



IMPROVING MORE THAN JUST ROADS

AGENDA

Regular Meeting of the Board of Directors
of the
Cameron County Regional Mobility Authority
3470 Carmen Avenue, Suite 5
Rancho Viejo, Texas 78575
January 20, 2022
12:00 Noon

PUBLIC COMMENTS:

1. Public Comments.

ITEMS FOR DISCUSSION AND ACTION:

2. Action Items.

- A. Consideration and Approval of the December 16, 2021 Regular Meeting Minutes.
- B. Acknowledgement of Claims.
- C. Approval of Claims.
- D. Consideration and Approval of the Financial Statements and Budget Amendments for the Month of December 2021.
- E. Consideration and Approval of Cameron County Regional Mobility Authority's Amended Travel Policy to Comply with U.S. General Services Administration (GSA) Per Diem and IRS Mileage Rates 2022
- F. Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and Hanson Professional Services, Inc.
- G. Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and GDJ Engineering, LLC.
- H. Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority Regarding an Administration Building & Parking Lot 10.
- I. Consideration and Approval of an Amended Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding an Administration Building & Parking Lot, Maintenance Warehouse, Registration Office, Parking Lot 10, Toll Gantry/Toll Booths at Isla Blanca Park.
- J. Consideration and Approval to Award Bid Number 2021 – 006 to Peacock General Contractors, Inc. and to Approve a Contract Between the Cameron County Regional Mobility Authority and Peacock General Contractors, Inc. for the Pedro "Pete" Benavides Park Pavilion.
- K. Consideration and Action to Select Noble Texas Builders, LLC as the Respondent Submitting the Proposal Offering the Best Value for the CCRMA and to Authorize Contract Negotiations with Noble Texas Builders, LLC Pursuant to RFQ 2021-005 for Construction Manager-at-Risk for the Cameron County Parks Administration Building and Warehouse.

- L. Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and California Department of Motor Vehicles.
- M. Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and Commonwealth of Virginia Department of Motor Vehicles.
- N. Consideration and Approval of a Resolution and an Amendment to the Advance Funding Agreement Between the Cameron County Regional Mobility Authority and the Texas Department of Transportation Regarding SH 550 Gap 2 Project and Authorization for Chairman Parker to Sign Necessary Documents Required by TxDOT Associated with this Advance Funding Agreement.
- O. Consideration and Approval of a Change Order with TollPlus, LLC to Allow Adjustments to be Transmitted via the Bridges Host to be Sent to the Back Office System for the Cameron County Regional Mobility Authority as Requested by the Cameron County International Bridge System.

3. **EXECUTIVE SESSION**

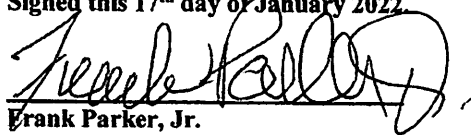
- A. Confer with the Cameron County Regional Mobility Authority's Legal Counsel Regarding Legal Issues Associated with the Whipple Road Project, Pursuant to V.T.C.A., Government Code, Section 551.071 (1) and (2).

4. **ACTION RELATIVE TO EXECUTIVE SESSION**

- A. Possible Action

ADJOURNMENT:

Signed this 17th day of January 2022.


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.

**2-A CONSIDERATION AND APPROVAL OF THE DECEMBER 16, 2021
REGULAR MEETING MINUTES.**

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 16th day of December 2021, 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

MICHAEL SCAIEF
DIRECTOR

ARTURO A. NELSON
DIRECTOR

DR. MARIA VILLEGAS, M.D.
DIRECTOR VIA PHONE

MARK ESPARZA
DIRECTOR

LEO R. GARZA
ABSENT

AL VILLARREAL
DIRECTOR

The Meeting was called to order by Chairman Parker, at 12:00 Noon. At this time, the Board considered the following matters as per CCRMA Agenda posted on the CCRMA's website and physically at 3470 Carmen Avenue, Suite 5, Rancho Viejo, Texas. on this 13th day of December 2021.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None.

ACTION ITEMS

2-A Consideration and Approval of the November 18, 2021 Regular Meeting Minutes.

Director Esparza moved to approve the minutes of the November 18, 2021 Regular Meeting Minutes. The motion was seconded by Treasurer Villarreal and carried unanimously.

2-B Acknowledgement of Claims.

Mr. Victor Barron, RMA Controller went over the Claims and presented them into the record.

Vice Chairman Scaief moved to acknowledge the Claims as presented. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Claims are as follows:

2-C Approval of Claims.

Mr. Victor Barron, RMA Controller went over the Claims and presented them into the record.

Treasurer Villarreal moved to approve the Claims as presented. The motion was seconded by Director Esparza and carried unanimously.

The Claims are as follows:

2-D Consideration and Approval of the Financial Statements and Budget Amendments for the month of November 2021.

Mr. Victor Barron, RMA Controller went over the financial statements for November.

Vice Chairman Scaief moved to approve the financial statements for November 2021. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Financial Statements are as follows:

2-E Consideration and Approval of Quarterly Investment Report for the period ending November 30, 2021.

Mr. Victor Barron, RMA Controller went over the Quarterly Investment Report for the period ending November 30, 2021.

Treasurer Villarreal moved to approve the Quarterly Investment Report for the period ending November 30, 2021. The motion was seconded by Secretary Nelson and carried as follows:

Ayes: Parker, Nelson, Villarreal, Villegas

Nays: Abstain: Scaief and Esparza

Note: Directors Scaief and Esparza submitted affidavits and abstained from discussion and vote.

The Report is as follows:

2-F Discussion Regarding the Status of the Cameron County Regional Mobility Authority Projects.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the Status of the Cameron County Regional Mobility Authority Projects.

Vice Chairman Scaief moved to acknowledge the Status of the Cameron County Regional Mobility Authority Projects. The motion was seconded by Secretary Nelson and carried unanimously.

2-G Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Pathfinders Public Affairs.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for an Agreement between the Cameron County Regional Mobility Authority and Pathfinders Public Affairs.

Secretary Nelson moved to approve the Agreement between the Cameron County Regional Mobility Authority and Pathfinders Public Affairs. The motion was seconded by Director Villegas and carried unanimously.

The Agreement is as follows:

2-H Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for legislative services.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for an Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for legislative services.

Vice Chairman Scaief moved to approve an Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for legislative services. The motion was seconded by Director Esparza and carried unanimously.

The Interlocal is as follows:

2-I Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the Old Alice Road Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the Old Alice Road Project.

Director Esparza moved to approve an Interlocal Agreement between Cameron County and the

Cameron County Regional Mobility Authority regarding the Old Alice Road Project. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Interlocal is as follows:

2-J Consideration and Approval an Interlocal Agreement between City of Brownsville and the Cameron County Regional Mobility Authority regarding the East Loop Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained to the Board the need for an Interlocal Agreement between City of Brownsville and the Cameron County Regional Mobility Authority regarding the East Loop Project.

Director Nelson moved to approve an Interlocal Agreement between City of Brownsville and the Cameron County Regional Mobility Authority regarding the East Loop Project. The motion was seconded by Director Esparza and carried unanimously.

The Interlocal is as follows:

2-K Consideration and Approval of an Amended Interlocal Agreement between City of Brownsville and the Cameron County Regional Mobility Authority regarding the Dana Road Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for of an Amended Interlocal Agreement between City of Brownsville and the Cameron County Regional Mobility Authority regarding the Dana Road Project.

Secretary Nelson moved to approve an Amended Interlocal Agreement between City of Brownsville and the Cameron County Regional Mobility Authority regarding the Dana Road Project. The motion was seconded by Director Villegas and carried unanimously.

The Interlocal is as follows:

2-L Consideration and Approval for Advertisement and Invitation to Bid – Cameron County Basketball Pavilion at the Pedro “Pete” Benavides Park.

Mr. Pete Sepulveda, Jr., RMA Executive Director, explained the need for Advertisement and Invitation to Bid – Cameron County Basketball Pavilion at the Pedro “Pete” Benavides Park.

Vice Chairman Scaief moved to approve Advertisement and Invitation to Bid – Cameron County Basketball Pavilion at the Pedro “Pete” Benavides Park. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Advertisement is as follows:

2-M Consideration and Approval of Amendment No. 1 to the Master Service Agreement for Back Office System Implementation and Maintenance between the Cameron County Regional Mobility Authority and Toll Plus, Inc.

Mr. Pete Sepulveda, Jr., RMA Executive Director, explained the need for an Amendment No. 1 to the Master Service Agreement for Back Office System Implementation and Maintenance between the Cameron County Regional Mobility Authority and Toll Plus, Inc.

Vice Chairman Scaief moved to approve Amendment No. 1 to the Master Service Agreement for Back Office System Implementation and Maintenance between the Cameron County Regional Mobility Authority and Toll Plus, Inc. The motion was seconded by Director Esparza and carried unanimously.

The Amendment is as follows:

2-N Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 04 with S&B Infrastructure for the SH 550 Gap II Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director, explained the need for Supplemental Work Authorization No. 1 to Work Authorization No. 04 with S&B Infrastructure for the SH 550 Gap II Project.

Director Esparza moved to approve the Supplemental Work Authorization No. 1 to Work Authorization No. 04 with S&B Infrastructure for the SH 550 Gap II Project. The motion was seconded by Vice Chairman Scaief and carried unanimously.

The Supplemental is as follows:

2-O Consideration and Approval of a Lease Agreement between Cameron County Regional Mobility Authority and S&B Infrastructure, Ltd.

Mr. Pete Sepulveda, Jr., RMA Executive Director, explained the need for a Lease Agreement between Cameron County Regional Mobility Authority and S&B Infrastructure, Ltd.

Director Esparza moved to approve a Lease Agreement between Cameron County Regional Mobility Authority and S&B Infrastructure, Ltd. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Agreement is as follows:

2-P Discussion and Possible Action Regarding the Back Office System Rules.

Mr. Pete Sepulveda, Jr., RMA Executive Director, explained the need for an update to the Back Office System Rules.

Director Esparza moved to approve an update to the Back Office System Rules. The motion was seconded by Secretary Nelson and carried unanimously.

2-Q Consideration and Approval of an Agreement between the Cameron County Regional Mobility Authority and CSG for Printing and Mail-House Services Supporting the CCRMA.

Director Esparza moved to table the item. The motion was seconded by Secretary Nelson and carried unanimously.

2-R Consideration and Approval to Authorize Staff to issue a Request for Proposals for Printing and Mail-House Services to support the CCRMA.

Mr. Pete Sepulveda, Jr., RMA Executive Director, explained the need for Staff to issue a Request for Proposals for Printing and Mail-House Services to support the CCRMA.

Vice Chairman Scaief moved to approve Staff to issue a Request for Proposals for Printing and Mail-House Services to support the CCRMA. The motion was seconded by Director Esparza and carried unanimously.

Vice Chairman Scaief made a motion to go into executive session at 12:30 PM. The motion was seconded by Secretary Nelson and carried unanimously.

3 – EXECUTIVE SESSION

3-A Deliberation and Discussion Concerning the Evaluation and Duties of the Cameron County Regional Mobility Authority Executive Director, Pete Sepulveda, Jr., Pursuant to V.T.C.A., Government Code, Section 551.074 (1).

3-B Confer with Cameron County Regional Mobility Authority's Legal Counsel Regarding Legal Issues associated with the Agreement between the Cameron County Regional Mobility Authority and Quadient, Inc., Pursuant to V.T.C.A., Government Code, Section 551.071 (1) and (2).

Treasurer Villarreal made a motion to come back into open session at 1:10 PM. The motion was seconded by Director Esparza and carried unanimously.

4 -A Possible Action

Director Esparza made a motion to proceed as discussed in Executive Session. The motion was seconded by Vice Chairman Scaief and carried unanimously.

4-B Possible Action

Director Esparza made a motion to proceed as discussed in Executive Session. The motion was seconded by Secretary Nelson and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Vice Chairman Scaief and seconded by Treasurer Villarreal and carried unanimously the meeting was **ADJOURNED** at 1:12 P.M.

APPROVED this _____ day of _____ 2022.

CHAIRMAN FRANK PARKER, JR.

ATTESTED: _____
ARTURO A. NELSON, SECRETARY

2-B ACKNOWLEDGEMENT OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims January 13, 2022

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Bank of New York Mellon	252-2442237	\$ 1,250.00	TX Rev & Tax Refunding Bond Series 2016 Dec 2021-Dec 2022	Indirect	Y	Local	Ope
CheckMark	119054 12/21	48.00	TimeClock services Dec 2021	Indirect	Y	Local	Ope
Lone Star Shredding Document Storage	1972693	67.50	Shredding Services Dec 2021	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 12.30.21	559.44	Travel Reimbursement PSJ Dec 2021	Indirect	Y	Local	Ope
Charter Communcations	0121858010922	1,161.51	Internet/Phones Jan 2022	Indirect	Y	Local	Ope
		<u>3,086.45</u>					

100 Operation Interlocal

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
AIM Media Texas	40016751-1221	\$ 2,410.00	3010 BH Classified Legal Inv to Bid Const of Benavides 12/21	CC - Parks	Y	Local	Ope
		<u>2,410.00</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
E. A. Stone dba Gulf Data Products	Envelope 1.12.22	\$ 3,645.00	Envelope order 100,000 qty 1.12.22	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1546392-20211231	110.13	Address and Name Lookup December 2021	Indirect	Y	Local	Tolls
Luis Gonzalez	Refund DV LG 1.10.22	13.00	Refund Request DV for Luis Gonzalez 1.10.22	Indirect	Y	Local	Tolls
Pharr Economic Development	Table Bronze 2022	1,250.00	Table Sponsorship for State of the City Bronze FY2022	Indirect	Y	Local	Tolls
Teecsidel SA	0122	2,652.25	Maintenance December 2021	Pharr-Reynosa Intl	Y	Local	Tolls
Charter Communications	0121858010922	1,161.50	Internet/Phones Jan 2022	Indirect	Y	Local	Tolls
United States Postal Service	USPS FC 1.5.22	5,800.00	First Class Stamps Replenishment Jan 2022	Indirect	Y	Local	Tolls
United States Postal Service	USPS Int'l 1.5.22	260.00	International Stamps Replenishment Jan 2022	Indirect	Y	Local	Tolls
United States Postal Service	USPS Repl 1.5.22-2	5,000.00	Postage Acct Replenishment Jan 2022	Indirect	Y	Local	Tolls
Verizon Wireless	9895753529	88.32	Cell Phone/Internet HotSpot Dec 2021	Indirect	Y	Local	Tolls
		<u>19,980.20</u>					
	Operations	\$ 3,086.45					
	Oper Interlocal	2,410.00					
	Tolls	19,980.20					
	Total Transfer	<u>\$ 25,476.65</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

m.r. ibarra 1.13.22

Victor J. Barron,
Controller

Victor Barron 1.13.22

Pete Sepulveda Jr.,
Executive Director

PS 1.13.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims January 6, 2022

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Dec 2021	\$ 759.16	Credit Card Charges Dec 2021	Indirect	Y	Local	Ope
CDW Government LLC, CDW	P900104	1,955.84	Battery Backup for Admin/Tolls Offices	Indirect	Y	Local	Ope
CDW Government LLC, CDW	P916211	488.96	Battery Backup for Admin/Tolls Offices	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 12/21	28.96	Bottled water delivery Dec 2021	Indirect	Y	Local	Ope
JWH and Associates, Inc.	1121	10,750.00	SH 550 Gap II Railroad Issues and Harlingen Switchyard	SH550 GAP II	Y	Local	Ope
JWH and Associates, Inc.	122	5,106.85	Gap II Railroad Issues and Harlingen Switchyard Dec	SH550 GAP II	Y	Local	Ope
Toshiba Financial Services	39165453	311.23	Admin Printer Jan 2022	Indirect	Y	Local	Ope
		<u>19,401.00</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Allied Electronics & Automation	9015469340	\$ 1,081.35	Power Supplies for IT	Indirect	Y	Local	Tolls
American Express	AMEX Dec 2021	183.99	Credit Card Charges Dec 2021	Indirect	Y	Local	Tolls
Culligan of the Rio Grande Valley	320895 12/21	57.95	Bottled water delivery Dec 2021	Indirect	Y	Local	Tolls
Law Enforcement Systems LLC	1006398	1,119.04	Out of State DMV Records Dec 2021	Indirect	Y	Local	Tolls
Kapsch TrafficCom USA, Inc	486022SI01664	14,274.00	Toll System Maintenance Support Nov 2021	Indirect	Y	Local	Tolls
Matus Contractor Company	402	5,500.00	Grass, garbage, and herbicide FM550 to HWY 77	Indirect	Y	Local	Tolls
Matus Contractor Company	403	4,000.00	Grass, garbage, and herbicide Gap 1 and direct connector 1&2	Indirect	Y	Local	Tolls
Prisciliano Delgado	10729	250.00	Lawn Care December 2021	Indirect	Y	Local	Tolls
Public Utilities Board	PUB 600710 12/21	201.16	Electricity 1100 Fm 511 Hwy Bro Dec 2021	Direct Connectors -	Y	Local	Tolls
Texas Department of Motor Vehicles	TxDMV Repl 1.5.22	3,000.00	Name and Address Lookup Acct Replenishment 1.5.22	Indirect	Y	Local	Tolls
Charter Communications	2868066010322	259.13	Ethernet Intrastate 8066 Jan 2022	Direct Connectors -	Y	Local	Tolls
United States Postal Service	USPS Replen 1.5.22	15,000.00	Postage Acct Replinsihment Jan 2022	Indirect	Y	Local	Tolls
		<u>44,926.62</u>					
	Operations	\$ 19,401.00					
	Tolls	<u>44,926.62</u>					
	Total Transfer	<u>\$ 64,327.62</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

Monica R. Ibarra 1.6.22

Victor J. Barron,
Controller

Victor J. Barron 1.6.22

Pete Sepulveda Jr.,
Executive Director

Pete Sepulveda Jr. 01.06.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims December 29, 2021

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Direct Energy Business, LLC	213550047731098	\$ 35.80	Electricity Ste 7 Dec 2021	Indirect	Y	Local	Ope
Direct Energy Business, LLC	213550047731099	51.18	Electricity Ste 3 Dec 2021	Indirect	Y	Local	Ope
Direct Energy Business, LLC	213550047731100	28.34	Electricity Ste 5 Dec 2021	Indirect	Y	Local	Ope
Direct Energy Business, LLC	213550047731101	25.14	Electricity Ste 4 Dec 2021	Indirect	Y	Local	Ope
Gexa Energy, LP	32900157	39.54	Electricity Ste 6 Dec 2021	Indirect	Y	Local	Ope
MPC Studios, Inc	31033	125.00	Website hosting Jan 2022	Indirect	Y	Local	Ope
TML Health Benefits Pool	PCAMERO62201	7,439.92	Employee Health Insurance Jan 2021	Indirect	Y	Local	Ope
TTI - ENVR19	TTI-TTF22	465.00	2022 Texas Transportation Forum	Indirect	Y	Local	Ope
		<u>8,209.92</u>					

100 Operation Interlocal

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.400-09	\$ 4,835.38	SH 550 Gap II WA 4 Nov 2021	SH550 GAP II	Y	Local	Ope
		<u>4,835.38</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Direct Energy Business, LLC	213550047731801	\$ 162.86	Electricity Tolls Dec 2021	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	213570047749201	216.12	Electricity 570 Fm 511 Dec 2021	Direct Connectors -	Y	Local	Tolls
Direct Energy Business, LLC	213570047749202	302.99	Electricity 1895 Fm 511 #1 Dec 2021	FM1847 - SH1550	Y	Local	Tolls
Gexa Energy, LP	32903697	249.63	Electricity 1505 Fm 511 & 1705 Fm 511 Dec 2021	Direct Connectors -	Y	Local	Tolls
CIMPRESS USA Incorporated/ National Pen Co., LLC	43572196912	1,575.95	National Pen Co Fuego Marketing Supplies	Indirect	Y	Local	Tolls
NSA Property Holdings, LLC d/b/a Move It Storage- North	Storage #242 1/22	214.00	Storage Unit #242 Jan 2021	Indirect	Y	Local	Tolls
Professional Account Management, LLC	PAM 12.22.21 JNC/JCP	1,120.85	Outstanding Collection paid by JNC and JCP 12.22.21	Indirect	Y	Local	Tolls
Staples Business Credit	328311957	267.92	Office supplies ordered	Indirect	Y	Local	Tolls
Staples Business Credit	336392051	430.30	Office supplies ordered	Indirect	Y	Local	Tolls
TML Health Benefits Pool	PCAMERO62201	6,098.26	Employee Health Insurance Jan 2021	Indirect	Y	Local	Tolls
Toshiba Financial Services	39092125	296.86	Tolls Printer Dec 2021	Indirect	Y	Local	Tolls
		<u>10,935.74</u>					
Operations		\$ 8,209.92					
Oper Interlocal		4,835.38					
Tolls		<u>10,935.74</u>					
Total Transfer		<u>\$ 23,981.04</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

Monica R. Ibarra 12.29.21

Victor J. Barron,
Controller

Victor Barron 12.29.21

Pete Sepulveda Jr.,
Executive Director

Pete Sepulveda Jr. 12.29.21



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims December 21, 2021

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Brownsville Chamber of Commerce	732609	\$ 420.00	Membership FY2022	Indirect	Y	Local	Ope
Ericka Trevino	Travel ET 12.16.21	165.14	Travel Reimbursement ET 12.16.21	Indirect	Y	Local	Ope
Maria D Mayorga	Travel LM 12.20.21	107.09	Travel Reimbursement LM 12.20.21	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	47	12,000.00	Consulting Services Nov 2021	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, 1216 P.L.L.C		2,560.00	Legal Services Settlement Dec 2021	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, 1217 P.L.L.C		2,440.00	Legal Services Dec 2021	Indirect	Y	Local	Ope
		<u>17,692.23</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Fagan Consulting LLC	CCR-2111R1	\$ 184.08	Operation Support Business Rules Update Nov 2021	Indirect	Y	Local	Tolls
Time Warner Cable Business Class	0879673121521	289.75	Ethernet Intrastate Dec 2021	Direct Connectors - SH550	Y	Local	Tolls
United States Postal Service	USPS Repl 12.20.21	15,000.00	Postage Replenishment Dec 2021	Indirect	Y	Local	Tolls
		<u>15,473.83</u>					
	Operations	\$ 17,692.23					
	Tolls	<u>15,473.83</u>					
	Total Transfer	<u>\$ 33,166.06</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

Monica R Ibarra 12.21.21
 DocuSigned by:

Victor J. Barron,
Controller

Victor Barron 12/21/2021
 DocuSigned by:

Pete Sepulveda Jr,
Executive Director

PJ 12/21/2021
 DocuSigned by:



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims December 16, 2021

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	428674	\$ 235.82	Employee Supplemental Insurance Dec 2021	Indirect	Y	Local	Ope
Bank of New York Mellon	252-2434423	1,250.00	VRF Revenue Refunding Bonds Series 2017 12/21-11/22	Indirect	Y	Local	Ope
CheckMark	119054 11/21	43.75	Time Clock Service Nov 2021	Indirect	Y	Local	Ope
E.A. Stone dba Gulf Data Products	113140	39.95	Business Cards for A. Garcia and Customer Service Rep 500qty	Indirect	Y	Local	Ope
MPC Studios, Inc	30999	125.00	Website Hosting and Maintenance Dec 2021	Indirect	Y	Local	Ope
South Padre Island Chamber of Commerce	15535	265.00	Membership Renewal FY 2022	Indirect	Y	Local	Ope
Time Warner Cable Business Class	0121858120921	1,161.51	Internet/Phones Tolls Dec 2021	Indirect	Y	Local	Ope
Toshiba Financial Services	38972238	311.23	Admin Printer Dec 2021	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007806 11/21	36.43	Water and Waste Water Ste 7 Nov 2021	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007907 11/21	34.92	Water and Waste Water Ste 6 Nov 2021	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008005 11/21	36.06	Water and Waste Water Ste 4 Nov 2021	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008105 11/21	34.55	Water and Waste Water Ste 3 Nov 2021	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008406 11.21	34.17	Water and Waste Water Ste 5 Nov 2021	Indirect	Y	Local	Ope
		<u>3,608.39</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
E.A. Stone dba Gulf Data Products	113140	\$ 39.95	Business Cards for A. Garcia and Customer Service Rep 500qty	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1546392-20211130	110.13	Address and Name Lookup Nov 2021	Indirect	Y	Local	Tolls
Public Utilities Board	588837 12/21	213.64	Electricity 180042 SH 550 Dec 2021	Port Spur - SH550	Y	Local	Tolls
Ruben Aguirre	Refund Ck RA 12.9.21	127.69	Requesting check for Ruben Aguirre closed RBP acct.	Indirect	Y	Local	Tolls
Tecsidel SA	1221	2,652.25	Pharr Maintenance Nov 2021	Pharr-Reynosa Intl	Y	Local	Tolls
Time Warner Cable Business Class	0121858120921	1,161.50	Internet/Phones Tolls Dec 2021	Indirect	Y	Local	Tolls
TML	9384 12.1.21	6,107.00	Workers' Comp Audit 2020/Workers' Comp 2021	Indirect	Y	Local	Tolls
Intergovernmental Risk							
Valley Municipal Utility District	3010066802 11/21	37.57	Water and Waste Water Tolls Nov 2021	Indirect	Y	Local	Tolls
		<u>10,449.73</u>					
Operations		\$ 3,608.39					
Tolls		<u>10,449.73</u>					
Total Transfer		<u>\$ 14,058.12</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

MR Ibarra 12.16.21

Victor J. Barron,
Controller

Victor Barron 12.16.21

Pete Sepulveda Jr.,
Executive Director

Pete Sepulveda Jr. 12/16/21

2-C APPROVAL OF CLAIMS.



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims January 20, 2022**

100 Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.222-01	\$ 202,647.34	East Loop PS&E, Geo, Utilities WA:22 Sept 2020	SH 32 (East Loop)	Y	Local	Ope
S&B Infrastructure, LTD	U2716.223-02	29,307.14	Isla Blanca Toll Booths Sept 2021 to Nov 2021	CC - Isla Blanca Toll Booths	Y	Local	Ope
S&B Infrastructure, LTD	U2716.224-03	49,458.68	Flor de Mayo Presidential Permit App Nov 2021	Flor De Mayo Bridge	Y	Local	Ope
Foremost Paving, Inc	222019-001	160,369.20	Isla Blanca Park Paving Dec 2021	CC - Isla Blanca Park	Y	Local	Ope
		<u>441,782.36</u>					

525 Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2100167	\$ 6,461.34	Maint and Support Back Office System/Pharr Bridge Dec 2021	Pharr-Reynosa Intl Bridge	Y	Local	Toll
		<u>6,461.34</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Texas Municipal League	9384 1.1.22	\$ 16,798.25	Coastal Wind Coverage and Automobile Liability Jan 2022	Indirect	Y	Local	Toll
Intergovernmental Risk							
TollPlus LLC	US2100167	15,839.01	Maint and Support Back Office System/Pharr Bridge Dec 2021	Indirect	Y	Local	Toll
		<u>32,637.26</u>					
Oper Interlocal		441,782.36					
Tolls Interlocal		6,461.34					
Tolls		<u>32,637.26</u>					
Total Transfer		<u>\$ 480,880.96</u>					

Reviwed by:

Victor J. Barron,
Controller

DocuSigned by:

Victor Barron

1/14/2022

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DocuSigned by:

PJ8

1/14/2022

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Pete Sepulveda Jr,
Executive Director

**2-D CONSIDERATION AND APPROVAL OF THE FINANCIAL
STATEMENTS AND BUDGET AMENDMENTS FOR THE MONTH OF
DECEMBER 2021.**



DECEMBER 2021 FINANCIAL REPORT

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR

VICTOR J. BARRON, CONTROLLER



CCRMA MONTHLY FINANCIAL

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Revenues and Expenditures - Monthly R&E - Unposted
Transactions Included In Report From 12/1/2021 Through 12/31/2021

	Current Period Actual	Current Period Budget - Original	Budget - Variance Original	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues							
Vehicle registration fees	\$ 268,370	\$ 283,333	\$ (14,963)	\$ 763,730	\$ 3,400,000	\$ (2,636,270)	\$ 753,851
Interlocal agreements	17,583	29,250	(11,667)	52,295	351,000	(298,705)	30,000
Other revenues	800	800	-	1,213	9,600	(8,388)	-
Total Operating Revenues	286,753	313,383	(26,630)	817,238	3,760,600	(2,943,363)	783,851
Operating Expenses							
Personnel costs	187,012	106,832	(80,180)	330,002	1,281,987	951,985	282,675
Professional services	23,558	29,592	6,034	57,809	355,100	297,291	79,423
Advertising & marketing	545	1,375	830	1,670	16,500	14,830	375
Data processing	530	1,000	470	939	12,000	11,061	841
Dues & memberships	458	1,667	1,209	1,050	20,000	18,950	585
Education & training	465	833	368	465	10,000	9,535	-
Fiscal agent fees	2,500	4,467	1,967	6,370	53,600	47,230	3,470
Insurance	-	667	667	-	8,000	8,000	-
Maintenance & repairs	18	4,167	4,149	1,231	50,000	48,769	-
Office supplies	2,555	2,250	(305)	9,624	27,000	17,376	891
Leases	311	311	0.25	934	3,735	2,801	20,041
Travel	832	2,083	1,251	1,761	25,000	23,239	82
Utilities	1,617	2,250	633	5,149	27,000	21,851	4,979
Contingency	-	10,417	10,417	6,690	125,000	118,310	-
Total Operating Expenses	220,401	167,910	(52,491)	423,694	2,014,922	1,591,228	393,362
Total Operating Income (Loss)	66,352	145,473	(79,121)	393,544	1,745,678	(1,352,134)	390,489
Non Operating Revenues							
Interest income	9,604	4,583	5,021	29,766	55,000	(25,234)	17,076
TRZ revenue	-	183,333	(183,333)	-	2,200,000	(2,200,000)	-
Total Non Operating Revenues	9,604	187,917	(178,313)	29,766	2,255,000	(2,225,234)	17,076
Non Operating Expenses							
Debt interest	-	158,807	158,807	-	1,905,678	1,905,678	-
Debt interest-LOC	-	2,083	2,083	-	25,000	25,000	380
Project expenses	51,823	172,500	120,677	62,026	2,070,000	2,007,974	13,363
Total Non Operating Expenses	51,823	333,390	281,567	62,026	4,000,678	3,938,652	13,743
Total Changes in Net Position	\$ 24,133	\$ -	\$ 24,133	\$ 361,284	\$ -	\$ 361,284	\$ 393,822

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenditures - Cash - Unposted
Transactions Included In Report From 12/1/2021 Through 12/31/2021

	Current Period Current Period Actual	Current Period Budget - Original	Budget - Variance Original	Current Year Actual	Annual Budget - Original	Budget Variance - Original	Prior Year Actual
Toll Operating Revenues							
TPS Revenues	\$ 69,754	\$ 163,750	\$ (93,996)	\$ 436,221	\$ 1,965,000	\$(1,528,779)	\$ 518,398
Interop Revenues							
Interop revenues	81,808	71,250	10,558	287,114	855,000	(567,886)	216,793
Bridge interoperability	51,883	41,667	10,216	138,457	500,000	(361,543)	133,772
Total Interop Revenues	133,691	112,917	20,774	425,571	1,355,000	(929,429)	350,565
Other Toll Revenues							
Interlocal agreement	12,176	13,490	(1,314)	40,707	161,880	(121,173)	36,211
Total Other Toll Revenues	12,176	13,490	(1,314)	40,707	161,880	(121,173)	36,211
Total Toll Operating	215,621	290,157	(74,536)	902,499	3,481,880	(2,579,381)	905,174
Toll Operating Expenses							
Personnel costs	66,043	52,894	(13,149)	137,601	634,724	497,123	135,911
Transaction processing costs	34,865	43,967	9,102	119,332	527,600	408,268	116,114
Toll system maintenance/IT	22,484	22,750	266	67,251	273,000	205,749	64,928
Roadside maintnenace	38,387	38,967	580	106,168	467,600	361,432	100,326
CSC indirect/overhead costs	4,397	25,099	20,702	32,204	301,190	268,986	35,004
Total Toll Operating	166,176	183,676	17,500	462,556	2,204,114	1,741,558	452,283
Total Operating Income (Loss)	49,445	106,481	(57,036)	439,943	1,277,766	(837,823)	452,891
Non Operating Revenues							
Pass through grant	0	115,417	(115,417)	0	1,385,000	(1,385,000)	0
Total Non Operating	0	115,417	(115,417)	0	1,385,000	(1,385,000)	0
Non Operating Expenses							
Debt interest	0	221,897	221,897	0	2,662,766	2,662,766	0
Total Non Operating	0	221,897	221,897	0	2,662,766	2,662,766	0
Changes in Net Position	\$ 49,445	\$ -	\$ 49,445	\$ 439,943	\$ -	\$ 439,943	\$ 452,891

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report From 12/1/2021 Through 12/31/2021

	Current Period		Current Period		Annual Budget		Prior Year
	Current Period	Budget -	Budget -	Current Year	Annual Budget -	Variance -	
	Actual	Original	Variance	Actual	Original	Original	Actual
Operating Revenues							
Vehicle registration fees	\$ 268,370	\$ 283,333	\$ (14,963)	\$ 763,730	\$ 3,400,000	\$ (2,636,270)	\$ 753,851
Interlocal agreement	30,559	43,540	(12,981)	94,214	522,480	(428,266)	66,211
Toll revenues	203,444	276,667	(73,223)	861,793	3,320,000	(2,458,207)	868,963
Total Operating Revenues	502,373	603,540	(101,167)	1,719,737	7,242,480	(5,522,743)	1,689,025
Operating Expenses							
Personnel costs	253,055	159,726	(93,329)	467,603	1,916,711	1,449,108	418,586
Accounting software and	0	208	208	0	2,500	2,500	2,274
Professional services	18,558	25,217	6,659	42,558	302,600	260,042	72,620
Contractual services	5,000	6,250	1,250	16,293	75,000	58,707	5,550
Advertising & marketing	545	7,625	7,080	6,397	91,500	85,103	2,408
Data processing	530	1,000	470	1,122	12,000	10,878	841
Dues & memberships	458	2,250	1,792	1,050	27,000	25,950	585
Education & training	465	1,667	1,202	664	20,000	19,336	0
Fiscal agent fees	2,500	4,900	2,400	6,370	58,800	52,430	4,720
Insurance	9,991	7,250	(2,741)	26,789	87,000	60,211	16,024
Maintenance & repairs	1,326	5,833	4,507	9,155	70,000	60,845	1,310
Office supplies	18,460	24,500	6,040	65,703	294,000	228,297	61,788
Road maintenance	58,100	64,333	6,233	174,036	772,000	597,964	184,616
Leases	822	4,687	3,865	4,588	56,247	51,659	29,862
Toll services	10,675	13,967	3,292	36,117	167,600	131,483	24,051
Travel	1,133	3,333	2,200	2,173	40,000	37,827	130
Utilities	4,958	6,700	1,742	15,073	80,400	65,327	20,282
Contingency	0	12,140	12,140	10,558	145,678	135,120	0
Total Operating Expenses	386,576	351,586	(34,990)	886,249	4,219,036	3,332,787	845,647
Net Change from Operations	115,797	251,954	(136,157)	833,488	3,023,444	(2,189,956)	843,378
Non Operating Revenue							
Pass through grant revenues	0	115,417	(115,417)	0	1,385,000	(1,385,000)	0
Interest income	9,604	4,583	5,021	29,766	55,000	(25,234)	17,076
TRZ Revenue	0	183,333	(183,333)	0	2,200,000	(2,200,000)	0
Total Non Operating	9,604	303,333	(293,729)	29,766	3,640,000	(3,610,234)	17,076
Non Operating Expenses							
Bond Debt Expense	0	380,704	380,704	0	4,568,444	4,568,444	0
Debt Interest - LOC	0	2,083	2,083	0	25,000	25,000	380
Project expenses	51,823	172,500	120,677	62,026	2,070,000	2,007,974	13,363
Total Non Operating	51,823	555,287	503,464	62,026	6,663,444	6,601,418	13,743
Changes in Net Position	\$ 73,578	\$ -	\$ 73,578	\$ 801,228	\$ -	\$ 801,228	\$ 846,711

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures

From 12/1/2021 Through 12/31/2021

	Cameron County	Federal Funds	Total
<hr/>			
Non Operating Revenues			
Revenues			
West Rail Corridor	\$ -	\$ -	\$ -
SH550 GAP II	-	3,868	3,868
SH 32 (East Loop)	20,108	-	20,108
Whipple Road	-	-	-
Flor De Mayo Bridge	49,459	-	49,459
CC - Old Alice Road	-	-	-
CC - Consulting Services PF	8,000	-	8,000
CC - Administration Building & Parking Lot	-	-	-
CC- Isla Blanca Toll Booths	29,307	-	29,307
CC- Benavides Park Basketball Court	2,410	-	2,410
CC - Parks	-	-	-
Total revenues	<hr/> 109,284	<hr/> 3,868	<hr/> 113,153
Total Non Operating Revenues	<hr/> 109,284	<hr/> 3,868	<hr/> 113,153
<hr/>			
Non Operating Expenses			
Project expenses			
SH550 GAP II	-	3,868	3,868
SH 32 (East Loop)	20,108	-	20,108
Whipple Road	-	-	-
Flor De Mayo Bridge	49,459	-	49,459
CC - Old Alice Road	-	-	-
CC - Consulting Services PF	8,000	-	8,000
CC - Administration Building & Parking Lot	-	-	-
CC- Isla Blanca Toll Booths	29,307	-	29,307
CC- Benavides Park Basketball Court	2,410	-	2,410
CC - Parks	-	-	-
Total Project expenses	<hr/> 109,284	<hr/> 3,868	<hr/> 113,153
Total Non Operating Expenses	<hr/> 109,284	<hr/> 3,868	<hr/> 113,153
<hr/>			
Total Changes in Net Position	\$ -	\$ -	\$ -
<hr/>			

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures

From 10/1/2021 Through 9/30/2022

	Cameron County	Federal Funds	Total
<hr/>			
Non Operating Revenues			
Revenues			
West Rail Corridor	\$ -	\$ -	\$ -
SH550 GAP II	-	8,181	8,181
SH 32 (East Loop)	20,108	-	20,108
Whipple Road	-	-	-
Flor De Mayo Bridge	49,459	-	49,459
CC - Old Alice Road	55,423	-	55,423
CC - Consulting Services PF	24,000	-	24,000
CC - Administration Building & Parking Lot	1,489	-	1,489
CC- Isla Blanca Toll Booths	29,307	-	29,307
CC- Benavides Park Basketball Court	2,410	-	2,410
CC - Parks	-	-	-
Total revenues	<hr/> 182,196	<hr/> 8,181	<hr/> 190,377
Total Non Operating Revenues	<hr/> 182,196	<hr/> 8,181	<hr/> 190,377
<hr/>			
Non Operating Expenses			
Project expenses			
SH550 GAP II	-	8,181	8,181
SH 32 (East Loop)	20,108	-	20,108
Whipple Road	-	-	-
Flor De Mayo Bridge	49,459	-	49,459
CC - Old Alice Road	55,423	-	55,423
CC - Consulting Services PF	24,000	-	24,000
CC - Administration Building & Parking Lot	1,489	-	1,489
CC- Isla Blanca Toll Booths	29,307	-	29,307
CC- Benavides Park Basketball Court	2,410	-	2,410
CC - Parks	-	-	-
Total Project expenses	<hr/> 182,196	<hr/> 8,181	<hr/> 190,377
Total Non Operating Expenses	<hr/> 182,196	<hr/> 8,181	<hr/> 190,377
<hr/>			
Total Changes in Net Position	\$ -	\$ -	\$ -
<hr/>			

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 12/31/2021

	<u>Current Year</u>
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 5,339,514
Restricted cash accounts - debt service	8,539,368
Restricted cash - bond proceeds	3,486,346
Accounts receivable, net	
Vehicle Registration Fees - Receivable	765,375
Other	<u>3,338,121</u>
Total Accounts receivable, net	4,103,496
Accounts receivable - other agencies	3,005,032
Accrued interest	<u>0</u>
Total Current Assets:	24,473,756
Non Current Assets:	
Capital assets, net	96,431,351
Capital projects in progress	24,900,322
Unamortized bond prepaid costs	94,960
Net pension asset	<u>122,663</u>
Total Non Current Assets:	121,549,296
Deferred Outflow of Resources	
Deferred outflows related to bond refunding	97,585
Deferred outflow related to pension	<u>192,320</u>
Total Deferred Outflow of Resources	289,905
Total ASSETS	<u>\$ 146,312,957</u>
LIABILITIES	
Current Liabilities	
Accounts payable	\$ 887,615
Accrued expenses	320,301
Deferred revenue	<u>463,542</u>
Total Current Liabilities	1,671,458
Non Current Liabilities	
Due to other agencies	16,134,188
Long term bond payable	<u>77,467,246</u>
Total Non Current Liabilities	93,601,434
Deferred Inflows of Resources	
Deferred inflows related to pension	<u>168,027</u>
Total LIABILITIES	<u>95,440,919</u>
NET POSITION	
Beginning net position	
	<u>49,507,146</u>
Total Beginning net position	49,507,146
Changes in net position	
	<u>1,364,892</u>
Total Changes in net position	<u>1,364,892</u>
Total NET POSITION	<u>50,872,038</u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u>\$ 146,312,957</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 12/31/2021

	Current Period	Current Year
Cash Flows from Operating Activities		
Receipts from vehicle registration fees	\$ -	\$ 570,760
Receipts from interop toll revenues	139,740	405,994
Receipts from TPS toll revenues	79,254	752,248
Receipts from other operating revenues	19,536	83,191
Payments to vendors	(44,166)	(234,495)
Payments to employees	(251,716)	(475,533)
Total Cash Flows from Operating Activities	(57,352)	1,102,165
Cash Flows from Capital and Related Financing Activities		
Acquisitions of property and equipment	0	(546,403)
Acquisitions of construction in progress	(426,232)	(932,091)
Proceeds related to redevelopment assets	123,213	680,238
Payment on interlocal project expenses	(156,976)	(228,402)
Interlocal project proceeds	3,868	(41,819)
Total Cash Flows from Capital and Related Financing Activities	(456,126)	(1,068,477)
Cash Flows from Investing Activities		
Receipts from interest income	9,604	29,766
Total Cash Flows from Investing Activities	9,604	29,766
Beginning Cash & Cash Equivalents	17,869,102	17,301,774
Ending Cash & Cash Equivalents	\$ 17,365,228	\$ 17,365,228

**2-E CONSIDERATION AND APPROVAL OF CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY'S AMENDED TRAVEL POLICY
TO COMPLY WITH U.S. GENERAL SERVICES ADMINISTRATION
(GSA) PER DIEM AND IRS MILEAGE RATES 2022**



REIMBURSEMENT AND TRAVEL POLICY

Travel Arrangements

- Should be made at lowest cost, using the Internet, if possible, to mitigate fees with the guidelines set below for Lodging, Mileage, and Meals. Travel agents may be used on more complicated travel arrangements to reduce staff time and thereby reduce overall costs.
- Employee travel should be done in a manner to minimize time away from work.
- Hotel shuttles should be used when available.
- Additional lodging reimbursement would be allowed only if the reduction in airfare is greater than the extra days lodging and per diems.

Hotel Accommodations

In State or Out of State Lodging must follow the below guidelines for daily rates. These rates match those set by the Texas Comptroller for State of Texas Employee's Travel Reimbursement as of October 1st of every Fiscal Year.

See attachment of GSA Rates

- Executive Staff, Key Personnel, and Board Members are eligible up to twice the amount listed on the attached GSA Rates.
- Exceptions to the attached rates require prior approval by Executive Director and would include:
 - The hotel would reduce total overall costs of travel, such as not requiring a rental car.
 - Time constraints for business meetings would require staying at a closer hotel.
 - Conference Rate.
 - Out of State or Out of Country Travel.

Meals

In State or Out of State meals must follow the below guidelines for daily rates. These rates match those set by the Texas Comptroller for State of Texas Employee's Travel Reimbursement as of October 1st of every Fiscal Year.

See attachment of GSA Rates for Overnight Travel and Textravel Rates for Non-Overnight Travel

- Executive Staff, Key Personnel, and Board Members are eligible up to twice the amount listed on the attached GSA Rates.
- Meals not related to CCRMA business will not be reimbursed.
- Exceptions for meals exceeding the daily rate require justification and approval by Executive Director.
- No reimbursement for alcohol will be allowed.

Incidentals

- Reasonable and customary tips and gratuities can be included in meals and do not require a receipt.
- Parking, toll, and taxi expenses will be reimbursed.
- Other minor expenses should have receipt and justification for reimbursement.
- There will be no reimbursement for parking or traffic violations.
- There will be no reimbursement for entertainment purposes, including hotel movies.

Rental Vehicles

- Should use compact to mid-sized vehicles unless multiple persons traveling.
- Loss Damage Waiver should be used.

Airfare

- Airfare should be booked at the most economical rate as far in advance as reasonably possible.
- Coach, business fares, or internet specials should be used when possible.
- Travel agents may be used on more complicated travel arrangements to reduce staff time and thereby reduce overall costs.
- Cancellation fees or fees for ticket changes will be reimbursed if in the best interests of the CCRMA or a family emergency.

Mileage Reimbursement

Use of a personal vehicle on CCRMA business will be reimbursed using the current Internal Revenue Service Rate for business expense as of January 1st of every calendar year. The CCRMA travel reimbursement form should be used and include:

- Purpose of Travel.
- Dates of Travel.
- Net Mileage (using the CCRMA headquarters as origination point).
- Maximum reimbursement is mileage rate times the number of miles driven.

Food Service at Local Meetings

Food service for local business meeting will be reimbursed. These business meetings are required for the active conduct of CCRMA business and include CCRMA Board meetings and workshops, CCRMA Board Committee meetings, meetings with other governmental entities for CCRMA business. A request for reimbursement should include:

- The Purpose of the Meeting.
- The Time and Location of the Meeting.
- Names of Principal Attendees.
- Approval of Reimbursement by Executive Director.



IRS issues standard mileage rates for 2022

IR-2021-251, December 17, 2021

WASHINGTON — The Internal Revenue Service today issued the 2022 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on January 1, 2022, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 58.5 cents per mile driven for business use, up 2.5 cents from the rate for 2021,
- 18 cents per mile driven for medical, or moving purposes for qualified active-duty members of the Armed Forces, up 2 cents from the rate for 2021 and
- 14 cents per mile driven in service of charitable organizations; the rate is set by statute and remains unchanged from 2021.

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, unless they are members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see [Moving Expenses for Members of the Armed Forces](#).

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

Taxpayers can use the standard mileage rate but must opt to use it in the first year the car is available for business use. Then, in later years, they can choose either the standard mileage rate or actual expenses. Leased vehicles must use the standard mileage rate method for the entire lease period (including renewals) if the standard mileage rate is chosen.

[Notice 2021-03](#) [PDF](#), contains the optional 2022 standard mileage rates, as well as the maximum automobile cost used to calculate the allowance under a fixed and variable rate (FAVR) plan. In addition, the notice provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in calendar year 2022 for which employers may use the fleet-average valuation rule in or the vehicle cents-per-mile valuation rule.

Fiscal Management
Glenn Hegar
 Texas Comptroller of Public Accounts

Current Rates

Fiscal 2022 Travel Reimbursement Rates

Employees

In-State or Out-of-State Meals and Lodging	<p>Refer to the GSA's federal <u>Domestic Maximum Per Diem Rates</u>, effective Oct. 1, 2021.</p> <p>If the city is not listed, but the county is listed, use the daily rate of the county.</p> <p>For locations not listed (city or county), the daily rates are:</p> <ul style="list-style-type: none"> • Lodging In-State/Out-of-State: up to \$96. • Meals In-State/Out-of-State: up to \$59.
In-State or Out-of-State Non-Overnight Meals	Not to exceed \$36 daily
Automobile Mileage	<p>58.5 cents per mile (Jan. 1 – Dec. 31, 2022)</p> <p>56 cents per mile (Sept. 1 – Dec. 31, 2021)</p>
Aircraft Mileage	\$1.26 per mile (Sept. 1 – Dec. 31, 2021)

Key Officials

In-State or Out-of-State Meals and Lodging	<p>Up to twice the amount listed on GSA's <u>Domestic Maximum Per Diem Rates</u>.</p> <p>For areas not listed, the daily rates are:</p> <ul style="list-style-type: none"> • Lodging In-State/Out-of-State: up to \$192. • Meals In-State/Out-of-State: up to \$118.
In-State or Out-of-State Non-Overnight Meals	Not to exceed \$72 daily
Automobile Mileage	<p>58.5 cents per mile (Jan. 1 – Dec. 31, 2022)</p> <p>56 cents per mile (Sept. 1 – Dec. 31, 2021)</p>
Aircraft Mileage	\$1.26 per mile (Sept. 1 – Dec. 31, 2021)



U.S. General Services Administration

FY 2022 Per Diem Rates for Texas

Max lodging by month (excluding taxes.)

Primary Destination	County	2021 Oct	Nov	Dec	2022 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Arlington / Fort Worth / Grapevine	Tarrant County / City of Grapevine	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167
Austin	Travis	\$158	\$140	\$140	\$140	\$161	\$161	\$161	\$161	\$161	\$131	\$131	\$158
Big Spring	Howard	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136
Corpus Christi	Nueces	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103
Dallas	Dallas	\$161	\$161	\$154	\$154	\$154	\$154	\$154	\$154	\$154	\$154	\$154	\$161
El Paso	El Paso	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98
Galveston	Galveston	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$132	\$132	\$99	\$99
Houston	Montgomery / Fort Bend / Harris	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122
Midland / Odessa	Midland / Andrews / Ector / Martin	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183
Pecos	Reeves	\$134	\$134	\$134	\$134	\$134	\$134	\$134	\$134	\$134	\$134	\$134	\$134
Plano	Collin	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122
Round Rock	Williamson	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102
San Antonio	Bexar	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124
South Padre Island	Cameron	\$96	\$96	\$96	\$96	\$96	\$105	\$105	\$105	\$105	\$105	\$96	\$96
Standard Rate	Applies for all locations without specified rates	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96
Waco	McLennan	\$107	\$107	\$107	\$107	\$107	\$123	\$123	\$107	\$107	\$107	\$107	\$107



FY 2022 Per Diem Rates for Texas

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Arlington / Fort Worth / Grapevine	Tarrant County / City of Grapevine	\$64	\$14	\$16	\$29	\$5	\$48.00
Austin	Travis	\$64	\$14	\$16	\$29	\$5	\$48.00
Big Spring	Howard	\$64	\$14	\$16	\$29	\$5	\$48.00
Corpus Christi	Nueces	\$64	\$14	\$16	\$29	\$5	\$48.00
Dallas	Dallas	\$69	\$16	\$17	\$31	\$5	\$51.75
El Paso	El Paso	\$64	\$14	\$16	\$29	\$5	\$48.00
Galveston	Galveston	\$64	\$14	\$16	\$29	\$5	\$48.00
Houston	Montgomery / Fort Bend / Harris	\$69	\$16	\$17	\$31	\$5	\$51.75
Midland / Odessa	Midland / Andrews / Ector / Martin	\$64	\$14	\$16	\$29	\$5	\$48.00
Pecos	Reeves	\$59	\$13	\$15	\$26	\$5	\$44.25
Plano	Collin	\$64	\$14	\$16	\$29	\$5	\$48.00
Round Rock	Williamson	\$64	\$14	\$16	\$29	\$5	\$48.00
San Antonio	Bexar	\$64	\$14	\$16	\$29	\$5	\$48.00
South Padre Island	Cameron	\$59	\$13	\$15	\$26	\$5	\$44.25
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25
Waco	McLennan	\$64	\$14	\$16	\$29	\$5	\$48.00

**2-F CONSIDERATION AND APPROVAL OF AN AGREEMENT BETWEEN
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
HANSON PROFESSIONAL SERVICES, INC.**

**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

AGREEMENT FOR

**GENERAL CONSULTING
CIVIL ENGINEERING SERVICES**

HANSON PROFESSIONAL SERVICES, INC

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Appendix A Scope of Consultant Services

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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 20th day of January 2022, by and between the **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY** (“CCRMA”), 3461 Carmen Avenue, Rancho Viejo, Texas 78575, hereinafter referred to as the “Authority”, and **HANSON PROFESSIONAL SERVICES, INC**, 789 East Washington Street, Brownsville, TX 78520, hereinafter referred to as the “GEC”.

W I T N E S S E T H:

WHEREAS, pursuant to a qualifications-based selections process consistent with 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, Hanson Professional Services, 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 complete coordination with, the Authority's staff with respect to all projects which now or in the future are studied, constructed or operated by the Authority (the "Projects"), provided that nothing herein shall alter the GEC's status as an independent contractor as fully set forth in Section 19 below. To that end, the GEC shall represent, advance, and further the interests of the Authority throughout all aspects and phases of the Authority's activities and shall, when and as requested by the Authority, support the Authority in its dealings with contractors and suppliers, engineers and other consultants, the Authority's general counsel and accountants, financial advisor, traffic and revenue advisors, bond counsel, rating agencies and underwriters, governmental entities and the public, all in accordance with the standards customarily possessed and exercised by a practicing member of the engineering profession enjoying a favorable national reputation and currently practicing under similar circumstances. The GEC, as part of the Services, shall also assist the Authority in the updating and implementing the 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 observation 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, 2020, 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:

US Bank	
ABA Number:	[021052053]
Account Name:	Hanson Professional Services Inc. Operating Account 205 South Fifth Street Springfield, IL 62701
Account Number:	29860677

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 \$100,000 of costs of the type described in this subparagraph (ii) are due and payable for more than sixty (60) 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 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 January 20, 2022, and concluding January 20, 2025, 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. In an effort to resolve any conflicts that arise during the design and construction of a Project or following completion of a Project, the Authority and the GEC agree that all disputes between them arising out of or relating to this Agreement or a Project shall be submitted to nonbinding mediation provided that such mediation occurs within ten (10) business days immediately following the notice and cure period.

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, excluding labor and expenses through the date of GEC's receipt of the Authority's notice to suspend, limit or cancel Services provided that the GEC is not then in default, 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 enjoying a favorable national reputation, and in all events without delays attributable to the GEC which have a reasonable likelihood of adversely affecting the progress of others involved with one or more of the Projects or the progress of the feasibility evaluation, design or construction of any such Project. All persons, whether employees of the GEC or of an approved subconsultant, providing the Services shall be fully licensed to the extent required by their professional discipline associations' codes or otherwise by law. Without limiting the foregoing, all persons in charge of, or responsible for, design, plan preparation, and related engineering work shall be licensed to practice professional engineering in the State of Texas and shall, in the case of the GEC, be approved by the Authority prior to their involvement in work under this Agreement.

b. **REMOVAL OF PERSONNEL.** All persons providing the Services, whether employees of the GEC or of an approved subconsultant, shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any such person who, in the opinion of the Authority, is incompetent or by

his/her conduct becomes detrimental to the provision of the Services shall, upon request of the Authority, immediately be removed from the 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, as determined by the CCRMA in its reasonable

discretion, 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.

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 Wilfredo Rivera, Jr., Hanson Professional Services, Inc., 789 East Jefferson Street, Brownsville, TX 78520 or at such other place or places as the GEC may designate by written notice delivered to the Authority.

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

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

Within twenty-four (24) hours after occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (including an employee or subconsultant or employee of a subconsultant of the GEC) which results from or involves any action or failure to act of the GEC or any employee, subconsultant,

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

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**

Hanson Professional Services, Inc.

By: _____
Name: Frank Parker, Jr.
Title: Chairman
Date: January 20, 2022

By: _____
Name: Dennis Hollahan
Title: General Counsel
Date: _____

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 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 observation services

GEC Services may include management of construction projects including observation 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

**HANSON PROFESSIONAL SERVICES INC.
RATE SCHEDULE**

<u>Classification</u>	<u>Raw Base Hourly Rate (\$/HR)</u>	<u>Loaded Rate (\$/HR)</u>
Engineer/Scientist I	\$37.67	\$ 110.00
Engineer/Scientist II	\$38.36	\$ 112.00
Engineer/Scientist III	\$41.10	\$ 120.00
Engineer/Scientist IV	\$45.89	\$ 134.00
Engineer/Scientist V	\$53.42	\$ 156.00
Engineer/Scientist VI	\$62.33	\$ 182.00
Engineer/Scientist VII	\$73.97	\$ 216.00
Engineer/Scientist VIII	\$87.67	\$ 256.00
Principal	\$105.82	\$ 309.00
Aide	\$23.97	\$ 70.00
Technician I	\$25.00	\$ 73.00
Technician II	\$26.71	\$ 78.00
Technician III	\$28.77	\$ 84.00
Technician IV	\$32.19	\$ 94.00
Technician V	\$36.30	\$ 106.00
Technician VI	\$41.10	\$ 120.00
Technician VII	\$46.23	\$ 135.00
Manager/Designer	\$51.37	\$ 150.00
Administrative I	\$23.29	\$ 68.00
Administrative II	\$23.97	\$ 70.00
Administrative III	\$25.68	\$ 75.00
Administrative IV	\$30.14	\$ 88.00
Administrative V	\$35.96	\$ 105.00
Administrative VI	\$46.23	\$ 135.00
Administrative VII	\$57.88	\$ 169.00

Office Overhead Rate (TXDOT Approved June 28, 2021)
Profit Rate

160.64%
12.00%

Multiplier

2.92

**HANSON PROFESSIONAL SERVICES INC.
EXPENSES**

- Charges for special services, expert testimony, etc., will be negotiated.
- The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.
- Charges for outside consultants and contractors will be at invoice cost plus 10 percent.
- All direct job expenses and materials other than normal office supplies will be charged at cost plus 10 percent.
- Mileage charges for automobile = 56 cents per mile. Mileage charges for mobile lab or truck = 75 cents per mile.
- Charges for vehicles that will remain assigned to a specific job will be \$70.00 per day or \$825.00 per month for automobiles, and \$80.00 per day or \$1,200.00 per month for mobile labs or trucks, plus the cost of fuel in lieu of mileage charges.
- Services will be billed monthly and at the completion of the project. There will be an additional charge of 1 1/2 percent per month compounded monthly on amounts outstanding more than 30 days.
- Rates are subject to change and will be superseded by a new rate schedule on or about January 1 of each year during the duration of the services agreement.

**APPENDIX B - HANSON RATE SCHEDULE
MATERIALS AND OTHER DIRECT EXPENSES**

Description	Unit	Fixed / Max	ODE
Lodging/Hotel (Taxes/fees not included)	day/person	M	Federal per Diem Rate
Lodging/Hotel Taxes and Fees	day/person	M	Federal per Diem Rate
Meals (Excluding alcohol & tips) (Overnight stay required) (taxes included)	day/person	M	Federal per Diem Rate
Mileage	mile	F	Current Federal Rate
Rental Car Fuel	day	M	At Cost
Rental Car (Includes taxes and fees)	day	M	\$ 65.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	M	\$ 600.00
Air Travel - In State - 2+ Weeks Notice (Coach)	Rd Tri _R /person	M	\$ 500.00
Air Travel - Out of State - 2+ Weeks Notice (Coach)	Rd Trip/person	M	\$ 600.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person	M	\$ 750.00
Taxi/Cab fare	each/person	M	\$ 30.00
Parking	day	M	\$ 20.00
Standard Postage	letter	F	Current Postal Rate
Certified Letter Return Receipt	each	F	Current Postal Rate
Overnight Mail - letter size	each	M	Current Postal Rate
Overnight Mail - oversized box	each	M	Current Postal Rate
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	\$ 0.25
Photocopies B/W (8 1/2" x 11")	each	F	\$ 0.15
Photocopies Color (11 " x 17")	each	F	\$ 1.50
Photocopies Color (8 1/2" x 11")	each	M	\$ 1.00
Plots (B/W on Bond)	per sf	M	\$ 0.60
Plots (Color on Bond)	per sf	F	\$ 1.50
Plots (Color on Photographic Paper)	per sf	F	\$ 5.00



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
 200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

DIRECT LABOR CLASSIFICATION - HOURLY RATES

ROLE	Raw Base Rate (\$/HR)	Loaded Rate (\$/HR)
PRINCIPAL	\$72.46	\$200
SENIOR PROJECT MANAGER (PE)	\$63.41	\$175
REGISTERED PROFESSIONAL LAND SURVEYOR (RPLS)	\$54.35	\$150
PROFESSIONAL/PROJECT ENGINEER (PE)	\$63.41	\$175
DESIGN ENGINEER/EIT/SIT	\$38.04	\$105
CONSTRUCTION MANAGER	\$52.54	\$145
CONSTRUCTION INSPECTOR SR	\$38.04	\$105
CONSTRUCTION INSPECTOR JR	\$30.80	\$85
CAD MANAGER/TECH III	\$27.17	\$75
CAD TECH II	\$23.55	\$65
CAD TECH I	\$19.93	\$55
GPS SURVEY CREW	\$54.35	\$150
2-MAN SURVEY CREW	\$47.10	\$130
CLERICAL	\$19.93	\$55
Office Overhead Rate (FAR, TXDOT Approved) or Other Approved Rate		146.34%
Profit Rate:		12.00%
Multiplier		2.76

APPENDIX C
KEY PERSONNEL

HANSON PROFESSIONAL SERVICES INC.
KEY PERSONNEL

Wilfredo Rivera, PE	Engineer/Scientist VIII
Paolina Vega, PE	Engineer/Scientist VI
Marcos Ybarra, PE	Engineer/Scientist VI
David McDonald, PhD, PE, PTOE	Engineer/Scientist VIII
Richard Riggins, PE, RPLS	Engineer/Scientist IV
Colton Phillipp, PE	Engineer/Scientist VI
Sarah DeBerry, EIT	Engineer/Scientist III
Iris Cantu	Engineer/Scientist IV
Jeff Bushur	Engineer/Scientist VIII
Terry Smith, PG	Engineer/Scientist VIII
Nate Badgett	Engineer/Scientist V
Victor Murillo, PE	Engineer/Scientist IV
Edward Saenz, PE	Engineer/Scientist IV
Tony Comerio, PE	Engineer/Scientist VIII
Todd Artz, PE, PTOE	Engineer/Scientist VI
Nada Naffakh, EIT	Engineer/Scientist III
Elizabeth Safranski	Engineer/Scientist IV
Howard Gotschall, PE	Engineer/Scientist VII
Ruben Peralez, PE	Engineer/Scientist IV
Kipkoech Chepkoit, PhD, PE	Engineer/Scientist VIII
Mike Pochop, PE	Engineer/Scientist VIII
Greg Nicholson, PE	Engineer/Scientist VII
Steve Gaudette, PE	Engineer/Scientist VI
Anna Aldridge, PE	Engineer/Scientist VII
Marcos Luna	Technician V
Kurt Bialobreski, PE, PTOE	Engineer/Scientist VII
Mark Heaton, PE	Engineer/Scientist VII
Adam Perschbacher	Administrative VI

SAMES, INC (SUBCONSULTANT)
KEY PERSONNEL

Oscar Hernandez, RPLS	Registered Professional Land Survey
Inocencio Quinones, QCM	Construction Manager
Even E. Gonzalez, QCM	Construction Inspector SR
Ricardo Leal, EIT	Construction Inspector JR

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 _____, 2022 (the “Agreement”), between the Cameron County Regional Mobility Authority (“Authority”) and Hanson Professional Services, 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.

Authority: Cameron County Regional
Mobility Authority

GEC: Hanson Professional Services, Inc.

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

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

APPENDIX E

RFQ AND RFP RESPONSE

The RFQ and RFP Response are on file with the Authority and are incorporated by reference as if fully set forth herein.

**2-G CONSIDERATION AND APPROVAL OF AN AGREEMENT BETWEEN
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
GDJ ENGINEERING, LLC.**

**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

AGREEMENT FOR

**GENERAL CONSULTING
CIVIL ENGINEERING SERVICES**

GDJ ENGINEERING, LLC

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Appendix A Scope of Consultant Services

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

THIS AGREEMENT, made as of this 20th day of January, 2022, by and between the **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY** (“CCRMA”), 3461 Carmen Avenue, Rancho Viejo, Texas 78575, hereinafter referred to as the “Authority”, and GDJ ENGINEERING, LLC, 2805 Fountain Plaza Blvd, Ste. A, Edinburg, TX 78539, hereinafter referred to as the “GEC”.

W I T N E S S E T H:

WHEREAS, pursuant to a qualifications-based selections process consistent with 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, GDJ Engineering, LLC 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 complete coordination with, the Authority's staff with respect to all projects which now or in the future are studied, constructed or operated by the Authority (the "Projects"), provided that nothing herein shall alter the GEC's status as an independent contractor as fully set forth in Section 19 below. To that end, the GEC shall represent, advance, and further the interests of the Authority throughout all aspects and phases of the Authority's activities and shall, when and as requested by the Authority, support the Authority in its dealings with contractors and suppliers, engineers and other consultants, the Authority's general counsel and accountants, financial advisor, traffic and revenue advisors, bond counsel, rating agencies and underwriters, governmental entities and the public, all in accordance with the standards customarily possessed and exercised by a practicing member of the engineering profession enjoying a favorable national reputation and currently practicing under similar circumstances. The GEC, as part of the Services, shall also assist the Authority in the updating and implementing the 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, 2020, 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:

Texas Regional Bank	
ABA Number:	114917335
Account Name:	LDG Enterprises, LLC DBA GDJ Engineering 2805 Fountain Plaza Blvd., Suite A Edinburg, Texas 78539
Account Number:	1532266

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 _____ subject to the provisions herein. Each monthly invoice shall include a summary of the DBE participation achieved and the the percentage of Services performed by local firms. The DBE perecentage goal shall be provided in each applicable Work Authorization, and each applicable Work Authorization may have a different perecentage for the DBE 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 January 20, 2022, and concluding January 20, 2025, 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 enjoying a favorable national reputation, and in all events without delays attributable to the GEC which have a reasonable likelihood of adversely affecting the progress of others involved with one or more of the Projects or the progress of the feasibility evaluation, design or construction of any such Project. All persons, whether employees of the GEC or of an approved subconsultant, providing the Services shall be fully licensed to the extent required by their professional discipline associations' codes or otherwise by law. Without limiting the foregoing, all persons in charge of, or responsible for, design, plan preparation, and related engineering work shall be licensed to practice professional engineering in the State of Texas and shall, in the case of the GEC, be approved by the Authority prior to their involvement in work under this Agreement.

b. **REMOVAL OF PERSONNEL.** All persons providing the Services, whether employees of the GEC or of an approved subconsultant, shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any such person who, in the opinion of the Authority, is incompetent or by his/her conduct becomes detrimental to the provision of the Services shall, upon request of the Authority, immediately be removed from the 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.

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 Robert Macheska, GDJ Engineering, LLC, 2805 Fountain Plaza Blvd., Ste. A, Edinburg, TX 78539 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. 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, for all disputes.

27. **TIME OF ESSENCE.**

The GEC acknowledges the importance to the Authority of the project schedule and will perform its obligations under this Agreement with all due and reasonable care and in compliance with that schedule. 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.

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**

GDJ Engineering, LLC

By: _____

Name: Frank Parker, Jr.

Title: Chairman

Date: January 20, 2022

By: _____

Name: Robert Macheska

Title: Executive VP/COO

Date: _____

APPENDIX A
SCOPE OF CONSULTANT SERVICES

APPENDIX “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION

The services designated herein as “Services provided by the ENGINEER” shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: CCRMA

CONTROL: _____

PROJECT/DESCRIPTION: General Engineering Consultant

LENGTH: N/A

HIGHWAY: Various

LIMITS: Various

PROJECT CLASSIFICATION

(Place an “X” in only one Project Classification)

- ☐ Surface Treatment
- ☐ Overlay
- ☐ Rehabilitation Existing Road (Scarify & Reshape)
- ☐ Convert Non-Freeway to Freeway
- ☐ Widen Freeway
- ☐ Widen Non-Freeway
- ☐ New Location Toll Freeway
- ☐ New Location Non-Freeway
- ☐ Interchange (New or Reconstruct)
- ☐ Bridge Widening or Rehabilitation
- ☐ Bridge Replacement
- ☐ Upgrade to Standards - Freeway
- ☐ Upgrade to Standards - Non-Freeway
- ☐ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean GDJ Engineering.

LPA shall mean CCRMA.

APPENDIX “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PRELIMINARY PROJECT DEVELOPMENT
(Function Code 102)

ADVANCED PLANNING MPO COORDINATION:

The ENGINEER will perform any needed preliminary/ongoing project planning which will include:

1. Meetings, Coordination & Support for Project Development
 - a. The Engineer will coordinate with the LPAs representatives at the MPO Technical Advisory Committee (TAC) and Policy Committee and serve in an advisory position to assist the LPA in obtaining funding for projects. The Engineer shall serve as representative for the LPA in coordination items. The Engineer shall coordinate with the LPA’s staff on all Project related items.
 2. Evaluate the LPAs Projects on Regional Planning Documents.
 - a. The Engineer will work with the LPA and the MPO to evaluate the status of the LPAs projects in the regional planning documents.
 - b. The Engineer will review the local Transportation Improvement Program (TIP) to ensure there are no delays to the letting of projects in an advanced state of project development. This includes coordination with project engineers to ensure estimates and schedules are accurate.
 - c. The Engineer will review the Unified Transportation Program (UTP) to ensure the LPAs Projects are properly listed on the TxDOT UTP to ensure there are no delays to project development.
 - d. The Engineer will review the Metropolitan Transportation Plan (MTP) to ensure the LPAs long range goals are properly listed on the MTP to advance opportunities for additional funding.
 - e. The Engineer will review and assess potential opportunities to advance the construction of the LPAs projects.
 - f. The Engineer will coordinate with the LPA to develop project mitigation plans in the event that there is a decrease in available funding for projects.
 3. Capital Improvements Program (CIP) Development
 - a. The Engineer will assist the LPA with the Development of the CIP as it relates to available opportunities to leverage funding from the MPO.
 4. Audit and Periodically Update Regional Planning Documents
 - a. The Engineer will review the local Transportation Improvement Program (TIP) to ensure there are no delays to the letting of projects in an advanced state of project development. This includes coordination with project engineers to ensure estimates and schedules are accurate.
 - b. The Engineer will review the Unified Transportation Program (UTP) to ensure the LPAs Projects are properly listed on the TxDOT UTP to ensure there are no delays to project development.
-

APPENDIX “A”

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- c. The Engineer will review the Metropolitan Transportation Plan (MTP) to ensure the LPAs long range goals are properly listed on the MTP to advance opportunities for additional funding.
 - d. The Engineer will review and assess potential opportunities to advance the construction of the LPAs projects.
 - e. The Engineer will coordinate with the LPA to develop project mitigation plans if there is a decrease in regional funding for projects.
5. Prepare Exhibits / Preliminary Estimates
 - a. The Engineer will assist the LPA with the preparation of preliminary project exhibits, maps, typical sections to allow for the development of preliminary project cost estimates for planning purposes.
6. Draft Correspondence
 - a. The Engineer will assist the LPA with the preparation of draft correspondence to be used to advance the development of the LPAs priority projects.
7. Develop Project Agreements
 - a. The Engineer will assist the LPA with the development of Interlocal Agreements and project agreements with TxDOT, for example Advanced Funding Agreements (AFA), to ensure the LPAs projects can be reviewed by TxDOT.
8. State and Federal Grants
 - a. The Engineer will monitor opportunities for additional funding for the LPAs projects including non-conventional State and Federal funding that may become available.

PRELIMINARY PROJECT DEVELOPMENT:

The ENGINEER will perform any needed preliminary project development which will include:

1. Establish Preliminary Design Values
 - a. The Engineer will work with the LPA to establish basic design concepts, project controls and a general scope for the Project.
 2. Prepare/Evaluate Preliminary Route Locations on Uncontrolled Mapping*
 - a. The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.
 3. Uncontrolled Mapping (w/Contours & GIS Data)
 - a. The Engineer will investigate the existing routes and coordinate with the LPA on establishing the best-fit alignments and mapping proposed geometry for Projects. A Preliminary Location Exhibit will be developed.
 4. Prepare Preliminary Hydrologic Map
 - a. The Engineer will develop a Hydrologic Map for the Projects. The Hydrologic Maps will be based on LIDAR and GIS information.
 5. Investigate Preliminary ROW Requirements
 - a. The Engineer will research and identify affected property owners on the Projects alignment and proposed ROW utilizing the latest appraisal district file information from the Hidalgo County Appraisal District and subdivision plat information from Carson Maps.
-

APPENDIX “A”

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

6. Prepare Preliminary Cost Estimates
 - a. The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.
7. Preliminary Environmental Analysis (for Fatal Flaws)
 - a. The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.
8. Prepare a Project Fact Sheet for All Anticipated Costs
 - a. The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in the scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.
9. Meetings, Coordination & Support for Project Development
 - a. The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1, any Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the LPA in coordination items. The Engineer shall coordinate with the LPA’s staff on all Project related items.

* A Phase I or better survey for hazardous materials should be included as a determining factor of route selection. Projects which do not require additional ROW should be considered separately from an expansion or new location.

TRANSPORTATION PROGRAMMING SERVICES

The ENGINEER 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.

PROJECT FUNDING SUPPORT & COMPLIANCE

The ENGINEER 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. The ENGINEER must have knowledge of Federal and State funding sources as well as MPO & TxDOT programming categories in order that the LPA 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 “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ROUTE AND DESIGN STUDIES
(Function Code 110)

ROUTE AND DESIGN STUDIES:

The ENGINEER will perform any of the following tasks needed for the route and design studies:

1. Analyze Level of Service for Proposed Improvements
 2. Provide Traffic Evaluations and Projections
 3. Develop Roadway Design Criteria
 4. Prepare the Design Schematic
 - a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
 - b. Schematic Layout
 - i. Identify the location of interchanges, main lanes, grade separations, frontage roads and ramps, if applicable.
 - ii. Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations, if applicable. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including “K” values, shall also be shown for ease of checking.
 - iii. For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
 - iv. Provide a complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
 - v. Identify the tentative ROW limits
 1. Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
 2. Provide a graphics file containing the approved schematic.
 - vi. Provide the geometric configuration (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of the proposed highway main lanes, ramps, frontage roads, and cross roads.
 - vii. Identify the current and projected traffic volumes as provided by TxDOT (if On-System roadway) or by ENGINEER (if Off-System roadway) based on a 20 year traffic projection.
 - viii. Label the control of access lines if Interstate or designated under House Bill 179.
 - ix. Label the direction of traffic flow on all roadways.
 - x. Identify the location and width of any proposed median openings for highways without access control.
 - xi. Identify the geometrics of any speed change lanes (acceleration, deceleration, climbing, etc...).
 5. Coordinate and Attend a Project Design Concept Conference
 6. General Guidelines for Project Development
 - a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway
-

APPENDIX “A”

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the LPA has given the engineer written approval of the preliminary schematic layout.**
- b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
 - c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above and in the schematic checklist provided by the STATE.
 - d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.
 - e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
 - f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
 - g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
 - h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
7. Traffic Analysis and Projections
- a. If the project is Off-System, the ENGINEER will provide all traffic analysis and projection data for the project as previously provided by TxDOT's Transportation Planning and Programming Division. The analysis will follow the STATE's SOP and the data will be approved by the STATE.
8. Final Hydrologic Map & Report
- a. The ENGINEER will provide a final hydrologic map to be submitted with the Schematic. This map will be considered part of the Schematic submittal.
 - b. A H&H report will be submitted along with the Hydrologic Map. The report will follow the guidelines set forth in TxDOT's Hydraulic Design Manual.
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APPENDIX “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

1. Environmental Reports (All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
 - a. An Environmental Document shall be prepared anticipating one of the following levels of clearance:
 - i. A Categorical Exclusion
 - ii. A Finding of No Significant Impact
 - b. If it is determined that an Environmental Assessment is not sufficient, an Environmental Impact Statement shall be prepared under a supplemental agreement.
 - i. A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
 - ii. A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
2. Public Involvement (All Public Involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.101-2.110, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
 - a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
 - b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the LPA, shall be provided.
3. Cultural Resources (Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the LPA.)
 - a. Historic Structure Studies
 - i. A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state’s historic structure requirements.
 - b. Archeological Studies
 - i. Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
 - ii. Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
 - iii. Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

APPENDIX “A”

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

4. Technical Reports

Technical reports will be scoped with TxDOT’s Work Plan Development Tool (WPD) and prepared in accordance with the TxDOT Environmental Toolkit.

- a. Traffic Noise Analysis
 - i. A traffic noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE’S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be provided as a Technical Report and results included in the administratively complete document.
- b. Air Quality Analysis
 - i. An air quality analysis shall be prepared in accordance with the STATE’S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be provided as a Technical Report and results included in the administratively complete document for the project.
- c. Hazardous Materials
 - i. The ENGINEER shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
- d. Biological Assessment
 - i. A Species Analysis and Site Assessment will be completed in accordance with the STATE’S guidelines. The assessment shall be provided as a Technical Report and results included in the administratively complete document for the project.
- e. Water Resources
 - i. A Surface Water Analysis will be completed in accordance with the STATE’S guidelines. The analysis shall be provided as a Technical Report and results included in the administratively complete document for the project.
- f. Community Impact Analysis
 - i. A Community Impact Assessment will be completed in accordance with the STATE’S guidelines. The analysis shall be provided as a Technical Report and results included in the administratively complete document for the project.

5. General Guidelines for Preparation of Environmental Documents

- a. All technical reports will be submitted electronically to TxDOT.
 - b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT.
 - c. The draft administratively complete document will be submitted to TxDOT electronically.
 - d. The administratively complete document will be prepared in accordance with the content and format of TxDOT Administrative Code 43 TAC §2.48 and the TxDOT Environmental Toolkit.
 - e. The administratively complete document will be submitted to TxDOT electronically.
 - f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client.
 - g. Exhibits in the environmental document shall be color copies and text shall be black and white.
-

APPENDIX “A” SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

RIGHT-OF-WAY DATA

(Function Code 130)

NOTE: No work involving right-of-way (ROW) data is to be performed until the LPA has given the ENGINEER written approval of the final location of the proposed ROW lines.

The ENGINEER shall perform the following Right-Of-Way Data duties:

1. Provide Ownership Data in a .dgn file
 - a. For the entire project limits
 - b. Compensable utility ownership that has property rights on ROW shall be researched and provided.
 - c. For each drainage outfall property
 - d. For each irrigation structure pipe
 2. Parcel Plats & ROW Map
 - a. A ROW map, parcel plats and field notes shall be prepared and furnished.
 - b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
 - c. ROW map must depict all improvements affecting ROW.
 3. Utilities (Compensable)
 - a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility.
 4. Field Notes
 - a. Field notes and plats shall be provided, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map.
 - b. Computation sheets for survey closure and area of each parcel shall be provided.
 - c. Ground surveys and preparation of parcel maps, legal descriptions, and ROW maps
 5. Survey and Stake Right-of-Way
 6. Records as required by the LPA and State
 - a. Records used to establish property ownership
 7. General Guidance for Preparation of Right-of Way Maps
 - a. All data submitted by the surveyor will be legible, organized and well documented.
 - b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.
 - c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor.
 - d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.
 - e. The surveyor will be required to complete the attached “Right-of-Way Map Checklist” and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map checklist must be complete, accurate and also considered to be essential and is a part of this contract.
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APPENDIX "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT SPECIFIC SCOPE OF SERVICES

FC 130 – RIGHT-OF-WAY DATA – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – FIELD SURVEYING FOR PARCEL MAPPING – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

FC 130 – RIGHT-OF-WAY DATA

Right-of-Way Documents - The SURVEYOR will utilize State examples and provide the following:

GENERAL

- a. Abstracting: The SURVEYOR will determine Ownership Data.
- b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the State is to acquire.
- c. All procedures involving right-of-way maps will be in accordance with the STATE'S Right-of-Way Book I and Book II, the State's local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
- d. All required documents will be in English units.
- e. The SURVEYOR will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
- f. The SURVEYOR will provide to the STATE a copy of Instruments of Record.
- g. The SURVEYOR will attach graphics files compatible with the latest version of Micro-Station graphics software.
- h. The SURVEYOR will attach documents or text files compatible with the latest version of Word software.

PARCEL PLATS

- a. A parcel plat will be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR will request and secure for all purposes
 - b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
 - c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
 - d. League lines and survey lines will be shown and identified by name and abstract number.
 - e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
 - f. Monumentation set or found will be shown and described as to material and size.
 - g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
 - h. Intersecting streets will be shown and identified by name and right-of-way width.
 - i. A parent tract inset will be shown for each parent tract.
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APPENDIX "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
- k. Appropriate notes will be included on the title sheet stating the following:
 - a. Month(s) and year abstracting was performed upon which the map is based.
 - b. Month(s) and year field surveys were conducted upon which the map is based.
 - c. Month and year map was completed by the SURVEYOR.
- l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
- m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
- n. The acreage of the part taken should be shown to three decimal places, rounded.

FIELD NOTE DESCRIPTIONS

A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

- a. The field note description will begin with a general description that will include, as a minimum:
 - (1) State, county, and city within which the proposed parcel of land to be acquired is located.
 - (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
 - (3) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.
- b. The field note description will continue with a metes and bounds description that will include, as a minimum:
 - (1) A point of commencing (outside property corner).
 - (2) A point of beginning on proposed R.O.W. line.
 - (3) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
 - (4) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
 - (5) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
 - (6) Note referencing parcel plat.

NOTE:

Surveyor to use the latest STATE approved ROW Map checklist while preparing the ROW Map.

APPENDIX "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

TOPOGRAPHY AND CONSTRUCTION SURVEYS:

The SURVEYOR will perform Topography and Construction Surveying for the project which will include:

1. Primary Project Control: 3 to 5 mile spacing (Precision shall be 1 part in 20,000 or better, unless otherwise directed by the ENGINEER).
 - a. Establish Horizontal Control Points
 - b. Establish Vertical Control Points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

2. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans).
 - a. No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
 - b. The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
 - c. The unadjusted ratio of precision should be one part in 10,000 or better (The ratio of precision is the total length of the traverse divided by the total error.).
 - d. The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
3. Other Field Surveying
 - a. **The limit of the Design surveys shall be 1,500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
 - b. The Surveyor shall provide complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.
 - c. The Surveyor shall locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
 - d. The Surveyor shall field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
 - e. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
 - f. The Surveyor shall also paint the proposed centerline on the existing pavement as approved by the ENGINEER (at 500-ft stations and a tick mark at 100-ft stations, 12 inches long with approved paint by ENGINEER) before construction for the purpose of utility adjustments and project location.
 - g. Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

APPENDIX “A”

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- h. Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.
 - i. Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
 - j. Tie to existing underground and overhead utilities (location, elevation and direction)
 - i. Horizontally - The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.
 - ii. Vertically - The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
 - k. Additional Field Surveying as shown below:
 - i. Irrigation Lines - The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.
 - ii. Outfalls - The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.
 - l. Driveways and Turnouts
 - i. Inventory commercial entrances, public roads and side streets separately.
 - ii. Obtain centerline station (Width at ROW, Pavement and existing radius).
 - iii. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
 - iv. Obtain width at ROW line
 - v. Obtain elevations at both edges of the driveway or turnout in line with any side drain.
 - m. ROW Staking (Existing and proposed @ 1,000 ft stations, PC's, PT's and Angle points as per ROW Map)
 - n. Soil core hole staking
 - o. Determine changes in topography from voids and outdated maps due to development, erosion, etc.
 - p. Profile existing drainage facilities, if applicable
 - q. Measure hydraulic openings under existing bridges, if applicable
 - r. Obtain elevations of manholes and valves of utilities, if applicable
 - s. Provide temporary signs, traffic control, flags, safety equipment, etc.
 - t. Provide ties to existing bridges or culverts that may conflict with new construction
 - u. If there is a Bridge widening, provide top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
 - v. Inventory signs, mailboxes and driveways
 - w. Survey controlled data sheets as per STATE guidelines
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APPENDIX “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR’s invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT’s/LPA’s specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR’s Project Manager (RPLS) shall be accessible at all times and working from the local office.

APPENDIX “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ROADWAY DESIGN CONTROLS
(Function Code 160)

ROADWAY DESIGN:

The ENGINEER will perform roadway design services for the needed construction repairs along the project limits. The services will include:

1. Geometric Design
 - a. Horizontal and Vertical Alignment
 - b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the LPA.
 - c. Handling of traffic during construction shall be a consideration in the development of preliminary designs.
2. Exhibits for Airway/Highway clearance permits (if within airport vicinity)
3. Grading Design
 - a. Refine the horizontal alignment including the following items
 - i. Typical Sections
 - ii. Design Cross Sections
 - iii. Determine Cut and Fill Quantities
 - iv. Slope Stability Analysis, if applicable
 - v. Embankment Foundation Stability Analysis, if applicable
 - vi. Embankment Settlement Analysis, if applicable
4. Pavement Design
 - a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, “Appendix F” of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
 - b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
 - c. Embankment and Subgrade
 - i. Provide Soil Core Holes (location and number to be agreed upon with Owner)
 1. Along center line of each roadway
 - ii. Identify , interpret and summarize the geological features that affect engineering design (PI, sulfate content & % of lime)
 - d. Traffic Data for Pavement Design
 - e. Basic Design Criteria
 - f. Life Cycle Cost Analysis(es)
 - g. Cost Data
 - h. Pavement Material Properties
 - i. Rehabilitation Investigations
 - i. Soil Core Holes to determine type and depth of existing material, pavement, etc. The ENGINEER, in coordination with LPA, will determine whether to salvage the existing ACP and Flexbase.

APPENDIX “A”

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

DRAINAGE

(Function Code 161)

DRAINAGE DESIGN:

The ENGINEER will perform drainage design services for the needed construction repairs along the project limits. All hydraulic design shall be in accordance with TxDOT’s Hydraulic Manual, except where variances are permitted in writing by the LPA. The services will include:

1. Hydrologic & Hydraulic Studies, Discharges
 - a. Hydrologic Map showing drainage areas, contours and drainage Q’s.
 - b. Drainage area maps showing existing conditions and proposed improvements.
 - c. Hydrologic data/discharge determination
 2. Hydraulic Drainage Study & Documentation
 - a. Hydraulic Computations, if applicable
 - i. Storm water detention available within the ROW (linear ft. along side drain ditch).
 - ii. Storm water detention available outside the ROW (as per local Drainage District)
 - iii. Culverts
 - iv. Bridge Waterways
 - v. Channels
 - vi. Storm sewers/inlets
 - vii. Pump Stations
 - viii. Storm Water Management Facilities
 - ix. Irrigation Canals/Siphons
 - b. Hydraulic Reports
 - c. Federal Emergency Management Agency (FEMA) floodway requirements
 - d. Determine impact of proposed drainage plan on Drainage District or Irrigation District receiving streams
 3. Layout, Structural Design and Detailing of Drainage Features
 - a. Culverts
 - i. New Culverts
 - ii. Culvert widening and/or lengthening
 - iii. Culvert replacements
 - b. Storm Sewers
 - i. New storm sewers
 - ii. Modify existing storm sewers
 - iii. Inlets
 - iv. Manholes
 - v. Trunk lines
 - c. Pump Stations
 - d. Subsurface drainage at retaining walls
 - e. Outfall channel(s) within the ROW
 - f. Outfall channel(s) outside the ROW
 - g. Detention Pond(s) within the ROW
 - h. Detention Pond(s) outside the ROW
 - i. Summary of Quantities
 4. Storm Water Pollution Prevention Plan (SW3P)
 5. Scour Evaluation – Waterway structures only (to be completed under FC 170)
-

APPENDIX “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

PAVEMENT MARKINGS:

The ENGINEER will provide pavement marking layouts for the needed construction repairs along the project limits. The services will include:

1. Signing and Markings Layout
 - a. Roadway layout
 - b. Center line with station numbering
 - c. ROW lines
 - d. Culverts and other structures that present a hazard to traffic
 - e. Location of utilities, if not shown on plan and profile
 - f. Existing signs to remain, to be removed, to be relocated
 - g. Proposed signs (illustrated and numbered)
 - h. Existing overhead sign bridges to remain, to be revised, removed or relocated
 - i. Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
 - j. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
 - k. Quantities of existing pavement markings to be removed
 - l. Proposed delineators and object markers
 2. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
 - a. The location of interchanges, main lanes, grade separations, frontage roads and ramps
 - b. Complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
 - c. The number of lanes in each section of proposed highway and the location of changes in number of lanes
 - d. The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer)
 - e. Tentative ROW limits
 - f. Direction of traffic flow on all roadways
 - g. Main lane, ramp, frontage road and necessary cross road profiles at proposed interchanges or grade separations
 3. Summary of Small Sign Tabulation
 4. Summary of Large Sign Tabulation including all Guide Signs (if applicable)
 5. Sign Detail Sheets
 - a. All signs except for route markers
 - b. Design details for large guide signs
 - c. Dimensions of letters, shields, borders, corner radii, etc.
 - d. Designation of shields attached to guide signs
 - e. Designation of arrow used on exit direction signs
-

APPENDIX “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- 6. Traffic Signals (if applicable)
 - a. Development of Justification (Warrant) Data
 - i. Location Map
 - ii. Photographs as appropriate
 - iii. Accident data as appropriate
 - iv. Vehicle volumes (existing, estimated, projected, and pedestrian)
 - v. Traffic Survey – Count Analysis
 - vi. Recommendation based on the collected data
 - b. Layout
 - i. Title Sheet (when applicable)
 - 1. Describe the location
 - 2. Type of installation
 - 3. Area map with project limits for each location
 - 4. Index of sheets
 - 5. Space for official signatures
 - ii. Estimate and quantity sheet (when applicable)
 - 1. List of all bid items
 - 2. Bid item quantities
 - 3. Specification item number
 - 4. Paid item description and unit of measure
 - iii. Basis of estimate sheet
 - iv. General notes and specification data sheet
 - v. Condition Diagram
 - 1. Highway and intersection design features
 - 2. Roadside development
 - 3. Traffic control including illumination
 - vi. Plan Sheets(s)
 - 1. Existing traffic control that will remain (signs and markings)
 - 2. Existing utilities
 - 3. Proposed highway improvements
 - 4. Proposed installation
 - 5. Proposed additional traffic controls
 - 6. When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks
 - 7. Proposed illumination attached to signal poles
 - vii. Notes for plan layout
 - viii. Elevation sheet(s) (span wire design)
 - ix. Phase sequence diagram(s)
 - 1. Signal locations
 - 2. Signal indications
 - 3. Phase Diagram
 - 4. Signal sequence table
 - 5. Flashing operation
 - 6. Preemption operation
 - 7. Interval timing, cycle length and offset
 - x. Construction Detail Sheets
 - 1. Poles, Detectors, Pull box and conduit layout & Controller Foundation
 - xi. Marking Details (when applicable)
 - xii. Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
 - xiii. Aerial or underground interconnect details (when applicable)
-

APPENDIX “A”

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- c. General Requirements
 - i. Contact the local utility company
 - 1. Confirm Power Source
 - 2. Discuss route of aerial or underground interconnect cable
 - 3. Adjustment of overhead utility lines
 - ii. Prepare governing specifications, special provisions list and estimate
- d. Summary of Quantities

MISCELLANEOUS ROADWAY

(Function Code 163)

TRAFFIC CONTROL PLAN, DETOURS AND SEQUENCE OF CONSTRUCTION:

The ENGINEER will provide a Traffic Control Plan (TCP) for the needed construction repairs along the project limits. TCP's are required for all projects; therefore a detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) standards. The following items are required on all TCP Layouts:

1. The Sequence of Construction and method of handling traffic during each phase
2. Roadway layout
3. Center line with station numbering
4. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc...
5. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
6. Where detours are provided, typical cross sections shall be shown.
7. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

COMPUTE AND TABULATE QUANTITIES:

The ENGINEER will provide a summary of quantities sheet in the plans identifying all estimated project quantities.

PROJECT ESTIMATE:

The ENGINEER will provide a project estimate summarizing all estimated construction costs.

SPECIFICATIONS AND GENERAL NOTES:

The ENGINEER will provide all relevant project specification and general notes to the project construction activities.

PROJECT MANAGEMENT

(Function Code 164)

MEETINGS, COORDINATION & SUPPORT FOR PROJECT MANAGEMENT:

The ENGINEER shall meet and coordinate with all relevant entities (i.e. County, Regional Mobility Authority, Texas Department of Transportation, Rio Grande Valley Metropolitan Planning Organization, etc...) and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.

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BRIDGE DESIGN

(Function Code 170)

BRIDGE DESIGN:

The ENGINEER will provide bridge design and bridge layouts for the needed construction repairs along the project limits. The services may include the following type of bridge structures:

1. Preparation of Structural Details for New Structures

- a. Underpass
- b. Overpass
- c. Main Lane
- d. Direct Connector
- e. Ramp Bridge
- f. Waterway Structure**
- g. Pedestrian Structure
- h. Utility Structure
- i. Railroad Underpass
- j. Railroad Overpass
- k. Bridge Classification Culvert**

Total anticipated new structures shall be reflected on the fee proposal

2. Preparation of Structural Details for Existing Structures

- a. Bridge widening, rehabilitation and/or modification of existing structure
- b. Bridge replacement
- c. Raising bridge elevation
- d. Bridge classification culvert widening and/or modification of existing structure
- e. Railroad overpass
- f. Railroad underpass

Total anticipated existing structures shall be reflected on the fee proposal

* Contour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

3. Preparation of Bridge Layouts (each Bridge)

- a. Bridge Layout (Plan)
 - i. Horizontal curve information or bearing of centerline
 - ii. Including horizontal, vertical, and template information of all roadways or railroads crossed
 - iii. Bearing of center line or reference line
 - iv. Skew angle
 - v. Slope for header banks and approach fills
 - vi. Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
 - vii. Approach pavement and crown width
 - viii. Bridge roadway width and curbs, face of rail, shoulders, or sidewalks
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- ix. Approach slab and curb returns
 - x. Limits and type of riprap
 - xi. Proposed features under structure
 - xii. Location of profile grade line
 - xiii. North arrow
 - xiv. Typical bridge roadway section including preliminary proposed beam types and spacings
 - xv. Cross slope and super elevation data
 - xvi. Minimum horizontal clearances when applicable
 - xvii. Location of soil core holes (station & offset), shown on layout
 - xviii. Bent stations and bearings
 - xix. Retaining wall locations
 - xx. Traffic flow directional arrows
 - xxi. Railing types shown
 - xxii. Joint types and seal size, if used
 - xxiii. Beam line numbers consistent with span details
 - xxiv. Critical horizontal clearances
 - xxv. Bearings of utilities
 - b. Bridge Layouts (Elevation)
 - i. Type of foundation
 - ii. Finished grade elevations at beginning and end of bridge
 - iii. Overall length of structure
 - iv. Length, type of spans and units
 - v. Type of railing
 - vi. Minimum calculated vertical clearance(s)
 - vii. Existing and proposed ground lines clearly marked
 - viii. Grid elevations and stations
 - ix. Bent numbers encircled
 - x. Stationing of bridge compatible with grid stations
 - xi. Standard title
 - xii. Profile grade data
 - xiii. Type of riprap
 - xiv. Soil Core Hole Information with penetrometer test data (shall be shown on the bridge layout at correct station, elevation and scale)
 - xv. Fixed/expansion condition of all bents
 - xvi. Column “H” heights
 - xvii. Number, size and length of foundations
 - c. Additional layout requirements for waterway structures and bridge classification culverts
 - i. Design and 100-year peak discharges
 - ii. Design and 100-year high water (recorded data and date if available)
 - iii. Natural and through-bridge velocities for design and 100-year floods
 - iv. Calculated backwater for design and 100-year floods
 - v. Direction of flow for waterway crossings
 - vi. Contours for water crossing
4. Bridge Classification Culvert, Estimate, Quantities, and Specification (Each Bridge)
5. Foundation Studies (The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10
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SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).)

6. Bridge Total Quantities and Cost Estimates (Each Bridge)
 7. Bridge Special Provisions and Specifications (Each Bridge)
 8. Bearing Seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
 9. General Guidelines for Bridge Design
 - a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the LPA has given the engineer written approval of the preliminary bridge layout.**
 - b. Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:
 - i. TxDOT Design Division, when applicable
 - ii. Railroad companies
 - iii. FHWA
 - iv. USACOE
 - v. US Coast Guard
 - vi. Bureau of Reclamation
 - vii. Texas Parks & Wildlife
 - viii. Others
 - c. Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this.
 - d. All Bridge superstructure and substructure design will be reviewed by the TxDOT Design Division for purposes of verifying structural integrity and optimization of design.
 - e. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.
 - f. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the TxDOT Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
 - g. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
 - h. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
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- i. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by “MOD” in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.
- j. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
- k. APPENDIX C, “GENERAL PLAN CHECKLIST”, on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
- l. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
- m. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

CONSTRUCTION PHASE SERVICES

(Function Code 320)

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the LPA. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

CONSTRUCTION BIDDING:

1. The ENGINEER will furnish the LPA the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.
2. The ENGINEER will assist the LPA on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

CONSTRUCTION CONTRACT ADMINISTRATION AND INSPECTION:

3. In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the LPA and act as the LPA’s representative as provided in the General Condition of the Construction Contract.
 4. The ENGINEER will coordinate and conduct a pre-construction conference (if required).
 5. Defects and Deficiencies. The ENGINEER will use his best efforts to protect the LPA against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the LPA of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.
 6. Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the LPA for the preparation of the monthly and final estimates for payment to the Contractor.
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7. The ENGINEER will provide Project site inspection of the authorized construction contract as follows:
 - a. Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.
 - b. Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

MISCELLANEOUS TECHNICAL ACTIVITIES:

8. Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.
9. Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:
 - a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
 - b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.
10. Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the LPA.
11. As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The LPA will be furnished five (5) set of prints.

CONSTRUCTION MATERIAL TESTING:

The ENGINEER will provide the LPA with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

- a. Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
 - b. Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
 - c. Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
 - d. Field compaction testing of asphalt to ensure proper compaction during lay down operations.
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- e. Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
- f. The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
- g. Any additional laboratory testing as required/requested by the LPA and the project plans and specifications.
- h. Providing accurate and timely reports to the LPA and all/other recipients as designated by the LPA.
- i. The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

PROJECT MAINTENANCE

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

The ENGINEER 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.

ROW ACQUISITION PROVIDER SERVICES

(Function Code 600)

The ENGINEER will perform the following tasks associated with ROW Acquisition Services:

- 1. Project Administration
 - a. Negotiation of Scope of Services for the Work Authorization
 - i. The Acquisition Provider will visit the project site with LPA personnel if necessary.
 - b. Project Presence at ENGINEER’s Office
 - i. ENGINEER will provide a full project office
 - 1. No joint use of LPA or STATE facilities
 - 2. Office will be open during normal LPA and/or STATE work hours
 - 3. Personnel will be available to answer any questions
 - 4. Project files will always be available for review
 - 5. At least one office staff member is required to be a current commissioned notary public.
 - c. Overhead Costs
 - i. Administrative Costs
 - d. Communication
 - i. ENGINEER will provide monthly progress reports with invoice
 - ii. ENGINEER will participate in project review meetings as determined by the LPA
 - iii. ENGINEER will prepare initial property owner contact list for use by the LPA in distribution of Acquisition Provider introduction letters
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- e. File Management
 - i. The project and parcel files will be kept in the LPA’s office, if necessary. Working files will be kept in the Acquisition Provider’s project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the LPA’s office as they are generated or received by the Acquisition Provider, if necessary.
 - ii. The ENGINEER will prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
 - iii. The ENGINEER will maintain records of all payments including check number, amount, date paid, etc.
 - iv. The ENGINEER will provide copies of all incoming and outgoing correspondence as generated if requested by LPA at provider conference.
 - v. The ENGINEER will maintain copies of all correspondence and contact with property owners.
 - 2. Title Services
 - a. Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider’s scope of work for payment and paid as a separate item.
 - b. Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider’s scope of work and paid as a separate item.
 - c. Secure title insurance for all parcels acquired, insuring acceptable title to the LPA. Written approval by the LPA is required for any exception.
 - 3. Appraisal
 - a. Appraiser may be selected from TxDOT’s list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
 - b. Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the LPA/TxDOT. Maintain permission letters with appraisal reports.
 - c. Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable LPA/TxDOT forms.
 - d. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser’s inspection of subject property. Maintain record of contact in file.
 - e. Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/LPA policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
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- f. As necessary, prepare written notification to LPA/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
 - g. All completed appraisals will be administratively reviewed by the ENGINEER’s ROW office and recommended for approval for TxDOT.
 - h. As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by the ENGINEER and/or TxDOT.
 - i. As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
 - j. The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser’s expert witness testimony for trial is not part of this contract, and shall be paid by the LPA.
 - 4. Appraisal Review
 - a. Review Appraisers may be selected from TxDOT’s list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
 - b. Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/LPA policies and procedures and the Uniform Standards of Professional Appraisal Practices.
 - c. Prepare and submit to TxDOT the Form ROW-RTA-10 “Tabulation of Values” for each appraisal.
 - d. The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser’s expert witness testimony for trial is not part of this contract, and shall be paid by the LPA.
 - 5. Appraisal Updates
 - a. Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to LPA/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
 - b. As necessary, prepare written notification to LPA/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by the ENGINEER’s Right of Way Office and recommended for approval to TxDOT.
 - c. As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the TxDOT/LPA.
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- d. The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser’s expert witness testimony for trial is not part of this contract, and shall be paid by the LPA.
 - e. As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
6. Negotiation, Tasks and Fees
- a. Analyze appraisal and appraisal review reports and confirm the TxDOT’s approved value prior to making offer for each parcel.
 - b. Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
 - c. Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by LPA /TxDOT on applicable LPA /TxDOT forms.
 - d. Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
 - e. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).
 - f. Respond to property owner inquiries verbally and in writing within two business days.
 - g. Prepare a separate negotiator contact report for each parcel per contact.
 - h. Maintain parcel files of original documentation related to the purchase of the real property or property interests.
 - i. Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with LPA /TxDOT policy and procedures.
 - j. Prepare final offer letters and documents of conveyance as necessary.
 - k. Appear and provide expert witness testimony as an Acquisition Provider when requested.
 - l. Meet at the ENGINEER’s ROW office once per week as agreed upon with the ROW Acquisition Manager/Administrator.
 - m. Provide a monthly progress report per parcel by the last day of the month with invoice.
 - n. The ENGINEER shall, as part of this proposal, estimate 10% of the proposed parcels may end up in condemnation. The ENGINEER’s ROW staff shall be available for any meeting/hearings as requested by the LPA Attorney.
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7. Closing Service Fees
 - a. Coordinate with the LPA and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the LPA.
 - b. The ENGINEER’s ROW staff shall attend closings and provide closing services in conjunction with the Title Company.
 - c. The ENGINEER’s ROW staff shall record all original instruments immediately after closing at the respective County Clerk’s Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
 8. Relocation Assistance Services (A separate Work Authorization will be issued once the number of relocations have been quantified, unless noted otherwise)
 - a. The ENGINEER’s ROW staff will provide relocation advisory services based on the amount of relocations or displacements identified. The ENGINEER’s ROW staff will compute replacement housing supplements (owner occupant and/or tenants).
 - b. The ENGINEER’s ROW staff will provide advisory services to business displacements and relocate them effectively.
 - c. TxDOT will review, approve and pay for all relocation costs for On-System projects only.
 9. Condemnation Support
 - a. Pre-Hearing Support
 - i. Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
 - ii. Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable.
 - iii. Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.
 - iv. Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator’s Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the LPA Office for submission to the LPA Attorney’s office.
 - v. Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
 - vi. Upon receipt of packet prepared by the LPA Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the LPA Attorney; the attorney shall file the original petition with the LPA Court at Law or other appropriate Court for a cause number to be assigned.
 - vii. The LPA attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk’s Office.
 - viii. Upon assignment of a court, the LPA Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
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- ix. Following appointment of Special Commissioners by the judge, the LPA shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
- x. The LPA shall file all originals with the court and send copies marked “copy” to the ENGINEER.
- xi. The LPA Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
- xii. The LPA Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, the LPA will approve the new value and the LPA’s provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
- xiii. The LPA Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the LPA, Appraiser, and Negotiator.
- xiv. After the hearing is set, the LPA Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner’s hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
- xv. Once the notices have been served, the LPA Attorney shall file the original notices with the court and send copies stamped “copy” to the ENGINEER’s ROW Office.
- xvi. The LPA’s Attorney shall send a reminder letter 2-3 weeks in advance to the LPA Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

b. Post Hearing Support (by the LPA Attorney)

- i. For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to the LPA.
 - ii. Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge’s signatures within 48 hours of the Hearing.
 - iii. Give timesheets to the Judge. The amount paid to the Special Commissioners is determined by the Judge.
 - iv. Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the LPA, 1 certified copy to the ENGINEER with the Commitment to request the warrant in the amount of the Special Commissioners Award.
 - v. Send the Commitment and the Award to LPA, along with individual special commissioner's billing requesting the payment for their fees.
 - vi. File LPA warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
 - vii. Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
 - viii. Send written notices of the date of deposit to the LPA Administration office and all interested parties.
 - ix. Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
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- x. All acquisition negotiations file indicating all “due diligence” provided by the Acquisition Provider will be directed to the LPA Attorney’s office for his further handling in accordance to the Eminent Domain process by the LPA.

10. Compensable Utilities

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

- a. Preliminary Design Consultations
 - i. Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.
- b. Field Observations and Verifications
 - i. Provide maps to Utility providers to “redline” and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.
- c. Exchange of Information with Utility Providers
 - i. Provide project schedule
 - ii. Request schedules for utility adjustments
 - iii. Identify who is responsible for utility process
- d. Confirmation of Property Interests
 - i. Request Documents
 - ii. Coordination of data on maps and citation of property interest documents
 - iii. Confirm utilities are within easements
- e. Coordination of Agreements
 - i. Identify utilities that are compensable
 - ii. Determine parties and agreements necessary to complete compensable process
 - iii. Coordinate execution and processing of Standard Utility Agreements
- f. Utility Meetings Throughout Project Development
 - i. Set up and coordinate utility meetings during planning, design, acquisition and construction phases
 - ii. Attend and participate in meetings by other parties

11. Payment Schedule

- a. Project Administration
 - i. Payment and Milestones
 - 1. Full Project Office
 - a. Lump Sum Basis (assume 1 year project presence)
 - b. Initial payment of 25% upon establishment of a project office with functional phone and utility service
 - c. Remainder paid out in equal monthly installments of 15% starting the following month
 - d. Monthly billing to LPA will be required
-

APPENDIX “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- b. Title Services
 - i. Payment on a Per Parcel basis
 - ii. Milestone will be 100% upon securing initial title commitment
 - c. Appraisal Services
 - i. Payment on a Per Parcel basis
 - ii. Milestone will be 100% upon delivery of complete and acceptable appraisal report
 - d. Appraisal Review
 - i. Payment on a Per Parcel basis
 - ii. Milestone will be 100% upon submission of form ROW-A-10
 - e. Appraisal Update
 - i. Payment on a Per Parcel basis
 - ii. Milestone will be 100% upon complete and acceptable appraisal update
 - f. Negotiation, Task & Fees
 - i. Payment on a Per Parcel basis
 - ii. Milestones
 - 1. 80% upon presentation of the initial offer
 - 2. 20% upon successful negotiation and all instruments recorded
 - g. Closing Service Fees
 - i. Payment on a Per Parcel basis
 - ii. Milestone will be 100% upon recordation of instrument of conveyance
 - h. Relocation Assistance
 - i. Payment on a Per Relocation basis
 - ii. Milestone will be 100% upon issuance of a 90-day vacancy letter
 - i. Compensable Utilities
 - i. Payment will be by a percent complete
-

APPENDIX “A”

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESONSIBILITIES

EASEMENTS, LETTERS OF PERMISSION, ETC.:

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

MEETINGS:

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the LPA. The ENGINEER shall coordinate through the LPA for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

SPECIFICATIONS, SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS:

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

PROJECT MANAGER/ENGINEER COMMUNICATION:

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the LPA's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the LPA.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

DESIGN RESPONSIBILITIES:

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the LPA and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the LPA will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

APPENDIX “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

DOCUMENT AND INFORMATION EXCHANGE:

Data, Plan Sheets, General Notes and/or Specifications provided to the LPA shall be furnished on USB flash drives. Each flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in the latest MS Office format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the LPA.

If required, the ENGINEER shall provide to the LPA, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the LPA’s computer system.

CD Tape Required (YES or NO): YES

PROPOSAL TIME:

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

OFFICE LOCATION:

The ENGINEER will perform all services to be provided under this agreement out of their office located at: 2805 Fountain Plaza Blvd., Suite A, Edinburg, Texas 78539

APPENDIX B
RATE SCHEDULE



General Engineering Services / Transportation /
 Environmental / Planning and Development /
 Water Resources / Construction

APPENDIX B - RATE SCHEDULE

LABOR CLASSIFICATION		HOURLY BASE RATE	CONTRACT RATE
Senior Project Manager/Principal		\$ 60.10	\$ 164.93
Project Manager		\$ 55.29	\$ 151.73
Project Engineer		\$ 50.48	\$ 138.53
Utility/Environmental Manager		\$ 48.08	\$ 131.94
Environmental Specialist		\$ 36.06	\$ 98.96
Engineer-In-Training		\$ 26.44	\$ 72.56
Senior Engineering Technician		\$ 35.00	\$ 96.05
GIS Operator		\$ 29.81	\$ 81.80
Engineering Technician		\$ 26.00	\$ 71.35
Admin/Clerical		\$ 20.00	\$ 54.88
Negotiated Overhead Rate:	145.02%	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:	2.7442		
Audit Year:	2020		



RATE SCHEDULE

DIRECT LABOR CLASSIFICATION	RAW BASE RATE (\$/HR)	LOADED RATE (\$/HR)
Project Principal	\$ 108.16	\$ 300.06
Project Manager	\$ 95.35	\$ 264.52
Quality Manager	\$ 87.96	\$ 244.02
Deputy Project Manager	\$ 82.90	\$ 229.98
Senior Engineer	\$ 71.53	\$ 198.44
Project Engineer	\$ 60.58	\$ 168.06
Design Engineer	\$ 55.07	\$ 152.78
Engineer-In-Training	\$ 37.45	\$ 103.90
Senior Eng Tech	\$ 41.86	\$ 116.13
Eng Tech	\$ 35.00	\$ 97.10
Sr Cadd Operator	\$ 40.75	\$ 113.05
Cadd Operator	\$ 32.98	\$ 91.49
Sr GIS Operator	\$ 40.75	\$ 113.05
GIS Operator	\$ 32.98	\$ 91.49
Administrative/Clerical	\$ 25.33	\$ 70.27
Construction Manager/Engineer	\$ 71.47	\$ 198.27
Construction Inspector	\$ 32.44	\$ 90.00
Construction Recordkeeper	\$ 38.48	\$ 106.75
Utilities Coordination	\$ 45.05	\$ 124.98
Senior Utilities Field Inspector	\$ 43.25	\$ 119.99
Office Overhead Rate: 147.70%	Loaded Rates include labor, overhead, and Profit. 1/12/2022	
Profit Rate: 12.00%		
Multiplier: 2.774		

PRIME CONTRACTOR NAME: GDJ Engineering		
Sub Consultant - Stanley Consultants Inc.		
Home Office Rate Schedule LABOR CATEGORY	Raw Rates	Billing Rates
Principal Transportation Engineer	\$ 102	\$ 313
Sr. Transportation Engineer	\$ 70	\$ 215
Transportation Engineer	\$ 46	\$ 142
Transportation EIT	\$ 38	\$ 118
Principal Roadway Engineer	\$ 78	\$ 240
Sr. Roadway Engineer	\$ 67	\$ 205
Roadway Engineer	\$ 61	\$ 188
Roadway EIT	\$ 37	\$ 115
Principal Structural Engineer	\$ 85	\$ 260
Sr. Structural Engineer	\$ 66	\$ 203
Structural Engineer	\$ 47	\$ 146
Structural EIT	\$ 38	\$ 118
Principal Drainage Engineer	\$ 85	\$ 260
Sr Drainage Engineer	\$ 69	\$ 212
Drainage Engineer	\$ 45	\$ 139
Drainage EIT	\$ 37	\$ 115
Sr Transportation Designer	\$ 60	\$ 184
Transportation Designer	\$ 53	\$ 163
Sr GIS Specialist	\$ 55	\$ 170
GIS Specialist	\$ 40	\$ 122
Principal Environmental Scientist	\$ 69	\$ 212
Environmental Scientist	\$ 44	\$ 135
3D Cadd Systems/BIM operator - Sr	\$ 58	\$ 177
3D Cadd Systems/BIM operator	\$ 46	\$ 142
Administrative Assistant - Clerical	\$ 35	\$ 108

OH Rate from ASHTO Cognizent Letter

174.35%

Profit Included in Rate

12%

B-4a

		Fair and Reasonable	Outside TxDOT PEPs Guideline	Not a TxDOT Labor Classification	Comments	Updated Raw Rate	Updated Billing Rates	SCI Response
Stanley Consultants Inc.								
	Program Manager			x				Removed
	Project Manager - Sr.			x				Removed
	Project Manager - Jr.			x				Removed
	Principal Transportation Engineer			x	Need more information about role	\$ 102	\$ 313	Transportation systems and traffic engineering professional and Project Manager with more than 20 years of experience
	Sr. Transportation Engineer			x	Need more information about role	\$ 70	\$ 215	Transportation systems and traffic engineering professional and Project Manager with 10 - 20 years of experience
	Transportation Engineer			x	Need more information about role	\$ 46	\$ 142	Transportation systems and traffic engineering professional with 5 - 10 years of experience
	Transportation EIT	x			EIT	\$ 38	\$ 118	
	Principal Roadway Engineer			x	Need more information about role	\$ 78	\$ 240	Roadway systems engineering professional and Project Manager with more than 20 years of experience
	Sr. Roadway Engineer			x	Need more information about role	\$ 67	\$ 205	Roadway systems engineering professional and Project Manager with 10 - 20 years of experience
	Roadway Engineer			x	Need more information about role	\$ 61	\$ 188	Roadway systems engineering professional with 5 - 10 years of experience
	Roadway EIT	x			EIT	\$ 37	\$ 115	
	Principal Structural Engineer			x		\$ 85	\$ 260	Structural systems engineering professional and Project Manager with more than 20 years of experience
	Sr. Structural Engineer		x		15+ YOY	\$ 66	\$ 203	Structural systems engineering professional and Project Manager with 10 - 20 years of experience
	Structural Engineer		x		5 to 15 YOY	\$ 47	\$ 146	Structural systems engineering professional with 5-10 years of experience
	Structural EIT	x			EIT	\$ 38	\$ 118	
	Principal Drainage Engineer			x		\$ 85	\$ 260	Drainage/Hydraulic systems engineering professional with more than 20 years of experience
	Sr. Drainage Engineer	x			Engineer (Hydraulic) - Senior 15+ YOY	\$ 69	\$ 212	Drainage/Hydraulic systems engineering professional with 10 - 20 years of experience
	Drainage Engineer	x			Engineer (Hydraulic) 5 to 15	\$ 45	\$ 139	Drainage/Hydraulic systems engineering professional with 5 - 10 years of experience
	Drainage EIT	x			EIT	\$ 37	\$ 115	
	Sr Transportation Designer			x		\$ 60	\$ 184	Transportation systems designer with more than 15 years of experience
	Transportation Designer			x		\$ 53	\$ 163	Transportation systems designer
	Sr. GIS Specialist		x			\$ 55	\$ 170	Adjusted Rates
	GIS Specialist		x			\$ 40	\$ 122	Adjusted Rates
	Principal Environmental Scientist	x			15+	\$ 69	\$ 212	
	Environmental Scientist		x		5 to 10 YOY	\$ 44	\$ 135	Adjusted Rates
	Graphics - Sr. Level		x		Graphic Designer - Sr			removed
	Graphics - Mid Level		x		Graphic Designer			removed
	Graphics - Jr. Level			x				removed
	BIM/CAD - Sr. Level		x		CADD Operator Sr.	\$ 58	\$ 177	3D Cadd Systems operator - Sr - 15+ yrs
	BIM/CAD - Mid Level		x		CADD Operator Sr.	\$ 46	\$ 142	3D Cadd Systems operator
	BIM/CAD - Jr. Level		x		CADD Operator Sr.			removed
	Administrative Assistant - Clerical - Sr.				TxDOT Uses one classification for Admin/Clerical			removed
	Administrative Assistant - Clerical - Jr.				TxDOT Uses one classification for Admin/Clerical	\$ 35	\$ 108	Administrative Assistant - Clerical

CAMACHO - HERNANDEZ & ASSOCIATES LLC

APPENDIX B - RATE SCHEDULE

LABOR CLASSIFICATION		HOURLY BASE RATE	CONTRACT RATE
Support Manager		\$62.50	\$154.00
Project Engineer		\$57.69	\$142.15
Design Engineer		\$52.88	\$130.31
Engineer-In-Training		\$33.65	\$82.92
Senior Engineering Tech		\$31.25	\$77.00
Engineering Tech		\$27.88	\$68.71
Junior Engineering Tech		\$23.08	\$56.86
CADD Operator		\$25.00	\$61.60
Junior CADD Operator		\$17.31	\$42.65
Admin/Clerical		\$20.19	\$49.75
Negotiated Overhead Rate:	120.00%	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:	2.464		
Audit Year:	2020		
		Accepted TxDOT Rate	

LEGACY ENGINEERING GROUP

APPENDIX B - RATE SCHEDULE Prime: GDJ Engineering

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Project Principal	85.00	209.44
Project Manager	75.00	184.80
Quality Manager	75.00	184.80
CADD Operator	29.00	71.46
CADD Operator - Junior	25.00	61.60
CADD Operator - Senior	33.00	81.31
Engineer - Senior	70.00	172.48
Engineer (Design)	46.00	113.34
Engineer (Project)	55.00	135.52
Engineer Technician	32.00	78.85
Engineer Technician - Junior	25.00	61.60
Engineer Technician - Senior	42.00	103.49
Engineer-In-Training	35.00	86.24
Administrative/Clerical	24.00	59.14

Office Overhead Rate: 120%
Profit Rate: 12%

Solicitation #:
RFQ/RFP#
Contract #:
Prime or Sub SUB to GDJ Engineering
Consultant Firm Name: Millennium Engineers Group, Inc.
Consultant Negotiator:
TxDOT Negotiator:
Discipline: GEC

Date sent: 1/12/2022
Date received: 11/26/2021

Direct Labor			Loaded Years 1 and 2		Loaded Years 3 thru 5	
Labor/Job Classification	Years of Experience	Final Rate	Office	Field	Office	Field
3.1 Project Manager	10+	\$ 93.00	\$ 229.15	\$ 229.15	\$ 233.74	\$ 233.74
7.2 Engineer (Project)	10 to 15	\$ 68.00	\$ 167.55	\$ 167.55	\$ 170.90	\$ 170.90
8.1 Engineer (Design)	5 to 10	\$ 57.00	\$ 140.45	\$ 140.45	\$ 143.26	\$ 143.26
15.1 Engineer (Geologist/Hydrogeologist) - Senior	15+	\$ 68.00	\$ 167.55	\$ 167.55	\$ 170.90	\$ 170.90
15.2 Engineer (Geologist/Hydrogeologist)	5 to 15	\$ 57.00	\$ 140.45	\$ 140.45	\$ 143.26	\$ 143.26
21.1 Engineer-In-Training II	2 to 5	\$ 37.00	\$ 91.17	\$ 91.17	\$ 92.99	\$ 92.99
21.2 Engineer-In-Training I	0 to 2	\$ 32.00	\$ 78.85	\$ 78.85	\$ 80.42	\$ 80.42
22.1 Engineer Technician - Senior	15+	\$ 47.00	\$ 115.81	\$ 115.81	\$ 118.12	\$ 118.12
22.2 Engineer Technician	5 to 15	\$ 38.00	\$ 93.63	\$ 93.63	\$ 95.50	\$ 95.50
22.3 Engineer Technician - Junior	0 to 5	\$ 36.00	\$ 88.70	\$ 88.70	\$ 90.48	\$ 90.48
24.1 CADD Operator - Senior	15+	\$ 40.00	\$ 98.56	\$ 98.56	\$ 100.53	\$ 100.53
24.2 CADD Operator	5 to 15	\$ 35.00	\$ 86.24	\$ 86.24	\$ 87.96	\$ 87.96
24.3 CADD Operator - Junior	0 to 5	\$ 28.00	\$ 68.99	\$ 68.99	\$ 70.37	\$ 70.37
56.1 Field Technician: Collect Haul Tickets		\$ 38.00	\$ 93.63	\$ 93.63	\$ 95.50	\$ 95.50
56.2 Field Technician: Collect Samples at Field and TxDOT		\$ 38.00	\$ 93.63	\$ 93.63	\$ 95.50	\$ 95.50
61.1 Geologist - Senior	15+	\$ 50.00	\$ 123.20	\$ 123.20	\$ 125.66	\$ 125.66
61.2 Geologist	5 to 15	\$ 36.00	\$ 88.70	\$ 88.70	\$ 90.48	\$ 90.48
61.3 Geologist - Junior	0 to 5	\$ 29.00	\$ 71.46	\$ 71.46	\$ 72.89	\$ 72.89
200.1 Administrative/Clerical		\$ 30.00	\$ 73.92	\$ 73.92	\$ 75.40	\$ 75.40
Overhead			120.00%	120.00%	120.00%	120.00%
Profit			12.00%	12.00%	12.00%	12.00%
Escalation					2.00%	2.00%

APPENDIX B - RATE SCHEDULE

Millennium Engineers Group, Inc.

Prime or Sub SUB to GDJ Engineering
Discipline: GEC

Geotechnical Engineering Services			In Portfolio?	Unit Cost Needed? (Yes or No)			
Services To Be Provided	Test Code	Unit			Consultant Offer	TxDOT Counter	Final Rate
Volumetric Shrinkage	ASTM D427	each	Yes	Yes			\$ 104.50
Laboratory Compaction Characteristics of Soil Using Standard Effort	ASTM D698	each	Yes	Yes			\$ 290.00
Modified Proctor Test	ASTM D1557	each	Yes	Yes			\$ 325.00
Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils	ASTM D1586	LF	Yes	Yes			\$ 38.00
Soil Boring with SPT	ASTM D1586	LF	Yes	Yes			\$ 40.00
Soil Boring without TCP (< 60 ft.):							
(a) Utilizing Continuous Sampler	ASTM D1587	LF	Yes	Yes			\$ 40.00
(b) Shelby Push Tubes Extruded in Field	ASTM D1587	LF	Yes	Yes			\$ 40.00
(c) Augering	N/A	LF	Yes	Yes			\$ 31.00
Soil Boring without TCP (> 60 ft.):							
(a) Utilizing Continuous Sampler	ASTM D1587	LF	Yes	Yes			\$ 42.00
(b) Shelby Push Tubes Extruded in Field	ASTM D1587	LF	Yes	Yes			\$ 42.00
(c) Augering	N/A	LF	Yes	Yes			
California Bearing Ratio (CBR) of Laboratory-Compacted Soils (Single Sample without MD Curve)	ASTM D1863	test	Yes	Yes			\$ 350.00
Unconfined Compressive Strength (Soil)	ASTM D2166	each	Yes	Yes			\$ 70.00
Permeability of Granular Soils (Constant Head)	ASTM D2434	each	Yes	Yes			\$ 440.00
One-Dimensional Consolidation Properties of Soils Using Incremental Loading	ASTM D2435	each	Yes	Yes			\$ 640.00
Field Vane Shear Test	ASTM D2573	each	Yes	Yes			\$ 98.00
Unconfined Compressive Strength (Rock)	ASTM D2938	each	Yes	Yes			\$ 88.00
Standard Test Method for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils	ASTM D2974	each	Yes	Yes			\$ 78.44
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	Yes	Yes			\$ 920.00
Splitting Tensile Strength of Intact Rock Core Specimens	ASTM D3967	each	Yes	Yes			\$ 100.00
Aquifer Test Method in Determining Hydraulic Properties by Well Techniques	ASTM D4043	LF	Yes	Yes			\$ 40.00
Standard Test Method for Dispersive Characteristics of Clay Soil by Double Hydrometer	ASTM D4221	each	Yes	Yes			\$ 300.00
Standard Test Method for Rapid Determination of Carbonate Content in Soils	ASTM D4373	each	Yes	Yes			\$ 66.00
Hydraulic Conductivity of Essentially Saturated Peat	ASTM D4511	each	Yes	Yes			\$ 500.00
One Dimensional Swell or Collapse of Soils, Methods A & B	ASTM D4546	each	Yes	Yes			\$ 225.00
One Dimensional Swell or Collapse of Soils, Method C	ASTM D4546	each	Yes	Yes			\$ 295.00
Standard Test Methods for Identification and Classification of Dispersive Clay Soils by the Pinhole Test	ASTM D4647	each	Yes	Yes			\$ 290.00
Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter	ASTM D5084	each	Yes	Yes			\$ 455.00
Standard Guide for Comparison of Field Methods for Determining Hydraulic Conductivity in Vadose Zone	ASTM D5126	each	Yes	Yes			\$ 850.00
Measurement of Soil Potential (Suction) Using Filter Paper	ASTM D5298	each	Yes	Yes			\$ 95.00
Ground Penetrating Radar (GPR) Testing	ASTM D6432	day	Yes	Yes			\$ 3,000.00
Standard Test Methods for Determining Dispersive Characteristics of Clayey Soils by the Crumb Test	ASTM D6572	each	Yes	Yes			\$ 60.00
Dynamic Cone Penetrometer in Shallow Pavement Applications	ASTM D6951	each	Yes	Yes			\$ 100.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	each	Yes	Yes			\$ 275.00
Triaxial Compression Test for Disturbed Soils and Base Materials	Tex-117-E	each	Yes	Yes			\$ 2,400.00
Soil Boring/Rock Coring with TCP (< 60 ft.)	Tex-132-E	LF	Yes	Yes			\$ 50.00
Soil Boring/Rock Coring with TCP (> 60 ft.)	Tex-132-E	LF	Yes	Yes			\$ 55.00
Soil Organic Content Using UV-Vis Method	Tex-148-E	each	Yes	Yes			\$ 295.00
Borehole Grouting - Bentonite Chips	N/A	LF	Yes	Yes			\$ 13.00
Casagrande Type Piezometers	N/A	each	Yes	Yes			\$ 455.00
Casagrande Type Piezometers Installation	N/A	each	Yes	Yes			\$ 400.00
Concrete/AC Patch	N/A	per patch	Yes	Yes			\$ 68.00
Core Drill Asphalt	N/A	each	Yes	Yes			\$ 58.00
Core Drill Concrete	N/A	each	Yes	Yes			\$ 160.00
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	Yes	Yes			\$ 17.00
(b) 6-in. diameter cores	N/A	Inch	Yes	Yes			\$ 22.00
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew):							
(a) Hot Mix Asphalt (min. of 3)	N/A	each	Yes	Yes			\$ 220.00
(b) Concrete (min. of 3) (up to 15 inches)(up to 4-inches diameter)	N/A	each	Yes	Yes			\$ 365.00
(c) Concrete (more than 15 inches)	N/A	inch	Yes	Yes			\$ 40.00
Core Repair/Patch Asphalt Cold Mix	N/A	each	Yes	Yes			\$ 60.00
Core Repair/Patch Concrete-Utillbond	N/A	each	Yes	Yes			\$ 66.00
Drilling & Sampling - Hard Rock-Diamond Bit	N/A	LF	Yes	Yes			\$ 58.00
Drilling & Sampling - Rock	N/A	LF	Yes	Yes			\$ 50.00
Drilling & Sampling - Soft Rock-Carbide Bit	N/A	LF	Yes	Yes			\$ 50.00
Drilling & Sampling - Soils	N/A	LF	Yes	Yes			\$ 35.00
Electronic Water Level Device	N/A	day	Yes	Yes			\$ 150.00
Manhole Cover for Piezometer	N/A	each	Yes	Yes			\$ 350.00
Night Drilling Surcharge	N/A	each	Yes	Yes			\$ 350.00
Nighttime Testing (additional fee per hour, all pavement testing equipment)	N/A	each	Yes	Yes			\$ 50.00
Non Destructive Deflection Testing							
Falling Weight Deflection (FWD)	N/A	day	Yes	Yes			\$ 3,110.00
Heavy Weight Deflection (HWD)	N/A	day	Yes	Yes			\$ 3,500.00
Piezometer-2" (ASTM D5092)	N/A	LF	Yes	Yes			\$ 39.00
Piezometer-2" (including well completion and installation)	N/A	LF	Yes	Yes			\$ 45.00
Piezometer Abandonment	N/A	each	Yes	Yes			\$ 400.00
Piezometer Completion/Abandonment	N/A	each	Yes	Yes			\$ 400.00
Piezometer Completion							
Piezometer Finish: (a) Flush Mount w/ 2' x 2' pad	N/A	each	Yes	Yes			\$ 400.00
Piezometer Finish: (b) Stick-up w/ 4 Bollards on a 4' x 4' pad	N/A	each	Yes	Yes			\$ 1,580.00
Soil Boring/Rock Coring without TCP (< 60 ft.)	N/A	LF	Yes	Yes			\$ 45.00
Soil Boring /Rock Coring without TCP (> 60 ft.)	N/A	LF	Yes	Yes			\$ 48.00
Stand By of Crew	N/A	hour	Yes	Yes			\$ 265.00
Vertical Inclometer	N/A	each	Yes	Yes			\$ 350.00
Vertical Inclometer Installation	N/A	each	Yes	Yes			\$ 300.00
Vibrating Wire Piezometer	N/A	each	Yes	Yes			\$ 535.00
Vibrating Wire Piezometer Installation	N/A	each	Yes	Yes			\$ 485.00

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

Millennium Engineers Group, Inc.

Prime or Sub SUB to GDJ Engineering
Discipline: GEC

Materials Engineering Services			In Portfolio?	Unit Cost Needed? (Yes or No)				Notes
Services To Be Provided	Test Code	Unit			Consultant Offer	TxDOT Counter	Final Rate	
Soils Tests								
Preparing Soil and Flexible Base Materials for Testing	Tex-101-E	each	Yes	Yes			\$ 103.49	
Determining Slaking Time	Tex-102-E	each	Yes	Yes			\$ 130.00	
Determining Moisture Content in Soil Materials	Tex-103-E	each	Yes	Yes			\$ 17.00	
Determining Liquid Limits of Soils	Tex-104-E	each	Yes	Yes			\$ 43.00	
Determining Plastic Soil Limits	Tex-105-E	each	Yes	Yes			\$ 43.00	
Calculating the Plasticity Index of Soils	Tex-106-E	each	Yes	Yes			\$ 44.00	
Determining the Bar Linear Shrinkage of Soils	Tex-107-E	each	Yes	Yes			\$ 55.00	
Determining the Specific Gravity of Soils	Tex-108-E	each	Yes	Yes			\$ 74.00	
Particle Size Analysis of Soils	Tex-110-E	each	Yes	Yes			\$ 94.00	
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	Tex-111-E	each	Yes	Yes			\$ 61.00	
Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	Yes	Yes			\$ 190.00	
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	each	Yes	Yes			\$ 275.00	
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	Tex-114-E	each	Yes	Yes			\$ 270.00	
Ball Mill Method for Determining the Disintegration of Flexible Base Material	Tex-116-E	each	Yes	Yes			\$ 200.00	
Triaxial Compression for Disturbed Soils and Base Materials	Tex-117-E	each	Yes	Yes			\$ 2,350.00	
Triaxial Compression Test for Undisturbed Soils	Tex-118-E	each	Yes	Yes			\$ 130.00	
Soil-Cement Testing- Part 1	Tex-120-E	each	Yes	Yes			\$ 405.00	
Soil-Cement Testing- Part 2	Tex-120-E	each	Yes	Yes			\$ 375.00	
Soil-Lime Testing- Part 1	Tex-121-E	each	Yes	Yes			\$ 410.00	
Soil-Lime Testing- Part 2	Tex-121-E	each	Yes	Yes			\$ 375.00	
Soil-Lime Testing - Part 3	Tex-121-E	each	Yes	Yes			\$ 301.00	
Determining the Drainage Factor of Soil Materials	Tex-123-E	each	Yes	Yes			\$ 325.00	
Potential Vertical Rise of Natural Subgrade Soils	Tex-124-E	each	Yes	Yes			\$ 145.00	
Determining Modulus of Sub-grade Reaction (K Value)	Tex-125-E	each	Yes	Yes			\$ 300.00	
Molding, Testing, and Evaluating Asphalt Black Base Materials	Tex-126-E	each	Yes	Yes			\$ 600.00	
Lime Fly-Ash Compressive Strength Test Methods- Part 1	Tex-127-E	each	Yes	Yes			\$ 270.00	
Lime Fly-Ash Compressive Strength Test Methods- Part 2	Tex-127-E	each	Yes	Yes			\$ 270.00	
Determining Soil pH	Tex-128-E	each	Yes	Yes			\$ 53.00	
Measuring the Resistivity of Soil Materials	Tex-129-E	each	Yes	Yes			\$ 160.00	
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils- Single Stage	Tex-131-E	set of 3	Yes	Yes			\$ 2,000.00	
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils- Multiple Change	Tex-131-E	set of 3	Yes	Yes			\$ 1,670.00	
Texas Cone Penetration	Tex-132-E	each	Yes	Yes			\$ 45.00	
Freezing and Thawing Tests of Compacted Soil-Cement Mixture	Tex-135-E	each	Yes	Yes			\$ 550.00	
Manual Procedure for Description and Identification of Soils	Tex-141-E	each	Yes	Yes			\$ 55.00	
Laboratory Classification of Soils for Engineering Purposes	Tex-142-E	each	Yes	Yes			\$ 77.00	
Determining Sulfate Content in Soils - Colorimetric Method	Tex-145-E	each	Yes	Yes			\$ 95.00	
Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	Yes	Yes			\$ 95.00	
Soil Organic Content Using UV-VIS Method	Tex-148-E	each	Yes	Yes			\$ 295.00	
Determining Chloride and Sulfate Contents in Soils	Tex-620-J	each	Yes	Yes			\$ 130.00	
One-Dimensional Consolidation	ASTM D2435	each	Yes	Yes			\$ 550.00	
Standard Test Method for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils	ASTM D2974	each	Yes	Yes			\$ 78.44	
Soil Direct Shear (CD) Clay	ASTM D3080	each	Yes	Yes			\$ 920.00	
One Dimensional Swell, Methods A & B	ASTM D4546	each	Yes	Yes			\$ 225.00	
One Dimensional Swell, Method C	ASTM D4546	each	Yes	Yes			\$ 295.00	
Asphalt Tests								
Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint Sealers	Tex-500-C	each	No	No				
Test Methods for Various Bituminous Materials/Water in Petroleum Products and Bituminous Materials by Distillation	Tex-501-C (ASTM D95)	each	No	No				
Penetration of Bituminous Materials	Tex-502-C (AASHTO T49)	each	No	No				
Ductility of Asphalt Materials	Tex-503-C (AASHTO T51)	each	No	No				
Flash and Fire Points by Cleveland Open Cup	Tex-504-C (AASHTO T48)	each	No	No				
Softening Point of Bitumen (Ring and Ball Apparatus)	Tex-505-C (AASHTO T53)	each	No	No				
Solubility of Bituminous Materials	Tex-507-C (AASHTO T44)	each	No	No				
Specific Gravity of Semi-Solid Asphalt Materials	Tex-508-C (AASHTO T229)	each	Yes	Yes			\$ 80.00	
Spot Test of Asphaltic Materials	Tex-509-C (AASHTO T102)	each	No	No				
Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	Tex-510-C (AASHTO T179)	each	No	No				
Flash Point with Tag Open-Cup Apparatus for Use with Material Having a Flash Point Less Than 93°C (200°F)	Tex-512-C (AASHTO T79)	each	No	No				
Saybolt Viscosity	Tex-513-C (AASHTO T72)	each	No	No				
Specific Gravity for Cutbacks and Emulsions	Tex-514-C (ASTM D3142, ASTM D244)	each	No	No				
Distillation of Cutback Asphalt Products	Tex-515-C (AASHTO T78)	each	No	No				
Float Test for Bituminous Materials	Tex-519-C (AASHTO T50)	each	No	No				
Testing Asphaltic Waterproofing Materials	Tex-523-C	each	No	No				
Viscosity of Asphalts by Vacuum Capillary Viscometer	Tex-528-C (AASHTO T202)	each	No	No				
Kinematic Viscosity of Asphalts (Bitumens)	Tex-529-C (AASHTO T201)	each	No	No				
Determining Polymer Additive Percentages in Polymer Modified Asphalt Cements	Tex-533-C	each	No	No				
Calculating Viscosity from Penetration	Tex-535-C	each	No	No				
Measurement of Elastic Recovery of Tensile Deformation Using a Ductilometer	Tex-539-C	each	No	No				
Measurement of Polymer Separation on Heating in Modified Asphalt Systems	Tex-540-C	each	No	No				
Rolling Thin Film Oven Test for Asphalt Binders	Tex-541-C (AASHTO T240)	each	No	No				
Flexural Creep Stiffness Using the Bending Beam Rheometer	AASHTO T313	each	No	No				
Determining Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer	AASHTO T315	each	No	No				
Determining Breaking Index for Asphalt Emulsions	Tex-542-C	each	No	No				
Resilience Test for Sealants and Repair Materials	Tex-547-C	each	No	No				
Tensile Strain to Failure	Tex-548-C	each	No	No				
Cone Flow Test	Tex-549-C	each	No	No				
Flexibility Test for Sealants and Repair Materials	Tex-550-C	each	No	No				
Settlement of Sealants and Repair Materials	Tex-551-C	each	No	No				
Bituminous Tests								
Sieve Analysis of Fine and Coarse Aggregate	Tex-200-F	each	Yes	Yes			\$ 100.00	
Bulk Specific Gravity and Water Absorption of Aggregate	Tex-201-F	each	Yes	Yes			\$ 95.00	
Apparent Specific Gravity of Material Finer than No. 50 (300 micrometer) Sieve	Tex-202-F	each	Yes	Yes			\$ 95.00	
Sand Equivalent Test	Tex-203-F	each	Yes	Yes			\$ 100.00	
Design of Bituminous Mixtures	Tex-204-F	each	Yes	Yes			\$ 1,850.00	
Laboratory Method of Mixing Bituminous Mixtures	Tex-205-F	set of 3	Yes	Yes			\$ 135.00	

APPENDIX B - RATE SCHEDULE

Millennium Engineers Group, Inc.

Prime or Sub SUB to GDJ Engineering
Discipline: GEC

Compacting Specimens Using the Texas Gyrotory Compactor (TGC)	Tex-206-F	set of 3	Yes	Yes		\$ 120.00
Bulk Specific Gravity of Compacted Bituminous Mixtures	Tex-207-F (Part I)	each	Yes	Yes		\$ 55.00
Determining Mat Segregation Using a Density-Testing Gauge	Tex-207-F (Part V)	each	Yes	Yes		\$ 115.00
Bulk Specific Gravity of Compacted Bituminous Mixtures using the Vacuum Method	Tex-207-F (Part VI)	each	Yes	Yes		\$ 85.00
Determining Density of Permeable Friction Course (PFC) and Thin Bonded Wearing Course (TBWC) Mixtures	Tex-207-F (Part VIII)	each	Yes	Yes		\$ 90.00
Test for Stabiometer Value of Bituminous Mixtures	Tex-208-F	set of 3	Yes	Yes		\$ 130.00
Determining Asphalt Content of Bituminous Mixtures by Extraction	Tex-210-F	each	Yes	Yes		\$ 215.00
Recovery of Asphalt from Bituminous Mixtures by the Aason Process	Tex-211-F	each	No	No		
Determining Hydrocarbon-Volatile Content of Bituminous Mixtures	Tex-213-F	each	No	No		
Determining Deleterious Material and Decantation Test for Coarse Aggregates (Bituminous Mixtures)	Tex-217-F	each	Yes	Yes		\$ 110.00
Determining Flakiness Index	Tex-224-F	each	Yes	Yes		\$ 95.00
Indirect Tensile Strength Test	Tex-226-F	set of 3	Yes	Yes		\$ 140.00
Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	Yes	Yes		\$ 110.00
Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method	Tex-228-F	each	Yes	Yes		\$ 130.00
Combined Bituminous Mixture Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	Yes	Yes		\$ 95.00
Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	Yes	Yes		\$ 175.00
Asphalt Release Agents	Tex-239-F	each	No	No		
Compacting Bituminous Specimens Using the Superpave Gyrotory Compactor (SGC)	Tex-241-F	set of 2	Yes	Yes		\$ 140.00
Hamburg Wheel-Tracking Test	Tex-242-F	each	Yes	Yes		\$ 600.00
Tack Coat Adhesion	Tex-243-F	each	No	No		
Thermal Profile of Hot Mix Asphalt	Tex-244-F	each	Yes	Yes		\$ 195.00
Cantabro Loss	Tex-245-F	each	Yes	Yes		\$ 195.00
Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	Yes	Yes		\$ 85.00
Overlay Test	Tex-248-F	set of 3	Yes	Yes		\$ 710.00
Determining Flat and Elongated Particles	Tex-280-F	each	Yes	Yes		\$ 165.00
Concrete & Aggregate Tests						
Compressive Strength of Cement Mortars	ASTM C109	set of 3	Yes	Yes		\$ 85.00
Sieve Analysis of Fine and Coarse Aggregate	Tex-401-A	each	Yes	Yes		\$ 95.00
Fineness Modulus of Fine Aggregate	Tex-402-A	each	Yes	Yes		\$ 85.00
Saturated Surface-Dry Specific Gravity and Absorption of Aggregates	Tex-403-A	each	Yes	Yes		\$ 95.00
Determining Unit Mass (Weight) of Aggregates	Tex-404-A	each	Yes	Yes		\$ 75.00
Determining the Percent of Solids and Voids in Concrete	Tex-405-A	each	Yes	Yes		\$ 75.00
Material Finer than 75 micrometer (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	Tex-406-A	each	Yes	Yes		\$ 80.00
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	each	Yes	Yes		\$ 80.00
Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	Yes	Yes		\$ 80.00
Abrasion of Coarse Aggregate Using the Los Angeles Machine	Tex-410-A (ASTM C131)	each	Yes	Yes		\$ 275.00
Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate	Tex-411-A	each	Yes	Yes		\$ 300.00
Determining Deleterious Material in Mineral Aggregate	Tex-413-A	each	Yes	Yes		\$ 100.00
Unit Weight, Yield, and Air Content (Gravimetric) of Concrete	Tex-417-A (ASTM C138)	each	Yes	Yes		\$ 60.00
Compressive Strength of Cylindrical Concrete Specimens	Tex-418-A (ASTM C39)	each	Yes	Yes		\$ 30.00
Determining Concrete Thickness by Direct Measurement	Tex-423-A	each	Yes	Yes		\$ 50.00
Obtaining and Testing Drilled Cores of Concrete	Tex-424-A (ASTM C42; ASTM C174)	each	Yes	Yes		\$ 220.00
Absorption and Dry Bulk Specific Gravity of Lightweight Coarse Aggregate	Tex-433-A	each	Yes	Yes		\$ 115.00
Measuring Texture Depth by the Sand Patch Method	Tex-436-A (ASTM E965)	each	Yes	Yes		\$ 90.00
Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A (ASTM C839)	each	Yes	Yes		\$ 100.00
Accelerated Polish Test for Coarse Aggregate - Single-Component Aggregate	Tex-438-A (Part I)	each	Yes	Yes		\$ 950.00
Capping Cylindrical Concrete Specimens	Tex-450-A (ASTM C617; ASTM C1231)	each	Yes	Yes		\$ 35.00
Determining Crushed Face Particle Count	Tex-460-A	each	Yes	Yes		\$ 110.00
Micro-Deval Abrasion of Aggregate	Tex-461-A	each	Yes	Yes		\$ 300.00
Chemical Tests						
Acid Insoluble Residue for Fine Aggregate	Tex-612-J	each	Yes	Yes		\$ 210.00
Volatile Content in Coatings (% Solids)	ASTM D2369	each	No	No		
Other Tests						

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

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, 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

Millennium Engineers Group, Inc.

Prime or Sub SUB to GDJ Engineering
Discipline: GEC

The following tests are not considered Unit costs but may be required in this contract. If needed, these tests will be accounted for through the use of hourly rates.	
Services to be Provided	Test Code
Surveying and Sampling Soils for Highways	Tex-100-E
Preparing Soil and Flexible Base Materials for Testing	Tex-101-E
Field Method for Determining In-Place Density of Soils and Base Materials - Nuclear Gauge Method	Tex-115-E
Field Method for Determining In-Place Density of Soils and Base Materials - Sand-Cone Method	Tex-115-E
Field Method for Determining In-Place Density of Soils and Base Materials - Volumeter Method	Tex-115-E
Slurry Testing	Tex-130-E
Measuring Thickness of Pavement Layer	Tex-140-E
Minimum Standards for Testing Soils and Flexible Base Materials	Tex-198-E
Determining In-Place Density of Compacted Bituminous Mixtures (Nuclear Method)	Tex-207-F (Part III)
Determining Longitudinal Joint Density Using a Density-Testing Gauge	Tex-207-F (Part VII)
Sampling Aggregate for Bituminous Mixtures, Surface Treatments, and Limestone Rock Asphalt	Tex-221-F
Sampling Bituminous Mixtures	Tex-222-F
Random Selection of Bituminous Mixture Samples	Tex-225-F
Sampling Flexible Base, Stone, Gravel, Sand, and Mineral Aggregates	Tex-400-A
Sampling of Freshly Mixed Concrete	Tex-407-A (ASTM C172)
Air Content of Freshly Mixed Concrete by the Volumetric Method	Tex-414-A (ASTM C173)
Slump of Hydraulic Cement Concrete	Tex-415-A (ASTM C143)
Air Content of Freshly Mixed Concrete by the Pressure Method	Tex-416-A (ASTM C231)
Measuring Temperature of Freshly Mixed Hydraulic Cement Concrete	Tex-422-A (ASTM C1064)
Making and Curing Concrete Test Specimens	Tex-447-A (ASTM C31; ASTM C511)



General Engineering Services / Transportation /
Environmental / Planning and Development /
Water Resources / Construction

APPENDIX B - RATE SCHEDULE

LABOR CLASSIFICATION		HOURLY BASE RATE	CONTRACT RATE
Senior Project Manager/Principal		\$105.77	\$290.25
Project Manager		\$79.33	\$217.69
Project Engineer		\$55.53	\$152.38
Engineer-In-Training		\$39.42	\$108.18
GIS Operator		\$33.65	\$92.35
Admin/Clerical		\$24.04	\$65.97
Negotiated Overhead Rate:	170.00%	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:	3.0240		
Audit Year:	N/A		

Provider Firm Name: Amaterra Environmental, Inc.
 Prime Provider Negotiator: Victor Palma
 TxDOT Negotiator: Julie Rook

Direct Labor			Labor Classification to be provided		Notes
Labor/Job Classification	Years of Experience	In Portfolio	Choose Yes or No	Loaded Years 1 and 2	
Support Manager	10+	Yes	Yes	\$ 242.95	
CADD Operator - Senior	15+	Yes	Yes	\$ 93.92	
CADD Operator	5 to 15	Yes	Yes	\$ 75.16	
CADD Operator - Junior	0 to 5	Yes	Yes	\$ 63.74	
GIS Operator - Senior	15+	Yes	Yes	\$ 93.92	
GIS Operator	5 to 15	Yes	Yes	\$ 75.16	
Historian - Senior	15+	Yes	Yes	\$ 141.25	
Historian IV	10 to 15	Yes	Yes	\$ 109.21	
Historian III	5 to 10	Yes	Yes	\$ 86.40	
Historian I/II	0 to 5	Yes	Yes	\$ 72.13	
Archeologist - Senior Principal Investigator	15+	Yes	Yes	\$ 135.24	
Archeologist IV	10 to 15	Yes	Yes	\$ 92.11	
Archeologist III	5 to 10	Yes	Yes	\$ 74.38	
Archeologist I/II	0 to 5	Yes	Yes	\$ 68.97	
Architectural Historian - Senior	15+	Yes	Yes	\$ 141.25	
Architectural Historian	5 to 15	Yes	Yes	\$ 109.21	
Architectural Historian Intern I/II	0 to 5	Yes	Yes	\$ 72.13	
Administrative/Clerical		Yes	Yes	\$ 87.15	

Contract rates include labor, overhead, and profit.

All rates are negotiated rates and are not subject to change or adjustment.

Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit.

Lump Sum Payment Basis - Invoice by deliverable, according to the table of deliverables. Documentation of hours worked not required.

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.



BRIGHTON GROUP

APPENDIX B - RATE SCHEDULE

LABOR CLASSIFICATION	CONTRACT RATE
Construction Management - Principal	\$175.00
Construction Project Manager	\$150.00
Construction Senior Inspector	\$125.00
Construction Inspector	\$100.00
ROW Acquisition Administrator	\$150.00
ROW Acquisition Agent	\$100.00
Admin/Clerical	\$60.00

Rate Schedule Fiscal Year 2022
Kane Lindsey LLC
TBPELS Firm No. 10194676
(956) 458- 8391
Kurt@KaneLindsey.com

Work Category	Hourly Rate	Contract Rate/ Unit Cost	Experience (Years)
Office Personnel			
Principal- Survey Manager	\$65.00	\$195.00	20+
Registered Professional Land Surveyor	\$55.00	\$165.00	15+
Surveyor-in -Training	\$30.00	\$90.00	5+
Senior Surveyor Technician	\$31.25	\$93.75	10+
Survey Technician	\$25.00	\$75.00	0-5
Drafter	\$14.42	\$43.26	5+
Abstractor	\$25.00	\$75.00	5+
Administration/ Clerical	\$19.23	\$57.69	NA
Utility Coordinator	\$30.00	\$90.00	5+
GIS Technician	\$33.33	\$100.00	5+
Lidar Technician	\$35.00	\$105.00	5+
Field Personnel			
Sr. Crew Chief	\$31.25	\$93.75	15+
Crew Chief	\$25.00	\$75.00	10+
Instrument Operator	\$19.23	\$57.69	5+
Helper/ Flagger	\$14.42	\$43.26	NA
3-Man Survey Crew	\$65.00	\$195.00	NA
2-Man Survey Crew	\$55.00	\$165.00	NA
1-Man Survey Crew	\$40.00	\$120.00	NA
2- Man Hydro Vacuum Excavation Crew	\$50.00	\$150.00	NA
Other Direct Expenses			
Mileage	Current GSA Rate	Mile	
Shipping	\$25.00	Each	
Printing (Letter Size)	\$0.10	Sheet	
Mobile Scanning Mobilization	\$5,000.00	Per	
Terrestrial Scanner	\$95.00	Hourly	
GPS Units	\$20.00	Hourly	
Aerial Lidar Mobilization (Rotary)	\$7,500.00	Per	
Aerial Lidar Mobilization (Drone)	\$2,000.00	Per	
Per Diem (Hotel)	Current GSA Rate	Day	
Per Diem (Meals)	Current GSA Rate	Day	
Per Diem (Taxes)	Current GSA Rate	Day	
Certified Mail	\$7.00	Per	
Water Craft Mobilization (Non-motorized)	\$200.00	Day	
Water Craft Mobilization (Motorized)	\$500.00	Day	
Hydro Vacuum Mobilization	\$500.00	Day	

APPENDIX B - FEE SCHEDULE			
DIRECT EXPENSES			
RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS			
SERVICES TO BE PROVIDED	UNIT	FIXED COST	MAXIMUM COST
Travel			
Mileage	mile	Current State Rate	
Lodging/Hotel - Taxes and Fees	day/person		\$45.00
Lodging/Hotel (Taxes/fees not included)	day/person		Current State Rate
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person		Current State Rate
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person		\$530.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person		\$950.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person		\$1,000.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person		\$1,500.00
Oversize, special handling or extra baggage airline fees	each		\$100.00
Parking	day		\$30.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day		\$100.00
Rental Car Fuel	gallon		\$5.00
Taxi/Cab fare (Includes Rideshare)	each/person		\$40.00
Bus Travel over 100 miles	Rd Trip/person		\$350.00
Toll Charges	day		\$50.00
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed)	day		\$185.00
Administrative			
CDs	each	\$2.00	
USB Flashdrive (up to 32 GB)	each	\$10.00	
External Hard Drive	each	\$150.00	
Standard Postage	letter	Current Postal Rate	
Cardstock Color (8 1/2" x 11")	each	\$1.00	
Photocopies B/W (11" X 17")	each	\$0.25	
Photocopies B/W (8 1/2" X 11")	each	\$0.15	
Photocopies Color (11" X 17")	each	\$1.25	
Photocopies Color (8 1/2" X 11")	each	\$1.00	
Plots (B/W on Bond)	per sq. ft.	\$1.00	
Plots (Color on Bond)	per sq. ft.	\$1.75	
Plots (Color on Photographic Paper)	per sq. ft.	\$5.00	
Report Binding and tabbing	each	\$10.00	
Certified Letter Return Receipt	each		Current Postal Rate
Overnight Mail - letter size	each		Current Postal Rate
Overnight Mail - oversized box	each		\$100.00
Materials and Shipping	per package		\$100.00
Courier Services	each		\$45.00
4" X 6" Digital Color Print	picture		\$0.50
Brochure Printing	each		\$3.00
Report Printing	each		\$80.00
Flyer Printing (various sizes BW or color)	each		\$1.00
Postcard Printing	each		\$0.75
Digital Ortho Plotting	sheet		\$3.00
Notebooks	each		\$10.00
Color Graphics on Foam Board	square foot		\$20.00
Presentation Boards 30" X 40" Color Mounted	each		\$100.00
Presentation Boards 48" X 60" Color Mounted	each		\$175.00
Traffic Control			
Portable Message Board	day		\$500.00
Flashing Arrow Board	day		\$600.00
Law Enforcement/Uniform Officer (including vehicle)	hour		\$150.00
Attenuator trucks - (Lane/Shoulder Closure) (Includes labor, equipment and fuel)	day		\$1,600.00
Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel)	day		\$1,000.00
Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel)	day		\$5,150.00
Miscellaneous			
Backfill (off-site purchase)	CY	\$200.00	
Dashboard Mounted Video Camera System	per system		\$250.00
Light Tower	day		\$350.00
Steel Plate Rental	per day		\$50.00
Air Card / Hot Spot	each/month		\$35.00
Cellular Telephone & Data Plan	each/month		\$90.00

APPENDIX B - FEE SCHEDULE			
DIRECT EXPENSES			
RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS			
SERVICES TO BE PROVIDED	UNIT	FIXED COST	MAXIMUM COST
Computer/Laptop/Tablet rental and data plan	each/month		\$125.00
Boat with Motor	day		\$400.00
Backhoe Rental	day		\$1,500.00
Bulldozer Rental	day		\$3,000.00
Site Clearance	day		\$2,500.00
Railroad - Insurance in addition to STD Minimum Required (Minimum Coverage of \$1 Million required by RR)	each		\$2,500.00
Railroad - Permit	each		\$4,500.00
Railroad - Safety Training (If required - Heavy Rail Safety Training Certificate, includes Classroom training and employee certification card.)	per person		\$525.00
Railroad - Value Maps	per sheet		\$75.00
Railroad Flagger (Service provided by RR)	per day		\$1,600.00
Railroad Research (Provided by the Railroad)	per page		\$15.00
Rental Equipment - Gasoline Powered Auger	day		\$100.00
Profit not allowed on Other Direct Expenses.			
<p>For Cost Plus Fixed Fee, Specified Rate, and Unit Cost - Fixed cost items to be billed at the fixed cost rate. Documentation, such as a usage log, must be maintained for audit purposes, and may be required to be submitted as a basis for reimbursement. For items with a maximum cost, actual cost to be billed not to exceed the maximum shown. Expenses shown at a Current State Rate are billed at the rates that are in effect at the time that the expense is incurred. Itemized receipts must be maintained for audit purposes, and may be required to be submitted as a basis for reimbursement. For Lump Sum - Documentation is not required. Invoicing is paid according to the Table of Deliverables, and it includes labor, unit costs and other direct expenses.</p>			
<p>NOTE: For Cost Plus Fixed Fee, Specified Rate, and Unit Cost - Miscellaneous other direct expenses up to \$150 per unit will be reimbursed at cost if approved and documented in advance by the State's Project Manager. Miscellaneous other direct expenses greater than \$150 per unit will not be reimbursed unless a supplemental agreement to the contract and work authorization (if WAs are used) has been executed in advance, authorizing the miscellaneous other direct expenses. No more than \$5,000 in miscellaneous other direct expenses may be approved by the State's Project Manager over the life of this contract including prime provider and subproviders. For Lump Sum - This statement does not apply.</p>			

APPENDIX C
KEY PERSONNEL

APPENDIX C - KEY PERSONNEL

SCOPE OF SERVICES & KEY PERSONNEL	COMPANY
Project Management	
Robert Macheska, P.E., CFM	GDJ Engineering
David Anthony Garza	GDJ Engineering
Christopher Rodriguez, P.E., CFM	GDJ Engineering
Jesse Salinas	TEDSI Infrastructure
Feasibility Studies	
David Anthony Garza	GDJ Engineering
Robert Macheska, P.E., CFM	GDJ Engineering
Dr. Shahram Bohluli, PhD, P.E.	Gradient Systematics
Adam Kucharski, P.E.	Stanley Consultants
Project Initiation/Coordination	
Robert Macheska, P.E., CFM	GDJ Engineering
Christopher Rodriguez, P.E., CFM	GDJ Engineering
Timothy Juarez	Stanley Consultants
Environmental Investigations/Document Preparation	
Corina Argullin	GDJ Engineering
Deborah Dobson-Brown	Ama Terra Environmental
Claire Philips	Stanley Consultants
Megan Dusing	Stanley Consultants
PS&E/Design Services	
Christopher Rodriguez, P.E., CFM	GDJ Engineering
Craig Stong, P.E.	TEDSI Infrastructure
Jose Sanchez, P.E.	TEDSI Infrastructure
John Hernandez, P.E.	Camacho-Hernandez & Assoc.
Mike Garza, P.E., PTOE	Legacy Engineering Group
Ron Gibson, P.E.	Stanley Consultants
ROW Acquisition/Utilities	
Joseph Palacios	Brighton Group
Alicia Rodriguez	Brighton Group
David Anthony Garza	GDJ Engineering
Kurt Schumacher, RPLS	Kane Lindsey
Project Procurement/Contract Administration	
David Anthony Garza	GDJ Engineering

SCOPE OF SERVICES & KEY PERSONNEL	COMPANY
Construction Management & Inspection	
Joseph Palacios	Brighton Group
Eddie Ramirez	Brighton Group
Andres Palma, P.E.	Millenium Engineers Group
Dr. Thang Pham, PhD, P.E.	Millenium Engineers Group
Kurt Miller, P.E.	Stanley Consultants
Project Maintenance	
Christopher Rodriguez, P.E., CFM	GDJ Engineering
Eddie Ramirez	Brighton Group
Transportation Programming Services	
David Anthony Garza	GDJ Engineering
Project Funding Support & Compliance	
Robert Macheska, P.E.	GDJ Engineering
David Anthony Garza	GDJ Engineering
Timothy Juarez	Stanley Consultants

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 _____, 2022 (the “Agreement”), between the Cameron County Regional Mobility Authority (“Authority”) and GDJ Engineering, LLC (“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.

Authority: Cameron County Regional
Mobility Authority

GEC: GDJ Engineering, LLC

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

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

APPENDIX E

RFQ AND RFP RESPONSE

The RFQ and RFP Response are on file with the Authority and are incorporated by reference as if fully set forth herein.

**2-H CONSIDERATION AND OF AN INTERLOCAL AGREEMENT
BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY REGARDING AN
ADMINISTRATION BUILDING & PARKING LOT 10.**

STATE OF TEXAS)(
)(
CAMERON COUNTY)(

INTERLOCAL COOPERATION AGREEMENT

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

- 1. PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT:** To allow the CCRMA, to design the Cameron County Parks Administration Building and Parking Lot and complete any project development activities to develop the project to a Ready-to-Let Status for construction. This project has bond funds and venue tax funds for construction that will be utilized in a subsequent interlocal agreement for construction of the project.
- 2. PROJECT TO BE COMPLETED:** To design the Cameron County Parks Administration Building and Parking Lot to a Ready-to-Let Status.
- 3. CCRMA HEREBY AGREES TO:**
 - a. Utilize one of the CCRMA's consultants to develop engineering/design plans, coordinate any utility adjustments, and conduct environmental studies, if necessary.
 - b. Provide monthly progress reports of activities to the COUNTY.
 - c. Provide for consultations with the environmental agencies, if necessary.
 - d. To submit to Cameron County Parks Director, 30%, 60%, 90% and 100% design documents for submittal to Cameron County Commissioners Court for approval.
 - e. To invoice Cameron County Parks on a monthly basis for the County Parks Director to approve and submit for payment to the Cameron County Commissioners Court.
- 4. COUNTY HEREBY AGREES TO:**
 - a. To provide funding in the amount of \$148,045.14 for the design of the Cameron County Parks Administration Building and Parking Lot. Scope and Fees are outlined in Exhibit A.
 - b. To Approve the 30%, 60%, 90% and 100% design plans for the Cameron County Parks Administration Building and Parking Lot.
 - c. Utilize 2019 bond funds and Venue tax funds and any other current revenues for payment of services.
- 5. 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.**
- 6. Any payment made by either party will be made from current revenues of the paying party.**
- 7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CCRMA and COUNTY. The Interlocal Cooperation Agreement expires when the Projects are completed or a 30 day termination notice is given by either CCRMA or COUNTY.**

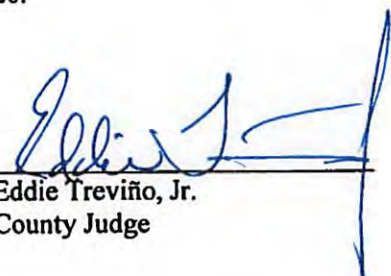
8. The Rules, Regulations and Orders of the CCRMA shall govern this Interlocal Cooperation Agreement and the Parties agree that the CCRMA shall supervise the performance of this Interlocal Cooperation Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.
9. The CCRMA and COUNTY hereby find that the foregoing goods and governmental functions and services are reasonably required for the Project and this Interlocal Agreement includes an agreement between the CCRMA and COUNTY pursuant to Tex. Gov't Code Section 791.025 to the extent applicable.
10. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the CAMERON COUNTY COMMISSIONERS COURT.

Executed on this 21 day of April, 2020.

Attested by:


Sylvia Garza-Perez
Cameron County Clerk




Eddie Treviño, Jr.
County Judge

Attested by:

Arturo A. Nelson
CCRMA Secretary

Frank Parker, Jr.
CCRMA Chairman

EXHIBIT A

Authority's Responsibilities

The following provides an outline of the services to be provided by the **Authority** in the development of the **Project** for this work authorization.

GENERAL

The **Authority** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and **Federal** agencies that the **Engineer** cannot easily obtain.
- (3) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain an agreed-upon work schedule.
- (4) Right of Entry
- (5) Survey already performed for Cameron County.
- (6) United States Coast Guard Coordination and approval for any encroachments and/or easements required.
- (7) Any permits for subject property. The **Engineer** shall identify all necessary permits from governmental authorities which will be needed to construct the **Project**. The **Authority** shall apply for all necessary permits except the building permit that the contractor will be responsible for. The authority shall pay all other applicable permit fees. The **Engineer** shall assist in obtaining said permits or approvals. All permits, except for Building Permits, will be obtained prior to Bidding.

EXHIBIT B

Services to be Provided by the Engineer

GENERAL DESCRIPTION

For this work authorization, Engineer shall perform activities for the design and construction plans of the **Cameron County Parks Administration Building and a Cameron County Parks Parking lot along PR 100 at the approach of the Isla Blanca Park, Cameron County, Texas.**

GENERAL DESCRIPTION

For this work authorization, S&BI shall perform activities for the development of the *final design including, plans, specifications, and estimates (PS&E), and bidding documents* for the following facilities:

**ADMINISTRATION BUILDING:
PARKING LOT:**

**WILL BE DESIGNED FOR 3,300 SF
WILL BE DESIGNED FOR 222 SPACES**

Data Collection:

The survey is to be provided by the Authority.

GEOTECHNICAL BORINGS AND INVESTIGATIONS

The **Engineer** shall determine the location of proposed soil borings for proposed foundation and proposed pavement structure.

1. The **Engineer** shall undertake the following drilling program:

Foundation borings:

2 Holes @ 40' depth

Parking Lot Borings***:

6 Holes @ 10' depth

Total 8 Borings

Total Linear Footage – 140 linear feet

2. All geotechnical work should be performed in accordance with the applicable industry standards. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures. All soil classification should be done in accordance with the Unified Soil Classification System.
3. The **Engineer** shall provide a signed, sealed and dated geotechnical report which contains, but is not limited to, soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions, analyses and recommendations for type of foundations and the pavement structure.
4. The **Engineer** shall sign, seal and date soil boring sheets to be used in the construction documents.

The project will be executed in phases as follows;

- 15%- Concept Development: Development of a preliminary concept for approval to proceed to design development or construction documents.

- **30%- Design Development:** Development of design development documents for approval to proceed to construction documents.
- **60%- Midpoint Documents:** Development of construction documents to a midpoint level of completion.
- **90%- Pre-Final Documents:** Development of construction documents to a pre-final level of completion.
- **100% - Final:** Signed and sealed set of documents for permit and construction.

The **Engineer** shall prepare, for approval by the **Authority**, Schematic Design Documents consisting of documents illustrating the scale of Project components and their basic relationship. These documents shall consist of the following:

- Preliminary Site Plan
- Preliminary Floor Plans with overall dimensions
- Preliminary Exterior Building Elevations
- Preliminary Building Section(s)
- Image Sketches and other such Graphics, as required for workshop presentations
- Project Narrative
- Statement of Probable Costs

The **Engineer**, upon the approval of the Schematic Design documents by the **Authority**, will continue to meet with the **Authority** representatives to develop the architectural, civil, structural, mechanical, and electrical systems. The Development Document Phase of the work will consist of the interior character and finishes. The **Engineer** will further develop the budget and make adjustments in the design using options in materials and finishes, and provide the **Authority** with an updated budget estimate. The **Engineer** will continue development of the detailed Construction Drawings and Specifications to construct the Project, including detailed architectural, civil, landscape, structural, mechanical, and electrical plans and specifications. A meeting with the Fire Marshal and Building Official will be held to review during this phase. The **Engineer** will develop and provide to the **Authority** an updated cost estimate

These CADD drafted documents shall consist of the following:

- Building Code Review Summary
- Site Plan
- Floor Plans
- Exterior Building Elevations
- Building Sections
- Typical Wall Section(s)
- Reflected Ceiling Plans
- Preliminary Finish Plans
- Window and Door Schedules
- Preliminary Structural, Mechanical, Electrical and Plumbing Engineering
- Outline Specification
- Updated Statement of Probable Costs

CONSTRUCTION DOCUMENT PHASE Based on the approved Design Development Documents, including revisions, the **Engineer** shall prepare, for approval by the **Authority** permitting and construction, Construction Documents setting forth the requirements for the

construction of the Project. The final Construction Documents will be prepared for approval by the **Authority** for bidding. Upon **Authority** approval of the completed Construction Documents, the **Engineer** shall assist the **Authority** and / or General Contractor in making application for the Building Permits, by providing clarification of the drawings and / or revisions required by government agencies having jurisdiction.

BIDDING / NEGOTIATIONS PHASE Following the **Authority's** approval of the Construction Documents ("Construction Documents" shall mean the entire contract for construction, including all addendums or alterations thereto, drawings and technical specifications, and the latest Statement of Probable Construction Cost) the **Engineer** shall assist the **Authority** in preparing bid specifications, evaluating bids, and preparing construction contracts. The **Engineer** will provide the **Authority** with bid-ready documents and assist in the selection of a contractor after bids are received. Services include but are not limited to, a review of contract proposals, review of contractor's submitted credentials, review of subcontractors' submitted credentials, analysis and recommendations to assist the **Authority** in their selection of a contractor. WINDSTORM and TDLR requirements are included in the **Engineers** scope.

Project Management

The **Engineer** shall perform the following management activities during the development of the project:

1. Prepare / manage WA, including recordkeeping, filing, administration, etc. and overall Quality Assurance / Quality Control (QA/QC).
2. Coordinate / prepare sub-provider WA and manage sub-consultants (3 sub-consultants projected).
3. Preparation of invoices and progress reports.
4. Research / review existing plans and data.
5. Monitor sub-providers' schedules on a monthly basis.
6. Organize and download electronic file deliverables.

Note:

Construction Management Services, Environmental reports, Environmental testing, investigation and documentation of hazardous materials, and Permitting new facilities are not included in this scope of work.

EXHIBIT C

Schedule of Work

The GEC will diligently pursue the completion of the Project as defined by the milestones and deliverable due dates.

The GEC will inform the Authority (in reasonable advance of the delay) should the GEC encounter delays that would prevent the performance of all work in accordance with the established schedule(s) of work.

NOTICE TO PROCEED -- Upon Execution

- | | | |
|---------------------------------------|---------|--------------|
| 1. Schematic Document Phase | 30 days | (1 Months) |
| 2. Design Document Phase | 45 days | (1.5 Months) |
| 3. Final Construction Documents Phase | 75 days | (2.5 Months) |
| 4. Bidding or Negotiation Phase | 30 days | (1 Month) |

Work Authorization Complete

January 31, 2021

PROJECT: Cameron County Administrative Bldg & Parking Lot
 CLIENT: CCRMA
 CONTRACT: CSJ
 COUNTY: Cameron County
 S & B JOB NO: U2716.220

04/16/20

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	Engineer (R/E)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS
		SCHEMATIC PHASE														
		Oversight of subcontractors	S & B	BASIC			4			4			2	10	\$1,908.86	
		Geotechnical Services and Report	L&G	SPECIAL										0	\$21,000.00	
		Schematic Documents Parking Lot	GMS	SPECIAL										0	\$6,327.00	
		Schematic Documents Admin Bldg	GMS	SPECIAL										0	\$8,642.50	
		Sub Total (- SCHEMATIC PHASE)			0	0	4	0	0	4	0	0	2	10		\$37,898.36
		DESIGN DOCUMENT PHASE														
		Oversight of subcontractors	S & B	BASIC			6			6			2	0	\$2,798.33	
		Design Development Documents Parking Lot	GMS	SPECIAL										0	\$12,654.00	
		Design Development Documents Admin Bldg	GMS	SPECIAL										0	\$17,325.00	
		Sub Total (- DESIGN DOCUMENT PHASE)			0	0	6	0	0	6	0	0	2	0		\$32,777.33
		CONSTRUCTION DOCUMENTS PHASE														
		Oversight of subcontractors	S & B	BASIC			10			10			4	24	\$4,707.16	
		Construction Documents Parking Lot	GMS	SPECIAL										0	\$16,872.00	
		Construction Documents Admin Bldg	GMS	SPECIAL										0	\$23,100.00	
		Sub Total (- CONSTRUCTION DOCUMENTS PHASE)			0	0	10	0	0	10	0	0	4	24		\$44,679.16
		BIDDING PHASE														
		Oversight of subcontractors	S & B	BASIC			4			4			2	10	\$1,908.86	
		Construction Documents Parking Lot	GMS	SPECIAL										0	\$6,327.00	
		Construction Documents Admin Bldg	GMS	SPECIAL										0	\$8,642.50	
		Sub Total (- BIDDING PHASE)			0	0	4	0	0	4	0	0	2	10		\$16,858.36
		Project Administration and Coordination														
		Project Coordination Meetings	S & B	BASIC			12			12				24	\$5,316.64	
		Prepare Prop. Meetings Notes	S & B	BASIC									12	12	\$779.88	
		Cameron County RMA Project Coordination	S & B	BASIC			12							12	\$3,299.88	
		Sub Total (- Project Administration and Coordination)			0	0	24	0	0	12	0	0	12	48		\$9,416.40
		LABOR TOTALS														
		Total Hours	MULTIPLIER		0	0	48	0	0	36	0	0	24	92		\$141,629.38
		CONTRACT RATES - \$/MAN HOUR	1.7117		293.96	243.79	214.93	185.00	110.04	169.72	145.30	99.99	64.99			
		BASE RATES - \$/MAN HOUR			79.63	66.78	72.91	49.05	29.17	45.00	30.43	26.51	17.23			
	160	NON LABOR														
		WINDSTORM	GMS	SPECIAL											\$4,500.00	
		TOLR Review	GMS	SPECIAL											\$1,400.00	
		Outside reproduction 4 submittals @ \$15 submittal	S & B	SPECIAL											\$600.00	
		Travel - Message Project Site Visits	S & B	SPECIAL	Message per mp -	1.00	Trips -	2		Message Rate \$/mi -	5	0.335			\$115.56	
		Sub Total (F.C. 160)														\$6,415.56
		NON LABOR TOTAL													\$6,415.56	
		BASIC SERVICE TOTAL													\$ 20,739.58	
		PROJECT TOTAL														\$148,045.14

4/16/2020

2-I CONSIDERATION AND APPROVAL OF AN AMENDED INTERLOCAL AGREEMENT BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY REGARDING AN ADMINISTRATION BUILDING & PARKING LOT, MAINTENANCE WAREHOUSE, REGISTRATION OFFICE, PARKING LOT 10, TOLL GANTRY/TOLL BOOTHS AT ISLA BLANCA PARK.

STATE OF TEXAS)
)
 CAMERON COUNTY)

AMENDED INTERLOCAL COOPERATION AGREEMENT

THIS AMENDED INTERLOCAL COOPERATION AGREEMENT (“Amended Interlocal Cooperation Agreement”) is entered into by and between the CAMERON COUNTY, TEXAS, hereinafter referred to as “COUNTY”, and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as “CCRMA”, pursuant to V.T.C.A., Government Code, and Chapter 791, whereby:

WHEREAS, the CCRMA is a regional mobility authority created pursuant to the request of COUNTY and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the “RMA Rules”); and

WHEREAS, the CCRMA, and the COUNTY, are each units of “local government” as defined in TEX. GOV’T CODE § 791.003(4); and

WHEREAS, Chapter 791 of the Texas Government Code provides that local governments may contract with each other for the performance of governmental functions and services, administrative functions as well as the purchase of goods and services in which the contracting parties are mutually interested; and

WHEREAS, the CCRMA and the COUNTY hereby find that this Amended Interlocal Cooperation Agreement will increase the efficiency and effectiveness of the CCRMA and the COUNTY, as contemplated by TEX. GOV’T CODE § 791.001; and

WHEREAS, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the COUNTY and the CCRMA hereby find that the services pursuant to this Interlocal Agreement are reasonably required and that this Interlocal Agreement includes an agreement between the CCRMA and the COUNTY pursuant to TEX. GOV’T CODE § 791.025 to the extent applicable; and

WHEREAS, on April 21, 2020 Cameron County and the Cameron County Regional Mobility Authority entered into an Interlocal Agreement Number 2020C0414, and on January 07, 2020 entered into Interlocal Agreement 2020C01007, whereby the CCRMA would provide engineering, design, architectural and construction management services for several projects at the Cameron County Parks System.

NOW, THEREFORE, the COUNTY and the CCRMA agree to amend Interlocal Agreement Number 2020C04141 to add the following projects:

1. Cameron County Parks System Administration Building and Parking Lot, Maintenance Warehouse, Registration Office, Parking Lot 10, Toll Gantry/Toll Booths at Isla Blanca Park. Funding for Engineering and construction will be provided by Cameron County Parks System.

2. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Amended 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.
3. Any payment made by either party will be made from current revenues of the paying party. The funds for the above-mentioned work will be provided by the COUNTY. The CCRMA and COUNTY hereby find that the foregoing goods and services are reasonably required for the Cameron County Parks System Projects.
4. This Amended Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the COUNTY and, CCRMA. This Amended Interlocal Cooperation Agreement expires upon the first to occur of when the Projects are completed, or a 30-day termination notice is given by either COUNTY and CCRMA.
5. The Rules, Regulations and Orders of the CCRMA shall govern this Amended Interlocal Cooperation Agreement and the Parties agree that the CCRMA shall supervise the performance of this Amended Interlocal Cooperation Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.
6. This Amended Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY COMMISSIONERS COURT and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS.

Executed on this _____ day of _____, 2021.

Attested by: _____
Eddie Treviño, Jr.
County Judge

Sylvia Garza Perez
County Clerk

Frank Parker, Jr.
CCRMA Chairman

Arturo A. Nelson
Secretary

**2-J CONSIDERATION AND APPROVAL TO AWARD BID NUMBER 2021 –
006 TO PEACOCK GENERAL CONTRACTORS, INC. AND TO
APPROVE A CONTRACT BETWEEN THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY AND PEACOCK GENERAL
CONTRACTORS, INC. FOR THE PEDRO “PETE” BENAVIDES PARK
PAVILION.**



GMS ARCHITECTS

January 12, 2022

Alejandro Garcia, Construction Manager
Cameron County RMA
3461 Carmen Avenue
Rancho Viejo, Texas 78575

Re: Cameron County Regional Mobility Authority
Cameron County Benavides Park Pavilion
Project # 2021-C2003421

Dear Mr. Garcia:

Enclosed is the Bid Tabulation for the above referenced project.

We have reviewed the bids and find them to be in order. We recommend the bid be awarded to the low bidder Peacock General Contractors, Inc. for the base bid amount only of \$645,000.00.

If you should have any questions, please contact me.

Sincerely,

RUDY V. GOMEZ, AIA
ARCHITECT – PLANNER

RVG:sh
Encl.

BID TABULATION

**Cameron County Regional Mobility Authority
Cameron County Benavides Park Pavilion
Project # 2021-C2003421
Brownsville, Texas
January 12, 2022**


2-K CONSIDERATION AND ACTION TO SELECT NOBLE TEXAS BUILDERS, LLC AS THE RESPONDENT SUBMITTING THE PROPOSAL OFFERING THE BEST VALUE FOR THE CCRMA AND TO AUTHORIZE CONTRACT NEGOTIATIONS WITH NOBLE TEXAS BUILDERS, LLC PURSUANT TO RFQ 2021-005 FOR CONSTRUCTION MANAGER-AT-RISK FOR THE CAMERON COUNTY PARKS ADMINISTRATION BUILDING AND WAREHOUSE.



IMPROVING MORE THAN JUST ROADS

MEMORANDUM

To: Board of Directors

From: Pete Sepulveda, Jr. 
Executive Director

Date: January 20, 2021

Subj: Item 2K

On November 18, 2021, the CCRMA Board of Directors approved the shortlisted respondents for the RFQ for the Construction Manager at Risk for the Cameron County Parks System Administration Building and the Cameron County Parks System Warehouse Building. An RFP was requested from the shortlisted respondents and proposals were received on December 16, 2021.

The CCRMA evaluation committee reviewed said proposals and is recommending selecting Noble Texas Builders, LLC as the Respondent submitting the proposal offering the best value for the CCRMA and to authorize contract negotiations with Noble Texas Builders, LLC pursuant to RFQ 2021-005 for Construction Manager-at-Risk for the Cameron County Parks Administration Building and Warehouse.

**2-L CONSIDERATION AND APPROVAL OF AN AGREEMENT BETWEEN
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
CALIFORNIA DEPARTMENT OF MOTOR VEHICLES.**

INFORMATION SERVICES PROGRAM

GOVERNMENT REQUESTER ACCOUNT APPLICATION

PART I APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

DMV USE ONLY		
REQUESTER CODE	EXPIRATION DATE	TECH ID

SECTION A. TYPE OF APPLICATION

CHECK ONE (1) BOX ONLY:

- ☒ **Original** — Complete ALL SECTIONS — DMV will assign Requester/Parking/Court Code.
- ☐ **Change(s)** to Existing Account — Complete Sections A, B and C, and all applicable sections where information is changing. Provide signature in Part II, Section F. Provide current Requester/Parking/Court Code(s): _____
- ☐ **Renewal** — Complete ALL SECTIONS — Provide current Requester/Parking/Court Code(s): _____

IMPORTANT: TO AVOID PROCESSING DELAYS, PLEASE READ ALL INSTRUCTIONS PRIOR TO COMPLETING FORM.

SECTION B. AGENCY INFORMATION

1. NAME OF AGENCY		2. DIVISION/PROGRAM THAT WILL REQUEST DEPARTMENT INFORMATION	
3. AGENCY WEBSITE ADDRESS OR INDICATE "NONE"		4. FAX NUMBER	
5. NAME AND TITLE OF THE PERSON FOR DMV CONTACT		6. TELEPHONE ()	7. E-MAIL ADDRESS
8. STREET ADDRESS (PHYSICAL LOCATION) STREET	CITY	COUNTY	STATE ZIP
9. MAILING ADDRESS OR INDICATE "SAME"		10. RECORD STORAGE PHYSICAL ADDRESS	

SECTION C. TYPE OF AGENCY

1. CHECK APPROPRIATE BOX FOR THE TYPE OF GOVERNMENT AGENCY (CHECK ONLY ONE):

- ☐ Federal ☐ State ☐ City ☐ County ☐ Special District ☐ Other: _____ DESCRIBE

2. IS THIS ACCOUNT BEING ESTABLISHED BY A GOVERNMENT ENTITY EXCLUSIVELY FOR USE BY ONE OF THE FOLLOWING?

- ☐ Yes, check appropriate box. ☒ No, go to Section D.

CALIFORNIA APPLICANTS

- ☐ "Peace Officers" as described in California Penal Code §830.1 through 830.5. Identify Section #: _____
- ☐ City Attorney prosecuting misdemeanor actions under Government Code Section 41803.5.

ANY STATE OR FEDERAL APPLICANT

- ☐ Attorney General ☐ District Attorney ☐ Public Defender ☐ Public Defender's Investigator
- ☐ Government employees having statutory authority to carry firearms **AND** execute warrants **AND** make arrests. Identify Statutory Authority; Code and Section #: _____

SECTION D. PURPOSE OF ACCOUNT — Check one purpose only (Continued on Page 2)

1. ☐ **EPN (Employer Pull Notice)** – Check this box if you are enrolling employees in the EPN program. For more information about the EPN program and to obtain enrollment forms, go to www.dmv.ca.gov and "Search" for EPN General Information.
2. ☐ **UPDATE AND INQUIRY** – If your Agency is applying for authorization to update DMV records (i.e., courts, parking/toll, revenue recovery, etc.), check this box. Explain the purpose of updating DMV records (space provided below):

<p>a. <input type="checkbox"/> Vehicle/Vessel Registration (VR)</p> <p>PURPOSE OF UPDATE:</p>	<p>DMV USE ONLY</p> <p>Purpose Approved?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>b. <input type="checkbox"/> Driver License/Identification Card (DL)</p> <p>PURPOSE OF UPDATE:</p>	<p>DMV USE ONLY</p> <p>Purpose Approved?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

SECTION D. PURPOSE OF ACCOUNT (Continued from Page 1)

3. ☒ **INQUIRY ONLY** – If your Agency is applying for authorization to request and obtain DMV record information in order to carry out your governmental functions, check this box. Explain the purpose of inquiry below:

a. <input checked="" type="checkbox"/> Vehicle/Vessel Registration (VR) PURPOSE OF INQUIRY: To notify correct vehicle owners of vehicular violations issued to a vehicle registered to them at the time of ownership.	DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is residence address necessary to perform this function? <input type="checkbox"/> Yes <input type="checkbox"/> No	
b. <input type="checkbox"/> Driver License/Identification Card (DL/ID) PURPOSE OF INQUIRY:	DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is residence address necessary to perform this function? <input type="checkbox"/> Yes <input type="checkbox"/> No	
c. <input type="checkbox"/> Financial Responsibility (FR) - Available in paper/hardcopy only — See Instructions for more information. PURPOSE OF INQUIRY:	DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is residence address necessary to perform this function? <input type="checkbox"/> Yes <input type="checkbox"/> No	
d. <input type="checkbox"/> Occupational License (OL) PURPOSE OF INQUIRY:	DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is residence address necessary to perform this function? <input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION E. ACCESS METHOD(S) — Check ALL That Apply

- ☐ **Paper/Hardcopy** - Manual Process (Allow 7 to 14 working days)
- ☐ **Cartridge Tape** (IBM Compatible, 3480 non-compressed or 3490 compressed) - Batch (Overnight plus mail time) - **Renewals Only**
- ☒ **File Transfer Protocol (FTP)** via Virtual Private Network (VPN) - Batch (Overnight)
- ☐ **On-Line - (Requires Network Connection) COMPLETE SECTION F.**
- ☐ **CLETS - If you are applying for a requester code in order to obtain access through the CA Law Enforcement Telecommunications System (CLETS), check this box.**

SECTION F. ON-LINE APPLICANTS ONLY — DO NOT COMPLETE FOR CLETS ACCESS

1. HOURS OF ON-LINE ACCESS:

Days _____ Hours _____ A.M. TO _____ P.M.

2. NAME OF DATA CENTER (I.E., DTS OR CITY/COUNTY DATA CENTER, etc.)

NAME AND TITLE OF THE DATA CENTER TECHNICAL COORDINATOR		TELEPHONE #	DATA CENTER WEBSITE ADDRESS	
STREET ADDRESS (PHYSICAL LOCATION)		CITY	COUNTY	STATE ZIP CODE
MAILING ADDRESS (IF DIFFERENT)		CITY	COUNTY	STATE ZIP CODE
3. NAME AND TITLE OF INFORMATION SECURITY OFFICER		TELEPHONE #	E-MAIL ADDRESS	
NAME AND TITLE OF ACCESS CONTROL ADMINISTRATOR		TELEPHONE #	E-MAIL ADDRESS	
STREET ADDRESS (PHYSICAL LOCATION)		CITY	COUNTY	STATE ZIP CODE
MAILING ADDRESS (IF DIFFERENT)		CITY	COUNTY	STATE ZIP CODE

**INFORMATION SERVICES PROGRAM
AGENT AUTHORIZATION**

APPROVED REQUESTER

NAME OF APPROVED REQUESTER

PHYSICAL ADDRESS (STREET) CITY STATE ZIP CODE)

NAME OF CONTACT PERSON TELEPHONE NUMBER REQUESTER CODE
()

AGENT

NAME OF SOLE OWNER, PARTNERSHIP, LLP, LLC, CORPORATION OR ASSN

Law Enforcement Systems LLC, a Duncan Solutions company

PHYSICAL ADDRESS (STREET) CITY STATE ZIP CODE)

633 West Wisconsin Avenue, STE 1600 Milwaukee WI 53203

NAME OF CONTACT PERSON TELEPHONE NUMBER AGENT REQUESTER CODE
Mike Carneiro (414)379-7918 AH135

1. The above named approved Requester ("Requester") hereby authorizes the above named "Agent" to access Department of Motor Vehicle (DMV) record information on its behalf in order to perform a specified business function. The Agent, as evidence of this authorization, shall provide a copy of this authorization to the DMV. A copy of the agreement between the Requester and the Agent shall be made available to the DMV upon request.
The Requester authorizes the Agent to use DMV information only for the purpose(s) as specified on the Requester's approved requester account application.
2. The Requester acknowledges that misuse or compromise of their assigned requester code by the Agent could result in inactivation of their regular requester code. Requester has the option of allowing Agent to use Requester's current requester code, or have a separate code issued for specified Agent activity. If a separate Requester code is desired, a new application must be completed and returned to the DMV. Requester should contact the Account Processing Unit at (916) 657-5564 for information or application forms.
3. (a) Requester acknowledges that utilizing an Agent does not absolve the Requester of any responsibility for compliance with the provisions of Section 1808.21 et al. of the California Vehicle Code.
(b) Requester also acknowledges that the information obtained cannot be used for the purposes of direct marketing and will instruct the Agent of this restriction.
4. Requester agrees to notify DMV, in writing, at least two weeks prior to terminating the services of the Agent. Notices should be sent to:

**Department of Motor Vehicle
Account Processing Unit – MS-H221
P.O. Box 944231
Sacramento, CA 94244-2310
(916) 657-5564**

5. If the Requester becomes aware of misuse of DMV information by the Agent, Requester must notify the DMV's Policy and Information Privacy Section immediately at (916) 657-5583.
6. RESIDENCE ADDRESS INFORMATION

Requester acknowledges that, pursuant to California Vehicle Code Section 1808.21, any residence address contained within any California DMV record is confidential information. Requester has also read and understands the following provisions of California Vehicle Code Section 1808.47:

"Any person who has access to confidential or restricted information from the department shall establish procedures to protect the confidentiality of those records. If confidential or restricted information is released to any agent of a person authorized to obtain information, the person shall require the Agent to take all steps necessary to ensure confidentiality and prevent the release of any information to a third party. No Agent shall obtain or use any confidential or restricted records for any purpose other than the reason the information was requested."

Requester understands, acknowledges, and will instruct Agent that any failure to maintain confidentiality is both civilly and criminally punishable pursuant to CVC Sections 1808.45 and 1808.46 and the federal Driver's Privacy Protection Act (18 USC 2721-2725).

7. CERTIFICATION OF APPROVED REQUESTER

EXECUTED AT:	CITY	COUNTY	STATE
SIGNATURE OF AUTHORIZED REPRESENTATIVE		DATE	
PRINTED NAME OF AUTHORIZED REPRESENTATIVE		TITLE	

DMV APPROVAL

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
SIGNATURE (DMV REPRESENTATIVE)

X

IMPORTANT

Information provided on this form is public record, unless expressed otherwise in statute.

No confidential information will be released to the general public.

Applicant must retain a copy of this authorization for their records.

Mail to: Department of Motor Vehicles
Accounts Processing Unit – MS H221
PO Box 944231
Sacramento, CA 94244-2310

Physical Address:
Department of Motor Vehicles
Accounts Processing Unit – MS H221
2570 24th Street
Sacramento, CA 95818

5. Access terminals and modems shall not be left unattended while in active session unless secured by a locking device that prevents entry or receipt of information, or are placed in a locked room that is not accessible to unauthorized persons.
6. Video terminals, printers, hardcopy printouts, or any other form of duplication of Department approved records that are located in public access areas shall be placed so that the records shall not be viewed by the public or other unauthorized persons.
7. All information received from the Department's files must be destroyed once its legitimate use has ended. The method of destruction for the Department's records will be conducive to the type of record requested and in a manner that cannot be reproduced or identified in any physical or electronic form.
8. Requester shall not disclose its' Department assigned requester code, either orally or in writing, to anyone who is not in the direct employ of the Requester and has not signed the Information Security Statement (INF 1128) other than a Department approved Service Provider (Vendor or Agent).
9. Requester shall not sell, retain, distribute, provide or transfer any record information or portion of the record information acquired under this Agreement except as authorized by the Department.

D. RESIDENCE ADDRESS ACCESS AUTHORITY

1. Requester shall protect the confidentiality of any residence address received from Department records pursuant to CVC §1808.47. Requester's employees shall not obtain or use any confidential or restricted records for any purpose other than the reason set forth and authorized by the Department.
2. Requester may release residence or mailing address information to an individual, other than an employee, who is acting on behalf of the Requester provided an agreement acknowledging the confidentiality of residence address information pursuant to CVC §1808.47 is signed by the individual with whom the Requester has contracted services.

E. AUDIT

1. Requester's documentation supporting the reason for inquiry, including but not limited to, transaction details, and computer software/programs maintained for the purposes defined in this Agreement, shall be subject to inspection, review, or audit by the Department or its designee for a period of two years from the date of the request.
2. Requester agrees to accommodate Department's request for an inspection, review or audit immediately upon request from the department or the department's representative and to allow on-site audits during regular business hours.

F. SIGNATURE REQUIREMENTS

I hereby acknowledge that I am an authorized representative of the agency named in Part I, Section B and have been designated as the person responsible for compliance with the statutes and regulations pertaining to access and use of Department record information. I have read and agree to the provisions contained herein and shall be responsible for the orientation, training, and supervision of persons authorized to access Department record information.

I understand that false or misleading answers are cause for denial of an Agreement and/or termination of any access agreement granted. I understand that if this application for requester account is approved, I will be required to conform to the statements presented within. This Agreement specifies the terms and conditions of our relationship. Any deviations will be considered by DMV as misuse and may result in both revocation of the account and refusal of subsequent applications. I understand that according to provisions of the California Vehicle Code Section 1808.45, the willful, unauthorized disclosure of information from any department record for a purpose other than the one stated in the request, or the use of any false report to obtain information from any department record, or the sale or other distribution of the information to a person or organization not disclosed in the request is a misdemeanor, punishable by a fine not exceeding \$5,000 or by imprisonment in the county jail not exceeding one year, or both fine and imprisonment.

I understand that according to provisions of the California Vehicle Code Section 1808.46, any person holding a requester code who directly or indirectly obtains information from the Department of Motor Vehicles using false representations or distributes restricted or confidential information to any person or uses the information for a reason not authorized or specified in this application is liable to the Department of Motor Vehicles for civil penalties up to \$100,000 and shall have their requester code privileges suspended for a period up to five (5) years or revoked.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PRINT NAME AND TITLE OF GOVERNMENT OFFICIAL OR AUTHORIZED REPRESENTATIVE				DAYTIME TELEPHONE NUMBER ()
SIGNATURE OF GOVERNMENT OFFICIAL OR AUTHORIZED REPRESENTATIVE	CITY	COUNTY	STATE	DATE

X

APPROVED BY DEPARTMENT OF MOTOR VEHICLES REPRESENTATIVE:

PRINT NAME AND TITLE	DATE
----------------------	------

SIGNATURE

X

WHERE TO MAIL YOUR APPLICATION AND SUPPORTING DOCUMENTS

ALL AGENCIES (Except Parking/Toll Agencies)

mail to:

Department of Motor Vehicles
Account Processing Unit – MS H221
PO Box 944231
Sacramento, CA 94244-2310
(916) 657-5564


PARKING AND TOLL AGENCIES ONLY,

mail to:

Department of Motor Vehicles
Justice & Government Liaison Branch
Attn: Parking Coordinator – MS H171
PO Box 932345
Sacramento, CA 94232-3450
(916) 657-7732

PART II AGREEMENT – PLEASE READ EACH SECTION CAREFULLY

A. GENERAL PROVISIONS

1. This Application/Agreement, hereinafter referred to as "Agreement," is between the State of California, Department of Motor Vehicles (DMV), hereinafter referred to as the "Department," and the Government Agency identified in Part I, hereinafter referred to as the "Requester," for the purpose of the Department providing information from its files for Government Agency use.
2. The term of this Agreement shall be for forty eight (48) months from the approval date and renewable at forty eight (48) month intervals thereafter.
3. This Agreement is subject to any restrictions, limitations, or provisions enacted by the California State Legislature which may affect the provisions or terms set forth herein. The Requester is required to comply with the applicable statutes of the California Vehicle Code (CVC), California Code of Regulations (CCR) Title 13, and United States Code Title 18.
4. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. No oral understanding or agreement, not incorporated herein, shall be binding on either party.
5. Requester shall not represent themselves as agents/employees of the Department. For the purposes of this Agreement, the "Requester" includes the Requester's employees, unless the context provides otherwise.
6. **(Applies to Federal Government and Out-of-State Agencies/Requesters)**—"The Requester agrees to pay for any loss, liability or expense, including attorney fees, expert witness fees and court costs, which arises out of or relates to the Requester's acts or omissions regarding its obligations hereunder, where a final determination of liability on the part of the Requester is established by a court of law or where settlement has been agreed to by the Requester. This provision may not be construed to limit the Requester's rights, claims, or defenses which arise as a matter of law or under any other provision of this Agreement. This provision may not be construed to limit the sovereign immunity of the Requester."
7. This Agreement is not assignable by the Requester, either in whole or in part, without prior written consent of the Department.
- 8a. Any promotional or informational material related to accessing the Department's records shall be accurate and consistent with the terms of this Agreement and shall only contain factual statements relating to the purpose and condition of access.
- b. Requester shall not use the logogram  in any advertising or other agency business materials used in the business of the Requester. Advertising shall neither state nor imply that there is any official connection between the Department and the Requester, or that the Department has sanctioned or approved of either the advertisement or the Requester's service.
- 9a. If the Authorized Representative, designee responsible for the administration of the account, the DMV contact person, agency address, or any other changes of information occur in Part I of this Agreement, notification shall be submitted, in writing, within ten (10) business days on Government Requester Account Application (INF 1130) or Agency Letterhead to the following address:
Department of Motor Vehicles, Account Processing Unit—H221, P.O. Box 944231, Sacramento, CA 94244-2310
- b. Requester shall notify the Account Processing Unit, in writing, (see address in 9a) within ten (10) business days of any intended or actual closure of the Government Agency Requester Account.

B. INFORMATION USE

1. Requester shall not use Department records for any purpose except for that which has been approved by the Department in Part I.
2. When a non-law enforcement agency receives information from Department records that indicates a vehicle or vessel has a Department of Justice (DOJ) "stop," Requester shall immediately notify local law enforcement of its location, if known.
3. Pursuant to California Government Code §3, Chapter 17.25 (commencing with §7284,) federal, state or local law enforcement agencies shall not use any non-criminal history information contained within these databases for immigration enforcement purposes. 'Immigration enforcement' includes any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal civil immigration law, and also includes any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal criminal immigration law that penalizes a person's presence in, entry, or reentry to, or employment in, the United States. [Government Code §7284.4, subd. (f)]. This restriction does not pertain to any information that is regarding a person's immigration or citizenship status pursuant to 8 U.S.C. §1373 and §1644.

C. GENERAL SECURITY REQUIREMENTS

1. Requester shall maintain the security and integrity of the information it receives. A violation of any provision(s) of the Agreement, whether by omission or commission, may result in suspension or termination of service to Requester.
2. Requester shall ensure compliance with all the security provisions of this Agreement. If misuse or inappropriate access is suspected or confirmed, Requester shall notify the Department's Information Services Branch, Policy and Information Privacy Section, by telephone, at (916) 657-5583 within one (1) business day. A written notification containing all facts therein shall be prepared by the Requester within three (3) business days and mailed to the Department at the following address:
Department of Motor Vehicles, Information Services Branch, Policy and Information Privacy Section—H225, P. O. Box 942890, Sacramento, CA 94290-0890
3. In the event of any breach of the security of the Requester's system or database containing the personal information of California residents, the Requester shall bear all responsibility for providing notice of the breach to the affected residents as required by California Civil Code Section 1798.29. The Requester shall bear all costs associated with providing this notice. In addition, the Requester agrees to comply with all federal and California state law, including all of the provisions of the California statutes and Title 13 of the California Code of Regulations.
- 4a. Requester shall require every employee and the system administrator having direct or incidental access to Department records to sign a copy of the Information Security Statement (INF 1128). The INF 1128 is required upon initial authorization for access to Department records and annually thereafter. The Requester's signed statement(s) shall be maintained on file at Requester's work site for at least two years following the deactivation or termination of the authorization and shall be available to the Department upon demand.
- b. Requester shall restrict the use and knowledge of requester codes and operational manuals to employees who have signed an Information Security Statement (INF 1128).
- c. Requester shall maintain a current list of names of persons authorized to access Department records. This list shall be available to the Department upon demand.



INFORMATION SERVICES BRANCH
INFORMATION SECURITY STATEMENT

To be completed by any individual having access to DMV record information. Annual re-certification is required. (See reverse)

By signing this form, the undersigned represents that he/she has read and understands the same, agrees to its contents and realizes the penalties for non-compliance to its terms.

The California Department of Motor Vehicles (CA DMV) collects information from the public to administer the various programs for which it has responsibility. CA DMV is committed to protect this information from unauthorized access, use, or disclosure. The following have been adopted to address commercial and governmental users responsibilities for handling and protecting information obtained from the CA DMV. I understand the following are my responsibilities:

1. I may access information only when necessary to accomplish the responsibilities of my employment. I may not access or use information from the CA DMV for personal reasons. (Examples of inappropriate access or misuse of CA DMV information include, but are not limited to: making personal inquiries or processing transactions on my own records or those of my friends or relatives; accessing information about another person, including locating their residence address, for any reason that is not related to my job responsibilities.)
2. I may disclose CA DMV information only to individuals who have been authorized to receive it through the appropriate procedures as regulated by CA DMV. Requesters of information must complete the appropriate forms, submit them to CA DMV as specified, and pay all applicable fees. In the case of confidential or personal information, a proper accounting of all disclosures must be made and the subject must be notified in accordance with statute and CA DMV directives. (Examples of unauthorized disclosures include, but are not limited to: telling someone the address of another person when it is not an authorized disclosure or part of my job responsibilities.)
3. To keep the requester code and/or password confidential, I must take reasonable precautions to maintain the secrecy of any requester code and/or my password. Reasonable precautions include, but are not limited to, not telling or allowing others to view my password or requester code; securing my terminal with a locking device if one has been provided; storing user documentation to sensitive programs in a secure place; to destroy CA DMV information in a manner that it cannot be reproduced or identified in any physical or electronic form; and reporting any suspicious circumstances or unauthorized individuals I have observed in the work area to my supervisor, if applicable.
4. To promptly notify your manager or supervisor of any indication of misuse or unauthorized disclosure of information obtained from CA DMV.

Federal law states:

"Any person who knowingly obtains, discloses, or uses personal information from a motor vehicle record for a purpose not permitted under the Driver's Privacy Protection Act (Title 18 of the United States Code, Section 2721 – 2725), shall be liable to the individual to whom the information pertains, who may bring a civil action in a United States district court.

I certify under penalty of perjury, under the laws of the State of California, that I have read and understand the security policies stated above. I understand that failure to comply with these policies and regulations may result in disciplinary action in accordance with state and federal laws and regulations, and/or civil or criminal prosecution in accordance with applicable statutes. I further understand that I may undergo disciplinary action from my employer up to and including termination from employment.

EXECUTED AT	CITY	COUNTY	STATE	ZIP CODE
SIGNATURE X			DATE	
PRINTED NAME OF SIGNATORY				
GOVERNMENT OR COMMERCIAL ENTITY REPRESENTATIVE		NAME OF GOVERNMENT OR COMMERCIAL ENTITY		

This form must be completed upon presentation and re-certified annually and **RETAINED AT THE WORKSITE** of the Requester Account Holder with a current list of those authorized direct or incidental record access for the life of the account and for two years following the deactivation or termination of the account. This completed form and list must be made available upon request to DMV audit staff.

ANNUAL RE-CERTIFICATION

I have read and understand the security policies stated within the Information Security Statement. I understand that failure to comply with these policies may result in disciplinary action in accordance with Section 19572 of the government Code, federal laws and regulations, and/or civil or criminal prosecution in accordance with applicable statutes.

[illegible]

**2-M CONSIDERATION AND APPROVAL OF AN AGREEMENT BETWEEN
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
COMMONWEALTH OF VIRGINIA DEPARTMENT OF MOTOR
VEHICLES.**

GOVERNMENT INFORMATION USE APPLICATION

*** NOTICE TO OUR CUSTOMERS ***

Effective September 1, 2022, all initial Information Use and renewal applications must be submitted electronically to Use Agreement Services (UAS). This is mandated by the *Code of Virginia* §46.2-216.1. Please visit our website at <https://www.dmv.virginia.gov/#/> for more information under the Notices tab. Should you have any questions or concerns regarding this matter, please contact UAS by email at useagreement@dmv.virginia.gov or by phone at (804) 474-2294.

PURPOSE: This application must be used when applying for, making changes to, or renewing an existing Government Use Agreement with the Department of Motor Vehicles (DMV). A Use Agreement is needed when obtaining driver, vehicle, and/or personal information from DMV's record database.

INSTRUCTIONS:

1. Complete in ink or type. If you downloaded this application from DMV's web site you may complete it online. However, you must print the form, sign it and include attachments. Form US 532C provides information about DMV's information-use criteria that may assist you in completing Section J. Form US 532C is available at www.dmvNOW.com.
2. According to § 46.2-208(B), the legal authority establishing the official function(s) for which a government entity is requesting information must be established.
3. Complete **all** parts of the application. Be as specific as possible. If additional space is needed, attach additional pages. Write N/A beside any part(s) or question(s) that do not apply.
4. Have an authorized agent or representative of the applicant sign and date the application. **Unsigned or incomplete applications cannot be processed and will be returned to the applicant.**
5. If also completing an Application for Extranet Transaction Access, complete and attach form US 532 E/ER. with this application.
6. Mail the completed application and supporting documents to the address below.

Use Agreement Services
Virginia Department of Motor Vehicles
Post Office Box 27412
Richmond, Virginia 23269-0001
FAX: 804-367-2536

SPECIAL APPLICATION NOTES AND PROVISIONS

- ▶ This application is subject to change based on changes in state or federal laws, rules, and regulations governing access and use of the requested information.
- ▶ By submitting this application, the applicant agrees to comply with all federal and state statutes, rules and regulations and all DMV policies pertaining to personal information disseminated by DMV. Applicants are subject to the provisions of and should be familiar with the following: the Virginia Code §§ 2.2-3800 through 2.2-3809 and §§ 46.2-208, 46.2-209 and 46.2-210; the federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. §§ 2721 through 2725; the Fair Credit Reporting Act, Public Law 91-508.
- ▶ Violation of the state laws concerning use of DMV information and files is punishable under state law as a Class 4 misdemeanor. Violation of federal Driver's Privacy Protection Act (DPPA), Law 91-508 (Fair Credit Reporting Act), and the provisions therein is punishable by a fine up to \$5,000 or two years imprisonment or both.
- ▶ Applications with false, misleading, or otherwise deceptive information will not be processed and may be grounds for criminal prosecution under state and federal law.

The following are standard requirements of a DMV Government Information Use Agreement:

- ▶ All automated systems access users shall, at their own expense, comply with and maintain compliance with all Commonwealth of Virginia IT security policies, standards, and guidelines, including and revisions, amendments, and/or successors thereto. All automated systems access users shall make all necessary modifications to comply with and maintain compliance with all revisions, updates, modifications, and/or successors to such policies, standards, and guidelines at its own costs. All automated systems access users also shall, at their own expense, comply with and maintain compliance with the DMV IT Architecture and Security Documents, as may be amended from time to time.
 - Copies of the current Commonwealth of Virginia IT security policies, standards, and guidelines are available on the VITA Website at <https://www.vita.virginia.gov/policy--governance/itrm-policies-standards/>.
 - Copies of the most recent DMV IT Architecture and Security Documents are available on the DMV Website at http://www.dmv.virginia.gov/webdoc/general/security_docs.asp.
- ▶ All automated systems access users will be responsible for reviewing these websites for revisions, updates and/or modifications at least once every six months.
- ▶ Antivirus Requirements: Internet User understands and agrees that each and every electronic device used to access data stored on DMV Systems must have commercially available Antivirus software installed and actively running on the device, and that the Antivirus software must be maintained with up to date virus definitions.
- ▶ Document Retention - User must maintain a list of accesses made into DMV records for three years from the date of access.
- ▶ Audit Requirements: DMV reserves the right to audit user to confirm compliance with all requirements in the DMV Use Agreement. User shall provide DMV with full access to and the opportunity to examine any records, electronic devices, and/or other materials necessary to perform such audits.

INFORMATION SERVICES PROGRAM
GOVERNMENT REQUESTER
INFORMATION USE APPLICATION

DMV USE ONLY	
CHECK/MO/CC #	AMOUNT
DATE	EXPIRES

Purpose: Use this application when applying for, modifying, or renewing an existing government account.

Instructions: Mail completed application to DMV at the address above.

The information below is required by the State Comptroller for debt set-off collection purposes in accordance with Virginia Code §§ 2.2-803 and 2.2-4800, et al.

APPLICATION TYPE

Check One

☐ Original Application - All sections must be completed. Incomplete applications will be returned unprocessed.

☐ Change(s) to Existing Account - Complete only those sections that are changing (**Required**).

☐ Renewal - All sections must be completed. Incomplete applications will be returned unprocessed.

CURRENT DMV USE AGREEMENT NUMBER

SECTION A. AGENCY INFORMATION

AGENCY NAME		PHONE NUMBER	
DIVISION/PROGRAM THAT WILL REQUEST INFORMATION	FEDERAL ID NUMBER	FAX NUMBER	
CONTACT PERSON NAME / TITLE	EMAIL ADDRESS	PHONE NUMBER	
WEBSITE ADDRESS	BUSINESS TYPE (corporation, LLC, LLP, etc.)	STATE OF ISSUANCE	
STREET ADDRESS (physical location)	CITY	STATE	ZIP CODE
MAILING ADDRESS (if different from above)	CITY	STATE	ZIP CODE

SECTION B. AGENCY TYPE

- ☐ Federal
 ☐ State
 ☐ City
☐ County
 ☐ Special District
 ☐ Other: (Identify below)

IF OTHER, IDENTIFY AGENCY TYPE

SECTION C. GOVERNMENT INFORMATION USE ACCOUNT HISTORY AND USE

1. Has anyone directly affiliated with any party identified above:

a. previously applied for, had, or have a Government Information Use Account? ☐ Yes ☐ No

IF YES, BUSINESS NAME	AGREEMENT / ACCOUNT NUMBER
-----------------------	----------------------------

b. been subject to a DMV administrative action? ☐ Yes ☐ No

If Yes, attach a separate sheet that includes the type of action, the name of the person and/or business and the date of the incident.

2. Has anyone having access ever been convicted of any crime for a violent act, stalking, computer fraud, or for unauthorized disclosure, access or distribution of information? ☐ Yes ☐ No

If Yes, attach a separate sheet that includes the name of the person, the specific code violation, conviction date, name of court and action taken.

3. ☐ I will be using the information for my own business use as approved by the department.

☐ I will be using the information to perform a legitimate business service on behalf of another Government Requester Information Use Application (GRIUA) applicant (i.e., pass through/reformat, other contracted services) as approved by the department. Access authority will be based on the other GRIUA applicant.

SECTION D. INFORMATION DELIVERY METHOD

Check all blocks that indicate how you wish to receive the requested information.

- ☐ **PICK UP** printed information
- ☐ Receive printed information via **MAIL**
- ☐ Request information using the Extranet (Internet) application (US 532E/ER application required)
- ☐ Request information using the Secure Data Exchange
- ☐ Request information through direct access to DMV Web Service
- ☐ Request information via **ONLINE** computer access through VITA

SECTION E. TYPE OF INFORMATION REQUESTED

SELECT APPLICABLE INFORMATION TYPE(S) BELOW

1. ☐ I am an **EMPLOYER** requesting Driver Record Information on employees as it relates to the driver's license status and activity pursuant to § 46.2-208(B)(11).
- ☐ I am a **TNC** requesting Driver Record Information on employees as it relates to the driver's license status and activity pursuant to § 46.2-209.49.

Intended Use (check all that apply)

- ☐ **OPTION 1** -- Pre-employment Screening
- ☐ **OPTION 2** -- Risk Management on current employees
- ☐ **OPTION 3** -- Participation in DMV's Driver Alert Program plus Risk Management. Enter the day and month you would like to receive your annual production of driver records (mm/dd) _____. **NOTE:** Records produced are limited to a maximum of 9,999 drivers.

Driver Alert Monitoring Preferences (check all that apply)

- ☐ Immediate alert of moving violation convictions.
- ☐ Immediate alert if drivers accumulate seven adverse points within a calendar year.
- ☐ Immediate alert of suspensions, revocations, disqualifications, cancellations; reckless driving or driving while intoxicated convictions.

2. ☐ I am pursuing a **MECHANIC** and/or **STORAGE LIEN** and need Vehicle Information which includes vehicle description, title, registration and vehicle activity as well as current Lienholder(s) pursuant to § 46.2-644.03.

Intended Use

- ☐ Notify vehicle owner and lienholder of vehicle location and mechanic and/or storage fees due prior to mechanic and/or storage lien application.

SECTION F. PERMISSIBLE USE(S)/PURPOSE

Each permissible use **must** be listed separately in accordance with provisions of section § 46.2-208(B)(9).

DMV USE ONLY

Select all that apply below **AND** complete Section J - Validation of User Need.

- ☐ Driver Information
- ☐ Vehicle information which includes vehicle description, title, registration and vehicle activity.
- ☐ Personal information, as defined in § 2.2-3801.
- ☐ Other (please describe _____)

1. IDENTIFY PROPOSED USE AND LEGAL AUTHORITY

PROPOSED USE APPROVED

☐ Yes ☐ No

REASON CODE

2. IDENTIFY PROPOSED USE AND LEGAL AUTHORITY

PROPOSED USE APPROVED

☐ Yes ☐ No

REASON CODE

3. IDENTIFY PROPOSED USE AND LEGAL AUTHORITY

PROPOSED USE APPROVED

☐ Yes ☐ No

REASON CODE

4. IDENTIFY PROPOSED USE AND LEGAL AUTHORITY

PROPOSED USE APPROVED

☐ Yes ☐ No

REASON CODE

SECTION G. INFORMATION SYSTEM CONTACT PERSON (For online access only.)

CONTACT PERSON NAME		TITLE	
ADDRESS (if different than applicant address)			
CITY		STATE	ZIP CODE
TELEPHONE NUMBER ()	FAX NUMBER ()	BUSINESS EMAIL ADDRESS	

SECTION H. USER LIST

Provide a list of all users and a description of the type of access needed to obtain information. Attach a separate list of names if necessary.

SECTION I. THIRD PARTY USERDo you plan to use a third party information service? ☐ YES ☐ NO If yes, provide name of the service below.

BUSINESS NAME

CONTACT PERSON NAME

MAILING ADDRESS (street address or P.O. box, city, state and zip code)

PHYSICAL ADDRESS (street address, city, state and zip code) (do NOT enter P.O. boxes)

TELEPHONE NUMBER

FAX NUMBER

BUSINESS EMAIL ADDRESS

()

()

SECTION J. VALIDATION OF USER NEED (Must be attached to this application.)

Attach a copy of any documents supporting the need for the requested information and verifying the identity of the agency or user. Be as thorough as possible and address the following points.

- **The legal authority that authorizes the performance of the requester's official functions and a description of how such information will be used to carry out such official functions.**
- Statement on government letterhead from the applicant user
- Other items validating the user's need as explained in Section F
- For service providers only in addition to above requirements:
 - Security of records, files and systems
 - Names and addresses of data extraction method and software creators/vendors
 - Network diagrams and descriptions of data extraction methods and software
 - Descriptions of system support processes including backup methods and frequencies
- Proposed audit/management controls over access and dissemination of requested information
- Commercial anti-virus software and frequency of updates

CERTIFICATION

I, the undersigned, certify and affirm that: 1) I am a duly authorized agent of the applicant; 2) I am authorized to make application to DMV for any information use agreement for the purpose stated in this application; and 3) all information presented in this form is true and correct, that any documents I have presented to DMV are genuine, and that the information included in all supporting documentation is true and accurate. I make this certification and affirmation under penalty of perjury and I understand that knowingly making a false statement or representation on this form is a criminal violation.

USER/BUSINESS NAME (print or type)

REQUEST DATE (mm/dd/yyyy)

AUTHORIZED REPRESENTATIVE NAME (print or type)

TITLE (print or type)

AUTHORIZED REPRESENTATIVE ADDRESS (if different from Part 1)

CITY

STATE

ZIP CODE

SIGNATURE

TELEPHONE NUMBER

FAX NUMBER

BUSINESS EMAIL ADDRESS

()

()



INFORMATION SECURITY STATEMENT

By signing this form, the undersigned represents that he/she has read and understands the same, agrees to its content, realizes the penalties of non-compliance to its terms, and ensures each employee given access agrees to and understands the same.

The Department of Motor Vehicles (VA DMV) collects information from the public to administer the various programs for which it has responsibility. VA DMV is committed to protect this information from unauthorized access, use, or disclosure. The following has been adopted to address commercial and governmental users responsibilities for handling and protecting information obtained from VA DMV. I understand the following are my responsibilities:

1. May access information only when necessary to accomplish the responsibilities of employment. May not access or use information from the VA DMV for personal reasons. (Examples of inappropriate access or misuse of VA DMV information include, but are not limited to: making personal inquiries or processing transactions on any records or those of friends or relatives; accessing information about another person, including locating their residence address, for any reason that is not related to job responsibilities.)
2. May disclose VA DMV information only to individuals who have been authorized to receive it through the appropriate procedures as regulated by VA DMV. Requesters of information must complete the appropriate forms, submit them to VA DMV as specified in the use agreement addendum, and pay all applicable fees. A proper accounting of all disclosures must be made and the subject must be notified in accordance with statute and the VA DMV directives. (Examples of unauthorized disclosures include, but are not limited to: telling someone the address of another person when it is not an authorized disclosure or part of job responsibilities.)
3. To keep the requester code and/or password confidential, authorized users must take reasonable precautions to maintain secrecy of any requester code and/or password. Reasonable precautions include, but are not limited to: not telling or allowing others to view passwords or requester code; securing pc/laptop with a locking device; storing user documentation to sensitive programs in a secure place; destroy VA DMV information in a manner that it cannot be reproduced or identified in any physical or electronic form in accordance with VA addendum; and report any suspicious circumstances or unauthorized individuals observed in the work area to supervisor, if applicable.
4. To promptly notify manager or supervisor of any indication of misuse or unauthorized disclosure of information obtained from VA DMV.

Federal law states:

"Any person who knowingly obtains, discloses, or uses personal information from a motor vehicle record for a purpose not permitted under the Driver's Privacy Protection Act (Title 18 of the United States Code, Section 2721-2725), shall be liable to the individual to whom the information pertains, who may bring civil action in a United States district court."

I hereby acknowledge that I am an authorized representative of the agency named in Section A and have been designated as the person responsible for compliance with the statutes and regulations pertaining to access and use of Department record information. I have read and agree to the provisions contained herein and shall be responsible for the orientation, training, and supervision of persons authorized to access Department record information.

I understand that false or misleading answers are cause for denial and/or termination of any access agreement granted. I understand that if this application for requester account is approved, I will be required to conform to the statement presented within. Any deviations will be considered by DMV as a misuse and may result in both revocation of the account and refusal of subsequent applications.

I certify (or declare) under penalty of perjury under the laws of the State of Virginia that the foregoing is true and correct.		
NAME AND TITLE OF GOVERNMENTAL OFFICIAL OR AUTHORIZED REPRESENTATIVE (print)		TELEPHONE NUMBER
SIGNATURE		DATE (mm/dd/yyyy)
CITY	STATE	ZIP CODE
APPROVED BY DEPARTMENT OF MOTOR VEHICLES REPRESENTATIVE		
NAME AND TITLE (print)		DATE (mm/dd/yyyy)
SIGNATURE		

This form must be completed upon presentation and re-certified annually and **RETAINED AT THE WORKSITE** of the Requester Account Holder with a current list of those authorized direct or incidental record access for three years from the date of access. The completed form and list must be made available upon request to DMV audit staff.

[illegible]

I have read and understand the security policies stated within the Information Security Statement. I understand that failure to comply with these policies may result in disciplinary action in accordance with Section 19572 of the government Code, federal laws and regulations, and/or civil or criminal prosecution with applicable statutes.

**2-N CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN
AMENDMENT TO THE ADVANCE FUNDING AGREEMENT BETWEEN THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS
DEPARTMENT OF TRANSPORTATION REGARDING SH 550 GAP 2
PROJECT AND AUTHORIZATION FOR CHAIRMAN PARKER TO SIGN
NECESSARY DOCUMENTS REQUIRED BY TXDOT ASSOCIATED WITH
THIS ADVANCE FUNDING AGREEMENT.**

THE STATE OF TEXAS**COUNTY OF CAMERON****RESOLUTION**

BE IT RESOLVED THAT ON THE 20TH DAY OF JANUARY 2022, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN A MEETING, THE FOLLOWING ITEM WAS OFFERED AND ADOPTED, TO WIT:

“CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN AMENDMENT TO THE ADVACNE FUNDING AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) REGARDING SH 550 GAP 2 PROJECT AND AUTHORIZATION FOR CAIRMAN PARKER TO SIGN NECESSARY DOCUMENTS REQUIRED BY TXDOT ASSOCIATED WITH THIS ADVANCE FUNDING AGREEMENT”

WHEREAS: the Cameron County Regional Mobility Authority has developed the SH 550/I 169 Project from Olmito, Texas to the entrance of the Port of Brownsville, approximately 10 miles; and

WHEREAS: the SH 550 Gap 2 project is fully funded utilizing CAT 7 funds from the Brownsville MPO; and

WHEREAS: the Gap 2 Project is the last segment to complete the ultimate configuration of the SH 550/I 169 Project and the Cameron County Regional Mobility Authority agrees to provide one hundred percent of the right of way and utility adjustments as well as the environmental clearance, plans, specifications, and estimate; and

WHEREAS: the SH 550/I 169 Project will provide an Interstate to the Port of Brownsville.

NOW THEREFORE BE IT FURTHER PROCLAIMED, that the Cameron County Regional Mobility Authority Board of Directors Approves an Amendment to the Advance Funding Agreement for the SH 550 Gap 2 Project and approves the Resolution approving such amendment to the Advance Funding Agreement.

Passed, Approved and Adopted on this 20th day of January 2022.

Frank Parker, Jr.
Chairman

Michael F. Scaief
Vice Chairman

Arturo A. Nelson
Secretary

Al Villarreal
Treasurer

Mark Esparza
Director

Dr. Maria Villegas, MD
Director

Leo Garza
Director

**2-O CONSIDERATION AND APPROVAL OF A CHANGE ORDER WITH
TOLLPLUS, LLC TO ALLOW ADJUSTMENTS TO BE TRANSMITTED VIA
THE BRIDGES HOST TO BE SENT TO THE BACK OFFICE SYSTEM FOR
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AS
REQUESTED BY THE CAMERON COUNTY INTERNATIONAL BRIDGE
SYSTEM.**



Request No: CCRMA-ROM-08-Jan142022		Project/System: CCRMA Back-Office System	
Name of the Client: Cameron County Regional Mobility Authority ("CCRMA")			
Originator: CCRMA		Affected Area: CCRMA BOS	
Date Raised: JUL-19-2021		Priority:	Normal
Type: ROM		Phase/Milestone: See below	
ROM Authority: <p>This ROM is issued pursuant to Article 4 of the Agreement for Back-Office System Implementation and Management ("BOS Agreement") dated May 2, 2016, between TollPlus, LLC, and CCRMA. CCRMA has requested a ROM providing an estimate for certain changes to the Cameron County Regional Mobility Authority ("CCRMA") Back-Office System to implement functionality to allow toll adjustments to be transmitted via the Bridges Host, provided by Etransit, to be sent to the CCRMA BOS. Any terms not defined in this ROM will have the meanings defined in the BOS Agreement. This ROM is subject to the terms of the BOS Agreement, including without limitation its provisions regarding obligations, variations, coordination, delay and force majeure.</p> <p><u>This ROM is a non-binding estimate and is subject to further change and revision by TollPlus. A formal change order will follow as detailed requirements and assumptions are clarified.</u></p>			
Background: <p>This ROM is issued in response to a request by CCRMA for a cost estimate for functionality to allow toll adjustments to be transmitted via the Bridges Host, provided by Etransit, to be sent to the BOS.</p>			
Proposed Change Description: <p>The Back-Office System for CCRMA needs to be updated to support the following requirements:</p> <ol style="list-style-type: none"> 1. Allow toll adjustments to be transmitted via the Bridges Host, provided by Etransit, to be sent and updated in the CCRMA BOS. 2. Update reconciliation and financial reporting to show the adjustments made from the Etransit system. 			
Assumptions: <ol style="list-style-type: none"> 1. No additional reports will be needed outside of the reconciliation and financial reporting of the adjustments. 2. Delays in deliverables outside of the control of TollPlus may result in price adjustments to this Change Order. 3. Delays may occur affecting the Go-Live of the functionality caused by CCRMA or other 3rd parties. If the delay is caused by factors outside of TollPlus control and Go-Live has not occurred for more than 90 days from the Start of Testing milestone, TollPlus will provide sufficient evidence of the successful completion of the testing and invoice for full payment of the Go-Live milestone. 			
Actions proposed to be taken and impacted areas: <ul style="list-style-type: none"> • Update the ICD to add the adjustments and the BOS response. • Update the BOS file processing to accept and process the adjustment records. • Develop the process to update the BOS transactions with the adjustments received. • Update BOS file processing to send a corresponding response for the adjustments received. • Develop the updates to the reconciliation and financial reporting. • Integration Test new file processing with Etransit (TVL and adjustments). 			

Total ROM Estimated Cost: \$46,550.00 for Design, Development, and Implementation

Proposed Milestone Payment Schedule:

NTP - 20%
Start of Testing - 30%
Testing approved - 30%
Go-Live - 20%

Estimated time for completion: 6 weeks from NTP for ICD updates, development and internal testing completion. Integration Testing and Go-Live will be dependent on Etransit schedule and availability.

The estimated costs and time for completion given in this estimate are valid for 90 days, expiring on April 13th, 2022. This ROM is a non-binding estimate. The final Change Order is subject to change depending on additional client requirements, client changes, or delayed timing on receiving the NTP from client based on the other work priorities at that time.

Sincerely,



Mark Cantelli, VP & Global Head of Delivery
TollPlus, LLC