

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BE IT REMEMBERED on the 16th day of June 2010, there was conducted a Special Meeting of the Cameron County Regional Mobility Authority, at the Levis Building, 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:

12:00 Noon

PRESENT:

DAVID E. ALLEX
CHAIRPERSON

MICHAEL SCAIEF
DIRECTOR

RUBEN GALLEGOS, JR.
DIRECTOR

DIRECTOR

VICTOR ALVAREZ
DIRECTOR

DAVID N. GARZA
DIRECTOR

DIRECTOR

Secretary

YOLANDA VILLALOBOS
ABSENT

FRANK PARKER, JR.
ABSENT

The meeting was called to order by Chairman David E. Alex at 12:27 P.M. At this time, the Board considered the following matters as posted and filed for Record in the Office of the County Clerk on this June 11, 2010 at 9:58 A.M.:

AGENDA

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

**Levis Building
1390 W. Expressway 77
San Benito, TX 78586**

Wednesday, June 16, 2010

12:00 Noon

ACCEPTED FOR FILING
CAMERON COUNTY
2010 JUN 11 A 9:58
JOE G. RIVERA
COUNTY CLERK

I. Public Comments

CONSENT ITEMS:

- II. Consideration and Approval of the Minutes for June 2, 2010 Special Meeting**
- III. Consideration and Approval of Contract between the Cameron County Regional Mobility Authority and McAllen Construction**
- IV. Consideration and Approval of Revenue and Expenditure Report and Financials for the month of May 2010**

ITEMS FOR DISCUSSION AND ACTION:

- V. Consideration and Acknowledgement of GEC Report for the month of May 2010**
- VI. Consideration and Approval of Work Authorization No. 28 for the Construction Engineering Inspection Services for the Olmito Switchyard Expansion Project**
- VII. Consideration and Approval of Work Authorization No. 30 for a TIGER II grant application for the East Loop Project**
- VIII. Consideration and Approval of the SH 550 Toll Project Operations and Maintenance Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation**
- IX. Consideration and Approval of Interlocal Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for offsite Construction Engineering Inspection Services**

EXECUTIVE SESSION ITEMS:

X. Executive Session:

- A. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issues with the Texas Department of Transportation regarding the Cameron County Regional Mobility Authority's projects, specifically SH 550 Toll Project and other legal issues affecting the authority, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)**
- B. Deliberation regarding real property concerning property legally described as 29.8 acres out of Share 22, Espiritu Santo Grant, Cameroun County, Texas, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072**

XI. Action relative to Executive Session

- A. Possible Action**
- B. Possible Action**

XII. Adjournment

Signed this 11th day of June, 2010



David E. Allex
Chairman

PUBLIC COMMENTS

I. PUBLIC COMMENTS

None were presented.

CONSENT ITEMS

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

Director Gallegos moved to approve Items II to IV listed below as presented. The motion was seconded by Director Alvarez and carried as follows:

- II. Consideration and Approval of the Minutes for June 2, 2010 Special Meeting**
- III. Consideration and Approval of Contract between the Cameron County Regional Mobility Authority and McAllen Construction**

The Contract is as follows:

- IV. Consideration and Approval of Revenue and Expenditure Report and Financials for the month of May 2010**

The Report is as follows:

ACTION ITEMS

V. Consideration and Acknowledgement of GEC Report for the month of May 2010

Mr. Richard Ridings with HNTB gave a report on the status of the projects. Mr. Pete Sepulveda, Jr., RMA Coordinator gave a status report on the Olmito Switchyard Expansion, West Railroad Relocation and the Veterans Bridge Expansion at Los Tomates Expansion Project.

Director Gallegos moved to acknowledge the GEC Report for the month of May 2010 as presented. The motion was seconded by Director Scaief and carried unanimously.

The Report is as follows:

VI. Consideration and Approval of Work Authorization No. 28 for the Construction Engineering Inspection Services for the Olmito Switchyard

Mr. Richard Ridings with HNTB went over this item in detail. The services performed for Work Authorization No. 28 for the Construction and Engineering Inspection Services are \$674,150.00. A discussion ensued with the Board on the services and cost of services.

Director Scaief moved to approve Work Authorization No. 28 for the Construction Engineering Inspection Services for the Olmito Switchyard. The motion was seconded by Director Alvarez and carried unanimously.

The Work Authorization is as follows:

VII. Consideration and Approval of Work Authorization No. 30 for a TIGER II grant application for the East Loop Project

Commissioner Pct. 1, Sofia C. Benavides, approached the Board in support of this item. Mr. Pete Sepulveda, Jr., RMA Coordinator gave brief information on this program. (grant application)

Director Gallegos moved to approve Work Authorization No. 30 for a TIGER II grant application for the East Loop Project as presented. The motion was seconded by Director Garza and carried unanimously.

The Work Authorization is as follows:

VIII. Consideration and Approval of the SH 550 Toll Project Operations and Maintenance Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation

Mr. Pete Sepulveda, Jr., introduced this item and presented and detailed the responsibilities of the Texas Department of Transportation and the Cameron County Regional Mobility Authority.

Director Alvarez moved to approve the SH 550 Toll Project Operations and Maintenance Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation. The motion was seconded by Director Gallegos and carried unanimously.

The Agreement is as follows:

IX. Consideration and Approval of Interlocal Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for offsite Construction Engineering Inspection Services

Mr. Richard Ridings with HNTB introduced this item and went over the purpose of the Interlocal Agreement and the need for offsite construction engineering inspection services.

Director Garza moved to approve the Interlocal Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for offsite Construction Engineering Inspection Services. The motion was seconded by Director Alvarez and carried unanimously.

The Agreement is as follows:

EXECUTIVE SESSION

X. Executive Session:

- A. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issues with the Texas Department of Transportation regarding the Cameron County Regional Mobility Authority's projects, specifically SH 550 Toll Project and other legal issues affecting the authority, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)**

Upon motion by Director Gallegos, seconded by Director Scaief and carried unanimously, this item was

TABLED.

- B. Deliberation regarding real property concerning property legally described as 29.8 acres out of Share 22, Espiritu Santo Grant, Cameron County, Texas, pursuant to Vernon Texas code Annotated (V.T.C.A.), Government Code, Section 551.072.**

Upon motion by Director Gallegos, seconded by Director Scaief and carried unanimously, this item was

TABLED.

XI. ACTION RELATIVE TO EXECUTIVE SESSION:

- A. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issues with the Texas Department of Transportation regarding the Cameron County Regional Mobility Authority's projects, specifically SH 550 Toll Project and other legal issues affecting the authority, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)**

Upon motion by Director Gallegos, seconded by Director Scaief and carried unanimously, this item was

TABLED.

- B. Deliberation regarding real property concerning property legally described as 29.8 acres out of Share 22, Espiritu Santo Grant, Cameron County, Texas, pursuant to Vernon Texas code Annotated (V.T.C.A.), Government Code, Section 551.072.**

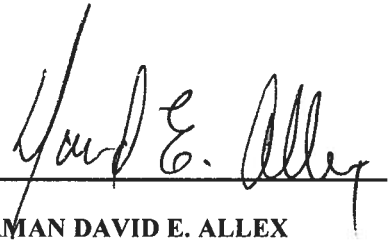
Upon motion by Director Gallegos, seconded by Director Scaief and carried unanimously, this item was

TABLED.

XII. ADJOURNMENT

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

APPROVED this 16th day of July, 2010.



CHAIRMAN DAVID E. ALLEX

ATTESTED:



SECRETARY RUBEN GALLEGOS, JR.

**III. CONSIDERATION ON APPROVAL OF CONTRACT
BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND McALLEN
CONSTRUCTION**

Cameron County Regional Mobility Authority

PORT ACCESS ROAD PROJECT

BID NO. CCRMA 2010-001

CONTRACT AGREEMENT

THIS AGREEMENT, made this 16th day of June, 2010, between the Cameron County Regional Mobility Authority, 1100 East Monroe Street, Brownsville, Texas, 78520, hereinafter called the Authority and McAllen Construction, Inc., or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with the Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, Bid No. CCRMA 2010-001, entitled Port Access Road, in the manner and to the full extent as set forth in the Plans, Standard Specifications, Special Provisions, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of the Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

This Contract is awarded on the basis of the Official Total Bid Amount based on the unit prices bid of Two Million Six Hundred Forty Nine Thousand One Hundred Forty Two dollars and Fifty Five Cents (\$2,649,142.55).

In consideration of the foregoing premise, the Authority agrees to pay the Contractor for all items of work performed and materials furnished at the amount of the unit price bid therefore in the Bid submitted for this Contract, subject to any percentage reductions in the total Contract amount that may be named in the Bid corresponding to the basis of award stated in the above paragraph, and subject to the conditions set forth in the Specifications.

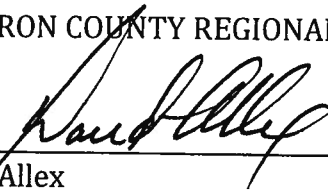
The Contractor agrees as follows:

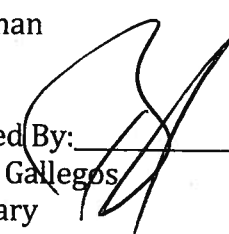
- a. I/WE will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.
- b. I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- c. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.

- d. Notices and advertisements and solicitations placed in accordance with federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.
- e. Contract Time - The Work will be Substantial Complete within one hundred six (106) working days after receipt of the initial Notice to Proceed (NTP). The Contractor will be allowed up to an additional twenty (20) working days for Final Acceptance.
- f. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.
- g. All notices to the Authority shall be sent by certified or registered mail, addressed to: Mr. Pete Sepulveda, Jr., RMA Coordinator, Cameron County Regional Mobility Authority, 1100 East Monroe Street, Brownsville, Texas 78521, or at such other address as the Authority may otherwise designate. All notices to Contractor shall be sent certified or registered mail, addressed to: Mr. Trey Pebley, Vice President, McAllen Construction, Inc., 4700 North Ware Road, McAllen, Texas 78504, or at such other address as said Contractor may otherwise designate in writing.
- h. This Agreement shall be governed by the laws of the State of Texas and venue shall be in Cameron County, Texas.

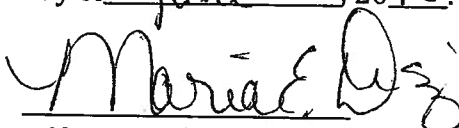
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year written above.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: 
David Alex
Chairman

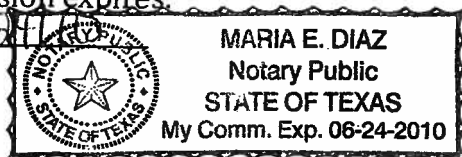
Attested By: 
Ruben Gallegos
Secretary

Sworn to and subscribed
before me this 3rd
day of June, 2010.

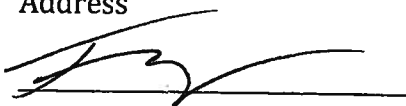

Notary Public

My commission expires: 6/24/2010

CCRMA



CONTRACTOR:
McAllen Construction, Inc.
Business Name
4700 North Ware Road McAllen, TX 78504
Address


by: Vice President
Title

(Affix Corporate Seal Here)

BID NO. CCRMA 2010-001

EVIDENCE OF CORPORATE AUTHORITY

I, Trey Pebley hereby certify that I am Secretary of McAllen Construction, Inc., a Corporation existing under the laws of the State of Texas, and that the following resolution was adopted at a meeting of the Board of Directors of the said Corporation duly called and held on the 3rd day of June, 2010, and that the same remains in full force and effect:

I further certify that McAllen Construction, Inc. is a corporation duly organized and in good standing in the State of its creation, and is fully authorized to do business in the State of Texas and is in full conformity with the Laws of the State of Texas.

IN WITNESS WHEREOF, I have hereto appended my signature and the seal of the said Corporation on this the 3rd day of June, 2010.


Secretary

SEAL

**IV. CONSIDERATION ON APPROVAL OF REVENUE AND
EXPENDITURE REPORT AND FINANCIALS FOR THE
MONTH OF MAY 2010**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Net Assets

May 31, 2010

Assets:	<u>2010</u>
Current assets:	
Cash and cash equivalents	\$ 765,022
Accounts Receivable	-
Due from other agencies	<u>193,799</u>
Total current assets	<u>958,821</u>
Capital Assets: CWIP	
Prep Public Inv. Plan	-
SPI 2nd. Causeway	1,678,618
West Loop	1,504,132
West Rail Relocation	-
East Loop	-
Port Spur	643,032
SPI 2nd. Access, Eng., Env.	496,185
West Parkway	-
State Highway 550	-
Construction work in progress	<u>4,321,968</u>
Total assets	<u><u>\$ 5,280,789</u></u>
Liabilities:	
Current liabilities:	
Accounts payable	\$ -
Due to other Entities	250,000
Deferred Revenue	8,308
Due to TxDot	<u>3,594,863</u>
Total current liabilities	<u>3,853,171</u>
Total liabilities	<u>3,853,171</u>
Net assets:	
Contributed Capital	-
Aid from Other Govt./TxDot	-
Net Assets	<u>1,427,618</u>
Total net assets	<u>1,427,618</u>
Total liabilities and net assets	<u><u>\$ 5,280,789</u></u>

PROJECT FUNDS/BOND SERIES 2010A AND SERIES 2010B

Statement of Net Assets

May 31, 2010

Assets:	<u>2010</u>
Current assets:	
Cash and cash equivalents	\$24,759,045
Accounts Receivable	-
Due from other agencies	-
Total current assets	<u>24,759,045</u>
Restricted assets	
Debt reserve/Series 2010A	1,038,587
Debt reserve/Series 2010B	1,218,154
Total restricted assets	<u>2,256,741</u>
Capital Assets: CWIP	
State Highway 550	1,240,956
Total capital assets: CWIP	<u>1,240,956</u>
Total Assets	<u>28,256,741</u>
Liabilities:	
Current liabilities:	
Accounts payable	\$ -
Due to other agencies	-
Total current liabilities	<u>-</u>
Long-term Liabilities	
Bonds Payable/Series 2010A	13,258,247
Less: Unamortized discount and issue cost	(230,637)
Bonds Payable/Series 2010B	15,408,304
Less: Unamortized discount and issue cost	<u>(179,173)</u>
Total long-term liabilities	<u>28,256,741</u>
Total Liabilities	<u>28,256,741</u>
Net assets:	
Restricted for construction projects:	
Bond Proceeds/Series 2010A	-
Bond Proceeds/Series 2010B	-
Total net assets	<u>-</u>
Total liabilities and net assets	<u><u>\$28,256,741</u></u>

Cash Disbursement Journal By GL

From 05/01/2010 To 05/31/2010

1006660

<u>Fund Dept</u>	<u>LnItem</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
REGIONAL MOBILITY AU									
110 110	6042	0000160653	HNTB CORP	00238586	05/17/2010	05/17/2010	P148891	51-40619-PL-026	20,863.90
110 110	6042			00238586	05/17/2010	05/17/2010	P149894	51-40619-DS-025	26,639.40
110 110	6042			00238586	05/17/2010	05/17/2010	P149895	51-40619-PL-027	12,714.80
								Check Total	60,218.10
110 110	6045	0000168958	C&M ASSOCIATES	00239029	05/27/2010	05/27/2010		Line Item Total	60,218.10
								51139	26,500.00
110 110	6045	0000169678	LAW OFFICE OF DANIEL L RENFRO	00238191	05/13/2010	05/13/2010	P149858	Check Total	26,500.00
								014319	280.80
								Check Total	280.80
110 110	6050	0000166064	GARCIA,DAVID	00237869	05/07/2010	05/06/2010		Line Item Total	26,780.80
								REIMB 05/03/10	523.19
110 110	6050			00238184	05/13/2010	05/13/2010		Check Total	523.19
110 110	6050			00239041	05/27/2010	05/27/2010		Check Total	30.00
110 110	6050			00237983	05/07/2010	05/07/2010		Check Total	30.00
110 110	6050	0000127024	SEPULVEDA,PETE					REIMB 05/18/10	95.00
								Check Total	95.00
								REIMB 05/06/2010	40.12
								Check Total	40.12
110 110	6070	0000119375	ROAD & BRIDGE FUND	00238778	05/21/2010	05/20/2010		Line Item Total	688.31
								CR 150-6230-4223	70,000.00
								Check Total	70,000.00
110 110	6082	0000154776	BETANCOURT,BLANCA	00238839	05/21/2010	05/21/2010		Line Item Total	70,000.00
								MAY CONTRACT	400.00
110 110	6082	0000089010	GALARZA,MARTHA	00238849	05/21/2010	05/21/2010		Check Total	400.00
110 110	6082	0000166064	GARCIA,DAVID	00238851	05/21/2010	05/21/2010	P146100	Check Total	600.00
								MAY CONTRACT	600.00
110 110	6082	0000169613	PENA,JESUS MARTIN	00238864	05/21/2010	05/21/2010		Check Total	2,083.33
110 110	6082	0000119900	ROBLES,MARIA A	00238867	05/21/2010	05/21/2010		Check Total	2,083.33
								MAY CONTRACT	200.00
								Check Total	200.00
								MAY CONTRACT	300.00
								Check Total	300.00

Cash Disbursement Journal By GL

1101100

From 05/01/2010 To 05/31/2010

<u>Fund Dept</u>	<u>LnItem</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
110 110	6082	0000166843	SAENZ,PERLA J	00238868	05/21/2010	05/21/2010		MAY CONTRACT	300.00
								Check Total	300.00
110 110	6082	0000161834	SAN MIGUEL,FRANCISCO	00238870	05/21/2010	05/21/2010		MAY CONTRACT	300.00
								Check Total	300.00
110 110	6082	0000127024	SEPULVEDA,PETE	00238871	05/21/2010	05/21/2010	P146101	MAY CONTRACT	2,083.33
								Check Total	2,083.33
110 110	6082	0000155472	VEGA,DYLBIA JEFFERIES	00238877	05/21/2010	05/21/2010		MAY CONTRACT	1,000.00
								Check Total	1,000.00
								Line Item Total	7,266.66
								Dept. Total	164,953.87

Cash Disbursement Journal By GL

1101108

From 05/01/2010 To 05/31/2010

<u>Fund</u>	<u>Dept</u>	<u>Ln</u>	<u>Item</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
110	1108	6082	0000160653		HNTB CORP	00238586	05/17/2010	05/17/2010	P145292	51-40619-PL-008	3,969.81
110	1108	6082				00238586	05/17/2010	05/17/2010	P134960	51-40619-PL-008	6,511.13
Check Total											10,480.94
Line Item Total											10,480.94
Dept. Total											10,480.94

Cash Disbursement Journal By GL
From 05/01/2010 To 05/31/2010

1101123

<u>Fund Dept</u>	<u>LnItm</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
110 1123	6082		OLMITO YARD PS&T	00238188	05/13/2010	05/13/2010	P147358	50-40619-DS-023	97,622.65
								Check Total	97,622.65
110 1123	6082			00238586	05/17/2010	05/17/2010	P147358	51-40619-DS-023	65,032.16
								Check Total	65,032.16
								Line Item Total	162,654.81
								Dept. Total	162,654.81

**V. CONSIDERATION AND ACKNOWLEDGEMENT OF
GEC REPORT FOR THE MONTH OF MAY 2010**



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

June 4, 2010

Dear Mr. Sepulveda,

The following is a summary of our progress on the subject projects for the month of May 2010.

Project Management:

General GEC

- Prepared contract correspondence and monthly GEC progress report.
- Prepared & submitted CCRMA GEC Invoice for work performed on Work Authorization Nos. 7, 8, 13, 15, 16, 17, 21, 23, 24, 25, 26 and 27.
- Updated and submitted April 2010 GEC work authorization status report.
- On May 19, Richard Ridings and Eddie Garcia attended the Special Board Meeting. Mr. Ridings presented various agenda items.
- On May 18, Richard Ridings attended a meeting with Governor Perry.
- HNTB continues to attend numerous meetings and correspond with RMA staff and others to support the RMA's efforts.

FM 509 Project (Work Authorization No. 5)

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

- TxDOT notified CCRMA this project was placed on hold due to the projected low traffic counts on the proposed 300 foot transportation corridor. TxDOT transmitted new traffic numbers. Further discussion with TxDOT is pending before continuing the environmental process for the recommended alignment of the proposed FM 509 route. HNTB is currently developing a Work Authorization for preliminary development of the Outer Parkway. This project would provide a greater economic benefit to the area and establish a corridor along similar alignment yet would continue along the North side of Cameron County to the future SPI 2nd Access. The north-south section of FM 509 would be studied once the east-west Outer Parkway is identified. FM 509 environmental studies,

constraint data, Lidar survey data, and right of way information can be utilized for this endeavor.

West Parkway Project:

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

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

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

- Continued with revisions to EA, schematic and typical section revisions/updates resulting from public outreach process (per SWA No. 4 to WA No. 7.)
- Developed and submitted recommendations for design options at the major intersections.

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

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

- This effort is complete and the contract is closed. No payment for this effort has been received.

West Rail (Work Authorization No. 16):

This Work Authorization provides additional professional services and deliverables for the West Rail Relocation project. Work includes utility coordination and evaluation, siphon extension design, DHS building site items, and surveying.

- Coordination with utility owners with conflicts along the West Rail alignment is ongoing. is continuing to discuss potential reimbursement for AEP Distribution and hosted a conference call between UPRR and Valley Municipal Utility District #2 (VMUD) to determine improvements.
- HNTB hosted a SmartBoard meeting to discuss TransMontaigne's conceptual improvements. Participants included UPRR, STV, TransMontaigne, and John Hudson.
- Cameron County Irrigation District #6 has requested that a crossing be implemented to provide the utility with access to the canal within the WestRail/north wye/south wye area.
- Coordination with the Department of Homeland Security is ongoing. DHS has provided specifications for fencing and lighting along the limits of the West Rail Bridge over the Rio Grande River. HNTB is in discussions with DHS on the impacts to the railroad and bridge.
- HNTB completed and submitted the bidding and contracting plan to CCRMA on May 19, 2010.
- HNTB completed and submitted the Bid Advertisement ads on May 24, 2010.
- HNTB configured CivCast with all the required bid documents for the West Rail project.

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

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

- A meeting was held on Friday May 7, with the Transportation Undersecretary, Oscar de Buen Richkarday, where financing of the project was directed to be allocated from the International Infrastructure Fund's Public Works Budget. Right of Way acquisition on the along the proposed Mexican alignment is reported to be 95% complete and is part of this reimbursement process.
- Arturo de las Fuentes continues to assist in the negotiations of the agreement between SCT and KCSM. The draft document is being revised with comments received by both parties. The finalized and signed agreement is expected soon.
- Approval by SCT of the 3rd Diplomatic note was expected at the Bi-National conference in San Diego on May 24th and 25th.
- Meetings pertaining to the Binational Construction Agreement were held between Cameron County and SCT for the purpose of negotiating the procedures to be followed for construction of the International Bridge.
- The 34th Technical Review meeting was held on April 23rd to review project advances on both sides of the border. The 35th Technical Review meeting is scheduled for June 4th.

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

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

- The GEC continues to develop information and attend meetings as needed to support these discussions and to support continue implementation of SH 550, and the West Parkway project.

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

This Work Authorization provides professional services and deliverables in support of the CCRMA's development of the SH 550 toll project from US 77/83 to State Highway 48 and the proposed entrance to the Port of Brownsville. Work includes the preparation of an Environmental Assessment Re-evaluation focusing on the effects of tolling the project, preparation of a wetlands report, and development of a mitigation plan/Section 404 permit application. Supplements 2 & 3 included the mitigation design and re-evaluation of the EA to include the mitigation site.

- All task items for this work authorization are complete. The executed Section 404 permit requires follow up items and continued coordination efforts; thus, a supplemental work authorization is necessary.

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

This Work Authorization provides professional services and deliverables in support of the CCRMA's tolling of the SH 550 from US 77/83 to State Highway 48 and the proposed entrance to the Port of Brownsville. Work includes the preparation of plans, specifications,

and estimates for gantry, signing, conduit, and paving required for tolling of the main lanes. These will be included in the design package that TxDOT is currently completing and plans on letting using ARRA funds early in 2010. Supplement 1 to this WA includes the development of gantry and signage plans for change order into the current project under construction at the FM 1847 overpass as well as developing a plan for toll systems integration and customer service center implementation. Supplement 2 to this WA includes the development of interlocal agreements with CTRMA and TTA for the toll system implementation and TxTAG customer service.

On May 18 a Marketing & Operations and Toll System Implementation meeting organized and facilitated by Dan Baker. The following items were discussed, coordinated and tracked:

- Marketing
 - CCRMA pay-by-mail website content and graphics
 - Coordination of all CCRMA related websites
 - Project schedule
 - Transponder Distribution
 - Marketing Period
- Operational
 - Project Schedule
 - Notification to members and testing of CCRMA InterOp Transactions
 - CCRMA pay-by-mail website development and coordination
 - CCRMA Interactive Voice Response (IVR) development and coordination
 - Toll System Operational processes between CCRMA, CTRMA, MSB and TTA
 - Cash Handling Processes
 - Financial Reconciliation
 - Training
 - Business Rules and Policies
 - Toll Payment methods from TTA and MSB to CCRMA
 - Maintenance
 - Customer Service coordination
- Toll System Implementation
 - Project Schedule
 - FCC License applications
 - Coordination of communications installation at the tolling point
 - Physical address for tolling location building

Working with CTRMA, MSB and TTA, Interlocal Agreements are continuing to be developed, including:

- Marketing and Operational Scopes of Work and Terms were developed and are being reviewed by TTA
- Maintenance scope is under development

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

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

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

- TxDOT ENV comments were addressed and the revised DEIS was submitted on April 28, 2010.
- URS has also been contracted to review the DEIS and it is anticipated that they will review after the Pharr District completes a review of the document. Once comments are received, an adjustment in the schedule will be required.
- The Biological Assessment and Archeological Surveys subcontracts were authorized. Field work will begin when ROE has been obtained.
- A meeting was held with the USFWS to discuss the Biological Assessment field methodology.
- Coordination continues with sea grass experts to evaluate possible development of a shading model to help determine possible impacts caused by the shade of the bridge.
- Refinement of the construction cost estimates and schedule continues for the recommended preferred alternative.
- Development of the schematic phase scope and fee continue. Anticipate to be presented to the board for approval in June.

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

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

Rail and Grading Plans:

- HNTB prepared scope for providing construction inspection (CI) services for this project. .

RIP Facility plans

- Continued with production towards the 90% plans.
- Continued work on local permit, off-site utilities, and north access road.
- HNTB furnished surveying files to the Contractor.

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

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

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

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

- No activity.

Port Access Road (Work Authorization No. 25):

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

- Continued coordination for utility conflicts and adjustments.
- Conducted Pre-Bid Meeting on May 11.
- Conducted Bid Opening on May 27.

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

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

- GEC continued work on the draft categorical exclusion.
- Categorical exclusion submitted for internal review.
- GEC reviewed the Section 404 Individual Permit application and supporting documentation. Coordinating with SREG, TxDOT and Corps.

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

This work authorization provides professional services and deliverables associated with reviewing and revising the 2009 application, and submitting it to TxDOT no later than May 11, 2010.

- Submitted Final Application to TxDOT on May 11, 2010.

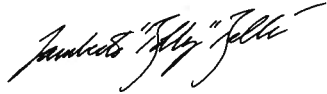
Consultant Management:

- Continued coordination with subconsultants.

Agency Coordination:

- Conducted ongoing discussions with CCRMA staff, TxDOT staff, TTA staff and subconsultants for preparation of SPI 2nd Access Project, West Parkway Project, SH 550, North Rail, and West Rail Project.

Best regards,

A handwritten signature in black ink, appearing to read "Lamberto 'Bobby' Balli".

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

cc: David Garcia
Van Short P.E.
Richard Ridings, P.E.

May Status Report

HNTB

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

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

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

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

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

Project Activity

Environmental

Status:	Project On-Hold
Recent Activity:	None
Upcoming Activity:	on hold
Outstanding Issues:	on hold

Design Status: Complete

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

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

Total: \$ -

May Status Report

HNTB

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

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

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

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

Project Activity

Environmental:	
Status:	Continued with revisions to address public meeting comments.
Recent Activity:	Continued revisions to address public meeting comments. Developed and submitted design option recommendations.
Upcoming Activity:	Continue revisions.
Outstanding Issues:	Determine traffic numbers for noise study.
Design:	
Status:	Continued preparation of updated drawings addressing Public meeting comments
Recent Activity:	Cost estimates, typical sections, exhibits
Upcoming Activity:	Complete Schematic with public meeting changes
Outstanding Issues:	Determination of overpass locations, sidewalk design, final typical section needs to be presented to TxDOT for approval
Other Traffic:	
Status:	On Hold
Recent Activity:	On Hold
Upcoming Activity:	Revise Microsimulation based on new schematic
Outstanding Issues:	3d animation is recommended - need supplement for this effort

Task	Status	Date of Anticipated Completion	% Complete
Conceptual Design	Complete	Complete	100%
Intermediate-level (level 2) Toll Feasibility	Draft Level 2 TFS complete		80%
Innovative Financing Support	Ongoing	TBD	20%
Traffic Analysis and Microsimulation	On hold	TBD	80%
Geometric Schematic	Assessing revisions	TBD	80%
Environmental Assessment Report	On hold	TBD	85%
West Loop Public Involvement Activities	Awaiting Public Hearing	TBD	70%
Surveying and Aerial Mapping	Complete	Complete	100%
Surveying	Complete	Complete	100%
Aerial Mapping	Complete	Complete	100%
Right of Entry	Complete	Complete	100%
Supp 1: Inter.Level Toll Feasibility Study	Complete	Complete	100%
Supp 1: Environmental Assessment	Assessing revisions	TBD	82%
Supp 1: Public Involvement	Complete	Complete	100%

WA Amount:	\$	1,949,052.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$	1,537,384.49	33-40619-PL-007	483	\$ (807.61)
Paid To Date:	\$	1,423,671.91	42-40619-PL-007	253	\$ 10,011.86
Unpaid Balance:	\$	113,712.58	46-40619-PL-007	182	\$ 6,524.30
			47-40619-PL-007	140	\$ 4,613.86
			48-40619-PL-007	119	\$ 4,601.13
			49-40619-PL-007	91	\$ 9,409.54
Funding Source:	TxDOT Toll Equity Funding		50-40619-PI-007	56	\$ 2,656.26
			51-40619-PI-007	28	\$ 18,921.35
			52-40619-PI-007	1	\$ 57,781.89
Total:					\$ 113,712.58

May Status Report

HNTB

Project		West Rail Relocation
Work Authorization	8	International Advisor Services
Supplemental	1	International Advisor Services
Supplemental	2	International Advisor Services
Supplemental	3	International Advisor Services
Supplemental	4	International Advisor Services
Supplemental	5	International Advisor Services

WA Cost:	\$	186,579.00
SA Cost:	\$	67,264.00
SA Cost:	\$	67,163.00
SA Cost:	\$	67,163.00
SA Cost:	\$	67,939.00
SA Cost:	\$	67,939.00
Total Cost:	\$	524,047.00

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

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

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

Project Activity

International Advisory Services

Status: Ongoing

Recent Activity: Detailed report available

Upcoming Activity: -

Outstanding Issues:

Design

Status: -

Recent Activity: -

Upcoming Activity: -

Outstanding Issues: -

Other: Project Administration

Status: Continued efforts on project administration and coordination

Recent Activity: Coordination of Mexican Agencies and presentation of Project Report to the Binational Committee -

Upcoming Activity: Continued efforts on project administration and coordination

Outstanding Issues: Need Supplemental to continue activity

Task		Status	Date Anticipated Completion	% Complete
International Services		Complete	June	100%
WA Amount:	\$ 524,047.00	Outstanding Invoice Number:	Days Old	Invoice Amount
Billed To Date:	\$ 524,047.00	52-40619-PL-008	1	\$ 10,480.94
Paid To Date:	\$ 513,566.06			
Unpaid Balance:	\$ 10,480.94			
Funding Source:	Cameron County			
Total:			\$	10,480.94

HNTB

Project		<u>South Padre Island Second Access</u>
Work Authorization	<u>12</u>	<u>Route Studies and Environmental</u>
Supplemental	<u>1</u>	<u>Economic Study</u>
Supplemental		

WA Cost:	\$	1,211,320.00
SA Cost:	\$	339,518.00
SA Cost:		
Total Cost:	\$	1,550,838.00

Description: The South Padre Island Second Access project provides engineering and environmental services associated with the development and advancement of the National Environmental Policy Act (NEPA) process. The tasks associated with the project will include the development of an environmental impact statement, alternatives development and evaluation, and related public involvement activities.

Scope: Develop Route and Design, Environmental, Public Involvement, Field Surveying and Photogrammetry studies.

Deliverable: Effort involved in conducting three Public Meetings and associated TWG meetings listed in Project Development Plan and as approved in Phase 2. Preliminary Study Methodology Memorandum. Draft and final preliminary alternative layouts. Draft and final conceptual typical sections and layouts of the reasonable corridor alternatives. Draft technical memorandum. Existing Conditions Assessment summary document. Data Collection Summary Document. Writing of initial Chapters of the NEPA Document.

Project Activity

Environmental

Status:	This phase complete
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Recent Activity: This phase complete

Upcoming Activity: Work Authorization is complete

Outstanding Issues: Outstanding invoices

Design

Status:	This phase complete
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Recent Activity: This phase complete

Upcoming Activity: Work Authorization is Complete

Outstanding Issues:	Outstanding invoices
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Economic Study

Status:	This phase complete
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Recent Activity: This phase complete

Upcoming Activity:	Work Authorization is complete
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Outstanding Issues:	Outstanding invoices
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Task			Status	Date of Anticipated Completion	% Complete
Data Collection/Existing Condition Assessment			Complete	complete	100%
Corridor Alter. Assessment & Documentation			Complete	complete	100%
Intermediate-Level Toll Feasibility Study			Methodology complete	complete	100%
Economic Study Phase 2			Complete	complete	100%
Environmental Impact Statement (EIS) Phase 2			Chapters 1,2,3 complete	complete	100%
Affected Environmental			Draft complete	complete	100%
Environmental Consequences			Not in Phase 2	complete	100%
Public Involvement and CSS			Complete	complete	100%
Field Surveying and Photogrammetry			Complete	Complete	100%
WA Amount:	\$ 1,550,838.00	Outstanding Invoice Number:	Days Old	Invoice Amount	
Billed To Date:	\$ 1,550,838.00	32-40619-PL-012	511	\$ 7,645.88	
Paid To Date:	\$ 1,618,725.25	36-40619-PL-012	385	\$ (75,533.13)	
Unpaid Balance:	\$ (67,887.25)				
Total Accrued Interest					
Funding Source:	TxDOT Toll Equity Funding				
				\$ (67,887.25)	

HNTB

WA Cost:	\$	790,903.00
SA Cost:		
SA Cost:		
Total Cost:	\$	790,903.00

Deliverable: Engineering support in the development of a PDA

GDA and Proposal Review

Outstanding Issues:

Project Development Agreement

Outstanding issues:

Task	Status	Date of Anticipated Completion	% Complete
Design Review	Initiated		10%
Specification Review	Initiated		1%
CDA Requirements/Terms/Risk Assessment	Initiated		25%
Draft Technical Requirements/Obligations	Initiated		10%
Draft Operations/Tolling Obligations	Started PDA		10%
Draft Reporting/Maintenance Obligations	Started PDA		10%
Final Reviews, Recommendations, and Presentations	Not Started		0%

		Outstanding Invoice Number	Days Old	Invoice Amount
WA Amount:	\$ 790,903.00			
Billed To Date:	\$ 183,289.45	46-40619-PL-013	182	\$ (20,580.53)
Paid To Date:	\$ 136,724.15	49-40619-PL-013	91	\$ 15,117.35
Unpaid Balance:	\$ 46,565.30	50-40619-PL-013	56	\$ 19,984.31
		51-40619-PL-013	28	\$ 19,680.32
		52-40619-PL-013	1	\$ 12,363.85
Funding Source:				
Total:	\$ 46,565.30			

May Status Report

HNTB

Project		SH 550 Re-Evaluation
Work Authorization	15	Environmental Studies
Supplemental	1	Re-Evaluation
Supplemental	2	Individual Permit
Supplemental	3	Env Site Plan Development

WA Cost: \$	402,102.00
SA Cost: \$	41,694.00
SA Cost: \$	153,932.00
SA Cost: \$	45,304.00
Total Cost: \$	643,032.00

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

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

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

Project Activity				
Environmental				
Status:	Permits Received			
Recent Activity:	Permits Received			
Upcoming Activity:	WA complete			
Outstanding Issues:				
Design				
Status:	SH 550 Bids received			
Recent Activity:	support efforts complete			
Upcoming Activity:	WA complete			
Outstanding Issues:				
Other				
Status:	-			
Recent Activity:	-			
Upcoming Activity:	-			
Outstanding Issues:	-			
Task		Status	Date of Anticipated Completion	% Complete
Environmental Assessment Doc. Preparation		Complete	complete	100%
Wetland Delineation, Permitting and Mitigation (supplement 2)		Complete	complete	100%
Public Involvement		Complete	complete	100%
PS&E plans for TxDOT (supplement 3)		complete	complete	100%
Re-evaluation of EA for mitigation property (supplement 3)		complete	complete	100%
WA Amount:	\$ 643,032.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ 643,032.00			
Paid To Date:	\$ 643,032.00			
Unpaid Balance:	\$ -			
Funding Source:	County License Plate Fees			
Total: \$				-

May Status Report

HNTB

Project		West Rail Design
Work Authorization	16	
Supplemental	1	
Supplemental	2	

WA Cost: \$	179,683.00
SA Cost: \$	138,732.00
SA Cost: \$	5,882.00
SA Cost: \$	44,070.00
SA Cost: \$	51,930.00
Total Cost: \$	420,297.00

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

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

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

Project Activity

Utility Coordination and Evaluation

Status: Ongoing

Recent Activity: Hosted conference call between UPRR and VMUD; hosted Smartboard meeting to discuss TransMontaigne conceptual drawings; continued dialogue between AEP Distribution and TxDOT

Upcoming Activity: Continue utility coordination activities

Outstanding Issues: Unpaid invoices

Siphon Extension Design

Status: Complete

Recent Activity: Complete

Upcoming Activity: Prepare for letting in July

Outstanding Issues: Unpaid invoices

DHS Building Items

Status: Ongoing

Recent Activity: Discussed with CPB fencing and lighting items

Upcoming Activity: Prepare for letting in July

Outstanding Issues: Unpaid invoices

Fencing and Lighting Supplement Items

Status: Continued changes to fencing / gate/ and lighting per DHS comments

Recent Activity: Continued changes to fencing / gate/ and lighting per DHS comments

Upcoming Activity: Complete changes to fencing/ gate and lighting and include in Bid Package

Outstanding Issues: Unpaid invoices

Task	Status	Date of Anticipated Completion	% Complete
Project Management	Ongoing	TBD	100%
Utility Coordination and Evaluation	Ongoing	TBD	99%
Siphon Extension Design	Complete	3/12/2010	100%
DHS Building Items	Ongoing	TBD	100%
Supplement items (design, noise, mitigation)	Complete	3/12/2010	100%
Supplement items (fencing, lighting, gate)	Ongoing	3/17/2010	75%
WA Amount: \$	420,297.00	Outstanding Invoice Number	Days Old
Billed To Date: \$	341,546.10	42-40619-PL-016	253
Paid To Date: \$	327,879.36	49-40619-PL-016	91
Unpaid Balance: \$	13,666.74	52-40619-PL-016	1
Funding Source:			
Total: \$		13,666.74	

May Status Report

HNTB

Project South Padre Island Phase 3A

Work Authorization ☒ 17

Supplemental ☒ 1 Affected Env & Env Consequences

Supplemental ☐

WA Cost: \$ 2,965,831.00

SA Cost: \$ 165,885.00

SA Cost: \$

Total Cost: \$ 3,131,716.00

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

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

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

Project Activity**Environmental**

Status: DEIS comments from ENV were received and responded to within 2 weeks

Recent Activity:

The Biological Assessment and Archeological Surveys subcontracts were authorized. A meeting was held with the USFWS to discuss the Biological Assessment field methodology. Coordination continues with sea grass experts to evaluate possible development of a shading model to help determine possible impacts caused by the shade of the bridge.

Upcoming Activity:

Start shade model, sea level rise analysis, respond to further comments

Outstanding Issues: Schedule slip due to delays in agency reviews

Design

Status: Complete

Recent Activity:

Support Env in responding to comments

Upcoming Activity:

Prepare scope for Schematic Development. Continue coordination with Environmental.

Outstanding Issues: Obtain approval of schematic scope and fee

Economic Study

Status: Completed draft economic study submitted in December

Recent Activity:

Coordinate with DEIS

Upcoming Activity:

Respond to comments

Outstanding Issues:

Task	Status	Date of Anticipated Completion	% Complete
Data Collection/Existing Conditional Analysis	Complete		100%
Preliminary Engineering Services	On-going		98%
Geometric Layout (Schematic Plan) Development (SWA)	NA	NA	NA
Value Engineering Participation	NA	NA	NA
Traffic Volume Development	NA	NA	NA
Innovative Financing Support	NA	NA	NA
Traffic Operational Analysis	NA	NA	NA
Economic Study	Complete		100%
Environmental Impact Statement	On-going		70%
Affected Environment and Environmental Consequences	On-going		70%
Public Involvement	Public hearing in 2010		0%
Field Surveying (SWA)	NA	NA	NA
WA Amount: \$ 3,131,716.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date: \$ 2,323,305.24	41-40619-PL-017	298	\$ (4,244.83)
Paid To Date: \$ 999,993.89	42-40619-PL-017	253	\$ 670,468.92
Unpaid Balance: \$ 1,323,311.35	43-40619-PL-017	235	\$ (88,085.71)
	44-40619-PL-017	210	\$ 147,347.98
	46-40619-PL-017	182	\$ 58,463.60
Funding Source:	47-40619-PL-017	140	\$ 189,715.72
	48-40619-PL-017	119	\$ 52,401.04
	49-40619-PL-017	91	\$ 73,519.46
	50-40619-PL-017	56	\$ 38,818.25
	51-40619-PL-017	28	\$ 97,269.18
	52-40619-PL-017	1	\$ 90,637.74
		Total:	\$ 1,326,311.35

May Status Report

HNTB

Project West Parkway Study - Public Involvement
 Work Authorization ☒ 18 _____
 Supplemental ☐ _____
 Supplemental ☐ _____

WA Cost: \$ 431,119.00
 SA Cost: \$ (43,928.00)
 SA Cost: _____
 Total Cost: \$ 387,191.00

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

Scope: The purpose of this task is to determine corridor issues and implement an informed consent process with community residents and business leaders impacted by the West Parkway project. This will be accomplished through the development of informational materials to be presented in newsletters and through the media as well as conducting neighborhood meetings, small focus group meetings, and most importantly, individual stakeholder meetings. Efforts will culminate in a second public meeting and a corridor outreach report to accompany and support the West Parkway EA findings and recommendation

Deliverable: Updated project database; display ads; opinion editorial pieces; editorial board meeting; project newsletters; neighborhood meeting materials; neighborhood meetings summary memo; small group focus meeting materials; small group focus meetings memo; individual stakeholder meeting notes; public meeting materials; corridor issues outreach report

Project Activity

Public and Media Relations

Status: Complete
 Recent Activity: Task complete
 Upcoming Activity: Task complete
 Outstanding Issues: None to date

Corridor Issues Determination

Status: Complete
 Recent Activity: complete
 Upcoming Activity: Complete
 Outstanding Issues:

Public Meeting

Status: Task complete
 Recent Activity: none - task complete
 Upcoming Activity: none - task complete
 Outstanding Issues:

Task	Status	Date of Anticipated Completion	% Complete
Public and Media Relations	Complete	11/30/2009	100%
Corridor Issues Determination	Complete	11/30/2009	100%
Public Meeting	Complete	11/30/2009	100%

WA Amount:	\$	387,191.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$	387,191.00	41-40619-PL-018	298	\$ (5,757.99)
Paid To Date:	\$	142,823.48	42-40619-PL-018	253	\$ 80,770.24
Unpaid Balance:	\$	244,367.52	43-40619-PL-018	235	\$ 21,418.99
			44-40619-PL-018	210	\$ 73,537.58
			46-40619-PL-018	182	\$ 29,962.71
			47-40619-PL-018	140	\$ 44,435.99
Funding Source:					
Total:					\$ 244,367.52

May Status Report

HNTB

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

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

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

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

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

Project Activity	
Toll Implementation	
Status:	ILA on Toll Collections was executed - coordination continues on other ILAs
Recent Activity:	Continued ILA efforts with TTA and CTRMA Weekly meetings with TTA and CTRMA Coordination with Caseta on Toll integration
Upcoming Activity:	Instigate marketing plan and begin setting up sites for TxTAG distribution and customer service.
Outstanding Issues:	Supplement need to continue coordination efforts
Design	
Status:	Construction has begun on gantry location and conduits
Recent Activity:	Complete
Upcoming Activity:	Complete
Outstanding Issues:	Oversight of toll equipment placement
Public Involvement	
Status:	Brochure for tolling and Frequently asked questions completed
Recent Activity:	Meetings with TTA on coordination with TxTag marketing. Finalized marketing plan
Upcoming Activity:	Initiate marketing efforts
Outstanding Issues:	

Task	Status	Date of Anticipated Completion	% Complete
Gantry and Conduit design	Complete	October	100%
Signing Design	Complete	October	100%
Estimates	Complete	October	100%
Toll implementation Procurement	Complete	December	100%
Toll ILA development and oversight	Ongoing	May	100%
Public Involvement	Ongoing	May	60%

WA Amount: \$	691,420.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date: \$	582,550.25	40-4061-PL-021	329	\$ 5,069.52
Paid To Date: \$		41-40619-PL-021	298	\$ 46,893.06
Unpaid Balance: \$	582,550.25	42-40619-PL-021	253	\$ 36,340.62
		43-40619-PL-021	235	\$ 58,868.80
		44-40619-PL-021	210	\$ 36,793.00
Funding Source:		46-40619-PL-021	182	\$ 73,586.00
		47-40619-PL-021	140	\$ 73,586.00
		48-40619-PL-021	119	\$ 74,686.10
		49-40619-PL-021	91	\$ 52,243.60
		50-40619-PL-021	56	\$ 82,228.05
		51-40619-PL-021	28	\$ 22,442.50
		52-40619-PL-021	1	\$ 19,813.00
Total: \$				582,550.25

May Status Report

HNTB

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

WA Cost: \$	145,519.00
SA Cost: \$	183,763.00
SA Cost: \$	41,632.00
SA Cost: \$	60,035.00
Total Cost: \$	430,949.00

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

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

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

Project Activity

Olmito Switchyard PS&E	
Status:	Repair-In-Place Facility (RIP) at 70%
Recent Activity:	Yard: Construction contract awarded. RIP: Preparing 90% Submittal
Upcoming Activity:	Yard: Supplemental for Construction Inspection Services. RIP: 90% submittal.
Outstanding Issues:	Off-site utility design, landscaping.

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

Olmito RIP PS&E			
Coordination with County and UPRR	Ongoing		70%
Coordination of Geotechnical Borings	Complete		100%
Project Control Plans	Ongoing		95%
Railroad Track Plans and Profiles	Ongoing		95%
Construction Sequencing	Ongoing		80%
Drainage Plans and Profiles	Ongoing		80%
SWPPP	Ongoing		70%
RIP Facility Building, Crew Modular Building, and Structural Plans	Ongoing		60%
RIP Facility and Crew Modular Mechanical and Plumbing Plans	Ongoing		70%
Power and Lighting Plans	Ongoing		70%
Bid Package, Specifications, Quantities, and Estimates	Ongoing		25%
Pre-bid Conference and Requests for Information	Not Started		0%
Geotechnical Studies	Ongoing		100%
Field Surveys (Olmito Yard)	Complete		100%
Field Surveys (UPRR/RVSC Harlingen Yard)	Not Started		0%

WA Amount: \$	430,949.00	Outstanding Invoice Number:	Days Old	Invoice Amount
Billed To Date: \$	388,192.90	52-40619-DS-023	1	\$ 10,879.46
Paid To Date: \$	377,313.44			
Unpaid Balance: \$	10,879.46			
Funding Source:				
Total: \$				10,879.46

HNTB

Project		SH 550 PS&E
Work Authorization	24	PS&E Phase 1
Supplemental		
Supplemental		

WA Cost: \$ 39,243.00

SA Cost: _____

SA Cost: _____

Total Cost: \$ 39,243.00

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

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

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

Project Activity

Design

Status:	Completed Phase 1
---------	-------------------

All work Complete awaiting approval of next phase

Recent Activity:

Upcoming Activity:

Start Phase 2 : PS&E

Outstanding Issues:

Supplement for Phase 2 work

Task			Status	Anticipated Completion	% Complete
Design					
Phase 1 effort			Complete		100%
General Administration			na		0%
survey			na		0%
Geotechnical Studies			na		0%
30% plans			na		0%
65% plans			na		0%
90% plans			na		0%
letting documents			na		0%
WA Amount:	\$ 39,243.00	Outstanding Invoice Number	Days Old	Invoice Amount	
Billed To Date:	\$ 39,243.00				
Paid To Date:	\$ 39,243.00				
Unpaid Balance:	\$ -				
Funding Source:					
			Total:	\$	-

May Status Report

HNTB

Project Port Entrance Road
 Work Authorization ☒ 25 PS&E development and letting support
 Supplemental ☐
 Supplemental ☐

WA Cost: \$ 157,214.00
 SA Cost:
 SA Cost:
 Total Cost: \$ 157,214.00

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

Scope: Prepare PS&E for the construction of Port Access Drive.

Deliverable: Pre-Final Plans, Specifications, and Estimates. Final Plans, Specifications, and Estimates with CCRMA comments addressed, ten (10 copies and one (1) PDF on CD. Issued for Construction plans, including incorporate Agenda, as needed.

Project Activity

Port Access Road

Status:	Plans ready for signatures
Recent Activity:	<ul style="list-style-type: none"> Advertised Initiated Utility coordination
Upcoming Activity:	<ul style="list-style-type: none"> Pre Bid meeting May 11 Opened Bids May 27 Continue Utility Coordination
Outstanding Issues:	N/A

Task		Status	Anticipated	% Complete
Port Entrance Road				
Project Management and Coordination		Complete		100%
General Administration		Complete		100%
Review Roadway Design Criteria		Complete		100%
Cost Estimate and Specifications		Complete		100%
Plans		Complete		100%
Bid Package Items		Complete		100%
Prepare for and Host Pre-Bid Meeting		Complete		100%
Receive Bids and Host Bid Opening				0%
Certify Bids				0%
Contract Execution to Awarded Contractor				0%
WA Amount:	\$ 157,214.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ 180,414.75	52-40619-PL-025	1	\$ 12,282.75
Paid To Date:	\$ 168,132.00			
Unpaid Balance:	\$ 12,282.75			
Funding Source:				
Total:				\$ 12,282.75

May Status Report

HNTB

- Bow P

Project General Brant
 Work Authorization ☒ 26
 Supplemental ☐
 Supplemental ☐

WA Cost: \$ 208,639.00
 SA Cost:
 SA Cost:
 Total Cost: \$ 208,639.00

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

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

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

Project Activity

Categorical Exclusion

Status: Ongoing

Recent Activity:

- Collecting data and writing sections of the CE.

Upcoming Activity:

- Continue reviewing CE document internally

Outstanding Issues: None

Section 404 Individual Permit

Status: Ongoing

Recent Activity:

- Reviewing the IP application and supporting documentation. Coordinating with SREG, TxDOT and Corps.

Upcoming Activity:

- Continue coordination with subs, TxDOT and Corps

Outstanding Issues: None

Task		Status	Date of Anticipated Completion	% Complete
Categorical Exclusion document preparation		Ongoing	Feb. 2011	60%
Section 404 Individual Permit (with Conceptual Mitigation Plan)		Ongoing	Feb. 2011	40%
WA Amount:	\$	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ 208,639.00	52-40619-PL-026	1	\$ 52,159.75
Paid To Date:	\$ 104,319.50			
Unpaid Balance:	\$ 52,159.75			
Funding Source:				
Total:			\$	52,159.75

May Status Report

HNTB

Project East Loop Pass Through Application
 Work Authorization ☒ 27 _____
 Supplemental ☐ _____
 Supplemental ☐ _____

WA Cost: \$ 18,164.00
 SA Cost: _____
 SA Cost: _____
 Total Cost: \$ 18,164.00

Description: This Work Authorization provides engineering services associated with the revision to the 2009 Pass Through Financing Application for the East Loop Sections 2 and 3.

Scope: This Work Authorization provides engineering services associated with gathering new and updated data related to the East Loop Project. An application will be prepared and submitted to TxDOT.

Deliverable: Electronic and hard copies of the East Loop Pass Through Financing Application.

Project Activity

Pass Through Financing Application

Status: Application was submitted on May 11, 2010

Recent Activity:

Application was drafted, reviewed, and finalized in the month of April

Upcoming Activity:

Await TxDOT response

Outstanding Issues:

Task		Status	Date of Anticipated Completion	% Complete
Application				
Project Management and Coordination		Complete	5/11/2010	100%
General Administration		Complete	5/7/2010	100%
Revise East Loop Application		Complete	5/7/2010	100%
WA Amount:	\$ 18,164.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ 18,164.00	52-40619-PL-027	1	\$ 5,449.20
Paid To Date:	\$ 12,714.80			
Unpaid Balance:	\$ 5,449.20			
Funding Source:				
Total:				\$ 5,449.20

**VI. CONSIDERATION AND APPROVAL OF WORK
AUTHORIZATION NO. 28 FOR THE CONSTRUCTION
ENGINEERING INSPECTION SERVICES FOR THE
OLMITO SWITCHYARD EXPANSION PROJECT**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

WORK AUTHORIZATION NO. 28
UPRR Olmito Yard Construction and Inspection Services

This Work Authorization No. 28 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

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

The responsibilities of the AUTHORITY, the CONSULTANT and the schedule are further detailed in Exhibits A, B, C and D.

Part 2. Without modification, the amount payable for services performed under this Lump Sum Work Authorization No. 28 is **\$674,150.00**. A fee schedule used to establish the amount payable is attached hereto as Exhibit D. The CONSULTANT may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the services actually rendered, within the total lump sum amount.

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

Although the CONSULTANT recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the services or the project; (b) conditions under which the services are required to be performed; or (c) duration of the services, if a change in the schedule warrants such adjustment in accordance with the terms of this Agreement.

Part 3. Payment to the CONSULTANT for the services established under this Work Authorization No. 28 shall be made in accordance with the Agreement.

Part 4. This Work Authorization No. 28 is effective as of May 19, 2010 and shall terminate May 31, 2011, unless extended by a Supplemental Work Authorization.

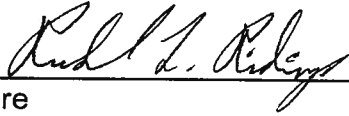
Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization No. 28 is hereby accepted and acknowledged below.

CONSULTANT:
HNTB Corporation

AUTHORITY:
Cameron County Regional Mobility Authority

By: _____
Signature



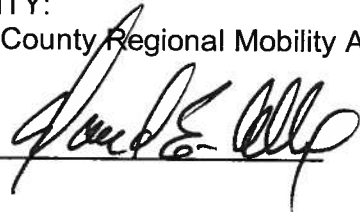
Richard L. Ridings, P.E.
Printed Name

Vice President
Title

Date

6/16/10

By: _____
Signature



David E. Allex
Printed Name

Chairman
Title

Date

6-16-10

LIST OF EXHIBITS

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

**VII. CONSIDERATION AND APPROVAL OF WORK
AUTHORIZATION NO. 30 FOR A TIGER II GRANT
APPLICATION FOR THE EAST LOOP PROJECT**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

WORK AUTHORIZATION NO. 30
TIGER II Grant Application

This Work Authorization No. 30 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

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

Support the AUTHORITY in the preparation of a grant application for the TIGER II Program. The responsibilities of the AUTHORITY, the CONSULTANT and the schedule are further detailed in Exhibits A, B, and C.

Part 2. Without modification, the amount payable for services performed under this Lump Sum Work Authorization No. 30 is **\$96,061**. A fee schedule used to establish the amount payable is attached hereto as Exhibit D. The CONSULTANT may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the services actually rendered, within the total lump sum amount.

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

Although the CONSULTANT recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the services or the project; (b) conditions under which the services are required to be performed; or (c) duration of the services, if a change in the schedule warrants such adjustment in accordance with the terms of this Agreement.

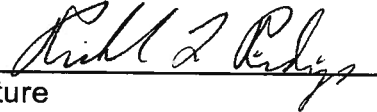
Part 3. Payment to the CONSULTANT for the services established under this Work Authorization No. 30 shall be made in accordance with the Agreement.

Part 4. This Work Authorization No. 30 is effective as of June 10, 2010 and shall terminate October 31, 2010, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization No. 30 does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization No. 30 is hereby accepted and acknowledged below.

CONSULTANT
HNTB Corporation

By: 
Signature

Richard L. Ridings, P.E.
Printed Name

Vice President
Title

6/16/10
Date

AUTHORITY:
Cameron County Regional Mobility Authority

By: 
Signature

David E. Allex
Printed Name

Chairman
Title

6-16-10
Date

LIST OF EXHIBITS

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

**VIII. CONSIDERATION AND APPROVAL OF THE SH 550
TOLL PROJECT OPERATIONS AND MAINTENANCE
AGREEMENT BETWEEN THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY AND THE TEXAS
DEPARTMENT OF TRANSPORTATION**

STATE OF TEXAS §

COUNTY OF CAMERON §

**SH 550 TOLL
PROJECT OPERATIONS & MAINTENANCE AGREEMENT**

THIS AGREEMENT, by and between the **TEXAS DEPARTMENT OF TRANSPORTATION**, an agency of the State of Texas, as authorized by the Texas Transportation Commission, hereinafter identified as "TxDOT," and the **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas, hereinafter identified as the "Authority," is executed to be effective this ____ day of _____, 2010.

WITNESSETH

WHEREAS, on June 27, 2004, Cameron County (the "County") petitioned the Texas Transportation Commission (the "Commission") for authorization to form the Cameron County Regional Mobility Authority pursuant to provisions of the Texas Transportation Code; and

WHEREAS, in Minute Order No. 109788 adopted by the Commission on September 30, 2004, the Commission authorized the creation of the Authority; and

WHEREAS, the Authority now operates pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §26.01 *et seq.* (the "RMA Rules"), as well as its own policies and procedures; and

WHEREAS, the Authority is charged with funding and developing transportation projects throughout the region to provide innovative transportation solutions, promote economic development, and improve the quality of life for residents of the region; and

WHEREAS, TxDOT and the Authority have been cooperatively developing the SH 550 project, comprised of: Segment 1, being a toll facility from approximately 1.1 miles west of FM 1847 to approximately 0.7 miles east of FM 1847 and consisting of two tolled lanes in each direction and crossing the Union Pacific Railroad tracks and FM 1847; Segment 2, being a toll facility 1.060 miles in length and consisting of one tolled lane in each direction extending 0.7 miles north of FM 3248 to the vicinity of Old Port Isabel Road; and Segment 3, being a toll facility extending from the vicinity of Old Port Isabel Road to SH 48 at the Port of Brownsville entrance, extending approximately 2.866 miles and consisting of one tolled lane in each direction, all of which are depicted on Attachment "A" (for purposes of this Agreement, the term "Project" will refer to all 3 segments of Phase 1 unless otherwise indicated); and

WHEREAS, the Project forms the initial phase of the "Ultimate Configuration" of SH 550, comprised of two additional phases which, when completed, will consist of three tolled

lanes in each direction, and two-lane nontolled frontage roads providing access to adjacent properties where appropriate, over a length of approximately 9.6 miles and terminating at SH 48 at the Port of Brownsville on the east and US 77/83 on the west; grade separated interchanges at SH 48, FM 3248, FM 1847, Old Port Isabel Road and Old Alice Road, as well as grade separations at all intersecting railroads; fully directional southbound to eastbound and westbound to northbound direct connections with US 77/83; and tolling equipment and facilities for electronic toll collection; and

WHEREAS, on February 16, 2010, the Authority exercised its option to develop the Project pursuant to Transportation Code, Sec. 228.0111(g); and

WHEREAS, in Minute Order No. 112013 dated October 29, 2009, the Commission authorized the Authority to make improvements to the state highway system in connection with a project on SH 550; and

WHEREAS, in Minute Order No. 112158, dated February 25, 2010, the Commission extended the limits of SH 550 as previously delineated in Minute Order No 112013, and authorized the Executive Director to enter into a project development agreement with the Authority for the Ultimate Configuration of the Project; and

WHEREAS, on March 8, 2010, the Authority and TxDOT executed a Project Development Agreement governing the development of Phase 1 of the Project (as defined therein); and

WHEREAS, prior to or at such time that the Ultimate Configuration is completed it is anticipated that the Authority will own the rights to the toll revenue collected on the Project and the Ultimate Configuration unless otherwise set forth in this agreement. and will maintain and operate the tolled lanes and related facilities, and TxDOT will own, maintain and operate the non-tolled frontage roads and will own the right-of-way upon which the tolled lanes and nontolled lanes are located, and the parties anticipate taking such actions as are required to transfer ownership of facilities and property as necessary to achieve the relative ownership of revenues, facilities and property as provided for above; and

WHEREAS, this Agreement is necessary to define the roles and responsibilities of the parties with respect operations and maintenance of the Project

AGREEMENT

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, TxDOT and the Authority agree as follows:

1. **Use of Right-of-Way.** Prior to such time that any right-of-way for the Project, or any portion thereof, is transferred to the Authority by TxDOT, the Authority shall have, and TxDOT hereby grants to the Authority, a license and right of entry and possession on, over, and under that portion of the right of way depicted on Attachment "B", which is incorporated into this Agreement by reference, that is owned by or subsequently acquired by TxDOT for the purpose of the construction, operation, and maintenance of the Project. Such license and rights of entry and possession shall continue until such time that the operation and maintenance of the Project is assumed by TxDOT with the Authority's consent, if ever.

2. **Commencement of Operations Responsibility.** The Authority shall operate the tolled lane facilities within the Project limits when the Project is Substantially Complete (as defined below). In the case of Segment 1, as defined in this Agreement and depicted on Attachment "A", for which tolled lanes will have been completed by TxDOT as part of the Existing Configuration (as defined in the Project Development Agreement), the Authority's responsibility for operations shall not commence until the tolled lanes are ready for revenue operation. The Authority shall perform its operations responsibilities in accordance with all applicable state and federal laws, rules, regulations, policies, procedures, and standards, and in accordance with the requirements of the Amended Market Valuation Agreement for the SH 550 Toll Project, effective February 4, 2010. The Authority's operations responsibilities following Substantial Completion shall exclude frontage roads (for which TxDOT will be responsible) but shall include all elements of operations associated with tolled lane facilities within the inside frontage road curb line (or edge of pavement if no curb) and shall include the provision, operation and maintenance of tolling equipment, the performance of toll transaction services, policing, regulation, and the operation of an electronic toll collection system including all billing and customer services functions. For purposes of this Agreement the phrase "Substantially Complete" shall mean that a segment of roadway may be used for its intended purpose (including, for tolled lanes, commencement of revenue operations); no defects or incomplete work remains which would materially interfere with the use of the roadway; the segment may be operated without damage to the Project or any property within or adjacent to the Project right-of-way; all necessary traffic control devices are installed and operational; the traffic lanes are striped; and all safety appurtenances necessary for safe operation are installed.

3. **Maintenance Responsibilities.** The Authority shall be responsible for maintenance and repair of the tolled lane facilities within the Project limits when the Project is Substantially Complete. TxDOT shall be responsible for maintenance and repair of the non-tolled lanes within the Project limits when the Project is Substantially Complete, provided that such responsibility ends at the throat of the frontage road gore point on all access ramps (as generally depicted on Attachment "B"). Maintenance and repair work shall be performed in a manner that meets or exceeds the most current "Texas Maintenance Assessment Program" minimum rating requirements for non-interstate state highways in its implementation of Government Accounting Standards Boards Statement No. 34. All maintenance shall comply with applicable federal and state environmental laws and regulations, and each party shall obtain all required environmental clearances on maintenance activities for which that party has responsibility under this Agreement. The TxDOT executive director may authorize the use of alternative maintenance standards if the executive director determines that the alternative

standards are sufficient to protect the safety of the traveling public and to protect the integrity of the transportation system.

4. **Toll System Interoperability.** The Authority will operate a toll collection system that complies with any interoperability standards formally adopted by TxDOT.

5. **Project Support.** TxDOT acknowledges its approval of, and support for, the operation of the Project by the Authority pursuant to the RMA Act. Without limiting the provisions of this Agreement, TxDOT and the Commission will take all actions reasonably requested by the Authority which are consistent with this Agreement and in furtherance of the purposes of this Agreement. Unless and until the Authority elects to abandon its efforts to operate the Project, TxDOT shall not advance any alternative to or conflicting proposal for the development of the Project. Further, in its consideration of any project that might affect the Project, TxDOT shall make good faith efforts to minimize or avoid any material adverse impact on the Project or its operations.

Nothing contained in the previous paragraph or elsewhere in this Agreement in any manner constrains the ability of TxDOT or any other party to construct, operate, permit, or support (a) any work or improvements on highway projects necessary for improved safety, maintenance or operational purposes, (b) any rail project, (c) any HOV lanes required by environmental regulatory agencies, or (d) any highway projects included in any of the following transportation plans and programs:

- (i) 2008-2011 Statewide Transportation Improvement Program (STIP);
- (ii) 2010 Unified Transportation Program (UTP); or
- (iii) the 2005-2030 Metropolitan Transportation Plan adopted by the Harlingen-San Benito Metropolitan Planning Organization (HSBMPO); or
- (iv) any future transportation plan or program adopted by the HSBMPO or a successor agency.

6. **Amendments.** Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted only through a mutually agreed upon, written amendment.

7. **Remedies.** This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. **Notices.** All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Authority:

RMA Coordinator
Cameron County Regional Mobility Authority
1390 West Expressway 83
San Benito, Tx 78586

TxDOT:

District Engineer
Texas Department of Transportation
600 West U.S. Expressway 83
Pharr, Tx 78577-1231

with a copy to:

Locke Lord Bissell & Liddell LLP
100 Congress Avenue, Suite 300
Austin, TX 78701
Attn: C. Brian Cassidy

with a copy to:

Texas Department of Transportation
125 E. Eleventh Street, 7th Floor
Austin, TX 78701
Attn: Office of General Counsel

9. **Responsibilities of the Parties.** Except for the limited purposes expressly stated herein, TxDOT and the Authority agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. **Hold Harmless.** To the extent permitted by law, each party shall save harmless the other party and its officers and employees from all claims and liability due to the materials or activities of the first party, its agents, or employees, performed under this contract that are caused by or result from error, omission, or negligent act of the first party or of any person employed by the first party. To the extent permitted by law, each party shall also save harmless the other party from any and all expense, including but not limited to attorney fees that may be incurred by other party in litigation or otherwise resisting the claim or liabilities that may be imposed on the other party as a result of such activities by the first party, its agents, or employees that are caused by or result from error, omission or negligent act of the first party or of any person employed by the first party.

11. **Compliance with Laws.** The parties shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, each party shall furnish the other with satisfactory proof of this compliance.

12. **Inspection of Books and Records.** The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to operations of the Project for such period of time as is required under applicable law.

13. **Audit Requirements.** The Authority shall comply with the audit requirements and other requirements relating to project records in 43 TEX. ADMIN. CODE § 27.55(b), including having a full audit of its books and records performed annually in accordance with the standards of OMB Circular No. A-133. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

14. **Civil Rights Compliance.** The Authority shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

15. **Disadvantaged Business Enterprise Program Requirements.** The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

16. **Debarment Certifications.** The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, each party certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract or purchase order awarded in relation to the Project to certify its eligibility to receive Federal funds and, when requested by the TxDOT or the Authority, to furnish a copy of the certification.

17. **Lobbying Certification.** In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Authority shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts

upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18. **Officials Not to Benefit.** No member or delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement or to any benefit arising therefrom. No member, officer, or employee of the State of Texas, TxDOT, the Authority, or of a local public body during his/her tenure shall have interest in this Agreement or the benefits/proceeds thereof.

19. **Gratuities.** Any person who is doing business or who may do business with TxDOT or the Authority under this Agreement or in relation to the Project may not make any offers of benefits, gifts, or favors to employees of TxDOT or the Authority. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of TxDOT or the Authority, as appropriate.

20. **Conflict of Interests.** Neither TxDOT nor the Authority shall assign an employee to the Project if the employee:

- (i) owns an interest in or is an officer or employee of a business entity that has or may have a contract with TxDOT or the Authority relating to the Project;
- (ii) has a direct or indirect financial interest in the outcome of the Project (other than as an employee of the Authority or TxDOT); or
- (iii) has performed services regarding the subject matter of the Project for an entity other than TxDOT or the Authority that has a direct or indirect financial interest in the outcome of the Project or that has or may have a contract with TxDOT or the Authority.

21. **Force Majeure or Other Events.** The Authority and TxDOT shall be excused from any delay in or failure of performance hereunder, which are caused by the following:

- (i) aircraft, or railroad incident;
- (ii) acts of terrorism;
- (iii) acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena;
- (iv) war or other national emergency; and

- (v) events and occurrences beyond the reasonable control of the Authority or TxDOT, as applicable.

22. **Insurance.** If this Agreement authorizes the Authority or its contractor to perform any work on TxDOT right of way, before beginning work the entity performing the work shall provide TxDOT with a fully executed copy of TxDOT's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on TxDOT right of way. This coverage shall be maintained until all work on TxDOT right of way is complete. If coverage is not maintained, all work on TxDOT right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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

24. **Limitations.** All covenants and obligations of TxDOT and the Authority under this Agreement shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of TxDOT or the Authority shall have any personal obligations or liability hereunder.

25. **Sole Benefit.** This Agreement is entered into for the sole benefit of TxDOT and the Authority and their respective successors and permitted assigns. Nothing in this Agreement or in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other public or private person, firm, corporation or other entity.

26. **Authorization.** Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. If and to the extent that any approval or action by the Governor of the State of Texas is required to effectuate or authorize any provision of this Agreement, TxDOT agrees that it will use all reasonable efforts to obtain said approval or action. Each signatory on behalf of TxDOT and the Authority, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

27. **Interpretation.** 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.

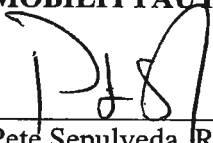
28. **Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors, including without limitation any successor agency to the Authority. Other than as provided in the preceding sentence, neither TxDOT nor the Authority shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law.

29. **Relationship of the Parties.** Nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent between TxDOT and the Authority.

30. **Sole Agreement.** This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**



Pete Sepulveda, RMA Coordinator

8.19.10

Date

THE STATE OF TEXAS

Amadeo Saenz, Jr. P.E.
Executive Director
Texas Department of Transportation

Date

**IX. CONSIDERATION AND APPROVAL OF INTERLOCAL
AGREEMENT BETWEEN THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY AND THE TEXAS
DEPARTMENT OF TRANSPORTATION FOR OFFSITE
CONSTRUCTION ENGINEERING INSPECTION
SERVICES**

**SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

RESOLUTION

WHEREAS, the Cameron County Regional Mobility Authority ("CCRMA") was created pursuant to the request of Cameron County and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 TEX. ADMIN. CODE § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, the Board of Directors of the CCRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

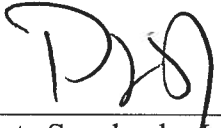
WHEREAS, the CCRMA has been working diligently to advance several projects important to the region, including the Expansion of the Olmito Switchyard; and

WHEREAS, the CCRMA is needing to enter into an Interlocal Agreement with the Texas Department of Transportation so that they may provide testing services needed for the Olmito Switchyard Expansion project.

NOW THEREFORE, BE IT RESOLVED, that the CCRMA Board of Directors hereby authorizes the RMA Coordinator to execute an Interlocal Agreement with the Texas Department of Transportation so that they may provide testing services needed for the Olmito Switchyard Expansion project.

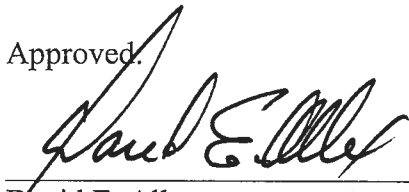
Adopted by the Board of Directors of the Cameron County Regional Mobility Authority on the 16th day of June, 2010.

Submitted and reviewed by:



Pete Sepulveda, Jr.
RMA Coordinator
Cameron County Regional Mobility Authority

Approved:



David E. Allex
Chairman, Board of Directors