THE STATE OF TEXAS §
COUNTY OF CAMERON §

BE IT REMEMBERED on the 10th day of July 2013, there was conducted a Special Meeting of the Cameron County Regional Mobility Authority, at the Dancy Courthouse thereof, in Brownsville, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

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

The meeting was called to order by Chairman David E. Allex at 12:00 Noon. At this time, the Board considered the following matters as per RMA Agenda posted and filed for Record in the Office of the County Clerk on this 5th day of July 2013 at 8:44 A.M.



AGENDA

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

Dancy Courthouse 1100 E. Monroe Brownsville, Texas 78520

Accepted for Filins in: Cameron County On: Jul 05,2013 at 08:44A

Byr Massie Pena

Wednesday, July 10, 2013

12:00 Noon

PUBLIC COMMENTS:

1. Public Comments

CONSENT ITEMS:

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

June 18, 2013 – Special Meeting

- B. Consideration and Approval of a Rental Agreement between the Cameron County Regional Mobility Authority and HNTB
- C. Consideration and Approval of Supplemental Agreement No. 1, Time Extension, to the Agreement for Professional Services between the Cameron County Regional Mobility Authority and S&B Infrastructure for the FM 803 Project
- D. Consideration and Approval of a Sponsorship for the I-69E, I-69C and I-2 Event on July 15, 2013

ITEMS FOR DISCUSSION AND ACTION:

- 3. Action Items
 - A. Approval of Claims
 - B. Discussion and Status Update of the FM 803 Realignment Project
 - C. Discussion and Status Update of the SH 550 Direct Connector Project
 - D. Consideration and Approval of Supplemental Work Authorization No. 12 to Work Authorization No. 8 with HNTB for the West Railroad Project
 - E. Consideration and Approval of Supplemental Work Authorization No. 11 to Work Authorization No. 17 with HNTB for the SPI 2nd Access Project

EXECUTIVE SESSION ITEM(S):

- 4. Executive Session
 - A. Deliberation and Discussion concerning the evaluation and duties of the Cameron County Regional Mobility Authority Coordinator, Pete Sepulveda, Jr., pursuant to V.T.C.A. Government Code, Section 551.074
- 5. Action Relative to Executive Session
 - A. Possible Action

ADJOURNMENT:

Signed this 5 day of July 2013

David E. Allex

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None were presented

CONSENT ITEMS

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

Director Esparza moved to approve Consent Items 2A through 2E below with the addition of the following language on Item 2B, at the end of Section 10 of the Rental Agreement, "to the extent permitted by the Texas Constitution and Texas State laws", and on Item 2D, authorizing the release of the check. The motion was seconded by Director Garza and carried unanimously.

2-A	Consideration and Approval of the Minutes for:
	June 18, 2013 – Special Meeting
2-В	Consideration and Approval of a Rental Agreement between the Cameron County Regional Mobility Authority and HNTB
	The Agreement is as follows:
2-C	Consideration and Approval of Supplemental Agreement No. 1, Time Extension, to the Agreement for Professional Services between the Cameron County Regional Mobility Authority and S&B Infrastructure for the FM 803 Project
	The Supplemental Agreement is as follows
2-D	Consideration and Approval of a Sponsorship for the I-69E, I-69C and I-2 Event on July 15, 2013

ACTION ITEMS

3-A Approval of Claims

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

Mr. Pete Sepulveda, Jr., RMA Coordinator introduced Claims into the record. Mr. Sepulveda recommended approval of the Claims.

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

The Claims are as follows:	

3-B Discussion and Status Update of the FM 803 Realignment Project

Mr. Pete Sepulveda, Jr., RMA Coordinator introduced the item. Mr. Mark Iglesias with S&B Infrastructure gave a Status Report on the Project. The Draft Environmental Document has been turned in to the Texas Department of Transportation (TxDOT) Pharr District Office for their review. The Project is fully funded with an August 2014 letting date. The road will be a four lane road and the intersection of FM 803 and SH 550 will remain as is.

Director Garza moved to acknowledge the Report for the FM 803 Realignment Project. The motion was seconded by Director Esparza and carried unanimously.

3-C Discussion and Status Update of the SH 550 Direct Connector Project

Mr. Pete Sepulveda, Jr., RMA Coordinator introduced the item and Mr. Daniel O. Rios, P.E. with S&B Infrastructure went over a Power Point Presentation that is attached to the minutes. Board Member Esparza requested that at next month's Status Report the Consultant include the percentage of local funds that are a part of the total payment to the Contractor.

Director Garza moved to acknowledge the Report for the SH 550 Direct Connector Project. The motion was seconded by Director Esparza and carried unanimously.

The Report is as follows:		

3-D Consideration and Approval of Supplemental Work Authorization No. 12 to Work Authorization No. 8 with HNTB for the West Railroad Project

Mr. Pete Sepulveda, Jr., RMA Coordinator introduced the item and went over the purpose of the Supplemental Work Authorization and advised the Board that the Project Schedule calls for the Project to be complete November 27, 2013. Mr. Sepulveda mentioned that if the Project is complete at that time, then the Supplemental Work Authorization will only be for 5 months. Mr. Sepulveda gave the Board a quick status of the West Rail Project in Mexico and on the U.S. side.

Director Esparza moved to approve with the addition of language to the Supplemental Work Authorization that if the Project is complete at the end of November the Supplemental Work Authorization is effective through that date (November 2013). The motion was seconded by Director Barrera and carried unanimously.

The Supplemental Work Authorization is a follows:

3-E Consideration and Approval of Supplemental Work Authorization No. 11 to Work Authorization No. 17 with HNTB for the SPI 2nd Access Project

Mr. Pete Sepulveda, Jr., RMA Coordinator introduced the item and gave the Board an update on the status of the draft Environmental Impact Statement (EIS). Mr. Sepulveda mentioned that there have been various meetings with the Federal Highway Administration (FHWA), the Texas Department of Transportation (TxDOT) Environmental (ENV) Division, Pharr TxDOT District Office and the Cameron County Regional Mobility Authority (CCRMA). Mr. Sepulveda advised the Board of the complexity of the project and the issues associated with moving forward in completing the Final EIS. He discussed the scope of the Supplemental Work Authorization and what the scope would accomplish. He gave a report on the status of hiring an Independent Project Manager that will be funded through the TxDOT Toll Equity Grant. Mr. Sepulveda mentioned that in a couple of weeks the item would be ready to be brought back to the Board for approval. In the meantime, he would add scope that needed to be added to this Supplemental Work Authorization. He advised the Board that once this scope is carried out, that the CCRMA would be ready to move forward and start meeting with the resource agencies.

Director Barrera moved to TABLE the item. The motion was seconded by Director Esparza and carried unanimously.

EXECUTIVE SESSION ITEMS

Director Esparza moved to **TABLE** this item. The motion was seconded by Director Barrera and carried unanimously.

EXECUTIVE SESSION:

4-A Deliberation and Discussion concerning the evaluation and duties of the Cameron County Regional Mobility Authority Coordinator, Pete Sepulveda, Jr., pursuant to V.T.C.A. Government Code, Section 551.074

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Garza seconded by Director Lopez and carried unanimously the meeting was **ADJOURNED** at 12:36 P.M.

APPROVED this 34th day of July 201

ATTESTED: SECRETARY RUBEN GALLEGOS, JR.

2-B CONSIDERATION AND APPROVAL OF A RENTAL AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND HNTB

OFFICE SHARING AGREEMENT

THIS AGREEMENT is made and entered into by and between **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY** (TENANT) and **HNTB CORPORATION** (HNTB) and shall become effective as of the date last executed hereinbelow

RECITALS

WHEREAS, HNTB is contracted with the TENANT for services related to various projects throughout South Texas (PROJECTS):

WHEREAS, TENANT has expressed an interest in sharing office space with HNTB at its office located at 2494 Central Blvd Brownsville, TX 78520 (Premises); and

WHEREAS, it is understood and agreed that HNTB is the lessee under a written lease effective December 30, 2010, including subsequent amendments thereto (Master Lease) wherein Wildrose Office Park, LLP. (Landlord) leased the Premises to HNTB.

WHEREAS, HNTB agrees to allow TENANT to use a portion of the Premises. TENANT's use of such space shall not be considered an assignment or subletting under the terms of the Master Lease and shall not afford TENANT any rights as a tenant or subtenant of the Office Space.

WHEREAS, HNTB desires to allow such Office Space sharing under the terms and conditions set forth in this Agreement and TENANT desires to accept the proposed office space sharing pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the Premises contained herein, the parties hereto agree to the following terms and conditions:

- 1. TENANT shall have the right to use the Premises on a month to month basis beginning June 1, 2013 and shall expire the earlier of the expiration of the Master Lease (currently June 30, 2014, unless extended hereafter) or upon the end date of HNTB's contract with TENANT.
- 2. TENANT's use of the Office Space shall be exclusively for general office purposes. TENANT shall have joint use with HNTB of common areas on an as available basis, which includes conference rooms and offices. The Office Space shall be used only for business and for no other purpose. Access to the IT server area will be restricted access.
- 3. TENANT shall make no structural alterations or additions to the Office. TENANT will keep the Office Space in good order, including the common area of the Premises, when utilized.
- 4. TENANT shall pay HNTB a monthly fee (FEE) of THREE HUNDRED AND FIFTY DOLLARS (\$350) for shared Office Space occupied by TENANT to include both one enclosed furnished office and one open furnished office space. The FEE will paid to HNTB, no later than the 5th of each month, and shall include base rent, utilities (including electrical), security system, break room costs, janitorial services, estimated taxes and operating expenses (including parking). The monthly fee shall be prorated if the TENANT occupies the space for less than ½ of a month.
- 5. While occupying the Office Space, TENANT shall abide by all requirements of the Master Lease pertaining to the use of the Premises and by all rules and regulations of the Landlord applicable to the Premises, common areas, and grounds, including but not limited to compliance with the Rules and Regulations as set forth in the Master Lease, attached hereto as Exhibit A.
- 6. TENANT agrees to comply with all policies and procedures of HNTB, attached hereto as Exhibit B, to the same extent and degree as its employees, including facility and network access restrictions and safeguards for use of the Office Space, Premises and the Property rules and regulations to the same extent HNTB is obligated to the Landlord under the Master Lease.
- 7. HNTB shall have the right to terminate this Agreement in writing after Thirty (30) days written notice at any time for its convenience or if TENANT breaches any of its obligations under this Agreement, including the obligation to adhere to policies, procedures, and facility and network access restrictions and safeguards. HNTB may immediately terminate this Agreement if such default is not cured within seven (7) days from date of notice thereof. Nothing in this Agreement shall be construed to create an assignment or sublease in the favor of TENANT. TENANT shall have the right to terminate this Agreement upon Thirty (30) days' written notice to HNTB at any time for its convenience. Upon termination of the use of the Office Space or the Premises for any reason whether by HNTB or by Landlord, TENANT shall vacate the Office Space,

remove its personal property, and restore the Office Space to the condition as of the commencement of this Agreement, with the exception of ordinary wear and tear.

- 8. TENANT shall notify HNTB of its full-time, onsite staff and any changes to the staff so that appropriate security measures can be managed. All TENANT staff and visitors shall be required to comply with the terms and conditions of this Agreement; provided, however, such use or access by others does not relieve TENANT of any obligations hereunder.
- 9. TENANT shall maintain insurance coverage of such types and with such limits as TENANT deems necessary for its own protection. No insurance coverage of any type is provided to TENANT by HNTB or its insurers for injury or damage thereto while on HNTB's property.
- 10. TENANT shall assume all risk of loss, damage and injury to TENANT, any of its employees, agents, subconsultants, or suppliers, and any property of any of the aforesaid, and hereby agrees to release, as permitted by the Texas Constitution and Texas State Law, indemnify, defend, and hold harmless, HNTB, its members, officers, and employees from and against all liabilities, claims, losses, damages and expenses against HNTB for any injury to or death of any person and/or damage to any property to the extent such liabilities, claims, losses, damages and expenses arise out of TENANT's services or use of the Office Space or the Premises, except for such liabilities, claims, losses, damages and expenses to the extent arising from HNTB's gross negligence.
- 11. TENANT and HNTB shall treat as confidential, and not disclose to any person or persons for any purpose whatsoever, any information of the other party (including, but not limited to, any and all projects, records, and other information pertaining to the operations and business affairs of the other party) not in the public domain with which it becomes familiar, in the course of, or in connection with its services and shall not use for any purpose not related to performance of their respective services, any knowledge, information or materials it acquires or becomes privy to by virtue of sharing space with the other party; without the prior written consent from the other party to do so.
- 12. TENANT shall not assign any rights or duties under this Agreement without the prior written consent of HNTB. Unless otherwise stated in the written consent, no assignment will release or discharge TENANT from any obligation under this Agreement.

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

HNTB CORPORATION	CAMERON COUNTY REGIONAL MOBILITY AUTHORIT				
By: Alechyd	By: David F. Allex				
Name: Glenn G. Gregory Jr., PE	Name: Drois F. ATUL				
Title: Vice President	Title: (hairne				
Date: 7/19/13	Date: 7.24.13				
•					
ATTACHMENTS:					

Applicable Portions of Master Lease

Applicable Policies and Procedures of HNTB

Exhibit A

Exhibit B

EXHIBIT A

HNTB CorporationEngineers Architects Planners

715 Kirk Drive Kansas City, MO 64105 Telephone (816) 472-1201 Facsimile (816) 472-4060 www.hntb.com



Jimmy Barnard
Coastal Realty
2901 Central Blvd. Suite A
Brownsville, TX 78520

June 26, 2012

RE: HNTB Corporation – Lease at 2494 Central Blvd Brownsville, TX 78520

Dear Mr. Barnard,

On December 30, 2010 8, 2006, Wildrose Office Park, LLP Properties ("Landlord") and HNTB Corporation ("Tenant") executed that certain Lease Agreement ("Lease") pursuant to which Tenant leases from Landlord certain office space located at the address referenced above. The purpose of this letter is to serve as written confirmation of our earlier agreement that, effective as of December 31, 2012 the term of the Lease shall be extended an additional 18 months.

Therefore, by execution and acceptance of this letter of amendment, the parties hereby confirm their agreement to extend the Lease term from December 31, 2012 to June 30, 2014 and the monthly base rent, payable in accordance with the terms

ACKNOWLEDGED AND AGREED

Wildrose Office Park, LLP

By: Coastal Realty, its authorized representative

Jimmy Barnard
Owner

Date: 7/5//2

HNTB Corporation

Thomas O'Grady

President - Central and West Division

Date:





Business Integrity Resource Center

All Sites

Display of the second of the s

Core Integrity Policy: 103

Business Integrity Resource Center > CIP103

HNTB

April 1, 2004

Subject:

PROFESSIONAL CONDUCT AND NO HARASSMENT POLICY

- Policy Statement: HNTB is committed to providing a work environment for all persons free of unlawful harassment, illegal discrimination, and unprofessional conduct. HNTB strictly prohibits all forms of unlawful harassment by any employee, manager, supervisor or non-employee. HNTB also prohibits unprofessional conduct and comments that may not amount to unlawful harassment. All employees are expected to use good judgment and to avoid even the appearance of impropriety in all of their dealings with other employees. Supervisory employees in particular must exhibit the highest degree of personal integrity at all times, refraining from any behavior that might be harmful to their subordinates or to HNTB.
- 2. Explanation of Policy: HNTB expects all employees to behave in a professional manner and demonstrate respect for others at all times. HNTB prohibits unlawful harassment, whether based on race, color, religion, gender, national origin, disability, citizenship status, marital status, age, sexual orientation, genetic information or other legally protected status. Harassment in all forms, whether verbal, written or physical, is strictly prohibited. Conduct that may be considered harassment includes any oral statement, written statement, or physical act in which race, color, religion, gender, national origin, disability, citizenship status, marital status, age, sexual orientation, genetic information or other legally protected status is used or implied in a manner that would make another person uncomfortable in the work environment or that would interfere with another person's ability to perform his or her job.

Prohibited conduct can take a variety of forms. It is not possible to identify each and every act that may constitute illegal harassment.

- jokes that include reference to race, religion, sexual orientation, gender or other protected characteristic;
- the display or use of objects or pictures that adversely reflect on a person's race, religion, sexual orientation, gender or other protected characteristic; or
- the use of language that is offensive due to a person's race, religion, sexual orientation, gender or other protected characteristic.

Conduct that may be considered sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, when:

 submission to the conduct is made either explicitly or implicitly a condition of employment; Pages - cip103 Page 2 of 3

 submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or

 such conduct has the purpose or effect of substantially interfering with the employee's work performance or creates an intimidating, hostile or offensive work environment.

Prohibited conduct can take a variety of forms, ranging from off-color jokes to subtle pressure for sexual activity to physical assault. It is not possible to identify each and every act that may constitute sexual harassment.

Examples of prohibited conduct include:

- Repeated or unwelcome sexual flirtations, advances, propositions, touching, remarks or requests for sexual favors;
- o Repeated verbal abuse of a sexual nature;
- o Graphic verbal comments about a person's body;
- Sexually degrading words used to describe a person;
- o The display of sexually suggestive objects or pictures;
- o Unwelcome questions or comments about private sexual matters;
- o Slurs, 'off color' jokes, or degrading comments related to gender, or
- o Demeaning, discourteous conduct, or negative stereotyping
- 3. Reporting: HNTB cannot resolve matters that are not brought to its attention. Any employee, regardless of position, who has a complaint of or who witnesses harassment or unprofessional conduct by anyone, including supervisors, managers, employees or even non-employees, has a responsibility to immediately report the matter to an immediate supervisor, the director of human resources, the business integrity office or the HNTB integrity hotline. Leadership personnel who become aware of an allegation must immediately report the situation to the business integrity office or the integrity hotline. All complaints will be promptly and thoroughly investigated. The privacy of the individuals involved will be protected to the extent possible in order to conduct a proper investigation. Any individual who in good faith makes a complaint under this policy shall not be retaliated against because of the making of the complaint.
- 4. Failure to Follow Policy: Employees will be held accountable for failure to adhere to this policy. HNTB will enforce this policy through appropriate means of discipline, including termination of employment when warranted. This statement of potential consequence in no way alters the 'at-will' employment relationship between HNTB and its employees.
- 5. Supersedes: This core integrity policy supersedes EPM 207, dated June 1, 1995

2-C CONSIDERATION AND APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1, TIME EXTENSION, TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND S&B INFRASTRUCTURE FOR THE FM 803 PROJECT

THE STATE OF TEXAS \$

COUNTY OF CAMERON\$

SUPPLEMENTAL AGREEMENT NO. 1

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY "Authority", and S&B INFRASTRUCTURE, LTD., of McAllen, Texas, hereinafter called the "Consultant".

WITNESSETH

WHEREAS, the Authority and the Consultant executed the Agreement on the 1st day of November 2011 concerning the provision of professional services consisting of an Environmental Assessment ("EA") and Programmatic Categorical Exclusion ("PCE") documentation for proposed roadway improvements to FM 803 from US 77/83 at Rancho Viejo overpass to SH 100 ("Project").

WHEREAS, Article 3.1 of the Agreement, Termination Date, establishes the termination date for the Agreement for Professional Services; and,

WHEREAS, it has become necessary to amend Article 3.1 of the Agreement, Termination Date to extend the termination date for the Agreement for Professional Services.

AGREEMENT

NOW THEREFORE, premises considered, the Authority and the Consultant agree that said Agreement is amended as follows:

1. Article 3.1 of the **Agreement**, Termination Date, is revised to extend the termination date by removing the words "on 31 July 2013" and substituting the words "on 31 July 2014".



2. All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Consultant and the Authority have caused this Supplemental Agreement 1 to the Agreement for Professional Services to be executed as of the June, 2013.

THE CONSULTANT: S&B INFRASTRUCTURE, LTD.

iss

RV.

Daniel O. Rios, PE, Senior Vice President

OWNER:

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

BY:

David Allex, Chairmar

ATTEST:

LIST OF ATTACHMENTS

None





Cameron County Regional Mobility Authority Daily Check Register 07/09/2013

AMERON COUNTY REGIO	MAL MOBILITY AUTHORITY		FY	2013				Page	1
Check No.	<u>Vendor Name</u>	Fund	Dept.	Purpose		PO#		Amount	
00001645	ADRIAN RINCONES	110	110	TSBPA CPA LICENSE FE	EE			251.00	
				Check No.	00001645	Total	251.00		
00001646	ASSOCIATION OF CERTIFIED FRAUD	110	110	CERTIFIED FRAUD EXA	MINERS	P193077		175.00	
				Check No.	00001646	Total	175.00		
00001647	BANK OF NEW YORK	110	110	Fiscal Agent Fees				3,604.00	
				Check No.	00001647	Total	3,604.00		
00001648	BREEDEN MCCUMBER	111	1124	SH 550 "FUTURE DRIVE	N" MARKETI	P168488		1,200.00	
				Check No.	00001648	Total	1,200.00		
00001649	CENTRAL TEXAS REGIONAL MOBILIT	111	1129	INTERLOCAL AGREEM	ENT	P187027		5,190.21	
			1129	INTERLOCAL AGREEM	ENT	P187027		8,027.79	
				Check No.	00001649	Total	13,218.00		
00001650	DELL FINANCIAL SERVICES	110	110	DELL P2012 PROFESSIO		P189522		118.79	
			110	TARGUS MERIDIAN II T				36.95	
				Check No.	00001650	Total	155.74		
00001651	FEDEX	110	110	Postage				11.04	
				Check No.	00001651	Total	11.04		
00001652	GENERAL FUND	110	110	Postage	ND1/ D 4 DE	2102441		36.36	
			110	8.5 X 11 IETTER SIZE CO	DPY PAPE	P192441		299.80	
				Check No.	00001652	Total	336.16		
00001653	SEPULVEDA, PEDRO	110	110	SENATE TRANSPORTA				580.16	
			110	HNTB TXDOT FEDERAL				577.70	
			110	SH550 RIBBON CUTTIN				1,249.59	
			110	RIO GRANDE VALLEY I	DAY @			1,000.00	
				Check No.	00001653	Total	3,407.45		
00001654	SULLIVAN PUBLIC AFFAIRS	110	110	GOVERNMENT RELATI	ONS	P193089		7,500.00	
				Check No.	00001654	Total	7,500.00		
Print Dat	e: 07/09/2013 Print By: HENDRICK			Total for	All Checks:	29,	858.39		



Cameron County Regional Mobility Authority Wire Transfer Register JULY 10,2013

Wire No.	<u>Vendor Name</u>	<u>Fund</u>	<u>Dept.</u>	Purpose	<u>PO#</u>	<u>Amount</u>
00000007	ANDERSON COLUMBIA CO. INC.	111	1103	SH 550 DIRECT CONNECTOR	P191282	2,031,739.24
				WIRE NO. 00000007	TOTAL	2,031,739.24

TOTAL ALL WIRES

2,031,739.24



Print Date: 07/10/2013 Print By: HENDRICK

Cameron County Regional Mobility Authority Daily Check Register 07/10/2013

FY 2013

Page 1

600.24

Check No.	Vendor Name	<u>Fund</u>	Dept.	Purpose	<u>PO#</u>	Amount
00001655	S&B INFRASTRUCTURE, LTD	111	1102 1124	WA NO. 1 WITH S&B INFRASTRUCTU WA NO. 1 WITH S&B INFRASTRUCTU		60,478.11 51,746.99
				Check No. 00001655	Total	112,225.10
00001656	SEPULVEDA,PEDRO	110	110	FEDERAL HWY ADMIN/DISTRICT		600.24

Check No. 00001656

112,825.34 Total for All Checks:

Total

3-C DISCUSSION AND STATUS UPDATE OF THE SH 550 DIRECT **CONNECTOR PROJECT**



SH 550 CONSTRUCTION UPDATE

July 10, 2013







Geotechical · Construction Material Testing

INFRASTRUCTURE, LTD.

INTE

SH 550 Key Dates

CCEIMA



2-20-2013

2-23-2013

3-4-2013

-NTP ISSUED

-ACTUAL CONST. START DATE

-FEDERAL AUDIT IN FIELD

-19.5% COMPLETE AS OF

5-24-13

6-12-13

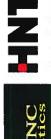
5-20-13

-MILESTONE START DATE

-PROJECTED CONST. END DATE

9-22-2014

HNTB Corporation
The HNTB Companies
Engineers Architects Planners



INFRASTRUCTURE, LTD.

Geotechical · Construction Material Testing





Federal Audit Results





U.S. Department of Transportation



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Federal Highway Administration - Texas	The second secon	a the land of
 Federal Highway	S	

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State District:	County:	Federal Project #:	State Project #:	Inspection made by:	In Company with:	Location:	Project Description:	Contractor	Contract Amount	43,991,384 52	Quality of Work	Satisfactory Unsatisfactory
Pharr	Cameron					SH 550			Š		Pro	is i
Inspection Date:	Report Date:	PTF 2012(221)	3622-01-003	Mr. Albert Hinojosa	Mr. Margil Maldonado, TxDOT	From: 0.53 mi	SH 550 Direct Connectors	Anderson	Contract Bld Days	595	Progress of Work	F Satisfactory
5/20/2013	5/24/2013				, TxDOT	From: 0.53 mi east Old Alice Road	Connectors	Anderson Columbia Co. Inc.	Date Work Started	3/4/2013	Work Completed (%)	10
Report 8:	Inspection Type:	Oversight:	□ ARRA			Pe			Narted	13	etted (%)	
-	lype: In-Depth	it: Federal	PLPA			Te: US 77 / 83			Anticipated Completion Date	9/19/2014	Time Elapsed (%)	01

EXECUTIVE SUMMARY

plans and specifications. The quality of

work is satisfactory. The DBE-CUF

appears to be performing a CUF.

Overall, the project is progressing well

Conclusion

and appears to be constructed in

substantial compliance with the approved

Scope of Inspection inspection (CUF) Project inspection-n-depth of the DBE Commercially Useful Function (CUF) Project

Observations and Recomm No recommendations.

Conclusion

Overall, the project is progressing well and appears to be constructed in substantial compliance with the approved plans and specifications. The quality of work is satisfactory. The progress of work is satisfactory. The DOE-CUF appears to be performing a CUF.

CC. 1 Original-Project File; 1 Copy - District, CST





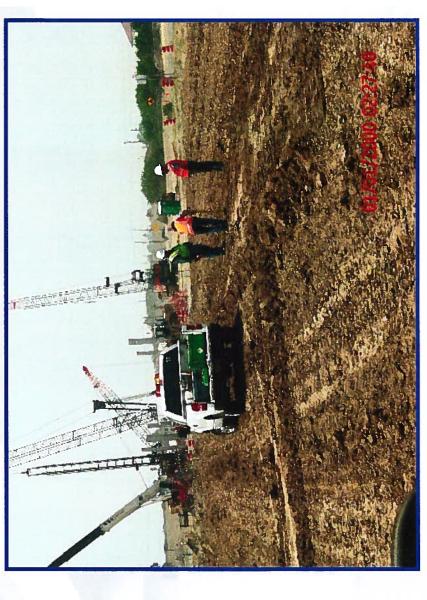
Engineers Architects Planners HNTB Corporation The HNTB Companies



EMBANKMENT Update

Total Embankment 305,077 CY Embankment Placed To Date 191,456.50 CY

% Complete To Date 62.8 %









CONCRETE PILES DRIVEN IN AT FOOTING Update

Total Piles 610 EA

Piles Driven To Date 289 EA % Complete To Date 47.4 %





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BRIDGE FOOTINGS FORMED AND POURED Update

Total Footings 58 EA Footings Poured To Date 21 EA

% Complete To Date 36.2%





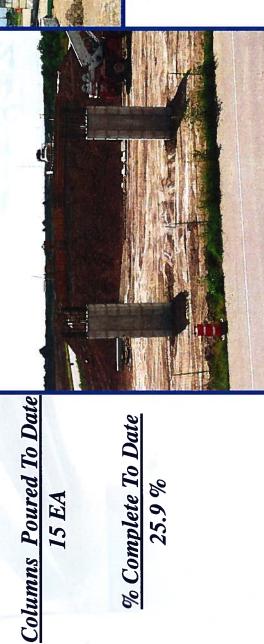






BRIDGE COLUMNS FORMED AND POURED Update

Total Columns 58 EA



% Complete To Date

15 EA

25.9 %



The HNTB Companies Engineers Architects Planners HNTB Corporation





CAPS FORMED AND POURED Update

Total Caps 37 EA

Caps Poured To Date 4 EA % Complete To Date 10.8%















Submittal of Pay Estimate # 4 – June



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Contract Days Previous Billing Days Added by Change Order Total Contract Time Contract Days this Period Onginal Contract Days Days Remaining % Contract Time Used

o 88 8 12 8

Contact Amount

Previous Payments

\$6,587,542.23

\$43,963,291.32

Balance Due this Estimate

Net Amount Earned to Date

Percentage of Contract Billed to Date

Balance of Contract

\$2,031,739.24 \$8,619,281.47 \$35,344,009.85

19.6%







Local Project Staffing



BASED ON MONTHLY ESTIMATE TO DATE

Local (RGV) Contractor Personnel - 57 Daily FTE's

Non-Local (RGV) Contractor Personnel – 1 FTE

Local (RGV) CM Personnel - 4.2 Daily FTE's

Total Personnel – 62.2 Daily FTE's





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The HNTB Companies Engineers Architects Planners

3-D CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK AUTHORIZATION NO. 12 TO WORK AUTHORIZATION NO. 8 WITH HNTB FOR THE WEST RAILROAD PROJECT

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

General Engineering Consultant Services

SUPPLEMENTAL WORK AUTHORIZATION NO. 12 WORK AUTHORIZATION NO. 8 West Rail International Advisor Services

This Supplemental Work Authorization No. 12 to Work Authorization No. 8 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 consulting services:

Services to Work Authorization No. 8 are unchanged and remain in full force and effect.

- **Part 2.** Without modification, the maximum amount payable under this Lump Sum Supplemental Work Authorization No. 12 to Work Authorization No. 8 is hereby increased by \$69,924.00 or from \$ 936,060.00 to \$1,005,984.00, Exhibit D, providing details supporting the increased amount, is attached and hereby made part of Work Authorization No. 8.
- **Part 3.** Payment to the CONSULTANT for the services established under this Supplemental Work Authorization No. 12 to Work Authorization No. 8 shall be made in accordance with the Agreement.
- **Part 4.** This Supplemental Work Authorization No. 12 to Work Authorization No. 8 is effective as of June 30, 2013, and shall extend the termination date to December 31, 2013, unless extended by a Supplemental Work Authorization.
- **Part 5.** This Supplemental Work Authorization No. 12 to Work Authorization No. 8 does not waive the parties' responsibilities and obligations provided under the Agreement.

Supplemental Work Authorization No. 12 Work Authorization No. 8

Part 6. This Supplemental Work Authorization No. 12 to Work Authorization No. 8 is hereby accepted and acknowledged below.

CONSULTANT:	AUTHORITY:
HNTB Corporation	Cameron County Regional Mobility Authority
By:	By: Naud Mp Signature
Richard L. Ridings, P.E.	David E. Allex
Printed Name	Printed Name
Vice President Title	Chairman
	Title
7-10-13	7-10-13
Date	Date
LIST OF EXHIBITS	

Exhibit B – Scope (Arturo)
Exhibit C - Work Schedule

Exhibit D - Fee Schedule