

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BE IT REMEMBERED on the 3rd day of May 2011, there was conducted a Special Meeting of the Cameron County Regional Mobility Authority, at the Joe G. Rivera and Aurora de la Garza County Annex, thereof, in San Benito, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

11:30 A.M.

PRESENT:

DAVID E. ALLEX
CHAIRPERSON

MICHAEL SCAIEF
DIRECTOR

DAVID N. GARZA
DIRECTOR

DIRECTOR

DIRECTOR

JOHN WOOD
DIRECTOR

MARK ESPARZA
DIRECTOR

Secretary

YOLANDA VILLALOBOS
ABSENT

RUBEN GALLEGOS, JR.
ABSENT

ABSENT

=====

The meeting was called to order by Chairman David E. Allex at 11:31 A.M. At this time, the Board considered the following matters as posted and filed for Record in the Office of the County Clerk on this April 29, 2011, at 9:58 A.M.

AGENDA

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

Joe G Rivera
County Clerk
By
Hassie Pena, Deputy
Cameron County

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

Tuesday, May 3, 2011

11:30 AM

I. Public Comments

CONSENT ITEMS:

All Items under the Consent Agenda are heard collectively unless opposition is presented, in which case the contested item will be considered, discussed and appropriate action taken separately.

II. Consideration and Approval of the Minutes for April 11, 2011 Special Meeting

III. Consideration and Approval of the Financials for the Month of March 2011

IV. Consideration and Approval of a Resolution in the matter of acquiring land in fee simple title for Parcel 9, for the West Rail Relocation Project and for the construction of an International Rail Bridge

V. Consideration and Approval of a Proclamation commemorating the 75 year anniversary of the Brownsville Navigation District

ACTION ITEMS:

VI. Discussion and Possible Action regarding the Development of a Bi-National Plan between Cameron County, the Cameron County Regional Mobility Authority, and the Republic of Mexico for the Future Flor de Mayo Bridge Area

VII. Consideration and Approval to award bid for Electrical Services Provider for the SH 550 Toll Project

VIII. Consideration and Approval to Authorize the Cameron County Regional Mobility Authority Coordinator to obtain three quotes for Electrical Services Provider for the SH 550 Toll Project

IX. Discussion and Possible Action regarding toll implementation date on SH 550

- X. Consideration and Approval of a Resolution Approving an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the SH 550 Toll Project
- XI. Consideration and Approval of a Resolution Approving the Cameron County Regional Mobility Authority Amended Toll Policies
- XII. Consideration and Approval of Change Order No. 1 for the Port Access Road Project
- XIII. Consideration and Approval of Change Order No. 3 for the Port Access Road Project
- XIV. Consideration and Approval of Awarding Bid for Bank Depository Services
- XV. Consideration and Approval of Change Order No. 5 for the SH 550 Project

EXECUTIVE SESSION ITEMS:

- XVI. Executive Session
 - A. Deliberation regarding real property concerning Acquisition of Parcel 9, for the West Rail Project, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072
- XVII. Action Relative to Executive Session
 - A. Possible Action
- XVIII. Adjournment

Signed this 29th day of April 2011



David E. Allex
Chairman

PUBLIC COMMENTS

I. PUBLIC COMMENTS

None were presented.

CONSENT ITEMS

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

Director Scaief moved to approve Items II to V listed below as presented. The motion was seconded by Director Wood and carried unanimously.

II. Consideration and Approval of the Minutes for April 11, 2011 Special Meeting

III. Consideration and Approval of the Financials for the Month of March 2011

The Report is as follows:

IV. Consideration and Approval of a Resolution in the matter of acquiring land in fee simple title for Parcel 9, for the West Rail Relocation Project and for the construction an International Rail Bridge

The Resolution is as follows:

V. Consideration and Approval of a Proclamation commemorating the 75 year anniversary of the Brownsville Navigation District

The Proclamation is as follows:

ACTION ITEMS

VI. Discussion and Possible Action regarding the Development of a Bi-National Plan between Cameron County, Cameron County Regional Mobility Authority, and the Republic of Mexico for the Future Flor de Mayo Bridge Area

Mr. Pete Sepulveda, Jr., RMA Coordinator, made a presentation to the Board and explained using a map that Mexico at the local level through the City of Matamoros, the State of Tamaulipas and the Secretaria de Comunicaciones Y Transportes (SCT) were in the process of developing a plan that encompassed the area from the Free Trade Bridge at Los Indios to the Port of Brownsville with specific emphasis on the Future Flor de Mayo Bridge. Mr. Sepulveda mentioned that additionally SEDESOL, which is the equivalent of the General Services Administration, was part of the planning group in Mexico along with FONADIN (Infrastructure Bank). Mr. Sepulveda mentioned that in the U.S. we would need to partner with the County and get a traffic and revenue Consultant to do an origin and destination study for the entire Cameron County area (including all international bridges). Mr. Sepulveda mentioned that the future Flor de Mayo Bridge would only carry passenger vehicle traffic and not commercial traffic, simplifying the process of obtaining a Presidential Permit. Mr. Mario Jorge, P,E, with the Texas Department of Transportation (TxDOT) mentioned that TxDOT is coordinating two different studies at the border that would complement what the Cameron County Regional Mobility Authority was considering doing. Mr. Sepulveda recommended that a scope and fee from the Cameron County Regional Mobility Authority's Mexico Coordinator (Arturo de las Fuentes) be obtained to coordinate the bi-national plan with Mexico. Mr. Sepulveda mentioned that the plan and coordination would include the discussion of the Port of Brownsville future bridge. Director Wood commented that this is something that we needed to proceed with and the importance of proper planning.

Director Garza made a motion to proceed with the Development of a Bi-National Plan between Cameron County, Cameron County Regional Mobility Authority, and the Republic of Mexico for the Future Flor de Mayo Bridge Area. The motion was seconded by Director Wood and carried unanimously.

The Bid is as follows:

VII. Consideration and Approval to award bid for Electrical Services for the SH 550 Toll Project

Mr. Pete Sepulveda, Jr., RMA Coordinator introduced the item and advised the Board that a bid for Electrical Services Provider had been done and one bid was received. The bid received is lower than what was previously presented to the Board. The contract would be for a one year period. Mr. Sepulveda mentioned that three references were checked on the company and all references were positive.

Director Scaief made a motion to award bid for Electrical Services for the SH 550 Toll Project to Straight Energy. The motion was seconded by Director Garza and carried unanimously.

VIII. Consideration and Approval to Authorize the Cameron County Regional Mobility Authority Coordinator to obtain three quotes for Electrical Services Provider for the SH 550 Toll Project

Upon motion by Director Garza, seconded by Director Scaief and carried unanimously, this item was **TABLED.**

IX. Discussion and Possible Action regarding toll implementation date on SH 550

Director Scaief made a motion to acknowledge beginning toll implementation on May 10, 2011 on SH 550. The motion was seconded by Director Wood and carried unanimously.

X. Consideration and Approval of a Resolution Approving an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the SH 550 Toll Project

Mr. Richard Ridings, HNTB, introduced the item and the need for the agreement with the Texas Turnpike Authority (TTA). Mr. Dan Baker, HNTB, introduced Mr. Darby Swank with Caseta, Ms. Erica Ramirez with the TTA, and Mr. Jason Schmer with Municipal Services Bureau (MSB). Mr. Ridings went over the agreement and the events that were being planned as part of this agreement. A discussion ensued between the Board and the GEC and Staff. Director Wood suggested that we contact the editorial boards of the Brownsville Herald and the Valley Morning Star to interview before them. The Board agreed to move forward with the suggestion. A discussion ensued as to what could be done to promote the event at the Port of Brownsville. Mr. Campirano, Port Director, offered to assist with information that is available at the Port. The Board discussed the need to send out direct mail outs to the customers that are using the toll road today. Mr. Ridings mentioned that there are 6,000 customers using the toll road today, however, there are less than 10 percent with toll tags. The goal with marketing efforts is to increase the number of toll tags and the goal is to have a daily count of 3,990 cars and 210 trucks by the end of the first year of operation. The Board reiterated the fact that the direct mail outs and the meeting with the editorial board of the Brownsville Herald and the Valley Morning Star needed to happen as soon as possible. Mr. Ridings discussed the upcoming events at the Port of Brownsville in the coming days.

Director Wood made a motion to approve a Resolution approving an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the SH 550 Toll Project. The motion was seconded by Director Garza and carried unanimously.

The Resolution is as follows:

XI. Consideration and Approval of a Resolution Approving the Cameron County Regional Mobility Authority Amended Toll Policies

Mr. Richard Ridings, HNTB, introduced the item and explained to the Board the need to amend the Toll Policies to incorporate the pay by mail procedures. A discussion ensued between the Board, the GEC and Staff. On section four, the discount was changed to 25%. A statement was made on why the exemption of the City of Brownsville's BUS System, which is to comply with the Transportation Code in dealing with multi-modal mode of transportation.

Director Garza made a motion to approve the Resolution approving the Cameron County Regional Mobility Authority Amended Toll Policies as presented. The motion was seconded by Director Esparza and carried unanimously.

The Resolution is as follows:

XII. Consideration and Approval of Change Order No. 1 for the Port Access Road Project

Mr. Richard Ridings, HNTB, introduced the item and the reason and justification for the change order.

Director Scaief made a motion to approve Change Order No. 1 for the Port Access Road Project. The motion was seconded by Director Wood and carried unanimously.

The Change Order is as follows:

XIII. Consideration and Approval of Change Order No. 3 for the Port Access Road Project

Mr. Richard Ridings, HNTB, introduced the item and the reason and justification for the change order.

Director Esparza made a motion to approve Change Order No. 3 for the Port Access Road Project. The motion was seconded by Director Garza and carried unanimously.

The Change Order is as follows:

XIV. Consideration and Approval of Awarding Bid for Bank Depository Services

Mr. Pete Sepulveda, Jr., RMA Coordinator, advised the Board that two bids were received one from International Bank of Commerce and one from BBVA Compass Bank. Both bids met all the specifications outlined in the bid package. Mr. Sepulveda recommended to the Board that the bid be awarded to International Bank of Commerce for a two year contract and that staff be authorized to negotiate a contract.

Director Scaief made a motion to award the Bid for Bank Depository Services to International Bank of Commerce and that Staff be authorized to negotiate a two year contract. The motion was seconded by Director Garza and carried as follows:

AYE: Chairman Alex, Director Scaief, Director Garza, and Director Wood

NAY: None

ABSTAINED: Director Esparza

XV. Consideration and Approval of Change Order No. 5 for the SH 550 Project

Mr. Richard Ridings, HNTB, introduced the item and the reason and justification for the change order.

Director Garza made a motion to approve Change Order No. 5 for the SH 550 Project. The motion was seconded by Director Scaief and carried unanimously.

The Change Order is as follows:

EXECUTIVE SESSION

Director Esparza moved to go into Executive Session, the motion was seconded by Director Wood and carried unanimously, the Board met in Executive Session at 12:00 Noon to discuss the following matter:

XVI. Executive Session:

- A. Deliberation regarding real property concerning Acquisition of Parcel 9, for the West Rail Project, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072**

Upon motion by Director Garza seconded by Director Wood and carried unanimously, the Board reconvened into Regular Session at 12:13 P.M.

XVII. ACTION RELATIVE TO EXECUTIVE SESSION:

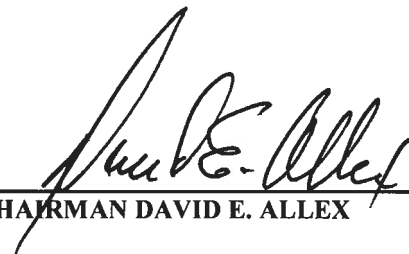
- A. Deliberation regarding real property concerning Acquisition of Parcel 9, for the West Rail Project, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072**

Director Garza made a motion to acknowledge the report of Staff. The motion was seconded by Director Wood and carried unanimously.

XVIII. ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Wood seconded by Director Esparza and carried unanimously the meeting was **ADJOURNED** at 12:47 P.M.

APPROVED this 11th day of May, 2011.


CHAIRMAN DAVID E. ALLEX

ATTESTED:


SECRETARY RUBEN GALLEGOS, JR.

**III. CONSIDERATION AND APPROVAL OF FINANCIALS FOR
THE MONTH OF MARCH 2011**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**Statement of Net Assets****March 31, 2011****(UNAUDITED)**

Assets:	2011
Current assets:	
Cash and cash equivalents	\$ 32,433
Accounts Receivable	-
Prepaid expenses	-
Due from other agencies	5,798,918
Due from other funds	-
Total current assets	5,831,351
Capital Assets: CWIP	
Prep Public Inv. Plan	-
SPI 2nd. Causeway	1,805,194
West Loop	2,065,702
East Loop	-
SH 550 Re -Evaluation	643,032
SPI 2nd. Access, Eng., Env.	2,715,011
Total construction work in progress	7,228,939
Other assets	12,945,570
Total assets	\$ 26,005,860
Liabilities:	
Current liabilities:	
Accounts payable	\$ 310
Due to other Entities	509,946
Due to other Funds	4,337,711.00
Due to TxDot	19,541,992
Total current liabilities	24,389,959
Total liabilities	24,389,959
Net assets:	
Contributed Capital	-
Aid from Other Govt./TxDot	-
Net Assets	1,615,901
Total net assets	1,615,901
Total liabilities and net assets	\$ 26,005,860

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
AS OF 03/31/2011

Statements of Revenues & Expenditures
(UNAUDITED)

	<u>2011</u>	
<u>OPERATING REVENUES</u>		
RMA Fees	\$ 532,760	
State Revenue - TX Dot	-	
Interlocal Revenue	-	
Interest Income	<u>2,498</u>	
TOTAL OPERATING REVENUES		\$ 535,258
<u>OPERATING EXPENSES</u>		
Office Supplies	4,791	
Small Tools and Equipment	-	
Audit and Accounting	-	
Engineering	-	
Professional Services	73,469	
Travel	25,885	
Advertising	3,652	
Printing & Binding	-	
Bonds	919	
Education & Training	-	
Aid to other Governments	2,500	
Dues and Memberships	7,500	
Contractual	167,069	
New Equipment	2,714	
Debt Retirement	66,667	
Debt Interest	<u>643,384</u>	
TOTAL OPERATING EXPENSES		998,550
<u>DEVELOPMENT PROGRAMS</u>		
Strategic Plan Development	-	
Public Involvement & Outreach	-	
West Rail Relocation	92,678	
North Rail Relocation	-	
East Loop Project	-	
RFI-Comp Dev Agree	-	
PDA Coordination & Negotiation Support	250,843	
Olmito Yard PS & E	<u>-</u>	
TOTAL NON CWIP EXPENDITURES		<u>343,521</u>
CHANGE IN NET ASSETS		(806,813)
TOTAL NET ASSETS - Beginning of Year		<u>2,422,714</u>
TOTAL NET ASSETS - End of Year		<u><u>\$ 1,615,901</u></u>

PROJECT FUNDS/BOND SERIES 2010A AND SERIES 2010B

Statement of Net Assets

March 31, 2011

(UNAUDITED)

Assets:	<u>2011</u>
Current assets:	
Cash and cash equivalents	\$ 9,997,272
Accounts Receivable	-
Due from other funds	<u>4,337,711</u>
Total current assets	<u>14,334,983</u>
Restricted assets	
Debt reserve/Series 2010A	1,038,587
Debt reserve/Series 2010B	<u>1,218,154</u>
Total restricted assets	<u>2,256,741</u>
Capital Assets: CWIP	
Bond Series 2010A	5,307,824
Bond Series 2010B	<u>6,203,398</u>
Total capital assets: CWIP	<u>11,511,222</u>
Total Assets	<u><u>\$28,102,946</u></u>
Liabilities:	
Current liabilities:	
Accounts payable	\$ -
Due to other funds	-
Total current liabilities	<u>-</u>
Long-term Liabilities	
Bonds Payable/Series 2010A	13,245,000
Less: Unamortized discount and issue cost	(285,962)
Unamortized premium	88,673
Bonds Payable/Series 2010B	15,535,000
Less: Unamortized discount and issue cost	<u>(284,520)</u>
Total long-term liabilities	<u>28,298,191</u>
Total Liabilities	<u><u>28,298,191</u></u>
Net assets:	
Contributed Capital	-
Aid from Other Govt./TX Dot	-
Net Assets	<u>(195,245)</u>
Total net assets	<u><u>(195,245)</u></u>
Total liabilities and net assets	<u><u>\$28,102,946</u></u>

PROJECT FUNDS/BOND SERIES 2010A AND SERIES 2010B

AS OF 03/31/2011

Statements of Revenues & Expenditures

	<u>2011</u>	
<u>OPERATING REVENUES</u>		
State Revenue - TX Dot	\$ -	
Interlocal Revenue	-	
Interest Income	<u>6,574</u>	
TOTAL OPERATING REVENUES		\$ 6,574
<u>OPERATING EXPENSES</u>		
Office Supplies	-	
Small Tools and Equipment	-	
Audit and Accounting	-	
Engineering	-	
Professional Services	124,413	
Travel	-	
Advertising	-	
Printing & Binding	-	
Bonds	-	
Education & Training	-	
Aid to other Governments	-	
Contractual	82,359	
Debt Interest	<u>-</u>	
TOTAL OPERATING EXPENSES		206,772
<u>DEVELOPMENT PROGRAMS</u>		
Strategic Plan Development	-	
Public Involvement & Outreach	-	
RFI-Comp Dev Agree	-	
PDA Coordination & Negotiation Support	-	
TOTAL NON CWIP EXPENDITURES		<u>-</u>
CHANGE IN NET ASSETS		(200,198)
TOTAL NET ASSETS - Beginning of Year		<u>4,953</u>
TOTAL NET ASSETS - End of Year		<u><u>\$ (195,245)</u></u>

**IV. CONSIDERATION AND APPROVAL OF A RESOLUTION
IN THE MATTER OF ACQUIRING LAND IN FEE SIMPLE
TITLE FOR PARCEL 9, FOR THE WEST RAIL
RELOCATION PROJECT AND FOR THE CONSTRUCTION
OF AN INTERNATIONAL BRIDGE**

**RESOLUTION IN THE MATTER OF ACQUIRING
LAND IN FEE SIMPLE TITLE FOR THE WEST RAIL RELOCATION PROJECT AND
FOR THE CONSTRUCTION OF AN INTERNATIONAL RAIL BRIDGE**

BE IT REMEMBERED, that on the 2nd day of May, 2011, there came to be heard and considered by the Cameron County Regional Mobility Authority the matter of acquiring fee simple title for the relocation of the West Rail and for the construction of the West Rail International Bridge in Cameron County, Texas, and the Board having heard and considered the same finds as facts:

I

THAT the Cameron County Regional Mobility Authority (CCRMA) needs fee simple title for purposes specified out of: **Parcel No. 9.**

II

THAT the CCRMA has been unable to procure such fee simple title over said tract of land for the reason that the owners of said land have failed to agree with the CCRMA for the purchase and it has become necessary to condemn such fee simple title in the manner prescribed by law for taking and appropriation of private property necessary for public use.

III

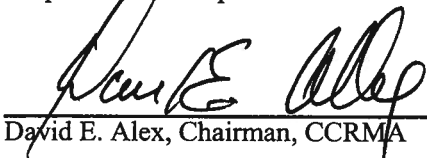
THAT it will be necessary for the CCRMA to acquire such parcel in fee simple title for Cameron County.

IV

THAT the land necessary to be condemned is more particularly described as follows:

SEE ATTACHED FIELD NOTES

Upon motion by RMA Director Scaief seconded by Director Wood and unanimously carried, **IT IS THEREFORE ORDERED** by the Board of the Cameron County Regional Mobility Authority that the Cameron County Regional Mobility Authority is authorized to condemn such fee simple title for the public uses above stated.



David E. Alex, Chairman, CCRMA

Parcel No. 9

Owner(s): R.E.C.L. Limited Partnership

Exhibit A

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

PARCEL NO. 9
PROPERTY DESCRIPTION

Being a 4.793 acre parcel of land situated in the Jose Salvador de la Garza Survey, Abstract Number 2, Espiritu Santo Grant, Cameron County, Texas, and being out of and a part of a called 516.04 acre tract conveyed to R.E.C.L. Limited Partnership from Kincannon Farms, a Texas General Partnership, by deed dated February 20, 2003 as recorded in Volume 8776 at Page 288 of the Official Records of Cameron County (O.R.C.C.), Texas; said 4.793 acre parcel of land being more particularly described by metes and bounds as follows; All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 0.99996;

COMMENCING at a 1/2 inch iron rod in concrete found for an angle corner in the east line of said 516.04 acre tract, and in the north line of Block 4 of Olmito Gardens Tract No. 3 Subdivision as shown on the plat thereof, recorded in Volume 8 at Page 17 of the Map Records of Cameron County, Texas;

THENCE North 83 deg. 34 min. 09 sec. West, with the north line of said Block 4, a distance of 7.67 feet to a 5/8 inch iron rod with RODS Surveying cap set for an angle corner in the east line of said 516.04 acre tract, and for the northwest corner of said Block 4;

THENCE South 06 deg. 45 min. 51 sec. West, with the west line of said Block 4, and with the east line of said 516.04 acre tract, a distance of 534.02 feet to a 5/8 inch iron rod with RODS Surveying cap set in the proposed northerly right of way line of West Rail Bypass (100' R.O.W.), for the northeast corner and POINT OF BEGINNING of this parcel, having a State Plane Coordinate surface value of X = 1,299,002.17 and Y = 16,523,641.38 and being located 49.49 feet left of and at a right angle to the proposed West Rail baseline station 407+95.02;

1. THENCE South 06 deg. 45 min. 51 sec. West, with the west line of said Block 4, and with the east line of said 516.04 acre tract, a distance of 100.49 feet to a 5/8 inch iron rod with RODS Surveying cap set in the proposed southerly right of way line of said West Rail Bypass, on the arc of a curve to the right and for the southeast corner of the herein described parcel;

Exhibit A

2. THENCE in a northeasterly direction, along said southerly right-of-way line of said proposed West Rail Bypass and with the arc of said curve to the right, having a central angle of 44 deg. 47 min. 05 sec., a radius 1,975.00 feet, an arc length of 1,543.74 feet, a chord bearing of North 66 deg. 21 min. 45 sec. West, and a chord distance of 1,504.74 feet to a 5/8 inch iron rod with RODS Surveying cap set for a point of tangency of said curve and for a corner of the herein described parcel;
3. THENCE North 43 deg. 58 min. 13 sec. West, with the proposed southerly right-of-way line of said West Rail Bypass, a distance of 577.16 feet to the westerly line of said 516.04 acre tract, the easterly line of a called 568.836 acre tract conveyed to Mear Development, Ltd. from Milton E. Wentz, et al, by deed dated January 12, 2004 and recorded in Volume 9773 at Page 310 O.R.C.C., being in the east line of a 75 foot wide storm water transportation and drainage ditch right of way described as Parcel 5 in deed to Cameron County Drainage District, dated December 15, 1998, recorded in Volume 5308, Page 155 of the O.R.C.C. and the common west line of a 75 foot wide storm water transportation and drainage ditch right of way described as Parcel 2 by deed to Cameron County Drainage District, dated December 15, 1998, recorded in Volume 5308, Page 143 O.R.C.C., for the most westerly corner of the herein described parcel;
4. THENCE North 44 deg. 50 min. 52 sec. East, with the common line of said drainage ditch right of ways, the easterly line of said 568.836 acre tract and the westerly line of said 516.04 acre tract, a distance of 100.02 feet to the proposed northerly line of right-of-way line of said West Rail Bypass, for northwest corner of the herein described parcel;
5. THENCE South 43 deg. 58 min. 13 sec. East, with the proposed northerly right-of-way line of said West Rail Bypass, a distance of 579.22 feet to a 5/8 inch iron rod with RODS Surveying cap set for the point of curvature of a curve to the left and for a corner of the herein described parcel;
6. THENCE in a southeasterly direction, along the proposed northerly right-of-way line of said West Rail Bypass and with the arc of said curve to the left, having a central angle of 45 deg. 04 min. 48 sec., a radius 1,875.00 feet, an arc length of 1,475.24 feet, a chord bearing of South 66 deg. 30 min. 37 sec. East, and a chord distance of 1,437.48 feet to the POINT OF BEGINNING and containing within said boundaries 4.793 acres of land.

SURVEYED: October through December, 2004.

NOTES:

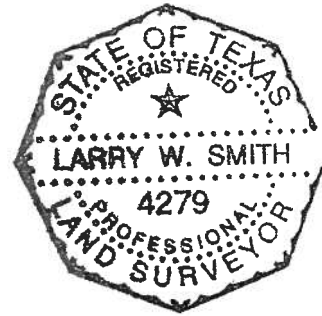
1. A parcel plat of even date was prepared in conjunction with this property description.

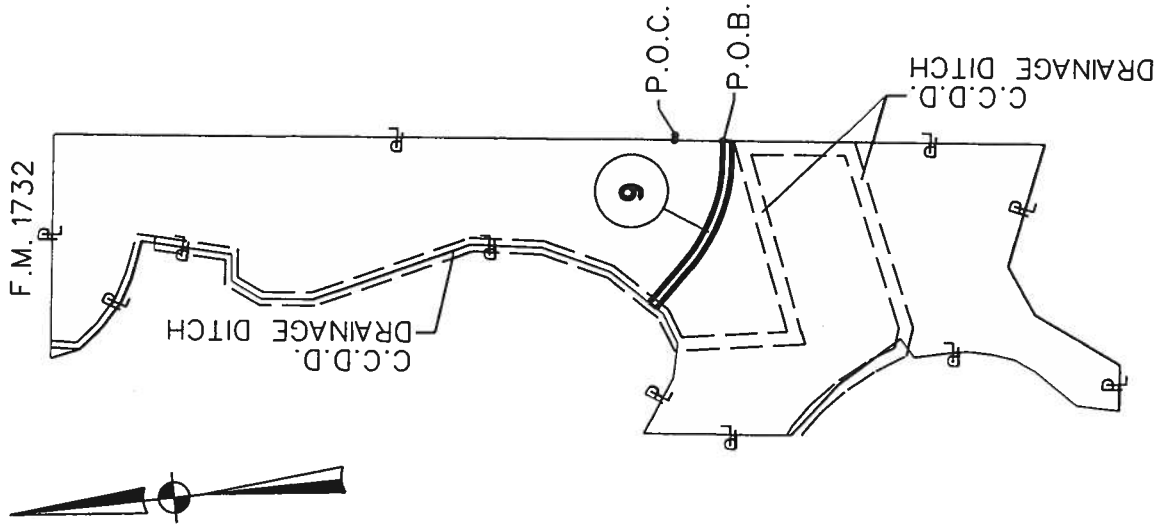
Exhibit A

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

 12/2/05

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





Notes:

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

PARENT TRACT INSET
PARCEL NO. 9
N.T.S.



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

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

EXISTING	TAKING	REMAINING
516.04 AC.	4.793 AC.	261.089 AC. LT
(Calculated)	208,769 Sq. Ft.	250,158 AC. LT

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 9

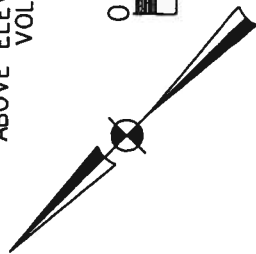
WEST RAIL BYPASS CAMERON COUNTY
RODS SURVEYING, INC. APRIL, 2005
CCSJ: RCS:I:

JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT

SURVEY A-2

PARCEL 5

CAMERON COUNTY DRAINAGE DISTRICT
STORM WATER TRANSPORTATION
& DRAINAGE DITCH RIGHT OF WAY
ABOVE ELEVATION 28.6 MSL (1929 DATUM)
VOL. 5308, PG. 155 O.R.C.C.
DECEMBER 15, 1998



PARCEL 2

CAMERON COUNTY DRAINAGE DISTRICT
STORM WATER TRANSPORTATION
& DRAINAGE DITCH RIGHT OF WAY
ABOVE ELEVATION 28.6 MSL (1929 DATUM)
VOL. 5308, PG. 143 O.R.C.C.
DECEMBER 15, 1998

GRANTEE: R.E.C.L. LIMITED PARTNERSHIP
GRANTOR: KINCANNON FARMS, A TEXAS
GENERAL PARTNERSHIP
CALLED 516.04 ACRES
VOL. 8776, PG. 288 O.R.C.C.
FEBRUARY 20, 2003

CAMERON COUNTY DRAINAGE DISTRICT
DRAINAGE DITCH

S 43° 58'13" E

N 44° 50'52" E

S 43° 58'13" E

385+00

(100' R.O.W.)

N 43° 58'13" W

PROPOSED WEST RAIL BYPASS

WEST RAIL PROPOSED BASELINE

9 4.793 ACRES

390+00

N 43° 58'13" W

PROPOSED R.O.W.

STA. 387+03.42

50.00' RT.

577.16'

GRANTEE: MCAR DEVELOPMENT, LTD.
GRANTOR: MILTON E. WENTZ, ET AL
REMAINDER OF CALLED 568.836 ACRES
VOL. 9773, PG. 310 O.R.C.C.
JANUARY 12, 2004

GRANTEE: R.E.C.L. LIMITED PARTNERSHIP
GRANTOR: KINCANNON FARMS, A TEXAS
GENERAL PARTNERSHIP
CALLED 516.04 ACRES
VOL. 8776, PG. 288 O.R.C.C.
FEBRUARY 20, 2003

STA. 387+01.36

150.00' LT.

PROPOSED R.O.W.

S 43° 58'13" E

579.22'

MATCH LINE STA. 391+00

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

(CHORD DEFINITION)
 BASELINE SPIRAL CURVE DATA
 P.I. STA. = 402+24.02
 X = 1,298.343.68
 Y = 16,523,542.59
 Δ = 53° 32' 22" LT.
 R = 1,910.08'
 CHB = S 70° 44' 24" E
 CHL = 1,493.90'
 Ls = 250.00'

GRANTEE: R.E.C.L. LIMITED
 GRANTOR: KINCANNON FARMS
 CALLED 516.04 ACRES
 VOL. 8776, PG. 288 O.R.C.C.
 FEBRUARY 20, 2003

C-2
 CURVE DATA
 R = 1,875.00'
 Δ = 45° 04' 48"
 L = 1,475.24'
 CHB = S 66° 30' 37" E
 CHL = 1,437.48'

S 43° 58' 13" E
 579.22'

TS STA. 391+62.44
 Set

Set
 STA. 392+81.32
 49.42' LT.

C2

PROPOSED R.O.W.

WEST RAIL PROPOSED BASELINE

SC STA. 394+12.44
 Set

395+00

PROPOSED WEST RAIL BYPASS (100' R.O.W.)

C1

Set
 STA. 392+79.85
 50.57' RT.

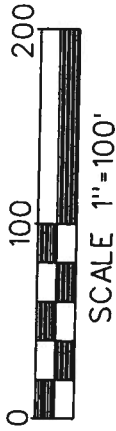
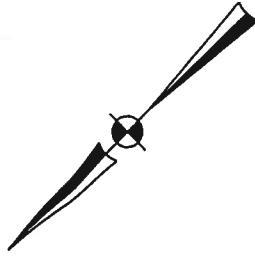
N 43° 58' 13" W
 577.16'

GRANTEE: R.E.C.L. LIMITED
 GRANTOR: KINCANNON FARMS
 CALLED 516.04 ACRES
 VOL. 8776, PG. 288 O.R.C.C.
 FEBRUARY 20, 2003

C-1
 CURVE DATA
 R = 1,975.00'
 Δ = 44° 47' 05"
 L = 1,543.74'
 CHB = N 66° 21' 45" W
 CHL = 1,504.74'

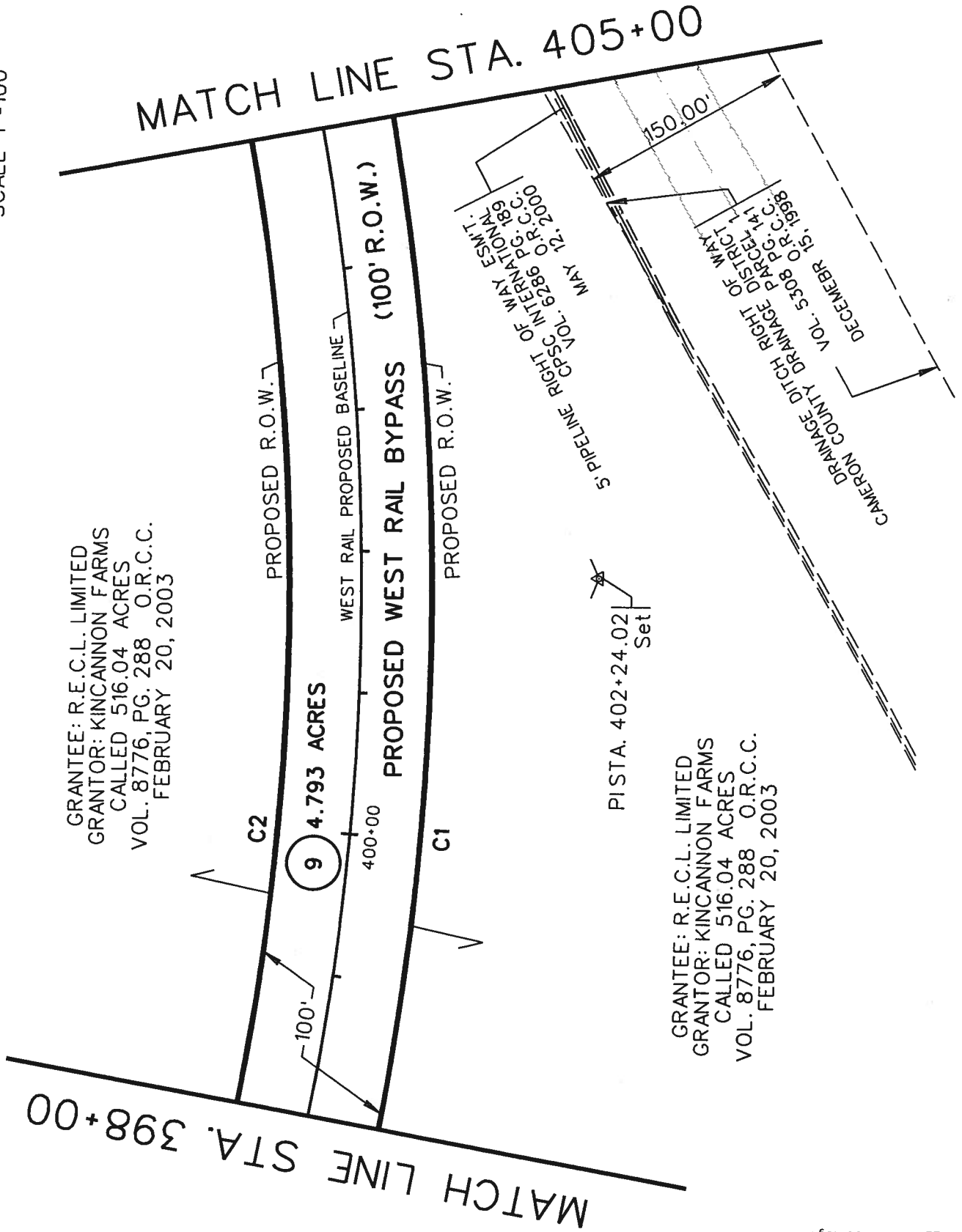
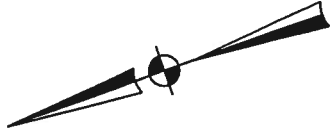
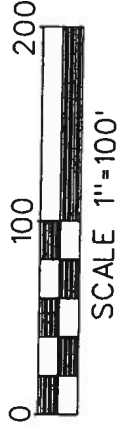
MATCH LINE STA. 391+00

MATCH LINE STA. 398+00



JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT

SURVEY A-2



JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT

SURVEY

A-2

N 83° 34' 09" W
7.67'
P.O.C. PARCEL 9
Fnd. 1/2" I.R.
in Concrete

(N.W. COR.- BLOCK 4)

OLMITO GARDENS, TRACT NO. 3
VOL. 8, PG. 17, M.R.C.C.
APRIL 28, 1928
BLOCK 4

GRANTEE: R.E.C.L. LIMITED
GRANTOR: KINCANNON FARMS
CALLED 516.04 ACRES
VOL. 8776, PG. 288 O.R.C.C.
FEBRUARY 20, 2003

GRANTEE: JOHN MAYERS & FAUSTINO GARZA
GRANTOR: JOSEPH W. HENRY
CALLED 14.24 AC.
VOL. 6135, PG. 246 O.R.C.C.
FEBRUARY 23, 2000

P.O.B. PARCEL 9
Set
WR STA. 407+95.02
49.49' LT.
X-1,299,002.17
Y-16,523,641.38

9 S 06° 45' 51" W
4.793 ACRES 100.49'

Set
WR STA. 407+84.85
50.49' RT.

MATCH LINE STA. 405+00

PROPOSED WEST RAIL BYPASS
WEST RAIL PROPOSED BASELINE

410+00

CS-WR
STA. 409+47.13

PROPOSED R.O.W.

R.O.W.

PROPOSED ROADWAY (R.O.W. VARIES)
N 82° 30' 29" E 1,054.01'

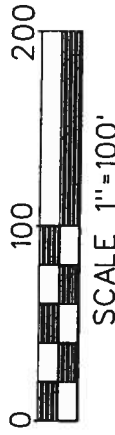
PROPOSED ROAD (R.O.W. VARIES)
PC STA. 36+74.60

PISTA. 37+29.81
35+00

S 80° 17' 49" W 715.88'
PROPOSED ROADWAY R.O.W.

PROPOSED ROAD BASELINE

31+00



**V. CONSIDERATION AND APPROVAL OF A
PROCLAMATION COMMEMORATING THE 75 YEAR
ANNIVERSARY OF THE BROWNSVILLE NAVIGATION
DISTRICT**

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

PROCLAMATION

BE IT RESOLVED THAT ON THE 3RD DAY OF MAY, 2011, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN SPECIAL SESSION, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS PLACED ON THE AGENDA OF SAID BODY FOR SUCH MEETING, TO BE CONSIDERED:

**“CONSIDERATION AND APPROVAL OF A PROCLAMATION
COMMEMORATING THE 75 YEAR ANNIVERSARY OF
THE BROWNSVILLE NAVIGATION DISTRICT”**

WHEREAS, the Port of Brownsville opened its doors for business on May 1936 under the direction of F.W. Hofmokol, who went on to serve as the Port Director for 30 years; and

WHEREAS, the first ship to dock at the Port was the U.S.S. Dickerson (A Navy Destroyer) and the first ship to bring inbound cargo was the Commercial Quaker; and

WHEREAS, during the first three years of operation the Port handled over 250,000 tons of cargo where cotton, tropical fruit and lumber were just some of the commodities handled at the Port during the early years; and

WHEREAS, cotton eventually became in high demand and over the years carried the Port to be the number one cotton port in the United States, including 869,993 bales in 1956; and

WHEREAS, over the years other industries have flourished at the Port, one of which was the shrimping industry. During the 1950's and 1960's the Port became the destination for shrimping in the Gulf of Mexico; and

WHEREAS, the Port generates approximately 38,000 direct and indirect jobs on a local and state level; and

WHEREAS, recently, the Port of Brownsville was ranked the 3rd among the top 10 U.S. Ports for steel imports and exports and has become an industry leader for ship recycling with the only two Navy certified ship recyclers in the country located at the Port; and

WHEREAS, as the Port celeb rates its 75 year anniversary at a time when our nation's economy remains fragile, the Port continues to exhibit some of the resiliency, flexibility and spirit to remain competitive that was present during the early years.

NOW THEREFORE BE IT FURTHER PROCLAIMED, that the Cameron County Regional Mobility Authority Board of Directors recognizes and congratulates the Port of Brownsville on its 75 year anniversary and urges the Port to continue creating quality jobs, continue to attract more private and public investment, increase port capacity, protect the environment and promote common good through the strategic development of the Port of Brownsville.

Passed, Approved and Adopted on this 3rd day of May, 2011.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY



DAVID E. ALLEX
RMA CHAIRMAN



JOHN WOOD
RMA VICE-CHAIRMAN

absent

RUBEN GALLEGOS, JR.
RMA SECRETARY



MICHAEL SCAIEF
RMA TREASURER

absent

YOLANDA VILLALOBOS
RMA DIRECTOR



DAVID N. GARZA
RMA DIRECTOR



MARK ESPARZA
RMA DIRECTOR

**VII. CONSIDERATION AND APPROVAL TO AWARD BID FOR
ELECTRICAL SERVICES PROVIDER FOR THE SH 550
TOLL PROJECT**

April 29, 2011

Cameron County RMA

Pricing Proposal

ESI ID: 10032789429948148

12 month	36 month	60 month
0.06382/KWH	0.0656/KWH	0.0674/KWH

Note:

These prices may vary due to market conditions. Prices are valid till 5 PM today.

Chris Harwood

Straight Energy, LLC.

956-466-6131

Harwood@straightenergy.com

Cameron County Regional Mobility Authority
1100 E. Monroe St, S # 256
Brownsville, Texas 78520
(956) 982-5414

ADDENDUM # 1 - PAGE 1 of 1

Date out : 4/18/11

BID # 1

**ELECTRICITY SUPPLY PROVIDER AND ASSOCIATED SERVICES
(CAMERON COUNTY REGIONAL MIBILITY AUTHORITY FACILITIES)**

DEADLINE: APRIL 29, 2011

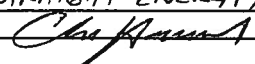
**(IN ORDER TO AVOID DISQUALIFICATION – ALL ADDENDUMS MUST BE SIGNED AND RETURNED BY DEADLINE
AND INCLUDED IN THE SEALED BID PACKAGE SUBMITTED)**

DELETE PAGE # 7 SELECTION PROCESS

At this point, Cameron County RMA may ask for additionally information to provide Cameron County RMA with a short list of qualified applicants for potential contract negotiations. Selection shall be made of one or more REP's deemed to be fully qualified and best suited among those submitting responses on the basis of the evaluation factors.

The next step will be to negotiate with one or more of the finalists including final price offers. The Authority will award and execute a contract with the selected REP in the final step of this process if it is deemed to be in the best interest of the Authority. If the Authority and the selected REP cannot agree on terms for a contract, the Authority shall enter into negotiations with one of the remaining REP's.

DELETE PAGE # 11 SELECTION CRITERIA

Company Name STRAIGHT ENERGY, LLC Phone # 956-466-6131
Vendor Signature  Date 4-29-2011

Must include and return with Application package

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

BID NUMBER: # 1

**BID TITLE: ELECTRICITY SUPPLY PROVIDER AND ASSOCIATED SERVICES
(CAMERON COUNTY REGIONAL MOBILITY AUTHORITY FACILITIES)**

DATE DUE: APRIL 29, 2011

DUE NO LATER THAN 5:00 P.M.

for opening at 5:01 P.M. at 1100 E. Monroe, Suite 256, Brownsville, Texas 78520 (Bidders are invited to attend).

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples. Prior to returning your sealed bid response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the Cameron County RMA web site at www.cameroncountyrma.org - Notices. Any addendums will be added under ADDENDUM Notice (updated Addendums). These Addendums must be signed and returned with your bid in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site.

Please return Bid in sealed envelope. Be sure that return envelope shows the Bid Number, Description and is marked "SEALED BID".

RETURN BID TO:
CCRMA Coordinator
1100 East Monroe, Suite 256, Brownsville, Texas 78520.

For additional information or to request addendum contact: Pete Sepulveda, Jr. at (956) 982-5414, E-mail: psepulveda@cameroncountyrma.org.

Any requests for additional information pertaining to these specifications should be directed in writing by fax or e-mail to Alejandro Garcia at fax number 956-983-5099 or e-mail ajgarcia@co.cameron.tx.us.

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: STRAIGHT ENERGY, LLC

Company Address: 1821 PALM BLVD.

City, State, Zip Code: BROWNSVILLE, TEXAS 78520

Taxpayer Identification Number (T.I.N.): 271440962

Cameron County Acct #'s : Real Estate _____ Personal Property _____

Historically Underutilized Business (State of Texas) Certification VID Number: _____

Telephone No. 956 466-6131 Fax No. 866-243-9599 e-mail harwood@straightenergyllc.com

Print Name: CHRIS HARWOOD Signature: Chris Harwood

Is Bidders principal place of Business within Cameron County? (Yes) - No

(Your signature attests to your offer to provide the goods and/or services in this Bid according to the published provision of this Bid. When an award letter is issued, it becomes a part of this contract. Contract is not valid until contract is awarded by Authority (when applicable - signed by Chairman) and Purchase Order is issued.

INSTRUCTIONS FOR SUBMITTING BID

These General Instructions apply to all offers made to Cameron County Regional Mobility Authority (herein after referred to as "Authority") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bids.

Cameron County Regional Mobility Authority is an Equal Employment Opportunity Employer.

Review this document in its entirety. Be sure your Bid is complete, and double check your Bid for accuracy.

GOVERNING FORMS: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the Authority's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the bidder as such, in the columns to the right on the "Minimum Specifications' Forms". The Authority's specifications may be exceeded and should be noted by the Vendor as such. Any **BID NOT MEETING** the Minimum Requirements specified will be rejected.

GOVERNING LAW: This invitation to Bid is governed by the competitive bidding requirements of the Authority Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County Regional Mobility Authority may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Authority Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this Bid, the Change(s) and addition(s) will be forwarded to all bidders involved (as quickly as possible) in the form of a written addendum only.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A,B, C, D, E and F and return all with your bid.

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form.

you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:

<http://www.co.cameron.tx.us/purchasing/Forms/conflictinterest.pdf>

DISCLOSURE OF INTERESTS:

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7th business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form.

you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:

<http://www.co.cameron.tx.us/purchasing/Forms/DisclosureofInterest.pdf>

BIDDER SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE BIDDER AFFIDAVIT, AND RETURN ENTIRE BID PACKET. In the event of inclement weather and Authority Offices are officially closed on a BID deadline day, BIDs will be received unit 2:00 p.m. of the next business day, for opening at up coming CCRMA meeting.

BIDS SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

SUCCESSFUL BIDDER WILL BE NOTIFIED BY MAIL. All responding bidders will receive written notification regarding the outcome of the award.

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other bidders, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your bid package.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR BID. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF CSP. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. Each Bid shall be placed in a separate envelope completely and properly identified with the name and number of The Bid. Bids must be in the RMA office BEFORE the hour and date specified.
2. Bids MUST give full firm name and address of the Bidder. Failure to manually sign Bid will disqualify it. Person signing Bid should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. Any alterations made before deadline time must be initiated by Bidder or his authorized agent. No Bid can be withdrawn after opening time without approval by the CCRMA Board based on a written acceptable reason.
4. The Authority is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN BID. Cameron County RMA claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County RMA Coordinator.
5. Written and verbal inquiries pertaining to Bids must give Bid Number and Company.
7. NO substitutions or cancellations permitted without written approval of Authority Coordinator.
8. The Authority reserves the right to accept or reject all or any part of any Bid, waiver minor technicalities. The CCRMA reserves the right to award by item category or by total Bid. Prices should be itemized. Authority also reserves the right to award either with or without trade-in, if applicable. Cameron County RMA retains the option to re-bid at any time if in its best interest and is not automatically bound to renewal or re-bid.
9. BID unit price on quantity specified -- extend and show total. In case of errors in extension, UNIT prices shall govern.
10. This is a Bid inquiry only and implies no obligation on the part of Cameron County RMA.
11. Acceptance of and final payment for the item will be contingent upon satisfactory performance received by Cameron County RMA.
12. Partial Bids will not be accepted unless awarded by complete category or line item. To be awarded by Total BID.
13. It is expected that the proposer will meet all state and federal safety standards and laws in effect on the date of the Bid for the item(s) being specified, and the particular use for which they are meant.
14. It is the responsibility of the bidder or bidders to ask any and all questions the Bidders feels to be pertinent to the bid or proposal. Cameron County RMA shall not be required to attempt to anticipate such questions for Bidder or Bidders. Cameron County RMA will endeavor to respond promptly to all questions asked.

INVOICES AND PAYMENTS: (a) Seller shall submit invoice. Mail to: Cameron County RMA, ATTN: Coordinator's Office, 1100 E. Monroe, Brownsville, Texas 78520. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extend funds are not available. (c) Do not include Federal Excise, State or City Sales Tax. Authority shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, the Authority will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County RMA Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Bidder shall submit one (1) copy of an itemized invoice to:

**CAMERON COUNTY RMA COORDINATOR
1100 E. Monroe, Suite 256
BROWNSVILLE, TEXAS 78520**

Please note that any payment due under this Bid award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Authority.

PAYMENT DISCOUNT: Indicate the payment discount (s) available depending on when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc.

Payment in full will be made within thirty (30) days of receipt of invoice.

All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this Bid in excess of the amounts quoted.

Cameron County Regional Mobility Authority
Retail Electric Provider

Bid # 1

SCOPE OF WORK: Cameron County RMA is requesting Competitive Sealed Bids for Electricity Supply Provider and Associated Services.

The Cameron County RMA Request For Competitive Sealed bids for Retail Electricity Provider has been developed to enable Cameron County RMA to purchase electricity and associated services beginning in May 2011 for the sites included in this bid.

Cameron County RMA seeks a Retail Electricity Provider that is prepared to work with the Authority in a close working relationship for the ongoing supply of electricity. The pricing options submitted by respondents to this bid to supply electricity and associated services to CCRMA must be competitively priced and offer ongoing value to Authority. Cameron County RMA is looking for responsible suppliers who will ensure that electricity is provided to every Authority facility in a safe, reliable, and financially responsible manner.

Cameron County RMA is issuing this bid for Retail Electricity Provider to satisfy the internal purchasing requirements of Cameron County RMA.

Bid Pricing

The Bidder will prepare pricing options on a unit per kilowatt-hour (kWh) basis for the ESID's included in this bid for one (1), three (3), and five (5) year terms with a fixed price that includes all associated costs for the supply of energy with a commencement date on the first meter read date after May 9, 2011, or as soon thereafter as practical and allowable by law.

The Authority may consider other pricing options that the bidder can offer providing value and allow ongoing flexibility.

Bidders must specify whether the supplied pricing has (i) an acceptance period and (ii) is subject to confirmation. Bidder should specify the lead time required to refresh pricing requests if necessary.

Pricing must be based on the NYMEX Market closing price on April 22, 2011.

Funding Out

Contracts with governmental entities in the State of Texas are required to be for one fiscal year or carry a non-appropriation of funds clause. Projecting a multi-year contract, proposers will provide a non-appropriation clause as part of their final contract.

Bidder Responsibility

Bidders should read the requirements set forth in the specifications presented in this proposal package. It is expected that the winning bid will meet all of the Authority's requirements without exception. If for any reason a bidder cannot meet these requirements the bidder must indicate any differences in an addendum to be attached to the bid form. Failure to meet the specification will be grounds for terminating this contract.

CCRMA Background

Cameron County Regional Mobility Authority's principal purpose is to provide the area with an opportunity to significantly accelerate needed transportation projects and have a local entity in place that will make mobility decisions that will benefit the community, while enhancing the economic vitality and quality of life for the residents in the Lower Rio Grande Valley . The CCRMA has recently completed the first of many future all electronic toll facility's in Cameron County. The CCRMA has one facility that houses equipment and provides power to this facility. Key objectives for this group are to provide power and minimize energy costs at our first building and to maintain a close working relationship with the energy supplier.

Within the Authority there is 1 site. An itemization of all ESID numbers will be provided. The site again include the main equipment operations facility for the CCRMA SH 550 project. The Authority is seeking an energy supplier that will actively work to help the Authority achieve cost reduction and energy conservation management objectives. The decision making authority for selecting an energy supplier for the Authority's site(s) rests with the Cameron County Regional Mobility Authority Board of Directors. Should none of the responses meet the Authority's requirements, the CCRMA Board of Directors reserves the right to reject all offers and use any other means to identify an electricity provider.

Energy Use Overview

Bidder will be provided with detailed facility by Alejandro Garcia. Please send your requests to ajgarcia@co.cameron.tx.us. The usage details are consistent with typical energy usage. Factors that are likely to influence the Authority's future energy usage include: new site connections or changes in operations.

Cameron County Regional Mobility Authority SUMMARY OF SITES

Sites include the following:

SH 550 Equipment Room

Cameron County RMA has approximately 1 ESID number.

Assessment Process

The review of bids will determine the Retail Electric Provider most capable of delivering the best overall value to the Authority, consistent with the requirements herein and as evidenced by the REP's past performance history in providing the type and scope of services required within this bid.

REP's will be assessed against the following criteria:

- Their level of experience in retailing electricity sales within the State of Texas. References, case studies, and other verifiable documentation of experience will be utilized where they are provided.
- Their capabilities relating to the management of their operations including corporate assets, customer base and extent of retail operations including the resources and technologies that enable them to bring value to their customer base.
- The pricing options submitted will be assessed in terms of matching the Authority's pricing requirements, and will assess pricing over the total period of the proposed energy services contract.

- Their capabilities and experiences with managing the risks associated with energy supply procurement. Their general approach to identifying Authority's needs and tailoring appropriate risk management strategies will also be assessed.
- Their approach and demonstrable performance in the area of Customer Care.
- Their level of commitment to ensuring ongoing future value for the Authority is maximized over the life of the energy services contract.
- Community outreach services benefiting the Authority, staff, and/or its patrons.

Selection Process

This bid provides for a multi-step selection process. The first step will be to review the bids to verify that the requirements of this bid have been fulfilled. Qualifications of REP's will be assessed against criteria listed in the previous section.

The second step will consist of reviewing the economic stability of the REP and any other criteria that enables Cameron County RMA to feel that its reliability standards are met. If any bid does not meet Cameron County RMA's reliability standards, it will be rejected without regard to price. At this point, Cameron County RMA may ask for additional information to provide Cameron County RMA with a short list of qualified applicants for potential contract negotiations. Selection shall be made of one or more REP's deemed to be fully qualified and best suited among those submitting responses on the basis of the evaluation factors.

The next step will be to negotiate with one or more of the finalists including final price offers. The Authority will award and execute a contract with the selected REP in the final step of this process if it is deemed to be in the best interest of the Authority. If the Authority and the selected REP cannot agree on terms for a contract, the Authority shall enter into negotiations with one of the remaining REP's.

Should the Authority determine at its sole discretion that only one REP bidder is fully qualified, or that the nominated Bidder is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Bidder.

Cameron County RMA reserves the right to accept any bids, reject any or all bids, re-solicit other bids, or issue a new bid in the event that all bids are rejected, or take any other action that Cameron County RMA deems otherwise appropriate. All determinations will be based solely on the judgment of Cameron County RMA and deemed the most advantageous for Cameron County RMA. Cameron County RMA undertakes no obligation to inform any REP of the factors Cameron County RMA may consider in reaching any judgments. Cameron County RMA reserves the right to revise this bid, including the desired specifications and requirements for Bidders, at any time and to accept bids other than the lowest cost as stated in the evaluation process.

The selection process and contract negotiations will be concluded as soon as possible, but no later than May 15, 2011.

Tentative Schedule

Release of bid	April 14, 2011
Bids Due	April 29, 2011
Bid Award Date	May 2, 2011
Contract Award	May 6, 2011
Contract Effective Date	May 9, 2011

Cameron County RMA reserves the right to modify this schedule if in its sole discretion such modifications are deemed necessary.

Supplier Qualifications

The qualifications and operational capabilities of prospective energy suppliers are fundamental criteria that the Authority will assess in selecting a preferred provider. The Authority is seeking an experienced energy supplier that is fully committed to the Texas energy market and to assisting customers to maximize the benefits from electricity deregulation. Provide details of claims that support your company's capabilities against the following criteria:

- Financial Robustness & Experience – provide details on the size of your organization and pertinent financial excerpts from your annual report.
- Service Management & Customer Care – provide details of any service management examples supplied to the County or similar type customers.
- Liaison Services – provide details of any service the REP will provide with the wires company on the addition of new facilities and temporary services for construction.
- Electricity Distribution - provide details that demonstrate your company's understanding and involvement with distribution and delivery systems.
- Energy Conservation - provide examples, including financial and non-financial benefits delivered to your customers.
- Community Outreach – offers programs to the benefit of the Authority, staff and/or its patrons.
- PUC REP Certification Number
- An Executable proposed contract.
- A Sample Invoice

Reliability Issues

The provision of a safe, reliable and high-quality electricity supply is essential to the CCRMA. The toll facilities depend upon a reliable electricity supply in order to provide quality services and a safe environment for all residents and staff.

Customer Care

Ongoing support and service management is an important requirement of the energy services package covered by this request. The Authority wishes to ensure that service levels do not deteriorate as a result of having to purchase electricity in a de-regulated environment. The service component from the provider's responses will play a significant part in differentiating potential energy suppliers. Provide details of the level of customer care that will be provided.

Billing

Accurate, timely, easily understood electricity billing, and payment plans are an essential requirement. Provide details of your billing systems and payment plans that will ensure accuracy of pricing between your company and the Authority.

References

Provide at least three references as part of your confidential information. These should be customers similar in size or type of industry to the Authority.

Costs incurred in responding

All costs directly or indirectly related to the preparation of a bid in response to this bid or clarify the bid shall be the sole responsibility of and borne by the REP incurring such costs. Cameron County RMA or its consultants will not reimburse any REP for any cost incurred in the preparation, submission, or negotiation of a bid.

**CAMERON COUNTY RMA CONFIDENTIAL INFORMATION
ELECTRICITY PROVIDER AND ASSOCIATED SERVICES**

To evaluate bids the Authority requests information regarding your company and its approach to electricity purchase. This information will be used to rank companies based on the needs of the Authority. Given this information could be useful to your competitors; the Authority will receive this information separately from your response to the bid. This information will not be made public before or after the contract award.

Provide answers to the following questions in as brief a form as possible. Deliver these to the Authority at the time of opening in a separate envelope marked:

**Confidential Information
Bid# 1
“Company Name”**

Supply answers as part of your confidential information packet. Reference the Authority’s question numbers for each response.

1. Provide a brief company background including number of years in business, number of employees and annual electricity sales.
2. Provide references of government agencies, municipalities, and political subdivisions using your services.
3. Specifically list the services provided by your company to electricity purchasers.
4. Explain your company’s definition of “customer care.”
5. From your company’s standpoint, address the potential use for the following technical points associated with the purchase of electricity:
 - a. Swing – above or below average monthly energy use to reduce costs
 - b. Blended pricing
 - c. MCPE pricing – when to use
 - d. Fixed term contracting – best length of term
 - e. Heat Rate
6. How does your company propose to save Cameron County RMA money on the purchase of electricity during the period of this contract? This should include your recommended contract type and term of contract.

SELECTION CRITERIA

Cameron County RMA is looking for an electric energy contract with a qualified provider. Cameron County must approve a contract with a Retail Electric Provider (REP) by May 9, 2011.

Retail Electric Provider Selection Criteria:

1. Price 40%
2. Customer Service and Support 15%
3. Financial Credibility & Stability 20%
4. Consolidated Billing Reports 10%
5. Electronic Billing, History, and Access 15%

ELECTRICITY SUPPLY PROVIDER

Bid Title AND ASSOCIATED SERVICES **Bidders Name** STRAIGHT ENERGY, LLC

REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The Authority prefers customers of similar size and scope of work to this bid.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: CITY OF BROWNSVILLE TEXAS
 Address: P.O. BOX 911 BROWNSVILLE, TX. 78520
 Contact Person and Title: LUPE GRANADO ASST. FINANCE DIR.
 Phone: 956-548-6019 e-mail address: lupe@cob.us
 Contract Period: 8/2010 - 8/2012 Scope of Work PROVIDE ELECTRICITY

REFERENCE TWO

Government/Company Name: BROWNSVILLE IRRIGATION
 Address: 1828 MILPA VERDE BROWNSVILLE, TX. 78521
 Contact Person and Title: JOE BARRERA / G.M.
 Phone: 956-831-8462 e-mail address: BID06@SBLGLOBAL.NET
 Contract Period: 7/2010 - 7/2012 Scope of Work PROVIDE ELECTRICITY

REFERENCE THREE

Government/Company Name: MILITARY HIGHWAY WATER SUPPLY CORP.
 Address: P.O. BOX 250 PROGRESO, TX. 78579
 Contact Person and Title: ALONSO DEAVILA / CFO
 Phone: 956-565-2491 e-mail address: ADEAVILA@AOL.COM
 Contract Period: 6/2010 - 6/2015 Scope of Work PROVIDE ELECTRICITY

THIS FORM MUST BE RETURNED WITH YOUR BID

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the current price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of TEXAS, on this day personally appeared CHRIS HARWOOD

who, after having first been duly sworn, upon oath did depose and say;

That the foregoing bid submitted by STRAIGHT ENERGY, LLC hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The Bidder is not a member of any trust, pool, or combination to control the price of products or services bid on, or to influence any person to bid or not to bid thereon. I further affirm that the Bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted bid. The contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder :

STRAIGHT ENERGY, LLC

1821 PALM BLVD

BROWNSVILLE, TX. 77820

Telephone number 956-466-6131

Fax number 866-243-9599

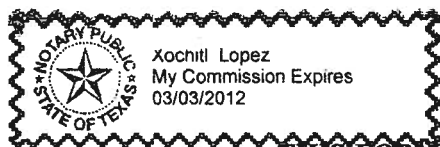


Signature

Name: CHRIS HARWOOD

Title: C.E.O.

SWORN TO AND SUBSCRIBE BEFORE ME THIS 29 day of APRIL, 2011.



Xochitl Lopez
Notary Public in and for

CAMERON
County

TEXAS
State

THIS FORM MUST BE RETURNED WITH YOUR BID

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Cameron County RMA requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (1) "Nonresident Bidder" refers to a person who is not a resident.
- (2) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that STRAIGHT ENERGY, LLC is a Resident
(Company Name)
Proposer of Texas as defined in Government Code §2252.001.

☐ I certify that _____ is a Nonresident
(Company Name)
Proposer as defined in Government Code §2252.001 and our principal place of business is

(City and State)

THIS FORM MUST BE RETURNED WITH YOUR BID

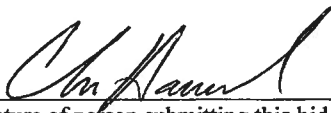
CAMERON COUNTY RMA EXPRESSLY REQUESTS THAT BIDDERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDERS PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS OR ANY MEMBER OF CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, ANY CCRMA OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY THE AUTHORITY. EXCLUDED ARE PRE-BID OR PRE-BID CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE COORDINATOR AT ANY TIME.

01. Has any individual with the firm submitting this Bid Response made any contact with any member of CCRMA Board, any CCRMA Official, or an Evaluation Committee member concerning this Invitation to Bid, other than questions to the RMA Coordinator?

NO.

02. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any other Bidder concerning this Invitation to Bid?

NO.



Signature of person submitting this bid

4-29-2011

Date

THIS FORM MUST BE RETURNED WITH YOUR BID

Certification

Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: 

Print Name: CHRIS HARWOOD

Title: C.E.O.

Telephone Number: 956 466 6131

Date: 4-29-2011

If the Bidder is unable to certify to all of the statements in this Certification, such Bidder should attach an explanation to this bid.

THIS FORM MUST BE RETURNED WITH YOUR BID

TERMS AND CONDITIONS

ADDENDA: When specifications are revised, the Cameron County RMA Coordinator will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned bid package.

ADVERTISING: Seller shall not advertise or publish, without Buyer's Prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.

AWARD: Cameron County RMA may hold all bids for a period of forty five (45) days. Cameron County RMA reserves the right to delete any item it considers too expensive. Bid prices are to be F.O.B. Cameron County RMA. All discounts will be considered in determining the lowest, responsible bidder. Cameron County RMA reserves the right to award this contract on the basis of BEST bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. The offeror may appear before the Cameron County Regional Mobility Authority Board and present evidence concerning bidders responsibility after officially notifying the office of the Coordinator of his intent to appear.

BONDS: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. bids submitted without the required bid bond or cashier's check are not acceptable.

CANCELLATION AND TERMINATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which Buyer may have in law or equity.

TERMINATION: The performance of work under this order may be terminated in whole, or in part, by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of, rights of Buyer set forth.

Cameron County RMA reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Cameron County RMA may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Cameron County RMA's satisfaction and/or to meet all other obligations and requirements. Cameron County RMA may terminate the contract without cause upon thirty (30) days written notice.

CONTRACT RENEWALS: Renewals may be made ONLY by written agreement between Cameron County RMA and the offeror. Any price escalations are limited to those stated by the offeror in the original bid. Annual bid renewal – Price Increases: All Annual bids with a one (1) year renewal option requires that the awarded bid must notify Cameron County RMA of any anticipated price increases to the current Annual bid (in writing) at least two months prior to the annual renewal award date unless otherwise specified within the specific provisions of the bid. This allows the Authority sufficient time to plan for re-bidding due to a vendor required price increase. If Vendor fails to notify the Authority it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any Annual bids which allow for Open Market Price increases or Cost allowance increases during the bid award period (as so specified in the bid documents).

DISCRIMINATION: In order to comply with the provisions of fair employment practices, the contractor agrees as follows: 1.) the contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the contractor will furnish such relevant information and reports as requested by the Authority for the purpose of determining compliance with these regulations; and 4) failure of the contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.

DISQUALIFICATION OF OFFEROR: Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Cameron County RMA certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the Authority believes that collusion exists among the offerors. bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

EVALUATION: Evaluation shall be used as a determinant as to which bid items or services are the most advantageous for the Authority. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Cameron County Coordinator and Purchasing Department and recommendation to Cameron County RMA Board of Directors. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Cameron County Coordinator reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

PROTEST PROCEDURES: Procedure - This protest procedure is available to Bidders responding to this bid requesting a debriefing conference.

Debriefing Conference - A debriefing conference must be requested in writing to the Coordinator within five (5) business days from the date of the bid award by the Cameron County RMA Board of Directors.

Protests are made - 1. To the Coordinator/Purchasing Department after the debriefing conference. Bidders protests shall be received, in writing, by the Coordinator/Purchasing Department within five (5) business days after the bidder debriefing conference. 2. To Authority Auditor only after protesting first to the Coordinator/Purchasing Department and its resolution is not satisfactory to the protesting party. Protests to Authority Auditor shall be received, in writing, within five (5) business days after the bidder has received notification of a decision on the protest from the Purchasing Department. 3. To the CCRMA Board of Directors, only after the protest to the Authority Auditor and Coordinator/Purchasing Department was not resolved satisfactory to the protestor. Protests to the CCRMA Board shall be made within five (5) business days after the bidder has received notification of the Authority's Auditor's decision.

Grounds for protest - 1. Errors were made in computing the score. 2. The Authority failed to follow procedures established in the bid, the Purchasing policy: Acquisition or applicable state or federal laws or regulations. 3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting bidders shall include, in their written protest to the Cameron County RMA Coordinator, all facts and arguments upon which they rely. Bidders shall, at a minimum, provide: 1. Information about the protesting bidder; name of firm, mailing address, phone number and name of individual responsible for submission of the protest. 2. Information about the acquisition and the acquisition method. 3. Specific and complete statement of the Authority's action(s) protested. 4. Specific reference to the grounds for the protest. 5. Description of the relief or corrective action requested. 6. For protests to Authority's Auditor or the CCRMA Board of Directors, a copy of the Coordinator/Purchasing Department's written decision on the protest.

Review Process - 1. Upon receipt of a bidder protest, the Coordinator/Purchasing Department shall postpone further steps in the acquisition process until the bidder protest has been resolved. 2. The Department's internal protest review procedures consist of the following: a) The Coordinator/Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the bidder. b) A written decision will be delivered to the proposer within five business days after receipt of the protest, unless more time is needed. The protesting bidder shall be notified if additional time is necessary.

Authority's Auditor Review Process - 1. The bidder may protest to Authority Auditor in writing within five business days after the bidder has received notification of the agency decision. 2. Authority Auditor shall consider all the available facts and issue a decision in writing within five business days after receipt of the protest, unless more time is needed. The protesting bidder shall be notified if additional time is necessary. The Authority Auditor's decision constitutes the final step of the protest process, except protests which may be reviewed by the CCRMA Board of Directors. Authority Auditor may choose to convene a Protest Review Board (Board). The Board shall be advisory to the Authority Auditor and its scope of review shall be limited to procedural issues raised by the protesting bidder.

Final Determination - The final determination shall 1. Find the protest lacking in merit and uphold the agency's action; or 2. Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include a) Correct its errors and reevaluate all proposals, and/or b) Reissue the bidder solicitation document; or c) Make other findings and determine other courses of action as appropriate.

CCRMA Board Review Process - Protests to the CCRMA Board may be made only for CCRMA Board approved acquisitions, and only after review by Authority Auditor. Protests of the decisions of Authority Auditor shall be made by letter to the Chairman, CCRMA Board of Directors, who may establish procedures to resolve the protest. Protests shall be received by the Chairman, CCRMA Board, within five business days after the decision of Authority Auditor in order to be considered. The resulting decision is final, with no further administrative appeal available.

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Cameron County RMA. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the Authority, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, than the member is not required to abstain from further participation. Attached and included is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County RMA or Authority entities (if any such relationships exists) must be attached and included with bid submitted. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of Cameron County RMA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities. Consistent and continued tie bidding could cause rejection of bids by the Authority and/or investigation for Anti-Trust violations. Bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION : If Bidder is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your bid. This information will assist Cameron County RMA in the percentage tracking of HUB utilization.

LOCAL PROPOSER'S PRINCIPAL PLACE OF BUSINESS - 3% PREFERENCE: (consideration of location) The CCRMA may award to the lowest bidder or the bidder whose principal place of business is within Cameron County if the CCRMA Board determines, in writing, that the local bidder offers the Authority the best combination of contract price and additional economic development opportunities for Cameron County created by the contract award, including the employment of residents of Cameron County and increased tax revenues to Cameron County. This option exists only within 3% pricing of the lowest bid price. In order to provide the CCRMA Board adequate information for assisting in considering this option, the bidder should submit with each BID the following information for CCRMA's Board review with all information requested to be detailed and \$\$\$ current quantifiable numeric data. 1. Where is your principal place of business (ie: Corporate Headquarters) City, County, State, Signature of Bidder, Title, Date? Along with this information, submit information with responses to the following questions. 2. Why and how bidder believes that the local bidder offers the Authority additional economic development opportunities for Cameron County created by the contract award? 3. How will award to local bidder benefit the employment of residents of Cameron County? 4. How many employees does bidder employ within Cameron County and how many employees are affected financially by award/purchase? 5. How will award to local bidder increase tax revenues to Cameron County? This information should be provided and updated with each bid submitted to the County. If bidder is local and within 3% of the lowest bid, this information will be submitted to CCRMA Board along with tabulation sheet.

MAINTENANCE: Maintenance required for equipment bid should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Authority opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the Authority with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of the Authority to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Cameron County RMA shall act as sole judge in determining equality and acceptability of products offered.

PRICING: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

RECYCLED MATERIALS: Cameron County RMA encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Authority will be the sole judge in determining product preference application.

SCANNED RE-TYPED RESPONSE – FLOPPY DISK: If in its bid response, offeror either electronically scans, re-types, or in some way reproduces the Authority's published bid package, then in event of any conflict between the terms and provisions of the Authority's published bid specifications, or any portion thereof, and the terms and provisions of the bid response made by offeror, the Authority's bid specifications **as published** shall control. Furthermore, if an alteration of any kind to the Authority's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

FLOPPY DISK: If offeror obtained the bid specifications on a floppy disk in order to prepare a response, **the bid must be submitted in hard copy** according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the Authority's published bid specifications, the Authority's bid specifications **as published** shall control. Furthermore, if an alteration of any kind to the Authority's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid. **Substitute items will not be accepted unless approved (in advance) .**

SUPPLEMENTAL MATERIALS: Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron County RMA until Cameron County RMA actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

USAGE REPORTS: Cameron County RMA reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this ITB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Cameron County RMA department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee. Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Cameron County may correct at the offeror's expense.

WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense. Have you attached the required warranty information to the bid (if applicable)? ☐ Yes, ☐ No.

YEAR 2000 COMPLIANCE: All Products and/or services furnished as part of this contract must be year 2000 compliant. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

APPLICABLE LAW

This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement.

ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party, without the written consent of the other party in the contract Chairman and Authority Auditor.

CONTRACT OBLIGATION: Cameron County RMA must award the contract and the Chairman or other person authorized by the Cameron County RMA must sign the contract before it becomes binding on Cameron County RMA or the offerors. Department heads are NOT authorized to sign agreements for Cameron County RMA. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

ERRORS AND OMISSIONS: Errors and Omissions in the bid of any provision herein described will not be construed as to relieve the Vendor of any responsibility or obligation, requisite to the complete and satisfactory implementation, operation, and support of any and all equipment, systems or services.

FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other

industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgement of the party having the difficulty.

HOLD HARMLESS AGREEMENT: Contractor, the successful offeror, shall indemnify and hold Cameron County RMA harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the Authority upon request.

INFRINGEMENTS: There will be no warranty by buyer against infringements. As part of this contract for sales, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two (2) weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that Buyer will pay Seller the reasonable cost of his/her search as to infringement. The contractor agrees to protect the Authority from claims involving infringement of patents or copyrights.

INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control.

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

O.S.H.A: Offeror must meet all Federal and State OSHA requirements.

RIGHT TO ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of their intent to perform. In the event that a demand is made, and no assurance is given within five (5) days the demanding party may treat this failure as an anticipatory repudiation of the contract.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

WAIVER OF SUBROGATION: Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Cameron County RMA as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement. No claim or right arising out of a breach of this contract can be discharged in whole, or in part, by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing, signed by the aggrieved after the decision of Authority Auditor in order to be considered. The resulting decision is final, with no further administrative appeal available.

**X. CONSIDERATION AND APPROVAL OF A RESOLUTION
APPROVING AN INTERLOCAL AGREEMENT BETWEEN
THE CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY AND THE TEXAS DEPARTMENT OF
TRANSPORTATION FOR THE SH 550 TOLL PROJECT**

THE STATE OF TEXAS
COUNTY OF CAMERON

RESOLUTION

BE IT RESOLVED THAT ON THE 3RD DAY OF MAY 2011, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN SPECIAL SESSION, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING RESOLUTION WAS OFFERED AND ADOPTED, TO WIT:

"CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE SH 550 TOLL PROJECT."

WHEREAS, the Cameron County Regional Mobility Authority has found it necessary to enter into an Agreement for the SH 550 Toll Project; and

WHEREAS, this Agreement is intended to further facilitate toll operations on the SH 550 Toll Project by providing for the provision of certain marketing operations support services by the Texas Department of Transportation; and

WHEREAS, the Cameron County Regional Mobility Authority is needing to enter into this Agreement with the Texas Department of Transportation for an amount not to exceed \$49,276.00.

NOW, THEREFORE, BE IT RESOLVED that the Cameron County Regional Mobility authorizes the RMA Chairman to execute the Agreement with the Texas Department of Transportation.

Passed, Approved and Adopted on this 3rd day of May, 2011.

Attest:



RUBEN GALLEGOS, JR.
CCRMA SECRETARY



DAVID E. ALLEX
CCRMA CHAIRMAN

THE STATE OF TEXAS §
 THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

Texas Department of Transportation	TxDOT
Cameron County Regional Mobility Authority	Local Government

II. PURPOSE: The Local Government and TxDOT previously entered into a "Development, Operation, and Maintenance Agreement" for the SH 550 Toll Project in which the parties thereto agreed that the Local Government may utilize TxDOT's Customer Service Center on terms and conditions agreeable to both parties for customer service on the SH 550 Toll Project. Separately, the Local Government has contracted with Central Texas Regional Mobility Authority for various toll systems implementation and transaction processing services, and through that agreement and the Customer Service Center, Central Texas Regional Mobility Authority will process Local Government TxTag-based transactions in a manner similar to how Central Texas Regional Mobility Authority transactions are currently processed. This Contract is intended to further facilitate toll operations on the SH 550 Toll Project by providing for the provision of certain marketing and operational support services by TxDOT.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed \$49,276.00 and shall conform to the provisions of **Attachment B**, Budget. Invoices shall be presented monthly.

V. TERM OF CONTRACT: Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins when fully executed by both parties and terminates on December 31, 2011 or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated 2-6-11, has authorized the Local Government to provide the scope of services.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By


 AUTHORIZED SIGNATURE

Pete Sepulveda
 RMA Coordinator


Date

5.3.11

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

By


 Janice Mullenix
 Director of Contract Services

Date

May 6, 2011

ATTACHMENT A Scope of Services

1. DEFINITIONS

Adjustment - A financial transaction applied to an account that negatively or positively (debit or credit) modifies the account's balance. A toll Adjustment financially modifies a specific transaction (toll or violation) that was previously posted/paid on the account (and thus modifies the account's balance). An account Adjustment financially modifies the account balance directly (and is not related to a specific toll or violation transaction).

Automatic Vehicle Identification — A system consisting of an antenna and reader installed in a toll lane and a transponder mounted on a vehicle that allows for automatic identification of a vehicle as it passes through a properly equipped lane.

Central Toll Repository Host — The host computer for the Local Government toll collection system located in the computer room in the administrative headquarters building of the Central Texas Regional Mobility Authority (or as otherwise located) that acts as the central depository for all Electronic Toll Collection data related to use of any facility within the Local Government System.

Local Government System — Any tolled roadway owned and/or operated by the Local Government or on behalf of the Local Government by any third party.

Customer Service Center— The customer service center that is operated by TxDOT that distributes TxTag Transponders, supports the TxTag customers and processes transactions as identified.

Electronic Toll Collection— A system of integrated devices and components that permit the automatic recording of vehicle transactions through electronic media in a toll revenue collections system.

Home Authority - An Authority that issues Transponders to Patrons, owns and manages Accounts associated with those Transponders, and posts Transactions to those Accounts.

Interoperable Authority - An agency, company, or other business entity that must comply with the Interoperability Business Requirements and Interface Control Documents and be party to an agreement that allows for the settlement of interoperable transactions. This term is used when referring to either the Home or the Visited Authority.

Interface Control Document— The current mutually agreed upon document that specifies the file(s) transferred between two systems (i.e. Customer Service Center system and Traffic Management System Host). The document specifies file naming, format, content, transfer timing and transfer protocol/process.

Interoperability HUB – The technical and procedural implementation of the Interoperability Interlocal Agreement.

Parent Account – TxTag account that is created and funded by Local Government to facilitate the transfer of funds between Local Government and TxDOT.

Reconciled Transaction — A transaction (toll or violation) that the Home Authority has provided a status (i.e. posted, rejected, etc.) to the Visited Authority for a transaction that the Home Authority received (from the Visited Authority) and processed.

Toll Revenue or Revenue — Funds due or paid for posted transactions including Reconciled Transactions less Adjustments.

Transponder — A device placed on or within an automobile that is capable of transmitting and/or receiving information used to assess or collect tolls that results in recognizable vehicle identification for tolling purposes, either with TxDOT's Electronic Toll Collection program or with an interoperable third party. This includes, but is not limited to, a "TxTag Transponder".

TxTag® — The TxTag sticker is a thin device that goes on the inside of your windshield behind your rearview mirror. TxTag transponders are interoperable with other toll agencies throughout the state.

Valid Transaction — The data recorded by the passage of a vehicle equipped with an electronic TxTag Transponder (which is properly read by the toll management system and which has a valid status) through a Local Government tolling point.

Visited Authority - Any Authority, or its designated representative, that is not the customer's Home Authority. The Visited Authority is the entity where the transactions occur and that creates and sends the transactions to the Home Authority. The Visited Authority is responsible for paying the Transaction Fee to the Home Authority.

2. TRANSPONDER DISTRIBUTION AND TRANSFER OF FUNDS

2.1 TxDOT will distribute to Local Government an initial quantity of TxTag Transponders and subsequent quantities as requested. Local Government will distribute these TxTag transponders directly to customers, and TxDOT will be responsible for working with Local Government to establish the related customer accounts and transfer the related funds between TxDOT and Local Government in accordance with the Standard Operating Procedures (SOPs) that have been mutually developed by TxDOT and Local Government.

2.2 TxDOT will develop and manage (subject to locating willing participants and TxDOT's ability to negotiate third (3rd) Party distribution agreements with retailers in Cameron County) a network of third (3rd) Party TxTag distributors in Cameron County. All financial transactions and logistics associated with the distribution of these transponders will take place between TxDOT and the third (3rd) Party TxTag distributors. Local Government will work with TxDOT to promote these transponder distribution networks and contribute to their success.

2.3 TxDOT shall work with Local Government to create policies and setup the necessary "Parent" account to facilitate the transfer of funds between Local Government and TxDOT, for;

2.3.1 The purchasing of transponders by Local Government from TxDOT for resale at Cameron County facilities (This does not include the purchase of transponders for distribution through 3rd party retailers); and

2.3.2 Replenishment of accounts by walkup customers in Cameron County.

2.4 TxDOT shall work with Local Government on an ongoing basis to manage and reconcile the "Parent" Account and resolve all customer issues associated with the purchase of transponders and replenishment of accounts through the Cameron County toll operations group.

2.5 TxDOT will pay Central Texas Regional Mobility Authority for Local Government Electronic Toll Collection transactions that successfully post to a TxTag customer account. Payments will be made no less than once a month. Funds will be transferred through wire transfer or other electronic means.

2.6 TxDOT will provide reports and data to Local Government or its designee to assist in reconciling the transaction data and revenue attributable to transactions on the Local Government System. TxDOT shall not be required to separately reconcile amounts due to Local Government, but will provide the information, in an electronic format as part of the normal reconciliation process, necessary for Central Texas Regional

Mobility Authority to separate Central Texas Regional Mobility Authority and Local Government revenue and adjustments at a summary level. Transaction level detail shall be provided upon request.

2.7 Local Government and TxDOT agree to review, no less than quarterly, revenue payments to Central Texas Regional Mobility Authority on behalf of Local Government from TxDOT. In the event such review identifies a discrepancy, the discrepancy shall be promptly remedied to the satisfaction of both parties.

3. CUSTOMER SERVICE STANDARDS

3.1 The Customer Service Center will achieve a high level of customer service satisfaction when handling all customers. TxDOT will perform to previously established standards. Meetings will be held quarterly to review reports on operational performance and customer issues. Reports will be provided in advance to the Local Government to reflect the customer service performance levels. Specified performance categories to be addressed in such reports include, but are not limited to, the following: (i) Customer Service Center call center statistics; (ii) website responses and trends; (iii) customer account management; (iv) tag distribution tracking; (v) customer satisfaction and dispute resolution; (vi) Customer Service Center operations related to customer service. Routine maintenance of the Customer Service Center system will be performed at times that cause minimal impact to customer service. If maintenance is required during normal hours of operation and if possible, TxDOT will provide reasonable customer service options to ensure appropriate handling of customer issues. When possible, Local Government will be provided prior notification of any service disruptions caused by maintenance activities.

3.2 As allowed by law, Local Government may, at its own expense, conduct surveys of customers, who use Local Government System facilities, concerning their customer service experiences. Such surveys will be shared and coordinated with TxDOT prior to conducting such surveys. Upon conclusion of the surveys, results will be provided to TxDOT. If requested by either party, TxDOT and Local Government will meet to address any issues. The Customer Service Center will provide a sufficient number of Spanish speaking customer service representatives to handle Spanish speaking Local Government customers in a manner consistent with the performance standards currently used for English speaking customer service support.

3.3 The Local Government shall be notified of any changes anticipated to the Customer Service Center system and TxDOT shall not take any unilateral decision that negatively impacts Local Government without proper notification. Local Government shall be notified in advance of all changes to the system that directly affect Local Government. Appropriate time to evaluate the effect of the changes to the Local Government shall be provided, but never less than at least fifteen (15) business days after delivery of notice shall be provided. Upon the completion of this evaluation Local Government, and TxDOT shall meet to resolve any outstanding issues at the quarterly meetings referenced in (3.1) above, or earlier if requested by either Party.

3.4 The Local Government shall notify TxDOT of any changes anticipated to the Local Government system and the Local Government shall not take any unilateral action that negatively impacts TxDOT without proper notification. Local Government shall notify TxDOT in advance of all changes to the system that directly affect the Customer Service Center. Appropriate time to evaluate the effect of the changes to the Customer Service Center system shall be provided, but never less than at least fifteen (15) business days after delivery of notice shall be provided. Upon the completion of this evaluation Local Government, and TxDOT shall meet to resolve any outstanding issues at the quarterly meetings referenced in (3.1) above, or earlier if requested by either Party.

4. CUSTOMER INFORMATION AND DISPUTES

4.1 Local Government will provide to TxDOT all information necessary for TxDOT to handle Local Government customer contacts, including without limitation maps, policies, and marketing brochures.

4.2 TxDOT will provide customer account data including contact information for TxTag customers who use Local Government roadways. Subject to provisions of law, Local Government may use this information to conduct communication and marketing activities.

4.3 The Parties will share customer account information only for the purpose of collecting tolls, the enforcement of toll violations, or as otherwise permitted by this Agreement or required by law.

4.4 As stated in the TxTag License and Use Agreement, account information will not be disclosed to third parties without the TxTag Transponder user's consent except as permitted by law and the policies of TxDOT. Customer account information provided to Local Government or TxDOT will be disclosed to third parties only if the intended use of the information is specifically related to work to be performed in accordance with the terms of this agreement or other related work mutually agreed to by both TxDOT and Local Government in conjunction with the administration of the TxTag program.

4.5 TxDOT and Local Government will implement a mutually agreed upon customer dispute resolution process. All data associated with each unresolved dispute will be sent to Local Government.

5. TRANSACTION CONFORMANCE TESTING

5.1 Local Government transactions will be introduced within the normal flow of interoperable transactions, via the Interop Hub, by the existing Central Texas Regional Mobility Authority system. Initially and for the purposes of transaction processing, Local Government will function as another location with Central Texas Regional Mobility Authority as the Home Authority. Testing will be consistent with the testing that currently takes place when Interoperable authorities add a new location.

6. MARKETING

6.1 TxDOT will engage in a marketing program to educate the public concerning the use of toll roads and TxTag Transponders and to inform the public regarding the manner in which interested users may establish TxTag accounts.

6.2 Local Government will engage in marketing efforts to educate the public concerning the use of Local Government System facilities, and may direct potential users to the TxDOT Customer Service Center for TxTag account establishment.

6.3 The Parties will coordinate their marketing efforts to ensure that consistent information is being communicated to the public. Each Party will discuss at the quarterly meetings referenced in (3.1) above its marketing activities to the Public Information Officer, Marketing Director, or other designated individual of the other Party.

6.4 Local Government and TxDOT will make readily available to each other currently available statistical data which may be useful in the planning, financing, construction, operation, and marketing of toll facilities. Such information would include, but not be limited to, TxTag penetration rates, TxTag demographic data and TxTag usage trends. Any new data collection approach may result in costs associated with its development.

7. NOTICES

7.1 All notices required under this Agreement, including account information for purposes of wiring funds, will be in writing and sent to:

TxDOT: TxDOT Division Director
TxDOT Texas Turnpike Authority Division
125 East 11th Street
Austin, TX 78701

Local Government RMA Coordinator
Cameron County Regional Mobility Authority
1100 E. Monroe
Brownsville, Texas 78521

7.2 All such notices will be deemed delivered upon the earliest of (i) actual physically receipted delivery, (ii) the next business day in the case of delivery by overnight mail or delivery, (iii) two (2) business days after deposit in the US Postal System if sent by first class mail; or (iv) upon acknowledged receipt by the recipient if sent by electronic mail.

8. SYSTEM ACCESS

8.1 TxDOT will allow read-only access to the TxTag Customer Service Center account management system by one (1) identified Local Government designee, and one (1) identified backup designee. User access information will be provided after each designee is identified and the system access request form and process are completed.

8.2 Local Government will access the customer account management system through one (1) identified computer that is permanently located at Local Government's Brownsville office at the Veteran's Building, 3310 South Expressway 77, Brownsville, Texas 78526. The Customer Service Center account management system will not be accessed by any other computers located within or outside of Local Government's specified Brownsville office.

8.3 Access will only be allowed to designated Local Government employee and/or designated contracted personnel, unless otherwise specifically permitted, in writing, by TxDOT.

8.4 Local Government will use the Customer Service Center system access to exclusively obtain information on TxTag accounts with Local Government transactions.

8.5 TxDOT will provide training and support for Local Government during the Customer Service Center's normal hours of operation.

8.6 TxDOT will conduct periodic audits of Local Government's access usage; Local Government acknowledges that non-compliance with the system access restrictions listed herein will result in the immediate removal and denial of Customer Service Center system access.

9. OPERATIONS

The following Services are to be provided by TxDOT to Local Government on an "as requested" basis.

9.1 As requested by the Local Government, TxDOT shall provide TxTag transponders (both an initial lot and future lots as required to replenish inventory) directly to the Local Government for distribution directly by the Local Government.

9.2 Upon review and approval TxDOT may modify or enhance their business rules or systems as requested by Local Government to better support the Local Government and/or their customers. To the

extent that the Local Government requests that TxDOT modify or supplement their policies or systems, TxDOT agrees to provide an estimate for the work. If agreed to, in advance of the work beginning, Local Government will reimburse TxDOT for reasonable costs actually incurred of implementing any modifications or supplemental business practices.

ATTACHMENT B Budget

The table below provides general guidance for the cost of TxDOT's Marketing and Operational support of Local Government. Actual costs will be based on quantities, durations and the specific scope of services. The particulars shall be determined and agreed upon prior to the procurement of materials or estimated and agreed upon prior to the start of specific support tasks.

Marketing Coordination	One-Time Cost	Monthly Cost	Hrs.	Rate	Notes
Coordination with TTA Marketing Firm	\$2,460		30	\$82	
Develop Marketing Plan	\$3,280		40	\$82	
Implement Strategies	\$2,460		30	\$82	
Event Planning	\$1,640		20	\$82	
Review Media Related Documents	\$1,640		20	\$82	
Develop Retail Options	\$1,968		24	\$82	
Total for Marketing Coordination	\$13,448				

Port of Brownsville	One-Time Cost	Monthly Cost	Hrs.	Rate	Notes
Sell TxTag's at the permit office	\$3,280		40	\$82	
3 Days of Training	\$1,500		56	\$26.34	3 days labor, 2 people, travel
Travel	\$854				
Generator	\$80				
Total for Port of Brownsville	\$5,714				

Special Events	One-Time Cost	Monthly Cost	Hrs.	Rate	Notes
3 Special Events (Staff, travel, Transportation)	\$9,279				\$3,092.84 per 2 CSR's, courier driver, truck, trailer
Port Entrance Special Event	\$3,093				
Total for Special Events	\$12,372				

MSB	One-Time Cost	Monthly Cost	Hrs.	Rate	Notes
Create inserts for PBM	\$2,540				Sherry Matthews Advocacy Costs
Total for MSB	\$2,540				

Website	One-Time Cost	Monthly Cost	Hrs.	Rate	Notes
Update Website to link SH 550	\$450				Sherry Matthews Advocacy Costs
Total for Website	\$450				

Interoperability	One-Time Cost	Monthly Cost	Hrs.	Rate	Notes
Cost to add Local Government as new Central Texas Regional Mobility Authority Roadway					
Call Center Support		\$1,844	70	\$26.34	Includes call center coordination
Initial Set-up of TxTag Unregistered Accounts					\$20 per tag with \$20 prepaid tolls
Set-up of new TxTags					monthly or as requested \$20 per tag with \$20 of prepaid tolls
Cash Replenishment Support in Cameron County					Master account will be seeded with \$1,000-\$5,000
Interop Fee					The rate in effect under the Statewide Interlocal Agreement for Toll Interoperability

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

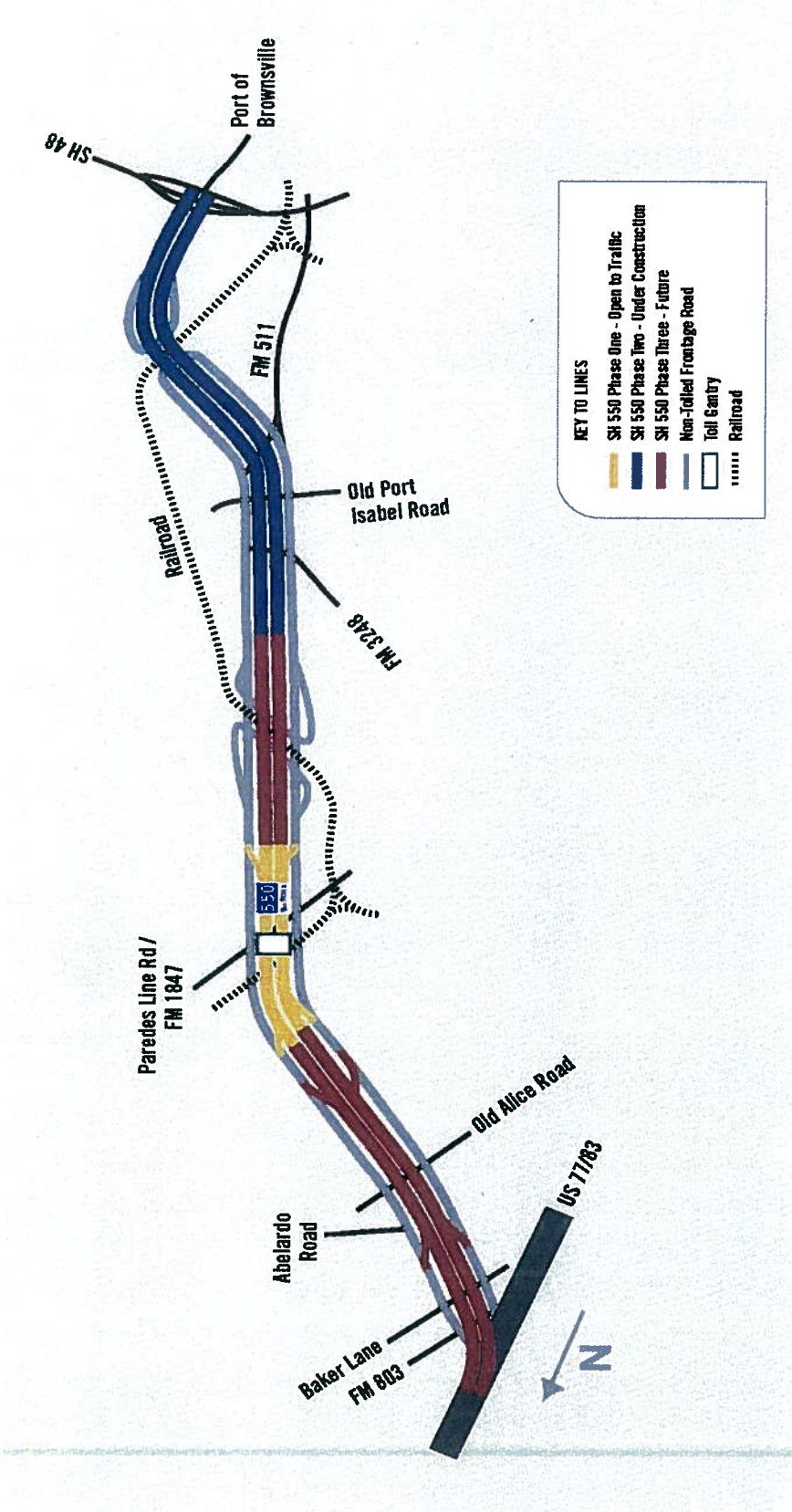
The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

ATTACHMENT D
Resolution or Ordinance

ATTACHMENT E
Location Maps Showing Project



**XI. CONSIDERATION AND APPROVAL OF A RESOLUTION
APPROVING THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AMENDED TOLL POLICIES**

THE STATE OF TEXAS

COUNTY OF CAMERON

RESOLUTION

BE IT RESOLVED THAT ON THE 3RD DAY OF MAY 2011, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN SPECIAL SESSION, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING RESOLUTION WAS OFFERED AND ADOPTED, TO WIT:

**“CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AMENDED TOLL
POLICIES”**

WHEREAS, the Cameron County Regional Mobility Authority adopted Toll Policies on January 14, 2010; and

WHEREAS, the Cameron County Regional Mobility Authority has found it necessary to Amend the Toll Policies for the Toll Collection Operations on the Cameron County Regional Mobility Authority Turnpike System.

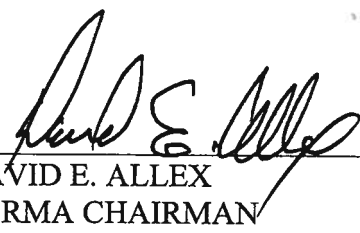
NOW, THEREFORE, BE IT RESOLVED that the Cameron County Regional Mobility has granted its Approval of the Resolution Amending the Cameron County Regional Mobility Authority Toll Policies.

Passed, Approved and Adopted on this 3rd day of May, 2011.

Attest:



RUBEN GALLEGOS, JR.
CCRMA SECRETARY



DAVID E. ALLEX
CCRMA CHAIRMAN

POLICIES AND PROCEDURES
FOR TOLL COLLECTION OPERATIONS
ON THE CCRMA TURNPIKE SYSTEM

SECTION 1. PURPOSE

These Policies and Procedures for Toll Collection Operations (“Policies and Procedures”) are established pursuant to CCRMA Resolution No.____, adopted on January 14, 2010. Under provisions of Chapter 370 of the Texas Transportation Code, CCRMA possesses the authority to designate a turnpike project or a portion of a turnpike project as a controlled-access toll road (Sec. 370.179). These Policies and Procedures establish CCRMA practices and operations for toll collection systems on designated controlled-access toll roads operating within the CCRMA turnpike system, and incorporate provisions of Texas Transportation Code Sec. 370.177 regarding failure or refusal to pay turnpike project tolls and related penalties and offenses.

SECTION 2. DEFINITIONS

CSC	The TxDOT Customer Service Center or its successor(s).
Electronic Toll Tag or Toll Tag	A device that records the usage of a vehicle using a toll road; usually adhered to the windshield of the vehicle, allowing motorists to drive non-stop through designated electronic toll collection lanes. (Electronic Toll Tags are a type of “transponder” pursuant to Texas Transportation Code Sec. 370.178.)
ETC	Electronic Toll Collection.
Video Toll/ Video Billing	A transaction where the customer does not have a valid Toll Tag and the license plate information of the vehicle is utilized to send an invoice to the registered owner of the vehicle.

SECTION 3. EXEMPTION FROM TOLL PAYMENT

Users of CCRMA Toll Facilities shall be required to pay a toll unless they are determined to be exempt under Texas State Statutes or as authorized by the CCRMA Board under the provisions of the Texas State Statutes and as permitted by CCRMA financing documents.

- (a) **Emergency and Military Vehicles:** In accordance with the provisions of Sec. 370.177, 362.901 and 541.201 of the Texas Transportation Code, CCRMA will create technical procedures to ensure that authorized emergency vehicles, as well as state and federal military vehicles, are exempt from paying tolls on the CCRMA toll road system.
- (b) **Public Transportation Vehicles:** As authorized under the provisions of Sec. 370.177 of the Texas Transportation Code and to facilitate a multi-modal transportation system that ensures safe and efficient travel for all individuals in Cameron County, public transportation vehicles with a

carrying capacity of 16 or more individuals that are owned and/or operated on behalf of the Brownsville Urban System shall be exempt from paying tolls on CCRMA toll facilities.

SECTION 4. TOLL INCENTIVES AND DISCOUNTS

To promote the use of CCRMA toll roads and to maximize the use of toll tags on CCRMA facilities, the CCRMA will offer customers incentives and discounts.

- (a) **Discounts for Toll Tag Users:** Customers who pay their toll using a toll tag will receive a discount equal to thirty percent (30%) off of the toll amount Paid-by-Mail toll customers.
- (b) **Incentive Offers:** From time to time the CCRMA may conduct promotions or marketing activities that encourage drivers to use CCRMA toll roads and/or Toll Tag and/or reward customers for such use.
- (c) **SH 550 Toll Introductory Period:** CCRMA shall offer an introductory period after the SH550 Toll Project is constructed and open to traffic of such duration as is determined by the CCRMA Board of Directors. The initial introductory period will allow free usage for all customers.

SECTION 5. CUSTOMER SERVICE AND ACCOUNT POLICIES

The CCRMA intends to utilize TxTAG as its primary Electronic Toll Tag although it will support the use of other Texas Toll Tags through the interoperability hub. TxTAG account set up, maintenance, and customer service will be provided through TxDOT's CSC.

Upon implementation of the CCRMA toll collection system, CCRMA expects that there may be a high percentage of vehicles using a toll road that do not have a toll tag. Although video tolling will be available as described in Section 8, the objective of the toll operations procedures and policies created by the CCRMA is to increase the percentage of toll road customers who establish Toll Tag accounts with the TxDOT CSC. Additionally, because tolling is a new concept for customers in the Cameron County region, it is anticipated to take some time for customers to adjust to the toll road operations, rules and regulations. During a period to be determined by CCRMA staff following the initiation of CCRMA toll collection operations, an incentive based and and customer-friendly approach will be employed towards customers who use the road without paying toll charges. While it is understood that the objective of the CCRMA is to collect revenue and minimize toll violation abuse, CCRMA believes that a supportive approach towards customers who do not pay the toll initially will allow for a period of adjustment as customers begin using the new toll roads, and will create new toll customers for the CCRMA.

The TxDOT CSC will provide customer service to CCRMA customers and will support all operations related to customer Toll Tag account setup, account maintenance and customer service. The efficient operation of the TxDOT CSC is critical to the success of the CCRMA toll collections. The CSC will adhere to the following provisions with respect to customer service.

SECTION 6. TOLLING POLICY FOR PHASES OF CCRMA TURNPIKE PROJECT "UNDER CONSTRUCTION"

- (a) For any phase of a toll project "under construction" as of the date the project is included in Brownsville MPO's then governing transportation plan or transportation improvement program as a toll project or candidate toll project, the authority shall defer the commencement of toll

collection operations on that phase until additional phases of the project are constructed so as to provide continuous uninterrupted travel for a distance, or to a destination, to be designated by the Board of Directors on a project specific basis. The deferral of toll collection operations shall end once the component phases of the project or the designated travel corridor are "substantially complete".

- (b) For purposes of this policy the phrase "under construction" shall mean that a contract has been executed by the authority or TxDOT which provides for roadway construction of a phase of the toll project. The phrase "substantially complete" shall mean that the phase of the toll project is open to traffic for its entire length. Temporary closures due to emergencies or short-term construction or maintenance operations shall not preclude a toll project from being deemed substantially complete.
- (c) The authority may install signage and toll collection equipment on or along a project (or any phase thereof) indicating that toll collection operations are being deferred and that tolls will be collected on the entirety (or any portion) of the project in the future.
- (d) The designation of a project as a toll project or candidate toll project in MPO's then governing transportation plan or transportation improvement program prior to the time it is open to traffic shall preclude the project from being deemed a "conversion" under provisions of the Texas Transportation Code when toll collection operations begin.
- (e) Notwithstanding the foregoing, the CCRMA Board of Directors may, upon receipt of a written request from the Brownsville MPO or from the Commissioners Court(s) of Cameron County, waive this policy and toll a phase of project that is under construction prior to completion of the entirety of the project.

SECTION 7. AUTOMATED ELECTRONIC TOLL COLLECTION (CASHLESS TOLL COLLECTION SYSTEM)

- (a) To the extent authorized revisions have been made to the Policies and Procedures Document, the CCRMA may implement and utilize a toll collection system on any or all of its toll projects whereby all tolls are collected through automated electronic toll collection ("ETC") methods. Under this "cashless" toll collection system, accommodations for cash toll transactions will not be provided. Customers will either obtain and utilize a transponder (currently the TxTag transponder system, or other interoperable transponder system) or utilize the CCRMA video toll collection system.
- (b) The ETC system will be instituted by the CCRMA on its SH 550 Toll Project in a manner and on a schedule to be determined by CCRMA staff and consultants that is deemed to be the most efficient and effective for the Project. Future toll collection facilities for the SH 550 Toll Project will be designed and constructed in a manner consistent with ETC.

SECTION 8. VIDEO TOLLING AND ESTABLISHMENT OF ADMINISTRATIVE FEES

(a) Video Billing Payment Option.

The CCRMA shall offer video billing as another payment option for customers that use toll lanes that require a toll tag. CCRMA, through its Violations Processing and Debt Collection Provider

(the "Collections Contractor"), will use the license plate information of a vehicle that does not have a valid toll tag but is utilizing toll lanes that require a toll tag to determine the registered owner of such a vehicle via an interface with Vehicle Title Registration.

The Collections Contractor will send an invoice to the registered owner of the vehicle and receive payment on behalf of CCRMA. The Collections Contractor will add a 20% additional toll surcharge per toll transaction and a \$1.00 handling fee for each invoice. If the transaction is paid by a charge or debit card, an additional \$2.50 convenience fee will be added, while payment by check will require a \$2.00 convenience fee. The Collections Contractor will retain the additional toll surcharge, handling fee and any convenience fee to cover their cost and forward the toll payments to the CCRMA. An example could be as follows:

Toll	Surcharge	Handling charge	Invoice Total
\$.50	\$.10		
\$.50	\$.10		
<u>\$1.50</u>	<u>\$.30</u>		
\$2.50	\$.50	\$1.00	\$4.00 + any convenience fee

SECTION 9: VIOLATIONS POLICY

Video billing is an enhanced customer service offered by CCRMA. All invoices for video transactions will require payment within thirty (30) days of the date of the invoice. Customers who have at least two (2) delinquent video bills no longer qualify for invoices but shall have all subsequent non-transponder transactions during the pendency of any such delinquency treated as violations and will be sent violation notices for those transactions as well. The Collections Contractor, based on information provided by the CCRMA host computer system will send either an invoice or violation notice to the registered owner of the vehicle associated with the transaction(s). Owners of the vehicle involved may have their video billing privilege reinstated by paying all delinquent fines, fees and tolls.

(a) Establishment of Administrative Fees for Violations Enforcement Through Notices of Non-Payment.

Section 370.177 of the Texas Transportation Code provides for the collection of an Administrative Fee to recover the cost of collecting unpaid tolls by a regional mobility authority such as the CCRMA. The Administrative Fee cannot exceed \$100.00. The CCRMA has determined that such fees may vary depending on how far in the collection process a delinquent account proceeds.

The current Administrative Fee shall be \$15.00 applied at each phase of the collection process. This means that upon issuance of a notice of non-payment, a \$15.00 Administrative Fee shall be collected in addition to the toll and any other fees that are otherwise due.

In the event payment is not received in connection with the first notice of non-payment, and a second notice of non-payment is sent, an additional \$15.00 Administrative Fee shall become due. Therefore, full payment of a second notice of non-payment will require the payment of \$30.00 in Administrative Fees, in addition to all other amounts due.

In the event payment is not received in connection with either the first or second notice of nonpayment, such account shall be considered for collection and an additional \$30.00 Administrative Fee shall become due and the cumulative Administrative Fee shall be \$60.00.

The CCRMA Board recognizes that the amount of the Administrative Fee should be subject to periodic change when collection costs and associated matters are considered. Therefore, the authority to revise the Administrative Fee, or any aspect thereof, is granted to the Executive Director, in consultation with the Director of Operations, and may be revised by written amendment hereto. The CCRMA Board of Directors shall be notified of any such revisions by the Executive Director at the next regularly scheduled Board Meeting after such revision is put into effect.

(b) Violation Enforcement Strategies:

If the collection process does not succeed in obtaining the toll amount and corresponding fees owed, the registered owner of the vehicle may be referred for prosecution. An offense for failure or refusal to pay a toll under Sec. 370.177 of the Texas Transportation Code is a misdemeanor subject to a fine of up to \$250.00 for each offense. If convicted of the offense, a violating customer will be liable for the unpaid toll amount, plus a \$100 administrative fee, plus court costs and a fine of up to \$250.00. In the prosecution of an offense under Sec. 370.177, proof that the vehicle passed through a toll collection facility without payment of the proper toll, together with proof that the defendant was the registered owner of the vehicle when the failure to pay occurred, establishes the nonpayment of the registered owner. The proof may be by testimony of a peace officer or CCRMA employee or representative, video surveillance, or any other reasonable evidence. Under provisions of Sec. 370.177, there are certain exceptions to violation for failure to pay toll regarding rental cars and vehicles sold but for which title has not been officially transferred by TxDOT. In addition, it is a defense to prosecution if the vehicle is stolen prior to the failure to pay a toll, but only if the theft is reported to the appropriate law enforcement agency within the required time period.

(c) Procedures for Disputing Toll Violations:

Customers may dispute an alleged failure to pay toll violation by contacting the CCRMA by walk-in, telephone, regular mail, e-mail, or facsimile.

(d) Appealing a Toll Violation to CCRMA:

The registered owner of a vehicle who has contacted the CCRMA and has been unable to satisfactorily resolve a dispute regarding a toll violation may submit a written appeal. Such appeal shall be for the purposes of providing the CCRMA with the information upon which they base their appeal. The CCRMA may or may not determine that there is any merit to such appeal and is not required to undertake any formal proceedings to make such determination.

**XII. CONSIDERATION AND APPROVAL OF CHANGE ORDER
NO. 1 FOR THE PORT ACCESS ROAD PROJECT**

CAMERON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: McAllen Construction Inc.
2. Change Order Work Limits: Sta. 1517+65.86 to Sta. 1548+14.35
3. Type of Change(on federal-aid non-exempt projects): _____ (Major/Minor)
4. Reasons: 2A, 4B (3 Max. - In order of importance - Primary first)

Project:	<u>Port Access Road</u>
Roadway:	<u>Port Access Road</u>
CSJ:	_____

5. Describe the work being revised:

2A: Differing site conditions. Dispute resolution. This change order resolves a dispute over the earthwork quantities in the contract. The excavation (reduced) and embankment (increased) items are being revised and a new item for additional borrow required is being introduced after review and acceptance of the contractor's revised earthwork submittal (option "B" on contractor correspondence dated 10-18-10).

4B: Third Party Accommodation. Third party requested work. At the request of the Port of Brownsville, this change order adds 63' of 16" steel casing for an 8" water line at Sta. 1530+12.5.

Time granted based on subcontractor production average of 800 C.Y. per day of additional borrow material.

6. Work to be performed in accordance with Items: Borrow (Item 132)
7. New or revised plan sheet(s) are attached and numbered: See Attached
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>3/30/11</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>William R. Callahan</u></p> <p>Typed/Printed Title <u>Proj. Manager</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>1</u> Days added on this CO: <u>9</u></p> <p>Amount added by this change order: <u>\$23,867.17</u></p>
---	--

RECOMMENDED FOR EXECUTION:

[Signature] 3/30/11
Project Manager Date

[Signature] 4/13/11
Construction Observer Date

[Signature] 4/13/11
Design Engineer Date

[Signature] 5-3-11
CCRMA Chairman Date

☒ APPROVED ☐ REQUEST APPROVAL

[Signature] 5-3-11
CCRMA Coordinator Date

☒ APPROVED ☐ REQUEST APPROVAL

Design Engineer's Seal:

See Revised Plans

Project # Port Access Road

CHANGE ORDER NUMBER: 1

TABLE A: Force Account Work and Materials Placed into Stock

[illegible]

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN (\$10,200.25)
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
110-2001	Roadway Exc-avation	CY	\$2.50	12,019.00	\$30,047.50	(4,080.10)	7,938.90	\$19,847.25	
132-2006	Embankment (FNL)(DENS Cont)(Ty C)	CY	\$4.50	16,338.00	\$69,021.00	2,575.60	17,913.50	\$80,610.75	\$11,589.75
9132	Borrow (Additional-PoB Material)(\$2.50 + 5% Subcontractor Compensation)	CY	\$2.62	0.00	\$0.00	6,655.60	6,655.60	\$17,437.67	\$17,437.67
4523-2001	Steel Casing Pipe	CY	\$80.00	62.00	\$4,960.00	63.00	125.00	\$10,000.00	\$5,040.00
TOTALS					\$104,028.50			\$127,895.67	\$23,867.17

MCALLEN CONSTRUCTION, INC.

P.O. Box 3244
McAllen, TX 78502
Ph : 956-686-7819
Fax: 956-686-7824

Letter of Transmittal

To: HNTB CORPORATION
3715 NORTHSIDE PARKWAY, NW
ATLANTA, GA 30327
Ph: 404-946-5732 Fax: 404-841-2820

Transmittal #: 24
Date: 10/18/2010
Job: 210-469 Port Access Road

Subject: Change Request - 1: REVISIONS TO EMBANKMENT

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via the following items:
☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples
☐ Copy of letter ☐ Change order ☐ Specifications ☒ Change Request

Document Type	Copies	Date	No.	Description
Change Request	1	10/18/10	1	REVISIONS TO EMBANKMENT

THESE ARE TRANSMITTED as checked below:

☒ For approval ☐ Approved as submitted ☐ Resubmit ___ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit ___ copies for distribution
☐ As requested ☐ Returned for corrections Via Fax 0 Pages, Including Cover
☐ For review and comment ☐ Other
☐ FOR BIDS DUE ☐ PRINTS RETURNED AFTER LOAN TO US

Remarks: Attached please find the above referenced Change Request based on the revised Cross Sections received on 10/6/10 from HNTB. The quantities of Excavation, Embankment and Borrow material have changed from the Contract Document when compared to the revised Cross Sections. The dollar amounts indicated in the Change Request are based on two (2) options, Option "A" providing the additional Borrow material from a source other than the Port of Brownsville, Option "B" is based on the Borrow material being provided by the Port of Brownsville.

Please review the attached and return a signed a copy to our office indicating acceptance and authorization to proceed.

We would like to schedule a meeting as soon as possible to go over this Change Request in detail, should you feel there are questions regarding the attached document.

Copy To:

From: Callahan, Bill (MCALLEN CONSTRUCTION INC

Signature: _____

MCALLEN CONSTRUCTION, INC.

P.O. Box 3244
McAllen, TX 78502
Ph : 956-686-7819

Change Request

To: HNTB CORPORATION
85 N. E. Loop 410, Suite 304
San Antonio, Texas 78216
Tel (210) 541-1909

Number: 1
Date: 10/18/10
Job: 210-469 Port Access Road
Phone:

Description: REVISIONS TO EMBANKMENT

We are pleased to offer the following specifications and pricing to make the following changes:

Based on the revised Cross Sections received on 10/6/10 from HNTB, the quantities of Excavation, Embankment and Borrow material have changed. The dollar amounts indicated below are based on two (2) options. Option "A" is for providing the additional Borrow material from a source other than the Port of Brownsville, Option "B" is based on the Borrow material being provided by the Port of Brownsville.

Please see the attachment to this Change Request for a detailed breakdown of each of the options listed below.

Please note that McAllen Construction, Inc. will require an extra 15 Working Days for this revision.

OPTION "A"

EXCAVATION	(4,080.10)	\$	2.50	\$ (10,200.25)
EMBANKMENT	2,575.50	\$	4.50	\$ 11,589.75
ADDITIONAL BORROW (IF PROVIDED FROM OFFSITE SOURCE)	6,655.60	\$	5.50	\$ 36,605.80
Sub-Total Change Request Amount				\$ 37,995.30
5% Mark-Up				\$ 1,899.77
Total Change Request Amount				\$ 39,895.07

OPTION "B"

EXCAVATION	(4,080.10)	\$	2.50	\$ (10,200.25)
EMBANKMENT	2,575.50	\$	4.50	\$ 11,589.75
ADDITIONAL BORROW (IF PROVIDED BY PORT OF BROWNSVILLE)	6,655.60	\$	2.50	\$ 16,639.00
Sub-Total Change Request Amount				\$ 18,028.50
5% Mark-Up 5%				\$ 901.43
Total Change Request Amount				\$ 18,929.93

Please sign below and return to our office indicating acceptance and authorization to proceed

Submitted by: Bill Callahan
MCALLEN CONSTRUCTION INC

Approved by: _____
Date: _____

Cc: Juan Galvan (McAllen Construct (Office))

PORT ACCESS ROAD
CHANGE REQUEST 01 - REVISIONS TO CUT AND FILL BASED ON REVISED X-SECTIONS

The following is based on revised quantities ascertained from the Cross Sections received on 10/6/10.

Total Fill	17,913.50
Total Cut	7,938.90
Borrow Required	9,974.60

QUANTITIES PER CONTRACT PLANS

Excavation	12,019.00	\$	2.50	\$	30,047.50
EMBANKMENT	15,338.00	\$	4.50	\$	69,021.00
BORROW	3,319.00	INCLUDED			

QUANTITIES PER REVISED X-SECTIONS

Excavation	7,938.90	\$	2.50	\$	19,847.25
EMBANKMENT	17,913.50	\$	4.50	\$	80,610.75
BORROW	9,974.60				

CHANGE TO CONTRACT AMOUNT BASED ON ONE OF THE FOLLOWING OPTIONS;

OPTION "A"

IF BORROW MATERIAL PROVIDED BY G&T PAVING FROM OFFSITE SOURCE

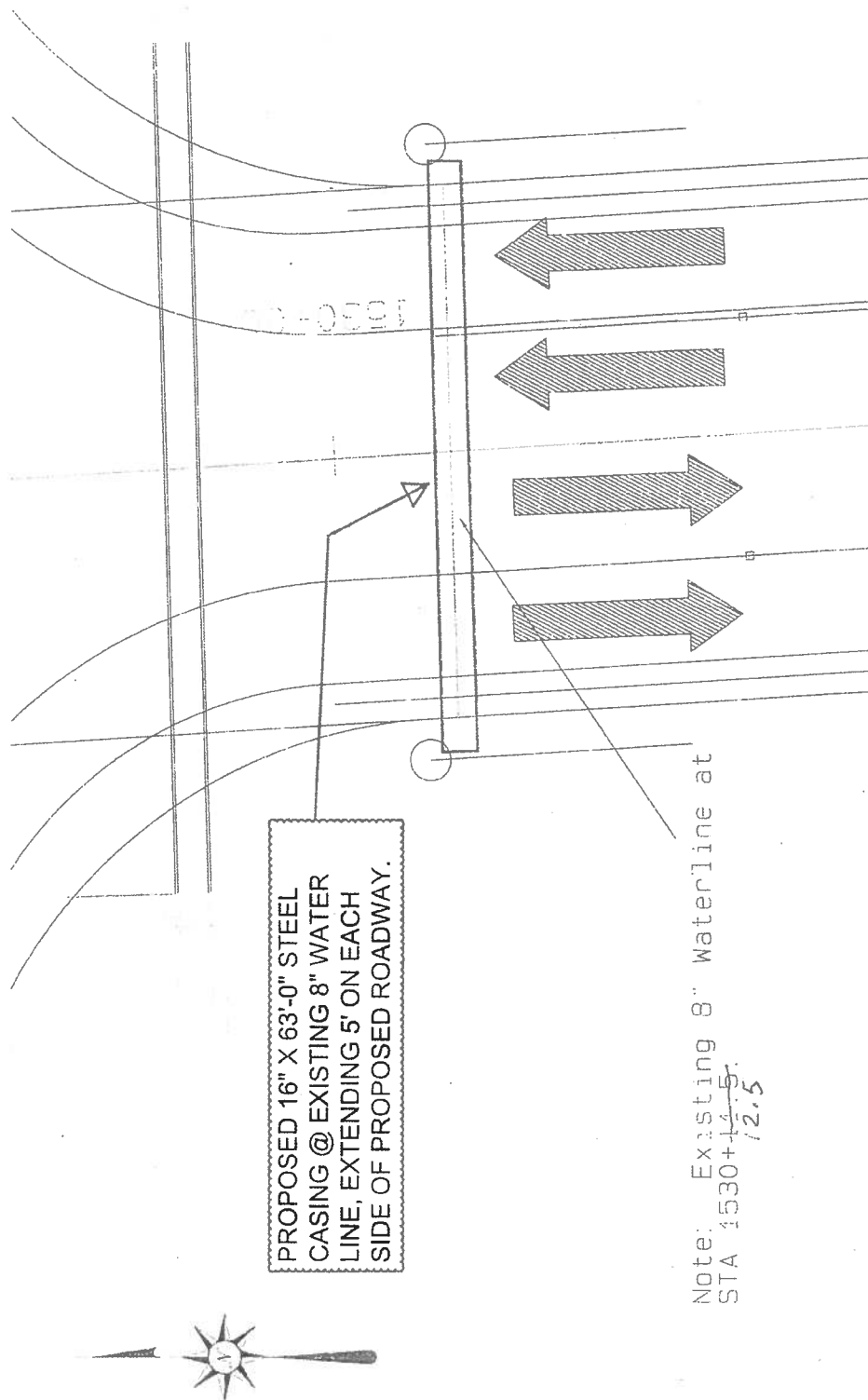
EXCAVATION	(4,080.10)	\$	2.50	\$	(10,200.25)
EMBANKMENT	2,575.50	\$	4.50	\$	11,589.75
ADDITIONAL BORROW (IF PROVIDED FROM OFFSITE SOURCE)	6,655.60	\$	5.50	\$	36,605.80
Sub-Total Change Request Amount					<u>\$ 37,995.30</u>
5% Mark-Up	5%				<u>\$ 1,899.77</u>
Total Change Request Amount					<u>\$ 39,895.07</u>

OR IF BORROW MATERIAL PROVIDED BY THE PORT OF BROWNSVILLE

OPTION "B"

EXCAVATION	(4,080.10)	\$	2.50	\$	(10,200.25)
EMBANKMENT	2,575.50	\$	4.50	\$	11,589.75
ADDITIONAL BORROW (IF PROVIDED BY PORT OF BROWNSVILLE)	6,655.60	\$	2.50	\$	16,639.00
Sub-Total Change Request Amount					<u>\$ 18,028.50</u>
5% Mark-Up	5%				<u>\$ 901.43</u>
Total Change Request Amount					<u>\$ 18,929.93</u>

ATTACHMENT TO RFI 08 ;Proposed 16" Steel Casing Location and Length



Note: Existing 8" Waterline at
STA 1530+~~12.5~~
12.5

**XIII. CONSIDERATION AND APPROVAL OF CHANGE ORDER
NO. 3 FOR THE PORT ACCESS ROAD PROJECT**

CAMERON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

1. CONTRACTOR: McAllen Construction Inc.
2. Change Order Work Limits: Sta. _____ Project Limits _____
3. Type of Change (on federal-aid non-exempt projects): _____ (Major/Minor)
4. Reasons: 2G, 4B (3 Max. - In order of importance - Primary first)

Project: Port Access Road
Roadway: Port Access Road
CSJ: _____

5. Describe the work being revised:

12 additional days added to the contract for the following reasons:
2G: Unadjusted utility (unforeseeable) - Road work between main railroad tracks and Foust Rd. impacted by Port of Brownsville removal of two abandoned manholes (4 days) and by an existing waterline that also needed to be addressed (4 days).
4B: Third Party request for work - Time for coordination and installation of a 16" steel casing requested by the Port of Brownsville for a water line along south side of old SH 48 (4 days).

6. Work to be performed in accordance with Items: _____
7. New or revised plan sheet(s) are attached and numbered: Contractor Request & Engineer Response
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item _____ No. _____, Special Specification Item _____ are attached.

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

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>3-25-11</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>James Eckhardt</u></p> <p>Typed/Printed Title <u>VP</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>2</u> Days added on this CO: <u>12</u></p> <p>Amount added by this change order: <u>\$0.00</u></p>
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RECOMMENDED FOR EXECUTION:

[Signature] 3/25/11
Project Manager
Construction Observer Date

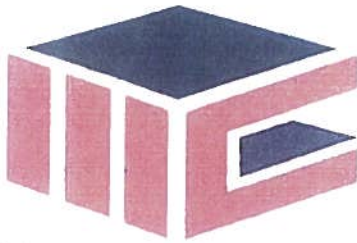
[Signature] 4/1/11
Design Engineer Date

Design Engineer's Seal:

See Revised Plans

[Signature] 5-3-11
CCRMA Chairman Date
☒ APPROVED ☐ REQUEST APPROVAL

[Signature] 5-3-11
CCRMA Coordinator Date
☒ APPROVED ☐ REQUEST APPROVAL



MCALLEN
CONSTRUCTION
BUILDING WITH INTEGRITY

March 11, 2011

Mr. Rosendo Garcia
L&G Engineering
900 S Stewart Road, Suite 9
Mission, Texas 78572

Re: **Port Access Road**
Contract Time

Dear Mr. Garcia,


There are several items that pertain to additional time on the above referenced project that we have been reviewing and would like to address for your consideration at this time. The following is re-cap of the items that have not been submitted to date that we feel warrant additional time to the Project as noted below.


1. There were several RFI's issued that noted the Schedule Impact was "TBD" (To Be Determined).
 - a. RFI 03 – Composite Railroad Crossing; requested clarification regarding which rails would actually be replaced, details on how to prepare the subgrade, specifications on ballast material and the existing and proposed elevations of the tracks. Additional Time Requested; 4 Working Days
 - b. RFI 05 – Existing Waterline @ STA 1540+09.86; There was an existing waterline that was not shown on the plans that delayed progress. Additional Time Requested; 4 Working Days
 - c. RFI 06 – Existing Manhole @ STA 1540+28; There was an existing manhole discovered during excavation of the roadway which required re-sequencing and disrupted the normal flow of work. Additional Time Requested; 4 Working Days
 - d. RFI 07 – 2nd Existing Manhole; There was a 2nd existing manhole discovered next to one referenced in RFI 06 that also required removal prior to work proceeding. Additional Time Requested; 3 Working Day
 - e. RFI 08 – 16" Steel Casing at existing 8" water line; The coordination and installation of this casing delayed progress, but time was not increased. We were not sure at the time how this would affect the project, but time should be added for the delay encountered. Additional Time Requested; 5 Working Days




Summary of Comments on 110300 LTR Time Extension Port Access RoadA.pdf


Page: 1

 Number: 1 Author: jberry Subject: Sticky Note Date: 3/22/2011 4:32:52 PM
You have a rail sub on this project. They could have answered all of your questions and given you guidance regarding these issues.

 Number: 2 Author: jberry Subject: Sticky Note Date: 3/22/2011 4:33:05 PM
Okay grant four days here.

Number: 3 Author: jberry Subject: Sticky Note Date: 3/22/2011 4:04:58 PM
Okay grant four days here.

 Number: 4 Author: jberry Subject: Sticky Note Date: 3/22/2011 4:33:23 PM
you got four days for the first one that should be plenty for both.

 Number: 5 Author: jberry Subject: Sticky Note Date: 3/22/2011 4:33:35 PM
There were some delays here that were certainly beyond the contractors control. Grant four days.



- f. RFI 09 – Open area @ Inspection Lane; The POB requested that the open area between the Inspection Lane and regular concrete paved area be filled in with 12" concrete paving. This is currently under way as a contract "over-run" item. Due to the additional coordination required, the activity was delayed. Additional Time Requested; 4 Working Days



2. Miscellaneous conditions for consideration of time.

- a. The Cross slopes at the Railroad Crossing were not clearly indicated, with the exception of a note on P&P sheets indicating to either "Begin or End cross slope trans. (Match Railroad Cross Slope)", also the Proposed Typical Sections do not address the cross slopes at the railroad crossings. In order to continue with paving, G&T has elected to rework the areas and install the cross slopes at their own cost. Coordination and engineering of this area delayed the start of the paving in general. Based on this, the start of the HMAC delayed. Additional Time Requested; 15 Working Days

In closing, the above referenced time extensions would be at no additional cost to the owner. Please let us know if the above is acceptable.

Sincerely,

William R. Callahan

CC: Pete Sepulveda - CCRMA
Bryce Turentine – HNTB
Jimmy Berry – HNTB
Robert Mancheska – L&G

Number: 1 Author: jberry Subject: Sticky Note Date: 3/22/2011 4:33:44 PM

This delay was created when the contractor started discussing the issue with the port. If you had proceeded with the construction as designed, we could have reached the same result without any delays.

Number: 2 Author: jberry Subject: Sticky Note Date: 3/22/2011 4:33:57 PM

You have a rail sub on your team. If you had discussed this with him or asked for help, this problem would have been resolved immediately. No time.

**XIV. CONSIDERATION AND APPROVAL OF AWARDING BID
FOR BANK DEPOSITORY SERVICES**

IBC

7 day banking

NSF 29.00, 1st 20 n/c

payroll card

positive pay

15 locations

Wall st journal tbill asked rate

Dep >, < \$100,000 will use Tbill asked rate

pay int on collected bal based on 91day T Bill+.10 basis pts
(growth restricted to <.25 incr over 3 mo period)

BBVA

accts stand alone for NSF ,38.00

ok

ok

pledge sec less FDIC ins amt
will use LIBOR rate for CD, (recommen
interest will be paid on 1 month LIBOR

London Inter Bank Offer Rate = interest rate that banks charge each other for loans, fixed once each day but rate ch

BBVA will use LIBOR rate for interest earnings, IBC will use Tbill asked rate



MEMORANDUM

To: RMA Board of Directors
From: Pete Sepulveda, Jr. *PSS*
RMA Coordinator
Date: April 29, 2011
Subj: Bank Bid Award

Be advised that we received two bids for bank depository services. BBVA Compass Bank and International Bank of Commerce (IBC) both submitted bids. Staff has reviewed both bids that were submitted and both met the specifications and requirements in the bid package.

My recommendation is for the Board to award the bid for bank depository services to IBC and authorize staff to negotiate a contract with IBC.

If you have any questions, let me know.

**XV. CONSIDERATION AND APPROVAL OF CHANGE ORDER
NO. 5 FOR THE SH 550 PROJECT**



MEMORANDUM

TO: Hector Gonzalez, P.E.
Saul Munoz, P.E.

DATE: 4/6/2011

FROM:  Arnold Cortez, P.E. 

SUBJECT: District: Pharr
Project: STP 2009 (662) ES
CSJ: 3622-01-001, ETC
HWY: SH 550
County: Cameron

Enclosed for your review is change order # 5 on the above-mentioned project. Change order # 5 is for an extra haul road on the mitigation reestablishment site on Long Island. The planned mitigation site is located near Port Isabel, approximately 18 miles away from SH 550.

During construction, the Army Corp of Engineers visited the mitigation site on Long Island and decided to change the disposal placement area in order to preserve the existing vegetation and to prevent disposal material from blowing away, disturbing nearby resident homes. The new disposal placement area was not accessible through the 25 ft construction access corridor called on original plans. Therefore, contractor had to build 1,385 ft of additional haul road to access the new disposal placement area located just north of mitigation site. No time is added by this change order.

The proposed unit bid price is being introduced and accepted based on the contractor's existing haul road price. The contractor's new haul road price is less than original price for the construction of the 25 ft access corridor.



CHANGE ORDER NBR.

5

REPORT DATE: 04/06/11

CONTRACT ID: 362201001
PROJECT: STP 2009(662)ES
CONTRACT: 03103002
AWARD AMOUNT: \$34,161,741.40
PROJECTED AMOUNT: \$34,357,241.40
CONTRACTOR: ANDERSON COLUMBIA CO., INC.

HIGHWAY: SH 550
DISTRICT: 21
COUNTY: CAMERON
AREA ENGINEER: Arnoldo Cortez
AREA NUMBER: 055

Functions:

- ☒ Extra Work
☐ Zero Dollar
☐ Overrun/Underun
☐ Time Adjustment
☐ Force Account
☐ Final Quantity
☐ Change Project Limits
☐ Delete/Add CSJ

CO AMOUNT: \$18,046.55
CO TYPE: FED LETTER OF AUTH - MINOR - PART
3RD PARTY AMOUNT: \$0.00
APPRV LEVEL: Area Engineer

DESCRIPTION: EXTRA HAUL ROAD
REASON: 4B - 4B-3RD PARTY REQUEST FOR ADDITIONAL WORK
SECONDARY REASON(S):

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

Enclosed for your review is change order # 5 on the above-mentioned project. Change order # 5 is for an extra haul road on the mitigation reestablishment site on Long Island. The planned mitigation site is located near Port Isabel, approximately 18 miles away from SH 550.

During construction, the Army Corp of Engineers visited the mitigation site on Long Island and decided to change the disposal placement area in order to preserve the existing vegetation and to prevent disposal material from blowing away, disturbing nearby resident homes. The new disposal placement area was not accessible through the 25 ft construction access corridor called on original plans. Therefore, contractor had to build 1,385 ft of additional haul road to access the new disposal placement area located just north of mitigation site. No time is added by this change order.

The proposed unit bid price is being introduced and accepted based on the contractor's existing haul road price. The contractor's new haul road price is less than original price for the construction of the 25 ft access corridor.

See SH#584, & 584A.

ADDITIONAL TIME NOT NEEDED

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

THE CONTRACTOR

BY: _____ DATE _____

TYPED/PRINTED NAME: _____ DATE _____

TYPED/PRINTED TITLE: _____ DATE _____

AREA ENGINEER: _____ DATE _____

AREA ENGINEER'S SEAL: _____ DATE _____

DISTRICT ENGINEER: _____ DATE _____

DIRECTOR, CONSTRUCTION DIVISION: _____ DATE _____

AED For Eng. Operations: _____ DATE _____

FHWA: _____ DATE _____

CONTRACT ID

362201001

CHANGE ORDER NBR. 5

CONTRACT ITEMS

PROJECT NBR

362201001

CATG NBR	LINE ITEM	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
001	0882	96082005		UNIQUE CHANGE ORDER ITEM 5	DOL	13.03000	0.000	1,385.000	1,385.000	\$18,046.55

CO DESCR
NEW ITEM# CO#5 (LF)

ADDTL CO DESCR 1
EXTRA HAUL ROAD TO NEW DISPOSAL PLACEMENT AREA

CHANGE ORDER AMOUNT \$18,046.55



Anderson Columbia Co., Inc.

P.O. Box 565 • Weslaco, TX 78599

March 30, 2011

Mr. Arnold Cortez, P.E.
San Benito Area Engineer
1120 E. 77 Sunshine Strip
San Benito, TX. 78586

Re: Additional Haul Road due to New Placement Area
SH550, Cameron County
STP 2009(662)ES

Mr. Cortez,

Anderson Columbia Company, Inc. is submitting the attached pricing for 1,385 LF of additional haul road that was installed due to the placement area being changed at the mitigation site.

Please call with any questions. Thank you.

Respectfully,

ANDERSON COLUMBIA CO., INC.

38

Brian C. Sabala
Project Manager

2210 N. Vo-Tech Dr • Weslaco, TX 78596
Phone: 956-969-4614 • Fax: 956-968-0982

ANDERSON COLUMBIA CO., INC.
CHANGE ORDER
PROJECT NO.: STP 2009 (662) ES
CSJ: 3622-01-001
CAMERON COUNTY, SH 550

11-Mar-11

ACCI JOB NUMBER: 90105

REQUEST FOR CO#5

Desc.: Construct new Haul Road
Sub-Contractor

1,385 Inft

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Cost</u>	<u>Markup 5%</u>		
Construct New Haul Road	1385	Inft	\$12.29	\$17,018.06	\$850.90	=	\$17,868.96

Bond

<u>Description</u>		<u>Unit Cost</u>	<u>Markup 1%</u>		
Bond		\$17,868.96	\$178.69	=	\$18,047.65

\$18,047.65

Total:	\$18,047.65
--------	-------------

ADDITIONAL WORKING DAYS: 6

PRICE/LF = 18047.65/1385LF = \$13.03 PER LF



March 25, 2011

Mr. Brian Sabala
Project Manager – Texas Division
Anderson Columbia Co., Inc.
PO Box 565
Weslaco, TX 78599

Ref: Additional Haul Road at New Disposal Site
SH 550, Cameron County
STP 2009(662)ES

Mr. Sabala,

The additional costs associated with the new haul road at the new
placement site are as follows:

1. Additional Haul Road.....\$17,018.06

Total change order request\$17,018.06

Attached are the line item breakdown as requested. Questions or comments,
please feel free to call.

Sincerely,

Brad Schwarz

ROVAN, LLC
CHANGE ORDER

25-Mar-11

ACCI JOB NUMBER: 90105

Additional haul road associated with new placement site 1,385 Inft

LABOR (Rates include payroll taxes & insurance)

Description	Hourly Rate	Overtime Rate	Regular Hours	Overtime Hours	Gross Pay	P/R Taxes 55%	Markup 25%	
1 Bulldozer Operator	11.00	16.50	40.00	0.00	440.00	242.00	110.00	792.00
1 Dump Truck Oper #1	9.00	13.50	20.00	29.50	578.25	318.04	144.56	1,040.85
1 Dump Truck Oper #2	9.00	13.50	40.00	0.00	360.00	198.00	90.00	648.00
1 Dump Truck Oper #3	9.00	13.50	8.42	12.58	245.61	135.09	61.40	442.10
								2,922.95

EQUIPMENT

Description	Blue Book Hourly Rate	Equipment Hours	Equipment Cost	Markup 15%		
1 Pickup(Crew)	24.47	30.00	734.10	110.12	=	844.22
1 Bulldozer	35.46	40.00	1418.40	212.76	=	1,631.16
1 Articulated Dump Truck #1	91.44	49.50	4526.28	678.94	=	5,205.22
1 Articulated Dump Truck #2	91.44	40.00	3657.60	548.64	=	4,206.24
1 Articulated Dump Truck #3	91.44	21.00	1920.24	288.04	=	2,208.28
						<u>14,095.11</u>

MATERIALS

Description	Quantity	Unit	Unit Cost	Material Cost	Markup 25%		
N/A	0		0.00	0.00	0.00	=	<u>0.00</u> 0.00

TOTAL COST \$ 17,018.06

UNIT PRICE \$12.29 Inft

*** ADDITIONAL WORKING DAYS: 6

Note: work performed from 10/11 thru 10/16 2010.

Certified Payroll Report

Contractor ROVAN L.L.C.
P.O. BOX 41
MERCEDES, TX 78570

Project
SH 550 Mitigation
4010 Retama Drive
Brownsville, TX 78521

Project/Contract #
Payroll Number 9
For Week Ending 10/16/2010

Employee Name	ID	Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Gross Pay	Job Pay	Fringe Rate	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Total Deduct	Net Pay
				Sun	Mon	Tue	Wed	Thu	Fri	Sat													
Federico Gutierrez	8815	Dump Trk Driver	RT	10	11	12	13	14	15	16	20.00	20.00	9.00	578.25	0.00	0.00	758.25	47.01	10.99	14.00	0.00	0.00	686.25
			OT				13.50	6.50			29.50	29.50	13.50										
Silvestre Saenz	3269	Excavator Operator	RT								3.00	3.00	13.00	438.75	0.17	919.75	57.02	13.34	87.00	0.00	0.00	137.36	782.39
			OT								20.50	20.50	19.50										
Adrian Cavazos	0831	Excavator Operator	RT								3.00	15.54	12.50	343.50	0.00	884.38	54.83	12.83	20.00	0.00	0.00	87.66	796.72
			OT								20.50	7.96	18.75										
Hector Zepeda	9067	Common Laborer	RT								20.50	20.50	9.00	306.00	0.00	481.50	29.85	6.98	0.00	0.00	0.00	36.83	444.67
			OT								9.00	9.00	13.50										
Benito Rodriguez	6737	Scraper Operator	RT								40.00	40.00	11.00	440.00	0.00	695.75	43.13	10.08	15.00	0.00	0.00	68.21	627.54
Francisco J Garcia JR	6114	Excavator Operator	RT								40.00	40.00	11.50	986.13	0.00	986.13	61.14	14.29	9.00	0.00	0.00	84.43	901.70
			OT								30.50	30.50	17.25										
Jose A Saldaña	1348	Common Laborer	RT								30.00	30.00	8.75	380.67	0.00	468.17	29.02	6.79	6.00	0.00	0.00	41.81	426.36
			OT								9.00	9.00	13.13										
Jose L Lozano	5365	Common Laborer	RT								30.00	30.00	8.25	358.92	0.00	441.42	27.37	6.40	0.00	0.00	0.00	33.77	407.65
			OT								9.00	9.00	12.38										
Juventino Espinoza	5017	Bulldozer Operator	RT								40.00	40.00	11.00	440.00	0.00	695.75	43.14	10.09	54.00	0.00	0.00	107.23	588.52
Alejandro Gamez	9637	Common Laborer	RT									35.00	8.50	478.00	0.12	544.00	33.73	7.88	60.00	0.00	0.00	101.61	442.39
			OT								14.00	14.00	12.75										
Jose H Bustos	3241	Common Laborer	RT								40.00	40.00	9.00	582.75	0.00	582.75	36.13	8.45	10.00	0.00	0.00	54.58	528.17
			OT								16.50	16.50	13.50										
Javier Pila	3082	Dump Trk Driver	RT								40.00	40.00	9.00	360.00	0.00	569.25	35.29	8.26	64.00	0.00	46.88	154.43	414.82
Juan J Barroso	5439	Common Laborer	RT								11.50	11.50	8.10	193.39	0.00	585.00	36.27	8.49	45.00	0.00	102.69	192.45	392.55
			OT								8.25	8.25	12.15										
Domingo Montoya	7192	Common Laborer	RT								40.00	40.00	8.50	340.00	0.00	537.63	33.33	7.79	0.00	0.00	0.00	41.12	496.51
Julius Diaz	9553	Lowboy Driver	RT								4.00	4.00	12.00	48.00	0.00	468.00	29.02	6.79	0.00	0.00	-220.00	-164.19	652.19
Ronald B. Nunn	4430	Mechanic	RT									0.00	0.00	302.25	0.00	944.13	58.54	13.69	32.00	0.00	0.00	164.23	779.90
			OT								15.50	15.50	19.50										
Tereso DJ Rodriguez	3672	Dump Trk Driver	RT								8.42	8.42	9.00	245.62	0.00	529.87	32.86	7.68	47.00	0.00	0.00	87.54	442.33
			OT								12.58	12.58	13.50										

\$1623.87

EXHIBIT 2A

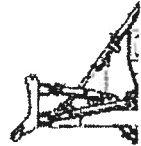


For Further Details
See Equipment Information

Tues

Caterpillar D5H (disc. 1990) Standard Crawler Dozers

Size Class:
Net Hp: 105 - 129 HP
Weight:
26,641 lbs.



[Compare Similar Models](#)

Configuration for D5H

Power Mode: Diesel
Operator Protection: ROPS
Dozer Type: Net Horsepower:
Power Angle Tilt: 120.0

Equipment Notes: Includes dozer blade and operator protection as listed.

Blue Book Rates

Rate Effective Dates: ☒ Always Use Current Rate

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs
	Monthly	Weekly	Daily	Hourly	Hourly
Published Rates	\$4,695.00	\$1,315.00	\$330.00	\$50.00	\$35.45
Adjustments					
Region (Texas: 88.9%)	-\$521.15	-\$145.97	-\$36.63	-\$5.55	
Model Year (-1: 100%)	-	-	-	-	
Ownership (100%)	-	-	-	-	
Operating (100%)	-	-	-	-	
Total:	\$4,173.85	\$1,169.03	\$293.37	\$44.45	\$35.45

For details, see Rate Element Allocation

Adjustments

Default Settings

Model Year Always Use Oldest Year

Region Texas
Canadian Regions Alaskan Regions

User Defined

Ownership 100.0 %

Operating 100.0 %

[Adjust Rates](#)

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	32%	\$1,502.4
Overhaul (ownership)	51%	\$2,394.4
CFC (ownership)	9%	\$422.5
Indirect (ownership)	8%	\$375.6
Fuel (operating) @ \$3.08	44%	\$15.5

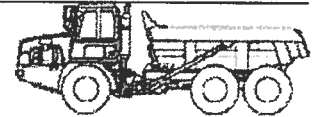
EXHIBIT 2B



The Complete Source
for Equipment Information

Tuesday, Nov 30, 2010

Volvo A25D 6X6 (elec. 2008)
Articulated Rear Cumps



Size Class:

Rated Tonnage Capacity: 20 - 25 MTons

Weight:

47,531 lbs.

[Compare Similar Models](#)

Configuration for A25D 6X6

Power Mode:

Diesel

Rated Payload:

24.0 MT

Body Capacity (Struck - Heaped):

15.3 - 19.6 cy

Axle Configuration:

6 X 6

Net Horsepower:

303.0

Blue Book Rates

Rate Effective Dates:

printable report

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs		FHWA Rate **
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly	
Published Rates	\$8,640.00	\$2,420.00	\$605.00	\$91.00	\$42.35	\$91.44	
Adjustments							
Region (100%)	-	-	-	-			
Model Year (100%)	-	-	-	-			
Ownership (100%)	-	-	-	-			
Operating (100%)	-	-	-	-			
Total:	\$8,640.00	\$2,420.00	\$605.00	\$91.00	\$42.35		\$91.44

For details, see Rate Element Allocation

Adjustments

Default Settings

Model Year

Region

Canadian Regions Alaskan Regions

User Defined

Ownership %Operating %
[Adjust Rates](#)

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	40%	\$3,456.00 / mo
Overhaul (ownership)	45%	\$3,888.00 / mo
CFC (ownership)	8%	\$691.20 / mo
Indirect (ownership)	7%	\$604.80 / mo
Fuel (operating) @ \$3.08	44%	\$18.66 / hr

Revised Date: 2nd Half 2010



View Market Trends
Get Expert Advice on Equipment

Tuesday, Oct 19, 2010

On-Highway Light Duty Trucks Miscellaneous Models

Size Class:
300 HP & Over

Configuration for On-Highway Light Duty Trucks

Power Mode:	Gasoline	Cab Type:	Crew
Axle Configuration:	4X2	Ton Rating:	1
Horsepower:	300.0		

Blue Book Rates

Rate Effective Dates: ☒ Always Use Current Rate

[printable report](#)

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

Published Rates	Ownership Costs				Estimated Operating Costs	FHWA Rate **
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$880.00	\$245.00	\$61.00	\$9.00	\$20.05	\$25.05
Adjustments						
Region (Texas: 91.4%)	-\$75.68	-\$21.07	-\$5.25	-\$0.77		
Model Year (2006: 96.8%)	-\$25.74	-\$7.17	-\$1.78	-\$0.26		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$778.58	\$216.76	\$53.97	\$7.97	\$20.05	\$24.47

For details, see Rate Element Allocation

Adjustments

Default Settings

Model Year 2006
Region Texas
Canadian Regions Alaskan Regions
User Defined
Ownership 100.0 %
Operating 100.0 %

[Adjust Rates](#)

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	57%	\$501.60 / mo
Overhaul (ownership)	26%	\$228.80 / mo
CFC (ownership)	7%	\$61.60 / mo
Indirect (ownership)	10%	\$88.00 / mo
Fuel (operating) @ \$2.85	81%	\$16.24 / hr

Revised Date: 2nd Half 2010

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Email: customerservice@equipmentwatch.com
Version: 4.1.14A

EXHIBIT 2 D

MITIGATION SITE CONSTRUCTION, PLANTING & ESTABLISHMENT

SH 550

CONTRACTOR'S BREAKDOWN @ BID DAY (SEE SH#583)

Schedule of Estimated Quantities

		Amount	Unit	Unit Price	Total Bid	% Comp.	Total to Date
1	Planning, Site Staking & Construction Monitoring	30 Months		2,800.00	84,000.00	90%	75,600.00
2	Construction Access : 25' Access Corridor Grading & Rut Repair	2,280 LF		16.00	36,480.00	80%	29,184.00
3	Silt Fencing at Mitigation Site	7,715 LF		3.50	27,002.50	75%	20,251.88
4	Wave Barrier Fencing	2,018 LF		18.00	36,324.00	100%	36,324.00
5	Temporary Berm (installation and removal)	3,500 CY		8.00	28,000.00	90%	25,200.00
6	Replacing Topsoil (as required)	21,595 CY		4.00	86,380.00	95%	82,061.00
7	Articulated Concrete Mat (10' to 12' Width)	3,277 LF		65.00	213,005.00	0%	0.00
8	Bollard and Cable Fencing	2,619 LF		18.00	47,142.00	0%	0.00
9	Piling and Timber Fencing	313 LF		110.00	34,430.00	0%	0.00
10	Restricted Area Sign	5 EA		500.00	2,500.00	100%	2,500.00

@ Mitigation Site

Excavation

11	Hauling	120,000 CY		4.00	480,000.00	97%	465,600.00
11a	Construction Access : 25' Access Corridor Grading, Compaction and Rut Repair	4,850 LF		18.00	87,300.00	97%	84,681.00
11b	Silt Fencing - Placement Area	2,162 LF		3.50	7,567.00	75%	5,675.25
11c	Rough Grade & Smooth Spoils at Placement Area	15 AC		8,400.00	96,000.00	97%	93,120.00

Planting

12	Mangrove Planting	92,892 EA		4.20	390,146.40	0%	0.00
13	Shoalgrass Planting	83,309 EA		3.00	249,927.00	0%	0.00
14	Smooth Cordgrass Planting	56,192 EA		3.00	168,576.00	0%	0.00
15	Saltwort Planting	20,691 EA		2.90	60,003.90	0%	0.00

\$13.62(CO#5) < \$18.00(Bid Day Breakdown)

Monitoring & Replanting

16	Survival Monitoring Site Survey (post 60 day)	1 EA		7,000.00	7,000.00	0%	0.00
17	Replant (less than 50% survival rate at post 60 day)	1 EA		90,000.00	90,000.00	0%	0.00
18	Post-Construction Site Survey & monitoring Reports (6, 12 & 24 months)	3 EA		6,000.00	18,000.00	0%	0.00

2,249,783.80

920,197.13

ACCI bid price is \$2,250,000.00 for the item.

There is no change to this sheet. Include here as a reference. Remove plan sheet number from CO.

ITEM:	Mitigation Site Construction, Planting, & Establishment**	1	Lump Sum
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** The below Schedule of Estimated Quantities are for the Contractor's information only. The items below will not be paid directly and were developed to compile the estimate for Item: Mitigation Site Construction, Planting, and Establishment that consists of a Lump Sum per item.

#	Schedule of Estimated Quantities	Amount	Units
---	----------------------------------	--------	-------

SITE WORK

1	Planning, Site Staking, & Construction Monitoring	30	Months
2	Construction Access: 25' Access Corridor Grading and Post-Construction Rut Repair (Adjacent to Mitigation Site)	2,280	LF
3	Silt Fencing at Mitigation Site	7,715	LF
4	Wave Barrier Fencing	2,018	LF
5	Temporary Berm (Installation and removal)	3,500	CY
6	Replacing Topsoil (As Required)	21,595	CY
7	Articulated Concrete Mat (10' to 12' Width)	3,277	LF
9	Bollard & Cable Fencing	2,819	LF
10	Piling & Timber Fencing	313	LF
11	Restricted Area Sign	5	EA

EXCAVATION

12	Hauling	120,000	CY
12a	Construction Access: 25' Access Corridor w/ Grading, Compaction, and Post-Construction Rut Repair (Running from mitigation site to Placement Area)	4,850	LF
12b	Silt Fencing - Placement Area	2,162	LF
12c	Rough Grade & Smooth Spoils Pile at Placement Area	15	AC

PLANTING

13	Margrove Planting - (92,892 EA)	8.53	AC
14	Shoalgrass Planting - (83,308 EA)	7.85	AC
15	Smooth Cordgrass Planting - (66,192 EA)	5.16	AC
16	Saltwort Planting - (20,691 EA)	1.9	AC

MONITORING & REPLANTING

17	Survival Monitoring Site Survey (post 60 day)	1	EA
18	Replant (less than 50% Survival Rate at post 60 day)	1	EA
19	Post-Construction Site Survey & Monitoring Reports (6, 12, & 24 month)*	3	EA

* To ensure required coverage noted within #5 "Site Monitoring Notes"



HNTB

HNTB Corporation
1001 F Street, Suite 1000
Dallas, Texas 75202-3994
Tel: 214.761.1111 Fax: 214.761.1112

SCALE:
NA

Project No. 0-1000
Texas Department of Transportation
SH 550 MITIGATION
SCHEDULE OF
QUANTITIES
SHEET 3 OF 12

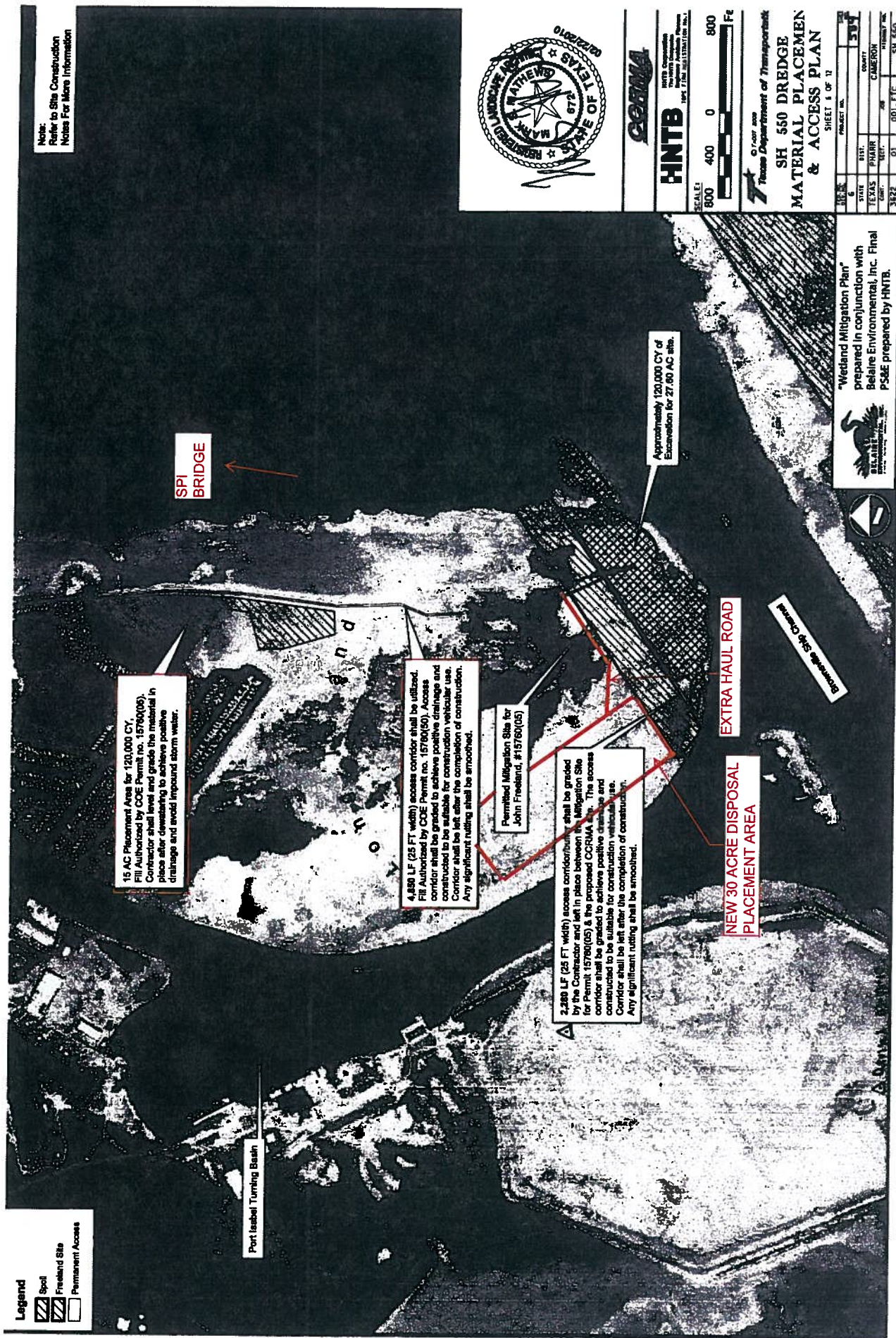
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100	01/11/2010	NA	NA	NA	NA

"Wetland Mitigation Plan"
prepared in conjunction with
Belsire Environmental, Inc. Final
PSE prepared by HNTB.

Legend

-  Spoil
-  Wetland Site
-  Permanent Access

Note:
Refer to Site Construction
Notes For More Information



HNTB

HNTB Corporation
10000 North Loop West
Suite 1000 Houston, Texas 77057
Tel: 281.440.0000
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SCALE: 1" = 400' 0 800
Fe

SH 550 DREDGE MATERIAL PLACEMENT & ACCESS PLAN
SHEET 1 OF 11

PROJECT NO.	354
SHEET NO.	1
DATE	02/22/2010
DESIGNED BY	PHARR
CHECKED BY	CAHILL
APPROVED BY	001, ETC.
PROJECT NAME	SH 550

"Wetland Mitigation Plan" prepared in conjunction with Belaire Environmental, Inc. Final PS&E prepared by HNTB.



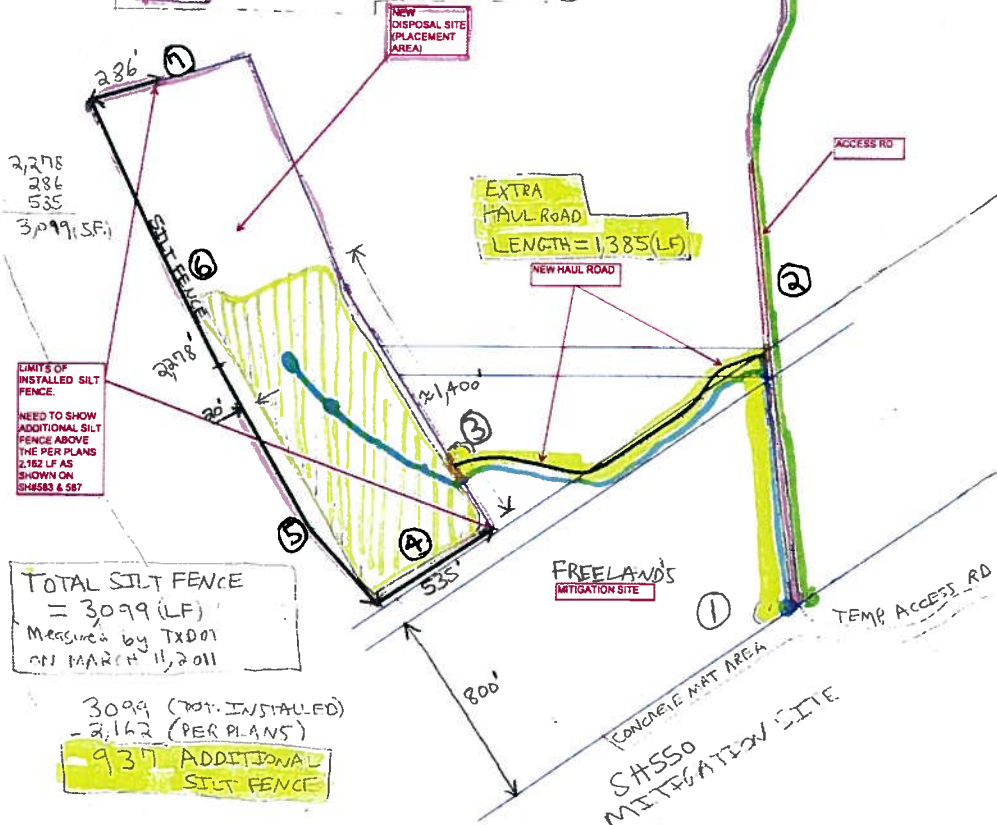
WATER



→ S.P.I.

LEGEND

- HOMES TO BE PROTECTED BY CHANGING DISPOSAL PLACEMENT AREA
- 0.4 MILES
- 0.6 MILES
- 0.5 MILES
- 0.6 MILES
- MANGROVES TO BE PROTECTED
- DISPOSAL LIMITS (IN PLACE)
- ORIGINAL DISPOSAL SITE EMBANK, "PAD" BEFORE ARMY CORP CHANGED PLACEMENT AREA
- NEW DISPOSAL PLACEMENT AREA

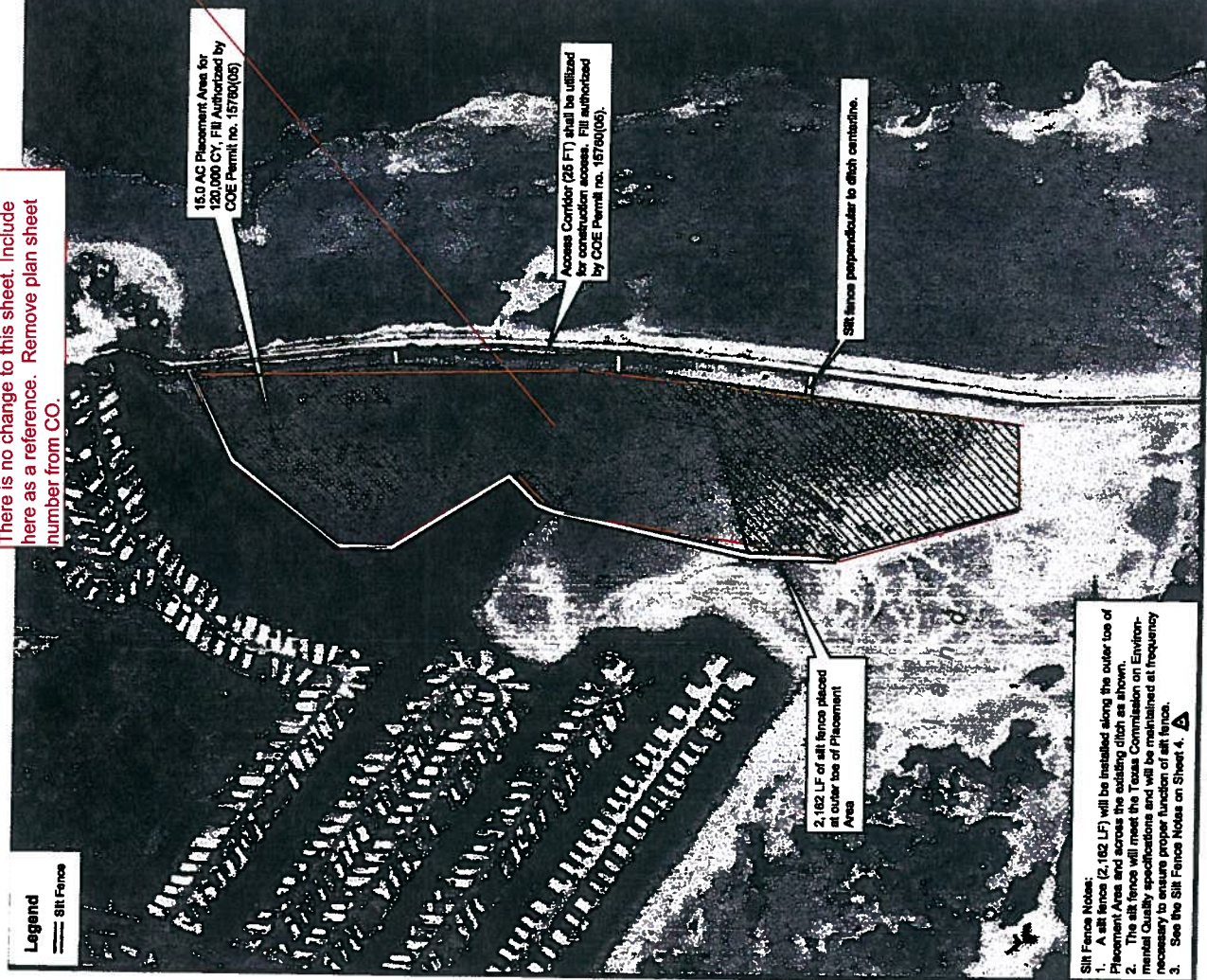


TOTAL SILT FENCE
= 3099 (LF)
Measured by TXDOT
ON MARCH 11, 2011

3099 (NOT INSTALLED)
- 2,162 (PER PLANS)
937 ADDITIONAL
SILT FENCE

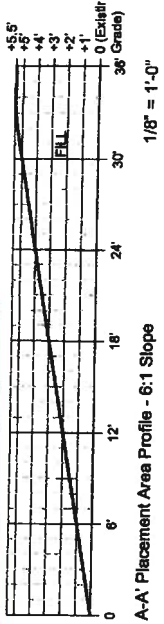
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Legend
 Silt Fence

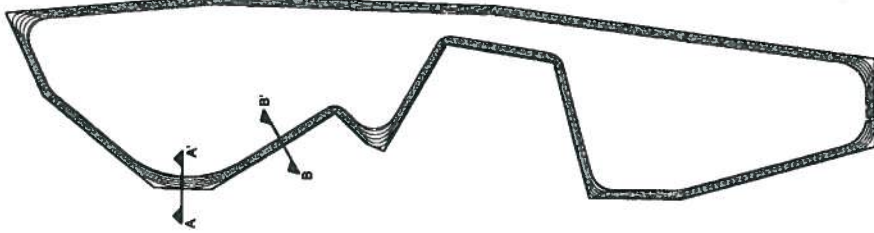
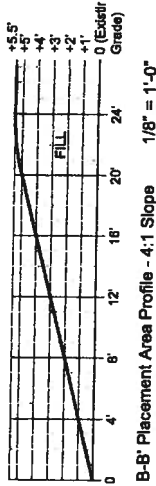


ORIGINAL 15 ACRE DISPOSAL PLACEMENT AREA


A



A



Placement Area Conceptual Grading A



01/22/2010

HNTB

HNTB Inc.
 1400 North Loop West
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 Houston, Texas 77001
 Tel: 713.221.2100

CONNA

CONNA Inc.
 1100 North Loop West
 Suite 1000
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 Tel: 713.221.2100

SCALE: 300 150 0 300

Fe

3000 1500 0 1500

Fe

Project No. 357

State TEXAS

County PHARR

Sheet 3522

Project No. 357

State TEXAS

County CAMERON

Sheet 3522

SH 550 SILT FENCE AT PLACEMENT AREA

THOMAS DEPARTMENT OF TRANSPORTATION

"Wetland Mitigation Plan" prepared in conjunction with Belaire Environmental, Inc. Final PS&E prepared by HNTB.



- Silt Fence Notes:**
1. A silt fence (2,162 LF) will be installed along the outer toe of Placement Area and across the existing ditch as shown.
 2. The silt fence will meet the Texas Commission on Environmental Quality specifications and will be maintained at frequency necessary to ensure proper function of silt fence.
 3. See the Silt Fence Notes on Sheet 4. A

01/22/2010

2

MITIGATION SITE

ORIGINAL ACCESS RD

SPS

03/11/2011

3

← SPI

MITIGATION SITE

END NEW HAUL RD.

NEW
PLACEMENT
AREA

03/11/2011