

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 22nd day of November 2011, there was conducted a Special Meeting of the Cameron County Regional Mobility Authority, at the Dancy Courthouse thereof, in Brownsville, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

11:30 A.M.

PRESENT:

DAVID E. ALLEX
CHAIRPERSON

DIRECTOR

DAVID N. GARZA
DIRECTOR

YOLANDA VILLALOBOS
DIRECTOR

DIRECTOR

JOHN WOOD
DIRECTOR

MARK ESPARZA
DIRECTOR

Secretary

MICHAEL SCAIEF
ABSENT

RUBEN GALLEGOS, JR.
ABSENT

ABSENT

=====
The meeting was called to order by Chairman David E. Allex at 11:30 A.M. At this time, the Board considered the following matters as posted and filed for Record in the Office of the County Clerk on this November 18, 2011 at 8:09 A.M.

AGENDA

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

Dancy Courthouse
1100 E. Monroe Street
Brownsville, TX 78520

Tuesday, November 22, 2011

11:30 A.M.

I. Public Comments

CONSENT ITEMS:

- II. Consideration and Approval of the Minutes for November 14, 2011 Special Meeting
- III. Consideration and Approval of Interlocal Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Olmito Phase II Project
- IV. Consideration and Approval of Waiver Agreement between the Cameron County Regional Mobility Authority and Locke Lord LLP

ITEMS FOR DISCUSSION AND ACTION:

- V. Approval of Claims
- VI. Adjournment

Signed this 18th day of November 2011



David E. Alex
Chairman

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Nov 18, 2011 at 08:09A

Joe G Rivera
County Clerk
By
Massie Penay, Deputy
Cameron County

PUBLIC COMMENTS

I. PUBLIC COMMENTS

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

Vice-Chairman Wood made a motion to approve Consent Items II through IV as presented. The motion was seconded by Director Garza and carried unanimously.

II. Consideration and Approval of the Minutes for November 14, 2011 Special Meeting

III. Consideration and Approval of Interlocal Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Olmito Phase II Project

The Agreement is as follows:

IV. Consideration and Approval of Waiver Agreement between the Cameron County Regional Mobility Authority and Locke Lord LLP

The Agreement is as follows:

ACTION ITEMS

V. Approval of Claims

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

Mr. Pete Sepulveda, Jr., RMA Coordinator advised the Board of the Claims being presented.

Vice-Chairman Wood made a motion to approve the Claims. The motion was seconded by Director Garza and carried unanimously.

The Claims are as follows:

VI. ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Esparza seconded by Vice-Chairman Wood and carried unanimously the meeting was **ADJOURNED** at 11:33 A.M.

APPROVED this 20th day of December 2011.

ATTESTED:


SECRETARY RUBEN GALLEGOS, JR.


CHAIRMAN DAVID E. ALLEX

III. CONSIDERATION AND APPROVAL OF INTERLOCAL AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE OLMITO PHASE II PROJECT

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

Texas Department of Transportation TxDOT
Cameron County Regional Mobility Authority Local Government

II. PURPOSE: Perform material inspection and testing services.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed \$ 500.00 and shall conform to the provisions of **Attachment B**, Budget. Invoices will be issued weekly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on July 1, 2012, or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

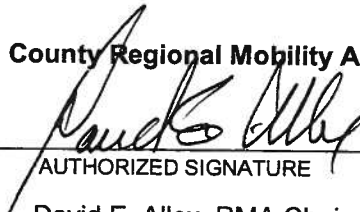
THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated 11-22-11, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services; **Attachment B**, Budget; **Attachment C**, General Terms and Conditions; **Attachment D**, Resolution or Ordinance; and **Attachment E**, Location Map for Showing Project.

Cameron County Regional Mobility Authority

By



AUTHORIZED SIGNATURE
David E. Alex, RMA Chairman

Date

11-22-11

TYPED OR PRINTED NAME AND TITLE

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

By

Janice Mullenix
Director of Contract Services

Date

ATTACHMENT A
Scope of Services

The Texas Department of Transportation (TxDOT) agrees to perform material inspection and testing services as requested by the Local Government, and subject to the terms set forth below. Material inspection and testing services to be performed by TxDOT consists of the following:

- Various inspected materials fabricated off-site (structural steel bridge components, pre-cast concrete stressed/non-stressed products, and miscellaneous fabricated products).
- Other materials inspection and testing as agreed upon in writing by TxDOT and the Local Government.

Inspections will be performed in compliance with the specifications and instructions supplied by the Local Government and are subject to the terms and conditions described below. Written inspection or test reports will be provided to the Local Government in accordance with TxDOT's existing policies as inspection and testing services are performed by TxDOT.

Prior to the commencement of material inspection and testing services, the Local Government shall provide TxDOT with a single point of contact for this scope of services. TxDOT will direct all invoices, test reports, questions and other issues to this point of contact. The Local Government shall provide an email address to which invoices will be sent. The Local Government shall provide written notification of a change to the point of contact.

INSPECTED MATERIALS

The Local Government will provide TxDOT a list of the materials requiring inspection. Estimated quantities of each material will also be provided. The types of products and the extent of the inspections will be as agreed upon prior to commencement of any inspections. The level of inspection and documentation furnished for Local Government inspections will be as provided for typical TxDOT projects.

TxDOT will only perform inspection services for the Local Government at structural steel fabrication plants, commercial precast prestressed and non-stressed concrete products plants, and other miscellaneous fabrication plants where TxDOT routinely provides such inspection and testing services for its own highway materials or for others. Out-of-state inspections for Local Government will be performed only when TxDOT has employees scheduled to conduct inspections for TxDOT projects at the requested locations, unless agreed upon otherwise. All out-of-state inspections will require reimbursement of the additional costs for travel (airfare, lodging, per diem, vehicle rentals, and other miscellaneous costs). Reimbursement will be requested through invoices from TxDOT.

TxDOT reserves the right to prioritize or reschedule any inspection and testing services according to the following:

- Inspection and testing services may be cancelled or deferred due to unavailability of TxDOT personnel to perform the necessary inspection
- Inspections for the Local Government will be given lower priority than inspections performed by TxDOT for TxDOT projects
- Inspections for the Local Government may be rescheduled to coincide with the inspection of products for TxDOT projects.

The Local Government and its fabricators will abide by the Nonconformance Report (NCR) process utilized by TxDOT for disposition of products that do not meet the requirements of the Local Government's specifications provided.

WORK REQUESTS

A minimum of two (2) weeks prior to TxDOT performing any inspections, the Local Government will submit Work Requests to TxDOT. Submit one Work Request per Fabricator and include the following:

- Project information (i.e. contract number, CSJ, etc.)
- Work description
- Type and estimated quantity of material(s) to be inspected
- Fabricator information (Name, contact person, phone number, physical location)
- Desired date of inspection
- Name, title, signature, and telephone number of the Local Government's authorized representative.
- Specification Item or Special Specification to be used for inspection
- List of the Local Government's amendments to Specification Item
- Local Governments Special Specifications
- Complete set of necessary design drawings, material specifications, and shop drawing files in Adobe .pdf format to perform inspection of the material.

Incomplete Work Requests will not be accepted. E-mail completed Work Requests, with attachments, as an Adobe .pdf format to CST_Structuralcorrespondence@dot.state.tx.us and include "Work Request" in the subject line.

TEST REPORTS

TxDOT will send test reports and pertinent information to the Local Government's designated point of contact for services performed as attachments to invoices for services.

ATTACHMENT B

Texas Department of Transportation Inspection & Testing Rates

TxDOT will only perform inspection and testing services outlined in Attachment A.

Charges will be based on rates in effect at the time inspection and testing services are performed. Rates will be revised periodically. Listed in the TxDOT Inspection & Testing Rates below are rates in effect at the time the Interlocal Agreement becomes effective.

Invoices will be sent to the Local Government on a weekly basis. Payments are due within 30 days of date of invoice and will be mailed to the following address:

Texas Department of Transportation
P. O. Box 149001
Austin, Texas 78714-9001

Branch: Structural			
Material	Units	Current Rate	QA Process
Anchor Bolts-Bearings, OSSB, Poles, Etc.	Each	\$ 2.49650	STR
Anchor Bolts-Railing	Each	\$ 1.24825	STR
Bridge Mounted Sign Post	Linear Ft.	\$ 0.54923	STR
Bridge Protective Angle	Each	\$ 19.00000	STR
Bridge Protective Assembly	Each	\$ 19.00000	STR
Bridge Protective Bracket	Each	\$ 13.00000	STR
Bridge Rail Post	Each	\$ 1.64769	STR
Bridge Rail Tube	Linear Ft.	\$ 1.99720	STR
Concrete Box Culverts	Linear Ft.	\$ 0.56000	STR
Disc/Pot Bearing	Each	\$ 99.86000	STR
Double Wall Panel	Sq. Ft.	\$ 0.38000	STR
Double Wall Parapet	Sq. Ft.	\$ 0.19000	STR
Elastomeric Bearings (Laminated)*	Each	\$ 2.49650	STR
Elastomeric Bearings (Plain)*	Each	\$ 0.99860	STR
Elastomeric Bearings (Sliding Assembly)*	Each	\$ 31.90527	STR
Elastomeric Laminated Bearing Assembly	Each	\$ 10.00000	STR
Galvanized Pipe Sign Post	Linear Ft.	\$ 0.31000	STR
High Mast Illumination Assembly Ring	Each	\$ 71.39990	STR
High Mast Illumination Poles	Each	\$ 178.64954	STR
Large Roadside Sign Supports	Pound	\$ 0.54923	STR
Mast Arms (Traffic Signal Pole)	Each	\$ 14.03033	STR
MBGF Steel Line Post	Each	\$ 0.63910	STR
Misc. Structural Steel	Pound	\$ 0.54923	STR
Overhead Sign Supports	Linear Ft.	\$ 0.03595	STR
Post-Aluminum	Each	\$ 1.56000	STR

Branch: Structural			
Material	Units	Current Rate	QA Process
Post-Steel	Each	\$ 1.13000	STR
Precast Concrete Arch Span Unit	Linear Ft.	\$ 10.18572	STR
Precast Concrete Box Culverts	Linear Ft.	\$ 0.87378	STR
Precast Columns for Sound Walls	Linear Ft.	\$ 0.34452	STR
Precast Concrete Coping	Linear Ft.	\$ 0.34452	STR
Precast Headwalls	Each	\$ 51.02846	STR
Precast Wall Panels	Sq. Ft.	\$ 0.06491	STR
Precast Wall Panels (Non-Standard)	Sq. Ft.	\$ 0.99860	STR
Prestressed Concrete Box Beams	Linear Ft.	\$ 1.14839	STR
Prestressed Concrete Deck Panels	Sq. Ft.	\$ 0.04993	STR
Prestressed Concrete Piling	Linear Ft.	\$ 0.34452	STR
Prestressed Concrete Sheet Piling	Sq. Ft.	\$ 0.12483	STR
Prestressed Concrete Tee, Slab, & I-Beams	Linear Ft.	\$ 0.74895	STR
Prestressed Concrete Trap Beams	Linear Ft.	\$ 4.50000	STR
Prestressed Concrete U-Beams	Linear Ft.	\$ 1.24825	STR
Railing (Panels for Bridge, Pedestrian, etc.)	Linear Ft.	\$ 0.39944	STR
Reinforced Concrete Pipe	Linear Ft.	\$ 0.20000	STR
Roadway Illumination Poles	Each	\$ 24.21605	STR
Segmental Prestressed Units	Linear Ft.	\$ 88.00000	STR
SEJ's / Armor Joints	Linear Ft.	\$ 0.16477	STR
Sign Support Bridges	Linear Ft.	\$ 2.50000	STR
Sign Walkway	Linear Ft.	\$ 0.69000	STR
Signs	Sq. Ft.	\$ 0.16477	STR
Structural Steel Bridge Girders	Pound	\$ 0.01897	STR
T-6 Rail Steel Line Post	Each	\$ 1.13000	STR
T-6 Rail Tube	Linear Ft.	\$ 0.38000	STR
Terminal Anchor Posts	Each	\$ 1.49790	STR
Transformer Bases for Roadway Illuminated Poles	Each	\$ 6.38105	STR
Treated Block Outs (Guard Rail)	Each	\$ 0.21000	MPL
Treated Lumber	1000 Board Ft.	\$ 21.50000	MPL
Treated Piling	Linear Ft.	\$ 0.11500	MPL
Treated Posts (Guard Rail)	Each	\$ 0.75000	MPL

QA Process

MPL - Material maintained on approved list (Material Producer List) no additional testing

Branch: Structural			
<i>Material</i>	<i>Units</i>	<i>Current Rate</i>	<i>QA Process</i>
necessary unless directed by Engineer.			
STR - Structural Group Inspected and Test Reported			

*Requires additional testing of Project Sample by Central Laboratory (additional charge)

Other Materials

Inspection and Testing as agreed upon in writing by TxDOT and the Local Government.

Branch: Asphalt & Chemical Laboratory		
<i>Material</i>	<i>Unit</i>	<i>Current Rate</i>
Asphalt	Gallon	\$0.0040
Asphalt	Ton	\$1.0000
Asphalt (AC, Emulsion, Cutback)	Test	\$165.0000
Asphalt (PG)	Test	\$300.0000
Backerboard	Test	\$66.0000
Bituminous Adhesive for Pavement Markers	Pound	\$0.0180
Bituminous Adhesive for Pavement Markers	LB	\$0.0180
Bituminous Adhesive for Pavement Markers (Basic Tests)	Test	\$230.0000

Branch: Asphalt & Chemical Laboratory (continued)

Material	Unit	Current Rate
Bituminous Adhesive for Pavement Markers (Extraction of Base/filler)	Test	\$230.0000
Class 1 & 2, Two Component Synthetic Polymer Joint Sealer	Pound	\$0.0190
Class 3, Hot Poured Rubber Joint Sealant	Pound	\$0.0190
Class 3, Hot Poured Rubber Joint Sealant	Test	\$625.0000
Class 4, 5, & 7 Low Modulus Silicone/Polyurethane Sealant	Pound	\$0.0190
Class 8, Low Modulus, Self Leveling, Concrete Only	pound	\$0.0190
Class 8, Low Modulus, Self Leveling, Concrete Only	Test	\$625.0000
Class 9 & 10, Polymer Modified Asphalt Emulsion Joint Sealer	Pound	\$0.0190
Crack Sealers, All Types	Test	\$230.0000
Flexible Bituminous Adhesive for Pavement Markers	Test	\$230.0000
Joint Sealer, Class 1,2,3	Test	\$230.0000
Joint Sealer, Class 4, 5, 7, 8	Test	\$365.0000
Joint Sealer, Class 9 & 10	Test	\$200.0000
Preformed Fiber Material	Sq. Foot	\$0.3200
Preformed Fiber Material	Test	\$50.0000
Rubber Asphalt Crack Sealant Compound	Test	\$200.0000
Chemical Laboratory		
Material	Unit	Current Rate
1, 1, 1, Trichlorethane	Test	\$200.0000
Acid Insolubles in Aggregate	Test	\$100.0000
Aluminum Sign Blanks	Test	\$250.0000
Asphalt Extraction Solvent	Test	\$250.0000
Binder for Producing Grout or Concrete (Type VIII)	Test	\$500.0000
Bridge Deck Sealant and Adhesive (Type IV)	Test	\$500.0000
Concrete Adhesive (Type V)	Test	\$500.0000
Concrete Patching Material	Test	\$500.0000
De-icing Salt	Test	\$450.0000
Dowel & Tie Bar Adhesive/Epoxy (Type III)	Test	\$500.0000
Elastomeric Bearings (Laminated)	Test	\$800.0000
Elastomeric Bearings (Plain)	Test	\$800.0000
Elastomeric Bearings (Sliding)	Test	\$800.0000
Elastomeric Concrete Type I	Test	\$500.0000
Emulsifying Agent & Detergent	Test	\$200.0000
Epoxy - Segmental	Test	\$500.0000
Epoxy Type V	Test	\$500.0000
Epoxy Type VII	Test	\$500.0000
Fabric Joint Underseal	Test	\$250.0000
Fabric Underseal	Test	\$250.0000
Filter Fabric	Test	\$250.0000

Branch: Asphalt & Chemical Laboratory (continued)**Chemical Laboratory**

Material	Unit	Current Rate
Lime	Test	\$125.0000
Lime - Type B	Test	\$200.0000
Polyethylene Plastic Bags	Test	\$100.0000
Preformed Joint Seal and Adhesive	Test	\$225.0000
Quick Lime	Test	\$175.0000
Salt	Test	\$300.0000
Sign Plating	Sq. Ft.	\$0.0750
Silt Fence	Test	\$250.0000
Spelter Test	Test	\$100.0000
Traffic Cones	Test	\$300.0000
Traffic Marker Adhesive (Type II)	Test	\$500.0000
Vehicle Loop Sealant	Test	\$500.0000
Water Analysis	Test	\$250.0000
Waterproofing Membrane	Test	\$250.0000

Branch: Coatings & Traffic Materials

Material	Unit	Current Rate
Clear Acrylic Sealer	Test	\$50.0000
Coatings for Concrete Class B	Test	\$250.0000
Coatings for Concrete, Clear	Test	\$100.0000
Concrete Surface Finish (Clear)	Test	\$75.0000
Concrete Surface Treatment	Test	\$100.0000
Concrete Surface Treatment, Penetrating	Test	\$100.0000
Delineator and Object Markers	Test	\$100.0000
Epoxy Powder Coating for Reinforced Steel	Test	\$100.0000
Flexible Delineator Posts	Test	\$100.0000
Glass Traffic Beads	Test	\$150.0000
Isopropyl Alcohol	Test	\$100.0000
Jiggle Bar Tiles	Test	\$250.0000
Liquid Membrane Forming Compound for Curing Concrete	Test	\$250.0000
Overhead Sign Background Coatings	Test	\$100.0000
Paint - Project	Test	\$250.0000
Paint Thinner	Test	\$100.0000
Pavement Markers	Test	\$250.0000
Pavement Marking Tape	Roll	\$0.7500
Reflective Sheeting	Test	\$100.0000
Reflective Traffic Cone Sleeves	Test	\$100.0000
Retroreflective Prefabricated Pavement Marking Material	Test	\$100.0000
Safety Vests	Test	\$100.0000
Sign Reflector Units	Test	\$100.0000
Structural Paints	Test	\$250.0000

Branch: Coatings & Traffic Materials (continued)		
Material	Unit	Current Rate
Temporary Flexible-Reflective Roadway Marker Tabs	Test	\$100.0000
Thermoplastic Pavement Marking Material	Test	\$250.0000
Traffic Buttons	Test	\$250.0000
Traffic Paint	Test	\$100.0000
Zinc Dust	Test	\$250.0000
Branch: Flexible Pavements		
Material	Unit	Current Rate
Bulk Specific Gravity of Molded Specimen (set of 3)	Test	\$40.0000
Coverstone	Ton	\$0.6300
Moisture Content	Test	\$25.0000
Molding (Set of 2) Superpave	Test	\$100.0000
Molding (Set of 3) Texas	Test	\$60.0000
Pre-Coated Coverstone	Ton	\$0.6300
Pre-Mix	Ton	\$0.6300
Rapid Curing Patching Mix	Pound	\$0.0600
Rapid Curing Patching Mix	Test	\$650.0000
Sieve Analysis	Test	\$50.0000
Synthetic Aggregates	Cubic yard	\$0.1900
Theoretical Maximum Specific Gravity	Test	\$60.0000
Branch: Geotechnical Soils & Aggregates		
Material	Unit	Current Rate
Bar Linear Shrinkage	Test	\$30.0000
Coarse Aggregate Analysis	Test	\$56.0000
Concrete Aggregates	Cubic yard	\$0.0500
Consolidation/Swell	Test	\$375.0000
Decantation	Test	\$25.0000
Deleterious Materials	Test	\$25.0000
Differential Wear	Test	\$29.0000
Differential Wear (W.O.Polish Value)	Test	\$175.0000
Direct Shear	Test	\$188.0000
Fine Aggregate Analysis	Test	\$50.0000
Flakiness Index	Test	\$38.0000
Fly Ash, Part II	Test	\$200.0000
Freeze - Thaw	Test	\$94.0000
Hydrometer Analysis	Test	\$240.0000
Lime Fly Ash, Part I	Test	\$1,200.0000
Los Angeles Abrasion	Test	\$44.0000
Natural Aggregates	Cubic yard	\$0.0190
Organic Impurities	Test	\$20.0000
Particle Count Test	Test	\$13.0000

Branch: Geotechnical Soils & Aggregates (continued)

<i>Material</i>	<i>Unit</i>	<i>Current Rate</i>
Percent Limestone	Test	\$75.0000
Polish Value	Test	\$188.0000
Pressure Slaking	Test	\$63.0000
Resistivity of Soils	Test	\$69.0000
Sand Equivalent Value	Test	\$28.0000
Screen Analysis	Test	\$31.0000
Soil Constants	Test	\$125.0000
Soil Permeability	Test	\$94.0000
Soil pH	Test	\$63.0000
Soundness	Test	\$75.0000
Specific Gravity	Test	\$33.0000
Triaxial, Consolidated - Undrained	Test	\$375.0000
Triaxial, TEX-117-E	Test	\$600.0000
Triaxial, Unconsolidated - Undrained	Test	\$44.0000
Unit Weight	Test	\$25.0000
Wet Ball Mill	Test	\$23.0000

Branch: Rigid Pavements & Concrete Materials

<i>Material</i>	<i>Unit</i>	<i>Current Rate</i>
Absorption Test	Test	\$23.0000
Acid Soluble Chloride in Concrete	Test	\$25.0000
Cement, Type I, I-A, II and III	Barrel	\$0.0600
Charpy Impact	Test	\$113.0000
Compression Test	Test	\$34.0000
Concrete Admixture	Test	\$125.0000
Concrete Blocks	Test	\$20.0000
Concrete Chloride Analysis	Test	\$81.0000
Concrete M.O.E.	Test	\$38.0000
Fly Ash	Test	\$250.0000
Hardness (Brn & Hr)	Test	\$25.0000
High Strength Bolts, Nuts and Washers	Test	\$69.0000
High Strength Fasteners	Test	\$125.0000
Linear Traverse	Test	\$280.0000
Low-Relaxation Strand	Test	\$64.0000
Multi-Piece Tie Bar	Test	\$15.0000
Petrographic Analysis	Test	\$313.0000
Quick Set Concrete	Test	\$125.0000
Sand Briquettes	Test	\$50.0000
Steel Strand M.O.E.	Test	\$25.0000
Strand Tension Test	Test	\$13.0000
Tension Test	Test	\$44.0000

Other Services		
Material	Unit	Current Rate
All Materials Sampling	HR	\$27.5000
Bridge Inspection	HR	\$33.3300
Bridge Inspection - Overtime	HR	\$49.9950
Material Re-Inspection	SVCU	\$1.0000

ATTACHMENT C
General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 11. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

TxDOT Texas Department of Transportation	Local Government Cameron County Regional Mobility Authority
----------------------------------------------------	-----------------------------------------------------------------------

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

ATTACHMENT D

**THE STATE OF TEXAS
COUNTY OF CAMERON**

RESOLUTION

WEST RAIL RELOCATION PROJECT

WHEREAS, the Cameron County Regional Mobility Authority has been working diligently to advance several projects important to the region, including the relocation of the Olmito Switch Yard – Repair in Place Facility.

WHEREAS, the Cameron County Regional Mobility Authority is needing to enter into an Interlocal Agreement with the Texas Department of Transportation so that they may provide Testing Services needed for the Olmito Switch Yard – Repair in Place Facility.

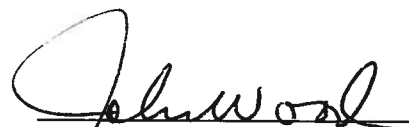
NOW THEREFORE, BE IT RESOLVED that the Cameron County Regional Mobility Authority authorizes the Cameron County Regional Mobility Authority Coordinator to execute an Interlocal Agreement with the Texas Department of Transportation so that they may provide Testing Services needed for the Olmito Switch Yard – Repair in Place Facility.

Passed, Approved and Adopted on this 22nd day of November, 2011.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY



DAVID E. ALLEX
RMA CHAIRMAN



JOHN WOOD
RMA VICE-CHAIRMAN

absent

MICHAEL SCAIEF
DIRECTOR

YOLANDA VILLALOBOS
DIRECTOR



DAVID N. GARZA
DIRECTOR

absent

RUBEN GALLEGOS, JR.
DIRECTOR

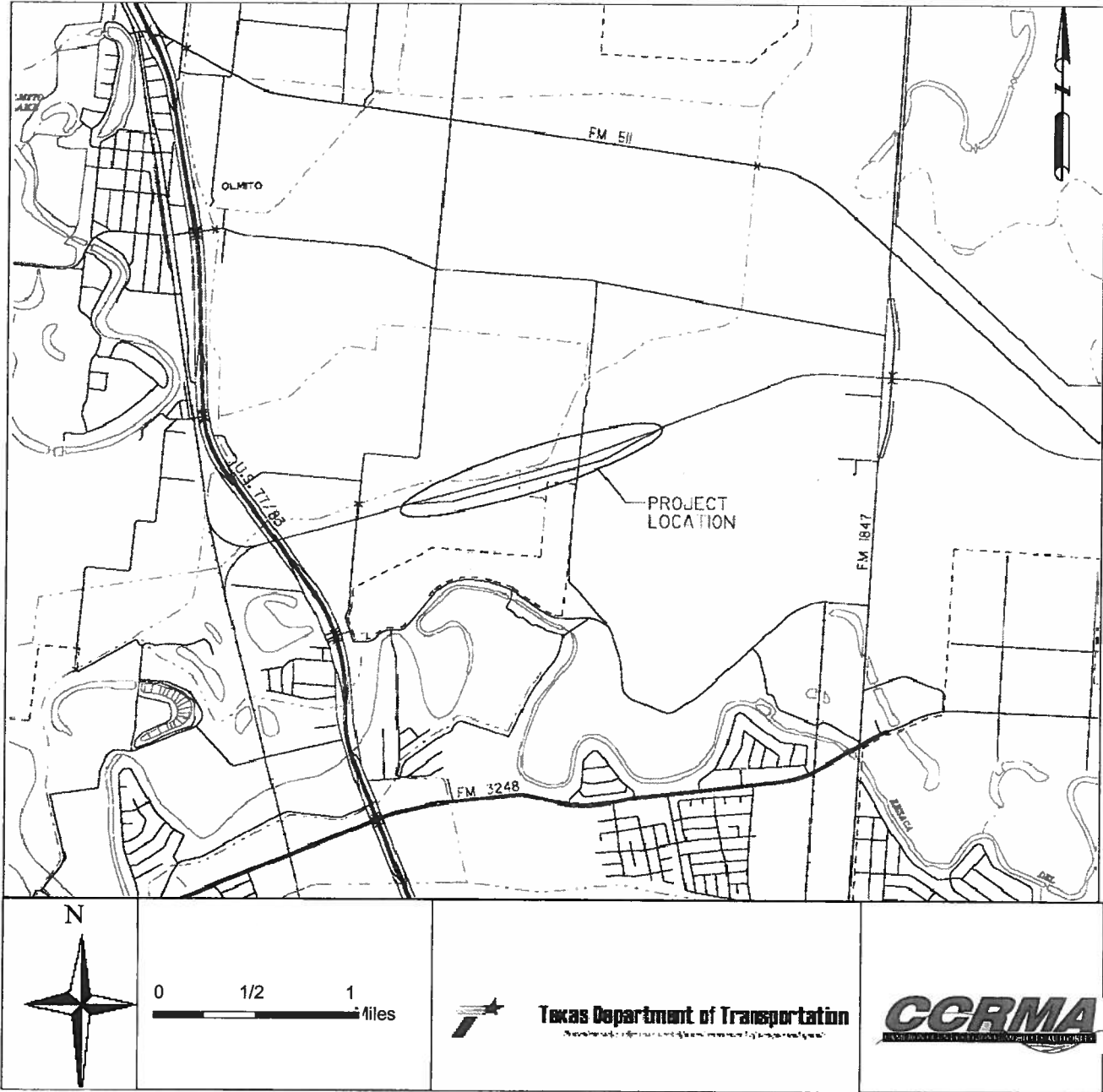


MARK ESPARZA
DIRECTOR

ATTACHMENT E

LOCATION MAP FOR SHOWING PROJECT

(LOCATION MAP(S) ATTACHED AND MADE A PART OF THIS AGREEMENT.)



**IV. CONSIDERATION AND APPROVAL OF WAIVER AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY AND LOCKE LORD LLP**

Locke Lord^{LLP}

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November 15, 2011

Pete Sepulveda, Jr.
RMA Coordinator
Cameron County Regional Mobility Authority
1100 E. Monroe
Brownsville, Texas 78521

Re: Representation of CCRMA in Connection with Interlocal Agreement with CTRMA

Dear Pete:

As you know, we serve as legal counsel to both the Cameron County Regional Mobility Authority ("CCRMA") and the Central Texas Regional Mobility Authority ("CTRMA"). As part of that representation, we have been asked to assist the CCRMA and the CTRMA with the preparation, execution, and/or amendment of interlocal agreements that will allow the CTRMA to provide, through its consultants, toll system implementation and maintenance and toll violation processing services to the CCRMA. We are not aware of any facts which would cause us to believe that our representation of the CCRMA will be adversely affected by our representation of the CTRMA. Pursuant to the Texas Disciplinary Rules of Professional Conduct, Rule 1.06, however, it is our duty to advise you that there may be a potential for a conflict of interest between the CCRMA and the CTRMA. Rule 1.06 provides that a lawyer may not represent more than one client in a matter in which the interests of the clients potentially conflict unless each affected client consents to the representation.

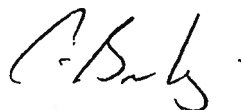
Please be advised that we could be prevented from continuing to represent both the CCRMA and the CTRMA in this matter if a dispute were to arise between the two entities. For instance, if the CTRMA and the CCRMA were to disagree later on regarding the adequacy of CTRMA's performance of the required services or the amount of payment owed by the CCRMA, we might be required to withdraw from representing one or both of you with respect to such matters. If such a situation occurs, you will be informed immediately as to the possible conflict and as to whether we might have to withdraw as your counsel.

While the CCRMA and the CTRMA are aware of and have agreed to our representation of both entities in connection with this matter, we have not memorialized this agreement in writing. Accordingly, please sign and return this letter indicating that the CCRMA agrees to waive any potential conflicts of interest and to allow the above-mentioned representations to continue.

Pete Sepulveda, Jr.
November 15, 2011
Page 2 of 2

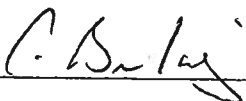
If you have any questions with regard to the representation of your interests in this matter, please contact me so that we may discuss the issue further.

Sincerely,



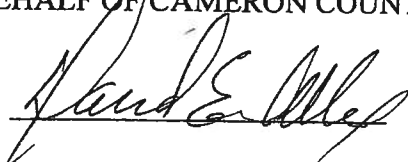
C. Brian Cassidy

LOCKE LORD LLP



AGREED TO AND ACCEPTED
ON BEHALF OF CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By:



Date:

November 22, 2011

V. APPROVAL OF CLAIMS



Cameron County Regional Mobility Authority
Daily Check Register 11/21/2011

FY 2012

Page 1

Check No.	Vendor Name	Fund	Dept.	Purpose	PQ#	Amount
00001085	AVINA,VERONICA	110	110	CONTRACT FOR SERVICES FROM	P169762	200.00
Check No. 00001085 Total						200.00
00001086	BETANCOURT,BLANCA	110	110	CONTRACT FOR SERVICES FROM	P169761	700.00
Check No. 00001086 Total						700.00
00001087	DEHOYOS, SYLVIA	110	110	CONTRACT FOR SERVICES FROM	P169790	400.00
Check No. 00001087 Total						400.00
00001088	GALARZA,MARTHA	110	110	CONTRACT FOR SERVICES FROM	P169760	800.00
Check No. 00001088 Total						800.00
00001089	GARCIA,DAVID A	110	110	CONTRACT FOR SERVICES FROM	P169788	6,250.00
Check No. 00001089 Total						6,250.00
00001090	HNTB CORP	110	110	WORK AUTHORIZATION NO. 51 FOR	P170441	3,574.02
			110	WORK AUTHORIZATION NO. 43 (SH	P156393	1,881.22
			110	WORK AUTHORIZATION NO. 43 (SH	P156393	14,571.55
			1108	SUPPLEMENTAL WORK	P166634	23,646.28
			1116	SUPPLEMENTAL WORK	P167331	14,098.00
			1116	FOR CAMERON COUNTY REGIONAL	P151752	515.19
			1116	SUPPLEMENTAL WORK	P169093	1,809.16
			1116	SUPPLEMENTAL WORK	P169093	1,876.55
			1123	WORK AUTHORIZATION NO. 31 FOR	P157105	674.98
		111	1108	WORK AUTHORIZATION NO. 33 - WE	P161490	62,796.00
			1111	WORK AUTHORIZATION NO. 42 FOR	P155761	12,516.30
			1137	WORK AUTHORIZATION NO. 37 FOR	P160083	48,696.66
			1149	WORK AUTHORIZATION NO. 49 FOR	P171413	9,809.99
Check No. 00001090 Total						196,465.90
00001091	MCCARTHY BUILDING COMPANY	110	1116	CONTRACT BETWEEN CAMERON	P160836	195,915.98
			1116	CONTRACT BETWEEN CAMERON	P160836	2,742,823.66
Check No. 00001091 Total						2,938,739.64
00001092	MONITOR,THE	110	110	REQUEST FOR PROPOSALS FOR	P169263	1,228.50
			110	REQUEST FOR PROPOSALS FOR	P169244	1,248.45
Check No. 00001092 Total						2,476.95
00001093	PENA,JESUS MARTIN	110	110	CONTRACT FOR SERVICES FROM	P169763	200.00
Check No. 00001093 Total						200.00
00001094	QUELLHORST,HENDRICK	110	110	CONTRACT FOR SERVICES FROM	P169765	250.00
Check No. 00001094 Total						250.00
00001095	ROBLES,MARIA A	110	110	CONTRACT FOR SERVICES FROM	P169764	450.00



Cameron County Regional Mobility Authority
Daily Check Register 11/21/2011

FY 2012

Check No.	Vendor Name	Fund	Dept.	Purpose	PO#	Amount
					Check No. 00001095	Total 450.00
00001096	SAN MIGUEL,FRANCISCO	110	110	CONTRACT FOR SERVICES FROM	P169771	300.00
					Check No. 00001096	Total 300.00
00001097	SEPULVEDA,PETE	110	110	CONTRACT SERVICES FROM	P169758	6,250.00
			110	REIMB. SEC SERC 11/14 REYNA		120.00
					Check No. 00001097	Total 6,370.00
00001098	TEXAS DEPARTMENT OF TRANSPORTA	111	1121	INTERLOCAL AGREEMENT WITH	P165112	1,844.00
					Check No. 00001098	Total 1,844.00
00001099	TEXAS DEPARTMENT OF TRANSPORTA	110	000	REIMB. TX TAG ACCT 25163224		1,000.00
					Check No. 00001099	Total 1,000.00
00001100	VEGA,DYLBIA JEFFERIES	110	110	CONTRACT FOR SERVICES FROM	P169779	1,100.00
					Check No. 00001100	Total 1,100.00
00001101	ESTRADA HINOJOSA & COMPANY INC	110	110	CONTINUING DISCLOSURE	P171519	5,000.00
					Check No. 00001101	Total 5,000.00
Print Date: 11/21/2011 Print By: HENDRICK					Total for All Checks:	3,162,546.49