

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 13th day of November 2014, there was conducted a Special Meeting of the Cameron County Regional Mobility Authority, at the Joe G. Rivera and Aurora de la Garza County Annex thereof, in San Benito, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

11:00 A.M.

PRESENT:

DAVID E. ALLEX
CHAIRPERSON

DIRECTOR

DAVID N. GARZA
DIRECTOR

RUBEN GALLEGOS, JR.
DIRECTOR

MARK ESPARZA
DIRECTOR

DIRECTOR

DIRECTOR

Secretary

MICHAEL SCAIEF
ABSENT

NAT LOPEZ
ABSENT

HORACIO BARRERA
ABSENT

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The Meeting was called to order by Chairman David E. Allex, at 11:00 A.M. At this time, the Board considered the following matters as per RMA Agenda posted and filed for Record in the Office of the County Clerk on this 7th day of November 2014 at 1:09 P.M.



AGENDA

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

**Joe G. Rivera and Aurora de la Garza County Annex
1390 West I69E
San Benito, Texas 78586**

Thursday, November 13, 2014

Accepted for Filing in:
11:00 AM Cameron County

On: Nov 07, 2014 at 01:09P

By:
Hilda Perez

PUBLIC COMMENTS:

1. Public Comments

PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS:

2. Presentations/Resolutions/Proclamations

- A. Presentation and Acknowledgement of the GEC Report for October 2014
- B. Presentation of the Status of the SH 550 Direct Connector Project for October 2014
- C. Presentation of the Marketing Efforts

CONSENT ITEMS:

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

October 9, 2014 – Regular Meeting
 - B. Consideration and Approval of a one year extension on the Bank Depository Agreement with IBC Bank

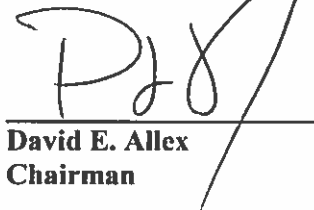
ITEMS FOR DISCUSSION AND ACTION:

4. Action Items

- A. Approval of Claims**
- B. Consideration and Approval of Financial Statements for October 2014**
- C. Consideration and Approval of GEC Contract between the Cameron County Regional Mobility Authority and S&B Infrastructure, Ltd.**
- D. Consideration and Approval of GEC Contract between the Cameron County Regional Mobility Authority and HNTB.**

ADJOURNMENT:

Signed this 7th day of November 2014



David E. Allex
Chairman

NOTE:

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

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None were presented.

PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS

2-A Presentation and Acknowledgement of the GEC Report for September 2014

Mr. Richard Ridings with HNTB went over the status of Cameron County Regional Mobility Authority Projects for the month of October 2014.

Secretary Gallegos moved to acknowledge the GEC Report for October 2014. The motion was seconded by Director Esparza and carried unanimously.

The Report is as follows:

2-B Presentation of the Status of the SH 550 Direct Connector Project for October 2014

Mr. Agustin Ramirez from S&B Infrastructure went over the status of the SH 550 Direct Connector Project. Attached is a copy of the Power Point Presentation.

Secretary Gallegos moved to acknowledge the Report from S&B Infrastructure for the SH 550 Direct Connector Project. The motion was seconded by Director Garza and carried unanimously.

The Report is as follows:

2-C Presentation of the Marketing Efforts

Mrs. Michelle Lopez, RMA Marketing and Communications Director went over a Report on Marketing Efforts with the Board. The report is attached to the minutes. Mr. Pete Sepulveda, Jr., RMA Executive Director also gave an update on the coordination with the Port of Brownsville, Cameron County and the Pharr Bridge System as well as on-going efforts with MSB to improve collections. Mr. Sepulveda reported on a meeting with the Port of Brownsville and Omni Trax regarding an industrial park along SH 550.

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

The Report is as follows:

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

3-A Consideration and Approval of the Minutes for:

October 9, 2014 – Regular Meeting

Director Garza moved to approve the Minutes for October 9, 2014 Regular Meeting. The motion was seconded by Secretary Gallegos and carried unanimously.

3-B Consideration and Approval of a one year extension on the Bank Depository Agreement with IBC Bank

Director Esparza moved to moved to approve the extension with IBC Bank. The motion was seconded by Director Garza and carried unanimously.

The Extension Letter is as follows:

ACTION ITEMS

4-A Approval of Claims

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

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the list of Claims and recommended approval.

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

The Claims are as follows:

4-B Consideration and Approval of Financial Statements for October 2014

Mr. Adrian Rincones, RMA Controller and Financial Officer went over the attached Financial Statements for the month of October 2014.

Director Garza moved to approve the Financial Statement for the month of September 2014. The motion was seconded by Secretary Gallegos and carried unanimously.

The Financials are as follows:

- 4-C Consideration and Approval of the GEC Contract between the Cameron County Regional Mobility Authority and S&B Infrastructure, Ltd.
- 4-D Consideration and Approval of the GEC Contract between the Cameron County Regional Mobility Authority and HNTB.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over a summary of the selection process for General Engineering Consultants (GEC) and advised the Board that GEC contracts had been negotiated with both firms. Mr. Sepulveda further mentioned that Mr. Brian Cassidy with Locke Lord had reviewed the contracts to ensure that they complied with the proper legal requirements. Mr. Sepulveda recommended approval of both GEC contracts with S&B Infrastructure, Ltd. and HNTB

Secretary Gallegos moved approve the GEC Contract with selected S&B Infrastructure, Ltd. and HNTB. The motion was seconded by Director Esparza and carried unanimously.

The Contracts are as follows:

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Esparza seconded by Director Garza and carried unanimously the meeting was **ADJOURNED** at 11:25 A.M.

APPROVED this 17th day of December 2014.

ATTESTED: SECRETARY RUBEN GALLEGOS, JR.

CHAIRMAN DAVID E. ALLEX

**2-A PRESENTATION AND ACKNOWLEDGEMENT OF THE GEC
REPORT FOR OCTOBER 2014**

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



November 7, 2014

Dear Mr. Sepulveda,

The following is a summary of our progress on the subject projects for the month of October 2014.

Project Management:

General GEC

- Prepared & submitted CCRMA GEC Invoice for work performed on various Work Authorizations. Updated and submitted September 2014 GEC report.
- On October 9th, Richard Ridings, Greg Garcia and Jimmy Berry attended the Regular Meeting of the CCRMA Board of Directors.
- Assisted CCRMA Controller on activities involving reporting and documentation of invoicing, progress reports and other accounting/billing matters.

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).

- Construction progress on the Mexican side:
 - International Bridge, 100%
 - Patios and Roadway, 100%
- A calendar was developed with projected dates for when the first train will cross the new Brownsville-Matamoros railroad bridge in mid-December. The purpose of the calendar is to provide all who are involved with the same information, to clearly outline the whole process and define responsibilities.
- Regarding minimum construction work needed to begin railway operations, the following was confirmed on the visit made to the rail patios on October 9:
 - Structure for Gamma Rays relocation has reached 20%.

- Customs and Senasica revision platforms. This construction has advanced to 70% completion and will be finished in mid-November.
 - Perimeter fence requested by Customs General Administration is finished 100%.
 - Telecommunications Tower. It is at 99% completion.
 - Roads reparation is at 100% completion.
 - Surveillance booths (5). Two have been constructed. Regarding the other three, executive projects have been delivered and they will be finished by the end of October.
 - Construction to avoid flooding at the access road. The executive project is ready. Some corrections were made to it and it has been delivered.
- On September 30, 2014, the SCT received an official document from the Mexican Republic Railroad Workers Union, where it was stated that in order to begin railroad operations, three conditions should be satisfied:
 - Crew changes. This is being reviewed by the Railroad and Multimodal Transport General Administration
 - Flood zones. Maps have been delivered
 - To assure the safety of its workers and facilities.

To see this through, communication has been established with the Railroad and Multimodal Transport General Administration as well as with Kansas City Southern de México.

- Regarding security, on September 26, there was a fire on a tanker truck and a tractor truck at the vehicular crossing at kilometer 12 on the Matamoros – Reynosa Highway in the Municipality of Matamoros, Tamaulipas. On Saturday the 27th, a visit was conducted to the site to confirm damages. A note to authorities was made stating the following:

Facts:

- The vehicular crossing at kilometer 12 of the Matamoros– Reynosa highway was constructed expressly so the railroad would circulate under such bridge, with a range of more than 7 meters to have enough capacity for cargo trains with double loads.
- On Thursday September 25, 2014 around 5:00 pm a tanker truck with capacity for 6,000 liters of fuel and a tractor truck with a 45,000 liter-capacity tank, caught on fire under the vehicular crossing mentioned.
- The truck was supplying stolen fuel to the tanker vehicle and in the process the tank truck caught on fire, so as the truck was driving away from the bridge, it spilled gasoline along the way. The tanker truck was on fire for more than an hour and a half and was left almost completely incinerated. The tractor truck's rear axis was burned. Firefighters helped prevent that it burn completely, avoiding explosion.

- Nevertheless, the exposure to the fire of the bridge structure was caused damages to the columns and crossbeams. SCT Center and Technical Services Administration personnel evaluated possible bridge damages. Their first opinion was that the structure had not been affected and corresponding repairs will be carried out. This will not affect the opening date of the international bridge.

Actions taken:

- At the time of the fire, circulation in both directions of the Matamoros –Reynosa highway was suspended for more than 2 hours to avoid accidents, given the fact that the flames surpassed the height of the vehicular crossing.
- A lateral pass was improvised so vehicular traffic would not use the bridge. Adequate measures to rehabilitate the bridge structure will be taken once the corresponding technical report is completed. It is been taken into consideration through the first evaluation work on bridge will take more than three months.
- Corresponding security measures will be taken so fuel duct thieves do not use the railroad patios infrastructure as a point to distribute stolen gasoline. For this the Secretary of Foreign Affairs, as head of the Inter-secretarial Group of Border Crossings and Bridges, will coordinate a meeting between security offices and all personnel present at the roadways, patios and international bridge crossings in order to expose this issue and explore solutions that guarantee the Project will be put into operation.

In addition, the final official opinion from the SCT, signed by Engineer Ignacio Enrique Hernández Quinto, Technical Support Director from the Technical Services General Administration stated the following:

“After checking the crossing and conducting an analysis on the structuring of the crossing, it was concluded that damages to the structure are not severe and it is not necessary to suspend the pass of traffic. The only recommendation is to work on resurfacing with grout with epoxy to guarantee good adherence between the grout and existent concrete. A sandblast should be carried out before this to clean loose parts and soot.”

- The date for 77th Technical Meeting will be Friday November 14, 2014 at 10:30 hours.

South Padre Island Second Access Phase 3A & 3B (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 an alternate route to the Queen Isabella Memorial Causeway; thus, enhancing local and regional mobility, and facilitating effective evacuation of the island in times of disaster, hurricanes, and other emergencies. 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 and the FEIS will be required.

- HNTB continues to provide assistance and information to CCRMA Board and staff, members of the general public and stakeholders.
- Coordination, including weekly meetings, with TxDOT Pharr District, TxDOT ENV and FHWA has been on-going regarding the FEIS tasks.
- Submitted Draft Financial Plan to CCRMA for review.
- Continued coordination with subconsultants on route and design studies for preparation of 90% submittal (i.e. typical sections, geometric design, preliminary cross sections, preliminary traffic control, 3D modeling, and schematic plan preparation, preliminary construction cost estimate, hydrology, hydraulic studies, drainage design and preliminary bridge layouts).
- Revised master design schedule and submitted to subconsultants for review.
- Continued coordination with TxDOT Transportation Planning & Programming (TPP) and subconsultants on traffic forecasting and operational analysis.
- Continued coordination with subconsultants on geotechnical services.
- Continued coordination with subconsultants on socio-economic services.
- Summary report of Context Sensitive Solutions (CSS) workshops and survey results are nearing completion.
- Continued preparation of FEIS and associated tasks.
- Coordinated with subconsultants on FEIS tasks.
- Attended scheduling meeting with FHWA, CCRMA, and TxDOT to review project scope.
- A indirect impacts workshop was held on October 21st to present the seagrass impacts, use of shading study for indirect impacts, and the use of the UMAM functional assessment methodology to identify mitigation needs. The workshop was held at the HNTB Brownsville office, attendees included CCRMA, TxDOT Pharr District and Belaire staff. Determined approximate amount of seagrass mitigation required for the project.
- Provided the Seagrass report to TxDOT and FHWA for review.
- Provided responses to USCG comments/question.

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.

- No activity this billing period.
- Prepared exhibit modifications requested by TxDOT in support of the Preliminary Jurisdictional Determination (Section 404 Individual Permit).

Olmito Switch Yard & Repair-In-Place Facility (Work Authorization No. 31)

This work authorization provides engineering services throughout the construction duration of the Olmito Switch Yard and Repair-In-Place (RIP) Facility by providing responses to the contractor's Requests for Information, Shop Drawing Review and As-Built construction plans.

- HNTB is assisting with the completion and close out of this project.
- On July 31, 2014 Brownsville PUB attempted to turn on the water to the RIP facility. There was a broken nut on the control wheel, they will fix the problem and try again.

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

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

- HNTB started on Supplemental Work Authorization for the plans, procurement, and construction of the Border Fencing on the UPRR Bridge. Items remaining to be completed are Gate at bent 41, fence on the bridge, lighting on the bridge, security equipment in building, communications wiring in the building, crossing for CCID #6, and VACIS system.
- The tamping of all rail has been completed, the UP maintenance and public crossings are now installed, and inside guard rail has been completed.
- The contractor has achieved substantial completion with only minor corrections and cleanup required.
- Mitigation coordination with USACE and CCRMA.
- HNTB is assisting with the completion and close out of this project.

Outer Parkway Study (Work Authorization No. 36)

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

- HNTB started on Work Authorization for the Environmental Assessment and Route Studies.
- Draft Classification Letter was revised per TxDOT ENV comments and resubmitted to the Pharr District for further processing.

West Rail RFIs, As-Builts (Work Authorization No. 40)

This work authorization provides construction phase services throughout the construction of the West Rail Relocation Project by providing responses to Requests for Information from the contractor and providing As-Built construction drawings. Also, records keeping will be provided through the use of DashPort.

- No tasks performed for this month.

SH 32 GEC (Work Authorization No. 49 - Preliminary Schematic and Environmental Approval)

This work authorization provides professional services for oversight, guidance, agency coordination, and issue resolution, necessary to expedite the preliminary development phases of these two SH 32 projects only. The two projects, which each have logical termini and independent utility, extend from US 77/83 to FM 3068 (herein referred to as SH 32-West) and from FM 3068 to SH 4 (herein referred to SH 32-East). The proposed projects are being developed by two prime subconsultants, (S&B Infrastructure, Ltd. and Traffic Engineers, Inc.) under the oversight of HNTB (GEC).

- HNTB started on Work Authorization for the Re-evaluation of the Environmental Assessment and Route Studies due to Value Engineering recommendations.

SH 32 West (Consultant – Traffic Engineers, Inc., or TEI):

- Continued project coordination with TEI.
- Archeological field was completed and report writing is underway.

SH 32 East (Consultant - S&B Infrastructure, Ltd., or S&B):

- Continued project coordination with S&B.
- Biological Assessment was revised per TxDOT comments, reviewed by the GEC and resubmitted to the TxDOT Pharr District for back check.

West Rail Bridge – RFI/Shop Drawings Review and CEI for Security Fencing, Gate, Illumination, and DHS Building Components (US portion of bridge only) (Work Authorization No. 69)

- Upon approval of the work authorization, HNTB notified the Contractor (McCarthy Builders) and the Subcontractor (ZIWA Construction) who are expected to complete most of the outstanding work, that work on the project would resume soon. HNTB met with the subcontractor and discussed the status of the plans. ZIWA was provided copies of the plans that were prepared to address change order #1 (Gate, Fence and Lighting). HNTB also provided responses to ZIWA on the design changes necessary to comply with the DHS/CBP instructions. ZIWA verbally agreed, contingent on McCarthy approval, to prepare the shop drawings necessary to fabricate the work and obtain the approval of DHS/CBP. When the shop drawings are submitted, HNTB will review them and forward copies to DHS/CBP for their review and approval. Once the shop drawings are reviewed and approved by HNTB and DHS/CBP, the contractor will proceed with construction of the improvements.

International Advisor Services (Work Authorization No. 73):

This Work Authorization provides appropriate subconsultant(s) for staff coordination with the Mexican agencies to develop and promote the Cameron County as an International Multimodal Logistics Hub (IMLH), to service the international industry, developing plans to promote and improve the infrastructure, services and systems, to offer a highly competitive and flexible logistics services.

- Continue working with Matamoros' officials and commissioners on the Los Indios Bridge projects. Continue researching all land next to the Los Indios Bridge on the Mexican side, with the help of the Tamaulipas Government.
- Provided support on planning for the visit by officials and businessmen from Mazatlan and the State of Sinaloa to the Cameron County region. This meeting was held on September 26 and 27. Attendance at several meetings with Judge Carlos Cascos, Eduardo Campirano and Ralph Cowen to work on the logistics of the events.
- Provided support for E. Campirano and R. Cohen to coordinate all the events, tours and transportation for the visitors. Conducted presentation for the Alliance during the MOU signing event. The Mayor of Mazatlan, Lic. Carlos Felton and the Sinaloa Secretary of Tourism led the delegation of 11 persons total. A full agenda of events was carried out on Friday the 26th, and on Saturday the 27th informal events were held all day, as well as one formal event at 6:30 PM at IBC.
- Conducted several meetings with Alejandro Fernandez, Matamoros Economic Development Secretary, to coordinate the agenda for the visit by officials from Mazatlan; they began the visit in Matamoros on the 25th of September.

- Weekly meetings and conference calls held with Cameron County, Port of Brownsville and Harlingen EDC, to follow up on different projects.
- Continue working with Tamaulipas Economic Development and Public Works officials to follow up on the projects at Los Indios Bridge. Meeting held this month with Raul Sepulveda, Director of the Tamaulipas Economic Development Department. Several meetings were held on the 24th and 25th of September with different people related to this project.
- On September the 24th the First International Trade Session was held at the Venezia Event Center. Following is a report.

Objective:

- Learn how US CBP Brownsville is working with the International Trade Community to speed up the inspection process at the Port of Entry.

Results:

- Excellent presentation made by Rafael Gonzalez, Chief CBP Officer and Armando Tabuada Import specialist from the Laredo Office. A lot of questions were answered. Chief Gonzalez commented on the reduction of the waiting time as a result of better communication with the users. Mr. Armando Tabuada made a presentation on the crossing time statistics and showed the audience how to check the waiting time using the bcis.tamu.edu web page; sponsored by TXDOT, this system uses Radio Frequency Identification (RFID) System to Measure Border Crossing and Wait Times. Also a CCRMA short presentation was made by Michelle Lopez about the TXtag. More than 52 people attended the 2 hour session. Tony Rodriguez was the session facilitator and made a short presentation about the Alliance.
- Attended several meetings to prepare for the second International Trade Session at the Harlingen EDC offices with: Harlingen EDC, DPS Officers and Canacar.
- Continue working with Harlingen EDC to prepare basic information to develop a project proposal for the development of the Los Indios bridge area and how to market.
- Attended monthly meetings with Canacar (Mexican Trucking Association) and CBP Officials. A lot of improvements have been made on the truck inspection process. The online manifest pre-register for empty trucks increased from 70 to 99.5%. Continue working together to speed up truck waiting time.
- Begin preparation of an analysis report on Brownsville-Pharr-Laredo crossing times, using data available online on TXDOT's web page. The data is collected by transponder and cannot be manipulated.


Consultant Management:

- Continued coordination with subconsultants and S&B Infrastructure as prime consultant on SH 550 Construction management including discussions with USACE officials on wetland mitigation that was performed as part of this project.

Agency Coordination:

- Conducted ongoing discussions with CCRMA staff, TxDOT staff and subconsultants for preparation of SPI 2nd Access project, SH 550, Olmito Switch Yard Repair-In-Place Facility construction project, West Rail construction project, SH 32 East Loop EAs and other miscellaneous items.

Best regards,

A handwritten signature in black ink that reads "Richard L. Ridings, P.E." in a cursive script.

Richard L. Ridings, P.E.
Vice President

cc: Carlos Lopez, P.E.

October 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: \$ 67,225.00
Supplemental	4	International Advisor Services	SA Cost: \$ 67,939.00
Supplemental	5	International Advisor Services	SA Cost: \$ 67,939.00
Supplemental	6	International Advisor Services	SA Cost: \$ 67,939.00
Supplemental	7	International Advisor Services	SA Cost: \$ 67,939.00
Supplemental	8	International Advisor Services	SA Cost: \$ 67,939.00
Supplemental	9	International Advisor Services	SA Cost: \$ 69,054.00
Supplemental	10	International Advisor Services	SA Cost: \$ 69,054.00
Supplemental	11	International Advisor Services	SA Cost: \$ 69,924.00
Supplemental	12	International Advisor Services	SA Cost: \$ 69,924.00
Supplemental	13	International Advisor Services	SA Cost: \$ 69,924.00
Supplemental	14	International Advisor Services	SA Cost: \$ 35,030.00
			Total Cost: \$ 1,110,836.00

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 Limites Y Aguas (CILA) and Kansas City Southern Mexico (KCSM).

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

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

Project Activity				
International Advisory Services				
Status:	Ongoing.			
Recent Activity:	Detailed report available.			
Upcoming Activity:	Attend coordination meetings.			
Outstanding Issues:	None.			
Design				
Status:				
Recent Activity:				
Upcoming Activity:				
Outstanding Issues:				
Other: Project Administration				
Status:				
Recent Activity:				
Upcoming Activity:				
Outstanding Issues:				
Task		Status	Date Anticipated Completion	% Complete
International Services		Ongoing	6/30/2014	100%
WA Amount:	\$ 1,110,836.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ 1,110,836.00			
Paid To Date:	\$ 1,110,836.00			
Unpaid Balance:	\$ -			
Funding Source:	Cameron County			
			Total: \$	-

HNTB

October Status Report

HNTB

Project		West Rail Construction & Inspection Services
Work Authorization	33	Construction & Inspection Services
Supplemental	2	Construction & Inspection Services
Supplemental	1	Construction & Inspection Services

WA Cost: \$ 1,255,920.00

SA Cost: \$ 358,021.00

SA Cost: \$ 48,623.00

Total Cost: \$ 1,662,564.00

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

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

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

Project Activity

West Rail Bypass Construction Inspection

Status: Ongoing.

Recent Activity:

Contractor has completed track construction and is performing a final cleaning up. Coordination with USACE on mitigation site non-compliance.

Upcoming Activity:

Clean up.

Outstanding Issues:

Awaiting resolution of DHS change order items and the associated funding. Awaiting approval of outstanding SWAs.

Task		Status	Anticipated Completion	% Complete
West Rail Construction Inspection Services (CI)				
Project Management, Administration, QA/QC		Complete	10/21/2013	100%
Process Invoices and Progress Reports		Complete	10/21/2013	100%
Construction Inspection Services				100%
Construction Management		Complete	10/21/2013	100%
Construction Observation and Inspection		Complete	10/21/2013	100%
Record Keeping and File Management		Complete	10/21/2013	100%
Schedule		Complete	10/21/2013	100%
Project Close-Out				
Construction Management		Complete	10/21/2013	100%
Record Keeping and File Management		Complete	10/21/2013	100%
Post Construction Services		Ongoing	10/21/2013	90%
WA Amount:	\$ 1,662,564.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ 1,650,298.05			
Paid To Date:	\$ 1,650,298.05			
Unpaid Balance:	\$ -			
Funding Source:				
Total:				\$ -

October Status Report

HNTB

Project Outer Parkway Planning Study
Work Authorization ☒ Outer Parkway Planning Study
Supplemental ☐
Supplemental ☐

WA Cost: \$ 103,839.00

SA Cost:

SA Cost:

Total Cost: \$ 103,839.00

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

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

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

Project Activity

Outer Parkway Planning Study

Status: Complete.

Recent Activity:

Drafted Environmental Classification letter for FHWA concurrence on EA classification.

Upcoming Activity:

Submit Classification letter to FHWA.

Outstanding Issues: None.

Task		Status	Date of Anticipated Completion	% Complete
Outer Parkway Planning Study				
Project Management and Coordination		Complete	3/1/2011	100%
Data Collection		Complete	3/1/2011	100%
Meetings/Management		Complete	3/1/2011	100%
WA Amount:	\$ 103,839.00	Outstanding Invoice Number:	Days Old	Invoice Amount
Billed To Date:	\$ 103,839.00			
Paid To Date:	\$ 103,839.00			
Unpaid Balance:	\$ -			
Funding Source:				
Total:				\$ -

October Status Report

HNTB

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

WA Cost:	\$	171,150.00
SA Cost:		
SA Cost:		
SA Cost:		
Total Cost:	\$	171,150.00

Description: This Work Authorization is to provide response to questions related to the plans and specifications as needed throughout the duration of the construction and review of shop drawings.				
Scope: Project Manager shall be the point of contact for the AUTHORITY to address issues regarding project staff, progress, response to questions related to the plans and specifications as needed throughout the duration of the construction.				
Deliverable: Responses to RFI, as-builts and record keeping.				
Project Activity				
West Rail RFI, Shop Drawings				
Status:	Respond to RFIs on an as-needed basis.			
Recent Activity:	Project management (see GEC Progress Report).			
Upcoming Activity:	Respond to RFIs on an as-needed basis.			
Outstanding Issues:	Awaiting approval for SWAs (additional RFIs/shop drawing review/DHS coordination).			
Task		Status	Anticipated Completion	% Complete
West Rail RFI, Shop Drawings				
Project Management		Complete	10/21/2013	100%
Respond to Requests for Information		Complete	10/21/2013	100%
WA Amount:	\$ 171,150.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ 302,753.10	108-40619-CN-040	16	\$ 131,603.10
Paid To Date:	\$ 171,150.00			
Unpaid Balance:	\$ 131,603.10			
Funding Source:				
Total:			\$	131,603.10

October Status Report

HNTB

Project Olmito RIP CI Services
 Work Authorization ☒ 47 Construction & Inspection Services
 Supplemental ☐
 Supplemental ☐
 Supplemental ☐

WA Cost: \$ 134,538.00

SA Cost: \$ -

SA Cost: \$

SA Cost: \$

Total Cost: \$ 134,538.00

Description: This Work Authorization is to provide construction inspection (CI) for the Union Pacific Railroad (UPRR) Olmito Yard Repair in Place (RIP) Facility. The construction of this facility allow the UPRR to relocate their current repair in place operations from Harlingen to Olmito and expand their capabilities.

Scope: Construction administration for the Olmito Yard repair-in-place (RIP) facility and lighting. This includes building, equipment, track, drainage, construction sequencing, SWPPP, pay estimates, quantities, and schedule.

Deliverable: Olmito RIP Facility pay estimates, ARRA paperwork, and construction schedule.

Project Activity

Olmito RIP Facility Construction Inspection Services (CI)

Status: Construction at 99% complete.

Recent Activity: None.

Upcoming Activity: BPUB to energize water line. Schedule final walk through with UPRR for facility acceptance.

Outstanding Issues: Awaiting resolution on outstanding SWA. The County had been sent a request to provide warranty deed or metes and bounds for water/sewer line and submit payment on impact fees for both to BPUB.

Task	Status	Anticipated Completion	% Complete
Olmito RIP Facility Construction Inspection Services (CI)			
Project Management, Administration, QA/QC	Ongoing	1/31/2013	95%
Process Invoices and Progress Reports	Ongoing	1/31/2013	95%
Construction Inspection Services	Ongoing	1/31/2013	95%
Construction Management	Ongoing	1/31/2013	95%
Construction Observation and Inspection	Ongoing	1/31/2013	95%
Record Keeping and File Management	Ongoing	1/31/2013	95%
Schedule	Ongoing	1/31/2013	95%
Project Close-Out			
Construction Management	Ongoing	1/31/2013	20%
Record Keeping and File Management	Ongoing	1/31/2013	20%
WA Amount:	\$	134,538.00	Outstanding Invoice Number
Billed To Date:	\$	134,538.00	Days Old
Paid To Date:	\$	134,538.00	Invoice Amount
Unpaid Balance:	\$	-	
Funding Source:			
Total: \$ -			

October Status Report

HNTB

Project		SH 32 GEC
Work Authorization	49	SH 32 GEC
Supplemental	1	SH 32 GEC
Supplemental	2	SH 32 GEC

WA Cost:	\$	1,961,997.00
SA Cost:	\$	18,277.00
SA Cost:	\$	243,639.00
Total Cost:	\$	2,223,913.00

Description: This work authorization provides professional services for oversight, guidance, agency coordination, and issue resolution, necessary to expedite the preliminary development phases of these two SH 32 projects only. The two projects, which each have logical termini and independent utility, extend from US 77/83 to FM 3068 (herein referred to as SH 32-West) and from FM 3068 to SH 4 (herein referred to SH 32-East). The proposed projects are being developed by two prime subconsultants, (S&B Infrastructure, Ltd. and Traffic Engineers, Inc.) under the oversight of HNTB (GEC).

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

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

Project Activity**East Loop EA**

Status: On-going. SH 32-West EA prepared. SH 32-East EA prepared.

Recent Activity:

Submittal of SH 32 East Biological Assessment and Antiquities Permit application to TxDOT. Submittal of Antiquities Permit application for SH 32 West to TxDOT. Value Engineering study occurred between 4/15/14 to 4/17/14.

Upcoming Activity:

Submittals of EA, BA and archeology results.

Outstanding Issues: None

Task		Status	Date of Anticipated Completion	% Complete
East Loop EA				
Project Management and Coordination				88%
WA Amount:	\$ 2,223,913.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ 2,159,943.62	108-40619-PL-049	16	\$ 12,181.95
Paid To Date:	\$ 2,147,761.67			
Unpaid Balance:	\$ 12,181.95			
Funding Source:				
Total:				\$ 12,181.95

October Status Report

HNTB

Project International Advisor Services - Multimodal Logistic HUB
 Work Authorization ☒ 73 Cameron County International HUB
 Supplemental ☐
 Supplemental ☐

WA Cost: \$ 86,393.00
 SA Cost: \$ -
 SA Cost: \$ -
 Total Cost: \$ 86,393.00

Description: This work authorization provides appropriate subconsultant(s) for staff coordination with the Mexican agencies to develop and promote the Cameron County as an International Multimodal Logistics Hub (IMLH), to service the international industry, developing plans to promote and improve the infrastructure, services and systems, to offer a highly competitive and flexible logistics services.

Scope: This work authorization will develop and consult with the Cameron County International Multimodal Logistic HUB (IMLH) to service the International Industry and to develop marketing plans to promote and improve the infrastructure, as well as services and systems to offer highly competitive and flexible logistics services.

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

Project Activity

International Advisory Services

Status: On-going.

Recent Activity:

Stakeholder meetings.

Upcoming Activity:

Continue stakeholder meetings and workshops.

Outstanding Issues:

Task	Status	Date of Anticipated Completion	% Complete
------	--------	--------------------------------	------------

International Advisory Services

Project Management and Coordination

72%

WA Amount:	\$	86,393.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$	62,380.50			
Paid To Date:	\$	62,380.50			
Unpaid Balance:	\$	-			
Funding Source:					
Total:					\$ -

**2-B PRESENTATION OF THE STATUS OF THE SH 550 DIRECT
CONNECTOR PROJECT FOR OCTOBER 2014**



SH 550 CONSTRUCTION UPDATE

November 13, 2014



L & G Engineering Laboratory
Geotechnical • Construction Material Testing



HNTB Corporation
The HNTB Companies
Engineers Architects Planners
TBE FIRM REGISTRATION NO.: 420

SH 550 Key Dates



-PRE-CONSTRUCTION MEETING	2-20-2013
-NTP ISSUED	2-23-2013
-ACTUAL CONST. START DATE	3-4-2013
-FEDERAL AUDIT IN FIELD	5-20-13
-82.9 % COMPLETE AS OF	09-25-14
-MILESTONE START DATE (IH 69 LANE CLOSURE)	11-1-13
-LOCAL LET GOV. PROCEDURES AUDIT	8-1-13
-TxDOT AUDIT- 30%	9-10-13 to 9-12-13
-TxDOT ENVIRONMENTAL INSPECTION-INITIAL	2-18-2014
-IH 69 LANE CLOSURE FOR DIRECT CONNECTOR BENT CONSTRUCTION (BETWEEN MAINLANES)	7-8-14
-PROJECTED CONST. END DATE -ORIGINAL	9-22-2014



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TBPE FIRM REGISTRATION NO.: 420

SH 550 Key Dates



-TxDOT AUDIT- 60%-90%

9-11-2014

--TxDOT ENVIRONMENTAL INSPECTION FOLLOW-UP

9-11-2014

-PROJECTED CONST. END DATE- **CO#2**

12-8-2014



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TBPE FIRM REGISTRATION NO.: 420

Major Items of Work in Progress



ITEM	UNIT	PROJECT TOTAL	QUANTITY COMPLETED TO DATE	% COMPLETE TO DATE	PREVIOUS UPDATE (SEPTEMBER 2014) COMPLETE TO DATE
EMBANKMENT	CY	305,077.00	301,822.75	98.9%	98.9%
DRILLED SHAFTS	EA	16.00	16.00	100.0%	87.5%
REINFORCED CONC SLAB	SF	245,188.00	225,737.00	92.1%	83.3%
CONC PAVEMENT CRCP 12"	SY	75,246.00	63,623.14	84.0%	67.7%
HOT MIX	TON	24,678.00	10,171.35	41.0%	36.7%
RETAINING WALLS (MSE)	SF	33,549.00	33,549.00	100.0%	98.0%
STEEL GIRDERS	LB	1,065,198.00	613,554.00	100.0%	57.0%



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TBPE FIRM REGISTRATION NO.: 410

Major Items of Work Completed



ITEM	UNIT	PROJECT TOTAL	QUANTITY COMPLETED TO DATE	% COMPLETE TO DATE
CONCRETE PILES	EA	598.00	598.00	100.0%
BRIDGE FOOTINGS	EA	58.00	58.00	100.0%
BRIDGE COLUMNS	EA	58.00	58.00	100.0%
CAPS FORMED AND POURED	EA	38.00	38.00	100.0%
CONCRETE BEAMS	LF	28,433.31	28,433.31	100.0%



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TBPE FIRM REGISTRATION NO. : 420

Major Items of Work in Progress



MAIN TOLL PLAZA GANTRY CONDUIT RISERS



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Major Items of Work in Progress



NBDC FLEXBASE PLACEMENT



L & G Engineering Laboratory

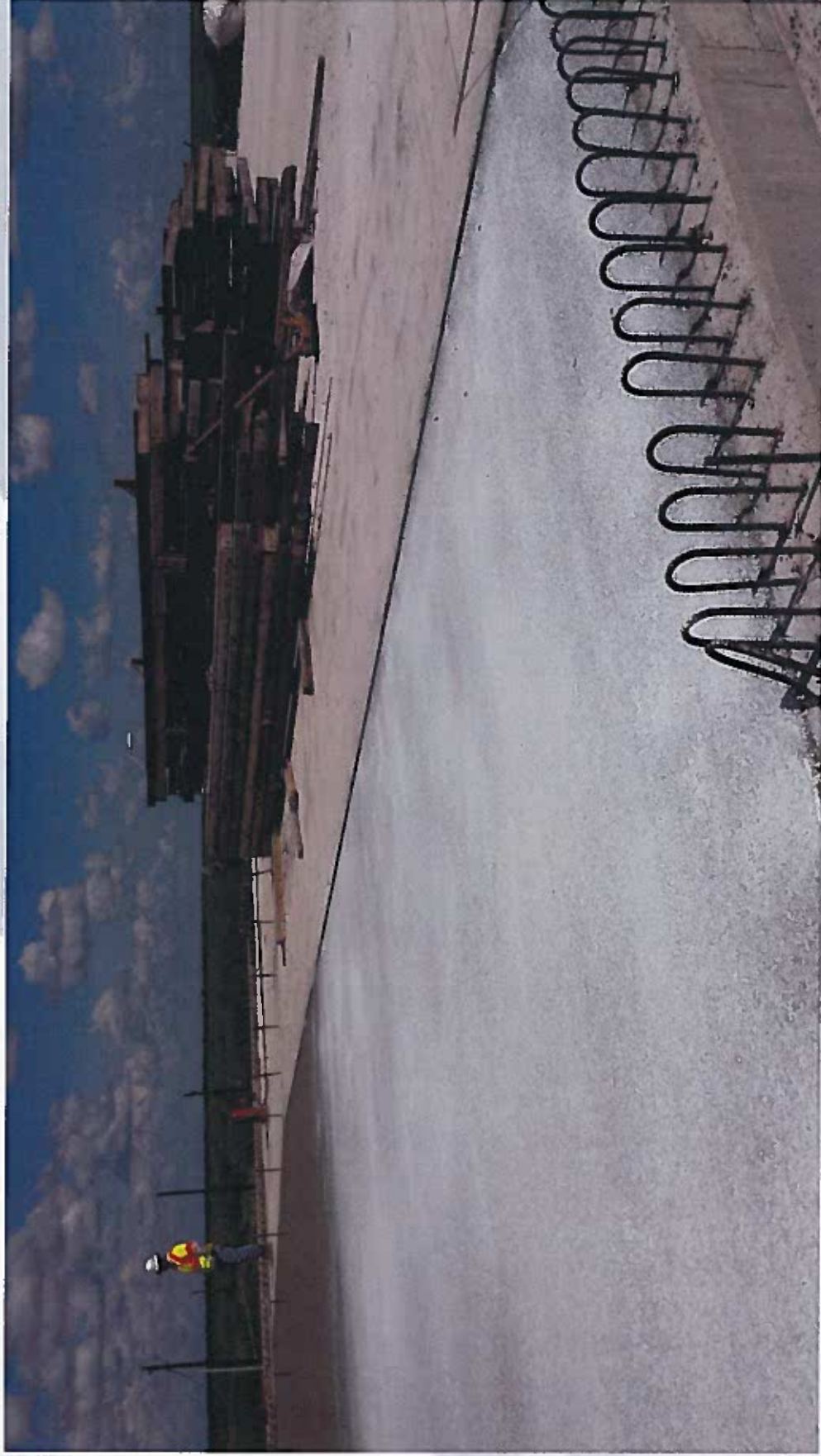
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Major Items of Work in Progress



CONCRETE APPROACH PAVEMENT-OLD ALICE RD.



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Major Items of Work in Progress



STEEL GIRDER DIAPHRAGM WELDING



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TYPE FIRM REGISTRATION NO. : 420

Major Items of Work in Progress



SBDC ASPHALT PLACEMENT



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TBPE FIRM REGISTRATION NO.: 420

Sub. of Pay Est. # 20 – OCTOBER 2014



Quantities for October
are Preliminary and
Subject to Change upon
Final Estimate Review.

Estimate No. 20			
Original Contract Days	565	CO #2 Approved:	
Days Added by Change Order	0	618 Revised Contract Days	
		53	
Total Contract Time	565	Revised Total Contract	
Contract Days Previously Billed	568	618 Time	
Contract Days this Period	30		
Days Remaining	0		
% Contract Time Used	100.0%	96.9% Revised Time Used	
Contract Amount		\$ 43,963,291.32	
Additional Change Order #2 Dollars		\$ 34,000.00	
Revised Contract Amount		\$ 43,997,291.32	
Previous Payments		\$ 36,455,979.97	
Balance Due this Estimate		\$ 2,289,853.89	
Net Amount Earned to Date		\$ 38,745,833.85	
Percentage of Contract Billed to Date		88.1%	
Balance of Contract		\$ 5,217,457.47	



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Engineers Architects Planners
TYPE FIRM REGISTRATION NO.: 420

Local Project Staffing



BASED ON SEPTEMBER ESTIMATE

Local (RGV) Contractor Personnel – 68 Daily FTE's

Non-Local (RGV) Contractor Personnel – 1 FTE

Local (RGV) CM Personnel – 3 Daily FTE's

Total Personnel – 72 Daily FTE's



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TBPE FIRM REGISTRATION NO.: 420

Local Project Staffing



BASED ON OCTOBER ESTIMATE #20

Total Paid to Date (OCTOBER2014 Estimate) – \$38,745,833.85

Local (RGV) Contractor Payments – \$33,205,179.60 (85.7%)

Non-Local (RGV) Contractor Payments – \$5,540,654.25 (14.3%)

Quantities for October are Preliminary and Subject to Change upon Final Estimate Review.



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TYPE FIRM REGISTRATION NO.: 420

2-C PRESENTATION OF THE MARKETING EFFORTS

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



1. Univision / TV Commercials-

- a. The commercial is completed and compressed for use. We finished last week after a long week of shooting and editing. The commercial highlights the convenience of SH 550 and the purpose of TxTag for Cameron County residents. The commercial starts airing next week.
- b. Package will include:
 - i. 10, 30-second commercials on Univision- working on the storyboards for this production. We'll be shooting 3 videos: One :60 sec ad in English, one:30 sec ad in Spanish, one :30 sec ad in English.
 - ii. 10, 30-second commercials on MundoFox- same video will be used.
 - iii. 2, 5-minute interviews on their morning show, Alegre Despertar.
 - iv. Text blast to 40,000+ subscribers
 - v. Banner Ad on Univision's home page
 - vi. Facebook Post
 - vii. Twitter post

2. FACEBOOK MARKETING-

- a. The page has remained consistent in obtaining new active users from Cameron County. No decrease in activity has been present throughout the month. A notable increase in engagement has been seen through developing information such as the status update of SH 550's final phase. The following information highlights the growth within September 30th - November 1st:
 - i. **Page Likes:** 667 Total Page Likes ↑22.4% from last week
 - ii. **New Page Likes:** 392 New Page Likes ↑170%
 - iii. **Post Reach:** 12.4K Total Reach ↑13.5% from last week
 - iv. **Additional Information:**
 - 1. 43% Women
 - 2. 57% Men
 - v. **Age ranges:**
 - 1. 18-24: 10%
 - 2. 25-34: 31%
 - 3. 35-44: 28%
 - 4. 45-54: 15%
 - 5. 55-64: 11%
 - 6. 65+: 5%
 - vi. Through interactive information we receive in this social networking platform, we can conclude that users are actively sharing information posted on our page. The active base is also cross referencing to our website for more information concerning CCRMA's projects.

3. WEBSITE-

- a. Our website has been updated with a more user-friendly home page that includes additional resources for TxTag and an active feed for projects. SH 550's page has also been updated with new photography that portrays the status of the final phase. More updates are soon to come in the following weeks to promote United for Veterans and its participating contributors.

Avg. Page views/Month: 1,923
Pages/Session: 3.01
% New Sessions: 64.11%
New Visitor vs. Returning Visitor: 64.1% / 35.9%

List of Cities based on Traffic (US):

Brownsville 70.67%
Austin 8.19%
McAllen 4.12%
Dallas 2.61%
Harlingen 2.61%

List of Regions based on Traffic (MX):

Tamaulipas 1.97%
Campeche 1.51%
Federal District 1.13%
Guanajuato 0.98%

Device Categories based on Traffic:

Desktop 80.25%
Mobile/Tablet 19.75%

Traffic Acquisition:

Direct 47.50%
Referral 26.00%
Social 13.90%
Organic Search 12.50%

Additional Information:

We have seen an increase in referral based acquisition for the site due to the increase in hyperlinking from other sites - media related. Participating websites are now adding new hyperlinks to connect with our page. A recent example is the use of ccrma.org in an online publication currently being distributed from McAllen.

1st Level of Interaction:

www.ccrma.org 1
www.ccrma.org/txtag 2
www.ccrma.org/projects/spi2ndaccess 3
www.ccrma.org/about 4

These are the pages that have captured the most traffic. Once users visit this page, the following levels have been the next pages that they have clicked on.

2nd Level of Interaction:

www.ccrma.org/projects/ 1
www.ccrma.org/about/ 2
www.ccrma.org/txtag/ 3
www.ccrma.org/community4
www.ccrma.org/tollbill 5

3rd Level of Interaction:

www.ccrma.org 1
www.ccrma.org/projects/spi2ndaccess 2
www.ccrma.org/projects/ 3
www.ccrma.org/sh550 4
www.ccrma.org/about 5

The information shows how our users are behaving and what has been capturing their attention. This will allow our marketing team to assist in redirecting traffic and provide insightful information as to what our community is interested in learning about.

4. rgVision MAGAZINE-

- a. Account has been paid in full. The latest edition has already been released and print copies will be delivered in the upcoming days. Along with the editorial marketing, email mass senders have already been initiated in groups to allow a more steady circulation. Event invitations will also be given in which CCRMA can participate in for TxTag promotion. To read the current online article us the following link:
<http://rgvisionmagazine.com/2014/10/faster-safer-island-routeopening-soon/>



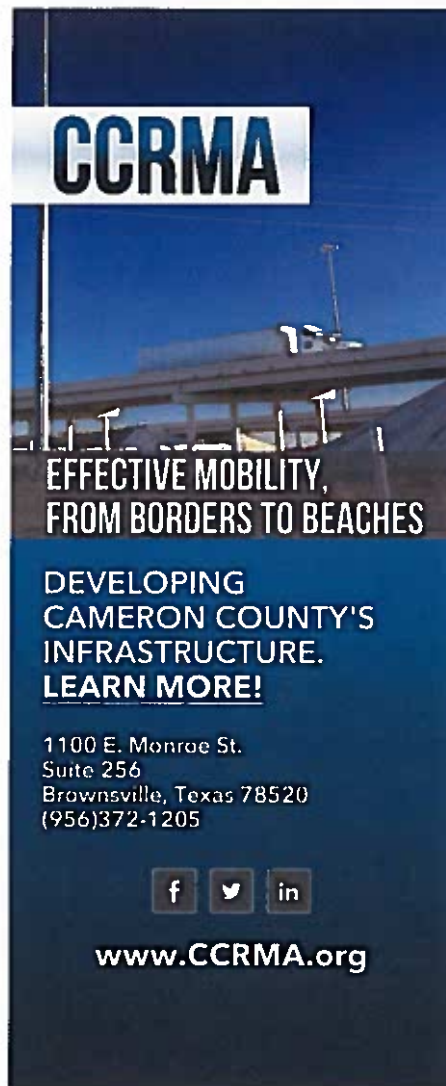
NOV/DEC AD

- b. Magazine package includes:
- 6 Publications that include:
 - 1 Full Page Ad per issue
 - 1 Business Insider per issue
 - Editorial per issue
 - 1500 emails per month
 - Website Advertising in rgvisionmagazine.com
 - Facebook and Twitter Promotion (combined audience - 1789)

5. TXTAG MOBILE UNIT-

- a. The mobile unit is currently awaiting arrival of table covers. All marketing materials have arrived to begin operation.
- b. A calendar will be worked on to set aside dates for use of the CCRMA Mobile Unit.

Retractable Banner



6. UNITED FOR VETERANS PROGRAM-

- a. Update:
 - i. Cardenas Motorplex- Donated.
 - ii. Bright Finishing- Donated. Will be donating to our campaign once a year.
- United for Veterans has been integrated to our new website: www.ccrma.org for anyone who wants to know more information.

7. MASS EMAIL CAMPAIGN-

- a. This campaign has started. The emails have been sent to more than 2,000 addresses.

8. Billboards-



9. Overall, The fiscal year has started with media purchasing and content creation. We expect another growth in brand awareness and TxTag conversion. There are scheduled events that will help Cameron County residents become aware of the direction the Cameron County Regional Mobility Authority has at the moment. Based on the information we have obtained, we can observe that interest has increased in future projects that the CCRMA has planned to further develop and complete. One notable example has been the constant increase in SPI's 2nd Access project. This allows for a healthy foundation for any future campaigns to help promote its awareness. In addition with this developing interest, we are now starting to see the same effect with TxTag. It is recommended that within 6 months a survey should be performed to evaluate the readiness and activeness of Cameron County residents. This will allow the CCRMA to assess any questions or voids residents may have about the organizations and its projects.

**3-B CONSIDERATION AND APPROVAL OF A ONE YEAR EXTENSION
ON THE BANK DEPOSITORY WITH IBC BANK**



MEMORANDUM

TO: CCRMA Board of Directors

FROM: Pete Sepulveda, Jr.
Executive Director

PSO

DATE: November 13, 2014

RE: Item 3-B

The Depository Agreement with IBC Bank allows for two, one (1) year extensions on the Contract. This would be extension two (2) of the Contract. I would like to request authority to exercise the authority to extend the Agreement by one (1) year as allowed in the Agreement.

Staff recommends approval.

If you have any questions, let me know.



November 13, 2014

Mr. Fred W. Rusteberg, President
IBC Bank, Brownsville
1600 Ruben Torres Boulevard
Brownsville, TX 78521

RE: Mutual Depository Contract

Dear Mr. Rusteberg:

On behalf of the Cameron County Regional Mobility Authority and the Depository Agreement with IBC Bank which allows for two (2), one (1) year extensions on the Contract executed on May 31, 2011, we opt to exercise the second one (1) year extension of the current Agreement from June 1, 2014, and ending May 31, 2015 with no other changes requested.

Sincerely,


Pete Sepulveda, Jr.
RMA Executive Director

BOARD COMMITTEE

☒ APPROVED

☐ APPROVED SUBJECT TO

Date: 11-25-14

Secretary: B. Ganga

4-A APPROVAL OF CLAIMS



MEMORANDUM

TO: Chairman and Board Members

FROM: Pete Sepulveda, Jr. *PSJ*

RE: Claims – Item 4A

DATE: November 13, 2014

Attached are the Claims that are being presented for consideration and payment.

The Claims include:

- Anderson Columbia – SH 550 DC Construction for October 2014
- Bank of New York Mellon – Fiscal Agent Fees for 2014 Refunding Bonds
- Comptroller and Marketing Director - reimbursement for Mobile Phone Contract
- Cameron County - 2013 CAF Fee
- Cameron County – reimbursement for ED as of 9/30 Payroll
- Contract Services for the Month of October (Legal & IT Services)
- HNTB – GEC Oversight on SH 32 Project
- Rentfro Law Firm – West Rail ROW and Legal Services
- S&B Infrastructure – Construction Management for October 2014 SH 550

I recommend approval of the invoices.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Invoices Selected for Payment - Claims to be Paid

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
Adrian	Adrian Rincones	AR Cell 10/14	100.00	Cell phone reimbursement for CFO and Marketing Director
Anderson Columbia	Anderson Columbia Co., Inc	3622-01-003-20	2,289,853.89	Construction on SH550 for month of October
BNY	Bank of New York Mellon	252-1823450	2,625.00	Fiscal Agent Fees for 2014 Refunding Bonds
Cameron County	Cameron County	2014-113	28,700.88	Executive Director Payroll as of 9/30
Cameron County	Cameron County	County CAF 2013	16,666.67	County 2013 CAF Fee
DYLBIA L. VEGA	DYLBIA L JEFFERIES VEGA	DLV - October 2014	1,100.00	Legal services for month of October 2014
Franco San Miguel	FRANCISCO J SANMIGUEL	FS October 2014	1,750.00	IT an Toll Maintenance Support
HNTB	HNTB CORPORATION	108-40619-PL-049	12,181.95	GEC Oversight on SH32 Project
Michelle Lopez	Michelle Lopez	ML Cell 10/14	100.00	Cell phone reimbursement for CFO and Marketing Director
S&B	S&B Infrastructure, LTD	U1965-21	96,671.56	Construction management for October SH550
The Rentfro Law ...	The Rentfro Law Firm, PLLC.	018148	1,201.75	ROW & Mitigation Legal Services West Rail
The Rentfro Law ...	The Rentfro Law Firm, PLLC.	018149	1,110.80	ROW & Mitigation Legal Services West Rail
Report Total			2,452,062.50	



MEMORANDUM

TO: Chairman and Board Members

FROM: Pete Sepulveda, Jr. *PSJ*

RE: Claims Item 4-A

DATE: November 13, 2014

Attached are the Claims paid October 24th and being presented for Board acknowledgment.

The Claims include:

- Advertisement Services with Univision
- Angel T. Perez and Daniel Huerta – Lane Closure Services for Toll Maintenance
- Contract Services for October (Administrative Support)
- Controller – Internet reimbursement, Travel, Office Supplies, Various Expenses
- CNA Surety – R. Gallegos Surety Bond
- Fagan Consulting – Toll Direct Connector ILA Oversight
- IT – Reimbursement for Lift Rental
- Locke Lord LLP – Legal Services on VRF Bond Refunding
- Marketing Director – Mileage Reimbursement
- PUB – SH 550 Utilities
- RGV – Spotlight – Commercial Video Production
- Sullivan Public Affairs – Government Relations Consulting for October 2014
- TML – Employee Health Insurance for October 2014
- TxDOT – Materials Inspection
- TXU – SH 550 Utilities
- Xerox – Office Printer Lease
- Ziegner Technologies – Account Software Hosting

I recommend acknowledgment and approval of the invoices.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Invoices Selected for Payment - Claims to be Paid

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
Adrian	Adrian Rincones	AR - 10-21-14	1,599.36	Emp Reimbursement for Internet, Travel Registration, Office
Adrian	Adrian Rincones	AR 10-20-14	501.36	Travel to Austin for Ziegner Tech meeting for Acct Software and other mileage
HNTB	HNTB CORPORATION	108-40619-CN-069	1,386.29	West Rail Bridge RFI
HNTB	HNTB CORPORATION	108-40619-PL-073	6,398.00	International Advisor for Multi-Modal Hub
PEDRO SEPULVE...	PEDRO SEPULVEDA JR.	PSJ 10-16-14	993.50	FHWA & TxDot Meeting
The Rentfro Law ...	The Rentfro Law Firm, PLLC.	018029-031	1,715.25	West Rail ROW Legal Matters
ZIEGNER	ZIEGNER TECHNOLOGIES	102745	402.00	Monthly hosting of Acct Software
ZIEGNER	ZIEGNER TECHNOLOGIES	102763	402.00	Monthly hosting of acct software
Report Total			13,397.76	

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Invoices Selected for Payment - Claims to be Paid

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
Adrian	Adrian Rincones	AR 11-5-14	654.58	Reimbursement for various expenses
Angel T Perez	Angel Timoteo Perez	AP 10-31-14	140.00	Lane Closure services for Toll Maintenance
Blanca C. Betanco...	Blanca C. Betancourt	10	3,250.00	Contract services for October 2014
CNA Surety	CNA Surety	0601 - 71344644	323.75	Surety Bond - R Gallegos
Daniel Huerta	Daniel Huerta	DH 10-31-14	140.00	Lane Closure services for Toll Maintenance
Entravision	Entravision Communications	1	1,000.00	Advertisement services with Univision
Fagan Consulting	Fagan Consulting LLC	CCRMA - 1014	3,026.00	Toll Direct Connector ILA Oversight
Franco San Miguel	FRANCISCO J SANMIGUEL	FS 10-31-14	284.59	Reimbursement to Franco for Lift rental
Locke Lord	Locke Lord LLP	1100447	843.20	Legal services for Sep on legislative matters
Locke Lord	Locke Lord LLP	1100448	5,608.00	Legal Services on VRF Bond refunding
Locke Lord	Locke Lord LLP	1100449	6,917.70	Legal services for Outer Pkwy Project
Michelle Lopez	Michelle Lopez	ML Oct Mileage	208.94	Mileage reimbursement Marketing Director
PUB	Public Utilities Board	PUB Oct-14	286.20	Utilities on SH550
RGV Spotlight	RGV Spotlight	INV-0A12930B	2,500.00	Commercial Video Production
Sullivan Public Affa	Sullivan Public Affairs	CC102014	7,500.00	Govt Relations Consulting Oct 2014
TML Emp Health	TML Intergovernmental Employee Benefits Pool	2014-11	2,315.82	Emp health insurance cost for Oct 2014
TxDot - Constructi...	Texas Department of Transportation - Construction Division	CST00000251	195.85	TxDot Materials inspection
TXU	TXU Energy	056201209539	622.74	Utilities on SH 550
Xerox	Xerox	076677884	457.89	Office printer lease pmt
ZIEGNER	ZIEGNER TECHNOLOGIES	102717	402.00	Acct Software hosting
ZIEGNER	ZIEGNER TECHNOLOGIES	102780	402.00	Acct Software Hosting service
Report Total			37,079.26	



MEMORANDUM

TO: Chairman and Board Members

FROM: Pete Sepulveda, Jr. *PSJ*

RE: Sullivan Public Affairs Invoice – Item 4A

DATE: November 13, 2014

Sullivan Public Affairs continues to work with the Texas Transportation Commission and TxDOT Staff in relation to the CCRMA Projects including I69E and the West Rail Projects as well as on-going conference calls with both TxDOT and FHWA. Sullivan Public Affairs has also assisted in the environmental process for the SPI 2nd Access Project with TxDOT Environmental Staff. They have also facilitated meetings with TxDOT to discuss East Loop funding and potential Proposition 1 funds for some of the CCRMA's System Map Projects.

I recommend approval of the invoice.

**4-B CONSIDERATION AND APPROVAL OF FINANCIALS STATEMENTS
FOR OCTOBER 2014**



OCTOBER 2014 FINANCIAL STATEMENTS

Pete Sepulveda Jr. Executive Director
Jesus Adrian Rincones CPA, CFE, Chief Financial Officer



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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 10/31/2014
(In Whole Numbers)

	Current Year
ASSETS	
Current Assets:	
Cash and cash equivalents	
CCRMA Claims Account	14,236
CCRMA Operating Fund	4,328,747
TxTag - Replenishment Account	1,086
CCRMA Bond/Debt Funds	793,674
Total Cash and cash equivalents	5,137,743
Restricted cash accounts - debt service	
CCRMA Toll Revenue Funds	22,795
2010 A & B Pledged Revenue Funds	33,582
2010 A Debt Reserve	1,038,587
2010 A Debt Service	763,277
2010 B Debt Reserve	1,218,154
2010 B Debt Service	254,462
2012 Bond CAPI funds	977,092
2012 Bond Operating Fund	148,022
2012 Bond Project Funds	8,836,630
2012 Bonds Rate Stabilization Fund	880,010
2012 Bond Pledged Revenue	103,116
2012 Bonds Debt Service	318,617
Total Restricted cash accounts - debt service	14,594,342
Accounts receivable	
Accounts Receivable - Customers	252,679
Vehicle Registration Fees - Receivable	9,580
Total Accounts receivable	262,259
Accounts receivable - other agencies	
Accounts Receivable - Other Agencies	1,159,889
Due from Other Agencies	145,415
Total Accounts receivable - other agencies	1,305,304
Prepaid expenses	
Prepaid Rent	1,050
Total Prepaid expenses	1,050
Total Current Assets:	21,300,698
Non Current Assets:	
Capital assets, net	
Furnishings & Equipment	4,389,738
Accumulated Depreciation-Furnishings & Equipment	(319,322)
Infrastructure & Utilities	12,958,232
Accumulated Depreciation-Infrastructure	(323,956)
Total Capital assets, net	16,704,692
Capital projects in progress	
CIP - Planning & Coordination	269,164
CIP - Preliminary Engineering & Design	3,322,235
CIP - Environmental Studies	12,703,377
CIP - Mitigation	94,575
CIP - Right of Way	366,146
CIP - Utilities	171,015
CIP - Construction	40,452,240
CIP - Construction Engineering	17,481
CIP - Construction Management	2,319,403
CIP - Direct Legal Costs	459,078

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 10/31/2014
(In Whole Numbers)

	Current Year
CIP - Capitalized Interest	1,403,620
CIP - Indirect Administration and Overhead	71,100
Total Capital projects in progress	61,649,435
Other assets	
Other Assets	39,392,799
Total Other assets	39,392,799
Unamortized bond prepaid costs	
2012 Bonds Prepaid Insurance	116,364
2014 Bond Prepaid Insurance	12,098
Total Unamortized bond prepaid costs	128,462
Total Non Current Assets:	117,875,387
Total ASSETS	139,176,085
LIABILITIES	
Current Liabilities	
Accounts payable	
AP - Operations	612,913
AP - Project Exenditures	2,641,531
Total Accounts payable	3,254,444
Accrued expenses	
TxTag Customer Deposits	101
Toll Refunds from MSB	1,146
Total Accrued expenses	1,247
Payroll liabilities	
Federal Tax Withholding	1,912
Payroll Tax Payable	2,313
Retirement Contribution Payable	1,025
Total Payroll liabilities	5,251
Deferred revenue	
Deferred Revenue	1,560
Total Deferred revenue	1,560
Total Current Liabilities	3,262,503
Non Current Liabilities	
Due to other agencies	
Cameron County	167,500
Due to other Govts	2,014,428
Total Due to other agencies	2,181,928
Due to TxDot	
Union Pacific - West Rail Project	25,178,814
Union Pacific - Olmito Switchyard	9,844,058
TxDot FAA - South Padre Island	8,818,207
TxDot FAA - West Parkway	2,244,589
Total Due to TxDot	46,085,668
Long term bond payable	
2010A Bonds Payable	11,480,000
2010A Unamortized Premium	64,212
2010B Bonds Payable	15,535,000
2012 Bonds Payable	40,000,000
2012 Unamortized Premium	4,160,407
2014 Bonds Payable	5,000,000
2014 Bond Premium	152,834
Total Long term bond payable	76,392,454

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 10/31/2014
(In Whole Numbers)

	Current Year
Total Non Current Liabilities	<u>124,660,049</u>
Total LIABILITIES	<u>127,922,552</u>
NET POSITION	
Beginning net position	
Total Beginning net position	<u>7,812,522</u>
Changes in net position	
Total Changes in net position	<u>3,441,011</u>
Total NET POSITION	<u>11,253,533</u>
TOTAL LIABILITIES AND NET POSITION	<u>139,176,085</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Revenues, Expenditures And Changes in Net Assets - Unposted Transactions Included In Report
From 10/1/2014 Through 10/31/2014
(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Operating Revenues				
Vehicle registration fees	175,000	175,000	2,900,000	(2,725,000)
Toll revenues	31,533	31,533	553,472	(521,939)
TRZ revenue	0	0	425,000	(425,000)
Other revenue	0	0	500,000	(500,000)
Total Operating Revenues	206,533	206,533	4,378,472	(4,171,939)
Operating Expenses				
Personnel costs	14,349	14,349	584,900	570,551
Professional services	0	0	25,000	25,000
Contractual services	8,600	8,600	560,679	552,079
Debt interest	0	0	4,518,871	4,518,871
Advertising & marketing	10,590	10,590	45,000	34,410
Data processing	402	402	10,000	9,598
Dues & memberships	0	0	9,500	9,500
Education & training	700	700	11,000	10,300
Fiscal agent fees	2,625	2,625	15,000	12,375
Insurance	7,631	7,631	50,000	42,369
Office supplies	631	631	11,150	10,519
Road maintenance	2,315	2,315	130,000	127,685
Rent	0	0	25,600	25,600
Toll services	5,386	5,386	383,472	378,086
Travel	1,847	1,847	40,000	38,153
Utilities	1,234	1,234	20,000	18,766
Total Operating Expenses	56,309	56,309	6,440,172	6,383,863
Non Operating Revenue				
Interest income	517	517	0	517
Total Non Operating Revenue	517	517	0	517
Changes in Net Assets	150,740	150,740	(2,061,700)	2,212,440
Net Assets End of Year	150,740	150,740	(2,061,700)	2,212,440

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 10/31/2014

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from Vehicle Registration Fees	483,070.00	483,070.00
Receipts from Toll Revenues	28,782.89	28,782.89
Payments to Vendors	(43,010.47)	(43,010.47)
Payments to Employees	<u>(15,412.51)</u>	<u>(15,412.51)</u>
Total Cash Flows from Operating Activities	<u>453,429.91</u>	<u>453,429.91</u>
Cash Flows from Capital and related Financing Activities		
Acquisitions of Property and Equipment	(3,026.00)	(3,026.00)
Receipts from Grants and Other Income	484.21	484.21
Acquisitions of Construction in Progress	<u>(3,139,866.35)</u>	<u>(3,139,866.35)</u>
Total Cash Flows from Capital and related Financing Activities	<u>(3,142,408.14)</u>	<u>(3,142,408.14)</u>
Net Increase (Decrease) in Cash & Cash Equivalents	<u>(2,688,978.23)</u>	<u>(2,688,978.23)</u>
Beginning Cash & Cash Equivalents	0.00	0.00
Ending Cash & Cash Equivalents	<u><u>(2,688,978.23)</u></u>	<u><u>(2,688,978.23)</u></u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Capital Projects in Progress - Unposted Transactions Included In Report
From 10/1/2014 Through 10/31/2014
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Capital Projects				
South Padre Island 2nd Access	0	0	5,200,000	5,200,000
Outer Parkway	0	0	2,500,000	2,500,000
West Rail Relocation	2,313	2,313	5,000,000	4,997,687
SH 550	2,386,525	2,386,525	34,450,000	32,063,475
SH 32 (East Loop)	0	0	225,000	225,000
FM 803	0	0	35,000	35,000
General Brant	0	0	50,000	50,000
Port Isabel Access Rd	0	0	300,000	300,000
Total Capital Projects	<u>2,388,838</u>	<u>2,388,838</u>	<u>47,760,000</u>	<u>45,371,162</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 10/1/2014 Through 10/31/2014
(In Whole Numbers)

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Capital Projects					
South Padre Island 2nd Access	2000				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Preliminary Engineering & Design	15110	0	0	400,000	400,000
CIP - Environmental Studies	15120	0	0	1,000,000	1,000,000
Total South Padre Island 2nd Access		0	0	1,400,000	1,400,000
West Parkway Project	2025				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Environmental Studies	15120	0	0	800,000	800,000
Total West Parkway Project		0	0	800,000	800,000
Outer Parkway	2050				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	0	500,000	500,000
CIP - Preliminary Engineering & Design	15110	0	0	1,000,000	1,000,000
CIP - Environmental Studies	15120	0	0	1,000,000	1,000,000
Total Outer Parkway		0	0	2,500,000	2,500,000
FM 1925	2075				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	0	350,000	350,000
CIP - Preliminary Engineering & Design	15110	0	0	350,000	350,000
CIP - Environmental Studies	15120	0	0	300,000	300,000
Total FM 1925		0	0	1,000,000	1,000,000
West Rail Relocation	2100				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Mitigation	15130	1,202	1,202	0	(1,202)
CIP - Right of Way	15200	1,111	1,111	0	(1,111)
CIP - Construction	15220	0	0	1,000,000	1,000,000
Total West Rail Relocation		2,313	2,313	1,000,000	997,687
SH 550	2200				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Preliminary Engineering & Design	15110	0	0	2,500,000	2,500,000
CIP - Utilities	15210	0	0	604,600	604,600
CIP - Construction	15220	2,289,854	2,289,854	14,000,000	11,710,146
CIP - Construction Management	15240	96,672	96,672	1,000,000	903,328
Total SH 550		2,386,525	2,386,525	18,104,600	15,718,075
SH 32 (East Loop)	2250				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	0	500,000	500,000
CIP - Preliminary Engineering & Design	15110	0	0	5,000,000	5,000,000
CIP - Environmental Studies	15120	0	0	1,500,000	1,500,000
Total SH 32 (East Loop)		0	0	7,000,000	7,000,000
FM 803	2300				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Mitigation	15130	0	0	50,000	50,000
Total FM 803		0	0	50,000	50,000
Port Isabel Access Rd	2400				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Environmental Studies	15120	0	0	100,000	100,000
Total Port Isabel Access Rd		0	0	100,000	100,000
FM 509	2450				
CAPITALIZED PROJECT COSTS	01CAP	7			

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**Statement of Revenues and Expenditures - Unposted Transactions Included In Report**

From 10/1/2014 Through 10/31/2014

(In Whole Numbers)

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
CIP - Preliminary Engineering & Design	15110	0	0	1,000,000	1,000,000
Total FM 509		0	0	1,000,000	1,000,000
North Rail Relocation	2500				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Environmental Studies	15120	0	0	400,000	400,000
Total North Rail Relocation		0	0	400,000	400,000
Total Capital Projects		2,388,838	2,388,838	33,354,600	30,965,762

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Toll Revenues and Expenditures - Unposted Transactions Included In Report
From 10/1/2014 Through 10/31/2014

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Toll Revenues				
Toll Revenue	24,082.89	24,082.89	0.00	24,082.89
Interop Revenue	7,450.00	7,450.00	282,624.00	(275,174.00)
Pay by Mail Revenue	0.00	0.00	270,848.00	(270,848.00)
Total Toll Revenues	31,532.89	31,532.89	553,472.00	(521,939.11)
Toll Expenditures				
Toll services				
Toll Services	0.00	0.00	153,672.00	153,672.00
Interop Collection Fees	593.35	593.35	19,800.00	19,206.65
PBM Add on Fees	1,135.23	1,135.23	50,000.00	48,864.77
PBM Image Review	3,657.61	3,657.61	150,000.00	146,342.39
PBM Pre-Court Program	0.00	0.00	10,000.00	10,000.00
Total Toll services	5,386.19	5,386.19	383,472.00	378,085.81
Toll maintenance				
Maintenance - SH 550	2,314.59	2,314.59	130,000.00	127,685.41
Total Toll maintenance	2,314.59	2,314.59	130,000.00	127,685.41
Total Toll Expenditures	7,700.78	7,700.78	513,472.00	505,771.22
Net Change in Toll Services	23,832.11	23,832.11	40,000.00	(16,167.89)

**4-C CONSIDERATION AND APPROVAL OF GEC CONTRACT BETWEEN
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
S&B INFRASTRUCTURE, LTD.**

**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

AGREEMENT FOR

**GENERAL CONSULTING
CIVIL ENGINEERING SERVICES**

S&B INFRASTRUCTURE, LTD.

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Appendix A Scope of Services

Appendix B Rate Schedule

Appendix C Key Personnel

Appendix D Work Authorization

Appendix E RFQ Response

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
AGREEMENT FOR
GENERAL CONSULTING CIVIL ENGINEERING SERVICES

THIS AGREEMENT, made as of this 1th day of November, 2014, by and between the **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY** (CCRMA), 1100 E. Monroe, Suite 256, Brownsville, Texas 78520, hereinafter referred to as the "Authority", and **S&B INFRASTRUCTURE, LTD.**, 5408 North 10th Street, McAllen, Texas 78504, hereinafter referred to as the "GEC".

WITNESSETH:

WHEREAS, pursuant to a qualifications-based selections process consistent with the provisions of the Professional Services Procurement Act (Tex. Gov't Code Sec. 2254.001. et seq.), S&B Infrastructure, Ltd. was selected by CCRMA as one of the firms to serve as a General Engineering Consultant (GEC) for the Authority; and

WHEREAS, having been selected this Agreement sets forth the terms and conditions under which S&B Infrastructure, Ltd. will provide GEC services and assist the Authority in its ongoing efforts to meet its stated goals and objectives;

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

1. **THE SERVICES, GENERALLY.**

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

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

general and automobile liability insurance policies, and to indemnify the GEC in the same manner and to the same extent as such contractors and engineers indemnify the Authority, except with respect to the GEC's own negligence or willful acts.

2. **SCOPE OF SERVICES.**

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

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

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

4. **COMPENSATION.**

Compensation for the GEC's Services and other aspects of the mutual obligations concerning the GEC's Services and payment therefore are as follows:

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

b. **THE MULTIPLIER.** The applicable multiplier for all GEC employees providing services under this Agreement shall initially be 3.8054 (the "Multiplier") as calculated pursuant to subsection 4.c. Currently, it is anticipated that there will be only one multiplier used by the parties. However, in the event that the GEC employees or

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

c. **COMPUTATION AND ADJUSTMENT OF THE MULTIPLIER.** The negotiated Multiplier for this Agreement was determined by utilizing the GEC's auditable overhead rate as allowed under the provisions of 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR 31). The GEC represents that at all times throughout the term of this Agreement, that the Multiplier shall not exceed either (i) the GEC's auditable overhead rate determined in accordance with said federal regulations, or (ii) the multiplier utilized by the GEC in its agreements with, or subcontracts for, GEC or comparable work for the Texas Department of Transportation or other toll road and regional mobility authorities in the State of Texas. For the purposes of this Agreement, the initial Multiplier is based upon an overhead rate of 2.3977 times direct labor cost, plus twelve percent (12%) for profit, for a Multiplier of 3.8054 times direct labor cost (computed as follows: $(1 + 2.3977 \times 1.120)$)).

The Multiplier will be adjusted up or down according to the GEC's audited FAR overhead rate for the preceding year, with the first such adjustment occurring as of January 1, 2016 and, thereafter, as of each subsequent January 1 during the term of this

Agreement. The profit factor shall not be adjusted thereafter absent written agreement of the parties, including approval of the Authority's board of directors.

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

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

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

f. INVOICES AND RECORDS. The GEC shall submit two (2) copies of its monthly invoices certifying the salaries and expenses incurred in providing the services under this Agreement during the previous month, and shall also present a reconciliation of monthly invoices and the work authorization (and related estimates) to which the services relate. The invoice shall be in a form directly acceptable to TxDOT for potential reimbursement by TxDOT to the Authority. Each invoice shall be in such detail as is

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

g. EFFECT OF PAYMENTS. No payment by the Authority shall relieve the GEC of its obligation to deliver timely the services required under this Agreement. If after approving or paying for any service, product or other deliverable, the Authority determines that said service, product or deliverable does not satisfy the requirements of this Agreement, the Authority may reject same and, if the GEC fails to correct or cure same within a reasonable period of time and at no additional cost to the Authority, the GEC shall return any compensation received therefore. In addition to all other rights provided in this Agreement, the Authority shall have the right to set off any amounts owed by the GEC pursuant to the terms of this Agreement upon providing the GEC prior written notice thereof.

h. **NO ADJUSTMENTS TO RATE SCHEDULE AND MULTIPLIERS.** Except as otherwise expressly provided in Section 4 above the Authority and the GEC shall not make adjustments to the Multiplier or any of the components thereof during the term of this Agreement. The Authority and the GEC do not anticipate that any services, work, deliverables or expenses of any nature shall be undertaken or incurred by the GEC on behalf of the Authority that constitute "Extra Work" or otherwise fall outside the terms of this Agreement. Unless the parties otherwise expressly agree in writing to the contrary, all services of any nature undertaken by the GEC or its subconsultants during the term of this Agreement on behalf of the Authority shall be conclusively presumed to have been undertaken under, and be subject to, the terms of this Agreement.

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

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

JP Morgan Chase Bank
ABA Number: 111000614

Account Name: S&B Infrastructure, Ltd.

Account Number: 30801011378

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

(i) For amounts invoiced by the GEC for services which are reimbursable by TxDOT pursuant to a toll equity grant, financial

assistance agreement, or any other form of financial assistance, the Authority shall submit a payment request to TxDOT within fifteen (15) days of receipt of a conforming invoice from the GEC. Payment shall be due to the GEC from the Authority within thirty (30) days of the Authority's receipt of payment from TxDOT. Amounts of the type described in this subparagraph (i) outstanding for more than sixty (60) days after the Authority's receipt of payment from TxDOT shall accrue interest at the prime rate as published in the *Wall Street Journal* (or other accepted financial journal in the event that the *Wall Street Journal* ceases publication or fails to include current prime rates within its reported information) on the date payment is due or the first business day thereafter if the due date is a weekend or federal holiday (the "Prime Rate"). Notwithstanding anything to the contrary in this Agreement, the Authority shall have no responsibility for payment of amounts which are submitted to TxDOT for reimbursement under a toll equity grant, financial assistance agreement, or any form of financial assistance but which TxDOT refuses to pay, in whole or in part.

(ii) For amounts invoiced by the GEC to the Authority for all properly authorized services which are not subject to reimbursement by TxDOT, payment shall be due within thirty (30) days of receipt by the Authority of the invoice and all necessary supporting documentation. Past due amounts shall accrue interest at the lesser of the maximum rate allowed by law or the Prime Rate. In the event that more than \$200,000 of costs of the type described in this subparagraph (ii) are due and payable for more than ninety (90) days, the GEC shall be entitled, upon thirty (30) days prior written notice to the Authority, to cease performing any further services for the Authority which is not of a type which is subject to reimbursement by TxDOT.

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

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

shall immediately be marked, labeled, or physically identified as the property of the Authority, to the extent practicable. In the event that a capital item is purchased for the sole use by the Authority, title shall pass or transfer to the Authority prior to any use of the item by the GEC.

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

n. COMPENSATION OF SUBCONSULTANTS. As noted in the GEC's response to the Request for Qualifications referenced in Section 33 below, the GEC will employ TEDSI Infrastructure Group, C&M Associates, Inc., Dos Logistics, Inc., Ambiotec Engineering Group, CAS Companies, Earth CO, Cox/McClain, mha, Inc., GMS Architects, RGV Right of Way Services, LLC, Dos Land Surveying, RODS SUE, R.A.M., RODS Surveying, Inc., PSI as the sole subconsultants providing services under this Agreement, unless the GEC requests and the Authority agrees otherwise in writing. All subconsultants providing services under this Agreement shall be subject to, and compensated or reimbursed in accordance with, all requirements of this Section 4, provided that each subconsultant shall utilize (i) its own actual hourly rates (as set forth in Appendix B), provided that no such rates shall exceed the corresponding rates paid by the GEC for its personnel of comparable grade, category and experience, and (ii) its own FAR overhead rate. The GEC has committed to achieving certain goals relating to DBE participation and performance of services by local firms in its proposal to the Authority.

Each monthly invoice shall include a summary of the DBE participation achieved and the percentage of services performed by local firms.

5. **TIME OF PERFORMANCE.**

It is understood and agreed that the term of this Agreement shall be for thirty five (35) months, commencing November 1, 2014, and concluding September 30, 2017, subject to the earlier termination of this Agreement pursuant to Sections 6 or 7 below or further extension upon agreement of both parties. The GEC shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond the GEC's reasonable control. Should such circumstances occur, the GEC shall, within a reasonable time, give notice to the Authority describing the circumstances and the efforts being made to resume performance. The GEC shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

6. **TERMINATION FOR DEFAULT.**

Time is of significant importance with respect to the performance and completion of all the Services to be furnished by the GEC pursuant to work authorizations issued in accordance with Section 14 below and which specify an agreed-upon completion or delivery date. Without limiting the foregoing, the GEC shall furnish services in such a manner and at such times as the development schedules of the Projects require so that no delay in the progression of the evaluation, design, or construction of the Projects will be caused by or be in any way attributable to the GEC. Should the GEC at any time, in the reasonable opinion of the Authority, not carry out its obligations under this Agreement or not be progressing toward completion of the services to be rendered hereunder in an expeditious manner, or if the GEC shall fail in any manner to discharge any other of its

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

If the Authority shall terminate this Agreement as provided either in this Section 6 or Section 7, no fees of any type, other than fees due and payable as of the Termination Date pursuant to Section 4 hereof for services performed in accordance with the terms and conditions of this Agreement and acceptable to the Authority, shall thereafter be paid to the GEC, and the Authority shall have a right to set off or otherwise recover damages incurred by reason of the GEC's breach hereof, together with the right to set off amounts owed to the GEC pursuant to Section 20 hereof. In determining the amount of any payments owed to the GEC, the value of the services performed by the GEC prior to termination shall be no greater than the value that would result by compensating the GEC in accordance with Section 4 hereof for all services performed and expenses reimbursable in accordance with this Agreement. Should the Authority at any time, in the reasonable opinion of the GEC, not carry out its obligations under this Agreement, the GEC may,

upon providing the Authority with thirty (30) days prior written notice pursuant to Section 21 hereof and opportunity to cure, terminate this Agreement effective on the date following said 30-day notice and cure period (the "Termination Date"). In the event of such termination, the Authority will pay the GEC undisputed amounts owed for services performed in accordance with this Agreement to the Termination date.

7. **OPTIONAL TERMINATION.**

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

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

Notwithstanding the foregoing, Sections 13, 20, and 24 of this Agreement shall survive termination of this Agreement in accordance with Section 6 or this Section 7.

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

8. **TERMINATION, GENERALLY.**

The Authority's rights and options to terminate this Agreement, as provided in any provision of this Agreement, shall be in addition to, and not in lieu of, any and all rights, actions, options, and privileges otherwise available under law or equity to the Authority by virtue of this Agreement or otherwise. Failure of the Authority to exercise any of its said rights, actions, options, and privileges to terminate this Agreement as provided in any provision of this Agreement or otherwise shall not be deemed a waiver of any of said rights, actions, options, or privileges or of any rights, actions, options, or privileges otherwise available under law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.

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

In addition to the foregoing rights and options to terminate this Agreement, the Authority may elect to suspend any portion of the services of the GEC hereunder, but not

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

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

a. **ADEQUATE PERSONNEL, ETC.** The GEC shall furnish and maintain, at its own expense, adequate and sufficient personnel (drawn from its own employees or from



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

b. **REMOVAL OF PERSONNEL.** All persons providing the services, whether employees of the GEC or of an approved subconsultant, shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any such person who, in the opinion of the Authority, is incompetent or by his/her conduct becomes detrimental to the provision of the services shall, upon request of the Authority, immediately be removed from the services. The GEC shall furnish the Authority with a fully qualified candidate for the removed person within ten (10) days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Authority.

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

d. KEY PERSONNEL. The GEC acknowledges and agrees that the individual(s) identified on Appendix C attached hereto and made apart hereof are key and integral to the satisfactory performance of the GEC under this agreement. Throughout the term of this agreement, the GEC agrees that the identified individual(s), whether employee(s) of the GEC or of an approved sub-consultant, will remain in charge of the performance of the services and shall devote substantial and sufficient time and attention thereto, to the extent indicated on Appendix C. The death or disability of any such individual, his/her disassociation from the GEC or the approved sub-consultant, or his/her failure or inability to devote sufficient time and attention to the services shall, at the Authority's option, constitute a default requiring the GEC promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Authority. In no event shall the GEC remove, transfer, or reassign any individual identified on Appendix C except as instructed by, or with the prior written consent of, the Authority. The GEC shall use its commercially reasonable efforts to enhance continuity in the key personnel, sub-consultants, and other employees regularly performing the services. The GEC shall notify and consult with the Authority regarding the scheduling of the key personnel's corporate activities, vacations, and other engagements during which he is unavailable for the services. Individuals may be added to or deleted from Appendix C with the mutual consent of the GEC and the Authority.

11. PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS.

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

12. PERSONNEL AT AUTHORITY'S FACILITIES.

The Authority may at any time require one or more of the GEC's managers and core staff and/or subconsultants to office at the Authority's administration building or other facility. While working at any of the Authority's facilities, the GEC's personnel and subconsultants shall comply with the Authority's work place policies and abide by the Authority's standards of employee conduct. The GEC shall take all steps required to ensure the proper coordination and exchange of information among the locations at which the services are performed. As provided for in Section 4.b. above, the Multiplier shall be adjusted downward by agreement of the parties for personnel officing at the Authority's facilities.

13. OWNERSHIP OF PLANS.

a. GENERALLY. Notwithstanding any provision in this Agreement or in common law or statute to the contrary, all of the plans, tracings, estimates, specifications, computer records, discs, and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, survey notes, and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the GEC, including all information prepared for or posted on the Authority's website and together with all materials and data furnished to it by the Authority, shall at all times be and remain the property of the Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Authority; and if at any time demand be made by the Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Authority without delay provided the Authority has paid all undisputed amounts then due to the GEC under this Agreement. The Authority hereby grants the GEC a revocable license to retain and utilize the foregoing materials, said license to terminate and expire upon the earlier to occur of (a) the completion of services described in this Agreement or (b) the termination of this Agreement, at which time the GEC shall deliver to the Authority all such materials and documents. If the GEC or a subconsultant desires later to use any of the data generated or obtained by it in connection with the Projects or any other portion of the work product resulting from the services, it shall secure the prior written approval of the Authority. Notwithstanding anything contained herein to the contrary, the GEC shall have the right to retain a copy of the above materials, records and documents for its archives. The GEC shall retain its copyright and ownership rights in its databases,

computer software (object code and source code), any tools, systems or information, know-how, methodologies, equipment or processes, any derivatives thereto and the intellectual property inherent therein and appurtenant thereto that was retained or owned by the GEC and existed prior to or at the time the GEC began providing any relevant services under this Agreement. Intellectual property developed, utilized, or modified in the performance of services shall remain the property of the GEC. The GEC shall retain its copyright and ownership rights in its databases, computer software, Intellectual property originally developed, utilized, or modified in the performance of Services for which the GEC is compensated under the terms of this Agreement shall remain the property of the Authority. The Authority retains an unrestricted license for software packages originally developed with Authority funds.

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

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

14. **WORK AUTHORIZATIONS.**

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

15. **SUBLETTING.**

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

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

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

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

17. **COMPLIANCE WITH LAWS.**

The GEC shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, codes and with the orders and decrees of any courts or

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

18. **INSURANCE.**

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

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

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

c. **BUSINESS AUTOMOBILE LIABILITY INSURANCE.** Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to any one person, and \$1,000,000 on account on any one occurrence, and \$1,000,000 for property damage on account of any one occurrence. This policy shall

not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the GEC's obligations under this Agreement.

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

e. ARCHITECTS AND/OR ENGINEERS PROFESSIONAL LIABILITY INSURANCE. In no event less than \$5,000,000 per claim and aggregate. The policy must provide that coverage extends a minimum of three (3) years beyond the GEC's completion of the services, if commercially available and affordable.

f. GENERAL FOR ALL INSURANCE. The GEC shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

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

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

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

The insurance carriers shall endorse each of the insurance policies required under subsections 18.a., b., c., d., and e., as follows : Cameron County Regional Mobility Authority, 1100 E. Monroe, Suite 256, Brownsville, Texas 78520 Attention: RMA Coordinator will be provided not less than thirty (30) days prior written notice of cancellation or material change during the policy period, except ten (10) days prior written notice will be given for non-payment of premium."

19. **RELATIONSHIP BETWEEN THE PARTIES.**

Notwithstanding the Authority's sharing of space with the GEC, the anticipated collaboration between the personnel of those organizations, or any other circumstances, the relationship between the Authority and the GEC shall be one of an independent

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

20. **AUTHORITY INDEMNIFIED.**

THE GEC SHALL INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AND AGENTS (WHICH, FOR THE PURPOSES OF THIS AGREEMENT, SHALL INCLUDE THE AUTHORITY'S GENERAL COUNSEL, BOND COUNSEL, FINANCIAL ADVISORS, TRAFFIC AND REVENUE ENGINEERING CONSULTANTS, TOLL OPERATIONS/COLLECTIONS

FIRMS, AND UNDERWRITERS) FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE GEC OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WITH RESPECT TO THE GEC'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT. IN SUCH EVENT, THE GEC SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AND AGENTS (AS DEFINED ABOVE) FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AND AGENTS (AS DEFINED ABOVE), IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE GEC SHALL, NEVERTHELESS, INDEMNIFY THE AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE GEC OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OR TO THEIR CONDUCT. Notwithstanding the foregoing, the GEC shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless development or oversight of such matters is specifically assigned to the GEC in a Work Authorization executed by both parties; (b) the failure of any contractor, subcontractor, vendor, or other Project

participant, not under contract to the GEC, to fulfill contractual responsibilities to the Authority or to comply with federal, state or local laws, regulations and codes; or (c) procuring permits, certificates and licenses required for any construction unless such procurement responsibilities are specifically assigned to the GEC in accordance with this Agreement.

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

a. **NOTICES TO THE AUTHORITY.** All written notices, demands, and other papers or documents to be delivered to the Authority under this Agreement shall be delivered to the Cameron County Regional Mobility Authority, 1100 E. Monroe, Suite 256, Brownsville, Texas 78520, Attn: Pete Sepulveda, Jr., Executive Director, or at such other place or places as it may from time to time designate by written notice delivered to the GEC.

b. **NOTICES TO THE GEC.** All written notices, demands, and other papers or documents to be delivered to the GEC under this Agreement shall be delivered to Daniel O. Rios, P.E., S&B Infrastructure Ltd., 5408 North 10th Street, McAllen, Texas 78504-2711 or at such other place or places as the GEC may designate by written notice delivered to the Authority.

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

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

Within twenty-four (24) hours after occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (including an employee or subconsultant or employee of a subconsultant of the GEC) which results from or involves any action or failure to act of the GEC or any employee, subconsultant, employee of a subconsultant, or agent of the GEC or which arises in any manner from the performance of this Agreement, the GEC shall send a written report of such accident or other event to the Authority, setting forth a full and concise statement of the facts pertaining thereto. The GEC also shall immediately send the Authority a copy of any summons, subpoena, notice, or other documents served upon the GEC, its agents, employees, subconsultants, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the GEC's performance of the services under this Agreement.

23. **AUTHORITY'S ACTS.**

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

24. **LIMITATIONS.**

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

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

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

26. **CONTROLLING LAW, VENUE.**

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

27. **TIME OF SIGNIFICANT IMPORTANCE.**

The GEC acknowledges the importance to the Authority of the project schedule and will perform its obligations under this Agreement with all due and reasonable care and in compliance with that schedule. With respect to any specific delivery or performance date or other deadline provided hereunder or in a Work Authorization, time is of significant importance in the performance of this Agreement.

28. **SEVERABILITY.**

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

29. **SUCCESSORS.**

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

30. **AUTHORIZATION.**

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

31. **INTERPRETATION.**

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

32. **CONFLICTS OF INTEREST.**

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

or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder.

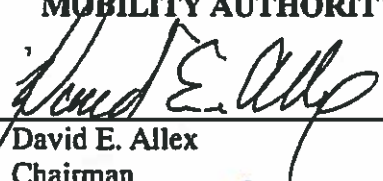
33. THE GEC'S RESPONSE; COMPLETE AGREEMENT.

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

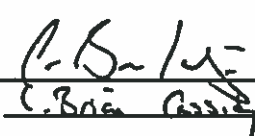
b. **Complete Agreement.** This Agreement sets forth the complete agreement between the parties with respect to the services and, except as provided for in subparagraph (a) above, expressly supersedes all other agreements (oral or written) with respect thereto.

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


**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

By: 
Name: David E. Allex
Title: Chairman
Date: 11.13.14

APPROVED AS TO FORM:

By: 
C. Brian

S&B INFRASTRUCTURE, LTD.

By: 
Name: Daniel O. Rios, P.E.
Title: Senior Vice President
Date: 11/5/2014

Attest: 
By: Linda S. Martinez, Exec. Assistant



APPENDIX A
SCOPE OF SERVICES

I. Purpose

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

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

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

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

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II. Location And Equipment

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

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

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

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

III. Beginning & Length of Services

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

IV. Services

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

A. Initial Transportation System Development Services

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

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

The initial service will be applied to these projects: 2nd Causeway to South Padre Island, SH 550, West Parkway, Outer Parkway, 281 Connector, West Rail Relocation, U.S. 77, U.S. 77 Driscoll Bypass, US 77 Riviera Bypass, General Brant Road, SH 32 East Loop, I-69E, FM 803, North Cameron County Switch Yard, North Railroad Relocation, Port Isabel Access Road, FM 509 Extension and FM 1925 Project. Overall, services may relate to any transportation project of the Authority (as defined in Chapter 370 of the Texas Transportation Code) or in which the Authority becomes involved through partnerships with other entities.

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

B. Transportation System Planning

Transportation planning services include, but are not limited to:

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

transportation project. Assimilate into each edition of the above studies/reports revisions requested by reviewers that have been approved by the Authority. Print 75 copies of the approved DEIS and the FEIS and 25 copies of the FONSI. Assemble and review comments received from public hearings. Prepare written responses to public hearing oral and written comments and submitted technical reports for consideration by the Authority.

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

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

the evolution of transportation development as evidenced by the culling of the alternate routes to a single preferred route, and (iv) identify a method of continuing to update all utility representatives on a continually evolving schedule for development of the transportation project.

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

C. Final Schematic Design of the Transportation System

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

1. Assist and advise the Authority, including attendance at meetings as requested, in matters of engineering policy related to

administration, planning, design, and construction of the transportation project. Prepare a record of such activities.

2. Develop a written scope of services (utilizing the general form and content previously developed by the Authority) for purposes of soliciting requests for qualifications and requests for proposals from qualified professional land surveyors and geotechnical engineering firms to perform and deliver their expert specialty services for the transportation project, if such services have not been earlier acquired by the Authority, in the sequence directed by the Authority.
3. Write a final scope of services for a detailed aerial photogrammetry program tailored to the preferred transportation project route which will develop horizontal and vertical controls and aerial topographic mapping of the transportation corridor if such services have not been acquired previously as the transportation development has evolved. Direct the aerial surveyor in the establishment of horizontal and vertical control points on the ground to which the aerial photogrammetry shall tie and be controlled by or direct the land surveyor to set such control points.
4. Develop an evaluation system to assist the Authority in its assessment of the qualifications of and selection of geotechnical engineers and aerial and land surveyors for services for the transportation project.
5. Plan, advertise, prepare exhibits and printed descriptive materials, conduct, record, and report on all public meetings and public hearings required in addition to those conducted under Section 3 hereof. Prepare written responses to comments and questions posed by the public at such meetings.
6. Utilizing the products of the aerial surveyor and the land surveyor, prepare the final geometrically controlled conceptual schematic horizontal and vertical plan/profile design of the transportation project at a scale of 1"=50' horizontally and 1"=10' vertically in a digitized format performed within GeoPak programming. This task includes preparation of a base map layer suitable as a resource base from and upon which section engineers, architectural engineers, landscape architects, signing engineers, and illumination engineers can perform their final designs from which construction plans can be issued. The final schematic designs shall reflect and accommodate the most recent toll collection plan being recommended by the traffic and revenue consultant (TRE). During preparation of the final conceptual schematic design, maintain liaison with the TRE to ensure that the evolving toll collection plan and civil design are compatible.

7. Identify public and private utilities present in the transportation corridor. Identify those utilities in potential conflict with construction of the transportation corridor. Contact each utility owner to further clarify potential conflicts. Working with the utility owners, develop cost budgets and methodologies for remedying conflicts. Assist the utility owners, the Authority, and the general counsel of the Authority in developing master utility adjustment agreements among the parties. Maintain liaison among the parties throughout development and deployment of transportation project.
8. Delineate general right-of-way limits for the transportation project, its ramps, toll plazas, interchanges, and frontage roads. Frontage roads should be avoided except to replace existing roads occupied by the transportation project and/or to provide or restore access to property denied access to the transportation project. New property access roads may be designed for two-way operations, if appropriate, and shall not have direct access to the transportation project. Develop a transportation corridor right-of-way map illustrating the general limits of transportation corridor right-of-way fee and easement requirements, lines of property ownership and apparent owners. In cases where right-of-way maps have been previously prepared by others, update same to reflect current transportation project planning need. Develop a right-of-way cost budget utilizing expert real estate appraisers, if necessary. Such right-of-way appraiser will be retained by the general counsel of the Authority on behalf of the Authority.
9. Meet and correspond with private businesses, local government representatives, and residents abutting the transportation corridor to explain and illustrate design features of the transportation project and right-of-way acquisition requirements. Prepare a record of such meetings.
10. Write a final detailed scope of services, if such has not been previously performed by the Authority, for an in-depth, final design quality geotechnical field investigation of geologic conditions throughout the length and width of the transportation corridor, inclusive of a final geotechnical engineering report summarizing and reporting the results of the geotechnical investigation and providing design recommendations based upon the geologic properties encountered. Calculate locational geometry, prepare a boring diagram for the transportation corridor, and direct the land surveyors to stake boring sites.
11. In the name of the Authority, apply for all Federal and State permits required including, but not limited to, Section 9 of the Rivers and Harbors Act, Sections 402 and 404 of the Clean Water Act, and all required railroad crossing permits or licenses.

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12. Develop surveying criteria and direct and coordinate the activities of the land surveyors in the performance of professional services related to right-of-way surveys, preparing plats and legal descriptions for right-of-way parcels, establishing benchmarks and benchmark loops, performing and setting control survey lines and monuments. Provide review of the right-of-way plats and descriptions for completeness and general conformance with the transportation requirements.
13. Using field information provided by the land surveyors and the products of the land surveyor, prepare preliminary right-of-way maps showing ties to existing right-of-way corners. Establish and describe the transportation corridor centerline. The land surveyor, a title company, and/or others collectively will provide property ownership, deed research, metes and bounds descriptions, and field property corner ties. Property corners shall be indicated on the preliminary right-of-way maps from the centerline of the transportation corridor by stations and offsets. Prepare final right-of-way strip maps for the transportation corridor after right-of-way requirements are defined by section design engineers.
14. Collection available record plans of drainage and flood facilities along waterways and, if these facilities are affected by the transportation project, perform preliminary designs for alternative stormwater conveyances in order to determine the construction costs of potential relocations and adjustments.
15. Prepare a master plan to be developed on the base maps created under Section IV.C.6. hereof to reflect desirable configurations of a fiber optic path for conduit or direct burial routing of a fiber backbone and toll plaza/operations building, service laterals inclusive of pavement crossing, stream crossing, and bridge crossing standard details.
16. Prepare estimates of probable construction costs including those of bond issuance, design engineering, geotechnical engineering, surveying, construction management, quality assurance, right-of-way and easement acquisition, administration, legal, and other related estimates of construction costs will be based on the preliminary schematic plans. Preliminary estimates of quantities of major construction items will be determined and current South Texas area unit prices applied to those quantities to determine the estimates of probable construction cost.
17. Prepare a 40-year budget schedule of annual operation and maintenance costs. Evaluate and prepare a recommendation of the amount of bond proceeds capital that initially should be deposited in Reserve Maintenance, Special Reserve Maintenance, and

Capital Improvement Funds and annual deposits thereto from toll revenues for forty years.

18. Prepare a Construction Fund pay out schedule.
19. Write and publish a final Engineering Report, issued initially as the preliminary Engineering Report under Section IV.B.15. hereto, based on the final geometrically controlled schematic design of the transportation project. The final Engineering Report shall include text describing the project, the final geometrically controlled schematic design in plan and profile, a summary of the design standards, and estimates of the total cost to develop, operate, and maintain the transportation project.
20. Review and recommend approval of the pay estimates, schedules, and progress reports submitted by the geotechnical engineer(s), the aerial surveyor, the land surveyor, and other consultants the Authority might retain for services those firms deliver.

D. Final Design and Production of Construction Plans and Specifications

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

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

- a. Illumination engineers for design of the roadway, illumination systems for the transportation project lanes (collectively) and each of the ramps, intersections, interchanges, and service roads to the extent of illumination systems funded by the Authority.
 - b. Testing engineers and testing verification engineers for the performance of construction materials inspection, sampling, testing, and reporting of the results of said services, collectively constituting the quality control and assurance programs for the transportation projects.
 - c. Construction management engineers to perform construction inspections, monitoring, management, reporting, negotiation of scope of revised construction and related costs, preparation and recommendation of construction change orders and supplemental, agreements, creating and maintaining construction records, preparing and issuing final "as built" plans, and providing construction records, preparing and issuing final "as built" plans, and providing construction engineering advice to the GEC and the Authority for the full term of construction.
 - d. Landscaping architects for design of the landscaping.
5. Develop an evaluation system to assist the Authority in its evaluation and selection of section engineers, an architectural engineer, a landscaping architect, a geotechnical engineer, an illumination engineer, testing engineers, a testing verification engineer, and a construction manager.
6. Assist the Authority in the review of proposals from section engineers and of qualifications and proposals for an architectural engineer, a landscaping architect, a geotechnical engineer, an illumination engineer, testing engineers, a testing verification engineer, and a construction manager. Some of the engineering services listed in this Section IV.E.6. may be included in the section engineering services.
7. Assist the Authority in interviewing and evaluating the section engineers, the architectural engineers, the landscaping architect, the geotechnical engineer, the illumination engineer, the testing engineers, the testing verification engineer, and the construction manager short-listed candidates.
8. Assist the Authority in fee evaluations and negotiations with the selected section engineers, the architectural engineers, the landscaping architect, the geotechnical engineer, the illumination engineer, the testing engineers, the testing verification engineer, and the construction manager.

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

14. Develop geometric and design criteria to establish uniform practices to be followed by the section engineers for acquiring design survey information and performing designs and construction plan preparation for the transportation project and its appurtenances. Assemble existing TxDOT standard plans and prepare supplemental details for use as standard or guide plans for pavement, drainage, structures, traffic interchange facilities, traffic control, and other necessary appurtenances, all subject to the approval of the Authority. Assemble design criteria approved by the Authority into a design manual and deliver to the section engineers and to others as directed by the Authority. Likewise, standard construction detail plans shall be assembled and delivered in a digital format to the section engineers and to others as directed by the Authority. Furnish a sample critical path method schedule to the section engineers for use in preparing a work schedule for submission to and approval by the GEC and the Authority.
15. Using base maps prepared by the section engineers, design and prepare a signing master plan which will depict required guide and toll advisory signing, showing appropriate text and approximate sign locations.
16. Using base maps prepared under Section IV.C.16. hereto or enhanced editions thereof produced by the section engineers, design and prepare a roadway illumination master plan which will depict the approximate locations for roadway, ramp, and under bridge lighting. Identify load center locations and indicate where transverse conduits should be placed to provide electrical service to toll systems, to future median roadway illumination, to electrical load distribution centers, and to provide for telephone and/or fiber optic services (also refer to Section IV.C.15. hereto). This product will be delivered to the illumination engineer for final design and preparation of construction plans and will be provided to the section engineers to ensure that the conduit type, size, and location can be included in the construction plans delivered by the section engineers.
17. Bi-weekly, review progress of the design work of the section engineers, the architectural engineer, the landscape architect, and the illumination engineer. Ascertain compliance with established design criteria, master plans, and adopted schedule of deliverables. Provide the Authority with monthly reports of progress and a summary of key decisions that have been made or need to be made.
18. Review and recommend approval of the progress payment requests, schedules, and progress reports submitted by the section engineers, the architectural engineer, the landscape architect, the illumination engineer, the surveyor, and the geotechnical

engineer(s), and all other consultants and advisors (except general counsel) retained by the Authority to assist in developing the transportation project.

The GEC shall use Microstation CADD files on CD or DVD and other materials and documents submitted by the various consultants with the progress payment requests, as required, to assist in verifying the percentage of completion of the work for which payment is being requested. The GEC shall keep and safeguard these CDs and DVDs to provide an up-to-date alternative work progress record for the transportation project construction contract plan development of each consultant.

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

that may be adopted for the transportation project. All applications of professional engineers' seals shall conform to the guidelines and regulations adopted by the Texas Board of Professional Engineers.

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

E. Construction Management Oversight and Inspection

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

1. Perform all duties and services, render all opinions, and issue all certificates specified to be performed by the GEC in the Trust Agreement(s) securing the revenue bonds issued by the Authority to finance the transportation project.
2. Advise and assist the Authority and the construction manager on all matters of engineering related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans prepared by the section engineers. Seek clarifications from the section engineers on the intent of the section engineers reflected in the designs, plans, and specifications prepared by the section engineer.
3. Advise and assist the Authority and the construction manager in evaluating and resolving construction problems and providing

guidance in matters relating to construction problems and providing guidance in matters relating to construction quality assurance.

4. Serve as the liaison and coordinating agency among the Authority, the construction manager, the testing engineer, the testing verification engineer, local governments, private businesses in the transportation corridor, and the public to achieve maximum efficiency and continuity during the construction. The construction manager is the designated contact party representing the Authority in contacts with local governments, corridor businesses, and the public during the construction term.
5. Review the qualifications of construction contractors, verify the tabulating of all construction contract bids received as tabulated by the construction manager, review bids relative to budgets, and make recommendations to the Authority with respect to the award of construction contracts. Advise and assist the Authority in the preparation and advertising of construction contract bidding opportunities. Provide updated construction contract cost estimates just prior to the bid opening time.
6. Coordinate with the Authority and monitor the construction of utility relocations to verify that line and grade of relocated utilities will not conflict with the construction of the transportation project and report to the Authority the progress of utility adjustments and relocations relative to maintaining required time schedules to achieve clearance and of costs being incurred relative to the budget.
7. Review progress and final payment requests received from utility companies and utility company contractors for adjustment and relocation of utilities.
8. Establish and maintain at a location mutually acceptable to the Authority an office sufficiently staffed as may be required to effectively discharge the obligations under the Agreement to the satisfaction of the Authority.
9. Monitor the status of shop drawings review by others, if any, for completion on a timely basis and in accordance with established construction schedules.
10. As an alternate or in addition to Section IV.E.9. hereof, review construction contract shop drawings, erection drawings, working drawings, samples, material and product certifications, and catalog cuts and brochure submittals for general conformance with the design plans and specifications.
11. Review mill and shop inspection and laboratory tests and field tests of construction materials performed by the testing engineer and the

testing verification engineer. (The construction manager has primary responsibility for this item.)

12. Develop, print, and distribute semi-annual design and construction progress reports to the Authority charting progress on the acquisition of real property, chronicling construction progress, forecasting opening dates for the various construction segments, projecting the date of construction completion, updating construction costs and operating and maintenance costs through one year after completion of construction, forecasting the amount of funds required for each six (6) months during the period of construction, and comparing the actual times elapsed and the actual costs with the original estimates of such times and costs.
13. Perform review, coordination, and liaison work among the Authority, TxDOT, the Texas Transportation Commission, the FHWA, interested public or private entities, and local governments to achieve efficiency, continuity, and proper dissemination of construction related information during the construction of the project.
14. Provide engineering advice and assistance to the Authority, the testing engineer, the testing verification engineer, and the construction manager related to all aspects of the design and construction of the project and to the General Counsel of the Authority with regard to all legal matters, duties, and services required during the construction of the project.
15. Review and recommend approval of progress payment requests, schedules, progress reports, and final payment requests, including certificates of completion, submitted by the testing engineer, the testing verification engineer, consulting engineers, the construction manager, the geotechnical engineer, the land surveyor, and all other consultants and advisors (except general counsel) retained by the Authority to assist in designing and constructing the project. Portions of this duty may be a continuation of the duties required under Section IV.D.18 hereof.
16. Review and verify all reports required of the construction manager and prepare and maintain such additional monthly progress schedules and reports covering all phases of the construction operation as may be required by the Authority and in accordance with the requirements of the Trust Agreement to keep the Authority, its trustee, and its bond investors fully advised with respect to the progress of construction of the project. Perform special studies and analyses and issue reports as may be requested by the Authority.

17. Verify and certify final inspection reports of the completed construction issued by the construction manager and issue recommendations and certifications of completion of construction.
18. Compile and provide the Authority with Record Plans incorporating all construction revisions into the original "as bid" construction plans. Such Record Plans will be based on information furnished by the constructors to the construction manager showing the changes made during construction. The construction manager shall post the "as built" plan revision information it receives on the original tracings and/or digital plan designs prepared by the consulting engineers. The GEC shall review the revisions reported by and posted by the constructors and the construction manager, shall collate the final Record Plans tracings or digital records, and shall package and deliver them to the Authority. The GEC shall provide the Authority with six (6) complete sets of "as built" blue line prints, sized 11" x 17", three-post punched and bound between hard covers, for each construction contract exclusive of standard construction detail drawings. All standard drawings issued before or during construction and/or modified or supplemented during construction shall likewise be bound into six (6) sets and delivered to the Authority. The GEC is not responsible for any errors or omissions in the information provided by the construction contractors and the construction manager that are incorporated into the record drawings.
19. Construction management engineers to perform construction inspections, monitoring, management, reporting, negotiation of scope of revised construction and related costs, preparation and recommendation of construction change orders and supplemental, agreements, creating and maintaining construction records, preparing and issuing final "as built" plans, and providing construction records, and providing construction engineering advice to the GEC and the Authority for the full term of construction

V. Responsibilities of the Authority

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

- Provide all criteria and full information as to the Authority's requirements for consultants' and contractors' services, including objectives, constraints, budgetary limitations, and time restraints.
- Furnish all the Authority's procedures, standards, forms, and policies applicable to the services.

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- Furnish drawings, specifications, schedules, reports, and other information prepared by and/or for the Authority by others which are available to the Authority and which the Authority considers pertinent to GEC's responsibilities, as described herein.
- Provide existing structural, roadway, and other plans, as available.
- Furnish available traffic, safety (accident), and planning data.
- Furnish all necessary utility relocation form letters, agreements, relocation schedules, and any other document form needed by the GEC to clear the project utilities.
- Advise the GEC in all utility negotiation matters.
- Advise the GEC on all engineering requirements and Authority updates.
- Advise the GEC regarding all interlocal agreements, memoranda of understanding, and other agreements affecting the GEC's performance under this Agreement.
- As otherwise more specifically set forth in this Agreement and, if available, provide office space at the Authority's administration building for the GEC managers and staff selected to office with the Authority.

VI. Subcontracting

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

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

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

VII. Computer Services

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

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

VIII. Specifications for Work

Provided below are lists of standards typically utilized by the Authority. These lists are by no means all inclusive but suggestive of the specifications governing

the GEC's performance. The GEC shall comply with all applicable federal, state, and local regulations in performance of services.

A. Standard Specifications

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

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

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

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

B. Survey Services

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

C. Professional Services Contract Documents

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

IX. Conflict of Interest

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

APPENDIX B**RATE SCHEDULE****S&B INFRASTRUCTURE, LTD.****Direct Labor**

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Principal	95.00	361.51
Director of QC/QA	85.00	323.46
Project Manager	75.00	285.41
Deputy Project Manager	55.00	209.30
Env Manager	54.00	205.49
Env Scientist	38.00	144.61
Env Tech	25.00	95.14
GIS Manager	45.00	171.24
Engineer Structural	62.00	235.93
Engineer (V)	55.00	209.30
Engineer (IV)	50.00	190.27
Engineer (I,II)	40.00	152.22
RPLS	52.00	197.88
2-Man Survey Crew	40.00	152.22
3-Man Survey Crew	50.00	190.27
GIS Technician	27.00	102.75
Designer(V)	35.00	133.19
Engineer in Training	27.00	102.75
CADD Operator (I)	24.00	91.33
Admin	20.00	76.11
<p>Negotiated Overhead Rate: 239.77%</p> <p>Negotiated Profit Rate: 12.0%</p> <p>Multiplier: <u>3.8054</u></p> <p>Audit Year <u>2013</u></p> <p>Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.</p>		

RATE SCHEDULE

Ambiotec Group, Inc.

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate (2014)	Contract Rate (2015)
Principal-In-Charge	\$68.20	\$227.72	\$236.14
Principal Engineer	\$43.87	\$146.48	\$151.90
Project Manager	\$43.87	\$146.48	\$151.90
Senior Project Engineer	\$43.87	\$146.48	\$151.90
Project Engineer	\$36.06	\$120.40	\$124.86
Designer	\$23.17	\$77.36	\$80.23
Drafting Tech I	\$11.00	\$36.73	\$38.09
Drafting Tech II	\$14.42	\$48.14	\$49.92
Surveying Manager	\$29.11	\$97.20	\$100.79
Surveying Crew (w/o Equipment or Truck)	\$35.35	\$118.03	\$122.40
Construction Inspector	\$17.95	\$59.93	\$62.15
Administrative Assistant	\$18.08	\$60.37	\$62.50
Sr. Geologist/Environmental Consultant	\$39.36	\$131.42	\$136.28
Senior Staff Environmental Scientist	\$22.62	\$75.53	\$78.32
Staff Environmental Scientist	\$18.27	\$61.00	\$56.48
Negotiated Overhead Rate: 198.12% Negotiated Profit Rate: 12.0% Multiplier (overhead and fringe): 2.9812 Audit Year: N/A		Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.	

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RATE SCHEDULE

C&M ASSOCIATES, INC.

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Principal	\$ 93.73	\$259.72
Chief Modeler	\$ 82.71	\$229.17
Chief Engineer	\$ 76.68	\$212.47
Tolling Specialist	\$ 67.85	\$188.00
Senior Transportation Modeler	\$ 62.50	\$173.18
Senior Project Engineer	\$ 60.10	\$166.53
Project Engineer I	\$ 50.48	\$139.88
Traffic Manager	\$ 46.60	\$129.12
Project Engineer II	\$ 40.10	\$111.11
Project Engineer III	\$ 35.06	\$ 97.15
Planner	\$ 31.25	\$ 86.59
Associate I	\$ 27.50	\$ 76.20
Associate II	\$ 24.00	\$ 66.50
Administrative	\$ 20.00	\$ 55.42
Negotiated Overhead Rate: 147.40% Negotiated Profit Rate: 12.0% Multiplier: <u>2.77</u> Audit Year 2013		Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.

BP

RATE SCHEDULE

COX | McLAIN ENVIRONMENTAL CONSULTING, INC.

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Environmental Project Manager	\$52.37	\$143.70
Sr. Env. Scientist II	\$46.13	\$126.58
Sr. Env. Scientist I	\$39.64	\$108.77
Envl. Professional II	\$29.73	\$81.58
Envl. Professional I	\$28.59	\$78.45
Envl. Staff II	\$23.79	\$65.27
Envl. Staff I	\$21.80	\$59.83
Envl. Tech II	\$17.84	\$48.94
Envl. Tech I	\$15.36	\$42.15
Admin/Clerical	\$19.82	\$54.39
Negotiated Overhead Rate: 145.00% Negotiated Profit Rate: 12.0% Multiplier: 2.744 Audit Year: Not Applicable	Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.	

JP

RATE SCHEDULE

Martin Y. Hsu, PE, CVS & Associates, Inc.

Direct Labor		
Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Project Manager	\$72.00	\$197.57
CVS/PE Team Leader	\$72.00	\$197.57
Technical Writer/Proof Reader	\$30.00	\$82.32
Admin/Clerical	\$20.00	\$54.88
Negotiated Overhead Rate:145% Negotiated Profit Rate: 12.0% Multiplier: <u>2.744</u> Audit Year <u>2014</u>	Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.	

mn

RATE SCHEDULE

Prime: S&B Infrastructure, LTD

Subconsultant: DOS Land Surveying, LLC

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
PROJECT MANAGER	\$72.54	\$249.00
Reg. Professional Land Surveyor	\$56.66	\$194.00
Survey Crew (2)	\$47.22	\$162.00
Survey Tech	\$23.00	\$79.00
CADD OPERATOR	\$27.62	\$95.00
ADMIN/CLERICAL	\$19.76	\$68.00
Negotiated Direct plus Overhead Rate: 306.46% Negotiated Profit Rate: 12% Multiplier: 3.4324	Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.	

JSW

RATE SCHEDULE

Prime: S&B Infrastructure, LTD

Subconsultant: DOS Logistics, Inc.

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
PRINCIPAL	\$84.70	\$249.00
PROJECT MANAGER	\$74.83	\$220.00
SENIOR ENGINEER	\$68.03	\$200.00
PROJECT ENGINEER	\$57.83	\$170.00
DESIGN ENGINEER	\$50.68	\$149.00
ENGINEER IN TRAINING (EIT)	\$27.04	\$79.00
SENIOR ENGINEER TECH	\$29.25	\$86.00
ENGINEER TECH	\$27.19	\$80.00
CADD OPERATOR	\$22.00	\$65.00
ADMIN/CLERICAL	\$19.76	\$58.00
PROJECT INSPECTOR V	\$26.00	\$76.00
PROJECT INSPECTOR I	\$24.00	\$71.00
Negotiated Direct plus Overhead Rate: 262.50% Negotiated Profit Rate: 12% Multiplier: 2.9400		Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.



SUBCONSULTANT RATE SCHEDULE

EARTHCO

Labor/Staff Classification	Contract Rate FY2014	Contract Rate FY2015	Contract Rate FY2016
Sr. Project Manager	\$180.17	\$189.18	\$198.64
Project Manager	\$167.75	\$176.14	\$187.94
Sr. Engineer	\$155.32	\$163.09	\$171.24
Project Engineer	\$139.79	\$146.78	\$154.12
EIT/GIT	\$80.77	\$84.81	\$89.05
Sr. Engineer Tech	\$71.44	\$75.01	\$78.76
Engineer Tech	\$46.59	\$48.92	\$51.37
CADD Operator	\$46.59	\$48.92	\$51.37
Admin/Clerical	\$40.38	\$42.40	\$44.52

EARTHCO - GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES

SUBSURFACE DRILLING SAMPLING

Mobilization and Demobilization: \$3.50 / mile with \$300.00 minimum

Auger Drilling without Sampling:

Depth, feet	Soil Drilling (plf)	Rock Coring (plf)
0-25	\$11.50	\$20.50
25-50	\$13.00	\$25.00
50-100	\$16.00	\$36.00
100+	Quoted upon request	

Soil Sampling as required with split-barrel or thins wall tube (Shelby Tube) sampler:

Depth, feet	Sampling (per sample)
0-25	\$12.50
25-50	\$16.50
50-100	\$28.50
100+	Quoted upon request

Special and/or in-situ testing:

Static Cone Penetrometer	\$8.00 / lf
Dennison or Piston Sampler	\$75.00 / ea
Other in-situ testing with special equipment	Quoted upon request
Set-up Charge for Rock Coring	\$110.00/hole

Cost of special equipment or permits for moving drilling:

Equipment about site	At Cost plus 15%
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Set-up time per hole, in excess of ½ hour or stand-by time	\$95.00/hr
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Laboratory Testing

Visual Classification	\$5.00 / ea
Moisture Content Tests	\$6.00 / ea
Density Determinations	\$25.00 / ea
Hand Penetrometer Tests	\$4.50 / ea
Unconfined Compression Tests w/o stress versus strain curve	\$40.00
Atterberg Limits Determination	\$60.00/ea
Percent Swell Tests	\$160.00/ea
Swell Pressure Tests	\$160.00/ea
Permeability Testing	
a. Falling Head (fixed ring)	\$210.00/ea
b. Falling Head (flexible wall)	\$334.00/ea
Grain Size Analysis, Mechanical	\$75.00/ea
Percent Passing #200 sieve	\$50.00/ea
Hydrometer Analysis	\$160.00/ea
Consolidation	\$415.00/ea
Triaxial shear testing	
a. Unconsolidated-undrained	\$120.00/point
Moisture-density relationship	
a. ASTM D698 (Standard Proctor)	\$140.00/ea
b. ASTM D1557 (Modified Proctor)	\$150.00/ea
One (1) point California Bearing Ratio w/o moisture-density curve	\$475.00/ea
One (1) point Bearing Ratio. w/moisture-density curve	\$650.00/ea

Field Testing Services

Engineering Technician to perform	
a. Concrete batch plant inspection	
b. Concrete Field inspection & Molding Concrete Cylinders	
c. Concrete pipe or precast plant inspection	
d. Field Observation & testing of fill operations	
Engineering Technician (minimum 3 hours)	\$35.00 / hour
Overtime	\$55.00 / hour
Senior Engineering Technician to perform	
a. Asphalt batch plant inspection	
b. Soil-cement or Lime Stabilization inspection	
c. Post-Tension Cable inspection	
d. Drilled pier and/or pile installation	

DM

inspection	
Senior Engineering Technician (minimum 3 hours)	\$40.00 / hour
Overtime	\$65.00 / hour
In-place Nuclear Density Tests (Min. of 3 per trip)	\$35.00 / ea
Structural Steel & Visual Welding Inspection by AWS CWI Inspector	\$75.00 / hour
Trip Charges	
a. Within 5 mile radius of laboratory	\$35.00
b. Beyond 5 mile radius from laboratory	\$70.00 per trip
Engineering Services	
Engineering Services for test evaluation, contract administration, supervision of laboratory and field personnel and consultation	
a. Principal of Firm	\$180.00 / hour
b. Staff Engineer	\$155.00 / hour
c. Project Manager	\$167.00 / hour
d. Report Writing	\$80.00 / hour

Services and fees not listed above will be quoted upon request. A transportation charge of \$0.75/mile and per diem charge of \$70.00/man/day will be added, if applicable.

*** These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation.

DM

RATE SCHEDULE

GOMEZ MENDEZ SAENZ, INC.

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Principal	\$xx.xx	\$150.00
Senior Architect	\$xx.xx	\$150.00
Architects	\$xx.xx	\$150.00
Construction Administrator	\$xx.xx	\$80.00
Architect in Training	\$xx.xx	\$80.00
Senior Architect Tech	\$xx.xx	\$80.00
Architect Tech	\$xx.xx	\$80.00
Admin/Clerical	\$xx.xx	\$45.00
Negotiated Overhead Rate: N/A Negotiated Profit Rate: N/A Multiplier: N/A Audit Year N/A	Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.	

DM

RATE SCHEDULE

PROFESSIONAL SERVICE INDUSTRIES, INC.
2020 N. Loop 499, Suite 302
Harlingen, Texas 78550
(956) 423-6826

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Principal Engineer/Consultant	\$56.89	\$176.13
Project Manager	\$30.23	\$93.62
Senior Engineer	\$ 48.45	\$ 150.00
Project Engineer	\$ 40.37	\$ 125.00
Engineer-In-Training/Staff Engineer	\$ 24.04	\$ 74.42
Senior Engineer Technician	\$15.50	\$48.00
Engineering Technician	\$12.44	\$38.50
CWI Inspector	\$26.93	\$83.37
Clerical/Administrative	\$10.70	\$33.12
Negotiated Overhead Rate:176.38% Negotiated Profit Rate: 12.0% Multiplier: <u>3.096</u> Audit Year: 12/31/2013		Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.

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PROFESSIONAL SERVICE INDUSTRIES, INC.
Other Geotechnical Direct Expenses

Type	Unit	Fixed Cost	Maximum Cost
GEOTECHNICAL			
Field Investigation			
Mobilization/Demobilization of Truck Mounted Drill Rig in Cameron County	each	\$400.00	--
Support Water Truck for Drilling and Sampling in Cameron County	day	\$250.00	--
Support Equipment Truck for Drilling and Sampling in Cameron County	day	\$150.00	--
Drilling and Sampling 0 – 30 ft. depth w/ two men crew. (Includes SPT, TxDOT Cone and Shelby Tube, 5 samples per 10 ft. in upper 20 ft., and 1 sample thereafter.)	linear feet	\$12.00	--
Drilling and Sampling 0 – 50 ft. depth w/ two men crew. (Includes SPT, TxDOT Cone and Shelby Tube, 5 samples per 10 ft. in upper 20 ft., and 1 sample every 10 ft. thereafter.)	linear feet	\$14.00	--
Drilling and Sampling 0 – 100 ft. depth w/ two men crew. (Includes SPT, TxDOT Cone and Shelby Tube, 5 samples per 10 ft. in upper 20 ft., and 1 sample every 10 ft. thereafter.)	linear feet	\$16.00	--
Drilling and Sampling 0 – 150 ft. depth w/ two men crew. (Includes SPT, TxDOT Cone and Shelby Tube, 5 samples per 10 ft. in upper 20 ft., and 1 sample every 10 ft. thereafter.)	linear feet	\$18.00	--
Coring (6-inch diameter, 10 in. thick max.) through concrete or asphalt to access subsurface soils.	each	\$175.00	--
Borehole Grouting – Bentonite Chips	linear feet	\$7.00	
Piezometer – 2 in. dia.	Linear feet	\$20.00	
Piezometer surface completion	Ea.	\$450.00	
Piezometer abandonment	linear feet	\$15.00	
Core Boxes	each	\$10.00	
Electronic Water Level Device	day	\$25.00	
Concrete/Asphaltic Concrete Patch	each	\$25.00	
Laboratory Testing			

DM

Atterberg Limits Determination (ASTM D4318)	each	\$58.00	--
-#200 Sieve Analysis (ASTM D1140)	each	\$45.00	--
Moisture content soil (ASTM 2216)	each	\$5.00	--
Sieve Analysis (ASTM D422)	each	\$35.00	
Density Determination on Shelby Tube Samples (ASTM D7263)	each	\$20.00	
Unconfined Compression Strength (ASTM D2166)	each	\$37.50	--
UU Triaxial Strength (ASTM D2850)	each	\$75.00	--
One Dimensional Consolidation (ASTM D2435) 8 loading & 3 unloading increments	each	\$450.00	--
CU Triaxial Strength (ASTM D4767) 1 specimen – 1 pressure	each	\$350.00	--
Sulfate Content (ASTM C1580/Tex 145-E)	each	\$125.00/\$95.00	--
One Dimensional Swell (ASTM D4546) Method B (single point wetting after loading test on single specimen)	each	\$175.00	
pH (ASTM D4972)	each	\$15.00	--
Hydrometer Analysis (ASTM D422)	each	\$150.00	--
Moisture Density Relationship (ASTM D698 - Standard Proctor)	each	\$150.00	--
Moisture Density Relationship (ASTM D1557 – Modified Proctor)	each	\$160.00	--
California Bearing Ratio (ASTM D1883) (Does not include M-D Relationship)	each	\$170.00	--
Permeability – Falling Head Rigid Wall (COE 110-2-1906)	each	\$170.00	--
Pinhole Dispersion Test (ASTM D4647)	each	\$225.00	--
Crumb Test (ASTM D6572)	each	\$50.00	--
Construction Material Testing (CMT)			
Compression Strength Concrete Cylinders (ASTM C39)	each	\$13.00	
Flexural Beam Strength (ASTM C78)	each	\$30.00	
Field Nuclear Gauge (Troxler)	day	\$30.00	
Asphalt Extraction/Gradation (ASTM D2172)	each	\$120.00	
Asphalt Specific Gravity & Density (ASTM D2041)	each	\$60.00	

RATE SCHEDULE

(RAM) RODS AERIAL MAPPING LLC

Direct Labor	Units	Contract Rate
Aerial Surveying Services		
Aerial Mapping (AM)		
Project Coordinator - AM	Per Hour	\$125.00
Certified Photogrammetrist	Per Hour	\$100.00
Analytical Triangulation Specialist	Per Hour	\$90.00
Aerial Mapping Technician	Per Hour	\$84.41
Orthophoto Specialist	Per Hour	\$84.41
Mapping Editor (includes QA/QC, Finishing, & Finalization)	Per Hour	\$80.00
Aerial Office Technician	Per Hour	\$55.00
Aerial Photography (AP)		
Project Coordinator - AP	Per Hour	\$120.00
Aerial Processing technician	Per Hour	\$85.00
Flight Crew Fixed Wing Aircraft (Includes Pilot and Camera Operator)	Per Hour	\$90.00
Photo Lab Services (PLS)		
Photo Lab Specialist	Per Hour	\$67.62
Photo Processing technician	Per Hour	\$65.00

Contract rates include labor, overhead, and profit.

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RATE SCHEDULE

RGV Right-of-Way Services, LLC

Direct Labor

Labor/Staff Classification	Contract Rate Per Parcel	Negotiated Hourly Base Rate
Title and Closing Services	\$1000	n/a
Negotiation Services	\$4500	n/a
Residential Relocation Assistance	\$6000	n/a
Business Relocation Assistance	\$7000	n/a
Personal Property and Storage Unit Relocation Assistance	\$1800	n/a
Outdoor Advertising Sign Relocation Assistance	\$2500	n/a
Condemnation Support Services	\$6000	n/a
Other Services:		
Right-of-Way Manager		\$125
Right-of-Way Agent		\$100
Relocation Manager		\$125
Support Staff		\$70
Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.		

DSK

**RODS Surveying, Inc.
6810 Lee Road, Suite 100
Spring, Texas 77379**

Tele: 281-257-4020

Fax: 281-257-4021

**S&B Infrastructure /CCRMA
2014/2015 RATE SCHEDULE**

REGULAR TIME RATES

2-Man Field Party	\$ 130.00 /hour
3-Man Field Party	\$ 160.00 /hour
4-Man Field Party	\$ 170.00 /hour

OTHER PERSONNEL SERVICES

Principal	\$ 135.00 /hour
Registered Professional Land Surveyor	\$ 130.00 /hour
Project Surveyor (SIT)	\$ 105.00 /hour
Certified Survey Technician	\$ 95.00 /hour
Survey Technician	\$ 90.00 /hour
Clerical	\$ 55.00 /hour
Abstractor	\$ 85.00 /hour
CADD	\$ 90.00 /hour

*** 2% ESCALATION PER CALENDAR YEAR**

RATE SCHEDULE

RODS Subsurface Utility Engineering, Inc.

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Project Manager/Professional Engineer		\$129.00
Project Engineer		\$115.00
Designer		\$90.00
Field Designation Technician		\$90.00
CADD Operator		\$101.00
Admin/Clerical		\$62.00
Negotiated Overhead Rate: N/A Negotiated Profit Rate: N/A Multiplier: N/A Audit Year N/A	Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.	

RODS Subsurface Utility Engineering, Inc Direct cost

Type	Unit	Fixed Cost
Test Holes = 0 Ft to 4.99 Ft	each	\$1,340.00
Test Holes = 5 Ft to 7.99 Ft	each	\$1,700.00
Test Holes = 8 Ft to 12.99 Ft	each	\$1,875.00
Test Holes = 13 ft to 19.99 Ft	each	\$2,035.00
Pavement Coring	each	\$250.00
Traffic Control Devices	daily	\$500.00
Designation Vehicles (Mobilization)	mi	\$2.65
Vacuum Excavation Vehicles (Mobilization)	mi	\$3.82

Profit not allowed on Other Direct Expenses. Costs included in overhead will not be reimbursed as other direct expenses.

RATE SCHEDULE

TEDSI INFRASTRUCTURE GROUP, INC.

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Principal	\$90.72	\$289.10
Project Manager	\$71.82	\$228.87
Senior Engineer	\$58.38	\$186.04
Project Engineer	\$49.61	\$158.10
Design Engineer	\$45.76	\$145.82
Engineer In Training (EIT)	\$35.18	\$112.09
Senior Engineering Tech	\$37.28	\$118.78
Engineer Tech	\$34.13	\$108.75
CADD Operator	\$29.93	\$95.36
Admin/Clerical	\$28.67	\$91.35
Negotiated Overhead Rate: 184.53% Negotiated Profit Rate: 12.0% Multiplier: 3.1867 Audit Year 2013	Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.	

**OTHER DIRECT EXPENSES
APPLICABLE TO PROVIDER AND SUBPROVIDERS**

TYPE	UNIT	FIXED COST	MAXIMUM COST
Lodging/Hotel	Day/Person		current state rates
Lodging/Hotel Taxes/Fees	Day/Person		current state rates
Meals	Day/Person		current state rates
Mileage	Mile	Current State Rates	
Car Rental (Taxes/Fees not included; Insurance costs will not be reimbursed)	Day		\$ 75.00
SUV or ATV Rental (Taxes/Fees not included; Insurance costs will not be reimbursed)	Day		\$ 150.00
Lease/Survey Vehicle (Includes taxes and fees; Insurance costs will not be reimbursed)	Month		\$ 1,500.00
Rental Car Fuel	Day/Gal		\$ 4.99
Air Travel – In State – Short Notice (Coach	Rd Trip/Person		\$ 1,000.00
Air Travel – In State – 2+ Wks Notice (Coach)	Rd Trip/Person		\$ 500.00
Air Travel – Out of State – Short Notice	Rd Trip/Person		\$ 1,400.00
Air Travel – Out of State – 2+ Wks Notice (Coach)	Rd Trip/Person		\$ 850.00
Luggage (with air travel)	One-Way		\$ 50.00
Parking	Day		\$ 35.00
Parking	Week		\$ 175.00
Toll Charges	Each		\$ 3.00
Taxi/Cab fare	Each/Person		\$ 80.00
Internet	Month		\$ 15.00
Telephone	Month		\$ 150.00
Conference Calls	Month		\$ 500.00
Standard Postage	Letter	Current Postal Rate	
Postage & Shipping	Month		\$ 400.00
Overnight Mail – letter size	Each		\$ 30.00
Overnight Mail – oversized box	Each		\$ 50.00
Courier Services	Each		\$ 50.00
Photocopies B/W (8 ½" X 11")	Each		\$ 0.15
Photocopies B/W (11" X 17")	Each		\$ 0.30
Photocopies B/W Color (8 ½" X 11")	Each		\$ 1.20
Photocopies B/W Color (11" X 17")	Each		\$ 2.25
Digital Ortho Plotting	Sheet		\$ 10.00
Blueline Prints (24" X 36")	Each		\$ 6.00
Bond Paper Plot (Blueline/Blackline)	Linear Foot		\$ 4.50
Blueline/Blackline Prints (8 ½" X 11")	Sheet		\$ 0.10
Blueline/Blackline Prints (11" X 17")	Sheet		\$ 0.20
Blueline/Blackline Prints (22" X 34")	Sheet		\$ 6.00

**OTHER DIRECT EXPENSES
APPLICABLE TO PROVIDER AND SUBPROVIDERS**

TYPE	UNIT	FIXED COST	MAXIMUM COST
Plots (B/W on bond)	Square Foot		\$ 6.00
Plots (Color on Bond)	Square Foot		\$ 8.00
Plots (Color on Photographic Paper)	Square Foot		\$ 10.00
Color Graphics on Foam Board	Each		\$ 100.00
Color Graphics on Foam Board	Square Foot		\$ 20.00
Presentation Boards 30" X 40" Color Mounted	Each		\$ 175.00
Vellum Plot	Linear Foot		\$ 15.00
Mylar Plot	Square Foot		\$ 12.00
Mylars (Half Size)	Each		\$ 4.00
Mylars (Full Size)	Each		\$ 7.00
Mylar (8 ½" X 11")	Sheet		\$ 3.00
Mylar (11" X 17")	Sheet		\$ 6.00
Mylar (22" X 34")	Sheet		\$ 16.00
Outside Printing – Reports	Each		\$ 500.00
Report Binding	Each		\$ 25.00
Notebooks	Each		\$ 15.00
Reproduction of CD/DVD	Each		\$ 5.00
CDs	Each		\$ 0.50
Film – 24 Exp Roll	Roll		\$ 10.00
Film Processing – 24 Exp Roll	Roll		\$ 10.00
4" X 6" Digital Color Print	Picture		\$ 1.00
Historical Aerial Images	Unit		\$ 500.00
Aerial Photographs (1" = 500' scale)	Each		\$ 500.00
Texas Parks & Wildlife Data Request Fees	Each		\$ 200.00
Hazardous Materials Database Search	Per Search		\$ 1,000.00
Required Permit Fees	Each		\$ 1,000.00
Backhoe Rental w/operator	Day		\$ 1,200.00
GPS Receiver	Hour		\$ 100.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	Day		\$ 150.00
Curator (Drawer & TX Archaeological Research Lab for artifacts & report)	Per Project		\$ 1,500.00
Traffic Control	Day		\$ 2,000.00
Newspaper Advertisement	Per Publication		\$ 5,000.00
Court Reporter	Page		\$ 50.00
Court Reporter (Public Hearings & Transcription)	Day		\$ 1,000.00
Law Enforcement/Uniform Officer	Hour/Officer		\$ 50.00
Professional Narrator for Public Involvement	Event		\$ 1,000.00

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**OTHER DIRECT EXPENSES
APPLICABLE TO PROVIDER AND SUBPROVIDERS**

TYPE	UNIT	FIXED COST	MAXIMUM COST
Translator (English to Spanish) for Public Involvement	Event		\$ 1,000.00
Translator (English to Spanish or Sign Language)	Hour		\$ 500.00
Custodian for Public Involvement	Hour/Custodian		\$ 150.00
Sound Technician for Public Involvement	Event		\$ 1,000.00
Public Involvement Facility Rental	Event		\$ 3,000.00
Audio – Visual Equipment Rental	Event		\$ 2,000.00
Audio – Equipment Rental	Each		\$ 1,000.00
Public Notices – Mass Mailing	500		\$ 500.00
Desktop & Microcomputer w/Plotter	Hour		\$ 50.00
Microstation CADD System w/Plotter	Hour		\$ 50.00
Robotic Total Station	Day		\$ 500.00
Boat with Motor	Day		\$ 315.00
GPS RTK	Hour		\$ 60.00
GPS Static or R8	Hour		\$ 60.00
Map Records	Sheet		\$ 5.00
Certified Deed Copies	Sheet		\$ 3.00
Deed Copies	Sheet		\$ 1.00
Web Site Registration	Year		\$ 75.00
Web Site Hosting	Year		\$ 350.00
Website Hosting for GIS	Month		\$ 6,000.00
Website Hosting for Core Systems (P6, Cobra, Sharepoint)	Month		\$ 3,000.00
Project Office Setup Cost (equipment only)	Each		\$ 8,000.00
Monthly IT Maintenance	Month	\$ 1,000.00	
Software License	Year		\$ 15,000.00
Property Record Fees (Courthouse and Courthouse Direct Record Fees) Fee may vary based on the number of parcels	Per Parcel		\$ 120.00
Type II ROW Monument – Drilled (Includes One Call, crew time, equipment, materials, rentals, & labor.) Brass Marker supplied by TxDOT.	Each		\$ 63.00
Type II ROW Monument – Poured (Includes One Call, crew time, equipment, materials, rentals, labor.) Brass Marker supplied by TxDOT.	Each		\$ 263.00
Reprographics	Per Square Ft.		\$ 6.00
Terrestrial Laser Scanner	Per Hour		\$ 90.00

**OTHER DIRECT EXPENSES
APPLICABLE TO PROVIDER AND SUBPROVIDERS**

TYPE	UNIT	FIXED COST	MAXIMUM COST
Aerial Photography Mobilization Fee	Per Project		\$ 375.00
Project Flight Miles (on project flight miles)	Per Mile		\$ 30.00
Airborne GPS/IMU Data collection/Processing	Per Project		\$ 2,275.00
Black and White Film Processing	Per Frame		\$ 38.00
Color Film Processing	Per Frame		\$ 48.50
Digital Image Processing/Film Scanning	Per Frame		\$ 28.35
Enlargement, Laminate, or Mount	Per Square Ft		\$ 6.00
HDS Laser Scanner (Equipment Only)	Day		\$ 850.00
Mobile Mapping System (Equipment Only)	Day		\$ 9,450.00
LiDAR Workstation	Hour		\$ 15.00
Airborne LiDAR Mobilization, Helicopter or Fixed Wing (Includes Airframe, Pilot, LiDAR Operator, Fuel and Transportation Cost)	Per Project		\$ 25,000.00
Helicopter LiDAR Acquisition (Includes aircraft, LiDAR Sensor, Fuel, and Transportation Cost)	Per Hour	\$ 2,600	
Fixed Wing LiDAR Acquisition (Includes aircraft, LiDAR Sensor, Fuel, and Transportation Cost)	Per Hour	\$ 2,200.00	
Courthouse fees Deeds	Per / Sheet		\$ 1.25
Courthouse fees Plats	Per / Sheet		\$ 3.50
SUE SPECIALIZED			
Traffic Control signs and stands (standard)	Each/Per/Day		\$ 10.00
Flashing Arrow Board (standard)	Each/Per/Day		\$ 90.00
Geophysical Locating Equipment (standard)	Each/Per/Day		\$ 20.00
CADD Workstation with Plotter & Printer	Per/Hour		\$ 20.00
Utility System Records, as-built drawings	Per/Sheet		\$ 10.00
Excavation Designating Permit Fees	Each		\$ 1,500.00
Traffic Control (Specialized)	Day		\$ 2,000.00
Railroad Flagger	Day		\$ 2,500.00
Survey Boat with enclosed cabin (20-25 feet)	Day		\$ 800.00
Single Beam Dual Frequency Echo Sounder	Day		\$ 114.00
Side-Scan Sonar System (dual frequency)	Day		\$ 406.00
Marine Magnetometer	Day		\$ 244.00
CHIRP Sub-Bottom Profiler	Day		\$ 406.00
CONSTRUCTION FIELD SERVICES			
Computers Hardware	Month/Person		\$ 100.00
Computer Maintenance	Month		\$ 1,500.00
Computer Software	License/Person		\$ 4,000.00

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**OTHER DIRECT EXPENSES
APPLICABLE TO PROVIDER AND SUBPROVIDERS**

TYPE	UNIT	FIXED COST	MAXIMUM COST
Inspector Safety Equipment	Month/Person	\$ 20.00	
Truck with Safety Equipment Set-up (Includes Truck Cost, Fuel, and Maintenance)	Month/Person		\$ 1,500.00
Field Office Supplies (Hard hats, Safety equipment, paint supplies)	Month		\$ 1,000.00
Print Server	Each		\$ 1,000.00
Printer/Copier Lease	Month		\$ 2,500.00
Printer/Copier Maintenance	Each		\$ 1,500.00
Printer/Copier Toner Cartridges	Each		\$ 375.00
Printer/Copier Ink Cartridges	Each		\$ 250.00

Profit not allowed on Other Direct Expenses. Costs included in overhead will not be reimbursed as other direct expenses. **For Cost Plus Fixed Fee, Specified Rate, and Unit Cost** – Unless fixed, actual rates to be billed not to exceed the maximum shown. Documentation, such as receipts and usage logs for other direct expenses, must be maintained and is subject to audit. Current invoice procedures may require submittal of documentation for reimbursement. **For Lump Sum** – No documentation required. Invoicing by deliverable includes combination of direct labor and other direct expenses.

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APPENDIX C
KEY PERSONNEL

Senior Project Manager:

Daniel O. Rios, PE | S&B Infrastructure, Ltd.

Deputy Project Manager:

Agustin Ramirez, PE | S&B Infrastructure, Ltd.

Client Satisfaction & Quality Program Manager:

Phillip J. Pawelek, PE | S&B Infrastructure, Ltd.

Administration | Liaison Manager:

Alma C. Walzer | S&B Infrastructure, Ltd.

Environmental Manager:

Mark A. Iglesias | S&B Infrastructure, Ltd.

Contract Support:

Louis Lopez | S&B Infrastructure, Ltd.

APD Manager:

Craig F. Stong, PE | TEDSI Infrastructure Group, Inc.

Deputy APD Manager:

Oscar Cancino, PE | DOS Logistics, Inc.

Final Design | PS&E Manager:

Daniel Garces, PE | S&B Infrastructure, Ltd.

Deputy PS&E Manager:

Mark D. Corbitt, PE | TEDSI Infrastructure Group, Inc.

Construction Manager:

Agustin Ramirez, PE | S&B Infrastructure, Ltd.

Deputy Construction Manager:

Guillermo Arratia, PE | S&B Infrastructure, Ltd.

O&M Manager:

Mark Luper, PE | TEDSI Infrastructure Group, Inc.

Deputy O&M Manager:

Charlotte L. Teague, PE | S&B Infrastructure, Ltd.

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APPENDIX D

WORK AUTHORIZATION

WORK AUTHORIZATION NO. ____

This Work Authorization is made as of this ____ day of _____, _____, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of _____, 2014 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and S&B Infrastructure, Ltd. ("GEC"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

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

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

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

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

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

Section B. - Schedule

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

Section C. - Compensation

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

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

PM

Section D. - Authority's Responsibilities

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

Section E. - Other Provisions

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

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

Authority: Cameron County Regional
Mobility Authority

GEC: S&B Infrastructure, Ltd.

By: _____
Signature: _____
Title: _____
Date: _____

By: _____
Signature: _____
Title: _____
Date: _____

JWR



CERTIFICATE OF LIABILITY INSURANCE

S&BINFR-01

SUZANNE

DATE (MM/DD/YYYY)
10/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ProTECH Insurance Agency, Inc.
3120 Southwest Freeway, #100
Houston, TX 77098

CONTACT

NAME:

PHONE (A.C. No. Ext.): (713) 520-1090

FAX

(A.C. No.): (713) 529-7505

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: National Union Fire Insurance Co of PA

19445

INSURER B: Insurance Company of the State of PA

19429

INSURER C: Zurich American Insurance Co

16535

INSURER D: Lexington Insurance Company

19437

INSURER E:

INSURER F:

INSURED

S & B Infrastructure, Ltd.
Attn: Diane Larrivee
P.O. Box 266245
Houston, TX 77207-6245

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GENTL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		GL 5142765	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMSES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X		CA 1803804	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 049342294	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Commercial Property			CPP 4686080	11/01/2013	11/01/2014	Bus Pers Property 250,000
D	Professional Liab			034233983	01/01/2014	01/01/2015	Ea Claim/Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cameron County Regional Mobility Authority, its officers, directors and employees are included as Additional Insureds and provided 30 Days Notice of Cancellation to the extent agreed by written contract.

CERTIFICATE HOLDER

Cameron County Regional Mobility Authority
1100 East Monroe Street, Suite 256
Brownsville, TX 78520

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C.S. Madeira

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jsm

**4-D CONSIDERATION AND APPROVAL OF GEC CONTRACT BETWEEN
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
HNTB**

**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

AGREEMENT FOR

**GENERAL CONSULTING
CIVIL ENGINEERING SERVICES**

HNTB CORPORATION

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Appendix A Scope of Services

Appendix B Rate Schedule

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Appendix E RFQ Response

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

THIS AGREEMENT, made as of this 1st day of November, 2014, by and between the **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY** (CCRMA), 1100 E. Monroe, Suite 256, Brownsville, Texas 78520, hereinafter referred to as the "Authority", and **HNTB CORPORATION**, 2494 Central Blvd., Suite A, Brownsville, TX 78520, hereinafter referred to as the "GEC".

W I T N E S S E T H:

WHEREAS, pursuant to a qualifications-based selections process consistent with the provisions of the Professional Services Procurement Act (Tex. Gov't Code Sec. 2254.001. et seq.), HNTB Corporation was selected by CCRMA as one of the firms to serve as a General Engineering Consultant (GEC) for the Authority;

WHEREAS, pursuant to a previous selection HNTB has served as a GEC and has worked with the Authority in the pursuit of the Authority's stated goals and objectives; and

WHEREAS, having been re-selected this Agreement sets forth the terms and conditions under which HNTB will continue to provide GEC services and assist the Authority in its ongoing efforts to meet its stated goals and objectives;

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

1. THE SERVICES, GENERALLY.

The Authority hereby retains the GEC to serve as the Authority's General Engineering Consultant pursuant to the terms set forth in this Agreement and all work to be performed by or on behalf of the GEC hereunder is hereinafter referred to as the

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

Project to include the GEC as an additional insured on their general and automobile liability insurance policies, and to indemnify the GEC in the same manner and to the same extent as such contractors and engineers indemnify the Authority, except with respect to the GEC's own negligence or willful acts.

2. SCOPE OF SERVICES.

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

3. "CONSULTING ENGINEERS" UNDER TRUST AGREEMENTS.

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

4. **COMPENSATION.**

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

b. **THE MULTIPLIER.** The applicable multiplier for all GEC employees providing services under this Agreement shall be 2.7765 (the

"Multiplier") as calculated pursuant to subsection 4.c. Currently, it is anticipated that there will be only one multiplier used by the parties. However, in the event that the GEC employees or subconsultants work in facilities owned or leased by the Authority the multiplier for such employees or subconsultants shall be adjusted downward to reflect the Authority's burden of overhead associated with such employees or subconsultants and the corresponding relief from overhead obligations for such employees and subconsultants to the GEC. Any such adjustments will be agreed upon by the Authority and the GEC, effective as of such time as the GEC employees or subconsultants begin working in facilities owned or leased by the Authority.

c. COMPUTATION AND ADJUSTMENT OF THE MULTIPLIER. The negotiated Multiplier for this Agreement was determined by utilizing the GEC's auditable overhead rate as allowed under the provisions of 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR 31). The GEC represents that at all times throughout the term of this Agreement, that the Standard Multiplier shall not exceed either (i) the GEC's auditable overhead rate determined in accordance with said Regulations, or (ii) the multiplier utilized by the GEC in its agreements with the Texas Department of Transportation. For the purposes of this Agreement, the initial Multiplier is based upon an overhead rate of 1.4790 times direct labor cost, plus twelve percent (12%) for profit, for a Multiplier of 2.7765 times direct labor cost (computed as follows: $(1 + 1.4790 \times 1.120)$).

The Multiplier will be adjusted up or down according to the GEC's audited FAR overhead rate for the preceding year, with the first such adjustment occurring as of January 1, 2016, and, thereafter, as of each subsequent January 1 during the term of this Agreement. The profit factor shall not be adjusted absent written agreement of the parties, including approval of the Authority's board of directors.

d. EXPENSES. As indicated above, the compensation computed in accordance with subsections 4.a., b., and c. is anticipated by the Authority and the GEC to be full and sufficient compensation and reimbursement for the services, and includes all customary out-of-pocket expenses anticipated to result from the GEC's performance under the Agreement that are included in the computation of the FAR overhead rate, such as office supplies, telecommunications systems, postage, photocopying, computer hardware/software and service charges, and similar business costs. Notwithstanding the foregoing, the GEC shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the GEC that are necessary for the performance of its duties under this Agreement and which are not included in the FAR overhead rate, said expenses being limited to travel costs, printing costs, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the GEC employee or subconsultant, and other expenses directly approved, in advance, by the Authority. Except for automobile expenses paid at the federal mileage rate and travel paid at state approved rates (if available), all such reimbursement shall be at

one-hundred percent (100%) of the actual cost thereof paid by the GEC to unaffiliated entities; provided, however, that all amounts in excess of \$1,500 for which the GEC intends to seek reimbursement pursuant to this subsection 4.d. must be approved in advance and in writing by the Authority, except when such advance approval is impractical due to a bona fide emergency situation. The Authority shall not reimburse the GEC for travel, lodging, and similar expenses incurred by the GEC to bring additional staff to its local office or to otherwise reassign personnel to provide basic engineering support of the GEC's performance of the services, provided, however, that the Authority shall reimburse, but only in accordance with the terms of this subsection 4.d., such costs incurred by the GEC to bring to its local office or the Authority's facilities, with advance approval by the Authority, staff with specialized skills or expertise required for the services and not customarily available from a staff providing general consulting civil engineering services of the type described in this agreement. The GEC shall take all reasonable steps to acquire all goods and services subject to reimbursement by the Authority under this Agreement on a tax-free basis pursuant to the Authority's tax-exempt status described in subsection 4.j.

e. NON-COMPENSABLE TIME. Time spent by the GEC's employees or subconsultants to perform services or functions capable of being carried out by other, subordinate personnel with a lower hourly rate shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel. Time spent

by the GEC's personnel or subconsultants in an administrative or supervisory capacity not related to the performance of the services shall not be compensable. Time spent on services that is in excess of what would reasonably be considered appropriate for the performance of such services shall not be compensable.

f. INVOICES AND RECORDS. The GEC shall submit two (2) copies of its monthly invoices certifying the salaries and expenses incurred in providing the services under this Agreement during the previous month, and shall also present a reconciliation of monthly invoices and the work authorization (and related estimates) to which the services relate. The invoice shall be in a form directly acceptable to TxDOT for potential reimbursement by TxDOT to the Authority. Each invoice shall be in such detail as is required by the Authority and TxDOT, including a breakdown of services provided on a project-by-project basis and/or pursuant to specified work authorizations, together with other services requested by the Authority. Upon request of the Authority, the GEC shall also submit certified time and expense records and copies of invoices that support the invoiced salary and expense figures. All books and records relating to the GEC's or subconsultants' time, out-of-pocket expenses, materials, or other services or deliverables invoiced to the Authority under this Agreement shall be made available during the GEC's normal business hours to the Authority and its representatives for review, copying and auditing throughout the term of this Agreement and for three (3) years after the expiration thereof. No compensation shall be made for revisions to the GEC's or subconsultants' services or

deliverables required due in any way to the negligent error, omission, or fault of the GEC, its employees, agents, subconsultants, or contractors.

g. **EFFECT OF PAYMENTS.** No payment by the Authority shall relieve the GEC of its obligation to deliver timely the services required under this Agreement. If after approving or paying for any service, product or other deliverable, the Authority reasonably determines that said service, product or deliverable does not satisfy the requirements of this Agreement, the Authority may reject same and, if the GEC fails to correct or cure same within a reasonable period of time and at no additional cost to the Authority, the GEC shall return any compensation received therefore. In addition to all other rights provided in this Agreement, the Authority shall have the right to set off any amounts owed by the GEC pursuant to the terms of this Agreement upon providing the GEC prior written notice thereof after the GEC's refusal or failure to correct or cure services, products or deliverables that are not in conformance with the requirements of this Agreement.

h. **NO ADJUSTMENTS TO RATE SCHEDULE AND MULTIPLIERS.** Except as otherwise expressly provided in Section 4 above the Authority and the GEC shall not make adjustments to the Multiplier during the term of this Agreement. The Authority and the GEC do not anticipate that any services, work, deliverables or expenses of any nature shall be undertaken or incurred by the GEC on behalf of the Authority that constitute "Extra Work" or otherwise fall outside the terms of this Agreement. Unless the parties otherwise expressly agree in

writing to the contrary, all services of any nature undertaken by the GEC or its subconsultants during the term of this Agreement on behalf of the Authority shall be conclusively presumed to have been undertaken under, and be subject to, the terms of this Agreement.

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

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

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

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

(i) For amounts invoiced by the GEC for services which are reimbursable by TxDOT pursuant to a toll equity grant, financial assistance agreement, or any other form of financial assistance, the Authority shall submit a payment request to TxDOT within fifteen (15) days of receipt of a conforming invoice from the GEC. Payment shall be due to the GEC from the Authority within thirty (30) days of the Authority's receipt of payment from TxDOT. Amounts of the type described in this subparagraph (i) outstanding for more than sixty (60) days after the Authority's receipt of payment from TxDOT shall accrue interest at the prime rate as published in the *Wall Street Journal* (or other accepted financial journal in the event that the *Wall Street Journal* ceases

publication or fails to include current prime rates within its reported information) on the date payment is due or the first business day thereafter if the due date is a weekend or federal holiday (the "Prime Rate"). Notwithstanding anything to the contrary in this Agreement, the Authority shall have no responsibility for payment of amounts which are submitted to TxDOT for reimbursement under a toll equity grant, financial assistance agreement, or any form of financial assistance but which TxDOT refuses to pay, in whole or in part.

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

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

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

marked, labeled, or physically identified as the property of the Authority, to the extent practicable.

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

n. **COMPENSATION OF SUBCONSULTANTS.** As noted in the GEC's response to the Request for Qualifications referenced in Section 33 below, the GEC will employ AECOM, AGUIRRE Corporation,, Ambiotec Civil Engineering Group, Inc., Belaire Environmental, Inc., Cobblestone Engineering, Inc., Cruces Y Puentes Internacionales, S.A. de C.V., Dos Land Surveying, LLC, Gomez Mendez Saenz, Inc., L&G Consulting Engineers, Inc., L&G Engineering Laboratory, LLC, Prime Strategies, Inc., RODS Surveying, Inc., S&B Infrastructure LTD, SWCA Environmental Consultants, TEDSI Infrastructure Group, Traffic Engineers, Inc., CAS Companies, Dos Logistics, Poznecji-Camarillo, RODS SUE, RODS Aerial Mapping, Sanchez Salazar & Associates, TXP and Rio International Consulting as the sole subconsultants providing services under this Agreement, unless the GEC requests and the Authority agrees otherwise in writing. All subconsultants providing services under this Agreement shall be subject to, and compensated or reimbursed in accordance with, all requirements of this Section 4, provided that each subconsultant shall utilize (i) its

own actual hourly rates (as set forth in Appendix B), provided that no such rates shall exceed the corresponding rates paid by the GEC for its personnel of comparable grade, category and experience, and (ii) its own FAR overhead rate. The GEC has committed to using good faith efforts to achieve certain goals relating to DBE participation and performance of services by local firms in its proposal to the authority. Each monthly invoice shall include a summary of the DBE participation achieved and the percentage of services performed by local firms.

5. TIME OF PERFORMANCE.

It is understood and agreed that the term of this Agreement shall be for thirty-five (35) months, commencing November 1, 2014, and concluding September 30, 2017, subject to the earlier termination of this Agreement pursuant to Sections 6 or 7 below or further extension upon agreement of both parties. The GEC shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond the GEC's reasonable control. Should such circumstances occur, the GEC shall, within a reasonable time, give notice to the Authority describing the circumstances and the efforts being made to resume performance. The GEC shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

6. TERMINATION FOR DEFAULT.

The GEC shall furnish services in such a manner and at such times as the development schedules of the Projects require so that no delay in the progression of the evaluation, design, or construction of the Projects will be caused by or be in any way

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

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

pursuant to Section 20 hereof. In determining the amount of any payments owed to the GEC, the value of the services performed by the GEC prior to termination shall be no greater than the value that would result by compensating the GEC in accordance with Section 4 hereof for all services performed and expenses reimbursable in accordance with this Agreement. Should the Authority at any time, in the reasonable opinion of the GEC, not carry out its obligations under this Agreement, the GEC may, upon providing the Authority with thirty (30) days prior written notice pursuant to Section 21 hereof and opportunity to cure, terminate this Agreement effective on the date following said 30-day notice and cure period (the "Termination Date"). In the event of such termination, the Authority will pay the GEC for services performed in accordance with this Agreement to the Termination date.

7. **OPTIONAL TERMINATION.**

a. **GENERALLY.** The Authority has the right to terminate this Agreement at its sole option, at any time with or without cause, by providing thirty (30) days written notice of such intention to terminate pursuant to Section 21 hereof and by stating in said notice the "Optional Termination Date". Upon such termination, the Authority shall enter into a settlement with the GEC upon an equitable basis as mutually determined by the entities, which shall fix the value of the services performed by the GEC prior to the Optional Termination Date. In determining the value of the services performed, the Authority in all events shall compensate the GEC in accordance with Section 4 hereof for all services performed and expenses reimbursable in accordance with this Agreement,

provided, however, that no consideration will be given to anticipated profit which the GEC might possibly have made on the uncompleted portion of the services.

b. **NO FURTHER RIGHTS, ETC.** Termination of this Agreement and payment of an amount in settlement as described in this Section 7 shall extinguish all rights, duties, obligations, and liabilities of the Authority and the GEC under this Agreement, and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the GEC from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute. Notwithstanding the foregoing, sections 13, 20 and 24 of this Agreement shall survive termination of this Agreement in accordance with Section 6 or this Section 7.

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

8. **TERMINATION. GENERALLY.**

The Authority's rights and options to terminate this Agreement, as provided in any provision of this Agreement, shall be in addition to, and not in lieu of, any and all rights, actions, options, and privileges otherwise available under law or equity to the Authority by virtue of this Agreement or otherwise. Failure of the Authority to exercise any of its said rights, actions, options, and privileges to terminate this Agreement as provided in any provision of this Agreement or otherwise shall not be deemed a waiver of any of said rights, actions, options, or privileges or of any rights, actions, options, or privileges otherwise available under law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.

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

In addition to the foregoing rights and options to terminate this Agreement, the Authority may elect to suspend any portion of the services of the GEC hereunder, but not terminate this Agreement, by providing the GEC with prior written notice to that effect. Thereafter, the suspended services may be reinstated and resumed in full force and effect upon receipt from the Authority of thirty (30) days prior written notice requesting same. Similarly, the Authority may limit, or cancel any portion of the services previously assigned to the GEC in accordance with this Agreement. The GEC shall not be entitled to any damages or other compensation of any form in the event that the Authority exercises its rights to suspend, limit or cancel the services pursuant to this Section 9, provided, however, that any time limits established by the parties in any work

authorization or otherwise for the completion of specific portions of the services suspended pursuant to this Section 9 shall be extended to allow for said suspension or modifications thereof. Without limiting the foregoing, the GEC agrees that no claims for damages or other compensation shall be made by the GEC for any delays or hindrances occurring during the progress of any portion of the services specified in this Agreement as a result of any suspension or modification of the services or otherwise. Such delays or hindrances, if any, shall be provided for by an extension of time for such reasonable periods as the Authority may decide. It is acknowledged, however, that permitting the GEC to proceed to complete any services or any part of them after the originally specified date for completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Authority or any of its rights herein.

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

a. **ADEQUATE PERSONNEL, ETC.** The GEC shall furnish and maintain, at its own expense, adequate and sufficient personnel (drawn from its own employees or from approved subconsultants) and equipment, in the reasonable opinion of the Authority, to perform the services with due and reasonable diligence customary of an engineering firm enjoying a favorable national reputation, and in all events without delays attributable to the GEC which have a reasonable likelihood of adversely affecting the progress of others involved with one or more of the Projects or the progress of the feasibility evaluation, design or construction of any such Project. All persons, whether

employees of the GEC or of an approved subconsultant, providing the services shall be fully licensed to the extent required by their professional discipline associations' codes or otherwise by law. Without limiting the foregoing, all persons in charge of, or responsible for, design, plan preparation, and related engineering work shall be licensed to practice professional engineering in the State of Texas and shall, in the case of the GEC, be approved by the Authority prior to their involvement in work under this Agreement.

b. REMOVAL OF PERSONNEL. All persons providing the services, whether employees of the GEC or of an approved subconsultant, shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any such person who, in the opinion of the Authority, is incompetent or by his/her conduct becomes detrimental to the provision of the services shall, upon request of the Authority, immediately be removed from the services. The GEC shall furnish the Authority with a fully qualified candidate for the removed person within ten (10) days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Authority.

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

d. KEY PERSONNEL. The GEC acknowledges and agrees that the individual(s) identified on Appendix C attached hereto and made apart hereof are key and integral to the satisfactory performance of the GEC under this agreement.

Throughout the term of this agreement, the GEC agrees that the identified individual(s), whether employee(s) of the GEC or of an approved sub-consultant, will remain in charge of the performance of the services and shall devote substantial and sufficient time and attention thereto, to the extent indicated on Appendix C. The death or disability of any such individual, his/her disassociation from the GEC or the approved sub-consultant, or his/her failure or inability to devote sufficient time and attention to the services shall, at the Authority's option, require the GEC promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Authority. In no event shall the GEC remove, transfer, or reassign any individual identified on Appendix C except as instructed by, or with the prior written consent of, the Authority. The GEC shall use its commercially reasonable efforts to enhance continuity in the key personnel, sub-consultants, and other employees regularly performing the services. The GEC shall notify and consult with the Authority regarding the scheduling of the key personnel's corporate activities, vacations, and other engagements during which he is unavailable for the services. Individuals may be added to Appendix C with the mutual consent of the GEC and the Authority.

11. PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS.

As directed by the Authority, key personnel shall meet with the Authority's Executive Director and/or his designee(s) no less frequently than quarterly (a) to assess the GEC's progress under this Agreement and performance of the services and (b) to plan staffing levels to be provided by the GEC to the Authority for the upcoming calendar

quarter. Additionally, the GEC shall provide the Authority a monthly log and progress report regarding the services as more specifically described in Section 16 below and the Authority and the GEC shall conduct an annual performance audit of the GEC under this Agreement. The GEC shall permit inspections of its services and work by the Authority or others, when requested by the Authority. Nothing contained in this Agreement shall prevent the Authority from scheduling such other planning and performance reviews with the GEC or inspections as the Authority thinks necessary.

12. PERSONNEL AT AUTHORITY'S FACILITIES.

The Authority may at any time require one or more of the GEC's managers and core staff and/or subconsultants to office at the Authority's administration building or other facility. While working at any of the Authority's facilities, the GEC's personnel and subconsultants shall comply with the Authority's work place policies and abide by the Authority's standards of employee conduct. The GEC shall take all steps required to ensure the proper coordination and exchange of information among the locations at which the services are performed. As provided for in Section 4.b. above, the Multiplier shall be adjusted downward by agreement of the parties for personnel officing at the Authority's facilities.

13. OWNERSHIP OF PLANS.

a. **GENERALLY.** Notwithstanding any provision in this Agreement or in common law or statute to the contrary, all of the plans, tracings, estimates, specifications, computer records, discs, and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, survey notes, and other data

and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the GEC as part of the services, including all information prepared for or posted on the Authority's website and together with all materials and data furnished to it by the Authority, shall at all times be and remain the property of the Authority upon payment therefor and shall not be subject to any restriction or limitation on their further use by or on behalf of the Authority; and if at any time demand be made by the Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Authority without delay provided the Authority has paid all amounts then due to the GEC under this Agreement. The Authority hereby grants the GEC a revocable license to retain and utilize the foregoing materials, said license to terminate and expire upon the earlier to occur of (a) the completion of services described in this Agreement or (b) the termination of this Agreement, at which time the GEC shall deliver to the Authority all such materials and documents. If the GEC or a subconsultant desires later to use any of the data generated or obtained by it in connection with the Projects or any other portion of the work product resulting from the services, it shall secure the prior written approval of the Authority. Notwithstanding anything contained herein to the contrary, the GEC shall have the right to retain a copy of the above materials, records and documents for its archives. The GEC shall retain its copyright and ownership rights in its databases and computer software (object code and source code), any tools, systems or information, know-how, methodologies, equipment

or processes, any derivatives thereto and the intellectual property inherent therein and appurtenant thereto that was retained or owned by the GEC and existed prior to or at the time the GEC began providing any relevant services under this Agreement. Intellectual property developed, utilized, or modified in the performance of services shall remain the property of the GEC. The GEC shall retain its copyright and ownership rights in its databases, computer software, Intellectual property originally developed, utilized, or modified in the performance of Services for which the GEC is compensated under the terms of this Agreement shall remain the property of the Authority. The Authority retains an unrestricted license for software packages originally developed with Authority funds.

b. SEPARATE ASSIGNMENT. If for any reason the agreement of the Authority and the GEC set forth in subsection 13.a. above regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the GEC hereby assigns and agrees to assign to the Authority all right, title, and interest that GEC may have or at any time acquire in said work product and other materials, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force. The Authority hereby acknowledges, however, that all documents and other work product provided by the GEC to the Authority and resulting from the services performed under this Agreement are intended by the GEC solely for the use for which they were originally prepared. Notwithstanding

anything contained herein to the contrary, the GEC shall have no liability for the use by the Authority of any work product generated by the GEC under this Agreement on any project other than for the specific purpose and Project for which the work product was prepared. Any other reuse of such work product without the prior written consent of the GEC shall be at the sole risk of the Authority.

14. WORK AUTHORIZATIONS.

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

GEC. The monthly invoice to the Authority will include a progress summary of the work performed the previous month on each ongoing Work Authorization.

15. **SUBLETTING.**

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

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

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

b. **MEETINGS.** At the request of the Authority, the GEC shall provide appropriate personnel for conferences at its offices, or attend meetings and conferences at (a) the various offices of the Authority, (b) at the district headquarters or offices of TxDOT, (c) the offices of the Authority's legal counsel, (d) at the site of any Project, or (e) any reasonably convenient location. Without

limiting the foregoing, the GEC shall provide personnel for periodic meetings with underwriters, rating agencies, and other parties when requested by the Authority. Compensation for such activities shall be as agreed upon, in writing, by the Authority and the GEC.

17. COMPLIANCE WITH LAWS.

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

18. INSURANCE.

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

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

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

c. BUSINESS AUTOMOBILE LIABILITY INSURANCE. On a comprehensive insuring form applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the GEC's obligations under this Agreement.

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

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

f. GENERAL FOR ALL INSURANCE. The GEC shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

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

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

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

indicate that the contractual liability assumed in Section 20, below, is included, subject to the terms and conditions of the policies.

The insurance carrier shall include in each of the insurance policies required under subsections 18.a., b., c., d., and e., the following statement: "This policy will not be canceled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the Cameron County Regional Mobility Authority, 1100 E. Monroe, Suite 256, Brownsville, Texas 78520 Attention: RMA Coordinator."

19. RELATIONSHIP BETWEEN THE PARTIES.

Notwithstanding the Authority's sharing of space with the GEC, the anticipated collaboration between the personnel of those organizations, or any other circumstances, the relationship between the Authority and the GEC shall be one of an independent contractor. The GEC acknowledges and agrees that neither it nor any of its employees, subconsultants, or subcontractors shall be considered an employee of the Authority for any purpose. The GEC shall have no authority to enter into any contract binding upon the Authority, or to create any obligation on behalf of the Authority, without express authorization from the Board of Directors of the Authority. As an independent contractor, neither the GEC nor its employees shall be entitled to any insurance, pension, or other benefits customarily afforded to employees of the Authority. Under no circumstances shall the GEC, or its employees, subconsultants, or subcontractors, represent to suppliers, contractors or any other parties that it is employed by the Authority or serves the Authority in any capacity other than as an independent contractor.

The GEC shall clearly inform all suppliers, contractors and others that it has no authority to bind the Authority. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for the Authority whatsoever with respect to the liabilities, obligations or acts of the GEC, its employees, subconsultants, or subcontractors, or any other person.

20. **AUTHORITY INDEMNIFIED.**

THE GEC SHALL INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AND AGENTS (WHICH, FOR THE PURPOSES OF THIS AGREEMENT, SHALL INCLUDE THE AUTHORITY'S GENERAL COUNSEL, BOND COUNSEL, FINANCIAL ADVISORS, TRAFFIC AND REVENUE ENGINEERING CONSULTANTS, TOLL OPERATIONS/COLLECTIONS FIRMS, AND UNDERWRITERS) FROM ANY THIRD PARTY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE GEC OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WITH RESPECT TO THE GEC'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT. IN SUCH EVENT, THE GEC SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AND AGENTS (AS DEFINED ABOVE) FROM

ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AND AGENTS (AS DEFINED ABOVE), IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE GEC SHALL, NEVERTHELESS, INDEMNIFY THE AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE GEC OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OR TO THEIR CONDUCT. Notwithstanding the foregoing, the GEC shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless development or oversight of such matters is specifically assigned to the GEC in a Work Authorization executed by both parties; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to the GEC, to fulfill contractual responsibilities to the Authority or to comply with federal, state or local laws, regulations and codes; or (c) procuring permits, certificates and licenses required for any construction unless such procurement responsibilities are specifically assigned to the GEC in accordance with this Agreement.

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

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

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

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

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

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

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

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

23. AUTHORITY'S ACTS.

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

24. LIMITATIONS.

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

25. CAPTIONS NOT A PART HEREOF.

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

26. **CONTROLLING LAW, VENUE.**

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

27. **TIME OF ESSENCE.**

The GEC acknowledges the importance to the Authority of the project schedule and will perform its obligations under this Agreement with all due and reasonable care and in compliance with that schedule. With respect to any specific delivery or performance date or other deadline provided hereunder or in a Work Authorization, time is of the essence in the performance of this Agreement.

28. **SEVERABILITY.**

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

29. **SUCCESSORS.**

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

30. **AUTHORIZATION.**

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

31. **INTERPRETATION.**

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

32. **CONFLICTS OF INTEREST.**

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

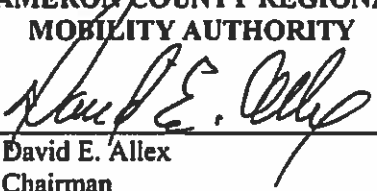
33. **THE GEC'S RESPONSE; COMPLETE AGREEMENT.**

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

b. **Complete Agreement.** This Agreement sets forth the complete agreement between the parties with respect to the services and, except as provided for in subparagraph (a) above, expressly supersedes all other agreements (oral or written) with respect thereto.

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


**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

By: 
Name: David E. Alex
Title: Chairman
Date: 11.13.14

APPROVED AS TO FORM:

By: 
General Counsel

HNTB CORPORATION

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

Attest:
By: _____
_____, _____

APPENDIX A

SCOPE OF SERVICES

I. Purpose

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

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

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

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

II. Location And Equipment

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

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

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

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

III. Beginning & Length of Services

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

IV. Services

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

A. Initial Transportation System Development Services

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

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

The initial service will be applied to these projects: 2nd Causeway to South Padre Island, SH 550, West Parkway, Outer Parkway, 281 Connector, West Rail Relocation, U.S. 77, U.S. 77 Driscoll Bypass, US 77 Riviera Bypass, General Brant Road, SH 32 East Loop, I-69E. FM 803, North Cameron County Switch Yard, North Railroad Relocation, Port Isabel Access Road, FM 509 Extension and FM 1925 Project. Overall, services may relate to any transportation project of the Authority (as defined in Chapter 370 of the Texas Transportation Code) or in which the Authority becomes involved through partnerships with other entities.

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

B. Transportation System Planning

Transportation planning services include, but are not limited to:

1. Assist and advise the Authority, including attendance at meetings as requested, in all matters of engineering policy in administration, planning, and design of transportation systems inclusive of new location corridors and modifications of existing corridors by the addition of tolled lanes or the extensions or expansions of highway corridors by the addition of tolled lanes.
2. Utilizing information and data gathered under Section IV.A. of this Appendix A for new location transportation projects, select, where appropriate, a minimum of three potentially physically feasible alternate transportation corridors inclusive of a "no-build" condition for each new location transportation corridor.
3. Develop preliminary schematic designs for the alternate transportation routes and for additional capacity tolled lane roads sufficient with which to (i) locate probable grade separations, interchanges, points of ingress and egress (the Authority separately will retain a traffic and revenue engineer to advise the location of points of ingress and egress and to recommend a toll collection plan), (ii) identify principal hydraulic features and accommodation thereof, (iii) develop preliminary cost estimates with more accuracy than those produced under Section IV.A. of this Appendix A, and (iv) prepare exhibits of lines of right-of-way ownership along the transportation project.
4. Conduct an environmental study of the transportation corridor in accordance with 23 C.F.R. 771 and the policies and procedures for implementing the National Environmental Policy Act of 1969 as amended as published in 40 C.F.R. parts 1500 through 1508 inclusive of procedures to comply with 23 U.S.C. 109(h), 128, 138, and 49 U.S.C. 303, 1602(d), 1604(h), 1604(i), 1607(a)-(l), and 1610. Federal Highway Administration ("FHWA") has advised the Authority that it is not initiating any new Major Investment Studies and that alternate route analyses will be performed under provisions of Section 771.111 of Title 23.

5. Plan, advertise, prepare exhibits and printed description materials, conduct, record, and report on all public meetings and public hearings related to and required by environmental impact studies. Prepare written responses to comments and questions posed by the public at such meetings.
6. Prepare, write, and submit a preliminary and final Draft Environmental Impact Statement ("DEIS"), Final Environmental Impact Study ("FEIS"), Environmental Re-evaluations ("RE-EVs") or a Finding of No Significant Impact ("FONSI") for each transportation project. Assimilate into each edition of the above studies/reports revisions requested by reviewers that have been approved by the Authority. Print 75 copies of the approved DEIS and the FEIS and 25 copies of the FONSI. Assemble and review comments received from public hearings. Prepare written responses to public hearing oral and written comments and submitted technical reports for consideration by the Authority.

The DEIS, FEIS, RE-EVs, and FONSI efforts may include a search of historical records and field investigations /studies/analyses of and for historical architecture and archeological features, wet lands preserves requirements, wetlands avoidance and mitigation, identification and avoidance of section 4(f) lands, flood plain limits as defined and established by FEMA, hydraulic and hydrologic records, noise analyses, air and water quality impacts and mitigation, Section 106 impacts, farmland impacts, environmental justice considerations, and visual impacts, hazardous waste sites, the presence of and impacts on threatened or endangered species, and performance of other social, economic, and environmental impacts related to the project and the geographic area influenced by construction and operation of the Transportation in the proposed corridors.
7. Obtain records of available geotechnical data and subsurface exploration information to confirm or determine bridge foundation type and pavement designs through analysis of available information. If no geotechnical information for the alternate transportation corridors is available, the GEC shall assist the Authority in the writing of an appropriate scope of geotechnical services and assist the Authority in the evaluation of responses received from an RFQ issued by the Authority for geotechnical services.
8. Coordinate studies with public and private agencies and local governments having an interest in the location of the transportation project.

9. Coordinate studies with the private business along the route. These would include, but not be limited to, apartment complexes, gasoline stations, shopping complexes, railroads, public transit, restaurants, and other business enterprises.
10. Determine approximate extent of relocations or adjustments of major public or private utility lines which may be necessary as a result of construction of the project. Conferences shall be held with affected public and private agencies and local governments to (i) develop preliminary estimates of cost for this work, (ii) develop lines of communication and liaison to plan for design and relocation, and (iii) establish a means to keep all parties apprised of the evolution of transportation development as evidenced by the culling of the alternate routes to a single preferred route, and (iv) identify a method of continuing to update all utility representatives on a continually evolving schedule for development of the transportation project.
11. Determine types, extent, and principal features of the transportation project including an approximate location and geometric (horizontal and vertical) layout of interchanges, ramps, intersections, grade separations, new median tolled lanes, and toll plaza and/or points of electronic toll collection.
12. Prepare budget estimates of operating and maintenance costs of the transportation project for forty years inclusive of insurance costs and the establishment of reserve and capital improvement funds.
13. Prepare estimates of costs of required sound attenuation systems, if applicable.
14. Identify all State, Federal, and local permits and licenses which must be acquired by the Authority in order to construct the transportation project.
15. Write and publish preliminary engineering report on the preferred route of the transportation project as identified in the DEIS, FEIS, RE-EVs, or the FONSI. The purpose of the preliminary engineering report is to document the design features of the project and describe the facilities and the design criteria and standards to be used in the final design of the project. It will also include an estimate of the cost of the transportation project based on the preliminary plans developed to date and an estimate of the major items and quantities of construction. Unit prices determined from a review of cost trends for similar construction in the San Antonio area shall be applied to the estimated quantities to derive estimated construction costs. The preliminary report shall also include an estimate of operation and maintenance cost for the opening year

and future year levels based on reasonable annual cost escalation and a general schedule for the design and construction of the transportation project.

C. Final Schematic Design of the Transportation System

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

1. Assist and advise the Authority, including attendance at meetings as requested, in matters of engineering policy related to administration, planning, design, and construction of the transportation project. Prepare a record of such activities.
2. Develop a written scope of services (utilizing the general form and content previously developed by the Authority) for purposes of soliciting requests for qualifications and requests for proposals from qualified professional land surveyors and geotechnical engineering firms to perform and deliver their expert specialty services for the transportation project, if such services have not been earlier acquired by the Authority, in the sequence directed by the Authority.
3. Write a final scope of services for a detailed aerial photogrammetry program tailored to the preferred transportation project route which will develop horizontal and vertical controls and aerial topographic mapping of the transportation corridor if such services have not been acquired previously as the transportation development has evolved. Direct the aerial surveyor in the establishment of horizontal and vertical control points on the ground to which the aerial photogrammetry shall tie and be controlled by or direct the land surveyor to set such control points.
4. Develop an evaluation system to assist the Authority in its assessment of the qualifications of and selection of geotechnical engineers and aerial and land surveyors for services for the transportation project.
5. Plan, advertise, prepare exhibits and printed descriptive materials, conduct, record, and report on all public meetings and public hearings required in addition to those conducted under Section 3 hereof. Prepare written responses to comments and questions posed by the public at such meetings.

6. Utilizing the products of the aerial surveyor and the land surveyor, prepare the final geometrically controlled conceptual schematic horizontal and vertical plan/profile design of the transportation project at a scale of 1"=50' horizontally and 1"=10' vertically in a digitized format performed within GeoPak programming. This task includes preparation of a base map layer suitable as a resource base from and upon which section engineers, architectural engineers, landscape architects, signing engineers, and illumination engineers can perform their final designs from which construction plans can be issued. The final schematic designs shall reflect and accommodate the most recent toll collection plan being recommended by the traffic and revenue consultant (TRE). During preparation of the final conceptual schematic design, maintain liaison with the TRE to ensure that the evolving toll collection plan and civil design are compatible.
7. Identify public and private utilities present in the transportation corridor. Identify those utilities in potential conflict with construction of the transportation corridor. Contact each utility owner to further clarify potential conflicts. Working with the utility owners, develop cost budgets and methodologies for remedying conflicts. Assist the utility owners, the Authority, and the general counsel of the Authority in developing master utility adjustment agreements among the parties. Maintain liaison among the parties throughout development and deployment of transportation project.
8. Delineate general right-of-way limits for the transportation project, its ramps, toll plazas, interchanges, and frontage roads. Frontage roads should be avoided except to replace existing roads occupied by the transportation project and/or to provide or restore access to property denied access to the transportation project. New property access roads may be designed for two-way operations, if appropriate, and shall not have direct access to the transportation project. Develop a transportation corridor right-of-way map illustrating the general limits of transportation corridor right-of-way fee and easement requirements, lines of property ownership and apparent owners. In cases where right-of-way maps have been previously prepared by others, update same to reflect current transportation project planning need. Develop a right-of-way cost budget utilizing expert real estate appraisers, if necessary. Such right-of-way appraiser will be retained by the general counsel of the Authority on behalf of the Authority.
9. Meet and correspond with private businesses, local government representatives, and residents abutting the transportation corridor

to explain and illustrate design features of the transportation project and right-of-way acquisition requirements. Prepare a record of such meetings.

10. Write a final detailed scope of services, if such has not been previously performed by the Authority, for an in-depth, final design quality geotechnical field investigation of geologic conditions throughout the length and width of the transportation corridor, inclusive of a final geotechnical engineering report summarizing and reporting the results of the geotechnical investigation and providing design recommendations based upon the geologic properties encountered. Calculate locational geometry, prepare a boring diagram for the transportation corridor, and direct the land surveyors to stake boring sites.
11. In the name of the Authority, apply for all Federal and State permits required including, but not limited to, Section 9 of the Rivers and Harbors Act, Sections 402 and 404 of the Clean Water Act, and all required railroad crossing permits or licenses.
12. Develop surveying criteria and direct and coordinate the activities of the land surveyors in the performance of professional services related to right-of-way surveys, preparing plats and legal descriptions for right-of-way parcels, establishing benchmarks and benchmark loops, performing and setting control survey lines and monuments. Provide review of the right-of-way plats and descriptions for completeness and general conformance with the transportation requirements.
13. Using field information provided by the land surveyors and the products of the land surveyor, prepare preliminary right-of-way maps showing ties to existing right-of-way corners. Establish and describe the transportation corridor centerline. The land surveyor, a title company, and/or others collectively will provide property ownership, deed research, metes and bounds descriptions, and field property corner ties. Property corners shall be indicated on the preliminary right-of-way maps from the centerline of the transportation corridor by stations and offsets. Prepare final right-of-way strip maps for the transportation corridor after right-of-way requirements are defined by section design engineers.
14. Collection available record plans of drainage and flood facilities along waterways and, if these facilities are affected by the transportation project, perform preliminary designs for alternative stormwater conveyances in order to determine the construction costs of potential relocations and adjustments.

15. Prepare a master plan to be developed on the base maps created under Section IV.C.6. hereof to reflect desirable configurations of a fiber optic path for conduit or direct burial routing of a fiber backbone and toll plaza/operations building, service laterals inclusive of pavement crossing, stream crossing, and bridge crossing standard details.
 16. Prepare estimates of probable construction costs including those of bond issuance, design engineering, geotechnical engineering, surveying, construction management, quality assurance, right-of-way and easement acquisition, administration, legal, and other related estimates of construction costs will be based on the preliminary schematic plans. Preliminary estimates of quantities of major construction items will be determined and current South Texas area unit prices applied to those quantities to determine the estimates of probable construction cost.
 17. Prepare a 40-year budget schedule of annual operation and maintenance costs. Evaluate and prepare a recommendation of the amount of bond proceeds capital that initially should be deposited in Reserve Maintenance, Special Reserve Maintenance, and Capital Improvement Funds and annual deposits thereto from toll revenues for forty years.
 18. Prepare a Construction Fund pay out schedule.
 19. Write and publish a final Engineering Report, issued initially as the preliminary Engineering Report under Section IV.B.15. hereto, based on the final geometrically controlled schematic design of the transportation project. The final Engineering Report shall include text describing the project, the final geometrically controlled schematic design in plan and profile, a summary of the design standards, and estimates of the total cost to develop, operate, and maintain the transportation project.
 20. Review and recommend approval of the pay estimates, schedules, and progress reports submitted by the geotechnical engineer(s), the aerial surveyor, the land surveyor, and other consultants the Authority might retain for services those firms deliver.
- D. Final Design and Production of Construction Plans and Specifications**
- Services under this section begin upon receipt of capital sufficient to develop the transportation project and/or upon issuance of a Notice to Proceed or a Partial Notice to Proceed by the Authority.
1. Assist and advise the Authority, including attendance at meetings as requested, in matters of engineering policy in administration,

planning, and design of the transportation and prepare a record of such meetings.

2. Develop a written scope of services for the purpose of soliciting qualifications and proposals from qualified civil consulting engineering firms, referred to in this Appendix A as section engineers, for design and preparation of construction plans and specifications, preparation of plans for utility adjustments, and preparation of estimates of the final quantities and the cost of construction for design sections of the transportation project.
3. Develop a written scope of services for the purpose of soliciting qualifications and proposal(s) from established architectural engineering firms for design and the preparation of construction plans, specifications, and estimates of the cost of construction of barrier and ramp toll plaza operations buildings, if necessary.
4. Develop a written scope of services for the purpose of soliciting qualifications and proposal(s) from the following list of professional services providers qualified to provide plans, specifications, and cost estimates for their particular service delivery categories if such services are not included in the scope of services for section engineers prepared by the GEC pursuant to Section IV.D.2. hereof.
 - a. Illumination engineers for design of the roadway, illumination systems for the transportation project lanes (collectively) and each of the ramps, intersections, interchanges, and service roads to the extent of illumination systems funded by the Authority.
 - b. Testing engineers and testing verification engineers for the performance of construction materials inspection, sampling, testing, and reporting of the results of said services, collectively constituting the quality control and assurance programs for the transportation projects.
 - c. Construction management engineers to perform construction inspections, monitoring, management, reporting, negotiation of scope of revised construction and related costs, preparation and recommendation of construction change orders and supplemental, agreements, creating and maintaining construction records, preparing and issuing final "as built" plans, and providing construction records, preparing and issuing final "as built" plans, and providing construction engineering advice to the GEC and the Authority for the full term of construction.

d. Landscaping architects for design of the landscaping.

5. Develop an evaluation system to assist the Authority in its evaluation and selection of section engineers, an architectural engineer, a landscaping architect, a geotechnical engineer, an illumination engineer, testing engineers, a testing verification engineer, and a construction manager.
6. Assist the Authority in the review of proposals from section engineers and of qualifications and proposals for an architectural engineer, a landscaping architect, a geotechnical engineer, an illumination engineer, testing engineers, a testing verification engineer, and a construction manager. Some of the engineering services listed in this Section IV.E.6. may be included in the section engineering services.
7. Assist the Authority in interviewing and evaluating the section engineers, the architectural engineers, the landscaping architect, the geotechnical engineer, the illumination engineer, the testing engineers, the testing verification engineer, and the construction manager short-listed candidates.
8. Assist the Authority in fee evaluations and negotiations with the selected section engineers, the architectural engineers, the landscaping architect, the geotechnical engineer, the illumination engineer, the testing engineers, the testing verification engineer, and the construction manager.
9. Perform review, coordination, and liaison work among the Authority, section engineers, and other professional service providers, TxDOT, the Texas Transportation Commission, the FHWA, interested public or private entities, public and private utility owners and operators, and local governments to achieve efficiency and continuity in design and development of the transportation project.
10. Establish criteria for and the format of the plans, specifications, and contract documents for utility relocations or adjustments. Perform review, coordination, and liaison work among the Authority, TxDOT, the FHWA, consultants to the Authority, interested public or private entities, and local governments to achieve efficiency and continuity in planning for and implementing public and private utility relocations and adjustments. Provide ongoing communications with utility owners to ensure a continuing two-way exchange of design and schedule information.
11. Assist the Authority in negotiation with utility companies; railroads, transportation providers; electrical companies;

telecommunication companies; gas line companies; municipal, county, state, and other public agencies; water supply and waste water districts; drainage, irrigation, and flood control districts; governmental or quasi-governmental agencies; and other public or private companies regarding the crossings, abandonments, closings, or relocations of their respective public or private utility of infrastructure facilities and participate in the negotiations. On behalf of the Authority, negotiate or participate in negotiations for and writing of agreements covering such crossings, abandonments, closings, and relocations. Attend coordination meetings with involved public or private agencies during utility relocation and adjustment and final transportation project design and construction plan development to discuss such items as permanent or temporary easements, right-of-way requirements, siting of relocated utilities, detours, etc. Advise the Authority on engineering concerns or review possible solutions for matters and issues discussed at those meetings. Perform regular utility/transportation construction compatibility requirements. Assist the Authority in the process of bidding and award of utility adjustment contracts.

12. Review payment requests received from utility companies for design services and for adjustment and relocation of the utilities.
13. Perform pavement thickness designs for the transportation project based upon results of geotechnical investigations as may be appropriate for varying geologic foundation conditions, laboratory testing results, and projected vehicle types, weights, and volumes for the design year. The pavement design shall follow design procedures/techniques acceptable to TxDOT and FHWA.
14. Develop geometric and design criteria to establish uniform practices to be followed by the section engineers for acquiring design survey information and performing designs and construction plan preparation for the transportation project and its appurtenances. Assemble existing TxDOT standard plans and prepare supplemental details for use as standard or guide plans for pavement, drainage, structures, traffic interchange facilities, traffic control, and other necessary appurtenances, all subject to the approval of the Authority. Assemble design criteria approved by the Authority into a design manual and deliver to the section engineers and to others as directed by the Authority. Likewise, standard construction detail plans shall be assembled and delivered in a digital format to the section engineers and to others as directed by the Authority. Furnish a sample critical path method schedule to the section engineers for use in preparing a work schedule for submission to and approval by the GEC and the Authority.

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

The GEC shall use Microstation CADD files on CD or DVD and other materials and documents submitted by the various consultants with the progress payment requests, as required, to assist in verifying the percentage of completion of the work for which payment is being requested. The GEC shall keep and safeguard these CDs and DVDs to provide an up-to-date alternative work progress record for the transportation project construction contract plan development of each consultant.
19. Perform critical reviews of engineering designs, plans, and specifications prepared by other consulting engineers retained by

the Authority. The review by the GEC shall consist of checking for and commenting on the format, adequacy, and economy of design and conformance with the transportation development requirements, applicable design codes, design criteria, master plans, standards, policies, specifications, and special provisions. The various consulting engineers shall be solely responsible for the accuracy of their respective engineering and technical work. Formal reviews are anticipated to occur at approximately 30 percent, 60 percent, 90 percent, and 100 percent completion. Prior to the issuance of a Notice(s) to Proceed with the consulting engineering services, the GEC shall meet with the various consulting engineers to establish the criteria for what will be defined as constitution 30, 60, 90, and 100 percent plan and specification completion with such criteria having been previously accepted by FHWA.

20. Recommend approved designs, plans, and specifications created by the consulting engineers and delivered to the Authority preparatory to advertising bids. Assist the Authority in the process of bidding and award of construction contracts. Prepare final estimates of construction costs and alternative transportation design configurations prior to the opening of construction bids and at other times as requested by the Authority.
21. Issue certifications for work completed by the section engineers, the architectural engineer, the landscape architect, the illumination engineer, the aerial and land surveyors, and the geotechnical engineer(s), including recommendations for final payment for services rendered.
22. Design standard title blocks, revise title blocks from adopted TxDOT standard drawings, provide engineering specifications and affix professional engineering seals for all specifications, common transportation designs, and original standard construction drawings that may be adopted for the transportation project. All applications of professional engineers' seals shall conform to the guidelines and regulations adopted by the Texas Board of Professional Engineers.
23. Develop an artistic trailblazer sign design for use in guiding patrons to the transportation project from surrounding roadway systems for review and approval by the Authority. Retain artists, advertising experts, and color contrast experts as may be required.
24. Based on final plan geometry, provide sound attenuation analyses to establish length, height, and placement of required sound attenuation systems. Prepare design criteria. Detailed sound attenuation system designs will be provided by section engineers

for each construction contract, as applicable, but the GEC shall propound sound attenuation concepts, policies, and limits. Prepare an estimate of the cost of the sound attenuation systems.

25. Supervise, coordinate, and prepare a final right-of-way strip map for the transportation project created from final right-of-way and easement requirements identified by the section engineers and utility designers as reflected from final plats and legal descriptions produced by the land surveyors. Direct the land surveyors in locating, setting, and monumenting principal right-of-way corners post construction.
26. Perform all duties and services, render all opinions, and issue all certificates specified to be performed by the GEC in the Trust Agreement(s) securing the Authority revenue bonds financing the transportation project.

E. Construction Management Oversight and Inspection

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

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

the Authority in contacts with local governments, corridor businesses, and the public during the construction term.

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

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

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

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

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

V. Responsibilities of the Authority

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

- Provide all criteria and full information as to the Authority's requirements for consultants' and contractors' services, including objectives, constraints, budgetary limitations, and time restraints.

- Furnish all the Authority's procedures, standards, forms, and policies applicable to the services.
- Furnish drawings, specifications, schedules, reports, and other information prepared by and/or for the Authority by others which are available to the Authority and which the Authority considers pertinent to GEC's responsibilities, as described herein.
- Provide existing structural, roadway, and other plans, as available.
- Furnish available traffic, safety (accident), and planning data.
- Furnish all necessary utility relocation form letters, agreements, relocation schedules, and any other document form needed by the GEC to clear the project utilities.
- Advise the GEC in all utility negotiation matters.
- Advise the GEC on all engineering requirements and Authority updates.
- Advise the GEC regarding all interlocal agreements, memoranda of understanding, and other agreements affecting the GEC's performance under this Agreement.
- As otherwise more specifically set forth in this Agreement and, if available, provide office space at the Authority's administration building for the GEC managers and staff selected to office with the Authority.

VI. Subcontracting

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

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

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

VII. Computer Services

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

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

VIII. Specifications for Work

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

A. Standard Specifications

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

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

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

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

B. Survey Services

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

C. Professional Services Contract Documents

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

IX. Conflict of Interest

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

APPENDIX B
HNTB
RATE SCHEDULE: 2015 - 2017

RATE SCHEDULE	2015 Rates **	2016 Rates **	2017 Rates **
Employee Position	Max	Max	Max
Senior Technical Advisor	\$ 135.00	\$ 140.00	\$ 146.00
Program Manager*	\$ 121.00	\$ 126.00	\$ 131.00
Project Principal	\$ 113.00	\$ 118.00	\$ 123.00
Project Director	\$ 97.00	\$ 101.00	\$ 105.00
Senior Project Manager	\$ 85.00	\$ 88.00	\$ 92.00
Deputy Project Manager	\$ 76.00	\$ 79.00	\$ 82.00
Senior Engineer	\$ 73.00	\$ 76.00	\$ 79.00
Engineer	\$ 55.00	\$ 57.00	\$ 59.00
ENV Project Director	\$ 74.00	\$ 77.00	\$ 80.00
Senior Environmental Planner	\$ 64.00	\$ 67.00	\$ 70.00
Environmental Planner III	\$ 55.00	\$ 57.00	\$ 59.00
Environmental Planner II	\$ 40.00	\$ 42.00	\$ 44.00
Project Controls Manager*	\$ 54.00	\$ 56.00	\$ 58.00
Information Technology Manager*	\$ 86.00	\$ 89.00	\$ 93.00
Information Technology Engineer	\$ 64.00	\$ 67.00	\$ 70.00
Public Involvement Director	\$ 60.00	\$ 62.00	\$ 64.00
Public Involvement/Outreach	\$ 42.00	\$ 44.00	\$ 46.00
Public Involvement Rep.	\$ 28.00	\$ 29.00	\$ 30.00
Technician	\$ 49.00	\$ 51.00	\$ 53.00
Senior Project Administrator	\$ 52.00	\$ 54.00	\$ 56.00
Project Administration	\$ 38.00	\$ 40.00	\$ 42.00
Clerical/Administrative	\$ 25.00	\$ 26.00	\$ 27.00
Construction Manager*	\$ 85.00	\$ 88.00	\$ 92.00
Construction Inspection Manager*	\$ 82.00	\$ 85.00	\$ 88.00
Construction Inspection Engineer*	\$ 62.00	\$ 64.00	\$ 67.00
Resident Engineer*	\$ 62.00	\$ 64.00	\$ 67.00
Construction Inspector III*	\$ 54.00	\$ 56.00	\$ 58.00
Construction Inspector II*	\$ 40.00	\$ 42.00	\$ 44.00
Construction Inspector I*	\$ 35.00	\$ 36.00	\$ 37.00
Construction Inspection Technician*	\$ 37.00	\$ 38.00	\$ 40.00
Materials Manager*	\$ 63.00	\$ 66.00	\$ 69.00
Schedule Manager*	\$ 48.00	\$ 50.00	\$ 52.00
Document Control Specialist*	\$ 36.00	\$ 37.00	\$ 38.00

*New Classifications

** 2015 Rates are effective thru 8/30/2015; 2016 rates effective 9/1/2015;
2017 rates effective 9/1/2016 thru 9/30/17

APPENDIX C
KEY PERSONNEL

<u>Title</u>	<u>GEC Employee/Subconsultant</u>	<u>Rate Schedule Classification</u>
Vice President	John Becker, P.E. HNTB Corporation	Senior Technical Advisor
Vice President	Richard L. Ridings, PE, R.P.L.S. HNTB Corporation	Program Manager
Vice President	Carlos Lopez, P.E. HNTB Corporation	Project Principal
Senior Project Manager	Bryce Turentine, P.E. HNTB Corporation	Senior Project Manager
Project Manager	Greg Garcia, P.E. HNTB Corporation	Deputy Project Manager
Project Manager	Eddie Garcia HNTB Corporation	Project Controls Manager
Department Manager	Leah Oberlin HNTB Corporation	ENV Project Director
Senior Project Manager	Brad Peel, A.I.C.P. HNTB Corporation	Senior Environmental Planner
Project Manager	Linda Rolfes HNTB Corporation	Information Technology Manager
Business Manager	Bob Daniel HNTB Corporation	Senior Project Administration
Project Administrator	Delfino Leal HNTB Corporation	Project Administration
Engineer	Fabian Gonzalez HNTB Corporation	Engineer
Construction Manager	James Klotz, P.E. HNTB Corporation	Construction Manager

APPENDIX D

WORK AUTHORIZATION

WORK AUTHORIZATION NO. _____

This Work Authorization is made as of this _____ day of _____, _____, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of _____, 2014 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and HNTB Corporation ("GEC"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

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

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

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

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

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

Section B. - Schedule

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

Section C. - Compensation

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

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

Section D. - Authority's Responsibilities

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

Section E. - Other Provisions

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

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

Authority: Cameron County Regional
Mobility Authority

GEC: HNTB Corporation

By: _____
Signature: _____
Title: _____
Date: _____

By: _____
Signature: _____
Title: _____
Date: _____