THE STATE OF TEXAS \$
COUNTY OF CAMERON \$

BE IT REMEMBERED on the 13<sup>th</sup> day of March, 2014, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the Joe G. Rivera and Aurora de la Garza County Annex, San Benito, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

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

The Meeting was called to order by Chairman David E. Allex, at 12:00 Noon. At this time, the Board considered the following matters as per RMA Agenda posted and filed for Record in the Office of the County Clerk on this 10<sup>th</sup> day of March 2014 at 8:45 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 W. I69E San Benito, Texas 78586

Thursday, March 13, 2014

Accepted for Filins in: Cameron Counts

On: Mar 10,2014 at 08:45A

Massie Pena

12:00 Noon

### **PUBLIC COMMENTS:**

1. Public Comments

### **CONSENT ITEMS:**

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

February 13, 2014 - Regular Meeting

March 3, 2014 - Joint Special Meeting

- B. Consideration and Approval of Proclamation honoring Dr. Francisco G. Cigarroa
- C. Consideration and Approval of an Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the SPI 2<sup>nd</sup> Access Project

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

- 3. Action Items
  - A. Approval of Claims
  - B. Consideration and Acknowledgment of the GEC Report for February 2014
  - C. Consideration and Acknowledgement of the SH 550 Direct Connector Project Update
  - D. Consideration and Approval of the Cameron County Regional Mobility Authority Employee Handbook
  - E. Discussion and Possible Action regarding the creation of an Internship Program
  - F. Consideration and Approval of proposal from AMEC Environmental & Infrastructure, Inc. to provide Value Engineering Services to the Cameron County Regional Mobility Authority for the SH 32 Project
  - G. Discussion and Possible Action authorizing Staff to proceed with a Request for Qualifications (RFQ's)/Statement of Qualifications (SOQ'S) for General Engineering Consultant Services
  - H. Consideration and Approval of Supplemental Work Authorization No. 13 to Work Authorization No. 17 with HNTB for the SPI 2<sup>nd</sup> Access Project

**ADJOURNMENT:** 

Signed this \_\_\_\_\_ day of March 2014

David E. Allex

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.

### **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

2-A Consideration and Approval of the Minutes for:

February 13, 2014 – Regular Meeting March 3, 2014 – Joint Special Meeting

2-B Consideration and Approval of Proclamation honoring Dr. Francisco G. Cigarroa

Director Garza moved to approve Items 2A and 2B (with changes). The motion was seconded by Secretary Gallegos and carried unanimously.

The Proclamation is as follows:

2-C Consideration and Approval of an Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the SPI 2<sup>nd</sup> Access Project

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

### **ACTION ITEMS**

### 3-A Approval of Claims

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

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the Claims into the record and recommended approval of the Claims.

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

The Claims are as follows:		

NOTE: Director Barrera arrived at 12:12 P.M.

### 3-B Consideration and Acknowledgement of the GEC Report for February 2014

Mr. Richard Ridings with HNTB went over the GEC Report for the Month of February 2014. Mr. Pete Sepulveda, Jr., RMA Executive Director gave a detailed report on the status of the VACIS unit and also reported on other Cameron County Regional Mobility Authority Projects including the FM 1925 Project and a Joint Meeting with the Hidalgo County Regional Mobility Authority.

Secretary Gallegos moved to acknowledge the GEC Report for February 2014. The motion was seconded by Director Garza and carried unanimously.

The Report is as follows:	
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### 3-C Consideration and Acknowledgement of the SH 550 Direct Connector Project Update

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item and Mr. Dave Gordon with Estrada Hinojosa, Cameron County Regional Mobility Authority Financial Advisors updated the Board on the SH 550 Direct Connector Project financing. Mr. Agustin Ramirez with S&B Infrastructure went over the attached Power Point Presentation giving the Board an update on the Project.

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

The Power	Point is as	follows:		

### 3-D Consideration and Approval of the Cameron County Regional Mobility Authority Employee Handbook

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the proposed changes to the Cameron County Regional Mobility Authority Employee Handbook. Mr. Sepulveda outlined the captions in the handbook that were changing.

Secretary Gallegos moved to approve the Cameron County Regional Mobility Authority Handbook. The motion was seconded by Director Garza and carried unanimously.

### 3-E Discussion and Possible Action regarding request the creation of an Internship Program

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the Board that Staff would like to get approval from the Board to develop an Internship Program. Mr. Sepulveda mentioned that there are several areas that can be considered for internships with various Universities. For example, accounting, business, engineering, etc. Mr. Sepulveda stated that Staff would like to start with accounting and proceed from there. There was a discussion between the Board and Staff regarding our Consultant's ability to hire interns as well.

Director Garza moved to authorize Staff to proceed in developing an Internship Program. The motion was seconded by Director Lopez and carried unanimously.

### 3-F Consideration and Approval of a proposal from AMEC Environmental & Infrastructure, Inc. to provide Value Engineering Services to the Cameron County Regional Mobility Authority for the SH 32 Project

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item and explained the purpose of the Work Authorization and Contract. Mr. Sepulveda stated that we will use Texas Department of Transportation (TxDOT) funds for a portion of the Project and thus, need to follow TxDOT guidelines. Because construction cost is over \$50 million, TxDOT requires that a Value Engineering be done on the entire Project. The purpose of the Value Engineering is to find ways to reduce construction cost.

Director Barrera moved to approve the proposal and contract. The motion was seconded by Director Esparza and carried unanimously.

The	Proposal	and	Contract	is as	follows:		

### 3-G Discussion and Possible Action authorizing Staff to proceed with a Request for Qualifications (RFQ's)/Statement of Qualifications (SOQ's) for General Engineering Consultant Services

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item and went over the history of the General Engineering Consultant (GEC) Contract. Mr. Sepulveda stated that the original GEC Contract was for five years and after the initial five years a three year extension was granted. Mr. Sepulveda recommended to the Board that a Request for Qualifications for General Engineering Consultant Services be done.

Director Barrera moved to approve the RFQ for General Engineering Consultant Services. The motion was seconded by Director Esparza and carried unanimously.

### 3-H Consideration and Approval of Supplemental Work Authorization No. 13 to Work Authorization No. 17 with HNTB for the SPI 2<sup>nd</sup> Access Project

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item and the purpose of the Supplemental Work Authorization. Mr. Sepulveda stated that the Texas Department of Transportation had secured the services of a Consultant to do the Traffic and Revenue Studies for the SPI 2<sup>nd</sup> Access and Outer Parkway Projects and that updating the Economic Study done in 2009 was vital for the Traffic and Revenue Studies.

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

The Supplement Work Authorization is as follows:

### **ADJOURNMENT**

There being no further business to come before the Board and upon motion by Secretary Gallegos seconded by Director Lopez and carried unanimously the meeting was ADJOURNED at 1:18 P.M.

APPROVED this 2 day of

March, 2014

CHAIRMAN DAVID E. ALLI

ATTESTED:

SECRETARY/RUBEN GALLEGOS, JR.

2-B CONSIDERATION AND APPROVAL OF PROCLAMATION HONORING DR. FRANCISCO G. CIGARROA

STATE OF TEXAS

COUNTY OF CAMERON

### PROCLAMATION

BE IT RESOLVED THAT ON THE 13<sup>HI</sup> DAY OF MARCH, 2014. THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN REGULAR SESSION, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS PLACED ON THE AGENDA OF THE SAID BOARD MEETING FORSUCH MEETING, TO BE CONSIDERED:

### "ADOPTION AND APPROVAL OF A PROULAMATION HONORING DR. FRANCISCO G. CIGARROA"

WHEREAS

DR. FRANCISCO G. CIGARROA, A NATIVE OF LAREDO, TEXAS IS A GRADUATE DE J.W. NIXON HIGH SCHOOL IN LAREDO AND A 1979 GRADUATE OF YALE UNIVERSITY WITH A BACHELOR'S DEGREE IN BIOLOGY. DR. CIGARROA FARNED HIS MEDICAL DEGREE IN 1983 FROM THE UNIVERSITY OF TEXAS SOUTHWESTERN MIDICAL GENTER AT DALLAS, AND

WHEREAK,

DURING DIC DIGARROA'S POSTGRADUATE TRAINING HE BECAME CHIEF RESIDENT IN GENERAL SURGERY AT MASSAGHUSETTS GENERAL HOSEITAL IN BOSTON AND COMPLETED BELLOWSHIPS IN BEDIATRIC SURGERY AND TRANSPLANTATION SURGERY AT JOHN HOPKING HOSEITAL IN BALTIMORE. IN 2011, DR. DIGARROA WAS AWARDED THE MASSACHUSETTS GENERAL HOSEITAL TRUSTEES' MEDALFOR RIS CONTRIBUTIONS TO THE ADVANCEMENT OF THE PRACTICE OF MEDICINE AND PATIENT GARE.

WHEREAS

IN 1995 DR, CIGARROA JOINED THE EACULTY OF THE UNIVERSITY OF TEXAS HEAETH SCIENCE CENTER AT SAN ANTONIO AND SERVED AS DIRECTOR OF PEDIATRIC SURGERY BEFORE SERVING AS PRESIDENT OF THE INSTITUTION FROM 2010 TO 2009. DR. CIGARROA IN 2003 WAS APPOINTED BY BRESIDENT GEORGE W. BUSHTO SERVE ON THE RESIDENT'S COMMITTEE ON THE NATIONAL MEDAL OF SCIENCE, AND

WHEREAS.

THROUGHOUT HIS CARFER DR. CIGARROA HAS BHEN A MEMBER OF SEVERAL PRESTIGIOUS SOCIETIES INCLUDING THE AMERICAN GOLLEGE OF SURGERY, INSTITUTE OF MEDIGINE, AMERICAN BOARD OF SURGERY AND THE AMERICAN ACADEMY OF ARTS AND SCIENCES. DR. GIGARROA IS AN HONORARY MEMBER OF THE NATIONAL ACADEMY OF SCIENCE IN MEXICO. HE WAS FLECTED TO SERVE AS AN ALUMNIC BELLOW TO THE YALF CORPORATION, THE UNIVERSITY'S GOVERNING BOARD. HE ALSO SERVED AS THE 2010 PRESIDENT OF THE ACADEMY OF MEDICINE ENGINEERING AND SCIENCE OF TEXAS. IN 2000 DR. GIGARROA BECAME THE FIRST HISPANIC TO BE NAMED CHANGEBULOR OF THE UNIVERSITY OF TEXAS SYSTEM. HE IS ALSO VICE CHAIRMAN OF POLICY ON THE BOARD OF DIRECTORS OF THE UNIVERSITY OF TEXAS INVESTMENT MANAGEMENT COMPANY, AND

WITEREAS.

DR. CIGARROA GURRENTLY SERVES ON THE NATIONAL RESEARCH COUNCIL COMMITTEE ON RESEARCH UNIVERSITIES AND ON THE AMERICAN ACADEMY COMMISSION ON THE HUMANITIES AND SOCIAL SCIENCES. BRESIDENT BARACK OBAMA APPOINTED DR. CIGARROA TO SERVE AS A COMMISSIONER ON THE WHITE HOUSE INITIATIVE ON EDUCATIONAL EXCELLENGE FOR HISPANIC AMERICANS; AND

WHEREAS

THANKS IN LARGE PART TO DR. GÍGARROA, THE UNIVERSITY OF TEXAS SYSTEM IS NOW ESTABLISHING NOT ONE, BUT TWO NEW MEDICAL SCHOOLS AND A NEW UNIVERSITY IN SOUTH TEXAS AND HE PUSHED FOR RESOURCES TO PROMOTE EXCELLENT TEACHING AND RESEARCH ACROSS ALL IS UNIVERSITY OF TEXAS INSTITUTIONS. AND

WHEREAS.

DR. CIGARROA HAS GREAT VISIONARY LEADERSHIP, UNFLAGGING WORK BTHIC, COMMITMENT TO STUDENTS, BARENTS AND PATIENTS OF TEXAS AND A STRONG DETERMINATION TO AUWAYS DO THE RIGHT THING, EVEN UNDER CHALLENGING CIRCUMSTANGES. AND

WHEREAS,

DR. GIGARROA ACCOMPLISHED MORE IN FIVE YEARS AS CHANCELLOR OF THE UNIVERSITY OF TEXAS SYSTEM THAN WHAT MOST PEOPLE WOULD DO IN A LIBERTIME. AND

WHERE AS.

DIG CIGARROA REMAINED FOCUSED ON THE IMPORTANT GOAL OF IMPROVING AFFORDABILITY AND ACCESSIBILITY FOR ALL TEXAS AND PROTECTED THE UNIVERSITY OF TEXAS SYSTEM AND BUSHED IT TO AN EVEN HIGHER BLUEL OF EXCELLENCE

NOW THEREFORE BE IT HURTHER PROGLAIMED, THAT THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY RECOGNIZES AND GONGRATULATES DR. FRANCISCO G. CIGARROA AS UNIVERSITY OF TEXAS SYSTEM THANGELOR.

PASSED, APPROVED AND ADOPTED ON THIS THE 13 TH DAY OF MARCH, 2014.

CAMBRON COUNTY REGIONAL MOBILITY AUTHORITY

DAVIDE ALIEN

HURACIO BARRERA RAIA VICE CHAIRMAN

RMA SECRETARY

MARKESBURZA RMA DIRECTOR MICHAEL SCARM RMA TREASURED

DAVID N. GARZA

RMA DIRECTOR

3-A APPROVAL OF CLAIMS



### MEMORANDUM

TO: CCRMA Board of Directors

FROM: Pete Sepulveda, Jr., Executive Director

**DATE:** March 13, 2014

SUBJ: Claims – Item 3A

Attached are the Claims being presented for consideration.

### The Claims include:

- CTRMA (Telvent) for the Toll Collection System for the SH 550 Port Spur Toll Project
- S&B Infrastructure for the SH 550 Director Connector Project and FM 803 Project
- HNTB for invoices related to West Rail and East Loop Projects
- Cameron County for 2012 Bonds Administrative Fee
- Travel Reimbursements
- Sullivan Public Affairs consulting fees
- Gonzalez Engineering West Rail
- Rentfro Law Firm RECL Case/West Rail
- Contract Services

I recommend approval of the claims.



### MEMORANDUM

TO: Chairman and Board Members

FROM: Pete Sepulveda, Jr.

RE: Claims – Item 3A

DATE: March 10, 2014

During the months of January and February 2014 Sullivan Public Affairs and I have had meetings with TxDOT Staff and members of the Texas Transportation Commission in relation to the CCRMA Projects. One of the priorities has been the continued funding for the completion of the U.S. 77/I-69E Corridor and the completion of the West Rail Project. (We continue to have on-going conference calls with TxDOT & FHWA)

We have also strategized on projects that we can get prepared for the construction phase in anticipation of any future TxDOT state wide funding.

Vendor ID	Vendor Name	Invoice Number	Cash Required Invoice/Credit Description	escription
Cameron County CTRMA	Cameron County Central Texas Regional Mobility Authority	CAF 2012 Bonds 49-46837-0M-214	8,333.33 CAF for 2012 Bonds 6,054.15 CTRMA & HNTB Toll Sbur	CAF for 2012 Bonds CTRMA & HNTB Toll Implementation - Port Spur
HNTB	HNTB CORPORATION	100-40619-PL-008	10,473.30 Construction Mg	Construction Mgmt Services West Rail
HNTB	HNTB CORPORATION	100-40619-PL-049		Engineering Services for East Loop
HNTB	HNTB CORPORATION	101-40619-PL-008	12,567.96 International Co Rail	International Coordination Services - West Rail
HNTB	HNTB CORPORATION	101-40619-PL-049	12,181.95 GEC Oversight for SH 32 Project	or SH 32 Project
HNTB	HNTB CORPORATION	101-40619-PL-073		International Advisory Services - Logistical Multimodal HUB
HNTB	HNTB CORPORATION	99-40619-CN-033	48,623.00 Construction Mg	Construction Mgmt Services -West Rail
S&B	S&B Infrastructure, LTD	U1818-15	11,319.29 Coordination & N	Coordination & Mitigation Services FM 803
S&B	S&B Infrastructure, LTD	U1965-13	124,471.78 S&B Const Mgm	S&B Const Mgmt Services Feb SH 550 DC
ZIEGNER	ZIEGNER TECHNOLOGIES	102673	402.00 Accounting Syste 2014	Accounting Systemt Host Server - May 2014
	Lizbeth J. Ponce		981.42 Payroll Period Fe	Payroll Period February 21 - March 6
	Rentfro Law Firm, PLLC	017459, 017460, 017461	4,404.31 West Rail Legal Service	service
	Gonzalez Engineering & Surveying	204727	1,177.00 Survey and map	Survey and map for West Rail Parcels
	Cameron County	2014-108	33,696.80 Personnel Cost P	Personnel Cost Period Ending 2/28/14
	Pete Sepulveda		81.46 Office Supply Reimbursement	imbursement
	Pete Sepulveda		387.23 SPI Travel Reimbursement	bursement
	Xerox Corporation	72839019	457.89 Xerox monthly lease payment	ase payment
	Brian G Janis PC	22013 —	780.00 PMI Services Agreement	eement

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

Invoices Selected for Payment - Claims to be Paid

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
DYLBIA L. VEGA	DYLBIA L JEFFERIES VEGA	DJV - Oct - Feb	5,500.00	Legal Services from Oct - Feb 2014
Franco San Miguel	FRANCISCO J SANMIGUEL	FS - Oct - Feb 2014	1,500.00	IT Services from Oct - Feb 2014
PEDRO SEPULVE	PEDRO SEPULVEDA JR.	PSJ - Laredo	488.37	PSJ Travel to Texas Transportation Comm Meeting - Laredo
PEDRO SEPULVE	PEDRO SEPULVEDA JR.	PSJ - Summit	350.00	Texas Transportation Leadership Summit 2014 - Registration Fees PSJ & Chairman
RGV Spotlight	RGV Spotlight	INV-0A12915B	300.00	Marketing Services for CCRMA Annual Report
Sullivan Public Affa	Sullivan Public Affairs	CC022014	7,500.00	Government Consulting Services Feb 2014
TxTag	TxTag CSC	001	30.00	New TxTag Purchase - Customer Vanessa Garcia
TxTag	TxTag CSC	TxTag Mar	1,000.00	Dibursement to Replenish TxTag Account
Report Total			16,668.37	9

3-B CONSIDERATION AND ACKNOWLEDGEMENT OF THE GEC REPORT FOR FEBRUARY 2014

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

**HNTB** 

March 5, 2014

Dear Mr. Sepulveda,

The following is a summary of our progress on the subject projects for the month of February 2014.

### Project Management:

### General GEC

- Prepared & submitted CCRMA GEC Invoice for work performed on various Work Authorizations. Updated and submitted January 2013 GEC report.
- On February 13th, Richard Ridings, Eddie Garcia, Greg Garcia, John Becker and Jimmy Berry 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 (Work Authorization No. 8):

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

- Construction advances on the Mexican side:
  - Bridge, 100%
  - Patios and Roadway, 100%
- We are still waiting for the resources to be released for the six minimum construction items needed to initiate operations this will take place no later than February 15. The six construction items are:
  - I. Gamma Rays relocation.
  - II. Check point platforms.
  - III. The wall required by customs.
  - IV. Telecommunications tower.
  - V. Vehicular Pass
  - VI. Roads reconstruction.
- On Friday, February 7 at 10.30 a meeting took place with Customs and Border Protection, Cameron County and Customs General Direction to analyze the gamma Rays issue, agreements reached:

- First, the relocation on the Mexican side will take place, this process on the Mexican side will determine the date to initiate operations.
- On the American side equipment will also be relocated; therefore process details will be given at the meeting on March 7th.
- During this process CBP and SAT will be in ongoing communication.
- In regards to the delivery reception tables, we are waiting for Engineer Alfredo Briano Pérez, North Regional Coordination under Director from General Direction of Railroad and Multimodal Transport from SCT to send the invitation to the infrastructure and railroad operation tables. Engineer Javier Montero Casillas from Caxcan delivered the maps to be reviewed by Kansas City Southern México, it is possible that the first meeting will take place by the end of February.
- The 69th meeting of the Technical Group will be held on Friday March 7 at 11:30 am in the city of Brownsville, Texas.
- Union Pacific has provided the results of their final walkthrough. There are items that must be addressed prior to their acceptance of the project. The items include:
  - Install the end restraint at the crossing panel at bent 41 on the bridge
  - Recompact the subballast at the maintenance crossing at station 103+45
  - Complete the ballast to a 3:1 slope in accordance with the Union Pacific standard
  - Erosion has filled the culvert at Station 355+32. Resolve the erosion problem and clean out the culvert.
  - Grind field welds to provide a smooth crossing.
  - Complete the security fence on the bridge.

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

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

- HNTB continues to provide assistance and information to CCRMA Board and staff, members of the general public and stakeholders.
- Coordinated, reviewed and packaged Supplemental Work Authorization No. 10 to Work Authorization No. 17 as well as all eight (8) subconsultant contracts.
- Coordination, including weekly meetings, with TxDOT Pharr District, TxDOT ENV and FHWA has been on-going regarding the FEIS tasks.
- HNTB and S&B conducted internal Cost Estimate workshops. HNTB and PSI completed Project Management Plan for GEC review.
- HNTB and PSI began the Draft Financial Plan.
- Primary Survey Control was completed.
- Aerial LiDAR flight was completed.
- Bathymetric survey was completed.

- Right-of-Entry letters were delivered to affected property owners. Continued coordination with subconsultants and affected property owners on status of ROE.
- Continued data collection and ROW research and mapping.
- Continued coordination with subconsultants on route and design studies for preparation of 60% submittal (i.e. typical sections, geometric design, preliminary cross sections, preliminary traffic control, 3D modeling, schematic plan preparation, preliminary construction cost estimate, hydrology, hydraulic studies, drainage design and preliminary bridge layouts).
- Submitted 30% complete schematic review package (i.e. schematic, DSR, engineering estimate and preliminary engineering report) to TxDOT for review.
- HNTB participated on the project 30% Plan Review for NEPA meeting with ENV and FHWA in Austin, TX on February 24, 2014.
- Revised master design schedule and submitted to subconsultants for review.
- Continued coordination with subconsultants on traffic forecasting and operational analysis.
- Continued coordination with subconsultants on geotechnical services.
- Continued preparation of FEIS and associated tasks.
- Coordinated with subconsultants on FEIS tasks.

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

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

• Responded to EPA comments on the Individual Permit application.

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

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

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

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

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

- HNTB started on Supplemental Work Authorization for the plans, procurement, and construction of the Border Fencing on the UPRR Bridge.
- The tamping of all rail has been completed, all crossings are now installed, and inside guard rail has been completed.
- The contractor has achieved substantial completion with only minor corrections and cleanup required.
- Submitted Mitigation Status Report to USACE.
- HNTB is assisting with the completion and close out of this project.

### Outer Parkway Study (Work Authorization No. 36)

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

HNTB started on Supplemental Work Authorization for the Environmental Assessment and Route Studies.

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

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

No tasks performed for this month.

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

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

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

- Continued project coordination with TEI.
- Began preparation of Antiquities Permit application for archeological surveys.

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

- Continued project coordination with S&B.
- Submitted Draft Biological Assessment to TxDOT Pharr.
- Began preparation of Antiquities Permit application for archeological surveys.
- Completed Meetings with Affected Property Owners.

### International Advisor Services (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.

- Meeting at the office of Judge Carlos Cascos with Matamoros Truck Companies Association (Canacar) members, to discuss problem with DPS and Customs.
- Various meetings with Matamoros officials to discuss different projects.

- Meeting and conference calls with Homero Garcia and Roberto Rodriguez, representatives of the Livestock Association from Tamaulipas and Valle Hermosa regarding the Livestock station project at Los Indios Bridge.
- Coordinated the third meeting with the "Los Indios Bridge Alliance", with the objective of
  promoting commercial traffic. Attendees; Cameron County, Tamaulipas Economic Development,
  Port of Brownsville and Harlingen EDC, city of Matamoros and representatives of the Matamoros
  and Tamaulipas livestock Association at the Cameron County offices.
- Weekly meetings and conference calls with Cameron County, Port of Brownsville and Harlingen EDC, to follow up on different projects.
- Meeting and conference call with, Tamaulipas Economic Development officials, to talk about different plans.
- Monthly meeting with Pete Sepulveda from Cameron County, Eduardo Campirano, Port of Brownsville and Raudel Garza, Harlingen EDC, to review plans for this project.
- Various meetings with Truck Companies Association (Canacar) leaders.
- Meetings with different warehouse companies to promote the installation of cold storage facilities.

### 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 2<sup>nd</sup> Access project, SH 550, Olmito Switch Yard Repair-In-Place Facility construction project, West Rail construction project, SH 32 East Loop EAs and other miscellaneous items.

Best regards,

Richard L. Ridings, P.E.

J. Riding P.E.

Vice President

cc: Carlos Lopez, P.E.

Paid To Date:

Unpaid Balance:

Funding Source:

1.016,457.30

Cameron County

10,473.30

10,473.30

Total:

Project		West Rail Relocation
Work Authorization	8	International Advisor Services
Supplemental	1	International Advisor Services
Supplemental	2	International Advisor Services
Supplemental	3	International Advisor Services
Supplemental	4	International Advisor Services
Supplemental	5	International Advisor Services
Supplemental	6	International Advisor Services
Supplemental	7	International Advisor Services
Supplemental	8	International Advisor Services
Supplemental	9	International Advisor Services
Supplemental	10	International Advisor Services
Supplemental	11	International Advisor Services
Supplemental	12	International Advisor Services
Supplemental	13	International Advisor Services

WA Cost	S		186,579.00
SA Cost	\$		67.264.00
SA Cost	S		67,163.00
SA Cost	S		67,163.00
SA Cost	\$		67,939.00
SA Cost	\$		67,939.00
SA Cost:	S		67,703.00
SA Cost	\$		67,914.00
SA Cost	s		67,914.00
SA Cost:	\$		69,054.00
SA Cost		\$	69,504.00
SA Cost		\$	69,924.00
SA Cost		\$	69,924.00
SA Cost:		\$	69,924.00
otal Cost:	\$	1,	075,908.00

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

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

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

the same of the sa			Project Activity		and the same of th	The second second
nlemational Advisory,		100				S .
Status:	Ongoing.					- 66
Recent Activity:	Detailed report a	vailable.	100			
Upcoming Activity:	Attend coordinat	ion meetings.	1.6			
Outstanding Issues:	None.					
esign	The state of					
Status:	9					
Recent Activity:						
Upcoming Activity:						
Outstanding Issues:			40.52			
ther: Project Adminis	tration	I The same				150
Status:	7	UNITED TO SERVICE				
Recent Activity:						
Upcoming Activity:						
Outstanding Issues:						
	Tas	k		Status	Date Anticipated Completion	% Complete
nternational Services				Ongoing	6/30/2014	95%
THE PART AND ADD		1,075,908.00	Outstanding Invoice Number	Days Old	Invoice	Amount
WA Amount:	The second second second second	1,070,800.00	(19ttipe)	Deys Old	IIIVOIGO	CHINCHIN

HNTE

327,621.45

Fioject		South Fadie Island Fr	1836 2W @ 3D	-			
Work Authorization	17			_ WA	Cost:_	S	2,965,831.00
Supplemental	2	Affected Env & Env Co	onsequences	SA	Cost:_	S	165,885.00
Supplemental	3	Affected Env & Env Co	onsequences	SA	Cost:_	\$	415.622.00
Supplemental	4	Affected Env & Env Co	onsequences	SA	Cost:_	\$	109.870.00
Supplemental	6	Affected Env & Env Co	onsequences	SA	Cost:_	5	155,668.00
Supplemental	7	Affected Env & Env Co	onsequences	. SA	Cost:_	\$	40,290,00
Supplemental	a	Affected Env & Env Co	onsequences	SA:	Cost:_	\$	59.094.00
Supplemental	9	Affected Env & Env Co	onsequences	. SA	Cost:_	5	37,334.00
Supplemental	10	Affected Env & Env Co	onsequences	. SA	Cost:_	\$	4,488,102.00
Supplemental	11	Affected Env & Env Co	onsequences	, SA	Cost:_	\$	118,256.00
Supplemental	12	Affected Env & Env Co	onsequences	•	Cost.		15,827.00 8,582,779.00
Description: This Work Authorization provides engineering and environmental services associated with the development and advancement of the NEPA process for the proposed South Padre Island (SPI) 2nd Access Project in Cameron County, Texas. The proposed Project will provide an atternate 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 engineering and environmental tasks necessary to advance the project to a schematic design of the Recommended Preferred Alternative, FEIS and ultimately to a Record of Decision (ROD).  Scope: Prepare schematic, FEIS and Surveying							
							1.27-4.0
	roject ma	anagement plan, base a	nd soil testing and core	Recommended Preferred Alto drilling, traffic forecasting, tra			
******************			Project Act	lvity			
Route and Design Stu							
Status	Status: Ongoing.						
Submitted 30% complete schematic review package to TxDOT for review on 2/21/2014. Attended 30% Plan Review for Recent Activity:  NEPA meeting with ENV and FHWA in Austin, TX on 2/24/2014. Continue to coordinate with subconsultants on geotechnical surveys.							
Upcoming Activity:	Coordination with subconsultant on development of 60% submittel, financial plan and traffic analysis. Perform geotechnical surveys.						
Outstanding Issues:	iest: None.						
Social, Environmental				The second secon		4-1	
Other.	Ongoin	g.					
Recent Activity:	Continu	ied work on SWA #10 at	ctivities, including week	ly meetings with TxDOT and I	HWA.		
Upcoming Activity:	Continu	e work on SWA #10 act	vities and begin bi-wee	skly meetings with sub-consult	lants.		
Outstanding Issues:	None.			**			
Field Surveying and Pt			200000000000000000000000000000000000000		71.0		1968
CONTRACTOR OF THE PARTY OF	Ongoin		Is on field surveying. C	Coordination with subconsultar	its and	affected proper	rty owners on
Recent Activity:		Photogrammetry, LiDAR			Ples 4	disease p	ty ownors
Upcoming Activity:	_						
Outstanding Issues:	Continu	e to coordinate with affe	cted property owners o	n ROE.	_		
		Task		Status		Date of Anticipated Completion	% Complete
Route and Design Stud				Ongoing	-	10/14/2014	20%
Social, Environmental : Field Surveying and Pt				Ongoing	-	6/9/2015	5%
rieid Surveying and . ,	NO LUGI AL	лтечу		Ongoing	-	3/31/2014	70%
			Distriction benefits				
WA Amount:	\$	8,582,779.00	Outstanding Invoice Number	Days Old	iga .	Invoice	Amount
Billed To Date:			100-40619-PL-017	14	5		327,621.45
Paid To Date:	s	4,319,092.10					
Unpaid Balanca:	\$	327,521,45			$\perp$		
Funding Source:							7112
10 No 100					_		
					-		
Language of the second			12 U = 12 S				

Project		General Brant				
Work Authorization	26	General Brant		WA Cost:	\$	208,639.00
Supplemental	1	Section 404 Individual	Permit App	SA Cost:	\$	11,114.00
Supplemental				SA Cost:	\$	98,808.00
				Total Cost:	\$	318,561.00
and Section 404 Indivi Scope: Project Mana	idual Per	mit application (with Co and Social, Economic a	onceptual Mitigation Pla and Environmental studi	es for CCRMA. Activities neces	Brant Road (FM	106).
clearance, including S	ection 40	34 permit from U.S. Am	ny Carps of Engineers,	for roadway improvements.		
Deliverables: Categor	rical Exc	lusion and Section 404	Individual Permit with 0	Conceptual Mitigation Plan.		
			Beelest Activ	<b>A-</b>		
Categorical Exclusion			Project Activ	nty		
		te. FHWA approved the	CE on October 24, 20	13.		
DESCRIPTION OF	None.					
Recent Activity:						
	None.			9,400		
Upcoming Activity:						
Outstanding Issues:	None.		ADMINISTRAÇÃO - 15.00 A.	1.00		
Section 404 Individual						
Status: Ongoing None						
Recent Activity:						
Upcoming Activity:		any additional resourc	e agency comments.			
Outstanding Issues:	None.					
Task				Status	Date of Anticipated Completion	% Complete
Categorical Exclusion				Complete	TBD	100%
Section 404 Individual	Permit (	with Conceptual Mitigat		Ongoing	TBD	100%
WA Amount:		318,581.00	Outstanding Invoice Number	Days Old	Immion	Amount
Billed To Date:	_	318,561.00	INGINOSI	Days Old	IIIVOICE	Allouit
Paid To Date:		318,561.00		- U.W.		_
Unpaid Balance:		- 1				_
	-		(e)(t)			
			90 500		3	
Funding Source:					I I I I I I I I I I I I I I I I I I I	
				Total:	\$	-

Project	FM 511 (SH 550) Perr	nit Services		ALI MET	
Work Authorization	29 Permitting Services		WA Cost:	\$	52,759.00
Supplemental			SA Cost:		94,911.00
Supplemental	2		SA Cost:		
Supplemental	3		SA Cost:		22,088.00
			Total Cost:		169,758.00
Description: The SH 55	50 Re-Evaluation project provide	des professional sen			
of the SH 550 toll project be on the effects of tollin Scope: Project Manage	t from US 77/83 to SH 48 and ig the project. Supplements for ament and Social, Economic an clearance for a tolled roadway	the proposed entran icus on developing m nd Environmental stu	ce to the Port of Brownsville. hitigation plans and permit app idies for the AUTHORITY. En	The focus of the i roval.	e-evaluation will
	ental Activity necessary for obt			V+	
		Project Activ	te e		
E-colonial desired					
Environmental					
Status: S	&B now overseeing mitigation	monitoring.			
Recent Activity: N	lone				
	lone,				0
Outstanding Issues: N	lone,				
Design					
Status: S	H 550 Port Spur mitigation site	complete.			
Recent Activity: N	lone.				-
Upcoming Activity: N	one.				
Outstanding Issues: N	one.				
Other				1000	
Status:					
Recent Activity:					
Upcoming Activity:					
Outstanding Issues:					
	Task		Status	Date of Anticipated Completion	% Complete
Environmental Assessm			Complete	complete	100%
	mitting and Mitigation (supple	ment 2)	Complete	complete	100%
Public Involvement			Complete	complete	100%
PS&E plans for TxDOT (		4.0)	Complete	complete	100%
Re-evaluation of EA for f	mitigation property (supplemen	it 3)	Complete	complete	100%
WA Amount: \$	169,758.00	Outstanding Invoice Number	Days Old	l1	Amount
Billed To Date: \$		HIADICO IAOIIIDOI	Daya Olu	ILIVOICE	A INCOLL
Paid To Date: \$			BN -		
Unpaid Belance:	103,700.00		-M		
A CHARLEST AND A COLUMN TO A STATE OF THE PARTY OF THE PA	County License Plate Fees				
			Total:	\$	

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Project	<u>v</u>	Vest Rail Constructio	n & Inspection Services			
Work Authorization	33 C	Construction & Inspec	ction Services	WA Cost:	\$	1,255,920.00
Supplemental	2 0	onstruction & Inspec	tion Services	SA Cost:	\$	358,021.00
Supplemental	1 0	Construction & Inspec	ction Services	SA Cost:	\$	48,623.00
Supplemental				SA Cost:		
				Total Cost:		1,662,564.00
Bassistan, This Mar	ali Biritha ada	allas la la secolde de				
Description: This Wor	rk Authonz additional tr	ation is to provide co acks will allow the LL	instruction inspection (C PRR to abandon their c	<ul> <li>for the Union Pacific Railroad ( urrent location between Mexico a</li> </ul>	UPRR) West Rail	Bypass. The
grade crossings.	addidona ii	acks will bliow the O	TING BOARDON GIGIE	urrent location between Mexico a	III CHIIIIO GIIIIIII	itilig several
Scope: Construction a	administrat	ion for the constructi	on of the West Rail relo	cation. The construction includes	track, drainage,	construction
				the DHS facility on the north side		
Dalineaphle, Most De	il humana e	ou estimates. ACRA	Taxonic and constr	reting a chardrile		
Deliverable: West Ra	ni bypass p	ay estimates, ARRA	paperwork, and constru Project Activ			
West Rail Bypass Con	struction in	spection				
Status:	Ongoing.					
Recent Activity:	Contractor	has completed traci	k construction and is per	rforming a final cleaning up. Subn	nitted Mitigation S	Status Report to
rescent Activity.	USACE or	1 January 10, 2014.				
			100			
Upcoming Activity:	Clean up.					
Outstanding issues:	Awaiting re	esolution of DHS cha	inge order items and the	associated funding. Awaiting ap	proval of outstan	iding SWAs.
V/	100				Anticipated	
West Rail Construction	I	Task		Status	Completion	% Complete
Project Management, A				Complete	10/21/2013	100%
Process Invoices and f				Complete	10/21/2013	100%
Construction Inspect		THE RESERVE AND ADDRESS OF THE PARTY OF THE		Complete	10/21/2015	100%
Construction Managem				Complete	10/21/2013	100%
Construction Observati	ion and Ins	pection		Complete	10/21/2013	100%
Record Keeping and Fi	ile Manage	ment		Complete	10/21/2013	100%
Schedule				Complete	10/21/2013	100%
Project Close-Out				·		
Construction Managem	nent			Complete	10/21/2013	100%
Record Keeping and Fi	ile Manage	ment		Complete	10/21/2013	100%
Post Construction Serv	rices			Ongoing	10/21/2013	75%
THE PERSON NAMED IN			Outstanding Invoice			7078
WA Amount:	s	1,662,584.00	Number	Days Old	Invoice	Amount
Billed To Date:		1,662,564.00	99-40619-CN-033	44	S	60,888.95
Paid To Date:		1,601,675.05				
		60,888.95				
Simple Coldino.	-	30,000.00				
		-				
Funding Source:				Ŧ · ·		00 000
				Total:	<b>a</b>	60,888.95

HNTE

Project	0	oter Parkway Planni	ng Study			
Work Authorization		uter Parkway Planni		WA Cost:	\$	103,839.00
Supplemental			•			
Supplemental	_ <del>   </del>					
	ш_					103,839,00
Becariotion: This wa	ele acethoriae	dian annidae andes	alanal cardons and deliver			9.19
is to be performed in a	a three pha	se effort to deliver a	schematic design for the C			
				and engineering constraints n	nap, environmen	tal constraints
report, and comdor id-	entification	report to aid in the e	stablishment of the alignme	ent of the Outer Parkway.		
Deliverable: Constra	ints map, e	nvironmental constra	nts/corridor identification	report.		
		zestos.				
Outer Parkway Planni	THE SHIP T		Project Activity			
	Complete.					
		vironmental Classific	cation letter for FHWA con-	currence on EA classification.	100	
Recent Activity:						
	Submit Cla	assification letter to F	'LINA/A			
		assincation letter to r	HAN.			
Upcoming Activity:						
Outstanding Issues:	None					
				<del></del>	Date of	
					Anticipated	
		Task		Status	Completion	% Complete
Outer Parkway Plann				1.	2015	
Project Management a	and Coordin	nation		Complete	3/1/2011	100%
Data Collection				Complete	3/1/2011	100%
Meetings/Managemen	11			Complete	3/1/2011	100%
21 - 22 - 24 - 79			A			
WA Amount:		103,839.00	Outstanding Invoice Number	Down Old	tourilee	American
Billed To Date:		103,839.00	Idriling	Days Old	INVOKE	Amount
			777	-0.77		
Paid To Date:		103,839.00			93,000	31
Unpaid Balance:	3	-				
	22					
					N.	
Funding Source				Total:	•	
				Total:	•	•

Design		West Rail RFI, As-Buil	4-			
Project					~ •	474 450
Work Authorization	40	West Rail RFI, As-Buil	ts		\$	- 100
Supplemental	$\square$		·			
Supplemental				SA Cost:		
Supplemental				SA Cost:	<u> </u>	
				Total Cost:	\$	171,150.00
				ed to the plans and specification		
duration of the constru	iction and	d review of shop drawin	gs.			
Scope: Project Mana	ger shall	be the point of contact	for the AUTHORITY to a	ddress issues regarding projec	ct staff, progress,	response to
				ation of the construction.		·
Deliverable: Respons	es to RF	I, as-builts and record k	eeping.			-
			Project Activit	у		
West Rail RFI, Shop D		da Dia anno anno	de diberte			
CONTRACTOR		d to RFIs on an as-need				
Recent Activity:	Project i	management (see GEC	Progress Report).			
Upcoming Activity:	Respon	d to RFIs on an as-need	ded basis.			
Outstanding Issues:	Awaiting	approval for SWAs (ac	Iditional RFIs/shop draw	ng review/DHS coordination).		
		Task		Status	Anticipated Completion	% Complete
West Rail RFI, Shop I	Drawing	s will a series				
Project Management				Complete	10/21/2013	100%
Respond to Requests	for Inform	nation		Complete	10/21/2013	100%
77. 70.100		a cities was	Outstanding	Territor (product)		
WA Amount:	s	171,150.00	Invoice Number	Days Old	Invoice	Amount
Billed To Date:	S	171,150.00				
Paid To Date:	\$	171,150.00			102 00	
Unpaid Balance:	\$		77			
						7,000-900
Funding Source:				Total:		
				lotal:	1	•

Project		Olmito RIP CI Service	s		-	
Work Authorization	47	Construction & Inspec	tion Services	WA Cost:	\$	134,538.00
Supplemental	$\overline{\Box}$			•	\$	
Supplemental	$\vdash$			•		
Supplemental	Ш			SA Cost		
				Total Cost:	<b>S</b>	134,538.00
Description: This Working Place (RIP) Facility. The and expand their capa	rk Autho he cons bilities.	orization is to provide co struction of this facility al	nstruction inspection (C llow the UPRR to reloca	<ul> <li>i) for the Union Pacific Railroad (I ste their current repair in place operated in the current repair in place operated in the current repair in the current repair</li></ul>	JPRR) Olmito Ya erations from Har	ird Repair in lingen to Olmito
Scope: Construction a drainage, construction	adminis sequen	tration for the Olmito Ya cing, SWPPP, pay estir	rd repair-in-place (RIP) nates, quantities, and s	facility and lighting. This includes chedule.	building, equipa	nent, track,
Deliverable: Olmito R	IP Facil	ity pay estimates, ARR/	A paperwork, and const	ruction schedule.		
Charles and the second			Project Acti	vity		
		n Inspection Services ( action at 99% complete.	GI)			
		iction at 33 /g complete.				
Recent Activity:	None.					
Upcoming Activity:	BPUB t	o energize water line. S	chedule final walk throu	gh with UPRR for facility acceptar	nce.	
				nad been sent a request to provide	warranty deed o	or metes and
Charles and the control of	oounas	ror water/sewer line and	d submit payment on in	pact fees for both to BPUB.	Anticipated	
		Task		Status	Completion	% Complete
Olmito RIP Facility Co	onstruc	tion inspection Service	es (CI)	m 111 1 11 4		/ / C C C C C C C C C C C C C C C C C C
Project Management, A	Adminis	tration, QA/QC		Ongoing	1/31/2013	95%
Process Invoices and I	rogres	s Reports		Ongoing	1/31/2013	95%
Construction Inspect	ion Ser	vices		Ongoing	1/31/2013	95%
Construction Manager	nent	4000 74		Ongoing	1/31/2013	95%
Construction Observat				Ongoing	1/31/2013	95%
Record Keeping and F	ile Mana	agement		Ongoing	1/31/2013	95%
Schedule		200		Ongoing	1/31/2013	95%
Project Close-Out						
Construction Managen	nent		- 200	Ongoing	1/31/2013	20%
Record Keeping and F	ile Mana	agement		Ongoing	1/31/2013	20%
					1000000	
WA Amount:	s	134,538.00	Outstanding Invoice Number	Days Old	Invoice	Amount
Billed To Date:	\$	134,538.00				
	S	134,538.00				
Unpaid Balance:	\$					
Funding Source:						
				Total:	,	

Work Authorization		H 32 GEC				
. 620	49 SI	H 32 GEC		WA Cos	t <b>\$</b>	1,961,997.0
Supplemental	1 <u>SI</u>	H 32 GEC		SA Cos	t:_ <b>\$</b>	18,277.00
Supplemental	2 SI	H 32 GEC		SA Cos	t:_ <b>S</b>	243,639.00
				Total Cos	t:_\$	2,223,913.00
to expedite the prelimi independent utility, ex East). The proposed oversight of HNTB (G	inary develo tend from U projects are EC). thorization a	opment phases of the IS 77/83 to FM 3068 being developed by allows the GEC to ov	sional services for oversight, ase two SH 32 projects only. (herein referred to as SH 32 two prime subconsultants, (see see/manage the developmed by other firms.	The two projects, which eac -West) and from FM 3068 to S&B Infrastructure, Ltd. and	h have logical ter SH 4 (herein refe Traffic Engineers,	mini and erred to SH 32- Inc.) under the
Deliverable: Meeting	notes, sche	edules, document re-	views, permitting strategies.			
			Project Activity			
East Loop EA			Project Activity	2 1 1		27 5 5 5 5 5 5 5 5 5
	On-going.	SH 32-West EA pre	pared. SH 32-East EA prepa	ired.		
Recent Activity:		ant Contracts were t	completed and kick-off meeti	ngs ne:a.		
Upcoming Activity:	Submittals	of EA and BA.			:N	
Outstanding Issues:			ering Workshop as per Pass- Need to begin final design p		orkshop can inve	stigation options
		Task		Status	Date of Anticipated Completion	% Complete
East Loop EA						
Project Management a	and Coordin	ation				88%
WA Amount		2 223 913 00	Outstanding Invoice	Dave Old	Invoice	Amount
WA Amount:		2,223,913.00 1,952,850,47	Outstanding Invoice Number 100-40619-PL-049	Days Old	1	Amount 12 181 95
Billed To Date:	\$	1,952,850.47	Number		Invoice	Amount 12,181.95
	\$		Number		1	
Billed To Date: Paid To Date:	\$	1,952,850.47 1,940,668.52	Number		1	
Billed To Date: Paid To Date:	\$ \$ \$	1,952,850.47 1,940,668.52	Number		1	

Project	li	nternational Advisor Se	rviceș - Multimodal Logisti	c HUB		
Work Authorization	73	Cameron County Inter	national HUB	WA Cost:	<u> </u>	86,393.00
Supplemental				SA Cost:	\$	
Supplemental				SA Cost:	\$	
				Total Cost:	S	86,393.00
Description: This work to	author	rization provides profess	sional services for oversigl	nt, guidance, agency coordination	n, and issue reso	ution, necessar
Scope: This Work Auth	orizatio	on allows the GEC to ov	ersee/manage the develo	pment of		
Deliverable: Meeting r	notes, s	chedules, document rev	views, permitting strategie		4.253	
			Project Activit	у		
nternational Advisory S Status: (	On-coin	10				
		older meetings.		100		
Recent Activity:				<u>10.5</u>		
Upcoming Activity:	Continu	e stakeholder meetings	and workshops.		0.0-10.00	
Outstanding issues:		- 10 10				
	8	Task		Status	Date of Anticipated Completion	% Complete
International Advisory						
Project Management ar	nd Coor	rdination				7%
	_					
	,					
WA Amount:	s	88,393.00	Outstanding Invoice Number	Days Old	Invoice	Amount
Billed To Date:	\$			891		
Paid To Date:	\$	150-15				
Unpaid Balance:	\$			1417 MU		
	203					
			0			
Funding Source:			2			

3-C CONSIDERATION AND ACKNOWLEDGEMENT OF THE SH 550 DIRECT CONNECTOR PROJECT UPDATE

## CAMERON COUNTY REGIONAL MOBI

SH 550 CONSTRUCTION UPDATE

March 13, 2014



L& G Engineering Laboratory

Geotechical · Construction Material Testing

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

### SH 550 Key Dates

-PRE-CONSTRUCTION MEETING

-NTP ISSUED

-ACTUAL CONST. START DATE

-FEDERAL AUDIT IN FIELD

-59.2 % COMPLETE AS OF

-MILESTONE START DATE (IH 69 LANE CLOSURE)

-LOCAL LET GOV. PROCEDURES AUDIT

-TxDOTAUDIT

-TxDOT ENVIRONMENTAL INSPECTION

-PROJECTED CONST. END DATE

L&G Engineering Laboratory
Geotechical · Construction Material Testing



2-20-2013

C. C. 1111.

2-23-2013

3-4-2013

02-25-14

11-1-13

8-1-13

9-10-13 to 9-12-13

2-18-2014

9-22-2014



HNTB Corporation
The HNTB Companies
Engineers Architects Planners

### CCRIMA

# Major Items of Work in Progress

PREVIOUS UPDATE (JAN. 2014) COMPLETE TO DATE	95.7%	100.0%	100.0%	87.9%	81.6%	75.0%	61.3%	13.5%	14.0%
% COMPLETE TO DATE	95.7%	100.0%	100.0%	100.0%	92.1%	75.0%	94.7%	18.9%	26.7%
QUANITITY COMPLETED TO DATE	292,060.00	598.00	58.00	58.00	35.00	12.00	26,916.44	33,012.50	20,072.27
PROJECT TOTAL	305,077.00	598.00	58.00	58.00	38.00	16.00	28,433.31	245,188.00	75,246.00
UNIT	CY	EA	EA	EA	EA	EA	LF	SF	SY
ITEM	EMBANKMENT	CONCRETE PILES	BRIDGE FOOTINGS	BRIDGE COLUMNS	CAPS FORMED AND POURED	DRILLED SHAFTS	CONCRETE BEAMS	REINFORCED CONC SLAB	CONC PAVEMENT CRCP 12"





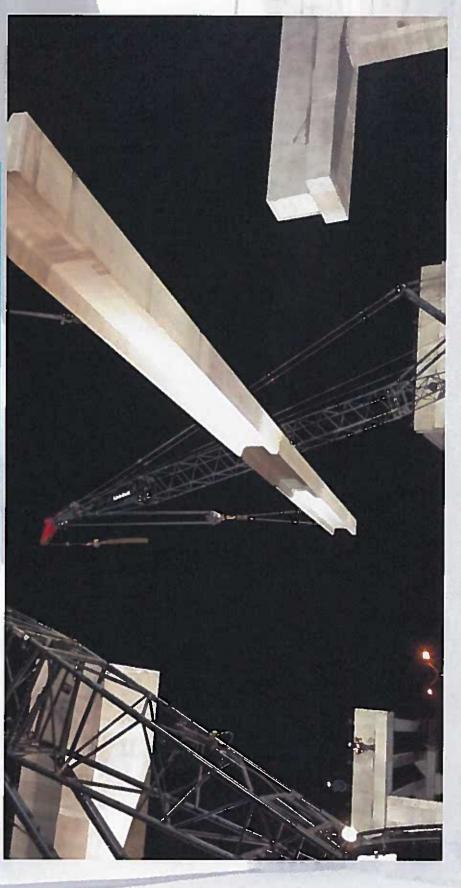




HNTB Corporation
The HNTB Companies
Engineers Architects Planners

# Major Items of Work in Progress





### CONCRETE BEAM PLACEMENT



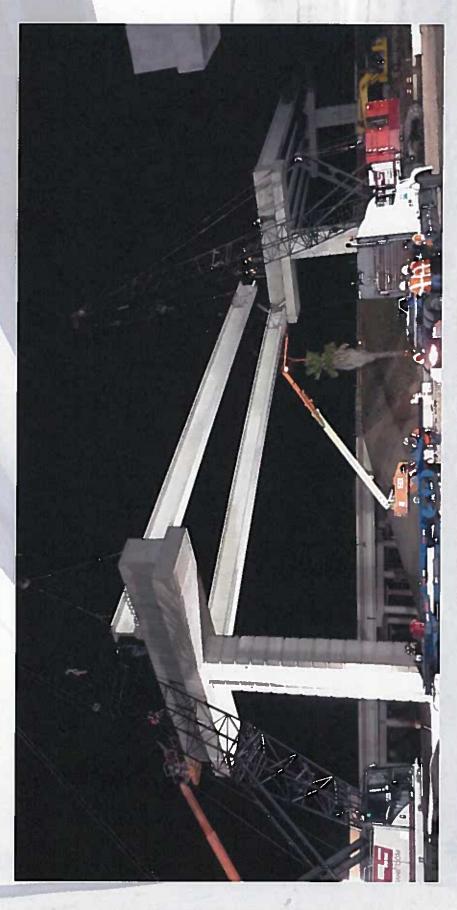




The HNTB Companies Engineers Architects Planners HNTB Corporation

# Major Items of Work in Progress





### CONCRETE BEAM PLACEMENT



Me L&G Engineering Laboratory Geotechical · Construction Material Testing



Engineers Architects Planners HNTB Corporation The HNTB Companies

# Major Items of Work in Progress





### REINFORCED CONCRETE SLAB POUR



M L& G Engineering Laboratory







HNTB Corporation
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Engineers Architects Planners

# Major Items of Work in Progress





CONCRETE PAVEMENT (CRCP) (12")



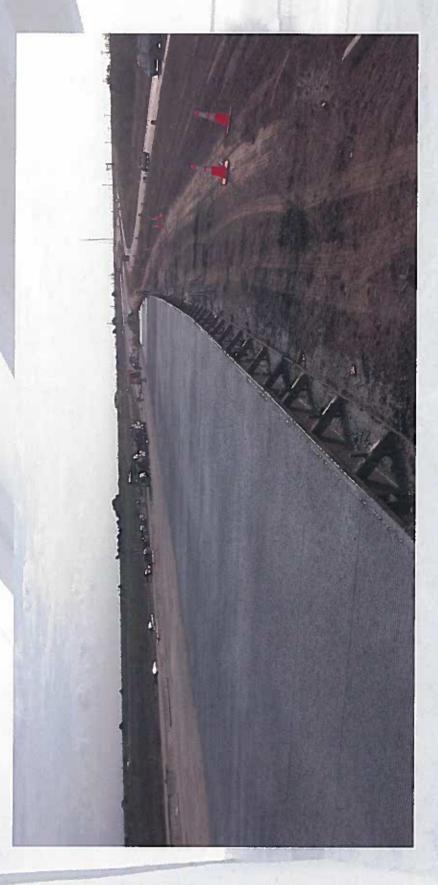
M G Engineering Laboratory Geotechical · Construction Material Testing



HNTB Corporation
The HNTB Companies
Engineers Arthitects Planners

# Major Items of Work in Progress













HNTB Corporation The HNTB Companies Engineers Architects Planners

# Submittal of Pay Estimate # 12 – FEB 2014 Cesture



Estimate No. 12	
Original Contract Days Days Added by Change Order Total Contract Time Contract Days Previously Billed Contract Days this Period Days Remaining % Contract Time Used	565 0 565 325 31 356 63.0%
Contract Amount	\$ 43,963,291.32
Previous Payments	\$ 23,158,098.08
Balance Due this Estimate	\$ 2,859,699.90
Net Amount Earned to Date	\$ 26,017,797.98
Percentage of Contract Billed to Date	29.5%
Balance of Contract	\$ 17,945,493.34









HNTB Corporation
The HNTB Companies
Engineers Architects Planners

### Local Project Staffing



### BASED ON FEBRUARY ESTIMATE

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

Non-Local (RGV) Contractor Personnel – 1 FTE

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

Total Personnel - 53 Daily FTE's





Geotechical · Construction Material Testing



Engineers Architects Planners HNTB Corporation

### Local Project Staffing



# BASED ON FEBRUARY ESTIMATE #12

Total Paid to Date (February 2014 Estimate) - \$26,017,797.98

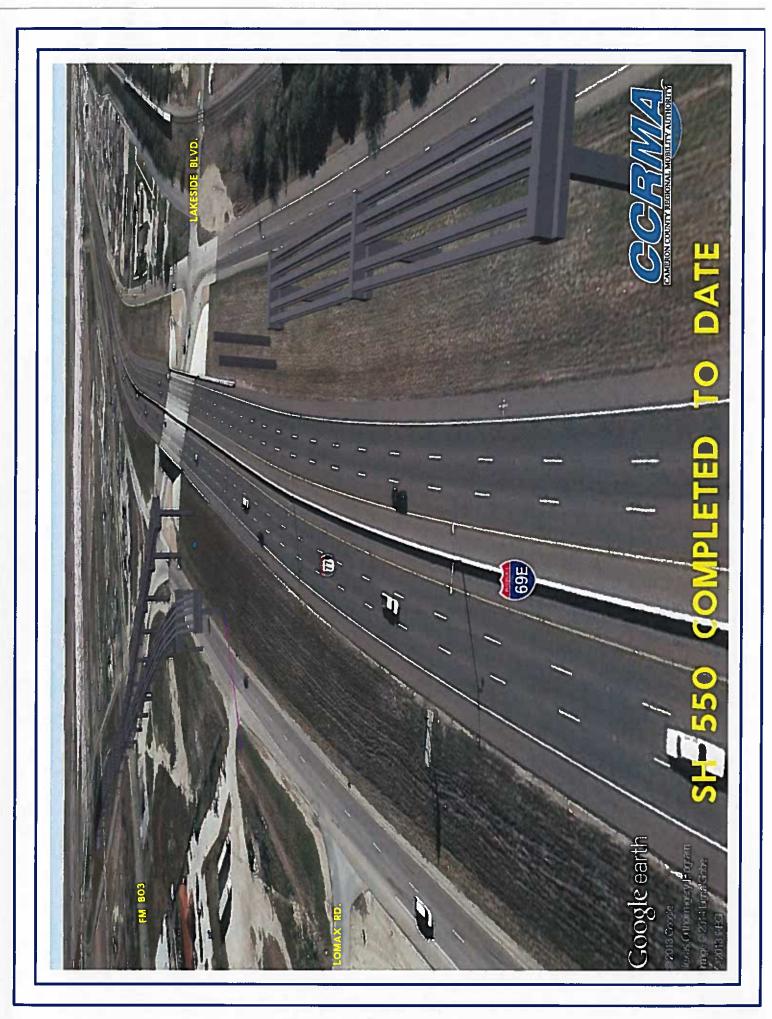
(83.8%)Local (RGV) Contractor Payments - \$21,807,071.62 Non-Local (RGV) Contractor Payments – \$4,210,726.36 (16.2%)







The HNTB Companies Engineers Architects Planners HNTB Corporation



3-D CONSIDERATION AND APPROVAL OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY HANDBOOK



### MEMORANDUM

TO: Chairman and Board Members

FROM: Pete Sepulveda, Jr. ?

RE: Item 3D

**DATE:** March 11, 2014

Attached are revised sections of the CCRMA Employee handbook that I would like to discuss with the Board on Thursday.

Thanks.

### **Vacation and Personal Time Policy**

January 2014

Page 1 of 2

### **POLICY**

It is the policy of the CCRMA to provide full-time regular employees time away from work for rest and relaxation, or for family/personal business, as staffing and customer needs permit.

### **Vacation and Personal Time Eligibility**

Full-time regular employees are eligible for vacation and personal time.

Vacation time will be available for use at the beginning of the calendar year, but will accrue each month. Personal time will be granted at the beginning of each calendar year,

Employees must successfully complete 90 days of employment before being eligible to take vacation or personal time off.

Requests for vacation are subject to the approval of the employee's Supervisor, and will be evaluated in light of business conditions, customer service needs and staffing schedules.

### **Annual Vacation Accrual**

Vacation time is accrued on a per-pay-period basis, according to following schedule unless an alternative agreement exists between an employee and the CCRMA. The accrual rate for annual leave, the maximum amount of accrued annual leave that an employee may carry over from one leave year (October 1 – September 30) to the next, and the maximum amount of annual leave payable upon separation from service are determined as shown in the following chart.

Completed Years of Service	Accrual Rate/ Pay Period	Annual Accrual	Maximum Carryover
0 - 4 years	3.08 hours	80 hours	40 hours
5 – 9 years	4.62 hours	120 hours	40 hours
10+ years	6.16 hours	160 hours	40 hours

In the event an employee is unable to take vacation prior to the end of the fiscal year due to Department needs, the employee is entitled a grace period of 3 months of the next fiscal year to take the vacation.

If the employee terminates employment with a negative vacation time balance, any used vacation time in excess of his/her earned accrual will be deducted from the employee's final paycheck.

The Executive Directors annual leave will be outlined in the Employment Contract.

### **Bereavement Leave**

January 2014

Page 1 of 1

### **POLICY**

It is the policy of the CCRMA to provide employees paid time away from work in the event of the death of an immediate family member or domestic partner.

### **Definitions**

For purposes of this policy, definitions follow:

An "immediate family member" is defined as spouse, parent, person who legally served as
parent, sibling, grandparent, grandchild (whether natural relative, step-relative, or in-law
relative), child (whether natural child, adopted child, foster child or step-child), aunt, uncle,
or other relative who lives in the employee's home.

### **Eligibility**

A full-time regular employee experiencing the death of an immediate family member will be eligible to take paid bereavement leave. Leave for the death of a person other than an "immediate family member" (as defined herein) is at the discretion of the Executive Director.

### **Duration**

Paid bereavement leave will be granted for a maximum of three (3) workdays for an immediate family member. The days will be charged against sick leave/annual leave. If granted by the Supervisor, leave for the death of a person other than an immediate family member is limited to one day per calendar year, charged against sick leave/annual leave.

### Pay During Bereavement Leave

Pay during bereavement leave will be calculated at the employee's regular base rate of pay and time charged as stated above.

### **PROCEDURES**

The employee must notify the Supervisor as soon as possible when bereavement leave is required. The leave time is to be documented on the applicable time reporting system.

3-E DISCUSSION AND POSSIBLE ACTION REGARDING THE CREATION OF AN INTERNSHIP PROGRAM



### MEMORANDUM

**TO: CCRMA Board of Directors** 

FROM: Pete Sepulveda, Jr.

**RMA Executive Director** 

**DATE:** March 13, 2014

SUBJ: Intern-CCRMA Administration

The RMA has been working on developing an internship program with the UTB/UTRGV School of Business. Adrian recently met with the Chair of the Accounting and Management Information Systems, Hassanali Esphabodie, to establish some of the benefits and criteria of providing an internship to the students.

The Chair was in agreement with the duties outlined and mentioned that the service could qualify towards credit hours and if the student aims to become a CPA, then the service hours would count towards the minimum required under the supervision of Adrian.

We are proposing the internship with a \$10 hourly rate with a 10-15 hours a week schedule during the semester. The intern would not be eligible for any health or medical benefits but would have FICA and Federal withholding applied to their pay. From now to the end of the fiscal year the total cost will not exceed \$5,000.

I believe this is a small but beneficial way to get involved with our community and local University. I recommend board approval.

3-F CONSIDERATION AND APPROVAL OF PROPOSAL FROM AMEC ENVIRONMENT & INFRASTRUCTURE, INC. TO PROVIDE VALUE ENGINEERING SERVICES TO THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY FOR THE SH 32 PROJECT

### **Professional Services Agreement**



Cameron County Regional Mobility Authority	and	AMEC Environment & Infrastructure, Inc.
1100 E. Monroe Street, Suite 256	anu	3520 Executive Center Drive, Suite 200
Brownsville, TX 78520		Austin, Texas 78731
Attn.: Pete Sepulveda, Jr., RMA Executive Director		Attn: Samuel M. Watson, P.E., PMP
hereinafter called "Client"		hereinafter called "AMEC"
PROJECT Client engages AMEC to provide services in connection	n with:	
Value Engineering Workshop for SH 32 from US 77/83 3068 to SH 4 (herein referred to as SH 32-East)	to FM 3068	(herein referred to as SH 32-West) and from FM
SCOPE OF SERVICES  AMEC agrees to perform services as follows:		
SEE ATTACHED SCOPE OF SERVICES, EXHIBIT A		
Client agrees that all services not expressly included ar	e excluded	from AMEC's Scope of Services.
COMPENSATION (check one)		
X Firm-fixed price: Client agrees to compensate A \$ 29,782.26	MEC on a f	irm-fixed price basis in the amount of:
rates and terms set forth herein. Should the total	al cost of A and provide	or all hours worked and other costs incurred at the MEC's performance be greater than the estimated a revised estimate for Client's approval. In such as mutually agreed.
Labor Categories and Hourly Labor Rates	s:	
Other Direct Costs (Reimbursed at cost p	lus %	mark-up):
Total estimated time and materials cost:		
In addition to the Agreement amount, Client assumes to value-added taxes under this Agreement, except as of		
ATTACHMENTS The listed attachments form part of this Agreement:		
The listed attachments form part of this Agreement:		
1. Exhibit A: Scope of Services		
2. Exhibit B: Estimate 3.		

### **TERMS AND CONDITIONS**

- 1. AUTHORIZATION TO PROCEED. The signing of this Agreement by the Client and AMEC will serve as written authorization for AMEC to proceed with the services called for in this Agreement.
- 2. ENTIRE AGREEMENT. This Agreement, including attachments incorporated herein by reference, represents the entire agreement between AMEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both Client and AMEC.
- 3. CHANGES AND DELAYS. CLIENT acknowledges that AMEC's services do not include the review of public disclosure documents or preparing consents for regulatory filing purposes. If CLIENT requests such consents from AMEC, CLIENT acknowledges that it will be at CLIENT's cost, and CLIENT shall allow sufficient time for AMEC to perform the necessary review required for completing the consents. Work beyond the scope of services or re-doing any part of the project through no fault of AMEC, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. In the event AMEC's work is interrupted due to delays other than delays caused by AMEC, AMEC shall be compensated equitably (based on AMEC's current Fee Schedule) for the additional labor or other charges associated with maintaining its work force for Client's benefit during the delay, or at the option of the Client, for charges incurred by AMEC for demobilization and subsequent remobilization. If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by AMEC at the commencement of this Agreement, AMEC shall notify Client in writing of the newly discovered conditions or circumstances and the impact on the Agreement. Client and AMEC agree to negotiate in good faith any changes to the price, terms and conditions or schedule of this Agreement. Client acknowledges and agrees that its use of any purchase order or other form to procure services is solely for administrative purposes and in no event shall AMEC be bound to any terms and conditions on such form regardless of reference to or signature. Client shall endeavor to reference this Agreement on any purchase order (or any other form), but Client's failure to do so shall not operate to modify this
- 4. PAYMENT AND SUSPENSION. Unless otherwise stated in the Proposal, invoices will be submitted by AMEC either at the completion of the work or on a monthly basis and will be due and payable on the invoice date. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late fee of one and one-half percent (1.5%) per month computed at 31 days from the date of invoice. In addition, any collection fees, legal fees, court costs, and other related expenses incurred by AMEC in the collection of delinquent invoice amounts shall be paid by CLIENT. IN THE EVENT CLIENT DISPUTES ALL OR PART OF AN INVOICE, CLIENT MUST ADVISE AMEC IN WRITING WITHIN FIFTEEN (15) DAYS FROM INVOICE DATE. UNDISPUTED PORTIONS ARE SUBJECT TO PAYMENT WITHIN THIRTY (30) DAYS. AMEC may suspend performance of services under this Agreement if: 1) CLIENT fails to make payment in accordance with the terms hereof, 2) CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors, or 3) AMEC reasonably believes that CLIENT will be unable to pay AMEC in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of services. If any such suspension causes an increase in the time required for AMEC's performance, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.
- 5. PERMITS, UTILITIES AND ACCESS. Unless otherwise agreed in writing, the Client shall: 1) apply for and obtain all required permits and licenses; 2) make all necessary arrangements for right of entry to provide AMEC access to the site for all equipment and personnel at no charge to AMEC; 3) make available to AMEC all relevant information and documents under its control regarding past, present and proposed conditions of the site, including but not limited to plot plans, topographic studies, hydrologic data and previous soil and geologic data including borings, field or laboratory tests and written reports and shall immediately transmit to AMEC any new information that becomes available or any changes in plans; and 4) provide AMEC with the location of all underground utilities and structures in the exploration area. While AMEC will take all reasonable precautions to minimize any damage to the property, the Client agrees to hold AMEC harmless for any damages to any subterranean structures or any damage required for right of entry.
- 6. PROBABLE COSTS. AMEC does not guarantee the accuracy of probable costs for providing services hereunder. Such probable costs represent only AMEC's judgment as a professional and are supplied only for the general guidance of the Client.
- 7. **DISPUTES.** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the jurisdiction of the Cameron County. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

- 8. STANDARD OF CARE. In the performance of professional services, AMEC will use that level of care and skill ordinarily exercised by reputable members of AMEC's profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE.
- 9. INTENTIONALLY OMITTED.
- 10. INSURANCE. AMEC will maintain insurance for this Agreement in the following types: 1) worker's compensation insurance at statutorily required levels, 2) comprehensive general liability insurance and 3) automobile liability insurance for bodily injury and property damage.
- 11. RESPONSIBILITY. AMEC is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of AMEC, nor is AMEC responsible for their acts or omissions or for any damages resulting therefrom.
- 12. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by AMEC, are for the exclusive use of the Client for the project specified. No other use is authorized under this Agreement. Client will not distribute or convey AMEC's reports or recommendations to any person or organization other than those identified in the project description without AMEC's written authorization.
- 13. FIELD REPRESENTATION. Unless otherwise expressly agreed in writing, AMEC shall not be responsible for the safety or direction of the means and methods at the Client's site of contractors or their employees or agents that are not hired by AMEC, and the presence of AMEC at the Client's site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, Client will advise any contractors that AMEC's services are so limited. AMEC will not assume the role of "prime contractor", "principal contractor", "constructor", "controlling employer", or their equivalents unless the scope of such services are expressly agreed in writing.
- 14. ENVIRONMENTAL LIABILITY. Client has and shall retain all responsibility and liability for the environmental conditions on the site. All non-consumed samples shall remain the property of the Client, and Client shall be responsible for and promptly pay for the removal and lawful disposal of samples, cuttings and hazardous materials, unless otherwise agreed in writing. If appropriate, AMEC shall preserve samples obtained for the project for not longer than 30 days after the issuance of any document that includes the data obtained from those samples.
- 15. TERMINATION. This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of a termination, Client shall pay for all reasonable charges for work performed and demobilization by AMEC to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
- 16. ASSIGNMENT. Neither party shall assign its interest in this Agreement without the written consent of the other.
- 17. GOVERNING LAW. This Agreement is governed by the laws of the State of Texas that is entering into this Agreement.
- 18. ANTI-BRIBERY. The Parties undertake to protect the standards of business practice of the other Party at all times and to act in such a way as to uphold the good name and reputation of the other Party and not to do or attempt to do any act or thing which is intended to and/or which in fact causes any damage to or brings discredit upon the other Party and, in particular, the Parties will not:
  - (a) Offer or give or agree to give to any director, officer, employee or agent of the other Party or any other entity any gift or consideration of any kind as an inducement or reward for doing or for forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of any contract or for showing or forbearing to show any favor or disfavor to any person in relation to any contract.
  - (b) Induce or attempt to induce any officer, servant or agent of any private or public body to depart from his duties to his employer nor be involved with any such arrangement

Client and AMEC acknowledge that each has read and agrees to these Terms and Conditions, which are incorporated herein and made a part of this Agreement.

By: Surfa-War Title: Texas Operations Manager
Date: 3/3/4

Date: 3-13-14

AMEC ENVIRONMENT & INFRASTRUCTURE, INC.

By: Title: Texas Operations Manager
Date: 3-18-14

### EXHIBIT A SERVICES TO BE PROVIDED BY THE CONSULTANT SH 32 Value Engineering Workshop

### Scope of Work

The work to be performed by CONSULTANT (AMEC Environment & Infrastructure, Inc.) shall consist of consulting services for the facilitation of a 3-Day Value Engineering (VE) Workshop for the development of two (2) SH 32 projects. The two (2) 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 as SH 32-East). The proposed projects are being developed by two prime subconsultant: S&B Infrastructure, Ltd. and Traffic Engineers, Inc. (CONSULTANT DESIGN TEAM).

Value Engineering Team

Facilitator/Moderator: Salvador A. Mercado, P.E., CVS Project Coordinator: Jane-Ellen M. Carter, EIT, AVS

Attendees: TBD

Team Members: STATE, MPO and AUTHORITY (RMA)

### **Work Plan**

The VE study shall be conducted over a three (3) consecutive day period to be held on April 15 - 17, 2014. The schedule is as follows:

April 15-17, 2014 VE Study

April 17, 2014 Present VE Findings

May 1, 2014 Draft Report May 8, 2014 Final Report

The VE Work Plan used by the CONSULTANT is as follows:

### Pre-Study Activities (After Contract Authorization)

CONSULTANT, with guidance from AUTHORITY, shall organize and coordinate a pre-study teleconference meeting. AUTHORITY shall participate in the teleconference pre-study meeting between CONSULTANT, CONSULTANT TEAM, STATE, other agencies, and FHWA as may be required by STATE. The purpose of the meeting is to:

- Determine goals and objectives of the VE Study.
- Determine what information is available for the study team, and
- Confirm participants and technical experts required for the study.

CONSULTANT shall review project data available for the team, review the cost model prepared by others for the items that will be the focus of this study such as: construction, planning, operations, evaluation criteria, design geometrics, materials, traffic, hydraulics, and other topics.

### Meetings:

One teleconference Pre-study Meeting up to two (2) hours.

### **Assumptions:**

- Pre-study Meeting will be by teleconference call.
- CONSULTANT TEAM will transmit cost estimate and project reports for the project(s) to CONSULTANT ten (10) days prior to the study.

### Deliverables:

- Mutually agreed to list of disciplines needed for the VE team.
- Conference call notes

### Value Engineering Study: 3-Day Workshop & Post-Study Activities

CONSULTANT shall facilitate the VE study. The AUTHORITY will identify and invite audience participants for the VE presentation. CONSULTANT will prepare workshop agenda. AUTHORITY will provide or reserve meeting room and equipment – projector, screen, copier, scanner, printer, easels, etc. CONSULTANT shall conduct a final VE presentation as specified in the agenda. CONSULTANT shall deliver an electronic copy (PDF) of the Draft VE Report within ten (10) working days of the study completion.

### Study:

Facilitate the VE study. Cover the following areas during the VE study:

- Selection of the right process or elements (optional).
- Investigation background information, functional analysis, team focus.
- Speculation creative, brainstorming, alternative proposals.
- Evaluation analysis of alternatives, advantages and disadvantages, life cycle costs.
- Development develop technical and economic supporting data.
- Presentation present recommendations and team findings.

VE Study Objective is to verify or improve upon the proposed design by focusing on these following areas, but not limited to:

- Materials
- Interchange operations
- Interchange types
- Structure types
- Staging / MOT
- Constructability VE team to review available information on the constraints, space, and MOT that would affect the construction process. A separate constructability study could be recommended as the final design progresses.

### **Assumptions:**

- AUTHORITY will provide the meeting facility for the VE Study.
- AUTHORITY will provide existing graphics, cost estimates, schedules and other project data for use during the study including any project constraints.

• TxDOT/FHWA will provide comments from all presentation attendees on the draft VE report within ten (10) working days to the CONSULTANT.

### Deliverables:

- Study presentation of findings. The objective of the VE study is to recommend potential alternative solutions to the design and management teams. Design suggestions or considerations may also be provided.
- The draft VE study report, in Adobe Acrobat format, will include, but not necessarily in this order:
  - o Cover page will include AUTHORITY and project identification number and project description
  - Table of Contents
  - o Executive Summary, which includes project summary and list of proposed recommendations. Executive Summary will be approximately 2 to 3 pages
  - o Summary of Recommendations, within the report, which lists the final team recommendations, additional cost or cost savings, and the functional benefit for each recommendation. If a specific recommendation can be shown to provide benefit to more than one feature described below, the recommendation can be counted in each category that is applicable. Functional benefits are defined as:
    - <u>Safety:</u> Recommendations that mitigate or reduce hazards on the facility.
    - Operations: Recommendations that improve real-time service and or local, corridor, or regional levels of service of the facility.
    - Environment: Recommendations that successfully avoid or mitigate impacts to natural and or cultural resources.
    - Construction: Recommendations that improve work zone conditions, or expedite the project delivery.
    - Other: Recommendations not readily categorized by the above performance indicators.
  - o Description of the VE job plan as it relates to the project
  - Study agenda, which includes site location
  - Study sign in sheets
  - List of team members
  - Project Information available for VE workshop
  - Function analysis
  - o Applicable FAST diagrams or list or project component functions, if needed
  - Ideas generated evaluation: advantages, disadvantages and explanation of the disposition of the idea; did the idea advance to a recommendation, design suggestion or was it dropped? If dropped, provide explanation
  - Idea development work sheets
  - Recommendations from the VE study
  - The final presentation PowerPoint slides in no more than two slides per page format

- Executive Decision Summary (not bound in report) with VE Team recommendations.
   Provide highway, limits, CSJ(s), date of study and name of team leader (facilitator) and firm. Each recommendation should provide several comment lines and Signature lines for approval or disapproval of implementation by the CCRMA Board after State's District Approval Committee buy-in.
- Slides that were presented at the final presentation in Microsoft PowerPoint format.
- Final VE Report
  - Shall be delivered within three weeks of study presentation.
  - Ten (10) bound copies to the AUTHORITY for the State's District/Division/Region sponsoring the study.
  - Electronic file of report on CD to the AUTHORITY for the State's District/Division/Region sponsoring study.
  - Two (2) bound copies to the AUTHORITY for the State's Design Division VE Coordinator.
  - Electronic file of report on CD to the AUTHORITY for the State's Design Division VE Coordinator.





		Project	Certified	Senior	Senior	Design	Senior	Admin/	TOTAL	
		Manager	Specialist	Engineer	Pianner	Engineer	Operator	Clerical	HOURS	TOTAL Dollars
		\$197.34	\$220.77	\$143.81	\$135.61	\$103.81	\$94.90	\$49.00		
TASK	DESCRIPTION									
	Value Engineering									
_	Pre-Study / Project Management	THE PERSON NAMED IN	16	0	8	0	Control of the last	DACTOR OF THE PERSON	25	C 4844 EA
	Project Setup and Planning	-	12		4			Control of the last		
	Pre-Study Conference Call		2		2					
	Site Visit		2		2					
=	Project Study	O Television	33	0	33	0	0 100 S	<b>できるが</b> の 単独の	56	C 44 760 54
	Facilitate / Perform Project Study		33		33			and down	3	
	(3-day Study)									
								S		
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	Draft Report		10		36					ľ
	Final Report		4		8					
	Printing and Binding							4		
2	Quality Assurance / Quality Control	4	0	0	0	0	0) 1980	0		35 987
	Follow and Audit QA/QC Plan	4								
BTOTAL	SUBTOTAL LABOR EXPENSES	6096 70		The Park of the last		The second second	THE RESERVE THE PERSON NAMED IN	CAMP TOTAL PROPERTY.		





OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	NOTES		
Lodging/Hotel	8	\$ 100.00	2 persons @ 4 nights each	8	800.00
Meals	9	\$ 56.00			336 00
Meals - Travel Days	4	\$ 42.00			168.00
Mileage	370	\$ 0.56	Laredo = 370 RT		207.20
Rental Car (Includes taxes&fees Ins costs will not be	2	\$ 55.00			275 00
U-Haul/Utility Van Rental	0	\$ 89.00			
ATV (All Terrain Vehicles)	0			S	
Fuel for Rental Vehicle	-				120 00
Airfare: In State - Short notice (coach)	0				٠
Airfare: In State - 2 wks notice (coach)	0			en.	
Parking	0			er.	ŀ
Toll Charges	0			us	١.
Taxi/Cab Fare	0	\$ 30.00		S	١.
Standard Postage	0	\$ 0.49		S.	
Overnight Mail - letter size	2				50.00
Overnight Mail - oversized box	0				,
Courier Services	0	\$ 40.00		u	٠
Photocopies B/W (8 1/2"X11")	0	\$ 0.10		S	ŀ
Photocopies B/W (11" X 17")	0	\$ 0.20		S	,
Photocopies Color (8 1/2"X11")	1440	\$ 0.75			1.080.00
Photocopies Color (11" X 17")	48	\$ 1.25			00 09
Digital Ortho Plotting	0	\$ 0.60			
CADD Plotting	0	\$ 1.50		s	١.
on P	0			5	•
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	0	\$ 0.75		မာ	,
Mylar (11" X 17")	0	\$ 1.50		S	١,
Mylar Plots	0	\$ 1.25		es.	,
Outside Printing - Reports	0	\$ 200.00		S	١.
Report Binding	12	\$ 5.00		ı	00.09
Notebooks	0	\$ 5.50			
Reproduction of CD/DVD	2	\$ 4.00		s	8.00
SURTOTAL DIRECT EXPENSES					



JMMARY		
TOTAL LABOR COST	\$26,	\$26,618.06
NON-SALARY (OTHER DIRECT EXPENSES)	\$	3,164.20
PHASE 1 TOTAL	\$	29,782.26



3-H CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK AUTHORIZATION NO. 13 TO WORK AUTHORIZATION NO. 17 WITH HNTB FOR THE SPI  $2^{\rm ND}$  ACCESS PROJECT



### MEMORANDUM

TO: CCRMA Board of Directors

FROM: Pete Sepulveda, Jr., Executive Director

DATE: March 11, 2014

SUBJ: SPI 2<sup>nd</sup> Access – Item 3-H

The Consultant and Sub Consultant under this Supplemental Work Authorization No. 13 to Work Authorization No. 17 for the SPI 2<sup>nd</sup> Access Project will provide services associated with the updating of the Economic Analysis that was prepared on December 2009.

The scope and fee (number of hours by task and subtask for GEC and Sub Consultants) have been reviewed by CCRMA Staff, Staff at the TxDOT District office as well as TxDOT Austin Staff. This updated study will allow us to incorporate the changes in the study from 2009 to 2014 into our Traffic and Revenue Studies that TxDOT is performing for us. The data from the updated study will be key to the Traffic and Revenue Studies.

Staff recommends approval of the scope and fee.

If you have any questions, let me know.

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

General Engineering Consultant Services

SUPPLEMENTAL WORK AUTHORIZATION NO. 13
TO WORK AUTHORIZATION NO. 17
SOUTH PADRE ISLAND 2<sup>ND</sup> ACCESS
PHASE 3B – ENVIRONMENTAL PROCESS COMPLETION

This Supplemental Work Authorization No. 13 to Work Authorization No. 17 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

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

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

Part 2. The Lump Sum amount payable for services performed under this Supplement No. 13 to Work Authorization No. 17 increases the total Lump Sum amount payable by \$244,621.00 from \$8,582,779.00 to \$8,827,400.00. A fee schedule used to establish the supplemental amount payable is attached hereto as Exhibit D. The CONSULTANT may after the compensation distribution between individual phases, tasks or work assignments to be consistent with the services actually rendered, within the total lump sum amount.

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

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

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

Part 4. This Supplemental Work Authorization No. 13 to Work Authorization No. 17 shall become effective March 13, 2014 and makes no changes to the termination date of December 31, 2015.

**Part 5.** Except as amended herein, this Supplemental Work Authorization No. 13 to Work Authorization No. 17 does not waive the parties' responsibilities and obligations provided under the Agreement.

CONSULTANT HNTB Corporation	AUTHORITY: Cameron County Regional Mobility Authority
By: All A-Rif Signature	By: Naud E. Alles Signature
Richard L. Ridings, P.E Printed Name	David E Allex Printed Name
Vice President Title 3 //3/14	Chairman Title
Date	Date

### LIST OF EXHIBITS

Exhibit B - Services to be Provided by the CONSULTANT

Exhibit C- Schedule

Exhibit D - Fee Schedule