

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BE IT REMEMBERED on the 10th day of June, 2014, 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:

CHAIRPERSON

MICHAEL SCAIEF
DIRECTOR

DAVID N. GARZA (arrived at 12:01 P.M.)
DIRECTOR

NAT LOPEZ
DIRECTOR

RUBEN GALLEGOS, JR.
DIRECTOR

HORACIO BARRERA
DIRECTOR

MARK ESPARZA
DIRECTOR

Secretary

DAVID E. ALLEX
ABSENT

ABSENT

ABSENT

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In the absence of Chairman David E. Allex, Vice Chairman Horacio Barrera presided over the Board Meeting. The Board Meeting was called to order by Vice Chairman Horacio Barrera, at 11:34 A.M. At this time, the Board considered the following matters as per RMA Agenda posted and filed for Record in the Office of the County Clerk on this 6th day of June 2014 at 1:09 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 West I69E
San Benito, Texas 78586**

Tuesday, June 10, 2014

11:30 AM

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Jun 06, 2014 at 01:09P

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

PUBLIC COMMENTS:

1. Public Comments

PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS:

2. Presentations/Resolutions/Proclamations

- A. Presentation of Report on Marketing Efforts

CONSENT ITEMS:

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

- A. Consideration and Approval of the Minutes for:

May 8, 2014 – Regular Meeting

- B. Consideration and Approval of a Financial Assistance Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Outer Parkway Toll Project

ITEMS FOR DISCUSSION AND ACTION:

4. Action Items

- A. Approval of Claims

- B. Consideration and Approval of the Financials for May 2014

- C. Consideration and Approval of Engineering Contract between the Cameron County Regional Mobility Authority and S&B Infrastructure for the SH 32 (East Loop) Project
- D. Consideration and Approval of Professional Services Agreement with Fagan Consulting, LLC
- E. Consideration and Approval of an Interlocal Agreement for Toll System for SH 550 Direct Connector between the Cameron County Regional mobility Authority and the Central Texas Regional Mobility Authority
- F. Consideration and Approval of Amendment No. 1 to the Toll Collection System Maintenance Agreement between the Cameron County Regional Mobility Authority and the Central Texas Regional Mobility Authority

EXECUTIVE SESSION ITEM:

5. Executive Session

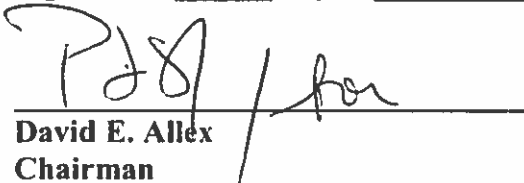
- A. Confer with Legal Counsel regarding legal issues with the Request for Qualifications #2014.01 for General Engineering Consulting Services, pursuant to V.T.C.A., Government Code, Section 551.071(2).

6. Action Relative to Executive Session

- A. Possible Action

ADJOURNMENT:

Signed this 6th day of June 2014


David E. Allex
Chairman

NOTE:

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

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None were presented.

PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS

2-A Presentation of the Report on Marketing Efforts

Mrs. Michelle Lopez, RMA Marketing & Communications Director went over a report on marketing efforts with the Board. Mr. Pete Sepulveda, Jr., RMA Executive Director also gave an update on the coordination with the Pharr Bridge System as well as on-going efforts with MSB to improve collections.

Secretary Gallegos moved to acknowledge the Report. The motion was seconded by Director Esparza and carried unanimously.

The Report is as follows:

NOTE: Director Garza arrived at 12:01 pm.

CONSENT ITEMS

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

Director Scaief moved to approve Items 3-A and 3-B. The motion was seconded by Director Garza and carried unanimously.

3-A Consideration and Approval of the Minutes for:

May 8, 2014 – Regular Meeting

3-B Consideration and Approval of a Financial Assistance Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Outer Parkway Toll Project

The Agreement is as follows:

ACTION ITEMS

4-A Approval of Claims

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

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

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

The Claims are as follows:

4-B Consideration and Approval of the Financials for May 2014

Mr. Adrian Rincones, RMA Controller went over the Financials for the month of May 2014.

Secretary Gallegos moved to approve the Financials for May 2014. The motion was seconded by Director Garza and carried unanimously.

The Financials are as follows:

4-C Consideration and Approval of Engineering Contract between the Cameron County Regional Mobility Authority and S&B Infrastructure for the SH 32 (East Loop) Project

Mr. Pete Sepulveda, Jr., RMA Executive Director provided a Memorandum to the Board with a recommendation on this agenda item. Mr. Sepulveda mentioned that this contract was with local firms providing the Professional Services. Mr. Sepulveda mentioned that the Cameron County Regional Mobility Authority had followed a procurement procedure and the Board had awarded the RFQ to S&B Infrastructure but that delays in the environmental phase caused a delay in awarding the actual contract. The timeline for the environmental phase is now better defined and thus the Board needed to move forward with awarding the contract. See attached Memorandum to the Board of Directors.

Secretary Gallegos moved to approve the Engineering Contract between the Cameron County Regional Mobility Authority and S&B Infrastructure for the SH 32 (East Loop) Project. The motion was seconded by Director Esparza and carried unanimously.

The Contract is as follows:

4-D Consideration and Approval of Professional Services Agreement with Fagan Consulting, LLC

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item and gave the Board a background and history of the item and the importance of moving forward with a Consultant to move forward with the implementation of the Toll Collection System for the SH550 Direct Connector Project. Fagan Consulting, LLC will coordinate all efforts with the Central Texas Regional Mobility Authority and their vendor.

Director Scaief moved to approve the contract with Fagan Consulting, LLC. The motion was seconded by Secretary Gallegos and carried unanimously.

The Agreement is as follows:

4-E Consideration and Approval of an Interlocal Agreement for Toll System for SH 550 Direct Connector between the Cameron County Regional Mobility Authority and the Central Texas Regional Mobility Authority

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item and gave the Board a background and history of a request to provide the Toll Collection System for the SH 550 Direct Connector Project. Mr. Sepulveda informed the Board this is consistent with the process that the Cameron County Regional Mobility Authority has taken on the other two gantries. Mr. Sepulveda also mentioned that the Agreement amount had been negotiated as well.

Director Esparza move to approve the Agreement for Toll System for SH 550 Direct Connector between the Cameron County Regional Mobility Authority and the Central Texas Regional Mobility Authority. The motion was seconded by Secretary Gallegos and carried unanimously.

The Agreement is as follows:

4-F Consideration and Approval of Amendment No. 1 to the Toll Collection System Maintenance Agreement between the Cameron County Regional Mobility Authority and the Central Texas Regional Mobility Authority

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item and went over the proposed amendment for the Maintenance Agreement between the Cameron County Regional Mobility Authority (CCRMA) and the Central Texas Regional Mobility Authority. Mr. Sepulveda mentioned that since the CCRMA was doing the maintenance in-house, it was a savings for the CCRMA.

Director Garza move to approve Amendment No. 1 to the Toll Collection System Maintenance Agreement between the Cameron County Regional Mobility Authority and the Central Texas Regional Mobility Authority. The motion was seconded by Secretary Gallegos and carried unanimously.

The Amendment is as follows:

EXECUTIVE SESSION ITEMS

Secretary Gallegos moved to go into Executive Session. The motion was seconded by Director Garza and carried unanimously, the Board met in Executive Session at 12:31 P.M. to discuss the following matter(s):

EXECUTIVE SESSION:

- 5-A Confer with Legal Counsel regarding legal issues with the Request for Qualifications #2014-01 for General Engineering Consulting Services, pursuant to V.T.C.A., Government Code, Section 551.071(2)**

Upon motion by Director Scaief seconded by Director Esparza and carried unanimously, the Board reconvened into open Session at 1:04 P.M.

ACTION RELATIVE TO EXECUTIVE SESSION:

- 6-A Confer with Legal Counsel regarding legal issues with the Request for Qualifications #2014-01 for General Engineering Consulting Services, pursuant to V.T.C.A., Government Code, Section 551.071(2)**

Director Scaief moved to acknowledge report of Counsel and proceed along the Terms and Conditions as discussed in Executive Session. The motion was seconded by Director Garza and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Scaief seconded by Director Esparza and carried unanimously the meeting was **ADJOURNED** at 1:05 P.M.

APPROVED this 1st day of July 2014.

ATTESTED:


SECRETARY RUBEN GALLEGOS, JR.


VICE CHAIRMAN HORACIO BARRERA

2-A PRESENTATION OF REPORT ON MARKETING EFFORTS

June 2014 Marketing Report
Michelle A. Lopez
Marketing & Communications Director



1. Disabled Veterans Program:

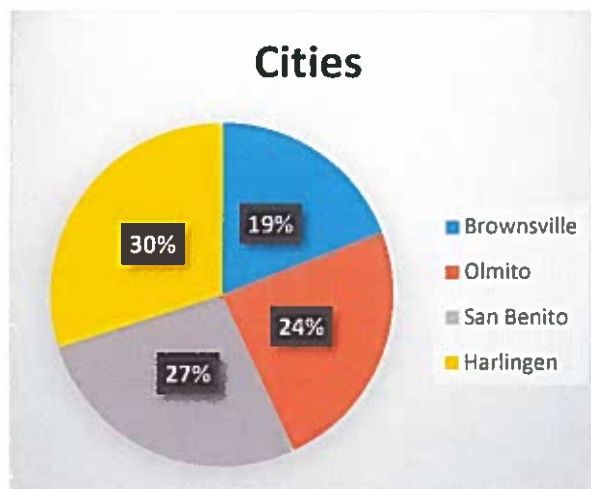
- a. We want to give back to our disabled veteran drivers. Although we (CCRMA) can't exempt them from having to pay the toll, we are thinking of perhaps having a dealership sponsor this program. Before going to any dealership, we wanted to know just how many drivers with specialized plates drove through our toll. And, it's not much at all. In fact, I believe any dealership would agree to sponsor. It's good PR for them!
- b. DV plates for 2013 and 2014 YTD:

Year	No of Plates	No of Tolls	Revenue (Toll Amount)
2013	142	488	\$ 42.20
2014	109	321	\$ 80.48

- c. So as you can see, it's a very minimal amount the dealership would pay.

2. Mailer Campaign:

- a. Case study results: A case study was performed in May to give us feedback on what residents knew about the CCRMA or the SH-550. This was done thinking ahead before agreeing to start a mailer campaign. The case study has revealed that Cameron County residents aren't fully aware of the organization or of many of the projects.
- b. We selected, randomly, 5,000 residents for each city. As you can see, Harlingen leads the pack, with a 30% of its residents who say they don't know CCRMA or the SH-550 project.



- c. With that said, starting a 5x7 mailer campaign, we're looking at:
- 10,000 double-sided mailers.
 - Circulation may consist of Rancho Viejo, San Benito and Harlingen.
 - The total impressions for this mailer would be 40,000 (the average household consists of 4 members; based on www.city-data.com)
 - Based on the survey done, the most appropriate message and design would target the registration of TxTags with the following message: ***"SH-550, the latest addition to the Texas Toll way System. Learn how to obtain your TxTag."***
 - Total cost for mailer: \$8,150.00.

3. Billboard Campaign:

- a. 2x \$475 billboard = \$950 / month for 24 weeks
4x 10ft by 22ft Prints = \$4,000 for 4 billboards (switching after the 12th week)
4 x Designs and Formatting = \$2,850 (for doing 4).
- b. We are looking at \$7,800 start up and then \$950 / month for 24 weeks (billboards will be switched to 2 different designs once we reach the 12th week)



Location # 4



Market: RIO GRANDE VALLEY
Panel: 45548

TAB Unique ID: 163941
Location: WS EXP 77/83 .2MI N/O MERRYMAN (SNG) OLM
Lat/Long: 26.0075/-97.5305
Media/Style: Poster/Retro
***Weekly Impressions:** 200880
Copy Size: 10' 6" x 22' 9" [Spec Sheet](#)
Vinyl Size: 10' 6" x 22' 9"
Facing/Read: North/Right
Illuminated: YES
Rate: \$475.00
Current Advertiser: HAMPTON INN & SUITES

- Billboard location: WS Exp 77/83; near Merryman sign
- Total weekly impressions: 200,880



Location # 5



Market:	RIO GRANDE VALLEY
Panel:	46050
TAB Unique ID:	164031
Location:	WS EXP 77 1071' N/O RUNNELS RD #3, RUS
Lat/Long:	26 0881/-97.5861
Media/Style:	Poster/Retro
*Weekly Impressions:	145494
Copy Size:	10' 6" x 22' 9" Spec Sheet
Vinyl Size:	10' 6" x 22' 9"
Facing/Read:	North/Right
Illuminated:	YES
Rate:	\$475.00
Current Advertiser:	TEXAS DEPARTMENT OF STATE HEA ...

- Billboard Location: WS Exp 77; near Runnels Rd.
- Total weekly impressions: 145,494



Location # 6



Market:	RIO GRANDE VALLEY
Panel:	46066
TAB Unique ID:	164040
Location:	ES EXP 77/83 4 MI N/O RANCHO VIEJO, RN
Lat/Long:	26 0476/-97 5517
Media/Style:	Poster/Retro
*Weekly Impressions:	71361
Copy Size:	10' 6" x 22' 9" Spec Sheet
Vinyl Size:	10' 6" x 22' 9"
Facing/Read:	North/Left
Illuminated:	YES
Rate:	\$475.00
Current Advertiser:	HOLIDAY INN EXPRESS BROWNSVILLE

- Billboard location: ES Exp 77/83 near Rancho Viejo
- Total weekly impressions: 71,361

4. Facebook Marketing:

- a. This is an ideal tool to obtain a strong, active public awareness for residents of Cameron County.
- b. Facebook marketing works through campaigns based on scheduling and target audience.
- c. We would create a budget and timeline for ads running on Facebook.
- d. Example:
 - Daily budget of \$20.00 (20-78 “likes” per day of our page) on a schedule for three months.
 - Cost: \$1,246.98.
 - Potential amount of “likes”: 4,680.
 - Cost per impression: \$3.75 per “like”
 - Active Facebook accounts within Brownsville + 50 mi: 280,000

5. Website:

- a. I met with our web designer and he’s fixing an issue with the loading of the web page. When you click to get on the site it takes a very long time to load.

A NEW ADDITION TO OUR
TEXAS TOLL ROAD SYSTEM
HERE IN
CAMERON COUNTY

SH550



CONNECTING US 77/83 TO PORT OF BROWNSVILLE

How to obtain your TxTag

Online - Filling out an online application form takes only a few minutes.

By Phone - Call the TxTag Customer Service Center Monday-Friday, from 8AM-7PM, toll-free at 1-888-468-9824

By Mail - You may also download and print the application for a TxTag. Mail your application to TxTag Customer Service Center, 12719 Burnet Road, Austin TX 78727

WWW.TXTAG.ORG

Once registered, feel the
comfort and efficiency when
travelling through our
State of Texas.

U.S. Postage
Paid
Permit No.
XXXXXXX

JOHN DOE
123 ANY STREET
ANY TOWN, TX, 12345



SH550

The newest addition to a statewide system, here in Cameron County.

Learn how you can travel quicker and more efficiently throughout the State of Texas.

WWW.TXTAG.ORG

TOLL ROAD			
			BAY BY
		TxTag	Mail
TWO AXLE VEHICLES	\$0.50	\$0.67	
EACH ADDITIONAL AXLE	\$0.50	\$0.67	
SERVICE FEE PER INVOICE	\$0.00	\$1.00	

The express lanes on the overpass will allow drivers to completely bypass the intersection at Paredes Line Road.

Using the overpass means you will no longer have to stop at the light or wait for drivers entering or exiting the highway.

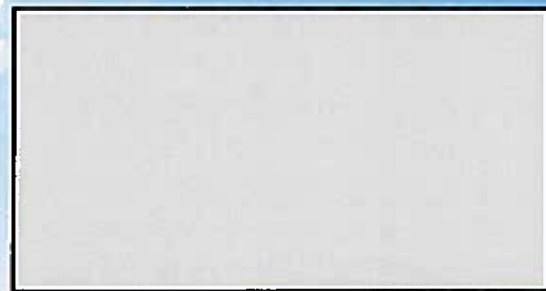
Drivers will no longer be delayed by long waits for trains.

TxTag can be used for all toll roads in the State of Texas.

GET YOUR TXTAG NOW

WWW.TXTAG.ORG

1-888-468-9824



txtag			
TWO AXLE VEHICLES	\$0.50	\$0.67	
EACH ADDITIONAL AXLE	\$0.50	\$0.67	
SERVICE FEE PER INVOICE	\$0.00	\$1.00	

CCRMA
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY



*The latest addition
to the
Texas Tollway System*

*Cameron County's SH 550
connects you from
US 77/83
to
Port of Brownsville*



CCRMA
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

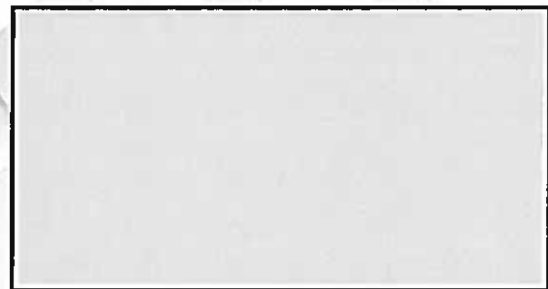
*The express lanes on the overpass will
allow drivers to completely bypass the
intersection at Paredes Line Road.*

*Using the overpass means you will no
longer have to stop at the light or wait
for drivers entering or exiting the
highway.*

*Drivers will no longer be delayed by long
waits for trains.*

*TxTag can be used for all toll roads in
the State of Texas.*

Get your TxTag!
www.TxTag.org
1.888.468.9824





THE LATEST ADDITION TO THE TEXAS TOLLWAYS SYSTEM
CONNECTING YOU FROM US 77/83 TO PORT OF BROWNSVILLE
FAST | SAFE | EASY



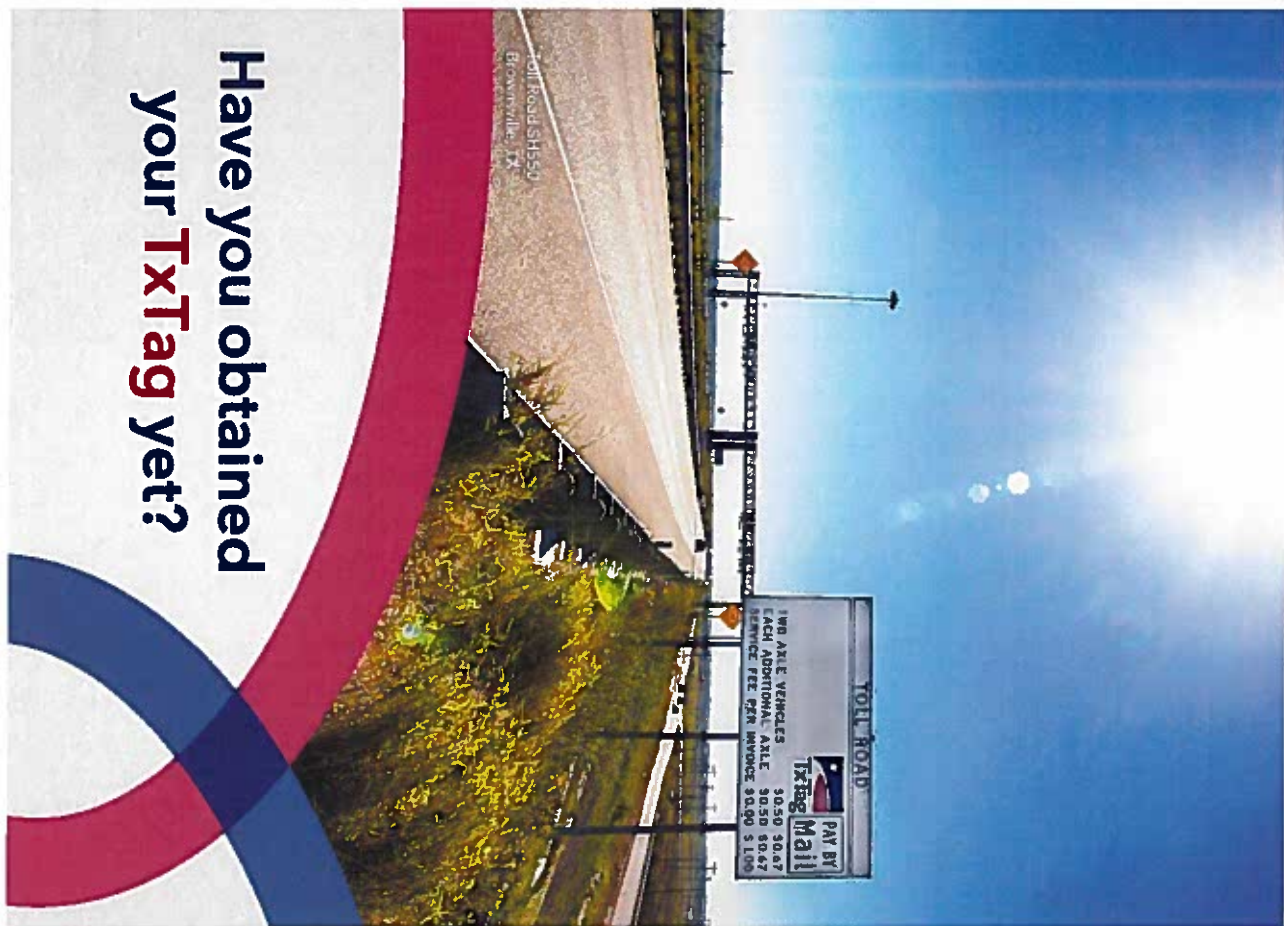
OBTAIN YOUR **TXTAG** NOW

TAKE FULL ADVANTAGE OF TOLL ROADS THROUGHOUT THE STATE OF TEXAS. BECOME PART OF SOMETHING GREATER BEHIND THE WHEEL.

MAIL | PHONE | ONLINE

12719 BURNET ROAD, AUSTIN, TEXAS 78727
1-888-468-9824
WWW.TXTAG.ORG



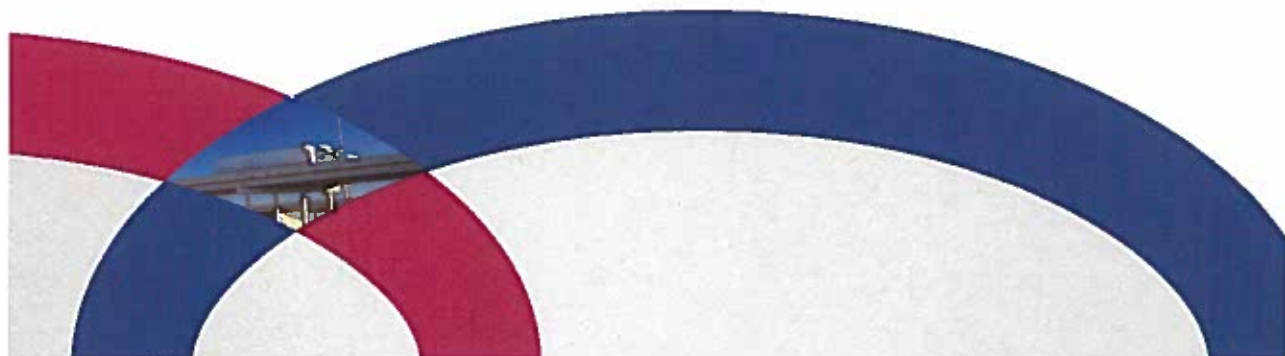


Have you obtained
your **TxTag** yet?

Cameron County's **SH550** is now part of
the **Texas Tollway System**!

You can now obtain a **TxTag** online or
over the phone to enjoy the benefits of
travelling throughout the State of Texas
better, safer, and faster!

www.TxTag.org
1-888-468-98-24



**3-B CONSIDERATION AND APPROVAL OF A FINANCIAL ASSISTANCE
AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF
TRANSPORTATION FOR THE OUTER PARKWAY TOLL PROJECT**

FINANCIAL ASSISTANCE AGREEMENT
OUTER PARKWAY TOLL PROJECT

This financial assistance agreement ("Agreement") is made by and between the Texas Department of Transportation, an agency of the State of Texas ("TxDOT"), and the Cameron County Regional Mobility Authority, a political subdivision ("Authority"), for the purpose of providing financial assistance in connection with the further study and development of the Outer Parkway project.

RECITALS

The parties acknowledge the following:

A. The Authority is a regional mobility authority formed pursuant to Chapter 370 of the Transportation Code (the "Code") and 43 Tex. Admin. Code § 26.1 *et seq.*

B. The Authority's goals are to improve mobility by implementing projects within the entire geographic area of Cameron County, Texas, including the construction of the Outer Parkway Project ("Project"), a toll facility that will ultimately consist of two tolled lanes in each direction, separated by a large center median for future transportation use. Although the route for the Project has not been fully defined at this stage of development, the preferred alternative includes a new facility north of existing FM 106 (General Brant Road) that would extend approximately 21.5 miles from I-69 East and US 77/83, north of Harlingen, and east to General Brant Road.

C. TxDOT, pursuant to Article III, Section 52-b of the Texas Constitution and Section 222.103 of the Code, is authorized to participate, through the expenditure of money from any source, in the acquisition, construction, maintenance, or operation of a toll facility.

D. TxDOT has adopted rules at 43 Tex. Admin. Code Chapter 27, Subchapter E ("Toll Equity Rules") setting forth the policies and procedures by which it will participate in the financing of a toll facility.

E. On October 7, 2013, the Authority, pursuant to the Toll Equity Rules, submitted a request for financial assistance in the amount of \$5.0 million to fund certain predevelopment costs of the Project, including predevelopment environmental studies, design, legal services, and other qualified development costs.

F. On October 31, 2013, and November 21, 2013, the Commission, pursuant to its constitutional and statutory authority and the Toll Equity Rules, gave preliminary and final approval to the request for financial assistance in an amount not to exceed \$5.0 million, in the form of a loan. In Minute Order 113776, dated November 21, 2013, the Commission authorized the Executive Director of TxDOT to enter into a financial assistance agreement with the Authority.

G. On December 12, 2013, the Board of Directors of the Authority accepted the award of financial assistance and authorized the Chairman to enter into a financial assistance agreement with TxDOT.

AGREEMENT

In light of the foregoing recitals, and for good and other valuable consideration, the parties agree as follows:

1. Definitions. As used in this Agreement:

(a) "Budget" means an annual budget of costs payable from the financial assistance for the upcoming Fiscal Year that includes monthly estimates of expenditures, such budget and cash flows to be in a form and in sufficient detail as may be reasonably requested by TxDOT.

(b) "Effective Date" means the date on which the last party to execute this Agreement does so.

(c) "Fiscal Year" means the Authority's fiscal year starting on October 1 and ending on September 30 of each year.

(d) "IFDMO" means TxDOT's Innovative Financing/Debt Management Office or any office or division of TxDOT that assumes the responsibilities of the IFDMO.

(e) "Net Revenues" means the toll revenue received from operation of the Project in any Fiscal Year that is in excess of the actual operation and maintenance costs incurred in the same Fiscal Year and required reserve fund deposits, if any, in the same Fiscal Year.

2. Development Loan.

(a) TxDOT will provide financial assistance to the Authority, in the form of a loan, in an amount not to exceed \$5.0 million, to be used for certain predevelopment costs of the Project, including predevelopment environmental studies, design, legal services, other qualified development costs, and incidental administrative and other expenses of the indirect overhead of the Authority as provided in subparagraph (b).

(b) Expenditures made by the Authority from funds disbursed under this Agreement must be made in strict compliance with Attachment A to this Agreement, which is attached hereto and incorporated herein for all purposes. Costs payable through the financial assistance are limited to the salaries and other direct costs described in Attachment A that are incurred during the course of Project related work performed by Authority staff and legal, financial, engineering, and other consultants, as well as incidental administrative and other expenses of the indirect overhead of the Authority, provided that (i) only those direct and indirect costs determined to be reasonable and allowable under OMB Circular A-87 may be reimbursed, (ii) the amount of indirect costs to be reimbursed in a month will be determined by

multiplying the percentage of direct costs on the Project to total costs in that month by the amount of indirect costs, and (iii) in the event the Authority receives additional financial assistance from TxDOT related to other projects the aggregate of incidental expenses and indirect overhead allocations may not exceed 100% of those expenses.

3. Loan Disbursements.

(a) Funds to be made available pursuant to this Agreement shall be disbursed within thirty (30) days of receipt and formal acceptance by IFDMO of a request from the Authority complying with the invoice requirements prescribed in Attachment A to this Agreement, and which shall also include the following:

(i) the amount requested;

(ii) a description of the use of the funds requested; and

(iii) copies of proposals, invoices, fee statements, or other documentation showing the intended use of the funds requested.

(b) IFDMO shall have the right to deny all or part of a request for funds proposed to be used for purposes not authorized by this Agreement or due to a lack of adequate documentation. In either event, the Authority will have the right to submit additional information to clarify the use of funds requested or to provide any missing documentation. The parties will use their best efforts to resolve any disputes over the requested use of funds in a manner which recognizes the need for the Authority to advance the Project and meet obligations to bondholders and contractors.

(c) If the Authority determines that it will incur costs that were not included in the Budget, the Authority shall provide a revised Budget to IFDMO and the Pharr District.

(d) IFDMO has thirty (30) calendar days from receipt of a revised Budget to notify the Authority in writing of IFDMO's approval of the revised Budget. Failure to notify the Authority of approval or disapproval of the Budget within thirty (30) calendar days shall be considered deemed approval of the Budget. Once approved by IFDMO, the remaining loan disbursements will be made in accordance with this Section 3.

(e) If IFDMO disapproves the revised Budget it shall specify, in writing (issued within the initial thirty (30) calendar day review period) the reasons for disapproval. The Authority may resubmit the revised Budget in a manner which addresses the issues raised by IFDMO. IFDMO shall have ten (10) business days from receipt of the resubmittal to review and approve, or disapprove, of the resubmittal. If IFDMO disapproves the resubmittal, it shall specify, in writing (issued within the ten (10) business day review period) the reasons for disapproval. Additional resubmittals will be processed in the same manner.

(f) To the extent funds disbursed hereunder are utilized to procure tangible work product consistent with the authorized purposes under this Agreement, TxDOT shall have the right to review such work product as a condition to making a requested disbursement.

4. Repayment of the Loan.

The financial assistance shall be repaid by the Authority to TxDOT in annual installments. Payment shall be made annually on each December 1 until the full amount of the loan is repaid. The obligation to begin making repayments shall accrue upon the occurrence of either of the following:

(a) the Authority can issue bonds secured by revenue of the Project that, when combined with other funding sources, is sufficient to complete the Project and repay all or a portion of the financial assistance provided by TxDOT under this agreement, in which case such portion of the total amount of funds advanced which can be accommodated in the bond sale shall be repaid from bond proceeds, with the remainder to be repaid pursuant to subparagraph (b) below; or

(b) the Project is opened for normal and continuous operations and use by the traveling public, provided that the Authority shall not be obligated to pay to TxDOT more than ten percent (10%) of the Net Revenues received in the previous Fiscal Year.

5. Reporting Requirements.

The Authority shall provide the following information to the IFDMO, with a copy to the Pharr District, within the time frames prescribed in this Section 5:

(a) a Budget, no later than July 1 of each year;

(b) the Authority's annual audited financial statements, no later than thirty (30) days after acceptance of the statements by the Authority's Board of Directors;

(c) if applicable, any other annual financial information and notices of material events disclosed under Rule 15c2-12 of the United States Securities and Exchange Commission relating to any publicly-offered financing for the Project, no later than ten (10) days after disclosure; and

(d) a written report detailing specific expenditures made or reimbursed with loan disbursements during the previous Fiscal Year, no later than thirty (30) days after the end of the Fiscal Year.

6. Notices and Communications.

(a) All notices and other communications to either party under this Agreement shall be delivered personally, sent by email followed by a hard copy sent by U.S. mail, sent by overnight mail or courier service, or sent by certified U.S. mail, to the addresses set forth in subsections (b) and (c) of this section.

(b) All notices or other communications to TxDOT shall be delivered to the following address or as otherwise directed by TxDOT:

Texas Department of Transportation
Innovative Finance and Debt Management Office
125 E. 11th Street
Austin, TX 78701
Attn: Benjamin Asher
Email: Benjamin.Asher@txdot.gov

(c) All notices or other communications to the Authority shall be delivered to the following address or as otherwise directed by the Authority:

Cameron County Regional Mobility Authority
RMA Coordinator
1100 E. Monroe
Brownville, TX 78521
Attn: Pete Sepulveda, Jr.
Email: psepulveda@co.cameron.tx.us

(d) All personally delivered notices or other communications shall be deemed received on the date so delivered. Any notice or other communication by email shall be deemed received on the date of confirmation of receipt of the email, provided such communication is also deposited in the U.S. mail. All notices or other communications delivered by overnight mail or courier service shall be deemed received on the date shown on the receipt of private carrier or courier service.

7. Miscellaneous Provisions.

(a) Each party will comply with applicable state and federal law in the performance of their obligations under this Agreement and any other agreements executed by the parties in relation to the Project, and the Authority will comply with any other applicable provision of the Toll Equity Rules relating to performance of work. The Authority shall not begin development of a schematic or perform any other design work until a project development agreement for the Project is executed by TxDOT and the Authority, provided that this shall not preclude design work necessary to advance the environmental review process.

(b) TxDOT or the Texas State Auditor may conduct an audit or investigation of any aspect of the loan. The Authority must provide TxDOT or the Texas State Auditor with access to any information TxDOT or the Texas State Auditor consider relevant to the investigation or audit. An audit by either TxDOT or the Texas State Auditor can include, but is not limited to, any contract for the performance of work authorized by this Agreement. Additionally, the Authority will maintain its books and records relating to the Project and the financial assistance provided under this Agreement in accordance with the requirements of 43 Tex. Admin. Code § 27.55(b)(2), and will comply with the audit, retention, and other requirements relating to records regarding the Project in 43 Tex. Admin. Code § 27.55(b). Generally Accepted Accounting Principles (GAAP) will be followed. "GAAP" means those principles of accounting promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board or the standards of the Office of Management and Budget Circular A-133,

Audits of States, Local Government and Non-profit Organizations, as applicable, or which have other substantial authoritative support and are applicable in the circumstances as of the date of a report, as such principles are from time to time supplemented and amended.

(c) In the event the Project is not developed and constructed by the Authority, all work product associated with the Project and procured with funds disbursed under this Agreement shall, at TxDOT's request, be transferred to TxDOT, along with all right, title and interest in and to such work product, and the transfer of the work product shall constitute repayment of the loan.

(d) If either party defaults in the performance of any obligation described in this Agreement, the other party may exercise any rights and remedies granted by law or this Agreement. Any default by the Authority in making repayments of financial assistance provided under this Agreement which remains uncured after sixty (60) days prior written notice provided by TxDOT shall result in an obligation on the part of the Authority to transfer the Project to TxDOT, along with all right, title and interest in and to any and all work product associated with the Project. Any transfer of the facility would be subject to the rights of holders of any outstanding senior debt.

(e) The Authority shall comply with all environmental permits, issues and commitments necessary for development, construction, operation, or maintenance of the Project.

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

(g) The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

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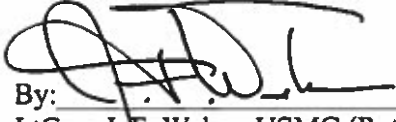
IN WITNESS WHEREOF, TxDOT and the Authority have executed this Agreement in four multiple counterparts on the dates shown herein below, effective on the Effective Date.

**CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY**

By: 
David E. Allex
Chairman

Date: 6.10.14

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: 
LtGen. J. F. Weber, USMC (Ret)
Executive Director

Date: 7/9/14

ATTACHMENT A

INVOICES AND ALLOWABLE EXPENSES

Independent Advisors: Invoices from any independent advisors engaged by the Authority pursuant to the Agreement shall clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hour and/or cost, and office/company location.

Transportation Costs and Reimbursable Limits: Efforts must be made to secure a reasonable and/or lowest rate available in the marketplace.

Airline Costs: Airline costs incurred by the CCRMA pursuant to this Agreement shall be only for economy or coach class rate. Extra insurance and luggage costs are not allowed. Airline ticket "reissue fees" are allowable only if the fee is due to TxDOT's request or otherwise required by the acts or omissions of TxDOT.

Personal Automobile Mileage: Up to the State approved rate of **0.56 cents per mile** or the current State rate applicable at the time the cost is incurred. Records of such expenses must clearly identify the departure/arrival time, to/from destinations and the purpose of the trip.

Automobile Rentals: Expenses shall not exceed **\$50.00 per day**, plus applicable taxes and fees. Extra, optional insurance or rental company gasoline costs are not allowed expenses. Weekly or monthly rates should be used when applicable. Upgrades beyond economy-sized vehicles require full documentation and may not be an allowed expense. Use of any rental vehicle for purposes other than specifically related to the services required by the Agreement is not permitted. Records of all vehicle rental expenses are required.

Other Transportation Services (Taxi, Bus, Shuttle, etc.): Only reasonable and prudent costs (with back-up documentation) are permitted expenses. Tips are not permitted.

Hotel Rates: Weekly and monthly rates are encouraged and expected, when applicable. Hotel rates shall not exceed **\$85.00 per day**, plus applicable city/state/county taxes and fees, or the current State rate applicable at the time the expenses is incurred.

Meals (Food Costs): Meal receipts are not required, but may be requested by TxDOT. However, the maximum per diem allowance of **\$36.00 per day**, or the current State rate applicable at the time the expenses is incurred, shall be a permitted expense. Tips and alcohol are not allowed expenses.

Entertainment Costs: Entertainment Costs (e.g. movies, "pay per view" or otherwise, alcohol, etc.) are not permitted expenses.

Communication Costs: Long distance telephone calls are permitted expenses, only when such expenses accrue in relation to the services contemplated pursuant to this Financial Assistance Agreement. Back-up documentation shall include a log identifying the date, identity of person called and purpose of call.

(END OF ATTACHMENT)

4-A APPROVAL OF CLAIMS



MEMORANDUM

TO: Chairman and Board Members

FROM: Pete Sepulveda, Jr. *PSJ*

RE: Claims Item 4-A

DATE: June 10, 2014

Attached are the Claims being presented for consideration and payment.

The Claims include:

- AMEC for SH 32 (East Loop) Value Engineering Services – Final Installment
- Anderson Columbia for May construction work on SH 550 DC
- Cameron County CAF 2012 Bonds
- Contract Services for the Month of May (Legal & IT Services)
- Gonzalez Engineering & Surveying - Survey of Boundary & Improvements and Survey & Map Parcels for West Rail
- HNTB invoices for SPI 2nd Access
- Locke Lord – Legal Services for SH 550, SPI 2nd Access and the Outer Parkway
- S&B Infrastructure for Project Coordination & Management of Mitigation Plan and the SH 550 Direct Connector
- Staff mobile phone reimbursement for the month of May 2014
- Sullivan Public Affairs for Governmental Relations Services for May 2014
- Travel – Executive Director

I recommend approval of the invoices.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Invoices Selected for Payment - Claims to be Paid

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
Adrian	Adrian Rincones	Cell - May 2014	100.00	Cell Phone Expenses - Controller & Marketing Director
AMEC, INC.	AMEC Environment & Infrastructure, Inc	X16484138	25,853.98	Final Installment for Value Engineering Workshop on SH32
Anderson Columbia	Anderson Columbia Co., Inc	3622-01-003-15	953,302.18	Direct Construction on SH550 May 2014
Cameron County	Cameron County	CAF 2012 Bonds	8,333.33	CAF for 2012 Bonds
DYLBIA L. VEGA	DYLBIA L JEFFERIES VEGA	DVJ - May 2014	1,100.00	Legal Services for month of May 2014
Franco San Miguel	FRANCISCO J SANMIGUEL	FS - May 2014	1,750.00	Toll Maintenance & Support May 2014
GES	Gonzalez Engineering & Surveying, Inc.	204743	4,866.00	Survey of boundary and improvement on West Rail Project
GES	Gonzalez Engineering & Surveying, Inc.	204775	3,741.00	Survey and Map Parcels for West Rail Project
HNTB	HNTB CORPORATION	101-40619-PL017	354,560.05	Project management, route, design and environmental studies - SPI 2nd Access
HNTB	HNTB CORPORATION	102-40619-PL-017	350,081.96	Preliminary engineering & environmental services SPI 2nd Acc
Locke Lord	Locke Lord LLP	1072716	2,486.70	Legal Services on the SH550 April 2014
Locke Lord	Locke Lord LLP	1072718	1,820.00	Legal Services on SPI & Outer Pkwy Projects
Michelle Lopez	Michelle Lopez	Cell - May 2014-2	100.00	Cell Phone Expenses - Controller & Marketing Director
PEDRO SEPULVE...	PEDRO SEPULVEDA JR.	PSJ-6-3-14	307.00	Exec Director TxDot Planning Conference Travel - Corpus
S&B	S&B Infrastructure, LTD	U1818-18	21,433.26	Project Coordination and Management of Mitigation plan
S&B	S&B Infrastructure, LTD	U1965-16	100,860.30	Construction Mgmt SH550 Direct Connector
Sullivan Public Affa	Sullivan Public Affairs	CC052014	7,500.00	Government Relations Consulting May 2014
Report Total			1,838,195.76	

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Invoices Selected for Payment - Claims to be Paid

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
Adrian	Adrian Rincones	AR - 5-30-14	262.05	Reimbursement for Mileage for Controller March April & May
Adrian	Adrian Rincones	AR-5-27-14	843.47	Reimbursement for Travel, License Dues, & Email Hosting
Blanca C. Betanco...	Blanca C. Betancourt	7	3,950.00	Administrative Support for month of April
Franco San Miguel	FRANCISCO J SANMIGUEL	Franco-5-19-14	75.33	Supplies for Toll Gantry Maintenance
JESUS M PENA	JESUS MARTIN PENA	001	200.00	Reissue Outstanding Check to Jesus M Pena
Lizbeth J. Ponce	Lizbeth J. Ponce	LP - 5-20-14	161.14	MSB Training in Austin for new system
Locke Lord	Locke Lord LLP	1066788	1,432.00	General Legal Services for month of March 2014
Locke Lord	Locke Lord LLP	1066789	4,816.00	Legal services on SH550 Completion Bonds
Locke Lord	Locke Lord LLP	1066790	1,624.00	Legal Services on SPI & Outer Pkwy Project
Locke Lord	Locke Lord LLP	1066963	3,697.50	Legal Services on Potential Project FM1925
Michelle Lopez	Michelle Lopez	ML - April 2014	119.84	Mileage Reimbursement for Marketing Director
PEDRO SEPULVE...	PEDRO SEPULVEDA JR.	PSJ 5-22-14	93.79	PSJ meeting with TxDot in Pharr on SH550 & SH32
PEDRO SEPULVE...	PEDRO SEPULVEDA JR.	PSJ-5-19-14	594.48	ED Travel to meetings in Austin and Pharr TX
PEDRO SEPULVE...	PEDRO SEPULVEDA JR.	PSJ-5-23-14	71.75	PSJ Travel to Edinburg for meeting on FM1925
PEDRO SEPULVE...	PEDRO SEPULVEDA JR.	PSJ-5-29-14	66.67	ED Mileage Reimbursement for SPI meeting in Pharr with TxDot
PUB	Public Utilities Board	PUB 5-16-14	226.68	Utilities on SH550
Roel Reyna	Roel Reyna	AP49604	0.33	Refund to Roel Reyna for overpayment on Mail in Payment
RSTEC	Rio South Texas Economic Council	12-112	2,500.00	New Membership in Rio South Texas
The Rentfro Law ...	The Rentfro Law Firm, PLLC.	017610	872.80	Legal Services on West Rail ROW
The Rentfro Law ...	The Rentfro Law Firm, PLLC.	017614	2,889.40	Legal Services on West Rail ROW
The Rentfro Law ...	The Rentfro Law Firm, PLLC.	17611	3,439.60	Legal Services on West Rail ROW
The Rentfro Law ...	The Rentfro Law Firm, PLLC.	17612	1,280.10	Legal Services on West Rail ROW
TML	Texas Municipal League Intergovernmental Risk Pool	E&O May 2014	128.00	TML Errors & Omissions Coverage
TML Emp Health	TML Intergovernmental Employee Benefits Pool	474149	2,315.82	Employee Health Benefits for June 2014
TTI-TPP14	TTI-TPP14	TxDot - Corpus	495.00	Txdot Planning Conference - Corpus Christi
TX Comptroller	State Comptroller	FY2014	100.00	State of Texas COOP Annual Membership
TXU	TXU Energy	055426244697	418.16	Utilities on SH550
Xerox	Xerox	073813728	457.89	Printer Monthly Lease Payment
ZIEGNER	ZIEGNER TECHNOLOGIES	102705	402.00	Hosting of Accounting Software
Report Total			33,533.80	

**4-B CONSIDERATION AND APPROVAL OF THE FINANCIALS FOR
MAY 2014**



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

May 2014 Monthly Financial Report

Pete Sepulveda, Jr.
Executive Director

Jesus Adrian Rincones, CPA, CFE
Controller

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet

As of 5/31/2014

(In Whole Numbers)

	<u>Current Year</u>
ASSETS	
Current Assets:	
Cash and cash equivalents	
CCRMA Claims Account	49,187
CCRMA Operating Fund	5,027,555
TxTag - Replenishment Account	1,254
CCRMA Bond/Debt Funds	<u>627,938</u>
Total Cash and cash equivalents	5,705,934
Restricted cash accounts - debt service	
CCRMA Toll Revenue Funds	24,430
2010 A & B Pledged Revenue Funds	2,553
2010 A Debt Reserve	1,038,587
2010 A Debt Service	442,228
2010 B Debt Reserve	1,218,154
2010 B Debt Service	338,009
2012 Bond CAPI funds	2,251,558
2012 Bond Operating Fund	98,022
2012 Bond Project Funds	16,028,924
2012 Bonds Rate Stabilization Fund	<u>820,856</u>
Total Restricted cash accounts - debt service	22,263,320
Accounts receivable	
Accounts Receivable - Customers	60,998
Vehicle Registration Fees - Receivable	<u>1,185,920</u>
Total Accounts receivable	1,246,918
Accounts receivable - other agencies	
Accounts Receivable - Other Agencies	1,159,889
Due from Other Agencies	<u>642</u>
Total Accounts receivable - other agencies	1,160,531
Prepaid expenses	
Prepaid Other Expense	<u>7,798</u>
Total Prepaid expenses	<u>7,798</u>
Total Current Assets:	30,384,501
Non Current Assets:	
Long-term receivables	
TxDot - SH550 PTT	<u>12,608,304</u>
Total Long-term receivables	12,608,304
Capital assets, net	
Furnishings & Equipment	3,962,733
Accumulated Depreciation-Furnishings & Equipment	(319,322)
Infrastructure & Utilities	12,958,232
Accumulated Depreciation-Infrastructure	<u>(323,956)</u>
Total Capital assets, net	16,277,686
Capital projects in progress	
CIP - Planning & Coordination	164,901
CIP - Preliminary Engineering & Design	3,161,910
CIP - Environmental Studies	10,869,902
CIP - Mitigation	64,908
CIP - Right of Way	346,589
CIP - Utilities	26,242
CIP - Construction	32,772,703
CIP - Construction Engineering	17,481
CIP - Construction Management	1,868,965

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet

As of 5/31/2014

(In Whole Numbers)

	<u>Current Year</u>
CIP - Direct Legal Costs	434,305
CIP - Capitalized Interest	1,403,620
CIP - Indirect Administration and Overhead	<u>71,100</u>
Total Capital projects in progress	51,202,626
Other assets	
Other Assets	<u>39,392,799</u>
Total Other assets	39,392,799
Unamortized bond issue costs	
2012 Unamortized Discount	<u>120,545</u>
Total Unamortized bond issue costs	<u>120,545</u>
Total Non Current Assets:	<u>119,601,960</u>
Total ASSETS	<u><u>149,986,461</u></u>
LIABILITIES	
Current Liabilities	
Accounts payable	
Accounts Payable	<u>2,349,136</u>
Total Accounts payable	2,349,136
Accrued expenses	
TxTag Customer Deposits	367
Toll Refunds from MSB	<u>155</u>
Total Accrued expenses	522
Payroll liabilities	
Federal Tax Withholding	3,713
Payroll Tax Payable	4,935
Retirement Contribution Payable	<u>2,205</u>
Total Payroll liabilities	10,852
Deferred revenue	
Deferred Revenue	1,395
Deferred SH550 PTT	<u>12,608,304</u>
Total Deferred revenue	<u>12,609,699</u>
Total Current Liabilities	14,970,209
Non Current Liabilities	
Due to other agencies	
Cameron County	250,000
Due to other Govts	<u>2,014,428</u>
Total Due to other agencies	2,264,428
Due to TxDot	
Union Pacific - West Rail Project	25,178,814
Union Pacific - Olmito Switchyard	9,699,285
TxDot FAA - South Padre Island	7,088,135
TxDot FAA - West Parkway	<u>2,244,589</u>
Total Due to TxDot	44,210,822
Long term bond payable	
2010A Bonds Payable	12,245,000
2010A Unamortized Premium	70,327
2010B Bonds Payable	15,535,000
2012 Bonds Payable	40,000,000
2012 Unamortized Premium	4,309,435
2014 Bonds Payable	5,000,000
2014 Bond Premium	155,424
2014 Bond Prepaid Insurance	<u>(12,303)</u>
Total Long term bond payable	77,302,884

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Balance Sheet
As of 5/31/2014
(In Whole Numbers)

	<u>Current Year</u>
Total Non Current Liabilities	<u>123,778,134</u>
Total LIABILITIES	<u>138,748,343</u>
NET POSITION	
Beginning net position	<u>7,799,892</u>
Total Beginning net position	<u>7,799,892</u>
Changes in net position	<u>3,438,226</u>
Total Changes in net position	<u>3,438,226</u>
Total NET POSITION	<u>11,238,118</u>
TOTAL LIABILITIES AND NET POSITION	<u>149,986,461</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues, Expenditures And Changes in Net Assets - Unposted Transactions Included In Report
From 5/1/2014 Through 5/31/2014
(In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Operating Revenues				
Vehicle registration fees	243,580	1,975,460	2,800,000	(824,540)
Toll revenues	27,741	174,148	200,000	(25,852)
TRZ revenue	56,298	56,298	300,000	(243,702)
Other revenue	70	4,012,610	0	4,012,610
Total Operating Revenues	<u>327,689</u>	<u>6,218,517</u>	<u>3,300,000</u>	<u>2,918,517</u>
Operating Expenses				
Personnel costs	39,399	256,014	571,800	315,786
Professional services	0	22,500	25,000	2,500
Contractual services	18,026	163,858	204,000	40,142
Debt interest	0	2,210,806	4,061,700	1,850,894
Project expenses	0	0	138,200	138,200
Advertising & marketing	184	6,781	40,000	33,219
Data processing	425	4,422	10,000	5,578
Dues & memberships	2,851	6,490	9,500	3,010
Education & training	161	2,310	11,000	8,690
Fiscal agent fees	0	4,016	15,000	10,984
Insurance	128	14,640	31,800	17,160
Office supplies	259	7,647	10,000	2,353
Road maintenance	95	14,892	150,000	135,108
Rent	458	5,439	11,000	5,561
Toll services	6,267	38,181	50,000	11,819
Travel	1,861	22,261	40,000	17,739
Utilities	1,265	5,789	15,000	9,211
Total Operating Expenses	<u>71,379</u>	<u>2,786,046</u>	<u>5,394,000</u>	<u>2,607,954</u>
Non Operating Revenue				
Interest income	1,110	5,755	0	5,755
Total Non Operating Revenue	<u>1,110</u>	<u>5,755</u>	<u>0</u>	<u>5,755</u>
Changes in Net Assets	<u>257,420</u>	<u>3,438,226</u>	<u>(2,094,000)</u>	<u>5,532,226</u>
Net Assets Beginning of Year	<u>10,980,698</u>	<u>7,799,892</u>	<u>0</u>	<u>7,799,892</u>
Net Assets End of Year	<u>11,238,118</u>	<u>11,250,908</u>	<u>(2,094,000)</u>	<u>13,344,908</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Cash Flows
As of 5/31/2014

	<u>Current Period</u>
Cash Flows from Operating Activities	
Receipts from Vehicle Registration Fees	207,680.00
Receipts from Toll Revenues	(28,557.34)
Receipts from TRZ Revenue	56,298.00
Receipts from Grants and other Income	361,898.91
Payments to Vendors	(2,108,981.14)
Payments to Employees	(29,192.35)
Total Cash Flows from Operating Activities	<u>(1,540,853.92)</u>
Cash Flows from Capital and related Financing Activities	
Acquisitions of Property and Equipment	(27,295.57)
Payments on Interest	0.00
Acquisitions of Construction in Progress	(1,129,941.57)
Principal Payments on Bonds	0.00
Proceeds from TxDot FAA	704,642.01
Proceeds from Other Governments	0.00
Total Cash Flows from Capital and related Financing Activities	<u>(452,595.13)</u>
Net Increase (Decrease) in Cash & Cash Equivalents	<u>(1,993,449.05)</u>
Beginning Cash & Cash Equivalents	29,962,702.84
Ending Cash & Cash Equivalents	<u><u>27,969,253.79</u></u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Capital Projects in Progress - Unposted Transactions Included In Report
From 5/1/2014 Through 5/31/2014
(In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Capital Projects				
South Padre Island 2nd Access	2,022	1,713,529	5,200,000	3,486,471
West Parkway Project	0	980	0	(980)
Outer Parkway	1,422	26,122	2,500,000	2,473,878
West Rail Relocation	17,089	2,186,604	5,000,000	2,813,396
SH 550	1,061,465	18,688,473	34,450,000	15,761,527
SH 32 (East Loop)	25,854	120,374	225,000	104,626
FM 803	21,433	54,484	35,000	(19,484)
General Brant	0	1,976	50,000	48,024
Port Isabel Access Rd	<u>0</u>	<u>0</u>	<u>300,000</u>	<u>300,000</u>
Total Capital Projects	<u><u>1,129,285</u></u>	<u><u>22,792,542</u></u>	<u><u>47,760,000</u></u>	<u><u>24,967,458</u></u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Capital Projects in Progress - Unposted Transactions Included In Report
From 5/1/2014 Through 5/31/2014
(In Whole Numbers)

		Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Capital Projects					
South Padre Island 2nd Access	2000				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	61,155	0	(61,155)
CIP - Preliminary Engineering & Design	15110	0	68,798	1,500,000	1,431,202
CIP - Environmental Studies	15120	0	1,574,571	3,500,000	1,925,429
CIP - Direct Legal Costs	15300	2,022	8,974	50,000	41,026
CIP - Direct Administration	15320	0	0	75,000	75,000
CIP - Indirect Administration and Overhead	15330	0	30	75,000	74,970
Total South Padre Island 2nd Access		2,022	1,713,529	5,200,000	3,486,471
West Parkway Project	2025				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Direct Legal Costs	15300	0	980	0	(980)
Total West Parkway Project		0	980	0	(980)
Outer Parkway	2050				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	24,700	0	(24,700)
CIP - Preliminary Engineering & Design	15110	0	0	1,000,000	1,000,000
CIP - Environmental Studies	15120	0	0	1,400,000	1,400,000
CIP - Direct Legal Costs	15300	1,422	1,422	20,000	18,578
CIP - Direct Administration	15320	0	0	40,000	40,000
CIP - Indirect Administration and Overhead	15330	0	0	40,000	40,000
Total Outer Parkway		1,422	26,122	2,500,000	2,473,878
West Rail Relocation	2100				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	12,500	0	(12,500)
CIP - Mitigation	15130	0	1,564	250,000	248,436
CIP - Right of Way	15200	17,089	345,933	250,000	(95,933)
CIP - Utilities	15210	0	0	350,000	350,000
CIP - Construction	15220	0	1,651,883	3,500,000	1,848,117
CIP - Construction Engineering	15230	0	17,481	0	(17,481)
CIP - Construction Management	15240	0	150,739	500,000	349,261
CIP - Direct Legal Costs	15300	0	6,505	50,000	43,495
CIP - Direct Administration	15320	0	0	50,000	50,000
CIP - Indirect Administration and Overhead	15330	0	0	50,000	50,000
Total West Rail Relocation		17,089	2,186,604	5,000,000	2,813,396
SH 550	2200				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	12,500	0	(12,500)
CIP - Mitigation	15130	0	30,591	0	(30,591)
CIP - Utilities	15210	0	0	500,000	500,000
CIP - Construction	15220	953,302	17,710,325	32,500,000	14,789,675
CIP - Construction Management	15240	100,860	899,820	1,300,000	400,180
CIP - Direct Legal Costs	15300	7,303	35,236	75,000	39,764
CIP - Direct Administration	15320	0	0	50,000	50,000
CIP - Indirect Administration and Overhead	15330	0	0	25,000	25,000
Total SH 550		1,061,465	18,688,473	34,450,000	15,761,527
SH 32 (East Loop)	2250				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	54,046	0	(54,046)

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Capital Projects in Progress - Unposted Transactions Included In Report

From 5/1/2014 Through 5/31/2014

(In Whole Numbers)

		Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
CIP - Preliminary Engineering & Design	15110	25,854	29,782	75,000	45,218
CIP - Environmental Studies	15120	0	36,546	100,000	63,454
CIP - Direct Legal Costs	15300	0	0	15,000	15,000
CIP - Direct Administration	15320	0	0	17,500	17,500
CIP - Indirect Administration and Overhead	15330	0	0	17,500	17,500
Total SH 32 (East Loop)		25,854	120,374	225,000	104,626
FM 803	2300				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Preliminary Engineering & Design	15110	0	21,732	10,000	(11,732)
CIP - Mitigation	15130	21,433	32,753	0	(32,753)
CIP - Direct Legal Costs	15300	0	0	5,000	5,000
CIP - Direct Administration	15320	0	0	10,000	10,000
CIP - Indirect Administration and Overhead	15330	0	0	10,000	10,000
Total FM 803		21,433	54,484	35,000	(19,484)
General Brant	2350				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Preliminary Engineering & Design	15110	0	1,976	12,500	10,524
CIP - Environmental Studies	15120	0	0	12,500	12,500
CIP - Direct Legal Costs	15300	0	0	5,000	5,000
CIP - Direct Administration	15320	0	0	10,000	10,000
CIP - Indirect Administration and Overhead	15330	0	0	10,000	10,000
Total General Brant		0	1,976	50,000	48,024
Port Isabel Access Rd	2400				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Preliminary Engineering & Design	15110	0	0	100,000	100,000
CIP - Environmental Studies	15120	0	0	150,000	150,000
CIP - Direct Legal Costs	15300	0	0	10,000	10,000
CIP - Direct Administration	15320	0	0	20,000	20,000
CIP - Indirect Administration and Overhead	15330	0	0	20,000	20,000
Total Port Isabel Access Rd		0	0	300,000	300,000
Total Capital Projects		1,129,285	22,792,542	47,760,000	24,967,458

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Revenues and Expenditures
From 5/1/2014 Through 5/31/2014

	<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>YTD Budget - Original</u>	<u>YTD Budget Variance - Original</u>
Toll Revenues				
Toll Revenue	<u>27,740.66</u>	<u>174,148.41</u>	<u>200,000.00</u>	<u>(25,851.59)</u>
Total Toll Revenues	<u>27,740.66</u>	<u>174,148.41</u>	<u>200,000.00</u>	<u>(25,851.59)</u>
Toll Expenditures				
Toll services				
Toll Services	<u>6,267.40</u>	<u>38,181.11</u>	<u>50,000.00</u>	<u>11,818.89</u>
Total Toll services	<u>6,267.40</u>	<u>38,181.11</u>	<u>50,000.00</u>	<u>11,818.89</u>
Toll maintenance				
Maintenance - SH 550	<u>95.33</u>	<u>14,892.45</u>	<u>150,000.00</u>	<u>135,107.55</u>
Total Toll maintenance	<u>95.33</u>	<u>14,892.45</u>	<u>150,000.00</u>	<u>135,107.55</u>
Total Toll Expenditures	<u>6,362.73</u>	<u>53,073.56</u>	<u>200,000.00</u>	<u>146,926.44</u>
Net Change in Toll Services	<u>21,377.93</u>	<u>121,074.85</u>	<u>0.00</u>	<u>121,074.85</u>

**4-C CONSIDERATION AND APPROVAL OF ENGINEERING CONTRACT
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY AND S&B INFRASTRUCTURE FOR THE SH 32 (EAST
LOOP) PROJECT**



MEMORANDUM

TO: Chairman and Board Members

FROM: Pete Sepulveda, Jr. *PSJ*

RE: Agreement with S&B Infrastructure

DATE: June 10, 2014

The CCRMA had requested Statement of Qualifications from Construction Engineering Firms for providing professional services specifically Engineering & Design Services for the East Loop Project. The Evaluation Committee reviewed the qualifications and made a recommendation to the Board. The Board approved S&B Infrastructure to provide Engineering and Design Services for the East Loop Project.

The environmental phase of the project was delayed and consequently the approval of the contract was put on hold until we proceeded further along on the environmental phase.

S&B Infrastructure will be utilizing all local firms for this project.

TxDOT comments have been addressed by the CCRMA.

Staff recommends approval.

Effective Mobility..... From Borders To Beaches

1390 Scott Brown Boulevard • San Benito, TX 78586 • 956-548-9594 • fax 956-574-8734

THE STATE OF TEXAS
COUNTY OF CAMERON

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made, by and between **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY ("Authority")**, and **S&B INFRASTRUCTURE, LTD.**, professional engineers of McAllen, Texas ("**Engineer**").

WITNESSETH:

WHEREAS, the Authority desires to contract with the Engineer to provide professional services consisting of Design and Construction Management Services for SH 32 from Interstate 69E to 1.57 Miles East of the intersection of SH 4 and FM 1419 along with the levee relocation as identified in Figure 1 (the "Project") – Project Roadway Length = 11.36 Miles Project Levee Length 2.27 Miles.

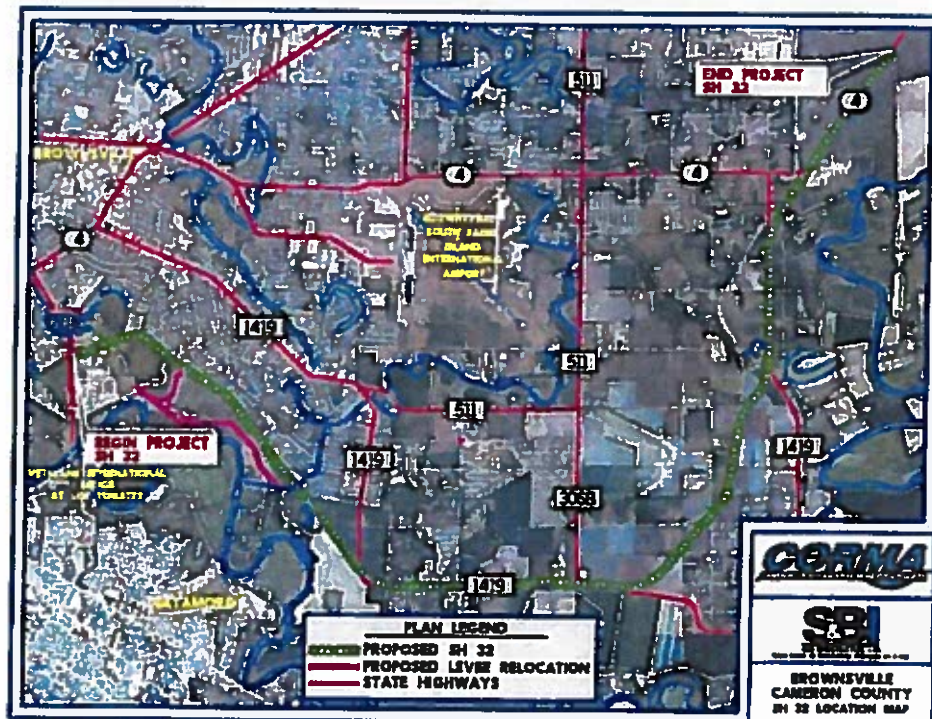


FIG 1 -- Project location Map

NOW, THEREFORE, the Authority and the Engineer in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The Authority agrees to employ the Engineer and the Engineer agrees to perform professional services in connection with the Project as stated in the articles to follow, and for having rendered such services, the Authority agrees to pay the Engineer compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the Project with the following:

2.1. Scope of Work. The Authority will furnish items and provide those services for the development of the Project and fulfillment of this Agreement, as identified in **EXHIBIT "A" - Services to be Provided by the Authority**, attached hereto and made a part of this Agreement.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the Engineer, as more particularly identified in **EXHIBIT "B"**, attached hereto, shall be classified as follows:

(1) **Basic Services:** Basic services, incorporated herein by reference as "**Basic Services**", includes those professional services not otherwise identified under Article 5.2 of this Agreement.

(2) **Special Services:** Special services, incorporated herein by reference as "**Special Services**", includes those professional services identified under Article 5.2 of this Agreement.

Expanded task descriptions for both **Basic Services** and **Special Services** are more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The Engineer shall prepare a schedule of work for the Project (to be approved by the Authority) in accordance with the terms identified in **EXHIBIT "C"-Schedule of Work**, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. After execution of this Agreement, the **Engineer** shall not proceed with the work outlined under Article 2 hereof until authorized in writing by the **Authority** to proceed as provided in Article 7 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on 31 December 2016 ("**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Authority** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Authority** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Authority** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Authority** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Authority** may, at the **Authority's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Authority** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Authority** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Authority** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Authority** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Authority** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Authority** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Authority** and the **Engineer**.

If the **Authority** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Authority** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Authority** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Authority** may terminate this Agreement upon ninety (90) days written notice to the **Engineer**. The **Authority** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Authority** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Authority**.
- (3) By the **Authority**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Authority** and in sole opinion of the **Authority**, after the **Authority** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Authority**.
- (4) By the **Engineer**, upon failure of the **Authority** to fulfill the **Authority's** obligations set forth herein, after the **Engineer** provides written notice to the **Authority** of such failure and the **Authority** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Authority** without cause upon ninety (90) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Authority** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Authority** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Authority** may take over the **Project** and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Authority** for any additional cost occasioned by the **Authority**.

If the **Engineer** defaults in the performance of this Agreement or if the **Authority** terminates this Agreement for fault on the part of the **Engineer**, the **Authority** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Authority**, the cost to the **Authority** of employing another **Engineer** and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Authority** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Authority** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 19, 22, and 26, hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Authority**. The **Engineer** shall prepare and present such information as

may be pertinent and necessary, or as may be requested by the **Authority**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Authority** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Authority**, or at other locations designated by the **Authority**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Authority**.

All applicable study reports shall be submitted in preliminary form for approval by the **Authority** before the final report is issued. The **Authority's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer's** services and work may be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Project Schedule** as provided by **EXHIBIT "C"**, attached hereto, the **Authority** shall review the approved **Project Schedule** with the **Engineer** to determine the corrective action needed by either the **Authority** or the **Engineer**.

The **Engineer** shall promptly advise the **Authority** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Project Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Authority** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the **Project Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Authority** shall compensate the **Engineer** with **Fee** identified as follows:

5.1 Basic Services. **Engineer** will be compensated for any *Basic Services* (identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto); and

5.2 Special Services. Those services to be provided by the **Engineer** as *Special Services* are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Authority** shall pay the **Engineer** a negotiated lump sum fee (hereinafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"-Contract Rates**, attached hereto and made a part of this Agreement, and as follows:

<u>Special Service</u>	<u>Basis of Compensation</u>
1. FIELD SURVEYING Actual performance of field surveying for the purpose of establishing horizontal and vertical control and obtaining topographic information for preliminary project planning and development, preliminary engineering, final design, right of way data, monumentation or staking and construction staking.	By Engineer at Contract Rates shown in EXHIBIT "D" , attached hereto, and/or negotiated subcontract expense plus a 10% service charge. By Engineer at Contract Rates shown in EXHIBIT "D" , attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
2. LABORATORY OR SITE TESTING Actual performance of laboratory, shop and mill tests, or site testing of materials or equipment provided and construction work performed, including actual performance of record testing and independent assurance testing.	By Engineer at Contract Rates shown in EXHIBIT "D" , attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
3. CONSTRUCTION PHASE SERVICES All construction phase services, including but not limited to construction inspection, surveying; shop drawing review; preparation of change orders for extra work done by the Engineer ; as-built drawings.	By Engineer at Contract Rates shown in EXHIBIT "D" , attached hereto, and/or negotiated subcontract expense plus a 10% service charge.

Special Service

Basis of Compensation

4. DOCUMENT COPIES

Actual performance and / or providing of additional copies (over 10) of reports; additional copies (over 10) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 10) of bidding documents; additional copies (over 10) of as-built drawings.

By Engineer at Contract Rates shown in EXHIBIT "D", attached hereto, and/or negotiated subcontract expense plus a 10% service charge.

5. EXTRA TRAVEL

Extra travel required of Engineer and authorized by Authority to points outside of Cameron County.

By Engineer at Contract Rates shown in EXHIBIT "D", attached hereto, and/or negotiated subcontract expense plus a 10% service charge.

6. EXPERT WITNESS

Assistance to the Authority as expert witness in any litigation with third parties, arising from the development or construction of the Project.

By Engineer at Contract Rates shown EXHIBIT "D", attached hereto, and/or negotiated subcontract expense plus a 10% service charge.

The negotiated lump sum fee(s) for *Special Services* shall be incorporated into a *Supplemental Agreement(s)* as defined and described in Article 8 herein. Payments to the Engineer for *Special Services* authorized by the Authority shall be made by the Authority, upon presentation by the Engineer of the monthly *Request for Payment*, more particularly defined and in accordance with the terms and provisions of Article 6 hereof.

5.3 Contract Not To Exceed Amount: The maximum amount Engineer will be paid is \$ 5,000,000.00 unless that amount is modified by mutual agreement of the Parties.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the Engineer for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "Work Authorization") in accordance with Article 7 herein. For each Work Authorization, the Engineer shall prepare and submit to the Authority monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "Request for Payment"). The progress report shall indicate the percent completion of the work accomplished by the Engineer during the billing period and to the date of the Request for Payment. On or before noon of the first Monday of each

month during the performance of the services, the **Engineer** shall submit to the **Authority** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations**. The **Authority** shall review each such **Request for Payment** and may make such exceptions as the **Authority** reasonably deems necessary or appropriate under the circumstances then existing. About thirty (30) working days after the Commissioners Court of the **Authority** meets approving such payment, the **Authority** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.3 herein and below.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Authority**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Authority**, the **Authority** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Authority** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Authority** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement;
- (3) The **Engineer** has failed to make payments promptly to Engineers or other third parties used in connection with the **Project** for which the **Authority** has made payment to the **Engineer**;

- (4) If the **Authority**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Authority** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer 's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 **Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Authority** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Authority** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E" – Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Authority**, the needed services for the **Project**, as required through the course of the development of the **Project**. The **Authority** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Authority**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed,

including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Authority** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task on a lump sum basis at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorization** shall not waive the **Authority's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Authority**, shall be used by the **Authority** to appropriate a purchase order for the **Work Authorization**. The estimated cost proposal does not waive or alter the **Authority's** obligation established in this Agreement regarding the *Basic Services Fee* and/or *Special Services Fee*, as identified in Articles 5.1 and 5.2, respectively and hereof.

Each executed **Work Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Authority** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Authority** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Authority**. The **Engineer** shall promptly notify the **Authority** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Authority** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Authority** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Authority** determines that (1) there is a need to extend the **Termination Date**

identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Authority** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" – Supplemental Agreement Form**, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Authority**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Authority** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Authority**. The **Authority** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

Article 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Authority** in writing. In the event the **Authority** finds that such work does constitute extra work or requests that the **Engineer** provide services for extra work, the **Authority** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Authority** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Authority** of a supplemental agreement. Additional compensation from the **Authority** to the **Engineer** shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental

agreement as specified in Article 8 hereof. The Authority shall not be liable or under any obligation to compensate the Engineer for work performed or costs incurred by the Engineer relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the Authority finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the Engineer shall make such revisions if requested and directed by the Authority.

10.1 Preliminary Work. The Engineer will make, without expense to the Authority (unless previously approved as identified in Article 10.2 herein), such revisions of any preliminary reports or drawings as may be required to meet the needs of the Authority and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the Authority finds it necessary to request the Engineer to make changes to work previously approved by the Authority or work satisfactorily completed for which the Authority approves or, after a definite plan has been approved by the Authority, if a decision is subsequently made by the Authority, which for proper execution involves extra services and expenses for changes in or additions to the drawings, specifications or other documents, this will be considered as additional work, and compensation from the Authority to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the Engineer is required to perform additional work due to delays by the imposition of causes not within the Engineer's control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays approved by the Authority shall be considered additional work, and the Engineer shall be compensated by the Authority for such extra services and expense in accordance with Article 9 hereof.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer**; however, the **Project** is the property of the **Authority**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** without the **Authority's** consent. The **Authority** shall be furnished with such reproductions of drawings and specifications as the **Authority** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Authority** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Authority**. All such reproductions shall be the property of the **Authority** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including, but not limited to, additions to or completion of the **Project**. Any additions or revisions by the **Authority** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Authority** shall be delivered to the **Authority** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be in accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Authority**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Authority** so that a course of action may be mutually agreed upon by the **Authority** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. As to Special Services performed on a cost reimbursable or time and materials basis, the **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Authority**. For Special Services performed on a cost reimbursable or time and materials basis, **Engineer** shall afford the **Authority's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such cost reimbursable or time and materials work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Authority** upon completion of such work, a statement of the cost of such cost reimbursable or time and materials work detailed according to the accounting procedures of the **Authority**. **Engineer** shall be entitled to exclude from any such inspection or audit any accounting information relating to the composition of fixed or unit prices and established rates for test equipment, computer and reprographics.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to such subconsultants.

The **Engineer**, and the **Authority**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract. The **Engineer** shall not assign, subcontract or transfer its interest in this contract without the prior written consent of the **Authority**.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Authority** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Authority** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such

infringement; provided, however, that the **Authority** shall promptly transmit to the **Engineer** all papers served on the **Authority** in any suit involving such claim of infringement, and provided further, that the **Authority** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Authority** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Authority**, or any other confidential information given to the **Engineer** by any of the **Authority's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Authority** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Authority**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Authority** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all

reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the Authority, effectuating the purposes of this Article.

16.2 Inventions. The Engineer shall communicate to the Authority at once, and require the Engineer's employees assigned to this Project to communicate to the Authority all inventions and improvements which any of the Engineer's employees, either alone or in conjunction with any of the Authority's employees may conceive, make or discover during the course of or as a result of work on this Project under this or any ensuing agreement with the Authority that relates to the processes, products, compositions, machinery or plants of the Authority, or relating in any way to any of the operations in which the Authority has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the Authority without any obligation on its part to make any payment therefor in addition to any sums which the Authority may be obligated to pay to the Engineer as compensation for services rendered by the Engineer under contract with the Authority. The Engineer shall require its employees to execute patent applications and assignments thereof to the Authority or its nominees, and powers of attorney relating thereto for any country the Authority may designate, and shall take all other actions as the Authority may request to maintain and protect such inventions and improvements. The Authority shall pay all costs or charges incurred in protecting such inventions and improvements if the Authority desires to protect them. Before assigning any of the Engineer's employees to work under any contract with the Authority concerning this Project, the Engineer shall obtain from them agreements satisfactory to Authority complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The Engineer shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the

Authority in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Authority** and the **Engineer** agree and acknowledge that the **Authority** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Authority** by this Agreement. The **Engineer** covenants with the **Authority** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Authority** in accordance with the **Authority's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among environmental professionals of similar experience, knowledge, skill and ability engaged in environmental work throughout Texas under the same or similar circumstances involving a project such as the **Project**.

(d) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit the **Authority**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a licensed Professional Engineer. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the **Project** without prior consent of the **Authority**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Authority** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Authority**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Authority**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Recognizing that there will be several members of the **Project Team** participating in the development of the **Project**, and taking into consideration that the **Authority** has a significant investment in the development of the **Project**,

there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Authority** with documents and information in accordance with the special requirements outlined in **EXHIBIT "G"- Computer Documents and Information Exchange**, attached hereto and made a part of this Agreement.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, protect, defend and hold harmless the **Authority**, the **Authority's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Authority** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Authority** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Authority** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Authority's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Authority** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the minimum limits of liability for each of the types of insurance coverage identified as follows:

- (1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Authority** in limits of liability not less than the benefits allowed under the Texas Workers' Compensation Law ("Statutory Texas").
- (2) Commercial General Liability, endorsed with the **Authority** as an additional insured to the extent of the liabilities assumed by **Engineer** and endorsed with a waiver of subrogation in favor of the **Authority**, in limits of liability not less than two million dollars (\$2,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) Professional Liability in limits of not less than two million dollars (\$2,000,000) on a claims-made basis.
- (4) Texas Business Automobile Policy, endorsed with the **Authority** as an additional insured and endorsed with a waiver of subrogation in favor of the **Authority**, in limits of liability not less than two hundred fifty thousand dollars (\$250,000) each person for bodily injury, five hundred thousand dollars (\$500,000) each occurrence for bodily injury, and one hundred thousand dollars (\$100,000) each occurrence for property damage.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Authority** with a certificate of insurance showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by the **Authority**.

The insurance limits listed in this Article are established as contractual requirements and are not to be considered indicative of the ultimate amounts and types of insurance that **Engineer** maintains. Any additional insurance that **Engineer** maintains for its own purposes will not apply to additional insured or subrogation requirements nor cover **Authority**, an Affiliate or User for matters for which **Engineer** does not provide defense or indemnity as reflected in Article 19.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the **Engineer** shall furnish the **Authority** with satisfactory proof of its compliance therewith.

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, the **Authority**

shall have the right to annul this Agreement without liability or, in the **Authority's** discretion, to deduct from the *Basic Services Fee* and/or *Special Services Fee*, as identified in Articles 5.1, and 5.2, hereto and respectively, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Authority** mandates that the **Engineer** and employees of the **Authority** conduct themselves in accordance with the applicable Cameron County Regional Mobility Authority ethics requirements. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Authority**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

AUTHORITY: *Cameron County Regional Mobility Authority*
1100 East Monroe

obligation express or implied on behalf of the **Authority** except as specifically authorized in advance by the **Authority**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Cameron County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Authority** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty. The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Authority** to enter into this Agreement.

Brownsville, TX 78521

ENGINEER: *S&B Infrastructure, Ltd.*
5408 North 10th Street
McAllen, Texas 78504

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Authority** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Authority** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Authority** unless in writing and executed by an officer or employee of the **Authority** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Authority** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Authority's** rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Authority** theretofore accrued.

(e) All rights and remedies of the **Authority** specified in this Agreement are in addition to the **Authority's** other rights and remedies.

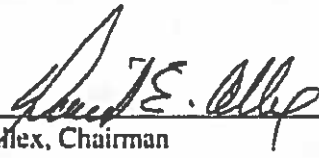
(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Authority** or to assume or to create any

IN WITNESS WHEREOF, the Engineer and the Authority have caused this Agreement for Professional Services to be effective as of the 10th day of JUNE 2014.

ENGINEER:
S&B INFRASTRUCTURE, LTD.

BY: 
Daniel O. Rios, PE, Senior Vice-President

AUTHORITY:
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

BY: 
David Alex, Chairman

ATTEST: 

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Authority
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Schedule of Work
EXHIBIT D	-Contract Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Computer Graphics Files

EXHIBIT "A"

Services to be Provided by the Authority

The following provides an outline of the services to be provided by the Authority in the development of the Project for this work authorization. (The Project is further defined and more particularly identified in ATTACHMENT "B" attached to this work authorization).

GENERAL

The Authority will provide to the Engineer the following:

- (1) Payment for work performed by the Engineer and accepted by Authority in accordance with this Agreement.
- (2) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
- (3) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain an agreed-upon work schedule.
- (4) Provide all Pass-Through documents to the Engineer as needed.
- (5) Coordinate with TxDOT for Pass-Through items as needed. The Authority will negotiate and approve all change orders and other contract revisions that the Authority finds necessary or convenient to accomplish the construction activities for the Project. For change orders and other contract revisions that affect prior environmental approvals or result in non-conformity with the specifications and standards agreed upon for the Project, the Authority must assess any potential environmental effects and any additional or revised environmental permits, issues, coordination, mitigation, and commitments required as a result of the contract revisions.
- (6) Provide the Engineer the previous obtained Photogrammetry.

EXHIBIT "B"

Services to be Provided by the Engineer

GENERAL

The work to be performed by the **Engineer** under this contract consists of providing engineering services required for the preparation of Plans, Specifications and Estimates (PS&E) and Construction Management services for the proposed roadway project as identified in Contract as **SH 32 from Interstate 69E to 1.57 Miles East of the intersection of SH 4 and FM 1419 along with levee relocation -- Project Roadway Length = 11.36 Miles Project Levee Length 2.27 Miles**. The existing traffic capacity and number of main lanes must be maintained at all times during construction of the new facility, with any exceptions to be approved by the **State/Authority**. The **Engineer** shall prepare plans, details and compute quantities to include roadway design, grading, paving, sidewalks, drainage including pump stations, traffic signals, signing, pavement markings, illumination – safety lighting, traffic control plans, storm water pollution prevention plans, retaining walls – noise walls, levee relocations, specifications, and cost estimates. The **Engineer** shall prepare the bridge layouts and /or furnish the structural details, confirm the layouts and/or structural details with the District Bridge Engineer, and bridge quantities for the designated bridges. The **Engineer** shall also provide Construction Phase Services.

The **Engineer** shall collect, review and evaluate the available existing data pertaining to the project and prepare the Plans, Specifications and Estimates in accordance with the requirements and policies of the **State/Authority**.

The **Engineer** shall identify, prepare exhibits and complete all necessary forms for Design Exceptions and/or Waivers within project limits prior to the 30% Submittal. These exceptions shall be provided to the **State/Authority** for coordination and processing of approvals. If subsequent changes require additional exceptions, the **Engineer** shall notify the **State/Authority** as soon as possible after identification.

The **Engineer** shall provide field surveying services necessary to produce the Digital Terrain Model (DTM), produce topographic maps, establish the project baseline on the ground, locate and tie existing utilities to the project baseline. Coordinate geometry shall be based on and tied into **State** plane surface coordinate system. During all surveying operations the traffic shall be controlled in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices-Part IV.

It shall be the responsibility of the **Engineer** to secure permission to enter private property for the purpose of performing any surveying, environmental and engineering/geotechnical activities. In pursuance of the **State/Authority's** policy with the general public, the **Engineer** shall not commit acts which will result in damages to private property and the **Engineer** will make every effort to comply with the wishes and address the concerns of private property owners. The **Engineer will**, at all times, contact the property owner prior to any entry onto the owner's property.

The **Engineer** shall coordinate with adjacent Engineers on all controls at interfaces. In the event agreement cannot be reached, each **Engineer** shall meet jointly with the **State/Authority** for

resolution. The **State/Authority** shall have authority over the Engineers' disagreements and its decision shall be final.

The **Engineer** shall perform their work in accordance with the **State's Utility Accommodation Policy** and the **District's "Utility Process" Memo** dated September 12, 2007. The **Engineer** shall prepare drawings early in the design phase (30 %) to be used as exhibits in utility agreements. The exhibits shall be prepared using English units. The **Engineer** shall show existing utilities, including those in conflict with construction on this project. The **Engineer** shall prepare plans to avoid utility adjustments, where feasible. The **Engineer** shall be responsible for sending out notices, with copies of exhibits and plans, including all milestone submittals.

The **Engineer** shall compile, maintain and update a Utility Conflict List. The **Engineer** shall provide the most current copy of the conflict list to the **State/Authority** at each milestone submittal, and shall be responsible for coordination with utility companies to resolve conflicts. The Utility Conflict List shall identify the owner of the facility, the contact person (with address and telephone number), location of conflict (station and offset), type of facility, expected clearance date and type of adjustment necessary.

The **Engineer** shall prepare any exhibits necessary for Railroad and Utility approvals, and other governmental/regulatory agencies, specific to the project.

The **Engineer** shall coordinate through the **Authority's** Project Manager for the development of the PS&E with any local entity having jurisdiction or interest in the project (e.g. city, county, municipal utility district, irrigation district, drainage district, etc.)

The **Engineer** shall conduct traffic counts, prepare Traffic Signal Warrant Studies and traffic signal plans for temporary, existing and permanent locations at designated intersections.

The **Engineer** shall prepare Traffic Control Plans (TCP) in coordination with the **State/Authority**. The TCP shall include interim signing for every phase of construction. This is to include regulatory, warning, construction, route, and guide signs. The **Engineer** shall interface and coordinate phases of work, including the TCP, with adjacent Engineers, which are responsible for the preparation of the PS&E for adjacent projects.

The **Engineer** shall maintain continuous access to abutters during all phases of the TCP. The **Engineer** shall develop a list of all abutters along its alignment. The **Engineer** shall prepare exhibits for and attend meetings with the public, as requested by the **State/Authority**.

The **Engineer** shall provide safety lighting at all intersections and interchanges required within the Project limits. The **Engineer** shall prepare exhibits as required to obtain agreements with adjacent municipalities. The **Engineer** shall tabulate all quantities and provide summary sheets.

The **Engineer** shall make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and/or Right-of-Entry, the **Engineer** shall notify the **State/Authority** in writing of the need and justification for such action. The **Engineer** shall identify and coordinate with all utility companies for relocations required.

The PS&E shall be complete and organized in accordance with Stand Alone Manual Notice 00-1 entitled "*Organization of Plan Sheets*". The PS&E package shall be suitable for the bidding and awarding of a construction contract, and in accordance with the latest **State/Authority's** policies and procedures.

The **Engineer** shall use CADD to fully develop all drawings. The computer graphics files furnished must comply with Attachment "G" of this contract, entitled TxDOT *Document and Information Exchange*. The **Engineer** shall provide earthwork cross-section data files in a GEOPAK format at each milestone submittal as an evolving electronic data file. The **State** cross section criteria files should be used to generate design cross sections. New criteria files should only be developed in the absence of applicable existing **State** criteria files. Once the project goes to letting all electronic files shall be delivered within 30 days of written request.

The **Engineer** shall design, develop and prepare all documents, including PS&E, in English units. The final plan sheets shall be 11" x 17", signed, sealed and dated by a Professional Engineer registered in the **State** of Texas (where required). The plans shall be noted as copyrighted with the **Authority's** and **State's** logo.

PS&E for the above work shall be prepared in accordance with the applicable requirements of the **State's** Specifications, Standards and Manuals (latest revision). Whenever possible, the **State's** standard drawings, standard specifications, or previously approved special provisions and/or special specifications shall be used. If a special provision or a special specification must be developed or modified for this project, it shall be in the **State's** format and, to the extent possible, incorporate references to approved **State** test procedures. Any specifications developed by the **Engineer** shall be submitted to the **State/Authority** for approval prior to inclusion in the PS&E. The **Engineer** shall sign, seal, and date all project specific modifications to standard drawings.

The **Engineer** shall receive limited access to the **State/Authority's** DCIS system if necessary to update responsible **Engineer** information, sign, seal and date, build specification list and develop Project estimate.

As shown on the table below, the **Engineer** shall access and update DCIS with the following function codes:

DCIS Update Screens	Required Criteria for Access	DCIS Function Code
S1 – Responsible Engineer Update S3 - Sealing, Signing & Dating P4 - Project Estimate C3 - Build Specifications	Consultant Registered Professional Engineer (PE)	CONENG
P4 - Project Estimate C3 - Build Specifications	Consultant does not have to be a PE	CONEST

The **State/Authority** will require the **Engineer** to sign forms 1828, *Information Security Compliance Agreement* and 1980, *Request for External Access to TxDOT Information Systems*. These access rights will be revoked after the project is let.

The **Engineer** shall make submittals, as defined by the milestones in Exhibit C, and in accordance with the latest **State/Authority's** policies and procedures. The submittals shall consist of four (4) 11"x17" paper sets. The **Engineer** shall reply to each comment either within the plan set or by separate cover letter. The **Engineer** shall make all agreed upon changes to the submitted documents before the next scheduled submittal.

The **Engineer** may be required to meet with the **Authority's** Project Manager to report on progress. After each meeting with the **State** and any other meeting, the **Engineer** shall prepare meeting minutes, solicit and incorporate participants' comments, distribute the minutes, submit a memorandum summarizing the events, including an ACTION ITEM LIST, within five (5) working days of the meeting.

The **Engineer** shall invoice monthly according to Function Code breakdowns in accordance with the format provided at the Kick-off meeting and shall include Form 132 version 9-90. This invoice shall include a completed Form 132, a written progress report, a Projected vs. Actual Contract Invoices by Month form and a bar chart indicating the percentage of completion of each task shown in Attachment E. The written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended; and overall status, including a per cent complete by task.

The **Engineer** shall design all conventional storm drainage and cross drainage systems. The **Engineer** shall evaluate the hydraulic grade line throughout the whole system, within the project limits, for the design frequency(ies) and make necessary system adjustments for conformance to program criteria. Should there be adjacent projects under design, the **Engineer** shall coordinate with the **State/Authority** and designers of adjacent projects such that all proposed drainage systems accommodate the proposed construction phasing plan.

The **Engineer** shall include the Storm Water Pollution Prevention Plans (SW3P) items including details and pay quantities. The **Authority** will provide the Notice of Intent.

The **Engineer** shall prepare both a design time schedule, and an estimated construction contract time schedule, using the latest version of Primavera or SureTrak software in accordance with the **State's Administrative Circular No. 17-93**. The schedules shall indicate tasks, subtasks, critical dates, milestones, deliverables and review requirements in a format that depicts the interdependence of the various items. The **Engineer** shall provide assistance to **State/Authority** personnel in interpreting the schedules. Milestone submittals shall be at 30 %, 60 %, 90% and final. If the **Engineer** cannot meet the scheduled milestone review date they are to advise the **State/Authority** in writing.

In addition to scheduling software set forth above, reports and/or spreadsheets prepared in connection with these services shall be in the Microsoft (MS) Office software compatible with the versions to the **State/Authority's** software packages.

The project's engineering work may be inspected by both the **State/Authority** and the Federal Highway Administration in the offices of the Engineer, except for the field work which shall be performed on-site, and the sub-consultant work which will be performed in the office of the sub-consultant. After notice to proceed is given in writing, the PS&E for the work outlined above shall be completed and submitted to the **State/Authority** within the negotiated contract period per the identified milestones in the schedule.

All documents submitted to the **State/Authority** shall be accompanied by a letter of transmittal which shall include, but need not be limited to, the highway number, project limits, county, CSJ, and contract number.

The **Engineer** shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the **State/Authority**. The **State/Authority** must approve any replacement to the Engineer's designated Project Manager.

The **Engineer** shall prepare and execute contracts with sub-consultants, monitor sub-consultant activities (staff and schedule), and review and recommend approval of sub-consultant invoices.

The **Engineer** shall implement their Quality Assurance/Quality Control program prior to submitting plans to the **State/Authority** for each of the milestones. The **Engineer** is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **State/Authority** and all decisions shall be final and binding. This would include, but not necessarily be limited to:

- (1) All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
- (2) Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
- (3) Revisions of original tracings to the extent required for a field change due to design errors and/or omissions.

The **Engineer** shall promptly make necessary revisions or corrections resulting from the Engineer's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the **State/Authority** will not relieve the **Engineer** of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

An evaluation of the **Engineer's** performance, professionalism, quality of plan preparation, etc. will be performed annually by the **State/Authority**.

DELIVERABLES

The Engineer shall forward to the State/Authority, upon completion of the work authorization, four (4) sets of CDs with all the files containing the information and layouts used to prepare the PS&E.

Each CD shall be labeled and include the following:

- CSJ
- County

- Highway
- Date of the CD Burn
- INTERIM (in 1" letters) Note: As-built shall specified FINAL
- Volume sequence (ie. Disk 1 of 3)

Each CD created shall have the standard directory structure, as follows:

Directory:\Control-Section - Job Number	Types of Data
Documents	Form 1002, Design Summary Report (DSR), Design Exceptions/ Variances, Traffic Control Safety Review Approval Form, Hydraulic Report, Geotechnical Report, Summaries, General Project Correspondence, and Excel files. Estimator file- TxDot estimator files.
Schematic	All .DGN files – Mapping, Sheet Files, Master Design Files, dat files .gpk files, .prj files, design cross section files, etc.
Environmental	Environmental documentation can include but not limited to Categorical Exclusion (CE), Environmental Assessment (EA), Environmental Impact Statement (EIS), noise analysis and Water Pollution Abatement Plans.
Utilities	Existing utility information as provided by the affected utility company including correspondence.
ROW	ROW Maps and Parcel sketches as furnished By surveyor
Design	All .DGN files – Mapping, Sheet Files, Master Design Files, dat files .gpk files, .prj files, design cross section files, etc.
Hydraulics	Drainage Input & Output Culvert Analysis, Bridge Analysis
Electrical	Electrical input and output files, correspondence, everything except .dgn files
Signing	Signing input and output files, correspondence, everything except .dgn files
Standards	All Standard Sheets used for the Job
Construction	Field change documentation except for .dgn files.

A "readme" file should be created and placed under the "documents" subdirectory. The readme file should be composed of the minimum directory structure detailed above and modified to list particular files that are contained under the various subdirectories. This information will guide the end user to the location of particular files. In addition to the file information, the readme file should contain the general project information such as the CSJ, Limits of Construction and Type of Improvements.

All CADDSEALS placed on finished documents are to remain on that document. Do Not remove CADDSEALS.

The file naming convention will be as shown below. Not all plan sets will have all of the listed sheets.

Sheet File Type Naming Convention

Title Sheet *TTL*.DGN
Supplemental Index *INDX*.DGN
General Notes & Spec. Data *GNOT*.DGN
Estimate & Quantities *E&Q*.DGN
Consolidated Summaries *SUM*.DGN
Project Layout *PRJLO*.DGN
Typical Sections *TYP*.DGN
Traffic Control Plans *TCP*.DGN
Horizontal Alignment Data *HAD*.DGN
Bench Mark Data *BM*.DGN
Table of Cross Slopes *CS*.DGN
Plan & Profile Sheets *PP*.DGN
Landscape Sheets *LAND*.DGN
Irrigation Sheets *IRRI*.DGN
Detail Sheets (any) *DET*.DGN
Drainage Area Maps *DA*.DGN
Hydraulic Data Sheets *HD*.DGN
Storm Sewer Plan & Profiles *SS*.DGN
Culvert Cross Sections *CUL*.DGN
Water Quality Facilities *WQ*.DGN
Retaining Wall Sheets *RET*.DGN
Bridge Layouts *BR*.DGN
Bridge Quantities/Bearing Seat Info *BRQUAN*.DGN
SW3P Info and Layout Sheets *SW3P*.DGN
Erosion Control (Temp & Perm) *EC*.DGN
Signing Layouts *SIGN*.DGN
Pavement Markers (incl. Delineation) *PMLO*.DGN
Signalization Sheets *SIG*.DGN
(includes electrical service sheets)
Illumination Sheets *ILLI*.DGN
Roadway Cross Sections *XS.DGN
Master Design File *MDF.DGN
Alignment File *ALN*.DGN

Where an * (wildcard) appears in the filename, the user is free to describe the file as they see fit as long as the required letters appear in the filename somewhere.

The Engineer shall submit a CADD file structure listing in spreadsheet format. This CADD file structure shall consist of the following fields of information for each design file created to produce the final plan sheets for PS&E:

Active Design File Name (xxx.dgn)
Levels ON (1-63)
Plot Scale (1" = 100')
File date (Nov. 30, 2004)
File size (xxx bytes or KB)
Sheet Number (202)
Sheet Description (Typical Sections, Sheet 3 of 4)

Reference file names

Logical Name of Reference files (xxxdrn.dgn)
Levels ON (1-2, 5-17, 36-45, 50-63)

In addition, the Engineer shall include on the staple side of the sheet border (left side) by the use of a pen table the reference file information listed above for each reference file attached; i.e. Reference file name (xx.dgn), Levels ON, when this particular file is attached as a reference to the Active design file.

On the lower right hand side, next to the title block, in a 90 degree orientation to the bottom of the sheet, also by the use of a pen table, the file name of the design file and date shall be shown when printed.

I. PS&E Deliverables. The Engineer shall deliver to the TxDOT Project Manager five (5) copies of the 30%, 60%, and 90% submittals. For the final 100% submittal, the Engineer shall submit one set of original plans accompanied by nine (9) copies. The Engineer shall develop Exhibit C, Work Schedule for all project submissions.

30% Submittal -

- a. Approved (signed form) Design Summary Report
- b. Pavement Design
- c. Title Sheet
- d. Typical Sections (existing and proposed)
- e. Traffic Control Plan
- f. Utility Layout (conflicts identified)
- g. Plan & Profile (Roadway and Levee)
 1. Vertical Alignment (existing and proposed)
 2. Horizontal Alignment (existing and proposed)
- h. Bridge Layouts (including bridge class structures)
- i. Miscellaneous Details
- j. Corresponding Quantity Summary Sheets
- k. Corresponding Standard Detail Sheets for all Items of Work in this submittal
- l. Preliminary Estimate

- m. Design Exceptions/Waivers required
- n. Newly created Special Provisions/Specifications to be used (Form 1814)
- o. R.O.W. (issues identified)
- p. 11" X 17" Sheets of Cross Sections

60% Submittal -

- a. Index Sheet
- b. Hydrologic Computation Sheets
- c. Hydraulic Data Sheets
- d. Drainage Area Maps
- e. Drainage Plan & Profile
- f. Pump Station Layouts/Details
- g. Drainage Structure Details
- h. Storm Sewer Details
- i. Storm Water Pollution Prevention Plan
- j. Bridge Details
- k. Retaining Walls – Sound Walls
- l. Miscellaneous Details
- m. Corresponding Quantity Summary Sheets
- n. Corresponding Standard Detail Sheets for all Items of Work in this submittal
- o. Updated Estimate
- p. Utility Adjustment/Relocation Details
- q. R.O.W. Acquisition Detail
- r. 11" X 17" Sheets of Cross Sections
- s. 30% Submittal Response to Comments

III. 90% Submittal -

- a. Final Index of Sheets
- b. Pavement Marking Layout/Details
- c. Signalization (existing and proposed)
- d. Illumination
- e. Traffic Management Items
- f. Miscellaneous Details
- g. Corresponding Quantity Summary Sheets
- h. Corresponding Standard Detail Sheets for all Items of Work in this submittal
- i. Final Estimate
- j. General Notes
- k. Certifications
- l. Form 1002
- m. 11" X 17" Cross Sections
- n. 60% Response to Comments
- o. 30% Revised Plan Sheets
- p. 60% Revised Plan Sheets

IV. 100% Submittal -

- a. PS&E Package 100% complete.
- g. Six Months prior to letting.
- c. Construction Estimate in Estimator® format, Excel Format and DCIS format

- d. Form 1002, Form 2443, and Form 2229
- e. General Notes
- f. Special Specifications and Special Provisions with a completed Form 1814 in TxDOT format (2) each signed and sealed Specification Certifications
- g. Utility, ROW Encroachment, ROW Acquisition, ROW Relocation Certifications – (3) originals of each signed and sealed.
- i. Special Specifications, Special Provisions and applicable reference items to all items involved in the PS&E in Excel spreadsheet format
- j. Construction CPM Schedule
- k. Cross Sections (**Signed and Sealed**)
- l. 90% Response to Comments

II. Geotechnical Deliverables. The **Engineer** shall submit the Geotechnical Report signed and sealed by a Registered Professional Engineer in the State of Texas.

III. Hydraulic Deliverables. The **Engineer** shall submit the Hydraulic Report signed and sealed by a Registered Professional Engineer in the State of Texas.

IV. Survey Deliverables. The **Engineer** shall submit, after completion of PS&E, all original field books containing all survey information requested for this work authorization. The field book shall contain all information gathered in the field. The survey information provided shall be to the surveyor's best knowledge, accurate, and complete.

Electronic files (*.txt) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system. The x-coordinate corresponding to the east bearing, the y-coordinate corresponding to the north bearing, and the z-coordinate corresponding to the vertical elevation.

Electronic 2d and 3d Microstation files (*.dgn) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system. The Survey deliverables shall include the digital terrain model (DTM), aerial maps, and Subsurface Utility Engineering (SUE).

WORK OUTLINE

ROUTE AND DESIGN STUDIES (Function Code 110)

A. Data Collection. The **Engineer** shall collect, review and evaluate data described below. The **Engineer** shall notify the **State/Authority** in writing whenever the **Engineer** finds disagreement with the information or documents:

- 1. Data, if available, from the **State/Authority**, including "as-built plans", existing schematics, right-of-way maps, SUE mapping, existing cross sections, existing planimetric mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, BRINSAP records, PMIS data, identified endangered species, identified hazardous material sites, current

unit bid price information, current special provisions, special specifications, and standard drawings.

2. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.
 3. Utility plans and documents from appropriate municipalities and agencies.
 4. Readily available flood plain information and studies from the Federal Emergency Management Agency (FEMA), the U. S. Army Corps of Engineers, local municipalities and other governmental agencies in addition to that provided by the **State/Authority**.
- B. Field Reconnaissance.** The **Engineer** shall conduct field reconnaissance and collect data including a photographic record (to be maintained in Engineer's office) of notable existing features.
- C. Design Concept Conference.** The **Engineer**, in cooperation with the **State/Authority** shall plan, attend and document a Design Concept Conference (DCC). Personnel from the **State's** Pharr District will participate. The conference will provide for a brainstorming session in which decision makers, stakeholders, including USIBWC and technical personnel may discuss and agree on:
1. Roadway and drainage design parameters
 2. Engineering and environmental constraints
 3. Project development schedule
 4. Other issues as identified by the **State/Authority**
- D. Roadway and Hydraulic Design Criteria.** The **Engineer** shall design the project using the **State's** design criteria. The **Engineer** shall supply project specific design criteria (typical sections, estimate, design exceptions, etc.) to be inserted into the Design Elements form for discussion at the DCC.
- The Engineer shall develop the roadway design criteria based on the controlling factors specified (i.e. 4R, 3R, 2R, or special facilities), by use of the funding categories, design speed, functional classification, roadway class and any other set criteria as set forth in Roadway Design Manual, Bridge Design Manual, Hydraulic Design Manual, and other deemed necessary State approved manuals. In addition, the Engineer shall prepare the Design Summary Report, DSR.
- E. Geotechnical Borings.** The **Engineer** shall determine the location of proposed soil borings for bridge design, embankment settlement analysis, retaining walls/sound walls, and slope stability and along storm sewer alignment. The **State/Authority** will review and provide recommendation for a boring layout submitted by the **Engineer** showing the general location and depths of the proposed borings. Once the **Engineer** receives the **State/Authority's** recommendations they shall perform soil borings (field work), soil testing and prepare the soil borings in accordance with Pharr District's procedures. The **Engineer** shall prepare a geotechnical report to include soil boring locations, soil boring logs, signed, sealed and dated for insertion into plans, lab test results, design capacity curves including skin friction and point bearings for piling and drilled shaft foundations.

RIGHT-OF-WAY DATA (Function Code 130)

A. Right-of-Way Map. The **Engineer** shall review and evaluate the proposed right-of-way map to verify that all construction staging and alignment considerations have been taken into account. The **Engineer** shall make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-Way lines. If it is necessary to obtain additional construction easements and/or right-of-entry, the **Engineer** shall notify the **State/Authority** in writing of the need and justification for such action. The **Engineer** shall identify and coordinate with all utility companies for relocations required within these construction easements and/or right-of entries (short of litigation). The right-of-way map shall contain the following items:

1. Proposed right-of-way lines will be delineated with appropriate bearings, distances, and curve data.
2. Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired and, in areas of no proposed acquisition, to the extent necessary to describe the total proposed right-of-way corridor.
3. The proposed centerline alignment will be delineated with appropriate bearings, distances, curve data and stationing.
4. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
5. League lines and survey lines will be shown and identified by name and abstract number.
6. County lines and city limit lines will be shown and identified by name.
7. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
8. Monumentation set or found will be shown and described as to material and size.
9. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
10. Intersecting streets will be shown and identified by name and right-of-way width.
11. Railroads will be shown and identified by name and right-of-way width.
12. Utility corridors will be identified as to easement or fee.
13. Easements and fee strips will be shown and identified by width, owner, and recording data.
14. Building lines or set-back lines will be shown and identified.
15. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be shown and completely identified.
16. Structures will be identified as commercial or residential, by number of stories, and as to type (brick, wood, frame, etc.).
17. Structures that are severed by a proposed right-of-way line will be dimensioned to the extent necessary to completely delineate the severed parts.
18. Parking areas, billboards, and other on-premise signs that are severed by a proposed right-of-way line will be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign that is located within

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- the proposed right-of-way corridor.
19. Billboards located on the parent tract of a parcel of land to be acquired and within 500 feet of a proposed right-of-way line will be shown and identified.
 20. In cases where structures are located within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line will be shown, field tied, and identified as to type of improvement.
 21. If the structure is an element of the planimetric, the Surveyor may electronically "snap to" the structure to determine this shortest distance. However, if this distance is less than three feet, it will be field-verified.
 22. All utilities within or crossing existing and proposed right of way will be shown and completely identified.
 23. The location of underground fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be determined and shown. The visible location of vent and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location in the event an actual location is indeterminable.
 24. Points of commencing and points of beginning will be shown and labeled.
 25. Each parcel of land to be acquired will be identified by a parcel number that will appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel.
 26. An ownership tabulation will be shown that will include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, file code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment.
 27. A parent tract inset will be shown for each parent tract that cannot be shown to scale on the right-of-way map.
 28. A note will be included on the title sheet, index sheet, and each map sheet stating the basis of bearings, coordinates, and datum used.
 29. Appropriate notes will be included on the title sheet stating the following:
 - a) Month(s) and year abstracting was performed upon which the map is based.
 - b) Month(s) and year field surveys were conducted upon which the map is based.
 - c) Month and year map was completed by the Surveyor.
 30. The Right-of-Way CSJ shall be shown on each right-of-way map sheet.
 31. All right of way maps should be 22"x34" along with a half scale copy. The borders around these maps sheets should be 1/2" from the right side of the map, the top and the bottom. The border on the left side is 2".
 32. All exist, improvements including apparent utility lines, buildings, fences, etc should be shown and labeled on each map sheet.
 33. Property insets should show the whole property to a reasonable scale, the existing and proposed right of way, and the subdivision name, or volume and page of the conveyance.
 34. The acreage of the part taken should be shown to three decimal places, rounded.
 35. Prepare a right-of-way layout covering the project area.

36. Prepare a right-of-way map at a scale of 1"=100' (rural) and 1"=50' (urbanized area), field note descriptions, parcel plats, and area calculation sheets describing parcels of land to be acquired.

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

Signature	Date
------------------	-------------

MAP

General

- ### Title Sheet Requirements

- ☐ Title and description of project including county, limits, etc....
- ☐ Vicinity map with begin and end sta.
- ☐ Equations and Exceptions
- ☐ Index
- ☐ Legend
- ☐ Title block completely filled out with Construction and R.O.W. CSJs'
- ☐ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

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- ___ Sheet size 34" X 22" and half scale
- ___ Text legible when reduced to half-scale.
- ___ Title block completely filled out with R.O.W. CSJ
- ___ Matchlines
- ___ Project layout sheet
- ___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:

- ___ R.O.W. lines
- ___ Whole property or whole property inset
- ___ Roadways
- ___ Survey, county, and city limit lines shown and labeled
- ___ Improvements shown and labeled (*see below*)
- ___ Monumentation i.e. P.C., P.T., Break Points
- ___ North arrow
- ___ Scale
- ___ Property lines
- ___ Property descriptions i.e., lot, block, tract, subdivision, etc. . .
- ___ Identify existing and proposed access denial locations (*if applicable*)

Proposed information:

- ___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
- ___ Survey and R.O.W. lines
- ___ Basis of bearings
- ___ Parcel bearings and distances correspond with traverse sheet
- ___ Outside ties (P.O.C.) corresponds with field notes
- ___ Point of beginning (P.O.B.) established on proposed R.O.W. line
- ___ Parcel tied to baseline
- ___ Baseline information shown i.e. Stationing, bearings, curve data, etc. . .
- ___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc. . .
- ___ Math checked on remainder

Improvements:

- ___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
- ___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:

- ___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
- ___ Location of underground storage tanks and/or filler caps are shown and labeled

*** DO NOT SEAL MAP**

FIELD NOTES

Heading

- ☐ County
- ☐ Highway
- ☐ Parcel number
- ☐ R.O.W. CSJ
- ☐ Construction CSJ

General Description or "preamble"

- ☐ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:

- ☐ Size of parent tract
- ☐ Survey data or lot, block, and subdivision
- ☐ Name of last recorded seller and buyer
- ☐ Date, volume and page or document number of last recorded conveyance
- ☐ Records and county of last recorded conveyance

Beginning Description

- ☐ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
- ☐ Point of beginning is on proposed R.O.W. line

Particular Description

- ☐ Traverse calls are clockwise sequence
- ☐ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
- ☐ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
- ☐ Calls are numbered
- ☐ Denial of access shall be described from beginning to end (*if applicable*)

Closing Description

- ☐ Last call leads back to P.O.B.
- ☐ Restates area of parcel
- ☐ Establishes taking in existing road R.O.W. if applicable
- ☐ Legal description is referenced to Plat
- ☐ Sealed and signed
- ☐ Include an access clause whether access is permitted or denied (*if applicable*)

PARCEL SKETCH

- ☐ Shows P.O.B. and P.O.C.
- ☐ All data corresponds exactly with Map and Field Notes
- ☐ Sheet size is no larger than 8 1/2" x 11"
- ☐ Plat closely matches example provided
- ☐ Plat referenced to legal description
- ☐ Sealed and signed

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- ___ Include an access clause whether access is permitted or denied (*if applicable*)
- ___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

- ___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
- ___ Computations show area that is existing road R.O.W. if applicable
- ___ Traverse calls are in clockwise sequence
- ___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

- B. Field Note Descriptions** – A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:
1. The field note description will begin with a general description that will include, as a minimum:
 - a) State, county, and city within which the proposed parcel of land to be acquired is located.
 - b) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
 - c) A reference, by name, to the grantor and grantee, date, and recording data of the most current instruments(s) of conveyance describing the parent tract.
 - d) All property descriptions shall be tied to the Texas State Plane Coordinate System and reference metadata (history data) use in preparing the survey.
 2. The field note description will continue with a metes and bounds description that will include, as a minimum:
 - a) A point of commencing (outside property corner).
 - b) A point of beginning on proposed R.O.W. line.
 - c) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
 - d) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
 - 1) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
 - 2) Note referencing parcel plat.
 - e) Denial of access shall be described from beginning to end.
- C. Parcel Plats**
1. A parcel plat will be prepared for each parcel of land to be acquired. The **State/Authority** has developed standard formats for parcel plats, copies of which the Surveyor will request and secure for all purposes. Parcel plats will include each and every item of information shown on the right-of-way map that concerns the individual parcel, including a reference to the source of bearings and datum used and note the point of commencing.
 2. All parcel plats will be (8-1/2" x 11") signed and sealed by a Registered Professional Land Surveyor.
 3. Note referencing legal description
 4. A parcel plat will exhibit existing, acquired and remaining acreage
- D. Utility Adjustments.** The **Engineer** shall coordinate with the **State/Authority** to determine the location of all existing and proposed utilities and attend meetings with the various utility companies to discuss potential conflicts. The **Engineer** shall be responsible for covering milestone meetings, minutes, invitations to utility companies to attend milestone meetings, correspondence, etc.

E. Right-of-Way Documents – The Surveyor will utilize **State/Authority** examples and provide the following:

General

1. Abstracting: The Surveyor will determine Ownership Data.
2. Prepare right-of-way plans, field notes, recording instruments, drainage easements (outfalls) and individual parcel maps as needed to properly describe the right-of-way the **State/Authority** is to acquire for the preferred route.
3. All procedures involving right-of-way maps will be in accordance with the **State's** Right-of-Way Book I and Book II, the **State/Authority's** local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
4. All required documents will be in English units.
5. The Surveyor will place monuments in the field as follows:
 - a) On the proposed right-of-way lines at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, intersecting property lines, and 1000-foot stations.
 - b) On existing right-of-way lines in areas of no proposed acquisition at all PCs, PTs, angle points, and 1000-foot stations.
6. The Surveyor will provide to the **State/Authority** a copy of Instruments of Record.
7. The Surveyor will attach a signed checklist. The RPLS will be required to complete the attached "right-of-way map checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map checklist must be complete and accurate. All requirements on the R.O.W. map checklist are considered to be essential and are a part of this contract. The Surveyor shall request the latest checklist from the District R.O.W. Section.
8. The Surveyor will attach graphics files compatible with the latest version of Microstation graphics software.
9. The Surveyor will provide to the **State/Authority** a photograph of each parcel depicting location of proposed right of way staking.

F. Proposed Utility Layouts, Utility Coordination and Meetings

The **Engineer** shall perform the following duties:

1. Meet with Utility providers periodically to coordinate the work efforts and resolve any utility related problems. The **Engineer** shall prepare the minutes for these meetings and forward them to the **State/Authority**. The **Engineer** shall address the following issues and any other items deemed necessary during the Utility Coordination meetings:
 - a) Activities completed since last meeting
 - b) Problems encountered.
 - c) Late activities.
 - d) Activities required by the next progress meeting.
 - e) Solutions for unresolved and/or anticipated problems.
 - f) Information or items required from other agencies/consultants.
2. If a reimbursable utility relocation exists, request conveyance documents from the utility provider and notify the **State/Authority** in writing.
3. Notify the Utility companies in writing of the project letting date, requesting that they relocate prior to letting, and requesting the following information in writing:

- a) Relocation plan according to Utility Accommodation Policy Manual.
 - b) Forward their relocation plan to the Engineer.
 - c) When relocation of utilities will be complete.
 - d) Forward as-built plans to the State/Authority upon immediate completion of relocation.
4. Develop the typical sections, alignment, and preliminary cross sections addressing the utility location and forward to the respective utility company.
5. Update all files and plans based on the utility company responses.
6. Identify all utility conflicts on the plans and prepare layouts and profiles of existing utility crossings showing conflicts of utilities with proposed improvements. The Engineer shall forward these layouts to the State/Authority and the utility companies. During design process, the Engineer shall field verify all visible utility conflicts.
7. Verify the proposed relocation plan submitted by the Utility companies to assure their design is according to Utility Accommodation Policy Manual. Upon the Engineer's review and concurrence with the proposed relocation plan, they shall forward their recommendation for approval to the State/Authority.
8. Gather all vertical and horizontal information for overhead utilities (location, elevation, direction, etc.) within the existing and proposed right of way that will not be obtained by Subsurface Utility Engineering (SUE).

In order to promote uniformity in the coordination of utility adjustments and to minimize construction delays, the following procedures must be followed on every design project:

- Notify the District Utility Coordinator of the upcoming utility meeting as soon as the date known
- Identify all utilities within the project limits
- Have a utility kick off meeting and introduce the project
- Identify any utilities that hold a compensable interest and may be reimbursable
- Notify the State/Authority if any compensable utilities have been identified
- Start a utility file folder for each utility identified within project corridor
- Carbon copy all correspondence and project notes to the State/Authority
- Advise Utility Companies as soon as possible in order for them to budget for the anticipated adjustments

At the 30% PS&E Stage, the Engineer shall:

- Make available all horizontal and vertical data and plan sheets for markups to utility companies.
- Require utility companies to commence obtaining positive ties by test holing and placing PVC on existing utilities within project limits
- Require utility companies to obtain accurate location data showing horizontal and vertical information within thirty (30) days of utility coordination meeting
- Area Office to obtain positive ties (Station, offset & elevation) on any compensable utilities that have been identified

At the 60% PS&E Stage the Engineer shall:

- Conduct a utility follow up meeting for exchange of information
- Analyze all horizontal and vertical utility information available.

- Explore the possibility of designing around existing utilities in order to avoid conflicts
- Ensure that the utility company has thirty days (30) after receipt of substantially complete storm drain design to provide a relocation plan of adjustment with utilities schedule of work and estimated start date
- Establish priorities for any remaining / outstanding utility such as conflicts with outfalls

At 90% PS&E Stage the Engineer shall:

- Conduct the final Utility Meeting
- Provide plan sheets to utility companies and any other information that may be required in assisting with adjustments
- Establish a schedule for utility adjustment start and completion dates
- Submit notification letter from TxDOT following meeting with commitment dates from utilities

At 100% PS&E Stage the Engineer shall:

- Submit completed utility folders (permitted utilities) to area office construction engineer

The **Engineer** shall also be responsible for the following:

1. Traffic Control Plan (TCP). Provide all traffic control, labor and equipment. The **Engineer** shall comply with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". In the event field personnel must divert traffic or close traveled lanes, a Traffic Control Plan shall be prepared by the **Engineer's** surveyor and approved by the **State/Authority** prior to commencement of field work. A copy of the approved plans shall be in the possession of field personnel on the job site at all times and shall be made available to **State/Authority** personnel upon request.

All standards, procedures and equipment used by the Surveyor shall be such that the results of survey will be in accordance with Board Rule 663.15, as promulgated by the Texas Board of Professional Land Surveyors.

2. Permits and rights of entry. Obtain all necessary permits from property owners, city, county, municipality, railroad or other jurisdiction to allow the engineer to work within existing streets, roads or private property for designating and/or subsurface utility locating service.
3. Condition Assessments. The **Engineer** shall perform and document condition assessments of the utility facility by utilizing ultrasonic equipment, interior pipe wall videos, visual inspection or other techniques, when requested.

G. SUBSURFACE UTILITY ENGINEERING (SUE)

1. **Utility Engineering Investigation (currently Subsurface Utility Engineering)** including utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as follows:

a) **Utility Quality Levels** are defined in cumulative order (least to greatest) as follows:

- 1) Quality Level D - Existing Records: Utilities are plotted from review of available existing records.

- 2) **Quality Level C - Surface Visible Feature Survey:** Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.
 - 3) **Quality Level B - Designate:** Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.
 - 4) **Quality Level A - Locate (Test Hole):** Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.
- b) **Designate (Quality Level B)**, Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality levels C and D.
- 1) **The Engineer shall:**
 - (a) As requested by the State/Authority compile "As Built" information from plans, plats and other location data as provided by the utility owners.
 - (b) Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Engineer will examine utility owner's work to ensure accuracy and completeness.
 - (c) Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the State/Authority. A non-water base paint, utilizing the APWA color

code scheme, must be used on all surface markings of underground utilities.

- (d) Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable will be prepared and delivered to the State/Authority. It is understood by both the Engineer and the State/Authority that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the State/Authority. This information will be provided in the latest version of Microstation or Geopak used by the State/Authority. The electronic file will be delivered on C.D., as required by the State's District Office. A hard copy is required and must be signed, sealed, and dated by the Engineer. When requested by the State's District Office, the designated utility information must be over laid on the State/Authority's design plans.
 - (e) Determine and inform the State/Authority of the approximate utility depths at critical locations as determined by the State/Authority. This depth indication is understood by both the Engineer and the State/Authority to be approximate only and is not intended to be used preparing the right of way and construction plans.
 - (f) When requested, provide a monthly summary of work completed and in process with adequate detail to verify compliance with agreed work schedule.
 - (g) Close-out permits as required.
 - (h) Clearly identify all utilities that were discovered from quality levels C and D investigation, but can not be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.
 - (i) Comply with all applicable State policy and procedural manuals.
- c) Subsurface Utility Locate (Test Hole) Service (Quality Level A). Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D.
- 1) The Engineer shall:

- (a) Review requested test hole locations and advise the State/Authority in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
- (b) Coordinate with utility owner inspectors as may be required by law or utility owner policy.
- (c) Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
- (d) Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
 - (1) Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
 - (2) Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
 - (3) Elevation of existing grade over utility at test hole location.
 - (4) Horizontal location referenced to project coordinate datum.
 - (5) Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - (6) Utility facility material(s).
 - (7) Utility facility condition.
 - (8) Pavement thickness and type.
 - (9) Coating/Wrapping information and condition.
 - (10) Unusual circumstances or field conditions.
- (e) Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.
- (f) Be responsible for any damage to the utility during the locating process. In the event of damage, the Engineer shall stop work, notify the appropriate utility facility owner, the State and appropriate regulatory agencies. The regulatory agencies include, but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The Engineer will not resume work until the utility facility owner has determined the corrective

action to be taken. The Engineer shall be liable for all costs involved in the repair or replacement of the utility facility.

- (g) Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
- (h) Furnish and install a permanent above ground marker (as specified by the State's District Office), directly above center line of the utility facility.
- (i) Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the Engineer shall return to correct the condition at no extra charge to the State/Authority.
- (j) Plot utility location position information to scale and provide a comprehensive utility plan sign and sealed by the responsible Engineer. This information will be provided in the latest version of Microstation or Geopak format used by the State/Authority. The electronic file will be delivered on C.D. When requested by the State/Authority, the Locate information must be over laid on the State/Authority's design plans.
- (k) Return plans, profiles, and test hole data sheets to the State/Authority. If requested, conduct a review of the findings with the State/Authority.
- (l) Close-out permits as required.

FIELD SURVEYING AND PHOTOGRAMMETRY (Function Code 150)

A. Field Surveying. The Engineer shall verify the benchmark coordinates and establish the horizontal and vertical control for the project. The Engineer shall coordinate control with the adjacent Engineers, if any, for consistency and accuracy of the project.

The Engineer shall:

1. Stake Project Baseline: The project base line must be coincidental with, or parallel to, the stationed "Design Center Line." Base line control points shall be established using 15M(ASTM) (5/8 inch) iron rods, 36 inches long, at P.C.'s, P.I.'s and P.T.'s of horizontal curves and at 1000 feet maximum intervals on tangents. Baseline control points shall be offset with set iron rods on both sides near the existing ROW lines at a measured distance. If available, coordinate to field tie to the Project baseline set by adjacent Engineers for consistency and accuracy.
2. Vertical Control: Locate previously set benchmarks established by State (State Datum); establish benchmark circuit (run levels) throughout the Project; establish additional benchmarks at intervals not to exceed 1,000 feet for the limits of the

Project; tie benchmarks (station/offset) to Project baseline. Benchmarks shall be 20M (ASTM) (3/4-inch) diameter, 48 inches long, located near the existing ROW line at a measured distance. All benchmark circuits shall be tied to the **State's** elevation datum. Perform the benchmark circuits in accordance with good surveying practices. The Surveyor shall verify the closure and submit adjustments to **State/Authority** for approval prior to beginning the field surveys.

3. Profile and cross section intersecting streets and driveways (to 50 feet outside ROW for driveways, and 200 feet for intersecting streets and 500 feet for intersecting streets greater than two lanes wide) for tie into project.
4. Cross section drainage channels for a distance of 200 feet each way outside the ROW lines. Cross sections shall not exceed 100 feet intervals and shall be taken at right angles to the channels.
5. Secure right-of-entry (short of litigation), as needed for the project.
6. Tie to existing underground and overhead utilities (location, elevation, size and direction), in accordance with Attachment A.
7. ROW staking for additional field topography related to design work.
8. Determine and make changes to topography from outdated maps due to development, erosion, etc.
9. Determine type of existing material, pavements, etc.
10. Obtain profiles of existing drainage facilities.
11. Obtain measurement of hydraulic opening under existing bridges.
12. Obtain top of manhole and flowline elevations, type and size, etc. of manholes, inlets, and valves of utilities.
13. Provide temporary signs, traffic control, flags, safety equipment, etc. and obtain necessary permits.
14. Obtain ties to existing bridges or culverts that may conflict with new construction.
15. Verify DTM (cross sections at panel points). Obtain additional existing ground cross sections as necessary to supplement the DTM files. Obtain cross sections at the center panel points to verify the DTM.
16. Obtain line (PGL) and the edges of slab at bent location.
17. Perform datum ties as required. If required, establish an elevation base on the **State's** datum to other public entities published benchmarks.
18. The Surveyor using wetlands delineation information provided by the **State/Authority** shall stake the areas containing wetlands. The Surveyor is to information back to the **Engineer** in an electronic file to be incorporated onto the P&P sheets

19. The Surveyor shall provide all traffic control, labor and equipment while performing their services and comply with the latest edition of the *Texas Manual on Uniform Traffic Control Devices*. In the event field personnel must divert traffic or close traveled lanes, a Traffic Control Plan shall be prepared by the **Engineer's** surveyor and approved by the **State/Authority** prior to commencement of field work. A copy of the approved plans shall be in the possession of field personnel on the job site at all times and shall be made available to **State/Authority** personnel upon request.
20. All standards, procedures and equipment used by the Surveyor shall be such that the results of survey will be in accordance with Board Rule 663.15, as promulgated by the Texas Board of Professional Land Surveyors. At a minimum, the following standards of accuracy shall be met:

B. Horizontal Ground Control

The coordinate location of the traverse points shall be based on traverses conducted by the Surveyor meeting standards of accuracy as set forth below.

Reference may be made to standards of accuracy for Second Order, Class II, horizontal control traverses as described in the Federal Geodetic Control Committee publication entitled *Standards and Specifications for Geodetic Control Networks*, reprinted February 1991.

- Azimuth closure shall not exceed 4.5 seconds times the square root of the number of traverse segments.
- Position closure after azimuth adjustment shall not exceed 1 in 20,000.
- In cases where a traverse approaches but does not entirely meet these standards of accuracy and the Surveyor has assured itself that gross errors, mistakes and blunders have been eliminated, the Surveyor shall submit the traverse data to the **State/Authority** for further review. The **State/Authority** will make a determination as to the acceptability of the traverse as an exception to the standard and notify the Surveyor accordingly.

C. Vertical Ground Control

Elevations established on the benchmarks shall be conducted by the Surveyor meeting standards of accuracy as set forth below. Reference may be made to standards of accuracy for third order vertical control traverses as described in the Federal Geodetic Control Committee publication entitled *Standards and Specifications for Geodetic Control Networks*, reprinted February 1991.

- Vertical closure shall not exceed 0.05 feet times the square root of the distance in miles.
- In case where a traverse approaches but does not entirely meet these standards of accuracy and the Surveyor has assured itself that gross errors, mistakes and blunders have been eliminated, the Surveyor shall submit the traverse data to the **State/Authority** for review. The **State/Authority** will make a determination as to the acceptability of the traverse as an exception to the standard, and the **State/Authority** will notify the Surveyor accordingly.

- Document field work and submit field data to the **State/Authority**.

D. Photogrammetry

1. Aerial Photography Low Level Flight

Aerial Photogrammetry has been obtained by the Authority under a separate work order. That Photogrammetry will be manipulated utilizing the below guidelines. The scale of photography will be approximately 1:3,000.

a) Analytical Aerotriangulation

Full analytical aerotriangulation is necessary to extend control throughout project photography for the development of digital mapping. Selection of photogrammetric points for control extension will be performed with strict adherence to rigid geometric and photogrammetric principles. Measurements will be made on analytical stereoplotters. Several computer programs will be run to perform data analysis and data refinement tasks prior to obtaining final results. These computer programs allow us to detect, isolate, and evaluate the contribution of all measurements to the final results.

Following data analysis and refinement will perform a simultaneous least square block adjustment of all measurements to obtain the final results. The block adjustment combines the mathematical constraints of the colinearity equations with rigorous statistical analysis to ensure accurate results.

b) Digital Data Collection for Planimetric Features

Digital data will be collected at a 1" = 50' scale for planimetric features that are identifiable on, or interpretable from, the aerial photographs. Map features to be collected for this scale of planimetric mapping shall include the following: buildings, roads, railroads, drainage features, bridges, culverts, fences, driveways, poles, sidewalks, individual trees, fire hydrants, manholes, catch basins, etc. Digital planimetric data will be provided in the specified format. Stereo compilation will be performed with stereoplotters equipped with a digital mapping system (including superimposition for on-line completeness and checking data accuracy). All stereo-compiled data will be collected directly from stereoplotters and/or workstations.

c) Digital Terrain Model (dtm) Development

All digital terrain model (DTM) files will be developed using analytical stereoplotters. DTM will be developed using the specified break line random point method. Profile distances will be based on the elevation differential and complexity of terrain. Data points along the profiles are collected as the stereoplotter operator maintains a consistent reference to the ground surface. The points are collected as the delta elevation changes by a pre-specified amount, usually equivalent to the particular mapping scale, or at a distance equal to predetermined grid spacing.

DTM data will be collected in a manner that will accurately depict the terrain and will meet or exceed specified accuracy requirements for maps with 1'

contour intervals. DTM data will be provided in a format compatible with TxDOT's software. All files will be labeled and delivered on specified medium.

d) Edited Digital Contours

The consultant will develop 1' contour intervals as specified above from DTM data. Contours will be generated using terrain-modeling software. A triangular irregular network (TIN) will be developed using both the collected break lines and mass points. From this TIN, the contours will be determined and cartographic editing will be performed. Edited contours will be provided in the Microstation format.

e) Fill in void (obscure) areas, update DTM.

To compliment the Photogrammetry service with a Design Survey, refer to Field Survey for the following services to be provided.

Task: Establish Benchmark Circuit
Task: Establish Base Lines
Task: Ground Topography
Task: Deliverables

f) Rectified Raster Image Mosaic Development:

Rectified raster images will be developed using control information and analytical aerotriangulation results for the rectification. The following process will be used to produce rectified raster images:

- An aerial image is best suited for the creation of rectified raster images is selected. Diapositives are then produced on high resolution transparent film under "clean darkroom" conditions.
- The diapositive is scanned at 24 microns using a photogrammetric scanning system to produce a digital image file with a pixel size of 0.5m in ground units. The entire diapositive is scanned, including fiducial marks that are utilized during the rectification process.
- Analytical aerotriangulation and control information are used for the scale rectification of digital raster images.
- The raster image file will be rotated and properly oriented to State Plane Coordinates, NAD 83. Rectified raster image files will be delivered with 0.5m pixels in specified format on CD-ROM.

ROADWAY DESIGN (Function Code 160)

- A. Roadway & Levee Design.** All roadway and levee design will be based on the approved Schematics provided by the Authority. The Engineer shall provide roadway and levee plan and profile drawings using CADD standards as required by the State/Authority. The drawings shall consist of a planimetric file of existing features and files of the proposed improvements. The roadway and levee base map shall contain line work that depicts existing surface features obtained from the schematic drawing. Existing major subsurface and surface utilities shall be shown. Existing and proposed right-of-way lines shall be shown.

The plan view shall contain the following design elements:

1. Calculated roadway centerlines for new eastbound and/or westbound mainlanes, ramps, and cross streets. Horizontal control points shall be shown. The alignments shall be calculated using GEOPAK.
2. Pavement edges for all improvements (mainlanes, ramps, cross streets access roads, maintenance roads and driveways).
3. Lane and pavement width dimensions.
4. The geometrics of ramps, auxiliary and managed lanes.
5. Proposed structure locations, lengths and widths.
6. Direction of traffic flow on all roadways. Lane lines and/or arrows indicating the number of lanes shall also be shown.
7. Drawing scale shall be 1"=100'
8. Access Denial line & ROW lines and easements.
9. Begin/end superelevation transitions and cross slope changes.
10. Limits of riprap block sod, and seeding.
11. Existing utilities and structures.
12. Benchmark information.
13. Radii callouts, curb location, CTB, guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.

The profile view shall contain the following design elements:

1. Calculated profile grade for proposed roadways, including mainlanes, direct connectors, ramps, cross streets and frontage roads. Vertical curve data, including "K" values shall be shown.
2. Existing and proposed profiles along the proposed centerline of the mainlanes, the outside shoulder line of ramps, and the outside gutter line of frontage roads.
3. Water surface elevations at major stream crossing for 10-, 25-, 50-, and 100- year storms.
4. Calculated vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate, superstructure depth and required clearance.
5. The location of interchanges, mainlanes, grade separations and ramps (shall include cross sections of any proposed or existing roadway, structure, or utility crossing).
6. Drawing vertical scale to be 1"=10'.
7. For the Levee sheets the Design Water Surface profile shall also be shown.

- B. Typical Sections:** Typical sections shall be required for all proposed and existing roadways, levees, and structures. Typical sections shall include width of travel lanes, shoulders, outer separations, border widths, curb offsets, managed lanes, and ROW. The typical section shall also include PGL, centerline, pavement design, longitudinal joints, side slopes, sodding/seeding limits, concrete traffic barriers, station limits, common proposed/existing structures including retaining walls, riprap, limits of embankment excavation, etc.

- C. **Roadway Design:** The **Engineer** shall provide the design of all roadways, including mainlanes, entrance and exit ramps, managed lanes and auxiliary lanes. The design shall be consistent with the approved schematic and the current *Roadway Design Manual*. If managed lanes are to be designed this work shall be coordinated through the **State/Authority**.
- D. **Levee Design:** The **Engineer** shall provide the design of the levee relocation in coordination with the USIBWC. A continuous maintenance road shall be provided. The design shall be consistent with the approved schematic and the current *Design and Construction of Levees Manual*.
- E. **Cross Streets:** The **Engineer** shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each designated major cross street. The layout shall include the curb returns, geometrics, transition length, stationing, pavement and drainage details. The **Engineer** shall design for full pavement width to the ROW and provide a transition to the existing roadway.
- F. **Cut and Fill Quantities.** The **Engineer** shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at minimum 100 feet intervals. Cross sections shall be delivered in standard GEOPAK format on 11"x17" sheets or roll plots (*select the deliverable type*) and electronic files. The **Engineer** shall provide all criteria and input files used to generate the design cross sections. Cross sections and quantities shall consider existing pavement removals. Two sets of drawings shall be submitted by the **Engineer** at the 30%, 60%, and 90%, and final submittals, respectively.
- G. **Border Fence Relocation.** The **Engineer** shall coordinate through the **Authority** with United States Department of Homeland Security (DHS) for the requirements and regulations for the border fence relocation. The temporary fence shall be salvaged as per DHS guidelines.
- H. **Plan Preparation.** The **Engineer** shall prepare roadway plans, profiles and typical sections for the proposed improvements. This scope of services and the corresponding cost proposal are based on the **Engineer** preparing plans to construct east and west bound lanes, ramps, and cross streets at intersections. Wetlands information as provided by the **State/Authority** is to be staked by the **Engineer** for delineation and this data shall be electronically transferred to the P&P sheets. The roadway plans shall consist of the types and be organized in the sequence as described in "Stand Alone Manual Notice Number 00-1".
- I. **Pavement Design.** The **Engineer** shall prepare the pavement design.
- J. **Pedestrian and Bicycle Facilities.** The **Engineer** shall coordinate with the **State/Authority** to incorporate pedestrian and bicycle facilities as required. All pedestrian facilities must be designed in accordance with the latest *Americans with Disabilities Act Accessibility Guidelines (ADAAG)*, the *Texas Accessibility Standards (TAS)*, and the *AASHTO Guide for the Development of Bicycle Facilities*.

- K. **Driveway Details.** The **Engineer** shall design all driveways in accordance TxDOT's, "Regulations for Access Driveways to State Highways", any approved latest version of the "Access Management Manual", and the Pharr District Standard Driveway Details. The **Engineer** shall notify the **State/Authority** early in the design process when a construction license agreement is needed to construct a portion of the driveway outside of the **State's** Right of Way. The **Engineer** shall design the intersection by preventing the bottom of the vehicles to be wedged when accessing onto an adjacent property.
- L. **Miscellaneous.** The **Engineer** shall design all longitudinal barriers (railing and guardrail), raised median, fencing, bus bays, parking areas, mailboxes, and shoulder texturing in accordance to the criteria set forth in the roadway design manual and standards. Miscellaneous Details Sheet(s) may be developed to illustrate any necessary additional construction details not covered by the Standards. Standards that have not been approved for use in the Pharr District shall be signed, sealed, and dated by a Registered Professional Engineer in Texas for use as details. Approval shall be requested at the early stage of the plan preparation from the **State/Authority** regarding the use of these details. In addition as part of the approval process, these details shall be accompanied by the appropriate general notes, special specifications, special provisions, and method of payment.

DRAINAGE DESIGN (Function Code 161)

- A. **Drainage Report.** The **Engineer** shall design all of the project drainage elements and coordinate all drainage design.
1. The **Engineer** will prepare a comprehensive drainage study and report of the project area. The report shall be divided into two phases. The first phase will include the following items:
 - Obtain existing HEC-2 models from applicable drainage authorities to the extent possible, for use in analysis and determination the existing 2, 5, 10, 25, 50, 100 and 500 year (if available), water surface elevations at bayous, creeks, and ditch crossings along the project. This data will be utilized in the development of design roadway profiles.
 - Profile of natural ground along each proposed grade line of the roadway.
 - Profile of tentative proposed grade line of the roadway.
 - Profile of existing roadway.
 - Identify the existing drainage outfalls.
 - Pump Station design
 2. These profiles will be superimposed on a drawing along with the 2, 5, 10, 25, 50, 100 and 500 year (if available) water surface elevations. The profile drawing will provide an overall view of the roadway/existing ground elevations with respect to the various storm design frequencies for the length of the project. This will enable the **State/Authority** to determine the most feasible proposed roadway profile. These profiles must be submitted to the **State/Authority** and approved before continuing

with the preparation of the comprehensive drainage report. NOTE: THE **ENGINEER** WILL COORDINATE WITH ALL GOVERNMENT AGENCIES THROUGH THE STATE'S DISTRICT OFFICE.

3. Manhole headlosses are to be computed as per the **State/Authority's** direction. Also, THYSYS (WINSTORM) with a pressure flow equation generally applicable to pipe running full flow. A hydraulic grade line starting at the outfall channel will be determined for each storm sewer system in order to obtain a design tailwater for each existing system. The design tailwater will be the starting basis for the design of the proposed storm sewer system.
4. For drainage areas, the **Engineer** will limit the outfalls into existing storm sewer to existing capacity flows, which will be determined by the **Engineer**. Alternate flow routes, if feasible, will be looked into for relieving storm sewer overload. The amount of the total detention storage to control storm sewer runoff for the design frequency will be determined, as well as a rough estimate of the available on-site volume. The method for handling the required off-site storage volume is not part of this scope.
5. Drainage areas and flows for cross culvert drainage systems will be determined as part of the comprehensive drainage report. Sizing of the drainage crossings and hydrologic information once determined will be provided to the **State/Authority**.
6. The **Engineer** will prepare a letter report which shall include the preliminary findings of the storm sewer capacities, requirement for line rerouting, preliminary detention storage volumes and initial recommendations on how to mitigate the storm impact on the receiving streams. The report will also include preliminary sizing of the trunkline for the proposed gravity storm sewer within the limits of the project, conceptual and generic discussions of the alternatives considered, a comparative cost associated with each alternative and a recommended solution.
7. Recommendations at this point should be generic and conceptual in nature, mainly for discussions with the **State/Authority** and the local government entities.
8. An impact analysis is required on creeks and ditches as related the **State/Authority** and FEMA criteria 100 year storm. The **State/Authority** required approach for impact prediction is as follows:
 - Drainage areas for the existing and proposed conditions.
 - The **Engineer** will identify the existing drainage outfalls.
 - Compute right of way corridor 100 year flood plain volumes for existing and proposed roadway elevations. A decrease in 100 year flood plain volumes is not allowed by the **State/Authority** or other governmental agencies, without adequate offsite mitigation.
 - Compute existing and proposed peak flows by using hydraulics and hydrologic methodology and computer models. The additional lanes should be accounted for by increasing percent development.

- Storage computations will be based on hydrograph calculations and peak flows obtained in the item above. A mitigation volume for the 100 year storm will be computed.
 - Analyze existing and proposed drainage system and quantify the increase in 100 year peak flows resulting from the roadway improvements.
 - Hand calculations shall be provided which quantify the cut and fill within the 100 year flood plain, if any occur.
 - Prepare conceptual 100 year sheet flow analysis for project utilizing existing and proposed conditions.
 - Obtain current hydrologic and hydraulic computer models from government agencies and review and comment on the models.
 - Current models will be updated to existing condition using the available **State/Authority** aerial photographs, and submitted to governmental agencies as the revised existing condition model.
 - Analyze proposed roadway and outfall drainage improvements to quantify impacts top revised existing condition model.
9. At this point, a separate report (signed, sealed and dated by a professional Engineer) including results will be summarized and presented to the **State/Authority** for discussion. If mitigation is needed, location of storage volume and/or approaches to satisfy government agencies is not a part of this scope. After the **State/Authority** has reviewed and approved the floodplain impact analysis report, the **Engineer** will be compensated 80 percent of the total task shown in the fee proposal for the work order. The remaining 20 percent will be paid after the other agencies involved have approved the report.
10. The **Engineer** will also be responsible for the Levee relocation analysis with respect to the USIBWC guidelines. This will be a separate report from the one above to include the results/impacts of the levee relocation. Coordination with USIBWC shall be documented in this report along with obtaining the appropriate license agreement from the agency.

B. Scour Analysis to be provided at the bridge and bridge class culvert locations.

- C. Culvert, Pump Station and Storm Drain Design.** The **Engineer** shall develop design details that minimize the interference with the passage of traffic or incur damage to the highway and local property. The **Engineer** shall provide layouts, drainage area maps, and design of all drainage components. The **Engineer** shall design all conventional storm drainage and cross drainage in conformance with the latest edition of the **State Hydraulic Manual** and any specific program guidance provided by the **State**. Storm drain design shall be performed using WinStorm or GEOPAK Drainage. Cross drainage design shall be performed using THYSYS, THYSYS CULVERT, HEC 2 or HEC RAS. The **Engineer** shall evaluate the hydraulic gradeline throughout the whole system, within project limits, for the design frequency(ies) and make necessary system adjustments for conformance to program criteria. The **Engineer** shall coordinate

with the **State/Authority** and designers of adjacent projects to check that all proposed drainage systems accommodate the proposed construction phasing plan.

The **Engineer** shall perform the following:

1. Prepare culvert cross sections.
2. Identify areas requiring trench protection, excavation, shoring and de-watering.
3. Prepare drainage area maps.
4. Prepare plan/profile sheets for storm drain systems and outfall ditches.
5. Select standard details from **State/Authority** or District's list of standards for items such as inlets, manholes, junction boxes and end treatment, etc.
6. Prepare details for pump station, non-standard inlets, manholes and junction boxes.
7. Prepare drainage details for outlet protection, outlet structures and utility accommodation structures.
8. Identify pipe strength requirements.
9. Prepare drainage facility quantity summaries.
10. Identify potential utility conflicts and design around them, wherever possible.
11. Take into consideration pedestrian facilities, utility impacts, driveway grades, retaining wall and concrete traffic barrier drainage impacts.
12. Identify existing ground elevation profiles at the ROW lines on storm sewer plan and profile sheets.
13. If applicable, prepare Hydraulic Data Sheets for Bridge Class Culvert(s).

D. Storm Water Pollution Prevention Plans (SW3P). The **Engineer** shall include the SW3P items to minimize potential impact to receiving waterways. The SW3P shall include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control measures. The sheets shall have blanks listing date item will be installed and date item will be removed.

E. Temporary drainage facilities. The **Engineer** shall develop plans for all temporary drainage facilities necessary to allow staged construction of the project and to conform with the phasing of adjacent construction projects without significant impact to the hydraulic capacity of the area.

F. Layout, Structural Design and Detailing of Drainage Features.

The **Engineer** shall perform layout, structural design and detailing for the following:

1. Culverts: New culverts; culvert replacement.
2. Storm Sewers: New or modified storm sewers; inlets; manholes; trunk lines.
3. Subsurface drainage at retaining walls.
4. Outfall channels within or outside of the existing ROW
5. Bridge deck drainage systems, including internal drainage piping within the bents where required on structures.

The **Engineer** shall use standard details where practical.

SIGNING, MARKINGS AND SIGNALIZATION (Function Code 162)

- A. Signing.** The **Engineer** shall prepare drawings, specifications and details for all signs. The **Engineer** shall coordinate with the **State/Authority** (and other Engineers as required) for overall temporary, interim and final signing strategies and placement of signs outside contract limits. Sign detail sheets shall be prepared for large guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of large and small signs. The **Engineer** shall also designate the shields to be attached to guide signs. The proposed signs shall be illustrated and numbered on plan sheets. Sign foundation shall be selected from **State Standards**.

The **Engineer** shall provide the following information on sign/pavement marking layouts:

1. Roadway layout.
2. Center line with station numbering.
3. ROW lines.
4. Designation of arrow used on exit direction signs.
5. Culverts and other structures that present a hazard to traffic.
6. Location of utilities.
7. Existing signs to remain, to be removed, or to be relocated.
8. Proposed signs (illustrated and numbered).
9. Existing overhead sign bridges to remain, to be revised, removed or relocated.
10. Proposed overhead sign bridges, indicating location by plan.

- B. Pavement Markings.** The **Engineer** shall detail permanent and temporary pavement markings and channelization devices on plan sheets. The **Engineer** shall coordinate with the **State/Authority** (and other Engineers as required) for overall temporary, interim, and final pavement marking strategies. Pavement markings shall be selected from the latest **State/Authority** standards.

The **Engineer** shall provide the following information on sign/pavement marking layouts:

1. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
2. Quantities of existing pavement markings to be removed.
3. Proposed delineators and object markers.
4. The location of interchanges, mainlanes, grade separations, frontage roads and ramps.
5. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
6. ROW limits.
7. Direction of traffic flow on all roadways.

- C. Traffic Signals.** The **Engineer** shall identify and prepare Traffic Signal Plans for all traffic signal work needed. If necessary, the **Engineer** shall perform Traffic Signal Warrant Studies to justify both existing and proposed signals, and provide traffic counts, to perform these studies. The **Engineer** shall confirm the power source for all signals and coordinate with the appropriate utility agency. Traffic Signal Plans shall be signed and sealed by a Texas Registered Professional Engineer. The **Engineer** shall develop all quantities, general notes, and specifications and incorporate appropriate agency standards required to complete construction.

The following information shall be provided in the Traffic Signal Plans:

1. Layout
 - a. Estimate and quantity sheet
 - (1) List of all bid items
 - (2) Bid item quantities
 - (3) Specification item number
 - (4) Paid item description and unit of measure
 - b. Basis of estimate sheet (list of materials)
 - c. General notes and specification data.
 - d. Condition diagram
 - (1) Highway and intersection design features
 - (2) Roadside development
 - (3) Traffic control including illumination
 - e. Plan sheet(s)
 - (1) Existing traffic control that will remain (signs and markings)
 - (2) Existing utilities
 - (3) Proposed highway improvements
 - (4) Proposed installation
 - (5) Proposed additional traffic controls
 - (6) Proposed illumination attached to signal poles.
 - f. Notes for plan layout
 - g. Phase sequence diagram(s)
 - (1) Signal locations
 - (2) Signal indications
 - (3) Phase diagram
 - (4) Signal sequence table
 - (5) Flashing operation (normal and emergency)
 - (6) Preemption operation (when applicable)
 - (7) Contact responsible Agency to obtain interval timing, cycle length and offset
 - h. Construction detail sheets(s)
 - (1) Poles (State standard sheets)
 - (2) Detectors
 - (3) Pull Box and conduit layout

- (4) Controller Foundation standard sheet
 - i. Marking details (when applicable)
 - j. Aerial or underground interconnect details (when applicable)
- 2. General Requirements
 - a. Contact local utility company
 - (1) Confirm power source
 - b. Prepare governing specifications and special provisions list
 - c. Prepare project estimate
 - d. Conduct traffic counts and prepare Traffic Signal Warrant Studies for all proposed and existing traffic signals.
- 3. Summary of Quantities
 - a. Small signs tabulation
 - b. Large signs tabulation including all guide signs
- 4. Sign Detail Sheets
 - a. All signs except route markers
 - b. Design details for large guide signs
 - c. Dimensioning (letters, shields, borders, etc.)
 - d. Designation of shields attached to guide signs

MISCELLANEOUS (Function Code 163)

- A. Retaining Walls/Sound Walls.** The **Engineer** shall provide layouts (scale 1"=100'), elevations, quantity estimate, summary of quantities, typical cross sections and structural details of all retaining walls within the project.

If applicable, architectural standard drawings will be provided by the **State/Authority** and shall be incorporated into design details. The specific requirements for each item are as follows:

- 1. Layout Plan
 - a) Designation of reference line
 - b) Beginning and ending retaining wall stations
 - c) Offset from reference line
 - d) Horizontal curve data
 - e) Total length of wall
 - f) Indicate face of wall
 - g) All wall dimensions and alignment relations (alignment data as necessary)
 - h) Soil core hole locations
- 2. Elevation:
 - a) Top of wall elevations
 - b) Existing and finished ground line elevations
 - c) Vertical limits of measurement for payment

- d) Type, limits and anchorage details of railing (only if Traffic Railing foundation standard is not being used on this project)
 - e) Top and bottom of wall profiles and soil core hole data plotted at correct station & elevation. Groundwater elevations shall be shown.
- 3. Foundation Studies: The **Engineer** shall coordinate with the **State/Authority** to determine the location of soil borings to be drilled along the retaining wall alignments. The core holes shall extend a minimum of 15 feet below the footing elevation or deeper as soil conditions warrant. Spacing of core holes shall not exceed 500 feet. The **Engineer** shall provide a boring layout for the **State/Authority** to review and provide their recommendations.
- 4. The **Engineer** shall incorporate soil core hole data sheets prepared, signed, sealed, and dated by the Engineer. The soil boring sheets shall be in accordance with TxDOT WINCORE software as can be found on the Texas Department of Transportation website.
- 5. General Guidelines for Retaining Walls
 - a) The **Engineer** shall make final design calculation and final detail drawings in accordance with standard requirements of the **State/Authority**.
 - b) For retaining walls that the total estimated project quantity exceeds 30,000 square feet, preliminary retaining wall layouts shall be submitted to Austin Division for approval.
- B. **Traffic Control Plan, Detours and Sequence of Construction.** The **Engineer** shall prepare Traffic Control Plans (TCP) for the project. A detailed TCP shall be developed in accordance with the latest edition of the *Texas Manual on Uniform Traffic Control Devices for Streets and Highways* (Texas MUTCD). The **Engineer** is to implement the current Barricade and Construction (BC) standards as applicable. The **Engineer** shall interface and coordinate phases of work, including the TCP, with adjacent Engineers.
 - 1. The **Engineer** shall provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The **Engineer** shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flagperson, signals, etc.). The **Engineer** shall show temporary roadways, ramps, structures and detours required to maintain lane continuity throughout the construction phasing.
 - 2. Where detours are required, the **Engineer** shall develop typical cross sections, calculate quantities, and show horizontal and vertical alignment (if necessary) information. The **Engineer** shall provide a detailed layout and arrangement of

construction signs, construction pavement marking, traffic control devices (including temporary signals and signal heads).

3. The **Engineer** shall be responsible to coordinate with the **State/Authority** in scheduling a Traffic Control Workshop and submittal of the TCP for Safety Review Committee (SRC) approval. The **Engineer** shall assist the **State/Authority** in coordinating mitigation of impacts to adjacent schools, emergency vehicles, pedestrians, bicyclists and neighborhoods.
 4. Continuous, safe access to all properties during all phases of construction is mandatory. The **Engineer** shall develop TCP to preserve existing curb cuts. Approval from the **State/Authority** is required for any elimination of existing access capacity.
 5. The **Engineer** shall design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The **Engineer** shall show horizontal and vertical location of culverts and required cross sectional area of culverts.
- C. **Illumination.** The **Engineer** shall provide safety lighting at all intersections and interchanges, as well as at all other locations identified by the **State/Authority**. The **Engineer** shall prepare exhibits as required to obtain agreements with adjacent municipalities. The **Engineer** shall tabulate all quantities and provide summary sheets.
- D. **Estimate.** The **Engineer** shall independently develop and report quantities in standard **State/Authority** bid format at the 60%, 90% and Final PS&E submittals. The **Engineer** shall identify and report quantity variances by means of a quantity variance report, to be provided with each submittal. The **Engineer** shall be prepared to input the estimate into DCIS per the access rights given to the **Engineer** at the 60%, 90% and Final PS&E submittals.
- E. **Specifications.** Once the estimate is inputted into DCIS, the **Engineer** shall develop the list of standard specifications with the appropriate reference items the estimate. The **Engineer** shall also identify the need for any special specifications, and special provisions. The **Engineer** shall prepare General Notes from the Pharr District's *Master List of General Notes*, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The **Engineer** shall provide General Notes, Special Specifications and Special Provisions in rich text format.
- F. **Construction Schedule.** The **Engineer** shall prepare a construction contract time schedule using the latest version of Primavera or SureTrak software in accordance with the **State's Administrative Circular No. 17-93**. The schedule shall indicate tasks, subtasks, critical dates, milestones, deliverables and review requirements in a format which depicts the interdependence of the various items, and adjacent construction packages. The **Engineer** shall provide assistance to the **State/Authority** in interpreting the schedule.

BRIDGE DESIGN (Function Code 170)

All bridge structures shall be designed for **HS 25** loading.

- A. Bridge Layout.** The **Engineer** shall Prepare Bridge Layout plans and elevations for all bridge types listed below in accordance with the latest edition of the **State's Bridge Design Manual, Bridge Project Development Manual and Bridge Detailing Manual**. Submit to the **State/Authority** for approval before proceeding to structural detail design. Coordinate with the **State/Authority** to determine the location of soil borings to be drilled by the **Engineer**.

The Bridge layouts in Plan View shall contain the following information:

1. Horizontal curve information or bearing of centerline
2. Including horizontal, vertical and template information of all roadways or railroads crossed
3. Bearing of centerline or reference line
4. Skew angle(s)
5. Slope for header banks and approach fills
6. Control stations at beginning and ending of bridge (with deck elevation)
7. Approach pavement and crown width
8. Bridge roadway width and curbs, face of rail, shoulders or sidewalks
9. Approach slab and curb returns
10. Limits and type of riprap
11. Proposed features under structure
12. Location of profile grade line
13. North Arrow
14. Typical bridge roadway section including preliminary proposed beam types and spacings.
15. Cross slope and superelevation data
16. Minimum horizontal and vertical clearance
17. Location of soil core holes (station and offset)
18. Bent stations and bearings
19. Retaining wall locations
20. Traffic flow directional arrows
21. Railing types shown
22. Joint types and seal size, if used
23. Beam line numbers consistent with span details
24. Critical horizontal clearances (location of railroad tracks, nearby structures and utilities)

Bridge Layouts in Elevation View should contain the following:

1. Type of foundation
2. Finished grade elevations at beginning and end of bridge
3. Overall length of structure
4. Length, type of spans and units
5. Type of railing
6. Minimum calculated vertical clearance(s)
7. Existing and proposed ground lines clearly marked
8. Grid elevations and stations

9. Bent numbers encircled
10. Standard Title
11. Profile grade data
12. Type of riprap
13. Soil Core Hole information with penetrometer test data
14. Fixed/expansion condition of all bents
15. Column "H" heights
16. Number, size and length of foundations

Additional layout requirements for waterway structures and bridge classification culverts:

1. Design and 100 year peak discharges
2. Design and 100 year high water (HW) Any recorded HW data available?
3. Natural and through bridge velocities for design and 100 year floods
4. Calculated backwater for design and 100 year floods
5. Direction of flow for waterway crossings
6. Contours for water crossing

The substructure for simple span prestressed concrete U-beam girders shall be Inverted T beam caps on rectangular columns. If necessary, the **State/Authority** will provide standard architectural details. The **Engineer** shall incorporate these drawings and make appropriate reference to these details.

The **Engineer** shall develop bridge layouts from the schematic provided by the **State/Authority** and submit an 80% complete layout to the **State/Authority** at the 30% submittal to provide ample review and design time.

- B. Final Design Calculations and Details.** The **Engineer** shall make final design calculations and final detail drawings, per structure, in accordance with standard requirements of the **State/Authority**. All bridge design shall be in conformance with the latest edition of the **State's Bridge Design Manual, Bridge Project Development Manual, Bridge Detailing Manual, and AASHTO Standard Specifications for Highway Bridges**. The **Engineer's** designer and checker shall both check all calculations and initial each page. The **Engineer** shall submit for review all structural design calculations and quantity calculations at the 90% submittal.
- C.** The **Engineer** shall perform a global stability analysis on fill areas on bridge approaches and other areas where the height of fill is determined to be greater than 15 feet. No geotechnical investigations are to be initiated until the **State/Authority** has given the **Engineer** written approval. The **Engineer** shall prepare an engineering report showing all material testing locations, with a summary of all geotechnical investigations, project background, and a summary of recommendations.
- D. Bridges/Overpasses/Underpasses/Ramp Structures.**

The **Engineer** shall prepare *bridge layouts, typical sections, structural details* (with appropriate scale) and estimated quantities for structures, as listed below:

Description	Approx Length	Approx. Width	Number of spans	Comments
SH 4 Drainage Ditch Crossing	100	80	1	New Bridge facilitated by Tie in Realignment

- E. Bridge Classification Culvert.** The **Engineer** shall prepare layouts, typical sections, structural details (with appropriate scale) and estimated quantities.
- F. Staged Construction:** The **Engineer** shall review and evaluate the need for phased construction for all structures in the project limits and advise the **State/Authority** of their recommendations. The **Engineer** shall review the as-builts and perform any necessary analysis to determine the structural integrity of any part of the structure that would remain open to traffic.

CONSTRUCTION PHASE SERVICES (Function Code 309)

The **Engineer** shall provide Construction Phase Services. These services shall include, but are not limited to the following:

Construction Award

- (1) Upon Award of Contract coordinate and attend Pre-Construction Meeting.

Project Site Observation

- (2) In general, the **Engineer** shall provide the *engineering support and data* required for consultation and advisement to **Owner** and to protect the **Owner** against defects and deficiencies in the work of the **Contractor**.
- (3) **Daily and Weekly Reports.** The **Engineer** shall provide the *engineering support and data* required to monitor the **Contractor's** progress with, updates into a daily diary and weekly progress reports.
- (4) **Contractor Payment.** The **Engineer** shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the **Contractor**.
- (5) The **Engineer** will provide **Project** site observation of the authorized construction contract as follows:
- (a) **Project Engineer.** The **Engineer** will provide weekly project site visits by the **Project Engineer** or a competent representative of the **Engineer**. The **Project Engineer** or a competent representative of the **Engineer** will attend all monthly meetings to ensure progress and conformance to the construction contract plans and specifications.
- (b) **Construction Inspector.** The **Engineer** will furnish the services of (1) full time construction inspectors for continuous on-the-site construction observation. Additional inspectors shall be provided as required typically during major concrete pours, setting of beams, or when multiple contractor work crews are on site.
- (c) **Record Keeper.** The **Engineer** shall have on board a record keeper to support the Construction Inspector approximately 25% of time.

- (d) **Verification Surveys.** The **Engineer** shall spot verify elevations on an as needed basis. The verifications shall be predominately at footing locations, bridge cap locations and elevation and slab elevations.
- (6) **Control of Materials & Equipment.** The **Engineer** shall provide observation of all materials and equipment furnished/used by the **Contractor** as follows:
- (a) Review all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
- (b) Observe **Project** record testing and/or independent assurance testing as outlined in the construction contract specifications.
- (7) **Shop Drawings.** The **Engineer** shall review and check all shop or working drawings furnished by the **Contractor** that are related to the **Project**. Below is the listing of the proposed drawings to be reviewed.

SH 4 Elevated Canal Bridge

- Abutments
- Girders
- Footings
- Rail
- Slab and Framing
- Falsework

Culverts

- Pre-Cast Culverts
- Pre-Cast Inlets

Large Guide Signs

- Foundations
- Frames

- (8) **Change Orders.** When applicable, the **Engineer** will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **Owner**. This work will be handled through a supplemental work order.
- (9) **Final Acceptance**

As-Built Drawings. The **Engineer** shall develop as-built drawings and provide an Engineering Certification of Completion.

REFERENCES

1. Standard Specifications for Construction of Highways, Streets, and Bridges -TxDOT.
2. Special Provisions and Special Specification~ -TxDOT.
3. P.S. & E. Preparation Manual- TxDOT.
4. Bridges and Structures Operation and Planning Manual - TxDOT.
5. Bridges and Structures Hydraulic Manual - TxDOT.
6. Bridges and Structure Design Examples - TxDOT.
7. Bridge and Structures Bridge Design Guide - TxDOT.
8. Bridges and Structures Detail Manual - TxDOT.
9. Bridges and Structures Foundation Exploration and Design Manual - TxDOT.
10. Standard Specifications for Highway Bridges - AASHTO.
11. Highway Design Operations and Procedures Manual - TxDOT.
12. Highway Design Operations and Procedures Manual Part IIB -Environmental and Public Involvement
Procedures During Project -Specific Planning and Development -TxDOT.
13. A Policy on Geometric Design of Highways and Streets ("The Green Book-") -AASHTO
14. Highway Capacity Manual Special Report 209- Texas Research Board (TRB)
15. Technical Advisory T6640.8A -FHWA.
16. Noise Guideline -TxDOT.
17. Air Quality Guidelines TxDOT.
18. Flexible Pavement Design Manua1 - TxDOT.
19. Guide for the Design of Pavement Structures, 1986 - AASHTO.
20. Texas Manua1 on Uniform Traffic Control Devices -TxDOT.
21. Standard Highway Sign Designs for Texas -TxDOT.
22. Standard Specifications for Structura1 Supports for Highway Signs, Luminaries and Traffic Signals -
AASHTO.
23. Utility Accommodation Policy - TxDOT.
24. Utility Manual - TxDOT.
25. Right of Way, Right of Way Manua1- Book I -TxDOT.
26. Right of Way, Right of Way Manua1- Book II -TxDOT.
21. Code of Federal Regulations, Title 23 -"Highway" - Federal Register.
28. Administrative Order No.5-89 - Signing, Sealing and Dating of Engineering Documents - TxDOT.
29. Administrative Circular No.26-91 - Minimum Signing, Sealing and Dating Procedures for Department
Engineering Documents - TxDOT.
30. Administrative Circular No. 25.84 - Soils Information for High Mast Lighting, Overhead Sign Bridges,
and Retaining Walls - TxDOT.
31. Administrative Circular No.33-87 -Preliminary Retaining Wall Layouts to be submitted to
Division of
Bridges and Structures - Tx.DOT.
32. Administrative Circular No.25-92 -Division of Bridges and Structures to be responsible for all

geotechnical Engineering support for foundations, retaining walls, and embankment stability and settlement – TxDOT.

33. Design and Construction of Levees Manual – Department of the Army (US Corps of Engineering)

NOTES: (1) All design shall be in accordance with the above references, except where variances are permitted in writing by the **State/Authority and or US IBWC**.
(2) The **Engineer** is responsible for purchasing 8.11 references which are required for the project.

**4-D CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES
AGREEMENT WITH FAGAN AND ASSOCIATES**



June 16, 2014

Mr. Ron Fagan
Fagan Consulting, LLC
16001 Spillman Ranch Loop
Austin, TX 78738

RE: SH 550 Direct Connection
Professional Consulting Services Agreement

Dear Mr. Fagan:

Enclosed are three (3) originals of the Agreement between the Cameron County Regional Mobility Authority (CCRMA) and Fagan Consulting, LLC for implementation of the Toll Collection System for the SH 550 Direct Connector Project approved by the CCRMA on June 10, 2014.

Please execute the Agreement and return two (2) originals.

Let me know if you need anything else.

Sincerely,

A handwritten signature in black ink, appearing to read "Pete Sepulveda, Jr.", is written over a faint, rectangular stamp or watermark.

Pete Sepulveda, Jr.
Executive Director

enclosure: as noted

PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT is entered into as of June 10, 2014 (the "Effective Date"), by and between the Cameron County Regional Mobility Authority ("CCRMA") and Fagan Consulting, LLC, a Texas limited liability company ("Consultant").

RECITALS

A. CCRMA is a political subdivision of the State of Texas created pursuant to the request of Cameron County Commissioners Court, and is statutorily authorized to pursue the development of transportation projects within such county.

B. Consultant is a limited liability company organized in Texas which includes staff with extensive experience in Florida and Texas relating to the planning, design, development, and operation of electronic toll collection systems and facilities.

C. CCRMA desires to formally engage Consultant to provide certain professional services to CCRMA and desires to memorialize the terms and conditions upon which such services will be provided by Consultant, including the terms upon which Consultant will be compensated for such services.

THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, CCRMA and Consultant agree as follows:

ARTICLE ONE:

DEFINITIONS AND TERMS

1.1 Definitions. For Purposes of this Agreement, the following terms are defined as set forth in this Section 1.1:

Agreement means this Professional Consulting Services Agreement, as it may be renewed, extended, restated, amended, or supplemented from time to time.

Business Day means every day on which commercial banks in the State of Texas are open for business.

Cause means (a) a material default in the performance of Consultant's duties under this Agreement or (b) Consultant's dishonesty, willful misconduct, willful violation of any law, rule, or regulation, or action (or omission) involving moral turpitude and reflecting unfavorably upon the public image of CCRMA, or action (or omission) aiding or abetting a competitor, vendor, contractor, consultant, or supplier of CCRMA to the material disadvantage of CCRMA.

Confidential Information has the meaning given such term in Exhibit A.

Effective Date has the meaning given such term in the initial paragraph of this Agreement.

Exhibit means an exhibit attached to this Agreement unless otherwise specified

Inventions has the meaning given such term in Section 5.2.

Person means any individual, corporation, partnership, joint venture, limited liability company, government or agency of government, or other recognized legal entity.

Rights means legal and equitable rights, remedies, powers, privileges, and benefits.

Services has the meaning given such term in Section 2.2.

Taxes means all charges of any nature whatsoever imposed by any applicable federal, state, or local law.

Term means the Initial Term and any renewal or extension of the Initial Term.

1.2 Number and Gender of Words. Whenever in this Agreement the singular number is used, the same shall include the plural where appropriate and vice versa, and words of any gender shall include each other gender where appropriate.

ARTICLE TWO:

CREATION AND NATURE OF RELATIONSHIP

2.1 Engagement. Upon the terms and subject to the conditions contained in this Agreement, CCRMA engages Consultant, effective as of the Effective Date, to provide the Services (as described below) to CCRMA, and Consultant accepts such engagement and agrees to provide the Services upon such terms and subject to such conditions.

2.2 The Services. From time to time as requested by CCRMA through its Executive Director or his designee, Consultant will provide the following consulting services (collectively, the "Services") to CCRMA during the Term:

- a) Assist in direction and oversight of the design, testing, installation and maintenance of the electronic toll collection system and management of toll facilities on an on-call basis, in collaboration with the electronic toll collection system integration contractor;
- b) Assist in direction and oversight of the design and development of the electronic toll collection system, on system integrator's progress and strategic information technology issues;
- c) Assist in oversight and management of interlocal agreements with the Central Texas Regional Mobility Authority for use of their payment processor contractor and their back office;

- d) Assist in management and coordination of CCRMA's communications backbone/fiber optic network and associated contracts;
- e) Assist in management and oversight of FCC licensure for electronic toll collection system tags;
- f) Assist as requested in preparing, processing, analyzing, and recommending requests by CCRMA for vendors to provide goods and services relating to CCRMA's electronic toll collection system and facilities;
- g) Assist in management and oversight of incident management, traffic enforcement, and violation enforcement, including court relations;
- h) Assist in monitoring contractors' performance against contract provisions; works closely with contractors and internal/external legal counsel to resolve conflicts and issues, as necessary; and
- i) Provide independent, third-party advice to the CCRMA Executive Director concerning proposed CCRMA electronic toll collection system operations and related activities, as requested.

2.3 Key Personnel of Consultant. Except with written consent by the Executive Director of CCRMA, all services to CCRMA by Consultant through this Agreement will be provided exclusively through Consultant's managing member, Ron Fagan and personnel Bill Brownsberger, Greg Mack and Steve Doolin.

2.4 Scope of Services. Consultant will provide the Services solely as a contracted professional services provider to the CCRMA and on the basis of Consultant's experience and acumen.

2.5 Time and Attention to the Services. The engagement of Consultant to provide the Services is intended as a part-time engagement that will not require Consultant to devote full time and attention to the provision of the Services.

2.6 Nature of Relationship. Consultant will have no authority or power to bind CCRMA to any agreement, contract, or order, or in any other manner, without CCRMA's prior written approval. In the performance of duties under this Agreement, Consultant will be an independent contractor with the sole Right to supervise, manage, control, and direct the performance of the details incident to such duties, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture, to create the relationship of employer ~ employee, or, except as expressly set forth herein, principal ~ agent, or to otherwise create any liability for either CCRMA or Consultant with respect to any indebtedness, liabilities, or obligations of the other or of any other Person. Consultant may not, through representations or conduct, hold itself out as being anything other than a contracted professional services provider. Consultant will be free to set hours and appointments of its personnel, and, as contemplated by Section 2.4, to devote as much, or as little, time to the provision of Services as Consultant deems appropriate and which enables Consultant to satisfactorily complete the Services.

2.7 Non-Exclusivity. Nothing contained in this Agreement is intended to or shall be deemed to limit CCRMA's ability to engage other Persons to provide or perform professional services the same as or similar to the Services; and nothing contained in this Agreement is intended to or shall be deemed to limit Consultant's ability to accept engagements for the rendition of professional services from other Persons who are not competitors with CCRMA or are not seeking to secure business from the CCRMA.

ARTICLE THREE:

TERM AND TERMINATION

3.1 Term. Notwithstanding the date on which it is executed by CCRMA and Consultant, this Agreement is effective on and as of the Effective Date. It shall be renewed annually with the consent of CCRMA and the Consultant unless earlier terminated in accordance with Section 3.2.

3.2 Termination of this Agreement. This Agreement may be terminated as follows:

a. Termination by Mutual Consent. CCRMA and Consultant may terminate this Agreement at any time by written mutual consent executed by an authorized representative of CCRMA and Consultant.

b. Termination by CCRMA Without Cause. CCRMA may terminate this Agreement at any time by giving written notice of termination to Consultant not less than thirty (30) days prior to the date of termination.

c. Termination by CCRMA With Cause. CCRMA may terminate this Agreement at any time for Cause by giving written notice of termination to Consultant not less than five (5) days prior to the date of termination.

d. Termination by Consultant. Consultant may terminate this Agreement at any time by giving written notice of termination to CCRMA not less than thirty (30) days prior to the date of termination.

On the effective date of termination under this Section 3.2, Consultant will be paid (i) all then unpaid professional services fees due to Consultant under this Agreement, (ii) all then unreimbursed expenses due to Consultant under this Agreement.

ARTICLE FOUR:

COMPENSATION AND EXPENSES

4.1 Compensation. CCRMA shall compensate Consultant for providing the Services at the following rates per hour actually worked by Consultant on matters for which services are specifically requested. Consultant shall bill CCRMA on a monthly basis, and shall identify in each such invoice for each billing amount the date service was provided, number of hours billed, and provide a description of the service provided.

• Ron Fagan	\$190.00
• Bill Brownsberger	\$188.00
• Steve Doolin	\$177.00
• Greg Mack	\$168.00

Travel expenses will be reimbursed at actual cost as long as they comply with CCRMA policies.

4.2 No Withholding or Deduction. All compensation paid to Consultant pursuant to

Section 4.1 shall be paid without withholding, set off, or deduction of any kind whatsoever, except as otherwise required by applicable federal, state, or local law. Consultant will be solely responsible for the payment of any and all income Taxes or other Taxes that arise from the payment of compensation to Consultant under this Agreement.

4.3 Expenses. Unless otherwise agreed to in advance and in writing, Consultant shall be responsible for all out-of-pocket expenses incurred in connection with the provision of services hereunder.

ARTICLE FIVE:

CERTAIN COVENANTS

5.1 Confidentiality. As part of Consultant's responsibilities under this Agreement, Consultant agrees to execute a "Certificate of Nondisclosure and Confidentiality Agreement" attached to this Agreement as Exhibit A. Such agreement is hereby incorporated into and made part of this Agreement.

5.2 Inventions or Discoveries. Consultant acknowledges that during the Term, Consultant may, either individually or jointly with others, discover, conceive, make, perfect, or develop inventions, discoveries, improvements, ideas, computer programs, know-how, and/or data that result from the provision of the Services ("Inventions"). Consultant agrees to disclose and assign to CCRMA any and all such Inventions and shall promptly execute and deliver all documents necessary to vest such Rights in CCRMA.

ARTICLE SIX:

INSURANCE

6.1 Insurance. Prior to beginning the Services under the Agreement, Consultant shall obtain and furnish certificates to the CCRMA for comprehensive personal liability insurance with limits not less than \$1,000,000 for bodily injury, including those resulting in death, and \$500,000 for property damage on account of any one occurrence, with an aggregate limit of \$1,000,000.

ARTICLE SEVEN:

MISCELLANEOUS

7.1 Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not limit, amplify, or modify the terms of this Agreement.

7.2 Communications. Unless specifically otherwise provided, whenever this Agreement requires or permits any consent, approval, notice, request, or demand from one party to another, such communication must be in writing (which may be by facsimile transmission) to be effective and shall be deemed to have been given on the day actually delivered or, if mailed, on the third Business Day after it is enclosed in an envelope, addressed to the party to be notified at the address stated below, properly stamped, sealed, and deposited in the appropriate official postal service.

Until changed by notice pursuant hereto, the address and facsimile number for each party is

as follows:

If to CCRMA: Cameron County Regional Mobility Authority
1100 E. Monroe STE. 256
Brownsville, Texas 78521
Attn: Pete Sepulveda, Jr.
RMA Coordinator
Fax: (956) 983-5099
Email: psepulveda@co.cameron.tx.us

If to Consultant: Fagan Consulting, LLC
16001 Spillman Ranch Loop
Austin, Texas 78738
Fax: (512) 605-3782
Email: rfagan@faganconsulting.com

7.3 Survival. All covenants, agreements, representations, and warranties made in this Agreement shall survive all closings under this Agreement and, to the extent expressly stated in certain Sections of this Agreement, the expiration of the Term or the early termination of this Agreement.

7.4 Governing Law. TIDS AGREEMENT IS BEING EXECUTED AND DELIVERED, AND IS INTENDED TO BE PERFORMED, IN THE STATE OF TEXAS, AND THE LAWS (OTHER THAN CONFLICT OF LAWS PROVISIONS THEREOF) OF THE STATE OF TEXAS AND OF THE UNITED STATES OF AMERICA SHALL GOVERN THE RIGHTS AND DUTIES OF THE PARTIES AND THE VALIDITY, CONSTRUCTION, ENFORCEMENT, AND INTERPRETATION OF THIS AGREEMENT.

7.5 Venue: Service of Process. Any litigation arising out of or in connection with this Agreement, whether initiated by CCRMA or Consultant, shall be brought in the district courts of Cameron County, Texas, or in the United States District Court for the Western District of Texas, Brownsville, Texas. Consultant hereby (a) irrevocably submits to the nonexclusive jurisdiction of the state and federal courts of the State of Texas and agrees and consents that service of process may be made upon its agent in any legal proceeding arising out of or in connection with this Agreement by service of process as provided by Texas Law, (b) irrevocably waives, to the fullest extent permitted by federal, state, or local law, any objection which it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Agreement brought in the district courts of Cameron County, Texas, or in the United States District Court for the Western District of Texas, Brownsville, Texas, (c) irrevocably waives any claims that any litigation brought in any such court has been brought in an inconvenient forum, and (d) irrevocably agrees that any legal proceeding against CCRMA arising out of or in connection with this Agreement shall be brought in the district courts of Cameron County, Texas, or in the United States District Court for the Western District of Texas, Brownsville, Texas. Nothing herein shall affect the Right of CCRMA to commence legal proceedings or otherwise proceed against Consultant in any jurisdiction or to serve process in any manner permitted by applicable Law.

7.6 Invalid Provisions. If any provision of this Agreement is held to be illegal,

invalid, or unenforceable, such provision shall be fully severable; this Agreement shall be construed and enforced as if such provision had never comprised a part hereof; and the remaining provisions shall remain in full force and effect and shall not be affected by such provision or by its severance. Furthermore, in lieu of such provision there shall be added automatically a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

7.7 Entirety and Amendments. THIS AGREEMENT AND ANY AND ALL EXHIBITS HERETO REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BY THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. This Agreement may be amended only by an instrument in writing executed jointly by an authorized representative of CCRMA and Consultant, and supplemented only by documents delivered or to be delivered in accordance with the express terms hereof.

7.8 Waivers. No course of dealing nor any failure or delay by CCRMA or its directors, employees, representatives, or attorneys with respect to exercising any Right of CCRMA hereunder shall operate as any waiver thereof under this Agreement. A waiver must be in writing and signed by CCRMA to be effective, and such waiver will be effective only in the specific instance and for the specific purpose for which it is given.

7.9 Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

7.10 Parties Bound; Assignments. This Agreement is binding upon, and inures to the benefit of, CCRMA and Consultant, and their respective successors and assigns; provided that Consultant may not, without the prior written consent of CCRMA, assign any Rights, duties, or obligations hereunder, and any purported assignment in violation of the foregoing shall be void and ineffective. CCRMA may assign any or all of its Rights and obligations under this Agreement at any time without the approval or consent of Consultant.

IN WITNESS WHEREOF, CCRMA and Consultant have each caused this Agreement to be signed and delivered as of the Effective Date.

CONSULTANT


Ron Fagan, Managing Member
Fagan Consulting, LLC

6-26-2014
Date

CCRMA


Pete Sepulveda, Jr., Executive Director
Cameron County Regional Mobility Authority

6.10.14
Date

EXHIBIT A

CERTIFICATE OF NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Certificate of Nondisclosure and Confidentiality Agreement ("Agreement") is made and entered into as of the Effective Date of that "Professional Consulting Services Agreement" to which it is a part, by and between Fagan Consulting, LLC ("Consultant") and Cameron County Regional Mobility Authority ("CCRMA"). In recognition of the provision of providing Confidential Information to Consultant, the parties hereto agree as follows:

1. **NONDISCLOSURE.** Consultant acknowledges that during the course of its relationship with the CCRMA, Consultant will acquire trade secret information, proprietary information, and/or confidential information of the CCRMA and of certain CCRMA vendors relating to the performance of Services under the Consultant's "Professional Services Agreement" effective as of January 2, 2011, including, without limitation, all financial statements, reports, analyses, compilations, data, studies and drawings, technical information, other material (in whatever form maintained, whether documentary, computer storage or otherwise), whether oral or written and regardless of the manner in which it is provided (all of such information referenced as "Confidential Information"). "Confidential Information" does not include information that is or becomes generally available to the public other than as a result of disclosure by Consultant or its representatives. Consultant acknowledges and agrees that its nondisclosure obligation applies to all Confidential Information, no matter when the Consultant obtained knowledge of or access to such Confidential Information.

To the extent permitted by the Public Information Act (Texas Government Code §552.001, *et seq.*), Consultant agrees that Consultant and its representatives will maintain in confidence and will not, during Consultant's association with the CCRMA or any time thereafter, divulge to any third party, directly or indirectly, or use any Confidential Information, whether or not in written form, except as authorized on behalf of the CCRMA. As used herein, the term "representatives" means Consultant's managers, employees, agents, and advisors. Consultant will transmit Confidential Information only to those of Consultant's representatives who need to know such Confidential Information for the purpose of Consultant's activities relating to the Services and who have been advised by Consultant of this Agreement and have agreed to be bound by the provisions hereof. Consultant recognizes that the protection of Confidential Information against unauthorized disclosure or use is of critical importance to the CCRMA.

2. **RETURN OF DOCUMENTS.** Consultant agrees that if Consultant's relationship with the CCRMA is terminated (for whatever reason), Consultant shall not remove or take with Consultant, but will leave with the CCRMA or immediately return to the CCRMA, all Confidential Information, work product, records, files, data, memoranda, reports, documents and other information, in whatever form (including on computer disk), and any copies thereof, relating to the Confidential Information, or if such items are not on the premises of the CCRMA, Consultant agrees to return such items immediately upon the request of the CCRMA. Consultant acknowledges that all such items are and remain the property of the CCRMA.

3. **SEVERABILITY AND REFORMATION.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of Consultant or the CCRMA under this Agreement would not be materially and adversely affected thereby, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible, and the CCRMA and Consultant hereby request the court to whom disputes relating to this Agreement are submitted to reform the otherwise unenforceable covenant in accordance with this Section.

4. **GOVERNING LAW.** This agreement will be governed by and construed in accordance with the laws of the State of Texas.

5. **PROHIBITED CONTACTS.** In addition to non-disclosure of the Confidential Information, Consultant shall not discuss with any third party not otherwise subject to a similar agreement the process, procedures, status of review, or analysis of any response to a CCRMA request for proposals (RFP) except as specifically permitted by the CCRMA Coordinator. Consultant shall not accept anything of value from any employee or representative of any firm or entity which is submitting any bid, response to request for qualifications, response to request for proposal, or is otherwise responding to any CCRMA job posting, including meals, tickets, or other gifts. Consultant shall report to the CCRMA Executive Director any offers of anything of value received from an employee or representative of a firm that is engaged in such activities before CCRMA.

6. **SURVIVAL.** The termination of Consultant's relationship with the CCRMA, for whatever reason, shall not reduce or terminate Consultant's covenants and agreements set forth herein.

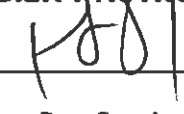
7. **MODIFICATION.** This Agreement may be modified only by a written agreement signed by both parties. Any such written modification may only be signed on behalf of the CCRMA by a duly authorized agent of the CCRMA.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate of Nondisclosure and Confidentiality Agreement as of the day and year designated above.

CONSULTANT

By:  6-24-14
Name: Fagan Consulting, LLC
Title: Managing Member
Fagan Consulting, LLC

CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY

By:  6-10-14
Name: Pete Sepulveda, Jr.
Title: Executive Director

PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT is entered into as of June 10, 2014 (the "Effective Date"), by and between the Cameron County Regional Mobility Authority ("CCRMA") and Fagan Consulting, LLC, a Texas limited liability company ("Consultant").

RECITALS

A. CCRMA is a political subdivision of the State of Texas created pursuant to the request of Cameron County Commissioners Court, and is statutorily authorized to pursue the development of transportation projects within such county.

B. Consultant is a limited liability company organized in Texas which includes staff with extensive experience in Florida and Texas relating to the planning, design, development, and operation of electronic toll collection systems and facilities.

C. CCRMA desires to formally engage Consultant to provide certain professional services to CCRMA and desires to memorialize the terms and conditions upon which such services will be provided by Consultant, including the terms upon which Consultant will be compensated for such services.

THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, CCRMA and Consultant agree as follows:

ARTICLE ONE:

DEFINITIONS AND TERMS

1.1 Definitions. For Purposes of this Agreement, the following terms are defined as set forth in this Section 1.1:

Agreement means this Professional Consulting Services Agreement, as it may be renewed, extended, restated, amended, or supplemented from time to time.

Business Day means every day on which commercial banks in the State of Texas are open for business.

Cause means (a) a material default in the performance of Consultant's duties under this Agreement or (b) Consultant's dishonesty, willful misconduct, willful violation of any law, rule, or regulation, or action (or omission) involving moral turpitude and reflecting unfavorably upon the public image of CCRMA, or action (or omission) aiding or abetting a competitor, vendor, contractor, consultant, or supplier of CCRMA to the material disadvantage of CCRMA.

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Services has the meaning given such term in Section 2.2.

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Term means the Initial Term and any renewal or extension of the Initial Term.

1.2 Number and Gender of Words. Whenever in this Agreement the singular number is used, the same shall include the plural where appropriate and vice versa, and words of any gender shall include each other gender where appropriate.

ARTICLE TWO:

CREATION AND NATURE OF RELATIONSHIP

2.1 Engagement. Upon the terms and subject to the conditions contained in this Agreement, CCRMA engages Consultant, effective as of the Effective Date, to provide the Services (as described below) to CCRMA, and Consultant accepts such engagement and agrees to provide the Services upon such terms and subject to such conditions.

2.2 The Services. From time to time as requested by CCRMA through its Executive Director or his designee, Consultant will provide the following consulting services (collectively, the "Services") to CCRMA during the Term:

- a) Assist in direction and oversight of the design, testing, installation and maintenance of the electronic toll collection system and management of toll facilities on an on-call basis, in collaboration with the electronic toll collection system integration contractor;
- b) Assist in direction and oversight of the design and development of the electronic toll collection system, on system integrator's progress and strategic information technology issues;
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- i) Provide independent, third-party advice to the CCRMA Executive Director concerning proposed CCRMA electronic toll collection system operations and related activities, as requested.

2.3 Key Personnel of Consultant. Except with written consent by the Executive Director of CCRMA, all services to CCRMA by Consultant through this Agreement will be provided exclusively through Consultant's managing member, Ron Fagan and personnel Bill Brownsberger, Greg Mack and Steve Doolin.

2.4 Scope of Services. Consultant will provide the Services solely as a contracted professional services provider to the CCRMA and on the basis of Consultant's experience and acumen.

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COMPENSATION AND EXPENSES

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Until changed by notice pursuant hereto, the address and facsimile number for each party is

as follows:

If to CCRMA: Cameron County Regional Mobility Authority
1100 E. Monroe STE. 256
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Fax: (956) 983-5099
Email: psepulveda@co.cameron.tx.us

If to Consultant: Fagan Consulting, LLC
16001 Spillman Ranch Loop
Austin, Texas 78738
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7.3 Survival. All covenants, agreements, representations, and warranties made in this Agreement shall survive all closings under this Agreement and, to the extent expressly stated in certain Sections of this Agreement, the expiration of the Term or the early termination of this Agreement.

7.4 Governing Law. TIDS AGREEMENT IS BEING EXECUTED AND DELIVERED, AND IS INTENDED TO BE PERFORMED, IN THE STATE OF TEXAS, AND THE LAWS (OTHER THAN CONFLICT OF LAWS PROVISIONS THEREOF) OF THE STATE OF TEXAS AND OF THE UNITED STATES OF AMERICA SHALL GOVERN THE RIGHTS AND DUTIES OF THE PARTIES AND THE VALIDITY, CONSTRUCTION, ENFORCEMENT, AND INTERPRETATION OF THIS AGREEMENT.

7.5 Venue; Service of Process. Any litigation arising out of or in connection with this Agreement, whether initiated by CCRMA or Consultant, shall be brought in the district courts of Cameron County, Texas, or in the United States District Court for the Western District of Texas, Brownsville, Texas. Consultant hereby (a) irrevocably submits to the nonexclusive jurisdiction of the state and federal courts of the State of Texas and agrees and consents that service of process may be made upon its agent in any legal proceeding arising out of or in connection with this Agreement by service of process as provided by Texas Law, (b) irrevocably waives, to the fullest extent permitted by federal, state, or local law, any objection which it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Agreement brought in the district courts of Cameron County, Texas, or in the United States District Court for the Western District of Texas, Brownsville, Texas, (c) irrevocably waives any claims that any litigation brought in any such court has been brought in an inconvenient forum, and (d) irrevocably agrees that any legal proceeding against CCRMA arising out of or in connection with this Agreement shall be brought in the district courts of Cameron County, Texas, or in the United States District Court for the Western District of Texas, Brownsville, Texas. Nothing herein shall affect the Right of CCRMA to commence legal proceedings or otherwise proceed against Consultant in any jurisdiction or to serve process in any manner permitted by applicable Law.

7.6 Invalid Provisions. If any provision of this Agreement is held to be illegal,

invalid, or unenforceable, such provision shall be fully severable; this Agreement shall be construed and enforced as if such provision had never comprised a part hereof; and the remaining provisions shall remain in full force and effect and shall not be affected by such provision or by its severance. Furthermore, in lieu of such provision there shall be added automatically a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

7.7 Entirety and Amendments. THIS AGREEMENT AND ANY AND ALL EXHIBITS HERETO REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BY THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. This Agreement may be amended only by an instrument in writing executed jointly by an authorized representative of CCRMA and Consultant, and supplemented only by documents delivered or to be delivered in accordance with the express terms hereof.

7.8 Waivers. No course of dealing nor any failure or delay by CCRMA or its directors, employees, representatives, or attorneys with respect to exercising any Right of CCRMA hereunder shall operate as any waiver thereof under this Agreement. A waiver must be in writing and signed by CCRMA to be effective, and such waiver will be effective only in the specific instance and for the specific purpose for which it is given.

7.9 Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

7.10 Parties Bound; Assignments. This Agreement is binding upon, and inures to the benefit of, CCRMA and Consultant, and their respective successors and assigns; provided that Consultant may not, without the prior written consent of CCRMA, assign any Rights, duties, or obligations hereunder, and any purported assignment in violation of the foregoing shall be void and ineffective. CCRMA may assign any or all of its Rights and obligations under this Agreement at any time without the approval or consent of Consultant.

IN WITNESS WHEREOF, CCRMA and Consultant have each caused this Agreement to be signed and delivered as of the Effective Date.

CONSULTANT


Ron Fagan, Managing Member
Fagan Consulting, LLC

6-26-2014
Date

CCRMA


Pete Sepulveda, Jr., Executive Director
Cameron County Regional Mobility Authority

6.10.14
Date

EXHIBIT A

CERTIFICATE OF NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Certificate of Nondisclosure and Confidentiality Agreement ("Agreement") is made and entered into as of the Effective Date of that "Professional Consulting Services Agreement" to which it is a part, by and between Fagan Consulting, LLC ("Consultant") and Cameron County Regional Mobility Authority ("CCRMA"). In recognition of the provision of providing Confidential Information to Consultant, the parties hereto agree as follows:

1. NONDISCLOSURE. Consultant acknowledges that during the course of its relationship with the CCRMA, Consultant will acquire trade secret information, proprietary information, and/or confidential information of the CCRMA and of certain CCRMA vendors relating to the performance of Services under the Consultant's "Professional Services Agreement" effective as of January 2, 2011, including, without limitation, all financial statements, reports, analyses, compilations, data, studies and drawings, technical information, other material (in whatever form maintained, whether documentary, computer storage or otherwise), whether oral or written and regardless of the manner in which it is provided (all of such information referenced as "Confidential Information"). "Confidential Information" does not include information that is or becomes generally available to the public other than as a result of disclosure by Consultant or its representatives. Consultant acknowledges and agrees that its nondisclosure obligation applies to all Confidential Information, no matter when the Consultant obtained knowledge of or access to such Confidential Information.

To the extent permitted by the Public Information Act (Texas Government Code §552.001, *et seq.*), Consultant agrees that Consultant and its representatives will maintain in confidence and will not, during Consultant's association with the CCRMA or any time thereafter, divulge to any third party, directly or indirectly, or use any Confidential Information, whether or not in written form, except as authorized on behalf of the CCRMA. As used herein, the term "representatives" means Consultant's managers, employees, agents, and advisors. Consultant will transmit Confidential Information only to those of Consultant's representatives who need to know such Confidential Information for the purpose of Consultant's activities relating to the Services and who have been advised by Consultant of this Agreement and have agreed to be bound by the provisions hereof. Consultant recognizes that the protection of Confidential Information against unauthorized disclosure or use is of critical importance to the CCRMA.

2. RETURN OF DOCUMENTS. Consultant agrees that if Consultant's relationship with the CCRMA is terminated (for whatever reason), Consultant shall not remove or take with Consultant, but will leave with the CCRMA or immediately return to the CCRMA, all Confidential Information, work product, records, files, data, memoranda, reports, documents and other information, in whatever form (including on computer disk), and any copies thereof, relating to the Confidential Information, or if such items are not on the premises of the CCRMA, Consultant agrees to return such items immediately upon the request of the CCRMA. Consultant acknowledges that all such items are and remain the property of the CCRMA.

3. **SEVERABILITY AND REFORMATION.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of Consultant or the CCRMA under this Agreement would not be materially and adversely affected thereby, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible, and the CCRMA and Consultant hereby request the court to whom disputes relating to this Agreement are submitted to reform the otherwise unenforceable covenant in accordance with this Section.

4. **GOVERNING LAW.** This agreement will be governed by and construed in accordance with the laws of the State of Texas.

5. **PROIDBITED CONTACTS.** In addition to non-disclosure of the Confidential Information, Consultant shall not discuss with any third party not otherwise subject to a similar agreement the process, procedures, status of review, or analysis of any response to a CCRMA request for proposals (RFP) except as specifically permitted by the CCRMA Coordinator. Consultant shall not accept anything of value from any employee or representative of any firm or entity which is submitting any bid, response to request for qualifications, response to request for proposal, or is otherwise responding to any CCRMA job posting, including meals, tickets, or other gifts. Consultant shall report to the CCRMA Executive Director any offers of anything of value received from an employee or representative of a firm that is engaged in such activities before CCRMA.

6. **SURVIVAL.** The termination of Consultant's relationship with the CCRMA, for whatever reason, shall not reduce or terminate Consultant's covenants and agreements set forth herein.

7. **MODIFICATION.** This Agreement may be modified only by a written agreement signed by both parties. Any such written modification may only be signed on behalf of the CCRMA by a duly authorized agent of the CCRMA.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate of Nondisclosure and Confidentiality Agreement as of the day and year designated above.

CONSULTANT

By: 

Name: Fagan Consulting, LLC
Title: Managing Member
Fagan Consulting, LLC

CAMERON COUNTRY REGIONAL
MOBILITY AUTHORITY

By: 

Name: Pete Sepulveda, Jr.
Title: Executive Director

PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT is entered into as of June 10, 2014 (the "Effective Date"), by and between the Cameron County Regional Mobility Authority ("CCRMA") and Fagan Consulting, LLC, a Texas limited liability company ("Consultant").

RECITALS

A. CCRMA is a political subdivision of the State of Texas created pursuant to the request of Cameron County Commissioners Court, and is statutorily authorized to pursue the development of transportation projects within such county.

B. Consultant is a limited liability company organized in Texas which includes staff with extensive experience in Florida and Texas relating to the planning, design, development, and operation of electronic toll collection systems and facilities.

C. CCRMA desires to formally engage Consultant to provide certain professional services to CCRMA and desires to memorialize the terms and conditions upon which such services will be provided by Consultant, including the terms upon which Consultant will be compensated for such services.

THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, CCRMA and Consultant agree as follows:

ARTICLE ONE:

DEFINITIONS AND TERMS

1.1 Definitions. For Purposes of this Agreement, the following terms are defined as set forth in this Section 1.1:

Agreement means this Professional Consulting Services Agreement, as it may be renewed, extended, restated, amended, or supplemented from time to time.

Business Day means every day on which commercial banks in the State of Texas are open for business.

Cause means (a) a material default in the performance of Consultant's duties under this Agreement or (b) Consultant's dishonesty, willful misconduct, willful violation of any law, rule, or regulation, or action (or omission) involving moral turpitude and reflecting unfavorably upon the public image of CCRMA, or action (or omission) aiding or abetting a competitor, vendor, contractor, consultant, or supplier of CCRMA to the material disadvantage of CCRMA.

Confidential Information has the meaning given such term in Exhibit A.

Effective Date has the meaning given such term in the initial paragraph of this Agreement.

Exhibit means an exhibit attached to this Agreement unless otherwise specified

Inventions has the meaning given such term in Section 5.2.

Person means any individual, corporation, partnership, joint venture, limited liability company, government or agency of government, or other recognized legal entity.

Rights means legal and equitable rights, remedies, powers, privileges, and benefits.

Services has the meaning given such term in Section 2.2.

Taxes means all charges of any nature whatsoever imposed by any applicable federal, state, or local law.

Term means the Initial Term and any renewal or extension of the Initial Term.

1.2 Number and Gender of Words. Whenever in this Agreement the singular number is used, the same shall include the plural where appropriate and vice versa, and words of any gender shall include each other gender where appropriate.

ARTICLE TWO:

CREATION AND NATURE OF RELATIONSHIP

2.1 Engagement. Upon the terms and subject to the conditions contained in this Agreement, CCRMA engages Consultant, effective as of the Effective Date, to provide the Services (as described below) to CCRMA, and Consultant accepts such engagement and agrees to provide the Services upon such terms and subject to such conditions.

2.2 The Services. From time to time as requested by CCRMA through its Executive Director or his designee, Consultant will provide the following consulting services (collectively, the "Services") to CCRMA during the Term:

- a) Assist in direction and oversight of the design, testing, installation and maintenance of the electronic toll collection system and management of toll facilities on an on-call basis, in collaboration with the electronic toll collection system integration contractor;
- b) Assist in direction and oversight of the design and development of the electronic toll collection system, on system integrator's progress and strategic information technology issues;
- c) Assist in oversight and management of interlocal agreements with the Central Texas Regional Mobility Authority for use of their payment processor contractor and their back office;

- d) Assist in management and coordination of CCRMA's communications backbone/fiber optic network and associated contracts;
- e) Assist in management and oversight of FCC licensure for electronic toll collection system tags;
- f) Assist as requested in preparing, processing, analyzing, and recommending requests by CCRMA for vendors to provide goods and services relating to CCRMA's electronic toll collection system and facilities;
- g) Assist in management and oversight of incident management, traffic enforcement, and violation enforcement, including court relations;
- h) Assist in monitoring contractors' performance against contract provisions; works closely with contractors and internal/external legal counsel to resolve conflicts and issues, as necessary; and
- i) Provide independent, third-party advice to the CCRMA Executive Director concerning proposed CCRMA electronic toll collection system operations and related activities, as requested.

2.3 Key Personnel of Consultant. Except with written consent by the Executive Director of CCRMA, all services to CCRMA by Consultant through this Agreement will be provided exclusively through Consultant's managing member, Ron Fagan and personnel Bill Brownsberger, Greg Mack and Steve Doolin.

2.4 Scope of Services. Consultant will provide the Services solely as a contracted professional services provider to the CCRMA and on the basis of Consultant's experience and acumen.

2.5 Time and Attention to the Services. The engagement of Consultant to provide the Services is intended as a part-time engagement that will not require Consultant to devote full time and attention to the provision of the Services.

2.6 Nature of Relationship. Consultant will have no authority or power to bind CCRMA to any agreement, contract, or order, or in any other manner, without CCRMA's prior written approval. In the performance of duties under this Agreement, Consultant will be an independent contractor with the sole Right to supervise, manage, control, and direct the performance of the details incident to such duties, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture, to create the relationship of employer ~ employee, or, except as expressly set forth herein, principal ~ agent, or to otherwise create any liability for either CCRMA or Consultant with respect to any indebtedness, liabilities, or obligations of the other or of any other Person. Consultant may not, through representations or conduct, hold itself out as being anything other than a contracted professional services provider. Consultant will be free to set hours and appointments of its personnel, and, as contemplated by Section 2.4, to devote as much, or as little, time to the provision of Services as Consultant deems appropriate and which enables Consultant to satisfactorily complete the Services.

2.7 Non-Exclusivity. Nothing contained in this Agreement is intended to or shall be deemed to limit CCRMA's ability to engage other Persons to provide or perform professional services the same as or similar to the Services; and nothing contained in this Agreement is intended to or shall be deemed to limit Consultant's ability to accept engagements for the rendition of professional services from other Persons who are not competitors with CCRMA or are not seeking to secure business from the CCRMA.

ARTICLE THREE:

TERM AND TERMINATION

3.1 Term. Notwithstanding the date on which it is executed by CCRMA and Consultant, this Agreement is effective on and as of the Effective Date. It shall be renewed annually with the consent of CCRMA and the Consultant unless earlier terminated in accordance with Section 3.2.

3.2 Termination of this Agreement. This Agreement may be terminated as follows:

a. Termination by Mutual Consent. CCRMA and Consultant may terminate this Agreement at any time by written mutual consent executed by an authorized representative of CCRMA and Consultant.

b. Termination by CCRMA Without Cause. CCRMA may terminate this Agreement at any time by giving written notice of termination to Consultant not less than thirty (30) days prior to the date of termination.

c. Termination by CCRMA With Cause. CCRMA may terminate this Agreement at any time for Cause by giving written notice of termination to Consultant not less than five (5) days prior to the date of termination.

d. Termination by Consultant. Consultant may terminate this Agreement at any time by giving written notice of termination to CCRMA not less than thirty (30) days prior to the date of termination.

On the effective date of termination under this Section 3.2, Consultant will be paid (i) all then unpaid professional services fees due to Consultant under this Agreement, (ii) all then unreimbursed expenses due to Consultant under this Agreement.

ARTICLE FOUR:

COMPENSATION AND EXPENSES

4.1 Compensation. CCRMA shall compensate Consultant for providing the Services at the following rates per hour actually worked by Consultant on matters for which services are specifically requested. Consultant shall bill CCRMA on a monthly basis, and shall identify in each such invoice for each billing amount the date service was provided, number of hours billed, and provide a description of the service provided.

- Ron Fagan \$190.00
- Bill Brownsberger \$188.00
- Steve Doolin \$177.00
- Greg Mack \$168.00

Travel expenses will be reimbursed at actual cost as long as they comply with CCRMA policies.

4.2 No Withholding or Deduction. All compensation paid to Consultant pursuant to

Section 4.1 shall be paid without withholding, set off, or deduction of any kind whatsoever, except as otherwise required by applicable federal, state, or local law. Consultant will be solely responsible for the payment of any and all income Taxes or other Taxes that arise from the payment of compensation to Consultant under this Agreement.

4.3 Expenses. Unless otherwise agreed to in advance and in writing, Consultant shall be responsible for all out-of-pocket expenses incurred in connection with the provision of services hereunder.

ARTICLE FIVE:

CERTAIN COVENANTS

5.1 Confidentiality. As part of Consultant's responsibilities under this Agreement, Consultant agrees to execute a "Certificate of Nondisclosure and Confidentiality Agreement" attached to this Agreement as Exhibit A. Such agreement is hereby incorporated into and made part of this Agreement.

5.2 Inventions or Discoveries. Consultant acknowledges that during the Term, Consultant may, either individually or jointly with others, discover, conceive, make, perfect, or develop inventions, discoveries, improvements, ideas, computer programs, know-how, and/or data that result from the provision of the Services ("Inventions"). Consultant agrees to disclose and assign to CCRMA any and all such Inventions and shall promptly execute and deliver all documents necessary to vest such Rights in CCRMA.

ARTICLE SIX:

INSURANCE

6.1 Insurance. Prior to beginning the Services under the Agreement, Consultant shall obtain and furnish certificates to the CCRMA for comprehensive personal liability insurance with limits not less than \$1,000,000 for bodily injury, including those resulting in death, and \$500,000 for property damage on account of any one occurrence, with an aggregate limit of \$1,000,000.

ARTICLE SEVEN:

MISCELLANEOUS

7.1 Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not limit, amplify, or modify the terms of this Agreement.

7.2 Communications. Unless specifically otherwise provided, whenever this Agreement requires or permits any consent, approval, notice, request, or demand from one party to another, such communication must be in writing (which may be by facsimile transmission) to be effective and shall be deemed to have been given on the day actually delivered or, if mailed, on the third Business Day after it is enclosed in an envelope, addressed to the party to be notified at the address stated below, properly stamped, sealed, and deposited in the appropriate official postal service.

Until changed by notice pursuant hereto, the address and facsimile number for each party is

as follows:

If to CCRMA: Cameron County Regional Mobility Authority
1100 E. Monroe STE. 256
Brownsville, Texas 78521
Attn: Pete Sepulveda, Jr.
RMA Coordinator
Fax: (956) 983-5099
Email: psepulveda@co.cameron.tx.us

If to Consultant: Fagan Consulting, LLC
16001 Spillman Ranch Loop
Austin, Texas 78738
Fax: (512) 605-3782
Email: rfagan@faganconsulting.com

7.3 Survival. All covenants, agreements, representations, and warranties made in this Agreement shall survive all closings under this Agreement and, to the extent expressly stated in certain Sections of this Agreement, the expiration of the Term or the early termination of this Agreement.

7.4 Governing Law. TIDS AGREEMENT IS BEING EXECUTED AND DELIVERED, AND IS INTENDED TO BE PERFORMED, IN THE STATE OF TEXAS, AND THE LAWS (OTHER THAN CONFLICT OF LAWS PROVISIONS THEREOF) OF THE STATE OF TEXAS AND OF THE UNITED STATES OF AMERICA SHALL GOVERN THE RIGHTS AND DUTIES OF THE PARTIES AND THE VALIDITY, CONSTRUCTION, ENFORCEMENT, AND INTERPRETATION OF THIS AGREEMENT.

7.5 Venue; Service of Process. Any litigation arising out of or in connection with this Agreement, whether initiated by CCRMA or Consultant, shall be brought in the district courts of Cameron County, Texas, or in the United States District Court for the Western District of Texas, Brownsville, Texas. Consultant hereby (a) irrevocably submits to the nonexclusive jurisdiction of the state and federal courts of the State of Texas and agrees and consents that service of process may be made upon its agent in any legal proceeding arising out of or in connection with this Agreement by service of process as provided by Texas Law, (b) irrevocably waives, to the fullest extent permitted by federal, state, or local law, any objection which it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Agreement brought in the district courts of Cameron County, Texas, or in the United States District Court for the Western District of Texas, Brownsville, Texas, (c) irrevocably waives any claims that any litigation brought in any such court has been brought in an inconvenient forum, and (d) irrevocably agrees that any legal proceeding against CCRMA arising out of or in connection with this Agreement shall be brought in the district courts of Cameron County, Texas, or in the United States District Court for the Western District of Texas, Brownsville, Texas. Nothing herein shall affect the Right of CCRMA to commence legal proceedings or otherwise proceed against Consultant in any jurisdiction or to serve process in any manner permitted by applicable Law.

7.6 Invalid Provisions. If any provision of this Agreement is held to be illegal,

invalid, or unenforceable, such provision shall be fully severable; this Agreement shall be construed and enforced as if such provision had never comprised a part hereof; and the remaining provisions shall remain in full force and effect and shall not be affected by such provision or by its severance. Furthermore, in lieu of such provision there shall be added automatically a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

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7.8 Waivers. No course of dealing nor any failure or delay by CCRMA or its directors, employees, representatives, or attorneys with respect to exercising any Right of CCRMA hereunder shall operate as any waiver thereof under this Agreement. A waiver must be in writing and signed by CCRMA to be effective, and such waiver will be effective only in the specific instance and for the specific purpose for which it is given.

7.9 Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

7.10 Parties Bound; Assignments. This Agreement is binding upon, and inures to the benefit of, CCRMA and Consultant, and their respective successors and assigns; provided that Consultant may not, without the prior written consent of CCRMA, assign any Rights, duties, or obligations hereunder, and any purported assignment in violation of the foregoing shall be void and ineffective. CCRMA may assign any or all of its Rights and obligations under this Agreement at any time without the approval or consent of Consultant.

IN WITNESS WHEREOF, CCRMA and Consultant have each caused this Agreement to be signed and delivered as of the Effective Date.

CONSULTANT


Ron Fagan, Managing Member
Fagan Consulting, LLC

6-26-2014
Date

CCRMA


Pete Sepulveda, Jr., Executive Director
Cameron County Regional Mobility Authority

6.10.14
Date

EXHIBIT A

CERTIFICATE OF NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Certificate of Nondisclosure and Confidentiality Agreement ("Agreement") is made and entered into as of the Effective Date of that "Professional Consulting Services Agreement" to which it is a part, by and between Fagan Consulting, LLC ("Consultant") and Cameron County Regional Mobility Authority ("CCRMA"). In recognition of the provision of providing Confidential Information to Consultant, the parties hereto agree as follows:

1. NONDISCLOSURE. Consultant acknowledges that during the course of its relationship with the CCRMA, Consultant will acquire trade secret information, proprietary information, and/or confidential information of the CCRMA and of certain CCRMA vendors relating to the performance of Services under the Consultant's "Professional Services Agreement" effective as of January 2, 2011, including, without limitation, all financial statements, reports, analyses, compilations, data, studies and drawings, technical information, other material (in whatever form maintained, whether documentary, computer storage or otherwise), whether oral or written and regardless of the manner in which it is provided (all of such information referenced as "Confidential Information"). "Confidential Information" does not include information that is or becomes generally available to the public other than as a result of disclosure by Consultant or its representatives. Consultant acknowledges and agrees that its nondisclosure obligation applies to all Confidential Information, no matter when the Consultant obtained knowledge of or access to such Confidential Information.

To the extent permitted by the Public Information Act (Texas Government Code §552.001, *et seq.*), Consultant agrees that Consultant and its representatives will maintain in confidence and will not, during Consultant's association with the CCRMA or any time thereafter, divulge to any third party, directly or indirectly, or use any Confidential Information, whether or not in written form, except as authorized on behalf of the CCRMA. As used herein, the term "representatives" means Consultant's managers, employees, agents, and advisors. Consultant will transmit Confidential Information only to those of Consultant's representatives who need to know such Confidential Information for the purpose of Consultant's activities relating to the Services and who have been advised by Consultant of this Agreement and have agreed to be bound by the provisions hereof. Consultant recognizes that the protection of Confidential Information against unauthorized disclosure or use is of critical importance to the CCRMA.

2. RETURN OF DOCUMENTS. Consultant agrees that if Consultant's relationship with the CCRMA is terminated (for whatever reason), Consultant shall not remove or take with Consultant, but will leave with the CCRMA or immediately return to the CCRMA, all Confidential Information, work product, records, files, data, memoranda, reports, documents and other information, in whatever form (including on computer disk), and any copies thereof, relating to the Confidential Information, or if such items are not on the premises of the CCRMA, Consultant agrees to return such items immediately upon the request of the CCRMA. Consultant acknowledges that all such items are and remain the property of the CCRMA.

3. **SEVERABILITY AND REFORMATION.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of Consultant or the CCRMA under this Agreement would not be materially and adversely affected thereby, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible, and the CCRMA and Consultant hereby request the court to whom disputes relating to this Agreement are submitted to reform the otherwise unenforceable covenant in accordance with this Section.

4. **GOVERNING LAW.** This agreement will be governed by and construed in accordance with the laws of the State of Texas.

5. **PROHIBITED CONTACTS.** In addition to non-disclosure of the Confidential Information, Consultant shall not discuss with any third party not otherwise subject to a similar agreement the process, procedures, status of review, or analysis of any response to a CCRMA request for proposals (RFP) except as specifically permitted by the CCRMA Coordinator. Consultant shall not accept anything of value from any employee or representative of any firm or entity which is submitting any bid, response to request for qualifications, response to request for proposal, or is otherwise responding to any CCRMA job posting, including meals, tickets, or other gifts. Consultant shall report to the CCRMA Executive Director any offers of anything of value received from an employee or representative of a firm that is engaged in such activities before CCRMA.

6. **SURVIVAL.** The termination of Consultant's relationship with the CCRMA, for whatever reason, shall not reduce or terminate Consultant's covenants and agreements set forth herein.

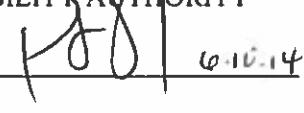
7. **MODIFICATION.** This Agreement may be modified only by a written agreement signed by both parties. Any such written modification may only be signed on behalf of the CCRMA by a duly authorized agent of the CCRMA.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate of Nondisclosure and Confidentiality Agreement as of the day and year designated above.

CONSULTANT

By:  6-24-14
Name: Fagan Consulting, LLC
Title: Managing Member
Fagan Consulting, LLC

CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY

By:  6-10-14
Name: Pete Sepulveda, Jr.
Title: Executive Director

**4-E CONSIDERATION AND APPROVAL OF AN INTERLOCAL
AGREEMENT FOR TOLL SYSTEM FOR SH 550 DIRECT
CONNECTOR BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND THE CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 11

TOLL COLLECTION SYSTEMS IMPLEMENTATION- CAMERON COUNTY RMA SH 550-DIRECT CONNECTOR TOLL PROJECT

THIS WORK AUTHORIZATION No. 11 is made pursuant to the terms and conditions of Article 1 of the GENERAL PROVISIONS, Attachment A to the original Contract for Toll System Implementation, dated April 27, 2005 (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the "Authority" or "CTRMA"), and Telvent USA, LLC, as the successor in interest to Caseta Technologies, Inc. (the "Contractor", also referred to as the "System Integrator" or "SI"), as amended February 26, 2010, and on May 2, 2011.

PART I. The Contractor will perform toll system implementation services described in Exhibit A attached hereto. The Contractor's duties and responsibilities to coordinate with the CCRMA's contracted designers and construction contractors is detailed in the Responsibility Matrix attached thereto as Exhibit C. The INTERLOCAL AGREEMENT, together with Attachments are attached hereto and made a part of this Work Authorization.

PART II. The maximum amount payable under this Work Authorization No. 11 is \$3,868,327. This amount is based generally upon the estimated fees set forth in Exhibit B, which is incorporated herein and made a part of this Work Authorization.

PART III. Payment to the Contractor for the services established under this Work Authorization No. 11 shall be made in accordance with Article 12 of the Contract, and Attachment A, Article 1 of the GENERAL PROVISIONS.

PART IV. This Work Authorization is effective _____, 2014 and shall terminate one year following System Acceptance unless extended by a supplemental Work Authorization as provided in Attachment A, Article 1 of the GENERAL PROVISIONS. The work shall be performed in accordance with the Project Schedule and Milestones as set forth in Exhibit D.

PART V. This Work Authorization No. 11 does not waive any of the parties' responsibilities and obligations provided under the Contract, and except as specifically modified by this Work Authorization No. 11, all such responsibilities and obligations remain in full force and effect.

IN WITNESS WHEREOF, this Work Authorization No. 11 is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE CONTRACTOR: Telvent USA, LLC

Signature	Date
Typed/Printed Name and Title	

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Executed for and approved by the Central Texas Regional Mobility Authority for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Signature	Date
Typed/Printed Name and Title	

LIST OF ATTACHMENTS

EXHIBIT A	SCOPE OF WORK
EXHIBIT B	FEE PROPOSAL
EXHIBIT C	RESPONSIBILITY MATRIX
EXHIBIT D	SCHEDULE
EXHIBIT E	INTERLOCAL AGREEMENT

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

TOLL COLLECTION SYSTEMS IMPLEMENTATION

CCRMA SH 550 – Direct Connector Toll Project

SCOPE OF WORK for Systems Integrator

A1.0 General

A1.01. Background

The Cameron County Regional Mobility Authority (CCRMA) approved the implementation of the proposed Toll Implementation Plan to construct additional capacity on various segments of highway network in the CCRMA Long-Range Plan as toll road facilities in conjunction with lanes for development of the SH550 tolling route. The toll road segments are in various stages of project development, design or construction by the Cameron County Regional Mobility Authority (CCRMA). It is intended that the proposed segment will be implemented by the CTRMA as part of the CCRMA Toll Road System. A tabulation of *Detailed Lane Configuration* for the Toll Collection System (TCS) as currently anticipated for the SH550 – Direct Connector Project (“the Project”) is included as part of this Exhibit A. The TCS for the Project will be all Electronic Toll Collection (ETC).

A1.02. Summary Scope of Work

The Scope of Work for this Work Authorization provides details for the procurement, installation, testing, and implementation of a complete and fully operational TCS for the Project, including all of the required communications and systems interfaces, and one (1) year of toll systems maintenance services. The Work includes the design and installation of a single bidirectional mainline tolling point (two lanes and one shoulder in each direction) and two single-lane ramps (with no shoulders). The Work also includes design, coordination, and project interface activities to facilitate the design and construction of the toll system infrastructure facilities by others on the Project. This Work Authorization also authorizes the Systems Integrator (SI) to establish and maintain relationships with a wide variety of third parties and to coordinate the designs for the proposed TCS with the Project to ensure that the construction of the toll system infrastructure facilities will be fully compatible and will meet the requirements for CCRMA’s TCS. In this role, the SI will work closely with CCRMA, CTRMA, TxDOT, and various designers and roadway contractors in developing the required TCS and network infrastructure.

A2.0 General Description – Toll Road Infrastructure and Site

A2.01. SH550 – Direct Connector

Proposed Facility: The improved corridor will include a four-lane Toll Road (Two Lanes and One Shoulder Lane in each direction). The Toll Lanes will be separated from the frontage roads by a grassed elevated median and physical barrier.

A3.0 General Description - Toll Collection System Elements

A3.01. General Requirements

The TCS for the Project, which is being designed and implemented as one of a series of separate work authorizations for the various segments of the proposed Toll Road System, generally will be fully compatible with the current SH550 Toll Road Project TCS including, Automatic Vehicle Identification (AVI), Automatic Vehicle Detection and Classification (AVDC), a Violation Enforcement System (VES) with an integrated camera and triggering system to capture referenced digital images of license plates, a Remote Online Management System (ROMS) and a Closed Circuit Television (CCTV) System for viewing of traffic and toll equipment cabinets. It is required that the System be interoperable with the other Texas ETC systems. The CCRMA contracts with the CTRMA for access to members of the Texas Statewide Interoperability Task force for CSC services for its customers.

The SI shall provide the systems, communications and bandwidth necessary for the toll transactions, images, CCTV video and system messages to be transferred and processed in a manner consistent with current toll system operations and processes.

A revised detailed tabulation of the elements of the TCS, indicating locations and basic components is attached as “*Detailed Lane Configurations*”. The general locations and layouts for the toll facilities of the Project as currently proposed are indicated on the attached schematic diagram. This diagram is based on the latest information currently available and is intended for informational purposes only. The locations are subject to change, and it should be anticipated that refinements and adjustment to the locations and layouts indicated will be required as designs for the TCS are developed further.

A4.0 General Description and Requirements - ETC Systems

For all TCS field installations on the Project, the SI will be required to provide and install the toll equipment systems and hardware for a complete, tested, and operating TCS under this Work Authorization. The principle items of work and primary components of the TCS shall include, but are not limited to:

- Design, Furnish & Install roadside cabinet enclosures, with HVAC for appropriate environmental protection and climate controls for electronic equipment;
- Design, Furnish & Install Lightning Surge Suppression System & Components for the protection of the entire TCS, including microwave-based communications/antennas and service/feeder power;

- Design, Furnish and Install microwave-based communications between the Direct Connector tolling locations and the existing toll collection system;

Note: If microwave-based communications is not feasible between the Direct Connector tolling points and the existing 1847 tolling location, Telvent will work with CCRMA to design and establish a ground-based, fiber network design and implementation. Based on the design, required installation options and estimated costs, CCRMA shall decide if the work will be performed by Telvent or CCRMA. If CCRMA directs the work to be performed by Telvent and the cost cannot be covered within the approved project budget, CCRMA will request an appropriate cost increase to the Interlocal agreement. In either case, Telvent is not responsible for 3rd party communications provider (e.g., AT&T) installation or monthly service fees.

- Design, Furnish and Install Communication System Outside, Inside, and Network Components (i.e.: Cable, Terminations, Switches, routers and other network devices) to interconnect tolling equipment at individual Direct Connector tolling points;
- Design, Furnish and Install Communication System Outside, Inside, and Network Components (i.e.: Cable, Terminations, Switches, routers and other network devices) to interconnect the two Direct Connector ramp tolling locations;
- Design, Furnish & Install ETC Lane components, including Lane Controllers, AVI, AVDC, VES and ROMS systems and hardware;
- Design, Furnish & Install a CCTV systems and hardware capable of monitoring mainline traffic at the Direct Connector tolling point and all toll equipment cabinets including ramps;
- Design, Furnish & Install all ETC Lane Equipment wiring & cable, hardware, brackets, and fasteners required to attach the ETC and CCTV equipment to the gantries provided by the Contractor;
- Design, Furnish & Install ROMs monitoring for all ETC, UPS/power and CCTV;
- Design, Furnish & Install Uninterruptible Power Supply, including wiring & cable, hardware, and ROMs interface;
- Design, Furnish & Install Portable Generator Connections for manual power switchover capability;
- Design, Furnish and Provide Portable Generators capable of providing ample power to the Direct Connector tolling points and compatible with the existing SH550 Portable Generators, and
- Provide complete testing and acceptance of all systems for the complete, fully operational TCS, furnished and installed.

A5.0 Civil Work – Toll System Infrastructure Provide by SI

For all TCS field installations on the Project, the SI will be required to complete certain civil work and provide for the design and installation of certain civil elements. The principle civil items shall include, but are not limited to:

- Design of the following:
 - In-pavement conduit and roadside junction boxes at the toll points;
 - Concrete pads for the toll equipment cabinets and required stub-ups;
 - Conduit from toll equipment cabinets to the roadside junction boxes;
 - Conduit from the power poles to the toll equipment cabinets, and
 - Access Driveways to provide for maintenance vehicles to service toll equipment cabinets under live traffic;
- Coordinate with the Roadway Contractor(s) for the placement and installation of in-pavement conduit and connected roadside ground boxes. these elements to ensure that the construction is acceptable for the TCS as designed;
- Coordinate with CCRMA for the delivery of power to the tolling locations;
- Coordinate with CCRMA and the Roadway Contractor(s) regarding the precise locations for each of the gantry structures and to provide the Roadway Contractor(s) with detailed information for the installation of the TCS equipment at all locations, and
- Coordinate with CCRMA and the Roadway Contractor(s) regarding all TCS infrastructure provided or installed by a CCRMA contractor or the Roadway Contractor(s).

For the following items, CCRMA reserves the right to provide all or part of the Civil Work described. Should CCRMA choose to provide this Work, CTRMA agrees not to invoice CCRMA for these items. Should CCRMA choose to provide a portion of this work, CTRMA will only invoice CCRMA for the portion of the Work provided by CTRMA.

- Installation of conduit and cabling required to extend power from the power poles to the toll equipment cabinets;
- Installation of concrete pads for toll equipment cabinets, including required conduit stub-ups, and
- Installation of Access Driveways to provide for maintenance vehicles to be used in servicing toll equipment cabinets and gantries under live traffic.

A6.0 Civil Work – Toll System Infrastructure Provide by Others

CCRMA, through its roadway construction contract will provide for a minimum of 60 linear feet of jointed concrete pavement at the area designated for the toll collection facilities. The pavement will be reinforced with Glass Fiber Reinforced Polymer (GFRP) bars. Transverse joints and longitudinal joints will be placed at positions equal to lane widths and as shown on the CCRMA details.

A portion of the toll system infrastructure required for the TCS will be provided and installed by others. The principle items of work and primary components of the TCS infrastructure that will be provided and installed by others shall include:

- GFRP Bar Reinforced Pavement Section;
- Retaining Walls and Coping Details;
- Drainage Features;
- Civil Site Work, including Grading, Fencing and Drainage;
- The procurement, fabrication and installation of gantries for the TCS to be located on the Project will be by others, including foundations and gantry structures. NOTE: It is the responsibility of the SI to coordinate with the Roadway Contractor(s) for the placement and installation of these elements to ensure that the construction is acceptable for the TCS as designed;
- In-pavement conduit and connected roadside ground boxes. NOTE: It is the responsibility of the SI to coordinate with the Roadway Contractor(s) for the placement and installation of these elements to ensure that the construction is acceptable for the TCS as designed;
- Power will be provided by others and terminated in an area within 500 feet of toll equipment cabinets;
- Gantry lightning protection air, terminal, Down Conductors;
- Master Ground Bus Bar, and Ground Electrodes. Equipment connection to the Ground Electrode for the toll systems cabinet enclosure Master Ground Bus Bar will be provided by Others, and
- All signing, pavement markings, traffic barriers and other roadway appurtenances.

Except as may be expressly indicated, all toll infrastructure is the responsibility of the SI.

A7.0 Coordination and Project Interface

The work related to this Work Authorization generally will include, but not be limited to:

- Design input and providing detailed information including TCS component details, dimensions and layout configurations, and specific technical requirements for elements of the proposed TCS;
- Preparation of construction/installation guidelines for various components of CCRMA's TCS;
- Review of construction documents prepared by others, and
- Attendance and participation at coordination meetings as determined by project schedule and/or as requested by CCRMA

The SI is to participate in the process for coordination which will enable the contractors and designers on the Project to obtain specific, detailed information regarding the proposed TCS components in order to complete the design/construction of the appropriate toll facilities

infrastructure. The SI will be responsible for maintaining relationships with a wide variety of third parties, including designers, roadway contractors, and various suppliers. In this role, the SI will work closely with CCRMA in developing the required network.

TCS infrastructure facilities at the Direct Connector toll locations will be provided as indicated in *Section A5.0 and Section A6.0* hereof. The SI shall fully coordinate the designs for the TCS with others and provide the required details and technical requirements to ensure that the construction of the toll system infrastructure facilities will be fully compatible and meet the requirements for CCRMA's TCS. The SI is responsible for coordinating with others and for providing all necessary details, system requirements, and reviews of construction documents to ensure that the gantries are located and configured properly to accommodate the SI's own particular system components as required to meet CCRMA TCS performance and accuracy requirements.

A7.0 Work Authorization Toll Facilities Responsibility Matrix

The SI is responsible for design and coordination of the various aspects of the TCS as identified in the *ATTACHMENT C - Toll Facilities Responsibility Matrix*, and shall work with CCRMA, TxDOT, roadway designers and contractors, and others as described herein.

A8.0 Project Schedule

The Project Schedule shall be developed to incorporate the Milestone Dates established for this Work Authorization.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

TOLL COLLECTION SYSTEMS IMPLEMENTATION

CCRMA SH 550 – Direct Connector Toll Project

FEE PROPOSAL for Systems Integrator

B1.0 Fee Proposal

This attachment provides the Fee Proposal that Telvent has developed for the Project.

B1.01. Cost

The cost for specific services and equipment, and the cost of the toll system required to collect and process tolls on the Project, shall not, without prior written consent of CTRMA, exceed the cost provided within this attachment. In order to receive prior written consent Telvent shall provide to CTRMA both the requested increase amount and a written justification. Subsequently, CTRMA will request from CCRMA an authorization for an increase in cost to the Interlocal agreement. Until formal approval is received from CCRMA, Telvent shall be at risk for any work performed, expenses incurred or equipment purchased that result in the Project costs exceeding those provided within this attachment.

B1.02. CCRMA Civil Work Option

CCRMA reserves the right to provide all or part of the Civil Work. Should CCRMA choose to provide this Work, Telvent agrees not to invoice CTRMA for this work. Should CCRMA choose to provide a portion of this work, Telvent shall only invoice CTRMA for the portion of the Work provided by Telvent.

PRICE SHEET
CCRMA Direct Connect
Toll System Installation/Integration

Task No.	Description	Qty	Unit	Unit Price (US \$'s)	Extended Price (US \$'s)
1	HW - Materials / Equipment	1	Lot	1,165,267.64	1,165,267.64
2	Program Management	1	Lot	259,567.37	259,567.37
3	SW Design & System Documentation	1	Lot	228,495.62	228,495.62
4	System SW changes to add New Roadway	1	Lot	189,012.13	189,012.13
5	System Integration & Testing (OFIT, Operational, etc.)	1	Lot	254,487.68	254,487.68
6	Installation	1	Lot	732,513.64	732,513.64
7	Approach drive & turnout (w/ embankment & culverts)	2	Ea	79,420.01	158,840.02
8	Install conduit/cable/wire/fiber	1	Lot	358,178.93	358,178.93
9	Bonding	1	LS	37,617.27	37,617.27
	TOTAL				3,383,980.28

The Pricing shown above Excludes:

- All Recurring Data Communication Costs
- Recurring 3rd-Party SW/HW Support Agreements & SW Licenses
- Spares Replenishment Costs
- Excludes System HW/SW Warranty/Maintenance Services & Support
- Taxes
- MOT

TOLL COLLECTION SYSTEMS IMPLEMENTATION

Responsibility Matrix

SH550 – Direct Connector Toll Project

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

Element/Task/Component/ Sub-system	GGRMA (TXDOT) GGRMA, Civil Designer and/or Roadway Contractor				CTRMA (TELVENT USA) System Integrator (SI)	Comments Other Responsibility/Information
	1	2	3			
TOLL COLLECTION FACILITIES						
Construction Schedule	A	A	A	C	C	
Toll System Implementation Schedule	B	B	B	A	A	
Gantry conduit, J boxes, wire ways and pull strings, and horizontal mounting brackets.	B	A	A	A	D	SI to provide locations and elevations for gantry mounted conduit, J boxes, wire ways and pull strings and horizontal mounting brackets on gantry for toll equipment mounting. Roadway Designer to incorporate into Physical Layout Design Packages. Roadway Contractor to Procure and Install. SI to design, procure and install all down-arms from the horizontal mounting brackets for the direct mounting of toll system equipment. Roadway Contractor to Support the installation within their schedule.
Gantry down-arm mounting brackets	D	D	B	A	A	
In pavement toll system conduit and junction box layouts.	A	A	A	B	B	SI to provide diagrams, locations relative to the gantries and pavement requirements (e.g., location of expansion joints, type of rebar,

TOLL COLLECTION SYSTEMS IMPLEMENTATION

Responsibility Matrix

SH550 – Direct Connector Toll Project

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

Element/Task/Component/ Sub-system	CCRMA (TXDOT) CCRMA, Civil Designer and/or Roadway Contractor	CTRMA (TELVENT USA) System Integrator (SI)	Comments Other Responsibility/Information
Toll system in-pavement loops	B	A	depth of rebar, etc.) for in pavement toll system conduit and junction box layouts. Roadway Designer to incorporate into Physical Layout Design Packages. Roadway Contractor to Support the installation within their schedule.
Concrete pads with conduit stub-ups for roadside toll equipment enclosures.	B	A	SI to design, procure and install all toll system in-pavement loops (performed after pouring and proper hardening of roadway concrete by the Roadway Contractor at the tolling points). Roadway Designer to incorporate into Physical Layout Design Packages. Roadway Contractor to Support the installation within their schedule.
	B	A	SI to design procure and install concrete pads with conduit stub-ups for roadside toll equipment enclosures. Concept Drawings provided by Designer and

TOLL COLLECTION SYSTEMS IMPLEMENTATION

Responsibility Matrix

SH550 – Direct Connector Toll Project

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

Element/Task/Component/ Sub-system	GGRMA (TXDOT) GGRMA, Civil Designer and/or Roadway Contractor	CTRMA (TELVENT USA) System Integrator (SI)			Comments Other Responsibility/Information
Conduit from meter pole to main disconnect at toll equipment enclosures.	B	B	B	A	then incorporated into Physical Layout Design Packages. Roadway Contractor to Support the installation SI to design procure and install conduit from power drop to toll equipment enclosures. Concept Drawings provided by Designer and then incorporated into Physical Layout Design Packages.
Wiring from meter pole to main disconnect at toll equipment enclosures.	B	B	B	A	SI to design procure and install conduit from power drop to toll equipment enclosures. Concept Drawings provided by Designer and then incorporated into Physical Layout Design Packages.
Roadside toll equipment enclosures with HVAC and physical security.	B	D	B	A	SI to design, procure and install 332D roadside toll equipment enclosures with HVAC and physical security.

TOLL COLLECTION SYSTEMS IMPLEMENTATION

Responsibility Matrix

SH550 – Direct Connector Toll Project

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

Element/Task/Component/ Sub-system	CCRMA (TXDOT) CCRMA, Civil Designer and/or Roadway Contractor	CTRMA (TELVENT USA) System Integrator (SI)			Comments Other Responsibility/Information
Utilities	A	A	A	B	<p>Concept Drawings provided by Designer and then incorporated into Physical Layout Design Packages.</p> <p>Roadway Contractor to Support the installation within their schedule.</p> <p>CCRMA or Roadway Contractor to furnish and install electrical service to meet specific electrical power requirements for the Toll System</p> <p>Roadway Contractor to provide necessary "clear zone" at or near ROW for installation of electrical service, including misc grading and drainage as required by service design and /or Utility.</p>
Grading	A	A	A	D	Designer to provide grading requirements. Roadway Contractor to complete all required grading.
Drainage	A	A	A	C	Designer to provide grading requirements. Roadway Contractor to complete all required drainage work.
Striping	A	A	A	D	Designer to incorporate into Striping Plan.

TOLL COLLECTION SYSTEMS IMPLEMENTATION

Responsibility Matrix

SH550 – Direct Connector Toll Project

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

Element/Task/Component/ Sub-system	CCRMA (TXDOT) CCRMA, Civil Designer and/or Roadway Contractor	CTRMA (TEL/VENT USA) System Integrator (SI)	Comments Other Responsibility/Information
			Roadway Contractor to furnish and install

SI to design, procure and install all toll system components.	C	C	A	A	A	SI to design, procure and install all toll system components, including Lane Controllers, AVI, AVDC, VES, UPS, Communications, Portable Generators and manual power cutover capability for connection to portable generators.
CCTV/DVR System	C	C	C	A	A	SI to design, procure and the CCTV/DVR to assist in system audits, monitor traffic and monitor all toll system equipment enclosures.
Wireless Intra-Tolling Location Communication	D	D	B	A	A	SI to provide communications between the Direct Connector tolling points as required and between the Direct Connector tolling points and the existing toll system as required via wireless microwave communications.
Fiber-based Intra-Tolling Location Communication (should wireless communications not be feasible)	A	A	A	B	C	Should wireless microwave communications not be feasible, CCRMA to procure and install communications between the Direct Connector tolling points and the existing system.

TOLL COLLECTION SYSTEMS IMPLEMENTATION

Responsibility Matrix

SH550 – Direct Connector Toll Project

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

Toll equipment enclosure protective Fencing/Guardrail/Bollards	B	C	C	A	A	A	SI to support the design of this system. SI to provide requirements for specific equipment clearances for Toll Collection System. SI intends to have all equipment located in planned designed clear zones
Lightning Protection & Grounding for Gantry	A	A	A	B	D	D	Designer to provide Lighting Protection System for ETC Gantry. Roadway Contractor to furnish and install Lighting Protection System for Gantry.
Lightning Protection & Grounding for toll equipment enclosure, toll system and CCTV/DVR.	C	D	B	A	A	A	SI to furnish and install Lighting Protection System for 332D roadside enclosures. SI to furnish and install ETC System lighting surge suppression system, for feeder circuits, video, detector, microwave communication antennas/system, CCTV/DVR, data and control circuits.

Responsibility Matrix

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	Install and/or Construct
	Design	Procure	
			3

OTHER									
FCC Licenses/Regulations as applies to AVI	A	D	A	A	A	B	SI to provide required documentation to permit the CCRMA to obtain the required licenses to use and or operate AVI equipment and components.		
							CCRMA to provide exhibit documents for Application and FCC Schedule D & H		
							Roadway Contractor to provide NAD83 Lat & Long, and Elevation Data		
Material On Hand Storage, Insurance, and Transfer of Ownership	D	D	D	A	A	A	SI to be responsible for storage & control of all materials and equipment until installed on site, and storage		

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

TOLL COLLECTION SYSTEMS IMPLEMENTATION

CCRMA SH 550 – Direct Connector Toll Project

Schedule for Systems Integrator

D1.0 Schedule

Telvent shall, in coordination with CCRMA and the appropriate CCRMA contractors, develop and maintain a toll system implementation schedule. Unless otherwise approved by CCRMA, Telvent shall purchase and install equipment and complete all commissioning tests in order to meet an October 1, 2014 road opening and start of tolling date for the Project.

Toll Collection Systems Implementation
Work Authorization No. 11
Attachment E

**AUTHORIZATION TO INCREASE COSTS
INTERLOCAL AGREEMENT
TOLL COLLECTION SYSTEM IMPLEMENTATION
Amendment No. 3**

DESCRIPTION:

An Interlocal Agreement between the Central Texas Regional Mobility Authority (CTRMA) and the Cameron County Regional Mobility Authority (CCRMA) for a toll collection system was made effective January 27, 2010 and extends through June 30, 2015. Within that Agreement, the CTRMA was to provide a toll collection system for CCRMA. Section II-2 "ACTIONS" and the subsequent addendums include a cost reference that cannot be exceeded without written consent of the CCRMA. CCRMA is requesting that multiple tolling locations be implemented to support the SH 550 Direct Connector Phase, similar in equipment and function to the first tolling location (1847) and second tolling location (Port Spur) toll system implementations. This document shall serve as Authorization for additional expenditures necessary for the implementation of additional toll systems as indicated below:

ITEM	DESCRIPTION	AMOUNT
Addition Item #7	Toll System Implementation – SH550 – Direct Connector (1 bi-directional mainline location, 2 Ramp locations) (Attachment B)	\$3,383,980
Addition Item #8*	Toll System Civil Work Implementation – SH550 – Direct Connector (Driveways, Pads, Conduit from Roadways to Pads, Power Provided to the Pad Sites)	\$439,347
Addition Item #9	Back-office Set-up and Testing / Public Information / Web Site Enhancements	\$30,000
Addition Item #10	Contingency and CTRMA Staff Site Visits (if necessary)	\$15,000
Authorized By This Request		\$3,868,327
Original ILA	Initial SH550 - 1847 Implementation	\$1,577,089
Previous Additions	Additions #1 - #2 – 1847 Implementation	\$59,390
Previous Additions	Additions #3 - #6 – Port Spur Implementation	\$1,577,089
New Not to Exceed Cost		\$7,081,895

* CCRMA reserves the right to provide all or part of the Civil Work described and cost estimated within this line item. Should CCRMA choose to provide this Work, CTRMA agrees not to invoice CCRMA under this line item. Should CCRMA choose to provide a portion of this work, CTRMA will only invoice CCRMA for the portion of the Work provided by CTRMA.

FOR THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By


Pete Sepulveda, Jr.
Executive Director

Date

6.10.14

**4-F CONSIDERATION AND APPROVAL OF AMENDMENT NO. 1 TO
THE TOLL COLLECTION SYSTEM MAINTENANCE AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY AND THE CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

**AUTHORIZATION TO ADJUST COSTS
INTERLOCAL AGREEMENT
TOLL COLLECTION SYSTEM MAINTENANCE
Amendment No. 1**

DESCRIPTION:

An Interlocal Agreement (ILA) between the Central Texas Regional Mobility Authority (CTRMA) and the Cameron County Regional Mobility Authority (CCRMA) for toll collection system maintenance was made effective February 22, 2012 and extends through June 30, 2015. Within that Agreement, the CTRMA was to provide toll collection system maintenance for CCRMA to support the SH550 Toll Project. Section II-2 "ACTIONS" includes a cost reference that cannot be exceeded without written consent of the CCRMA. This document shall serve as Authorization for adjusted and additional expenditures necessary for the maintenance of the toll system as indicated below.

Maintenance ILA revisions include:

1. Adjustment of toll system maintenance costs for the addition of the second segment of SH550 Toll Project – Port Spur; and
2. Adjustment of toll system maintenance costs associated with CCRMA assuming additional responsibility for certain maintenance activities previously performed by CTRMA.

Pursuant to Section III. GENERAL AND MISCELLANEOUS, Part 5 Amendments and Modifications, the Maintenance ILA is amended as follows:

Section II. ACTIONS, Part 1. Provision of Services is revised as follows:

- 1) Beginning June 1, 2013, CTRMA will no longer provide on-site Preventive Maintenance and will become the responsibility of CCRMA. On-Site support may be provided by CTRMA if requested by CCRMA or required for proper operation of the system on a time and materials basis.
- 2) Between June 1, 2013 and May 31, 2014, Year 1 Port Spur System Warranty related activities will be fulfilled, if necessary, by CTRMA/Schneider on a time and materials basis up to a maximum out of pocket for CCRMA of \$24,831.96

Section II. ACTIONS, Part 2. Toll System Maintenance Cost and Payment is revised as follows:

CCRMA SH550 HW/SW Maintenance Support - Year 1 & 2

Year 1 - June 1, 2013 - May 31, 2014

Year 2 - June 1, 2014 - May 31, 2015

	Remote Monitoring	Year 1 Monthly Recurring Cost Total	Year 2 Anticipated Monthly Recurring Cost (Increase)
FM 1847	\$ 2,347.25	\$ 2,347.25	\$ 2,417.67
Port Spur	\$ 2,347.25	\$ -	\$ 2,417.67
Monthly Subtotal		\$ 2,347.25	\$ 4,835.34
New Annual Total		\$ 28,167.00	\$ 58,024.02

Note: Year 1 Port Spur Maintenance is paid for under the Port Spur Toll System Implementation Agreement.

FOR THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By


Pete Sepulveda, Jr.
Executive Director

Date

6.10.14