent by the GEC's personnel or subconsultants in an administrative or supervisory capacity not related to the performance of the services shall not be compensable.

Time spent on services that is in excess of what would reasonably be considered appropriate for the performance of such services shall not be compensable.

f. **INVOICES AND RECORDS.** The GEC shall submit two (2) copies of its monthly invoices certifying the salaries and expenses incurred in providing the services under this Agreement during the previous month, and shall also present a reconciliation of monthly invoices and the work authorization (and related estimates) to which the services relate. The invoice shall be in a form directly acceptable to TxDOT for potential reimbursement by TxDOT to the Authority. Each invoice shall be in such detail as is required by the Authority and TxDOT, including a breakdown of services provided on a project-by-project basis and/or pursuant to specified work authorizations, together with other services requested by the Authority. Upon request of the Authority, the GEC shall also submit certified time and expense records and copies of invoices that support the invoiced salary and expense figures. All books and records relating to the GEC's or subconsultants' time, out-of-pocket expenses, materials, or other services or deliverables invoiced to the Authority under this Agreement shall be made available during the GEC's normal business hours to the Authority and its representatives for review, copying and auditing throughout the term of this Agreement and for three (3) years after the expiration thereof. No compensation shall be made for revisions to the GEC's or subconsultants' services or deliverables required due in any way to the negligent error, omission, or fault of the GEC, its employees, agents, subconsultants, or contractors.

g. **EFFECT OF PAYMENTS.** No payment by the Authority shall relieve the GEC of its obligation to deliver timely the services required under this Agreement.

h. **NO ADJUSTMENTS TO RATE SCHEDULE AND MULTIPLIERS.** Except as otherwise expressly provided in subsection 4.a. above (including the adjustment to the profit factor authorized on January 1, 2008, and January 1, 2009), the Authority and the GEC shall not make adjustments to the Multiplier during the term of this Agreement. The Authority and the GEC do not anticipate that any services, work, deliverables or expenses of any nature shall be undertaken or incurred by the GEC on behalf of the Authority that constitute "Extra Work" or otherwise fall outside the terms of this Agreement. Unless the parties otherwise expressly agree in writing to the contrary, all services of any nature undertaken by the GEC or its subconsultants during the term of this Agreement on behalf of the Authority shall be conclusively presumed to have been undertaken under, and be subject to, the terms of this Agreement.

i. **COMMERCIAL PRICING.** Federal Acquisition Regulations allow for payment of direct auditable expenditures and commercial pricing of certain products. The GEC may engage in commercial pricing when legally permissible, not in contravention of federal regulations, and specifically approved by the Authority.

j. **PLACE OF PAYMENT.** Payments owing under this Agreement will be made by the Authority by wire transfer to:

Commerce Bank
ABA Number: 101000019

**X. IN THE MATTER REGARDING UPDATE ON THE
ISSUANCE OF THE REQUEST FOR STATEMENTS OF
INTEREST (RFI) FOR CCRMA PROJECTS (NO
ACTION WAS TAKEN)**

Mr. Balli explained that RFI would allow the RMA to view which portions of the private sector would have interest in investing infrastructure.

**XI. IN THE MATTER REGARDING DISCUSSION AND
POSSIBLE ACTION REGARDING A CDA FOR THE
SH 550 PROJECT (TABLED)**

**XII. APPROVAL OF TRAVEL FOR BOARD AND STAFF
TO THE TEAM TX MEETING ON MARCH 4-5, 2008
IN TYLER, TEXAS**

Upon motion by Director Scaief, seconded by Director Gallegos and carried unanimously, the travel for Board and Staff to the TEAM TX Meeting on March 4-5, 2008, in Tyler, Texas was approved.

There being no further business to come before the Board and upon motion by Director Gallegos, seconded by
Director Garza the meeting was **ADJOURNED** at 1:09 P.M.

APPROVED this 27th day of **March 2008**.

CHAIRMAN DAVID E. ALEX

ATTESTED:

SECRETARY MICHAEL SCAIEF