

THE STATE OF TEXAS           §

COUNTY OF CAMERON       §

BE IT REMEMBERED on the 10<sup>th</sup> day of May 2018, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

FRANK PARKER, JR.  
CHAIRPERSON (arrived at 12:08 P.M.)

RUBEN GALLEGOS, JR.  
DIRECTOR

HORACIO BARRERA  
DIRECTOR

MICHAEL F. SCAIEF  
DIRECTOR

MARK ESPARZA  
DIRECTOR

NAT LOPEZ  
DIRECTOR

DR. MARIA VILLEGAS, M.D.  
DIRECTOR (joined via phone 12:05 P.M.)

\_\_\_\_\_  
ABSENT

\_\_\_\_\_  
ABSENT

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ABSENT

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The Meeting was called to order by Vice Chairman Gallegos, at 12:03 P.M. At this time, the Board considered the following matters as per CCRMA Agenda posted and filed for Record in the Office of the County Clerk on this 7<sup>th</sup> day of May, 2018 at 10:19 A.M.

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## **AGENDA**

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

**3470 Carmen Avenue, Suite 5  
Rancho Viejo, Texas 78575**

**May 10, 2018**

**12:00 Noon**

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: May 07, 2018 at 10:17A  
Document Number: 00000207  
By: Sylvia Garza-Perez  
County Clerk  
Amenda Barbosa, Deputy  
Cameron County

### **PUBLIC COMMENTS:**

1. Public Comments.

### **PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS:**

2. Presentations/Resolutions/Proclamations.

- A. Presentation on the Status of the SH 550 Gap 1 Project, CBP FAST Lane Expansion Project and the CBP Primary Lanes Expansion Project.

### **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:

April 12, 2018 – Special Meeting.

April 12, 2018 – Regular Meeting.

### **ITEMS FOR DISCUSSION AND ACTION:**

4. Action Items.

- A. Approval of Claims.

- B. Consideration and Approval of the Financial Statements and Budget Amendments for the month of March 2018.

- C. Consideration and Approval of the Cameron County Regional Mobility Authority Quarterly Investment Report and Authorize Staff to Renew two Certificate of Deposit's that will Mature on June 8, 2018 at Texas Regional Bank.

- D. Consideration and Approval of Estimated SH 550 Gap 1 Contractor Pay Request for the Month of March and Authority to Release Payment once approval from TxDOT is obtained.**
- E. Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the City of Brownsville to Develop Highway and Airport Projects.**
- F. Consideration and Authorization to Amend and Increase the Line of Credit with Texas Regional Bank to include the following projects, SH 550 Gap 1, SH 550 Gap 2, Morrison Road, Whipple Road, SH 32 and FM 509.**
- G. Consideration and Approval of General Engineering Contract between the Cameron County Regional Mobility Authority and Figg Engineering.**
- H. Consideration and Approval of General Engineering Contract between the Cameron County Regional Mobility Authority and S&B Infrastructure.**
- I. Consideration and Approval of General Engineering Contract between the Cameron County Regional Mobility Authority and Halff & Associates.**
- J. Consideration and Action to Amend the Cameron County Regional Mobility Authority Procurement Policy.**
- K. Consideration and Action to Amend the Cameron County Regional Mobility Authority Investment Policy.**
- L. Consideration and Approval of a Banking Resolution with Texas Regional Bank.**
- M. Consideration and Approval of Change Order Number 4 with Foremost Paving, Inc. for the SH 550 Gap 1 Project.**

**EXECUTIVE SESSION:**

**5. Executive Session.**

- A. Confer with Legal Counsel regarding the Request for Proposals for Bank Depository Services pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(2).**
- B. Deliberation Regarding Acquisition of Real Property legally described as Espiritu Santo Grant, Share 19, Tract 2, 4.3193 Acres, Brownsville, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**
- C. Confer with Legal Counsel regarding Cause No. 2015-DCL-05357; David Garza and Diane Garza v. Cameron County Regional Mobility Authority, et al. pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071.**
- D. Confer with Legal Counsel regarding potential collaborative relationship with the Hidalgo County Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071(2).**

**6. Action Relative to Executive Session.**

**A. Possible Action.**


**B. Possible Action.**

**C. Possible Action.**

**D. Possible Action.**

**ADJOURNMENT:**

**Signed this 7<sup>th</sup> day of May 2018.**

  
**Frank Parker, Jr.**  
**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.

## **PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS**

### **2-A Presentation of the Status of the SH 550 Gap 1 Project, CBP FAST Lane Expansion Project and the CBP Primary Lanes Expansion Project.**

Mr. Danny Rios with S&B Infrastructure went over the attached Power Point Presentation regarding the SH 550 Gap 1 Project. Mr. Rios also updated the Board on the status of the FAST Lane Project at the Veterans International Bridge. Mr. Pete Sepulveda, Jr., RMA Executive Director advised the Board on funding of the CBP Primary Lane Expansion Project received at the Brownsville MPO meeting.

Vice Chair Gallegos moved to acknowledge the Presentation. The motion was seconded by Director Esparza and carried unanimously.

**The Presentation 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:**

**April 12, 2018 – Special Meeting.  
April 12, 2018 – Regular Meeting.**

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item.

Secretary Barrera moved to approve the minutes for April 12, 2018 Special Meeting and April 12, 2018 Regular Meeting. The motion was seconded by Director Lopez and carried unanimously.

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## **ACTION ITEMS**

### **4-A Approval of Claims**

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

Mr. Adrian Rincones, RMA Chief Financial Officer went over the Claims and presented into the record. Mr. Rincones also requested Board approval to include in the Claims invoice from Tecsidel in the amount of \$42,050.41.

Vice Chair Gallegos moved to approve the Claims including Tecsidel invoice in the amount of \$42,050.41 as presented. The motion was seconded by Secretary Barrera and carried unanimously.

**The Claims are as follows:**

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### **4-B Consideration and Approval of the Financial Statements and Budget Amendments for the month of March 2018.**

Mr. Adrian Rincones, RMA Chief Financial Officer went over the Financial Statements and presented them into the record.

Director Esparza moved to approve the Financial Statements for the month of March 2018. The motion was seconded by Vice Chair Gallegos and carried unanimously.

**The Financial Statements are as follows:**

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### **4-C Consideration and Approval of the Cameron County Regional Mobility Authority Quarterly Investment Report and Authorize Staff to Renew two Certificate of Deposit's that will Mature on June 8, 2018 at Texas Regional Bank.**

Mr. Adrian Rincones, RMA Chief Financial Officer went over the Quarterly Investment Report and advised the Board of the need to renew the Certificates of Deposit.

Vice Chair Gallegos moved to approve the Cameron County Regional Mobility Authority Quarterly Investment Report and Authorize Staff to Renew two Certificate of Deposit's that will Mature on June 8, 2018 at Texas Regional Bank. The motion was seconded by Secretary Barrera and carried as follows:

**NOTE: Director Scaief and Director Esparza did not participate in the discussion and abstained from voting.**

**AYE:** Chairman Parker, Vice Chair Gallegos, Secretary Barrera, Director Lopez and Director Villegas.

**NAY:** None.

**ABSTAINED:** Directors Scaief and Esparza.

**The Report is as follows:**

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**4-D Consideration and Approval of Estimated SH 550 Gap 1 Contractor Pay Request for the Month of March and Authority to Release Payment once approval from TxDOT is obtained.**

This item was covered under Claims and thus, the Board took no action.

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**4-E Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the City of Brownsville to Develop Highway and Airport Projects.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item and advised the Board that this was a General Interlocal Agreement to work with the City of Brownsville on several projects. Individual projects like Morrison Road and Indiana Avenue right of way realignment will be brought back with specific Interlocal Agreements.

Vice Chair Gallegos moved to approve the Interlocal Agreement between the Cameron County Regional Mobility and the City of Brownsville to Develop Highway and Airport Projects. The motion was seconded by Director Scaief and carried unanimously.

**The Agreement is as follows:**

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**4-F Consideration and Authorization to Amend and Increase the Line of Credit with Texas Regional Bank to include the following projects, SH 550 Gap 1, SH 550 Gap 2, Morrison Road, Whipple Road, SH 32 and FM 509. (see attached Memo)**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item and the need for the increase in the line of credit. Mr. Sepulveda mentioned that Staff would get with TxDOT to see if the reimbursement time could be reduced.

Secretary Barrera moved to Amend and Increase the Line of Credit with Texas Regional Bank to include the following projects, SH 550 Gap 1, SH 550 Gap 2, Morrison Road, Whipple Road, SH 32 and FM 509. The motion was seconded by Vice Chair Gallegos and carried as follows:

**NOTE: Director Scaief and Director Esparza did not participate in the discussion and abstained from voting.**

**AYE:** Chairman Parker, Vice Chair Gallegos, Secretary Barrera, Director Lopez and Director Villegas.

**NAY:** None.

**ABSTAINED:** Directors Scaief and Esparza.

**The Memo is as follows:**

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**4-G Consideration and Approval of General Engineering Contract between the Cameron County Regional Mobility Authority and Figg Engineering.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item and advised the Board that Legal Counsel David F. Irwin with Rentfro, Irwin, & Irwin, P.L.L.C., had thoroughly reviewed the agreement. Mr. Sepulveda stated that TxDOT had approved the Procurement Process, the GEC Agreement, Exhibits and Rates. Mr. Sepulveda further stated that Staff has written approval from TxDOT on file and thus, Staff recommends approval.

Vice Chair Gallegos moved to approve the General Engineering Contract between the Cameron County Regional Mobility Authority and Figg Engineering. The motion was seconded by Director Esparza and carried unanimously.

**The Contract is as follows:**

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**4-H Consideration and Approval of General Engineering Contract between the Cameron County Regional Mobility Authority and S&B Infrastructure.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item and advised the Board that Legal Counsel David F. Irwin with Rentfro, Irwin, & Irwin, P.L.L.C., had thoroughly reviewed the agreement. Mr. Sepulveda stated that TxDOT had approved the Procurement Process, the GEC Agreement, Exhibits and Rates. Mr. Sepulveda further stated that Staff has written approval from TxDOT on file and thus, Staff recommends approval.

Vice Chair Gallegos moved to approve the General Engineering Contract between the Cameron County Regional Mobility Authority and S&B Infrastructure. The motion was seconded by Director Esparza and carried unanimously.

**The Contract is as follows:**

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**4-I Consideration and Approval of General Engineering Contract between the Cameron County Regional Mobility Authority and Halff & Associates.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item and advised the Board that Legal Counsel David F. Irwin with Rentfro, Irwin, & Irwin, P.L.L.C., had thoroughly reviewed the agreement. Mr. Sepulveda stated that TxDOT had approved the Procurement Process, the GEC Agreement, Exhibits and Rates. Mr. Sepulveda further stated that Staff has written approval from TxDOT on file and thus, Staff recommends approval.

Vice Chair Gallegos moved to approve the General Engineering Contract between the Cameron County Regional Mobility Authority and Halff & Associates. The motion was seconded by Director Esparza and carried unanimously.

**The Contract is as follows:**

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**4-J Consideration and Action to Amend the Cameron County Regional Mobility Authority Procurement Policy.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item and recommended approval.

Secretary Gallegos moved to amend the Cameron County Regional Mobility Authority Procurement Policy. The motion was seconded by Secretary Barrera and carried unanimously.

**The Amendment is as follows:**

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**4-K Consideration and Action to Amend the Cameron County Regional Mobility Authority Investment Policy.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item and recommended approval.

Vice Chair Gallegos moved to amend the Cameron County Regional Mobility Authority Investment Policy. The motion was seconded by Secretary Barrera and carried unanimously.

**The Amendment is as follows:**

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**4-L Consideration and Approval of a Banking Resolution with Texas Regional Bank.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item and the need to update the current banking resolution.

Secretary Barrera moved to approve the Banking Resolution with Texas Regional Bank. The motion was seconded by Director Lopez and carried as follows:

**NOTE: Director Scaief and Director Esparza did not participate in the discussion and abstained from voting.**

AYE: Chairman Parker, Vice Chair Gallegos, Secretary Barrera, Director Lopez and Director Villegas.

NAY: None.

ABSTAINED: Directors Scaief and Esparza.

**The Resolution is as follows:**

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**4-M Consideration and Approval of Change Order Number 4 with Foremost Paving, Inc. for the SH 550 Gap 1 Project.**

Mr. Pete Sepulveda, Jr., RMA Executive asked that the item be tabled.

Vice Chair Gallegos moved **TABLE** the item. The motion was seconded by Director Esparza and carried unanimously.

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## **EXECUTIVE SESSION ITEMS**

Vice Chair Gallegos made a motion at 12:40 P.M. to go into Executive Session. The motion was seconded by Director Esparza and carried unanimously.

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**NOTE: Director Villegas left the phone meeting at 1:00 P.M.**

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- 5-A Confer with Legal Counsel regarding the Request for Proposals for Bank Depository Services pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(2).**
- 5-B Deliberation Regarding Acquisition of Real Property legally described as Espiritu Santo Grant, Share 19, Tract 2, 4.3193 Acres, Brownsville, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**
- 5-C Confer with Legal Counsel regarding Cause No. 2015-DCL-05357; David Garza and Diane Garza v. Cameron County Regional Mobility Authority, et al. pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071.**
- 5-D Confer with Legal Counsel regarding potential collaborative relationship with the Hidalgo County Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071(2).**

Secretary Gallegos made a motion to come back to open session at 1:16 P.M. The motion was seconded by Director Esparza and carried unanimously.

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**NOTE: Director Scaief left the meeting at 1:16 P.M.**

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## **ACTION RELATIVE TO EXECUTIVE SESSION:**

- 6-A Confer with Legal Counsel regarding the Request for Proposals for Bank Depository Services pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(2).**

Vice Chair Gallegos moved to proceed as discussed in Executive Session. The motion was seconded by Secretary Barrera and carried unanimously.

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- 6-B Deliberation Regarding Acquisition of Real Property legally described as Espiritu Santo Grant, Share 19, Tract 2, 4.3193 Acres, Brownsville, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**

Vice Chair Gallegos moved to proceed as discussed in Executive Session. The motion was seconded by Secretary Barrera and carried unanimously.

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- 6-C Confer with Legal Counsel regarding Cause No. 2015-DCL-05357; David Garza and Diane Garza v. Cameron County Regional Mobility Authority, et al. pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071.**

Vice Chair Gallegos moved to proceed as discussed in Executive Session. The motion was seconded by Director Esparza and carried unanimously.

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- 6-D Confer with Legal Counsel regarding potential collaborative relationship with the Hidalgo County Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071(2).**

Director Esparza moved to acknowledge Report of Legal Counsel. The motion was seconded by Vice Chair Gallegos and carried unanimously.

## **ADJOURNMENT**

There being no further business to come before the Board and upon motion by Vice Chair Gallegos and seconded by Director Lopez and carried unanimously the meeting was **ADJOURNED** at 1:19 P.M.

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APPROVED this 25<sup>th</sup> day of May 2018.

  
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CHAIRMAN FRANK PARKER, JR.

ATTESTED:   
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HORACIO BARRERA, SECRETARY

**2-A PRESENTATION ON THE STATUS OF THE SH 550 GAP 1 PROJECT, CBP  
FAST LANE EXPANSION PROJECT AND THE CBP PRIMARY LANES  
EXPANSION PROJECT.**

**CCRMA**  
Project Status Meeting  
May 10, 2018



# SH550 - GAP 1 PROJECT

- SH 550 GAP 1 (SBI Team tasked with PS&E and CM)
  - Limits from 0.53 miles east of Old Alice Road to 0.48 miles west of FM 1847, approx. 1.24 miles
- SH 550 Gap 1 Construction Items
  - Construction of tolled lanes with concrete pavement for the first "Gap" of SH 550.
  - Slope erosion repairs and bridge riprap repairs at FM 1847
  - Slope erosion repairs at Union Pacific Railroad Crossing
  - Bridge Construction on Southbound main lanes for Drain Ditch #3





## SH550 – GAP 1 PROJECT KEY DATES

- Bids Received on - January 31, 2017
- Acknowledgement from TxDOT received on 4/13/17 for Bid Analysis;
- Pre-Construction Meeting – July 6, 2017
- Notice To Proceed Issued – July 10, 2017
- Actual Construction Start Date – July 10, 2017
- 89% Complete as of April 25, 2018
- Anticipated Project Completion – May 2018
  - Last Concrete Pavement Pour 03-23-18

## SH550 – GAP 1 important Task Activities this Period



**INSTALLING METAL GUARD FENCE AT BRIDGE  
(FACING EAST)**



**SPREADING TOP SOIL ON SLOPES  
(FACING SOUTH EAST)**



## SH550 – GAP 1 Important Task Activities this Period



**SEEDING (FACING WEST)**



**INSTALLING LARGE SIGNS  
(FACING WEST)**

# SH550 – PAY ESTIMATE #11 – MARCH 2018

Estimate No. 11		
Original Contract Days	180	
Days Added by Change Order	0	
Total Contract Time	180	
Contract Days Previously Billed	160	
Contract Days this Period	17w+4rd	
Days Remaining	20	
% Contract Time Utilized	89%	
Contract Amount		\$ 7,138,812.45
Change Order #1 Dollars		\$ -14,700.00
Change Order #2 Dollars		\$ 3,815.00
Change Order #3 Dollars		\$ -4,921.90
Revised Contract Amount		\$ 7,123,005.55
Previous Payments		\$ 6,052,680.03
Balance Due this Estimate		\$ 291,675.60
Net Amount Earned to Date		\$ 6,344,355.63
Percentage of Contract Billed to Date		89.07%
Balance of Contract		\$ 778,649.92 10.93%

# SH550 – GAP 1 PROJECT STAFFING

## BASED ON MARCH ESTIMATE #11

Local (RGV) Contractor Personnel – 21

Non-Local (RGV) Contractor Personnel – 0

Local (RGV) CM Personnel – 1 FTE

Total Personnel – 22 FTE



# SH550 – GAP 1 PAYMENT FUNDS DISTRIBUTION

## BASED ON MARCH ESTIMATE #11

Total Paid to Date (March 2018 Estimate) – \$6,344,355.63

Local (RGV) Contractor Payments – \$5,299,910.70 (83.53%)

Non-Local (RGV) Contractor Payments – \$1,044,444.93 (16.42%)  
(Guard Fencing and Crash Cushions (Laredo Striping) and  
BMP Environmental (D&S Const.), Electrical (Levy  
Company))

**4-A APPROVAL OF CLAIMS.**



**Claims for Consideration and Approval  
Operations  
May 10, 2018**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Culligan	Culligan of the Rio Grande Valley	May 2018	127.56	Drinking Water for May 2018	Indirect	Y	Local	Ope
Pathfinder Public S&B	Pathfinder Public Affairs, Inc	4	12,000.00	April 2018 Consulting Services	Indirect	Y	Local	Ope
	S&B Infrastructure, LTD	U2299.111-02	3,594.23	Environmental Studies and Project Admin	South Padre Island 2nd	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2299.115-01	58,616.23	Traffic projections for SH32	SH 32 (East	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2299.115-02	513.73	Traffic Projections-SH32 Project	SH 32 (East	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2299.20-18	14,209.81	CM for SH550 Gap I for April 2018	SH 550	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2299.200-17	14,209.80	CM on SH550 Gap I for March 2018	SH 550	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2299.600-08R	80,245.41	Preliminary Engineering on Outer	Outer	Y	TxDOT	Ope
The Herald	AIM Media Texas	40016751-0418	2,257.50	Bid Ad for Veterans Int Bridge Truck Lane	CC- Veterans	Y	Local	Ope
The Rentrfo Law	Rentrfo, Irwin, & Irwin, P.L.L.C	022988	3,520.00	Revision of GEC contracts, training with	Indirect	Y	Local	Ope
				Board Members, TxDOT's administration				
The Rentrfo Law	Rentrfo, Irwin, & Irwin, P.L.L.C	022989	160.00	Legal Services for April 2018	West Rail	Y	Local	Ope
The Rentrfo Law	Rentrfo, Irwin, & Irwin, P.L.L.C	022990	116.65	Legal Services for April 2018	West Rail	Y	Local	Ope
					Relocation	Y	Local	Ope
The Rentrfo Law	Rentrfo, Irwin, & Irwin, P.L.L.C	022991	360.00	Legal Services for April 2018	Indirect	Y	Local	Ope
The Rentrfo Law	Rentrfo, Irwin, & Irwin, P.L.L.C	022992	1,209.60	Legal Services for April 2018	Indirect	Y	Local	Ope
Report Total			<u>191,140.52</u>					

**Claims for Consideration and Approval  
Toll Operations  
May 10, 2018**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Duncan Solutions Law	Enforcement Systems LLC	DMV002180	653.12	Out of State DMV Registration Retrieval	Indirect	Y	Local	Merch
Fagan Consulting	Fagan Consulting LLC	CCOS1804	5,712.00	Tolls Operation Support for April 2018	Toll	Y	Local	Merch
Fagan Consulting	Fagan Consulting LLC	PBT1804	10,127.00	PBTCS operations support for April	Pharr-	Y	Local	Merch
Matus Contractor	Matus Contractor Company	61	5,000.00	SH550 Lawn Care services for cutting	Indirect	Y	Local	Merch
Tecsidel	Tecsidel S.A.	Milestone 3&4	103,984.82	Tecsidel Project Implementation	Pharr-	Y	Pharr Interlocal	Merch
TollPlus LLC	TollPlus LLC	0018012	14,639.63	BOS Monthly Maintenance April 2018	Indirect	Y	Local	Merch
Xerox Corporation	Xerox Financial Services LLC	1148824	1,000.77	Printer rent for mailing services	Indirect	Y	Local	Merch
Report Total			<u>141,117.34</u>					

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims for Acknowledgment**  
100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Emp Ericka Trevino	Ericka Trevino	ET 4.19.18	151.38	Accountant travel and office supplies reimbursement	Indirect	Y	Local	Ope
MPC Studios, Inc	MPC Studios, Inc	25442-1	7,375.00	New website design 50% down pmt	Indirect	Y	Local	Ope
PEDRO SEPULVEDA	PEDRO SEPULVEDA JR.	PSJ 4.19.18	1,066.62	Executive Director travel reimb for Austin Meetings	Indirect	Y	Local	Ope
Republic Services SA	Republic Services San Antonio	542987	116.65	Case records for the farming by Wentzco, Inc, William Wentz or any	West Rail Relocation	Y	Local	Ope
Verizon Wireless	Verizon Wireless	7670528032	74.01	Hotspot services	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility	Mar 2018 - 7806	35.31	Water utilities for Admin offices	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility	Mar 2018 - 8005	34.55	Water utilities for Admin offices	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility	Mar 2018 - 8105	34.92	Water utilities for Admin offices	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	Mar 2018 - 8406	<u>42.46</u>	Water utilities for Admin offices	Indirect	Y	Local	Ope
Report Total			<u>8,930.90</u>					

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims for Acknowledgment**  
525 - Toll Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Franco San Miguel	FRANCISCO J SANMIGUEL	FSM 4.17.18	320.31	FSM reimbursement for rent equipment for SH550 maintenance	Indirect	Y	Local	Merch
Lizbeth J. Ponce	Lizbeth J. Ponce	LJP 4.19.18	199.76	Tolls Manager travel reimb for March and April 2018	Indirect	Y	Local	Merch
PUB	Public Utilities Board	April 2018 - 58883	229.58	Energy utilities for April 2018 for SH550 Port Spur	Port Spur - SH550	Y	Local	Merch
Raul Ortega	Raul Ortega	RO 4.19.18	237.95	CSR travel reimbursement for mail services and errands for Feb, Mar and Apr 2018	Indirect	Y	Local	Merch
Rio Storage BRN, LL	Rio Storage BRN	May 2018	174.00	Storage rent for May 2018	Indirect	Y	Local	Merch
VMUD	Valley Municipal Utility	Mar 2018 - 6802	<u>40.95</u>	Water utilities for Tolls office	Indirect	Y	Local	Merch
Report Total			<u>1,202.55</u>					
Grand Total			<u>10,133.45</u>					

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims for Acknowledgment**  
100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Adrian	Adrian Rincones	AR 4.24.18	1,831.94	CFO reimbursement for computer and	Indirect	Y	Local	Ope
Adrian	Adrian Rincones	AR 5.2.18	1,280.00	CFO reimbursement for Trainings	Indirect	Y	Local	Ope
AFLAC	Aflac	117197	164.14	Employee supplemental insurance	Indirect	Y	Local	Ope
American Express	American Express	AMEX April 2018	3,222.53	CC office supplies, monthly charges for	Indirect	Y	Local	Ope
April Romero	April Romero	AR3 5.3.18	65.84	Proj Coordinator travel reimbursement	Indirect	Y	Local	Ope
Carr, Riggs & Ingr	Carr, Riggs & Ingram,	16432592	8,500.00	Financial audit additional fees for services	Indirect	Y	Local	Ope
Franco San Miguel	FRANCISCO J SANMIGUEL	FSM 5.1.18	81.09	IT support reimbursement fo office supplies	Indirect	Y	Local	Ope
GeoSearch LLC	GeoSearch LLC	18-3964	605.00	Old Alice radius reports, aerial	CC - Old	Y	Local	Ope
GeoSearch LLC	GeoSearch LLC	18-4247	197.80	Old Alice report for pipeline and oil & gas	CC - Old	Y	Local	Ope
Gexa Energy	Gexa Energy, LP	April 2018-Ste 3&4	244.59	Energy utilities for admin offices Ste 3&4	Indirect	Y	Local	Ope
Gexa Energy	Gexa Energy, LP	April 2018-Ste 5&7	166.96	Energy utilities for admin offices Ste 5&7	Indirect	Y	Local	Ope
Locke Lord	Locke Lord LLP	1408791	91.13	Transmit Texas toll entity fee schedule	Indirect	Y	Local	Ope
Lone Star Shreddin	Lone Star Shredding	1941391	112.50	Shredding services for April 2018	Indirect	Y	Local	Ope
Rancho Viejo Pet	Rancho Viejo Pet Club	May 2018	4,060.00	Monthly rent for admin offices for the	Indirect	Y	Local	Ope
Ruben Ibanez	Ruben Ibanez	100	300.00	Maintenance for tolls and admin offices	Indirect	Y	Local	Ope
Staples Credit	Staples Credit Plan	Staples April 2018	1,685.14	Monthly office supplies for admin and tolls	Indirect	Y	Local	Ope
TML Emp Health	TML Intergovernmental	2018-05	3,871.28	Employee health insurance for May 2018	Indirect	Y	Local	Ope
Xerox	Xerox	093084676	457.82	Rent for printer services for admin	Indirect	Y	Local	Ope
Report Total			<u>26,937.83</u>					

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims for Acknowledgment**  
525 - Toll Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	American Express	AMEX April 2018	307.98	CC office supplies, monthly charges for	Indirect	Y	Local	Merch
Franco San Miguel	FRANCISCO J SANMIGUEL	FSM 4.24.18	159.66	IT support reimbursement for office installation material	Indirect	Y	Local	Merch
Gexa Energy	Gexa Energy, LP	April '18-SH550	546.48	Energy Services for SH550 FM1847 and	Direct	Y	Local	Merch
Gexa Energy	Gexa Energy, LP	April 2018-tolls	308.11	Energy utilities for tolls office	Indirect	Y	Local	Merch
LexisNexis	LexisNexis Risk Solutions	1546392-20180430	201.58	Pre-court program services for April 2018	Indirect	Y	Local	Merch
Megashine	Megashine	1157	1,355.00	Janitorial services for May 2018	Indirect	Y	Local	Merch
Prisciliano Delgado	Prisciliano Delgado	10537	200.00	Lawn Care services for May 2018	Indirect	Y	Local	Merch
Ruben Ibanez	Ruben Ibanez	100	487.04	Maintenance for tolls and admin offices and road	Indirect	Y	Local	Merch
Staples Credit	Staples Credit Plan	Staples April 2018	954.35	Monthly office supplies for admin and tolls offices	Indirect	Y	Local	Merch
Superior Alarms	Superior Alarms	636526	75.00	Quarterly alarm services	Indirect	Y	Local	Merch
Temp Control, Inc.	Temp Control, Inc.	21037	313.93	Port Spur A/C unit check up	Port Spur -	Y	Local	Merch
TIFT	Texas International	1778	3,500.00	TIFT Advertisement 2018	Indirect	Y	Local	Merch
TML Emp Health	TML Intergovernmental Employee Benefits Pool	2018-05	4,967.38	Employee health insurance for May 2018	Indirect	Y	Local	Merch
Xerox	Xerox	093084677	285.21	Printer services for tolls offices	Indirect	Y	Local	Merch
Report Total			<u>13,661.72</u>					
Grand Total			<u>40,599.55</u>					



**4-B    CONSIDERATION    AND    APPROVAL    OF    THE    FINANCIAL  
STATEMENTS AND BUDGET AMENDMENTS FOR THE MONTH OF  
MARCH 2018.**

# **CCRMA**

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**



## **MARCH 2018 FINANCIAL REPORT**

**PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR**

**JESUS ADRIAN RINCONES, CPA, CFE, CHIEF FINANCIAL OFFICER**

## CCRMA MONTHLY FINANCIALS

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**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Statement of Revenues, Expenses And Changes in Net Position - Unposted Transactions Included in Report  
From 3/1/2018 Trough 3/31/2018  
(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Operating Revenues				
Vehicle registration fees	355,200	1,527,220	3,150,000	(1,622,780)
TRZ revenue	0	0	275,000	(275,000)
Other revenue	<u>996,091</u>	<u>3,842,825</u>	<u>7,844,000</u>	<u>(4,001,175)</u>
Total Operating Revenues	<u>1,351,291</u>	<u>5,370,045</u>	<u>11,269,000</u>	<u>(5,898,955)</u>
Operating Expenses				
Personnel costs	78,091	388,657	599,809	211,152
Professional services	402	48,564	195,000	146,436
Contractual services	4,738	29,275	350,000	320,725
Debt interest	0	707,655	2,214,953	1,507,299
Advertising & marketing	5,000	10,512	25,000	14,488
Data processing	222	5,429	10,000	4,571
Dues & memberships	0	1,570	20,000	18,430
Education & training	104	1,180	8,000	6,820
Fiscal agent fees	(346)	3,074	45,000	41,926
Insurance	0	4,053	5,000	948
Maintenance & repairs	0	1,635	10,000	8,365
Office supplies	4,011	31,970	62,562	30,592
Rent	(42)	21,557	42,000	20,443
Travel	2,545	13,661	25,000	11,339
Utilities	914	3,936	8,000	4,064
Other expenses	<u>0</u>	<u>0</u>	<u>5,000</u>	<u>5,000</u>
Total Operating Expenses	<u>95,638</u>	<u>1,272,726</u>	<u>3,625,324</u>	<u>2,352,598</u>
Non Operating Revenue				
Interest income	1,781	12,335	15,000	(2,665)
Other Financing sources	<u>0</u>	<u>33,823</u>	<u>50,000</u>	<u>(16,177)</u>
Total Non Operating Revenue	<u>1,781</u>	<u>46,158</u>	<u>65,000</u>	<u>(18,842)</u>
Changes in Net Assets	<u>1,257,434</u>	<u>4,143,477</u>	<u>7,708,676</u>	<u>(3,565,199)</u>
Net Assets Beginning of Year	<u>2,886,043</u>	<u>0</u>	<u>0</u>	<u>0</u>
Net Assets End of Year	<u>4,143,477</u>	<u>4,143,477</u>	<u>7,708,676</u>	<u>(3,565,199)</u>

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Toll Operations Revenues Expenditures - Cash - Unposted Transactions Included In Report  
From 3/1/2018 Through 3/31/2018

	Current Period Actual	Current Year Actual	Annual Budget - Original	Variance - Original	Prior Year Actual
Toll Operating Revenues					
Toll Operating Revenues					
Toll Revenue	0.00	5,138.72	2,200.00	2,938.72	160,792.99
Toll Violation Revenue	0.00	12,599.43	7,000.00	5,599.43	138,240.24
Interop Revenue	61,982.68	372,111.10	589,000.00	(216,888.90)	288,766.93
Total Toll Operating Revenues	61,982.68	389,849.25	598,200.00	(208,350.75)	587,800.16
TPS Revenues					
	160,209.19	983,051.29	1,390,800.00	(407,748.71)	92,480.83
Total TPS Revenues	160,209.19	983,051.29	1,390,800.00	(407,748.71)	92,480.83
Total Toll Operating Revenues	222,191.87	1,372,900.54	1,989,000.00	(616,099.46)	680,280.99
Toll Operating Expenses					
Payroll - Direct	4,557.51	21,633.75	0.00	(21,633.75)	0.00
Payroll - Indirect	35,937.05	164,078.67	379,270.00	215,191.33	74,904.40
Payroll Taxes	2,701.34	12,352.45	30,664.00	18,311.55	5,432.35
Payroll Benefits - Retirement	0.00	15,710.32	32,252.00	16,541.68	3,776.87
Payroll Benefits TCDRS GTL	0.00	193.63	1,345.00	1,151.37	13.55
Payroll Benefits - Health	4,280.26	20,155.56	81,600.00	61,444.44	10,742.82
Advertising & Marketing	3,502.50	13,127.33	60,000.00	46,872.67	25,977.17
Contractual	0.00	0.00	10,000.00	10,000.00	10,000.00
Legal Expense	0.00	2,040.00	30,000.00	27,960.00	17,875.00
Dues & Memberships	0.00	3,776.16	5,000.00	1,223.84	2,995.46
Education & Training	0.00	1,057.00	6,000.00	4,943.00	1,812.36
2012 Bond Interest	0.00	641,500.00	1,283,000.00	641,500.00	0.00
Maintenance & Repairs	2,005.00	8,520.00	25,000.00	16,480.00	9,566.42
Maintenance - SH 550	4,000.00	34,343.24	100,000.00	65,656.76	26,665.63
Returned Bank Pmt Fees	0.00	48.00	0.00	(48.00)	36.00
Interop Collection Fees	7,112.53	42,694.74	40,000.00	(2,694.74)	19,362.13
PBM Add on Fees	0.00	547.21	5,000.00	4,452.79	17,038.29
PBM Image Review	0.00	0.00	0.00	0.00	11,539.40
PBM Pre-Court Program	359.87	1,496.15	4,000.00	2,503.85	477.85
Office Supplies	921.33	7,299.87	25,000.00	17,700.13	8,578.81
2014 CO Bonds	0.00	84,775.00	169,550.00	84,775.00	0.00
2015 CO Bonds Interest Expense	0.00	73,343.76	146,688.00	73,344.24	0.00
2016 Series Toll Revenue Bonds	0.00	324,850.00	649,700.00	324,850.00	0.00
Postage	20,000.00	79,498.35	210,000.00	130,501.65	35,537.19
Rent	1,288.66	8,670.59	25,000.00	16,329.41	5,976.47
Travel	681.72	2,579.09	12,000.00	9,420.91	6,249.15
Utilities	3,351.13	20,826.65	50,000.00	29,173.35	23,633.24
Bridge Interoperability Maintenance	0.00	0.00	2,250.00	2,250.00	0.00
Toll Road Property Insurance	0.00	29,559.00	80,000.00	50,441.00	32,767.50
Toll Operational Support	0.00	56,590.50	100,000.00	43,409.50	23,440.00
Toll System Provider Maintenance	0.00	113,032.77	168,000.00	54,967.23	79,375.00
BOS System Provider Maintenance	14,639.63	81,256.94	180,000.00	98,743.06	28,686.68
Merchant Card Services	2,430.88	19,384.91	45,000.00	25,615.09	2,892.22
Out of State DMV	615.68	2,943.20	0.00	(2,943.20)	0.00
Total Toll Operating Expenses	108,385.09	1,887,884.84	3,956,319.00	2,068,434.16	485,351.96
Changes in Net Assets	113,806.78	(514,984.30)	(1,967,319.00)	1,452,334.70	194,929.03

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
 Combined Statement of Revenues Expenses - Unposted Transactions Included In Report  
 From 3/1/2018 Through 3/31/2018

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Prior Year Actual
Operating Revenues					
Vehicle registration fees	355,200.00	1,527,220.00	3,150,000.00	(1,622,780.00)	1,480,980.00
Toll revenues	375,386.39	2,493,258.27	2,004,000.00	489,258.27	952,168.99
TRZ revenue	0.00	0.00	275,000.00	(275,000.00)	0.00
Other revenue	<u>996,091.25</u>	<u>3,842,825.14</u>	<u>10,177,938.00</u>	<u>(6,335,112.86)</u>	<u>165,973.20</u>
Total Operating Revenues	<u>1,726,677.64</u>	<u>7,863,303.41</u>	<u>15,606,938.00</u>	<u>(7,743,634.59)</u>	<u>2,599,122.19</u>
Operating Expenses					
Personnel costs	125,567.12	622,781.74	1,124,940.00	502,158.26	443,456.41
Accounting software and services	402.00	2,064.00	10,000.00	7,936.00	0.00
Professional services	0.00	46,500.00	185,000.00	138,500.00	139,756.00
Contractual services	4,737.53	31,314.96	390,000.00	358,685.04	71,048.51
Debt interest	0.00	1,832,123.26	4,463,891.00	2,631,767.74	1,644,110.07
Advertising & marketing	8,502.50	23,638.90	85,000.00	61,361.10	27,603.28
Data processing	222.02	5,428.52	10,000.00	4,571.48	1,455.00
Dues & memberships	0.00	5,346.16	25,000.00	19,653.84	4,010.46
Education & training	104.37	2,237.37	14,000.00	11,762.63	2,210.36
Fiscal agent fees	(346.34)	3,073.66	45,000.00	41,926.34	2,170.00
Insurance	0.00	33,611.50	85,000.00	51,388.50	34,590.38
Maintenance & repairs	2,005.00	10,155.00	35,000.00	24,845.00	11,456.42
Office supplies	24,932.36	118,768.28	297,562.00	178,793.72	58,185.42
Road maintenance	21,070.51	248,017.86	495,250.00	247,232.14	137,619.53
Rent	1,246.55	30,227.93	67,000.00	36,772.07	19,600.14
Toll services	8,088.08	104,319.80	149,000.00	44,680.20	71,893.67
Travel	3,226.43	16,239.63	37,000.00	20,760.37	15,093.40
Utilities	4,265.37	24,762.25	58,000.00	33,237.75	26,175.55
Other expenses	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>5,000.00</u>	<u>0.00</u>
Total Operating Expenses	<u>204,023.50</u>	<u>3,160,610.82</u>	<u>7,581,643.00</u>	<u>4,421,032.18</u>	<u>2,710,434.60</u>
Non Operating Revenue					
Interest income	1,780.93	12,335.08	15,000.00	(2,664.92)	3,355.00
Other Financing sources	<u>3,900.13</u>	<u>56,550.21</u>	<u>50,000.00</u>	<u>6,550.21</u>	<u>0.00</u>
Total Non Operating Revenue	<u>5,681.06</u>	<u>68,885.29</u>	<u>65,000.00</u>	<u>3,885.29</u>	<u>3,355.00</u>
Changes in Net Assets	<u>1,528,335.20</u>	<u>4,771,577.88</u>	<u>8,090,295.00</u>	<u>(3,318,717.12)</u>	<u>(107,957.41)</u>
Net Assets Beginning of Year	<u>3,243,242.68</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Net Assets End of Year	<u>4,771,577.88</u>	<u>4,771,577.88</u>	<u>8,090,295.00</u>	<u>(3,318,717.12)</u>	<u>(107,957.41)</u>

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
Capital Project Expenses - Summarized - Unposted Transactions Included In Report  
From 3/1/2018 Through 3/31/2018

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original
Capital Projects				
South Padre Island 2nd Access	3,594	28,028	1,250,000	1,221,972
Outer Parkway	0	166,276	1,500,000	1,333,724
FM 1925	0	0	125,000	125,000
West Rail Relocation	44,247	340,564	500,000	159,436
SH 550	14,911	2,922,277	8,350,000	5,427,723
SH 32 (East Loop)	514	59,130	5,000,000	4,940,870
Port Connector - SH32	0	53,408	0	(53,408)
Port Isabel Access Rd	0	0	50,000	50,000
Spur 54 Project	0	16,834	15,000	(1,834)
CC- Veterans Bridge	18,200	182,782	0	(182,782)
Pharr-Reynosa Intl Bridge	0	326,569	0	(326,569)
Toll Equipment & Operational Infrastructure	0	6,216	1,450,000	1,443,784
Total Capital Projects	<u>81,466</u>	<u>4,102,084</u>	<u>18,240,000</u>	<u>14,137,916</u>

## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet  
As of 3/31/2018  
(In Whole Numbers)

	<u>Current Year</u>
<b>ASSETS</b>	
Current Assets:	
Cash and cash equivalents	1,744,324
Restricted cash accounts - debt service	6,120,607
Accounts receivable	
TPS Accounts Receivable	2,227,466
Allowance Accounts Receivable - Tolls	(882,820)
TPS RBP Accounts Receivable	55,896
Vehicle Registration Fees - Receivable	<u>818,036</u>
Total Accounts receivable	2,218,578
Accounts receivable - other agencies	
Accounts Receivable - Other Agencies	53,625
Due from Other Agencies	<u>1,758,995</u>
Total Accounts receivable - other agencies	1,812,620
Prepaid expenses	<u>10,378</u>
Total Current Assets:	11,906,507
Non Current Assets:	
Capital assets, net	100,932,829
Capital projects in progress	28,329,715
Redevelopment Assets/Other Agencies	
Other Assets	47,382,303
CC FAST Lanes Project Veterans Bridge	121,470
CC Primary Lanes Veterans Bridge	58,981
Pharr Reynosa Intl Bridge Project	<u>318,169</u>
Total Redevelopment Assets/Other Agencies	47,880,923
Unamortized bond prepaid costs	<u>114,104</u>
Total Non Current Assets:	177,257,571
Other	
Deferred Outflows - Differences between expected & actual	47,251
Deferred Outflow - Changes of Assumption	1,086
Deferred Outflows - Net difference projected & actual	7,703
Deferred Outflows - Contributions and measurement date	48,656
Other	<u>1,428</u>
Total Other	<u>106,124</u>
Total ASSETS	<u>189,270,201</u>
<b>LIABILITIES</b>	
Current Liabilities	
Accounts payable	
AP - Operations	77,091
AP - Project Exenditures	<u>1,449,895</u>
Total Accounts payable	1,526,985
Accrued expenses	429,279
Payroll liabilities	7,192
Line of Credit	
Line of Credit - TRB	<u>403,332</u>



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Balance Sheet  
As of 3/31/2018  
(In Whole Numbers)

	<u>Current Year</u>
Total Line of Credit	403,332
Deferred revenue	<u>5,204</u>
Total Current Liabilities	2,371,993
Non Current Liabilities	
Due to other agencies	
Cameron County	167,500
Due to other Entity's	2,014,428
Union Pacific - West Rail Project	31,086,807
Union Pacific - Olmito Switchyard	9,919,811
Pharr-Reynosa Project- Accumulation	583,293
Cameron County POV Expansion Veterans	35,512
County Fast Lane Veterans Bridge	<u>96,356</u>
Total Due to other agencies	43,903,706
Due to TxDot	
TxDot FAA - South Padre Island	12,991,920
TxDot FAA - West Parkway	2,244,589
TxDot FAA - Outer Parkway	<u>699,933</u>
Total Due to TxDot	15,936,442
Long term bond payable	<u>77,298,016</u>
Total Non Current Liabilities	137,138,164
Other	
Deferred Inflows	<u>3,826</u>
Total Other	<u>3,826</u>
Total LIABILITIES	<u>139,513,983</u>
NET POSITION	
Beginning net position	<u>45,353,103</u>
Total Beginning net position	45,353,103
Changes in net position	<u>4,403,115</u>
Total Changes in net position	<u>4,403,115</u>
Total NET POSITION	<u>49,756,218</u>
TOTAL LIABILITIES AND NET POSITION	<u>189,270,201</u>

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Statement of Cash Flows  
As of 3/31/2018

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from Vehicle Registration Fees	260,230.00	1,394,690.00
Receipts from MSB/Interop Toll revenues	104,096.85	368,289.97
Receipts from TPS Toll Revenues	(149,051.46)	675,743.89
Receipts from Other Operating Revenues	3,900.13	222,918.28
Payments to Vendors	(104,367.74)	(727,917.17)
Payments to Employees	(117,736.42)	(632,116.93)
Total Cash Flows from Operating Activities	<u>(2,928.64)</u>	<u>1,301,608.04</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of Property and Equipment	24.24	(50,589.09)
Acquisitions of Construction in Progress	(315,329.16)	(4,712,709.38)
Payments on interest	0.00	(1,603,750.59)
Payments on Bond Principal	0.00	(5,365,000.00)
Bond and Debt Proceeds	(579,423.17)	4,723,079.16
Proceeds related to Redevelopment Assets	(322,958.14)	927,506.22
Advances on FAA and Grant Proceeds	<u>996,091.25</u>	<u>5,145,341.55</u>
Total Cash Flows from Capital and Related Financing Activities	<u>(221,594.98)</u>	<u>(936,122.13)</u>
Cash Flows from Investing Activities		
Receipts from Interest Income	<u>1,780.93</u>	<u>12,335.08</u>
Total Cash Flows from Investing Activities	<u>1,780.93</u>	<u>12,335.08</u>
Beginning Cash & Cash Equivalents	<u>8,087,673.31</u>	<u>7,487,109.63</u>
Ending Cash & Cash Equivalents	<u>7,864,930.62</u>	<u>7,864,930.62</u>

**4-C    CONSIDERATION AND APPROVAL OF THE CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY QUARTERLY INVESTMENT  
REPORT AND AUTHORIZE STAFF TO RENEW TWO CERTIFICATE OF  
DEPOSIT'S THAT WILL MATURE ON JUNE 8, 2018 AT TEXAS  
REGIONAL BANK.**



4C

## Investment Report

**TO: CCRMA Board of Directors**

**FROM: Adrian Rincones**  
**Chief Financial Officer**

Digitally signed by Jesus A Rincones  
DN: cn=Jesus A Rincones,  
o=CCRMA, ou,  
email=arincones@ccrma.org,  
c=US  
Date: 2018.05.04 10:26:10 -05'00'

**DATE: May 10, 2018**

**SUBJ: Quarterly Report of CCRMA Investments**

The Texas Public Funds Investment Act requires that at a minimum on a quarterly basis the following investment report be presented to the Board of Directors. Below is a summary of the current CCRMA investments which comply with the investment strategies approved in the most current CCRMA Investment Policy.

	<u>Certificate of Deposit</u>	<u>Beginning Market Value</u>	<u>Ending Market Value</u>	<u>Date Opened</u>	<u>Term</u>	<u>Maturity Date</u>	<u>Average Yield</u>	<u>Interest earned and accrued as of 04/30/2018</u>
<b>2010A Bond</b>								
<b>Reserves</b>	28746	\$ 750,000.00	\$ 764,744.88	12/8/2015	18 months	12/8/2018	0.80%	\$ 1,131.40
	28747	\$ 288,586.89	\$ 291,657.94	12/8/2016	6 months	6/8/2018	0.46%	\$ 258.90
<b>2010B Bond</b>								
<b>Reserves</b>	28748	\$ 900,000.00	\$ 917,693.88	12/8/2015	18 months	12/8/2018	0.80%	\$ 1,357.68
	28749	\$ 318,153.81	\$ 321,539.50	12/8/2016	6 months	6/8/2018	0.46%	\$ 285.42
		\$ 2,256,740.70	\$ 2,295,636.20					\$ 3,033.40
Total Market Value of Principal and Accrued Interest								\$ 2,298,669.60
Required level of security at 102%								\$ 2,344,642.99

<u>Collateral Pledged</u>	<u>Cusip</u>	<u>Market Value 04/30/18</u>	<u>FDIC Insurance</u>	<u>Total Pledged &amp; Insured Value</u>	<u>Safekeeping Location</u>
HALE CO	405468CT4	\$ 246,550.00		\$ 246,550.00	Federal Home Loan Bank
FNMA15	31417UZ40	\$ 4,772.11		\$ 4,772.11	Federal Home Loan Bank
FNMA15	3138AURT6	\$ 350,684.53		\$ 350,684.53	
FNMA15	3138W9GC8	\$ 718,505.04		\$ 718,505.04	Federal Home Loan Bank
FNMA 15	3138WA5D5	\$ 769,038.08		\$ 769,038.08	Federal Home Loan Bank
PINE	723002MK4	\$ 111,781.00		\$ 111,781.00	Federal Home Loan Bank
					Federal Deposit Insurance Corporation
		\$ 2,201,330.76	\$ 250,000.00	\$ 2,451,330.76	

I certify this report complies with the Internal Management Reports section of the Texas Public Funds Investment Act.

Inst : 029  
Report: COD/3200-034 9.00.2  
System: 05/01/2018 03:15

TEXAS REGIONAL BANK  
CERTIFICATES OF DEPOSIT SYSTEM  
PUBLIC FUNDS

Page: 7  
Run Date: 04/30/2018  
Processed Thru: 04/30/2018

CERTIFICATE	BR	NAME	CL	RSP TYP	CURRENT BALANCE	CURRENT ACCRUED	RATE	MHIT TERM	MATURITY DATE	ISSUED DATE
28746	07	CAMERON COUNTY REGIONAL MOBILITY	08	PFA 518	764,744.88	1,131.40	1.0000	0 Q 18	12/08/18	12/08/15
28747	07	CAMERON COUNTY REGIONAL MOBILITY	08	PFA 518	291,657.94	258.90	.6000	0 Q 6	06/08/18	12/08/15
28748	07	CAMERON COUNTY REGIONAL MOBILITY	08	PFA 518	917,693.88	1,357.68	1.0000	0 Q 18	12/08/18	12/08/15
28749	07	CAMERON COUNTY REGIONAL MOBILITY	08	PFA 518	321,539.50	285.42	.6000	0 Q 6	06/08/18	12/08/15
TOTALS FOR TYPE 518						3,033.40	0.8932W	2,256,740.70		
PREVIOUS BALANCE						2,295,636.20				
CURRENT BALANCE						2,295,636.20				
NUMBER						4				
ORIGINAL AMOUNT						318,153.81				
ORIGINAL AMOUNT						750,000.00				
ORIGINAL AMOUNT						288,586.89				
ORIGINAL AMOUNT						900,000.00				
ORIGINAL AMOUNT						318,153.81				

# Pledges By Pledgee And Maturity

BBA

Pledged To: CAMERON CO REG MOBILITY AUTH

Texas Regional Bank - McAllen, TX

As Of 4/30/2018

Page 8 of 28

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		
								Original Face	Par	Book Value Market Value
FHLB: FED HOME LOAN BANK	405468CT4	AFS	HALE CO-TXBL-NTS TX 23 02/15/23		3.00	AA-	250,000.00 100.00%	250,000.00	250,000.00	261,349.48 246,550.00
FHLB: FED HOME LOAN BANK	31417UZ40	AFS	FNMA 15YR 01/01/25		AC7962 4.50		4,861,587.00 0.82%	40,000.00	4,595.39	4,835.22 4,772.11
FHLB: FED HOME LOAN BANK	3138AURT6	AFS	FNMA 15YR 10/01/26		AJ3197 3.50		3,200,000.00 3.13%	100,000.00	28,830.73	29,993.29 29,223.71
FHLB: FED HOME LOAN BANK	3138AURT6	AFS	FNMA 15YR 10/01/26		AJ3197 3.50		3,200,000.00 6.25%	200,000.00	57,661.46	59,986.57 58,447.42
FHLB: FED HOME LOAN BANK	3138AURT6	AFS	FNMA 15YR 10/01/26		AJ3197 3.50		3,200,000.00 6.25%	200,000.00	57,661.46	59,986.57 58,447.42
FHLB: FED HOME LOAN BANK	3138AURT6	AFS	FNMA 15YR 10/01/26		AJ3197 3.50		3,200,000.00 15.63%	500,000.00	144,153.65	149,966.43 146,118.56
FHLB: FED HOME LOAN BANK	3138W9GC8	AFS	FNMA 15YR 08/01/28		AS0194 3.00		1,500,000.00 100.00%	1,500,000.00	721,723.62	752,495.55 718,505.04
FHLB: FED HOME LOAN BANK	3138WA5D5	AFS	FNMA 15YR 02/01/29		AS1743 3.00		1,650,000.00 100.00%	1,650,000.00	773,079.05	802,471.88 769,038.08
FHLB: FED HOME LOAN BANK	723002MK4	AFS	PINE TREE ISD-REF TX 30 02/15/30		4.00	AAA	250,000.00 10.00%	25,000.00	25,000.00	27,918.58 27,945.25
FHLB: FED HOME LOAN BANK	723002MK4	AFS	PINE TREE ISD-REF TX 30 02/15/30		4.00	AAA	250,000.00 30.00%	75,000.00	75,000.00	83,755.73 83,835.75
11 Securities Pledged To: CAME - CAMERON CO REG MOBILITY AUTH								4,740,000.00	2,195,366.82	2,292,745.88 2,201,330.76

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

4/30/2018 3:06 PM - JDB / TRBC

**4-E    CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT  
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY  
AUTHORITY AND THE CITY OF BROWNSVILLE TO DEVELOP  
HIGHWAY AND AIRPORT PROJECTS.**

STATE OF TEXAS        )  
                                  )  
CAMERON COUNTY        )

### INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into and between the CITY OF BROWNSVILLE, TEXAS hereinafter referred to as "CITY" and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA", pursuant to V.T.C.A., Government Code, and Chapter 791, whereby:

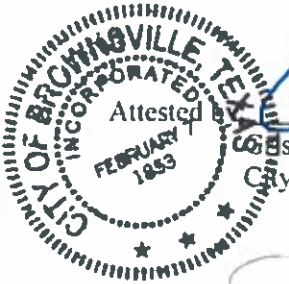
1. **PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT:** To allow the CCRMA to develop Highway and Airport projects through the Advanced Project Development (Environmental) and Design Phase on behalf of CITY.
2. **PROJECT TO BE COMPLETED:** To advance Projects through the Advanced Project Development and Design Phases. The Projects will be determined by the Brownsville Mayor and City Commission, City Staff, including City Manager, City Engineer and Airport Director.
3. **CCRMA HEREBY AGREES TO:**
  - a. To coordinate with the proper agencies to advance the Project through the Advanced Project Development and Design Phases.
  - b. To provide monthly progress reports of activities to the CITY, including preliminary cost estimate and project schedule.
  - c. To provide for early consultations with the environmental agencies.
  - d. To coordinate with local MPO's funding opportunities for the Project.
  - e. To utilize their General Engineering Consultants to perform the necessary Advanced Project Development and Design Tasks.
  - f. To coordinate Projects with the Texas Department of Transportation (TxDOT).
  - g. To coordinate Projects with the Federal Aviation Administration (FAA).
  - h. To assist CITY through the Advance Funding Agreement (AFA) process with TxDOT and with the FAA.
4. **CITY HEREBY AGREES TO:**
  - a. To provide funding from CAT 7 federal grants for the Advanced Project Development and Design Phases of the Project.
  - b. To provide local contribution required for the use of CAT 7 funds for the Advanced Project Development and Design Phases of the Project.
  - c. To manage and administer any environmental permits required for the development of the Project.
5. CCRMA will submit to CITY the scope and fee for the Project and will not commence work without CITY approval of the scope and fee.
6. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of



the fiscal period for which appropriations were made without penalty, liability or expense to the Party.

7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CITY and CCRMA. The Interlocal Cooperation Agreement expires when the Project is completed or a 30 day termination notice is given by either CITY or CCRMA.
8. The Rules, Regulations and Orders of CITY shall govern this Interlocal Cooperation Agreement and the Parties agree that CITY shall supervise the performance of this Interlocal Cooperation Agreement.
9. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CITY OF BROWNSVILLE CITY COMMISSION and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS.

Executed on this 3rd day of April, 2018.



Attested by:

Horacio Barrera  
CCRMA Secretary

Antonio Martinez

Antonio Martinez  
Mayor of Brownsville

Frank Parker, Jr.

Frank Parker, Jr.  
CCRMA Chairman

"Approved as to Form and Legality

This 22 day of MARCH '18

TNS  
Title ACA

Office of the Brownsville City Attorney

**4-F    CONSIDERATION AND AUTHORIZATION TO AMEND AND INCREASE  
THE LINE OF CREDIT WITH TEXAS REGIONAL BANK TO INCLUDE  
THE FOLLOWING PROJECTS, SH 550 GAP 1, SH 550 GAP 2, MORRISON  
ROAD, WHIPPLE ROAD, SH 32 AND FM 509.**



4F

## MEMORANDUM

**TO: CCRMA Board of Directors**

**FROM: Adrian Rincones**

Digitally signed by Adrian A.  
Rincones  
DN: cn=Adrian A. Rincones,  
o=CCRMA, ou,  
c=US  
Date: 2018.05.04 11:05:21  
-05'00'

**DATE: May 4, 2018**

**SUBJ: Consideration and Authorization to amend and increase Line of Credit with Texas Regional Bank to include the following projects, SH 550 GAP I, SH 550 GAP II, Morrison Road, Whipple Road, SH 32, and FM 509**

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The CCRMA currently has a line of credit with Texas Regional Bank with a maximum limit of \$1,000,000. The purpose of the line of credit is to fund identified projects in which Federal or State funds will be reimbursed to the CCRMA to repay any advance. The line of credit provides the operations of the CCRMA the opportunity to advance projects quicker and minimize cash flow interruptions.

With the addition of more projects in which the CCRMA will be developing through interlocal agreements with Federal and State Funds, staff is recommending an increase to the line of credit of \$1,000,000 for a total limit of \$2,000,000 for the restricted use of the following projects:

- SH 550 GAP I
- SH 550 GAP II
- Morrison Road
- Whipple Road
- SH 32 East Loop
- FM 509

The Current rate proposed for our line of credit is .45 basis points above the wall street journal prime rate.

Staff recommends approval.

**4-G CONSIDERATION AND APPROVAL OF GENERAL ENGINEERING  
CONTRACT BETWEEN THE CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY AND FIGG ENGINEERING.**

---

**CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY**

**AGREEMENT FOR**

**GENERAL CONSULTING  
CIVIL ENGINEERING SERVICES**

**FIGG BRIDGE ENGINEERS, INC.**

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**Appendix A Scope of Consultant Services**

**Appendix B Rate Schedule**

**Appendix C Key Personnel**

**Appendix D Work Authorization**

**Appendix E RFQ and RFP Response**



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

**THIS AGREEMENT**, made as of this 10<sup>th</sup> day of May 2018, by and between the **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY** ("CCRMA"), 3461 Carmen Avenue, Rancho Viejo, Texas 78575, hereinafter referred to as the "Authority", and **FIGG BRIDGE ENGINEERS, INC.**, 424 North Calhoun Street, Tallahassee, Florida 32301, hereinafter referred to as the "GEC".

**WITNESSETH:**

**WHEREAS**, pursuant to a qualifications-based selections process consistent with provisions of federal regulations (23 C.F.R. § 172), the Professional Services Procurement Act (Tex. Gov't Code § 2254.001. *et seq.*), and the Authority's "Policies and Procedures Governing Procurements of Goods and Services," the Authority sought to identify and obtain the Services of one or more qualified engineering firms to provide general consulting civil engineering services as the General Engineering Consultant(s) (or "GEC") for the Authority; and

**WHEREAS**, firms submitted responses setting forth their respective qualifications for the work, and firms made oral presentations to the Authority; and

**WHEREAS**, Figg Bridge Engineers, Inc., was selected by CCRMA as one of the firms to serve as a GEC for the Authority; and

**WHEREAS**, this Agreement has been negotiated and finalized between those parties and provides for the provision of Services (as defined below) to the Authority at a fair and reasonable price.

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 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, and all other Services, all in accordance with the standards customarily possessed and exercised by a practicing member of the engineering profession enjoying a favorable 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 Authority's Strategic Plan and periodic amendments thereto (required by Tex. Transp. Code § 370.261), 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, operating as an independent contractor as set forth herein, is operating as an extension of the Authority's staff, the Authority shall use reasonable efforts, but at no additional cost to the Authority, to require all construction contractors and design engineers performing Services on any Project for which the Authority is the procuring entity and is 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 CONSULTANT 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: project management; feasibility studies and evaluation; project initiation and coordination; environmental compliance; right of way acquisition and utilities accommodations; plans, specifications, and estimates including detailed design work; project procurement and contract administration services; construction management and inspection services; project maintenance; transportation programming services; project funding support and compliance with Federal and State funding source requirements; 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 in the Scope

of Consultant 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. **MAXIMUM CONTRACT AMOUNT.** The maximum amount that may be awarded under this Contract is \$6,000,000. This amount may be changed through an executed amendment to this contract.

b. **AUTHORIZED METHODS OF COMPENSATION.** The basis for payment under this Agreement will include all of the following acceptable payment methods: (i) lump sum, (ii) cost plus fixed fee, (iii) cost per unit of work, or (iv) specific rates of compensation as described in Section 4.c. Work Authorizations issued pursuant to this Agreement shall specify which of the acceptable payment methods shall be applied as determined by the Authority to be most appropriate for the elements or scope of work within the Work Authorization. The "cost plus a percentage of cost" and "percentage of construction cost" methods of payment shall not be used for any work funded in whole or in part with federal funds. The lump

sum payment method shall only be used when the Authority has established the extent, scope, complexity, character, and duration of the work to be required to a degree that fair and reasonable compensation, including a fixed fee, can be determined at the time of negotiation. When the method of payment is other than lump sum, the Work Authorization shall specify a maximum amount payable which shall not be exceeded unless adjusted by a contract modification.

c. **SPECIFIC RATES OF COMPENSATION METHOD.** The specific rates of compensation payment method provides for reimbursement on the basis of direct labor hours at specified fixed hourly rates (including direct labor costs, indirect costs, and fee or profit) plus any other direct expenses or costs, subject to an agreed maximum amount. The specific rates of compensation payment method shall be 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.d. and 4.e. 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 Consultant Services, together with overhead and, except as described in subsection 4.f. 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.e. below.

d. **THE MULTIPLIER.** The applicable multiplier for all GEC employees providing Services under this Agreement (the "Multiplier") shall be calculated pursuant to subsection 4.e and the Appendices. The profit rate shall be twelve percent (12%) for each GEC; however, the Multiplier is unique to each GEC given each GEC's applicable overhead rate. 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.

e. **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, or

subcontracts for, GEC or comparable work for the Texas Department of Transportation ("TxDOT"). To the extent required by applicable law, including but not limited to 23 C.F.R. § 172.11, indirect rates assessed or charged under this Agreement must be approved by a State Transportation Agency and must be certified as FAR compliant. For the purposes of this Agreement, the initial Multiplier is based upon the GEC's applicable overhead rate times direct labor cost, plus profit. The direct labor cost is computed as follows:  $1 + [\text{applicable overhead rate}] \times [\text{profit rate (12\%)}]$ .

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, 2019, 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.

f. **EXPENSES.** As indicated above, the compensation computed in accordance with subsections 4.c., d., and e. 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's Executive Director, 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.f., such costs incurred by the GEC to bring to its local office or the Authority's facilities, with advance approval by the Authority's Executive Director, 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.n.

g. **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.

h. **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 the 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 directly pertinent to this Agreement shall be made available during the GEC's normal business hours to the Authority, TxDOT, the Federal Highway Administration ("FHWA"), the Inspector General of the U.S. Department of Transportation, or the Comptroller General of the United States, or any of their duly authorized representatives. The GEC shall maintain all books, documents, papers, and records and other evidence directly pertinent to the Agreement, including materials 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. The GEC shall make such materials available upon request in physical or portable format. All books and records shall be available for inspection, review, examination, copying, excerpts, transcriptions, and auditing throughout the term of this Agreement and for three (3) years after the Authority makes final payment and all other pending matters are closed, or for any other period as defined in 2 CFR § 200.333. 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.

i. **EFFECT OF PAYMENTS.** No payment by the Authority shall relieve the GEC of its obligation to timely deliver the Services required under this Agreement. By approving or paying for any Service, product or other deliverable, the GEC expressly agrees that the Authority does not waive any of its rights under this Agreement with regard to the GEC's obligations and requirements under this Agreement for said Service, product or deliverable. In addition to all other rights provided in this Agreement, the Authority shall have the right to offset 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.

j. **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.

k. **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.

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

Bank Name:	Atlantic Capital Bank
ABA Number:	06112102
Account Name:	Figg Bridge Engineers, Inc. 3280 Peachtree Rd. NE, Suite 1600 Atlanta, GA 30305
Account Number:	1500166416

m. **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, for any reason.

(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 for said disputed amounts shall not commence until such dispute is resolved.

n. **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.

o. **ON-CALL OR INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ).** This Agreement shall be one of on-call or Indefinite Delivery/Indefinite Quantity (IDIQ). The Services under this Agreement were procured using competitive negotiation, as required in 23 C.F.R. § 172.9. 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. 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. No representation or assurance has been made on behalf of the Authority to the GEC as to the total compensation that will be paid to the GEC under this Agreement.

p. COMPENSATION OF SUBCONSULTANTS. As noted in the Request for Qualifications by which the GEC was procured, it is anticipated that the GEC may utilize the services of subconsultants to respond to certain assignments under this Agreement. The selection and Services to be provided by subconsultants must be approved, in advance, by the Authority's Executive Director. 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. For this Agreement, the GEC agrees that the DBE percentage goal shall generally be 12.6% subject to the provisions herein. Each monthly invoice shall include a summary of the DBE participation achieved and the percentage of Services performed by local firms. The DBE percentage goal shall be provided in each applicable Work Authorization, and each applicable Work Authorization may have a different percentage for the DBE percentage goal in the event that Federal Funds are used for the applicable Work Authorization or for some other lawful reason.

q. **COMPLIANCE WITH FEDERAL AND STATE COST PRINCIPLES.** To the extent that TxDOT, FHWA, or other State or Federal agencies make assistance available on a cost reimbursement basis, the GEC will be obligated to assure that all work performed and all costs incurred on a project receiving financial assistance are allowable in accordance with the Federal cost principles and, with regard to Federal-aid projects, in accordance with 23 C.F.R. § 172.11. To be eligible for reimbursement, all consultant costs must be allowable in accordance with the Federal cost principles, consistent with the terms of this Agreement, and accepted by the Authority as to quality and progress of the work. Consultants shall be responsible for accounting for costs appropriately and for maintaining records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, are allocable to the contract, and comply with Federal cost principles. Any costs paid by the Authority to the GEC that are later found to be ineligible or unallowable under this subsection 4.q. shall promptly be refunded by GEC to the Authority.

5. **TIME OF PERFORMANCE.**

It is understood and agreed that the term of this Agreement shall be for three (3) years, commencing May 10, 2018, and concluding May 9, 2021, subject to the earlier termination of this Agreement pursuant to Sections 6 or 7 below or further extension upon agreement of both parties. This Agreement may be extended upon agreement of both parties for one additional two (2) year term.

6. **TERMINATION FOR DEFAULT.**

Time is of the essence 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 this Agreement 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. The parties agree, however, that the GEC shall be provided sufficient time to employ sound professional practices and shall not be held responsible for delays in performance occasioned by factors beyond the GEC's reasonable control and which could not have been foreseen with the exercise of reasonable care. 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. Dispute resolution procedures identified in this Agreement shall be followed in the event of a termination that is disputed by the GEC.

**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 any portion of 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 or cancelation of the Services in accordance with this Section 9. Such delays or hindrances, if any, shall be provided for by an extension of time for such reasonable periods as the Authority may decide and may be provided for by an equitable adjustment to the GEC's compensation in an amount, if any, deemed reasonable by the Authority. 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, 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 performance of the Services. The GEC shall furnish the Authority with a fully qualified candidate for the removed person within ten (10) calendar 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 best 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/she 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) periodically (at such intervals directed by the Executive Director) (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 period. 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 at such times as the Authority deems necessary.

**12. PERSONNEL AT AUTHORITY'S FACILITIES.**

The Authority may at any time, following reasonable notice and a written agreement by the Authority and the GEC on schedule and compensation, 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.d. 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, logs, survey notes, test procedures, test data, recommendations, reports, 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. Further, any plans, specifications, reports, or studies that are produced under this Agreement and owned by the GEC shall transfer in ownership to the Authority upon payment therefore. If at any time demand is made by the Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such materials, records, and/or documents 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 a 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. As set forth in Section 4, the basis for payment on each Work Authorization will be either (i) lump sum, (ii) cost plus fixed fee, (iii) cost per unit of work, or (iv) specific rates of compensation. The Work Authorization shall specify which of the acceptable payment methods shall be applied as determined by the Authority to be most appropriate for the elements or scope of work within the Work Authorization. In no case will the maximum specified payment stated in the Work Authorization 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 pursuant to 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 during the previous month under each outstanding 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 performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, environmental laws, federal and state procurement statutes and regulations, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the Authority's enabling legislation (Tex. Transp. Code, Chapter 370), 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. In addition, the following assurances and disclosures are incorporated by reference into this Agreement: (i) Standard U.S. Department of Transportation Title VI Assurances (DOT Order 1050.2), (ii) Disadvantaged Business Enterprise (DBE) assurance as specified in 49 C.F.R. 26.13(b), and (iii) the lobbying certification and disclosure as specified in 49 C.F.R. part 20.

**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 described below. If the GEC's present coverage is insufficient, then the GEC shall obtain additional coverage prior to the initiation of any work. No Notice to Proceed shall be effective unless the GEC has the insurance required by this Agreement and the applicable Work Authorization. Notwithstanding any other provision of this Agreement, the Authority

reserves the right to increase any of the insurance policy limits as well as provide for additional insurance coverages in any Work Authorization. Insurance policy limits shall not be subject to erosion through the cost of defense, such that the full amount of the coverage limits required in this Agreement shall be available to pay damages, losses, and amounts owed exclusive of attorney's fees and other costs of defense (including costs of appeals).

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 \$2,000,000 for bodily injury, including those resulting in death, and \$2,000,000 for property damage on account of any one occurrence, with an aggregate limit of \$2,000,000. Coverage may be provided under an umbrella policy that follows form.

c. **BUSINESS AUTOMOBILE LIABILITY INSURANCE.** On a comprehensive insuring form applying to owned, non-owned, and hired automobiles in an amount not less than \$5,000,000 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. Coverage may be provided under an umbrella policy that follows form.

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/ERRORS AND OMISSIONS 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., e., and f., 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, 3461 Carmen Ave., Rancho Viejo, Texas 78575, Attention: Executive Director."

**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 WORK 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. THE GEC HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE GEC.

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 a 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, 3461 Carmen Avenue, Rancho Viejo, Texas 78575, 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 Figg Bridge Engineers, Inc., 424 North Calhoun Street, Tallahassee, Florida 32301, Attn: \_\_\_\_\_, 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 the GEC's receipt of notice of the 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. The GEC's receipt of notice shall be deemed to have occurred in accordance with section 21(c).

**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. Venue for any cause of action arising out of or related to this Agreement shall be in Cameron County, Texas.

**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. As set forth in Section 6, 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 and the GEC shall perform the Services with due diligence and as expeditiously as is prudent considering ordinary professional skill and care of a competent professional engineer.

**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 the request for proposals and 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.

*(Signature Page to Follow)*




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

**CAMERON COUNTY REGIONAL MOBILITY  
AUTHORITY**

By:   
Name: Frank Parker, Jr., Chairman  
Date: May 10, 2018

**FIGG BRIDGE ENGINEERS, INC.**

By:   
Name/Title: LINDA FIGG, PRESIDENT/CEO  
Date: MAY 3, 2018

**APPENDIX A**  
**SCOPE OF CONSULTANT SERVICES**

**APPENDIX A**  
**SCOPE OF CONSULTANT SERVICES**  
**FOR**  
**GENERAL CONSULTING ENGINEERING SERVICES**

The following describes the generic scope of consultant services that the GEC may be requested to provide. It is the intent of the CCRMA to enter into a Work Authorization type agreement where a specific scope and fee will be developed for each work authorization.

**1. Project management**

The GEC shall furnish Project Managers to provide overall management of assigned projects through all stages of development beginning with the feasibility stage through construction of the project. The Project Manager will manage all activities assigned to the GEC and coordinate their activities with the staff of The CCRMA. The Project Manager will be responsible the GEC services are provided on time, on schedule and meet quality standards. He/She must be able to convert technical information to understandable public messaging.

**2. Feasibility studies and evaluation**

GEC Services shall be inclusive of all services required to identify potential routes to the extent necessary to estimate and evaluate the cost, environmental impacts and technical feasibility of alternate routes. The projects may consist of new location or expansion of existing facilities including toll projects.

Fiscal feasibility analyses of the potential of financing from capital created by the issuance of toll revenue bonds or other sources may be conducted jointly among The CCRMA, the GEC, the traffic and revenue engineers, financial advisors, general counselors, bond counselors, and investment bankers separately retained by The CCRMA.

**3. Project initiation and coordination**

GEC Services shall be inclusive of project initiation meetings with CCRMA staff, TxDOT district project coordinators, County, City officials, MPO's and other relative agencies. Meetings may involve presentations, agendas, conceptual maps and project development schedules should all be available and prepared and presented in a professional manner.

#### 4. Environmental Compliance

GEC Services may include all levels of environmental compliance and document preparation in accordance with the National Environmental Protection Act (NEPA) and in accordance with Federal and State reviewing agencies. Environmental compliance may include preparation of any type of environmental document such as categorical exclusion, environmental assessment, or environmental impact statements. Services may include the acquiring of permits such as Presidential permit, Army Corp of Engineers permits, U.S. Coast Guard Permits, IBWC License Agreements and other related agencies. Preparation, design, construction management, and monitoring of mitigation plans and projects. The GEC will be expected to provide oversight services for all required disciplines, including Public Involvement Services. The GEC will be the primary provider of public involvement and outreach activities.

#### 5. Right of way acquisition and utilities accommodations

The GEC Services may include ROW surveying, mapping, coordination, condemnation support, and acquisition. Utility services may include identification, relocation coordination and any other services related to properly oversee the two disciplines. All services must be performed according to TxDOT and FHWA standards.

#### 6. Plans, specifications, & estimates including detailed design work

The GEC Services may include preparation of PS&E documents necessary for the bidding and construction of projects ranging from roadway, bridges, and other related structures required for CCRMA to perform its operations and project development activities.

#### 7. Project procurement and contract services

The GEC may assist the CCRMA in the procurement of a variety of contractors including Design/Build, 3P, Design, Environmental, Construction, CE&I, Geotechnical, Surveying, Maintenance and other professional services as required. All contracts will be procured in conformance with the CCRMA Procurement Policy and in accordance with Federal and State regulations.

#### 8. Construction management and inspection services

GEC Services may include management of construction projects including inspection services. Services will be performed in a manner to ensure quality development and adherence to requirements set forth in construction plans and State and Federal standards. GEC will provide qualified project staff to warrant project to remain within project budgets and project construction schedules as efficiently as possible.

#### 9. Project maintenance

The GEC should be knowledgeable of maintenance operation support and oversight for all maintenance operations programs including but not limited to maintenance of roads, bridges and drainage systems, facility maintenance, vegetation management, emergency operations such as, severe storms and Hurricane response efforts.

The GEC shall be knowledgeable in regards to the design of plans, specifications, competitive bidding and the required oversight to accomplish routine maintenance in new projects.

#### 10. Programmatic Services

The GEC may provide Programmatic Services which include coordination, monitoring and providing input to the MPO and TxDOT planning activities including the UTP, TIP and other long range planning including financial considerations and limitations.

#### 11. Project funding support and compliance with Federal and State funding sources

The GEC may provide support services in regards to compliance with securing Federal and State funding sources. Services include support in pursuance of grant opportunities, and other funding opportunities that may become available. Adherence to expenditure eligibility in usage of Federal and State funding sources for all phases of project development. GEC must have knowledge of Federal and State funding sources and long term programming categories in order that the CCRMA may capitalize on all available funding sources development of its projects.

**APPENDIX B**  
**RATE SCHEDULE**

APPENDIX B - RATE SCHEDULE

COMPANY NAME: Egg Bridge Engineers, Inc. Egg Bridge Inspection, Inc. CH2M Hill CDOT Inc. Sonnet-Setzer & Associates, LLC NW Land Acquisition Builders Noyes Inc. ENCA Incorporated																
Job/Task Classification	CDOT General DEC 2014		CDOT General DEC 2014		CDOT General DEC 2014		CDOT General DEC 2014		CDOT General DEC 2014		CDOT General DEC 2014		CDOT General DEC 2014		CDOT General DEC 2014	
	Hourly Base Rate	Contract Rate	Hourly Base Rate	Contract Rate	Hourly Base Rate	Contract Rate	Hourly Base Rate	Contract Rate	Hourly Base Rate	Contract Rate	Hourly Base Rate	Contract Rate	Hourly Base Rate	Contract Rate	Hourly Base Rate	Contract Rate
Project Principal	\$103.14	\$153.00			\$111.00	\$171.37	\$120.37	\$175.00	\$134.41	\$194.40	n/a	n/a	\$167.49	\$237.07		
Project Manager	\$88.44	\$134.94			\$94.00	\$141.23	\$101.04	\$154.80	\$108.53	\$167.81	n/a	n/a	\$151.03	\$219.40		
QA/QC Project Manager					\$61.00	\$91.00					n/a	n/a				
Quality Manager					\$69.00	\$104.00			\$65.11	\$100.33	n/a	n/a	\$104.41	\$155.00		
Quality Control Manager					\$71.00	\$106.00					n/a	n/a	\$106.00	\$156.00		
Quality Engineer	\$78.40	\$120.00			\$83.00	\$125.00			\$79.44	\$120.00	n/a	n/a	\$120.00	\$171.00		
Engineer IV	\$70.74	\$105.00			\$75.00	\$110.00			\$71.00	\$105.00	n/a	n/a	\$105.00	\$156.00		
Engineer III					\$68.00	\$100.00			\$64.00	\$96.00	n/a	n/a	\$96.00	\$136.00		
Engineer II					\$60.00	\$90.00			\$56.00	\$84.00	n/a	n/a	\$84.00	\$124.00		
Engineer I					\$52.00	\$78.00			\$48.00	\$72.00	n/a	n/a	\$72.00	\$104.00		
Engineer					\$44.00	\$66.00			\$40.00	\$60.00	n/a	n/a	\$60.00	\$84.00		
Engineer in Training					\$36.00	\$54.00			\$32.00	\$48.00	n/a	n/a	\$48.00	\$64.00		
Assistant Engineer					\$28.00	\$42.00			\$24.00	\$36.00	n/a	n/a	\$36.00	\$48.00		
Design Engineer	\$45.00	\$67.50			\$48.00	\$72.00			\$44.00	\$66.00	n/a	n/a	\$66.00	\$88.00		
Surveyor					\$40.00	\$60.00					n/a	n/a				
Assistant Landscaper					\$32.00	\$48.00					n/a	n/a				
Environmental Manager					\$48.00	\$72.00					n/a	n/a				
Environmental Scientist V					\$56.00	\$84.00					n/a	n/a				
Environmental Scientist IV					\$48.00	\$72.00					n/a	n/a				
Environmental Scientist III					\$40.00	\$60.00					n/a	n/a				
Environmental Scientist II					\$32.00	\$48.00					n/a	n/a				
Environmental Scientist I					\$24.00	\$36.00					n/a	n/a				
Environmental Planner V					\$56.00	\$84.00					n/a	n/a				
Environmental Planner IV					\$48.00	\$72.00					n/a	n/a				
Environmental Planner III					\$40.00	\$60.00					n/a	n/a				
Environmental Planner II					\$32.00	\$48.00					n/a	n/a				
Environmental Planner I					\$24.00	\$36.00					n/a	n/a				
Public Involvement Rep					\$16.00	\$24.00					n/a	n/a				
Chief Planner					\$12.00	\$18.00					n/a	n/a				
GIS Manager					\$12.00	\$18.00					n/a	n/a				
GIS Operator					\$8.00	\$12.00					n/a	n/a				
GIS Analyst					\$12.00	\$18.00					n/a	n/a				
GIS Technician					\$8.00	\$12.00					n/a	n/a				
GIS Operator					\$8.00	\$12.00					n/a	n/a				
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GIS Operator					\$8.00	\$12.00					n/a	n/a				
GIS Technician					\$8.00	\$12.00				</						

**APPENDIX B - RATE SCHEDULE**

COMPANY NAME:	Fog Bridge Engineers Inc.		Fog Bridge Inspection Inc.		CP&T Inc.		CDM Smith		Sarban-Belcher & Associates, LLC		HPM Land Acquisition Solutions		Har-Polmer Inc.		ENC 1 Incorporated	
Direct Labor	CCRA's General G/C		CCRA's General G/C		CCRA's General G/C		CCRA's General G/C		CCRA's General G/C		CCRA's General G/C		CCRA's General G/C		CCRA's General G/C	
	2018		2018		2018		2018		2018		2018		2018		2018	
Labor/Staff Description	Hourly Base Rate	Contract Rate	Hourly Base Rate	Contract Rate	Hourly Base Rate	Contract Rate	Hourly Base Rate	Contract Rate	Hourly Base Rate	Contract Rate	Hourly Base Rate	Contract Rate	Hourly Base Rate	Contract Rate	Hourly Base Rate	Contract Rate
4 Man Full Crew					\$16.00	\$118.87			n/a	n/a						
5 Man Full Crew					\$17.00	\$127.33			n/a	n/a						
1 Man Full Crew with Van 1 Trip					\$15.00	\$113.94			n/a	n/a						
Heavy Job									n/a	n/a						
Field Assistant									n/a	n/a						
Materialman Assist									n/a	n/a						
Electrician									n/a	n/a						
Construction Foreman									n/a	n/a						
Technical Editor									n/a	n/a						
Equipment Operator / Heavy Testing Technician									n/a	n/a	\$32.57	\$243.37				
Senior Geomatics Testing Technician									n/a	n/a	\$27.00	\$203.00				
Geomatics Testing Technician									n/a	n/a	\$21.01	\$158.76				
Administrative									n/a	n/a						
Added Overhead Rate	15.50%		13.40%		18.00%		106.15%		66.15%		100.00%		176.00%		176.00%	
Margin	12%		12%		12%		12%		12%		12%		12%		12%	
Multiplier	1.19		1.19		1.20		1.20		1.20		1.20		1.20		1.20	

Notes:  
1. Rates shown in this table are 2018 rates. The escalation is allowed for 3- year contract term. Escalation is 0% be considered if contract is a standard other than period.

2. As per the provided letter from HPM, due to the nature of the business HPM does not calculate overhead per FAR 31 just a designated fee. For use for HPM services will be provided on a "per person" basis as a mutually agreeable amount during negotiations for a specific Work Authorization where RCM negotiation services are needed.





January 11, 2018

Wade,

As discussed, HRM Land Acquisition Solutions, LLC (HRM), is a professional Right of Way and Easement Acquisition Services provider which utilized a variety on sub-consultants to acquire the necessary fee simple land acquisition or easement acquisitions for road and or utility projects.

The industry standard for proposing and estimating projects is not based on hourly fees but on a "per Parcel" basis. We are tasked in bring together the necessary sub-consultants dependent on the complexity of the property characteristics.

These teams are comprised of not only our acquisition staff, i.e. Project managers, Acquisition agents, techs and clerical, but Appraisers, Review Appraisers, Attorneys, Relocation Agents, Title Specialist.

On a typical TxDOT project, when a final alignment is approved, the parcels are identified by the type of property: be it Rural or Urban properties, Vacant, Agricultural, Residential or Commercial as examples.

TxDOT requires projects to be proposed based on a "Range Fee Scale" on a "per Parcel" basis, dependent on property type. The acquisition team members provide their cost based on what's been identified and determine to be the type of property.

Attached is a sample of a fee schedule used to provide TxDOT a proposal of a "per Parcel" cost estimate. All right of way service providers are asked to provide their cost using the Low and High Fee Range in the same manner.

HRM proposes to use the same "per Parcel" costs schedule to provide estimates on the CCRMA right of way or easement acquisition projects.

Please do not hesitate to let us know if you have any further questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rene Moulinet", is written over a faint, light blue circular stamp.

Rene Moulinet

President & Production Manager

HRM Land Acquisition Solutions, LLC

PRIME PROVIDER NAME: FIGG  
 CONTRACT NUMBER: 2017-004  
 PROJECT NAME: GCRMA General GEC

OTHER DIRECT EXPENSES (Maximum Reimbursable Expenses)			
Description	Unit	Cost/Unit	Notes
Mileage	Per Mile	IRS Approved Rate	Also includes time to/from home airport
Tolls	Each	At cost	Incurred by personal, company, or rental vehicles. Also includes time to/from home airport
Air Travel	Each/Person	At cost	Round trip unrestricted coach ticket including taxes and fees
Rental Car	Per Day	\$65.00	Including taxes and fees
Rental Car Fuel	Per Gallon	\$3.00	
Lodging	Per Night/Person	Federal per diem rate	Excludes taxes and fees
Meals	Per Day/Person	Federal per diem rate	Includes taxes. Not reimbursable.
Parking (home airport)	Per Day	\$24.00	
Overnight Mail	Each	\$43.00	
Courier Services	Each	\$30.00	
Photocopies BW (8.5 X 11)	Each	\$0.10	
Photocopies BW (11 X 17)	Each	\$0.25	
Graphic Presentation Exhibits for Meetings	Each	\$85.00	
Photocopies Color (8.5 X 11)	Each	\$0.75	
Photocopies Color (11 X 17)	Each	\$7.00	
Plots (BAVEN Bond)	Square Foot	\$0.85	
Plots (Color on Bond)	Square Foot	\$1.50	
Plots (Color on Photographic Paper)	Square Foot	\$4.00	
Color Graphics on Foam Board	Square Foot	\$5.00	
Report Printing	Each	\$20.00	
Report Binding and Tabling	Each	\$5.00	Includes labor and supplies
Reproduction of CD/DVD	Each	\$4.00	
CD's	Each	\$1.00	
Standard Postage	Each	Current Postal	
Materials and Shipping	Per Package	\$30.00	
Certified Letter Return Receipt	Each	Current Postal	
Digital Color Plotting	Sheet	\$1.75	
Outside Printing - Reports	Each Report	\$15.00	Includes labor and supplies
Cardstock Color (8.5 x 11)	Each	\$1.00	
Helicopters	Each	\$5.00	
4 x 8 Digital Color Print	Picture	\$0.35	
Historical Aerial Images (Photographs, Negatives, Maps)	Each	\$100.00	
Aerial Photographs (1" = 500' scale)	Each	\$100.00	
FEMA FIS Backup Data Request	Each	\$200.00	
FEMA Maps	Each	\$50.00	
Hazardous Materials Database Search	Per Search	\$300.00	
Maps and Map Records	Each	\$7.00	
Environmental Field Supplies (lunch, snacks, bagging, spray paint, etc.)	Day	\$50.00	
Texas Parks & Wildlife Data Request Fees	Each	\$50.00	
TARL Curator Fee	Site	\$900.00	
Curator	Per Project	\$1,750.00	Drewer & Texas Archaeological Research Lab for artifacts and report
Helix Master Rental	Per Project	\$65.00	
Environmental Database Search	Site	\$40.00	
Environmental Database Search	Per Project	\$600.00	
Newspaper Advertisement	Per Publication	\$4,000.00	
Court Reporter	Page	\$10.00	
Court Reporter	Day	\$800.00	Public Meetings, Hearings & Testimony
Translator for Public Involvement	Event	\$400.00	
Translator	Hour	\$100.00	
Written Translation Services	Word	\$0.18	

PRIME PROVIDER NAME: FIOG  
 CONTRACT NUMBER: 2017-064  
 PROJECT NAME: CCRMA General GEC

OTHER DIRECT EXPENSES (Maximum Reimbursable Expenses)			
Description	Unit	Cost/Unit	Notes
Custodian for Public Involvement	Hour	\$45.00	
Sound Technician for Public Involvement	Event	\$300.00	
Public Involvement Facility Rental	4 Hours	\$700.00	
Public Involvement Facility Rental	Hour	\$200.00	
Public Involvement Facility Rental	Event	\$2,000.00	
Audio Equipment Rental	Each	\$400.00	
Audio Visual Equipment Rental	Event	\$800.00	
Professional Narrator for Public Involvement	Event	\$150.00	
Professional Narrator for Public Involvement	Hour	\$75.00	
Public Notices - Mass Mailing	Per Mailing	\$450.00	
AASHTO Accreditation Aggregate Laboratory	Each	\$8,800.00	
AASHTO Accreditation Hot Mix Laboratory	Each	\$7,500.00	
AASHTO Accreditation Soil Laboratory	Each	\$4,500.00	
Admixture Trucks	Day	\$325.00	
Backhoe Rental	Day	\$850.00	
Best with Motor	Day	\$300.00	
CCRL Accreditation	Each	\$11,000.00	
Cellular Telephone and Data Plan	Each/Month	\$80.00	
Camera	Per Day	\$18.00	
Carded Deed Copies	Sheet	\$3.00	
Construction Truck	Month	\$1,300.00	
Construction Truck	Day	\$80.00	
Equipment Calibration	Each	\$1,000.00	
Flattometer	Day	\$80.00	
Flashing Arrow Board	Day	\$300.00	
GPS Receiver	Hour	\$25.00	Rates applied to actual time GPS units are in use
GPS RTK	Hour	\$35.00	Rates applied to actual time GPS units are in use
GPS Static	Hour	\$20.00	Rates applied to actual time GPS units are in use
Ground Penetrating Radar	Day	\$425.00	Equipment Only
Ground Penetrating Radar	Hour	\$180.00	Equipment Only
Ground Target (Includes paint, paint material, etc.)	Each	\$18.75	
Laptop Computer/Pad and Data Plan	Each/Month	\$100.00	
Document Recording	Each	At least	Cameron County Clerk's office
Map Reports	Sheet	\$3.80	
Metabolism/Denaturation Laboratory	Each	\$2,000.00	
Office Trailer Rental	Each	\$800.00	
Personal Protective Equipment (helmet, vest, gloves, boots, hearing protection, glasses, etc.)	Per Employee	\$250.00	
Portable Message Board	Day	\$225.00	
Railroad - Flagger	Day	\$470.00	Service provided by Railroad
Railroad - Flagger	Hour	\$80.00	
Railroad Insurance	Actual Cost	\$3,000.00	Insurance in addition to standard minimum required coverage of \$1 million
Railroad Permit	Each	\$800.00	
Railroad Safety Training	Day	\$300.00	If required - Heavy Rail Safety Training Certificate, includes classroom training and employee certification card
(Required Permit Fees (non-railroad))	Each	\$200.00	
SUV or ATV Rental	Day	\$150.00	includes taxes and fees; insurance costs will not be reimbursed
Terrestrial Laser Scanner	Hour	\$45.00	Rates applied to actual time scanner unit is in use
Type II ROW Monument - Embedded/Dilled, Rock, Rocky Soil 2-4 inch depth	Each	\$70.00	Includes crew time, equipment, materials, rentals, labor, and brass marker.
Type II ROW Monument - Poured 2-3 Foot	Each	\$250.00	Includes one call, crew time, equipment, materials, rentals, labor and brass marker.
Video Conferencing Equipment for Field Office	Lump Sum	\$3,000.00	
Rephotography	Square Feet	\$3.00	

PRIME PROVIDER NAME: FIGG  
 CONTRACT NUMBER: 2017-004  
 PROJECT NAME: CCRMA General REC

OTHER DIRECT EXPENSES (Mandatory Reimbursable Expenses)			
Description	Unit	Cost/Unit	Notes
Mobilization for Helicopter Airborne LIDAR	Per Project	\$20,000.00	Includes helicopter, pilot, LIDAR Operator, fuel, and transportation cost
Helicopter Equipment LIDAR - Transit Miles	Per Mile	\$15.00	Including turn, maneuver miles and local airport to project
Helicopter Equipment LIDAR - Project Flight Miles	Per Mile	\$60.00	On Project flight miles
Mobilization for Aerial Photography/LIDAR Fixed Wing Aircraft	Per Project	\$20,000.00	Includes aircraft, pilot, camera/LIDAR operator, fuel, and transportation cost
Fixed Wing Airborne LIDAR - Transit Miles	Per Mile	\$8.00	Including turn, maneuver miles and local airport to project
Fixed Wing Airborne LIDAR - Project Flight Miles	Per Mile	\$20.00	On Project flight miles
Aerial Photography - Transit Miles	Per Mile	\$7.00	Including turn, maneuver miles and local airport to project
Aerial Photography - Project Flight Miles	Per Mile	\$30.00	On Project flight miles
Aerial Photography - Airborne GPS/BAU Data Collection/Processing	Per Project	\$2,300.00	
Station Point Reads Monument	Each	\$80.00	Includes equipment, materials, rentals

**APPENDIX C**  
**KEY PERSONNEL**

**FIGG TEAM KEY PERSONNEL**

Linda Figg (FIGG)

Wade Bonzon, PE (FIGG)

Matt Lengyel, PE, SE, PMP (FIGG)

Lamberto "Bobby" Balli, PE (CP&Y)

Paul A. Schrader, PE (CP&Y)

Yagnesh Jamarwala, PTP, GISP, PMP (CDM Smith)

Stacey Benningfield (CP&Y)

Darren Dodson (CP&Y)

Daniel Flaherty, RPLS (CP&Y)

Rene Moulinet Jr. (HRM Land Acquisition Solutions)

Cesar Fernandes, Ph.D, MBA, PE, SE, PMP (FIGG)

Jaime Aguilar, PE (CP&Y)

John Munoz (CDM Smith)

Greg Garcia (Sanchez-Salazar and Associates)

Ralph A. Browne, PE (CP&Y)

Fabian Gonzalez (Sanchez-Salazar and Associates)

Robert "Bob" Cochrane, PE, CFM (CP&Y)

Howard Caldwell (CDM Smith)

Christopher Mwalwanda, PEng. (CDM Smith)

Michael Penic (CDM Smith)

## 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 \_\_\_\_\_, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and Figg Bridge Engineers, Inc. ("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. The Authority shall pay the GEC under the following acceptable payment method [select one or more]: (i) lump sum, (ii) cost plus fixed fee, (iii) cost per unit of work, or (iv) specific rates of compensation.

C.3. 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.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

By: \_\_\_\_\_  
Name: Frank Parker, Jr., Chairman  
Date: \_\_\_\_\_

**FIGG BRIDGE ENGINEERS, INC.**

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**APPENDIX E**  
**REQ AND REP RESPONSE**

**4-H CONSIDERATION AND APPROVAL OF GENERAL ENGINEERING  
CONTRACT BETWEEN THE CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY AND S&B INFRASTRUCTURE.**

**CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY**

**AGREEMENT FOR**

**GENERAL CONSULTING  
CIVIL ENGINEERING SERVICES**

**S&B INFRASTRUCTURE, LTD.**

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**Appendix A Scope of Consultant Services**

**Appendix B Rate Schedule**

**Appendix C Key Personnel**

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**Appendix E RFQ and RFP Response**

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

**THIS AGREEMENT**, made as of this 10<sup>th</sup> day of May 2018, by and between the **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY** ("CCRMA"), 3461 Carmen Avenue, Rancho Viejo, Texas 78575, 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 provisions of federal regulations (23 C.F.R. § 172), the Professional Services Procurement Act (Tex. Gov't Code § 2254.001. *et seq.*), and the Authority's "Policies and Procedures Governing Procurements of Goods and Services," the Authority sought to identify and obtain the Services of one or more qualified engineering firms to provide general consulting civil engineering services as the General Engineering Consultant(s) (or "GEC") for the Authority; and

**WHEREAS**, firms submitted responses setting forth their respective qualifications for the work, and firms made oral presentations to the Authority; and

**WHEREAS**, S&B Infrastructure, Ltd., was selected by CCRMA as one of the firms to serve as a GEC for the Authority; and

**WHEREAS**, this Agreement has been negotiated and finalized between those parties and provides for the provision of Services (as defined below) to the Authority at a fair and reasonable price;

**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 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 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 Authority's Strategic Plan and periodic amendments thereto (required by Tex. Transp. Code § 370.261), 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, operating as an independent contractor as set forth herein, is operating as an extension of the Authority's staff, the Authority shall use reasonable efforts, but at no additional cost to the Authority, to require all construction contractors and design engineers performing Services on any Project for which the Authority is the procuring entity and is 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 CONSULTANT 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: project management; feasibility studies and evaluation; project initiation and coordination; environmental compliance; right of way acquisition and utilities accommodations; plans, specifications, and estimates including detailed design work; project procurement and contract administration services; construction management and inspection services; project maintenance; transportation programming services; project funding support and compliance with Federal and State funding source requirements; 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 in the Scope



of Consultant 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. **MAXIMUM CONTRACT AMOUNT.** The maximum amount that may be awarded under this Contract is \$6,000,000. This amount may be changed through an executed amendment to this contract.

b. **AUTHORIZED METHODS OF COMPENSATION.** The basis for payment under this Agreement will include all of the following acceptable payment methods: (i) lump sum, (ii) cost plus fixed fee, (iii) cost per unit of work, or (iv) specific rates of compensation as described in Section 4.c. Work Authorizations issued pursuant to this Agreement shall specify which of the acceptable payment methods shall be applied as determined by the Authority to be most appropriate for the elements or scope of work within the Work Authorization. The “cost plus a percentage of cost” and “percentage of construction cost” methods of payment shall not be used for any work funded in whole or in part with federal funds. The lump

sum payment method shall only be used when the Authority has established the extent, scope, complexity, character, and duration of the work to be required to a degree that fair and reasonable compensation, including a fixed fee, can be determined at the time of negotiation. When the method of payment is other than lump sum, the Work Authorization shall specify a maximum amount payable which shall not be exceeded unless adjusted by a contract modification.

c. **SPECIFIC RATES OF COMPENSATION METHOD.** The specific rates of compensation payment method provides for reimbursement on the basis of direct labor hours at specified fixed hourly rates (including direct labor costs, indirect costs, and fee or profit) plus any other direct expenses or costs, subject to an agreed maximum amount. The specific rates of compensation payment method shall be 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.d. and 4.e. 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 Consultant Services, together with overhead and, except as described in subsection 4.f. 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.e. below.

d. **THE MULTIPLIER.** The applicable multiplier for all GEC employees providing Services under this Agreement (the "Multiplier") shall be calculated pursuant to subsection 4.e and the Appendices. The profit rate shall be twelve percent (12%) for each GEC; however, the Multiplier is unique to each GEC given each GEC's applicable overhead rate. 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.

e. **COMPUTATION AND ADJUSTMENT OF THE MULTIPLIER.**

The negotiated Multiplier for this Agreement was determined by utilizing the GEC's applicable 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 applicable overhead rate determined in accordance with said 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 ("TxDOT"). To the extent required by applicable law, including but not limited to 23 C.F.R. § 172.11, indirect rates assessed or charged under this Agreement must be approved by a State Transportation Agency and must be certified as FAR compliant. For the purposes of this Agreement, the initial Multiplier is based upon the GEC's applicable overhead rate times direct labor cost, plus profit. The direct labor cost is computed as follows:  $1 + [\text{applicable overhead rate}] \times [\text{profit rate (12\%)}]$ .

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, 2019, 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.

f. **EXPENSES.** As indicated above, the compensation computed in accordance with subsections 4.c., d., and e. 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's Executive Director, 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.f., such costs incurred by the GEC to bring to its local office or the Authority's facilities, with advance approval by the Authority's Executive Director, 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.n.

g. **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.

h. **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 the 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 directly pertinent to this Agreement shall be made available during the GEC's normal business hours to the Authority, TxDOT, the Federal Highway Administration ("FHWA"), the Inspector General of the U.S. Department of Transportation, or the Comptroller General of the United States, or any of their duly authorized representatives. The GEC shall maintain all books, documents, papers, and records and other evidence directly pertinent to the Agreement, including materials 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. The GEC shall make such materials available upon request in physical or portable format. All books and records shall be available for

inspection, review, examination, copying, excerpts, transcriptions, and auditing throughout the term of this Agreement and for three (3) years after the Authority makes final payment and all other pending matters are closed, or for any other period as defined in 2 CFR § 200.333. 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.

i. **EFFECT OF PAYMENTS.** No payment by the Authority shall relieve the GEC of its obligation to timely deliver 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 thirty (30) days 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 offset 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.

j. **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.

k. **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.

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

Bank Name: JP Morgan Chase Bank  
ABA Number: 111000614  
Account Name: S&B Infrastructure, Ltd.  
Address: 3535 Sage Road  
Houston, TX 77056  
Account Number: 30801011378

m. **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, for any reason.

(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 for said disputed amounts shall not commence until such dispute is resolved.

n. **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.

o. ON-CALL OR INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ). This Agreement shall be one of on-call or Indefinite Delivery/Indefinite Quantity (IDIQ). The Services under this Agreement were procured using competitive negotiation, as required in 23 C.F.R. § 172.9. 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. 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. No representation or assurance has been made on behalf of the Authority to the GEC as to the total compensation that will be paid to the GEC under this Agreement.

p. COMPENSATION OF SUBCONSULTANTS. As noted in the Request for Qualifications by which the GEC was procured, it is anticipated that the GEC may utilize the services of subconsultants to respond to certain assignments under this Agreement. The selection and Services to be provided by subconsultants must be approved, in advance, by the Authority's Executive Director. 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. For this Agreement, the GEC agrees

that the DBE percentage goal shall generally be 12.6% subject to the provisions herein. Each monthly invoice shall include a summary of the DBE participation achieved and the percentage of Services performed by local firms. The DBE percentage goal shall be provided in each applicable Work Authorization, and each applicable Work Authorization may have a different percentage for the DBE percentage goal in the event that Federal Funds are used for the applicable Work Authorization or for some other lawful reason.

q. **COMPLIANCE WITH FEDERAL AND STATE COST PRINCIPLES.** To the extent that TxDOT, FHWA, or other State or Federal agencies make assistance available on a cost reimbursement basis, the GEC will be obligated to assure that all work performed and all costs incurred on a project receiving financial assistance are allowable in accordance with the Federal cost principles and, with regard to Federal-aid projects, in accordance with 23 C.F.R. § 172.11. To be eligible for reimbursement, all consultant costs must be allowable in accordance with the Federal cost principles, consistent with the terms of this Agreement, and accepted by the Authority as to quality and progress of the work. Consultants shall be responsible for accounting for costs appropriately and for maintaining records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, are allocable to the contract, and comply with Federal cost principles. Any costs paid by the Authority to the GEC that are later found to be ineligible or unallowable under this subsection 4.q. shall promptly be refunded by GEC to the Authority.

**5. TIME OF PERFORMANCE.**

It is understood and agreed that the term of this Agreement shall be for three (3) years, commencing May 10, 2018, and concluding May 9, 2021, subject to the earlier termination of this Agreement pursuant to Sections 6 or 7 below or further extension upon agreement of both parties. This Agreement may be extended upon agreement of both parties for one additional two (2) year term.

**6. TERMINATION FOR DEFAULT.**

Time is of the essence 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 this Agreement 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. The parties agree, however, that the GEC shall be provided sufficient time to employ sound professional practices and shall not be held responsible for delays in performance occasioned by factors beyond the GEC's reasonable control and which could not have been foreseen with the exercise of reasonable care. 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. Dispute resolution procedures identified in this Agreement shall be followed in the event of a termination that is disputed by the GEC.

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 and may be provided for by an equitable adjustment to the GEC's compensation in an amount, if any, deemed reasonable by the Authority. 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, 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 performance of the Services. The GEC shall furnish the Authority with a fully qualified candidate for the removed person within ten (10) calendar 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 best 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/she 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) periodically (at such intervals directed by the

Executive Director) (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 period. 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 at such times as the Authority deems 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.d. 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, logs, survey notes, test procedures, test data, recommendations, reports, 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. Further, any plans, specifications, reports, or studies that are produced under this Agreement and owned by the GEC shall transfer in ownership to the Authority upon payment therefore. If at any time demand is made by the Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such materials, records, and/or documents 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 a 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. As set forth in Section 4, the basis for payment on each Work Authorization will be either (i) lump sum, (ii) cost plus fixed fee, (iii) cost per unit of work, or (iv) specific rates of compensation. The Work Authorization shall specify which of the acceptable payment methods shall be applied as determined by the Authority to be most appropriate for the elements or scope of work within the Work Authorization. In no case will the maximum specified payment stated in the Work Authorization 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 pursuant to 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 during the previous month under each outstanding 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 performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, environmental laws, federal and state procurement statutes and regulations, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the Authority's enabling legislation (Tex. Transp. Code, Chapter 370), 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. In addition, the following assurances and disclosures are incorporated by reference into this Agreement: (i) Standard U.S. Department of Transportation Title VI Assurances (DOT Order 1050.2), (ii) Disadvantaged Business Enterprise (DBE) assurance as specified in 49 C.F.R. 26.13(b), and (iii) the lobbying certification and disclosure as specified in 49 C.F.R. part 20.



**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 described below. If the GEC's present coverage is insufficient, then the GEC shall obtain additional coverage prior to the initiation of any work. No Notice to Proceed shall be effective unless the GEC has the insurance required by this Agreement and the applicable Work Authorization. Notwithstanding any other provision of this Agreement, the Authority reserves the right to increase any of the insurance policy limits as well as provide for additional insurance coverages in any Work Authorization. Insurance policy limits shall not be subject to erosion through the cost of defense, such that the full amount of the coverage limits required in this Agreement shall be available to pay damages, losses, and amounts owed exclusive of attorney's fees and other costs of defense (including costs of appeals). Further, it is acceptable to meet policy limit requirements set forth below using a combination of the policy and excess 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 \$2,000,000 for bodily injury, including those resulting in death, and \$2,000,000 for property damage on account of any one occurrence, with an aggregate limit of \$2,000,000.

c. **BUSINESS AUTOMOBILE LIABILITY INSURANCE.** On a comprehensive insuring form applying to owned, non-owned, and hired

automobiles in an amount not less than \$5,000,000 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/ERRORS AND OMISSIONS 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., e., and f., 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, 3461 Carmen Ave., Rancho Viejo, Texas 78575, Attention: Executive Director.”

**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 WORK 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. THE GEC HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL

**REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE GEC.**

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 a 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, 3461 Carmen Avenue, Rancho Viejo, Texas 78575, 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 S&B Infrastructure, Ltd., 5408 North 10 Street, McAllen, Texas 78504, Attn: Daniel O. Rios, 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. Venue for any cause of action arising out of or related to this Agreement shall be in Cameron County, Texas.

**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. As set forth in Section 6, 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 and the GEC shall perform the Services with due diligence and as expeditiously as is prudent considering ordinary professional skill and care of a competent professional engineer.

**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 the request for proposals and 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.

*(Signature Page to Follow)*

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: Frank Parker, Jr., Chairman  
Date: May 10, 2018

**S&B INFRASTRUCTURE, LTD.**

By:   
Name/Title: Daniel O. Rios, PE Senior Vice President  
Date: 5/3/2018

**APPENDIX A**  
**SCOPE OF CONSULTANT SERVICES**

**APPENDIX A**  
**SCOPE OF CONSULTANT SERVICES**  
**FOR**  
**GENERAL CONSULTING ENGINEERING SERVICES**

The following describes the general scope of consultant services that the GEC may be requested to provide for specific work authorizations. It is the intent of the CCRMA to enter into a Work Authorization type agreement where a specific scope and fee will be developed for each work authorization.

**1. Project Management**

The GEC shall furnish Project Manager(s) to provide overall management of assigned projects through all stages of development beginning with the feasibility stage through construction of the project. The Project Manager(s) will manage all activities assigned to the GEC and coordinate their activities with the staff of The CCRMA. The Project Manager will be responsible the GEC services are provided on time, on schedule and meet quality standards. He/She must be able to convert technical information to understandable public messaging, track project progress, monitor project budgets, and oversee technical project development activities performed by others.

**2. Feasibility Studies and Evaluation**

GEC personnel shall be able to perform all services required to identify potential routes to the extent necessary to estimate and evaluate the cost, environmental impacts and technical feasibility of alternate routes. Assigned projects may consist of new location or expansion of existing facilities including toll projects.

Fiscal feasibility analyses of the potential of financing from capital created by the issuance of toll revenue bonds or other sources may be conducted jointly among The CCRMA, the GEC, traffic and revenue consultants, financial advisors, general counselors, bond counselors, and investment bankers separately retained by The CCRMA.

**3. Project initiation and Coordination**

GEC personnel shall be able to actively participate in project initiation meetings with CCRMA staff, TxDOT district project coordinators, County, City officials, MPO's and other relevant agencies. GEC may be required to develop presentations, agendas, conceptual maps and present materials in a professional manner.



#### 4. Environmental Compliance

GEC Services may include all levels of environmental compliance and document preparation in accordance with the National Environmental Protection Act (NEPA) and in accordance with Federal and State reviewing agencies. Environmental compliance may include preparation of any type of environmental document such as categorical exclusion, environmental assessment, or environmental impact statements. Services may include the acquiring of permits from relevant agencies, such as Presidential permit, Army Corp of Engineers permits, U.S. Coast Guard Permits, and IBWC License Agreements. Requested services may include preparation, design, construction management, and monitoring of mitigation plans and projects. The GEC will be expected to provide oversight services for all required disciplines, including Public Involvement Services. The GEC may serve as the primary provider of public involvement and outreach activities.

#### 5. Right of Way Acquisition and Utilities Accommodations

The GEC Services may include ROW surveying, mapping, coordination, condemnation support, and acquisition. Utility services may include identification, relocation coordination and any other services related to properly oversee the two disciplines. All services must be performed in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and TxDOT and FHWA standards.

#### 6. Plans, Specifications, & Estimates, including detailed design work

The GEC Services may include preparation of PS&E documents necessary for the bidding and construction of projects ranging from roadway, bridges, and other related structures required for CCRMA to perform its operations and project development activities.

#### 7. Project Procurement and Contract Administration Services

The GEC may assist the CCRMA in the procurement of a variety of contractors and consultants, including Design/Build, 3P, Design, Environmental, Construction, CE&I, Geotechnical, Surveying, Maintenance and other professional services as required. All contracts will be procured in conformance with the CCRMA Procurement Policy and in accordance with applicable Federal and State regulations.

#### 8. Construction Management and Inspection Services

GEC Services may include management of construction projects including inspection services. Services will be performed in a manner to ensure quality development and adherence to requirements set forth in construction plans and State and Federal regulations. GEC will provide qualified project staff to properly administer project to remain within project budgets and project construction schedules as efficiently as possible.



#### 9. Project Maintenance

The GEC may be requested to develop or oversee development of maintenance plans or contracts for transportation facilities. The GEC should be knowledgeable of maintenance operation support and oversight for all maintenance operations programs including but not limited to maintenance of roads, bridges and drainage systems, facility maintenance, vegetation management, emergency operations such as, severe storms and Hurricane response efforts.

The GEC shall be knowledgeable in regards to the design of plans, specifications, competitive bidding and the required oversight to accomplish contracting of routine maintenance on new projects.

#### 10. Transportation Programming Services

The GEC may provide Programmatic Services which include coordination, monitoring and providing input to the MPO and TxDOT planning activities including the UTP, TIP and other long range planning including financial considerations and limitations.

#### 11. Project Funding Support and Compliance with Federal and State Funding Source Requirements

The GEC may provide support services in regards to securing and complying with requirements of Federal and State funding sources. Services may include support in pursuit of grant opportunities, and other funding opportunities that may become available. GEC must have knowledge of Federal and State funding sources. MPO and TxDOT programming categories in order that the CCRMA may capitalize on all available funding sources for development of its projects. Assistance in monitoring adherence to expenditure eligibility in use of Federal and State funding sources for all phases of project development may also be included.

**APPENDIX B**  
**RATE SCHEDULE**



## APPENDIX B - RATE SCHEDULE

Prime: S&amp;B Infrastructure, LTD

## Direct Labor

Labor/Staff Classification		Negotiated Hourly Base Rate	Contract Rate
Project Principal		79.53	299.96
Project Manager		72.91	275.00
Deputy Project Manager		60.98	230.00
Environmental Manager		49.05	185.00
Environmental Scientist		29.17	110.00
Environmental Scientist I/II		23.86	90.00
GIS Manager		45.00	169.73
Structural Engineer		65.00	245.16
Engineer V		59.65	224.98
Engineer IV		55.00	207.44
Engineer II		45.00	169.73
RPLS - Project Manager		57.00	214.99
Quality Manager		66.28	249.99
2-Man Survey Crew		40.00	150.87
3-Man Survey Crew		50.00	188.59
GIS Operator		23.86	90.00
Engineer in Training		22.54	85.00
Senior CADD Operator		30.49	115.00
CADD Operator		26.51	100.00
Hydrologist		50.00	188.59
Construction Manager/Engineer		53.02	199.98
Construction Inspector		25.00	94.29
Construction Recordkeeper		33.14	124.99
Utilities Coordinator		33.14	125.00
Senior Utilities Field Inspector		34.47	130.00
Scheduler		33.14	125.00
Administrative/Clerical		17.23	65.00
Negotiated Overhead Rate:	236.76%	Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.	
Negotiated Profit Rate:	12%		
Multiplier:	3.7717		
Audit Year	2016		

## APPENDIX B - RATE SCHEDULE

**Prime: S&B Infrastructure, LTD**

**Subconsultant: Ambiotec Group, Inc.**

<b>Labor/Staff Classification</b>	<b>Hourly Base Rate (2018)</b>	<b>Contract Rate (2018)</b>
Project Principal	77.74	\$ 182.85
Project Manager	45.19	\$ 106.28
Senior Engineer	45.19	\$ 106.28
Design Engineer	24.12	\$ 56.74
CADD Operator	11.59	\$ 27.25
Senior CADD Operator	18.72	\$ 44.02
RPLS - Project Manager	37.14	\$ 87.36
3-Man Surveying Crew	38.63	\$ 90.85
Construction Inspector	20.09	\$ 47.24
Administrative/Clerical	17.69	\$ 41.60
Environmental Manager	43.44	\$ 102.16
Environmental Scientist III	24.96	\$ 58.70
Administrative/Clerical	19.95	\$ 46.92
Provisional Overhead Rate:	110.00%	Contract rates include labor, overhead, and profit.  All rates are negotiated rates and are not subject to change or adjustment.
Negotiated Profit Rate:	12%	
Multiplier (overhead and fringe):	2.352	
Audit Year: N/A		

**APPENDIX B - RATE SCHEDULE****Prime: S&B Infrastructure, LTD****Subconsultant: B2Z Engineering, LLC****Page 1 of 4****Direct Labor**

<b>Labor/Staff Classification</b>	<b>Negotiated Hourly Base Rate</b>	<b>Contract Rate</b>
Project Manager	74.00	230.17
Engineer V	62.00	192.84
Engineer IV	48.00	149.30
Engineer III	44.00	136.86
Engineer in Training	27.25	84.76
Senior CADD Operator	26.00	80.87
CADD Operator	24.00	74.65
Utilities Coordinator	34.00	105.75
Senior Utilities Field Inspector	30.00	93.31
GIS Manager	32.00	99.53
GIS Operator	26.00	80.87
Administrative/Clerical	20.75	64.54
Environmental Manager	59.00	183.51
Environmental Scientist IV	44.00	136.86
Construction Manager/Engineer	44.00	136.86
Construction Inspector	32.00	99.53
Construction Recordkeeper	30.00	93.31
Negotiated Overhead Rate:	177.71%	Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.
Negotiated Profit Rate:	12%	
Multiplier:	3.1104	

**APPENDIX B - RATE SCHEDULE**  
**Prime: S&B Infrastructure, LTD**  
**Subconsultant: B2Z Engineering, LLC**  
**Page 2 of 4**

Geotechnical Engineering Services			Consultant Proposal
<u>Services To Be Provided</u>	<u>Test Code</u>	<u>Unit</u>	<u>Cost</u>
Volumetric Shrinkage	ASTM D427	each	80.00
Standard Proctor Test	ASTM D698	each	220.00
Modified Proctor Test	ASTM D1557	each	235.00
Standard Penetration Test (SPT)	ASTM D1586	LF	32.00
California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	250.00
Unconfined Compressive Strength (Soil)	ASTM D2166	each	60.00
Hydraulic Conductivity Permeability	ASTM D2434	each	300.00
One Dimensional Consolidation Properties of Soil	ASTM D2435	each	500.00
Unconfined Compressive Strength (Rock)	ASTM D2938	each	90.00
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	600.00
Splitting Tensile of Intact Rock Core	ASTM D3967	each	100.00
Water Stand Pipes	ASTM D4043	LF	40.00
Calcium Carbonate Content of Soils	ASTM D4373	each	80.00
Hydraulic Conductivity Permeability	ASTM D4511	each	275.00
One Dimensional Swell, Methods A & B	ASTM D4546	each	110.00
One Dimensional Swell, Method C	ASTM D4546	each	220.00
Permeability of Silt and Clays	ASTM D5084	each	460.00
Soil Boring with SPT	ASTM D1586	LF	32.00
Soil Boring/Rock Coring with TCP ( < 60 ft.)	Tex-132-E	LF	36.00
Soil Boring/Rock Coring with TCP ( > 60 ft.)	Tex-132-E	LF	42.00
Soil Boring/Rock Coring without TCP ( < 60 ft.)	N/A	LF	30.00
Soil Boring /Rock Coring without TCP ( > 60 ft.)	N/A	LF	36.00
Soil Boring without TCP ( < 60 ft.):			
(a) Utilizing Continuous Sampler	ASTM D1587	LF	32.00
(b) Shelby Push Tubes Extruded in Field	ASTM D1587	LF	30.00
(c) Augering	N/A	LF	24.00
Soil Boring without TCP ( > 60 ft.):			
(a) Utilizing Continuous Sampler	ASTM D1587	LF	36.00
(b) Shelby Push Tubes Extruded in Field	ASTM D1587	LF	32.00
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew)			
(a) 4-in. diameter cores	N/A	inch	7.00
(b) 6-in. diameter cores	N/A	inch	9.00
Non Destructive Deflection Testing			
Dynaflect	N/A	day	
Falling Weight Deflection (FWD)	N/A	day	
Heavy Weight Deflection (HWD)	N/A	day	
Borehole Grouting - Bentonite Chips	N/A	per foot	10.00
Piezometer - 2"	N/A	per foot	32.00
Piezometer Completion/Abandonment	N/A	each	200.00
Manhole Cover for Piezometer	N/A	each	120.00
Field Vane Shear Testing	ASTM D2573	each	75.00

**APPENDIX B - RATE SCHEDULE**  
**Prime: S&B Infrastructure, LTD**  
**Subconsultant: B2Z Engineering, LLC**  
**Page 3 of 4**

CMT and Geo Testing Services			Consultant Proposal
Services To Be Provided	Test Code	Unit	Cost
Preparing Soil and Flexible Base Materials for Testing	Tex-101-E	each	70.00
Determining Slaking Time	Tex-102-E	each	60.00
Determining Moisture Content in Soil Materials	Tex-103-E	each	14.00
Determining Liquid Limits of Soils	Tex-104-E	each	40.00
Determining Plastic Limit of Soils	Tex-105-E	each	40.00
Calculating the Plasticity Index of Soils	Tex-106-E	each	50.00
Determining the Bar Linear Shrinkage of Soils	Tex-107-E	each	40.00
Determining the Specific Gravity of Soils	Tex-108-E	each	60.00
Particle Size Analysis of Soils	Tex-110-E	each	95.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	Tex-111-E	each	40.00
Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	195.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	each	215.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	Tex-114-E	each	215.00
Field Method for Determining In-Place Density of Soils and Base Materials	Tex-115-E	each	30.00
Ball Mill Method for Determining the Disintegration of Flexible Base Material	Tex-116-E	each	230.00
Triaxial Compression Test for Disturbed Soils and Base Materials	Tex-117-E	each	1,200.00
Triaxial Compression Test for Undisturbed Soils	Tex-118-E	each	95.00
Soil-Cement Testing- Part 1	Tex-120-E	each	350.00
Soil-Cement Testing- Part 2	Tex-120-E	each	150.00
Soil-Lime Testing- Part 1	Tex-121-E	each	400.00
Soil-Lime Testing- Part 2	Tex-121-E	each	100.00
Soil-Lime Testing- Part 3	Tex-121-E	each	450.00
Determining Potential Vertical Rise	Tex-124-E	each	75.00
Determining Soil pH	Tex-128-E	each	40.00
Measuring the Resistivity of Soil Materials	Tex-129-E	each	120.00
Slurry Testing	Tex-130-E	each	45.00
Texas Cone Penetration	Tex-132-E	each	6.00
Measuring Thickness of Pavement Layer	Tex-140-E	each	25.00
Determining Sulfate Content in Soils - Colorimetric Method	Tex-145-E	each	90.00
Settlement of Sealants and Repair Materials	Tex-551-C	each	
Sieve Analysis for Fine and Coarse Aggregate	Tex-200-F	each	90.00
Bulk Specific Gravity and Water Absorption of Aggregate	Tex-201-F	each	80.00
Apparent Specific Gravity of Material Finer than No. 50 Sieve	Tex-202-F	each	80.00
Sand Equivalent	Tex-203-F	each	80.00
Determining Density of Compacted Bituminous Mixtures	Tex-207-F (Part I)	each	40.00
Determining In-Place Density of Compacted Bituminous Mixtures (Nuclear Method)	Tex-207-F (Part III)	each	75.00
Determining Mat Segregation Using a Density-Testing Gauge	Tex-207-F (Part V)	each	150.00
Determining Longitudinal Joint Density Using a Density Testing Gauge	Tex-207-F (Part VII)	each	75.00
Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	
Determining Asphalt Content of Bituminous by Extraction	Tex-210-F	each	175.00
Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	16.00
Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	50.00
Sampling Aggregate for Bituminous Mixtures, Surface Treatments and Limestone Rock Asphalt	Tex-221-F	each	50.00
Sampling Bituminous Mixtures	Tex-222-F	each	65.00
Indirect Tensile Strength Test	Tex-226-F	set of 3	75.00
Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	100.00
Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	90.00
Hamburg Wheel-Tracking Test	Tex-242-F	each	400.00
Tack Coat Adhesion	Tex-243-F	each	110.00
Thermal Profile	Tex-244-F	each	185.00

**APPENDIX B - RATE SCHEDULE**  
**Prime: S&B Infrastructure, LTD**  
**Subconsultant: B2Z Engineering, LLC**  
**Page 4 of 4**

CMT and Geo Testing Services			Consultant Proposal
<u>Services To Be Provided</u>	<u>Test Code</u>	<u>Unit</u>	<u>Cost</u>
Determining Flat and Elongated Particles	Tex-280-F	each	65.00
Sampling Flexible Base, Stone, Gravel, Sand, and Mineral Aggregates	Tex-400-A	hour	86.00
Sieve Analysis of Fine and Coarse Aggregate	Tex-401-A	each	90.00
Fineness Modulus of Fine Aggregate	Tex-402-A	each	20.00
Saturated Surface-Dry Specific Gravity and Absorption of Aggregates	Tex-403-A	each	85.00
Determining Unit Mass (Weight) of Aggregates	Tex-404-A	each	70.00
Material Finer than 75 micrometer (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	Tex-406-A	each	50.00
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	each	50.00
Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	85.00
Abrasion of Coarse Aggregate Using the Los Angeles Machine	Tex-410-A	each	200.00
Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate	Tex-411-A	each	250.00
Determining Deleterious Material in Mineral Aggregate	Tex-413-A	each	50.00
Air Content of Freshly Mixed Concrete by the Volumetric Method	Tex-414-A	each	30.00
Slump of Hydraulic Cement Concrete	Tex-415-A	each	25.00
Air Content of Freshly Mixed Concrete by the Pressure Method	Tex-416-A	each	30.00
Compressive Strength of Cylindrical Concrete Specimens	Tex-418-A	each	20.00
Measuring Temperature of Freshly Mixed Portland Cement Concrete	Tex-422-A	hour	15.00
Determining Pavement Thickness by Direct Measurement	Tex-423-A	each	50.00
Obtaining and Testing Drilled Cores of Concrete	Tex-424-A	each	300.00
Making and Curing Concrete Test Specimens	Tex-447-A	each	20.00
Capping Cylindrical Concrete Specimens	Tex-450-A	each	35.00
Determining Crushed Face Particle Count	Tex-460-A	each	65.00
Acid Insoluble Residue for Fine Aggregate	Tex-612-J	each	90.00



## APPENDIX B - RATE SCHEDULE

**Prime: S&B Infrastructure, LTD**

**Subconsultant: Cox McLain Environmental Consi**

### Direct Labor

Labor/Staff Classification		Negotiated Hourly Base Rate	Contract Rate
Project Manager		XXX.XX	150.00
Quality Manager		XXX.XX	149.57
Deputy Project Manager		XXX.XX	138.00
Environmental Manager		XXX.XX	132.00
Environmental Scientist V		XXX.XX	125.00
Environmental Scientist IV		XXX.XX	105.00
Environmental Scientist III		XXX.XX	85.00
Environmental Scientist I/II		XXX.XX	68.00
Environmental Planner V		XXX.XX	99.72
Environmental Planner IV		XXX.XX	88.94
Environmental Planner III		XXX.XX	75.46
Environmental Planner I/II		XXX.XX	66.00
Public Involvement Rep		XXX.XX	99.72
Urban Planner		XXX.XX	115.00
GIS Operator		XXX.XX	67.38
GIS Manager		XXX.XX	83.55
Administrative/Clerical		XXX.XX	51.21
Negotiated Overhead Rate: N/A		Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.	
Negotiated Profit Rate: N/A			
Multiplier: N/A			



## APPENDIX B - RATE SCHEDULE

Prime: S&amp;B Infrastructure, LTD

Subconsultant: CPM North America

## Direct Labor

Labor/Staff Classification		Negotiated Hourly Base Rate	Contract Rate
Project Principal		72.00	160.88
Project Manager		53.17	118.80
Negotiated Overhead Rate:		99.50%	Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.
Negotiated Profit Rate:		12%	
Multiplier:		2.2344	



## APPENDIX B - RATE SCHEDULE

Prime: S&amp;B Infrastructure, LTD

Subconsultant: Dos Legislative Services, LLC

## Direct Labor

Labor/Staff Classification		Negotiated Hourly Base Rate	Contract Rate
Project Principal		XXX.XX	225.00
Administrative/Clerical		XXX.XX	65.00
Negotiated Overhead Rate:	N/A	Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.	
Negotiated Profit Rate:	N/A		
Multiplier:	N/A		



## APPENDIX B - RATE SCHEDULE

Prime: S&amp;B Infrastructure, LTD

Subconsultant: Gomez Mendez Saenz, Inc.

## Direct Labor

Labor/Staff Classification		Negotiated Hourly Base Rate	Contract Rate
Project Principal		63.78	150.00
Architect		55.27	130.00
Senior CADD Operator		34.02	80.00
CADD Operator		34.02	80.00
Construction Inspector		34.02	80.00
Administrative/Clerical		19.13	45.00
Negotiated Overhead Rate:	110.00%	Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.	
Negotiated Profit Rate:	12.00%		
Multiplier:	2.3520		

## APPENDIX B - RATE SCHEDULE

Prime: S&amp;B Infrastructure, LTD

Subconsultant: L&amp;G Engineering, Inc.

Page 1 of 4

## Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Project Manager	74.00	\$215.21
Engineer V	62.00	\$180.31
Engineer IV	48.00	\$139.60
Engineer III	44.00	\$127.97
Engineer in Training	29.00	\$84.34
Senior CADD Operator	26.00	\$75.62
CADD Operator	24.00	\$69.80
Utilities Coordinator	34.00	\$98.88
Senior Utilities Field Inspector	30.00	\$87.25
GIS Manager	32.00	\$93.07
GIS Operator	26.00	\$75.62
Administrative/Clerical	22.00	\$63.98
Environmental Manager	59.00	\$171.59
Environmental Scientist IV	44.00	\$127.97
Construction Manager/Engineer	44.00	\$127.97
Construction Inspector	32.00	\$93.07
Construction Recordkeeper	30.00	\$87.25
Negotiated Overhead Rate:	159.67%	Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.
Negotiated Profit Rate:	12%	
Multiplier:	2.9083	

**APPENDIX B - RATE SCHEDULE**  
**Prime: S&B Infrastructure, LTD**  
**Subconsultant: L&G Engineering, Inc.**  
**Page 2 of 4**

Geotechnical Engineering Services			Consultant Proposal
Services To Be Provided	Test Code	Unit	Cost
Volumetric Shrinkage	ASTM D427	each	80.00
Standard Proctor Test	ASTM D698	each	220.00
Modified Proctor Test	ASTM D1557	each	235.00
Standard Penetration Test (SPT)	ASTM D1586	LF	32.00
California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	250.00
Unconfined Compressive Strength (Soil)	ASTM D2166	each	60.00
Hydraulic Conductivity Permeability	ASTM D2434	each	300.00
One Dimensional Consolidation Properties of Soil	ASTM D2435	each	500.00
Unconfined Compressive Strength (Rock)	ASTM D2938	each	90.00
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	600.00
Splitting Tensile of Intact Rock Core	ASTM D3967	each	100.00
Water Stand Pipes	ASTM D4043	LF	40.00
Calcium Carbonate Content of Soils	ASTM D4373	each	80.00
Hydraulic Conductivity Permeability	ASTM D4511	each	275.00
One Dimensional Swell, Methods A & B	ASTM D4546	each	110.00
One Dimensional Swell, Method C	ASTM D4546	each	220.00
Permeability of Silt and Clays	ASTM D5084	each	460.00
Soil Boring with SPT	ASTM D1586	LF	32.00
Soil Boring/Rock Coring with TCP ( < 60 ft.)	Tex-132-E	LF	36.00
Soil Boring/Rock Coring with TCP ( > 60 ft.)	Tex-132-E	LF	42.00
Soil Boring/Rock Coring without TCP ( < 60 ft.)	N/A	LF	30.00
Soil Boring /Rock Coring without TCP ( > 60 ft.)	N/A	LF	36.00
Soil Boring without TCP ( < 60 ft.):			
(a) Utilizing Continuous Sampler	ASTM D1587	LF	32.00
(b) Shelby Push Tubes Extruded in Field	ASTM D1587	LF	30.00
(c) Augering	N/A	LF	24.00
Soil Boring without TCP ( > 60 ft.):			
(a) Utilizing Continuous Sampler	ASTM D1587	LF	36.00
(b) Shelby Push Tubes Extruded in Field	ASTM D1587	LF	32.00
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew)			
(a) 4-in. diameter cores	N/A	Inch	7.00
(b) 6-In. diameter cores	N/A	Inch	9.00
Non Destructive Deflection Testing			
Dynaflect	N/A	day	
Falling Weight Deflection (FWD)	N/A	day	
Heavy Weight Deflection (HWD)	N/A	day	
Borehole Grouting - Bentonite Chips	N/A	per foot	10.00
Piezometer - 2"	N/A	per foot	32.00
Piezometer Completion/Abandonment	N/A	each	200.00
Manhole Cover for Piezometer	N/A	each	120.00
Field Vane Shear Testing	ASTM D2573	each	75.00

**APPENDIX B - RATE SCHEDULE**  
**Prime: S&B Infrastructure, LTD**  
**Subconsultant: L&G Engineering, Inc.**  
**Page 3 of 4**

CMT and Geo Testing Services			Consultant Proposal
<u>Services To Be Provided</u>	<u>Test Code</u>	<u>Unit</u>	<u>Cost</u>
Preparing Soil and Flexible Base Materials for Testing	Tex-101-E	each	70.00
Determining Slaking Time	Tex-102-E	each	60.00
Determining Moisture Content in Soil Materials	Tex-103-E	each	14.00
Determining Liquid Limits of Soils	Tex-104-E	each	40.00
Determining Plastic Limit of Soils	Tex-105-E	each	40.00
Calculating the Plasticity Index of Soils	Tex-106-E	each	50.00
Determining the Bar Linear Shrinkage of Soils	Tex-107-E	each	40.00
Determining the Specific Gravity of Soils	Tex-108-E	each	60.00
Particle Size Analysis of Soils	Tex-110-E	each	95.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	Tex-111-E	each	40.00
Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	195.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	each	215.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	Tex-114-E	each	215.00
Field Method for Determining In-Place Density of Soils and Base Materials	Tex-115-E	each	30.00
Ball Mill Method for Determining the Disintegration of Flexible Base Material	Tex-116-E	each	230.00
Triaxial Compression Test for Disturbed Soils and Base Materials	Tex-117-E	each	1,200.00
Triaxial Compression Test for Undisturbed Soils	Tex-118-E	each	95.00
Soil-Cement Testing- Part 1	Tex-120-E	each	350.00
Soil-Cement Testing- Part 2	Tex-120-E	each	150.00
Soil-Lime Testing- Part 1	Tex-121-E	each	400.00
Soil-Lime Testing- Part 2	Tex-121-E	each	100.00
Soil-Lime Testing- Part 3	Tex-121-E	each	450.00
Determining Potential Vertical Rise	Tex-124-E	each	75.00
Determining Soil pH	Tex-128-E	each	40.00
Measuring the Resistivity of Soil Materials	Tex-129-E	each	120.00
Slurry Testing	Tex-130-E	each	45.00
Texas Cone Penetration	Tex-132-E	each	6.00
Measuring Thickness of Pavement Layer	Tex-140-E	each	25.00
Determining Sulfate Content in Soils - Colorimetric Method	Tex-145-E	each	90.00
Settlement of Sealants and Repair Materials	Tex-551-C	each	
Sieve Analysis for Fine and Coarse Aggregate	Tex-200-F	each	90.00
Bulk Specific Gravity and Water Absorption of Aggregate	Tex-201-F	each	80.00
Apparent Specific Gravity of Material Finer than No. 50 Sieve	Tex-202-F	each	80.00
Sand Equivalent	Tex-203-F	each	80.00
Determining Density of Compacted Bituminous Mixtures	Tex-207-F (Part I)	each	40.00
Determining In-Place Density of Compacted Bituminous Mixtures (Nuclear Method)	Tex-207-F (Part III)	each	75.00
Determining Mat Segregation Using a Density-Testing Gauge	Tex-207-F (Part V)	each	150.00
Determining Longitudinal Joint Density Using a Density Testing Gauge	Tex-207-F (Part VII)	each	75.00
Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	
Determining Asphalt Content of Bituminous by Extraction	Tex-210-F	each	175.00
Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	16.00
Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	50.00
Sampling Aggregate for Bituminous Mixtures, Surface Treatments and Limestone Rock Asphalt	Tex-221-F	each	50.00
Sampling Bituminous Mixtures	Tex-222-F	each	65.00
Indirect Tensile Strength Test	Tex-226-F	set of 3	75.00
Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	100.00
Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	90.00
Hamburg Wheel-Tracking Test	Tex-242-F	each	400.00
Tack Coat Adhesion	Tex-243-F	each	110.00
Thermal Profile	Tex-244-F	each	185.00



**APPENDIX B - RATE SCHEDULE**  
**Prime: S&B Infrastructure, LTD**  
**Subconsultant: L&G Engineering, Inc.**  
**Page 4 of 4**

CMT and Geo Testing Services			Consultant Proposal
<u>Services To Be Provided</u>	<u>Test Code</u>	<u>Unit</u>	<u>Cost</u>
Sampling Flexible Base, Stone, Gravel, Sand, and Mineral Aggregates	Tex-400-A	hour	86.00
Sieve Analysis of Fine and Coarse Aggregate	Tex-401-A	each	90.00
Fineness Modulus of Fine Aggregate	Tex-402-A	each	20.00
Saturated Surface-Dry Specific Gravity and Absorption of Aggregates	Tex-403-A	each	85.00
Determining Unit Mass (Weight) of Aggregates	Tex-404-A	each	70.00
Material Finer than 75 micrometer (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	Tex-406-A	each	50.00
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	each	50.00
Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	85.00
Abrasion of Coarse Aggregate Using the Los Angeles Machine	Tex-410-A	each	200.00
Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate	Tex-411-A	each	250.00
Determining Deleterious Material in Mineral Aggregate	Tex-413-A	each	50.00
Air Content of Freshly Mixed Concrete by the Volumetric Method	Tex-414-A	each	30.00
Slump of Hydraulic Cement Concrete	Tex-415-A	each	25.00
Air Content of Freshly Mixed Concrete by the Pressure Method	Tex-416-A	each	30.00
Compressive Strength of Cylindrical Concrete Specimens	Tex-418-A	each	20.00
Measuring Temperature of Freshly Mixed Portland Cement Concrete	Tex-422-A	hour	15.00
Determining Pavement Thickness by Direct Measurement	Tex-423-A	each	50.00
Obtaining and Testing Drilled Cores of Concrete	Tex-424-A	each	300.00
Making and Curing Concrete Test Specimens	Tex-447-A	each	20.00
Capping Cylindrical Concrete Specimens	Tex-450-A	each	35.00
Determining Crushed Face Particle Count	Tex-460-A	each	65.00
Acid Insoluble Residue for Fine Aggregate	Tex-612-J	each	90.00

## APPENDIX B - RATE SCHEDULE

Prime: S&amp;B Infrastructure, LTD

Subconsultant: Landhawk Consulting, LLC

## Direct Labor

Labor/Staff Classification		Negotiated Hourly Base Rate	Contract Rate
Administrative/Clerical		XXX.XX	51.75
Environmental Scientist I/II		XXX.XX	80.50
Environmental Scientist III		XXX.XX	103.50
Environmental Scientist IV		XXX.XX	115.00
Environmental Manager		XXX.XX	143.75
GIS Manager		XXX.XX	86.25
Environmental Scientist V		XXX.XX	126.50
Negotiated Overhead Rate:	N/A	Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.	
Negotiated Profit Rate:	N/A		
Multiplier:	N/A		

## APPENDIX B - RATE SCHEDULE

Prime: S&amp;B Infrastructure, LTD

Subconsultant: Mitigation Solutions USA

## Direct Labor

Labor/Staff Classification		Negotiated Hourly Base Rate	Contract Rate
Project Principal		XXX.XX	275.00
Environmental Manager		XXX.XX	185.00
Project Manager		XXX.XX	175.00
Environmental Scientist V		XXX.XX	150.00
Senior CADD Operator		XXX.XX	100.00
Administrative/Clerical		XXX.XX	50.00
Negotiated Overhead Rate:	N/A	Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.  <b>Note: This fee schedule is not valid for use for any mitigation services. For those services, a Permittee Responsible Mitigation (PRM) will be developed for each specific project.</b>	
Negotiated Profit Rate:	N/A		
Multiplier:	N/A		

## APPENDIX B - RATE SCHEDULE

Prime: S&B Infrastructure, LTD

Subconsultant: R.O.W. Surveying Services

### Direct Labor

Labor/Staff Classification		Negotiated Hourly Base Rate	Contract Rate
Project Manager		XXX.XX	161.92
RPLS - Project Manager		XXX.XX	163.19
Senior CADD Operator		XXX.XX	115.00
CADD Operator		XXX.XX	100.00
1 - Man Survey Crew		XXX.XX	150.00
2 - Man Survey Crew		XXX.XX	169.51
3 - Man Survey Crew		XXX.XX	200.00
4 - Man Survey Crew		XXX.XX	227.70
Administrative/Clerical		XXX.XX	63.25
Utilities Coordinator		XXX.XX	94.88
Negotiated Overhead Rate:	N/A	Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.	
Negotiated Profit Rate:	N/A		
Multiplier:	N/A		

## APPENDIX B - RATE SCHEDULE

Prime: S&amp;B Infrastructure, LTD

Subconsultant: RJ Hundley Consulting, LLC

## Direct Labor

Labor/Staff Classification		Negotiated Hourly Base Rate	Contract Rate
Senior Engineer		85.00	199.92
Scheduler		40.00	94.08
Administrative/Clerical		22.00	51.74
Negotiated Overhead Rate:	110.00%	Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.	
Negotiated Profit Rate:	12%		
Multiplier:	2.3520		

## APPENDIX B - RATE SCHEDULE

Prime: S&amp;B Infrastructure, LTD

Subconsultant: RODS Aerial Mapping LLC (RAM)

## Direct Labor

Labor/Staff Classification		Negotiated Hourly Base Rate	Contract Rate
Project Manager		XXX.XX	\$66.70
Certified Photogrammetrist		XXX.XX	\$55.20
Analytical Triangulation Specialist		XXX.XX	\$46.00
Aerial Mapping Technician		XXX.XX	\$75.00
Orthophoto Specialist		XXX.XX	\$43.70
Mapping Editor (includes QA/QC, Finishing, & Finalization)		XXX.XX	\$40.25
Aerial Office Technician		XXX.XX	\$28.75
Aerial Processing Technician		XXX.XX	\$48.30
Flight Crew Fixed Wing Aircraft (Includes Pilot and Camera Operator)		XXX.XX	\$43.70
Airborne LIDAR Processing Technician		XXX.XX	\$46.00
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)		XXX.XX	\$43.70
Helicopter LiDAR Processing Technician		XXX.XX	\$46.00
Helicopter Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)		XXX.XX	\$46.00
Photo Lab Specialist		XXX.XX	\$34.50
Photo Processing Technician		XXX.XX	\$39.10
Negotiated Overhead Rate:	N/A	Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.	
Negotiated Profit Rate:	N/A		
Multiplier:	N/A		



## APPENDIX B - RATE SCHEDULE

Prime: S&B Infrastructure, LTD  
 Subconsultant: RODS Subsurface Utility Engineering, Inc.  
 Page 2 of 2

Utility Engineering & Coordination Services		Contract Rate
Services To Be Provided	Unit	Cost
SUE (Quality Level C and D) Includes labor and equipment for records research, CADD, and mapping.	LF	0.70
SUE (Quality Level B - Utility Designation) Includes labor and equipment for records research, designating, engineering, surveying, CADD mapping and limited traffic control.	LF	1.45
SUE (Quality Level A - Utility Locate, Test Holes) Includes labor and equipment for vacuum excavation, engineering, surveying, CADD, and limited traffic control. These prices reflect that a Quality Level B service has been provided.		
Level A: 0 to 5 ft.	each	965.00
Level A: > 5 to 8 ft.	each	1,330.00
Level A: > 8 to 13 ft.	each	1,600.00
Level A: > 13 to 20 ft.	each	2,100.00
Level A: > 20 ft.	VF	155.00
SUE Mobilization/Demobilization These costs are intended to be a one-time expense compensation for mobilizing/demobilizing personnel and equipment portal to portal. Vacuum excavation truck (non-local)	Mile	4.00

**Note: When the above unit prices are not utilized, the following appropriate rates will apply**

Subsurface Utility Engineering (SUE) Field Services		
One (1) Designating Person with equipment	hour	105.00
Two (2) Designating Person with equipment	hour	175.00

The unit costs shown include labor, overhead, and profit. Payment based on units completed. No partial payments.

All unit costs are negotiated costs and are not subject to change or adjustment.

Unit Cost Payment Basis: If unit costs by year are included, unit costs billed should correspond to the fiscal or calendar year, if applicable, in which the work was done.

Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.





## APPENDIX B - RATE SCHEDULE

Prime: S&amp;B Infrastructure, LTD

Subconsultant: RODS Surveying, Inc.

Page 2 of 2

## Direct Labor

Labor/Staff Classification		Unit	Contract Rate
1 - Man Survey Crew		hour	105.00
2 - Man Survey Crew		hour	160.00
3 - Man Survey Crew		hour	190.00
4 - Man Survey Crew		hour	210.00
Negotiated Overhead Rate:	N/A	Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.	
Negotiated Profit Rate:	N/A		
Multiplier:	N/A		

## APPENDIX B - RATE SCHEDULE

Prime: S&amp;B Infrastructure, LTD

Subconsultant: VE Group, LLC

## Direct Labor

Labor/Staff Classification		Negotiated Hourly Base Rate	Contract Rate
Project Manager		75.00	256.23
Senior Engineer		60.00	204.99
Engineer V		50.00	170.82
Structural Engineer		73.17	249.98
Abstractor		29.27	100.00
Senior CADD Operator		33.66	115.00
Administrative/Clerical		17.00	58.08
Negotiated Overhead Rate:		205.04%	Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.
Negotiated Profit Rate:		12%	
Multiplier:		3.4164	

## APPENDIX B

### Team - Other Direct Expenses

			Negotiated Rates
Other Direct Expenses	Unit	Fixed/Max	ODE Rate
Lodging/Hotel - Taxes and Fees	day/person	M	Current State Rate
Lodging/Hotel (Taxes/fees not included)	day/person	M	Current State Rate
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	M	Current State Rate
Mileage	mile	F	0.54
Rental Car Fuel	day	M	30.00
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed) (2 seat, 4X4)	day	M	150.00
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed) (4 seat, 4X4)	day	M	200.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	day	F	at cost
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	month	F	at cost
Construction Truck 4X4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed)	day	M	at cost
Construction Truck 4x4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed)	month	M	at cost
Rental Car Fuel	gallon	M	4.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	M	60.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	M	600.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person	M	500.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person	M	600.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person	M	800.00
Air Travel - International - 2+ Wks Notice (Coach)	Rd Trip/person	M	800.00
Air Travel - International - Short Notice (Coach)	Rd Trip/person	M	1,000.00
Oversize, special handling or extra baggage airline fees	each	M	25.00
Taxi/Cab fare	each/person	M	30.00
Parking	day	M	20.00
Toll Charges	each	M	6.75
Standard Postage	letter	F	0.50
Certified Letter Return Receipt	each	F	2.50
Overnight Mail - letter size	each	M	2.00
Overnight Mail - oversized box	each	M	40.00
Materials and Shipping	per package	M	25.00
Courier Services	each	M	40.00
Photocopies B/W (11" X 17")	each	F	0.35
Photocopies B/W (8 1/2" X 11")	each	F	0.15
Photocopies Color (11" X 17")	each	F	1.25
Photocopies Color (8 1/2" X 11")	each	F	0.75
Cardstock Color (8 1/2" X 11")	each	F	1.00
Digital Ortho Plotting	sheet	F	2.00
Plots (B/W on Bond)	per sq. ft.	F	0.65

Plots (Color on Bond)	per sq. ft.	F	1.75
Plots (Color on Photographic Paper)	per sq. ft.	F	4.10
Color Graphics on Foam Board	square foot	F	10.00
Presentation Boards 30" X 40" Color Mounted	each	M	60.00
Report Printing	each	M	28.00
Report Binding and tabbing	each	F	7.00
Drawing Binders (variable depth for 11" X 17" paper)	each	M	5.00
Notebooks	each	M	8.50
Reproduction of CD/DVD	each	M	5.00
CDs	each	F	1.10
4" X 6" Digital Color Print	picture	F	0.30
Tx Parks & Wildlife Data Request Fees	each	M	38.00
Hazardous Materials Database Search	per search	M	310.00
Noise Meter Rental	per project	M	150.00
Environmental Database Search	per mile	M	N/A
Environmental Database Search	per project	M	1,000.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day	M	25.00
TARL Curation Fee	site	M	at cost
Curator (Drawer & TX Archaeological Research Lab for artifacts & report)	per project	M	at cost
Newspaper Advertisement	per publication	M	at cost
Court Reporter	page	M	at cost
Court Reporter (Public Meetings, Hearings & Transcription)	day	M	500.00
Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement	event	M	400.00
Translator (English to Spanish, other language as appropriate, or Sign Language)	hour	M	100.00
Written Translation Services	word	F	0.18
Custodian for Public Involvement	hour/custodian	M	45.00
Sound Technician for Public Involvement	event	M	800.00
Public Involvement Facility Rental (estimate)	4 hours	M	750.00
Public involvement Facility Rental (estimate)	8 hours	M	3,000.00
Public Involvement Facility Rental (estimate)	hour	M	150.00
Public Involvement Facility Rental	event	M	1,000.00
Audio - Equipment Rental	each	M	300.00
Audio - Visual Equipment Rental	event	M	500.00
Public Involvement Graphic Artist	event	F	155.00
Professional Narrator for Public Involvement	event	F	150.00
Professional Narrator for Public Involvement	hour	F	125.00
Property Record Fees (Courthouse and Courthouse Direct Record Fees)	Per Parcel	M	50.00
Public Notices - Mass Mailing (500 pieces)	per mailing	M	375.00
Public Notices - Mass Mailing/with Self Addressed Return Envelope (500 pieces)	per mailing	M	400.00
Electronic Message Signs	day	M	200.00
Website URL Rental	year	F	100.00
LargeProject Website annual fees	each	M	1,000.00
Video Conferencing Equipment for Field Office	lump sum	M	500.00
Transearch Count-Level Database with counties in neighboring states' BEA's (BEA level beyond TX borders)(Cost is per Unit with Maximum Total Cost per contract not to exceed \$250,000)	per Unit	M	at cost
FEMA FIS (Manual)	each	M	5.00
FEMA FIS Backup Data Request	each	M	300.00

FEMA Map Revision Submittal (CLOMR/LOMR) (Submittal Fee Only)	each	M	5,000.00
FEMA Model/Floodplain Hardcopy	each	M	250.00
Railroad - Flagger (Service provided by RR)	hour	M	60.00
Railroad - Insurance in addition to STD Minimum Required (Minimum coverage of \$1 Million required by RR.)	each	M	at cost
Railroad - Permit [Note: Read and then delete this note. Most railroad companies charge a fee of \$500 for the permit to access their property.]	each	M	1,500.00
Railroad - Safety Training (If required - Heavy Rail Safety Training Certificate, includes classroom training and employee certification card.)	Per Person	M	250.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel)	day	M	3,000.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)	day	M	2,500.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (Includes labor, equipment and fuel)	day	M	1,375.00
Attenuator trucks - (Lane/Shoulder Closure) (Includes labor, equipment and fuel)	day	M	400.00
Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel)	day	M	250.00
Flashing Arrow Board	day	M	450.00
Portable Message Board	day	M	225.00
Law Enforcement/Uniform Officer (including vehicle)	hour	M	50.00
Required Permit Fees (non- railroad)	each	M	300.00
Cancellation Fee	each	M	at cost
NDT Testing Supplies	each	M	at cost
Shelby Tubes Transportation Box	each	M	50.00
Boat with Motor	day	M	400.00
Bulldozer Rental	each	M	1,100.00
Fathometer	day	M	90.00
Backhoe Rental	day	M	1,250.00
Map, Tapes, and Supplies	each	F	at cost
Rental Equipment - Gasoline Powered Auger	day	M	at cost
Underwater Diving Equipment Rental (Tanks, Boats, Trailers, etc.)	each	M	at cost
ManLift Equipment Rental or Bridge Inspection Equipment Rental	day	M	250.00
Barge Rental for Off Shore Drilling	each	M	2,500.00
Mobilization and Demobilization Barge for Submerged Areas	each	M	1,500.00
Mobilization and Demobilization of Drilling Rig (Trips over 100 miles from district HQ to site)	each	M	500.00
Cellular Telephone & Data Plan	each/month	M	45.00
Wireless Router/Server	month	M	25.00
Laptop Computer/iPad and data plan	each/month	M	40.00
Desktop & Microcomputer w/Plotter-each/month	sheet	M	0.20
Personal Protective Equipment (hat, vest, gloves, boots, hearing prot., glasses)	per employee	M	at cost
Mobilization/Demobilization Laboratory	each	M	See CM ODE
AASHTO Accreditation Aggregates Laboratory	each	M	See CM ODE

AASHTO Accreditation Hot Mix Laboratory	each	M	See CM ODE
AASHTO Accreditation Soil Laboratory	each	M	See CM ODE
CCRL Accreditation	each	M	See CM ODE
Rolling Measuring Wheel	day	M	See CM ODE
Equipment Calibration	each	M	See CM ODE
Office Trailer Rental	each	M	See CM ODE
GPS Receiver (rates applied to actual time GPS units are in use)	hour	M	20.00
GPS RTK (rates applied to actual time GPS units are in use)	hour	F	25.00
GPS Static (rates applied to actual time GPS units are in use)	hour	F	20.00
Map Records	sheet	M	4.00
Deed Copies	sheet	F	3.00
Certified Deed Copies	sheet	F	2.50
Historical Aerial Images	unit	M	100.00
Aerial Photographs (1" = 500' scale)	each	M	100.00
Type II ROW Monument - Excavated/Drilled, rocks, rocky soil. 2-4 inch depth (includes crew time, equipment, materials, rentals, & labor).	each	F	85.00
Type II ROW Monument - Poured 2-3 Feet (includes One Call, crew time, equipment, materials, rentals, labor).	each	F	200.00
Survey Boundary Taxes (If this line item is billed, a Tax Resale Certificate must be kept on file, and be available upon request by the state.)	each	M	at cost
Reprographics	per sq. ft.	F	5.00
Wood Core Boxes (Applies to large projects and long term storage)	each	M	at cost
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use)	hour	F	75.00
Ground Target (includes paint, panel material, etc.)	each	F	25.00
Helicopter Equipment LiDAR - Project Flight Miles (On project flight miles)	per mile	M	10.00
Helicopter Equipment LiDAR - Transit Miles (including turn, maneuver miles and local airport to project)	per mile	M	15.00
Fixed Wing Airborne LiDAR - Project Flight Miles (On project flight miles)	per mile	F	22.00
Fixed Wing Airborne LiDAR - Transit Miles (including turn, maneuver miles and local airport to project)	per mile	F	8.00
Aerial Photography - Airborne GPS/IMU Data collection/Processing	Per Project	F	2,250.00
Aerial Photography - Project Flight Miles (On project flight miles)	Per Mile	F	22.00
Aerial Photography - Transit miles (including turn, maneuver miles and local airport to project)	Per Mile	F	8.00
Photo Lab Service - Digital image processing	Per Frame	F	10.00
Photo Lab Service - Enlargements, Lamination, Mounting	per sq. ft.	F	1.00
Photo Processing Technician	hour	F	40.00
Mobilization for Helicopter Airborne LiDAR (includes Helicopter, Pilot, LiDAR Operator, Fuel and Transportation Cost)	per project	M	15,000.00
Mobilization for Fixed Wing Aircraft LiDAR ( includes Pilot, Aircraft, LiDAR Operator, Fuel, and Transportation Cost)	per project	M	13,000.00
ABGPS (processing)	per project	F	2,250.00

Mobilization of Coring Rig (All Trips)	N/A	each	350.00
Mobilization of Drilling Rig (Trips less than 100 miles from office to site)	N/A	mile	5.00
Mobilization of Drilling Rig (Trips over 100 miles from office to site)	N/A	mile	5.00



**APPENDIX C**  
**KEY PERSONNEL**

## APPENDIX C

KEY PERSONNEL

SCOPE OF SERVICES / Key Personnel	Company
<b>1. Project Management</b>	
Daniel O. Rios, PE	S&B Infrastructure, Ltd.
Phillip J. Pawelek, PE	S&B Infrastructure, Ltd.
Harold J. Reddish, PE	S&B Infrastructure, Ltd.
Shawn Henderson (Project Controls)	S&B Infrastructure, Ltd.
Gume Ybarra (DLS)	DOS Legislative Services, LLC
Dr. Arturo de las Fuentes, PHD	Cruces y Puentes Internacionales S.A. de C.V.
<b>2. Feasibility Studies and Evaluation</b>	
Daniel Garces, PE	S&B Infrastructure, Ltd.
Phillip J. Pawelek, PE	S&B Infrastructure, Ltd.
Sam Bohluli, PE (C&M)	C&M Associates, Inc.
<b>3. Project Initiation and Coordination</b>	
Daniel O. Rios, PE	S&B Infrastructure, Ltd.
Phillip J. Pawelek, PE	S&B Infrastructure, Ltd.
<b>4. Environmental Compliance</b>	
Larry Cox (CMEC)	Cox   McLain Environmental Consulting, Inc.
Juan Alcazar	S&B Infrastructure, Ltd.
Troy Madrigal	Mitigation Solutions USA
J.D. Cortez	Landhawk Consulting LLC
<b>5. ROW Acquisition &amp; Utilities</b>	
Manuel Escamilla, PE, R.P.L.S.	S&B Infrastructure, Ltd.
Larry Vincent Sherlock, R.P.L.S. (RSI)	RODS Surveying, Inc.
Luana Gonzalez (L&G)	L&G Consulting Engineers, Inc.
Joseph A. Tamayo, PE (ACEG)	Ambiotec Civil Engineering Group, Inc.
Kurt Schumacher, RPLS	R.O.W. Surveying Services, LLC
<b>6. PS&amp;E</b>	
Phillip J. Pawelek, PE	S&B Infrastructure, Ltd.
Guillermo Arratia, PE	S&B Infrastructure, Ltd.
Manching Wei, PE	S&B Infrastructure, Ltd.
Reuben Abesamis, PE	S&B Infrastructure, Ltd.
Harry Simeonidis, PE (ETSI)	Egonomic Transportation Solutions, Inc.
David Saenz, PE	L&G Consulting Engineers, Inc.
Oliver F. Salgado, PE	B2Z Engineering, LLC
<b>7. Project Procurement/Contract Admin</b>	
David Alvarez (CPM-NA)	CPN North America, PLLC

SCOPE OF SERVICES / Key Personnel	Company
<b>8. Construction Management &amp; Insp</b>	
Jose Guajardo, PE	S&B Infrastructure, Ltd.
Hector Lopez, PE	S&B Infrastructure, Ltd.
Louis Lopez	S&B Infrastructure, Ltd.
Rick Gil (L&G)	L&G Consulting Engineers, Inc.
Robert J. Hundley, PE	RJ Hundley Consulting, LLC
<b>9. Project Maintenance</b>	
Michael C. Riojas, PE	S&B Infrastructure, Ltd.
Michael Vela	S&B Infrastructure, Ltd.
<b>10. Transportation Programming Services</b>	
Behrooz Badiozzamani, PE	L&G Consulting Engineers, Inc.
<b>11. Project Funding Support &amp; Compliance</b>	
Daniel O. Rios, PE	S&B Infrastructure, Ltd.
Gume Ybarra (DLS)	DOS Legislative Services, LLC

**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 \_\_\_\_\_, 2018 (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. The Authority shall pay the GEC under the following acceptable payment method [select one or more]: (i) lump sum, (ii) cost plus fixed fee, (iii) cost per unit of work, or (iv) specific rates of compensation.

C.3. 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.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

By: \_\_\_\_\_  
Name: Frank Parker, Jr., Chairman  
Date: \_\_\_\_\_

**S&B INFRASTRUCTURE, LTD.**

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPENDIX E**  
**RFO AND RFP RESPONSE**

**4-I    CONSIDERATION AND APPROVAL OF GENERAL ENGINEERING  
CONTRACT BETWEEN THE CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY AND HALFF & ASSOCIATES.**

**CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY**

**AGREEMENT FOR**

**GENERAL CONSULTING  
CIVIL ENGINEERING SERVICES**

**HALFF ASSOCIATES, INC.**



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**Appendix A Scope of Consultant Services**

**Appendix B Rate Schedule**

**Appendix C Key Personnel**

**Appendix D Work Authorization**

**Appendix E RFQ and RFP Response**

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

THIS AGREEMENT, made as of this 10<sup>th</sup> day of May 2018, by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY ("CCRMA"), 3461 Carmen Avenue, Rancho Viejo, Texas 78575, hereinafter referred to as the "Authority", and HALFF ASSOCIATES, INC., 5000 West Military Highway, Suite 100, McAllen, Texas 78503-7446, hereinafter referred to as the "GEC".

**WITNESSETH:**

**WHEREAS**, pursuant to a qualifications-based selections process consistent with provisions of federal regulations (23 C.F.R. § 172), the Professional Services Procurement Act (Tex. Gov't Code § 2254.001. *et seq.*), and the Authority's "Policies and Procedures Governing Procurements of Goods and Services," the Authority sought to identify and obtain the Services of one or more qualified engineering firms to provide general consulting civil engineering services as the General Engineering Consultant(s) (or "GEC") for the Authority; and

**WHEREAS**, firms submitted responses setting forth their respective qualifications for the work, and firms made oral presentations to the Authority; and

**WHEREAS**, Halff Associates, Inc., was selected by CCRMA as one of the firms to serve as a GEC for the Authority; and

**WHEREAS**, this Agreement has been negotiated and finalized between those parties and provides for the provision of Services (as defined below) to the Authority at a fair and reasonable price.

**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 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 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 Authority's Strategic Plan and periodic amendments thereto (required by Tex. Transp. Code § 370.261), 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, operating as an independent contractor as set forth herein, is operating as an extension of the Authority's staff, the Authority shall use reasonable efforts, but at no additional cost to the Authority, to require all construction contractors and design engineers performing Services on any Project for which the Authority is the procuring entity and is 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 CONSULTANT 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: project management; feasibility studies and evaluation; project initiation and coordination; environmental compliance; right of way acquisition and utilities accommodations; plans, specifications, and estimates including detailed design work; project procurement and contract administration services; construction management and inspection services; project maintenance; transportation programming services; project funding support and compliance with Federal and State funding source requirements; 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 in the Scope of

Consultant 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. **MAXIMUM CONTRACT AMOUNT.** The maximum amount that may be awarded under this Contract is \$6,000,000. This amount may be changed through an executed amendment to this contract.

b. **AUTHORIZED METHODS OF COMPENSATION.** The basis for payment under this Agreement will include all of the following acceptable payment methods: (i) lump sum, (ii) cost plus fixed fee, (iii) cost per unit of work, or (iv) specific rates of compensation as described in Section 4.c. Work Authorizations issued pursuant to this Agreement shall specify which of the acceptable payment methods shall be applied as determined by the Authority to be most appropriate for the elements or scope of work within the Work Authorization. The "cost plus a percentage of cost" and "percentage of construction cost" methods of payment shall not be used for any work funded in whole or in part with federal funds. The lump sum payment method shall only be used when the Authority has established the

extent, scope, complexity, character, and duration of the work to be required to a degree that fair and reasonable compensation, including a fixed fee, can be determined at the time of negotiation. When the method of payment is other than lump sum, the Work Authorization shall specify a maximum amount payable which shall not be exceeded unless adjusted by a contract modification.

c. **SPECIFIC RATES OF COMPENSATION METHOD.** The specific rates of compensation payment method provides for reimbursement on the basis of direct labor hours at specified fixed hourly rates (including direct labor costs, indirect costs, and fee or profit) plus any other direct expenses or costs, subject to an agreed maximum amount. The specific rates of compensation payment method shall be 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.d. and 4.e. 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 Consultant Services, together with overhead and, except as described in subsection 4.f. 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.e. below.

d. **THE MULTIPLIER.** The applicable multiplier for all GEC employees providing Services under this Agreement (the "Multiplier") shall be calculated pursuant to subsection 4.e and the Appendices. The profit rate shall be twelve percent (12%) for each GEC; however, the Multiplier is unique to each GEC given each GEC's applicable overhead rate. 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.

e. **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, or subcontracts for, GEC or comparable work for the Texas Department of



Transportation ("TxDOT"). To the extent required by applicable law, including but not limited to 23 C.F.R. § 172.11, indirect rates assessed or charged under this Agreement must be approved by a State Transportation Agency and must be certified as FAR compliant. For the purposes of this Agreement, the initial Multiplier is based upon the GEC's applicable overhead rate times direct labor cost, plus profit. The direct labor cost is computed as follows:  $1 + [\text{applicable overhead rate}] \times [\text{profit rate (12\%)}]$ .

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, 2019, 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.

f. **EXPENSES.** As indicated above, the compensation computed in accordance with subsections 4.c., d., and e. 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's Executive Director, 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.f., such costs incurred by the GEC to bring to its local office or the Authority's facilities, with advance approval by the Authority's Executive Director, 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.n.

g. **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.

h. **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 the 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 directly pertinent to this Agreement shall be made available during the GEC's normal business hours to the Authority, TxDOT, the Federal Highway Administration ("FHWA"), the Inspector General of the U.S. Department of Transportation, or the Comptroller General of the United States, or any of their duly authorized representatives. The GEC shall maintain all books, documents, papers, and records and other evidence directly pertinent to the Agreement, including materials 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. The GEC shall make such materials available upon request in physical or portable format. All books and records shall be available for inspection, review, examination, copying, excerpts, transcriptions, and auditing

throughout the term of this Agreement and for three (3) years after the Authority makes final payment and all other pending matters are closed, or for any other period as defined in 2 CFR § 200.333. 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.

i. EFFECT OF PAYMENTS. No payment by the Authority shall relieve the GEC of its obligation to timely deliver 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 thirty (30) days 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 offset 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.

j. 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.

k. **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.

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

Bank Name:	Legacy Texas Bank
ABA Number:	111901234
Account Name:	Halff Associates Inc.
Address:	1201 North Bowser Rd. Richardson, TX 75081
Account Number:	70091947
Remittance advice emailed to:	Receivables@halff.com

m. **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, for any reason.

(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 for said disputed amounts shall not commence until such dispute is resolved.

n. **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.

o. ON-CALL OR INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ). This Agreement shall be one of on-call or Indefinite Delivery/Indefinite Quantity (IDIQ). The Services under this Agreement were procured using competitive negotiation, as required in 23 C.F.R. § 172.9. 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. 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. No representation or assurance has been made on behalf of the Authority to the GEC as to the total compensation that will be paid to the GEC under this Agreement.

p. COMPENSATION OF SUBCONSULTANTS. As noted in the Request for Qualifications by which the GEC was procured, it is anticipated that the GEC may utilize the services of subconsultants to respond to certain assignments under this Agreement. The selection and Services to be provided by subconsultants must be approved, in advance, by the Authority's Executive Director. 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. For this Agreement, the GEC agrees

that the DBE percentage goal shall generally be 12.6% subject to the provisions herein. Each monthly invoice shall include a summary of the DBE participation achieved and the percentage of Services performed by local firms. The DBE percentage goal shall be provided in each applicable Work Authorization, and each applicable Work Authorization may have a different percentage for the DBE percentage goal in the event that Federal Funds are used for the applicable Work Authorization or for some other lawful reason.

q. **COMPLIANCE WITH FEDERAL AND STATE COST PRINCIPLES.** To the extent that TxDOT, FHWA, or other State or Federal agencies make assistance available on a cost reimbursement basis, the GEC will be obligated to assure that all work performed and all costs incurred on a project receiving financial assistance are allowable in accordance with the Federal cost principles and, with regard to Federal-aid projects, in accordance with 23 C.F.R. § 172.11. To be eligible for reimbursement, all consultant costs must be allowable in accordance with the Federal cost principles, consistent with the terms of this Agreement, and accepted by the Authority as to quality and progress of the work. Consultants shall be responsible for accounting for costs appropriately and for maintaining records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, are allocable to the contract, and comply with Federal cost principles. Any costs paid by the Authority to the GEC that are later found to be ineligible or unallowable under this subsection 4.q. shall promptly be refunded by GEC to the Authority.

5. **TIME OF PERFORMANCE.**



It is understood and agreed that the term of this Agreement shall be for three (3) years, commencing May 10, 2018, and concluding May 9, 2021, subject to the earlier termination of this Agreement pursuant to Sections 6 or 7 below or further extension upon agreement of both parties. This Agreement may be extended upon agreement of both parties for one additional two (2) year term.

**6. TERMINATION FOR DEFAULT.**

Time is of the essence 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 this Agreement 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. The parties agree, however, that the GEC shall be provided sufficient time to employ sound professional practices and shall not be held responsible for delays in performance occasioned by factors beyond the GEC's reasonable control and which could not have been foreseen with the exercise of reasonable care. 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. Dispute resolution procedures identified in this Agreement shall be followed in the event of a termination that is disputed by the GEC.

**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 and may be provided for by an equitable adjustment to the GEC's compensation in an amount, if any, deemed reasonable by the Authority. 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, 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 performance of the Services. The GEC shall furnish the Authority with a fully qualified candidate for the removed person within ten (10) calendar 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 best 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/she 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) periodically (at such intervals directed by the Executive Director) (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 period. 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 at such times as the Authority deems 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.d. 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, logs, survey notes, test procedures, test data, recommendations, reports, 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. Further, any plans, specifications, reports, or studies that are produced under this Agreement and owned by the GEC shall transfer in ownership to the Authority upon payment therefore. If at any time demand is made by the Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such materials, records, and/or documents 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 a 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. As set forth in Section 4, the basis for payment on each Work Authorization will be either (i) lump sum, (ii) cost plus fixed fee, (iii) cost per unit of work, or (iv) specific rates of compensation. The Work Authorization shall specify which of the acceptable payment methods shall be applied as determined by the Authority to be most appropriate for the elements or scope of work within the Work Authorization. In no case will the maximum specified payment stated in the Work Authorization 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 pursuant to 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 during the previous month under each outstanding 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 performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, environmental laws, federal and state procurement statutes and regulations, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the Authority's enabling legislation (Tex. Transp. Code, Chapter 370), 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. In addition, the following assurances and disclosures are incorporated by reference into this Agreement: (i) Standard U.S. Department of Transportation Title VI Assurances (DOT Order 1050.2), (ii) Disadvantaged Business Enterprise (DBE) assurance as specified in 49 C.F.R. 26.13(b), and (iii) the lobbying certification and disclosure as specified in 49 C.F.R. part 20.

**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 described below. If the GEC's present coverage is insufficient, then the GEC shall obtain

additional coverage prior to the initiation of any work. No Notice to Proceed shall be effective unless the GEC has the insurance required by this Agreement and the applicable Work Authorization. Notwithstanding any other provision of this Agreement, the Authority reserves the right to increase any of the insurance policy limits as well as provide for additional insurance coverages in any Work Authorization. Insurance policy limits shall not be subject to erosion through the cost of defense, such that the full amount of the coverage limits required in this Agreement shall be available to pay damages, losses, and amounts owed exclusive of attorney's fees and other costs of defense (including costs of appeals).

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 \$2,000,000 for bodily injury, including those resulting in death, and \$2,000,000 for property damage on account of any one occurrence, with an aggregate limit of \$2,000,000.

c. **BUSINESS AUTOMOBILE LIABILITY INSURANCE.** On a comprehensive insuring form applying to owned, non-owned, and hired automobiles in an amount not less than \$5,000,000 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/ERRORS AND OMISSIONS 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., e., and f., 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, 3461 Carmen Ave., Rancho Viejo, Texas 78575, Attention: Executive Director."

**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 WORK 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. THE GEC HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE GEC.**

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 a 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, 3461 Carmen Avenue, Rancho Viejo, Texas 78575, 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 Halff Associates, Inc., 5000 West Military Highway, Suite 100, McAllen, Texas 78503-7446, Attn: Menton J. "Trey" Murray, III, 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 the GEC's receipt of notice of the 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. The GEC's receipt of notice shall be deemed to have occurred in accordance with section 21(c).

**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. Venue for any cause of action arising out of or related to this Agreement shall be in Cameron County, Texas.

**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. As set forth in Section 6, 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 and the GEC shall perform the Services with due diligence and as expeditiously as is prudent considering ordinary professional skill and care of a competent professional engineer.

**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 the request for proposals and 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.


*(Signature Page to Follow)*

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: Frank Parker, Jr., Chairman  
Date: May 10, 2018

**HALFF ASSOCIATES, INC.**

By:   
Name/Title: MERTON J. MURRAY, III VICE PRESIDENT  
Date: MAY 2, 2018



**APPENDIX A**  
**SCOPE OF CONSULTANT SERVICES**

**APPENDIX A**  
**SCOPE OF CONSULTANT SERVICES**  
**FOR**  
**GENERAL CONSULTING ENGINEERING SERVICES**

The following describes the general scope of consultant services that the GEC may be requested to provide for specific work authorizations. It is the intent of the CCRMA to enter into a Work Authorization type agreement where a specific scope and fee will be developed for each work authorization.

**1. Project Management**

The GEC shall furnish Project Manager(s) to provide overall management of assigned projects through all stages of development beginning with the feasibility stage through construction of the project. The Project Manager(s) will manage all activities assigned to the GEC and coordinate their activities with the staff of The CCRMA. The Project Manager will be responsible the GEC services are provided on time, on schedule and meet quality standards. He/She must be able to convert technical information to understandable public messaging, track project progress, monitor project budgets, and oversee technical project development activities performed by others.

**2. Feasibility Studies and Evaluation**

GEC personnel shall be able to perform all services required to identify potential routes to the extent necessary to estimate and evaluate the cost, environmental impacts and technical feasibility of alternate routes. Assigned projects may consist of new location or expansion of existing facilities including toll projects.

Fiscal feasibility analyses of the potential of financing from capital created by the issuance of toll revenue bonds or other sources may be conducted jointly among The CCRMA, the GEC, traffic and revenue consultants, financial advisors, general counselors, bond counselors, and investment bankers separately retained by The CCRMA.

**3. Project initiation and Coordination**

GEC personnel shall be able to actively participate in project initiation meetings with CCRMA staff, TxDOT district project coordinators, County, City officials, MPO's and other relevant agencies. GEC may be required to develop presentations, agendas, conceptual maps and present materials in a professional manner.



#### 4. Environmental Compliance

GEC Services may include all levels of environmental compliance and document preparation in accordance with the National Environmental Protection Act (NEPA) and in accordance with Federal and State reviewing agencies. Environmental compliance may include preparation of any type of environmental document such as categorical exclusion, environmental assessment, or environmental impact statements. Services may include the acquiring of permits from relevant agencies, such as Presidential permit, Army Corp of Engineers permits, U.S. Coast Guard Permits, and IBWC License Agreements. Requested services may include preparation, design, construction management, and monitoring of mitigation plans and projects. The GEC will be expected to provide oversight services for all required disciplines, including Public Involvement Services. The GEC may serve as the primary provider of public involvement and outreach activities.

#### 5. Right of Way Acquisition and Utilities Accommodations

The GEC Services may include ROW surveying, mapping, coordination, condemnation support, and acquisition. Utility services may include identification, relocation coordination and any other services related to properly oversee the two disciplines. All services must be performed in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and TxDOT and FHWA standards.

#### 6. Plans, Specifications, & Estimates, including detailed design work

The GEC Services may include preparation of PS&E documents necessary for the bidding and construction of projects ranging from roadway, bridges, and other related structures required for CCRMA to perform its operations and project development activities.

#### 7. Project Procurement and Contract Administration Services

The GEC may assist the CCRMA in the procurement of a variety of contractors and consultants, including Design/Build, 3P, Design, Environmental, Construction, CE&I, Geotechnical, Surveying, Maintenance and other professional services as required. All contracts will be procured in conformance with the CCRMA Procurement Policy and in accordance with applicable Federal and State regulations.

#### 8. Construction Management and Inspection Services

GEC Services may include management of construction projects including inspection services. Services will be performed in a manner to ensure quality development and adherence to requirements set forth in construction plans and State and Federal regulations. GEC will provide qualified project staff to properly administer project to remain within project budgets and project construction schedules as efficiently as possible.



#### 9. Project Maintenance

The GEC may be requested to develop or oversee development of maintenance plans or contracts for transportation facilities. The GEC should be knowledgeable of maintenance operation support and oversight for all maintenance operations programs including but not limited to maintenance of roads, bridges and drainage systems, facility maintenance, vegetation management, emergency operations such as, severe storms and Hurricane response efforts.

The GEC shall be knowledgeable in regards to the design of plans, specifications, competitive bidding and the required oversight to accomplish contracting of routine maintenance on new projects.

#### 10. Transportation Programming Services

The GEC may provide Programmatic Services which include coordination, monitoring and providing input to the MPO and TxDOT planning activities including the UTP, TIP and other long range planning including financial considerations and limitations.

#### 11. Project Funding Support and Compliance with Federal and State Funding Source Requirements

The GEC may provide support services in regards to securing and complying with requirements of Federal and State funding sources. Services may include support in pursuit of grant opportunities, and other funding opportunities that may become available. GEC must have knowledge of Federal and State funding sources. MPO and TxDOT programming categories in order that the CCRMA may capitalize on all available funding sources for development of its projects. Assistance in monitoring adherence to expenditure eligibility in use of Federal and State funding sources for all phases of project development may also be included.

**APPENDIX B**  
**RATE SCHEDULE**

# APPENDIX B - RATE SCHEDULE

Prime

Half Associates, Inc.

DIRECT LABOR CLASSIFICATION	Raw Base Rate (\$/HR)	Loaded Rate (\$/HR)
Project Principal	\$ 97.89	\$ 300.00
Project Manager	\$ 89.74	\$ 275.00
RPLS - Project Manager	\$ 65.00	\$ 199.20
Quality Manager	\$ 81.58	\$ 250.00
Deputy Project Manager	\$ 75.05	\$ 229.99
Senior Engineer	\$ 75.05	\$ 229.99
Engineer V	\$ 60.00	\$ 183.87
Engineer IV	\$ 57.00	\$ 174.68
Engineer III	\$ 53.00	\$ 162.42
Engineer II	\$ 49.00	\$ 150.16
Engineer	\$ 45.00	\$ 137.90
Engineer in Training	\$ 32.63	\$ 100.00
Structural Engineer	\$ 70.00	\$ 214.52
Design Engineer	\$ 47.32	\$ 145.01
Architect	\$ 48.95	\$ 150.00
Architect Landscape	\$ 47.32	\$ 145.01
Environmental Manager	\$ 60.37	\$ 185.01
Environmental Scientist V	\$ 56.00	\$ 171.61
Environmental Scientist IV	\$ 48.95	\$ 150.00
Environmental Scientist III	\$ 35.89	\$ 109.99
Environmental Scientist I/II	\$ 29.37	\$ 90.01
Public Involvement Rep	\$ 39.16	\$ 120.01
Urban Planner	\$ 48.95	\$ 150.00
3D Visualization	\$ 42.50	\$ 130.24
GIS Operator	\$ 32.63	\$ 100.00
GIS Manager	\$ 45.00	\$ 137.90
Senio CADD Operator	\$ 37.53	\$ 115.01
CADD Operator	\$ 31.00	\$ 95.00
Administrative / Clerical	\$ 21.21	\$ 65.00
Hydrologist	\$ 61.00	\$ 186.94
Construction Manager / Engineer	\$ 55.00	\$ 168.55
Construction Inspector	\$ 29.37	\$ 90.01
1-Man Survey Crew	\$ 39.00	\$ 119.52
2-Man Survey Crew	\$ 55.75	\$ 170.85
3-Man Survey Crew	\$ 65.25	\$ 199.96
Utilities Coordinator	\$ 40.79	\$ 125.00
Senior Utilities Field Inspector	\$ 39.16	\$ 120.01
ROW Acquisition Specialist	\$ 32.63	\$ 100.00
SUE Manager	\$ 57.10	\$ 175.00
SUE Specialist	\$ 40.79	\$ 125.00
1-Man SUE Crew	\$ 40.00	\$ 122.58
2-Man SUE Crew	\$ 57.10	\$ 175.00
Office Overhead Rate (FAR [TXDOT Approved] or Other Approved Rate)		173.62%
Profit Rate:		12.00%
Multiplier		3.06

# APPENDIX B - RATE SCHEDULE

Prime

Half Associates, Inc.

## Utility Engineering & Coordination Services

SERVICES	Unit	Cost
SUE Mobilization/Demobilization	Mile	\$ 4.00
This cost is intended to be a one-time expense compensations for mobilizing/demobilizing personnel and equipment portal to portal. Vacuum excavation truck (non-local)		
Level B	LF	\$ 1.45
Level A: 0 to 5 ft	EACH	\$ 965.00
Level A: >5 to 8 ft	EACH	\$ 1,330.00
Level A: >8 to 13 ft	EACH	\$ 1,600.00
Level A: >13 to 20 ft	EACH	\$ 2,100.00
Level A: >20 ft	FT	\$ 155.00
Two (2) Designating Person with equipment	Hour	\$ 175.00

# APPENDIX B - RATE SCHEDULE

Sub	Aranda	
DIRECT LABOR CLASSIFICATION	Raw Base Rate (\$/HR)	Loaded Rate (\$/HR)
Project Manager	\$ 74.40	\$ 174.99
RPLS - Project Manager	\$ 84.19	\$ 198.01
GIS Operator	\$ 35.71	\$ 83.99
GIS Manager	\$ 22.96	\$ 54.00
Senio CADD Operator	\$ 49.74	\$ 116.99
CADD Operator	\$ 42.52	\$ 100.00
Administrative / Clerical	\$ 28.07	\$ 66.02
Scheduler	\$ 53.15	\$ 125.00
1-Man Survey Crew	\$ 53.58	\$ 126.02
2-Man Survey Crew	\$ 68.03	\$ 160.01
3-Man Survey Crew	\$ 78.66	\$ 185.01
4-Man Survey Crew	\$ 95.66	\$ 224.99
Airborne LiDAR Processing Technician	\$ 31.89	\$ 75.00
Helicopter LiDAR Processing Technician	\$ 31.89	\$ 75.00
Office Overhead Rate (FAR [TXDOT Approved] or Other Approved Rate)		110.00%
Profit Rate:		12.00%
Multiplier		2.35



# APPENDIX B - RATE SCHEDULE

Sub	Atkins	
DIRECT LABOR CLASSIFICATION	Raw Base Rate (\$/HR)	Loaded Rate (\$/HR)
Project Principal	\$ 110.04	\$ 300.00
Project Manager	\$ 110.87	\$ 275.00
RPLS - Project Manager	\$ 78.00	\$ 212.65
Quality Manager	\$ 91.70	\$ 250.00
Deputy Project Manager	\$ 84.36	\$ 229.99
Senior Engineer	\$ 84.36	\$ 229.99
Engineer V	\$ 78.00	\$ 212.65
Engineer IV	\$ 63.00	\$ 171.76
Engineer III	\$ 51.00	\$ 139.04
Engineer III	\$ 43.00	\$ 117.23
Engineer	\$ 36.00	\$ 98.15
Engineer in Training	\$ 31.18	\$ 85.01
Structural Engineer	\$ 63.00	\$ 171.76
Design Engineer	\$ 53.19	\$ 145.01
Environmental Manager	\$ 67.86	\$ 185.01
Environmental Scientist V	\$ 64.19	\$ 175.00
Environmental Scientist IV	\$ 42.00	\$ 114.50
Environmental Scientist III	\$ 36.00	\$ 98.15
Environmental Scientist I/II	\$ 28.00	\$ 76.34
Environmental Planner V	\$ 64.19	\$ 175.00
Environmental Planner IV	\$ 53.19	\$ 145.01
Environmental Planner III	\$ 42.18	\$ 115.00
Environmental Planner I/II	\$ 34.85	\$ 95.01
Public Involvement Rep	\$ 44.02	\$ 120.01
Urban Planner	\$ 53.19	\$ 145.01
3D Visualization	\$ 53.19	\$ 145.01
GIS Operator	\$ 36.68	\$ 100.00
GIS Manager	\$ 52.00	\$ 141.77
Senior CADD Operator	\$ 45.00	\$ 122.68
CADD Operator	\$ 24.00	\$ 65.43
Administrative / Clerical	\$ 23.48	\$ 65.00
Hydrologist	\$ 51.00	\$ 139.04
Construction Manager / Engineer	\$ 73.36	\$ 200.00
Construction Inspector	\$ 29.00	\$ 79.06
Construction Recordkeeper	\$ 45.85	\$ 125.00
Scheduler	\$ 45.85	\$ 125.00
Utilities Coordinator	\$ 45.85	\$ 125.00
Senior Utilities Field Inspector	\$ 47.68	\$ 130.00
ROW Acquisition Specialist	\$ 33.01	\$ 90.00
Office Overhead Rate (FAR [TXDOT Approved] or Other Approved Rate)		143.42%
Profit Rate:		12.00%
Multiplier		2.73

# **APPENDIX B - RATE SCHEDULE**

<b>Sub</b>		<b>Bellaire Environmental</b>	
<b>DIRECT LABOR CLASSIFICATION</b>		<b>Contract Rate (\$/HR)</b>	
Project Principal	\$	211.92	
Project Manager	\$	140.46	
Quality Manager	\$	140.46	
Environmental Scientist III	\$	110.87	
Environmental Scientist I/II	\$	86.25	
GIS Operator	\$	86.25	
GIS Manager	\$	91.16	
Administrative / Clerical	\$	65.01	
Construction Recordkeeper	\$	91.16	
Office Overhead Rate (FAR [TXDOT Approved] or Other Approved Rate)		N/A	
Profit Rate:		N/A	

# APPENDIX B - RATE SCHEDULE

Sub	EarthCO	
DIRECT LABOR CLASSIFICATION	Raw Base Rate (\$/HR)	Loaded Rate (\$/HR)
Project Principal	\$ 82.91	\$ 195.00
Project Manager	\$ 74.41	\$ 175.01
Senior Engineer	\$ 78.66	\$ 185.01
Engineer III	\$ 74.41	\$ 175.01
Engineer	\$ 36.14	\$ 85.00
Senior CADD Operator	\$ 36.14	\$ 85.00
CADD Operator	\$ 31.89	\$ 75.01
Administrative / Clerical	\$ 27.64	\$ 65.01
Office Overhead Rate (FAR [TXDOT Approved] or Other Approved Rate)		110.00%
Profit Rate:		12.00%
Multiplier		2.35

# APPENDIX B - RATE SCHEDULE

Sub		JM Engineering	
DIRECT LABOR CLASSIFICATION		Raw Base Rate (\$/HR)	Loaded Rate (\$/HR)
Project Principal		\$ 68.10	\$ 160.17
Project Manager		\$ 62.86	\$ 147.85
Quality Manager		\$ 62.86	\$ 147.85
Deputy Project Manager		\$ 57.62	\$ 135.52
Senior Engineer		\$ 62.86	\$ 147.85
Engineer		\$ 62.86	\$ 147.85
Design Engineer		\$ 61.65	\$ 145.00
Administrative / Clerical		\$ 18.86	\$ 44.36
Construction Inspector		\$ 35.62	\$ 83.78
Office Overhead Rate (FAR [TXDOT Approved] or Other Approved Rate)			110.00%
Profit Rate:			12.00%
Multiplier			2.35

**APPENDIX B - RATE SCHEDULE**

<b>Sub</b>		<b>Maribel Guerrero Public Relations</b>	
<b>DIRECT LABOR CLASSIFICATION</b>		<b>Contract Rate (\$/HR)</b>	
Public Involvement Rep		\$	92.41
Office Overhead Rate (FAR [TXDOT Approved] or Other Approved Rate)			N/A
Profit Rate:			N/A

# APPENDIX B - RATE SCHEDULE

Sub		Prime Strategies	
DIRECT LABOR CLASSIFICATION		Raw Base Rate (\$/HR)	Loaded Rate (\$/HR)
Project Principal		\$ 99.62	\$ 300.00
Project Manager		\$ 39.05	\$ 117.59
Urban Planner		\$ 29.11	\$ 87.66
Administrative / Clerical		\$ 21.58	\$ 64.99
Office Overhead Rate (FAR [TXDOT Approved] or Other Approved Rate)			168.89%
Profit Rate:			12.00%
Multiplier			3.01

# **APPENDIX B - RATE SCHEDULE**

<b>Sub</b>		<b>Rods Aerial Mapping, LLC (RAM)</b>	
<b>DIRECT LABOR CLASSIFICATION</b>		<b>Contract Rate (\$/HR)</b>	
Project Principal		\$	300.00
Project Manager		\$	110.87
Certified Photogrammetrist		\$	118.28
Analytical Triangulation Specialist		\$	75.00
Aerial Mapping Technician		\$	75.00
Aerial Office Technician		\$	61.60
Airborne LiDAR Processing Technician		\$	75.00
Orthophoto Specialist		\$	75.00
Photo Lab Specialist		\$	73.92
Photo Processing Technician		\$	75.00
Mapping Editor (QA/QC, Finishing & Finalization)		\$	75.00
Office Overhead Rate (FAR [TXDOT Approved] or Other Approved Rate)			N/A
Profit Rate:			N/A

# APPENDIX B - RATE SCHEDULE

Sub	TEDSI	
DIRECT LABOR CLASSIFICATION	Raw Base Rate (\$/HR)	Loaded Rate (\$/HR)
Project Principal	\$ 95.00	\$ 289.77
Project Manager	\$ 85.00	\$ 259.27
Quality Manager	\$ 80.00	\$ 244.02
Deputy Project Manager	\$ 75.40	\$ 229.99
Engineer in Training	\$ 27.87	\$ 85.01
Design Engineer	\$ 47.54	\$ 145.01
GIS Operator	\$ 32.78	\$ 100.00
GIS Manager	\$ 50.00	\$ 152.51
Senior CADD Operator	\$ 35.00	\$ 106.76
CADD Operator	\$ 30.00	\$ 91.51
Administrative / Clerical	\$ 21.31	\$ 65.00
Hydrologist	\$ 65.00	\$ 198.26
Construction Manager / Engineer	\$ 65.00	\$ 198.26
Construction Inspector	\$ 29.51	\$ 90.01
Construction Recordkeeper	\$ 35.00	\$ 106.76
Utilities Coordinator	\$ 40.98	\$ 125.00
Senior Utilities Field Inspector	\$ 39.34	\$ 120.00
Office Overhead Rate (FAR [TXDOT Approved] or Other Approved Rate)		172.34%
Profit Rate:		12.00%
Multiplier		3.05



# APPENDIX B - RATE SCHEDULE

Sub	Terracon	
DIRECT LABOR CLASSIFICATION	Raw Base Rate (\$/HR)	Loaded Rate (\$/HR)
Project Principal	\$ 54.81	\$ 176.22
Project Manager	\$ 35.48	\$ 114.07
Quality Manager	\$ 73.32	\$ 235.73
Deputy Project Manager	\$ 35.48	\$ 114.07
Senior Engineer	\$ 52.36	\$ 168.34
Engineer III	\$ 35.48	\$ 114.07
Engineer in Training	\$ 26.44	\$ 85.01
Environmental Manager	\$ 54.62	\$ 175.61
Environmental Scientist V	\$ 38.58	\$ 124.04
Environmental Scientist IV	\$ 32.33	\$ 103.94
Environmental Scientist III	\$ 24.88	\$ 79.99
Environmental Scientist I/II	\$ 18.25	\$ 58.68
Administrative / Clerical	\$ 14.85	\$ 47.74
Construction Manager / Engineer	\$ 19.00	\$ 61.09
Construction Inspector	\$ 17.00	\$ 54.66
Office Overhead Rate (FAR [TXDOT Approved] or Other Approved Rate)		187.06%
Profit Rate:		12.00%
Multiplier		3.21

# APPENDIX B - RATE SCHEDULE

Sub	Volkert	
DIRECT LABOR CLASSIFICATION	Raw Base Rate (\$/HR)	Loaded Rate (\$/HR)
Project Principal	\$ 96.00	\$ 277.50
Project Manager	\$ 84.00	\$ 242.81
RPLS - Project Manager	\$ 62.00	\$ 179.22
Quality Manager	\$ 79.50	\$ 229.80
Deputy Project Manager	\$ 65.00	\$ 187.89
Senior Engineer	\$ 79.50	\$ 229.80
Engineer V	\$ 63.00	\$ 182.11
Engineer IV	\$ 58.00	\$ 167.66
Engineer III	\$ 54.00	\$ 156.09
Engineer II	\$ 48.00	\$ 138.75
Engineer	\$ 42.00	\$ 121.41
Engineer in Training	\$ 32.00	\$ 92.50
Structural Engineer	\$ 60.00	\$ 173.44
Design Engineer	\$ 48.00	\$ 138.75
Architect	\$ 51.89	\$ 150.00
Architect Landscape	\$ 35.00	\$ 101.17
Environmental Manager	\$ 64.00	\$ 185.00
Environmental Scientist V	\$ 59.85	\$ 173.00
Environmental Scientist IV	\$ 51.89	\$ 150.00
Environmental Scientist III	\$ 38.05	\$ 109.99
Environmental Scientist I/II	\$ 31.14	\$ 90.01
Environmental Planner V	\$ 55.35	\$ 160.00
Environmental Planner IV	\$ 50.16	\$ 144.99
Environmental Planner III	\$ 39.78	\$ 114.99
Environmental Planner I/II	\$ 32.87	\$ 95.01
Urban Planner	\$ 45.00	\$ 130.08
GIS Operator	\$ 31.14	\$ 90.01
GIS Manager	\$ 46.00	\$ 132.97
Senior CADD Operator	\$ 39.00	\$ 112.73
CADD Operator	\$ 33.50	\$ 96.84
Administrative / Clerical	\$ 24.00	\$ 69.37
Construction Manager / Engineer	\$ 64.00	\$ 185.00
Construction Inspector	\$ 34.59	\$ 100.00
Construction Recordkeeper	\$ 35.50	\$ 102.62
Utilities Coordinator	\$ 41.00	\$ 118.51
Senior Utilities Field Inspector	\$ 41.51	\$ 119.99
Office Overhead Rate (FAR [TXDOT Approved] or Other Approved Rate)		158.09%
Profit Rate:		12.00%
Multiplier		2.89

## APPENDIX B - RATE SCHEDULE

### MATERIALS AND OTHER DIRECT EXPENSES

SERVICES TO BE PROVIDED	Test Code	Unit	Cost
California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	EA	\$ 250.00
Core Drill Asphalt		EA	\$ 75.00
Core Drill Concrete		EA	\$ 125.00
Core Repair / Patch Asphalt Cold Mix		EA	\$ 45.00
Core Repair / Patch Concrete-Utilibond		EA	\$ 50.00
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew) (Trips less than 100 miles from office to site)		trip	\$ 50.00
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew): (a) 4-in. diameter cores		inch	\$ 12.00
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew): (a) Hot Mix Asphalt (min of 3)		EA	\$ 60.00
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew): (b) 6-in diameter cores		inch	\$ 15.00
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew): (b) Concrete (min of 3) (up to 15 inches) (up to 4-inches diameter)		EA	\$ 300.00
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew): (c) Concrete (more than 15 inches)		inch	\$ 17.00
Modified Proctor Test	ASTM D1557	EA	\$ 275.00
One Dimensional Consolidation Properties of Soil	ASTM D2435	EA	\$ 450.00
One Dimensional Swell, Method C	ASTM D4546	EA	\$ 200.00
One Dimensional Swell, Methods A & B	ASTM D4546	EA	\$ 110.00
Soil Boring / Rock Coring without TCP (>60 ft.)		LF	\$ 30.00
Soil Boring with SPT	ASTM D1586	LF	\$ 25.00
Soil Boring without TCP (<60 ft.)		LF	\$ 25.00
Soil Boring without TCP (<60 ft.): (b) Shelby Push Tubes Extruded in Field	ASTM D1587	LF	\$ 27.00
Soil Boring without TCP (<60 ft.): (c) Auguring		LF	\$ 20.00
Soil Boring without TCP (>60 ft.)		LF	\$ 26.00
Soil Boring without TCP (>60 ft.): (b) Shelby Push Tubes Extruded in Field	ASTM D1587	LF	\$ 27.00
Soil Boring/Rock Coring with TCP (<60 ft.)	Tex-132-E	LF	\$ 28.00
Soil Boring/Rock Coring with TCP (>60 ft.)	Tex-132-E	LF	\$ 32.00
Stand By of Crew		hour	\$ 225.00
Standard Penetration Test (SPT)	ASTM D1586	EA	\$ 7.00
Standard Proctor Test	ASTM D698	EA	\$ 250.00
Standard Test Method for Dispersive Characteristics of Clay Soil by Double Hydrometer	ASTM D4221	EA	\$ 140.00
Standard Test Methods for Determining Dispersive Characteristics of Clayey Soils by the Crumb Test	ASTM D6572	EA	\$ 36.00
Unified Compressive Strength (Soil)	ASTM D2166	EA	\$ 50.00
Mobilization of Drilling Rig (Trips less than 100 miles from office to site)		EA	\$ 375.00

# APPENDIX B - RATE SCHEDULE

## MATERIALS AND OTHER DIRECT EXPENSES

SERVICES TO BE PROVIDED	Test Code	Unit	Cost
Mobilization of Drilling Rig (Trips over 100 miles from office to site)		mile	\$ 5.00
Borehole Grouting - Bentonite Chips		LF	\$ 7.00
Backfill Borings		LF	\$ 3.00
Determining Moisture Content in Soil Materials	Tex-103-E	EA	\$ 12.00
Determination of Soil Constants Including:			
Plasticity Index (PI)	Tex-106-E	EA	\$ 45.00
Particle Size Analysis of Soils	Tex-110-E	EA	\$ 80.00
Determination of Particle Size Analysis of Soils Text (Part I) - Retained +40	Tex-110-E	EA	\$ 75.00
Determination of Particle Size Analysis of Soils Text (Part II) - Hydrometer Analysis	Tex-110-E	EA	\$ 110.00
Amount of Minus No. 200 Sieve Materials of Soils	Tex-111-E	EA	\$ 45.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	EA	\$ 250.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	Tex-114-E	EA	\$ 250.00
Triaxial Compression Test for Disturbed Soils and Base Materials	Tex-117-E	EA	\$ 1,850.00
Triaxial Compression Test for Undisturbed Soils	Tex-118-E	EA	\$ 95.00
Soil-Cement Testing - Part 1	Tex-120-E	EA	\$ 200.00
Soil-Cement Testing - Part 2	Tex-120-E	EA	\$ 200.00
Soil-Lime Testing - Part 1	Tex-121-E	EA	\$ 200.00
Soil-Lime Testing - Part 2	Tex-121-E	EA	\$ 200.00
Determining Potential Vertical Rise	Tex-124-E	EA	\$ 60.00
Lime Fly-Ash Compressive Strength Test Methods - Part 1	Tex-127-E	EA	\$ 115.00
Lime Fly-Ash Compressive Strength Test Methods - Part 2	Tex-127-E	EA	\$ 125.00
Determining Soil pH	Tex-128-E	EA	\$ 40.00
Method of Test for the Resistivity of Soils Material	Tex-129-E	EA	\$ 110.00
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils-Single Stage	Tex-131-E	set of 3	\$ 900.00
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils-Multiple Change	Tex-131-E	set of 3	\$ 1,500.00
Manual Procedure for Description and Identification of Soils	Tex-141-E	EA	\$ 35.00
Laboratory Classification of Soils for Engineering Purposes	Tex-142-E	EA	\$ 50.00
Determining Sulfate Content in Soils - Colorimetric Method	Tex-145-E	EA	\$ 85.00
Determining Chloride and Sulfate Contents in Soils	Tex-620-J	EA	\$ 50.00
Near Shore Borings (in water)		By Quote	

# APPENDIX B - RATE SCHEDULE

## MATERIALS AND OTHER DIRECT EXPENSES

Description	Unit	Max Rate	Fixed / Max	ODE
Lodging/Hotel - Taxes and Fees	day/person		M	\$ 50.00
Lodging/Hotel (Taxes/fees not included)	day/person	Federal per diem rate for the location and month of travel	M	\$ -
Meals (Excluding alcohol & tips) (Overnight stay required) (taxes included)	day/person	Federal per diem rate for the location and month of travel	M	\$ -
Mileage	mile	Current Federal Rate	F	\$ -
Rental Car Fuel	day		M	\$ 30.00
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed)	day		M	\$ 125.00
Rental Car Fuel	gallon		M	\$ 3.75
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day		M	\$ 60.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person		M	\$ 600.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person		M	\$ 500.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person		M	\$ 750.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person		M	\$ 550.00
Oversize, special handling or extra baggage airline fees	each		M	\$ 25.00
Taxi/Cab fare	each/person		M	\$ 30.00
Parking	day		M	\$ 20.00
Standard Postage	letter	Current Postal Rate	F	\$ -
Certified Letter Return Receipt	each	Current Postal Rate	F	\$ -
Overnight Mail - letter size	each	Current Postal Rate	M	\$ -
Overnight Mail - oversized box	each	Current Postal Rate	M	\$ -
Courier Services	each		M	\$ 30.00
Materials and Shipping (non US Mail)	per package		M	\$ 40.00
Photocopies B/W (11" x 17")	each		F	\$ 0.20
Photocopies B/W (8 1/2" x 11")	each		F	\$ 0.10
Photocopies Color (11" x 17")	each		F	\$ 1.25
Photocopies Color (8 1/2" x 11")	each		M	\$ 0.75
Digital Ortho Plotting	sheet		M	\$ 1.75
Plots (B/W on Bond)	per sq. ft.		M	\$ 0.55
Plots (Color on Bond)	per sq. ft.		F	\$ 1.50
Plots (Color on Photographic Paper)	per sq. ft.		F	\$ 4.00

# APPENDIX B - RATE SCHEDULE

## MATERIALS AND OTHER DIRECT EXPENSES

Description	Unit	Max Rate	Fixed / Max	ODE
Color Graphics on Foam Board	square foot		F	\$ 7.00
Presentation Boards 30" x 40" Color Mounted	each		M	\$ 150.00
Report Printing	each		M	\$ 50.00
Report Binding and tabbing	each		M	\$ 5.00
Notebooks	each		M	\$ 5.00
Reproduction of CD/DVD	each		M	\$ 4.50
CDs	each		F	\$ 1.00
128 GB Flash Drive	each		F	\$ 75.00
4" x 6" Digital Color Print	picture		F	\$ 0.50
Tx Parks & Wildlife Data Request Fees	each		M	\$ 75.00
Hazardous Materials Database Search	per search		M	\$ 350.00
Noise Meter Rental	per project		M	\$ 100.00
Environmental Database Search	mile			\$ 100.00
Environmental Database Search	per project		M	\$ 900.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day		M	\$ 50.00
Curator (Drawer & TX Archaeological Research Lab for artifacts & report)	per project		F	\$ 900.00
Newspaper Advertisement	per publication		M	\$ 3,000.00
Court Reporter	page		M	\$ 10.00
Court Reporter (Public Meetings, Hearings & Transcription)	day		M	\$ 700.00
Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement	event		F	\$ 600.00
Translator (English to Spanish, other language as appropriate, or Sign Language)	hour		M	\$ 120.00
Custodian for Public Involvement	hour/custodian		M	\$ 65.00
Sound Technician for Public Involvement	event		M	\$ 400.00
Public Involvement Facility Rental (estimate)	4 hours		M	\$ 750.00
Public Involvement Facility Rental (estimate)	8 hours		M	\$ 2,500.00
Public Involvement Facility Rental (estimate)	hour		M	\$ 150.00
Public Involvement Facility Rental	event		M	\$ 2,250.00
Audio - Equipment Rental	each		M	\$ 350.00
Audio - Visual Equipment Rental	event		M	\$ 400.00
Public Notices - Mass Mailing (500 pieces)	per mailing		M	\$ 500.00
Public Notices - Mass Mailing/with Self Addressed Return Envelope (500 pieces)	per mailing		M	\$ 400.00
Electronic Message Signs	day		M	\$ 200.00
Website URL Rental	year		F	\$ 100.00
Video Conferencing Equipment for Field Office	lump sum		M	\$ -
FEMA FIS (Manual)	each		M	\$ 5.00
FEMA FIS Backup Data Request	each		M	\$ 125.00

# APPENDIX B - RATE SCHEDULE

## MATERIALS AND OTHER DIRECT EXPENSES

Description	Unit	Max Rate	Fixed / Max	ODE
FEMA Map Revision Submittal (CLOMR/LOMR) (Submittal Fee Only)	each		F	\$ 5,000.00
FEMA Model/Floodplain Hardcopy	each		F	\$ 275.00
Railroad - Flagger (Service provided by RR)	hour		M	\$ 60.00
Railroad - Insurance in addition to STD Minimum Required (Minimum - coverage of \$1 Million required by RR.)	each	Actual Cost	M	\$ 3,500.00
Railroad - Permit [Note: Read and then delete this note. Most railroad companies charge a fee of \$500 for the permit to access their property.]	each		M	\$ 1,000.00
Railroad - Safety Training (If required - Heavy Rail Safety Training Certificate, includes classroom training and employee certification card.)	per person		M	\$ 500.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel)	day		M	\$ 3,500.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)	day		M	\$ 2,000.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (includes labor, equipment and fuel)	day		M	\$ 1,375.00
Attenuator trucks - (Lane/Shoulder Closure) (Includes labor, equipment and fuel)	day		M	\$ 400.00
Attenuator trucks - (No lane closure) (Includes labor, equipment and fuel)	day		M	\$ 250.00
Flashing Arrow Board	day		F	\$ 500.00
Portable Message Board	day		M	\$ 225.00
Law Enforcement/Uniform Officer (including vehicle)	Hour		M	\$ 50.00
Required Permit Fees (non-railroad)	each		M	\$ 100.00
Boat with Motor	day		M	\$ 250.00
Fathometer	day		M	\$ 100.00
Backhoe Rental	day		M	\$ 1,000.00
Rental Equipment - Gasoline Powered Auger	day		M	\$ 150.00
Manlift Equipment Rental or Bridge Inspection Equipment Rental	day		M	\$ 2,500.00
GPS Receiver (rates applied to actual time GPS units are in use)	hour		F	\$ 27.50
GPS RTK (rates applied to actual time GPS units are in use)	hour		F	\$ 27.50
GPS Static (rates applied to actual time GPS units are in use)	hour		F	\$ 27.50

# APPENDIX B - RATE SCHEDULE

## MATERIALS AND OTHER DIRECT EXPENSES

Description	Unit	Max Rate	Fixed / Max	ODE
Type II ROW Monument - Excavated/Drilled, rocks, rocky soil. 2-4 inch depth (includes crew time, equipment, materials, rentals, & labor). Brass Marker not supplied.	each		F	\$ 85.00
Type II ROW Monument - Poured 2-3 Feet (includes One Call, crew time, equipment, materials, rentals, labor). Brass Marker not supplied.	each		F	\$ 200.00
LiDAR Mobile mapping System, (Includes Vehicle Operator, LiDAR Technician mileage on project and fuel) (Does not include travel to project.)	day		F	\$ 7,000.00
Mobilization of LiDAR Mobile Mapping system	each		F	\$ 750.00
Map Records	sheet		M	\$ 5.00
Deed Copies	sheet		F	\$ 2.75
Certified Deed Copies	sheet		F	\$ 2.50
Historical Aerial Images	unit		M	\$ 100.00
Aerial Photographs (1" = 500' scale)	each		M	\$ 100.00
Reprographics	per sq. ft.		M	\$ 3.00
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use)	hour		M	\$ 75.00
Ground Target (includes paint, panel material, etc.)	each		M	\$ 27.50
Mobilization for Aerial Photography/LiDAR Fixed Wing Aircraft (includes aircraft, Pilot, Camera/LiDAR Operator, fuel and transportation costs)	per project		M	\$ 15,000.00
Mobilization for Helicopter Airborne LiDAR (Includes helicopter, Pilot, LiDAR Operator, fuel and transportation costs)	per project		M	\$ 13,000.00
Helicopter Equipment LiDAR - Project Flight Miles (On project miles)	per mile		M	\$ 55.00
Helicopter Equipment LiDAR - Transit Miles (including turn, maneuver miles and local airport to project)	per mile		M	\$ 15.00
Fixed Wing Airborne LiDAR - Project Flight Miles (On project flight miles)	per mile		M	\$ 20.00
Fixed Wing Airborne LiDAR - Transit Miles (including turn, maneuver miles and local airport to project)	per mile		M	\$ 8.00
Aerial Photography - Airborne GPS/IMU Data collection/Processing	per project		M	\$ 2,250.00
Aerial Photography - Project Flight Miles (On project flight miles)	per mile		M	\$ 20.00



## APPENDIX B - RATE SCHEDULE

### MATERIALS AND OTHER DIRECT EXPENSES

Description	Unit	Max Rate	Fixed / Max	ODE
Aerial Photography - Transit miles (including turn, maneuver miles and local airport to project)	per mile		M	\$ 8.00
Photo Lab Service - Black and White Processing (film, development, scanning)	per frame		F	\$ 15.00
Photo Lab Service - Color Infrared Processing (film, development, scanning)	per frame		F	\$ 30.00
Photo Lab Service - Color Processing (film, development, scanning)	per frame		F	\$ 32.00
Photo Lab Service - Digital image processing	per frame		F	\$ 17.00
Photo Lab Service - Enlargements, Lamination, Mounting	per sq. ft.		F	\$ 3.00

## **APPENDIX C**

### **KEY PERSONNEL**



**Appendix C “Key Personnel”:**  
**Our Key team members of the prime GEC would be:**

**Menton J. “Trey” Murray, III, PE, LEED AP**

**Steven Miller, PE**

**Miles Bullion, PE, CFM**

## 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 \_\_\_\_\_, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and Halff Associates, Inc. ("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. The Authority shall pay the GEC under the following acceptable payment method [select one or more]: (i) lump sum, (ii) cost plus fixed fee, (iii) cost per unit of work, or (iv) specific rates of compensation.

C.3. 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:

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**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.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

By: \_\_\_\_\_  
Name: Frank Parker, Jr., Chairman  
Date: \_\_\_\_\_

**HALFF ASSOCIATES, INC.**

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPENDIX E**  
**REQ AND REP RESPONSE**

**4-J     CONSIDERATION AND ACTION TO AMEND THE CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY PROCUREMENT POLICY.**

**AMENDMENT TO THE POLICIES AND PROCEDURES  
GOVERNING PROCUREMENTS OF GOODS AND SERVICES**

WHEREAS, the Cameron County Regional Mobility Authority (the "Authority") adopted the Policies and Procedures Governing Procurements of Goods and Services on December 18, 2007 (the "Procurement Policy"); and, after further review of the Procurement Policy, the Board wishes to amend the Procurement Policy;

NOW, THEREFORE, the Procurement Policy is amended effective May 10, 2018, as follows:

1. The following language shall be added to the Procurement Policy as Section 7.5(f):

"(f) Depository Services. As an alternative to competitive bidding, as determined by the Authority in its sole and absolute discretion, the Authority may solicit applications from depository banks in Cameron County, Texas, for the deposit of the Authority's public funds. Notice that the Authority intends to receive applications from which to select a depository bank shall be published at least once each week for twenty (20) days in the officially designated newspaper of the Authority, be posted on the Authority's website, and be posted at the Cameron County Courthouse before the date to submit the application. Each application shall contain at least the following in the Authority's sole and absolute discretion:

- (1) The amount of the bank's paid-up capital stock and permanent surplus.
- (2) A statement showing the financial condition of the bank on the date of the application.
- (3) A certified check or cashier's check for at least one-half percent of the Authority's revenue for the preceding year.
- (4) The ability to qualify as a depository for public funds in accordance with state law.
- (5) Any other information necessary to comply with or satisfy any and all other requirements described in the Authority's procurement, the Authority's policies, and applicable law.

At the meeting at which the Authority selects the qualified applicant(s), the Authority shall:

- (1) Enter all applications filed with the Authority in the minutes of the meeting.
- (2) Consider the applications.
- (3) Select the qualified applicant(s) that offer the most favorable terms and conditions for the handling of the Authority's funds as determined in the sole and absolute discretion of the Board.



- (4) Designate the depository bank(s) for the Authority's funds by adopting a resolution to that effect.
- (5) Perform any other actions concerning the applications as determined by the Board of Directors of the Authority."

**4-K    CONSIDERATION AND ACTION TO AMEND THE CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY INVESTMENT POLICY.**

## **AMENDMENT TO THE INVESTMENT POLICY FISCAL YEAR 2018**

WHEREAS, the Cameron County Regional Mobility Authority (the "Authority") adopted the Investment Policy for Fiscal Year 2018 (the "Investment Policy"); and, after further review of the Investment Policy, the Board wishes to amend the Investment Policy;

NOW, THEREFORE, the Investment Policy is amended effective May 10, 2018, as follows:

1. The following section of Article IX of the Investment Policy shall be amended to provide, as follows:

### **"Depository"**

A Depository shall be selected by the Authority in accordance with section 7.5(f) and other applicable sections of the Authority's Procurement Policy and shall be based on at least the following selection criteria, as determined by the Authority in its sole and absolute discretion:

- The ability to qualify as a depository for public funds in accordance with state law.
- The ability to provide requested information or financial statements for the periods specified.
- The ability to meet all requirements of the Authority's procurement.
- Complete application in response to all items required by the Authority.
- "Best value" net banking service cost, consistent with the ability to provide an appropriate level of service.
- The credit worthiness and financial stability of the bank.
- A statement showing the financial condition of the depository on the date of the response to the Authority's procurement.
- All depository deposits shall be insured or collateralized in compliance with applicable state law, which includes but is not limited to TEX. GOV'T CODE, Chapter 2257. The Authority reserves the right in its sole and absolute discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits.
- Whether the Depository provides a certified check or cashier's check for at least one-half percent of the Authority's revenue for the preceding year as a good-faith guarantee that, if the Depository's proposal is accepted, the Depository will execute any bond required by the Authority in its sole and absolute discretion.

- The Depository's compliance with or satisfaction of any and all other requirements described in the Authority's procurement, the Authority's policies, and applicable law.

Any Depository, who is designated after the Authority considers and acts upon the applications, shall be required to sign a Depository Agreement with the Authority. The collateralized deposit portion of the Agreement shall define the Authority's rights to the collateral in case of default, bankruptcy, or closing, and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The Agreement must be in writing.
- The Agreement has to be executed by the Depository and the Authority contemporaneously with the acquisition of the asset.
- The Agreement must be approved by the Board of Directors of the Authority.
- The Agreement must be approved by the Board of Directors or Designated Committee of the Depository and a copy of the meeting minutes must be delivered to the Authority.
- The Agreement must be part of the Depository's "official record" continuously since its execution."

**4L    CONSIDERATION AND APPROVAL OF A BANKING RESOLUTION  
WITH TEXAS REGIONAL BANK.**

STATE OF TEXAS           §  
                                     §  
COUNTY OF CAMERON   §

BANKING RESOLUTION OF CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

On May 10, 2018, a Regular meeting of the Cameron County Regional Mobility Authority of CAMERON COUNTY, TEXAS, a political subdivision of the State of Texas, was conducted at the Cameron County Regional Mobility Authority Office at 3470 Carmen Avenue, Suite 5 in Rancho Viejo, Texas. Such meeting was called and held in accordance with provisions of the Transportation Code and the petition and approval process established in 43 TEX. ADMIN. CODE § 26.01, *et. seq.* (the "RMA Rules").

There being a quorum of said Board present at such meeting, the Cameron County Regional Mobility Authority took action to reaffirm the prior resolution designating Texas Regional Bank while also revising the Officers or Staff authorized to act on behalf of the Cameron County Regional Mobility Authority in accordance with said prior resolution and this resolution. Accordingly, the following resolution was duly and legally adopted, and same now appear in the permanent records (i.e., Minutes) of the Cameron County Regional Mobility Authority of CAMERON COUNTY, TEXAS, same having not been rescinded or revoked:

BE IT RESOLVED, that by prior resolution (the "Prior Resolution") Texas Regional Bank, Brownsville, Cameron County, Texas, was designated as a depository for the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY under the rules and regulations prescribed by said BANK from time to time and pursuant to the governing law, such that one or more certificate of deposit accounts, demand deposit accounts, loans or lines of credit and other accounts deemed necessary by and in the name of, or in care of by designated trustee for CAMERON COUNTY REGIONAL MOBILITY AUTHORITY will be established and maintained at the said BANK.

BE IT RESOLVED, that the Cameron County Regional Mobility Authority reaffirms the Prior Resolution while also revising the Officers or Staff authorized to act on behalf of the Cameron County Regional Mobility Authority as described herein.

BE IT RESOLVED, that as prescribed by law, the following Officers or Staff of the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, are authorized on behalf of the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, and as its own act, to sign checks, drafts, notes, bills of exchange, acceptances or other orders for the payment of money; to endorse any checks, notes, bills or other instruments owned, held or endorsed, to the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY; or to do any other convenient or necessary acts to the opening, maintenance and closing of the accounts, and to the deposit of funds - whether represented by cash, checks, notes, other similar instruments or evidence of indebtedness - or to the withdrawal

of funds from the accounts: officials named on the signature cards - all mandated by law, using CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Warrants and the like, and following all counter-signature requirements, if any. Such Officers or Staff authorized are:

Frank Parker, Jr., Chairman

Pedro Sepulveda, Jr., Executive Director


BE IT RESOLVED, that the said Bank is authorized to honor and pay any and all checks and drafts of the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY if signed as provided in this Resolution, whether or not payable to the person or persons signing them; that checks, drafts, bills of exchange and other evidence, indebtedness may be endorsed for deposit to the account or accounts of the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY by any of the officers or agents indicated above or by any other authorized employee or agent of the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, which may be endorsed for deposit or collection in writing or by stamp without designation of the person making the endorsement; and that the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY guarantees all prior endorsements on all checks, drafts, notes or other instruments or evidences of indebtedness that may be deposited by it with said BANK as authorized by law.

EXECUTED and EFFECTIVE this 10<sup>th</sup> day of May, 2018.



Frank Parker, Jr.  
Chairman

Attested:

  
Horacio Barrera, Secretary

**4M    CONSIDERATION AND APPROVAL OF CHANGE ORDER NUMBER 4  
WITH FOREMOST PAVING, INC. FOR THE SH 550 GAP 1 PROJECT.  
(TABLED)**