

THE STATE OF TEXAS           §  
COUNTY OF CAMERON       §

BE IT REMEMBERED on the 16<sup>th</sup> day of July 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:  
10:00 A.M.

PRESENT:

DAVID E. ALLEX  
CHAIRPERSON

MICHAEL SCAIEF  
DIRECTOR

RUBEN GALLEGOS, JR.  
DIRECTOR

YOLANDA VILLALOBOS  
DIRECTOR

VICTOR ALVAREZ  
DIRECTOR

DAVID N. GARZA  
DIRECTOR

FRANK PARKER, JR.  
DIRECTOR

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
ABSENT

\_\_\_\_\_  
ABSENT

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The meeting was called to order by Chairman David E. Allex at 10:00 A.M. At this time, the Board considered the following matters as posted and filed for Record in the Office of the County Clerk on this July 13, 2010 at 9:15 A.M.:

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# **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**

**Friday, July 16, 2010**

**10:00 A.M.**

ACCEPTED FOR FILING  
CAMERON COUNTY

2010 JUL 13 A 9:16

JOE G. RIVERA  
COUNTY CLERK

**I. Public Comments**

**CONSENT ITEMS:**

- II. Consideration and Approval of the Minutes for June 16, 2010 Special Meeting**
- III. Consideration and Approval of Revenue and Expenditure Report and Financials for the month of June 2010**
- IV. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Myra Esparza**

**ITEMS FOR DISCUSSION AND ACTION:**

- V. Consideration and Acknowledgement of GEC Report for the month of June 2010**
- VI. Consideration and Approval of Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority for the East Loop Project**
- VII. Consideration and Approval of Contract with L&G Engineering for Construction Inspection Services for the Port Access Road 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 Pass Through Agreement for payment of Pass Through Tolls by the Department between the Cameron County Regional Mobility Authority and the Texas Department of Transportation**
- X. Consideration and Approval of Supplemental Work Authorization No. 6 to Work Authorization No. 8 with HNTB for the West Rail Project**
- XI. Consideration and Approval of Supplemental Work Authorization No. 3 to Work Authorization No. 17 with HNTB for the Sea Level Rise Analysis and Reproduction for the SPI 2<sup>nd</sup> Access Project**
- XII. Consideration and Approval of Work Authorization No. 29 with HNTB for the SH 550 Permitting Services**
- XIII. Consideration and Approval of Work Authorization No. 34 with HNTB for the East Loop Project**



- XIV. Discussion and Possible Action regarding Cameron County Regional Mobility Authority Bank Depository Services sealed bid
- XV. Discussion regarding growth and development forecasts in Cameron County
- XVI. Discussion regarding potential revenue sources for Cameron County Regional Mobility Authority Projects
- XVII. Discussion regarding funding development methods for Cameron County Regional Mobility Authority Projects
- XVIII. Discussion and Possible Action regarding West Parkway Design Options

**EXECUTIVE SESSION ITEMS:**

**XIX. Executive Session:**

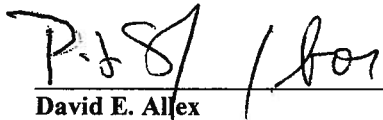
- A. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issues with the Texas Department of Transportation regarding the Cameron County Regional Mobility Authority's projects, specifically SH 550 Toll Project and other legal issues affecting the authority, Pursuant 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
- C. Deliberation regarding real property concerning acquisition of Parcel 2, for the West Rail Project, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072

**XX. Action relative to Executive Session**

- A. Possible Action
- B. Possible Action
- C. Possible Action

**XXI. Adjournment**

Signed this 13th day of July, 2010

  
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David E. Alex  
Chairman



## **PUBLIC COMMENTS**

### **I. PUBLIC COMMENTS**

None were presented.

## **CONSENT ITEMS**

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

Director Scaief moved to approve Items II, III and 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 16, 2010 Special Meeting**

### **III. Consideration and Approval of Revenue and Expenditure Report and Financials for the month of June 2010**

**The Report is as follows:**

### **IV. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Myra Esparza**

**The Agreement is as follows:**

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## **ACTION ITEMS**

### **V. Consideration and Acknowledgement of GEC Report for the month of June 2010**

Mr. Richard Ridings with HNTB advised the Board of the progress of the different projects. Mr. Jimmy Berry, HNTB, went over a power point showing the construction of the Olmito Switchyard Expansion Project.

Director Alvarez moved to acknowledge the GEC Report for the month of June 2010 as presented. The motion was seconded by Director Villalobos and carried unanimously.

**The Report is as follows:**

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### **VI. Consideration and Approval of Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority for the East Loop Project**

Mr. Pete Sepulveda, Jr., RMA Coordinator, introduced and presented item to the Board. Mr. Sepulveda advised the Board that this interlocal was to complete the environmental assessment for the portion of the project from FM 3068 to SH 4.

Director Scaief moved to approve the Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority for the East Loop Project. The motion was seconded by Director Parker and carried unanimously.

**The Agreement is as follows:**

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### **VII. Consideration and Approval of Contract with L & G Engineering for Construction Inspection Services for the Port Access Road Project**

Mr. Pete Sepulveda, Jr., RMA Coordinator, introduced and presented item to the Board. Mr. Sepulveda advised the Board that this contract was for the construction management services for the Port Access Road project.

Director Garza moved to approve the Contract with L & G Engineering for Construction Inspection Services for the Port Access Road Project. The motion was seconded by Director Gallegos and carried unanimously.

**The Contract is as follows:**

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**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., RMA Coordinator, introduced this item. Mr. Sepulveda advised the Board that this had previously been approved by the Board. Mr. Richard Ridings, HNTB and Mr. Brian Cassidy with Locke Liddell, went over the details of the agreement and the duties and responsibilities of the Cameron County Regional Mobility Authority. A discussion ensued between the Board and Mr. Ridings and Mr. Cassidy.

Director Scaief 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 Alvarez and carried unanimously.

**The Agreement is as follows:**

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**IX. Consideration and Approval of Pass Through Agreement for payment of Pass Through Tolls by the Department between the Cameron County Regional Mobility Authority and the Texas Department of Transportation**

Mr. Pete Sepulveda, Jr., RMA Coordinator, introduced this item. Mr. Sepulveda advised the Board that HNTB and staff had been providing the Texas Department of Transportation with information they have requested on finalizing the agreement. Mr. Richard Ridings went into detail on the financial portion of the agreement. A discussion ensued between the Board, Mr. Ridings and staff.

Director Garza moved for the approval of Pass Through Agreement for payment of Pass Through Tolls by the Department between the Cameron County Regional Mobility Authority and the Texas Department of Transportation. The motion was seconded by Director Villalobos and carried unanimously.

**The Agreement is as follows:**

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**X. Consideration and Approval of Supplemental Work Authorization No. 6 to Work Authorization No. 8 for the West Rail Project**

Mr. Richard Ridings with HNTB, introduced and presented the item and advised the Board of the purpose of this work authorization. Mr. Pete Sepulveda, Jr., RMA Coordinator, advised the Board of the status of the West Rail Project.

Director Scaief moved to approve Supplemental Work Authorization No. 6 to Work Authorization No. 8 for the West Rail Project. The motion was seconded by Director Villalobos and carried unanimously.

**The Supplemental Work Authorization is as follows:**

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**XI. Consideration and Approval of Supplemental Work Authorization No. 3 to Work Authorization No. 17 with HNTB for the Sea Level Rise Analysis and Reproduction for the SPI 2<sup>nd</sup> Access Project**

Mr. Richard Ridings, HNTB, introduced and presented the item and stated the purpose of the work authorization. Mr. Pete Sepulveda, Jr., RMA Coordinator, advised the Board that the scope and fee schedule were approved by the Texas Department of Transportation.

Director Villalobos moved to approve Supplemental Work Authorization No. 3 to Work Authorization No. 17 with HNTB for the Sea Level Rise Analysis and Reproduction for the SPI 2<sup>nd</sup> Access Project. The motion was seconded by Director Scaief and carried unanimously.

**The Supplemental Work Authorization is as follows:**

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**XII. Consideration and Approval of Work Authorization No. 29 with HNTB for the SH 550 Permitting Services**

Mr. Richard Ridings, HNTB, introduced and presented the work authorization to the Board. Mr. Ridings advised the Board of the responsibilities that the Cameron County Regional Mobility Authority has with the Section 404 permit from the Corps of Engineers.

Director Garza moved to approve Work Authorization No. 29 with HNTB for the SH 550 Permitting Services. The motion was seconded by Director Alvarez and carried unanimously.

**The Work Authorization is as follows:**

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**XIII. Consideration and Approval of Work Authorization No. 34 with HNTB for the East Loop Project**

Mr. Richard Ridings with HNTB introduced and presented the item and gave an explanation of the need for this work authorization. Basically to negotiate terms and conditions of the pass through agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation.

Director Alvarez moved to approve Work Authorization No. 34 with HNTB for the East Loop Project. The motion was seconded by Director Villalobos and carried unanimously.

**The Work Authorization is as follows:**

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**XIV. Discussion and Possible Action regarding Cameron County Regional Mobility Authority Bank Depository Services sealed bid**

Mr. Pete Sepulveda, Jr., RMA Coordinator, introduced and presented the item. Mr. Sepulveda advised the Board that only one bid had been received from a financial institution out of the County with no branches in Cameron County. Mr. Sepulveda recommended that the Board reject the bid.

Director Scaief moved to reject the bid received regarding Cameron County Regional Mobility Authority Bank Depository Services sealed bid. The motion was seconded by Director Parker and carried unanimously.

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**XV. Discussion regarding growth and development forecasts in Cameron County**

**XVI. Discussion regarding potential revenue sources for Cameron County Regional Mobility Authority Projects**

**XVII. Discussion regarding funding development methods for Cameron County Regional Mobility Authority Projects**

Mr. Pete Sepulveda, Jr., RMA Coordinator, handed out a packet with information to the Board. Mr. Sepulveda then went over the information contained in the handout.

**The Information Packet is as follows:**

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**XVIII. Discussion and Possible Action regarding West Parkway Design Options**

There was a discussion between the Board and HNTB on the design of the West Parkway project. No action was taken.

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## **EXECUTIVE SESSION**

Director Alvarez moved to go into Executive Session, the motion was seconded by Director Parker and carried unanimously, the Board met in Executive Session at 11:00 A.M. to discuss the following matters.

**XIX. 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, Cameron County, Texas, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**
- C. Deliberation regarding real property concerning acquisition of Parcel 2, for the West Rail Project, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**

Upon motion by Director Villalobos, seconded by Director Garza and carried unanimously, the Board reconvened into Regular Session at 12:00 noon to discuss the following matters:

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**XX. 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 Villalobos, seconded by Director Garza and carried unanimously, the Board acknowledged Report of Staff.

- 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 Garza, seconded by Director Villalobos and carried unanimously, the Board acknowledged Report of Staff.

- C. Deliberation regarding real property concerning acquisition of Parcel 2, for the West Rail Project, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**

Upon motion by Director Parker, seconded by Director Alvarez and carried unanimously, the Board acknowledged Report of Staff.

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**XXI. ADJOURNMENT**

There being no further business to come before the Board and upon motion by Director Alvarez, seconded by Director Garza and carried unanimously the meeting was **ADJOURNED** at 12:39 P.M.

**APPROVED** this 12<sup>th</sup> day of August, 2010.

  
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**CHAIRMAN DAVID E. ALLEX**

**ATTESTED:**  
  
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**SECRETARY RUBEN GALLEGOS, JR.**



**III. CONSIDERATION ON APPROVAL OF REVENUE AND  
EXPENDITURE REPORT AND FINANCIALS FOR THE  
MONTH OF JUNE 2010**



**Cash Disbursement Journal By GL**

From 06/01/2010 To 06/30/2010

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>Fund Total</u>	<u>Amount</u>
REGIONAL MOBILITY AU										
110 110	6014	0000166064	GARCIA,DAVID	00239716	06/09/2010	06/09/2010			NETWORK SOLUTIC	159.50
									<b>Check Total</b>	159.50
110 110	6014	0000126525	SEA GARDEN SALES CO INC	00239524	06/04/2010	06/03/2010	P151438	1340618		248.80
110 110	6014			00239524	06/04/2010	06/03/2010	P151438	1340618		150.40
									<b>Check Total</b>	399.20
110 110	6014	0000127024	SEPULVEDA,PETE	00240651	06/24/2010	06/24/2010		WALMART 6/16		73.50
									<b>Check Total</b>	73.50
									<b>Line Item Total</b>	632.20
110 110	6042	0000160653	HNTB CORP	00239718	06/09/2010	06/09/2010	P148891	52-40619-PL-026		52,159.75
110 110	6042			00239718	06/09/2010	06/09/2010	P146961	52-40619-DS-025		12,282.75
									<b>Check Total</b>	64,442.50
									<b>Line Item Total</b>	64,442.50
110 110	6050	0000168083	BENAVIDES,SOFIA C.	00240611	06/24/2010	06/24/2010		SAN DIEGO 5/30		50.00
									<b>Check Total</b>	50.00
110 110	6050	0000166064	GARCIA,DAVID	00239716	06/09/2010	06/09/2010		SAN DIEGO 5/24		81.71
									<b>Check Total</b>	81.71
110 110	6050	0000061750	GENERAL FUND	00240766	06/25/2010	06/24/2010		CR 100-1100-6050		85.14
									<b>Check Total</b>	85.14
110 110	6050	0000127024	SEPULVEDA,PETE	00239729	06/09/2010	06/09/2010		AUSTIN 06/08/106		61.04
									<b>Check Total</b>	61.04
									<b>Line Item Total</b>	277.89
110 110	6054	0000169661	BREEDEN MCCUMBER	00239708	06/09/2010	06/09/2010	P151708	PRINTING		130.00
110 110	6054			00239708	06/09/2010	06/09/2010	P151569	PRINTING		465.00
									<b>Check Total</b>	595.00
110 110	6054	0000023490	BREEDEN MCCUMBER & GONZALEZ IN	00240613	06/24/2010	06/24/2010	P149474	90910		3,850.00
110 110	6054			00240613	06/24/2010	06/24/2010	P151834	90910		325.00
									<b>Check Total</b>	4,175.00
110 110	6054	0000169810	DOHERTY, BRAD	00239714	06/09/2010	06/09/2010	P151677	060810		50.00
110 110	6054			00239714	06/09/2010	06/09/2010	P151677	060810		400.00
110 110	6054			00239714	06/09/2010	06/09/2010		060810		24.36
									<b>Check Total</b>	474.36
110 110	6054	0000160677	RENTAL WORLD LLC	00239726	06/09/2010	06/09/2010	P151706	03-076548-06		2,248.15
									<b>Check Total</b>	2,248.15



Cash Disbursement Journal By GL  
From 06/01/2010 To 06/30/2010

1101100

<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	0000154776	BETANCOURT,BLANCA	00240425	06/18/2010	06/18/2010		Line Item Total	7,492.51
								JUNE CONTRACT	400.00
110 110	6082	0000089010	GALARZA,MARTHA	00240435	06/18/2010	06/18/2010		Check Total	400.00
110 110	6082	0000166064	GARCIA,DAVID	00240437	06/18/2010	06/18/2010	P146100	Check Total	600.00
								JUNE CONTRACT	2,083.33
110 110	6082	0000169613	PENA,JESUS MARTIN	00240450	06/18/2010	06/18/2010		Check Total	2,083.33
110 110	6082	0000119900	ROBLES,MARIA A	00240452	06/18/2010	06/18/2010		Check Total	200.00
								JUNE CONTRACT	200.00
110 110	6082	0000166843	SAENZ,PERLA J	00240453	06/18/2010	06/18/2010		Check Total	300.00
110 110	6082	0000161834	SAN MIGUEL,FRANCISCO	00240455	06/18/2010	06/18/2010		Check Total	300.00
								JUNE CONTRACT	300.00
110 110	6082	0000127024	SEPULVEDA,PETE	00240456	06/18/2010	06/18/2010	P146101	Check Total	2,083.33
110 110	6082	0000155472	VEGA,DYLBIA JEFFERIES	00240463	06/18/2010	06/18/2010		Check Total	2,083.33
								JUNE CONTRACT	1,000.00
								Check Total	1,000.00
								Line Item Total	7,266.66
								Dept. Total	80,111.76



Cash Disbursement Journal By GL

1101106

From 06/01/2010 To 06/30/2010

<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>
SPI SECOND CAUSEWAY									
110 1106	1166	0000160653	HNTB CORP	00239369	06/02/2010	06/02/2010	P127646	3640619PL012 FIN	45,039.59
								<b>Check Total</b>	45,039.59
								<b>Line Item Total</b>	45,039.59
110 1106	6042			00239369	06/02/2010	06/02/2010	P127646	3640619PL012 FIN	81,535.17
								<b>Check Total</b>	81,535.17
								<b>Line Item Total</b>	81,535.17
								<b>Dept. Total</b>	126,574.76



Cash Disbursement Journal By GL

From 06/01/2010 To 06/30/2010

1101107

<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 1107	1166		WEST LOOP ROAD	00239369	06/02/2010	06/02/2010		41-40619PL018118	20,807.48
110 1107	1166			00239369	06/02/2010	06/02/2010	P139598	41-40619PL018118	41,555.61
								<b>Check Total</b>	62,363.09
110 1107	6082			00240636	06/24/2010	06/24/2010	P139868	<b>Line Item Total</b>	62,363.09
								<b>Check Total</b>	10,011.86
								<b>Line Item Total</b>	10,011.86
								<b>Dept. Total</b>	72,374.95



Cash Disbursement Journal By GL

1101108

From 06/01/2010 To 06/30/2010

<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 1108	WEST RAILROAD RELOC 1166			00239718	06/09/2010	06/09/2010		52-40619-PL-008	4,891.57
								Check Total	4,891.57
110 1108	6082			00239718	06/09/2010	06/09/2010	P145292	Line Item Total	4,891.57
								Check Total	5,589.37
								Line Item Total	5,589.37
								Dept. Total	10,480.94



**Cash Disbursement Journal By GL**

1101113

**From 06/01/2010 To 06/30/2010**

<u>Fund Dept</u>	<u>Lnltm</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
PORT SPUR									
110 1113	6045			00239369	06/02/2010	06/02/2010	P139379	48-40619-PL-013	14,458.53
110 1113	6045			00239369	06/02/2010	06/02/2010	P139379	47-40619-PL-013	16,658.91
110 1113	6045			00239369	06/02/2010	06/02/2010	P139379	38-40619-PL-013	2,436.20
110 1113	6045			00239369	06/02/2010	06/02/2010	P139379	44-40619-PL-013	7,650.43
110 1113	6045			00239369	06/02/2010	06/02/2010	P139379	43-40619-PL-013	4,716.28
110 1113	6045			00239369	06/02/2010	06/02/2010	P139379	46-40619-PL-013	36,912.17
110 1113	6045			00239369	06/02/2010	06/02/2010	P139379	42-40619-PL-013	8,683.80
110 1113	6045			00239369	06/02/2010	06/02/2010	P139379	41-40619-PL-013	7,544.08
110 1113	6045			00239369	06/02/2010	06/02/2010	P139379	40-40619-PL-013	10,691.84
110 1113	6045			00239369	06/02/2010	06/02/2010	P139379	39-40619-PL-013	6,391.38
							<b>Check Total</b>		116,143.62
110 1113	6045			00239456	06/04/2010	06/04/2010	P139379	49-40619-PL-013	15,117.35
110 1113	6045			00239456	06/04/2010	06/04/2010	P139379	50-40619-PL-013	19,984.31
110 1113	6045			00239456	06/04/2010	06/04/2010	P139379	51-40619-PL-013	19,680.32
							<b>Check Total</b>		54,781.98
							<b>Line Item Total</b>		170,925.60
							<b>Dept. Total</b>		170,925.60



Cash Disbursement Journal By GL  
From 06/01/2010 To 06/30/2010

1101116

<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 1116	1166		WEST RAIL GEC SVC	00239369	06/02/2010	06/02/2010	P137292	40-40619-PL-016	17,968.30
110 1116	1166			00239369	06/02/2010	06/02/2010		42-40619-PL-016	2,763.34
110 1116	1166			00239369	06/02/2010	06/02/2010	P137292	38-40619-PL-016	62,889.05
110 1116	1166			00239369	06/02/2010	06/02/2010	P137292	42-40619-PL-016	47,547.90
110 1116	1166			00239369	06/02/2010	06/02/2010	P137292	39-40619-PL-016	44,920.75
							<b>Check Total</b>		176,089.34
110 1116	6042			00239369	06/02/2010	06/02/2010	P144369	<b>Line Item Total</b>	176,089.34
110 1116	6042			00239369	06/02/2010	06/02/2010	P144369	46-40619-PL-016	49,375.22
110 1116	6042			00239369	06/02/2010	06/02/2010		47-40619-PL-016	3,342.94
110 1116	6042			00239369	06/02/2010	06/02/2010		47-40619-PL-016	2,362.60
110 1116	6042			00239369	06/02/2010	06/02/2010	P144369	45-40619-PL-016	86,013.84
							<b>Check Total</b>		141,094.60
110 1116	6042			00239456	06/04/2010	06/04/2010		49-40619-PL-016	2,774.64
							<b>Check Total</b>		2,774.64
110 1116	6082			00239369	06/02/2010	06/02/2010	P145178	<b>Line Item Total</b>	143,869.24
								48-40619-PL-016	4,338.42
							<b>Check Total</b>		4,338.42
							<b>Line Item Total</b>		4,338.42
							<b>Dept. Total</b>		324,297.00



Cash Disbursement Journal By GL

1101117

From 06/01/2010 To 06/30/2010

<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 1117	6042			00239369	06/02/2010	06/02/2010	P143205	41-40619-PL-017	138,120.61
110 1117	6042			00239369	06/02/2010	06/02/2010	P143205	43-40619-PL-017	362,687.89
								<b>Check Total</b>	500,808.50
110 1117	6042			00240636	06/24/2010	06/24/2010	P143205	44-40619-PL-017	147,000.90
								<b>Check Total</b>	147,000.90
								<b>Line Item Total</b>	647,809.40
								<b>Dept. Total</b>	647,809.40



Cash Disbursement Journal By GL

1101121

From 06/01/2010 To 06/30/2010

<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>
SH 550									
110 1121	6082			00239456	06/04/2010	06/04/2010	P139623	41-40619-PL-021	46,893.06
110 1121	6082			00239456	06/04/2010	06/04/2010	P139623	40-40619-PL-021	5,069.52
110 1121	6082			00239456	06/04/2010	06/04/2010	P142200	43-40619-PL-021	58,868.80
110 1121	6082			00239456	06/04/2010	06/04/2010	P142200	46-40619-PL-021	73,586.00
110 1121	6082			00239456	06/04/2010	06/04/2010	P142200	42-40619-PL-021	36,340.62
110 1121	6082			00239456	06/04/2010	06/04/2010	P142200	44-40619-PL-021	36,793.00
								<b>Check Total</b>	<b>257,551.00</b>
110 1121	6082			00239718	06/09/2010	06/09/2010	P142200	51-40619-PL-021	22,442.50
110 1121	6082			00239718	06/09/2010	06/09/2010	P142200	47-40619-PL-021	73,586.00
110 1121	6082			00239718	06/09/2010	06/09/2010	P147000	49-40619-PL-021	52,243.60
110 1121	6082			00239718	06/09/2010	06/09/2010	P147000	48-40619-PL-021	74,686.10
110 1121	6082			00239718	06/09/2010	06/09/2010	P147000	50-40619-PL-021	82,228.05
								<b>Check Total</b>	<b>305,186.25</b>
110 1121	6082	0000169526	TEXAS DEPARTMENT OF TRANSPORTA	00239733	06/09/2010	06/09/2010	P151251	SH 550 PROJECT	347,657.38
								<b>Check Total</b>	<b>347,657.38</b>
								<b>Line Item Total</b>	<b>910,394.63</b>
								<b>Dept. Total</b>	<b>910,394.63</b>



Cash Disbursement Journal By GL

1101123

From 06/01/2010 To 06/30/2010

<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>
OLMITO YARD PS&T									
110 1123	6082	0000160653	HNTB CORP	00239718	06/09/2010	06/09/2010	P148893	52-40619-PL-027	4,879.40
110 1123	6082			00239718	06/09/2010	06/09/2010		52-40619-PL-027	569.80
110 1123	6082			00239718	06/09/2010	06/09/2010	P147358	52-40619-DS-023	10,879.46
Check Total									16,328.66
Line Item Total									16,328.66
Dept. Total									16,328.66



Cash Disbursement Journal By GL

1101123

From 06/01/2010 To 06/30/2010

<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>
REGIONAL MOBILITY									
111 110	1131	0000164305	REGIONAL MOBILITY AUTHORIZATIO	00240103	06/14/2010	06/14/2010		CR 110-0111-2231	500,000.00
								Check Total	500,000.00
								Line Item Total	500,000.00
								Dept. Total	500,000.00
								Fund Total	2,359,297.70



**IV. CONSIDERATION ON APPROVAL OF AGREEMENT  
BETWEEN THE CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY AND MYRA ESPARZA**



STATE OF TEXAS           §  
                                     §  
COUNTY OF CAMERON   §

CONTRACT FOR SERVICES

This is an agreement by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (hereinafter called CCRMA) and MYRA ESPARZA (hereinafter called ESPARZA).

In consideration of the mutual promises herein contained, the parties agree as follows:

PURPOSE OF REPRESENTATION

The CCRMA hereby employs ESPARZA to serve as support services for the CCRMA. In providing support services, ESPARZA will do the following: (1) assist in preparing the agenda backup materials for every CCRMA Board meeting; (2) ensure that every Board member receives an agenda packet; (3) maintain the CCRMA database; (4) set appointments for the Chairman and Coordinator; (5) make travel arrangements for the Board members and the Coordinator; (6) prepare power point presentations, when necessary; and (7) maintain all project files pertaining to individual work authorizations.

COMPENSATION

In consideration of services to be rendered by ESPARZA, the CCRMA hereby agrees to pay ESPARZA monthly installments of \$300.00 payable on the last day of each month. It is specifically understood and agreed that the CCRMA will not withhold any monies for purposes of taxes. All taxes due shall be paid by ESPARZA as a self-employed person.

TERM

This agreement shall begin on July 1, 2010 and end on September 30, 2010 or until it is terminated by either party, upon thirty (30) days written notice. In the event that ESPARZA is not employed by Cameron County, this agreement is immediately null and void.



### NOTICE

All notices to CCRMA shall be sent by certified or registered mail, addressed to: Cameron County Regional Mobility Authority, 1390 W Expressway 77, San Benito, Texas 78586, or at such other address as the CCRMA may otherwise designate. All notices to MYRA ESPARZA shall be sent certified or registered mail, addressed to: MYRA ESPARZA, 1100 E. Monroe Street, Brownsville, Texas 78520.

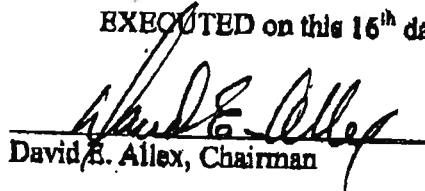
### LAW AND VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas.

### PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supercedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This agreement may be modified at any time by mutual consent of the parties.

EXECUTED on this 16<sup>th</sup> day of July, 2010, at Brownsville, Cameron County, Texas.

  
David B. Allex, Chairman

  
Myra Esparza



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



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



July 9, 2010

Dear Mr. Sepulveda,

The following is a summary of our progress on the subject projects for the month of June 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, 16, 17, 21, 23, 25, 26, 27, 28, and 30.
- Updated and submitted June 2010 GEC work authorization status report.
- On June 29, Richard Ridings attended the Special Board Meeting. Mr. Ridings presented various agenda items.
- On June 16, Richard Ridings, Jimmy Berry, Van Short and Bobby Balli attended the Special Board Meeting. Mr. Ridings presented the May GEC Report and various agenda items.
- 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 2<sup>nd</sup> 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..

**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, such as TransMontaigne, Texas Gas Services, Brownsville Public Utilities Board and AEP Distribution. 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.
- 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 prepared for and conducted the West Rail Pre-Bid Meeting on June 23.



**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).*

- It was reported by Transportation Undersecretary, Oscar de Buen Richkarday that the project continues to proceed through the procurement process with financing allocated from the International Infrastructure Fund's Public Works Budget. The final design and final cost benefit analysis has been submitted to the SCT and the respective authorities. Right of Way acquisition along the proposed Mexican alignment is reported to be near 100% complete.
- 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.
- Communication continues pertaining to the Binational Construction Agreement between Cameron County and SCT for the purpose of negotiating the procedures to be followed for construction of the International Bridge.
- The 35<sup>th</sup> Technical Review meeting was held on June 4<sup>th</sup>. The 36<sup>th</sup> Technical Review meeting is scheduled for August 6<sup>th</sup>,

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

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

- 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 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. Supplements 2 and 3 to this WA include the development of interlocal agreements with CTRMA and TTA for the toll system implementation and TxTAG customer service.

- Operational
  - Worked with CTRMA, coordinated the Scope of Work and Notice to Proceed for required Pay-by-Mail and General website development,
  - Worked with CTRMA, coordinated CCRMA Interactive Voice Response (IVR) development and coordination
  - Met with CCRMA accounting and operational personnel to review operational processes
  - Gathered preliminary availability information for the scheduling of development and training between CCRMA personnel and MSB/Caseta/TTA
  - Worked with General counsel to develop TTA operational agreement including Scope of Work, Payment Terms and other tolling specific terms
  - Investigated options for Out-of-Country plate
  - General Customer Service coordination
- Toll System Implementation
  - Assisted CCRMA/Caseta with procuring a Civil construction contractor
  - Received FCC License approval for radio transmissions at the tolling point
  - Worked with Texas State DIR on communications circuits
  - Coordination of communications installation at the tolling point

**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.



- URS has also been contracted to review the DEIS and reviewed the document in June. Once comments are received, an adjustment in the schedule will be required.
- A meeting with TxDOT was held to discuss the revised SPI DEIS review schedule.
- A meeting with FHWA and TxDOT ENV was held to discuss the revised SPI DEIS review schedule.
- 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 hired a Construction Inspection Manager, Mr. Jimmy Berry, P.E. and a Construction Inspector, Mr. Jack Jay to perform construction inspection services on this project..

**RIP Facility plans:**

- Continued with production towards the 90% plans.
- Continued work on local permit, off-site utilities, and north access road.

**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

- Pre-Construction Meeting scheduled for June 29 was postponed due to hurricane Alex.

#### **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 District review on July 2, 2010.
- 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.

- On June 24 Richard Ridings attended the TxDOT Commission meeting. The Commission approved the initiation of negotiations for the Pass-Through Agreement.

#### **Olmito Switch Yard Expansion CEI (Work Authorization No. 28)**

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

- Work authorization initiated on June 2<sup>nd</sup>.
- On June 17, Jimmy Berry, Tom Olechowski, Greg Garcia and Nancy Parker conducted a Pre-Construction meeting with W.T. Byler (Contractor), TxDOT personnel, UPRR personnel and sub-consultants in anticipation of an early July NTP.

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

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

- On June 17, Richard Ridings attended a meeting in Washington D.C. at the office of the FHWA Administrator, Victor Mendez.



- The GEC initiated the preparation of the pre-application and final application for the TIGER II grant.

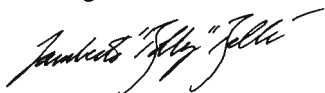
**Consultant Management:**

- Continued coordination with subconsultants.

**Agency Coordination:**

- Conducted ongoing discussions with CCRMA staff, TxDOT staff, TTA staff and subconsultants for preparation of SPI 2<sup>nd</sup> Access project, West Parkway project, SH 550, North Rail, Olmito Switch Yard construction project, West Rail project, and East Loop Pass-Through.

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.



## June Status Report

# HNTB

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

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

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

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

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

### Project Activity

#### Environmental

Status: Project On-Hold

Recent Activity: None

Upcoming Activity: on hold

Outstanding Issues: on hold

Design Status: Complete

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

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



## June Status Report

**HNTB**

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

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

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

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

**Project Activity****Environmental**

**Status:** Continued with revisions to address public meeting comments.

**Recent Activity:** Continued revisions to address public meeting comments and design refinements.

**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	85%
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	85%
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	511	\$ (807.61)
Paid To Date:	\$	1,433,683.77	46-40619-PL-007	210	\$ 6,524.30
Unpaid Balance:	\$	103,700.72	47-40619-PL-007	168	\$ 4,613.86
			48-40619-PL-007	147	\$ 4,601.13
			49-40619-PL-007	119	\$ 9,409.54
			50-40619-PI-007	84	\$ 2,656.26
Funding Source:	TxDOT Toll Equity Funding		51-40619-PI-007	56	\$ 18,921.35
			52-40619-PI-007	28	\$ 57,781.89
Total:					\$ 103,700.72



## June Status Report

# HNTB

Project	West Rail Relocation		
Work Authorization	8	International Advisor Services	WA Cost: \$ 186,579.00
Supplemental	1	International Advisor Services	SA Cost: \$ 67,264.00
Supplemental	2	International Advisor Services	SA Cost: \$ 67,163.00
Supplemental	3	International Advisor Services	SA Cost: \$ 67,163.00
Supplemental	4	International Advisor Services	SA Cost: \$ 67,939.00
Supplemental	5	International Advisor Services	SA Cost: \$ 67,939.00
			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:				
Recent Activity:				
Upcoming Activity:				
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			
Paid To Date:	\$ 524,047.00			
Unpaid Balance:	\$ -			
Funding Source:	Cameron County			
		Total:	\$	-





Project		South Padre Island Second Access
Work Authorization	12	Route Studies and Environmental
Supplemental	1	Economic Study
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
---------------------	----------------------

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	539	\$ 7,645.88
Paid To Date:	\$	1,618,725.25	36-40619-PL-012	448	\$ (75,533.13)
Unpaid Balance:	\$	(67,887.25)			
Total Accrued Interest					
Funding Source:	TxDOT Toll Equity Funding				
					\$ (67,887.25)



**HNTB**

Total Cost: \$ 790,903.00

	WA Amount:	\$	790,903.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$	183,289.45	46-40619-PL-013	182	\$	(20,580.53)
Paid To Date:	\$	191,506.13	52-40619-PL-013	28	\$	12,363.85
Unpaid Balance:	\$	(8,216.68)				
Funding Source:						
Total:	\$					(8,216.68)



## June Status Report

**HNTB**

Project West Rail Design

Work Authorization 18

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	80%
WA Amount: \$ 420,297.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date: \$ 341,546.10	42-40619-PL-016	253	\$ (6,357.00)
Paid To Date: \$ 330,654.00	52-40619-PL-016	1	\$ 17,249.10
Unpaid Balance: \$ 10,892.10			
Funding Source:			
Total: \$			10,892.10



# June 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:

Meetings were held with TxDOT ENV and FHWA to discuss the revised DEIS review schedule. 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: \$ 2,322,958.16	41-40619-PL-017	326	\$ (4,244.83)
Paid To Date: \$ 1,143,994.79	42-40619-PL-017	281	\$ 670,468.92
Unpaid Balance: \$ 1,178,963.37	43-40619-PL-017	263	\$ (88,085.71)
	46-40619-PL-017	210	\$ 58,463.60
	47-40619-PL-017	168	\$ 189,715.72
Funding Source:	48-40619-PL-017	147	\$ 52,401.04
	49-40619-PL-017	119	\$ 73,519.46
	50-40619-PL-017	84	\$ 38,818.25
	51-40619-PL-017	56	\$ 97,269.18
	52-40619-PL-017	28	\$ 90,637.74
		Total: \$	1,178,963.37



# June 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	326	\$ (5,757.99)
Paid To Date:	\$	142,823.48	42-40619-PL-018	281	\$ 80,770.24
Unpaid Balance:	\$	244,367.52	43-40619-PL-018	263	\$ 21,418.99
			44-40619-PL-018	238	\$ 73,537.58
			46-40619-PL-018	210	\$ 29,962.71
			47-40619-PL-018	168	\$ 44,435.99
Funding Source:					
Total:					\$ 244,367.52



**HNTB**

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

**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

### Toil implementation

## Design

## Public Involvement

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%

<b>WA Amount:</b>	\$	691,420.00	<b>Outstanding invoice Number</b>	<b>Days Old</b>	<b>Invoice Amount</b>
<b>Billed To Date:</b>	\$	582,550.25	52-40619-PL-021	28	\$ 19,813.00
<b>Paid To Date:</b>	\$	562,737.25			
<b>Unpaid Balance:</b>	\$	19,813.00			
<b>Funding Source:</b>					
<b>Total:</b>	<b>\$</b>				<b>19,813.00</b>



## June Status Report

# HNTB

Project	Olmito Switchyard PS&E		
Work Authorization	23	Olmito Track and Grading PS&E	WA Cost: \$ 145,519.00
Supplemental	1	Olmito RIP and Lighting PS&E	SA Cost: \$ 183,763.00
Supplemental	2	Olmito Bid Documents & Advertisement	SA Cost: \$ 41,632.00
Supplemental	3	Permits & Off-site Utility Access	SA Cost: \$ 60,035.00
			Total Cost: \$ 430,949.00

<b>Description:</b> 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.			
<b>Scope:</b> 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)			
<b>Deliverable:</b> Olmito Switchyard PS&E package, including mylar sheets, bid package, estimate, and construction schedule.			
<b>Project Activity</b>			
<b>Olmito Switchyard PS&amp;E</b>			
<b>Status:</b> Repair-In-Place Facility (RIP) at 70%			
<b>Recent Activity:</b>	Yard: Construction contract awarded. RIP: Preparing 90% Submittal		
<b>Upcoming Activity:</b>	Yard: Supplemental for Construction Inspection Services. RIP: 90% submittal.		
<b>Outstanding Issues:</b>	Off-site utility design, landscaping.		
<b>Task</b>	<b>Status</b>	<b>Anticipated Completion</b>	<b>% Complete</b>
<b>Olmito Switchyard PS&amp;E</b>			
Coordination with County, UPRR, and TxDOT	Complete	Complete	100%
Coordination of Field Survey	Complete	Complete	100%
Project Control Plans	Complete	Complete	100%
Railroad Track Plans and Profiles	Complete	Complete	100%
Construction Sequencing	Complete	Complete	100%
Drainage Plans and Profiles	Complete	Complete	100%
SWPPP	Complete	Complete	100%
Bid Package, Specifications, Quantities, and Estimates	Complete	Complete	100%
Pre-bid Conference and Requests for Information	Complete	Complete	100%
Field Surveys	Complete	Complete	100%
<b>Olmito RIP PS&amp;E</b>			
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%
<b>WA Amount:</b>	\$ 430,949.00	<b>Outstanding Invoice Number</b>	<b>Days Old</b>
<b>Billed To Date:</b>	\$ 388,192.90		<b>Invoice Amount</b>
<b>Paid To Date:</b>	\$ 388,192.90		
<b>Unpaid Balance:</b>	\$ -		
<b>Funding Source:</b>			
<b>Total: \$ -</b>			



## June Status Report

# 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

Recent Activity:

All work Complete awaiting approval of next phase

Upcoming Activity:

Start Phase 2 : PS&E

Outstanding Issues:

Supplement for Phase 2 work

Task		Status	Anticipated Completion	% Complete
<b>Design</b>				
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:				\$ -



## June 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"> <li>Advertised</li> <li>Initiated Utility coordination</li> </ul>
Upcoming Activity:	<ul style="list-style-type: none"> <li>Pre Bid meeting May 11</li> <li>Opened Bids May 27</li> <li>Continue Utility Coordination</li> </ul>
Outstanding Issues:	N/A

Task	Status	Anticipated	% Complete
<b>Port Entrance Road</b>			
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			
Paid To Date:	\$	180,414.75			
Unpaid Balance:	\$	-			
Funding Source:					
Total: \$ -					





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:**

- Finalized Draft CE document and internal review. Submitted Draft CE for District review on July 2, 2010.

**Upcoming Activity:**

- Respond to District comments
- 

**Outstanding Issues:** None

None

## Section 404 Individual Permit

<b>Status:</b>	Ongoing
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**Recent Activity:**

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

**Upcoming Activity:**

- Continue coordination with subs, TxDOT and Corps
- Submit IP application to Corps for review

**Outstanding Issues:** None

None

Task			Status	Date of Anticipated Completion	% Complete
Categorical Exclusion document preparation			Ongoing	Feb. 2011	70%
Section 404 Individual Permit (with Conceptual Mitigation Plan)			Ongoing	Feb. 2011	50%
WA Amount:	\$ 208,639.00	Outstanding Invoice Number	Days Old	Invoice Amount	
Billed To Date:	\$ 104,319.50				
Paid To Date:	\$ 104,319.50				
Unpaid Balance:	\$ -				
Funding Source:					
Total:			\$	-	



# HNTB

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

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

Task			Status	Date of Anticipated Completion	% Complete
<b>Application</b>					
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%
<b>WA Amount:</b>	<b>\$</b>	<b>18,164.00</b>	<b>Outstanding Invoice Number</b>	<b>Days Old</b>	<b>Invoice Amount</b>
<b>Billed To Date:</b>	<b>\$</b>	<b>18,164.00</b>			
<b>Paid To Date:</b>	<b>\$</b>	<b>18,164.00</b>			
<b>Unpaid Balance:</b>	<b>\$</b>	<b>-</b>			
<b>Funding Source:</b>					
				<b>Total:</b>	<b>\$ -</b>



## June Status Report

# HNTB

Project		Olmito Switchyard CEI Services
Work Authorization	<input checked="" type="checkbox"/> 28	Construction & Inspection Services
Supplemental	<input type="checkbox"/>	
Supplemental	<input type="checkbox"/>	
Supplemental	<input type="checkbox"/>	

WA Cost: \$ 674,150.00

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

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

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

Total Cost: \$ 674,150.00

**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

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

<b>Olmito RIP PS&amp;E</b>			
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:	\$ 674,150.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ -			
Paid To Date:	\$ -			
Unpaid Balance:	\$ -			
Funding Source:				
Total:				\$ -



## June Status Report

# HNTB

Project East Loop TIGER II Grant Application  
 Work Authorization ☒ 30 TIGER II Grant Application  
 Supplemental ☐ \_\_\_\_\_  
 Supplemental ☐ \_\_\_\_\_

WA Cost: \$ 96,061.00

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

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

Total Cost: \$ 96,061.00

**Description:** This Work Authorization provides engineering services associated with preparing a grant pre-application and final application for TIGER II funding. Also included in the work authorization are coordination meetings with USDOT officials in Washington, DC.

**Scope:** This Work Authorization provides engineering services associated with preparing a grant pre-application and final application for TIGER II funding. Also included in the work authorization are coordination meetings with USDOT officials in Washington, DC.

**Deliverable:** Electronic and hard copies of the TIGER II Grant Pre-Application and Final Application.

### Project Activity

#### Pass Through Financing Application

**Status:** Notice to proceed issued on June 16, 2010

#### Recent Activity:

GEC/CCRMA visit to USDOT officials in Washington, DC on June 17. Initiated work on the pre-application and final application

#### Upcoming Activity:

Submit pre-application (on-line) prior to July 26 deadline. Continue work on final application. Continued coordination with USDOT officials

#### Outstanding Issues:

Task		Status	Date of Anticipated Completion	% Complete
<b>Application</b>				
Project Management and Coordination		Ongoing	8/23/2010	25%
Prepare Application		Ongoing	8/23/2010	15%
WA Amount:	\$ 96,061.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ -			
Paid To Date:	\$ -			
Unpaid Balance:	\$ -			
Funding Source:				
Total:				\$ -



**VI. CONSIDERATION ON APPROVAL OF INTERLOCAL  
AGREEMENT BETWEEN CAMERON COUNTY AND  
THE CAMERON COUNTY REGIONAL MOBILITY  
AUTHORITY FOR THE EAST LOOP PROJECT**



THE STATE OF TEXAS

Contract No. 2010C08283

COUNTY OF CAMERON

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)  
)

**INTERLOCAL COOPERATION AGREEMENT**

THIS AGREEMENT is entered into between CAMERON COUNTY, hereinafter referred to as "COUNTY" and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA" pursuant to V.T.C.A., Government Code, Chapter 791, cited as the Interlocal Cooperation Act.

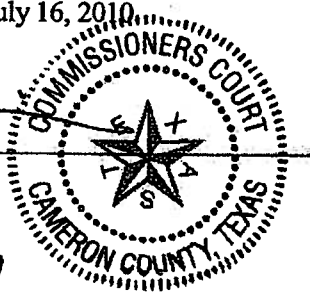
1. LOCATION OF PROJECT: Brownsville, Cameron County, Texas
2. PROJECT TO BE COMPLETED: for the COUNTY to develop the Environmental Assessment of the East Loop Project from FM 3068 to SH 4.
3. The cost for the Environmental Assessment (\$411,734.42) will be the responsibility of the CCRMA.
4. This agreement constitutes a one-time agreement between the parties and does not constitute a continuing agreement of the subject project.
6. The rules, regulations and orders of COUNTY shall govern this agreement and the parties agree the COUNTY shall supervise the performance of this agreement.
7. The agreement shall have no legal force or effect until such time as it is properly adopted and approved by the CAMERON COUNTY COMMISSIONERS' COURT and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS. This agreement shall terminate when the Environmental Assessment is complete and submitted to the Texas Department of Transportation.

EXECUTED on July 16, 2010.

Attested by:

Joe G. Rivera  
County Clerk

Ruben Gallegos, Jr.  
Secretary



Carlos H. Cascos, CPA  
County Judge

David E. Allex, Chairman  
CCRMA



**VII. CONSIDERATION AND APPROVAL OF CONTRACT  
WITH L&G ENGINEERING FOR CONSTRUCTION  
INSPECTION SERVICES FOR THE PORT ACCESS ROAD  
PROJECT**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
PROFESSIONAL ENGINEERING SERVICES**

THIS CONTRACT FOR PROFESSIONAL ENGINEERING INSPECTION & CONSTRUCTION MATERIAL TESTING SERVICES is made by and between the Cameron County Regional Mobility Authority (the "Authority") and L&G Consulting Engineers, Inc. herein after called "Engineer" for the purpose of contracting for engineering services (the "Agreement").

**WITNESSETH**

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act" provides for the procurement of professional services of engineers; and

WHEREAS, the Authority finds it to be in the best interest of the Authority to engage the Engineer to inspect and perform construction material testing services for the Port Rd. Project (the "Project");

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

**AGREEMENT**

**ARTICLE I**

**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

1.1 The Engineer shall perform those engineering services for the fulfillment of the Agreement as identified in Attachment B – Services to be Provided by the Engineer, attached hereto and made a part thereof of this Agreement.

1.2 The Engineer shall prepare a schedule of work, identified as Attachment D – Work Schedule, attached hereto and made a part of this Agreement. The Work Schedule shall contain a complete schedule by task such that the Engineer's Scope of Services under this Agreement can be accomplished within the specified time and contract cost. The Work Schedule shall identify the task, the total maximum dollar amount payable for each task, and the time allotted to complete the job by the date or working days.



1.3 Attachment B – Fee Proposal and Attachment E - Fee Schedule shall identify the hourly rates for each job title, total number of hours for each job title, and the maximum dollar amount payable for each job title.

## **ARTICLE II AGREEMENT PERIOD**

After execution of this Agreement, the Engineer shall not proceed with the work until authorized in writing by the Authority to proceed. This Agreement shall terminate at the close of business December 31, 2011 (the "Termination Date"), unless extended by a supplement agreement duly executed by the Engineer and the Authority prior to the date of termination. Any work performed or cost incurred after the Termination Date, shall be ineligible for reimbursement.

## **ARTICLE III COMPENSATION AND METHOD OF PAYMENT**

3.1 The maximum amount payable under this Agreement is \$191,163.00, unless modified as provided hereunder. All payments will be made in accordance with the hourly rates for each job title established in the attached Fee Schedule.

3.2 The Engineer shall prepare and submit to the Authority an invoice and progress report stating the percent completion of the work accomplished during the billing period, including hours worked. The invoice and progress report shall contain sufficient detail such that the billing can be reviewed for compliance with both the Work Schedule and Fee Schedule.

3.3 The Authority reserves the right to withhold payment pending verification of satisfactory work.

3.4 **The Authority assumes no liability for work performed or costs incurred prior to the date authorized by the Authority to begin work, during periods when work is suspended, or subsequent to the Termination Date.**

## **ARTICLE IV WORK AUTHORIZATIONS**

4.1 The Authority will issue work authorizations, in the form identified and attached hereto as Attachment H – Work Authorization, to authorize the Engineer to provide one or more tasks. The amount payable for a work authorization shall be supported by the estimated cost of each task as described in the Work Authorization. The Work Authorization will not waive the Authority's or the Engineer's responsibilities and obligations established under this Agreement. The Work Authorization will be issued by the Authority. The executed Work Authorization shall become part of this Agreement.



4.2 Upon satisfactory completion of the Work Authorization, the Engineer shall submit to the Authority for review and acceptance the deliverables as specified in the executed Work Authorization.

4.3 Work included in a Work Authorization shall not begin until the Authority and the Engineer have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The Engineer shall promptly notify the Authority of any event which will affect completion of the Work Authorization.

## **ARTICLE V PROGRESS**

5.1 The Engineer shall, from time to time during the progress of the work, confer with the Authority. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the Authority, in order to evaluate the work. Upon request by the Authority, the Engineer shall make presentations to the Authority's Board of Directors.

5.2 Should the Authority determine that the progress in production of the work does not satisfy the work schedule, the Authority will review the Work Schedule with the Engineer to determine corrective action needed.

5.3 The Engineer shall promptly advise the Authority in writing of events which have a significant impact on the progress of work, including:

- (1) Problems, delays, or incomplete information which materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work by established deadline; and
- (2) Favorable developments or events which would enable meeting the Work Schedule sooner than anticipated.

## **ARTICLE VI SUSPENSION**

6.1 The Authority may suspend the work by giving written notice to the Engineer of a minimum of ten (10) days prior to the date of suspension. The ten (10) day notice may be waived if approved in writing by both parties. The work will be reinstated and resumed in full force and effect within ten (10) days of receipt of written notice from the Authority to resume work. The ten (10) day notice may be waived if approved in writing by both parties.

6.1 If the Authority suspends the work, the Termination Date is not affected and the Agreement will terminate on the date specified, unless the Agreement is amended.



## **ARTICLE VII ADDITIONAL WORK**

The Engineer shall not perform any additional work or incur any additional costs prior to the execution, by both parties, of a supplemental agreement. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended.

## **ARTICLE VIII CHANGES IN WORK**

8.1 If the Authority finds it necessary to request changes to previously satisfactory completed work or parts thereof which involve changes to the original scope of services, the Engineer shall make such revisions if requested and as directed by the Authority. This will be considered additional work and paid for as specified herein.

8.2 The Engineer shall make such revisions to the work to correct errors appearing therein or to provide necessary clarification, when required to do so by the Authority. No additional compensation will be paid for the correction of errors or the clarification of analysis.

## **ARTICLE IX SUPPLEMENTAL AGREEMENTS**

9.1 The terms of this Agreement may be modified by supplemental agreement if the Authority determines there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided herein. Any supplemental agreement must be executed by both parties within the Agreement period.

9.2 **No claim for extra work done or materials furnished shall be made by the Engineer until full execution of any supplemental agreement and authorization to proceed is issued by the Authority. The Authority reserves the right to withhold payment pending verification of satisfactory work performed.**

## **ARTICLE X REQUIREMENTS**

10.1 In accordance with Department of Transportation, Title 49, Code of Federal Regulations, Part 29 and by signature on this Agreement and the Debarment Certification attached hereto as Attachment L, the Engineer certifies its compliance and the compliance of any sub-consultants or subcontractors present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving federal, state or Authority funds:



- (1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- (2) does not have a proposed debarment pending;
- (3) has not been suspended debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three years; and
- (4) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years as specified by Title 49, Code of Federal Regulations, paragraph 29.305(a).

10.2 Where the Engineer or sub-consultant is unable to certify to the statement in paragraph 10.1(1) above, the Engineer or sub-consultant will be declared ineligible to enter into this Agreement or participate in the Project. Where the Engineer is unable to certify any of the statements in paragraphs 10.1(2), (3), and/or (4) above, the Engineer shall submit a written explanation to the Authority. The certificate or explanation will be considered in connection with the Authority's determination on whether to enter into this Agreement.

10.3 The Engineer shall provide immediate written notice to the Authority if at any time under the term of the Agreement, the Engineer or any sub-consultants or subcontractors, present or future, learn that its Debarment Certification has become erroneous by reason of changed circumstance.

10.4 During the performance of this contract, the Engineer agrees as follows:

- (1) ***Compliance with Regulations:*** The Engineer shall comply with Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) ***Nondiscrimination:*** The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, national origin, age or handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
- (3) ***Solicitations for Subcontracts, Including of Material and Equipment:*** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to



nondiscrimination on the grounds of race, color, sex, national origin, age or handicap.

- (4) **Information and Reports:** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Authority or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Authority shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The Engineer shall include the provisions of these paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Authority or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor into such litigation to protect the interests of the Authority, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

10.5 The Engineer agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code as codified in Title 48, Federal Acquisition Regulations, Subpart 3.8 and subpart 52.203.11, prohibiting federal funds from being expended by a recipient or lower-tier subrecipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract or cooperative agreement. If federal funds are applied to the services under this Agreement, the Engineer and any subconsultants or subcontractors would be required to complete the Certification of Federal Contracts and, if necessary, the Disclosure of Lobbying Activities.



10.6 The Engineer is required to adhere to the commitment made to participation by certified Disadvantage Business Enterprises as agreed to by the Authority during negotiations.

10.7 If the Project is a federal aid project, Engineer is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), which prohibit the use under non-exempt federal contract, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator of Enforcement.

10.8 The Engineer, including all subconsultants, shall comply with all federal, state, and local immigration laws or regulations.

## **ARTICLE XI PERSONNEL, EQUIPMENT, MATERIAL, AND INFORMATION**

11.1 This Agreement is not intended to constitute, create, give up, or otherwise recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

11.2 The Engineer shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services all required. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them.

11.3 The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this Agreement. The Engineer may not change the project manager without prior consent from the Authority.

11.4 The Engineer agrees to maintain (in sufficient detail as will properly reflect all work done and results achieved in the performance of this Agreement) tracings, plans, specifications, maps, basic survey notes and sketches, books, records, reports, research notes, charts, graphs, comments, plans, comparisons, computations, analyses, recordings, photographs, computer programs, and documentations thereof, and other graphic or written data generated in connection with the work called for in the Agreement; all such information and documentations to be termed "Data" under this Agreement.

11.5 All Data is the exclusive property of the Authority and shall be furnished to the Authority upon request and shall not be used or released by the Engineer or any other person except with the prior approval of the Authority. All documents prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon completion of the relevant milestone for payment and/or termination of this Agreement.



11.6 All services, Data, computer program elements, reports, and other deliverables which may be patented or copyrighted and created under this Agreement are the property of the Authority and shall not be used or released by the Engineer or any other person except with the prior written approval of the Authority.

11.7 The Engineer and any sub-consultant, subcontractor or vendor shall keep and maintain all Data and all other material relating to this Agreement and related projects, and shall make all such material available at any reasonable time during the term of work on the Agreement and related projects and for five years from the date of final payment to the Engineer for auditing, inspection, and copying upon the Authority's request or, if federal dollars are applied to the Agreement, upon the request by the federal government.

## **ARTICLE XII SUBCONTRACTING**

12.1 The Engineer was chosen to perform work on this Agreement based upon the training and qualifications of its members. Therefore, subletting, assignment, or transfer of any work to sub-consultants, unless approved in writing by the Authority prior to performance of work, is expressly prohibited.

12.2 All subcontracts shall include the provisions required in this Agreement and shall be approved as to form, in writing, by the Authority prior to any work being performed under subcontract.

## **ARTICLE XIII EVALUATION OF WORK**

The Authority and its authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder.

## **ARTICLE XIV SUBMISSION OF REPORTS**

All applicable study reports and analysis shall be submitted in preliminary form for review by the Authority's representatives before a final report is issued. The Authority's comments or questions on the preliminary report shall be addressed in the final report.



## **ARTICLE XV BREACH OF AGREEMENT**

15.1 Violation of the Agreement terms or breach of this Agreement by the Engineer shall be grounds for termination of the Agreement. Any cost arising from the Engineer's default, breach of Agreement, or violation of Agreement terms shall be paid by the Engineer. 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 and shall be cumulative.

15.2 Venue for disputes related to this Agreement shall be Cameron County, Texas.

## **ARTICLE XVI TERMINATION**

16.1 This Agreement shall terminate at the close of business on December 31, 2011, unless extended as provided herein. The Agreement may be terminated before the stated termination date by any of the following conditions:

1. By mutual consent, in writing, of both parties;
2. By the Authority, by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth in a satisfactory manner;
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein;
4. By the Authority, for reasons of its own and not subject to the mutual consent of the Engineer upon not less than ten (10) calendar days written notice to the Engineer; and
5. By written notice from the Authority upon satisfactory completion of all services and obligations described herein.

16.2 Should the Authority terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination and shall thereafter be paid to the Engineer. The determination of the value of the work performed by the Engineer prior to termination shall be at the Authority's sole discretion. Compensation for work at termination will be based on a percentage of work completed at that time.

16.3 If the Engineer defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Engineer, the Authority will give consideration to the actual costs incurred by the Engineer in performing the work to the date of default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is usable to the Authority, the cost to the Authority of employing another firm to complete the work required and the time required to do so, and other factors which affect the value to the Authority of the work performed at the time of default.



16.4 The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the Authority and the Engineer under this Agreement except the obligations set forth in: **Article X Federal Requirements; Article XIII Evaluation of Work; Article XVII Compliance with Laws; Article XVIII Indemnification; Article XIX Engineer's Responsibility; and Article XXI Retention, Availability of Records, and Audit Requirements** of this Agreement. If the termination of the Agreement is due to the failure of the Engineer to fulfill its obligations under the Agreement, the Engineer shall be liable to the Authority for any additional costs occasioned to the Authority.

## **ARTICLE XVII COMPLIANCE, CONDUCT, AND CONFLICTS**

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

17.2 The Engineer shall not in any way exercise any portion of the authority or powers of the Authority and shall not make a contract or commitment or any way represent itself as an agent of the Authority beyond the scope of this Agreement.

17.3 The Engineer shall not engage the services under this Agreement of any present or former Authority board member or key employee/consultant who was involved as decision maker in the selection or approval process or who negotiated and/or approved billings or contract modifications for this Agreement.

17.4 The Engineer agrees that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of this Agreement.

17.5 No contract for the construction of a project shall be awarded to the firm that designed the project, or its subsidiaries, affiliates, the parent company or subconsultants, except with the written approval of the Authority.

17.6 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gift, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability.



## **ARTICLE XVIII INDEMNIFICATION**

**THE ENGINEER SHALL SAVE AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, EMPLOYEES, AND CONSULTANTS FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, SUBCONTRACTORS, OR EMPLOYEES PERFORMED UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT OF THE ENGINEER OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE ENGINEER. THE ENGINEER SHALL ALSO SAVE AND HOLD HARMLESS THE AUTHORITY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE AUTHORITY OR LIABILITIES WHICH MAY BE IMPOSED ON THE AUTHORITY AS THE RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACTIVITY BY THE ENGINEER, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.**

## **ARTICLE XIX ENGINEER'S RESPONSIBILITY**

19.1 The Engineer shall be responsible for the accuracy, completeness, and correctness of work, plans, and data prepared under this Agreement and shall check all such material accordingly for, but not limited to, completeness, missing items, correct multipliers, and consistency.

19.2 Acceptance of the work by the Authority will not relieve the Engineer of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

19.3 The Engineer shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts without compensation.

## **ARTICLE XX ENDORSEMENT**

The Engineer's seal shall be endorsed and affixed to plans, reports, and engineering data furnished under this Agreement.

## **ARTICLE XXI RETENTION, AVAILABILITY OF RECORDS, AND AUDIT REQUIREMENTS**

The Engineer shall maintain all records pertaining to cost incurred and shall make such records available during the Agreement period and for four (4) years from the date of final payment under this Agreement or until pending litigation has been completely and fully resolved, whichever occurs last. The Authority or any of its duly authorized representatives shall have access to any all records of the Engineer which are directly



pertinent to this Agreement for the purpose of making audits, examinations, excerpts, transcriptions and for checking the amount of work performed by the Engineer.

## **ARTICLE XXII INSURANCE**

22.1 The Engineer shall obtain and maintain insurance limits of liability for each of the types of insurance coverage identified as follows:

1. Workers' Compensation, endorsed with a waiver of subrogation in favor of the Authority in the amount of statutory obligations imposed under the Texas Workers' Compensation Law.
2. Commercial General Liability, endorsed with the Authority as an additional insured and endorsed with a waiver of subrogation in favor of the Authority to the extent of the liabilities assumed by Engineer under **ARTICLE XVIII INDEMNIFICATION** of this Agreement, in limits of liability of one million dollars (\$1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
3. Professional Liability in limits of one million dollars (\$1,000,000) each claim and in the aggregate.

22.2 The Engineer shall furnish proof of insurance by means of a completed Attachment I – Certificate of Insurance Form -- Cameron County Regional Mobility Authority, attached hereto and made a part thereof. The Engineer will be considered in breach of this Agreement should the Engineer fail to maintain the required insurance coverage during the term of this Agreement. The termination of this Agreement resulting from failure to maintain the required insurance will be carried out in accordance with the termination provisions herein.

## **ARTICLE XXIII SUCCESSORS AND ASSIGNS**

23.1 The Engineer and the Authority do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such party in respect to all covenants of this Agreement.

23.2 The Engineer shall not assign, subcontract, or transfer its interest in this Agreement without the prior written consent of the Authority.

## **ARTICLE XXIV SEVERABILITY AND COUNTERPARTS**

24.1 In the event any one or more of the provisions contained in this Agreement, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof; and



this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

24.2 This Agreement may be executed by the parties in counterpart.

**ARTICLE XXV  
NOTICE**

All notices to either party by the other, required under this Agreement, shall be personally delivered or mailed to such party at the following respective address:

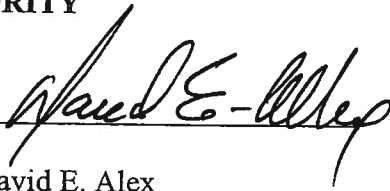
Regional Mobility Authority  
Cameron County RMA

Engineer,  
L&G Consulting Engineers, Inc.  
2100 W. Expressway 83  
Mercedes, TX 78572  
Attn: Jacinto Garza, P.E.



IN WITNESS WHEREOF, the Authority and the Engineer have executed these presents in duplicate.

**AUTHORITY**

By: 

Name David E. Alex

Title: Chairman

Cameron County Regional Mobility  
Authority

Date: 8-30-10

**ENGINEER**

By: 

Name: Jacinto Garza, P.E.

Title: CEO/President

L&G Consulting Engineers, Inc.

Date: 8/31/10



**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.

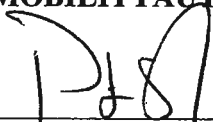


29. **Relationship of the Parties.** Nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent between TxDOT and the Authority.

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 PASS  
THROUGH AGREEMENT FOR PAYMENT OF PASS  
THROUGH TOLLS BY THE DEPARTMENT BETWEEN  
THE CAMERON COUNTY REGIONAL MOBILITY  
AUTHORITY AND THE TEXAS DEPARTMENT OF  
TRANSPORTATION**



STATE OF TEXAS           §  
COUNTY OF CAMERON §

## RESOLUTION

**BE IT REMEMBERED**, that on the 22<sup>nd</sup> day of July, 2010 at a meeting of the Cameron County Regional Mobility Authority (CCRMA) Board of Directors, the following Resolution was Offered and Adopted, to wit:

**WHEREAS**, the 78<sup>th</sup> Texas Legislature passed HB 3588 authorizing the Texas Department of Transportation (TxDOT) to enter into an agreement with a public entity that provides for the payment of pass-through financing to a public entity as reimbursement for the construction, maintenance, or operation of a toll or non-toll facility on the state highway system by the public entity, and;

**WHEREAS**, the Texas Transportation Commission has adopted rules regarding the policies and procedures governing the department's implementation of the pass-through financing program, and;

**WHEREAS**, the CCRMA has identified a project suitable for development under TxDOT's pass-through financing program, identified as the SH 32 (East Loop), and;

**WHEREAS**, this project is in support of the Cameron County Regional Mobility Authority's strategic plan, and the Brownsville MPO Plan, and;

**WHEREAS**, the Texas Transportation Commission as per Minute Order No. 112305 selected SH 32 (East Loop) as a Pass Through Project.

**NOW, THEREFORE, BE IT RESOLVED** that the Chairman of the CCRMA is authorized to execute and submit a pass-through financing agreement to the Texas Department of Transportation.

**PASSED AND APPROVED** by the CCRMA, on this the 22<sup>nd</sup> day of July, 2010 in Cameron County, Texas.

Attest:

  
\_\_\_\_\_  
Ruben Gallegos, Jr.  
Secretary

  
\_\_\_\_\_  
David E. Alex  
Chairman



**X. CONSIDERATION AND APPROVAL OF  
SUPPLEMENTAL WORK AUTHORIZATION NO. 6 TO  
WORK AUTHORIZATION NO. 8 WITH HNTB FOR THE  
WEST RAIL PROJECT**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
General Engineering Consultant Services

SUPPLEMENTAL WORK AUTHORIZATION NO. 6  
WORK AUTHORIZATION NO. 8  
West Rail  
International Advisor Services

This Supplemental Work Authorization No. 6 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. 6 to Work Authorization No. 8 is hereby increased by **\$67,703.00** or from **\$ 524,047.00** to **\$591,750.00**, 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. 6 to Work Authorization No. 8 shall be made in accordance with the Agreement.

**Part 4.** This Supplemental Work Authorization No. 6 to Work Authorization No. 8 is effective as of July 1, 2010, and shall extend the termination date to December 31, 2010, unless extended by a Supplemental Work Authorization.

**Part 5.** This Supplemental Work Authorization No. 6 to Work Authorization No. 8 does not waive the parties' responsibilities and obligations provided under the Agreement.

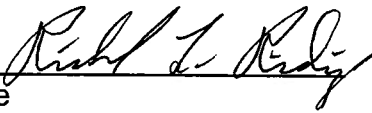


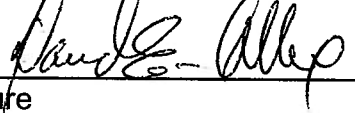
**Supplemental Work Authorization No. 6**  
**Work Authorization No. 8**

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

CONSULTANT:  
HNTB Corporation

AUTHORITY:  
Cameron County Regional Mobility Authority

By:   
Signature

By:   
Signature

Richard L. Ridings, P.E.  
Printed Name

David E. Alex  
Printed Name

Vice President  
Title

Chairman  
Title

7/16/10  
Date

7.16.10  
Date

**LIST OF EXHIBITS**

- Exhibit B – Scope Arturo
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule



**XI. CONSIDERATION AND APPROVAL OF  
SUPPLEMENTAL WORK AUTHORIZATION NO. 3 TO  
WORK AUTHORIZATION NO. 17 WITH HNTB FOR  
THE SEA LEVEL RISE ANALYSIS AND REPRODUCTION  
FOR THE SPI 2<sup>ND</sup> ACCESS PROJECT**



**Supplemental Work Authorization No. 3**  
**Work Authorization No. 17**

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
General Engineering Consultant Services

SUPPLEMENTAL WORK AUTHORIZATION NO. 3  
TO WORK AUTHORIZATION NO. 17  
SOUTH PADRE ISLAND 2<sup>ND</sup> CAUSEWAY  
Phase 3A –Environmental Studies

This Supplemental Work Authorization No. 3 to Work Authorization No. 17 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 CONSULTANT are amended to include the additional efforts detailed in Exhibit B.

**Part 2.** The Lump Sum amount payable for services performed under this Supplement No. 3 to Work Authorization No. 17 increases the total Lump Sum amount payable by \$415,622.00 from \$3,131,716.00 to \$3,547,338.00. A fee schedule used to establish the supplemental 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 is not amended with this supplement.

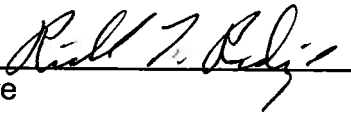
**Part 4.** This Supplemental Work Authorization No. 3 to Work Authorization No. 17 makes no changes to the terminate date of **April 30, 2011**.



Supplemental Work Authorization No. 3  
Work Authorization No. 17

**Part 5.** This Supplemental Work authorization No. 3 to Work Authorization No. 17 does not waive the parties' responsibilities and obligations provided under the Agreement.

CONSULTANT  
HNTB Corporation

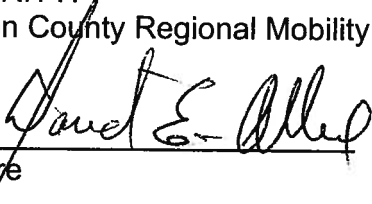
By:   
Signature

Richard L. Ridings, P.E., RPLS  
Printed Name

Vice President  
Title

7/16/10  
Date

AUTHORITY:  
Cameron County Regional Mobility Authority

By:   
Signature

David E Alex  
Printed Name

Chairman  
Title

7.16.10  
Date

LIST OF EXHIBITS

Exhibit B - Services to be Provided by the CONSULTANT

Exhibit D - Fee Schedule



**XII. CONSIDERATION AND APPROVAL OF WORK  
AUTHORIZATION NO. 29 WITH HNTB FOR THE SH  
550 PERMITTING SERVICES**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
General Engineering Consultant Services

**WORK AUTHORIZATION NO. 29**  
FM 511 (SH 550) PERMIT SERVICES

This Work Authorization No. 29 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 CONSULTANT are amended to include the efforts detailed in Exhibit B.

**Part 2.** Without modification, the amount payable for services performed under this Lump Sum Work Authorization No. 29 is **\$52,759**. 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. 29 shall be made in accordance with the Agreement.

**Part 4.** This Work Authorization No. 29 is effective as of May 20, 2010 and shall terminate August 31, 2010, unless extended by a Supplemental Work Authorization.

**Part 5.** This Work Authorization No. 29 does not waive the parties' responsibilities and obligations provided under the Agreement.



CONSULTANT  
HNTB Corporation

AUTHORITY:  
Cameron County Regional Mobility Authority

By:   
Signature

By:   
Signature

Richard L Ridings, P.E  
Printed Name

David E Allex  
Printed Name

Vice President  
Title

Chairman  
Title

7/16/10  
Date

7.16.10  
Date

LIST OF EXHIBITS

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



**XIII. CONSIDERATION AND APPROVAL OF WORK  
AUTHORIZATION NO. 34 WITH HNTB FOR THE EAST  
LOOP PROJECT**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
General Engineering Consultant Services

**WORK AUTHORIZATION NO. 34**  
East Loop Pass Through Negotiations

This Work Authorization No. 34 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 review of the new requirements and revise the 2009 application, and perform negotiations with TxDOT no later than July 23, 2010. The responsibilities of the AUTHORITY, the CONSULTANT and the schedule are further detailed in Exhibits A, B, and C.

**Part 2.** The compensation to be paid for the performance of the Services identified in Exhibit B is based upon direct salary cost times a multiplier as defined in the Agreement. Total compensation, including subconsultant costs and direct expenses, will not exceed **\$33,028.00** unless mutually agreed to and authorized in writing by the Authority. A fee schedule used to establish the maximum amount payable is attached hereto as Exhibit D. HNTB may alter the compensation distribution between the phases, tasks and work assignments to be consistent with the Services actually rendered, within the total not to exceed amount.

**Part 3.** Payment to the CONSULTANT for the services established under this Work Authorization No. 34 shall be made in accordance with the Agreement.

**Part 4.** This Work Authorization No. 34 is effective as of July 12, 2010 and shall terminate August 31, 2010, unless extended by a Supplemental Work Authorization.

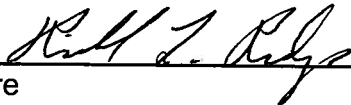
**Part 5.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.




**Part 6.** This Work Authorization No. 34 is hereby accepted and acknowledged below.

CONSULTANT  
HNTB Corporation

AUTHORITY:  
Cameron County Regional Mobility Authority

By:   
Signature

By:   
Signature

Richard L. Ridings, P.E.  
Printed Name

David E. Alex  
Printed Name

Vice President  
Title

Chairman  
Title

7/16/10  
Date

7.16.10  
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



**XV. DISCUSSION REGARDING GROWTH AND  
DEVELOPMENT FORECASTS IN CAMERON COUNTY**

**XVI. DISCUSSION REGARDING POTENTIAL REVENUE  
SOURCES FOR CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY PROJECTS**

**XVII. DISCUSSION REGARDING FUNDING DEVELOPMENT  
METHODS FOR CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY PROJECTS**





# CCRMA

Board of Directors' Work Session

July 16, 2010

San Benito, Texas

Effective Mobility from *b*orders to *b*eaches





# Agenda

## CCRMA Board Work Session

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- Introductions
- Growth & Development Forecasts  
*Population Forecast*
- ~~Potential Revenue Sources~~
- ~~Funding Development~~
- ~~West Parkway Workshop~~

Effective Mobility from **b**orders to **b**eaches



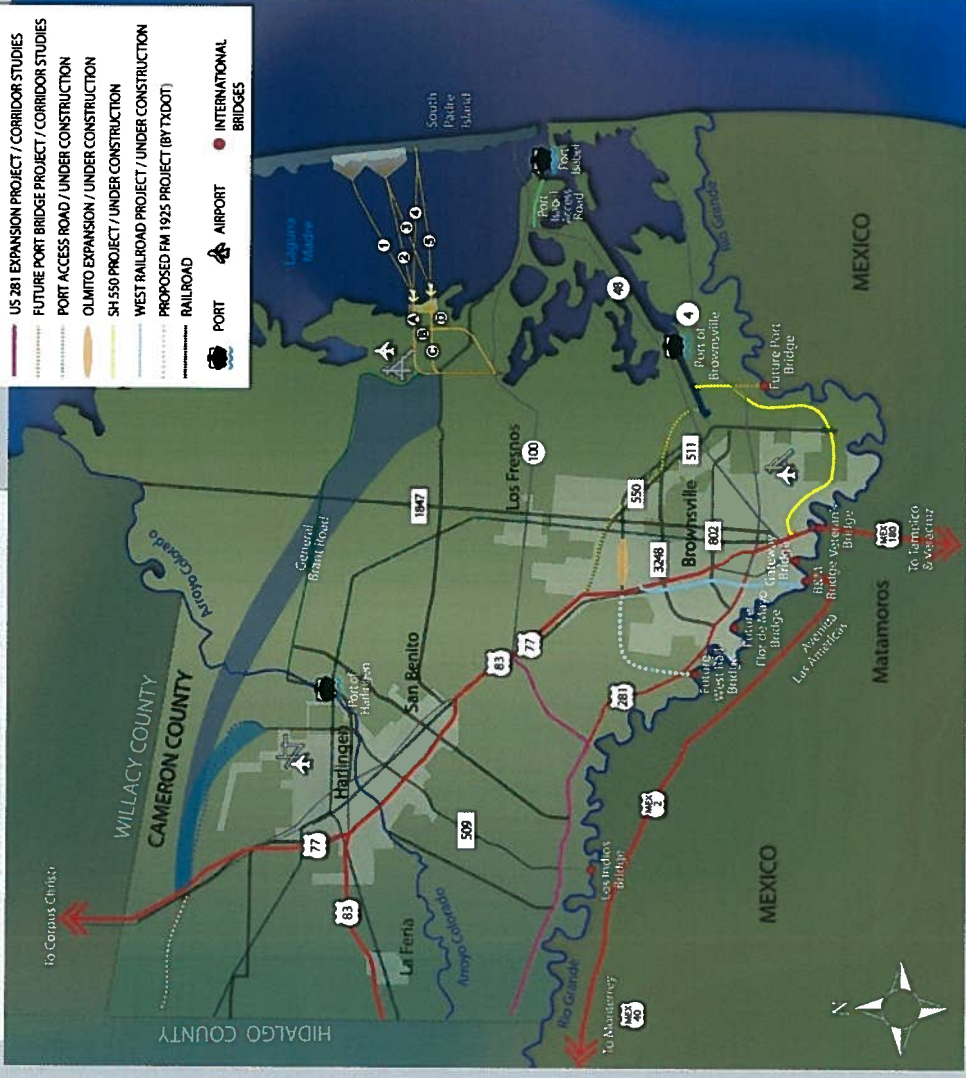


# CCRMA Board Work Session



## SYSTEM MAP

- EAST LOOP PROJECT / ENVIRONMENTAL STUDIES
- WEST PARKWAY PROJECT / ENVIRONMENTAL STUDIES
- SPR 2ND ACCESS PROJECT
- ALTERNATIVES / ENVIRONMENTAL STUDIES
- FM 509 PROJECT / ENVIRONMENTAL STUDIES
- OUTER LOOP PROJECT / CORRIDOR STUDIES
- NORTH RAIL RELOCATION PROJECT / CORRIDOR STUDIES
- US 281 EXPANSION PROJECT / CORRIDOR STUDIES
- FUTURE PORT BRIDGE PROJECT / CORRIDOR STUDIES
- PORT ACCESS ROAD / UNDER CONSTRUCTION
- OLMITO EXPANSION / UNDER CONSTRUCTION
- SH 550 PROJECT / UNDER CONSTRUCTION
- WEST RAILROAD PROJECT / UNDER CONSTRUCTION
- PROPOSED FM 1925 PROJECT (BY TxDOT)
- RAILROAD
- PORT
- AIRPORT
- INTERNATIONAL BRIDGES



June 3, 2010





## CCRMA Project Development List

Project Name	Project Limits	Project Costs
South Padre Island 2nd Access	Mainland over Laguna Madre to Park Road 100	\$ 465 Million
West Parkway	US 77/83 to B&M International Bridge	\$ 160 Million
West Railroad Relocation	US 77/83 and Olmito Switchyard into Mexico	\$ 80 Million
SH 550 North Port Spur	FM 3248 to SH 48/New Port Entrance	\$ 40 Million
SH 550 Ultimate Facility	US 77/83 to SH 48	\$ 142 Million
Port Access Road	SH 48/SH 550 to Capt. Donald Foust Rd	\$ 3 Million
East Loop Section 2	Port of Brownville to FM 3068/FM 1419	\$ 62 Million
East Loop Section 3	FM 1419 to Veterans Intl Bridge & US 77/83	\$ 27 Million
Port International Bridge Project	Port of Brownsville/East Loop into Mexico	\$ 50 Million
Olmito Switch Yard	North Brownsville/Olmito	\$ 26 Million
North Cameron County Switch Yard	North of Harlingen near US 77/83	\$ 25 Million
North Railroad Relocation	North Cameron County to FM 106	\$ 60 Million
US 281 Expansion	County Line to FM 1577 to US 77/83 & SH100	\$ 120 Million
Outer Parkway	US77 near N. County Line to Laguna Madre Area	\$ 200 Million
FM 509 Extension	Outer Parkway to Current Section of FM 509	\$ 7 Million
Port Isabel Access Road	SH 48 to Port of Port Isabel	\$ 3 Million
Veteran's International Bridge Expansion	Over Rio Grande River at US 77/83	\$12 Million
FM 803	US 77/83 to SH 100	\$10 Million
General Brant Road	FM 1847 to FM 510	\$10 Million
TOTAL PROJECT COSTS =		\$ 1.5 Billion

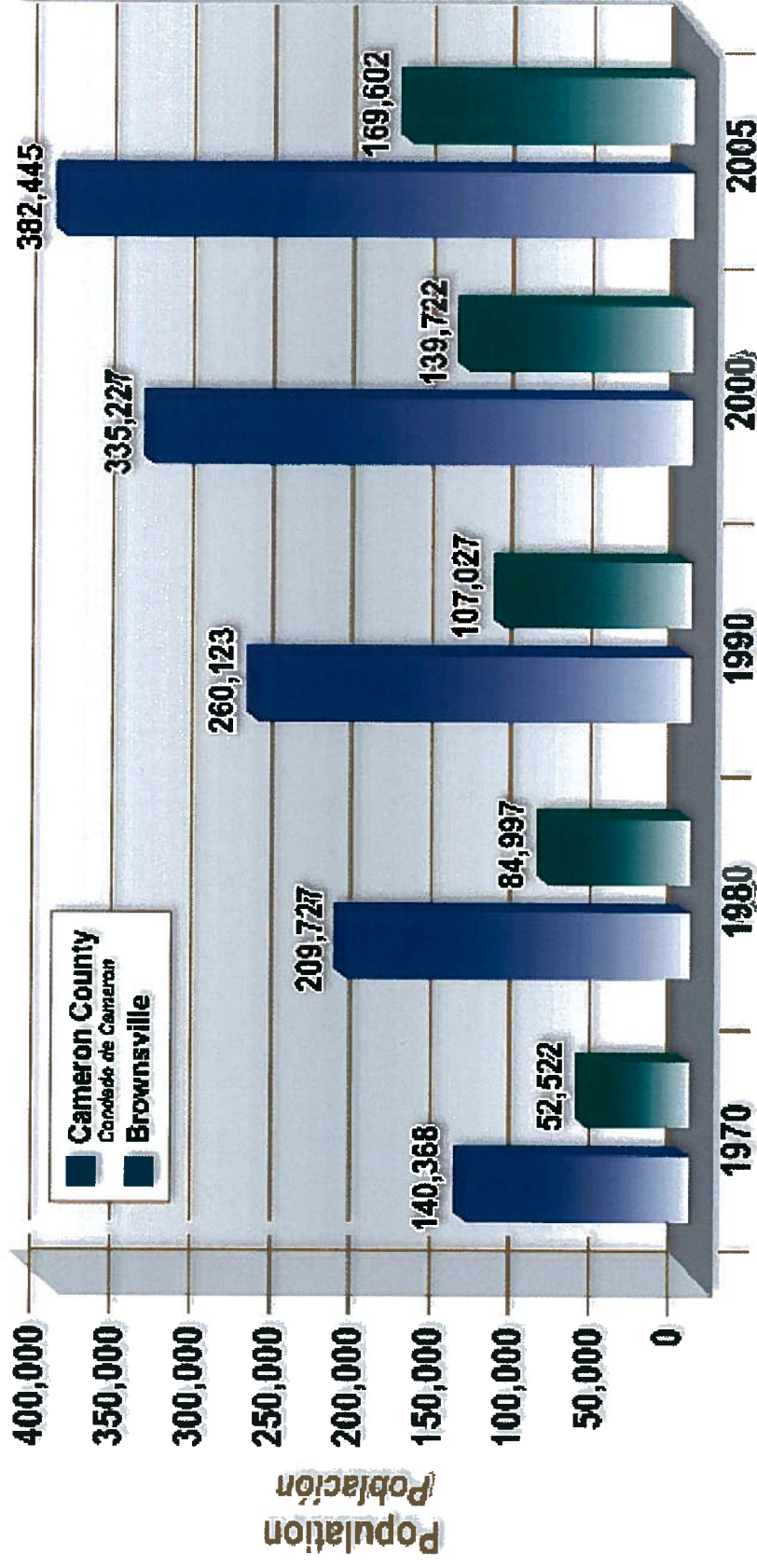


### WHAT IS THE PROJECTED GROWTH IN THE REGION?

Effective Mobility from *b o r d e r s* t o *b e a c h e s*



# Historical Population Growth



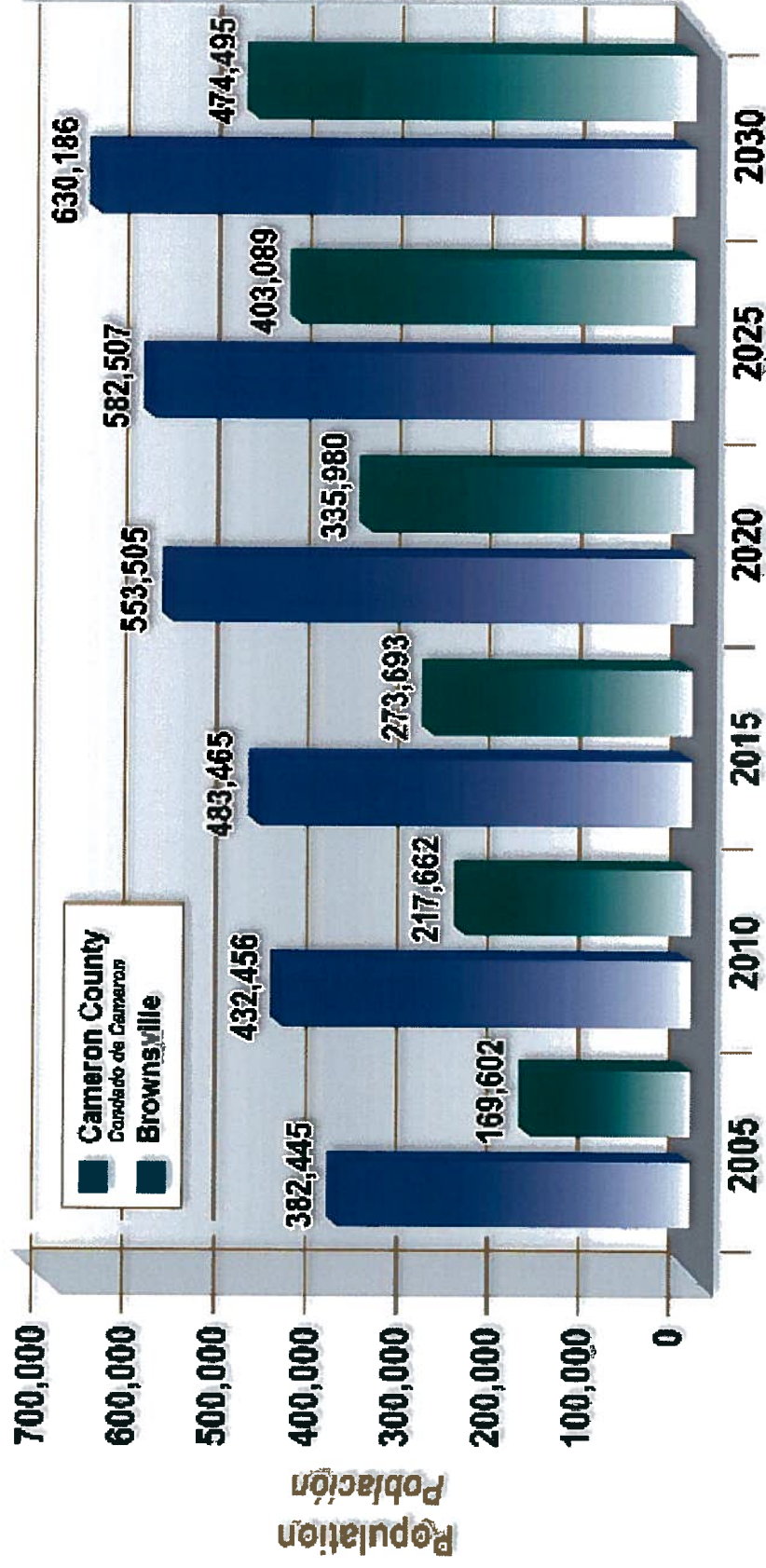
Brownsville has experienced over 222% growth in population since 1970

*Brownsville ha tenido un crecimiento de más del 222% desde 1970*

Source: 1990 Census of Population and Housing



# Projected Population Growth



Brownsville is expected to grow at over 179% by the year 2030  
Se espera que Brownsville crezca más del 179% para el año 2030

Source: Texas State Population Estimates and Projections Program, Texas State Data Center, May 2000

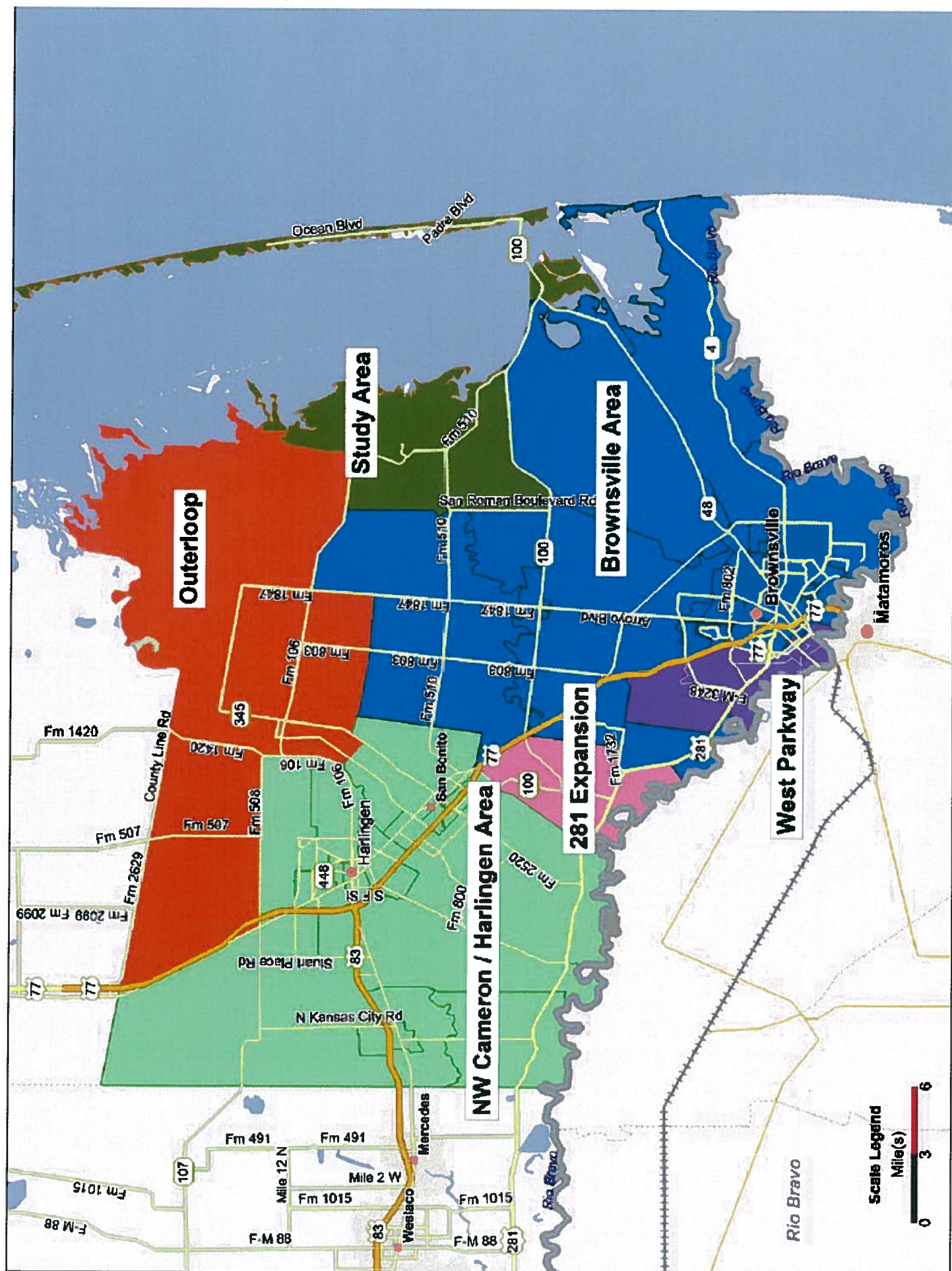


# DEVELOPMENT FORECASTS

Effective Mobility from *b*orders to *b*eaches









# Development Forecasts

## CCRMA Board Work Session

### Population

Population	2008	2010	2015	2030	2045	Compound Annual Growth 10 to 45
US 281 Expansion	6,679	6,904	7,560	9,663	12,609	1.7%
Outer Parkway	9,414	9,760	10,793	14,212	18,681	1.9%
SPI 2nd Access	14,154	14,778	16,736	25,147	39,543	2.9%
West Parkway	39,726	41,809	47,154	65,340	78,357	1.8%
NW Cameron / Harlingen	139,457	143,768	155,740	185,662	218,543	1.2%
Brownsville Area	183,307	191,125	210,217	275,191	342,151	1.7%
<b>Grand Total</b>	<b>392,736</b>	<b>408,145</b>	<b>448,199</b>	<b>575,215</b>	<b>709,884</b>	<b>1.6%</b>

Effective Mobility from borders to beaches





# Development Forecasts

## CCRMA Board Work Session

### Employment

Employment	2008	2010	2015	2030	2045	Compound Annual Growth 10 to 45
US 281 Expansion	153	175	215	283	478	2.9%
Outer Parkway	1,481	1,512	1,792	3,191	4,830	3.4%
SPI 2nd Access	6,135	6,513	7,655	11,743	20,614	3.3%
West Parkway	15,247	15,784	17,303	22,340	28,224	1.7%
Brownsville Area	50,420	52,275	58,128	79,547	103,403	2.0%
NW Cameron / Harlingen	51,308	52,572	56,534	68,994	83,474	1.3%
<b>Grand Total</b>	<b>124,745</b>	<b>128,830</b>	<b>141,626</b>	<b>186,098</b>	<b>241,023</b>	<b>1.8%</b>

Effective Mobility from *b o r d e r s* t o *b e a c h e s*

