

THE STATE OF TEXAS           §

COUNTY OF CAMERON       §

BE IT REMEMBERED on the 11<sup>th</sup> 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

\_\_\_\_\_  
DIRECTOR

DAVID N. GARZA  
DIRECTOR

YOLANDA VILLALOBOS  
DIRECTOR

RUBEN GALLEGOS, JR.  
DIRECTOR

JOHN WOOD  
DIRECTOR

MARK ESPARZA  
DIRECTOR

\_\_\_\_\_  
Secretary

MICHAEL SCAIEF  
ABSENT

\_\_\_\_\_  
ABSENT

\_\_\_\_\_  
ABSENT

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The meeting was called to order by Chairman David E. Allex at 11:30 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 May 6, 2011, at 3:36 P.M.

# AGENDA

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

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

**Wednesday, May 11, 2011**

**11:30 AM**

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: May 06, 2011 at 03:36P

Joe G Rivera  
County Clerk  
By  
Hilda Perez, Deputy  
Cameron County

**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 May 3, 2011 Special Meeting**

**III. Consideration and Approval of the Revenue and Expenditure Report for the Month of April 2011**

**IV. Consideration and Approval of contract between the Cameron County Regional Mobility Authority and Straight Energy, LLC**

**ACTION ITEMS:**

**V. Consideration and Acknowledgement of GEC Report for the Month of April 2011**

**VI. Consideration and Approval of First Amendment to Agreement for General Consulting Engineering Services Between Cameron County Regional Mobility Authority and HNTB Corporation**

**VII. Adjournment**

**Signed this 6<sup>th</sup> day of May 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**

## **II. Consideration and Approval of the Minutes for May 3, 2011 Special Meeting**

Mr. Pete Sepulveda, Jr., RMA Coordinator advised the Board that the minutes needed to reflect that on Item XI, the correct percentage was 25% and not 34%.

## **III. Consideration and Approval of the Revenue and Expenditure Report for the Month of April 2011**

**The Report is as follows:**

## **IV. Consideration and Approval of contract between Cameron County Regional Mobility Authority and Straight Energy, LLC**

Mr. Pete Sepulveda, Jr., RMA Coordinator advised the Board that under the terms of service for small commercial customers, Page 2, Number 6, needs to change from 16 days to 30 days, for billing, payment and payment arrangements. Director Villalobos had a question on whether we could contract directly through Green Mountain Energy Company. Mr. Sepulveda explained the process that Staff had gone through and that one bid had been received from a Broker. Director Villalobos also questioned the non recurring fees and charges. Mr. Sepulveda explained that payment will be made through the Auditor's office. Director Villalobos also questioned the limitations of liability and representations and warranties. Ms. Dylbia Vega, Legal Counsel, advised that was standard language that utility companies used in agreements.

**The Contract is as follows:**

Director Wood moved to approve Items II to IV with the changes that were made on the minutes and on the contract with Straight Energy, LLC. The motion was seconded by Director Gallegos and carried unanimously.

## **ACTION ITEMS**

### **V. Consideration and Acknowledgment of GEC Report for the Month of April 2011**

Mr. Pete Sepulveda, Jr., RMA Coordinator introduced the item and passed the item over to Mr. Richard Ridings with HNTB who then introduced Mr. Jimmy Berry with HNTB. Mr. Berry went over a power point presentation on the West Rail Project showing slides of the construction progress the contractor has made on the project. He then went over a power point on the progress of the Olmito Switchyard Project. Attached is the power point presentation. Mr. Berry was questioned on the local hiring of employees by the General Contractor and how to increase the number of local people being hired by the General Contractor.

Mr. Robert Macheska with L&G Engineers went over a power point presentation of the Port Access Road Project. Mr. Macheska stated that the project was substantially complete and had been accepted.

Director Esparza asked about the bridge alignment with Mexico. Mr. Richard Ridings explained the process that was used to determine the crossing point and the fact that surveying coordinates were set and could not change. Mr. Ridings advised that Mr. Sepulveda had taken the lead in setting meetings with Mexico and ensuring that the alignment used was the correct alignment as approved by federal agencies.

Mr. Ridings updated the Board on the status of pending bills for CDA's. Mr. Ridings stated that as of today in the sunset bill in the House, the SPI 2<sup>nd</sup> Access, Outer Parkway and SH 550 are included in the bill. We are pending a conference committee with the Senate to determine if our projects will remain and if additional projects are to be added. Mr. Ridings mentioned that the Chairman Alex, Vice-Chairman Wood and Staff had been traveling to Austin to appear before the Transportation Committees in the House and Senate.

Mr. Ridings and Mr. Sepulveda advised the Board that the Categorical Exclusion process for the overpass in Willacy County was complete and that no requests for a public hearing had been received from the public. The project is fully funded by the Texas Department of Transportation (TxDOT) and would be let on July 8, 2011.

Mr. Sepulveda advised the Board that the 90% plans for SH 550 that HNTB had submitted to TxDOT were sufficient for TxDOT to make a determination that the plans were complete and treated them as 100%. A discussion was held on the Pass Through applications that will be recommended to the Transportation Commission on their May 26<sup>th</sup> meeting. Mr. Sepulveda advised that the Cameron County Regional Mobility Authority submitted one application with multiple projects. Chairman Alex asked that the entire Board be present at the Transportation Commission meeting.

The Board had a discussion on the Transportation Reinvestment Zones (TRZ) as well as funding options for projects that are not included in a legislative bill for CDA authority. Mr. Sepulveda recommended a workshop with the Board to discuss in detail both the TRZ and funding options after the Legislative Session is over. The Board agreed to a workshop in early June.

Chairman Alex, Vice-Chairman Wood and Director Villalobos had questions on some of the projects listed in the GEC report.

Director Garza made a motion to acknowledge the GEC Report for the Month of April 2011. The motion was seconded by Director Villalobos and carried unanimously.

**The Power Presentations is as follows:**

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**VI. Consideration and Approval of First Amendment to Agreement for General Consulting Engineering Services Between Cameron County Regional Mobility Authority and HNTB Corporation**

Mr. Pete Sepulveda, Jr., RMA Coordinator introduced the item and advised the Board that additional information on the GEC contract had been passed out to the Board including Appendix B, Appendix C and a list of Sub-Consultants used per work authorization. Mr. Sepulveda advised the Board that the additional information also included language on the use of local Sub-Consultants. Director Gallegos stated that the language needed to include Prime engineering firms as well. Mr. Sepulveda went over the language in Appendix A, at the bottom of page one.

Mr. Sepulveda mentioned that he had discussed the FAR and overhead rate with the TxDOT District Engineer and that the rate was well within the industry standard used by TxDOT. Mr. Sepulveda also mentioned that Ms. Dylbia Vega, Legal Counsel had reviewed the insurance requirements and they were within the standards used in the industry. Ms. Vega briefly discussed the insurance requirements. Mr. Sepulveda mentioned that the contract was for a three (3) year period, but that it did have a thirty (30) day clause. Director Garza and Director Villalobos mentioned that ultimately the Cameron County Regional Mobility Authority Board of Directors have final authority on the contract.

Director Gallegos thanked the Committee Members, Vice-Chairman Wood, Director Garza and Director Esparza for taking the time to read through the document and suggest changes to the contract. There was a discussion by the Board on local firm participation and how to define local, Cameron County being first, Hidalgo County second and Willacy County be included as well. Director Esparza asked about the employees outlined in Appendix C and which employees were local employees. Mr. Ridings went over the list and outlined the employees that were local.

Director Wood asked about the information provided on the Sub-Consultants and the percentages of work by Sub-Consultant for each work authorization. Chairman Alex made comments on the performance, planning, work authorizations, subletting, compliance with laws, relationship between parties and conflicts of interest.

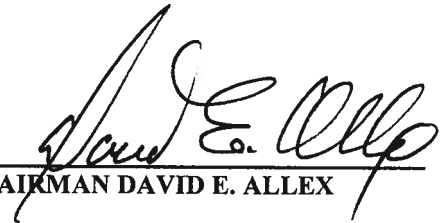
Mr. Sepulveda stated that this language would be added to the GEC contract: The GEC will to the fullest extent possible on existing work authorizations and future work authorizations utilize local Prime and Sub-Consultants, provided they are able to provide the necessary services. The Cameron County Regional Mobility Authority Board of Directors will approve every work authorization, which will include the Prime and Sub-Consultants.

Director Gallegos made a motion to approve the changes discussed to the First Amendment to Agreement for General Consulting Engineering Services between Cameron County Regional Mobility Authority and HNTB Corporation. The motion was seconded by Director Garza and carried unanimously.

## VII. ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Garza seconded by Director Esparza and carried unanimously the meeting was **ADJOURNED** at 1:11 P.M.

APPROVED this 31<sup>st</sup> day of May, 2011.

  
CHAIRMAN DAVID E. ALLEX

ATTESTED:

  
SECRETARY RUBEN GALLEGOS, JR.

**III. CONSIDERATION AND APPROVAL OF THE REVENUE  
AND EXPENDITURE REPORT FOR THE MONTH OF  
APRIL 2011**

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**Cash Disbursement Journal By GL**

1006660

From 04/01/2011 To 04/30/2011

<u>Fund Dept</u>	<u>Lnltm</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Fund Total</u>	<u>Amount</u>
REGIONAL MOBILITY AL										6,256,930.47
10 110	1166	0000158797	LONG CHILTON LLP	00257259	04/25/2011	04/25/2011	P163690	10420		7,000.00
									<b>Check Total</b>	7,000.00
10 110	6014	0000166064	GARCIA,DAVID	00257614	04/27/2011	04/27/2011			<b>Line Item Total</b>	7,000.00
									REIMB. SOFTWARE	159.50
									<b>Check Total</b>	159.50
10 110	6040	0000158797	LONG CHILTON LLP	00257259	04/25/2011	04/25/2011	P163690	10420	<b>Line Item Total</b>	159.50
									<b>Check Total</b>	5,000.00
10 110	6045	0000169678	LAW OFFICE OF DANIEL L RENFRO	00257250	04/25/2011	04/25/2011	P149858	015033	<b>Line Item Total</b>	5,000.00
									<b>Check Total</b>	353.60
10 110	6050	0000166064	GARCIA,DAVID	00256376	04/08/2011	04/08/2011			<b>Line Item Total</b>	353.60
10 110	6050			00256376	04/08/2011	04/08/2011	AUSTIN 3/29-30			119.60
									REIMB. REG. FEE	100.00
10 110	6050			00256826	04/13/2011	04/13/2011	AUSTIN 3/29		<b>Check Total</b>	219.60
									<b>Check Total</b>	239.20
10 110	6050	0000127024	SEPULVEDA,PETE	00256573	04/08/2011	04/08/2011	AUSTIN 3/29-30		<b>Check Total</b>	239.20
10 110	6050			00256573	04/08/2011	04/08/2011	AUSTIN 4/5-6			153.44
									<b>Check Total</b>	376.05
10 110	6050			00257032	04/15/2011	04/15/2011	AUSTIN 4/12-13		<b>Check Total</b>	529.49
									<b>Check Total</b>	690.00
10 110	6059	0000128875	SMITH REAGAN INSURANCE AGENCY	00256576	04/08/2011	04/08/2011			<b>Line Item Total</b>	1,678.29
									00007727/J WOOD	87.50
									<b>Check Total</b>	87.50
10 110	6082	0000154776	BETANCOURT,BLANCA	00257450	04/25/2011	04/25/2011	P156148	APRIL CONTRACT	<b>Line Item Total</b>	87.50
									<b>Check Total</b>	700.00
10 110	6082	0000170187	DEHOYOS, SYLVIA	00257456	04/25/2011	04/25/2011	P156150	APRIL CONTRACT	<b>Check Total</b>	700.00
									<b>Check Total</b>	400.00
10 110	6082	0000089010	GALARZA,MARTHA	00257460	04/25/2011	04/25/2011	P156152	APRIL CONTRACT	<b>Check Total</b>	400.00
									<b>Check Total</b>	800.00

**Report:** CASHDISBFUN  
**User:** HQUELLHO

**Page:** 366

**Time:** 08:09:11  
**Date:** 05/02/2011



**Cash Disbursement Journal By GL**

1101100

From 04/01/2011 To 04/30/2011

<u>Fund Dept</u>	<u>LnItm</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
110 110	6082	0000166064	GARCIA,DAVID	00257462	04/25/2011	04/25/2011	P160934	Check Total APRIL CONTRACT	800.00 6,250.00
110 110	6082	0000169613	PENA,JESUS MARTIN	00257478	04/25/2011	04/25/2011	P156133	Check Total APRIL CONTRACT	6,250.00 200.00
110 110	6082	0000119900	ROBLES,MARIA A	00257481	04/25/2011	04/25/2011	P156149	Check Total APRIL CONTRACT	200.00 450.00
110 110	6082	0000161834	SAN MIGUEL,FRANCISCO	00257483	04/25/2011	04/25/2011	P156144	Check Total APRIL CONTRACT	450.00 300.00
110 110	6082	0000127024	SEPULVEDA,PETE	00257484	04/25/2011	04/25/2011	P160935	Check Total APRIL CONTRACT	300.00 6,250.00
110 110	6082	0000155472	VEGA,DYLBIA JEFFERIES	00257489	04/25/2011	04/25/2011	P156151	Check Total APRIL CONTRACT	6,250.00 1,100.00
110 110	6097	0000169936	BANK OF NEW YORK MELLON TRUST	00256045	04/01/2011	04/01/2011		Check Total Line Item Total SERIES "A" PRINC	1,100.00 16,450.00 33,333.33
110 110	6098			00256045	04/01/2011	04/01/2011		Check Total Line Item Total SERIES "B" INT	33,333.33 33,333.33 84,821.10
110 110	6098			00256045	04/01/2011	04/01/2011		Check Total Line Item Total SERIES "A"	41,564.60 126,385.70 126,385.70
								Dept. Total	190,447.92

# Cash Disbursement Journal By GL

1101116

From 04/01/2011 To 04/30/2011

<u>Fund Dept</u>	<u>Lnltn</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
WEST RAIL GEC SVC									
110 1116 6082		0000170659	MCCARTHY BUILDING COMPANY	00257276	04/25/2011	04/25/2011	P160836	004	1,440,207.05
Check Total									1,440,207.05
Line Item Total									1,440,207.05
Dept. Total									1,440,207.05

**Cash Disbursement Journal By GL**

1101123

From 04/01/2011 To 04/30/2011

<u>Fund Dept</u>	<u>Lnltn</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
110 1123	6082	0000171200	UNION PACIFIC RAILROAD	00257633	04/27/2011	04/27/2011	P163871	UPRR OLMITO	447,226.88
								<b>Check Total</b>	447,226.88
110 1123	6082	0000170135	W T BYLER CO INC	00256851	04/13/2011	04/13/2011	P155669	11-1310-03067	230,947.90
								<b>Check Total</b>	230,947.90
								<b>Line Item Total</b>	678,174.78
								<b>Dept. Total</b>	678,174.78

1101123

<b>From</b>	<b>04/01/2011</b>	<b>To</b>	<b>04/30/2011</b>
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<u>Fund</u>	<u>Dept</u>	<u>LnItem</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
REGIONAL MOBILITY										
11	110	1131	0000164305	REGIONAL MOBILITY AUTHORIZATIO	00257646	04/28/2011	04/28/2011		11001112231/428	200,000.00
									<b>Check Total</b>	200,000.00
									<b>Line Item Total</b>	200,000.00
									<b>Dept. Total</b>	200,000.00
									<b>Fund Total</b>	2,308,829.75

Cash Disbursement Journal By GL

1111100

From 04/01/2011 To 04/30/2011

<u>Fund Dept</u>	<u>LnItem</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
11 1100	6045	0000023490	BREEDEN MCCUMBER & GONZALEZ IN	00256061	04/01/2011	04/01/2011	P160391	91502	1,000.00
									Check Total
									1,000.00
									Line Item Total
									1,000.00
									Dept. Total
									1,000.00

**Cash Disbursement Journal By GL**

1111125

From 04/01/2011 To 04/30/2011

<u>Fund Dept</u>	<u>LnItem</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
11 1125	6082	0000166339	L&G ENGINEERING	00256857	04/13/2011	04/13/2011	P155382	11323747	24,851.19
								<b>Check Total</b>	24,851.19
11 1125	6082	0000090215	MCALLEN CONSTRUCTION	00256834	04/13/2011	04/13/2011	P155459	8	361,502.09
								<b>Check Total</b>	361,502.09
								<b>Line Item Total</b>	386,353.28
								<b>Dept. Total</b>	386,353.28

**IV. CONSIDERATION AND APPROVAL OF CONTRACT  
BETWEEN THE CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY AND STRAIGHT ENERGY, LLC**

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**Enrollment Authorization**  
**between Green Mountain Energy Company and the Legal entity known as:**  
Cameron County Regional Mobility Authority

Sales Rep: Straight Energy, LLC

Fed Tax ID: 39-2050620

Start Date 6/1/2011

Customer Information				Product	Price
Legal Address	1100 East Monroe, Suite 256			<input type="checkbox"/> Small CI - Fixed Commodity Plan - 6 Month	<b>\$/kWh</b> <u>0.06382</u>
City	Brownsville	State	Tx Zip 78520	<input checked="" type="checkbox"/> Small CI - Fixed Commodity Plan - 12 Month	
Contact Name	Pete Sepulveda, Jr.			<input type="checkbox"/> Small CI - Fixed Commodity Plan - 18 Month	<b>Service Charge:</b>  \$ 9.95
Primary Phone	956-982-5414			<input type="checkbox"/> Small CI - Fixed Commodity Plan - 24 Month	
Email Address	psepulveda@co.cameron.tx.us			<input type="checkbox"/> Small CI - Fixed Commodity Plan - 36 Month	

**Price:** The price for this Green Mountain Energy product will consist of (i) the per kWh charge for energy shown above; (ii) a Monthly Customer Charge per meter in the amount shown above; (iii) applicable delivery service charges assessed by your transmission and distribution service provider (TDSP). The price will either be variable or fixed depending on which product you choose, as provided in your Terms of Service. TDSP charges are not included in the Green Mountain Energy per kWh energy charge or Monthly Customer Charge, and are passed through to you as received from the TDSP. The TDSP charges may vary as changes to the applicable TDSP tariffs are approved by the PUC. Applicable sales and other taxes will also apply. See the Terms and Service for further details regarding the pricing and other charges that may apply.

**Term and Cancellation:** The term for the product is as indicated in the table above. For the 100% Renewable and Fixed Commodity products, the early cancellation fee is the greater of the amount specified in the contract section of your EFL, or the product of \$.010 multiplied by the estimated remaining amount of energy that would have been delivered over the remaining term. We do not charge a switch or enrollment fee to sign up for this Green Mountain Energy electricity product. However, we will bill you for any charges to implement your electricity service imposed by your TDSP.

- ☐ Check here if this business qualifies as a critical load account (e.g. police or fire station, hospital, waste lift station, etc.)
- ☐ Check here if you wish to receive information in Spanish.
- ☒ Check here if this business is tax exempt (and provide a signed and completed tax exemption certificate)

Billing Information	
<input checked="" type="checkbox"/> Check if same as Customer Information	
Address :	
City, State	
Zip :	
Phone :	

On execution of this contract we will receive your 12 month historic data. If any month has peak kW greater than 50, then nodal clause below may apply.

Nodal Market Transition Charge Not Included. Customer's Contract does not include the Nodal Market Transition Charge and Customer agrees that a Nodal Market Transition Charge, once applicable, shall be passed through as an adjustment to Customer's Contract Price, and that the Nodal Market Transition Charge may result in a credit or additional charge to Customer's Contract Price.

**- PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS - Return Fax# 866-246-1840**

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Texas Certificate #10009

The Green Mountain Energy brand and logo are registered service marks of Green Mountain Energy Company.

Green Mountain Energy - Confidential

Page 1 of 3



**Enrollment Authorization**  
**between Green Mountain Energy Company and the Legal entity known as:**  
**Cameron County Regional Mobility Authority**

Start Date 6/1/2011

**Customer Accounts Meter Detail**

See footnote

ESI ID	Address	Zip	Peak kW	Annual kWh	Date	Standard <sup>1</sup>	SS <sup>2</sup>	Mi <sup>3</sup>
10032789429948148					6/1/2011	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Green Mountain Energy Company reserves the right to refuse service to commercial customers with estimated or actual average annual usage less than 30,000 kWh.

By signing below, you acknowledge and agree that:

- You are at least 18 years old and the customer of a person authorized to act on the customer's behalf with respect to the electricity service at the service address(es) above.
- You have received and read/been given a reasonable opportunity to read this Enrollment Authorization form, and the terms of service for the product for which you are enrolling.
- You are voluntarily choosing to select or change the entity that supplies the customer's electric service to Green Mountain Energy Company and you authorize us to take the steps necessary to enroll the above service address(s) for service on the Green Mountain Energy product and pricing indicated above.
- Green Mountain Energy company may review the customer's eligibility, including requesting information from credit reporting agencies and/or request a payment reference letter from previous electric provider(s) verifying customer's payment history. We will determine eligibility in compliance with 25.478 of the PU CT Substantive Rules. In the event that the customer does not meet our eligibility requirement, we may refuse to provide service or, at our option, the customer may be required to pay a deposit and/or provide other security.

(Required for Processing)

In Compliance of PUCT Substantive Rule: §25.474 Selection of Retail Electric providers, section (e) (6), please provide one of the following forms of account access verification data.

DL # / Government Issued ID #: \_\_\_\_\_ Last 4 digits of Social Security #: \_\_\_\_\_ Mother's Maiden Name: \_\_\_\_\_

City of Birth: \_\_\_\_\_ Month & Day of Birth: \_\_\_\_\_ Federal Tax ID: 39-2050620

You have the right to review and, in the case of a switch request, rescind the terms of service within three federal business days, after receiving the terms of service, without penalty. You will receive a written copy of the terms of service document that will explain all the terms of the agreement and how to exercise the right of rescission before your electric service is switched to Green Mountain Energy Company.

Signature: Pete Sepulveda Jr Printed Name: Pete Sepulveda Jr Title: Coordinator Date: May 19, 2011

**PERSONAL GUARANTY AND AUTHORIZATION TO INVESTIGATE PERSONAL CREDIT**

In the event that the customer's business credit does not meet our eligibility requirements, you agree that we may investigate your personal credit, including requesting credit reports from consumer credit reporting agencies. YOU UNDERSTAND THAT BY SIGNING BELOW, YOU AGREE TO ENROLLMENT AUTHORIZATION. IN CONSIDERATION OF GREEN MOUNTAIN ENERGY COMPANY INITIATING AND PROVIDING ELECTRIC SERVICE TO THE BUSINESS CUSTOMER PERSONALLY GUARANTEE THE OBLIGATIONS OF THE BUSINESS CUSTOMER ENROLLING FOR SERVICE UNDER THIS APPLYING FOR SERVICE, YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BENEFIT FROM THE CUSTOMER OBTAINING ELECTRIC SERVICE WITH GREEN MOUNTAIN AND THAT YOU WILL BE PERSONALLY RESPONSIBLE, JOINTLY AND SEVERALLY, FOR THE PAYMENT OF ALL CHARGES AND COSTS RELATED TO OR ARISING OUT OF COLLECTION, SUIT, OR OTHER LEGAL ACTION (INCLUDING ATTORNEY' FEES) BROUGHT IN CONNECTION WITH SUCH BUSINESS'S GREEN MOUNTAIN ELECTRICITY ACCOUNT. YOU HEREBY WAIVE PRESENTMENT AND DEMAND FOR PAYMENT, NOTICE OF NON-PAYMENT, PROTEST AND NOTICE OF PROTEST, AND CONSENT WITHOUT NOTICE TO ANY EXTENSIONS OF TIME OR INCREASE IN THE AMOUNT OF CREDIT GIVEN TO THE CUSTOMER. THIS GUARANTEE SHALL CONTINUE AS TO ALL NEW CHARGES INCURRED BY THE CUSTOMER IN CONNECTION WITH ITS ELECTRICITY ACCOUNT.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_

1. Standard switch will be submitted on: \_\_\_\_\_. If dates are specified above, we submit 4 days prior to that date.
2. Self-Selected switch requested for dates specified above.
3. Move-In switch requested for dates specified above.

If no Switch Type is selected, Green Mountain will submit "Standard" switch on: first business day of Contract start month.

**- PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS - Return Fax# 866-246-1840**

☐ Individual Esiid BillingPage 3 of 3

**GREEN MOUNTAIN ENERGY COMPANY - TERMS OF SERVICE FOR SMALL COMMERCIAL CUSTOMERS**  
REP Certificate Number 10009

**1. Small Commercial Terms of Service.** Thank you for choosing Green Mountain Energy Company ("Green Mountain", "we" or "us") to be your retail electric provider ("REP"). This document explains the terms and conditions of your agreement to purchase electricity service from Green Mountain. Your agreement with us ("Agreement" or "Contract") includes the Terms of Service, your Enrollment Authorization (in writing, by telephone, or the internet), the Electricity Facts Label ("EFL"), and the Your Rights as a Customer disclosure document ("YRAC"), as they may be amended from time to time. By accepting electric service from Green Mountain, you are entering into a contract with us and you will be bound by the terms of our Agreement. All of your electricity generation requirements at the electricity delivery point you enrolled with us will be served under this Agreement. Each point of delivery is identified by an Electric Service Identifier ("ESI ID") assigned by the Electric Reliability Council of Texas ("ERCOT"). Please keep this Agreement for future reference.

**2. Spanish Language (Idioma Español)**

Contract documents are available in Spanish by contacting us at 866-767-5817.

Usted puede obtener los documentos de contrato comunicándose con nosotros al 866-767-5817.

**3. Term of Agreement.** The initial term of this Agreement will begin on the date the ESI ID you enrolled with us begins receiving service from Green Mountain under the applicable product ("Enrollment Date") and will continue, unless terminated sooner as provided herein, for the number of months stated in the Contract Term section of your EFL ("Minimum Term"), ending on the last day of a regular monthly meter read cycle. You will receive additional information about your contract expiration date in a contract expiration notice. Upon the expiration of any Minimum Term, this Agreement shall continue indefinitely on a month-to-month basis, until you switch to another provider, select another Green Mountain Energy® electricity product, or we terminate or disconnect your service. The regular monthly billing period for each ESI ID is established by your transmission and distribution service provider ("TDSP") based on their meter read schedule. If the Contract Term stated in the EFL is "0", "month-to-month" or "None", your term is month-to-month.

**4. Right of Rescission.** If you are switching service to Green Mountain at the ESI ID (s) enrolled, you may rescind this Agreement without penalty by contacting us before midnight of the third federal business day after the date of your enrollment authorization and receipt of the contract documents. To cancel you may (i) call us at 1-866-767-5817; (ii) write to us at our customer care address, Green Mountain, 1255 W. 15th Street, Suite 100, Plano, Texas 75075; (iii) send us a fax at (800) 524-9616; or (iv) send an e-mail to [txbizcs@greenmountain.com](mailto:txbizcs@greenmountain.com). Please include the following: 1) request to cancel contract; 2) name, address, phone number; 3) Account Number or ESI ID Number(s). If you notify us of your desire to cancel after the expiration of the three business day period described above, we are not required to cancel your enrollment, but you have the right to select another REP and may do so by contacting that REP. If you do select another REP in these circumstances, you will still be responsible for charges assessed by Green Mountain for our service until your switch to another REP is made, as well as any applicable early termination fee. This right of rescission does not apply if you are moving into a new premises.

**5. Pricing.**

(a) The pricing for your Green Mountain Energy electricity product will be as described on the applicable EFL for the product you are purchasing and/or as specified in your Enrollment Authorization. The product you are purchasing is indicated in your Enrollment Authorization. The EFL shows representative example average prices as of the Issue Date indicated on the EFL. You agree to pay the price and all amounts shown on your Green Mountain bill. Depending on which Green Mountain Energy electricity product you elect to purchase, your product may be a fixed rate or variable price product, as provided in the applicable EFL.

(b) If you are enrolled under a fixed rate product with a Minimum Term, unless otherwise indicated in the EFL for such product, the per kWh energy charge and monthly base charge described in the EFL is a fixed price that will not change for the Minimum Term for any reason except that the price may vary to reflect actual changes in transmission and distribution utility charges, changes to ERCOT or Texas Regional Entity administrative fees charged to loads, or changes to federal, state, or local laws that result in new or modified fees or costs that are not within the retail electric provider's control. Any pricing change made in these limited circumstances may be made without prior notice to you and without your having the right to cancel without penalty.

(c) If you are enrolled under a month-to-month variable price product (including any default renewal product upon the expiration of any Minimum Term of any fixed rate or other term product), unless otherwise indicated in the EFL for such product, your pricing (including the rates and structure) will be variable and may vary on a monthly basis without prior notice to you depending on wholesale costs, TDSP Pass-Through Charges, Changes in Law, regulatory or ERCOT fees, ancillary services charges, and other

market conditions. Any such pricing change may include charges to recover fees or other costs assessed, imposed or otherwise charged by ERCOT for emergency interruptible load services, replacement reserve service, responsive reserve service, balancing energy neutrality adjustment charges, or other ancillary services, or other ERCOT related charges, uplifts, fees or assessments, which are, directly or indirectly, billed to or incurred, paid or payable by us during the term of this Agreement. Any such ERCOT related charges may be determined by us, and allocated and assessed to ESI IDs served by us (or to classes of ESI IDs) as a change in the per kWh price or rate or the monthly base charge and/or as one or more separate line item(s) on your bill, on a per kWh basis, on a per ESI ID basis, on a load share ratio basis, or on another reasonable basis.

(d) You will be responsible for paying the price as described in the applicable EFL and Enrollment Authorization, plus TDSP Pass-Through Charges assessed by your TDSP. TDSP Pass-Through Charges assessed by your TDSP are identified in the TDSP's tariff approved by the PUCT and may include a monthly service charge, a monthly metering charge, demand charge and/or demand ratchet charge, transmission and distribution charges assessed on a per kWh and per kW or kVa basis, one or more transition charges, one or more competition transition charges, an excess mitigation credit, a system benefit fund charge, a nuclear decommissioning charge, a transmission cost recovery factor, a power factor charge, and any other delivery service charges assessed by your TDSP. Certain non-recurring fees and charges and applicable taxes and other charges may also apply as provided in Section 8, and Section 26, respectively.

(e) You agree to pay the price as indicated in the EFL and all amounts shown on your bill. Some products may require an advanced meter that records your usage more frequently and you will only be eligible for these prices if the appropriate meter and any other necessary equipment are installed at your location. Customers in certain cities that have approved TDSP surcharges for underground facilities may be billed a pass-thru of such charges in addition to the prices shown in the EFL. To determine whether your city has such a charge and what it is, please refer to the tariff for your TDSP available at <http://www.puc.state.tx.us/electric/rates/TDR.cfm>. You agree to pay all applicable taxes (see *Taxes* below) and any fees charged by any governmental entity.

## **6. Billing, Payment and Payment Arrangements.**

Green Mountain shall issue a monthly bill for each Customer Account. You may receive one consolidated bill from us for all your ESI ID's upon special request. Your bill will be due and payable 16 calendar days from the date shown on the bill. We may issue bills less frequently if you agree to accept these alternate arrangements. If you do not pay your bill by the due date, we may charge you a late fee of 5% on the amount for the previous month's past-due electric service. Late fees will not exceed the maximum amount permitted by Law. "Law" means any law, statute, regulation, rule, ERCOT protocol, exchange rule, decision, writ, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction, including ERCOT. If you are a "governmental entity" as defined in Tex. Gov't Code, Chapter 2251, the Prompt Payment Act (PPA), then the PPA may apply and supersede over any conflicting provisions in this Agreement. A copy of the PPA may be found at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm>.

You may pay your bill over the phone or online using electronic funds transfer or certain credit cards, and may also pay in person at one of our authorized pay stations. In addition, you may make payment by check, cashier's check, or money order through the mail. Please make sure to include the remittance slip from your bill to ensure proper and timely posting of your mailed payment. To avoid disconnection, you should not pay by mail if you have received a termination or disconnection notice. Green Mountain will not be responsible for postal or other delays and your payment may not post to your account until the end of the second business day after receipt. Any check or electronic transfer returned by a bank for insufficient funds or unavailable funds will be treated as if we received no payment at all. If you have two or more returned payments in 12 months, you must pay us by money order or in cash.

You may arrange to pay your Green Mountain bill by automatic electronic transactions using a bank account by enrolling in our autopay program. An autopay enrollment form will be provided to you upon request or may be sent with your first Green Mountain bill. We reserve the right, to the extent allowed by PUCT rules, to adjust your bill and include any charges or credits necessary to correct or true-up any previous estimated bills, meter read errors, miscalculations of taxes, fees or other charges, billing errors, and other errors or omissions. We may calculate a bill based on estimated usage-related information absent actual meter readings from the TDSP or ERCOT. We will make adjustments on a subsequent bill based on actual meter readings and any adjustments received from your TDSP. Any estimated meter read performed in connection with a switch may not be subject to adjustment under applicable PUCT rules. A customer is obligated to pay a bill based upon an estimated meter read for the purpose of a switch. If you wish to dispute an estimated meter read made in connection with a switch, you may contact either of the REPs involved and request a review of the estimate by the TDSP. Any decision or adjustment by the TDSP is considered final. If you agree to purchase other products or services from us or you purchase products or services from third parties ("Third Party Services"), you acknowledge that the bill we provide you may include the charges for those products and services. We will apply all payments you make on your bill first to the amounts you owe us for electric service.

Please call us if you anticipate having difficulty paying your bill by the due date. You may be eligible for payment assistance or a deferred payment plan. You may contribute to our bill payment assistance program when you pay your bill each month.

If you fail to timely pay the amounts due and we refer your outstanding balance to an attorney or collection agent for collection, or file a lawsuit, or collect your outstanding balance through probate, bankruptcy or other judicial proceedings, then you agree to pay all reasonable fees and expenses (including attorney fees) that we incur in the collection process.

**7. Budget Billing.** You may select a levelized (budget billing) plan. If you choose this plan, your monthly payment will be based on the historical usage associated with your account at this address. Your account will be reconciled periodically (at least annually), and your monthly budget amount may be adjusted periodically, based on any difference between the total amount owed for actual usage and the payments received. In connection with any reconciliation of your account, we may charge or credit your bill for any difference between the total amount owed for actual usage and the payments received. In addition, we may adjust the monthly budget amount during the year if we determine that there is a material deviation between your anticipated usage and your actual usage. We will give you notice of any reconciliation or adjustment in your monthly bill. If you elect not to continue with budget billing, any amounts due over and above the plan amounts already paid will be due and payable with your next bill, and any credit for plan amounts paid in excess will be applied to your next bill. Enrollment and continued participation in the budget billing plan will be limited to customers who are current with their *Green Mountain Energy* electricity account, and your account balance will be due in full upon cancellation of this Agreement.

**8. Itemization of Non-Recurring Fees and Charges.**

You agree to pay non-recurring fees charged by the TDSP that are necessary to implement and/or maintain your electric service. Non-recurring fees charged by the TDSP may include service connection, disconnection or reconnection fees, meter test fees, special out-of-cycle meter read fees and such other fees or charges lawfully imposed by your TDSP. Non-recurring fees will appear as line items on your bill.

In addition to charges or fees specified elsewhere in this Agreement or otherwise authorized by Law, we may assess the following fees and charges:

- \$25.00 for payments returned for insufficient funds by any method of payment including, but not limited to, bank or personal check, automatic payment plan account deduction or credit/debit card payments.
- \$5.00 if you choose to pay your bill by telephone with the assistance of a live agent.
- \$15.00 per bill period for copies of billing records requested by you, except for your first request in a year.
- \$15.00 for each disconnection and termination notice we send to you.
- \$5.00 each time we call you to remind you that your payment is past-due.
- \$15.00 each time we process a transaction requesting that the TDSP disconnect service.
- \$15.00 each time we process a transaction requesting that the TDSP reconnect service.
- Up to 2.5% of current amount due if you choose to pay your bill over the phone or online, using electronic funds transfer or certain credit cards.

**9. Credit Policies.** It is our policy to confirm your creditworthiness and eligibility for service when you enroll for service. By applying for service, you agree that Green Mountain may investigate your credit, and the credit of any other person or entity that may become liable on the account, including requesting credit reports from credit reporting agencies. In the event that you either fail to meet our minimum creditworthiness or other eligibility requirements, or fail to provide a social security or tax identification number upon enrollment, we may refuse to provide you service or, at our option, you may be required to pay a deposit or provide a written guarantee from a guarantor acceptable to us. If you are enrolling multiple premises or meters for service, a separate deposit may be charged for each meter and premise.

**10. Deposits**

(a) Deposit May be Required. We may require you to pay a deposit at the time you apply for service under this Agreement if you do not have satisfactory credit. If we require you to pay a deposit, it must be paid before we will initiate service to you. In addition, you may be required to pay a deposit once service has begun if you fail to maintain satisfactory credit. If you are required to pay a deposit assessed after initiation of service with us and you do not pay the deposit within 10 days from the date you receive written notice, your service may be either terminated or disconnected for non-payment of the deposit. In addition, if your service is disconnected for non-payment and you do not pay any deposit and other amounts required to reestablish service, our Agreement may be cancelled.

(b) Interest on Deposits. Deposits held more than 30 days will accrue interest from the date of receipt at the annual rate established by the PUCT. Payment of the interest may be made either annually or at the time the deposit is returned or credited to your account. Your deposit will be returned or credited to your account at such time as you have made 24 consecutive monthly payments by the specified due date; otherwise, we may keep your deposit for the entire time you receive service from us.

(c) Application and Refund of Deposit. Upon cancellation of service, we will apply any deposit you have paid, plus accrued interest, against your total outstanding balance on your final bill. We will bill you for any remaining outstanding balance after application of the deposit and interest. If the deposit and accrued interest, as applied, exceed the outstanding balance owed, we will refund the credit balance to you.

(d) **Payment of Deposit.** If you are required to pay a deposit assessed after initiation of service with us and you do not pay the deposit within 10 days from the date you receive written notice, your service may be either terminated or disconnected for non-payment of the deposit. In addition, if your service is disconnected for non-payment and you do not pay any deposit and other amounts required to reestablish service, our Agreement may be cancelled.

**11. Guarantee.** If you choose to provide a guarantee, the guarantor must: (i) have a credit history acceptable to us; (ii) be an owner, shareholder, member, partner or similar interested party of the small commercial customer establishing service; and (iii) sign and return a written guarantee agreement acceptable to us.

**12. Canceling Your Contract.** Your contract term is stated in the EFL. At the end of your contract term, you may cancel or terminate your contract by switching to a new provider. If you cancel the contract before the end of your contract term, you agree to pay a penalty or fee for early cancellation. The amount of the early cancellation fee per ESI ID shall be the greater of: (A) the amount specified in your EFL; or (B) the product of \$0.01 multiplied by the estimated remaining amount of energy that would have been delivered under this Agreement had it not been cancelled early measured in kWh and based on the actual (if at least 6 months of such usage is available) or estimated historical usage for the applicable ESI ID(s). You must select another REP to continue to receive electric service. If there is a Minimum Term, the early cancellation fee fees will also apply when this Agreement is cancelled before the end of any Minimum Term as a result of termination or disconnection by Green Mountain for non-payment or any other reason permitted under this Agreement. In the event of an early cancellation applicable to less than all of the ESI IDs served under this Agreement, early cancellation fees will be assessed and determined in the same manner for only those ESI IDs affected. If you move from your existing service address during the contract term and provide Green Mountain a forwarding address and reasonable evidence that you no longer occupy the location covered by the contract, you will not be responsible for any early cancellation fee. In order to ensure timely processing, you should notify us at least 5 days before the requested termination date. Our obligations will end after the meter read date where we are no longer designated as your REP or when your electric service is disconnected by the TDSP. Your obligations under the contract will end when your account balance is paid in full.

**13. Disconnection of Your Electric Service. WE MAY REQUEST DISCONNECTION OF YOUR ELECTRIC SERVICE IF YOU DO NOT PAY YOUR DEPOSIT OR BILL IN FULL BY THE DUE DATE ON THE DISCONNECT NOTICE.** We will notify you in writing at least 10 calendar days before we disconnect electric service. We may request disconnection of your electric service without prior notice immediately under specific situations, including the existence of a dangerous condition at your service address or theft of service.

**14. Contact Information.** Our corporate mailing address for the Commercial Services division is 1255 W. 15th Street, Suite 100, Plano, Texas 75075. Our Commercial Services customer care phone number is 1-866-767-5817. Our hours of operation are: 8:00 AM to 5:00 PM Monday through Friday Central Time. Our PUCT REP Certificate Number is 10009. Our web site is [www.greenmountain.com](http://www.greenmountain.com).

**15. Critical Care Designation.** If an interruption or suspension of your electric service will create a dangerous or life-threatening condition on your premises or if your electric service is crucial for the protection and maintenance of public safety, you may qualify as a critical care industrial customer or a critical load public safety customer. In order to be eligible for this status, you must have a determination of eligibility pending with or approved by your TDSP. If you believe that you may qualify for critical care status, you must notify us and we will work with you and your TDSP to determine your eligibility. Qualification as a critical care customer does not relieve you of your obligation to pay us for services rendered.

**16. Power Outages and Emergencies.** Please call the telephone number listed on your bill if you have an electrical emergency or a power outage.

**17. Dispute or Complaints.** If you have any questions, concerns, or complaints, please contact us. In the unlikely event we cannot immediately respond to your question or complaint, we will promptly investigate the matter and report our findings to you. During this time, you will not be required to pay the disputed portion of your bill. If for any reason you are not satisfied with our response, you may contact the PUCT.

**18. Transfer of Delinquent Balances or Credits.** If you have an outstanding balance or credit owed to Green Mountain that is due from a previous account with Green Mountain for the same class of service and is identified after you enroll for service, that balance will be transferred to your current account with Green Mountain. This previous delinquent balance amount and account number, or address, will be shown separately on your current bill for electric service.

**19. Renewable Energy.** With the purchase of your Green Mountain Energy electricity product, you are supporting cleaner electricity by offsetting all or a portion of your annual paid electricity usage (depending on which product you purchase) with an equivalent amount of power produced by renewable sources of power generation serving the national power grid. Renewable energy resources

may include wind, water, solar, geothermal and/or biomass. Green Mountain will purchase and retire renewable energy certificates representing the environmental attributes associated with the applicable amount of renewable energy generation from specific renewable generation facilities in the United States. You will not have electricity from a specific generation facility delivered directly to your service address, but your purchase ensures that renewable energy equal to the applicable percentage of your paid electricity usage is produced using renewable resources in America on an annual basis. We may take up to three months following the close of a calendar year to make up any deficiency in the renewable resource content for your electricity product.

**20. Small Commercial Customer Status; Applicability of Customer Protection Rules.** You hereby represent and warrant that you are a small commercial customer, as such term is defined in Section 25.471(d)(10) of the PUCT's Substantive Rules (as amended) (available at <http://www.puc.state.tx.us/rules/subrules/electric/index.cfm>). 25.471(d)(10) currently provides that a small commercial customer is a non-residential customer that has a peak demand of less than 50 kilowatts during any 12-month period, unless the customer's load is part of an aggregation program whose peak demand is in excess of 50 kilowatts during the same 12-month period. If at any time during the term of this Agreement, taking into account the load represented by all your ESI IDs enrolled with Green Mountain (under this Agreement or otherwise), you do not qualify as a small commercial customer, then you hereby acknowledge and agree that: (i) you waive your rights, if any, under all applicable provisions of the PUCT customer protection rules applicable to retail electric providers regarding the provision of electricity service to residential and small commercial customers, including, without limitation, the Customer Protection Rules set forth in Chapter 25 and subchapter 25.471 et seq. of the PUCT's Substantive Rules (collectively, the "PUCT Customer Protection Rules") except those rules contained in Sections 25.481 (regarding unauthorized charges), 24.485 (a)-(b) (regarding customer access and complaint handling) and 24.495 (regarding unauthorized switches); and (ii) you have agreed, pursuant to this Agreement, to terms of service that reflect a materially different level of customer protections than would otherwise apply under the PUCT Customer Protection Rules. You further acknowledge and agree that you have the right to consult an attorney of your own selection and you have voluntarily consented to this waiver in the event that you do not qualify as a small commercial customer.

**21. Limitation of Offer.** Offers to provide electricity service to new or renewing customers are limited and subject to change without notice. Please see the terms of such offers for additional limitations. All enrollment and renewal requests from customers are subject to acceptance by Green Mountain. If the historical annual electricity usage for the ESI IDs covered in an enrollment or renewal request is less than 30,000 kWh, Green Mountain may refuse to accept the enrollment or renewal request. In the event an enrollment or renewal request is received after any offer ending period, or in the event that any other limitation or change in any offer applies, Green Mountain may refuse to accept any enrollment or renewal request.

**22. Certain Definitions.** The terms "Customer" and "Service Address" are as specified during your enrollment process or identified in your Enrollment Authorization, if applicable. The terms "we", "us" and "our" refer to Green Mountain. The terms "you" and "your" mean the Customer. "Enrollment Authorization" is the document that is executed by you or your acceptance of Green Mountain's Terms of Service by telephone or internet. "TDSP Pass-Through Charges" means all charges of any kind imposed or authorized to be collected by the TDSP or any other transmission or distribution provider under any Law or otherwise for, or related to, lighting charges and electricity transmission and distribution and related services, including, network transmission charges and Nonbypassable Charges. "Nonbypassable Charges" means the TDSP's delivery charges, system benefit fund fees, and any competition charges, transition charges and/or similar charges associated with, or resulting from, the opening of the electric market in Texas, including recovery of stranded costs.

**23. Antidiscrimination.** We cannot deny service or require a prepayment or deposit for service based on your race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services.

**24. Limitations of Liability.** YOU AGREE THAT CAUSES AND EVENTS BEYOND OUR CONTROL, INCLUDING ACTS OF GOD, ACTS OF ANY GOVERNMENTAL AUTHORITY, ACCIDENTS, STRIKES, LABOR TROUBLE, AND EVENTS OF FORCE MAJEURE OCCURRING WITH RESPECT TO THE TDSP, ERCOT, OR OTHER THIRD PARTY SYSTEMS OR ASSETS (A FORCE MAJEURE EVENT), MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT WE WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. YOU ALSO AGREE THAT WE ARE NOT RESPONSIBLE FOR GENERATING YOUR ELECTRICITY OR FOR TRANSMITTING AND DISTRIBUTING ELECTRICITY TO YOUR SERVICE ADDRESS. FURTHERMORE, YOU AGREE THAT WE WILL NOT BE LIABLE WITH RESPECT TO ANY THIRD PARTY SERVICES; THAT OUR LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER OF US ARE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES. YOU WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES RESULT FROM NEGLIGENCE, WHETHER SOLE, JOINT, CONCURRENT, OR ACTIVE OR PASSIVE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THE CONTRACT.

**25. REPRESENTATIONS AND WARRANTIES.** GREEN MOUNTAIN ENERGY COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND GREEN MOUNTAIN ENERGY COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**26. Taxes.** You are responsible for paying, and we may bill you for, all applicable federal, state and local taxes, fees, governmental charges, assessments, and other charges, presently or hereafter imposed on you as a purchaser of electricity, on Green Mountain as a seller of electricity, or on electricity sales transactions, including but not limited to: reimbursement of miscellaneous gross receipts tax and PUCT gross receipts assessment; municipal administrative fees; and any other generation, utility, TDSP, regulatory (including the PUCT and ERCOT), BTU or electricity taxes, fees, charges and assessments. Such taxes and other charges will be identified as a separate line item or items on your bill.

**27. Unenforceability.** If either party or its activities under the contract become subject to any Law enacted during the contract term that renders the contract unenforceable or illegal, then either you or Green Mountain may terminate the contract without the consent of, and upon 30 days' notice to, the other, and without any obligation, payment or otherwise (other than payment obligations for electricity previously supplied to you).

**28. Assignment.** You may not assign this Agreement without our prior written consent. We may assign or transfer this Agreement without your consent, which includes the right to: (a) transfer, sell, pledge, encumber, collaterally assign or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing, financial arrangement or power supply transaction; (b) assign this Agreement to any entity succeeding to all or substantially all of the business or assets of Green Mountain; and/or (c) transfer or assign this Agreement to a certified REP. In the case of (b) or (c), any such assignee shall agree in writing to be bound by the terms and conditions hereof, and upon any such assignment, Green Mountain shall have no further obligations hereunder.

**29. Miscellaneous.** This agreement is governed by the laws of the State of Texas. This Agreement sets forth the entire agreement between you and Green Mountain, and supersedes all previous promises and agreements. If any provision of this Agreement is deemed to be invalid or otherwise unenforceable, you and we agree that it shall be modified to the minimum extent necessary to render it valid and enforceable. If any such provision cannot be modified in a manner that would make it valid and enforceable, such provision shall be severed from this Agreement, and all other provisions hereof shall remain in full force and effect. If either of us waives any one or more defaults by the other in the performance of any of the provisions of the contract, then such waiver will not be construed as a waiver of any other default or defaults whether of a like kind or of a different nature. Obligations regarding indemnity, payment of taxes, payment for services, limitations of liability, and waivers will survive the termination of the contract indefinitely.

## **PRODUCT SPECIFIC TERMS**

**The following provisions apply to specific Green Mountain products or types of products. Only the specific section for your product or product type will apply to your contract.**

### ***Product Specific Provisions for Fixed Rate (Term) Products:***

#### **Changes to Contract Provisions**

We can make changes to the provisions of the contract at any time during the contract term with appropriate notice except for changes to your price other than stated in this section or the length of your contract term. We will notify you in writing at least 14 days before any change to the contract will be applied to your bill or take effect. If you do not cancel the contract before the effective date of the change, the change will become effective on the date stated in the notice. Notice is not required for a change that is beneficial to you.

Your price during the contract term is only subject to change to reflect changes in the TDSP charges, changes to the ERCOT or Texas Regional Entity administrative fees charged to load or changes resulting from federal, state or local laws that impose new or modified fees or costs on REPs, including Green Mountain, that are beyond the control of REPs.

#### **Contract Expiration Notice**

A contract expiration notice will be sent to you at least 14 days (or such other minimum period as may be required by applicable Laws) before the end of your initial contract term specified in your EFL. If you do not take action to ensure that you continue to receive service upon the expiration of your contract you will continue to be served by us automatically under a default renewal product on a monthly basis after the end of your initial contract term, until you switch to another provider, select another Green Mountain electric service plan, or we terminate or disconnect your electric service.

### ***Product Specific Provisions for Variable Price (Month- to-Month) Products:***



#### Changes to Contract Provisions

We can make changes to the provisions of the contract at any time with appropriate notice except for changes to the length of your contract term. We will notify you in writing at least 14 days before any change to the contract will be applied to your bill or take effect. If you do not cancel the contract before the effective date of the change, the change will become effective on the date stated in the notice. Notice is not required for a change that is beneficial to you.

Your price will vary according to a method determined by Green Mountain as set forth in your EFL.

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Printed on recycled paper (30% post-consumer waste fiber, elemental chlorine free) with soy-based ink. Please recycle.

**V. CONSIDERATION AND APPROVAL OF GEC REPORT FOR  
THE MONTH OF APRIL 2011**

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

May 9, 2011

Dear Mr. Sepulveda,

The following is a summary of our progress on the subject projects for the month of April 2011.

**Project Management:**

**General GEC**

- Prepared contract correspondence and monthly GEC progress report.
- Prepared & submitted CCRMA GEC Invoice for work performed on Work Authorization Nos. 7, 8, 13, 16, 17, 21, 23, 24, 26, 28, 29, 30, 31, 32, 33, 34, 36, 37, 38, 40, 41, 42, 43, 44 and 45.
- Updated and submitted March 2011 GEC Work Authorization status report.
- On April 11, Richard Ridings, Bobby Balli, and Jimmy Berry attended the Special Meeting of the Board of Directors. Richard Ridings presented the GEC Report and Jimmy Berry gave a presentation on the status of the Olmito Switch Yard and West Rail Relocation construction projects.
- HNTB continues to attend numerous meetings and correspond with RMA staff and others to support the RMA's efforts.

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

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

- HNTB is currently performing preliminary development of the Outer Parkway. This project would provide a greater economic benefit to the area and establish a corridor along similar alignment yet would continue along the North side of Cameron County to the future SPI 2nd Access. The recommended alternative alignment for the north-south section of FM 509 is being utilized as a connection to the future Outer Parkway to the existing FM 509 corridor. The east-west section of the recommended alternative potential alignment for FM 509 is being considered as an option for the east-west Outer Parkway alignment. The HNTB team is currently utilizing FM 509 environmental studies, constraint data, Lidar survey data, and right of way information for this endeavor.

**West Parkway Project:**

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

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

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

- To date, the Environmental Assessment has been reviewed by TxDOT-Pharr District and TxDOT-Environmental Affairs Division. All review comments have been addressed. The most recent version of the document was submitted on March 10, 2011. Since submittal, TxDOT has initiated project coordination with the Texas Commission on Environmental Quality (TCEQ) and Texas Parks and Wildlife Department (TPWD). TCEQ has provided a "no comments" letter; TPWD review is on pending.
- This project is on hold until CCRMA gives HNTB a notice to proceed on Supplemental Work Authorization #5 to Work Authorization #7 for Historical Site Research. The environmental document cannot move forward without this research.

**West Parkway Public Involvement (Work Authorization No. 18):**

This Work Authorization provided community involvement services through a series of neighborhood meetings, focus group meetings, and one on one meetings to develop a two-way dialogue with the public to inform them of the need and purpose of the project and to gather their ideas on how the West Parkway can become a valuable community asset.

- This effort is complete and the contract is closed.

**West Rail (Work Authorization No. 16):**

This Work Authorization provides additional professional services and deliverables for the West Rail Relocation project. Work includes utility coordination and evaluation, changes to plan set for fencing, lighting and gate relocation on the bridge structure, coordination with DHS/CBP for temporary border fence removal to support construction and providing information to the contractor with regards to Request for Information (RFI's).

- Coordination with utility owners with conflicts along the West Rail alignment is ongoing, such as TransMontaigne and Texas Gas Service. Texas Gas Service is preparing for construction of their adjustments. TxDOT has been handling negotiations with TransMontaigne.
- Coordination with the Department of Homeland Security is ongoing for this project. The plan set has been completed to reflect the DHS/CBP changes (change order #1) for the fencing, gate relocation and lighting and the plan sheets submitted to TxDOT and UPRR for their review and comment. A plans set with these changes had also been submitted to DHS/CBP for their review. DHS/CBP has now provided information that they require a 200 amp service for the VACIS system power supply at track level. DHS/CBP now requires a larger LAN room in the building with metal sheathing on the walls and has sent a specification for stand-by generator requirements.

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

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

- Due to a correction to the rail alignment on the Mexican side, additional ROW was required from the last parcel owner located adjacent to the River. The additional acquisition is not expected to cause major delay although the alignment issues on the Mexican side have caused a delay of approximately two months.
- Arturo de las Fuentes facilitated additional meetings with SCT officials and the Mexican design firm responsible for the rail bridge design on the Mexican side. These meetings were necessary due to a major discrepancy in the design of the bridge on the Mexican side. Through these meetings, the issues were resolved and the construction of the Mexican side of the project continues.
- Dr. de las Fuentes also presented the issues of the alignment adjustments to CILA who gave the project approval to proceed with the revisions.
- A meeting with representatives of SCT and the State of Tamaulipas was facilitated by Dr. de las Fuentes for the purpose of communicating the final revisions to the Mexican alignment, the required ROW acquisition process, the status of the environmental permit and the permits of CONAGUA and CILA.
- Constant updates were provided to numerous Mexican agencies on the status of the above stated.
- Dr. de las Fuentes continues to assist with the development of a 30 year Binational Regional Plan of the Cameron County and Matamoros Municipality Zone. In the second meeting held in April, Dr. de las Fuentes facilitated the discussions between SCT and FONANDIN. The main purpose of this second meeting was for SCT to request funding assistance from FONANDIN particularly in the efforts to study the SENTRI lanes along the B&M Bridge.
- Several telephone calls were made to the new SCT administration to determine the status of the Construction Agreement between SCT, KCSM, UPRR and the County. The signature of the agreement between the SCT and KCSM was in its final signature steps. The final KCSM signatures are expected by the end of May.
- The 42<sup>nd</sup> Technical Review meeting was held on April 8<sup>th</sup>.

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

*This Work Authorization provides support to the Authority and its Legal and Financial Advisors in the development of a Project Development Agreement (PDA) between the Authority and TxDOT concerning the development of the SH 550, West Parkway, and US 77 Improvements projects*

- Coordination Meetings were held with the Developer.
- Continued addressing FHWA and TxDOT review comments on the RFDP for Industry Review.

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**SH 550 Re-Evaluation (Work Authorization No. 15 & Supplements 1, 2 & 3):**

*This Work Authorization provided professional services and deliverables in support of the CCRMA's development of the SH 550 toll project from US 77/83 to State Highway 48 and the proposed entrance to the Port of Brownsville. Work included the preparation of an Environmental*

Assessment Re-evaluation focusing on the effects of tolling the project, preparation of a wetlands report, and development of a mitigation plan/Section 404 permit application. Supplements 2 & 3 included the mitigation design and re-evaluation of the EA to include the mitigation site.

- Construction/mitigation site monitoring and coordination with the US Army Corps of Engineers continues in accordance with the executed Section 404 permit.

**SH 550 Toll Systems Integration and Design (Work Authorization No. 21 & Sup 1 & 2):**

This Work Authorization provides professional services and deliverables in support of the CCRMA's tolling of the SH 550 from US 77/83 to State Highway 48 and the proposed entrance to the Port of Brownsville. Work includes the preparation of plans, specifications, and estimates for gantry, signing, conduit, and paving required for tolling of the main lanes. These will be included in the design package that TxDOT is currently completing and plans on letting using ARRA funds early in 2010. Supplement 1 to this WA includes the development of gantry and signage plans for change order into the current project under construction at the FM 1847 overpass as well as developing a plan for toll systems integration and customer service center implementation. Supplements 2 and 3 to this WA include the development of interlocal agreements with CTRMA and TTA for the toll system implementation and TxTAG customer service.

- Worked via a CTRMA work authorization to provide coordination of CTRMA resources, including subcontractors to CTRMA and those that will interface with the CTRMA's systems in support of the CCRMA Toll System implementation project.
- Organized, facilitated and documented weekly meetings for the purpose of coordinating CTRMA's provision of toll systems, transaction processing, financial reconciliation and maintenance services to the CCRMA.
- Worked with CTRMA and their image processor to develop a process for gathering license plate and address information for CCRMA marketing purposes.
- Continued refinement and coordinated the draft ILA between CCRMA and TxDOT.
- Promoted immediate meetings and discussions between the TxDOT toll marketing coordinator and the CCRMA marketing firm to promote TxTag distribution and penetration.

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

This Work Authorization provides engineering and environmental services associated with the development and advancement of the NEPA process for the proposed South Padre Island (SPI) 2nd Access Project in Cameron County, Texas. The proposed Project will provide important congestion relief for the Queen Isabella Memorial Causeway. The proposed SPI 2nd Access Project will also serve as a critical alternative evacuation route from the island in times of disaster, hurricanes, and other emergencies. The tasks associated with the Project will include the development of the necessary environmental documentation, corridor alternatives assessments, and related public involvement activities. This Work Authorization continues the environmental and corridor alternatives assessment tasks necessary to advance the project to a selection of a Recommended Preferred Alternative and ultimately to a Record of Decision (ROD). After the selection of a Preferred Alternative a supplement for schematic design will be required.

- To date, the draft EIS has been reviewed by TxDOT (Pharr District, Environmental Affairs and General Counsel) and FHWA-Texas Division.
- FHWA Legal Review is now reviewing the document.

**Olmito Switchyard PS&E (Work Authorization No. 23 & Supplement No. 1):**

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

RIP Facility plans:

- Addressed comments provided by TxDOT for final review.

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

*This Work Authorization provides engineering services for the preparation of plans, specifications and estimates (PS&E) for the construction of SH 550 tolled main lanes between existing frontage road lanes from US 77/83 to 0.5 mile north of FM 3248. The work will be performed in two phases as follows:*

*Phase 1 – Prepared a design summary report (DSR), typical sections, design layout, and preliminary cost estimate for the proposed SH 550 tolled main lanes.*

- Phase 1 work was completed in April 2010.

*Phase 2 – Prepare PS&E package for letting based on approved typical sections and design layout from Phase 1.*

- Utility exposures are complete. Utility database is being maintained and coordination meetings continue. Traffic analysis for US 77/83 in the vicinity of the DC ties was completed. Initial analysis results and proposed ramp designs were provided to TxDOT. Traffic memo has been drafted for submission to TxDOT.
- Progress Meeting was held on 4/12.
- 
- Submitted the 90% PS&E submittal for TxDOT review on 4/7.
- Continuing development of final plans with internal team concurrent reviews for conflicts and constructability. Quality reviews are being documented and individual comments tracked for resolution.

**Port Access Road (Work Authorization No. 25):**

*This Work Authorization provided engineering services associated with the development of plans, specifications, and estimates for the construction of a new access drive from SH 48 into the Port of Brownsville. The CCRMA is constructing the new \$2.5 M entrance into the Port of Brownsville in exchange for the donation of the SH 550 Port Spur ROW. TxDOT had initiated design of this entrance road but stopped design at an approximately 60% level of completion. The GEC obtained TxDOT design files and utilized them to complete a PS&E package.*

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This Work Authorization is complete. No activity.

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

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

- Received comments from TxDOT Environmental Affairs Division on draft Categorical Exclusion; currently coordinating responses with Pharr District staff.
- Coordinated with Pharr District regarding Section 404 permit application.

**SH 32 East Loop Pass Through Application (Work Authorization No. 27)**

*This work authorization provided professional services and deliverables associated with reviewing and revising the 2009 application. The Application was submitted to TxDOT on May 11, 2010.*

- This Work Authorization is complete. No activity.

**Olmito Switch Yard Expansion Construction Inspection (Work Authorization No. 28)**

*This work authorization provides professional services associated with construction inspection phase work for the Olmito Switch Yard.*

- The Contractor has completed 100% of the track construction on the project.
- The Change Order for the North Access road has been approved and signed. The contractor started construction on April 17, 2011.
- The contractor has completed the culvert pipes on the west end of the job and has completed about 60% of the box culvert work.
- We expect him to be finished on or about May 13, 2011.

**TIGER II Grant Application (Work Authorization No. 30)**

*This work authorization provided professional services and deliverables associated with applying for a Transportation Investment Generating Economic Recovery II (TIGER II) grant.*

- No activity.

**Port Access Road RFIs, Shop Drawing Review (Work Authorization No. 32)**

*This Work Authorization provides engineering services associated with construction phase services for the construction of the Port Access Road. The Port Access Road is presently under construction and the GEC will respond to Requests for Information (RFIs) from the contractor and will review shop drawings on an as needed basis.*

- Coordination (phone calls, e-mails, and meetings) with L&G Engineers, McAllen Construction, and Port of Brownsville on various items.
- Responding to RFIs.
- Performed final inspection of roadway portion of the work.
- Bridge work on hold per contractor request for convenience, associated with McAllen's work on the adjacent TxDOT section of SH 550 Port Spur project.



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

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

- The contractor has completed driving piles for all bents. The drilled shaft sub contractor has completed the shafts for all bents except #41. The shafts for bent #41 had some problems and we are investigating the conditions so a solution can be developed.
- The building sub contractor began building the DHS facility. He has installed the underground plumbing and electrical conduit. The foundation was poured on April 29, 2011.
- The earthwork subcontractor is constructing the embankment for the track construction starting on the east end of the project. He has received his 30 and 36 inch concrete pipe.
- TxDOT and Transmontaigne located the actual crossing locations of the pipelines at five crossing locations. We are expecting a revised schedule and reduced scope of work from Transmontaigne soon.

**SH 32 East Loop Pass Through Negotiation (Work Authorization No. 34)**

*This work authorization provided professional services and deliverables associated with negotiating a final pass through agreement with TxDOT. CCRMA received a fully executed Pass Through Agreement from TxDOT dated January 25, 2011.*

- No activity.

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

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

Phase I includes field investigations, constraints mapping and technical evaluations necessary to identify a recommended ½ mile wide corridor for the proposed Outer Parkway.

Phase II will include the refinement of the corridor identified in Phase I (by narrowing the corridor down from ½ mile wide to 1,000 feet wide). During this phase, property owners in the immediate vicinity of the project will be notified and afforded an opportunity to provide feedback.

During Phase III, a specific alignment will be developed and a right-of-way footprint established. Phase III will include the development of the schematic design, environmental permitting, agency coordination, and the appropriate environmental documentation for connections to roadways on the State Highway System.

- Finalizing the draft Corridor Identification Report in anticipation of formal submission in May.

**Transportation Reinvestment Zone (TRZ) (Work Authorization No. 37)**

*This work authorization provides services and deliverables perform services required for the identification and establishment of Cameron County Transportation Reinvestment Zone No. 1.*

- Continued research and coordination with Cameron Appraisal District to identify remaining properties to be included in the TRZ.
- Received updated assessed values from Cameron Appraisal District. That data will be utilized to estimate future values and potential revenue generated from the TRZ.

**US 77 PS&E (Work Authorization No. 41)**

*This Work Authorization provides services and deliverables to perform engineering services required for the aerial mapping, preparation of plans, specifications and estimates (PS&E) for the construction of US 77 within existing right-of-way (ROW) for the existing schematic as completed and provided by the Texas Department of Transportation (TxDOT) which includes two (2) control section job (CSJ) projects as follows:*

**CSJ: 0327-10-053:** FM 1018 to 0.3 miles North of FM 498

**CSJ: 0327-10-054:** 0.3 miles North of FM 498 to FM 3168

- Waiting on Division comments from Mylar submittal on March 24..
- Programmatic Categorical Exclusion has been approved as Satisfactory for Further Processing by the TxDOT Regional Coordinator.
- Submitted Notice Affording Opportunity for Public Hearing (English and Spanish versions) for publication for April 8 and April 27. Deadline for public to submit a Public Meeting request is May 9.
- The advertise for bids date is June 16 for a July 7 or 8 letting.

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

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

- Continued bi-weekly coordination meetings regarding SH 32-West and SH 32-East.

**SH 550 State Infrastructure Bank (SIB) Loan (Work Authorization No. 43)**

*This Work Authorization provides services to work with CCRMA's traffic and revenue consultant and financial consultant to develop a range of (or specific) requested amount of SIB funding. The information developed by HNTB for this task will include environmental, design, construction information, and maintenance and operation costs. HNTB will provide direction and guidance in completing and assembling the SIB loan application, to be produced by another firm. HNTB will provide follow-up direction and guidance in responding to requests for additional information from TxDOT during the SIB application review and approval process.*

- No activity in February. It is expected to resume work this summer upon final SIB Loan rules being approved by the State legislature.

**I-69 Pass-Through Finance Application (Work Authorization No. 45)**

*This Work Authorization provides services to develop and submit a Pass-Through Financing Application for the improvement of US 77 to Interstate Highway standards in Cameron, Willacy, Kennedy, Kleberg, and Nueces Counties, Texas.*

- Submitted Pass-Through Application to TxDOT on March 1.
- Addressed request for clarification received from TxDOT on March 30.
- Awaiting selection of Pass-Through projects at May Texas Transportation Commission Meeting.

**Consultant Management:**

- Continued coordination with subconsultants.

**Agency Coordination:**

- Conducted ongoing discussions with CCRMA staff, TxDOT staff, TTA staff and subconsultants for preparation of SPI 2<sup>nd</sup> Access project, West Parkway project, SH 550, Olmito Switch Yard construction project, West Rail project, SH 550 SIB Loan Application, Comprehensive Development Agreement, East Loop EA, and I-69 Pass-Through Finance Application.

Best regards,



Richard L. Ridings, P.E.  
Vice President

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

# April Status Report

# HNTB

Project		FM 509
Work Authorization	5	Route Studies and Environmental
Supplemental	1	ICI Analysis
Supplemental	2	Development of Reasonable Alternatives

WA Cost: \$	656,210.00
SA Cost: \$	40,358.00
SA Cost: \$	10,826.00
Total Cost: \$	707,394.00

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

**Scope:** Develop Route and Environmental Studies for the Cameron County Regional Mobility Authority.

**Deliverables:** Drawing of the Conceptual Corridor Alternatives. Line Diagrammatic Schematic Drawings. Environmental Assessment Document required for obtaining a Finding of No Significant Impact (FONSI)

## Project Activity

### Environmental

Status: Project On-Hold

Recent Activity: None

Upcoming Activity: on hold

Outstanding Issues: on hold

Design Status: Complete

Task	Status	Date of Antipated Completion	% Complete
FM 509 Data Assembly and Review	Complete	Complete	100%
FM 509 Route Alternative Studies	Complete	Complete	100%
FM 509 Development of Reasonable Alter.	Complete	Complete	100%
FM 509 Evaluation and Viable Alter.	Complete	Complete	100%
Notice to Proceed	Complete	Complete	100%
Data Collection	Complete	Complete	100%
Need and Purpose	Complete	Complete	100%
Alternatives Analysis	Complete	Complete	100%
Field Investigations	Complete	Complete	100%
Resource Agency Mtgs.	Ongoing	Complete	50%
Constraints map	Complete	Complete	100%
Social/Economic Investigations	Complete	Complete	100%
Natural Environment Investigations	Complete	Complete	100%
Cultural Resources	Complete	TBD	95%
Report Preparation	on hold	TBD	95%
Public Involvement	on hold	TBD	60%
Supp 1: Envir. Assessment Doc. Prepar.	Complete	Complete	100%
Supp 1: Indirect Impacts	Complete	Complete	100%
Supp 1: Cumulative Impacts	Complete	Complete	100%
Supp 1: Surveying/Mapping	Complete	Complete	100%
Supp 1: Light Detection and Ranging	Complete	Complete	100%
Supp 2: Deve. Reasonable Alternatives	Complete	Complete	100%

WA Amount: \$	707,394.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date: \$	686,172.18			
Paid To Date: \$	686,172.18			
Unpaid Balance: \$	-			
Funding Source:	Cameron County			

Total: \$ -

# April Status Report

# HNTB

Project	West Parkway		
Work Authorization	7	Route Studies and Environmental	WA Cost: \$ 1,471,763.00
Supplemental	1	Public Involvement and ENV	SA Cost: \$ 98,862.00
Supplemental	4	Route and Environmental Studies	SA Cost: \$ 378,427.00
			Total Cost: \$ 1,949,052.00

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

**Scope:** Develop Route and Environmental Studies for the Cameron County Regional Mobility Authority

**Deliverable:** Develop Route and Environmental Studies for the Cameron County Regional Mobility Authority. Conceptual typical sections Summary of preliminary conceptual design criteria. Overlay of identified major utilities onto conceptual layouts. Overlay of conceptual ROW requirements onto conceptual layouts. Final Traffic Technical Memorandum. Draft and Final Intermediate Level (Level 2) Toll Feasibility Report (Level 2 funding matrix. Environmental Assessment Document required for obtaining a Finding of No Significant Impact (FONSI)

## Project Activity

### Environmental

<b>Status:</b>	On-going (Environmental Assessment being processed)
<b>Recent Activity:</b>	Revised Environmental Assessment per TxDOT's latest review comments; submitted revised document on March 10, 2011. Resource agency coordination initiated.
<b>Upcoming Activity:</b>	Respond to additional comments, as received.
<b>Outstanding Issues:</b>	FHWA review; public hearing. The environmental document is on hold until historical site research is performed. Need CCRMA approval to perform historical site research.

### Design

<b>Status:</b>	Continued preparation of updated drawings addressing Public meeting comments
<b>Recent Activity:</b>	Cost estimates, typical sections, exhibits
<b>Upcoming Activity:</b>	Complete Schematic with public meeting changes
<b>Outstanding Issues:</b>	

### Other: Traffic

<b>Status:</b>	On Hold
<b>Recent Activity:</b>	On Hold
<b>Upcoming Activity:</b>	Revise Microsimulation based on new schematic
<b>Outstanding Issues:</b>	3d animation is recommended - need supplement for this effort

Task	Status	Date of Anticipated Completion	% Complete
Conceptual Design	Complete	Complete	100%
Intermediate-level (level 2) Toll Feasibility	Draft Level 2 TFS complete		80%
Innovative Financing Support	Ongoing	TBD	20%
Traffic Analysis and Microsimulation	On hold	TBD	80%
Geometric Schematic	Assessing revisions	TBD	88%
Environmental Assessment Report	Ongoing	TBD	89%
West Loop Public Involvement Activities	Awaiting Public Hearing	TBD	70%
Surveying and Aerial Mapping	Complete	Complete	100%
Surveying	Complete	Complete	100%
Aerial Mapping	Complete	Complete	100%
Right of Entry	Complete	Complete	100%
Supp 1: Inter.Level Toll Feasibility Study	Complete	Complete	100%
Supp 1: Environmental Assessment	Assessing revisions	TBD	89%
Supp 1: Public Involvement	Complete	Complete	100%

WA Amount:	\$	1,949,052.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$	1,841,100.35	62-40619-PL-007	112	\$ 21,641.74
Paid To Date:	\$	1,783,764.94	63-40619-PL-007	84	\$ 2,551.60
Unpaid Balance:	\$	57,335.41	64-40619-PL-007	56	\$ 25,469.19
			65-40619-PL-007	21	\$ 7,672.88
Funding Source:	TxDOT Toll Equity Funding				
				Total:	\$ 57,335.41

# April Status Report

# HNTB

Project	West Rail Relocation		
Work Authorization	8	International Advisor Services	WA Cost: \$ 186,579.00
Supplemental	1	International Advisor Services	SA Cost: \$ 67,264.00
Supplemental	2	International Advisor Services	SA Cost: \$ 67,163.00
Supplemental	3	International Advisor Services	SA Cost: \$ 67,163.00
Supplemental	4	International Advisor Services	SA Cost: \$ 67,939.00
Supplemental	5	International Advisor Services	SA Cost: \$ 67,939.00
Supplemental	6	International Advisor Services	SA Cost: \$ 67,703.00
Supplemental	7	International Advisor Services	\$ 67,914.00
			Total Cost: \$ 659,664.00

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

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

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

Project Activity			
International Advisory Services			
Status:	Ongoing		
Recent Activity:	Detailed report available		
Upcoming Activity:	-		
Outstanding Issues:			
Design			
Status:	-		
Recent Activity:	-		
Upcoming Activity:	-		
Outstanding Issues:	-		
Other: Project Administration			
Status:			
Recent Activity:			
Upcoming Activity:			
Outstanding Issues:	In discussions to extend this Work Authorization.		
Task		Status	Date Anticipated Completion % Complete
International Services		Complete	June 91%
WA Amount:	\$ 659,664.00	Outstanding Invoice Number	Days Old Invoice Amount
Billed To Date:	\$ 639,874.08	65-40619-PL-008	21 \$ 11,544.12
Paid To Date:	\$ 628,329.96		
Unpaid Balance:	\$ 11,544.12		
Funding Source:	Cameron County		
		Total:	\$ 11,544.12

# April Status Report

**HNTB**

Project PDA Coordination and Negotiation Support  
 Work Authorization ☒ 13 \_\_\_\_\_  
 Supplemental ☐ \_\_\_\_\_  
 Supplemental ☐ \_\_\_\_\_

WA Cost: \$ 790,903.00

SA Cost: \_\_\_\_\_

SA Cost: \_\_\_\_\_

Total Cost: \$ 790,903.00

**Description:** This Work Authorization provides support to the Authority and its Legal and Financial Advisors in the development of a Project Development Agreement (PDA) between the Authority and TxDOT concerning the development of the Port Spur, West Loop, and US 77 Improvements projects. Also includes support services for the procurement of a concession design-build developer

**Scope:** Support the CCRMA in negotiations with TxDOT and ZAI/ACS, and assist in the development of a Project Development Agreement (PDA) for SH 550, West Parkway, and US 77 Improvements, support the procurement of a design-build concessionaire

**Deliverable:** Engineering support in the development of a PDA. Additional work now includes the procurement of a concession CDA developer

## Project Activity

### CDA Procurement

<b>Status:</b>	Finalizing Request for Detailed Proposals
<b>Recent Activity:</b>	Addressed TxDOT/FHWA comments on RFDP for Industry Review, conducted One-on-one meetings with proposed Developer.
<b>Upcoming Activity:</b>	Complete response to TxDOT/FHWA comments. Conduct One-on-One Meetings with proposed Developer.
<b>Outstanding Issues:</b>	

Task	Status	Date of Anticipated Completion	% Complete
Design Review	Initiated		10%
Specification Review	Initiated		1%
CDA Requirements/Terms/Risk Assessment	Initiated		29%
CDA Procurement	Initiated		65%
Draft Technical Requirements/Obligations	Initiated		25%
Draft Operations/Tolling Obligations	Started PDA		10%
Draft Reporting/Maintenance Obligations	Started PDA		10%
Final Reviews, Recommendations, and Presentations	Not Started		0%
<b>WA Amount:</b> \$ 790,903.00	<b>Outstanding Invoice Number</b>	<b>Days Old</b>	<b>Invoice Amount</b>
<b>Billed To Date:</b> \$ 581,935.67	65-40619-PL-013	21	\$ 72,895.98
<b>Paid To Date:</b> \$ 509,039.69			
<b>Unpaid Balance:</b> \$ 72,895.98			
<b>Funding Source:</b>			
<b>Total: \$</b>			<b>72,895.98</b>

# April Status Report

# HNTB

Project	West Rail Design		
Work Authorization	16	WA Cost: \$	179,683.00
Supplemental	1	SA Cost: \$	138,732.00
Supplemental	2	SA Cost: \$	5,882.00
Supplemental	5	SA Cost: \$	44,070.00
Supplemental	6	SA Cost: \$	51,930.00
Supplemental	7	SA Cost: \$	34,925.00
		Total Cost: \$	455,222.00

**Description:** This work authorization includes additional items to the scope of the West Rail Relocation project. The West Rail Relocation is a six-mile new rail section that moves the existing rail through Brownsville and Matamoros west of the cities. As part of this project, a new bridge across the border crosses the Rio Grande River. Coordination involves the County, TxDOT, UPRR, DHS, and utility owners.

**Scope:** Utility coordination and evaluation, siphon extension design and PS&E, DHS bridge and building site items, and utility survey.

**Deliverable:** Utility estimates, design, coordination and resolution; siphon extension plans, specifications, and estimates; utility hookups for DHS building; and stakes and survey data items.

Project Activity			
<b>Utility Coordination and Evaluation</b>			
Status: Ongoing			
Recent Activity: TGS is preparing for construction of adjustments.			
Upcoming Activity: Continued adjustments of utilities; resolution on TransMontaigne items.			
Outstanding Issues: TxDOT is coordinating the adjustments with TransMontaigne.			
<b>Siphon Extension Design</b>			
Status: Complete			
Recent Activity: Complete			
Upcoming Activity:			
Outstanding Issues: None			
<b>DHS Building Items</b>			
Status: Ongoing			
Recent Activity: Continued coordination with contractor and DHS regarding DHS comments to plan set			
Upcoming Activity: Continued coordination with contractor and DHS regarding DHS comments to plan set and discussions with VACIS contractor SAIC for relocation of existing equipment			
Outstanding Issues: DHS has responded to prior inquiries and has now requested changes to the LAN room of the DHS facility. They have responded to telephone and generator requirements for the building and VACIS power requirements at track level. LAN room approved for 63 SF by DHS. No response from SAIC on track level power requirement (single or 3 phase) for VACIS.			
<b>Fencing and Lighting Supplement Items</b>			
Status: Continued changes to fencing / gate/ and lighting per DHS comments			
Recent Activity: Completed design			
Upcoming Activity: Continue to negotiate change order 1 items for lights and fencing with contractor.			
Outstanding Issues: Coordinate DHS comments for building specifications with contractor. Coordinate VACIS relocation with SAIC.			
Task	Status	Date of Anticipated Completion	% Complete
Project Management	Ongoing	TBD	100%
Utility Coordination and Evaluation	Ongoing	TBD	99%
Siphon Extension Design	Complete	3/12/2010	100%
DHS Building Items	Ongoing	TBD	100%
Supplement items (design, noise, mitigation)	Complete	3/12/2010	100%
Supplement items (fencing, lighting, gate)	Ongoing	2/28/2011	99%
WA Amount: \$	455,222.00	Outstanding Invoice Number	
Billed To Date: \$	453,475.75	Days Old	
Paid To Date: \$	453,475.75	Invoice Amount	
Unpaid Balance: \$	-		
Funding Sources:			
Total: \$ -			



# April Status Report

# HNTB

Project	South Padre Island Phase 3A
Work Authorization	17
Supplemental	2 Affected Env & Env Consequences
Supplemental	3 Affected Env & Env Consequences
Supplemental	4 Affected Env & Env Consequences

WA Cost: \$	2,965,831.00
SA Cost: \$	165,885.00
SA Cost: \$	415,622.00
SA Cost: \$	109,870.00
Total Cost: \$	3,657,208.00

**Description:** This Work Authorization provides engineering and environmental services associated with the development and advancement of the NEPA process for the proposed South Padre Island (SPI) 2nd Access Project in Cameron County, Texas. The proposed Project will provide important congestion relief for the Queen Isabella Memorial Causeway. The proposed SPI 2nd Access Project will also serve as a critical alternative evacuation route from the island in times of disaster, hurricanes, and other emergencies. The tasks associated with the Project will include the development of the necessary environmental documentation, corridor alternatives assessments, and related public involvement activities.

**Scope:** Prepare preliminary engineering, DEIS, Public Hearing, and FEIS

**Deliverable:** This Work Authorization continues remaining environmental and corridor alternatives assessment tasks necessary to advance the project to a selection of a Recommended Preferred Alternative and ultimately to a Record of Decision (ROD). After the selection of a Preferred Alternative a supplement for schematic design will be required.

## Project Activity

### Environmental

Status:	On-going (DEIS being processed)
Recent Activity:	DEIS submitted to FHWA Legal Review.
Upcoming Activity:	Respond to FHWA Legal Review.
Outstanding Issues:	Schedule slip due to delays in agency reviews; delay will affect public hearing.

### Design

Status:	Complete
Recent Activity:	Support Env in responding to comments
Upcoming Activity:	Prepare scope for Schematic Development. Continue coordination with Environmental.
Outstanding Issues:	Obtain approval of schematic scope and fee

### Economic Study

Status:	Completed draft economic study submitted in December 2009
Recent Activity:	Coordinate with DEIS
Upcoming Activity:	Respond to comments
Outstanding Issues:	

Task	Status	Date of Anticipated Completion	% Complete
Data Collection/Existing Conditional Analysis	Complete		100%
Preliminary Engineering Services	On-going		98%
Geometric Layout (Schematic Plan) Development (SWA)	NA	NA	NA
Value Engineering Participation	NA	NA	NA
Traffic Volume Development	NA	NA	NA
Innovative Financing Support	NA	NA	NA
Traffic Operational Analysis	NA	NA	NA
Economic Study	Complete		100%
Draft Environmental Impact Statement	On-going		82%
Affected Environment and Environmental Consequences	On-going		77%
Public Involvement	Public Hearing - Date TBD		0%
Field Surveying (SWA)	NA	NA	NA

WA Amount:	\$	3,657,208.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$	2,862,543.44	62-40619-PL-017	112	\$ 74,562.83
Paid To Date:	\$	2,697,900.96	63-40619-PL-017	84	\$ 40,551.83
Unpaid Balance:	\$	164,642.48	64-40619-PL-017	56	\$ 21,128.71
			65-40619-PL-017	21	\$ 28,399.11
Funding Source:					
Total: \$					164,642.48

# April Status Report

# HNTB

Project		SH 550 Toll Implementation
Work Authorization	21	Port Spur Sign and Gantry design
Supplemental	1	Overpass change order, Toll imp, PI efforts
Supplemental	2	Development of ILA

WA Cost: \$	63,369.00
SA Cost: \$	304,561.00
SA Cost: \$	224,425.00
SA Cost: \$	99,065.00
Total Cost: \$	691,420.00

**Description:** SH 550 is being designed and constructed by TxDOT. Currently the plans do not have Toll facilities included. To reduce the number of change orders and/or reconstruction in the area of gantry construction, TxDOT has agreed to incorporate gantry, signage and conduits into the plan set for letting in early 2010. Supplement 1 incorporates gantry plans into the existing TxDOT contract for the Overpass of FM 1847 which will be open in March, it also included procurement of the tolling for this overpass. Supplement 2 provides support for developing agreements with CTRMA and TTA on tolling initiation.

**Scope:** Develop gantry, signage, and conduit plans, specs, and estimates to insert into TxDOT PS&E set in time for letting. Supplement 1 added design of FM 1847 gantry and toll system implementation efforts. Supplement 2 added development of agreements.

**Deliverable:** PS&E for gantry, signage and conduits, Change order documents for FM 1847, Toll System implementation plans, tours of toll agencies, PI efforts in preparation for FM 1847 tolling. ILA for system integration, collections, and maintenance and support in setting up local CSS.

Project Activity	
<b>Toll Implementation</b>	
<b>Status:</b>	ILA between TTA and CTRMA Operations and Marketing continued
<b>Recent Activity:</b>	Continued ILA efforts with TTA and CTRMA •Weekly meetings with TTA and CTRMA •Coordination with Caseta on Toll integration
<b>Upcoming Activity:</b>	Continued marketing plan and setting up sites for TxTAG distribution and customer service.
<b>Outstanding Issues:</b>	Supplement need to continue coordination efforts
<b>Design</b>	
<b>Status:</b>	Ongoing
<b>Recent Activity:</b>	Toll gantry at FM 1847 open to traffic on March 10. No toll collection until May 10.
<b>Upcoming Activity:</b>	Test toll gantry at FM 1847 to prepare for toll collections starting May 10.
<b>Outstanding Issues:</b>	Oversight of toll equipment placement
<b>Public Involvement</b>	
<b>Status:</b>	Breeden/McCumber is handling the public involvement activities under another contract.
<b>Recent Activity:</b>	Assisted with meetings with TTA on coordination of TxTag marketing.
<b>Upcoming Activity:</b>	
<b>Outstanding Issues:</b>	Low TxTag sales to date.

Task	Status	Date of Anticipated Completion	% Complete
Gantry and Conduit design	Complete		100%
Signing Design	Complete		100%
Estimates	Complete		100%
Toll implementation Procurement	Complete		100%
Toll ILA development and oversight	Ongoing	June	99%
Public Involvement	Ongoing	TBD	60%
WA Amount: \$	691,420.00	Outstanding Invoice Number	Days Old
Billed To Date: \$	689,438.70	65-40619-PL-021	21
Paid To Date: \$	686,466.75		
Unpaid Balance: \$	2,971.95		
Funding Source:			
Total: \$			2,971.95

# April Status Report

# HNTB

Project		Olmito Switchyard PS&E
Work Authorization	23	Olmito Track and Grading PS&E
Supplemental	1	Olmito RIP and Lighting PS&E
Supplemental	2	Olmito Bid Documents & Advertisement
Supplemental	3	Permits & Off-site Utility Access
Supplemental	4	Expansion RIP Facility

WA Cost:	\$	145,519.00
SA Cost:	\$	183,763.00
SA Cost:	\$	41,632.00
SA Cost:	\$	60,035.00
SA Cost:	\$	72,458.00
Total Cost:	\$	503,407.00

**Description:** This Work Authorization is to provide plans, specifications, and estimates (PS&E) for the Union Pacific Railroad (UPRR) Olmito Yard expansion. The construction of these additional tracks will allow the UPRR to relocate their current yard operations from Harlingen to Olmito.

**Scope:** Design and preparation of PS&E for the Olmito Yard expansion, not including the repair-in-place (RIP) facility and lighting. This includes track, drainage, construction sequencing, SWPPP, bid package, specifications, quantities, construction estimate, and schedule. Supplement includes the RIP facility and Lighting PS&E (separate PS&E letting Package)

**Deliverable:** Olmito Switchyard PS&E package, including mylar sheets, bid package, estimate, and construction schedule.

## Project Activity

### Olmito Switchyard PS&E

Status:	Receiving comments from TxDOT on final PS&E package.
Recent Activity:	Submitted final plans and addressed Design Division comments.
Upcoming Activity:	Receive concurrence to advertise.
Outstanding Issues:	

Task	Status	Anticipated Completion	% Complete
<b>Olmito Switchyard PS&amp;E</b>			
Coordination with County, UPRR, and TxDOT	Complete	Complete	100%
Coordination of Field Survey	Complete	Complete	100%
Project Control Plans	Complete	Complete	100%
Railroad Track Plans and Profiles	Complete	Complete	100%
Construction Sequencing	Complete	Complete	100%
Drainage Plans and Profiles	Complete	Complete	100%
SWPPP	Complete	Complete	100%
Bid Package, Specifications, Quantities, and Estimates	Complete	Complete	100%
Pre-bid Conference and Requests for Information	Complete	Complete	100%
Field Surveys	Complete	Complete	100%

### Olmito RIP PS&E

Coordination with County and UPRR	Ongoing	5/1/2011	90%
Coordination of Geotechnical Borings	Complete	Complete	100%
Project Control Plans	Complete	Complete	100%
Railroad Track Plans and Profiles	Ongoing	Complete	100%
Construction Sequencing	Ongoing	Complete	100%
Drainage Plans and Profiles	Ongoing	Complete	100%
SWPPP	Ongoing	Complete	100%
RIP Facility Building, Crew Modular Building, and Structural Plans	Ongoing	Complete	100%
RIP Facility and Crew Modular Mechanical and Plumbing Plans	Ongoing	Complete	100%
Power and Lighting Plans	Ongoing	Complete	100%
Bid Package, Specifications, Quantities, and Estimates	Ongoing	Complete	100%
Pre-bid Conference and Requests for Information	Not Started		0%
Geotechnical Studies	Complete	Complete	100%
Field Surveys (Olmito Yard)	Complete	Complete	100%
Field Surveys (UPRR/RVSC Harlingen Yard)	N/A County Surveyor to handle	N/A	0%

WA Amount:	\$	503,407.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$	477,537.51	65-40619-DS-023	21	\$ 318.82
Paid To Date:	\$	477,218.69			
Unpaid Balance:	\$	318.82			
Funding Source:					
Total:					\$ 318.82

# April Status Report

# HNTB

Project SH 550 PS&E

Work Authorization ☐ 24 PS&E Phase 1

Supplemental ☐ 1 PS&E

Supplemental ☐

WA Cost: \$ 39,243.00

SA Cost: \$ 4,941,150.00

SA Cost: \$

Total Cost: \$ 4,980,393.00

**Description:** This Work Authorization provides engineering services associated with the development of plans, specifications, and estimates for the SH 550

**Scope:** This Work Authorization provides engineering services associated with the development of plans, specifications, and estimates for the SH 550 . Phase 1 is the intial scoping efforts. Phase 2 will include survey, geotech, design, specifications, and estimates.

**Deliverable:** Phase 1: general exhibit of limits of design, typical section, preliminarly cost estimate, determination of Geotechnical needs  
Phase 2: Survey, geotechnical, Final Plans, Specifications, and Estimates

Project Activity	
<b>Design</b>	
<b>Status:</b>	Started Phase 2
<b>Recent Activity:</b>	Submitted 90% PS&E on April 7.
<b>Upcoming Activity:</b>	Address any review comments on the 90% plans TxDOT may have.
<b>Outstanding Issues:</b>	Utility relocations in process of being relocated.

Task	Status	Anticipated Completion	% Complete
<b>Design</b>			
Phase 1 effort	Complete		100%
General Administration	In Progress	6/1/2011	85%
survey	Significantly Complete	3/1/2011	100%
Geotechnical Studies	Lab Work In-Progress	3/1/2011	100%
30% plans	Complete	12/2/2010	100%
60% plans	Complete	2/3/2011	100%
90% plans	Complete	4/7/2011	100%
letting documents	In Progress	5/31/2011	25%
WA Amount: \$	4,980,393.00	Outstanding Invoice Number	Days Old
Billed To Date: \$	3,992,163.00	65-40619-DS-024	21
Paid To Date: \$	3,003,933.00		
Unpaid Balance: \$	988,230.00		
Funding Source:			
Total: \$			988,230.00

# April Status Report

# HNTB

Project		General Brant
Work Authorization	26	General Brant
Supplemental	1	Section 404 Individual Permit App
Supplemental		

WA Cost: \$	208,639.00
SA Cost: \$	11,114.00
SA Cost:	
Total Cost: \$	219,753.00

**Description:** This Work Authorization provides professional services associated with the development of a Categorical Exclusion document and Section 404 Individual Permit application (with Conceptual Mitigation Plan) for improvements to General Brant Road (FM 106).

**Scope:** Project Management and Social, Economic and Environmental studies for CCRMA. Activities necessary for obtaining environmental clearance, including Section 404 permit from U.S. Army Corps of Engineers, for roadway improvements.

**Deliverables:** Categorical Exclusion and Section 404 Individual Permit with Conceptual Mitigation Plan.

## Project Activity

### Categorical Exclusion

<b>Status:</b>	On-going. Environmental document (categorical exclusion) being processed.
<b>Recent Activity:</b>	Received comments from TxDOT-Environmental Affairs Division on draft Categorical Exclusion; coordinating revisions with Pharr District. TxDOT-ENV has indicated that an Environmental Assessment may be required. Pharr District coordinating with TxDOT-ENV and FHWA regarding document type (CE or EA).
<b>Upcoming Activity:</b>	Document to be revised/resubmitted once document type issue is resolved by TxDOT and FHWA.
<b>Outstanding Issues:</b>	TxDOT-ENV has indicated that an Environmental Assessment may be required.

### Section 404 Individual Permit

<b>Status:</b>	Ongoing
<b>Recent Activity:</b>	Section 404 Permit application revised/updated and submitted to Pharr District for forwarding to U.S. Army Corps of Engineers.
<b>Upcoming Activity:</b>	Revise Section 404 Permit application based on US Army Corps of Engineers comments.
<b>Outstanding Issues:</b>	None

Task		Status	Date of Anticipated Completion	% Complete
Categorical Exclusion document preparation		Ongoing	March 2011	87%
Section 404 Individual Permit (with Conceptual Mitigation Plan)		Ongoing	March 2011	82%
WA Amount:	\$ 219,753.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ 210,962.88	65-40619-PL-026	21	\$ 2,197.53
Paid To Date:	\$ 208,765.35			
Unpaid Balance:	\$ 2,197.53			
Funding Source:				
Total:			\$	2,197.53

# April Status Report

**HNTB**

Project Olmito Switchyard CI Services  
 Work Authorization ☒ 28 Construction & Inspection Services  
 Supplemental ☐ \_\_\_\_\_  
 Supplemental ☐ \_\_\_\_\_  
 Supplemental ☐ \_\_\_\_\_

WA Cost: \$ 674,150.00

SA Cost: \_\_\_\_\_

SA Cost: \_\_\_\_\_

SA Cost: \_\_\_\_\_

Total Cost: \$ 674,150.00

**Description:** This Work Authorization is to provide construction inspection (CI) for the Union Pacific Railroad (UPRR) Olmito Yard expansion. The construction of these additional tracks will allow the UPRR to relocate their current yard operations from Harlingen to Olmito.

**Scope:** Construction administration for the Olmito Yard expansion, not including the repair-in-place (RIP) facility and lighting. This includes track, drainage, construction sequencing, SWPPP, pay estimates, quantities, and schedule.

**Deliverable:** Olmito Switchyard pay estimates, ARRA paperwork, and construction schedule.

## Project Activity

**Olmito Switchyard Construction Inspection Services (CI)**

**Status:** Construction at 99% complete

**Recent Activity:** Yard: Track construction at 100% complete.

**Upcoming Activity:** Construction of North Access Road

**Outstanding Issues:** SWA #01 and SWA #02 for the North Access Road need to be approved.

Task		Status	Anticipated Completion	% Complete
<b>Olmito Switchyard Construction Inspection Services (CI)</b>				
Project Management, Administration, QA/QC		Ongoing	3/31/2011	99%
Process Invoices and Progress Reports		Ongoing	5/28/2011	99%
<b>Construction Inspection Services</b>		Ongoing	3/31/2011	99%
Construction Management		Ongoing	5/28/2011	99%
Construction Observation and Inspection		Ongoing	4/28/2011	99%
Record Keeping and File Management		Ongoing	5/28/2011	99%
Schedule		Ongoing	3/31/2011	95%
<b>Project Close-Out</b>				
Construction Management		Ongoing	6/30/2011	20%
Record Keeping and File Management		Ongoing	6/30/2011	30%
WA Amount:	\$ 674,150.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ 640,442.50	65-40619-CN-028	21	\$ 33,707.50
Paid To Date:	\$ 606,735.00			
Unpaid Balance:	\$ 33,707.50			
Funding Source:				
Total:				\$ 33,707.50

# April Status Report

# HNTB

Project		FM 511 (SH 550) Permit Services
Work Authorization	29	Permitting Services
Supplemental	1	
Supplemental		
Supplemental		

WA Cost:	\$	52,759.00
SA Cost:	\$	94,911.00
SA Cost:	\$	-
SA Cost:	\$	-
Total Cost:	\$	147,670.00

**Description:** The SH 550 Re-Evaluation project provides professional services and deliverables in support of the CCRMA's development of the SH 550 toll project from US 77/83 to SH 48 and the proposed entrance to the Port of Brownsville. The focus of the re-evaluation will be on the effects of tolling the project. Supplements focus on developing mitigation plans and permit approval.

**Scope:** Project Management and Social, Economic and Environmental studies for the AUTHORITY. Environmental Activity necessary for obtaining Re-evaluation clearance for a tolled roadway. Development of plans for mitigation site.

**Deliverable:** Environmental Activity necessary for obtaining Re-evaluation clearance for a tolled roadway

## Project Activity

### Environmental

Status:	Permits Received
Recent Activity:	Permits Received
Upcoming Activity:	WA complete
Outstanding Issues:	

### Design

Status:	SH 550 Bids received
Recent Activity:	support efforts complete
Upcoming Activity:	WA complete
Outstanding Issues:	

### Other

Status:	-
Recent Activity:	-
Upcoming Activity:	-
Outstanding Issues:	-

Task	Status	Date of Anticipated Completion	% Complete
Environmental Assessment Doc. Preparation	Complete	complete	100%
Wetland Delineation, Permitting and Mitigation (supplement 2)	Complete	complete	100%
Public Involvement	Complete	complete	100%
PS&E plans for TxDOT (supplement 3)	complete	complete	100%
Re-evaluation of EA for mitigation property (supplement 3)	complete	complete	100%

WA Amount:	\$	147,670.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$	94,938.60	65-40619-PL-029	21	\$ 2,637.95
Paid To Date:	\$	92,300.65			
Unpaid Balance:	\$	2,637.95			
Funding Source:	County License Plate Fees				

Total: \$ 2,637.95

# April Status Report

# HNTB

Project		Olmito RFI, Shop Drawings
Work Authorization	<input type="text" value="31"/>	RFI, Shop Drawings
Supplemental	<input type="text"/>	
Supplemental	<input type="text"/>	
Supplemental	<input type="text"/>	

WA Cost: \$ 116,016.00

SA Cost:

SA Cost:

SA Cost:

Total Cost: \$ 116,016.00

**Description:** This Work Authorization is to provide responses to Requests for Information (RFI) from the contractor, and to provide Shop Drawing Reviews and to provide a set of As-Built construction drawings.

**Deliverable:** Responses to RFIs, shop drawing reviews and As-Built construction drawings.

## Project Activity

**Olmito RFI, Shop Drawings**

**Status:** Ongoing.

**Recent Activity:** Responded to RFIs.

**Upcoming Activity:** Respond to RFIs on an as needed basis.

**Outstanding Issues:**

Task		Status	Anticipated Completion	% Complete
<b>Olmito RFI, Shop Drawings</b>				
Project Management and Coordination				30%
General Administration				30%
Requests for Information (RFI)				30%
Shop Drawing Review				0%
As-Built Construction Drawings				0%
WA Amount:	\$ 116,016.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ 33,517.15	65-40619-CN-031	21	\$ 8,175.87
Paid To Date:	\$ 25,341.28			
Unpaid Balance:	\$ 8,175.87			
Funding Source:				
			Total: \$	8,175.87



# April Status Report

**HNTB**

Project		Port Access RFI, Shop Drawings
Work Authorization	<input checked="" type="checkbox"/> 32	RFI, Shop Drawings
Supplemental	<input type="checkbox"/>	
Supplemental	<input type="checkbox"/>	
Supplemental	<input type="checkbox"/>	

WA Cost: \$ 24,411.00

SA Cost:

SA Cost:

SA Cost:

Total Cost: \$ 24,411.00

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

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

## Deliverable:

### Project Activity

#### Port Access RFI, Shop Drawings

**Status:** Respond to RFIs on an as needed basis.

**Recent Activity:** Responded to multiple RFIs.

**Upcoming Activity:** Respond to RFIs on an as needed basis.

**Outstanding Issues:** Roadway construction complete. Bridge construction to be complete at a later date.

Task		Status	Anticipated Completion	% Complete
<b>Port Access RFI, Shop Drawings</b>				
Project Management				95%
Respond to Requests for Information				95%
WA Amount:	\$ 24,411.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ 23,154.82	65-40619-CN-032	21	\$ 2,007.77
Paid To Date:	\$ 21,147.05			
Unpaid Balance:	\$ 2,007.77			
Funding Source:				
Total: \$				2,007.77

# April Status Report

**HNTB**

Project West Rail Construction & Inspection Services  
 Work Authorization ☒ 33 Construction & Inspection Services  
 Supplemental ☐ \_\_\_\_\_  
 Supplemental ☐ \_\_\_\_\_  
 Supplemental ☐ \_\_\_\_\_

WA Cost: \$ 1,255,920.00

SA Cost: \_\_\_\_\_

SA Cost: \_\_\_\_\_

SA Cost: \_\_\_\_\_

Total Cost: \$ 1,255,920.00

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

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

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

## Project Activity

### West Rail Bypass Construction Inspection

Status:	Ongoing.
Recent Activity:	Building Fill for track, building bridge structures
Upcoming Activity:	Continued construction of DHS building, construction of bridge bents, and fill for track construction.
Outstanding Issues:	Change order for the DHS changes to the fence and bridge items.

Task	Status	Anticipated Completion	% Complete
<b>West Rail Construction Inspection Services (CI)</b>			
Project Management, Administration, QA/QC	Ongoing	2/1/2012	20%
Process Invoices and Progress Reports	Ongoing	2/1/2017	15%
<b>Construction Inspection Services</b>	Ongoing	11/1/2011	20%
Construction Management	Ongoing	11/1/2011	20%
Construction Observation and Inspection	Ongoing	11/1/2011	20%
Record Keeping and File Management	Ongoing	11/1/2011	20%
Schedule	Ongoing	11/1/2011	20%
<b>Project Close-Out</b>			
Construction Management	Pending	2/1/2012	0%
Record Keeping and File Management	Pending	2/1/2012	0%
Post Construction Services	Pending	2/1/2017	0%
WA Amount: \$ 1,255,920.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date: \$ 251,184.00	62-40619-CN-033	112	\$ 68,324.00
Paid To Date: \$ 62,796.00	63-40619-CN-033	84	\$ 57,268.00
Unpaid Balance: \$ 188,388.00	65-40619-CN-033	21	\$ 62,796.00
Funding Source:			
Total: \$ 188,388.00			

# April Status Report

# HNTB

Project Outer Parkway Planning Study  
 Work Authorization ☒ 36 Outer Parkway Plannin Study  
 Supplemental ☐ \_\_\_\_\_  
 Supplemental ☐ \_\_\_\_\_

WA Cost: \$ 103,839.00

SA Cost: \_\_\_\_\_

SA Cost: \_\_\_\_\_

Total Cost: \$ 103,839.00

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

**Scope:** This Work Authorization includes the development of an environmental and engineering constraints map, environmental constraints report, and corridor identification report to aid in the establishment of the alignment of the Outer Parkway

**Deliverable:** Constraints map, environmental constraints/corridor identification report

## Project Activity

### Outer Parkway Planning Study

Status: Ongoing

Recent Activity:

Updating/finalizing Corridor Identification Report.

Upcoming Activity:

Official submission of report.

Outstanding Issues:

Task		Status	Date of Anticipated Completion	% Complete
<b>Outer Parkway Planning Study</b>				
Project Management and Coordination		On going	3/1/2011	90%
Data Collection		On going	3/1/2011	100%
Meetings/Management		On going	3/1/2011	95%
WA Amount:	\$ 103,839.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ 100,723.83	65-40619-PL-036	21	\$ 2,076.78
Paid To Date:	\$ 98,647.05			
Unpaid Balance:	\$ 2,076.78			
Funding Source:				
Total:				\$ 2,076.78

# April Status Report

**HNTB**

Project		Transportation Reinvestment Zones
Work Authorization	<input checked="" type="checkbox"/> 37	Transportation Reinvestment Zones
Supplemental	<input type="checkbox"/>	
Supplemental	<input type="checkbox"/>	

WA Cost: \$ 541,074.00

SA Cost: \_\_\_\_\_

SA Cost: \_\_\_\_\_

Total Cost: \$ 541,074.00

**Description:** This work authorization provides services and deliverables perform services required for the identification and establishment of Cameron County Transportation Reinvestment Zone No. 1.

**Scope:** This document specifies the necessary tasks and subtasks to perform services related to the analysis of a Transportation Reinvestment Zone (TRZ) in Cameron County. The TRZ may encompass the following roadways: US 77/83, US 281 Connector, SH 550, FM 509, West Parkway, and the Outer Parkway. The scope of work is divided into two phases with detailed tasks. It is likely that the phases will overlap and that detailed subtasks will be modified based on initial findings, data availability, and stakeholder input.

**Deliverable:** TRZ Map and Property Database, TRZ Revenue Estimates

## Project Activity

### Transportation Reinvestment Zone

Status: Ongoing

Recent Activity:

- Established baseline values of properties to be included in the TRZ
- Continued missing parcel research

Upcoming Activity:

Develop revenue forecast based on established baseline values and updated Census data

Outstanding Issues:

Task		Status	Date of Anticipated Completion	% Complete
<b>Transportation Reinvestment Zones</b>				
Project Management and Coordination		On going		45%
Kick Off Meeting		On going	11/4/2010	100%
TRZ Boundary Public Hearing		On going	11/11/2010	100%
Complete Phase I		Complete	12/17/2010	100%
Complete Phase II		On going	7/27/2011	25%
WA Amount:	\$ 541,074.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ 351,698.10	65-40619-PL-037	21	\$ 81,161.10
Paid To Date:	\$ 270,537.00			
Unpaid Balance:	\$ 81,161.10			
Funding Source:				
Total: \$				81,161.10

# HNTB

WA Cost:	\$	37,739.00
SA Cost:		
SA Cost:		
SA Cost:		
Total Cost:	\$	37,739.00

Task			Status	Anticipated Completion	% Complete
<b>Port Access RFI, Shop Drawings</b>					
Project Management					15%
Respond to Requests for Information					15%
Shop Drawing Review					0%
WA Amount:	\$ 37,739.00	Outstanding Invoice Number	Days Old	Invoice Amount	
Billed To Date:	\$ 4,975.25	65-40619-CN-038	21	\$ 2,529.55	
Paid To Date:	\$ 2,445.70				
Unpaid Balance:	\$ 2,529.55				
Funding Source:					
			Total:	\$	2,529.55

# April Status Report

**HNTB**

Project		West Rail RFI, As-Built
Work Authorization	40	West Rail RFI, As-Built
Supplemental		
Supplemental		
Supplemental		

WA Cost:	
SA Cost:	
SA Cost:	
SA Cost:	

Total Cost: \$ -

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

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

## Deliverable:

## Project Activity

### West Rail RFI, Shop Drawings

Status:	Respond to RFIs on an as needed basis.
Recent Activity:	Responded to multiple RFIs.
Upcoming Activity:	Respond to RFIs on an as needed basis.
Outstanding Issues:	Seeking solution to construction of drilled shafts at Bent #41.

Task		Status	Anticipated Completion	% Complete
<b>West Rail RFI, Shop Drawings</b>				
Project Management				35%
Respond to Requests for Information				35%
WA Amount:	\$ -	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ 54,183.65	62-40619-CN-040	112	\$ 10,929.32
Paid To Date:	\$ -	63-40619-CN-040	84	\$ 11,847.54
Unpaid Balance:	\$ 54,183.65	64-40619-CN-040	65	\$ 11,925.31
		65-40619-CN-040	21	\$ 19,481.48
Funding Source:				
Total:				\$ 54,183.65

# April Status Report

**HNTB**

Project US 77 PS&E  
 Work Authorization ☒ 41 PS&E  
 Supplemental ☐   
 Supplemental ☐

WA Cost: \$ 2,619,905.00  
 SA Cost: \$ 107,577.00  
 SA Cost:   
 Total Cost: \$ 2,727,482.00

**Description:** This Work Authorization provides engineering services associated with the development of plans, specifications, and estimates for the US 77

**Scope:** This Work Authorization provides engineering services associated with the development of plans, specifications, and estimates for the US 77, and will include survey, geotech, design, specifications, and estimates.

**Deliverable:** Survey, geotechnical, Final Plans, Specifications, and Estimates

## Project Activity

<b>Design</b>	
Status:	Waiting on TxDOT review comments 100% Mylars
Recent Activity:	Waiting on TxDOT review comments 100% Mylars
Upcoming Activity:	Complete responses to TxDOT Design Division review comments - if any.
Outstanding Issues:	

Task		Status	Anticipated Completion	% Complete
<b>Design</b>				
Phase 1 effort		Complete		100%
General Administration		na		97%
survey		na		100%
Geotechnical Studies		na		100%
30% plans		na		100%
65% plans		na		100%
90% plans		na		100%
letting documents		na		97%
WA Amount:	\$ 2,727,482.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ 2,727,482.00	65-40619-DS-041	21	\$ 27,274.82
Paid To Date:	\$ 2,700,207.18			
Unpaid Balance:	\$ 27,274.82			
Funding Source:				
Total:				\$ 27,274.82



Project		East Loop EA
Work Authorization	42	East Loop EA
Supplemental		
Supplemental		

WA Cost:	\$	250,326.00
SA Cost:		
SA Cost:		
Total Cost:	\$	250,326.00

**Description:** Oversight and management of State Highway 32 environmental studies.

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

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

### Project Activity

East Loop EA

<b>Status:</b>	On-going. SH 32-West EA prepared/being processed. SH 32-East EA being prepared.
----------------	---

**Recent Activity:**

Continued coordination with S&B and TEI/AECOM.

**Upcoming Activity:**

Continued coordination with S&B and TEI/AECOM. HNTB review of draft SH 32-East environmental assessment; submission to TxDOT in late-April.

**Outstanding Issues:** Additional Historic Survey required for SH 32-West.

Task			Status	Date of Anticipated Completion	% Complete
<b>East Loop EA</b>					
Project Management and Coordination					25%
WA Amount:	\$ 250,326.00	Outstanding Invoice Number	Days Old	Invoice Amount	
Billed To Date:	\$ 75,097.80				
Paid To Date:	\$ 75,097.80				
Unpaid Balance:	\$ -				
Funding Source:					
			Total:	\$	-





Project		SH 550 State Infrastructure Bank Loan
Work Authorization	43	SH 550 SIB Loan
Supplemental		
Supplemental		

WA Cost: \$ 96,781.00

SA Cost: \_\_\_\_\_

SA Cost: \_\_\_\_\_

**Total Cost: \$ 96,781.00**

**Description:** Provide technical support and information for the preparation of the SH 550 SIB Loan Application

**Scope:** This Work Authorization allows the GEC to work with CCRMA's traffic and revenue consultant and financial consultant to develop range of (or specific) requested amount of SIB funding.

**Deliverable:** • Support materials for SIB loan application

### Project Activity

## SH 550 SIB Loan

Status:	on-going
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No activity.

**Recent Activity:**

Expect to resume Summer 2011.

**Upcoming Activity:**

**Outstanding Issues:** SIB Loan rules may change. Therefore, schedule may be moved to complete at a later date.

Task	Status	Date of Anticipated Completion	% Complete
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## SH 550 SIB Loan

Project Management and Coordination	ongoing	3/31/2011	30%
Kick-off Meeting	complete	11/4/2010	100%
Project Meetings	ongoing	3/31/2011	20%
Develop project development, operations, and maintenance costs	ongoing	1/31/2011	25%
Provide additional support in development of loan application	ongoing	3/31/2011	20%

WA Amount:	\$	96,781.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$	38,712.40	62-40619-PL-043	112	\$ 2,903.43
Paid To Date:	\$	11,613.72	63-40619-PL-043	84	\$ 20,324.01
Unpaid Balance:	\$	27,098.68	64-40619-PL-043	56	\$ 3,871.24

Funding Source:				

Total:	\$	27,098.68
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# April Status Report

**HNTB**

Project Port Isabel Access Road  
 Work Authorization ☒ 44 SH 48 to the Port Isabel Port Access  
 Supplemental ☐ \_\_\_\_\_  
 Supplemental ☐ \_\_\_\_\_

WA Cost: \$ 21,116.00

SA Cost: \_\_\_\_\_

SA Cost: \_\_\_\_\_

Total Cost: \$ 21,116.00

**Description:** Preparing a Limited Phase II Report in letter form that will consist of document review and a field visit, sampling and testing, and results analyzed and included in the report

**Scope:** This Work Authorization is for drilling three test holes along the proposed corridor of the Port Access Road to determine if further study should be performed. A Limited Phase II Report in letter form will be created. The project is approximately 1.0 +/- miles in length beginning at SH 48 and ending at the Port Isabel access.

**Deliverable:** Report in letter form that will include the findings of the Limited Phase II Environmental Site Assessment.

## Project Activity

### SH 550 SIB Loan

<b>Status:</b>	Three test holes were drilled.
<b>Recent Activity:</b>	Began creating report.
<b>Upcoming Activity:</b>	Submit report to CCRMA.
<b>Outstanding Issues:</b>	

Task	Status	Date of Anticipated Completion	% Complete
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### SH 550 SIB Loan

Project Management and Coordination	ongoing	X/XX/2011	20%
Test Hole Drilling	complete	X/XX/2011	100%
Report	ongoing	X/XX/2011	20%

<b>WA Amount:</b>	\$ 21,116.00	<b>Outstanding Invoice Number</b>	<b>Days Old</b>	<b>Invoice Amount</b>
<b>Billed To Date:</b>	\$ 3,167.40	65-40619-PL-044	21	\$ 3,167.40
<b>Paid To Date:</b>	\$ -			
<b>Unpaid Balance:</b>	\$ 3,167.40			
<b>Funding Source:</b>				

Total: \$ 3,167.40



Project		I-69 Pass Through Application
Work Authorization	45	I-69 Pass Through Application
Supplemental		
Supplemental		

WA Cost: \$ 149,743.00

SA Cost: \_\_\_\_\_

SA Cost: \_\_\_\_\_

**Total Cost: \$ 149,743.00**

**Description:** This Work Authorization provides services to develop and submit a Pass-Through Financing Application for the improvement of US 77 to Interstate Highway standards in Cameron, Willacy, Kenedy, Kleberg, and Nueces Counties, Texas

**Scope:** It is the desire of the AUTHORITY to develop and construct roadway improvements utilizing the Pass Through Financing provisions of the State of Texas House Bill 3588. The project is to develop and submit a Pass Through Financing Application for the improvement of US 77 to Interstate Highway standards in Cameron, Willacy, Kenedy, Kleberg, and Nueces Counties, Texas.

**Deliverable:** Ten (10) hardcopies and one PDF digital copy of the Pass Through Financing Application

## Project Activity

## I-69 Pass Through Application

<b>Status:</b>	Applicatoin due to TxDOT on March 1, 2011.
----------------	--

**Recent Activity:**

Addressed request for clarification from TxDOT; coordination with TxDOT on status of application reviews

**Upcoming Activity:**

Address any review comments or questions if necessary.

### Outstanding Issues:

None

Task			Status	Date of Anticipated Completion	% Complete
<b>I-69 Pass Through Application</b>					
Project Management and Coordination			ongoing	3/11/2011	98%
Kick-off Meeting			Complete	2/1/2011	100%
Project Meetings			ongoing	3/11/2011	98%
Develop Application			Complete	3/11/2011	100%
WA Amount:	\$ 149,743.00	Outstanding Invoice Number	Days Old	Invoice Amount	
Billed To Date:	\$ 146,748.14	63-40619-PL-045	84	\$ 59,897.20	
Paid To Date:	\$ 82,358.65	65-40619-PL-047	21	\$ 4,492.29	
Unpaid Balance:	\$ 64,389.49				
Funding Source:					
			Total:	\$ 64,389.49	

**VI. CONSIDERATION AND APPROVAL OF FIRST  
AMENDMENT TO AGREEMENT FOR GENERAL  
CONSULTING ENGINEERING SERVICES BETWEEN  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
AND HNTB CORPORATION**

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**CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY**

**AGREEMENT FOR**

**GENERAL CONSULTING  
CIVIL ENGINEERING SERVICES**

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**Appendix A Scope of Services**

**Appendix B Rate Schedule**

**Appendix C Key Personnel**

**Appendix D Work Authorization**

**Appendix E RFQ Response**

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**AMENDED AND RESTATED AGREEMENT FOR**  
**GENERAL CONSULTING CIVIL ENGINEERING SERVICES**

**THIS AMENDED AND RESTATED AGREEMENT**, made as of this \_\_\_ day of May, 2011, by and between the **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY** (CCRMA), 1100 E. Monroe, Suite 256, Brownsville, Texas 78520, hereinafter referred to as the "Authority", and **HNTB CORPORATION**, 2494 Central Blvd., Suite A, Brownsville, TX 78520, hereinafter referred to as the "GEC".

**W I T N E S S E T H:**

**WHEREAS**, pursuant to a 2006 Qualifications based selections process, HNTB Corporation was selected by CCRMA as the General Engineering Consultant (GEC) for the Authority and effective in the original agreement (the "Original Agreement") dated February 16, 2006;

**WHEREAS**, HNTB has advanced and assisted in accomplishing the goals of the Authority;

**WHEREAS**, Section 5. TIME OF PERFORMANCE allows the Authority to extend the term of the Agreement upon agreement of both parties;

**WHEREAS**, the parties now propose additional changes to the Original Agreement and therefore restate and amend the "Original Agreement" to read in its entirety as set forth in this Agreement;

NOW, THEREFORE, in consideration of payments hereinafter stipulated to be made to the GEC by the Authority, the parties do hereby agree as follows:

1. **THE SERVICES, GENERALLY.**

The Authority hereby retains the GEC to serve as the Authority's General Engineering Consultant pursuant to the terms set forth in this Agreement and all work to be performed by or on behalf of the GEC hereunder is hereinafter referred to as the "services". In performing the services, the GEC shall operate as an extension of, and in



complete coordination with, the Authority's staff with respect to all projects which now or in the future are studied, constructed or operated by the Authority (the "Projects") provided that nothing herein shall alter the GEC's status as an independent contractor as fully set forth in Section 19 below. To that end, the GEC shall represent, advance, and further the interests of the Authority throughout all aspects and phases of the Authority's activities and shall, when and as requested by the Authority, support the Authority in its dealings with contractors and suppliers, engineers and other consultants, the Authority's general counsel and accountants, financial advisor, traffic and revenue advisors, bond counsel, rating agencies and underwriters, governmental entities and the public, all in accordance with the standards customarily possessed and exercised by a practicing member of the engineering profession enjoying a favorable national reputation and currently practicing under similar circumstances. The GEC, as part of the services, shall also assist the Authority in the updating and implementing the Strategic Plan and periodic amendments thereto, and shall work to enable the Authority to achieve the goals established in the Strategic Plan. For specific aspects of the services, the GEC shall be expected to operate independently from the Authority and without extensive oversight and direction. The GEC shall commit the personnel and resources required to respond promptly and fully to the responsibilities and tasks assigned by the Authority throughout the term of the GEC's performance of the services described in this Agreement. Insofar as the GEC is operating as an extension of the Authority's staff, the Authority shall require all construction contractors and design engineers performing services on any Project to include the GEC as an additional insured on their general and automobile liability insurance policies, and to indemnify the GEC in the same manner and to the

same extent as such contractors and engineers indemnify the Authority, except with respect to the GEC's own negligence or willful acts.

2. **SCOPE OF SERVICES.**

Without limiting the provisions of Sections 1 or 3 hereof, the services the Authority may call upon the GEC to provide shall encompass the numerous facets of feasibility evaluation, conceptual design, planning, final design, financing, construction management, inspection, coordination, and other related activities necessary to plan, finance, construct, operate and maintain all facilities contemplated or now owned by the Authority. A detailed description of the services is set forth on the Scope of Services, attached hereto as Appendix A and made a part hereof. Throughout the term of this Agreement, the Authority shall instruct the GEC to perform specific services through the issuance of Work Authorizations or otherwise in accordance with this Agreement. Except as provided in Section 14 below, the GEC shall only be compensated for those activities undertaken in connection with a validly issued Work Authorization.

3. **"CONSULTING ENGINEERS" UNDER TRUST AGREEMENTS.**

Without limiting the provision of Sections 1 and 2 above, the GEC shall perform the obligations of the "Consulting Engineers" under any future Authority Trust Agreements entered into during the period of this Agreement.

4. **COMPENSATION.**

a. **BASIS FOR COMPENSATION.** The Authority agrees to pay, and the GEC agrees to accept as full and sufficient compensation and reimbursement for the performance of all services as set forth herein, such sums as are computed using (i) the actual hourly salary rates for employees in the positions/classes

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

b. **THE MULTIPLIER.** The applicable multiplier for all GEC employees providing services under this Agreement shall be 2.8509 (the "Multiplier"). Currently, it is anticipated that there will be only one multiplier used by the parties. However, in the event that the GEC employees or subconsultants work in facilities owned or leased by the Authority the multiplier for such employees or subconsultants shall be adjusted downward to reflect the

Authority's burden of overhead associated with such employees or subconsultants and the corresponding relief from overhead obligations for such employees and subconsultants to the GEC. Any such adjustments will be agreed upon by the Authority and the GEC, effective as of such time as the GEC employees or subconsultants begin working in facilities owned or leased by the Authority.

c. **COMPUTATION AND ADJUSTMENT OF THE MULTIPLIER.** The negotiated Multiplier for this Agreement was determined by utilizing the GEC's auditable overhead rate as allowed under the provisions of 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR 31). The GEC represents that at all times throughout the term of this Agreement, that the Standard Multiplier shall not exceed either (i) the GEC's auditable overhead rate determined in accordance with said Regulations, or (ii) the multiplier utilized by the GEC in its agreements with the Texas Department of Transportation. For the purposes of this Agreement, the initial Multiplier is based upon an overhead rate of 1.4790 times direct labor cost, plus fifteen percent (15%) for profit, for a Multiplier of 2.8509 times direct labor cost (computed as follows:  $(1 + 1.4790 \times 1.150)$ ).

The Multiplier will be adjusted up or down according to the GEC's audited FAR overhead rate for the preceding year, with the first such adjustment occurring as of January 1, 2012 and, thereafter, as of each subsequent January 1 during the term of this Agreement. The profit factor shall not be adjusted thereafter absent written agreement of the parties, including approval of the Authority's board of directors.

d. EXPENSES. As indicated above, the compensation computed in accordance with subsections 4.a. and b. is anticipated by the Authority and the GEC to be full and sufficient compensation and reimbursement for the services, and includes all customary out-of-pocket expenses anticipated to result from the GEC's performance under the Agreement that are included in the computation of the FAR overhead rate, such as office supplies, telecommunications systems, postage, photocopying, computer hardware/software and service charges, and similar costs. Notwithstanding the foregoing, the GEC shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the GEC that are necessary for the performance of its duties under this Agreement and which are not included in the FAR overhead rate, said expenses being limited to travel costs, printing costs, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the GEC employee or subconsultant, and other expenses directly approved, in advance, by the Authority. Except for automobile expenses paid at the federal mileage rate and travel paid at state approved rates (if available), all such reimbursement shall be at one-hundred percent (100%) of the actual cost thereof paid by the GEC to unaffiliated entities; provided, however, that all amounts in excess of \$1,500 for which the GEC intends to seek reimbursement pursuant to this subsection 4.d. must be approved in advance and in writing by the Authority, except when such advance approval is impractical due to a bona fide emergency situation. The Authority shall not reimburse the GEC for travel, lodging, and similar expenses incurred by the GEC to bring additional staff to its local office or to otherwise

reassign personnel to provide basic engineering support of the GEC's performance of the services, provided, however, that the Authority shall reimburse, but only in accordance with the terms of this subsection 4.d., such costs incurred by the GEC to bring to its local office or the Authority's facilities, with advance approval by the Authority, staff with specialized skills or expertise required for the services and not customarily available from a staff providing general consulting civil engineering services of the type described in this agreement. The GEC shall take all reasonable steps to acquire all goods and services subject to reimbursement by the Authority under this Agreement on a tax-free basis pursuant to the Authority's tax-exempt status described in subsection 4.j.

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

f. **INVOICES AND RECORDS.** The GEC shall submit two (2) copies of its monthly invoices certifying the salaries and expenses incurred in providing the services under this Agreement during the previous month, and shall also present a reconciliation of monthly invoices and the work authorization (and related

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

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

h. **NO ADJUSTMENTS TO RATE SCHEDULE AND MULTIPLIERS.** Except as otherwise expressly provided in subsection 4.a. above (including the adjustment to the profit factor authorized on January 1, 2008, and January 1, 2009), the Authority and the GEC shall not make adjustments to the Multiplier

during the term of this Agreement. The Authority and the GEC do not anticipate that any services, work, deliverables or expenses of any nature shall be undertaken or incurred by the GEC on behalf of the Authority that constitute "Extra Work" or otherwise fall outside the terms of this Agreement. Unless the parties otherwise expressly agree in writing to the contrary, all services of any nature undertaken by the GEC or its subconsultants during the term of this Agreement on behalf of the Authority shall be conclusively presumed to have been undertaken under, and be subject to, the terms of this Agreement.

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

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

Commerce Bank	
ABA Number:	101000019
Account Name:	HNTB Corporation
	715 Kirk Drive
	Kansas City, MO
Account Number:	000009713

k. **TIMING OF PAYMENTS.** Payment of any undisputed amounts invoiced to the Authority by the GEC shall be made as follows:

(i) For amounts invoiced by the GEC for services which are reimbursable by TxDOT pursuant to a toll equity grant, financial assistance agreement, or any other form of financial assistance, the Authority shall submit a payment request to TxDOT within fifteen (15) days of receipt of a conforming invoice from the GEC. Payment shall be



due to the GEC from the Authority within thirty (30) days of the Authority's receipt of payment from TxDOT. Amounts of the type described in this subparagraph (i) outstanding for more than sixty (60) days after the Authority's receipt of payment from TxDOT shall accrue interest at the prime rate as published in the *Wall Street Journal* (or other accepted financial journal in the event that the *Wall Street Journal* ceases publication or fails to include current prime rates within its reported information) on the date payment is due or the first business day thereafter if the due date is a weekend or federal holiday (the "Prime Rate"). Notwithstanding anything to the contrary in this Agreement, the Authority shall have no responsibility for payment of amounts which are submitted to TxDOT for reimbursement under a toll equity grant, financial assistance agreement, or any form of financial assistance but which TxDOT refuses to pay, in whole or in part.

(ii) For amounts invoiced by the GEC to the Authority for all properly authorized services which are not subject to reimbursement by TxDOT, payment shall be due within sixty (60) days of receipt by the Authority of the invoice and all necessary supporting documentation. Past due amounts shall accrue interest at the lesser of the maximum rate allowed by law or the Prime Rate. In the event that more than \$200,000 of costs of the type described in this subparagraph (ii) are due and payable for more than ninety (90) days, the GEC shall be entitled, upon thirty (30) days prior written notice to the Authority, to cease performing any further services for the Authority which is not of a type which is subject to reimbursement by TxDOT. Notwithstanding the foregoing, any amounts due under this subparagraph (ii) shall be paid out of the proceeds of the first Authority bond issue to occur after accrual of the costs owed, provided that such payment is not prohibited by covenants or other restrictions contained in the bond documents for the bond issue.

(iii) Any amounts invoiced to the Authority by the GEC and for which the Authority disputes payment, or reimbursable amounts disputed by TxDOT, the period for payment shall not commence until such dispute is resolved.

1. **TAXES.** All payments to be made by the Authority to the GEC pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. Title to any consumable items purchased by the GEC in performing this Agreement shall be deemed to have passed to the Authority at the time the GEC

takes possession or earlier, and such consumable items shall immediately be marked, labeled, or physically identified as the property of the Authority, to the extent practicable.

m. **AS-NEEDED BASIS.** As noted in Section 2 above and Section 14 below, the Authority shall request that the GEC perform specific services on an as-needed basis and through the issuance of work authorizations. No representation or assurance has been made on behalf of the Authority to the GEC as to the total compensation to be paid to the GEC under this Agreement.

n. **COMPENSATION OF SUBCONSULTANTS.** As noted in the GEC's response to the Request for Qualifications referenced in Section 31 below, the GEC will employ AECOM, AGUIRREcorporation, Alliance Transportation Group, Inc., Ambiotec Civil Engineering Group, Inc., Belaire Environmental, Inc., Cobblestone Engineering, Inc., Cruces Y Puentes Internacionales, S.A. de C.V., Dos Land Surveying, LLC, Gomez Mendez Saenz, Inc., Hardy-Heck-Moore, Inc., L&G Consulting Engineers, Inc., L&G Engineering Laboratory, LLC, Prime Strategies, Inc., RODS Surveying, Inc., S&B Infrastructure LTD, SWCA Environmental Consultants, TEDSI Infrastructure Group, Traffic Engineers, Inc. as subconsultants providing services under this Agreement, unless the GEC requests and the Authority agrees otherwise in writing. All subconsultants providing services under this Agreement shall be subject to, and compensated or reimbursed in accordance with, all requirements of this Section 4, provided that each subconsultant shall utilize (i) its own actual hourly rates (as set forth in Appendix B), provided that no such rates shall exceed the corresponding

rates paid by the GEC for its personnel of comparable grade, category and experience, and (ii) its own FAR overhead rate. The GEC has committed to achieving certain goals relating to DBE participation and performance of services by local firms in its proposal to the Authority. Each monthly invoice shall include a summary of the DBE participation achieved and the percentage of services performed by local firms. The GEC will to the fullest extent possible on existing work authorizations and future work authorizations utilize local prime and subconsultants, provided they are able to provide the necessary services. The CCRMA Board of Directors will approve every work authorization, which will include the prime and subconsultants.

5. **TIME OF PERFORMANCE.**

It is understood and agreed that the term of this Agreement shall be for three (3) years, commencing May 16, 2011, and concluding May 16, 2014, subject to the earlier termination of this Agreement pursuant to Sections 6 or 7 below or further extension upon agreement of both parties. The GEC shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond the GEC's reasonable control. Should such circumstances occur, the GEC shall, within a reasonable time, give notice to the Authority describing the circumstances and the efforts being made to resume performance. The GEC shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

6. **TERMINATION FOR DEFAULT.**

The GEC shall furnish all services in such a manner and at such times as the development schedules of the Projects require so that no delay in the progression of the

evaluation, design, or construction of the Projects will be caused by or be in any way attributable to the GEC. Should the GEC at any time, in the reasonable opinion of the Authority, not carry out its obligations under this Agreement or not be progressing toward completion of the services to be rendered hereunder in an expeditious manner, or if the GEC shall fail in any manner to discharge any other of its obligations under this Agreement, the Authority may, upon providing the GEC with thirty (30) days prior written notice pursuant to Section 21 hereof and opportunity to cure, terminate this Agreement effective on the date following said 30-day notice and cure period (the "Termination Date"). Such termination shall not constitute a waiver or release by the Authority of any claims for damages, claims for additional costs incurred by the Authority to complete and/or correct the services described in this Agreement, or any other claims or actions arising under this Agreement or available at law or equity which it may have against the GEC for its failure to perform any obligation hereunder in accordance with the terms and conditions of this Agreement, nor shall such termination pursuant to this Section 6 or Section 7 below abrogate or in any way affect the indemnification obligations of the GEC set forth in Section 20 hereof.

If the Authority shall terminate this Agreement as provided either in this Section 6 or Section 7, no fees of any type, other than fees due and payable as of the Termination Date pursuant to Section 4 hereof for services performed in accordance with the terms and conditions of this Agreement, shall thereafter be paid to the GEC, and the Authority shall have a right to set off or otherwise recover reasonable and immitigable damages incurred by reason of the GEC's breach hereof, together with the right to set off amounts owed to the GEC pursuant to Section 20 hereof. In determining the amount of any

payments owed to the GEC, the value of the services performed by the GEC prior to termination shall be no greater than the value that would result by compensating the GEC in accordance with Section 4 hereof for all services performed and expenses reimbursable in accordance with this Agreement. Should the Authority at any time, in the reasonable opinion of the GEC, not carry out its obligations under this Agreement, the GEC may, upon providing the Authority with thirty (30) days prior written notice pursuant to Section 21 hereof and opportunity to cure, terminate this Agreement effective on the date following said 30-day notice and cure period (the "Termination Date"). In the event of such termination, the Authority will pay the GEC for services performed in accordance with this Agreement to the Termination date

7. **OPTIONAL TERMINATION.**

a. **GENERALLY.** The Authority has the right to terminate this Agreement at its sole option, at any time with or without cause, by providing thirty (30) days written notice of such intention to terminate pursuant to Section 21 hereof and by stating in said notice the "Optional Termination Date". Upon such termination, the Authority shall enter into a settlement with the GEC upon an equitable basis as mutually determined by the entities, which shall fix the value of the services performed by the GEC prior to the Optional Termination Date. In determining the value of the services performed, the Authority in all events shall compensate the GEC in accordance with Section 4 hereof for all services performed and expenses reimbursable in accordance with this Agreement, provided, however, that no consideration will be given to anticipated profit which the GEC might possibly have made on the uncompleted portion of the services.

b. **NO FURTHER RIGHTS, ETC.** Termination of this Agreement and payment of an amount in settlement as described in this Section 7 shall extinguish all rights, duties, obligations, and liabilities of the Authority and the GEC under this Agreement, and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the GEC from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute.

c. **NO FURTHER COMPENSATION.** If the Authority shall terminate this Agreement as provided in this Section 7, no fees of any type, other than fees due and payable as of the Optional Termination Date, shall thereafter be paid to the GEC, provided that the Authority shall not waive any right to damages incurred by reason of the GEC's breach thereof. The GEC shall not receive any compensation for services performed by the GEC after the Optional Termination Date, and any such services performed shall be at the sole risk and expense of the GEC.

8. **TERMINATION, GENERALLY.**

The Authority's rights and options to terminate this Agreement, as provided in any provision of this Agreement, shall be in addition to, and not in lieu of, any and all rights, actions, options, and privileges otherwise available under law or equity to the Authority by virtue of this Agreement or otherwise. Failure of the Authority to exercise any of its said rights, actions, options, and privileges to terminate this Agreement as provided in any provision of this Agreement or otherwise shall not be deemed a waiver of any of said rights, actions, options, or privileges or of any rights, actions, options, or

privileges otherwise available under law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.

9. **SUSPENSION OR MODIFICATION OF SERVICES; DELAYS AND DAMAGES.**

In addition to the foregoing rights and options to terminate this Agreement, the Authority may elect to suspend any portion of the services of the GEC hereunder, but not terminate this Agreement, by providing the GEC with prior written notice to that effect. Thereafter, the suspended services may be reinstated and resumed in full force and effect upon receipt from the Authority of thirty (30) days prior written notice requesting same. Similarly, the Authority may limit, or cancel any portion of the services previously assigned to the GEC in accordance with this Agreement. The GEC shall not be entitled to any damages or other compensation of any form in the event that the Authority exercises its rights to suspend , limit or cancel the services pursuant to this Section 9, provided, however, that any time limits established by the parties in any work authorization or otherwise for the completion of specific portions of the services suspended pursuant to this Section 9 shall be extended to allow for said suspension or modifications thereof. Without limiting the foregoing, the GEC agrees that no claims for damages or other compensation shall be made by the GEC for any delays or hindrances occurring during the progress of any portion of the services specified in this Agreement as a result of any suspension or modification of the services or otherwise. Such delays or hindrances, if any, shall be provided for by an extension of time for such reasonable periods as the Authority may decide. It is acknowledged, however, that permitting the GEC to proceed to complete any services or any part of them after the originally

specified date for completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Authority or any of its rights herein.

10. **PERSONNEL, EQUIPMENT AND MATERIAL, GENERALLY.**

a. **ADEQUATE PERSONNEL, ETC.** The GEC shall furnish and maintain, at its own expense, adequate and sufficient personnel (drawn from its own employees or from approved subconsultants) and equipment, in the reasonable opinion of the Authority, to perform the services with due and reasonable diligence customary of an engineering firm enjoying a favorable national reputation, and in all events without delays attributable to the GEC which have a reasonable likelihood of adversely affecting the progress of others involved with one or more of the Projects or the progress of the feasibility evaluation, design or construction of any such Project. All persons, whether employees of the GEC or of an approved subconsultant, providing the services shall be fully licensed to the extent required by their professional discipline associations' codes or otherwise by law. Without limiting the foregoing, all persons in charge of, or responsible for, design, plan preparation, and related engineering work shall be licensed to practice professional engineering in the State of Texas and shall, in the case of the GEC, be approved by the Authority prior to their involvement in work under this Agreement.

b. **REMOVAL OF PERSONNEL.** All persons providing the services, whether employees of the GEC or of an approved subconsultant, shall have such knowledge and experience as will enable them to perform the duties assigned to



them. Any such person who, in the opinion of the Authority, is incompetent or by his/her conduct becomes detrimental to the provision of the services shall, upon request of the Authority, immediately be removed from the services. The GEC shall furnish the Authority with a fully qualified candidate for the removed person within ten (10) days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Authority.

c. **GEC FURNISHES EQUIPMENT, ETC.** Except as otherwise specified, the GEC shall furnish all equipment, transportation, supplies, and materials required for its services under this Agreement.

d. **KEY PERSONNEL.** The GEC acknowledges and agrees that the individual(s) identified on Appendix C attached hereto and made apart hereof are key and integral to the satisfactory performance of the GEC under this agreement. Throughout the term of this agreement, the GEC agrees that the identified individual(s), whether employee(s) of the GEC or of an approved sub-consultant, will remain in charge of the performance of the services and shall devote substantial and sufficient time and attention thereto, to the extent indicated on Appendix C. The death or disability of any such individual, his/her disassociation from the GEC or the approved sub-consultant, or his/her failure or inability to devote sufficient time and attention to the services shall, at the Authority's option, require the GEC promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Authority. In no event shall the GEC remove, transfer, or reassign any individual identified on Appendix C except as instructed by, or with the prior written consent of, the Authority. The GEC shall

use its commercially reasonable efforts to enhance continuity in the key personnel, sub-consultants, and other employees regularly performing the services. The GEC shall notify and consult with the Authority regarding the scheduling of the key personnel's corporate activities, vacations, and other engagements during which he is unavailable for the services. Individuals may be added to Appendix C with the mutual consent of the GEC and the Authority.

11. **PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS.**

As directed by the Authority, key personnel shall meet with the Authority's Executive Director and/or his designee(s) no less frequently than quarterly (a) to assess the GEC's progress under this Agreement and performance of the services and (b) to plan staffing levels to be provided by the GEC to the Authority for the upcoming calendar quarter. Additionally, the GEC shall provide the Authority a monthly log and progress report regarding the services as more specifically described in Section 16 below and the Authority and the GEC shall conduct an annual performance audit of the GEC under this Agreement. The GEC shall permit inspections of its services and work by the Authority or others, when requested by the Authority. Nothing contained in this Agreement shall prevent the Authority from scheduling such other planning and performance reviews with the GEC or inspections as the Authority thinks necessary.

12. **PERSONNEL AT AUTHORITY'S FACILITIES.**

The Authority may at any time require one or more of the GEC's managers and core staff and/or subconsultants to office at the Authority's administration building or other facility. While working at any of the Authority's facilities, the GEC's personnel and subconsultants shall comply with the Authority's work place policies and abide by

the Authority's standards of employee conduct. The GEC shall take all steps required to ensure the proper coordination and exchange of information among the locations at which the services are performed. As provided for in Section 4.b. above, the Multiplier shall be adjusted downward by agreement of the parties for personnel officing at the Authority's facilities.

13. **OWNERSHIP OF PLANS.**

a. **GENERALLY.** Notwithstanding any provision in this Agreement or in common law or statute to the contrary, all of the plans, tracings, estimates, specifications, computer records, discs, and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, survey notes, and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the GEC, including all information prepared for or posted on the Authority's website and together with all materials and data furnished to it by the Authority, shall at all times be and remain the property of the Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Authority; and if at any time demand be made by the Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Authority without delay provided the Authority has paid all amounts then due to the GEC under this Agreement. The Authority hereby grants the GEC a revocable license to retain and utilize the foregoing materials, said license to terminate and expire upon the earlier to occur of (a) the completion of services described in this Agreement or

(b) the termination of this Agreement, at which time the GEC shall deliver to the Authority all such materials and documents. If the GEC or a subconsultant desires later to use any of the data generated or obtained by it in connection with the Projects or any other portion of the work product resulting from the services, it shall secure the prior written approval of the Authority. Notwithstanding anything contained herein to the contrary, the GEC shall have the right to retain a copy of the above materials, records and documents for its archives. The GEC shall retain its copyright and ownership rights in its databases and computer software. Intellectual property developed, utilized, or modified in the performance of services shall remain the property of the GEC.

b. SEPARATE ASSIGNMENT. If for any reason the agreement of the Authority and the GEC set forth in subsection 13.a. above regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the GEC hereby assigns and agrees to assign to the Authority all right, title, and interest that GEC may have or at any time acquire in said work product and other materials, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force. The Authority hereby acknowledges, however, that all documents and other work product provided by the GEC to the Authority and resulting from the services performed under this Agreement are intended by the GEC solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the GEC shall have no liability for the use by the Authority of any work product generated by the GEC under this

Agreement on any project other than for the specific purpose and Project for which the work product was prepared. Any other reuse of such work product without the prior written consent of the GEC shall be at the sole risk of the Authority.

14. **WORK AUTHORIZATIONS.**

Each activity, task, or project that is expected to result in a fee to the GEC shall be performed pursuant to a separate Work Authorization, signed by the Authority and the GEC. Work shall be in accordance with the scope, schedule, and budget set forth in said Work Authorization. The standard form of Work Authorization is attached hereto as Appendix D and made a part hereof, which standard form may be modified during the term of this Agreement upon mutual agreement of the parties. Upon oral directive from the Authority, the GEC shall prepare the Work Authorization for the specific task, to be submitted for the Authority's approval. No work shall begin on the activity until the Work Authorization is approved and fully executed. The basis for payment on each Work Authorization will be either (i) lump sum or (ii) cost plus to a maximum, as stipulated in the Work Authorization. In neither case will the maximum be exceeded without prior written approval from the Authority. The maximum fee allowable for the performance of services under each Work Authorization shall be computed as described in Section 4. The costs associated with work performed on any Work Authorization will be tracked and reported to the Authority separately from other work performed by the GEC. The monthly invoice to the Authority will include a progress summary of the work performed the previous month on each ongoing Work Authorization.

15. **SUBLETTING.**

The GEC shall not sublet, assign, or transfer any part of the work or obligations included in this Agreement without the prior written approval of the Authority. Responsibility for sublet, assigned or transferred work shall remain with the GEC.

16. **APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS.**

a. **WITNESS.** If requested by the Authority or on its behalf, the GEC shall prepare such engineering or other exhibits and plats as may be requested for all hearings and trials related to any of the Projects, the services, or the Authority's activities generally and, further, it shall prepare for and appear at conferences at the offices of legal counsel and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Projects, the services, or the Authority's activities.

b. **MEETINGS.** At the request of the Authority, the GEC shall provide appropriate personnel for conferences at its offices, or attend meetings and conferences at (a) the various offices of the Authority, (b) at the district headquarters or offices of TxDOT, (c) the offices of the Authority's legal counsel, (d) at the site of any Project, or (e) any reasonably convenient location. Without limiting the foregoing, the GEC shall provide personnel for periodic meetings with underwriters, rating agencies, and other parties when requested by the Authority.

17. **COMPLIANCE WITH LAWS.**

The GEC shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, codes and with the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, environmental laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. When requested the GEC shall furnish the Authority with satisfactory proof of compliance with said laws, statutes, ordinances, rules, regulations, codes, orders, and decrees above specified.

18. **INSURANCE.**

Prior to beginning the services designated in this Agreement, the GEC shall obtain and furnish certificates to the Authority for the following minimum amounts of insurance:

a. **WORKERS' COMPENSATION INSURANCE.** In accordance with the laws of the State of Texas, and employer's liability coverage with a limit of not less than \$500,000.

b. **COMPREHENSIVE GENERAL LIABILITY INSURANCE.** With limits not less than \$1,000,000 for bodily injury, including those resulting in death, and \$1,000,000 for property damage on account of any one occurrence, with an aggregate limit of \$1,000,000.

c. **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE.** Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to any one person, and \$1,000,000 on account on any one occurrence, and \$1,000,000 for property damage on account of any one occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the GEC's obligations under this Agreement.

d. **VALUABLE PAPERS INSURANCE.** In an amount sufficient to assure the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials relating to the services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Authority.

e. **ARCHITECTS AND/OR ENGINEERS PROFESSIONAL LIABILITY INSURANCE.** In the amounts normally carried for its own protection in the practice of providing general consulting civil engineering services, but in no event less than \$5,000,000 per claim and aggregate. The policy must provide that coverage extends a minimum of three (3) years beyond the GEC's completion of the services, if commercially available and affordable.

f. **GENERAL FOR ALL INSURANCE.** The GEC shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Authority indicating compliance with the above requirements. Certificates shall indicate the



name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) licensed to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subsections 18.a. through d., above, by A. M. Best Company as “A-X” or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subsection 18.e., a rating by A. M. Best Company or similar rating service.

All policies are to be written through companies licensed to transact that class of insurance in the State of Texas.

Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subsections 18.b. and c. above, shall name the Authority as additional insureds and shall protect the Authority, its officers, employees and directors from claims for damages for bodily injury and death and for damages to property to the extent caused by the negligent acts, errors or omissions of the GEC, its officers, employees, directors, and in the performance of the professional services rendered under this Agreement. Certificates shall also indicate that the contractual liability assumed in Section 20, below, is included, subject to the terms and conditions of the policies.

The insurance carrier shall include in each of the insurance policies required under subsections 18.a., b., c., d., and e., the following statement: “This

policy will not be canceled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the Cameron County Regional Mobility Authority, 1100 E. Monroe, Suite 256, Brownsville, Texas 78520 Attention: RMA Coordinator.”

19. **RELATIONSHIP BETWEEN THE PARTIES.**

Notwithstanding the Authority’s sharing of space with the GEC, the anticipated collaboration between the personnel of those organizations, or any other circumstances, the relationship between the Authority and the GEC shall be one of an independent contractor. The GEC acknowledges and agrees that neither it nor any of its employees, subconsultants, or subcontractors shall be considered an employee of the Authority for any purpose. The GEC shall have no authority to enter into any contract binding upon the Authority, or to create any obligation on behalf of the Authority, without express authorization from the Board of Directors of the Authority. As an independent contractor, neither the GEC nor its employees shall be entitled to any insurance, pension, or other benefits customarily afforded to employees of the Authority. Under no circumstances shall the GEC, or its employees, subconsultants, or subcontractors, represent to suppliers, contractors or any other parties that it is employed by the Authority or serves the Authority in any capacity other than as an independent contractor. The GEC shall clearly inform all suppliers, contractors and others that it has no authority to bind the Authority. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for the Authority

whatsoever with respect to the liabilities, obligations or acts of the GEC, its employees, subconsultants, or subcontractors, or any other person.

20. **AUTHORITY INDEMNIFIED.**

The GEC shall indemnify and save harmless the Authority and its officers, directors and employees from judgements, costs or liabilities to the extent, arising from the GEC's negligent acts, errors or omissions with respect to the GEC's performance of the services to be accomplished under this Agreement, whether such claim or liability is based in contract, tort or strict liability. In the event the Authority, its officers, directors, employees, agents, or consultants is/are found to be partially at fault, the GEC shall, nevertheless, indemnify the Authority from and against the percentage of fault attributable to the GEC, its officers, directors, employees, agents, subconsultants, and contractors.

Notwithstanding the foregoing, the GEC shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to the GEC, to fulfill contractual responsibilities to the Authority or to comply with federal, state or local laws, regulations and codes; or (c) procuring permits, certificates and licenses required for any construction unless such procurement responsibilities are specifically assigned to the GEC in accordance with this Agreement.

21. **DELIVERY OF NOTICES, ETC.**

a. **NOTICES TO THE AUTHORITY.** All written notices, demands, and other papers or documents to be delivered to the Authority under this Agreement

shall be delivered to the Cameron County Regional Mobility Authority, 1100 E. Monroe, Suite 256, Brownsville, Texas 78520, Attn: Pete Sepulveda, Jr., RMA Coordinator, or at such other place or places as it may from time to time designate by written notice delivered to the GEC.

b. **NOTICES TO THE GEC.** All written notices, demands, and other papers or documents to be delivered to the GEC under this Agreement shall be delivered to Richard L. Ridings, P.E., R.P.L.S., HNTB Corporation, 2494 Central Blvd., Suite A, Brownsville, TX 78520, or at such other place or places as the GEC may designate by written notice delivered to the Authority.

c. **DATE OF DELIVERY.** All written notices, demands, and other papers or documents served upon the Authority or the GEC in the aforesaid manner shall be deemed served or delivered for all purposes hereunder either (a) three (3) days after the U.S. Postal Service's postmarked date if mailed or (b) immediately upon actual delivery or refusal of delivery if transmitted by courier or overnight delivery service.

22. **REPORTS OF ACCIDENTS, ETC.**

Within twenty-four (24) hours after occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (including an employee or subconsultant or employee of a subconsultant of the GEC) which results from or involves any action or failure to act of the GEC or any employee, subconsultant, employee of a subconsultant, or agent of the GEC or which arises in any manner from the performance of this Agreement, the GEC shall send a written report of such accident or other event to the Authority, setting forth a full and concise statement of

the facts pertaining thereto. The GEC also shall immediately send the Authority a copy of any summons, subpoena, notice, or other documents served upon the GEC, its agents, employees, subconsultants, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the GEC's performance of the services under this Agreement.

23. **AUTHORITY'S ACTS.**

Anything to be done under this Agreement by the Authority may be done by such persons, corporations, firms, or other entities as the Authority may designate.

24. **LIMITATIONS.**

Notwithstanding anything herein to the contrary, all covenants and obligations of the Authority under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by Chapter 370 of the Texas Transportation Code and permitted by the laws and the Constitution of the State of Texas, and no officer, director, or employee of the Authority shall have any personal obligations or liability thereunder.

25. **CAPTIONS NOT A PART HEREOF.**

The captions or subtitles of the several sections, subsections, and divisions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its sections, subsections, divisions, or other provisions.

26. **CONTROLLING LAW, VENUE.**

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Cameron County, Texas, for all disputes.

27. **TIME OF ESSENCE.**

The GEC acknowledges the importance to the Authority of the project schedule and will perform its obligations under this Agreement with all due and reasonable care and in compliance with that schedule.

28. **SEVERABILITY.**

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

29. **SUCCESSORS.**

This Agreement shall be binding upon and inure to the benefit of the Authority, the GEC, and their respective heirs, executors, administrators, successors, and permitted assigns.

30. **AUTHORIZATION.**

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement.

31. **INTERPRETATION.**

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbiter by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

32. **CONFLICTS OF INTEREST.**

The GEC represents and warrants to the Authority, as of the effective date of this Agreement and throughout the term hereof, that it, its employees and subconsultants (a) have no financial or other beneficial interest in any contractor, engineer, product or service evaluated or recommended by the GEC, except as expressly disclosed in writing to the Authority, (b) shall discharge their consulting engineering responsibilities under this Agreement professionally, impartially and independently, and after considering all relevant information related thereto, and (c) are under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder.

33. **THE GEC'S RESPONSE; COMPLETE AGREEMENT.**

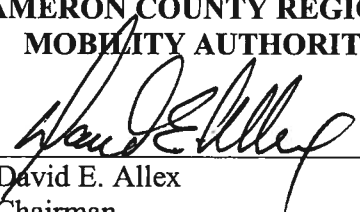
a. **The GEC's Response.** The GEC's response to the Authority's request for qualifications for general engineering consulting services and supplemental written information provided during interviews is attached hereto as Appendix E and made a part hereof for all purposes, provided that in the event of a conflict between said response and any other provision of this Agreement, the provisions of this Agreement shall control.

b. **Complete Agreement.** This Agreement sets forth the complete agreement between the parties with respect to the services and, except as provided

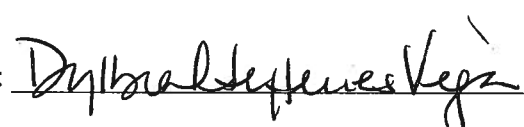
for in subparagraph (a) above, expressly supersedes all other agreements (oral or written) with respect thereto.

**IN WITNESS WHEREOF**, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts hereof as of the effective date first above written.

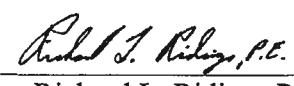
**CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY**

By:   
Name: David E. Allex  
Title: Chairman  
Date: May 11, 2011

**APPROVED AS TO FORM:**

By:   
General Counsel

**HNTB CORPORATION**

By:   
Name: Richard L. Ridings, P.E., R.P.L.S.  
Title: Vice President  
Date: May 11, 2011

Attest:

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_



## APPENDIX A

### SCOPE OF SERVICES

#### I. Purpose

The Cameron County Regional Mobility Authority (the "Authority") requires professional services of the General Engineering Consultant (the "GEC") for a wide range of Local, State, Federal and International governmental relations, public involvement liaison, technical, management, administrative, maintenance and operational services, advanced project development services, engineering, feasibility evaluation, right-of-way acquisition, utility/railroad/other relocation, planning, environmental, architectural, landscape architecture, Construction Engineering and Inspection, Information Technology, GIS, Context Sensitive Design, Geotechnical Engineering and professional surveying and mapping to assist bringing to completion as expeditiously as possible various projects for the Authority and to support the operation, maintenance, construction, and evaluation thereof.

The GEC will operate as an extension of, and in complete coordination with, the Authority's staff. To that end, the GEC shall be expected to represent and forward the interests of the Authority throughout all aspects and phases of the Authority's activities and shall, when and as requested by the Authority, fully support the Authority in its dealings with contractors and suppliers, engineers and other consultants, the Authority's counsel and accountants, traffic and revenue advisors, rating agencies, bond insurers and underwriters, governmental entities, landowners, and the public in accordance with the standards customarily possessed and exercised by a practicing member of the engineering profession enjoying a favorable national reputation and currently practicing under similar conditions.

The GEC shall provide qualified technical and professional personnel to perform to the standards customarily possessed and exercised by a practicing member of the engineering profession enjoying a favorable national reputation and currently practicing under similar conditions the duties and responsibilities assigned under the terms of this Agreement.

**The Authority shall request general consulting civil engineering services on an as-needed basis. There is no guarantee that any or all of the services described in this Agreement will be assigned to the GEC during the term of this Agreement. Further, the GEC is providing these services on a nonexclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other consultants or the Authority's staff.**

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#### II. Location And Equipment

The GEC shall maintain a project office within the geographic limits of the Authority and in close proximity to the Authority's offices. This project office shall be staffed with the managers and core staff at a location approved by the Authority to provide a service level for work of a continuing nature anticipated to consist of the following:

- Initial Transportation System development services
- Transportation System planning
- Final schematic design of the Transportation System
- Development of standards of design, standard construction specifications, and standard construction drawings
- Oversight and management of final design and production of construction plans and specifications prepared by others
- Construction management oversight and inspection
- Supervision of design and construction quality assurance programs
- Responsibilities under Bond Resolutions and Trust Agreements
- Consultant Selection Services
- Public Involvement Plan and Implementation
- Strategic Planning and Implementation
- Information Technology Services

This project office shall be of sufficient size and equipped to effectively carry out the GEC's responsibilities under this Agreement. The GEC's project office shall clearly be identified as the GEC's office.

The GEC shall furnish this project office with all necessary furniture and equipment, which shall include, but not be limited to, desks, chairs, tables, bookcases, file cabinets, calculators, personal computers with software and printers, telephones, fax machines, and other essential items. Nevertheless, the GEC shall retain full responsibility for risk of loss or damage to furnishings and equipment until they are returned or delivered to the Authority upon the termination of this Agreement.

### III. Beginning & Length of Services

Services to be provided by the GEC will be initiated and completed as directed by the Executive Director or his/her designee for each assignment authorized under this Agreement.

### IV. Services

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

A. Initial Transportation System Development Services

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

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

The initial service will be applied to these projects: 2nd Causeway to South Padre Island, SH 550, West Parkway, Outer Parkway, 281 Connector, West Rail Relocation, SH 550 Port Spur, US 77, US 77 Driscoll Bypass, US 77 Riviera Bypass, General Brant Road, SH 32 East Loop, I-69, FM 803, North Cameron County Switch Yard, North Railroad Relocation, Port Isabel Access Road, FM 509 Extension.

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

B. Transportation System Planning

Transportation planning services include, but are not limited to:

1. Assist and advise the Authority, including attendance at meetings as requested, in all matters of engineering policy in administration, planning, and design of transportation systems inclusive of new location corridors and modifications of existing corridors by the addition of tolled lanes or the extensions or expansions of highway corridors by the addition of tolled lanes.

2. Utilizing information and data gathered under Section IV.A. of this Appendix A for new location transportation projects, select, where appropriate, a minimum of three potentially physically feasible alternate transportation corridors inclusive of a “no-build” condition for each new location transportation corridor.
3. Develop preliminary schematic designs for the alternate transportation routes and for additional capacity tolled lane roads sufficient with which to (i) locate probable grade separations, interchanges, points of ingress and egress (the Authority separately will retain a traffic and revenue engineer to advise the location of points of ingress and egress and to recommend a toll collection plan), (ii) identify principal hydraulic features and accommodation thereof, (iii) develop preliminary cost estimates with more accuracy than those produced under Section IV.A. of this Appendix A, and (iv) prepare exhibits of lines of right-of-way ownership along the transportation project.
4. Conduct an environmental study of the transportation corridor in accordance with 23 C.F.R. 771 and the policies and procedures for implementing the National Environmental Policy Act of 1969 as amended as published in 40 C.F.R. parts 1500 through 1508 inclusive of procedures to comply with 23 U.S.C. 109(h), 128, 138, and 49 U.S.C. 303, 1602(d), 1604(h), 1604(i), 1607(a)-(l), and 1610. Federal Highway Administration (“FHWA”) has advised the Authority that it is not initiating any new Major Investment Studies and that alternate route analyses will be performed under provisions of Section 771.111 of Title 23.
5. Plan, advertise, prepare exhibits and printed description materials, conduct, record, and report on all public meetings and public hearings related to and required by environmental impact studies. Prepare written responses to comments and questions posed by the public at such meetings.
6. Prepare, write, and submit a preliminary and final Draft Environmental Impact Statement (“DEIS”), Final Environmental Impact Study (“FEIS”), Environmental Re-evaluations (“RE-EVs”) or a Finding of No Significant Impact (“FONSI”) for each transportation project. Assimilate into each edition of the above studies/reports revisions requested by reviewers that have been approved by the Authority. Print 75 copies of the approved DEIS and the FEIS and 25 copies of the FONSI. Assemble and review comments received from public hearings. Prepare written responses to public hearing oral and written comments and submitted technical reports for consideration by the Authority.

The DEIS, FEIS, RE-EVs, and FONSI efforts may include a search of historical records and field investigations

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

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

intersections, grade separations, new median tolled lanes, and toll plaza and/or points of electronic toll collection.

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

C. Final Schematic Design of the Transportation System

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

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

been earlier acquired by the Authority, in the sequence directed by the Authority.

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

the parties throughout development and deployment of transportation project.

8. Delineate general right-of-way limits for the transportation project, its ramps, toll plazas, interchanges, and frontage roads. Frontage roads should be avoided except to replace existing roads occupied by the transportation project and/or to provide or restore access to property denied access to the transportation project. New property access roads may be designed for two-way operations, if appropriate, and shall not have direct access to the transportation project. Develop a transportation corridor right-of-way map illustrating the general limits of transportation corridor right-of-way fee and easement requirements, lines of property ownership and apparent owners. In cases where right-of-way maps have been previously prepared by others, update same to reflect current transportation project planning need. Develop a right-of-way cost budget utilizing expert real estate appraisers, if necessary. Such right-of-way appraiser will be retained by the general counsel of the Authority on behalf of the Authority.
9. Meet and correspond with private businesses, local government representatives, and residents abutting the transportation corridor to explain and illustrate design features of the transportation project and right-of-way acquisition requirements. Prepare a record of such meetings.
10. Write a final detailed scope of services, if such has not been previously performed by the Authority, for an in-depth, final design quality geotechnical field investigation of geologic conditions throughout the length and width of the transportation corridor, inclusive of a final geotechnical engineering report summarizing and reporting the results of the geotechnical investigation and providing design recommendations based upon the geologic properties encountered. Calculate locational geometry, prepare a boring diagram for the transportation corridor, and direct the land surveyors to stake boring sites.
11. In the name of the Authority, apply for all Federal and State permits required including, but not limited to, Section 9 of the Rivers and Harbors Act, Sections 402 and 404 of the Clean Water Act, and all required railroad crossing permits or licenses.
12. Develop surveying criteria and direct and coordinate the activities of the land surveyors in the performance of professional services related to right-of-way surveys, preparing plats and legal descriptions for right-of-way parcels, establishing benchmarks and benchmark loops, performing and setting control survey lines and monuments. Provide review of the right-of-way plats and



descriptions for completeness and general conformance with the transportation requirements.

13. Using field information provided by the land surveyors and the products of the land surveyor, prepare preliminary right-of-way maps showing ties to existing right-of-way corners. Establish and describe the transportation corridor centerline. The land surveyor, a title company, and/or others collectively will provide property ownership, deed research, metes and bounds descriptions, and field property corner ties. Property corners shall be indicated on the preliminary right-of-way maps from the centerline of the transportation corridor by stations and offsets. Prepare final right-of-way strip maps for the transportation corridor after right-of-way requirements are defined by section design engineers.
14. Collection available record plans of drainage and flood facilities along waterways and, if these facilities are affected by the transportation project, perform preliminary designs for alternative stormwater conveyances in order to determine the construction costs of potential relocations and adjustments.
15. Prepare a master plan to be developed on the base maps created under Section IV.C.6. hereof to reflect desirable configurations of a fiber optic path for conduit or direct burial routing of a fiber backbone and toll plaza/operations building, service laterals inclusive of pavement crossing, stream crossing, and bridge crossing standard details.
16. Prepare estimates of probable construction costs including those of bond issuance, design engineering, geotechnical engineering, surveying, construction management, quality assurance, right-of-way and easement acquisition, administration, legal, and other related estimates of construction costs will be based on the preliminary schematic plans. Preliminary estimates of quantities of major construction items will be determined and current South Texas area unit prices applied to those quantities to determine the estimates of probable construction cost.
17. Prepare a 40-year budget schedule of annual operation and maintenance costs. Evaluate and prepare a recommendation of the amount of bond proceeds capital that initially should be deposited in Reserve Maintenance, Special Reserve Maintenance, and Capital Improvement Funds and annual deposits thereto from toll revenues for forty years.
18. Prepare a Construction Fund pay out schedule.
19. Write and publish a final Engineering Report, issued initially as the preliminary Engineering Report under Section IV.B.15. hereto, based on the final geometrically controlled schematic design of the

transportation project. The final Engineering Report shall include text describing the project, the final geometrically controlled schematic design in plan and profile, a summary of the design standards, and estimates of the total cost to develop, operate, and maintain the transportation project.

20. Review and recommend approval of the pay estimates, schedules, and progress reports submitted by the geotechnical engineer(s), the aerial surveyor, the land surveyor, and other consultants the Authority might retain for services those firms deliver.

D. Final Design and Production of Construction Plans and Specifications

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

1. Assist and advise the Authority, including attendance at meetings as requested, in matters of engineering policy in administration, planning, and design of the transportation and prepare a record of such meetings.
2. Develop a written scope of services for the purpose of soliciting qualifications and proposals from qualified civil consulting engineering firms, referred to in this Appendix A as section engineers, for design and preparation of construction plans and specifications, preparation of plans for utility adjustments, and preparation of estimates of the final quantities and the cost of construction for design sections of the transportation project.
3. Develop a written scope of services for the purpose of soliciting qualifications and proposal(s) from established architectural engineering firms for design and the preparation of construction plans, specifications, and estimates of the cost of construction of barrier and ramp toll plaza operations buildings, if necessary.
4. Develop a written scope of services for the purpose of soliciting qualifications and proposal(s) from the following list of professional services providers qualified to provide plans, specifications, and cost estimates for their particular service delivery categories if such services are not included in the scope of services for section engineers prepared by the GEC pursuant to Section IV.D.2. hereof.
  - a. Illumination engineers for design of the roadway, illumination systems for the transportation project lanes (collectively) and each of the ramps, intersections, interchanges, and service roads to the extent of illumination systems funded by the Authority.
  - b. Testing engineers and testing verification engineers for the performance of construction materials inspection,

sampling, testing, and reporting of the results of said services, collectively constituting the quality control and assurance programs for the transportation projects.

- c. Construction management engineers to perform construction inspections, monitoring, management, reporting, negotiation of scope of revised construction and related costs, preparation and recommendation of construction change orders and supplemental, agreements, creating and maintaining construction records, preparing and issuing final “as built” plans, and providing construction records, preparing and issuing final “as built” plans, and providing construction engineering advice to the GEC and the Authority for the full term of construction.
  - d. Landscaping architects for design of the landscaping.
- 5. Develop an evaluation system to assist the Authority in its evaluation and selection of section engineers, an architectural engineer, a landscaping architect, a geotechnical engineer, an illumination engineer, testing engineers, a testing verification engineer, and a construction manager.
  - 6. Assist the Authority in the review of proposals from section engineers and of qualifications and proposals for an architectural engineer, a landscaping architect, a geotechnical engineer, an illumination engineer, testing engineers, a testing verification engineer, and a construction manager. Some of the engineering services listed in this Section IV.E.6. may be included in the section engineering services.
  - 7. Assist the Authority in interviewing and evaluating the section engineers, the architectural engineers, the landscaping architect, the geotechnical engineer, the illumination engineer, the testing engineers, the testing verification engineer, and the construction manager short-listed candidates.
  - 8. Assist the Authority in fee evaluations and negotiations with the selected section engineers, the architectural engineers, the landscaping architect, the geotechnical engineer, the illumination engineer, the testing engineers, the testing verification engineer, and the construction manager.
  - 9. Perform review, coordination, and liaison work among the Authority, section engineers, and other professional service providers, TxDOT, the Texas Transportation Commission, the FHWA, interested public or private entities, public and private utility owners and operators, and local governments to achieve efficiency and continuity in design and development of the transportation project.

10. Establish criteria for and the format of the plans, specifications, and contract documents for utility relocations or adjustments. Perform review, coordination, and liaison work among the Authority, TxDOT, the FHWA, consultants to the Authority, interested public or private entities, and local governments to achieve efficiency and continuity in planning for and implementing public and private utility relocations and adjustments. Provide ongoing communications with utility owners to ensure a continuing two-way exchange of design and schedule information.
11. Assist the Authority in negotiation with utility companies; railroads, transportation providers; electrical companies; telecommunication companies; gas line companies; municipal, county, state, and other public agencies; water supply and waste water districts; drainage, irrigation, and flood control districts; governmental or quasi-governmental agencies; and other public or private companies regarding the crossings, abandonments, closings, or relocations of their respective public or private utility of infrastructure facilities and participate in the negotiations. On behalf of the Authority, negotiate or participate in negotiations for and writing of agreements covering such crossings, abandonments, closings, and relocations. Attend coordination meetings with involved public or private agencies during utility relocation and adjustment and final transportation project design and construction plan development to discuss such items as permanent or temporary easements, right-of-way requirements, siting of relocated utilities, detours, etc. Advise the Authority on engineering concerns or review possible solutions for matters and issues discussed at those meetings. Perform regular utility/transportation construction compatibility requirements. Assist the Authority in the process of bidding and award of utility adjustment contracts.
12. Review payment requests received from utility companies for design services and for adjustment and relocation of the utilities.
13. Perform pavement thickness designs for the transportation project based upon results of geotechnical investigations as may be appropriate for varying geologic foundation conditions, laboratory testing results, and projected vehicle types, weights, and volumes for the design year. The pavement design shall follow design procedures/techniques acceptable to TxDOT and FHWA.
14. Develop geometric and design criteria to establish uniform practices to be followed by the section engineers for acquiring design survey information and performing designs and construction plan preparation for the transportation project and its appurtenances. Assemble existing TxDOT standard plans and prepare supplemental details for use as standard or guide plans for pavement, drainage, structures, traffic interchange facilities, traffic

control, and other necessary appurtenances, all subject to the approval of the Authority. Assemble design criteria approved by the Authority into a design manual and deliver to the section engineers and to others as directed by the Authority. Likewise, standard construction detail plans shall be assembled and delivered in a digital format to the section engineers and to others as directed by the Authority. Furnish a sample critical path method schedule to the section engineers for use in preparing a work schedule for submission to and approval by the GEC and the Authority.

15. Using base maps prepared by the section engineers, design and prepare a signing master plan which will depict required guide and toll advisory signing, showing appropriate text and approximate sign locations.
16. Using base maps prepared under Section IV.C.16. hereto or enhanced editions thereof produced by the section engineers, design and prepare a roadway illumination master plan which will depict the approximate locations for roadway, ramp, and underbridge lighting. Identify load center locations and indicate where transverse conduits should be placed to provide electrical service to toll systems, to future median roadway illumination, to electrical load distribution centers, and to provide for telephone and/or fiber optic services (also refer to Section IV.C.15. hereto). This product will be delivered to the illumination engineer for final design and preparation of construction plans and will be provided to the section engineers to ensure that the conduit type, size, and location can be included in the construction plans delivered by the section engineers.
17. Bi-weekly, review progress of the design work of the section engineers, the architectural engineer, the landscape architect, and the illumination engineer. Ascertain compliance with established design criteria, master plans, and adopted schedule of deliverables. Provide the Authority with monthly reports of progress and a summary of key decisions that have been made or need to be made.
18. Review and recommend approval of the progress payment requests, schedules, and progress reports submitted by the section engineers, the architectural engineer, the landscape architect, the illumination engineer, the surveyor, and the geotechnical engineer(s), and all other consultants and advisors (except general counsel) retained by the Authority to assist in developing the transportation project.

The GEC shall use Microstation CADD files on CD or DVD and other materials and documents submitted by the various consultants with the progress payment requests, as required, to

assist in verifying the percentage of completion of the work for which payment is being requested. The GEC shall keep and safeguard these CDs and DVDs to provide an up-to-date alternative work progress record for the transportation project construction contract plan development of each consultant.

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

systems for review and approval by the Authority. Retain artists, advertising experts, and color contrast experts as may be required.

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

E. Construction Management Oversight and Inspection

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

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

transportation corridor, and the public to achieve maximum efficiency and continuity during the construction. The construction manager is the designated contact party representing the Authority in contacts with local governments, corridor businesses, and the public during the construction term.

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



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

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

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

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

V. Responsibilities of the Authority

The Authority will furnish, without cost to the GEC, the following services and data to the GEC in connection with services authorized under terms of this Agreement:

- Provide all criteria and full information as to the Authority’s requirements for consultants’ and contractors’ services, including objectives, constraints, budgetary limitations, and time restraints.
- Furnish all the Authority’s procedures, standards, forms, and policies applicable to the services.
- Furnish drawings, specifications, schedules, reports, and other information prepared by and/or for the Authority by others which are available to the Authority and which the Authority considers pertinent to GEC’s responsibilities, as described herein.
- Provide existing structural, roadway, and other plans, as available.
- Furnish available traffic, safety (accident), and planning data.

- Furnish all necessary utility relocation form letters, agreements, relocation schedules, and any other document form needed by the GEC to clear the project utilities.
- Advise the GEC in all utility negotiation matters.
- Advise the GEC on all engineering requirements and Authority updates.
- Advise the GEC regarding all interlocal agreements, memoranda of understanding, and other agreements affecting the GEC's performance under this Agreement.
- As otherwise more specifically set forth in this Agreement and, if available, provide office space at the Authority's administration building for the GEC managers and staff selected to office with the Authority.

#### VI. Subcontracting

Services assigned to subconsultants must be approved in advance by the Authority. Notwithstanding said approval, all responsibility for subcontracted work shall remain strictly with the GEC.

The subconsultants must be qualified by the Authority to perform all work assigned to them.

In the event services of a subconsultant are authorized, the GEC shall obtain a schedule of rates, and the Authority shall review and must approve, in its discretion, any rates, including overhead, to be paid to the subconsultant.

#### VII. Computer Services

The Authority may allow the GEC to utilize the Authority's data processing and computer services for programs requested by the GEC and approved by the Authority in accordance with the GEC agreement.

Computations based on computer programs other than the Authority's must conform to the Authority's general format.

#### VIII. Specifications for Work

Provided below are lists of standards typically utilized by the Authority. These lists are by no means all inclusive but suggestive of the specifications governing the GEC's performance. The GEC shall comply with all applicable federal, state, and local regulations in performance of services.

##### A. Standard Specifications

The GEC shall ensure that all documents, studies, and construction plans, as applicable, are prepared in accordance with the latest editions of the standards utilized by the Authority for the specific project which may include but are not limited to publications such as:

- American Association of State Highway and Transportation Officials' (AASHTO) Standard Specifications for Highway Bridges, including applicable interim specifications
- TxDOT's Highway Design Division Operations and Procedures Manual
- TxDOT's Standard Specifications for Construction of Highways, Streets and Bridges
- TxDOT's Foundation Exploration Manual
- TxDOT's Bridge Design Guide
- The Texas Manual on Uniform Traffic Control Devices (TMUTCD)
- AASHTO's A Policy on Geometric Design of Highways and Streets
- AASHTO's Guide for Design of Pavement Structures
- AASHTO's Standard Specifications for Highway Bridges, including applicable interim specifications

Subject to approval by the Authority, the standards referenced above may be modified and supplemented to reflect identified requirements of specific transportation projects, e.g., type and volume of using vehicles, design geometry, and geologic and environmental conditions.

Construction Plans shall be accurate, legible, complete in design, and drawn to the appropriate scale, furnished in reproducible form on material acceptable to the Authority. This also applies to other documents, studies and reports.

#### B. Survey Services

The GEC shall develop surveying criteria and ensure that all survey work, as applicable, is performed in accordance with all applicable surveying standards under the direct supervision of a professional land surveyor licensed as such by the state of Texas.

#### C. Professional Services Contract Documents

The GEC shall ensure that all contract documents and support forms have been prepared on operating systems compatible with Microsoft Windows based programs and acceptable to the Authority, with data storage to be on or within media acceptable to the Authority.

### IX. Conflict of Interest

The GEC and its subconsultants shall not enter into any other contract with TxDOT, FHWA, or a county or municipality within the limits of the Authority during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Questions regarding potential conflicts of interest shall be addressed to the RMA Coordinator for resolution.

APPENDIX B  
HNTB

RATE SCHEDULE		2008 Rate	
Employee Position	Min	Max	
Senior Technical Advisor	\$ 73.00	\$	100.00
Project Principal	\$ 67.50	\$	78.00
Project Director	\$ 63.50	\$	75.00
Senior Project Manager	\$ 59.50	\$	68.50
Deputy Project Manager	\$ 54.00	\$	64.50
Senior Engineer	\$ 48.00	\$	57.50
Engineer	\$ 34.50	\$	41.50
ENV Project Director	\$ 49.00	\$	66.50
Senior Environmental Planner	\$ 46.00	\$	51.00
Environmental Planner III	\$ 37.50	\$	43.50
Environmental Planner II	\$ 28.00	\$	36.50
Information Technology Engineer	\$ 43.50	\$	52.00
Public Involvement Director	\$ 41.50	\$	49.00
Public Involvement/Outreach	\$ 36.50	\$	43.50
Public Involvement Rep.	\$ 19.00	\$	23.00
Technician	\$ 29.00	\$	36.50
Senior Project Administrator	\$ 31.50	\$	39.50
Project Administration	\$ 23.00	\$	31.50
Clerical/Administrative	\$ 13.50	\$	18.50

## APPENDIX C

### KEY PERSONNEL

<u>Rate Schedule Classification</u>	<u>GEC Employee/Subconsultant</u>	<u>TITLE</u>  <u>(Disciplines)</u>
Project Principal	Glenn G. Gregory, Jr., P.E. HNTB Corporation	Project Principal (Civil/Transportation Engineering)
Project Principal	Lamberto J. Balli, P.E. HNTB Corporation	Director of Client Services (Civil/Transportation Engineering)
Senior Technical Advisor	Richard L. Ridings, PE, RPLS, HNTB Corporation	Vice President (Transportation/Planning/Engineering)
Project Director	Van Short, P.E. HNTB Corporation	Project Director (Civil/Transportation Engineering)
Senior Engineer	Eddie Garcia HNTB Corporation	Project Engineer (Civil/Transportation Engineering)
Senior Engineer	Jimmy Berry, P.E. HNTB Corporation	Construction & Inspection Manager (Civil/Transportation Engineering)
Senior Engineer	Greg Garcia, P.E. HNTB Corporation	Senior Engineer (Civil/Transportation Engineering)
Senior Engineer	Michael Myers, P.E. HNTB Corporation	Construction & Inspection Manager (Civil/Transportation Engineering)
Engineer	Fabian Gonzalez, E.I.T. HNTB Corporation	Engineer (Civil/Transportation Engineering)
Engineer	Jack Jay HNTB Corporation	Senior Construction Inspector (Civil/Transportation Engineering)
Project Administration	Alba Ramos HNTB Corporation	Administrative Assistant (Civil/Transportation Engineering)
Project Administration	Deborah Simmons HNTB Corporation	Technical Specialist II (Civil/Transportation Engineering)

## APPENDIX D

### WORK AUTHORIZATION

WORK AUTHORIZATION NO. \_\_\_\_\_

This Work Authorization is made as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of \_\_\_\_\_, 2005 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and HNTB Corporation ("GEC"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

*[Brief description of the Project elements to which this Work Authorization applies]*

#### **Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

*[Enter description of the Scope of Services here for which this Work Authorization applies, or make reference to an attached Appendix]*

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

#### **Section B. - Schedule**

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

#### **Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$ \_\_\_\_\_, based on the attached fee estimate. Compensation shall be in accordance with the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.



**Section D. - Authority's Responsibilities**

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Work Authorization:

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

Authority: Cameron County Regional  
Mobility Authority

GEC: HNTB Corporation

By: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_