

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BE IT REMEMBERED on the 17th day of March 2022, there was conducted a Special 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

AL VILLARREAL
TREASURER

ARTURO A. NELSON
SECRETARY

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

MARK ESPARZA
DIRECTOR

LEO R. GARZA
ABSENT

MICHAEL SCAIEF
ABSENT

=====

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 11th day of March 2022.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

Commissioner Sofia C. Benavides called in to the meeting and congratulated Chairman Parker on his reappointment. Commissioner Benavides also congratulated the Board for work they all are doing and for the number of projects that they are developing. Commissioner Benavides also expressed her support for several agenda items for projects within her Precinct which included Veterans Bridge DAP Project, East Loop Project, Cameron County Parks Administration Building, and

SPI 2nd Access Project.

Note: Director Villegas joined the meeting at 12:04 P.M.

PRESENTATIONS

2 Presentation of the 2021 Cameron County Regional Mobility Authority Annual Financial Report.

Ben Peña, from Burton McCumber & Longoria, LLP, went over the highlights of the 2021 Financial Audit. Mr. Peña advised the Board that there were no findings in the financial audit.

Treasurer Villarreal moved to acknowledge the 2021 Annual Financial Report. The motion was seconded by Director Esparza and carried unanimously.

ACTION ITEMS

3-A Consideration and Approval of the February 17, 2022, Regular Meeting Minutes.

Secretary Nelson moved to approve the February 17, 2022, Regular Meeting Minutes. The motion was seconded by Treasurer Villarreal and carried unanimously.

3-B Acknowledgement of Claims.

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

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

The Claims are as follows:

3-C Approval of Claims.

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

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

The Claims are as follows:

3-D Consideration and Approval of Final Payment to G-8 Utilities, LLC for the Erosion Repair on SH 550.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the Final Payment to G-8 Utilities, LLC for the Erosion Repair on SH 550. Mr. Sepulveda advised the Board that the project was complete recommended final payment be approved.

Treasurer Villarreal moved to approve the Final Payment to G-8 Utilities, LLC for the Erosion Repair on SH 550. The motion was seconded by Secretary Nelson and carried unanimously.

The Final Payment is as follows:

3-E Consideration and Approval of Final Payment to Foremost Paving, Inc for the Isla Blanca Park Parking Lot Expansion Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the Final Payment to Foremost Paving, Inc for the Isla Blanca Park Parking Lot Expansion Project. Mr. Sepulveda advised the Board that the project was complete, and that Staff recommended payment be approved.

Treasurer Villarreal moved to approve the Final Payment to Foremost Paving, Inc for the Isla Blanca Park Parking Lot Expansion Project. The motion was seconded by Director Esparza and carried unanimously.

The Final Payment is as follows:

3-F Consideration and Approval of Quarterly Investment Report for the period ending February 28, 2022.

Mr. Sepulveda advised the Board that Director Esparza had submitted an affidavit and would be abstaining from and discussion and vote.

Mr. Victor Barron, RMA Controller went over Quarterly Investment Report for the period ending February 28, 2022.

Secretary Nelson moved to approve the Quarterly Investment Report for the period ending February 28, 2022. The motion was seconded by Director Villegas and carried as follows:

Ayes: Parker, Nelson, Villarreal, Villegas

Nays: None

Abstain: Esparza

Note: Director's Esparza submitted an affidavit and abstained from discussion and vote.

The Quarterly Report is as follows:

3-G Consideration and Approval of a Construction Manager at Risk Contract between the Cameron County Regional Mobility Authority and Noble Texas Builders for the Administration Building for the Cameron County Parks System.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for a Construction Manager at Risk Contract between the Cameron County Regional Mobility Authority and Noble Texas Builders for the Administration Building for the Cameron County Parks System. Mr. Sepulveda explained the procurement process that was undertaken for this item.

Secretary Nelson moved to approve the Construction Manager at Risk Contract between the Cameron County Regional Mobility Authority and Noble Texas Builders for the Administration Building for the Cameron County Parks System. The motion was seconded by Director Esparza and carried unanimously.

The Contract is as follows:

3-H Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the Customs and Border Protection Donation Acceptance Program Project at the Veterans International Bridge.

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 Customs and Border Protection Donation Acceptance Program Project at the Veterans International Bridge. Mr. Sepulveda explained that this Interlocal was for construction management services.

Treasurer Villarreal moved to approve an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the Customs and Border Protection Donation Acceptance Program Project at the Veterans International Bridge. The motion was seconded by Director Esparza and carried unanimously.

The Interlocal is as follows:

3-I Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the Customs and Border Protection Donation Acceptance Program Project at Free Trade Bridge.

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 Customs and Border Protection Donation Acceptance Program Project at Free Trade Bridge. Mr. Sepulveda explained that this Interlocal was for the engineering, design and construction management services.

Director Esparza moved to approve an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the Customs and Border Protection Donation Acceptance Program Project at Free Trade Bridge. The motion was seconded by Secretary Nelson and carried unanimously.

The Interlocal is as follows:

3-J Consideration and Approval to Require the Bid(s) for the Veterans CBP Primary Lanes Expansion Project to comply with TxDOT Guidelines.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need to Require Bid(s) for the Veterans CBP Primary Lanes Expansion Project to comply with TxDOT Guidelines. Mr. Sepulveda advised the Board that Staff would need to advertise for bids to comply with State and Federal guidelines.

Treasurer Villarreal moved to approve staff to advertise for Bid(s) for the Veterans CBP Primary Lanes Expansion Project to comply with TxDOT Guidelines. The motion was seconded by Director Esparza and carried unanimously.

The Advertisement is as follows:

3-K Consideration and Approval of Amendment No. 1 to Professional Services Agreement between the Cameron County Regional Mobility and S&B Infrastructure, Ltd. for the Veterans Bridge Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Amendment No. 1 to Professional Services Agreement between the Cameron County Regional Mobility and S&B Infrastructure, Ltd. for the Veterans Bridge Project. Mr. Sepulveda advised the Board that funding for this item would come from Cameron County.

Director Esparza moved to approve amendment No. 1 to Professional Services Agreement between the Cameron County Regional Mobility and S&B Infrastructure, Ltd. for the Veterans Bridge Project. The motion was seconded by Secretary Nelson and carried unanimously.

The Amendment is as follows:

3-L Consideration and Approval of Amendment No. 1 to Professional Services Agreement between the Cameron County Regional Mobility and S&B Infrastructure, Ltd. for the Free Trade Bridge Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Amendment No. 1 to Professional Services Agreement between the Cameron County Regional Mobility and S&B Infrastructure, Ltd. for the Free Trade Bridge Project. Mr. Sepulveda advised the Board that funding for this item would come from Cameron County.

Director Esparza moved to approve Amendment No. 1 to Professional Services Agreement between the Cameron County Regional Mobility and S&B Infrastructure, Ltd. for the Free Trade Bridge Project. The motion was seconded by Secretary Nelson and carried unanimously.

The Amendment is as follows:

3-M Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 12 with S&B Infrastructure for the Old Alice Road Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Supplemental Work Authorization No. 1 to Work Authorization No. 12 with S&B Infrastructure for the Old Alice Road Project. Mr. Sepulveda advised the Board that funding for this item would come from Cameron County.

Director Esparza moved to approve the Supplemental Work Authorization No. 1 to Work Authorization No. 12 with S&B Infrastructure for the Old Alice Road Project. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Supplemental is as follows:

3-N Consideration and Approval of Work Authorization No. 26 with S&B Infrastructure for the South Padre Island 2nd Access Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Work Authorization No. 26 with S&B Infrastructure for the South Padre Island 2nd Access Project. Mr. Sepulveda advised the Board that this Work Authorization would take us through the environmental phase of the project. The goal will be to receive environmental clearance once the process has been followed. Mr. Sepulveda advised the Board that it would take approximately 18 to 24 months to go through this process. Mr.

Sepulveda stated that funding for the item would come from Cameron County, the City of South Padre Island and the CCRMA.

Treasurer Villarreal moved to approve the Work Authorization No. 26 with S&B Infrastructure for the South Padre Island 2nd Access Project subject to TxDOT review and approval of scope. The motion was seconded by Secretary Nelson and carried unanimously.

The Work Authorization is as follows:

3-O Consideration and Approval of Peacock General Contractor Change Order No. 1 for Alternate No. 1 and Alternate No. 2 for the Pedro "Pete" Benavides Park Pavilion.

Mr. Pete Sepulveda, Jr., RMA Executive Director, explained the need for Change Order No. 1 for Alternate No. 1 and Alternate No. 2 for the Pedro "Pete" Benavides Park Pavilion. Mr. Sepulveda recommended approval.

Director Esparza moved to approve Change Order No. 1 for Alternate No. 1 and Alternate No. 2 for the Pedro "Pete" Benavides Park Pavilion. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Change Order is as follows:

3-P Consideration and Approval to Purchase 48VES Cameras and 48 Strobes from Kapsch for SH 550 Toll Road.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need to Purchase 48VES Cameras and 48 Strobes from Kapsch for SH 550 Toll Road.

Secretary Nelson moved to approve the purchase of 48VES Cameras and 48 Strobes from Kapsch for SH 550 Toll Road through a work authorization as per legal recommendation. The motion was seconded by Treasurer Villarreal and carried unanimously.

3-Q Discussion and Possible Action Regarding the Back Office System Rules.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for updates Regarding the Back Office System Rules. Mr. Sepulveda explained the reasons for the updates.

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

The Back Office System Rules are as follows:

3-R Consideration and Approval of Amendment No. 6 to the Master Service Agreement for Toll System Maintenance between the Cameron County Regional Mobility Authority and Kapsch.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Amendment No. 6 to the Master Service Agreement for Toll System Maintenance between the Cameron County Regional Mobility Authority and Kapsch.

Director Esparza moved to approve Amendment No. 6 to the Master Service Agreement for Toll System Maintenance between the Cameron County Regional Mobility Authority and Kapsch. The

motion was seconded by Treasurer Villarreal and carried unanimously.

The Amendment is as follows:

3-S Consideration and Approval to Award RFP No. 2022-001 and Contract for the SH 550 Road Maintenance.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need to Award RFP No. 2022-001 and Contract for the SH 550 Road Maintenance. Mr. Sepulveda advised the Board that 3 proposals were received but only one met all criteria. The sole respondent's proposal was very similar in cost to the existing contract.

Secretary Nelson moved to approve to Award RFP No. 2022-001 and Contract for the SH 550 Road Maintenance. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Contract is as follows:

3-T Consideration and Approval of Contract with Explorer RGV.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for a Contract with Explorer RGV. Mr. Sepulveda advised the Board that this was a good marketing campaign for the CCRMA.

Treasurer Villarreal moved to approve the Contract with Explorer RGV. The motion was seconded by Director Esparza and carried unanimously.

The Contract is as follows:

3-U Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and Hanson Professional Services, Inc.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for an Agreement Between the Cameron County Regional Mobility Authority and Hanson Professional Services, Inc. Mr. Sepulveda advised the Board that Staff had followed Txdot's procurement process.

Director Esparza moved to approve the Agreement Between the Cameron County Regional Mobility Authority and Hanson Professional Services, Inc., subject to final legal review. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Agreement is as follows:

3-V Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and GDJ Engineering, LLC.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for an Agreement Between the Cameron County Regional Mobility Authority and GDJ Engineering, LLC. Mr. Sepulveda advised the Board that Staff had followed Txdot's procurement process.

Director Esparza moved to approve the Agreement Between the Cameron County Regional Mobility Authority and GDJ Engineering, LLC subject to final legal review and TxDOT rate approval. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Agreement is as follows:


ADJOURNMENT

There being no further business to come before the Board and upon motion by Treasurer Villarreal and seconded by Director Esparza and carried unanimously the meeting was **ADJOURNED** at 1:01 P.M.

APPROVED this 28th day of April 2022.


CHAIRMAN FRANK PARKER, JR.

ATTESTED:


ARTURO A. NELSON, SECRETARY



IMPROVING MORE THAN JUST ROADS

AGENDA
Special Meeting of the Board of Directors
of the
Cameron County Regional Mobility Authority
3470 Carmen Avenue, Suite 5
Rancho Viejo, Texas 78575
March 17, 2022
12:00 Noon

PUBLIC COMMENTS:

1. Public Comments.

PRESENTATION:

2. Presentation of the 2021 Cameron County Regional Mobility Authority Annual Financial Report.

ITEMS FOR DISCUSSION AND ACTION:

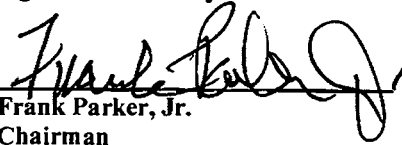
3. Action Items.

- A. Consideration and Approval of the February 17, 2022 Regular Meeting Minutes.
- B. Acknowledgement of Claims.
- C. Approval of Claims.
- D. Consideration and Approval of Final Payment to G-8 Utilities, LLC for the Erosion Repair on SH 550.
- E. Consideration and Approval of Final Payment to Foremost Paving, Inc for the Isla Blanca Park Parking Lot Expansion Project.
- F. Consideration and Approval of Quarterly Investment Report for the period ending February 28, 2022.
- G. Consideration and Approval of a Construction Manager at Risk Contract between the Cameron County Regional Mobility Authority and Noble Texas Builders for the Administration Building for the Cameron County Parks System.
- H. Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the Customs and Border Protection Donation Acceptance Program Project at the Veterans International Bridge.
- I. Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the Customs and Border Protection Donation Acceptance Program Project at Free Trade Bridge.
- J. Consideration and Approval to Require the Bid(s) for the Veterans CBP Primary Lanes Expansion Project to comply with TxDOT Guidelines.

- K. Consideration and Approval of Amendment No. 1 to Professional Services Agreement between the Cameron County Regional Mobility and S&B Infrastructure, Ltd. for the Veterans Bridge Project.
- L. Consideration and Approval of Amendment No. 1 to Professional Services Agreement between the Cameron County Regional Mobility and S&B Infrastructure, Ltd. for the Free Trade Bridge Project.
- M. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 12 with S&B Infrastructure for the Old Alice Road Project.
- N. Consideration and Approval of Work Authorization No. 26 with S&B Infrastructure for the South Padre Island 2nd Access Project.
- O. Consideration and Approval of Peacock General Contractor Change Order No. 1 for Alternate No. 1 and Alternate No. 2 for the Pedro "Pete" Benavides Park Pavilion.
- P. Consideration and Approval to Purchase 48VES Cameras and 48 Strobes from Kapsch for SH 550 Toll Road.
- Q. Discussion and Possible Action Regarding the Back Office System Rules.
- R. Consideration and Approval of Amendment No. 6 to the Master Service Agreement for Toll System Maintenance between the Cameron County Regional Mobility Authority and Kapsch.
- S. Consideration and Approval to Award RFP No. 2022-001 and Contract for the SH 550 Road Maintenance.
- T. Consideration and Approval of Contract with Explorer RGV.
- U. Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and Hanson Professional Services, Inc.
- V. Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and GDJ Engineering, LLC.

ADJOURNMENT:

Signed this 11th day of March 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- PRESENTATION OF THE 2021 CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY ANNUAL FINANCIAL REPORT.**

Cameron County Regional Mobility Authority

A Component Unit of Cameron County, TX



Annual Financial Report

For The Year Ended September 30, 2021



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOARD OF DIRECTORS
SEPTEMBER 30, 2021**

Frank Parker, Jr.....	Chairman
Michael Scaief	Vice Chairman
Al Villarreal.....	Treasurer
Arturo Nelson	Secretary
Mark Esparza.....	Director
Dr. Maria Villegas	Director
Leo Garza	Director

EXECUTIVE DIRECTOR

Pete Sepulveda, Jr.

CONTROLLER

Victor J. Barron

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
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September 30, 2021

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Cameron County Regional Mobility Authority

Report on the Financial Statements

We have audited the accompanying financial statements of Cameron County Regional Mobility Authority (the "RMA"), a component unit of Cameron County, Texas, as of and for the year ended September 30, 2021, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of Cameron County Regional Mobility Authority, as of September 30, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 4 through 7 and the Pension Plan information on pages 46 through 53 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Cameron County Regional Mobility Authority's basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements.

The schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 14, 2022 on our consideration of Cameron County Regional Mobility Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Cameron County Regional Mobility Authority's internal control over financial reporting and compliance.

Burton, McCumber, & Longoria LLP

Brownsville, Texas
March 14, 2022

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Management's Discussion and Analysis
September 30, 2021

The following is management's discussion and analysis of the financial performance and activity of the Cameron County Regional Mobility Authority (the RMA) and is designed to provide an overview that users may use to interpret the basic financial statements for the year ended September 30, 2021. This discussion and analysis has been prepared by management and should be used in conjunction with the basic financial statements and notes thereafter.

2021 Financial Highlights

- Toll revenue increased to \$4.3 million in 2021 from \$3.2 million in 2020 or a 25.19 percent increase. Toll operating expenses increased to \$1.223 million in 2021 from \$1.123 in 2020 or a 8.93 percent increase.
- The Transportation Reinvestment Zone (TRZ) revenue increased to \$2,208,261 in 2021 from \$1,311,065 in 2020 or a 68 percent increase.

Overview of Basic Financial Statements

The RMA reports its business-type activities in a single enterprise fund, in which its operations and activities are reported similar to a private-sector business. The financial statements include Statement of Net Position, Statement of Revenues, Expenses, and Changes in Net Position, and the Statement of Cash Flows. These basic financial statements are prepared in accordance with Generally Accepted Accounting Principles in the United States of America as promulgated by the Governmental Accounting Standards Board also known as GASB.

The Statement of Net Position reports the net position of the RMA as of the end of the fiscal year. Net position represents the residual difference of all other elements of the statement of net position for all in three component categories; net investment in capital assets, restricted, and unrestricted.

The Statement of Revenues, Expenses, and Changes in Net Position present the results of the business activities of the RMA over the course of the fiscal year and how those results affected the change in net position. As an enterprise fund, the RMA reports its operations using the economic resource measurement focus in which all revenues and expenses are recognized in the period which incurred with the difference reported as change in net position.

The Statement of Cash Flows unlike the Statement of Revenues, Expenses and Changes in Net Position, reflects only the results of business activities as they affect cash over the course of the fiscal year presented. The results are reported in three categories of operating, capital and related financing, and investing activities with the net change in cash as the residual.

The Notes to the Financial Statements provide required disclosures and other information that are essential to a full understanding of the data found in these financial statements and should be read in conjunction with the MD&A and the basic financial statements.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Management's Discussion and Analysis
September 30, 2021

FINANCIAL ANALYSIS

Summary of Net Position

The RMA's net position includes the total assets minus the total liabilities with the residual difference of net position. The RMA's net position for the years ending September 30, 2021, 2020, and 2019 were approximately \$48.4, \$45.7, and \$45.1 million, respectively. The largest component of total assets for all three years were the non-current assets. Non-current assets accounts for approximately 90%, 93%, and 96% for the years 2021, 2020 and 2019, respectively. These assets consist of capital assets, restricted bond funds construction in process.

Summary of Net Position

	2021	2020	2019
Assets and Deferred Outflows of Resources			
Current assets	\$ 13,615,646	\$ 9,541,183	\$ 6,327,670
Capital assets, net	95,884,988	99,160,214	102,369,990
Construction in process	24,504,190	24,154,657	22,294,885
Other non-current	9,873,245	6,465,733	7,692,911
Total assets	<u>143,878,069</u>	<u>139,321,787</u>	<u>138,685,456</u>
Deferred outflows of resources	289,905	283,269	362,065
Total assets and deferred outflows of resources	<u>\$ 144,167,974</u>	<u>\$ 139,605,056</u>	<u>\$ 139,047,521</u>
Liabilities and Deferred Inflows of Resources			
Current liabilities	\$ 3,738,370	\$ 4,003,236	\$ 2,230,329
Non-current liabilities	91,779,265	89,775,571	91,699,959
Total liabilities	<u>95,517,635</u>	<u>93,778,807</u>	<u>93,930,288</u>
Deferred inflows of resources	-	31,006	11,943
Total liabilities and deferred inflows of resources	<u>\$ 95,517,635</u>	<u>\$ 93,809,813</u>	<u>\$ 93,942,231</u>
Net position:			
Net investment in capital assets	\$ 26,777,488	\$ 30,243,709	\$ 31,413,068
Restricted	18,001,712	10,199,547	8,503,228
Unrestricted	<u>3,703,112</u>	<u>5,351,986</u>	<u>5,188,994</u>
Total net position	<u>\$ 48,482,312</u>	<u>\$ 45,795,242</u>	<u>\$ 45,105,290</u>

Total liabilities as of September 30, 2021, 2020 and 2019 were approximately \$95.5 million, \$93.7 million, and \$93.9 million, respectively. Non-current liabilities account for the majority of the total liabilities and consist of Financial Assistance Agreements with the Texas Department of Transportation (TxDOT), amounts due to other agencies, and long-term bond payables. A more detailed description is provided in the notes to the financial statements.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Management's Discussion and Analysis
September 30, 2021

Capital & Other Non-Current Assets

Capital assets of the RMA include the infrastructure portion of the SH550 toll road placed in service along with toll equipment net of accumulated depreciation. The projects undergoing construction, traffic studies, environmental and preliminary engineering studies are recorded as construction in process. At September 30, 2021, the RMA had a total of five projects under construction in process for a total of \$24.5 million. Construction in progress at September 30, 2020, and 2019 totaled \$24.1 and \$22.2 million respectively.

Capital, Other Non-Current Assets and Deferred Outflows

	2021	2020	2019
Capital Assets:			
Capital assets, net	\$ 95,884,988	\$ 99,160,214	\$ 102,369,990
Construction in process	24,504,190	24,154,657	22,294,885
Other Non-Current Assets and Deferred Outflows			
Restricted assets	15,693,918	8,056,997	8,503,229
Prepaid bond insurance	94,960	99,746	104,532
Net pension asset and related deferred outflows	412,568	342,259	367,215
Totals	<u>\$ 136,590,624</u>	<u>\$ 131,813,873</u>	<u>\$ 133,639,851</u>

Non-Current Liabilities

Total non-current liabilities, at September 30, 2021, 2020, and 2019 totaled \$91.9, \$89.8, and \$91.7 million, respectively. These amounts include financial assistance agreements with TxDOT. In the totals for long-term bonds payable, the RMA has non-tax-exempt issuances. A more detailed description to these bond issuances can be found in the notes to the financial statements.

Non-Current Liabilities and Deferred Inflows

	2021	2020	2019
Non-Current Liabilities:			
Due to other agencies and unearned revenue	\$ 16,347,019	\$ 16,232,084	\$ 16,201,588
Long term bond payable and related deferred inflows to bond refunding	75,432,246	73,543,488	75,498,371
Net pension liability and related deferred inflows to pension	168,027	31,006	11,943
Totals	<u>\$ 91,947,292</u>	<u>\$ 89,806,578</u>	<u>\$ 91,711,902</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Management's Discussion and Analysis
September 30, 2021

Changes in Net Position

The RMA's total revenues for the year ending September 30, 2021, 2020, and 2019 were approximately \$13.8 million, \$13.9, and \$12.3 million, respectively. Total expenses for the year ending September 30, 2021, 2020, and 2019 were approximately \$11.1 million, \$13.1, and \$12.5 million, respectively. Change in net position has resulted in an increase in year 2021, an increase in 2020 and a decrease in 2019. The RMA's capital assets in operating generate large depreciation expense recorded in operating expenses. The changes in net position, prior to the recording of depreciation expense for the years 2021, 2020 and 2019 were \$5,962,296, \$4,071,071, and \$3,058,691, respectively.

Changes in Net Position

	2021	2020	2019
Revenues:			
Vehicle registration fees	\$ 3,509,231	\$ 3,251,304	\$ 3,278,433
Toll revenue	4,337,380	3,464,661	3,569,112
Transportation reinvestment zone	2,208,261	1,311,065	644,077
Other operating revenue	281,150	291,770	502,080
Capital contributions	3,465,235	5,657,258	4,325,824
Total Revenues	<u>13,801,258</u>	<u>13,976,058</u>	<u>12,319,526</u>
Expenses:			
Operating	6,950,098	6,563,614	6,300,731
Non-operating	4,164,090	6,614,393	6,230,069
Total Expenses	<u>11,114,188</u>	<u>13,178,007</u>	<u>12,530,800</u>
Change in Net Position	2,687,070	798,050	(211,274)
Net Position- Beginning of Year	<u>45,795,242</u>	<u>45,105,290</u>	<u>45,316,564</u>
Prior Period Adjustment	<u>-</u>	<u>(108,098)</u>	<u>-</u>
Net Position-Beginning of Year	<u>45,795,242</u>	<u>44,997,192</u>	<u>45,316,564</u>
Net Position End of Year	<u>\$ 48,482,312</u>	<u>\$ 45,795,242</u>	<u>\$ 45,105,290</u>

Contacting the RMA's Financial Management

The financial report is designed to provide customers, investors, and creditors with a general overview of the RMA's finances and to demonstrate the RMA's accountability for all inflows and outflows of resources. If you have any questions about this report or need additional financial information, contact the Cameron County Regional Mobility Authority, 3461 Carmen Avenue, Rancho Viejo, Texas 78575 or visit www.ccrma.org for more information.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)

Statement of Net Position

September 30, 2021

ASSETS:

Current Assets:

Cash and cash equivalents	\$ 1,607,855
Accounts receivable, net	2,466,422
Due from other agencies	3,503,073
Restricted cash - debt service	2,035,000
Restricted cash - bond proceeds	4,003,296
Total Current Assets	<u>13,615,646</u>

Non-Current Assets:

Restricted Assets:

Cash - TRZ project funds	1,672,088
Cash - trustee debt reserve funds (BNYM)	4,620,265
Cash - trustee debt reserve funds (TRB)	3,363,269
Total Restricted Assets	<u>9,655,622</u>

Capital assets, net	95,884,988
Construction in process	24,504,190
Prepaid bond insurance	94,960
Net pension asset	122,663
Total Non-Current Assets	<u>120,606,801</u>

Total Assets	<u>143,878,069</u>
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DEFERRED OUTFLOWS OF RESOURCES

Deferred outflows related to bond refunding	97,585
Deferred outflows related to pension	<u>192,320</u>

Total Assets and Deferred Outflows of Resources	<u><u>\$ 144,167,974</u></u>
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See Accompanying Notes to the Financial Statements

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Statement of Net Position - Continued
September 30, 2021

LIABILITIES:

Current Liabilities:

Accounts payable	\$ 1,233,069
Accrued interest	320,301
Accrued expenses	150,000
Current maturities of bonds payable	2,035,000
Total Current Liabilities	<u>3,738,370</u>

Non-Current Liabilities:

Unearned revenue	162,831
Due to other agencies	16,184,188
Long-term bonds payable	75,432,246
Total Non-Current Liabilities	<u>91,779,265</u>

Total Liabilities	<u>95,517,635</u>
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DEFERRED INFLOW OF RESOURCES

Deferred inflows related to pension	168,027
	<u>168,027</u>

Total Liabilities and Deferred Inflow of Resources	<u>95,685,662</u>
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NET POSITION:

Investment in capital assets, net	26,777,488
Restricted	18,001,712
Unrestricted	3,703,112
Total Net Position	<u>48,482,312</u>

Total Liabilities, Deferred Inflows, and Net Position	<u><u>\$ 144,167,974</u></u>
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See Accompanying Notes to the Financial Statements

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
**Statement of Revenues, Expenses
and Changes in Net Position**
Year Ending September 30, 2021

Operating Revenues	
Vehicle registration fees	\$ 3,509,231
Toll revenue	4,337,380
Transportation reinvestment zone	2,208,261
Interlocal agreement revenues	281,150
Total Operating Revenues	<u>10,336,023</u>
Operating Expenses	
Advertising	35,117
Depreciation	3,275,226
Insurance	1,085
Office expenses	183,858
Professional services	669,701
Salaries and contractual services	1,473,927
Toll operating expenses	1,223,885
Travel	14,197
Utilities	73,102
Total Operating Expenses	<u>6,950,098</u>
Net Operating Income	<u>3,385,924</u>
Non-Operating Revenues (Expenses)	
Bond issuance costs	(153,503)
Interest expense	(2,239,981)
Interest income	70,241
Redevelopment project expense	(1,840,847)
Total Non-Operating (Expenses)	<u>(4,164,090)</u>
(Loss) before capital contributions	(778,165)
Capital Contributions	<u>3,465,235</u>
Change in Net Position	2,687,070
Net Position-beginning of year	<u>45,795,242</u>
Net Position-end of year	<u>\$ 48,482,312</u>

See Accompanying Notes to the Financial Statements

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Statement of Cash Flows
Year Ending September 30, 2021

CASH FLOWS FROM OPERATING ACTIVITIES:

Receipts from vehicle registration fees	\$ 3,484,460
Receipts from toll revenues	3,832,843
Receipts from other operating sources	2,163,148
Payments to vendors	(2,203,108)
Payments to employees	(1,453,723)
Net cash provided by operating activities	<u>5,823,620</u>

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:

CIP and redevelopment	(2,195,693)
Payments on interest	(2,476,193)
Payments on bond principal	(1,750,000)
Line of credit	(462,643)
Bond proceeds	4,078,503
Advances from TxDOT FAA and other project agreements	3,746,385
Net cash used in capital and related financing activities	<u>940,359</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Receipts from interest income	<u>70,241</u>
Net increase in cash and cash equivalents	6,834,220
Cash and cash equivalents at beginning of year	<u>10,467,554</u>
Cash and cash equivalents at end of year	<u>\$ 17,301,774</u>

RECONCILIATION OF OPERATING INCOME TO NET CASH
PROVIDED BY OPERATING ACTIVITIES:

Operating income	\$ 3,385,924
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation expense	3,275,226
Changes in assets and liabilities:	
(Increase) decrease in due from other agencies and accounts receivable	(818,564)
(Decrease) in accounts payable	(37,996)
Decrease in deferred outflow of resources	<u>19,030</u>
Net cash flows provided by operating activities	<u>\$ 5,823,620</u>

See Accompanying Notes to the Financial Statements

(continued)

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Statements of Cash Flows - Continued
Year Ending September 30, 2021

RECONCILIATION OF ENDING CASH AND CASH EQUIVALENTS TO THE
STATEMENT OF NET POSITION:

Ending cash - Statement of Cash Flows	\$ 17,301,774
Less: amount reported in restricted assets	15,693,918
Ending cash - Statement of Net Position	<u>\$ 1,607,855</u>

See Accompanying Notes to the Financial Statements

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 1 – Organization and Summary of Significant Accounting Policies

The financial statements of the RMA have been prepared in conformity with Generally Accepted Accounting Principles in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. A summary of the RMA's accounting policies are described below:

A. Reporting Entity

The Cameron County Regional Mobility Authority (RMA) was authorized for creation on September 30, 2004 by the Texas Transportation Commission to promote and improve regional mobility within Cameron County. Since its creation, the RMA has committed itself to an ambitious series of economically sustainable projects to improve the quality of life for area residents and enable quality economic development. The RMA receives funds from Vehicle Registration Fees in Cameron County as well as interlocal revenues, toll revenues and grant funds for projects. The RMA is governed by a board of directors consisting of seven members with operations overseen by an Executive Director. The RMA operates with a small group of local staff and contracts many of its services with local area professionals.

In evaluating how to define the RMA, for financial reporting purposes, management has determined that there are no entities over which the RMA exercises significant influence. Significant influence or accountability is based primarily on operational or financial relationships with the RMA. Since the RMA does not exercise significant influence or accountability over other entities, it has no component units.

B. Basis of Accounting

The operations of the RMA are accounted for within a single proprietary (enterprise) fund through which all financial activities are recorded. The measurement focus for an enterprise fund is the flow of economic resources. An enterprise fund follows the accrual basis of accounting. Under the accrual basis of accounting, all assets, liabilities, deferred inflows and outflows of resources associated with the operations are included on the Statement of Net Position. Net position (i.e., total assets and deferred outflows net of total liabilities and deferred inflows) is segregated into amounts of net investment in capital assets, amounts restricted for capital activity, debt service pursuant to the bond indenture, other contractual restrictions, and amounts which are unrestricted. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned, expenses are recognized in the period in which they are incurred, and depreciation of capital assets is recognized in accordance with subsection F of this note.

C. Estimates

The preparation of the financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 1 – Organization and Summary of Significant Accounting Policies – Continued

D. Cash & Cash Equivalents

Cash and cash equivalents include cash on hand and demand deposits. These deposits are fully collateralized or covered by federal deposit insurance.

E. Accounts Receivable

The net accounts receivable as of September 30, 2021 is \$2,466,422 which is comprised of \$11,959,756 of gross accounts receivable related to tolls and vehicle registration fees with an allowance of \$9,493,334. The Company does not require collateral. Accounts are considered overdue when payment has not been received within 30 days of payment due date.

F. Capital Assets

Capital assets which include: property, equipment and infrastructure assets, are reported on the basis of original cost. Depreciation is computed on the straight-line method over the following estimated useful lives:

Buildings, 20-30 years
Improvements, 5-20 years
Software, 3-15 years
Infrastructure, 40 years
Equipment, 3-20 years

A full month's depreciation is taken in the month an asset is placed in service. When property and equipment are disposed of, depreciation is removed from the respective accounts, and the resulting gain or loss, if any, is recorded in operations.

G. Capital Contributions

Capital contributions are comprised of federal, state and local grants. The portion of the grants and reimbursements used for capital purposes are reflected as capital contributions in the Statement of Revenues, Expenses and Changes in Net Position. The funds are reimbursable contributions, whereas the RMA first pays for the project and is then reimbursed for all eligible expenses by the granting agency. The RMA considers all grants and contributions to be 100% collectible in accordance with contract terms.

H. Income Taxes

The RMA is a political subdivision of the State of Texas. As such, income earned in the exercise of its essential government functions is exempt from state or federal income taxes.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 1 – Organization and Summary of Significant Accounting Policies – Continued

I. Classification of Operating and Non-Operating Revenues and Expenses

The RMA defines operating revenues and expenses as those revenues and expenses generated by a specified program offering either a good or service. This definition is consistent with GASB Statement No. 9 which defines operating receipts as cash receipts from customers and other cash receipts that do not result from transactions defined as capital and related financing, non-capital financing or investing activities. Operating expenses for the RMA include the costs of administrative expenses, indirect administrative costs, depreciation and costs for contractual services associated with operations. Revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

J. Net Position

The RMA's policy on net position allows for the following three categories of net position:

- *Net investment in capital assets* – consists of capital assets net of accumulated depreciation, outstanding balances on borrowings attributable to the acquisition of capital assets, and deferred outflows and inflows of resources attributable to the acquisition of capital assets.
- *Restricted* – consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets.
- *Unrestricted* – consists of assets, deferred outflows, liabilities, and deferred inflows not included in the determination of net investment in capital assets, or the restricted component of net position.

Net Position at September 30, 2021:

Investment in capital assets, net	\$26,777,488
Restricted	
Reserved for debt service	10,018,534
Capital projects	3,979,881
Capital outlay	4,003,296
Unrestricted	3,703,112
Total Net Position	<u>\$ 48,482,312</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 1 – Organization and Summary of Significant Accounting Policies – Continued

K. Deferred Outflows and Inflows of Resources

The RMA has classified deferred inflows of resources as items that represent acquisition of net position that apply to future periods and will not be recognized as revenue until then. The RMA has classified deferred outflows of resources as certain items that represent a consumption of resources that apply to future periods and, therefore, will not be recognized as an expense until then.

L. Reclassifications

Certain amounts reported in previous periods have been reclassified to conform to the current year presentation.

M. Restricted Assets

Certain proceeds of the RMA's bonds and grants, as well as certain other resources are classified as restricted assets in the statements of net position because their use is limited by applicable bond covenants, contracts and grant agreements.

It is the RMA's policy to first apply restricted resources when an expense is incurred for purposes in which both restricted and unrestricted net assets are available.

N. Long-Term Bonds Payable, Bond Premiums, Discounts, and Issuance Costs

Long-term bonds payable are reported as liabilities in the statement of net position and include bond premiums and discounts. The RMA amortizes premiums and discounts over the estimated life of the bonds as an adjustment to interest expense. Bond issuance cost, other than prepaid insurance, is expensed as incurred, in accordance with GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*. Deferred gains/losses on refunding (the difference between the reacquisition price and the carrying value of the existing debt) are recorded as deferred outflows/inflows of resources and amortized over the shorter of, the life of the original bonds or the life of the refunding bonds.

O. Pensions

For purposes of measuring the net pension liability, net pension asset, deferred outflows and inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the RMA's participation in the Texas County and District Retirement System (TCDRS), an agent plan, and additions to/deductions from TCDRS's fiduciary net position have been determined on the same basis as they are reported by TCDRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 1 – Organization and Summary of Significant Accounting Policies – Continued

P. Investments

Investments are recorded at fair value. In February 2015, GASB issued its Statement No. 72, *Fair Value Measurement and Application*. This statement also provides guidance for applying fair value to certain investments and disclosures related to all fair value measurements. The RMA has investments required to be reported under GASB Statement No. 72 as of September 30, 2021.

Q. Toll Revenue and Vehicle Registration Fees

Toll revenues and vehicle registration fees are reported under the accrual basis of accounting. These revenues are recognized in the period which they are earned.

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 2 – Deposits and Investments

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the RMA will not be able to recover its deposits or its collateral securities that are in the possession of an outside party. The RMA complies with its investment policy for all its cash and cash equivalent accounts, which calls for safety of principal as the first priority in its deposit accounts. As of September 30, 2021, the carrying amount of the RMA's cash, cash equivalents, and restricted cash was \$17,301,773 of this total, \$15,693,918 was restricted and held in various bond trustee accounts in the BNY Mellon and interest check accounts in accordance with bond indenture agreements. The remainder \$1,607,855 was held in business interest checking accounts. There is no limit on the amount the RMA may deposit in any one institution. However, the Federal Deposit Insurance Corporation only insures up to \$250,000 per institution. The RMA is fully collateralized with pledged securities for amounts in excess of the FDIC limit for the year ended September 30, 2021.

Legal Contractual Provisions Governing Investments

The Public Funds Investment Act (Government Code Chapter 2256) contains specific provisions in the areas of investment practices, management reports and establishment of appropriate policies. Among other things, it requires the RMA to adopt, implement, and publicize an investment policy. The policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, (9) and bid solicitation preferences for certificates of deposit.

The Statutes authorize the RMA to invest in (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas; (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) banker's acceptances, (7) Mutual Funds, (8) Investment pools, (9) guaranteed investment contracts, (10) and common trust funds. The Act also requires the RMA to have independent auditors perform test procedures related to investment practices as provided by the Act. The RMA is in substantial compliance with the requirements of the Act and with local policies.

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 3 – Capital Assets

Depreciation expense for 2021 was \$3,275,226. The following schedule summarizes the capital assets and construction in process of the RMA as of September 30, 2021:

Capital Assets	October 1, 2020	Additions	Deletions	Reclassifications	September 30, 2021
Depreciable					
Buildings	\$ 202,803	\$ -	\$ -	\$ -	\$ 202,803
Improvements	20,791	-	-	-	20,791
Software	1,804,744	-	-	-	1,804,744
Infrastructure	107,835,477	-	-	-	107,835,477
Equipment	7,628,102	-	-	-	7,628,102
Total	117,491,917	-	-	-	117,491,917
Accumulated Depreciation					
Buildings	(55,771)	(10,140)	-	-	(65,911)
Improvements	(5,446)	(1,169)	-	-	(6,615)
Software	(473,303)	(119,926)	-	-	(593,229)
Infrastructure	(15,273,637)	(2,754,251)	-	-	(18,027,888)
Equipment	(2,677,814)	(389,740)	-	-	(3,067,554)
Total	(18,485,971)	(3,275,226)	-	-	(21,761,197)
Net Depreciable Assets	99,005,946	(3,275,226)	-	-	95,730,720
Non-Depreciable					
Land	154,268	-	-	-	154,268
Construction in process (CIP)	24,154,657	349,533	-	-	24,504,190
Total Capital Assets, CIP and Land	\$ 123,314,871	\$ (2,925,693)	\$ -	\$ -	\$ 120,389,178

Note 4 – Disaggregation of Receivable and Payable Balances

Receivables consisted of the following at September 30, 2021:

	Total
Vehicle registration fees	\$ 572,404
Due from other agencies	3,503,073
Tolls accounts receivable, net	1,894,018
Total Net Receivable	<u>\$ 5,969,495</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 4 – Disaggregation of Receivable and Payable Balances – Continued

Payables consisted of the following at September 30, 2021:

	<u>Total</u>
Operation payables	\$ 204,571
Project expenditures	<u>1,028,498</u>
Total Accounts Payable	<u><u>\$ 1,233,069</u></u>

Note 5 – Line of Credit

The RMA uses a revolving line of credit to finance a variety of transportation projects, including financing construction projects prior to issuance of the related bonds and other project financing. The fixed rate is 4.25% for the first year, adjusting automatically thereafter on the first and second anniversaries to a Fixed Rate equal to then current Wall Street Journal Prime Rate. The line of credit will mature on the third anniversary date and is Unsecured. Line of credit activity for the year ended September 30, 2021 was as follows:

<u>October 1, 2020</u>	<u>Draws</u>	<u>Repayments</u>	<u>September 30, 2021</u>	<u>September 30, Line of Credit Limit</u>
\$ 462,643	\$ -	\$ 462,643	\$ -	\$ 2,000,000

Note 6 – Non-Current Liabilities

Unearned revenue relates to funds received for projects developed in which the RMA will not retain ownership or maintenance of the project.

Amounts in Due to Other Agencies include the TxDOT Financial Assistance Agreements (FAA) amounts which are obligations provided by TxDOT for the further study and development of the following associated projects.

The TxDOT FAA for the South Padre Island 2nd Access project consists of two separate agreements executed in 2006 and 2014 for the maximum credit limit of \$9.2 million and \$5.1 million, respectively.

The TxDOT FAA for the West Parkway Project consists of the same agreement executed in 2006 for the SPI 2nd access. However, this project ultimately was not developed, and the RMA expects to confirm removal of the obligation in the upcoming fiscal year.

The TxDOT FAA for the Outer Parkway Project was executed in 2014 for a maximum credit limit of \$5.0 million. For each project development cost, in which an advancement is required from the above-mentioned FAA's, the RMA must seek approval for the development cost, scope, and vendor from TxDOT prior to utilizing the funds.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 6 – Non-Current Liabilities – Continued

The following schedule summarizes the non-current liabilities of the RMA as of September 30, 2021:

Unearned Revenue	October 1, 2020	Additions	Reductions	September 30, 2021	Credit Limit
Morrison Road	\$ 10,917	\$ -	\$ -	\$ 10,917	N/A
Indiana Road	18,126	-	-	18,126	N/A
Whipple Road	15,342	-	(8,994)	6,348	N/A
West Rail	-	325,000	(200,042)	124,958	N/A
Other	3,511	2,482	(3,511)	2,482	N/A
Total	\$ 47,896	\$ 327,482	\$ (212,547)	\$ 162,831	\$ -
Due to Other Agencies					
TxDot FAA - South Padre Island 2nd Access	\$ 12,991,920	\$ -	\$ -	\$ 12,991,920	\$ 14,300,000
TxDot FAA - West Parkway	2,244,589	-	-	2,244,589	N/A
TxDot FAA - Outer Parkway	780,179	-	-	780,179	5,000,000
Cameron County	167,500	-	-	167,500	N/A
Total	\$ 16,184,188	\$ -	\$ -	\$ 16,184,188	\$ 19,300,000

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 7 – Long-Term Bonds Payable

In June 2012, the RMA and Cameron County entered into the SH550 Funding and Development Agreement for a project titled “SH550 Direct Connector Transportation Project”. Cameron County issued \$40,000,000 Revenue and Tax bonds, Series 2012 (State Highway 550 Project) dated August 8, 2012 providing the construction funding for this project. As a condition, the RMA is obligated to repay the bonds together with interest at the same stated rates the County will pay on the Series 2012 bonds in addition to, if applicable, an administrative fee also known as a “CAF Fee. The bonds carry interest rates of 2.125% to 5.0% and mature through February 2038. In December 2016 through an advance refunding, a total of \$14.3 million in bonds were refunded. In March 2020, \$25 million were advance refunded. As of September 30, 2021, \$665,000 remains outstanding.

In January 2014, Cameron County issued \$5,000,000 Revenue and Tax Bonds, Series 2014 (State Highway 550 Project) dated March 1, 2014. As a condition of such funding, the RMA is obligated to repay the funding together with interest on the unpaid principal balance at the same stated rates of interest the County will pay on the Series 2014 bonds. Similar to the Series 2012 Bonds, the RMA is obligated to continue payment of the annual CAF Fee as calculated on the original issuance of the Series 2012 bonds. Series 2014 bonds carry interest rates of 2.0% to 5% and mature through February 2034. In December 2016 through an advanced refunding, a total of \$695,000 in bonds were refunded. The amount that remains outstanding as of September 30, 2021 is \$4.3 million.

In March 2015, the RMA issued \$4,500,000 Revenue and Tax Bonds, Series 2015 (State Highway 550 Project) to further provide funds for the “SH550 Direct Connector Transportation Project.” The RMA is responsible for repaying the principal and interest amounts as well as the annual CAF Fee on the bonds. The bonds have maturities between February 2020 and February 2040 and carry interest rates of 2.75% to 3.75%. In December 2016 through an advanced refunding, a total of \$245,000 in bonds were refunded. As of September 30, 2021, \$4.2 million remain outstanding.

On August 31, 2021, the RMA issued Vehicle Registration Revenue Bonds, Series 2021 in the amount of \$3.925 million. The RMA is obligated to repay the principal and interest amounts on the bonds as detailed in the official statement of the bonds. The Bond Series 2021 has maturities of February 2022 to 2041 and carry interest rates of 3% payable February 15 and August 15 of each year. Bond proceeds will be used for the purpose of paying project costs, funding the debt service and paying cost of issuance of the bonds. As of September 30, 2021, \$3.925 million remains outstanding.

Bond Refunding

In October 2014, the RMA issued \$6.3 million Vehicle Registration Fee Revenue Refunding Bonds, Series 2014. The Net proceeds of \$6.3 million (net of underwriters, financial advisor, and other costs of issuance) were used to advance refund \$6.2 million of the series 2010A Vehicle Registration Fee Revenue Bonds. Bond proceeds were used to purchase U.S. Government Securities which were deposited in an irrevocable trust with an escrow agent to provide for all future debt service payments.

As a result, the refunded bonds from the series 2010A Vehicle Registration Fee Revenue were considered to be defeased, and the liability for those bonds has been removed from the long-term debt of the RMA financial statements. The bonds carry interest rates of 2.0% to 2.25% and mature between February 2016 and February 2022. As of September 30, 2021, \$960,000 remain outstanding.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 7 – Long-Term Bonds Payable – Continued

On December 29, 2016 Cameron County issued \$15.8 Revenue and Tax Refunding Bonds Series 2016 for the SH550 project. The net proceeds of \$15.6 million (net of underwriters, financial advisor, and other costs of issuance) were used to advance refund \$15.3 of the series 2012, 2014, and 2015 SH550 Revenue bonds. The RMA is obligated to repay the funding together with interest on the unpaid principal balance at the same stated rates of interest the County will pay on the series 2016 bond issuance. Bond proceeds were used to purchase U.S. Government securities which were deposited in an irrevocable trust with an escrow agent to provide for all future debt service payments. As a result, the refunded bonds from series 2012, 2014, and 2015 SH550 Revenue and Tax bonds were considered to be defeased, and the liability for those bonds has been removed from the long-term debt of the RMA financials. The bonds have maturity between February 2035 and February 2042, and they carry interest rates of 3.75% to 5.0%. As of September 30, 2021, \$15.8 million remain outstanding.

On December 27, 2017, Cameron County and the RMA issued Vehicle Registration Fee Revenue Refunding Bonds, Series 2017 in the amount of \$4.4 million. The net proceeds of \$4.8 million (net of underwriters, financial advisor, and other cost of issuance) were used to advance refund \$4.4 million of Series 2010A Revenue bond. The RMA is obligated to repay the principal and interest amounts on the bonds as detailed in the official statement of the bonds. The Bond Series 2017 has maturities of February 2023 to 2026 and carry interest rates of 5% payable every February 15 and August 15 of each year. The bonds have maturity between February 2023 and February 2026, and they carry interest rates of 4.0%. As of September 30, 2021, \$4.4 million remain outstanding.

On March 26, 2019, the RMA issued Vehicle Registration Fee Revenue Refunding Bonds, Series 2019 in the amount of \$14.9 million. The net proceeds of \$14.9 million (net of underwriters, financial advisor, and other cost of issuance) were used to advance refund \$15.5 million of Series 2010B Revenue bond. The RMA is obligated to repay the principal and interest amounts on the bonds as detailed in the official statement of the bonds. The Bond Series 2019 has maturities of February 2027 to 2036 and carry interest rates of 5% payable February 15 and August 15 of each year. Bond proceeds were used to purchase U.S. Government Securities which were deposited in an irrevocable trust with an escrow agent to provide for all future debt service payments. As a result, the refunded bonds from the series 2010B Vehicle Registration Fee Revenue were considered to be defeased, and the liability for those bonds has been removed from the long-term debt of the RMA financial statements. As of September 30, 2021, \$14.9 million remain outstanding.

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 7 – Long-Term Bonds Payable – Continued

On March 31, 2020, the RMA issued Revenue and Tax Refunding Bonds, Series 2020 (SH 550 Project) in the amount of \$26.9 million. The net proceeds of \$26.9 million (net of underwriters, financial advisor, and other cost of issuance) were used to advance refund \$25.5 million of Series 2012 Revenue bond. The RMA is obligated to repay the principal and interest amounts on the bonds as detailed in the official statement of the bonds. The Bond Series 2020 has maturities of February 2021 to 2038 and carry interest rates of 5% payable February 15 and August 15 of each year. Bond proceeds were used to purchase U.S. Government Securities which were deposited in an irrevocable trust with an escrow agent to provide for all future debt service payments. As of September 30, 2021, \$26.1 million remains outstanding.

See summary below for additional details of the refunding:

Bond Refunding Series	Amount of Issuance	Cost of Issuance	Bond Premium	Net Proceeds	Average Coupon	Bonds Refunded Series	Principal Amount	Average Coupon of Refunded Bonds	Escrow Defeased
2014 Series Refunding	\$ 6,325,000	\$ (164,406)	\$ 137,092	\$ 6,297,686	2.12%	2010A	\$ 6,220,000	3.77%	Yes
2016 Series Refunding	15,805,000	(306,052)	100,180	15,599,128	4.09%	2012 2014 2015	14,340,000 695,000 245,000	4.92%	Yes
2017 Series Refunding	4,470,000	\$ (150,253)	\$ 456,100	4,775,847	4.00%	2010A	4,480,000	5.00%	Yes
2019 Series Refunding	14,925,000	\$ (278,173)	\$ 1,546,268	16,193,095	4.25%	2010B	15,535,000	6.55%	Yes
2020 Series Refunding	26,925,000 <u>\$ 68,450,000</u>	\$ (346,214) <u>\$ (1,245,098)</u>	\$ - <u>\$ 2,239,640</u>	26,578,786 <u>\$ 69,444,542</u>	2.51% <u></u>	2012	25,005,000 <u>\$ 66,520,000</u>	4.99% <u></u>	Yes <u></u>

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 7– Long-Term Bonds Payable – Continued

The following schedule summarizes the long-term bond payable of the RMA as of September 30, 2021:

Vehicle Registration Fee Bonds	October 1, 2020	Additions	Reductions	September 30, 2021	Due within one year
2014 Refunding Revenue Bonds	\$ 1,900,000	\$ -	\$ (940,000)	\$ 960,000	\$ 960,000
Plus: Premium	19,581	-	(19,581)	-	-
2017 Refunding Revenue Bonds	4,470,000	-	-	4,470,000	-
Plus: Premium	285,064	-	(57,013)	228,051	-
2019 Refunding Revenue Bonds	14,925,000	-	-	14,925,000	-
Plus: Premium	1,364,354	-	(90,957)	1,273,397	-
2021 Revenue Bonds	-	3,925,000	-	3,925,000	-
Plus: Premium	-	296,593	-	296,593	-
Total Vehicle Registration Fee Bonds	22,963,999	4,221,593	(1,107,551)	26,078,041	960,000
Revenue & Tax Bonds (SH550)					
2012 Revenue & Tax Bonds	655,000	-	-	655,000	655,000
Plus: Premium	243,606	-	(121,804)	121,802	-
2014 Revenue & Tax Bonds	4,305,000	-	-	4,305,000	265,000
Plus: Premium	84,621	-	(6,044)	78,577	-
2015 Revenue & Tax Bonds	4,255,000	-	-	4,255,000	155,000
Plus: Discount	(28,352)	-	1,417	(26,935)	-
2016 Refunding Revenue & Tax	15,805,000	-	-	15,805,000	-
Plus: Premium	84,614	-	(3,853)	80,761	-
2020 Refunding Revenue & Tax	26,925,000	-	(810,000)	26,115,000	-
Total Revenue & Tax Bonds (SH 550)	52,329,489	-	(940,284)	51,389,205	1,075,000
Total Long-Term Bonds Payable	\$ 75,293,488	\$ 4,221,593	\$ (2,047,835)	\$ 77,467,246	\$ 2,035,000

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 7 – Long-Term Bonds Payable – Continued

The annual debt requirements to maturities for revenue bonds are as follows:

	2014 Refunding Bonds Vehicle Registration Fee			2017 Refunding Bonds Vehicle Registration Fee		
	Principal	Interest	Total	Principal	Interest	Total
2022	\$ 960,000	\$ 10,800	\$ 970,800	\$ -	\$ 178,800	\$ 178,800
2023	-	-	-	1,055,000	157,700	1,212,700
2024	-	-	-	1,095,000	114,700	1,209,700
2025	-	-	-	1,135,000	70,100	1,205,100
2026	-	-	-	1,185,000	23,700	1,208,700
2027-2031	-	-	-	-	-	-
2032-2036	-	-	-	-	-	-
	<u>\$ 960,000</u>	<u>\$ 10,800</u>	<u>\$ 970,800</u>	<u>\$ 4,470,000</u>	<u>\$ 545,000</u>	<u>\$ 5,015,000</u>

	2019 Refunding Bonds Vehicle Registration Fee			2021 Revenue Bonds Vehicle Registration Fee		
	Principal	Interest	Total	Principal	Interest	Total
2022	\$ -	\$ 649,200	\$ 649,200	\$ -	\$ 106,878	\$ 106,878
2023	-	649,200	649,200	-	111,525	111,525
2024	-	649,200	649,200	-	111,525	111,525
2025	-	649,200	649,200	-	111,525	111,525
2026	-	649,200	649,200	-	111,525	111,525
2027-2031	6,685,000	2,449,450	9,134,450	-	557,625	557,625
2032-2036	8,240,000	849,800	9,089,800	-	557,625	557,625
2037-2041	-	-	-	3,925,000	273,263	4,198,263
	<u>\$ 14,925,000</u>	<u>\$ 6,545,250</u>	<u>\$ 21,470,250</u>	<u>\$ 3,925,000</u>	<u>\$ 1,941,491</u>	<u>\$ 5,866,491</u>

	2012 Revenue & Tax Bonds (SH550)			2014 Revenue & Tax Bonds (SH550)		
	Principal	Interest	Total	Principal	Interest	Total
2022	\$ 655,000	\$ 16,375	\$ 671,375	\$ 265,000	\$ 165,244	\$ 430,244
2023	-	-	-	270,000	156,212	426,212
2024	-	-	-	280,000	147,288	427,288
2025	-	-	-	290,000	138,556	428,556
2026	-	-	-	300,000	128,025	428,025
2027-2031	-	-	-	1,695,000	445,625	2,140,625
2032-2036	-	-	-	1,205,000	82,913	1,287,913
2037-2041	-	-	-	-	-	-
	<u>\$ 655,000</u>	<u>\$ 16,375</u>	<u>\$ 671,375</u>	<u>\$ 4,305,000</u>	<u>\$ 1,263,863</u>	<u>\$ 5,568,863</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 7 – Long-Term Bonds Payable – Continued

	2015 Revenue & Tax Bonds (SH550)			2016 Refunding Revenue & Tax Bonds (SH550)		
	Principal	Interest	Total	Principal	Interest	Total
2022	\$ 155,000	\$ 144,556	\$ 299,556	\$ -	\$ 649,700	\$ 649,700
2023	170,000	139,981	309,981	-	649,700	649,700
2024	175,000	134,913	309,913	-	649,700	649,700
2025	180,000	129,588	309,588	-	649,700	649,700
2026	185,000	124,113	309,113	-	649,700	649,700
2027-2031	1,025,000	525,241	1,550,241	-	3,248,500	3,248,500
2032-2036	1,215,000	329,697	1,544,697	1,185,000	3,189,875	4,374,875
2037-2041	1,150,000	88,500	1,238,500	10,935,000	2,154,725	13,089,725
2042-2046	-	-	-	3,685,000	73,700	3,758,700
	<u>\$ 4,255,000</u>	<u>\$ 1,616,589</u>	<u>\$ 5,871,589</u>	<u>\$ 15,805,000</u>	<u>\$ 11,915,300</u>	<u>\$ 27,720,300</u>

	2020 Refunding Revenue & Tax Bonds (SH550)			Total Bonds Payable		
	Principal	Interest	Total	Principal	Interest	Total
2022	\$ -	\$ 611,891	\$ 611,891	\$ 2,035,000	\$ 2,533,444	\$ 4,568,444
2023	810,000	605,929	1,415,929	2,305,000	2,470,247	4,775,247
2024	1,000,000	592,298	1,592,298	2,550,000	2,399,624	4,949,624
2025	1,150,000	575,462	1,725,462	2,755,000	2,324,131	5,079,131
2026	1,300,000	554,402	1,854,402	2,970,000	2,240,665	5,210,665
2027-2031	8,015,000	2,323,612	10,338,612	17,420,000	9,550,053	26,970,053
2032-2036	9,610,000	1,216,101	10,826,101	21,455,000	6,226,011	27,681,011
2037-2041	4,230,000	183,090	4,413,090	20,240,000	2,699,578	22,939,578
2042-2046	-	-	-	3,685,000	73,700	3,758,700
	<u>\$ 26,115,000</u>	<u>\$ 6,662,785</u>	<u>\$ 32,777,785</u>	<u>\$ 75,415,000</u>	<u>\$ 30,517,453</u>	<u>\$ 105,932,453</u>

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 8 – Interlocal and Grant Agreements

Cameron County

On April 11, 2006, Cameron County (County) entered into an agreement with the RMA whereby the County would provide an interest free loan of \$250,000 for the purpose of assisting the RMA in its organizational efforts. As of September 30, 2021, there was an outstanding balance of \$167,500. There were no payments made during fiscal year 2021.

Pass Through Agreement for Payment of Pass-Through Tolls by the Department

On February 22, 2012, the RMA and the TxDOT entered into an agreement for the pass through of toll payments for the development and operation of the SH550 Direct Connector toll project. This agreement provides for an annual payment of grant revenue for each vehicle mile traveled on the Direct Connector project for each project anniversary year. The minimum and maximum amount of annual payment are \$1,385,000 and \$2,770,000, respectively. The total maximum amount allowed to be paid through this agreement is \$30,470,000 with funds strictly used for repayment of the associated project bond debt. The revenues from this agreement are included in the pledged revenues for the 2012, 2014, 2015, and 2016 Revenue and Tax Bonds for the SH550 project issued by Cameron County. Revenues are recorded as capital contributions with any receivables included in the restricted portion of net assets. The remaining obligation by TxDot as of September 30, 2021 is \$22,160,000.

Transportation Reinvestment Zone No.6

On December 29, 2015, the County and the RMA entered into an agreement to participate in Transportation Reinvestment Zone (TRZ) No.6 in the County of Cameron. A TRZ is a transportation funding tool authorized by Senate Bill 1266 passed in the 80th Texas Legislature in 2007 that utilizes incremental property tax of a geographical area to support the funding of transportation infrastructure needs within the area. The RMA and Cameron County have existing TRZ's No. 1-5 that date back to 2010. The purpose of TRZ No. 6 is to expand the geographical area to cover the entire County and increase the number of eligible projects. The interlocal agreement is a long-term agreement with various requirements embedded. Total revenue recognized since inception as of September 30, 2021 is \$5,006,759.

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 8 – Interlocal and Grant Agreements - Continued

Toll System Implementation Services, Support and Maintenance, and Toll Collection Processing

On June 5, 2017, the RMA and the City of Pharr entered into an agreement for the RMA to provide services for a toll system implementation, maintenance support and toll collection processing for the Pharr International Bridge. The City of Pharr will acquire the services of the RMA and its vendors for the design, testing, implementation, and maintenance of the toll collection system including a full-service back office system. The City of Pharr will also allow for the interoperability of the toll collection system of the Pharr International Bridge and that of the SH 550 toll road to improve the electronic toll collection of commercial traffic traveling into Mexico through the Pharr International Bridge.

CCRMA to Develop Projects On Behalf of Cameron County

On August 15, 2017, the RMA and Cameron County entered into an agreement to allow the RMA to develop projects on behalf of Cameron County. The RMA will provide all the necessary coordination with TxDOT and other necessary agencies for the development of transportation projects through environmental, design and construction phases. Projects include international bridges owned and operated by Cameron County, Interstate development and projects identified within the Transportation Reinvestment Zone No. 6 agreement. Prior to work commencing on either project, the RMA will provide a scope, cost, and overview of work to the Cameron County Commissioners Court for approval.

CCRMA to Provide IT Staff for Maintenance to the International Bridge and Park Systems of Electronic Toll Collection

On October 17, 2017, the RMA and Cameron County entered into an agreement for the provision of IT staff to be used for County Toll Collection Facilities. The IT staff would be a full time RMA employee that specializes in the maintenance and operation of electronic toll collection systems to provide routine maintenance, troubleshooting and support to the County staff. The County will pay the RMA a fixed monthly amount of \$3,333 for the life of the agreement and will provide reimbursement to staff expenses such as mileage and other pre-approved expenses.

CCRMA to Develop Projects On Behalf of Cameron County for the Old Alice Road Project

On February 6, 2018, the RMA and Cameron County entered into an agreement to coordinate with Texas Department of Transportation the necessary environmental document as well as coordinating with any state and federal agencies any issues arising during the environmental phase studies. The value of the service to be provided by the RMA is \$100,000.

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 8 – Interlocal and Grant Agreements - Continued

CCRMA to Provide Services to the City of Brownsville to Develop Highway and Airport Projects

On April 3, 2018, the RMA and the City of Brownsville entered into an agreement to coordinate with proper agencies to advance the project through the design and environmental phases on behalf of the City.

CCRMA to Develop Whipple Road On Behalf of City of Los Fresnos

On April 10, 2018, the RMA and the City of Los Fresnos entered into an agreement to coordinate with proper agencies to advance the project through the design and environmental phases on behalf of the City.

CCRMA to Assist and Developing Projects in Starr County, Texas

On April 12, 2018, the RMA and the Starr County Industrial Foundation, (SCIF) entered into an agreement to coordinate and assist in identifying projects with SCIF and to assist in advancing the projects through the Advanced Project Development, Design and Construction Phases.

Cameron County to utilize the CCRMA's consultant during the 86th Legislative Session

On December 18, 2018, the RMA and the Cameron County entered into an agreement to utilize the RMA's consultant during the 86th Legislative session. Consultant will assist County with any legislative issue that may arise during the legislative session. Consultant will report directly to County for any issues associated with the County. The agreement was for six months for a total of \$48,000. On June 25, 2019, the agreement was extended an additional six months for an additional \$48,000. On February 18, 2020, the agreement was extended to September 30, 2021 for an additional \$54,000.

CCRMA to Provide Circulation Study at Isla Blanca Park in Cameron County, Texas

On April 2, 2019, the RMA and the Cameron County entered into an agreement to provide a circulation study at Isla Blanca Park located in South Padre Island, Cameron County, Texas. The cost of services and the annual amount of the agreement is not to exceed \$25,000. The agreement shall be for one year, beginning on April 2, 2019 and terminate on April 1, 2020. The agreement was amended on October 29, 2019 for an additional \$12,240. The RMA began the project in fiscal year 2019 and completed in fiscal year 2021.

Toll System Implementation Services, Support and Maintenance, and Toll Collection Processing

On June 10, 2019, the RMA and the Cameron County entered into an agreement for the RMA to provide services for a toll system implementation, maintenance support and toll collection processing for the International Bridge and the Park User Fee Systems. As of September 30, 2021, the project is ongoing.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 8 – Interlocal and Grant Agreements - Continued

CCRMA Executive Director to Perform as Interim County Administrator

On July 22, 2019, the RMA and Cameron County entered into an agreement for Executive Director to perform interim administrator duties for Cameron County. The County will pay the RMA a fixed monthly amount of \$10,000 for the life of the agreement.

CCRMA Advanced Funding Agreements with Texas Department of Transportation

On October 18, 2019, the RMA Board of Directors passed a resolution authorizing the execution of an Advanced Funding Agreement with the Texas Department of Transportation for the development of the SH 550 GAP II project with use of Federal Funds in the amount of \$17,500,000.

On November 07, 2019, the RMA Board of Directors passed a resolution authorizing the execution of an Advanced Funding Agreement with the Texas Department of Transportation for the development of the East Loop project with use of Federal, State and Local funds in the amount of \$4,025,000.

On December 12, 2019, the RMA Board of Directors passed a resolution authorizing the execution of an Advanced Funding Agreement with the Texas Department of Transportation for the development of the West Boulevard project with use of Federal and Local funds in the amount of \$1,000,000.

CCRMA to Develop Preliminary Engineering and Environmental Document for the City of Brownsville, Texas

On December 3, 2019, the RMA and the City of Brownsville entered in an agreement for the RMA to develop Preliminary Engineering and Environmental documents as well as Plans, Specifications and Estimates, and complete any project development activities to develop the West Rail Corridor Project to a Ready-to-Let Status for construction. This project is fully funded with local funds for Preliminary Engineering and fully funded for construction engineering with Category 7 funds at the Metropolitan Planning Organization based on current estimates. In addition to serving as Project Manager, the RMA will be responsible for the preparation of the Environmental document, Traffic studies and Cultural Resource studies totaling approximately \$250,000.

CCRMA to Acquire Right of Way Needed for East Loop Project

On December 10, 2019, the RMA and Cameron County entered in an agreement for the RMA to begin acquiring right of way needed for the East Loop Project including but not limited to a land swap with U.S. Fish and Wildlife Service, conduct aerial photography, prepare right of way mapping, and conduct subsurface utility engineering. Cameron County will provide funding in the amount of \$1.2 million. On February 23, 2021, agreement was amended to increase the original amount by \$316,921.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 8 – Interlocal and Grant Agreements - Continued

CCRMA to Develop Preliminary Engineering and Environmental Document in Cameron County, Texas

On December 10, 2019, the RMA and Cameron County entered in an agreement for the RMA to develop Preliminary Engineering and Environmental documents as well as Plans, Specifications and Estimates, and complete any project development activities to develop the West Rail Corridor Project to a Ready-to-Let Status for construction. This project is fully funded with local funds for Preliminary Engineering and fully funded for construction engineering with Category 7 funds at the Metropolitan Planning Organization based on current estimates. In addition to serving as Project Manager, the RMA will be responsible for the preparation of the environmental document, traffic studies and cultural resource studies totaling approximately \$150,000.

CCRMA to Provide Design, Engineering, Architectural and Construction Management in Cameron County, Texas

On January 7, 2020, the RMA and the Cameron County entered into an agreement to provide the Parks System design, engineering, architectural and construction management services for the Mountain Bike Trail at the Pedro “Pete” Benavides County Park in Cameron County, Texas. On May 25, 2021, Cameron County approved an amendment with the RMA to expand their scope of services to include and design, engineering, architectural and construction management services for a covered basketball court at Pedro “Pete” Benavides Recreational Park.

CCRMA to Provide Cameron County Park Systems Design, Engineering, Architectural and Construction Management Services for Various Projects.

On January 7, 2020, the RMA and the Cameron County entered into an agreement to provide the Parks System design, engineering, architectural and construction management services for the following projects at Isla Blanca Park:

- Administration Building
- Maintenance Warehouse
- Registration Office
- Toll Gantry/Toll Booth

CCRMA to Prepare an Environmental Document in Cameron County, Texas

On March 3, 2020, the RMA and Cameron County entered in an agreement for the RMA to prepare an Environmental Document for a project at the Cameron County Airport. The cost of services and the annual amount of the agreement is not to exceed \$25,000. The agreement shall be for one year, beginning on March 3, 2020 and terminate on March 2, 2021.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 8 – Interlocal and Grant Agreements - Continued

CCRMA to Develop Preliminary Engineering and Environmental Documents in Cameron County, Texas (Old Alice Road)

On March 17, 2020, the RMA and Cameron County entered in an agreement for the RMA to develop Preliminary Engineering and Environmental documents as well as Plans, Specifications and Estimates, and complete any project development activities to develop the project to a Ready-to-Let Status for construction. This project is fully funded with local funds for Preliminary Engineering and fully funded for construction engineering with Category 7 funds at the Metropolitan Planning Organization based on current estimates. In addition to serving as Project Manager, the RMA will be responsible for the preparation of the Environmental document, Traffic studies and Cultural Resource studies totaling approximately \$229,000,

CTRMA to provide tag transaction processing services to RMA

On August 20, 2020, the RMA negotiated a new interlocal agreement with Central Texas Regional Mobility Authority (CTRMA), that would continue providing transponder processing services to related to SH 550 Toll Project and other future transportation projects that may need transponder-based toll transaction processing services.

CCRMA to Develop Preliminary Engineering and Environmental Document in Cameron County, Texas (Dana Road Project)

On March 3, 2020, the RMA and the Cameron County entered in an agreement to allow the RMA, as Project Sponsor to develop Preliminary Engineering and Environmental documents as well as Plans, Specifications and Estimates, and complete any project development activities to develop the project to a Ready-to-Let Status for construction. This project has Category 7 funds for Construction at the Rio Grande Valley Metropolitan Planning in addition to local funds listed in this agreement being used to expedite project development. In addition to serving as Project Sponsor, the RMA will be responsible for the preparation of the Environmental document, Traffic studies and Cultural Resource studies totaling approximately \$250,000.

CCRMA to Develop Preliminary Engineering and Environmental Document in City of Brownsville, Texas (Dana Road Project)

On July 7, 2020, the RMA and the City of Brownsville entered in an agreement to allow the RMA, as Project Sponsor to develop Preliminary Engineering and Environmental documents as well as Plans, Specifications and Estimates, and complete any project development activities to develop the project to a Ready-to-Let Status for construction. This project has Category 7 funds for Construction at the Rio Grande Valley Metropolitan Planning in addition to local funds listed in this agreement being used to expedite project development. In addition to serving as Project Sponsor, the RMA will be responsible for the preparation of the Environmental document, Traffic studies and Cultural Resource studies totaling approximately \$300,000.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
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Note 8 – Interlocal and Grant Agreements – Continued

Transportation Reinvestment Zone No.6

On October 27, 2020, the RMA and Cameron County entered into an agreement to amend the Transportation Reinvestment Zone (TRZ) No.6 in the County of Cameron.

Cameron County to utilize the CCRMA's consultant during the 86th and 87th Legislative Session

On December 19, 2020, the RMA and Cameron County entered into an agreement to allow the CCRMA's Consultant, Pathfinder Public Affairs, to assist with legislation and other issues associated with the 86th and 87th legislature. The cost of the services and the amount of this agreement is \$32,000, which will be paid by the County. The agreement will terminate December 31, 2020, unless extended by action of both RMA and Cameron County.

On February 23, 2021, the RMA and Cameron County entered into an agreement to allow the CCRMA's Consultant, Pathfinder Public Affairs, to assist with legislation and other issues associated with the 87th legislature. The cost of the services and the amount of this agreement is \$96,000, which will be paid by the County. The agreement will cover period from January 1, 2021, and will terminate December 31, 2021, unless extended by action of both RMA and Cameron County.

CCRMA to Develop Preliminary Engineering and Environmental Documents in Cameron County, Texas (Old Alice Road)

On March 30, 2021, the RMA and Cameron County entered in an agreement for the RMA to develop Preliminary Engineering and Environmental documents as well as Plans, Specifications and Estimates, and complete any project development activities to develop the project to a Ready-to-Let Status for construction. This project is fully funded with local funds for Preliminary Engineering and fully funded for construction engineering with Category 7 funds at the Metropolitan Planning Organization based on current estimates. County will provide funding in the amount of \$350,000 for completing work described above.

CCRMA to collaborate with Cameron County for Marketing Services

On April 13, 2021, the RMA and the Cameron County entered in an agreement to allow the RMA to collaborate with Cameron County International Bridge System and the Cameron County Parks System on marketing efforts with a goal of increasing traffic for both County and CCRMA.

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
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Notes to Financial Statements
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Note 8 – Interlocal and Grant Agreements - Continued

CCRMA to collaborate with Cameron County on Project Development for Road projects and Construction Management efforts on Park projects.

On June 24, 2021, the RMA and the Cameron County entered in an agreement to allow the RMA to collaborate with Cameron County on Project Development for Road projects and Construction Management efforts on Park projects. This agreement shall be for three years, beginning July 1, 2021 and ending June 30, 2024.

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
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Note 9 – Advertising

The RMA incurs advertising expenses to promote community awareness of existing and ongoing projects. These expenditures include public relation events, website, social media marketing of toll operations, and other general advertising-related activities. These expenses are expensed in the year occurred. For the year ended September 30, 2021, the RMA expended \$35,117 in advertising.

Note 10 – Risk Management

In conjunction with its normal operations, the RMA is exposed to various risks related to the damage or destruction of its assets from both natural and man-made occurrences; tort/liability claims; error and omission claims, and professional liability claims. As a result of these exposures, the RMA carries insurance with a governmental risk pool under an “all risks” policy. All categories of insurance coverage in place were either maintained at current levels or increased as to overall limits of coverage and reduction of self-retained risk as to reduce the overall exposure of risk to the RMA. There were no settlements in excess of insurance coverage during fiscal year 2021.

Note 11 – Subsequent Events

CCRMA Executive Director to Perform as Interim County Administrator

On October 26, 2021, the agreement was extended for thirty-six (36) months.

CCRMA to Continue With the East Loop Preliminary Engineering in Cameron County, Texas

On November 9, 2021, the RMA and Cameron County entered in an agreement for the RMA to continue with the East Loop final Preliminary Engineering and negotiations with IBWC and USFWS as well as other coordination with TxDot as well as surveying, mapping and other coordination required by TxDot. The County will provide funding in the amount of \$3,000,000.

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
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Notes to Financial Statements
September 30, 2021

Note 11 – Subsequent Events- Continued

CCRMA to Continue With SPI 2nd Causeway Preliminary Engineering in Cameron County, Texas

On November 9, 2021, the RMA and Cameron County entered in an agreement for the RMA to complete the final environment document (EIS) and schematics for the SPI 2nd Access as well as negotiations with U.S. Army Corps of Engineers, Coast Guard, USFWS, TPWD and other state and federal agencies including coordination with TX Dot. The County will provide funding in the amount of \$1,500,000.

CCRMA to Contract with a Contractor to Construct Toll Booths at Isla Blanca Park

On November 9, 2021, the RMA and Cameron County entered in an agreement for the RMA to contract with a contractor to construct the toll booths at Isla Blanca Park.

CCRMA to Continue With the Old Alice Preliminary Engineering in Cameron County, Texas

On December 7, 2021, the RMA and Cameron County entered in an agreement for the RMA to complete coordinate with Texas Department of Transportation (TX Dot) the necessary approvals for design and engineering and coordinate with may state and federal agencies, including Olmito Water Supply Corporation regarding issues arising during the design, and engineering phase. The County will provide \$1,500,000.

CCRMA to Continue With the Old Alice Preliminary Engineering in Cameron County, Texas

On December 7, 2021, the RMA and City of Brownsville entered in an agreement for the RMA to continue with the East Loop final Preliminary Engineering and negotiations with IBWC and USFWS as well as other coordination with TxDot as well as surveying, mapping and other coordination required by TxDot. The City will provide funding in the amount of \$3,000,000.

Cameron County to utilize the CCRMA's consultant during the 87th Legislative Session

On December 16, 2021, the agreement was extended from January 1, 2022, through December 31, 2022. The cost of the service is \$96,000 paid by the County.

In December 2021, the RMA settled a litigation suit and agreed to a motion to dismiss the lawsuit in its entirety with prejudice.

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
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Notes to Financial Statements
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Note 12 – Employee Retirement System

A. Plan Description

The Authority participates as one of 677 nontraditional defined benefit pension plans administered by the Texas County and District Retirement System (TCDRS). The TCDRS is an agency created by the Texas Legislature and administrated in accordance with the TCDRS Act, as an agent multiple-employer retirement system for county and district employees in the State of Texas. The TCDRS Act places the general administration and management of the TCDRS with an independent nine-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TCDRS is not fiscally dependent on the State of Texas. TCDRS's defined benefit pension plan is a tax-qualified plan under Section 401(a) of the Internal Revenue Code. TCDRS issues a publicly available comprehensive annual financial report (CAFR) that can be obtained at www.tcdrs.org.

All eligible employees of the Authority are required to participate in TCDRS.

B. Benefits Provided

TCDRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the employer, within the options available in the Texas state statutes governing TCDRS (TCDRS Act).

Benefit amounts are determined by the sum of the employees contributions to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the employer within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated contributions and the employer-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act. The plan provisions are adopted by the governing body of the employer, within the options available in the TCDRS Act.

Members can retire at ages 60 and above with 8 or more years of service, with 20 years of service regardless of age, or when the sum of their age and years of service equals 75 or greater. Members are vested after 8 years of service but must leave their accumulated contributions in the plan to receive any employer-financed benefit. Members who withdraw their personal contributions in a lump sum are not entitled to any amounts contributed by their employer.

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 12 – Employee Retirement System – Continued

B. Benefits Provided - Continued

Employees Covered by Benefit Terms

At December 31, 2020 valuation and measurement date, the following amount of employees were covered by the benefit terms:

	<u>2020</u>
Number of inactive employees entitled to but not yet receiving benefits	12
Number of active employees:	19
Average monthly salary*:	\$4,701
Average age*:	36.53
Average length of service in years*:	7.92

* *Averages reported for active employees*

C. Contributions

The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members. The deposit rate for employees is 4%, 5%, 6% or 7% of compensation, as adopted by the employer's governing body. The employee contribution rate may be changed by the governing body of the employer within the options available in the TCDRS Act. Under the TCDRS Act, the contributions rate of the employer is actuarially determined annually using the Entry Age Normal (EAN) actuarial cost method.

Employees for the Authority are required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the Authority were 9.40%, 9.70% and 9.72% in calendar years 2019, 2020, and 2021 respectively. The Authority's contributions for the year ended September 30, 2021 was \$102,257

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
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Notes to Financial Statements
September 30, 2021

Note 12 – Employee Retirement System – Continued

D. Net Pension Asset

The Authority's net pension asset (NPA) was measured as of December 31, 2020, and the total pension liability used to calculate the net pension asset was determined by an annual actuarial valuation as of that date.

Actuarial Assumptions

The total pension liability/asset in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions:

	<u>2020</u>
Inflation	2.50%
Salary increases (including inflation and average)	4.6%
Investment rate of return	7.6%

Mortality rates were based on the following:

Depositing members	90% of the RP-2014 Active Employee Mortality Table for males and 90% of the RP-2014 Active Employee Mortality Table for females, projected with 110% of the MP-2014 Ultimate scale after 2014.
Service retirees, beneficiaries and non-depositing members	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Tables for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.
Disabled retirees	130% of the RP-2014 Disabled Annuitant Mortality Table for males and 115% of the RP-2014 Disabled Annuitant Mortality Tables for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.

The actuarial assumptions used in the December 31, 2020 valuation were based on the results of an actuarial experience study for the period January 1, 2013 – December 31, 2016 except where required to be different by GASB 68.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
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Notes to Financial Statements
September 30, 2021

Note 12 – Employee Retirement System - Continued

Long-Term Expected Rate of Return

The long-term expected rate of return on TCDRS assets is 7.60%. The long-term expected rate of return is determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2021 information for a 10 year time horizon.

Note that the valuation assumption for long-term expected return is re-assessed in detail at a minimum of every four years, and is set based on a long-term time horizon; the most recent analysis was performed in 2021. The assumption for the long-term expected return is reviewed annually for continued compliance with the relevant actuarial standards of practice. Milliman relies on the expertise of Cliffwater in this assessment.

The numbers shown below are based on January 2021 information for a 10-year time horizon.

Asset Class	Benchmark	Target Allocation ⁽¹⁾	Geometric Real Rate of Return (Expected minus Inflation) ⁽²⁾
US Equities	Dow Jones U.S. Total Stock Market Index	11.50%	4.25%
Global Equities	MSCI World (net) Index	2.50%	4.55%
Int'l Equities - Developed Markets	MSCI World Ex USA (net) Index	5.00%	4.25%
Int'l Equities - Emerging Markets	MSCI Emerging Markets (net) Index	6.00%	4.75%
Investment-Grade Bonds	Bloomberg Barclays U.S. Aggregate Bond Index	3.00%	-0.85%
Strategic Credit	FTSE High Yield Cash-Pay Capped Index	9.00%	2.11%
Direct Lending	S&P/LSTA Leveraged Loan Index	16.00%	6.70%
Distressed Debt	Cambridge Associates Distressed Securities Index ⁽³⁾	4.00%	5.70%
REIT Equities	67% FTSE NAREIT All Equity REITs Index + 33%	2.00%	3.45%
Master Limited Partnerships	Alerian MLP Index	2.00%	5.10%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index ⁽⁵⁾	6.00%	4.90%
Private Equity	Cambridge Associates Global Private Equity & Venture Capital Index ⁽⁵⁾	25.00%	7.25%
Hedge Funds	Hedge Fund Research, Inc. (HFRI) Fund of Funds	6.00%	1.85%
Cash Equivalents	90-Day U.S. Treasury	2.00%	-0.70%

⁽¹⁾ Target asset allocation adopted at the March 2021 TCDRS Board meeting.

⁽²⁾ Geometric real rates of return equal the expected return minus the assumed inflation rate of 2.0%, per Cliffwater's 2021 capital market assumptions.

⁽³⁾ Includes vintage years 2005-present of Quarter Pooled Horizon IRRs.

⁽⁴⁾ Includes vintage years 2007-present of Quarter Pooled Horizon IRRs.

⁽⁵⁾ Includes vintage years 2006-present of Quarter Pooled Horizon IRRs.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 12 – Employee Retirement System - Continued

Discount Rate

The discount rate used to measure the total pension liability was 7.60%. The rate reflects the long-term rate of return funding valuation assumption of 7.50%, plus a 0.10% adjustment to be gross of administrative expenses as required by GASB 68. The method used to determine the discount rate reflects the following funding requirements under the employer's funding policy and the legal requirements under the TCDRS Act:

- TCDRS has a funding policy where the Unfunded Actuarial Accrued Liability (UALL) shall be amortized as a level percent of pay over 20-year closed layer periods.
- Under the TCDRS Act, the employer is legally required to make the contribution specified in the funding policy.
- The employer's assets are projected to exceed its accrued liabilities in 20 years or less. When this point is reached, the employer is still required to contribute at least the normal cost.
- Any increased cost due to the adoption of a COLA is required to be funded over a period of 15 years, if applicable.

The plan's fiduciary net position is projected to be available to make all projected future benefit payments of current active, inactive, and retired members. Since the projected fiduciary net position is projected to be sufficient to pay projected benefit payments in all future years, the discount rate for purposes of calculating the total pension liability and the net pension liability of the employer is equal to the long-term assumed rate of return on investments.

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 12– Employee Retirement System - Continued

Changes in the Net Pension Liability/(Asset)

The Authority's changes in net pension liability/(asset) as of December 31, 2019 were as follows:
Note: Rounding differences may exist below or in other tables in this report.

	Total Pension Liability (a)	Fiduciary Net Position (b)	Net Pension Liability/(Asset) (a) - (b)
Balances as of December 31, 2019	\$ 776,962	\$ 835,952	\$ (58,990)
Changes for the year:			
Service Cost	206,038	-	206,038
Interest on total pension liability ⁽¹⁾	79,557	-	79,557
Effect of plan changes ⁽²⁾	-	-	-
Effect of economic/demographic gains or losses	(140,071)	-	(140,071)
Effect of assumptions changes or inputs	66,872	-	66,872
Refund of contributions	(1,672)	(1,672)	-
Benefit payments	-	(812)	812
Administrative expenses	-	77,959	(77,959)
Member contributions	-	86,733	(86,733)
Net investment income	-	106,691	(106,691)
Employer contributions	-	-	-
Other ⁽³⁾	-	5,498	(5,498)
Balances as of December 31, 2020	\$ 987,686	\$ 1,110,349	\$ (122,663)

⁽¹⁾ Reflects the change in the liability due to the time value of money. TCDRS does not charge fees or interest.

⁽²⁾ No plan changes valued.

⁽³⁾ Relates to allocation of system-wide items.

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 12 – Employee Retirement System - Continued

Sensitivity Analysis

The following presents the net pension liability/(asset) of the Authority, calculated using the discount rate of 7.60%, as well as what the Authority's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.60%) or 1 percentage point higher (8.60%) than the current rate:

	As of December 31, 2020		
	1% Decrease	Current	1% Increase
	6.60%	Discount Rate	8.60%
		7.60%	
Total pension liability	\$ 1,150,662	\$ 987,686	\$ 855,440
Fiduciary net position	1,110,348	1,110,349	1,110,348
Net pension liability/(asset)	<u>\$ 40,314</u>	<u>\$ (122,663)</u>	<u>\$ (254,908)</u>

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued TCDRS financial report. That report may be obtained on the internet at www.tcdrs.org

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
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Notes to Financial Statements
September 30, 2021

Note 12– Employee Retirement System – Continued

C. Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

The RMA recognized the following pension expense/(income):

<u>Pension Expense/(Income)</u>	<u>January 1, 2020 to December 31, 2020</u>
Service cost	\$ 206,038
Interest on total pension liability ⁽¹⁾	79,557
Effect of plan changes	-
Administrative expenses	812
Member contributions	(77,959)
Expected investment return net of investment expenses	(75,164)
Recognition of deferred inflows/outflows of resources	-
Recognition of economic/demographic gains or losses	(9,187)
Recognition of assumption changes or inputs	5,185
Recognition of investment gains or losses	(2,498)
Other ⁽²⁾	(5,498)
Pension expense/(income)	<u>\$ 121,286</u>

⁽¹⁾ Reflects the change in the liability due to the time value of money.
TCDRS does not charge fees or interest.

⁽²⁾ Relates to allocation of system-wide items.

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Notes to Financial Statements
September 30, 2021

Note 12 – Employee Retirement System – Continued

At September 30, 2021, the Authority reported deferred inflows and outflows of resources related to pensions from the following sources:

	2021	
	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	\$ 151,135	\$ 50,358
Changes of assumptions	184	62,607
Net difference between projected and actual earnings	16,708	-
Contributions made subsequent to measurement date ⁽¹⁾	-	79,355
Total deferred outflow/inflow of resources related to pension	<u>\$ 168,027</u>	<u>\$ 192,320</u>

⁽¹⁾ Any eligible employer contributions made subsequent to the measurement date through the employer's fiscal year end should be reflected as outlined in Appendix D of this report.

The total of \$79,335 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date, will be recognized as a reduction of net pension liability(asset) for the year ending September 30, 2021. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended	
December 31,	
2021	(7,408)
2022	(5,255)
2023	(13,738)
2024	(6,315)
2025	(4,002)
Thereafter ⁽²⁾	(18,344)

⁽²⁾ Total remaining balance to be recognized in future years, if any. Note that additional future deferred inflows and outflows of resources may impact these numbers.

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Required Supplementary Information – Pension Plan
September 30, 2021

Note 12 – Employee Retirement System – Continued

Schedule of Changes in Net Pension Liability and Related Ratios

	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability							
Service cost	\$ 206,038	\$ 193,459	\$ 147,778	\$ 110,207	\$ 97,136	\$ 29,965	\$ 26,781
Interest on total pension liability	79,557	59,273	39,371	26,057	12,438	3,177	1,063
Effect of plan changes	-	-	-	-	-	(7,993)	-
Effect of assumption changes or inputs	66,872	-	-	(228)	-	1,190	-
Effect of economic/demographic (gains) or losses	(140,071)	(12,772)	14,126	(9,238)	(4,027)	51,726	26
Benefit payments/refunds of contributions	(1,672)	(2,554)	-	-	-	-	-
Net change in total pension liability	210,724	237,406	201,275	126,798	105,547	78,066	27,870
Total pension liability, beginning	776,961	539,556	338,281	211,483	105,936	27,870	-
Total pension liability, ending (a)	\$ 987,685	\$ 776,961	\$ 539,556	\$ 338,281	\$ 211,483	\$ 105,936	\$ 27,870
Fiduciary Net Position							
Employer contributions	\$ 106,691	\$ 113,914	\$ 98,760	\$ 74,062	\$ 56,885	\$ 48,069	\$ 13,390
Member contributions	77,958	84,450	71,197	53,613	40,674	33,217	9,253
Investment income net of investment expenses	86,733	89,253	(5,091)	33,131	7,855	(1,137)	89
Benefit payments/refunds of contributions	(1,672)	(2,554)	-	-	-	-	-
Administrative expenses	(812)	(637)	(438)	(250)	(85)	(47)	(9)
Other	5,497	6,820	5,101	1,709	4,764	(6)	(1)
Net change in fiduciary net position	\$ 274,396	\$ 291,246	\$ 169,529	\$ 162,266	\$ 110,092	\$ 80,096	\$ 22,723
Fiduciary net position, beginning	835,952	544,706	375,176	212,911	102,819	22,723	-
Fiduciary net position, ending (b)	\$ 1,110,348	\$ 835,952	\$ 544,706	\$ 375,176	\$ 212,911	\$ 102,819	\$ 22,723
Net pension liability/(asset), ending = (a) - (b)	\$ (122,663)	\$ (58,991)	\$ (5,150)	\$ (36,895)	\$ (1,428)	\$ 3,116	\$ 5,147
Fiduciary net position as a % of total pension liability	112.42%	107.59%	100.95%	110.91%	100.68%	97.06%	81.53%
Pensionable covered payroll	\$ 1,113,692	\$ 1,206,422	\$ 1,017,093	\$ 765,897	\$ 581,050	\$ 474,522	\$ 198,278
Net pension liability as a % of covered payroll	-11.01%	-4.89%	-0.51%	-4.82%	-0.25%	0.66%	2.60%

Note: Schedule shows seven years for which the new GASB 68 has been implemented.

Note: Rounding errors may exist above or in other tables of this report

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Required Supplementary Information – Pension Plan
September 30, 2021

Note 12 – Employee Retirement System – Continued

Schedule of Employer Contributions						
Year Ending September 30,	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Pensionable Covered Payroll (1)	Actual Contribution as a % of Covered Payroll	
2015	\$ 33,376	\$ 33,376	\$ -	\$ 333,027	10.0%	
2016	55,072	55,072	-	481,394	11.4%	
2017	69,348	69,348	-	714,520	9.7%	
2018	94,034	94,034	-	969,510	9.7%	
2019	110,756	110,756	-	1,168,025	9.5%	
2020	117,081	117,081	-	1,382,308	8.5%	
2021	102,257	102,257	-	1,453,723	7.0%	

(1) TCDRS calculates actuarially determined contributions on a calendar year basis. GASB Statement No. 68 indicated the employer should report employer contributions amounts on a fiscal year basis. If additional assistance is needed, please contact TCDRS.

(2) Payroll is calculated based on contributions as reported to TCDRS.

Note: Schedule shows seven years for which the new GASB 68 has been implemented.

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Required Supplementary Information – Pension Plan
September 30, 2021

Note 12 – Employee Retirement System – Continued

Notes to Schedule of Employer Contributions and Net Pension Liability

Actuarial Methods and Assumptions Used

Following are the key assumptions and methods used in this GASB analysis.

Valuation Timing	Actuarially determined contribution rates are calculated as of December 31, two years prior to the end of fiscal year in which contributions are reported.
Actuarial Cost Method	Individual entry age normal cost method, as required by GASB 68, used for GASB calculations. Note that a slightly different version of the entry age normal cost method is used for the funding actuarial valuation.
Amortization Method	
Recognition of economic/demographic gains or	Straight-Line amortization over Expected Working Life
Recognition of assumptions, changes or inputs	Straight-Line amortization over Expected Working Life
Asset Valuation Method	
Smoothing Period	5 Years
Recognition Method	Non-asymptotic
Corridor	None
Economic Assumptions	
Inflation	2.50%
Salary Increases	3.00% (made up of 2.50% inflation and 0.5% productivity increase assumptions) and a merit, promotion and longevity component that on average approximates 1.6% per year for a career employee. (See Table 1 for merit salary increases.)
Investment Rate of Return	7.60% (Gross of administrative expenses)
Cost-of-Living Adjustments	COLAs for Cameron County Regional Mobility Authority are not considered to be substantively automatic under GASB 68. Therefore, no assumption for the future cost-of-living adjustments is included in the GASB calculations. No assumption for future cost-of-living adjustments is included in the funding valuation.
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.

⁽¹⁾ Individual entry age normal cost method, as required by GASB 68, calculations. Note that a slightly different version of the entry age normal cost method is used for the funding actuarial valuation.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Required Supplementary Information – Pension Plan
September 30, 2021

Note 12 – Employee Retirement System – Continued

Table 1
Merit Salary Increases

Years of Service	Entry Age			
	Before 30	Ages 30-39	Ages 40-49	50 and later
0	5.00%	4.50%	4.00%	3.50%
1	4.25	3.75	3.25	2.75
2	3.85	3.35	2.85	2.35
3	3.50	3.00	2.50	2.00
4	3.15	2.65	2.25	1.85
5	2.90	2.55	2.15	1.70
6	2.65	2.30	1.95	1.55
7	2.45	2.10	1.75	1.40
8	2.30	1.95	1.60	1.25
9	2.15	1.80	1.45	1.10
10	2.00	1.70	1.40	1.05
11	1.90	1.60	1.25	1.00
12	1.80	1.50	1.15	0.95
13	1.70	1.40	1.05	0.90
14	1.60	1.30	0.95	0.85
15	1.50	1.23	0.90	0.80
16	1.40	1.15	0.85	0.75
17	1.30	1.05	0.80	0.70
18	1.23	0.97	0.75	0.65
19	1.15	0.90	0.70	0.60
20	1.10	0.85	0.65	0.55
21	1.05	0.80	0.60	0.50
22	1.00	0.75	0.55	0.50
23	0.95	0.70	0.50	0.50
24	0.90	0.65	0.50	0.50
25	0.85	0.60	0.50	0.50
26	0.80	0.60	0.50	0.50
27	0.75	0.60	0.50	0.50
28	0.70	0.60	0.50	0.50
29	0.65	0.60	0.50	0.50
30 & Up	0.60	0.60	0.50	0.50

*These rates do not include the wage inflation rate of 3.00% per year. For example, a member who entered the system at age 20 and is in the first year of service is assumed to receive an 8.15% total annual increase in his salary. The 8.15% is a combination of the 5.00% merit increase and the 3.00% wage inflation. Note that the two components are compounded, so it is a slightly different result than just adding the two percentages.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Required Supplementary Information – Pension Plan
September 30, 2021

Note 12 – Employee Retirement System – Continued

Retirement Age

Annual Rates of Service Retirement*

Age	Male	Female	Age	Male	Female
40-44	4.50%	4.50%	62	20.0%	20.0%
45-40	9.0	9.0	63	15.0	15.0
50	10.0	10.0	64	15.0	15.0
51	9.0	9.0	65	25.0	25.0
52	9.0	9.0	66	25.0	25.0
53	9.0	9.0	67	22.0	22.0
54	10.0	10.0	68	20.0	20.0
55	10.0	10.0	69	20.0	20.0
56	10.0	10.0	70	22.0	22.0
57	10.0	10.0	71	22.0	22.0
58	12.0	12.0	72	22.0	22.0
59	12.0	12.0	73	22.0	22.0
60	12.0	12.0	74**	22.0	22.0
61	12.0	12.0			

* *Deferred Members are assumed to retire (100% probability) at the later of:*

(a) age 60

(b) earliest retirement eligibility

** *For all eligible members ages 75 and later, retirement is assumed to occur immediately.*

Other Terminations of Employment – The rate of assumed future termination from active participation on the plan for reasons other than death, disability or retirement are all set at 0% and the rates vary by length of service, entry-age group (age at hire) and sex. No termination after eligibility for retirement is assumed.

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Required Supplementary Information – Pension Plan
September 30, 2021

Note 12 – Employee Retirement System – Continued

Withdrawals – Members who terminate may either elect to leave their account with TCDRS or withdraw their funds. The probability that a member elects a withdrawal varies by length of service and vesting schedule. Rates applied to your plan are shown in the table below. For non-depositing members who are not vested, 100% are assumed to elect a withdrawal.

Probability of Withdrawal			
Years of Service	Probability	Years of Service	Probability
0	100%	15	40%
1	100	16	38
2	100	17	36
3	100	18	33
4	100	19	30
5	100	20	28
6	100	21	26
7	100	22	24
8	47	23	22
9	46	24	20
10	45	25	18
11	44	26	16
12	43	27	14
13	42	28	12
14	41	29*	10

** Members with more than 29 years of service are not assumed to refund.*

[This space intentionally left blank]

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County, Texas)
Required Supplementary Information – Pension Plan
September 30, 2021

Note 12 – Employee Retirement System – Continued

Mortality

Depositing members	90% of the RP-2014 Active Employee Mortality Table for males and 90% of the RP-2014 Active Employee Mortality Table for females, projected with 110% of the MP-2014 Ultimate scale after 2014.
Service retirees, beneficiaries and non-depositing members	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.
Disabled retirees	130% of the RP-2014 Disabled Annuitant Mortality Table for males and 115% of the RP-2014 Disabled Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT
AUDITING STANDARDS***

To the Board of Directors
Cameron County Regional Mobility Authority

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Cameron County Regional Mobility Authority, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise Cameron County Regional Mobility Authority's basic financial statements, and have issued our report thereon dated March 14, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Cameron County Regional Mobility Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Cameron County Regional Mobility Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of Cameron County Regional Mobility Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Cameron County Regional Mobility Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Burton, McCumber, & Longoria LLP

Brownsville, Texas
March 14, 2022

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors
Cameron County Regional Mobility Authority

Report on Compliance for Each Major Federal Program

We have audited the Cameron County Regional Mobility Authority's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Cameron County Regional Mobility Authority's major federal programs for the year ended September 30, 2021. Cameron County Regional Mobility Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Cameron County Regional Mobility Authority's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Cameron County Regional Mobility Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Cameron County Regional Mobility Authority's compliance.

Opinion on Each Major Federal Program

In our opinion, the Cameron County Regional Mobility Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2021.

Report on Internal Control over Compliance

Management of the Cameron County Regional Mobility Authority, is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Cameron County Regional Mobility Authority's, internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Cameron County Regional Mobility Authority's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Burton, McCumber, & Longoria LLP

Brownsville, Texas
March 14, 2022

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County)
Schedule of Expenditures of Federal Awards
Year Ended September 30, 2021

Federal and State Grantor/Pass Through Grant/Program Title	Federal CFDA Number	Grant Number	Federal Expenditures
U.S. Department of Transportation Highway Planning and Construction			
<i>Pass Through the Texas Department of Transportation:</i>			
Highway Planning and Construction (SH 550 Gap II Project)	20.205	CSJ 0684-01-068	\$ 279,626
Highway Planning and Construction (Whipple Road from FM 1575 to FM 1847)	20.205	CSJ 0921-06-292	171,628
Highway Planning and Construction (West Blvd On West Blvd)	20.205	CSJ 0921-06-293	588,353
Total U.S. Department of Transportation Highway Planning and Construction			1,039,607
Total Federal Awards			\$ 1,039,607

During the year ended September 30, 2021, Cameron County Regional Mobility Authority had no subrecipients.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County)
Notes to Schedule of Expenditures of Federal Awards
Year Ended September 30, 2021

NOTE 1 - GENERAL

The accompanying Schedule of Expenditures of Federal Awards presents the activity of federal expenditures of programs of the Cameron County Regional Mobility Authority (the RMA). The RMA reporting entity is defined in Note 1 to the RMA's basic financial statements.

NOTE 2 - BASIS OF ACCOUNTING

The accompanying schedule of expenditures of federal awards is presented using the accrual basis of accounting.

NOTE 3 - RELATIONSHIP TO FINANCIAL STATEMENTS

Federal award expenditures as reported in the accompanying schedule of expenditures of federal awards are reflected in the RMA's financial statements as expenses or capital asset additions.

NOTE 4 - RELATIONSHIP TO FEDERAL FINANCIAL REPORTS

Amounts reported in the accompanying schedule may not agree with the amounts reported in the related Federal financial reports filed with the grantor agencies because of the effect of capitalization of assets and accruals made.

NOTE 5- SUBRECIPIENTS

During the year ended September 30, 2021, Cameron County Regional Mobility Authority had no subrecipients.

**NOTE 6 – NON-CASH ASSISTANCE, FEDERAL LOANS AND GUARANTEES, and
FEDERALY FUNDED INSURANCE**

During the year ended September 30, 2021, Cameron County Regional Mobility Authority did not receive any Non-cash Assistance, Federal Loans and Loan Guarantees, and Federally Funded Insurance.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County)
Schedule of Findings and Questioned Costs – Federal Awards
For Year Ended September 30, 2021

I. Summary of Auditors' Results

Financial Statements

Type of auditors' report issued: Unmodified

Internal Control over Financial Reporting:

- | | | |
|--|-----------|-----------------|
| • Material weakness(es) identified? | _____ Yes | <u> X </u> No |
| • Significant deficiencies identified that are not considered to be material weaknesses? | _____ Yes | <u> X </u> No |
| • Noncompliance material to financial statements? | _____ Yes | <u> X </u> No |

Federal Awards/State Awards

Internal control over major programs:

- | | | |
|---|-----------|-----------------|
| • Material weakness identified? | _____ Yes | <u> X </u> No |
| • Significant deficiencies identified that are not considered to material weaknesses? | _____ Yes | <u> X </u> No |

Type of auditors' report issued on compliance for the major program: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR section 200.516(a) of Uniform Guidance?	_____ Yes	<u> X </u> No
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Identification of Major Program:

CFDA Number

20.205

Name of Federal Program or Cluster

Highway Planning and Construction

Federal dollar threshold used to determine between type A and type B federal programs	\$750,000
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Auditee qualified as low-risk auditee: Uniform Guidance	No.
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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(A Component Unit of Cameron County)
Schedule of Findings and Questioned Costs – Federal Awards
For Year Ended September 30, 2021

II. Financial Statement Findings

None.

III. Federal Award Findings

None.

3-B ACKNOWLEDGEMENT OF CLAIMS.

Claims for Acknowledgement

3-B



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims March 11, 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	252-2449678	\$ 500.00	VRF Rev REF Bonds 2014 Feb 2022	Indirect	Y	Local	Ope
Campbells Services	15728	403.84	Janitorial Services February 2022	Indirect	Y	Local	Ope
CheckMark	119054 2/22	48.00	Time Clock Services Feb 2022	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 02/22	7.99	Bottled Water Delivery Feb 2022	Indirect	Y	Local	Ope
Staples Business Credit	1640673835	68.24	Office Supplies for Admin and Tolls 2.25.22	Indirect	Y	Local	Ope
		<u>1,028.07</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Culligan of the Rio Grande Valley	320895 02/22	\$ 57.95	Bottled Water Delivery Feb 2022	Indirect	Y	Local	Tolls
Law Enforcement Systems LLC	1007040	1,004.64	Out of State DMV Records Feb 2022	Indirect	Y	Local	Tolls
Janett Huerta	Travel JH 3.7.22	214.98	Travel Reimbursement JH 3.7.22	Indirect	Y	Local	Tolls
Jose L. Rodriguez	Travel JLR 3.7.22	30.47	Travel Reimbursement JLR 3.7.22	Indirect	Y	Local	Tolls
Staples Business Credit	1640673835	467.40	Office Supplies for Admin and Tolls 2.25.22	Indirect	Y	Local	Tolls
Charter Communications	2868066030322	259.13	Ethernet Intrastate 8066 Mar 2022	Direct Connectors - SH550	Y	Local	Tolls
Verizon Wireless	9900241866	65.98	Internet HotSpot Feb 2022	Indirect	Y	Local	Tolls
Xtreme Security	62765	104.85	Security System Tolls Mar 2022-May 2022	Indirect	Y	Local	Tolls
		<u>2,205.40</u>					
	Operations	\$ 1,028.07					
	Tolls	<u>2,205.40</u>					
	Total Transfer	<u>\$ 3,233.47</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

Monica R. Ibarra 3.11.22

Victor J. Barron,
Controller

Victor J. Barron 3.11.22

Pete Sepulveda Jr.,
Executive Director

Pete Sepulveda Jr. 03.11.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims March 7, 2022

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Feb 2022	10,634.78	Credit card charges Feb 2022	Indirect	Y	Local	Ope
Monica R Ibarra	Travel MRI 2.28.22	30.54	Travel Reimbursement MRI 2.28.22	Indirect	Y	Local	Ope
Republic Services	0863-002153135	141.23	Waste Container March 2022	Indirect	Y	Local	Ope
Toshiba Financial Services	39536134	311.23	Admin Printer March 2022	Indirect	Y	Local	Ope
JWH and Associates, Inc.	422	1,000.00	Flor de Mayo Presidential Permit App Jan 2022	Flor De Mayo Bridge	Y	Local	Ope
JWH and Associates, Inc.	821	250.00	Flor de Mayo Presidential Permit App Sept 2021	Flor De Mayo Bridge	Y	Local	Ope
Union Pacific Railroad Company	90113749	3,114.90	Fm 550 Union Pacific Railroad Feb 2022	SH550 GAP II	Y	Local	Ope
		<u>15,482.68</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Allegra Print & Imaging	137015	290.00	Tablecloth w/ Fuego logo	Indirect	Y	Local	Tolls
American Express	AMEX Feb 2022	1,736.90	Credit card charges Feb 2022	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	220560048327441	169.99	Electricity 570 Fm 511 Feb 2022	Direct	Y	Local	Tolls
Direct Energy Business, LLC	220560048327442	234.80	Electricity 1895 Fm 511 #1 Feb 2022	Connectors - FM1847 - SI1550	Y	Local	Tolls
Jaime Leal	Refund JL DV 2.25.22	12.00	Refund Check Jaime Leal DV	Indirect	Y	Local	Tolls
Kapsch TrafficCom USA, Inc	486022SI02071	14,274.00	Toll System Maintenance Support Jan 2022	Indirect	Y	Local	Tolls
Prisciliano Delgado	10731	250.00	Lawn Care Feb 2022	Indirect	Y	Local	Tolls
Public Utilities Board	PUB 600710 Feb 2022	188.65	Electricity 1100 Fm 511 Hwy Bro Feb 2022	Direct	Y	Local	Tolls
Rio Grande Valley Livestock Show, Inc	2022 RGV Livestock	5,000.00	2022 Event Co Sponsorship for RGV Livestock Show	Connectors - Indirect	Y	Local	Tolls
Texas Department of Motor Vehicles (TxDMV)	TXDMV Replen 3.1.22	3,000.00	Name and Address Lookup 3.1.22	Indirect	Y	Local	Tolls
United States Postal Service	USPS Replen 3.1.22	15,000.00	Postage Replenishment March 2022	Indirect	Y	Local	Tolls
		<u>40,156.34</u>					
Operations		\$ 15,482.68					
Tolls		<u>40,156.34</u>					
Total Transfer		<u>\$ 55,639.02</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

Monica R. Ibarra 3.7.22

Victor J. Barron,
Controller

Victor Barron 3.7.22

Pete Sepulveda Jr.,
Executive Director

Pete Sepulveda Jr. 3.7.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims February 25, 2022

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Alert Termite & Pest Control Co	9388	\$ 660.00	Pest Control Monthly Service for 1 Year	Indirect	Y	Local	Ope
American Express	AMEX Jan 2022	874.93	Credit card charges Jan 2022-Reissuing Check	Indirect	Y	Local	Ope
Chairman Frank Parker Jr	Travel FP 2.8.22	1,120.10	Travel Reimbursement FP 2.8.22	Indirect	Y	Local	Ope
Direct Energy Business, LLC	220530048291761	40.68	Electricity Ste 7 Feb 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	220530048291762	83.96	Electricity Ste 3 Feb 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	220530048291763	12.06	Electricity Ste 5 Feb 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	220530048291764	37.45	Electricity Ste 4 Feb 2022	Indirect	Y	Local	Ope
Erica Trevino	Travel ET 2.23.22	1,363.68	Travel Reimbursement ET 2.23.22	Indirect	Y	Local	Ope
Maria D Mayorga	Travel LM 2.25.22	52.18	Travel Reimbursement LM 2.25.22	Indirect	Y	Local	Ope
Gexa Energy, LP	32978964	49.30	Electricity Ste 6 Feb 2022	Indirect	Y	Local	Ope
Lone Star Shredding Document Storage	1974029	67.50	Shredding Services Feb 2022	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	49	12,000.00	Consulting Services Jan 2022	Indirect	Y	Local	Ope
TML Health Benefits Pool	PCAMERO62203	7,439.92	Employee Health Benefits Mar 2022	Indirect	Y	Local	Ope
		<u>23,801.76</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Alert Termite & Pest Control Co	9449	\$ 660.00	Pest Control Monthly Service 1 Year	Indirect	Y	Local	Tolls
American Express	AMEX Jan 2022	711.47	Credit card charges Jan 2022- Reissuing Check	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	220530048290496	127.57	Electricity Tolls Feb 2022	Indirect	Y	Local	Tolls
Eduardo J. Trevino	Travel EJT 12.30.21	31.02	Travel Reimbursement EJT 12.30.21	Indirect	Y	Local	Tolls
Gexa Energy, LP	32982745	232.95	Electricity 1505 Fm 511 & 1705 Fm 511 Feb 2022	Direct Connectors - SH550	Y	Local	Tolls
NSA Property Holdings, LLC d/b/a Move It Storage- North 77th	#242 Mar 2022	214.00	Storage Unit# 242 March 2022	Indirect	Y	Local	Tolls
Public Utilities Board	600710 1/22	214.20	Electricity 1100 FM 511 Hwy Bro Jan 2022- Reissuing Check	Direct Connectors - SH550	Y	Local	Tolls
Carlos Louis Martínez Jr	003	245.00	Security Detail for SH550 Road Closure 1.19.22	Indirect	Y	Local	Tolls
Derrick Garza	004	245.00	Security Detail for SH550 Road Closure 1.19.22	Indirect	Y	Local	Tolls
Charter Communications	0879673021522	267.68	Ethernet Intrastate Feb 2022	Direct Connectors -	Y	Local	Tolls
TML Health Benefits Pool	PCAMERO62203	7,132.66	Employee Health Benefits Mar 2022	Indirect	Y	Local	Tolls
Toshiba America Business Solutions, Inc	5593040	464.27	Excess Prints Tolls Feb 2022	Indirect	Y	Local	Tolls
Toshiba Financial Services	39472661	593.72	Tolls Printer Jan & Feb 2022	Indirect	Y	Local	Tolls
World-Class Training Code: AP22	WCT Feb 2022	2,090.00	Training for Customer Service Leadership and Excellence	Indirect	Y	Local	Tolls
		<u>13,229.54</u>					
Operations		\$ 23,801.76					
Tolls		<u>13,229.54</u>					
Total Transfer		<u>\$ 37,031.30</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

Monica R. Ibarra 2.25.22

Victor J. Barron,
Controller

Victor J. Barron 2.25.22

Pete Sepulveda Jr.,
Executive Director

Pete Sepulveda Jr. 02.15.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims February 17, 2022

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
A&I Custom Manufacturing LLC	63	\$ 1,500.00	CCRMA Building Repairs Roof Work, Repair Door, Sealed window	Indirect	Y	Local	Ope
Aflac	203976	235.82	Employee supplemental insurance Feb 2022	Indirect	Y	Local	Ope
CheckMark	119054 1/22	43.75	TimeClock Services Jan 2022	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	1294	1,809.71	Legal Services Jan 2022	Indirect	Y	Local	Ope
Charter Communcations	0121858020922	1,161.51	Internet/Phones Feb 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007806 1/22	37.94	Water & Waste Water Ste 7 Jan 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007907 1/22	34.92	Water & Waste Water Ste 6 Jan 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008005 1/22	36.43	Water & Water Waste Ste 4 Jan 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008105 1/22	34.55	Water & Water Waste Ste 3 Jan 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008306 1/22	244.84	Water and Waste Water Ste 8 Dec 2021 & Jan 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008406 1/22	34.17	Water & Waste Water Ste 5 Jan 2022	Indirect	Y	Local	Ope
		<u>5,173.64</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	U2716.500-15	\$ 11,366.72	East Loop APD WA 5 Oct 2021	SH 32 (East Loop)	Y	Local	Ope
S&B Infrastructure, LTD	U2716.500-16	8,741.68	East Loop APD WA 5 Nov 2021	SH 32 (East Loop)	Y	Local	Ope
		<u>20,108.40</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Abigail Rosas	J.A. Sports 2.4.22	\$ 279.00	T-Shirts for staff attending events	Indirect	Y	Local	Tolls
Matus Contractor Company	421	8,000.00	Grass, garbage, herbicide Port of Bro to Alton Gloor 2.10.22	Indirect	Y	Local	Tolls
Public Utilities Board	588837 Feb 2022	183.72	Electricity 180042 SH 550 Brownsville, Tx Feb 2022	Port Spur - SH550	Y	Local	Tolls
Charter Communications	0121858020922	1,161.50	Internet/Phones Feb 2022	Indirect	Y	Local	Tolls
Valley Municipal Utility District	3010066802 1/22	45.86	Water & Waste Water Tolls Jan 2022	Indirect	Y	Local	Tolls
		<u>9,670.08</u>					
	Operations	\$ 5,173.64					
	Oper Interlocal	20,108.40					
	Tolls	<u>9,670.08</u>					
	Total Transfer	<u>\$ 34,952.12</u>					

Reviewed by:

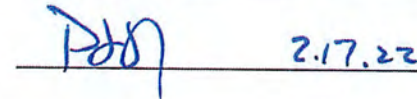
Monica R. Ibarra,
Accounting Clerk

 2.17.22

Victor J. Barron,
Controller

 2.17.22

Pete Sepulveda Jr.,
Executive Director

 2.17.22

3-C APPROVAL OF CLAIMS.



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims March 17, 2022**

100 Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Burton McCumber & Longoria, LLP	01140227	\$ 24,090.00	Audit Services for CCRMA Year End 2021	Indirect	Y	Local	Ope
G-8 Utilities, LLC		96,800.00	Erosion Repair on SH550	Indirect	Y	Local	Ope
		<u>120,890.00</u>					

100 Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
A&I Custom Manufacturing LLC	2021-004 #2	\$ 65,696.32	Const Isla Blanca Toll Booths Mar 2022	CC- Isla Blanca Toll Booths	Y	Local	Ope
Foremost Paving Inc	222019-003	164,047.92	Isla Blanca Park Paving Feb 2022	CC- Isla Blanca Parking Lot	Y	Local	Ope
Peacock General Contractor, Inc.	2201 #1	28,514.25	Const of Benavides Park Pavilion Feb 2022	CC- Pedro Benavides Pavilion	Y	Local	Ope
S&B Infrastructure, LTD	U2716.500-17	16,365.22	East Loop APD Feb 2022	SH 32 (East Loop)	Y	Local	Ope
		<u>274,623.71</u>					

525 Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2200025	\$ 6,622.87	Maintenance and Support for Pharr Bridge Feb 2022	Pharr-Reynosa Intl Bridge	Y	Local	Toll
		<u>6,622.87</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2200025	\$ 15,989.96	Maintenance and Support Feb 2022	Indirect	Y	Local	Toll
		<u>15,989.96</u>					
	Operations	\$ 120,890.00					
	Oper Interlocal	274,623.71					
	Tolls Interlocal	6,622.87					
	Tolls	15,989.96					
	Total Transfer	<u>\$ 418,126.54</u>					

Reviewed by:

Victor J. Barron,
Controller

DocuSigned by:

Victor Barron

3/11/2022

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DocuSigned by:

Pete Sepulveda Jr,
Executive Director*Pete Sepulveda, Jr*

3/11/2022

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**3-D CONSIDERATION AND APPROVAL OF FINAL PAYMENT TO G-8
UTILITIES, LLC FOR THE EROSION REPAIR ON SH 550.**

G-8 Utilities LLC

708 N 38th St
McAllen, TX 78501 US
claudiag8utilities@gmail.com

INVOICE

BILL TO
Cameron County Regional Mobility Authority
3461 Cameron Ave.
Rancho Viejo, TX 78575

INVOICE 1047
DATE 03/16/2022
TERMS Due on receipt
DUE DATE 03/16/2022

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
03/16/2022	Services	Completion of Work for Project Name: CCMRA SH 550 Slopes Emergency Repair	1	96,800.00	96,800.00

Completion of Work for Project Name:
CCMRA SH 550 Slopes Emergency Repair

BALANCE DUE \$96,800.00

G. B. Utilities, LLC
SH 130 Slopes
Emergency Repairs

AREA # 2



G & A Utilities, LLC
SH 550 Slopes
Emergency Repairs

AREA # 2



G-912ntiles, LLC
500 5th Street
Emergency Repairs

AREA # 2



Q-4 Utilities, LLC
SH 100 Slopes
Emergency Repairs

AREA # 2



THE USMARTY LLC
515 530 0000
Emergency Repairs

AREA # 5



Q-8 Utilities, LLC
SH 550 Slopes
Emergency Repairs

AREA # 5



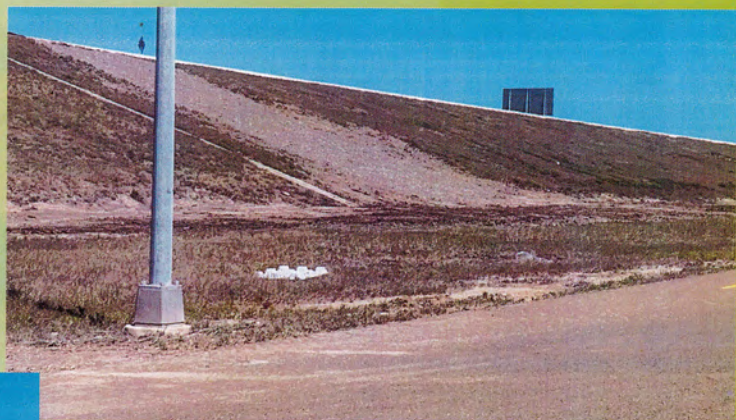
L.H. Hines, LLC
FH 520 Slopes
Emergency Repairs

AREA # 5



G-3 Utilities, LLC
SH 550 Slopes
Emergency Repairs

AREA # 5



G-8 Utilities, LLC
SH 550 Slopes
Emergency Repairs

AREA # 7



G-B Utilities, LLC
SH 550 Slopes
Emergency Repairs

AREA # 7



B. A. Holmes, LLC
SR 530 Slopes
Emergency Repairs

AREA # 7



**3-E CONSIDERATION AND APPROVAL OF FINAL PAYMENT TO
FOREMOST PAVING, INC FOR THE ISLA BLANCA PARK PARKING
LOT EXPANSION PROJECT.**



PROGRESS INVOICE

CCRMA ISLA BLANCA PARK

Invoice No. 222019-003

OWNER / ENGINEER:

Cameron C0 Rma
3461 Carmen Ave.
Rancho Viejo, TX 78575

CONTRACTOR / JOB NO.:

222019-

FOREMOST PAVING
PO Box 29
Weslaco, TX 78599
956-316-8900
956-316-8901

PAY REQUEST DATES :

Period Beginning :
Tuesday, February 1, 2022
Period Ending :
Friday, February 11, 2022

Item No.	Description	Unit	Quantity	Unit Price	Contract Amount	Current Quantity	Current Amount	Job To Date Quantity	Job To Date Amount
30	Remove Existing Curb & Gutter	LF	100.00	0.00	0.00	0.00	0.00	100.00	0.00
40	6" Lime Stabilized 5% +/-	SY	8,100.00	0.00	0.00	0.00	0.00	8,100.00	0.00
50	8" Limestone Base (Alanza or Equal)	SY	8,100.00	0.00	0.00	0.00	0.00	8,100.00	0.00
60	2" HMA Type D w/MC-30 Prime	SY	7,450.00	0.00	0.00	7,450.00	0.00	7,450.00	0.00
70	Curb & Gutter 24"	LF	1,980.00	0.00	0.00	0.00	0.00	1,980.00	0.00
100	Excavation & Subgrade Prep	SY	8,100.00	0.00	0.00	0.00	0.00	8,100.00	0.00
110	Contract Billing - LS	LSU	1.00	574,800.00	574,800.00	0.21	118,408.80	1.00	574,800.00
					\$574,800.00		\$118,408.80		\$574,800.00

PROJECT TOTALS

\$574,800.00

\$118,408.80

\$574,800.00

200 4027 70350

200 4027 22000

REVIEWED

By Lulu Mayorga at 4:57 pm, Mar 10, 2022

DocuSigned by:

Pete Sepulveda, Jr

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3/11/2022

REVIEWED

By Victor J. Barron - Controller at 10:44 am, Mar 10, 2022

DocuSigned by:

Hondo Garcia

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3/10/2022

Entered Posted

Reviewed for Accuracy
by: MI

RECEIVED

By Monica Ibarra at 8:44 am, Mar 10, 2022

Original Contract Amount	\$574,800.00	Total Amount To Date	\$574,800.00
Total Additional Work	\$0.00	(Less 0% Retainage)	\$0.00
Contract Amount to Date	\$574,800.00	(Less Previous Invoices)	\$410,752.08
(Less Total Work to Date)	\$574,800.00 100%	Amount Due This Request	\$164,047.92 ✓
Amount of Contract Remaining	\$0.00 0%		

CERTIFICATION OF CONTRACTOR: I HEREBY CERTIFY that the work performed and the materials supplied to date, as shown on this periodic cost estimate, represent the actual value of accomplishment under the terms of this contract in conformity with approved plans and specifications; that the quantities shown were properly determined and are correct; and that there had been full compliance with all subcontracts made under this contract.

Approved:

2/10/2022

Foremost Paving

Reviewed:

3/2/2022

ENGINEER

PROJECT NAME: Parking Lot 10 Expansion

PROJECT MANAGER: CCRMA

CONTRACTOR: FOREMOST PAVING, INC.

A	B	C	D	E	F
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK	COMPLETED	MATERIALS
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED (NOT IN D or E)
1	Parking Lot lump sum Pay App	\$574,800.00	\$456,391.20	\$118,408.80	
GRAND TOTAL			\$456,391.20	\$118,408.80	\$0.00

Pay Applicatio

Pay Applicatio

Pay Applicatio

APPLICATION NO. 3
APPLICATION DATE: 2/18/2022
PERIOD: 2/1/2022 to 2/18'22
PROJECT NO. 2021-03
INVOICE NO: 222019-002

G		H	I
TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
\$574,800.00	100%	\$0.00	
\$574,800.00		\$0.00	\$574,800.00

on No. 1 Requested Amount: **\$160,369.20**
 on No. 2 Requested Amount: **\$250,382.88**
 on No. 3 Requested Amount: **\$118,408.80**
 plus retainage **\$45,639.12**
 \$574,800.00 ✓

No. 3 plus retainage \$164,047.92

**3-F CONSIDERATION AND APPROVAL OF QUARTERLY INVESTMENT
REPORT FOR THE PERIOD ENDING FEBRUARY 28, 2022.**



Investment Report

TO: CCRMA Board of Directors

FROM: Victor J. Barron, Controller *VJB*

DATE: March 17, 2022

SUBJ: Quarterly Report of CCRMA Investments

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

	<u>Beginning Market Value</u>	<u>Ending Market Value</u>	<u>Term</u>	<u>Average Yield</u>	<u>Interest earned and accrued as of 2/28/22</u>
2010 Bond Reserves	\$ 1,029,648.08	\$ 1,032,189.03	Monthly	1.00%	\$ 2,540.95
2010 Bond Reserves	898,511.45	900,728.78	Monthly	1.00%	2,217.33
	\$ 1,928,159.53	\$ 1,932,917.81			\$ 4,758.28
Total Market Value of Principal and Accrued Interest					\$ 1,932,917.81
Required level of security at 102%					\$ 1,971,576.17

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

CAMERON COUNTY REGIONAL MOBILITY
THE BANK OF NEW YORK MELLON
TRUST COMPANY NA TRUSTEE
3461 CARMEN AVE
RANCHO VIEJO TX 78575

30
0
0

=====

TRB MONEY MARKET PUBLIC FUNDS ACCOUNT 1448174 (BNY MELLON 701107)

=====

AVG AVAILABLE BALANCE	1,031,397.82	LAST STATEMENT 01/31/22	1,031,397.82
AVERAGE BALANCE	1,031,397.82	1 CREDITS	791.21
		DEBITS	.00
		THIS STATEMENT 02/28/22	1,032,189.03

- - - - - OTHER CREDITS - - - - -		
DESCRIPTION	DATE	AMOUNT
INTEREST AT 1.0000 %	02/28	791.21

- - - - - I N T E R E S T - - - - -

AVERAGE LEDGER BALANCE:	1,031,397.82	INTEREST EARNED:	791.21
AVERAGE AVAILABLE BALANCE:	1,031,397.82	DAYS IN PERIOD:	28
INTEREST PAID THIS PERIOD:	791.21	ANNUAL PERCENTAGE YIELD EARNED:	1.00%
INTEREST PAID 2022:	1,666.45		
INTEREST PAID 2021:	10,249.61		

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

*		TOTAL FOR	TOTAL
*		THIS PERIOD	YEAR TO DATE

* TOTAL OVERDRAFT FEES:		\$.00	\$.00

* TOTAL RETURNED ITEM FEES:		\$.00	\$.00

- - - - - DAILY BALANCE - - - - -			
DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE	
02/28 1,032,189.03			

- END OF STATEMENT -

CAMERON COUNTY REGIONAL MOBILITY
THE BANK OF NEW YORK MELLON
TRUST COMPANY NA TRUSTEE
3461 CARMEN AVE
RANCHO VIEJO TX 78575

30
0
0

=====

TRB MONEY MARKET PUBLIC FUNDS ACCOUNT 1448570

=====

AVG AVAILABLE BALANCE	900,038.34	LAST STATEMENT 01/31/22	900,038.34
AVERAGE BALANCE	900,038.34	1 CREDITS	690.44
		DEBITS	.00
		THIS STATEMENT 02/28/22	900,728.78

- - - - - OTHER CREDITS - - - - -		
DESCRIPTION	DATE	AMOUNT
INTEREST AT 1.000000 %	02/28	690.44

- - - - - I N T E R E S T - - - - -

AVERAGE LEDGER BALANCE:	900,038.34	INTEREST EARNED:	690.44
AVERAGE AVAILABLE BALANCE:	900,038.34	DAYS IN PERIOD:	28
INTEREST PAID THIS PERIOD:	690.44	ANNUAL PERCENTAGE YIELD EARNED:	1.00%
INTEREST PAID 2022:	1,454.21		
INTEREST PAID 2021:	8,944.21		

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

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*****
*                                     *
*                                     *
*                                     *
*-----*-----*-----*
* TOTAL OVERDRAFT FEES:             * $ .00             * $ .00             *
*-----*-----*-----*
* TOTAL RETURNED ITEM FEES:         * $ .00             * $ .00             *
*****

```

- - - - - DAILY BALANCE - - - - -	
DATE.....BALANCE	DATE.....BALANCE
02/28 900,728.78	

- END OF STATEMENT -

as of 02/28/2022

PLEDGES TO PLEDGEE
Pledged To: CAMERON CO REG MOBILITY AUTH
For Holding Company Texas Regional Bank Customer Texas Regional Bank

Safekeeping

Code Receipt# Location	CUSIP Trans#	Description Coupon Maturity Date	FAS 115 PreRefund Price	Moody S&P	Original Face Remaining Face Pledged%	Original Face	Par Value	Pledged	Book Value	Market Value
FHLB	3136A1KD6 C12678	FNR 2011-99 CV 4.500000 03/25/2026	AFS	NA NA	1,944,000.00 1,944,000.00 23.15%	450,000.00	71,370.49		71,530.87	71,664.66
FHLB	3137B7MB2 C12721	FHR 4297 VA 3.000000 06/15/2025	AFS	NA NA	1,300,000.00 1,300,000.00 100.00%	1,300,000.00	419,434.08		419,840.94	421,991.83
FHLB	3140QAQU7 C12797	FN CA3166 4.500000 02/01/2034	AFS	NA NA	2,000,000.00 2,000,000.00 30.00%	600,000.00	290,198.86		310,460.33	313,049.13
FHLB	91282CBJ9 C12980	T 0 3/4 01/31/28 0.750000 01/31/2028	AFS 0.00	Aaa NA	2,500,000.00 2,500,000.00 100.00%	2,500,000.00	2,500,000.00		2,459,000.33	2,354,297.50
FHLB	91282CCJ8 C13015	T 0 7/8 06/30/26 0.875000 06/30/2026	AFS 0.00	Aaa NA	5,000,000.00 5,000,000.00 69.80%	3,490,000.00	3,490,000.00		3,500,965.82	3,365,396.53
5 Total Pledged		To: CAMERON CO REG MOBILITY AUTH				8,340,000.00	6,771,003.43		6,761,798.29	6,526,399.64

The information contained herein, while believed to be reliable, is not guaranteed.

Printed 02/28/2022 7:27:59PM

- 3-G CONSIDERATION AND APPROVAL OF A CONSTRUCTION
MANAGER AT RISK CONTRACT BETWEEN THE CAMERON
COUNTY REGIONAL MOBILITY AUTHORITY AND NOBLE TEXAS
BUILDERS FOR THE ADMINISTRATION BUILDING FOR THE
CAMERON COUNTY PARKS SYSTEM.**

AIA[®] Document A133[™] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Seventeen day of March in the year 2022
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Cameron County Regional Mobility Authority (CCRMA)
3461 Carmen Ave.
Rancho Viejo, Texas 78575
Phone: 956-621-5571
Fax: 956-621-5590

For purposes of this Contract and in accordance with the applicable Interlocal Agreement(s) between Cameron County, Texas and the Cameron County Regional Mobility Authority, "Owner" means the Cameron County Regional Mobility Authority

and the Construction Manager:
(Name, legal status, address, and other information)

Noble Texas Builders, LLC
108 S. Main Street
La Feria, TX 78559
Phone: (956) 277-0708
Fax: (956) 277-0705

for the following Project:
(Name, location, and detailed description)

Cameron County Parks Administration Building
33248 State Park Road 100
South Padre Island, TX 78597

The Architect:
(Name, legal status, address, and other information)

Gomez Mendez Saenz, Inc.
1150 Paredes Line Rd.
Brownsville, TX 78526
Phone: (956) 546-0110

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

Isla Blanca Park is located on the southernmost tip of South Padre Island and is the crown jewel of the Cameron County Parks System. The Parks Department is responsible for over a dozen parks throughout Cameron County including six (6) coastal parks. The new Administration Building will replace the existing building that has housed the department for almost three decades. The new Parks Department Maintenance Warehouse is contemplated as a Phase 2 project to begin at or near the conclusion of the Phase 1 Administration Building.

§ 1.1.2 The Project's physical characteristics:

Cameron County Parks Department Administration Building will be located on Cameron County property near the entrance to Isla Blanca Park on South Padre Island, Texas. The new structure will consist of two levels providing approximately 9,000 s.f. of office space for County Parks' administration offices including training and conference rooms for County personnel.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

Amount available for Construction: Four Million Four Hundred Eighty-nine Thousand Nine Hundred Thirty-eight and No/100 Dollars \$4,489,938.00).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Design is complete

.2 Construction commencement date:

April 11, 2022

.3 Substantial Completion date or dates:

February 11, 2023

.4 Other milestone dates:

Owner Occupancy in April 2023

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

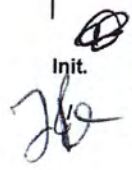
§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Hondo Garcia
Construction Manager
Cameron County Regional Mobility Authority
3461 Carmen Ave.
Rancho Viejo, Texas 78575
Phone: 956-621-5571
Fax: 956-621-5590

Init. 
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User Notes:

(879709031)

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

S & B Infrastructure, LTD.
General Engineering Consultant
5408 N. 10th Street
McAllen, Texas 78504

Rudy Gomez, AIA
Roan Gomez, AIA
GMS Architects
1150 Paredes Ln Rd.
Brownsville, TX 78526

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined

.2 Civil Engineer:

Provided by Architect:
Ambiotec Civil Engineering Group
5420 Paredes Line Rd.
Brownsville, Texas 78526

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

General Engineering Consultant:

S & B Infrastructure, LTD.
5408 N. 10th Street
McAllen, Texas 78504

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Rudy Gomez, AIA
GMS Architects
1150 Paredes Ln Rd.
Brownsville, TX 78526

Init.

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Juan Delgado, Vice-President
Mauricio Gomez, Senior Project Manager

Noble Texas Builders
108 S. Main St.
La Feria, TX 78559
Phone: (956) 277-0708
Email: juan.delgado@nobletx.net

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

Selection criteria and pricing information provided by Construction Manager in Steps 1 and 2 respectively of the RFQ selection process remain integral to this Agreement and are incorporated by reference herein.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner,

information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's

services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the

ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- 1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- 2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- 3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- 4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- 5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price

Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including

schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

Init.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

\$10,000 (Ten Thousand Dollars and Zero Cents.) This Fee will be 100% reimbursed to CCRMA upon execution of Construction phase amendments.

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within 6 (six) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid 30 (thirty) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

0 % zero

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

3.75% of Construction Costs

\$29,595.00 per month for General Conditions.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Submission of AIA Form G701-2001

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

NA

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed 0 percent (zero %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The Contractor shall proceed expeditiously with adequate forces and shall achieve substantial completion within the contract time. Liquidated damages shall be assessed to the Contractor at the rate of FIVE HUNDRED DOLLARS (\$500.00) per calendar day that actual substantial completion exceeds the contract completion date.

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

The parties acknowledge and agree that as of the execution of this Contract, CCRMA has selected certain value engineering items ("VEI") submitted by the Contractor, referenced in Contractor's value engineering proposal, dated March 3, 2022.

The finalized selection of all VEI shall be attached as an Exhibit to this Contract. Reference Exhibit ____ attached.

Further opportunities of additional value engineering items may present themselves during construction, if accepted, these items may either increase or decrease the contract amount.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

6.2.1 GMP Savings

In the event the Guaranteed Maximum Price is not exceeded, savings shall be shared on a fifty/fifty (50/50) split savings between the CCRMA and the Construction Manager.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction

Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials,

supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 20th (twentieth) day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 15th (fifteenth) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 30 (thirty) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

- 4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions, Insurance, and Bonds

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

If substantial completion rooms or areas are to be turned over prior to project completion, then full retainage shall be released accordingly.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Upon substantial completion or final punchlist completion with owner's signed approval.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

.001 % per day

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Article 15 of AIA Document A201-2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a

condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

The amount payable to the Construction Manager shall not exceed the amount the Construction Manager would otherwise have received under section (see 201 - Termination by the Contractor) ; except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201-2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201-2017. Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201-2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower

coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 14.3.1.5 Construction Manager shall provide Builders Risk Coverage.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage
Umbrella

Limits
Five million (\$5,000,000) in the aggregate.

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction

- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .6 Other Exhibits:
(Check all boxes that apply.)

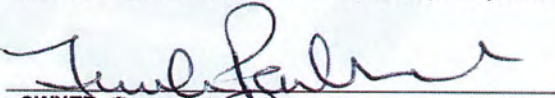
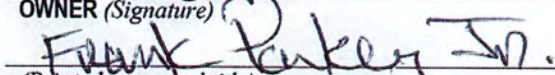
☐ AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)


☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.


OWNER (Signature)

Frank Parker Jr.
(Printed name and title)


CONSTRUCTION MANAGER (Signature)
Juan Delgado Vice President
(Printed name and title)

Additions and Deletions Report for AIA® Document A133™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:40:05 ET on 03/14/2022.

PAGE 1

AGREEMENT made as of the Seventeen day of March in the year 2022

...

Cameron County Regional Mobility Authority (CCRMA)
3461 Carmen Ave.
Rancho Viejo, Texas 78575
Phone: 956-621-5571
Fax: 956-621-5590

For purposes of this Contract and in accordance with the applicable Interlocal Agreement(s) between Cameron County, Texas and the Cameron County Regional Mobility Authority, "Owner" means the Cameron County Regional Mobility Authority

and the Construction Manager:

...

Noble Texas Builders, LLC
108 S. Main Street
La Feria, TX 78559
Phone: (956) 277-0708
Fax: (956) 277-0705

...

Cameron County Parks Administration Building
33248 State Park Road 100
South Padre Island, TX 78597

...

(Name, legal status, address, and other information)

Gomez Mendez Saenz, Inc.
1150 Paredes Line Rd.
Brownsville, TX 78526
Phone: (956) 546-0110
PAGE 2

~~(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)~~ Isla Blanca Park is located on the southernmost tip of South Padre Island and is

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User Notes:

(879709031)

the crown jewel of the Cameron County Parks System. The Parks Department is responsible for over a dozen parks throughout Cameron County including six (6) coastal parks. The new Administration Building will replace the existing building that has housed the department for almost three decades. The new Parks Department Maintenance Warehouse is contemplated as a Phase 2 project to begin at or near the conclusion of the Phase 1 Administration Building.

...

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.) Cameron County Parks Department Administration Building will be located on Cameron County property near the entrance to Isla Blanca Park on South Padre Island, Texas. The new structure will consist of two levels providing approximately 9,000 s.f. of office space for County Parks' administration offices including training and conference rooms for County personnel.

PAGE 3

Amount available for Construction: Four Million Four Hundred Eighty-nine Thousand Nine Hundred Thirty-eight and No/100 Dollars \$4,489,938.00).

...

Design is complete

...

April 11, 2022

...

February 11, 2023

...

Owner Occupancy in April 2023


...

Hondo Garcia
Construction Manager
Cameron County Regional Mobility Authority
3461 Carmen Ave.
Rancho Viejo, Texas 78575
Phone: 956-621-5571
Fax: 956-621-5590

PAGE 4

S & B Infrastructure, LTD.
General Engineering Consultant
5408 N. 10th Street
McAllen, Texas 78504

Rudy Gomez, AIA
Roan Gomez, AIA
GMS Architects
1150 Paredes Ln Rd.
Brownsville, TX 78526

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User Notes:

(879709031)

...

To be determined

...

Provided by Architect:
Ambiotec Civil Engineering Group
5420 Paredes Line Rd.
Brownsville, Texas 78526

...

General Engineering Consultant:

S & B Infrastructure, LTD.
5408 N. 10th Street
McAllen, Texas 78504

...

Rudy Gomez, AIA
GMS Architects
1150 Paredes Ln Rd.
Brownsville, TX 78526
PAGE 5

Juan Delgado, Vice-President
Mauricio Gomez, Senior Project Manager

Noble Texas Builders
108 S. Main St.
La Feria, TX 78559
Phone: (956) 277-0708
Email: juan.delgado@nobletx.net

...

Selection criteria and pricing information provided by Construction Manager in Steps 1 and 2 respectively of the RFQ selection process remain integral to this Agreement and are incorporated by reference herein.

...

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, ~~representations~~ representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a

Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

PAGE 11

\$10,000 (Ten Thousand Dollars and Zero Cents.) This Fee will be 100% reimbursed to CCRMA upon execution of Construction phase amendments.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~(—) 6 (six)~~ months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~(—)~~ 30 (thirty) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

0 % zero

...

3.75% of Construction Costs
\$29,595.00 per month for General Conditions.

...

Submission of AIA Form G701-2001

...

NA

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent (—)~~ 0 percent (zero %) of the standard rental rate paid at the place of the Project.

PAGE 12

The Contractor shall proceed expeditiously with adequate forces and shall achieve substantial completion within the contract time. Liquidated damages shall be assessed to the Contractor at the rate of FIVE HUNDRED DOLLARS (\$500.00) per calendar day that actual substantial completion exceeds the contract completion date.

The parties acknowledge and agree that as of the execution of this Contract, CCRMA has selected certain value engineering items ("VEI") submitted by the Contractor, referenced in Contractor's value engineering proposal, dated March 3, 2022.

The finalized selection of all VEI shall be attached as an Exhibit to this Contract. Reference Exhibit attached.

Further opportunities of additional value engineering items may present themselves during construction, if accepted, these items may either increase or decrease the contract amount.

...

6.2.1 GMP Savings

In the event the Guaranteed Maximum Price is not exceeded, savings shall be shared on a fifty/fifty (50/50) split savings between the CCRMA and the Construction Manager.

PAGE 17

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 20th (twentieth) day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 15th (fifteenth) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~(—)~~ 30 (thirty) days after the Architect receives the Application for Payment.

PAGE 18

5%

...

General Conditions, Insurance, and Bonds

...

If substantial completion rooms or areas are to be turned over prior to project completion, then full retainage shall be released accordingly.

...

Upon substantial completion or final punchlist completion with owner's signed approval.

PAGE 19

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~

Payment.

PAGE 20

.001 % per day

...

☐ Arbitration pursuant to Article 15 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

PAGE 21

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

PAGE 22

The amount payable to the Construction Manager shall not exceed the amount the Construction Manager would otherwise have received under section (see 201 - Termination by the Contractor); except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

...

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ~~(\$—)one million (\$ 1,000,000)~~ for each occurrence and ~~(\$—two million (\$ 2,000,000))~~ in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 23

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 14.3.1.5 ~~Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$—) per claim and (\$—) in the aggregate. Construction Manager shall provide Builders Risk Coverage.~~

...

PAGE 24

Umbrella

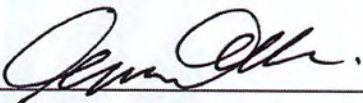
Five million (\$5,000,000) in the aggregate.

Juan Delgado Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Alfredo Garcia, Jr., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:40:05 ET on 03/14/2022 under Order No. 2114282848 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

V. P.
(Title)

3/22/22
(Dated)

AIA Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Seventeen day of March in the year 2022, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Seventeen day of March in the year 2022 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

Cameron County Parks Administration Building
33248 State Park Road 100
South Padre Island, Texas 78597

THE OWNER:
(Name, legal status, and address)

Cameron County Regional Mobility Authority (CCRMA)
3461 Carmen Avenue
Rancho Viejo, Texas 78575
Phone: 956 621 5571
Fax: 956 621 5590

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Noble Texas Builders, LLC
108 South Main St
La Feria, TX 78559

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract

Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Four Million Four Hundred Eighty Nine Thousand Nine Hundred Thirty Eight (\$ 4,489,938), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Exhibit A with Schedule of Values

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Alternate #1	\$143,901

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
NA		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
NA		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Once Notice to Proceed from the owner is received and the building permit from the city is approved

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than 306 (Three Hundred and Six) calendar days from the date of commencement of the Work.

☐ [] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
NA	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
EXHIBIT F	VE List	March 17, 2022	1

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Exhibit C with List of Specifications

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Exhibit D with List Of Drawings

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
NA		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Testing	\$25,000
Project Contingency	\$40,000
Asphalt Allowance	\$3,654

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Exhibit E with Assumptions and Clarifications

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

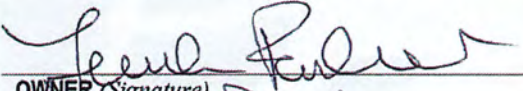
NA

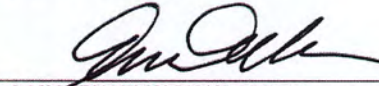
ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

NA

This Amendment to the Agreement entered into as of the day and year first written above.


OWNER (Signature)
Frank Parker Jr.
(Printed name and title)


CONSTRUCTION MANAGER (Signature)
Juan Delgado, VP.
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A133™ – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:07:18 ET on 03/11/2022.

PAGE 1

This Amendment dated the Seventeen day of March in the year 2022, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Seventeen day of March in the year 2022 (the "Agreement")

...

Cameron County Parks Administration Building
33248 State Park Road 100
South Padre Island, Texas 78597

...

Cameron County Regional Mobility Authority (CCRMA)
3461 Carmen Avenue
Rancho Viejo, Texas 78575
Phone: 956 621 5571
Fax: 956 621 5590

...

Noble Texas Builders, LLC
108 South Main St
La Feria, TX 78559

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Four Million Four Hundred Eighty Nine Thousand Nine Hundred Thirty Eight (\$ 4,489,938), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

See Exhibit A with Schedule of Values

...

Alternate #1

\$143,901

...

NA

...

NA

...

[X] Established as follows:

...

Once Notice to Proceed from the owner is received and the building permit from the city is approved

PAGE 3

[X] Not later than 306 (Three Hundred and Six) calendar days from the date of commencement of the Work.

...

NA

...

EXHIBIT E F

VE List

March 17, 2022

1

...

See Exhibit C with List of Specifications

...

See Exhibit D with List Of Drawings

...

NA

PAGE 4

<u>Testing</u>	<u>\$25,000</u>
<u>Project Contingency</u>	<u>\$40,000</u>
<u>Asphalt Allowance</u>	<u>\$3,654</u>

...

See Exhibit E with Assumptions and Clarifications

...

NA

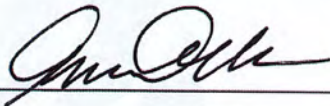
...

NA

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Alfredo Garcia, Jr., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:07:18 ET on 03/11/2022 under Order No. 2114282848 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

V. P.
(Title)

3/22/22
(Dated)

AIA® Document A133™ – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 17th day of March in the year 2022
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Cameron County Parks Administration Building
33248 State Park Road 100
South Padre Island, Texas 78597

THE OWNER:
(Name, legal status, and address)

Cameron County Regional Mobility Authority (CCRMA)
3461 Carmen Avenue
Rancho Viejo, Texas 78575

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Noble Texas Builders, LLC
108 S. Main Street
La Feria, Texas 78559

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 **Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss

Sub-Limit

§ B.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure

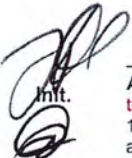
against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.



§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☐ **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

- ☐ **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: *(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

Commercial General Liability, Automobile Liability, Workers' Compensation, Builders Risk Insurance, and Umbrella Policy

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ONE MILLION AND NO/100 DOLLARS (\$ 1,000,000.00) each occurrence, TWO MILLION AND NO/100 DOLLARS (\$ 2,000,000.00) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than ONE MILLION AND NO/100 DOLLARS (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

 Init.

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

Builders Risk Insurance and Construction Manager's Umbrella Policy

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☐ § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below.

Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- ☐ § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

- ☐ § B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim

and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- [] § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [] § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- [] § B.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	\$4,489,938.00
Performance Bond	\$4,489,938.00

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Additions and Deletions Report for AIA® Document A133™ – 2019 Exhibit B

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:31:57 ET on 03/22/2022.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 17th day of March in the year 2022

...

(Name and location or address)

Cameron County Parks Administration Building
33248 State Park Road 100
South Padre Island, Texas 78597

...

(Name, legal status, and address)

Cameron County Regional Mobility Authority (CCRMA)
3461 Carmen Avenue
Rancho Viejo, Texas 78575

...

Noble Texas Builders, LLC
108 S. Main Street
La Feria, Texas 78559

PAGE 4

Commercial General Liability, Automobile Liability, Workers' Compensation, Builders Risk Insurance, and Umbrella Policy

PAGE 5

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ONE MILLION AND NO/100 DOLLARS (\$ 1,000,000.00) each occurrence, TWO MILLION AND NO/100 DOLLARS (\$ 2,000,000.00) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

...

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than ONE MILLION AND NO/100 DOLLARS (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

PAGE 6

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User Notes:

(913731174)

Builders Risk Insurance and Construction Manager's Umbrella Policy
PAGE 7

Payment Bond	<u>\$4,489,938.00</u>
Performance Bond	<u>\$4,489,938.00</u>



EXHIBIT C

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CAMERON COUNTY PARKS ADMINISTRATION BUILDING

DESCRIPTION	DATE
<u>DIVISION 1 - GENERAL REQUIREMENTS</u>	
01010 Summary of Work Allowances	February 2021
01340 Submittals	February 2021
01505 Temporary Facilities	February 2021
01605 Products and Substitutions	February 2021
01705 Project Closeout	February 2021
<u>DIVISION 2 - SITE WORK</u>	
02110 Site Preparation	February 2021
02200 Earthwork	February 2021
02281 Termite Control	February 2021
02466 Drilled Piers	February 2021
02525 Curb and Sidewalks 02810 Irrigation	February 2021
02900 Planting	February 2021
02930 Lawns	February 2021
<u>DIVISION 3 - CONCRETE</u>	
03010 Concrete Work	February 2021
03100 Concrete Forms	February 2021
03200 Concrete Reinforcement	February 2021
03300 C.I.P. Concrete	February 2021
<u>DIVISION 5 - METALS</u>	
05040 Hot Dip Galvanizing 05120 Structural Steel Framing	February 2021
05210 Steel Joists	February 2021
05310 Steel Deck	February 2021
05400 Cold Formed Metal Framing 05500 Metal Fabrications	February 2021
05510 Metal Stairs	February 2021
05511 Fixed Aluminum Ladders 05520 Handrails and Railing	February 2021
<u>DIVISION 6 - CARPENTRY</u>	
06100 Rough Carpentry	February 2021
06200 Finish Carpentry	February 2021
06400 Architectural Woodwork 06520 Structural Plastic Fencing	February 2021
<u>DIVISION 7 - MOISTURE PROTECTION</u>	
07115 Sheet Waterproofing	February 2021
07200 Insulation	February 2021
07220 Roof and Deck Insulation	February 2021
07240 Exterior Insulation and Finish System	February 2021
07550 Modified Bituminous Sheet Roofing	February 2021
07600 Sheet Metal Flashing and Trim	February 2021
07724 Roof Hatch	February 2021
07900 Joint Sealers	February 2021
<u>DIVISION 8 - DOORS AND WINDOWS</u>	
08100 Steel Doors and Frames	February 2021
08210 Wood Doors	February 2021
08343 Standard Fiberglass Resin Transfer Molded Doors and Frames	February 2021
08410 Aluminum Entrances and Storefronts	February 2021
08700 Finish Hardware	February 2021
<u>DIVISION 9 - FINISHES</u>	
09220 Non-Structural Metal Framing	February 2021
09250 Gypsum Drywall	February 2021
09300 Tile	February 2021
09510 Acoustical Ceiling	February 2021
09511 Special Ceilings	February 2021

09720 Wall Coverings	February 2021
09900 Painting	February 2021
<u>DIVISION 10 - SPECIALTIES</u>	
10260 Clear Corner Guards	February 2021
10261 Chair Rails	February 2021
10350 Flag Poles	February 2021
10440 Specialty Signs	February 2021
10730 Door and Window Aluminum Canopies	February 2021
10800 Toilet Accessories	February 2021
<u>DIVISION 12 - FURNISHINGS</u>	
12240 Motorized Window Shades	February 2021
<u>DIVISION 14 – CONVEYING EQUIPMENT</u>	
14240 Hydraulic Elevators	February 2021
<u>CIVIL ENGINEERING SPECIFICATIONS – AMBIOTEC GROUP</u>	
014529 Testing Laboratory Services	February 2021
015000 Temporary Facilities and Controls	February 2021
015526 Traffic Control and Regulation	February 2021
024100 Demolition	February 2021
033000 Concrete for Utility Construction	February 2021
310620.16 Backfill Material Schedule	February 2021
311000 Site Clearing	February 2021
312300 Earthwork, Excavation, Fill , Grading	February 2021
312313 Subgrade Preparation	February 2021
312316.16 Excavation & Backfill for Minor Structures	February 2021
312319 Dewatering – Control of Ground Water and Surface Water	February 2021
312333 Trenching & Backfilling – Excavation and Backfill for Utilities	February 2021
312500 Erosion and Sediment Control	February 2021
312313.19 Lime Treatment for Subgrade	February 2021
314100 Shoring – Trench Safety Systems	February 2021
321123 Aggregate Base Course	February 2021
321216 Asphalt Paving	February 2021
321313 Concrete Paving	February 2021
321600 Concrete Curbs, Gutters, Driveways & Sidewalks	February 2021
323113 Chain Link Fencing	February 2021
331000 Water Utilities & Waterline Pipework	February 2021
331213 Water Tap and Service Line Installation	February 2021
331233 Valve Boxes, Meter Boxes and Meter Vaults	February 2021
333000 Sanitary Sewerage Utilities and Sanitary Sewer Pipework	February 2021
334000 Storm Drainage System	February 2021
<u>DIVISION 21: FIRE SUPPRESSION</u>	
210517 Fire Suppression Sleeves and Seals	February 2021
210518 Fire Suppression Escutcheon Plates	February 2021
211313 Wet Pipe Sprinkler System	February 2021
<u>DIVISION 22: PLUMBING</u>	
220010 Plumbing Summary of Work	February 2021
220517 Sleeves and Sleeve Seals for Plumbing Piping	February 2021
220518 Escutcheons for Plumbing Piping	February 2021
220519 Meters and Gauges for Plumbing Piping	February 2021
220523 General-Duty Valves for Plumbing Piping	February 2021
220529 Hangers and Supports for Plumbing Piping and Equipment	February 2021
220548.13 Vibration Controls for Plumbing Piping and Equipment	February 2021
220553 Identification for Plumbing Piping and Equipment	February 2021
220719 Plumbing Piping Insulation	February 2021
221116 Domestic Water Piping	February 2021
221119 Domestic Water Piping Specialties	February 2021

221123.13 Domestic Water Packaged Booster Pump	February 2021
221316 Sanitary Waste and Vent Piping	February 2021
221319 Sanitary Waste and Vent Piping Specialties	February 2021
221323 Sanitary Waste Interceptors	February 2021
221413 Facility Storm Drainage Piping	February 2021
221423 Storm Drainage Piping Specialties	February 2021
223300 Electric, Domestic Water Heaters	February 2021
224000 Plumbing Fixtures	February 2021
224713 Drinking Fountains	February 2021

DIVISION 23: HEATING, VENTILATION, AND AIR-CONDITIONING

230010 Summary of Mechanical Work	February 2021
230513 Common Motor Requirements for HVAC Equipment	February 2021
230517 Sleeves and Sleeve Seals for HVAC Piping	February 2021
230518 Escutcheons for HVAC Piping	February 2021
230529 Hangers and Supports for HVAC Piping and Equipment	February 2021
230548.13 Vibration Controls for HVAC Piping and Equipment	February 2021
230553 Identification for HVAC Piping and Equipment	February 2021
230593 Testing, Adjusting, and Balancing for HVAC	February 2021
230713 Duct Insulation	February 2021
230719 HVAC Piping Insulation	February 2021
230800 Commissioning of HVAC	February 2021
230900 Instrumentation and Controls for HVAC	February 2021
230993 Sequence of Operations for HVAC Controls	February 2021
232300 Refrigerant Piping	February 2021
232923 Variable Frequency Motor Controllers	February 2021
233113 Metal Ducts	February 2021
233300 Air Duct Accessories	February 2021
233423 HVAC Power Ventilators	February 2021
233713 Diffusers, Registers, and Grilles	February 2021
236200 Packaged Compressor and Condenser Units	February 2021
237313 Modular Indoor Central Station Air Handling Units	February 2021
238126 Split System Air-Conditioners	February 2021

DIVISION 26: ELECTRICAL

260010 Summary of Electrical Work	February 2021
260519 Low-Voltage Electrical Power Conductors and Cables	February 2021
260526 Grounding and Bonding for Electrical Systems	February 2021
260529 Hangers and Supports for Electrical Systems	February 2021
260533 Raceways and Boxes for Electrical Systems	February 2021
260544 Sleeves and Sleeve Seals for Electrical Raceways and Cabling	February 2021
260553 Identification for Electrical Systems	February 2021
260800 Commissioning for Electrical Systems	February 2021
260923 Lighting Controls	February 2021
262113 Packaged Engine Generator	February 2021
262320 Transfer Switches	February 2021
262416 Panelboards	February 2021
262713 Electricity Metering	February 2021
262726 Wiring Devices	February 2021
262816 Enclosed Switches and Circuit Breakers	February 2021
264313 Surge Protection for Low Voltage Electrical Power Circuit	February 2021
265116 Interior Lighting	February 2021
265219 Emergency and Exit Lighting	February 2021
265621 Exterior Lighting	February 2021
267210 Fire Alarm System	February 2021
267240 Intrusion and Access Control	February 2021
268050 Hand Dryers	February 2021

EXHIBIT D*1 of 3*Cameron County ISLA BLANCA ADMIN BLDG
List of Drawings

DIVISION	Sheet	Date Approved
Civil		
Cover Sheet	1	10/1/2020
General Notes	2	10/1/2020
Existing Topo/Demo Plan	3	10/1/2020
Swppp Plan	4	10/1/2020
Swppp Details	5	10/1/2020
Utility Plan	6	10/1/2020
Grading Plan	7	10/1/2020
Enlarged Grading View	8	10/1/2020
Dimension Plan	9	10/1/2020
Paving & Drainage Details	10	10/1/2020
Drainage Details	11	10/1/2020
General Details	12	10/1/2020
Water Details	13	10/1/2020
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EXHIBT E



CCRMA Isla Blanca Admin Building

Date: 03/10/2022

Estimator: Steven Delgado

Assumptions and Clarifications

Remarks

Proposal is based on drawings dated February 2021

Proposal is also based on Addendum #01 dated 03.12.2021 and Addendum #02 dated 03.16.21

A 10 month construction duration is currently figured from date of Notice to Proceed and receipt of City of SPI Building Permit

No building permit cost is included. This has been waived by City of SPI as per CCRMA.

Proposal is also based on VE List. Reference attached accepted cost savings list for revised scope/materials.

Materials testing is by owner. An allowance of \$25,000 is included in proposal.

LEED Certification is **NOT** figured for project.

Alternate #1 (Generator, ATS, and Booster Pump) have been accepted and are included in project cost.

The Betterment Allowance included has been reduced to \$40,000. This will be utilized if necessary to cover any material escalations that occur during the project.

AEP Pole and electrical line relocations or primary costs are **NOT** included in project cost.

Any underground utility relocates are **NOT** included in project cost.

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Thursday March 17, 2022

EXHIBIT F

Potential Cost Savings

Bid Day Amount

\$ 4,552,335

Item #	Description	Potential Cost Savings Amounts	ACCEPTED (Y/N)	Sub
01	8-10" Mexican Fan Palm in Lieu of 15'-20" Mexican Fan Palm	\$ 1,500	Y	Vista Verde Landscaping
02	Hau Tree 15GL & 2"-3" CAL. in lieu of Hau Tree 30GL & 3"-4" CAL.	\$ 105	Y	Vista Verde Landscaping
03	8" Texas Sabal Palm in lieu of Wild Date Palm	\$ 3,600	Y	Vista Verde Landscaping
04	Standard cabling for irrigation control wiring in lieu of specified	\$ 2,700	Y	Vista Verde Landscaping
05	4" in lieu of 1 gal Asian Jasmine	\$ 1,080	Y	Vista Verde Landscaping
06	Reduce 1,541 SY of Bermuda Certified SOD (see attached drawing showing area to take SOD. Original area: 2,445SY; revised area to take sod: 904SY. Add 1541 SY or 13,869SF of hydromulch	\$ 2,911	Y	Vista Verde Landscaping
07	1" layer Premium Compost or 8CY in lieu of 2" layer Premium Compost or 16CY	\$ 560	Y	Vista Verde Landscaping
08	Screened Top Soil 4" or 35CY for all Planting Beds in lieu of 8" or 70CY	\$ 1,960	Y	Vista Verde Landscaping
09	Boulders to be reduced from 30 to 20 units	\$ 1,600	Y	Vista Verde Landscaping
10	Furnish Garland Hot Mop Stressply in Lieu of Stressply IV UV Mineral & Stressbase 80 in lieu of HRP torchbase	\$ 7,200	Y	TADCO
11	Change specialty ceilings to 2x2 Acoustical Ceiling Tile (Armstrong)	\$ 4,050	Y	MBS
12	Change Astem Trim at Clouds to Flannery Trim	\$ 900	Y	MBS
13	Change ACT from Armstrong to Rockfon	\$ 4,500	Y	MBS
14	Paint in lieu of wallcoverings: add epoxy paint at room 101 Reception	\$ 29,950	Y	STPP
15	Use \$4.00 material allowance in lieu of tile specified on walls	\$ 7,380	Y	Interrech
16	Remove radial rubber flooring an threads at emergency stairs	\$ 5,357	Y	Interrech
17	Eliminate waterproofing behind tile on walls	\$ 3,480	Y	Interrech
18	Standard grout in lieu of epoxy grout	\$ 5,175	Y	Interrech
19	Eliminate the ITM controller and BACNET interface		N	Mechanical Star
20	Remove ICM 455 Phase/Voltage Protection		N	Mechanical Star
21	Delete 10,000 Hour cabinet coating		N	Mechanical Star
22	All Aluminum Feeders in lieu of copper	\$ 2,660	Y	Metro
23	Utilize Aluminum Buses in lieu of Copper. Utilize General Duty Gear in lieu of Heavy Duty		N	Metro
24	Equal to Lighting/Controls Package		N	Metro
25	Remove Electrical Controls	\$ 6,863	Y	Metro
26	Remove aluminum jacket and insulation		N	Fire Systems of Texas
27	Canopy by Bowman Distributing in lieu of Avadek	\$ 16,627	Y	Bowman
28	Reduce asphalt paving from 3" to 2" except at main drive 20' wide (NOTE: due to asphalt price volatility, we will set \$3,654 as an allowance for potential asphalt price escalation. Asphalt figured at today's price of \$77.50/ton)	\$ 3,654	Y	DKJ Site
29	Change Limestone base from 10" to 8"	\$ 9,513	Y	DKJ Site
30	Delete cement stabilization of subgrade. \$17,280 accepted but Civil Engineer requested subgrade testing to determine % of cement. If needed, cost will be taken from project's contingency	\$ 17,280	Y	DKJ Site
31	Switch copper water distribution piping to PEX on piping 1 1/2" and smaller with brass fittings	\$ 11,430	Y	Farrell Plumbing
32	Allowance reduced by \$10K. If subgrade cement stabilization required, cost to be taken from this allowance	\$ 10,000	Y	Fire Systems of Texas
33	Use Schedule 40 fire sprinkler piping 2.5" and below and use schedule 10 on piping larger than 3"	\$ 2,176	Y	BND
34	Laminate cabinets in lieu of stained wood	\$ 2,462	Y	ADH
35	Change HM frames from 14 to 16 ga. wood doors from structural composite lumber to particleboard core & make light kits in the wood doors metal in lieu of wood	\$ 4,419	Y	Fast Signs
36	Reduce message display marquee from 8'-10"H to 7'-10"H & resolution from 16mm to 19mm	\$ 3,726	Y	
Total Potential Cost Savings		\$ 174,829		

Bid Amount with Accepted VE

\$ 4,377,507

Alternate #1 Generator-ATS Concrete Pad & Booster Pump

\$ 143,886

Deduct Permit Fees

\$ (31,455)

Final Contract Amount with accepted items above & Alternate #1

\$ 4,489,938



Schedule of Values

Name: **Cameron County Isla Blanca Admin Building**
 Location: **South Padre Island, Texas**
 Gross Area (SF): **8,695**
 Duration (Mos): **10.0**
 Date: **March 17, 2022**
 Lead Estimator: **Steven Delgado**

01	General Requirements & Contingencies	139,000
02	Civil (Earthwork, Subgrade, Utilities) and Existing Conditions	137,100
03	Concrete	438,899
04	Masonry	-
05	Metals	387,573
06	Wood, Plastics, & Composites	24,200
07	Thermal & Moisture Protection, Roofing	318,326
08	Openings	213,300
09	Finishes	654,848
10	Specialties	139,304
12	Furnishings	17,300
14	Elevator	73,980
21	Fire Suppression	37,464
22	Plumbing	180,500
23	Heating, Ventilation, & Air Conditioning	386,950
26	Electrical	284,013
31	Earthwork	179,610
32	Exterior Improvements	163,375
33	Utilities	137,485
Subtotal:		3,913,227
	General Conditions	295,950
	Builder's Risk Insurance	35,463
	General Liability Insurance	32,322
	P & P Bonds	42,866
	Warranty	25,038
	AGC Fees:	5,302
	Building Permit	31,455
	Overhead & Profit	170,713
Total: \$		4,552,335

Alternate #1 - Generator , ATS, Pad, Booster Pump \$ 143,885.82
 Deduct Approved VE Items \$ (174,828.60)
 Permit Fee Deduction \$ (31,455.00)

Final Contract Amount with accepted items above & Alternate #1 \$ 4,489,938

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Cameron County Parks Administration Building
33248 State Park Road 100
South Padre Island, Texas 78597

THE OWNER:

(Name, legal status and address)

Cameron County Regional Mobility Authority (CCRMA)
3461 Carmen Avenue
Rancho Viejo, Texas 78575

THE ARCHITECT:

(Name, legal status and address)

Gomez Mendez Saenz, Inc.
1150 Paredes Line Rd.
Brownsville, Texas 78526

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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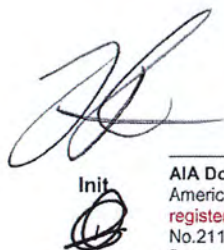
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service


Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.



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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.



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§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

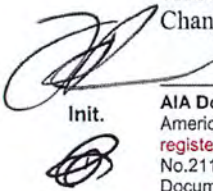
§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.


§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.


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§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.



ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;



- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

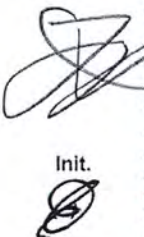
§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act



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or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

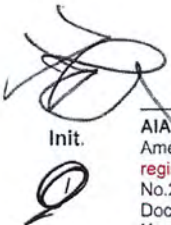
- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

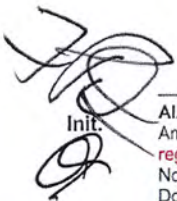
§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



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Additions and Deletions Report for **AIA® Document A201® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:32:07 ET on 03/22/2022.

PAGE 1

Cameron County Parks Administration Building
33248 State Park Road 100
South Padre Island, Texas 78597

...

Cameron County Regional Mobility Authority (CCRMA)
3461 Carmen Avenue
Rancho Viejo, Texas 78575

...

Gomez Mendez Saenz, Inc.
1150 Paredes Line Rd.
Brownsville, Texas 78526

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Alfredo Garcia, Jr., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:32:07 ET on 03/22/2022 under Order No. 2114282848 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



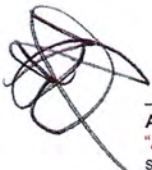
(Signed)

V.P.

(Title)

3/22/22

(Dated)



**3-H CONSIDERATION AND APPROVAL OF AN INTERLOCAL
AGREEMENT BETWEEN CAMERON COUNTY AND THE CAMERON
COUNTY REGIONAL MOBILITY AUTHORITY REGARDING THE
CUSTOMS AND BORDER PROTECTION DONATION ACCEPTANCE
PROGRAM PROJECT AT THE VETERANS INTERNATIONAL
BRIDGE.**

STATE OF TEXAS)
)
CAMERON COUNTY)
)
Contract No. 2022C03086


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 perform construction management services for the Veterans Bridge CBP DAP Project (Expansion of the CBP Passenger Vehicle Lanes). Currently, the Project is ready to let on April 27, 2022. This Project has Category 7 funds for construction at the RGVMPO in addition to the local funds listed in this agreement being used to expedite project development.
2. **PROJECT TO BE COMPLETED:** To provide construction management services for the Veterans Bridge CBP DAP Project.
3. **CCRMA HEREBY AGREES TO:**
 - a. Utilize one of the CCRMA's consultants to perform construction management services for the CBP Primary Lane Expansion Project.
 - b. Coordinate with the Texas Department of Transportation (TxDOT) on any issues arising during the construction phase.
 - c. Provide monthly progress reports of activities to the COUNTY.
 - d. Locally let the Project through the CCRMA utilizing CCRMA staff and consultants.
4. **COUNTY HEREBY AGREES TO:**
 - a. To provide funding in the amount of \$439,859.86 for construction management services as outlined in Exhibit A.
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 the COUNTY will be made from current revenues of the COUNTY.
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 employee 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.

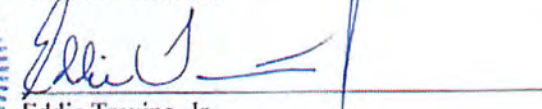
Executed on this 15th day of March, 2022.

Attested by: 
Arturo A. Nelson
CCRMA Secretary

Attested by: 
Sylvia Garza-Perez
County Clerk




Frank Parker, Jr.
CCRMA Chairman


Eddie Trevino, Jr.
County Judge

- 3-I CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY REGARDING THE CUSTOMS AND BORDER
PROTECTION DONATION ACCEPTANCE PROGRAM PROJECT AT FREE
TRADE BRIDGE.**

STATE OF TEXAS)
)
CAMERON COUNTY)
)
Contract No. 2022C03087

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:

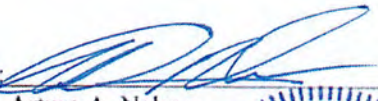
1. PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT: To allow the CCRMA, to perform engineering services for the Free Trade Bridge CBP DAP Project (Remodeling of the CBP Export Dock). Currently, the Project is being developed as a DAP Project with CBP.
2. PROJECT TO BE COMPLETED: To provide engineering services for the Free Trade Bridge CBP DAP Project.
3. CCRMA HEREBY AGREES TO:
 - a. Utilize one of the CCRMA's consultants to perform engineering services for the Free Trade Bridge CBP DAP Project.
 - b. Provide monthly progress reports of activities to the COUNTY.
 - c. Locally let the Project through the CCRMA utilizing CCRMA staff and consultants.
4. COUNTY HEREBY AGREES TO:
 - a. To provide funding in the amount of \$110,470.36 for engineering services as outlined in Exhibit A.
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 the COUNTY will be made from current revenues of the COUNTY.
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 employee 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

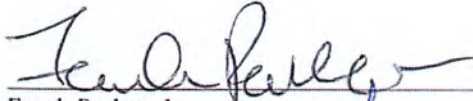
between the CCRMA and COUNTY pursuant to Tex. Gov't CODE Section 791.025 to the extent applicable.

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.

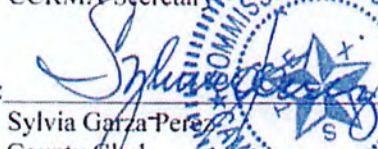
Executed on this 15th day of March, 2022.

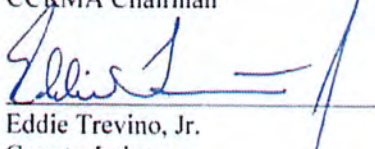
Attested by:

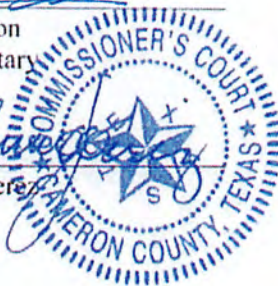

Arturo A. Nelson
CCRMA Secretary


Frank Parker, Jr.
CCRMA Chairman

Attested by:


Sylvia Garza Perez
County Clerk


Eddie Trevino, Jr.
County Judge



**3-J CONSIDERATION AND APPROVAL TO REQUIRE THE BID(S) FOR
THE VETERANS CBP PRIMARY LANES EXPANSION PROJECT TO
COMPLY WITH TXDOT GUIDELINES.**

**Cameron County
Regional Mobility Authority**

VETERANS INTERNATIONAL BRIDGE

POV EXPANSION

BID NO. 2022-VETS-1

INVITATION TO BID

For the construction of the proposed Veterans International Bridge POV Expansion.

Payment for the project will be made as defined in the specifications.

Sealed Proposals for the above project will be received by Cameron County Regional Mobility Authority at 3461 Carmen Avenue Rancho Viejo, Texas 78575 on or before 4:00 P.M. C.S.T., April 27, 2022. Bids will be opened at the same location at 4:01 P.M. C.S.T. (as per Cameron County Regional Mobility Authority time clock) on deadline due date.

The work under this Contract shall be Substantially Complete within Two Hundred Thirty-Five (235) working days after the initial notice to proceed (NTP). The contract time includes the mobilization and materials procurement period. The complete list of estimated quantities is located in the bid tab. The principal items of work are as follows:

- Excavation
- Cement
- Cement Treat
- Concrete Pavement
- Illumination
- Demolition
- POV Primary Inspection
- Secondary Inspection
- Head House

To receive and subsequently submit Official Proposals for this Contract, prospective bidders shall, meet the following requirements:

- Registered with the State of Texas.
- Eligible to work on Federal Projects.
- Prequalified by Cameron County Regional Mobility Authority (bidders must submit prequalification documents to Cameron County Regional Mobility Authority 5 days prior to bid opening)
- Eligible to obtain GSA Access (employees and subcontractors)

Cameron County Regional Mobility Authority cannot be held liable in the event a party is unable to submit a valid bid due to delay in the prequalification procedure. Securing prequalification and the timing thereof, shall at all times be the sole responsibility of the Prospective Bidder.

- The contract will be awarded in accordance with all Bid Documents , included but not limited to Item 2L Instruction to Bidders, Item 3L Award and Execution of Contract.

- The contract will be awarded in accordance with Cameron County Regional Mobility Authority Procurement and Policy Procedures. A copy of the Procurement and Policy Procedures is available online at the Cameron County Regional Mobility Authority website at www.cameroncountyrma.org.

A Pre-bid Meeting will be held for this project on April 15, 2022 at 1:00 P.M. C.S.T, at the by Cameron County Regional Mobility Authority at 3461 Carmen Avenue Rancho Viejo, Texas 78575. The Pre-bid Meeting is **MANDATORY** and prospective bidders must attend in order to have their proposal opened.

Bids received after the above mentioned date and time will not be considered and will be returned unopened. The Cameron County Regional Mobility Authority reserves the right to accept or reject all or any part of any bid, hold all bids for 180 days from the due date of receipt without actions, waive any technicalities, require statements or evidence of bidder's qualifications, including financial statements, and award the bid which best serves the Cameron County Regional Mobility Authority. Acceptance will be based on low bid and qualification of contractor. Award of bid shall be to the lowest responsible bidder.

Bid Documents may be obtained at the Cameron County Regional Mobility Authority offices, at the S&B Infrastructure Office and online at the CivCast <https://www.civcastusa.com/>

Cameron County Regional
Mobility Authority Office
3461 Carmen Avenue,
Rancho Viejo Texas 78575.

S&B Infrastructure Office

5408 N. 10th St.
McAllen, Texas 78504

Copies will be available in CD format at no cost.

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so as to receive any addenda or clarification issued by the Cameron County Regional Mobility Authority.

Standard Specifications (Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges", 2014), which form an integral part of this Contract, are available online at the Texas Department of Transportation (TxDOT) website at www.txdot.gov.

Facilities Standards for The Public Buildings Service PBS-P100 (Known as the P100) of the General Services Administration (GSA) forms an integral part of this Contract. Available online at the U.S. General Services Administration (GSA) website at www.gsa.gov.

NOTE: This project complies with federal regulations and guidelines.

PROPOSAL REQUIREMENTS

Each Proposal must be accompanied by a Bid Guarantee consisting of either a Bid Guarantee Check in the amount of at least five (5) percent of the Total Bid Amount or a Bid Bond (on the form provided) in the amount of at least five (5) percent of the Total Bid Amount. The Bid Guarantee Check must be a cashier's check, money order, or teller's check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union and made payable to Cameron County Regional Mobility Authority. The Bid Guarantee Check must be dated on or before the letting date and must be less than 90 days old.

An 11% goal for DBE is established for this project.

RESERVATION OF RIGHTS

The Cameron County Regional Mobility Authority reserves the following rights:

- To reject any or all bids, to waive any informality in the bidding process, or to terminate the bidding process at any time, if deemed by the Cameron County Regional Mobility Authority to be in its best interests.
- To not award a contract pursuant to this Invitation for Bid.
- To terminate a contract awarded pursuant to this Invitation for Bid, at any time for its convenience, upon 10 days written notice to the successful bidder(s).

**3-K CONSIDERATION AND APPROVAL OF AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CAMERON
COUNTY REGIONAL MOBILITY AND S&B INFRASTRUCTURE, LTD. FOR
THE VETERANS BRIDGE PROJECT.**

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
AND S&B INFRASTRUCTURE, LTD.**

This Amendment to that certain "Professional Services Agreement" dated June 28, 2019, between Cameron County Regional Mobility Authority (the "Authority") and S&B Infrastructure, LTD. (the "Engineer") (the "Agreement"), is made for the purpose of amending the not-to-exceed value of the Agreement as well as expanding the Services provided by the Engineer to include Construction Phase and Management services under the Agreement.


The parties therefore agree to amend the Agreement, as follows:

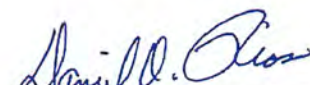
1. Section 1.5 of the Agreement is hereby amended in its entirety to state, as follows:
"1.5 Project. Any reference herein to the "Project" shall be interpreted to mean the same as the CBP Primary Lane Expansion Project at the Veterans International Bridge at Los Tomates".
2. Section 3.1 of the Agreement is hereby amended in its entirety to state, as follows:
"3.1 The total not-to-exceed (NTE) value of the Agreement is the amount of **FIVE HUNDRED FORTY SEVEN THOUSAND NINE HUNDRED EIGHTY FIVE AND 80/100 DOLLARS (\$547,985.80)** an increase of **\$439,381.24** based on the attached fee estimate to be paid in accordance with the provisions herein. The Engineer exceeds the NTE amount at its own risk. The Authority reserves the right to amend this amount (increase/decrease) at any time during the Agreement when the Authority determines, in its sole discretion, that doing so is in its best interests. The foregoing right includes the Authority requiring the Engineer to modify the Services by executing an amendment or other supplemental agreement."
3. The documents attached hereto as Exhibit 1 and incorporated by reference shall be added as part of Exhibit 1 to the Agreement.
4. The documents attached hereto as Exhibit 3 and incorporated by reference shall be added as part of Exhibit 3 to the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

By their signatures below, the parties to the Agreement evidence their agreement to this Amendment.

**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

S&B INFRASTRUCTURE, LTD.

By: 
Frank Parker, Jr. Chairman

By: 
Daniel O. Rios, P.E., President

Date: 3/17/22

Date: March 25, 2022

S&B Project No. U2972 – Veterans POV Expansion
Amendment 1

EXHIBIT 1

Authorities 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) A Notice to Proceed.
- (2) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (3) 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.
- (4) 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.
- (5) Coordination with CBP and GSA on the commissioning of the project upon project completion.

Services to be Provided by the Engineer

GENERAL DESCRIPTION

For this work authorization, S&BI shall perform activities for the development of the Construction Phase services and Construction Management services for the construction for the **Veterans Bridge – Los Tomates US LPOE Northbound Non-commercial Primary and Secondary Expansion Project**. The following tasks have been identified:

TASK 320 – CONSTRUCTION PHASE SERVICES & CONSTRUCTION MANAGEMENT

CONSTRUCTION PHASE SERVICES

The **Engineer** shall perform and/or assist the **Authority** with the following:

- A. Advise and assist the Authority in the preparation and advertising of construction contract bidding opportunities Pre-bid Conference.
- B. Advise and assist Authority with responses of Pre-bid RFI's.
- C. Conduct Pre-bid Conference for the Project.
- D. Assist the Authority at the Bid Opening.
- E. Review the qualifications of construction contractors, verify the tabulating of all construction contract bids received as tabulated by the construction manager, review bids relative to budgets and make recommendations to the Authority with respect to the award of construction contracts. Pre-bid RFI's

CONSTRUCTION ADMINISTRATION/MANAGEMENT

I. GENERAL

- A. Advise and assist the Authority and the construction manager on all matters of engineering related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans.
- B. Advise and assist the authority and the construction manager in evaluating and resolving construction problems and providing guidance in matters relating to construction quality assurance.
- C. Attend construction meetings and make site visits. Review and respond to RFI's and submittals as required. Design consultant (MEP) attendance at meetings and site visits shall be limited to an as-needed basis. The fee is based on 5 visits from the MEP – Electrical and Mechanical Engineer and 2 visits from the MEP – Fire Protection Engineer.
- D. Coordinate with the Authority and monitor the construction of utility relocations to verify that line and grade of relocated utilities will not conflict with the construction of the transportation project and report to the Authority the progress of utility adjustments and relocations relative to

maintaining required time schedules to achieve clearance and of costs being incurred relative to the budget.

- E. Review progress and final payment requests received from utility companies and utility company contractors for adjustment and relocation of utilities.
- F. Review construction contract shop drawings, erection drawings, working drawings, samples, material and product certifications, and catalog cuts and brochure submittals for general conformance with the design plans and specifications.
- G. Review mill and shop inspection and laboratory tests and field tests of construction materials performed by the testing engineer and the testing verification engineer.
- H. Review and recommend approval of progress payment requests, schedules, progress reports, and final payment requests, including certificates of completion, submitted by the testing engineer, geotechnical engineer, land surveyor, and all other consultants retained by the Authority to assist in designing and constructing the project.
- I. Verify and certify final inspection reports of the completed construction issued by the construction manager and issue recommendations and certifications of completion of construction.
- J. Compile and provide the Authority with Record Plans incorporating all construction revisions into the original "as bid" construction plans. Such Record Plans will be based on information furnished by the constructors to the construction manager showing the changes made during construction. The construction manager shall post the "as built" plan revision information it receives on the original tracings and/or digital plan designs. All standard drawings issued before or during construction and /or modified or supplemented during construction shall likewise be made part of the final plans set delivered electronically in .pdf format to the Authority.
- K. Provide on-site field inspection for critical items of work only. Estimated at 235 working days as per the projected construction timeline with an additional 25% of record keeping time. If Contractor fails to complete project within the estimated working days a supplemental for the Engineer will be submitted and will be based on the liquidated damages calculated within the Construction Contract documents.

CONSTRUCTION MATERIAL TESTING

The ENGINEER will provide the AUTHORITY 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 (Latest Version) or Project Plans and Specifications (or as directed by the AUTHORITY). 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.
- (e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
- (f) Any additional laboratory testing as required/requested by the AUTHORITY and the project plans and specifications.
- (g) Providing accurate and timely reports to the AUTHORITY and all/other recipients as designated by the AUTHORITY.

PROJECT: Veteran's POV Expansion
CLIENT: CCRMA
CONTRACT: CSJ:
COUNTY: Cameron County
S & B JOB NO.: U2972 Amendment 1

03/10/22

FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	Principal	Quality Manager	Project Manager	Env Manager	Env Scientist III	GIS Manager	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (III)	Senior CADD / Construction Inspector	CADD Operator (II) / Record Keeper	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS
	320 - 145.01	Project Administration and Coordination	S & B	BASIC																
		Project Manager (Proj Coord)(1 HRS/WK)	S & B	BASIC			52											52	\$14,300.00	
		Cameron County RMA Project Coordination	S & B	BASIC			4											8	\$1,999.92	
		Project Secretary (CLERICAL (1 hrs/week)	S & B	BASIC														52	\$3,380.00	
		Sub Total (320 - 145.01 - Project Administration and Coordination)			-	-	56	-	-	-	-	4	-	-	-	-	-	52		19,679.92
	320.00	CONSTRUCTION PHASE & MANAGEMENT SERVICES																		
681,040.00		CONSTRUCTION BIDDING	S & B	SPECIAL																
681,040.00		RFTS/Addendums	S & B	SPECIAL			4					16			16			36	6,539.68	
681,040.00		Pre Bid Conference	S & B	SPECIAL			4					4			4			16	2,859.92	
681,040.00		Bid Opening	S & B	SPECIAL								2						4	649.96	
681,040.00		Bid Tabulation/Recommendation of Award	S & B	SPECIAL			2					2			16			36	5,555.64	
681,040.00		DURING CONSTRUCTION	S & B	SPECIAL																
681,040.00		Attend Preconstruction Meeting	S & B	SPECIAL			4					4						16	2,859.92	
681,040.00		On-site Inspection	S & B	SPECIAL																
681,040.00		Construction Mgmt & Administration	S & B	SPECIAL											1,880			2,350	263,200.00	
681,040.00		Construction Material Testing	SJPA	SPECIAL														-	61,500.00	
681,040.00		Review of Shop Drawings	L&G	SPECIAL														-	41,896.56	
681,040.00		Concrete Mix Design	S & B	SPECIAL										4				6	878.92	
681,040.00		Foundations	S & B	SPECIAL							24							24	5,883.84	
681,040.00		Final Documents	S & B	SPECIAL			2								16			98	11,865.68	
		Sub Total (320 - CONSTRUCTION PHASE & MANAGEMENT SERVICES)			-	-	16	-	-	-	24	28	-	36	1,960	522	-	2,686		403,680.12
		LABOR TOTALS																		
		Total Hours	MULTIPLIER		0	0	72	0	0	0	24	32	0	36	1,960	522	52	2,698		423,370.04
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		299.96	249.99	275.00	185.00	90.00	169.73	245.16	224.98	207.44	169.73	115.00	100.00	65.00			
		BASE RATES: (\$/MAN-HOUR)			79.53	66.28	72.91	49.06	23.86	45.00	65.00	59.65	55.00	45.00	30.49	26.51	17.23			
	160	NON LABOR																		
		Travel - Mileage During Plan Development (7 Project Status Mtgs. Pre-Bid Mtg and Precon Mtg)	S & B	SPECIAL																
		Travel - Mileage During Construction (Inspector)	S & B	SPECIAL																
		Courier Service	S & B	SPECIAL																
		Sub Total (F.C. 160)																		\$16,011.20
		NON LABOR TOTAL																		
		BASIC SERVICE TOTAL																	\$	\$16,011.20
		PROJECT TOTAL																		19,679.92
																				\$439,381.24

February 10, 2022

Mr. Phillip Pawelek, PE
 S&B Infrastructure, Ltd.
 5408 North 10th Street
 McAllen, Texas 78504

Re: *Veterans International Bridge – Los Tomates US LPOE NB Non-Commercial Primary and
 Secondary Expansion*
 Additional Professional Services Construction Administration Proposal

The total fee to perform the aforementioned design services is **\$61,500.00**. Please note that this proposal does not include costs for the following,

SERVICE / DISCIPLINE	FEE
<u>FEE TOTAL</u>	<u>\$61,500.00</u>
BIDDING & NEGOTIATION	\$5,000.00
CONSTRUCTION ADMINISTRATION	\$56,500.00
Architecture	\$30,000.00
MEP Engineering	\$16,900.00
FPE Engineering	\$9,600.00

**Cameron County & CCRMA - Veterans International Bridge Project (Expansion)
Construction Materials Testing**

Subgrade (Cement Treated) (ITEM 276)

- 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.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

	TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	1541 CY Total
Liquid Limit	Tex-104-E		assume 4 on Prj	Each	4	\$40.00	\$160.00
Plasticity Index	Tex-106-E		assume 4 on Prj	Each	4	\$60.00	\$240.00
Gradation	Tex-110-E		assume 4 on Prj	Each	4	\$95.00	\$380.00
Moisture/Density	ASTM D-698		assume 2 on Prj	Each	2	\$220.00	\$440.00
In-Place Density	Tex-115-E	ASTM D-4938	assume 5 per lift (2 lifts)	Each	10	\$30.00	\$300.00
Comp Strength of Soil Cement Cyl	Tex-120-E Part II		assume 5 on Prj	Each	5	\$150.00	\$750.00
Reports			All	Each	20	\$0.00	\$0.00
Tech Time (Soils)			4 hrs - PI, Gr, MD, 2 hrs - FD	Hour	40	\$93.07	\$3,722.80
# of Trips (Tech)			10 Trips (80 Miles RT)	Mile	800	\$0.54	\$432.00
**Admin/Clerical				Hour	10	\$63.98	\$639.80
						Item Subtotal	\$7,024.60

Hydraulic Cement Concrete - Concrete Pavement (Class P) (ITEM 360)

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

	TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	1735 CY Total
Coarse Aggr.							
Decantation	Tex-406-A	Each 20,000 CY (or source)	QA Test. (QC by Source)	Each	1	\$50.00	\$50.00
Sieve Analysis	Tex-401-A	Each 1,000 CY (ea source)	5 Sieve	Each	2	\$90.00	\$180.00
Deleterious Matl.	Tex-413-A	Each 20,000 CY (or source)		Each	1	\$50.00	\$50.00
L.A. Abrasion	Tex-410-A	Two Each Source	If CRSQC meets Project Spec ~	Each	0	\$200.00	\$0.00
Soundness	Tex-411-A	Two Each Source	If CRSQC meets Project Spec ~	Each	0	\$250.00	\$0.00
Fine Aggr.			QA Test. (QC by Source)				
Sand Equivalent	Tex-203-F	Each 1,000 CY (ea source)		Each	2	\$79.50	\$159.00
Organic Imp.	Tex-408-A	One Per Project Per Source		Each	1	\$50.00	\$50.00
Sieve Analysis	Tex-401-A	Each 1,000 CY (ea source)	9 Sieve	Each	2	\$90.00	\$180.00
Fineness Mod.	Tex-402-A	Each 1,000 CY (ea source)		Each	2	\$20.00	\$40.00
Deleterious Matl.	Tex-413-A	Each 20,000 CY (or source)	If CRSQC meets Project Spec ~	Each	1	\$50.00	\$50.00
Acid Insoluble	Tex-612-J	Two Each Source		Each	0	\$50.00	\$0.00
Mineral Filler			QA Test. (QC by Source)				
Sieve Analysis	Tex-401-A	Two Each Source	If No Mineral Filler utilized in	Each	0	\$90.00	\$0.00
Concrete							
*Strength	Tex-418-A	Each 3000 SY of Conc	Assume 6 Sets per Prj	Each	24	\$20.00	\$480.00
Slump	Tex-415-A	One per Set		Each	6	\$25.00	\$150.00
Entrained Air	Tex-416-A	One per Set		Each	6	\$30.00	\$180.00
Temperature	Tex-422-A	One per Set		Each	6	\$15.00	\$90.00
Reports							
Tech Time (Aggr)			CA, FA, MF, Conc.	Each	30	\$0.00	\$0.00
Tech Time (Conc)				Hour	16	\$93.07	\$1,489.12
# of Trips (Tech)			14 Trips (80 Miles RT)	Hour	48	\$93.07	\$4,467.36
**Admin/Clerical				Miles	1120	\$0.54	\$604.80
				Hour	13	\$63.98	\$831.74
						Item Subtotal	\$9,092.02

Hydraulic Cement Concrete - Concrete Misc (CI AIB) (Riprap and Curb) (ITEM 432 & 529)

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

	TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete							
*Strength	Tex-418-A	Each 180 CY(1 Set = 2 Cyl.)	Adjust Per Str & Placement	Each	8	\$20.00	\$160.00
Slump	Tex-415-A	Not Required	Check	Each	4	\$25.00	\$100.00
Entrained Air	Tex-416-A	One per Set		Each	4	\$30.00	\$120.00
Temperature	Tex-422-A	Not Required	Check	Each	4	\$15.00	\$60.00
Reports							
Tech Time (Aggr)			CA,FA,MF,Conc.	Each	8	\$0.00	\$0.00
Tech Time (Conc)				Hour	0	\$93.07	\$0.00
# of Trips (Tech)				Hour	16	\$93.07	\$1,489.12
**Admin/Clerical			4 Trips (80 Miles RT)	Miles	320	\$0.54	\$172.80
				Hour	4	\$63.98	\$255.92
				Item Subtotal			\$2,357.84

Head House Building Testing = Hydraulic Cement Concrete, CMU Grout, CMU Mortar

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

	TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Slab/Found/Walls Total
Concrete							
*Strength	Tex-418-A		Assume 8 Sets	Each	32	\$20.00	\$640.00
Slump	Tex-415-A			Each	8	\$25.00	\$200.00
Entrained Air	Tex-416-A			Each	8	\$30.00	\$240.00
Temperature	Tex-422-A			Each	8	\$15.00	\$120.00
CMU Grout			ASTM C 1019 / ASTM C39				
*Strength	Tex-418-A		Use Conc \$ - Assume 8 Sets	Each	8	\$20.00	\$160.00
CMU Mortar			ASTM C 780 / ASTM C 109				
*Strength	Tex-418-A		Use Conc \$ - Assume 8 Sets	Each	8	\$20.00	\$160.00
Reports							
Tech Time (Aggr)			CA,FA,MF,Conc.	Each	32	\$0.00	\$0.00
Tech Time (Conc)				Hour	0	\$93.07	\$0.00
# of Trips (Tech)				Hour	24	\$93.07	\$2,233.68
**Admin/Clerical			24 Trips (80 Miles RT)	Miles	1920	\$0.54	\$1,036.80
				Hour	8	\$63.98	\$511.86
				Item Subtotal			\$5,302.34

Batching for Hydraulic Cement Concrete (Class P & Building Concrete) Inspection of Batching at Plant (1 Tech per Plant, Reports)

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

	TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete							
Tech Time (Conc)				Hour	80	\$93.07	\$7,445.60
# of Trips (Tech)			14 Trips (80 Miles RT)	Mile	1120	\$0.54	\$604.80
				Reports	14	\$0.00	\$0.00
**Admin/Clerical				Hour	12	\$63.98	\$767.76
						Item Subtotal	\$8,818.16

- * Concrete Strength testing includes strength testing of cylinder specimens (breaks) as well as preparation, holding and curing of strength specimen costs
 ~ 1 Set is defined as 2 Cylinders (7-day or 28-day)
 ~ All Structural Concrete requires a minimum 2 Sets per Test Location (4 Cyl.)
- ** Project Administrative Fee is assessed on a per invoice basis and involves engineering review, evaluation, management and administration

Summary

Sub-Total / CMT Items =	
Const Mgr. / Engr. (Coor. & Rpt. Rev.)	(52 hrs x 127.97 Hr.)
Admin Clerical (Rpt. Generation)	(42 hrs x 63.98 Hr.)
Construction Materials Testing Sub-total :	
	\$32,654.96
	\$6,654.44
	\$2,687.16
	\$41,996.56



VETERANS INTERNATIONAL BRIDGE

Rd: Veterans International Bridge POV Lanes County: CAMERON
CSJ: 0921-06-313 Project:

TASK #	Description	Quantity	Unit	Daily Rate	Duration	Pred Task	% Comp	Start Day	Finish Day	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6
1	VETERANS INTERNATIONAL BRIDGE POV LANES														
2	PHASE I														
3	SET BARRICADES & SW3P DEVICES	1.00	LS	0.2	5			1	5						
4	PREP ROW	1.00	LS	0.5	2	3	100	6	7						
5	REMOVE EXISTING PAVEMENT	1,252.00	SY	400	4	4	100	8	11						
6	REMOVE STR (RCP)	359	LF	100	4	5	100	12	15						
7	REMOVE STR (JUNCTION BOX AND INLETS)	5	EA	2	3	5	100	12	14						
8	REMOVE CONCRETE CTB	802	LF	200	5	4	100	8	12						
9	REMOVE EXISTING CURB (SAW CUT)	1,468	LF	300	5	8	100	13	17						
11	PHASE II														
12	EXCAVATION	4,958	CY	500	10	9	100	18	27						
13	PROPOSED RCP	386	LF	200	2	9	100	18	19						
14	PROPOSED INLETS & JUNCTION BOXES	11	EA	1	11	13	100	20	30						
15	INSTALL NEW WATER MAIN (PVC) 8"	370	LF	200	2	14	100	31	32						
16	INSTALL NEW SEWER MAIN (PVC) 8"	368	LF	200	2	14	100	31	32						
17	CONDUITS	813	LF	2000	1	16	100	33	33						
18	SUBGRADE PREPARATION	6,943	SY	600	12	17	100	34	45						
19	CONCRETE PAVEMENT	6,159	SY	200	31	18	100	46	76						
20	BLDG FOUNDATION	1	LS	0.05	20	19	100	77	96						
21	TECH ISLAND AND CANOPY INSTALLATION	1	LS	0.05	20	19	100	77	96						
23	PHASE III														
24	REMOVE EXIST SECONDARY BUS INSPECTION, CANOPY, AND VACIS	1	LS	0.2	5	21	100	97	101						
25	REMOVE EXIST PAVING DRILL PIERS	1	LS	0.2	5	24	100	102	106						
26	REMOVE EXISTING CONC CTB	60	LF	200	1	25	100	107	107						
27	REMOVE EXIST CONC CURB	725	LF	300	3	26	100	108	110						
28	REMOVE EXIST RCP	123	LF	100	2	27	100	111	112						
29	REMOVE STR (INLETS & MANHOLES)	2	EA	3	1	28	100	113	113						
31	PHASE IV														
32	INSTALL PROPOSED 12" PVC PIPE	209	LF	200	2	29	100	114	115						
33	INSTALL PROPOSED INLETS & JUNCTION BOXES	3	EA	2	2	32	100	116	117						
34	RELOCATE EXIST INSPECTION STATIONS	1	LS	0.1	10	29	100	114	123						
35	POV HEAD HOUSE CONSTRUCTION	1	EA	0.025	40	29	100	114	153						
36	POV HEAD HOUSE SECONDARY CONSTRUCTION	1	EA	0.025	40	35	100	154	193						
37	REMOVE EXISTING CURB (SAW CUT)	725	LF	300	3	36	100	194	196						
38	CONCRETE PAVEMENT	644	SY	200	4	37	100	197	200						
40	PHASE V														
41	REMOVE EXISTING HEAD HOUSE	1	EA	0.10	10	38	100	201	210						
42	REMOVE VEHICULAR LIFT, COMPRESSOR, AND TIRE CHANGER	1	EA	0.2	5	41	100	211	215						
44	PHASE VI														
45	INSTALL PAVING MARKINGS	1	LS	0.5	2	42	100	216	217						
46	INSTALL ILLUMINATION	10	EA	1	10	42	100	216	225						
47	FINAL CLEAN UP	1	EA	0.1	10	46	100	226	235						
	PHASE I	17	Days	0.9	Month										
	PHASE II	79	Days	4.0	Month										
	PHASE III	17	Days	0.9	Month										
	PHASE IV	87	Days	4.4	Month										
	PHASE V	15	Days	0.8	Month										
	PHASE VI	20	Days	1.0	Month										
		235		11.8											
	TOTAL WORKING DAYS =	235													



VETERANS INTERNATIONAL BRIDGE

Rd: Veterans International Bridge POV Lanes County: CAMERON
CSJ: 0921-06-313 Project:

TASK #	Description	Quantity	Unit	Daily Rate	Duratio	Pred Task	% Comp	Start Day	Finish Day	MONTH 7	MONTH 8	MONTH 9	MONTH 10	MONTH 11	MONTH 12
1	VETERANS INTERNATIONAL BRIDGE POV LANES														
2	PHASE I														
3	SET BARRICADES & SW3P DEVICES	1.00	LS	0.2	5			1	5						
4	PREP ROW	1.00	LS	0.5	2	3	100	6	7						
5	REMOVE EXISTING PAVEMENT	1,252.00	SY	400	4	4	100	8	11						
6	REMOVE STR (RCP)	359	LF	100	4	5	100	12	15						
7	REMOVE STR (JUNCTION BOX AND INLETS)	5	EA	2	3	5	100	12	14						
8	REMOVE CONCRETE CTB	802	LF	200	5	4	100	8	12						
9	REMOVE EXISTING CURB (SAW CUT)	1,468	LF	300	5	8	100	13	17						
11	PHASE II														
12	EXCAVATION	4,958	CY	500	10	9	100	18	27						
13	PROPOSED RCP	386	LF	200	2	9	100	18	19						
14	PROPOSED INLETS & JUNCTION BOXES	11	EA	1	11	13	100	20	30						
15	INSTALL NEW WATER MAIN (PVC) 8"	370	LF	200	2	14	100	31	32						
16	INSTALL NEW SEWER MAIN (PVC) 8"	368	LF	200	2	14	100	31	32						
17	CONDUITS	813	LF	2000	1	16	100	33	33						
18	SUBGRADE PREPARATION	6,943	SY	600	12	17	100	34	45						
19	CONCRETE PAVEMENT	6,159	SY	200	31	18	100	46	76						
20	BLDG FOUNDATION	1	LS	0.05	20	19	100	77	96						
21	TECH ISLAND AND CANOPY INSTALLATION	1	LS	0.05	20	19	100	77	96						
23	PHASE III														
24	REMOVE EXIST SECONDARY BUS INSPECTION, CANOPY, AND VACIS	1	LS	0.2	5	21	100	97	101						
25	REMOVE EXIST PAVING DRILL PIERS	1	LS	0.2	5	24	100	102	106						
26	REMOVE EXISTING CONC CTB	60	LF	200	1	25	100	107	107						
27	REMOVE EXIST CONC CURB	725	LF	300	3	26	100	108	110						
28	REMOVE EXIST RCP	123	LF	100	2	27	100	111	112						
29	REMOVE STR (INLETS & MANHOLES)	2	EA	3	1	28	100	113	113						
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32	INSTALL PROPOSED 12" PVC PIPE	209	LF	200	2	29	100	114	115						
33	INSTALL PROPOSED INLETS & JUNCTION BOXES	3	EA	2	2	32	100	116	117						
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36	POV HEAD HOUSE SECONDARY CONSTRUCTION	1	EA	0.025	40	35	100	154	193						
37	REMOVE EXISTING CURB (SAW CUT)	725	LF	300	3	36	100	194	196						
38	CONCRETE PAVEMENT	644	SY	200	4	37	100	197	200						
40	PHASE V														
41	REMOVE EXISTING HEAD HOUSE	1	EA	0.10	10	38	100	201	210						
42	REMOVE VEHICULAR LIFT, COMPRESSOR, AND TIRE CHANGER	1	EA	0.2	5	41	100	211	215						
44	PHASE VI														
45	INSTALL PAVING MARKINGS	1	LS	0.5	2	42	100	216	217						
46	INSTALL ILLUMINATION	10	EA	1	10	42	100	216	225						
47	FINAL CLEAN UP	1	EA	0.1	10	46	100	226	235						
	PHASE I	17	Days	0.9	Month										
	PHASE II	79	Days	4.0	Month										
	PHASE III	17	Days	0.9	Month										
	PHASE IV	87	Days	4.4	Month										
	PHASE V	15	Days	0.8	Month										
	PHASE VI	20	Days	1.0	Month										
		235		11.8											
	TOTAL WORKING DAYS =	235													

Exhibit 3

For this Professional Services agreement, subconsultant services will be provided by L&G and SJPA.

- 3-L CONSIDERATION AND APPROVAL OF AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
CAMERON COUNTY REGIONAL MOBILITY AND S&B
INFRASTRUCTURE, LTD. FOR THE FREE TRADE BRIDGE
PROJECT.**

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
AND S&B INFRASTRUCTURE, LTD.**

This Amendment to that certain "Professional Services Agreement" dated June 28, 2019, between Cameron County Regional Mobility Authority (the "Authority") and S&B Infrastructure, LTD. (the "Engineer") (the "Agreement"), is made for the purpose of amending the not-to-exceed value of the Agreement as well as expanding the Services provided by the Engineer to include Construction documents for the Technical Requirements package provided by CBP under the Agreement.

The parties therefore agree to amend the Agreement, as follows:

1. Section 1.5 of the Agreement is hereby amended in its entirety to state, as follows:
"1.5 Project. Any reference herein to the "Project" shall be interpreted to mean the same as the Los Indios Export Lot Modification".
2. Section 3.1 of the Agreement is hereby amended in its entirety to state, as follows:
"3.1 The total not-to-exceed (NTE) value of the Agreement is the amount of **ONE HUNDRED FORTY-SIX THOUSAND TWO HUNDRED EIGHTY-NINE AND 26/100 DOLLARS (\$146,289.26)** an increase of **\$110,470.36** based on the attached fee estimate to be paid in accordance with the provisions herein. The Engineer exceeds the NTE amount at its own risk. The Authority reserves the right to amend this amount (increase/decrease) at any time during the Agreement when the Authority determines, in its sole discretion, that doing so is in its best interests. The foregoing right includes the Authority requiring the Engineer to modify the Services by executing an amendment or other supplemental agreement."
3. The documents attached hereto as **Exhibit 1** and incorporated by reference shall be added as part of **Exhibit 1** to the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

By their signatures below, the parties to the Agreement evidence their agreement to this Amendment.

**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

S&B INFRASTRUCTURE, LTD.

By: _____

Frank Parker, Jr. Chairman

Date: _____

3/17/22

By: _____

Daniel O. Rios, P.E., President

Date: March 25, 2022

EXHIBIT 1

Authorities 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) A Notice to Proceed.
- (2) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (3) 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.
- (4) 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.
- (5) Coordination with CBP and GSA for Donation Acceptance Agreement.
- (6) Advertise the construction bidding of the project in two packets: Dock modification and Site modification.
- (7) Coordination with CBP and GSA for the Commissioning of the project upon construction completion.

Services to be Provided by the Engineer

SCOPE DETAILS

The Project may be developed in phases; phases or portions of phases may be implemented through additional individual work authorization; and supplements to this work authorization may be required to complete the tasks outlined below.

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 along with Construction Phase services for the following: ***Los Indios LPOE Export Building and Lot Modification based on the following Technical Requirements by CBP:***

CBP Requirements:

Temporary Office Space

LPOE DS Requirement	Main Components of Work	Notes/ Comments OFO, OB Program, Port
Temporary Secondary Outbound/Export inspection point/office to be provided for CBP officer space	Provide temporary space for CBP officer's area; Officer Work area (4 officers) Break space and unisex restroom (male/female)	OFO/Port to receive a trailer (20'X50') with fixtures, furniture, and equipment to provide temporary space while renovation work being completed
Temporary space for Unified Cargo Processing	Provide temporary office space (two desks) for non-CBP officers	Two Mexican officers to share open office area in the trailer
Temporary infrastructure connectivity	Power and data temporary lines	Overhead lines for power. CBP OIT to relocate existing IT infrastructure from export building before construction
Confirm statutory signage (temporary)	Confirm as per DS and port	OFO/Port to confirm signage at temporary location
Site Restoration	Site to be restored to existing conditions once trailer is removed	OFO/Port to approve final site restoration.

Export Building Renovation and Site Modifications

LPOE DS Requirement	Main Components of Work	Notes/ Comments OFO, OB Program, Port
Secondary Outbound/Export to provide for CBP office and support space to inspection process	Renovate existing Warehouse to provide space for new officer area; Officer Work area (4 officers) with two counter positions; Break Room; two CBP restrooms (male/female), Public	OFO/Port to confirm scope and layout-on the proposed layout/floor plan. Consider cubbies for officer's daily storage

	(broker) and stevedore (dock) waiting area	
Introduction of Unified Cargo Processing at export	Provide office space (two desks) for non-CBP officers	Two Mexican officers to share open office area
Confirm statutory signage	Confirm and update as per DS and port	OFO/Port to confirm signage package, scope and location
Confirm commercial traffic pattern and striping	Patch and seal existing pavement and provide updated striping	Port to confirm scope
OIT, Inspection Technology and Surveillance	Adjust/move existing and provide secure enclosure to updated technology as needed;	OFO/OIT to confirm technology package; OFO/OPR confirms security and exact location of LAN enclosure
New vehicular West access connector for SAT officers	New entry connector pavement 14' wide x 40'	Connecting Export pavement and adjacent road approximately 30' away
New connector at LPOE Perimeter fencing with a sliding powered gate	Confirm LPOE perimeter security ensured; introduce new access point in existing perimeter fencing; essential infrastructure connectivity required	Gate remotely controlled and operated by CBP; Power and data connection to export building
Use of existing parking for officers and public	Existing parking to remain as is (min. for 4 CBP, 2 UCP officers; 15-20 spaces for brokers)	Port confirms
Lighting 50 footcandles in inspection areas and at counter; 30-40 footcandles at office area, (10 Foot candles in general areas)	Add necessary lighting to reach and maintained required illumination levels; use task light	OFO/OPR/OIT to outline additional requirements
Verification of the electrical service line to export building	Verify existing site electrical service line can accommodate new buildout requirements.	
Additional Items:	Water fountain with water bottle filler to be installed at south wall; Eye wash station and emergency kit to be provided	

All documents for the Project shall be prepared in the English language and in English units. The Building Modification and the Site modification will be bid out in two separate packages.

CONSTRUCTION PHASE SERVICES

The **Engineer** shall perform and/or assist the **Authority** with the following (Note: the following services will apply to both bid packages):

- A. Advise and assist the Authority in the preparation and advertising of construction contract bidding opportunities Pre-bid Conference.
- B. Advise and assist Authority with responses of Pre-bid RFI's.
- C. Conduct Pre-bid Conference for the Project.
- D. Assist the Authority at the Bid Opening.
- E. Review the qualifications of construction contractors, verify the tabulating of all construction contract bids received as tabulated by the construction manager, review bids relative to budgets and make recommendations to the Authority with respect to the award of construction contracts. Pre-bid RFI's

NOTE: Construction Management & Material Testing will be performed under a separate work order.

PROJECT: Los Indios LPOE Export Bldg & Lot Modification
CLIENT: CCRMA
CONTRACT: CCRMA

FEE ESTIMATE

COUNTY: Cameron County
S & B JOB NO.:

02/27/22

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	Principal	Quality Manager	Project Manager	Env Manager	Env Scientist I/II	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (III)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS
163.01		Design of Los Indios LPOE Export Bldg & Lot Modification (Engineer)	S & B	SPECIAL			8				40		16	80		4	148	\$23,374.88	
163.02		Design of Los Indios LPOE Export Bldg & Lot Modification (Architect)	SJPA	SPECIAL													0	\$63,500.00	
		Sub Total (163 - Miscellaneous Design)			0	0	8	0	0	0	40	0	16	80	0	4	148		\$86,874.88
145.01		Project Administration and Coordination	S & B	BASIC			40										40	\$11,000.00	
		Project Manager (Proj Coord)(2 HRS/WK)	S & B	BASIC			8				8						16	\$3,999.84	
		Sub Total (145.01 - Project Administration and Coordination)			-	-	48	-	-	-	8	-	-	-	-	-	56		14,999.84
		Sub Total (102 - 170)			-	-	56	-	-	-	48	-	16	80	-	4	204	38,374.72	101,874.72
320.00		CONSTRUCTION PHASE SERVICES																	
681,040.00		CONSTRUCTION BIDDING	S & B	SPECIAL															
681,040.00		RFIS/Addendums	S & B	SPECIAL			4				4						8	1,999.92	
681,040.00		Pre Bid Conference	S & B	SPECIAL			4				4						10	2,129.92	
681,040.00		Bid Opening	S & B	SPECIAL			2				2						4	999.96	
681,040.00		Bid Tabulation/Recommendation of Award	S & B	SPECIAL			2				8						18	3,149.84	
		Sub Total (320 - CONSTRUCTION PHASE SERVICES)			-	-	12	-	-	-	18	-	-	-	8	2	40		8,279.64
		LABOR TOTALS																	
		Total Hours	MULTIPLIER		0	0	68	0	0	0	66	0	16	80	8	6	244		110,154.36
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		299.96	249.99	275.00	185.00	90.00	245.16	224.98	207.44	169.73	115.00	100.00	65.00			
		BASE RATES: (\$/MAN-HOUR)			79.53	66.28	72.91	49.05	23.86	65.00	59.65	55.00	45.00	30.49	26.51	17.23			
160		NON LABOR																	
52400		a. Courier Service	S & B	SPECIAL														\$100.00	
52400		c. Travel - Mileage to Project Site	S & B	SPECIAL			80	Trips =	2									\$86.40	
		d. Travel to CCRMA Prebid Meeting- Mileage	S & B	SPECIAL			120	Trips =	2									\$129.60	
		Sub Total (F.C. 160)																	\$316.00
		NON LABOR TOTAL																	\$316.00
		BASIC SERVICE TOTAL																\$	14,999.84
		PROJECT TOTAL																	\$110,470.36

DATE: 2/25/2022

Mr. Phillip Pawelek, PE
S&B Infrastructure, Ltd.
5408 North 10th Street
McAllen, Texas 78504

Fee for Los Indios Export DOCK based on Technical Requirements provided by CBP

Fee for \$1,121,156.41 construction cost - \$89,700.00.

Fee for CA- \$13,455.00

Fee for Design -\$76,245.00

Original fee \$26,200.00

Supplement = \$89,700.00 - \$26,200.00 = \$63,500.00



Project: 18-0027-000 Los Indios Expor

Date: Sun 2/27/22

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Progress

Deadline

Page 1

**3-M CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK
AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 12 WITH
S&B INFRASTRUCTURE FOR THE OLD ALICE ROAD PROJECT.**

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 12**

This Supplemental Work Authorization No. 1 is made as of this 17th day of March, 2022, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("**Authority**") and S&B Infrastructure, Ltd. ("**GEC**").

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: ***Consultant will provide engineering services required for the preparation of plans, specifications and estimates (PS&E) for the Olmito Water Lines and Sanitary Sewer Lines in conflict with the proposed construction for Old Alice Road. These utility lines will be let as a joint package with the Roadway Construction Plans.***

Section A. - Scope of Services

GEC shall perform the Services as listed in Exhibit B and as requested by the Authority.

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the schedule as shown in **Exhibit C** attached. Work Authorization Complete date has been extended from May 11, 2022, to February 14, 2024.

Section C. – Compensation –

Paragraph C.1 is hereby amended to increase the overall maximum amount from \$689,827.45 to \$810,203.93, an increase of \$120,376.48 based on the attached fee estimate shown on **Exhibit D**. Compensation shall be in accordance with the Agreement.

C.1. The **Authority** shall pay the **GEC** under the following acceptable payment method -- Lump Sum Payment Method.

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

Section D. - Authority's Responsibilities -- No Change

The **Authority** shall perform and/or provide the services as stated in Exhibit A in a timely manner so as not to delay the Services of the **GEC**.


Section E. - Other Provisions – No Change

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

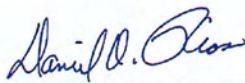
-SIGNATURES ON NEXT PAGE-

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

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: 
Name: Frank Parker, Jr., Chairman
Date: March 17, 2022

S&B INFRASTRUCTURE, LTD.

By: 
Name: Daniel O. Rios, PE, President
Date: March 25, 2022

LIST OF EXHIBITS

- Exhibit B – Scope of Work
- Exhibit C – Work Schedule
- Exhibit D – Cost Proposal

EXHIBIT B

Scope of Work

County: Cameron

Project: Advance Project Development (APD)/PS&E - Old Alice Road
Services – Project Understanding and Goals

P.S. & E. Development

Deliverables to include:

Complete P.S. & E. Package with Joint Utility Package to be let as one proposal package

DESIGN CRITERIA

1. The **Engineer** will develop all design criteria to be submitted to **AUTHORITY** for approval. Pre-Design Meeting – Prior to the start of development of the plans by the **Engineer**, a pre-design meeting will be held to review/discuss design criteria. Details and decisions of the meeting will be recorded and provided to the **AUTHORITY/State** for review and approval.
2. The **Engineer** will finalize preliminary construction cost estimate. This estimate will be periodically reviewed and updated, as required.

RIGHT-OF-WAY DATA (FC 130)

Utility Coordination

For this task, the **Engineer** shall utilize the inventories and layouts previously developed to prepare final construction documents for the below utilities. The plans shall consist of all details and specifications needed for the Contractor to perform said work and meet the Olmito Water supply guidelines. The Engineer shall coordinate with Olmito water supply and attend two meetings. Specific utility lines to be included by the **Engineer** are as shown in the below tables:

WASTEWATER SYSTEM		
RELOCATE EXISTING 12-INCH FORCE MAIN (STA 45+00 ± TO STA 77+00 ±)	LF	3,200
RELOCATE EXISTING 12-INCH FORCE MAIN (STA 80+00 ± TO STA 167+00 ±)	LF	8,700
NEW ENCASED 6-INCH FORCE MAIN ROAD CROSSING, INCLUDING 12-INCH CASING (STA 62+50±)	LF	120
NEW 12-INCH FORCE MAIN DITCH AERIAL CROSSING (STA 85+00±)	LF	80
NEW 12-INCH FORCE MAIN DITCH AERIAL CROSSING (STA 113+00±)	LF	80
NEW 12-INCH FORCE MAIN DITCH AERIAL CROSSING (STA 140+00±)	LF	80
NEW 12-INCH FORCE MAIN DITCH AERIAL CROSSING (STA 167+00±)	LF	100
NEW 6-INCH FORCE MAIN ROAD CROSSING, INCLUDING 12- INCH STEEL CASING (STA 177+00±) (LEMON DRIVE)	LF	120
NEW 6-INCH FORCE MAIN ROAD CROSSING, INCLUDING 12- INCH STEEL CASING (STA 217+00±) (PAPAYA DRIVE)	LF	120
NEW 6-INCH FORCE MAIN ROAD CROSSING, INCLUDING 12- INCH STEEL CASING (STA 235+00±) (MELON DRIVE)	LF	120
RELOCATE EXISTING 8-INCH FORCE MAIN (STA 215+00 ± TO STA 267+00 ±)	LF	5,200

WATER SYSTEM		
NEW ENCASED 10-INCH WATERLINE ROAD CROSSING, INCLUDING 20-INCH STEEL CASING (STA 45+00±)	LF	120
NEW ENCASED 12-INCH WATERLINE ROAD CROSSING, INCLUDING 24-INCH STEEL CASING (STA 75+00±)	LF	120
NEW ENCASED 12-INCH WATERLINE ROAD CROSSING, INCLUDING 24-INCH STEEL CASING (STA 81+00±)	LF	120
NEW 10-INCH WATERLINE DITCH CROSSING, INCLUDING 20-INCH STEEL CASING (STA 85+00±)	LF	80
NEW ENCASED 10-INCH WATERLINE CROSSING, INCLUDING 20-INCH STEEL CASING (STA 126+00±) ABRIGO ROAD	LF	120
NEW ENCASED 6-INCH WATERLINE ROAD CROSSING, INCLUDING 12-INCH STEEL CASING (STA 173+00±)	LF	120
NEW ENCASED 8-INCH WATERLINE ROAD CROSSING, INCLUDING 16-INCH STEEL CASING (STA 217+00±) (PAPAYA DRIVE)	LF	120
NEW ENCASED 8-INCH WATERLINE ROAD CROSSING, INCLUDING 16-INCH STEEL CASING (STA 270+00±) (HWY 100)	LF	200

MISCELLANEOUS ROADWAY (FC 163)

Traffic Control Plan

1. The **Engineer** will modify project sequencing and traffic control plan sheets if required for the installation of the above listed utilitises.

Miscellaneous

1. The **Engineer** will prepare any miscellaneous details utilities for construction / design clarification.
2. If modified standards are required, the **Engineer** shall seal the modified sheets. The **Engineer** shall be responsible for plotting all standards.
3. The **Engineer** will prepare miscellaneous supporting documents.
4. The **Engineer** will incorporate the utilities into the contract proposal/upfront bidding documents. However, since the will be from a different funding category payment for the utilizes will be separated.

Function Code 164 – PROJECT MANAGEMENT

- A. The **Engineer** will continue to coordinate with **AUTHORITY** staff, local municipal agencies and utility companies.
- B. Professional engineers' seals shall conform to the guidelines and regulations adopted by the Texas Board of Professional Engineers.

Electronic Copies: The **Engineer** shall furnish the **Authority** with three (3) CDs or DVDs of the final plans in the format of current CADD system used by the State, .pdf format, and in the State's File Management System (FMS) format.

Each CD/DVD shall be labeled and include the following:

- CSJ
- County
- Highway
- Date of the CD Burn
- INTERIM (in 1" letters) Note: As-built shall specify FINAL
- Volume sequence (ie. Disk 1 of 3)

The **Engineer** shall also provide separate CD or DVD containing cross section information (in dgn, XLR, & ASCII formats) for the State contractor to use.

EXHIBIT C

Schedule of Work

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

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

NOTICE TO PROCEED -- Upon Execution

See attached work schedule.

Work Order Complete: February 14, 2024

PROJECT: Old Alice Rd APD & PS&E
 CLIENT: CCRMA
 CONTRACT: GEC Contract
 CSJ:
 COUNTY: Cameron
 S & B JOB NO.: U2716.112 SWA1 to WA12

02/27/22

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	Project Manager	MAN-HOURS					Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (II)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS
	130	RIGHT-OF-WAY DATA																		
		Utility Layouts and Construction Documents	S & B	SPECIAL	4	2	40					40		200	480			766	\$105,709.98	
		Participation in two Utility meetings with Olmito Water Supply	S & B	SPECIAL	8									16		8		32	\$5,715.68	
		Sub Total (130 - RIGHT-OF-WAY DATA)			12	2	40	0	40	0	0	40	0	216	480	8	0	798		\$111,425.66
	163	MISCELLANEOUS ROADWAY																		
	2	Traffic Control Plan	S & B	BASIC	2									8		8		18	\$2,707.84	
		Compute and Tabulate Quantities for Revised Limits	S & B	BASIC	1									4		4		9	\$1,353.92	
		Specifications	S & B	BASIC										2		1		3	\$439.46	
		Sub Total (163 - MISCELLANEOUS ROADWAY)			3	0	0	0	0	0	0	0	0	14	0	13	0	30		\$4,501.22
	164	GENERAL COORDINATION for Bid Packaging and Letting																		
	a	Project Manager (Proj Coord)(2 HRS/WK)	S & B	BASIC	8													8	\$2,200.00	
	f	Project Secretary/CLERICAL (2 hrs/week)	S & B	BASIC														8	\$520.00	
		Sub Total (164 - GENERAL COORDINATION for Bid Packaging and Letting)			8	0	0	0	0	0	0	0	0	0	0	0	8	16		\$2,720.00
		Sub Total (102 - 170)			23	2	40	0	40	0	0	40	0	230	480	21	8	844		\$118,645.88
		LABOR TOTALS																		\$118,645.88
		Total Hours	MULTIPLIER		23	2	40	0	40	0	0	40	0	230	480	21	8	844		
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		275.00	214.99	150.87	245.16	224.98	207.44	189.73	115.00	100.00	100.00	100.00	100.00	65.00			
		BASE RATES: (\$/MAN-HOUR)			72.91	57.00	40.00	65.00	59.66	55.00	45.00	30.49	26.51				17.23			
	160	NON LABOR																		
	c	Travel - Mileage During Plan Development	S & B	SPECIAL															\$129.60	
	e	Travel to Project Site Survey Crew Per Diem	S & B	SPECIAL															\$1,600.00	
		Sub Total (F.C. 160)																		\$1,729.60
		NON LABOR TOTAL																		
		BASIC SERVICE TOTAL																	\$1,729.60	
		SPECIAL SERVICE TOTAL																	\$ 7,221.22	
		PROJECT TOTAL																	\$ 113,155.26	\$120,376.48

**3-N CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 26
WITH S&B INFRASTRUCTURE FOR THE SOUTH PADRE ISLAND 2ND
ACCESS PROJECT.**

WORK AUTHORIZATION NO. 26

This Work Authorization is made as of this 17th day of March, 2022, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority (the "Authority") and S&B Infrastructure, Ltd. (the "GEC").

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: *Professional services including the development of the South Padre Island 2nd Access APD Update, Cameron County, Texas.*

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

GEC shall perform the Services as listed in Exhibit B and as requested by the Authority.

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule as shown on Exhibit C.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the Engineer the amount not to exceed \$3,798,887.17, based on the attached fee estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.

C.2. The Authority shall pay the GEC under the following acceptable payment method – Lump Sum Payment Method.

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 services as stated in Exhibit A in a timely manner so as not to delay the Services of the Engineer.

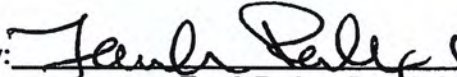
Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization: None.

-SIGNATURES ON NEXT PAGE-

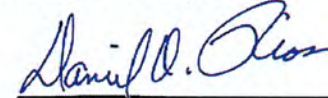
Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: 
Frank Parker, Jr., Chairman

Date: March 17, 2022

S&B INFRASTRUCTURE, LTD.

By: 
Daniel O. Rios, PE, President

Date: March 25, 2022

LIST OF EXHIBITS

- Exhibit A - Authority's Responsibilities
- Exhibit B - Services to be Provided by Engineer
- Exhibit C - Work Schedule
- Exhibit D - Cost Proposal

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 **GEC** the following:

- (1) Payment for work performed by the **GEC** and accepted by **Authority** in accordance with this Agreement.
- (2) Assistance to the **GEC**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **GEC** cannot easily obtain.
- (3) Provide timely review and decisions in response to the **GEC's** request for information and/or required submittals and deliverables, in order for the **GEC** to maintain an agreed-upon work schedule.
- (4) Survey already performed for the **Authority** under different work Order.
- (5) Any permits for subject property. The **GEC** shall identify all necessary permits from governmental authorities which will be needed to construct the Project. The **Authority** shall apply for all necessary permits. The authority shall pay all other applicable permit fees. The **GEC** shall assist in obtaining said permits or approvals.
- (6) The **Authority** will advertise for any public involvement activities and provide the facilities and sound system.

EXHIBIT B

Services to be Provided by the GEC

GENERAL DESCRIPTION

For this Work Authorization, the GEC shall provide engineering services required for the continuance of the Advanced Project Development (APD) South Padre Island 2nd Access project from SH 100 @ Buena Vista Drive to Park Road 100, on South Padre Island, in Cameron County, Texas. The GEC shall continue the engineering and environmental task necessary to advance the 2017 Final Environmental Impact Statement (FEIS), previously prepared by others. A Supplemental draft Environmental Impact Statement (DEIS) and FEIS shall be completed in accordance with the National Environmental Policy Act (NEPA, 40 BFR 1500-1508, and other applicable federal and state regulations and guidance). Tasks will be completed through receipt of a Record of Decision (ROD).

GENERAL REQUIREMENTS

1.1.Design Criteria. The GEC shall prepare all work in accordance with the latest version of applicable State's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications, which include: the *PS&E Preparation Manual*, *Roadway Design Manual*, *Hydraulic Design Manual*, the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD), *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (latest Edition)*, and other State approved manuals. When design criteria are not identified in State manuals, the GEC shall notify the Authority and refer to the American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Street*, (latest Edition).

1.2.Right-of-Entry and Coordination. The GEC shall notify the Authority and secure permission to enter private property to perform any surveying, environmental, engineering, or geotechnical activities needed within the general area of the proposed project or proposed project right-of-way (ROW). A draft copy of the ROE letter shall be provided to the Authority for approval prior to any mailings; the ROE letter, forms and attachments shall follow TxDOT guidance. Property owner names shall be obtained from the Cameron County Appraisal District website. Research for individual property owner parcel, deed or easement information will not be conducted at the Cameron County Appraisal District office. Per the private property owner's written request, the GEC shall contact the property owner in advance of field investigations; property owners may elect to be present while the GEC, or the GEC's subconsultants, are present on the owner's property. In pursuance of the Authority's policy with the general public, the GEC shall not commit acts which would result in damages to private property, and the GEC shall make every effort to comply with the wishes and address the concerns of affected private property owners. Private property will not be accessed without a written/signed right of entry authorization from the landowner.

1.3.Progress Reporting and Invoicing. The GEC shall submit each invoice in a format acceptable to the Authority. The GEC shall submit a monthly written progress report to the Authority. The GEC's written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered, and actions taken to remedy them; list of meetings attended; and overall status, including a percent complete by task.

The GEC shall prepare a design time schedule using Primavera or a similar software. The schedule (submitted electronically only) shall indicate tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format that depicts the interdependence of the various items. The schedule

shall allocate the necessary time for one or more stage reviews of the design schematic and the environmental documents by the Authority as well as state and federal regulatory/resource agencies.

1.4. Traffic Control. The GEC shall provide all planning, labor, and equipment to develop and to execute each Traffic Control Plan (TCP) needed by the GEC to perform services under each work authorization. The GEC shall comply with the requirements of the most recent edition of the TMUTCD. The GEC shall submit a copy of each TCP to the Authority for approval prior to commencing any work on any State roadway. The GEC shall provide all signs, flags, and safety equipment needed to execute the approved TCP. The GEC shall notify the Authority in writing at least seventy-two (72) hours in advance of executing each TCP requiring a lane closure and shall have received written concurrence from the Authority prior to beginning the lane closure. The GEC's field crew shall possess a copy of the approved TCP on the job site at all times and shall make the TCP available to the Authority for inspection upon request. The GEC shall assign charges for any required traffic control to the applicable function code.

1.5. Quality Assurance (QA) and Quality Control (QC). The GEC shall conduct a peer review of all documents and deliverables at all levels. For each deliverable, the GEC shall document the internal review and mark-up of that deliverable as preparation for submittal. A milestone submittal is not considered complete unless the required milestone documents and associated internal mark-ups are submitted. If requested by the Authority's Project Manager, the GEC shall submit the GEC's internal mark-up (e.g., red-lines, comments) developed as part the GEC's quality control step. When internal mark-ups are requested by the Authority in advance, the Authority may reject the actual deliverable if the GEC fails to provide sufficient evidence of quality control. The GEC shall clearly label each document submitted for quality assurance as an internal mark-up document.

TASK DESCRIPTIONS AND FUNCTION CODES

LEGACY FUNCTION CODE 110 – ROUTE AND DESIGN STUDIES (NEW FUNCTION CODE 102 FEASIBILITY STUDIES)

110.01. Data Collection and Field Reconnaissance. The GEC shall collect, review, and evaluate data described below. The GEC shall notify the Authority in writing whenever the GEC finds disagreement with the information or documents:

1. Data, if available, from the Authority and State, including "as-built plans", existing schematics, right-of-way maps, Subsurface Utility Engineering (SUE) mapping, existing cross sections, existing planimetric mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, Bridge Inspection records, Project Management Information system (PMIS) data, identified endangered species, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings.
2. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.
3. Flood plain information and studies from the Federal Emergency Management Agency (FEMA), the United States Army Corps of Engineers (USACE), local municipalities, and other governmental agencies.
4. Conduct field reconnaissance and collect data including a photographic record of notable existing features.

110.02. Design Criteria. The GEC shall develop the roadway design criteria based on the controlling factors specified by the Authority (i.e., 4R, 3R, 2R, or special facilities), by use of the funding categories, design speed, functional classification, roadway class and any other set criteria as set forth in *PS&E Preparation Manual*, *Roadway Design Manual*, *Bridge Design Manual*,

Hydraulic Design Manual, AASHTO Policy on Geometric Design of Highways and other deemed necessary State approved manuals. In addition, the GEC shall prepare the Design Summary Report (DSR) and submit it electronically. The GEC shall obtain written concurrence from the Authority prior to proceeding with a design if any questions arise during the design process regarding the applicability of State's design criteria.

110.03. Preliminary Cost Estimates. The GEC shall develop a preliminary cost estimate using the Average Low Bid Unit Price. The GEC shall estimate the total project cost including preliminary engineering, final engineering, right-of-way (ROW) acquisition, environmental compliance and mitigation, construction, utility relocation, and construction engineering and inspection (CEI). The estimation of escalation costs throughout the life of the project would be evaluated when appropriate.

110.04. Design Concept Conference. In accordance with the Authority's Project Development Process Manual, the GEC, in cooperation with the Authority, shall plan, attend, and document the Design Concept Conference (DCC) to be held prior to the 30 percent milestone submittal. In preparation for the DCC, the GEC shall complete a State's Design Summary Report to serve as a checklist for the minimum required design considerations. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on:

1. Roadway and drainage design parameters
2. Engineering and environmental constraints
3. Project development schedule
4. Other issues as identified by the State
5. Identify any Design Exceptions and Waivers

110.05. Refine Schematic The GEC shall review the schematic provided by the Authority to confirm their understanding of the project and update the schematic according to the VE study recommendations accepted by the Authority. The schematic will be verified for completeness and accuracy of the information. The GEC shall refine the horizontal and vertical alignment of the design schematic in English units for main lanes, ramps, direct connectors, frontage roads, cross streets, including grade separation structures. The GEC shall determine vertical clearances at grade separations, wildlife crossings, Intracoastal waterway, and overpasses, taking into account the appropriate percent grade and super-elevation rate. The horizontal alignment may need to be modified based on the USFW impacts. Modifications must be coordinated with the Authority.

Subtask 110.05.01 – Typical Sections

The GEC will utilize the 8 typical sections of the bridge configurations at a proportional scale for incorporation into the layout document. Typical section will include the following design elements:

- | | |
|---------------------------------------|---|
| A. Centerline alignment | I. Shoulder width |
| B. Profile grade line | J. Lane widths |
| C. ROW width (existing and proposed) | K. Clear zones |
| D. Limits of bridge | L. Pavement cross slope |
| E. Concrete traffic barrier railing | M. Traffic directional arrows |
| F. Illumination | N. Turn lanes |
| G. Median width (separation distance) | O. Superelevation, limits, stationing, and rate |

- | | |
|---|---|
| H. Typical section description, including stationing and location (median openings) | P. Structure clearances, including horizontal and vertical clearances |
|---|---|

Subtask 110.05.02 – Plan View Preparation

The GEC will develop a plan view of the VE options on the base map to indicate general geometric features and location requirements of the project.

Plan View:

1. Beginning and ending project limits with stationing.
2. Alignment stationing.
3. Point of Intersection (PI) number and stations.
4. Curve data, including PI number, PI station, delta, tangent, length, radius, Point of Curvature (PC) and Point of Tangency (PT) stations.
5. Equations (if applicable), back station and forward station.
6. Superelevation type, transition length and beginning and ending station.
7. Pavement edges for all improvements (main lanes, frontage roads, ramps, and cross streets).
8. Lane and pavement width dimensions
9. Typical section location symbols.
10. Identify future ROW requirements adequate for future preparation of ROW maps.
11. Existing and proposed ROW, including ROW dimensions, access denial (control of access), tract lines, railroad ROW limits, city limits, section line and corners, subdivisions, and easements.
12. Direction of traffic flow on all roadways, lane lines and/or arrows indicating the number of lanes will be shown.
13. Median lines (raised, painted and transitions), median widths and openings.
14. Roadway names and highway designations, railroad name, cross street names and locations, designated signalized intersections, acceleration, and deceleration lanes, climbing lanes and transitions.
15. Bridge and structure locations, including spans, bents, abutments, and bridge type.

Subtask 110.05.03 – Profile View Preparation

The GEC will update the profile view based on the elevation required by the Environmental Shading Constraint. No other major profile changes are anticipated.

- 110.06. Traffic Modeling/Data.** The GEC will utilize existing traffic data and modeling performed on project since the project is on new location. The GEC will perform a planning LOS for facility sizing only.
- 110.07. Schematic Deliverables.** The GEC will submit the schematic in .pdf format with supporting documentation as stated on the Schematic checklist. Supporting documentation to include the DSR, Traffic report done under previous work order, Hydrology & Hydraulics report done under previous work order and Construction Estimate.

FUNCTION CODE 120 – SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES & PUBLIC INVOLVEMENT

This project's DEIS was published in June 2012 and a Public Hearing was subsequently held. The Final EIS was drafted prior to the results of the Value Engineering (VE) study in 2016, and the results of the independent review of the seagrass mitigation plan. A supplemental DEIS will be necessary to account for the VE study's design changes, potential land use changes since 2016, and regulatory changes over the

time delay in the project as more than 3 years have passed since the draft FEIS was reviewed by TxDOT and FHWA. Additional alternative alignments may be evaluated at this time as well as alternatives previously reviewed but not advanced as the recommended preferred alternative.

120.01. ENVIRONMENTAL PROJECT MANAGEMENT

The following items will be implemented throughout the duration of the project.

- Progress Meetings – The GEC shall meet with the Authority monthly to review the progress of the work authorization tasks. At the discretion of the Authority, some Progress Meetings may be held on an as needed basis rather than monthly depending on the status of the on-going project tasks. A maximum of 40 Progress Meetings would be held throughout the life of the project. Progress Meetings would be attended in-person or through an on-line platform such as WebEx or Teams. Half (20) of the 40 meetings would be attended in-person and half (20) of the meetings would be attended using an on-line platform.
- Progress Meeting Minutes and Action Items – The GEC shall prepare Meeting Minutes for each Progress Meeting and provide a copy to the Authority. The Action Items identified in the Meeting Minutes would be tracked to measure progress and/or completion of each Action Item. Progress on each Action Item would be presented at the next monthly Progress Meeting.
- Resource Agency Meeting and Coordination – The GEC shall prepare written correspondence/letters, forms, exhibits, etc., used to solicit information or collect data for the project. The Authority shall approve all written materials prior to use, mailing or other distribution or dissemination of information. Agency coordination would include meetings (live or via Teams, Zoom, etc.) with TxDOT, FHWA, US Army Corps of Engineers (USACE), US Fish and Wildlife Service (USFWS), Texas Parks and Wildlife Department (TPWD), Texas Historical Commission (THC), National Marine Fisheries Service (NMFS), Federal Emergency Management Agency (FEMA) and other related federal and state regulatory/resource agencies. Early coordination letters would be submitted to agencies to provide comments associated with any proposed project changes since the existing FEIS was completed. The GEC shall participate in up to 10 agency meetings (5 in-person meetings and 5 meetings via WebEx, Zoom, etc.) with agencies that were previous and actively involved in the proposed project. The GEC shall prepare minutes for each agency meeting for distribution to the Authority and others as deemed appropriate by the Authority. Additionally, coordination may be required with Cameron County, the Cities of South Padre Island, Port Isabel and Brownsville as well as the Towns of Laguna Vista and Bayview. The Port of Brownsville, Cameron County Irrigation District No. 1, Cameron County Drainage District No. 1, and the Laguna Madre Water District may additionally require contact or coordination to fulfill project-related needs. The Authority shall receive copies of all correspondence (outgoing and incoming) which transpired within each calendar month as well as an on-going log of all correspondence sent/received by the GEC.
- Resource Agency Meeting Minutes and Action Items – The GEC shall prepare Meeting Minutes for each Resource Agency Meeting and provide a copy to the Authority and the meeting participants as deemed appropriate by the Authority. The Action Items identified in the Meeting Minutes would be tracked to measure progress and/or completion of each Action Item.
- Subconsultant Coordination – The GEC shall additionally coordinate with subconsultants and prepare for and attend meetings (live or via Teams, Zoom, etc.) for the project.
- **120.01. Deliverables:** Meeting Minutes/Action Items from monthly Progress Meetings or Resource Agency Meetings, Authority written correspondence or other materials/documentation. All

coordination and documentation would be incorporated into the Supplemental DEIS and FEIS, as appropriate.

120.02 ALTERNATIVES ANALYSIS

The GEC shall review the Alternatives Analysis previously included in the 2017 FEIS, the decisions for removing or advancing alternatives, and the decisions surrounding the recommendation of the preferred alternative. As design considerations have changed since the 2017 FEIS was published, revised or new alternative alignments may be reviewed as part of the Supplemental DEIS development. Alternatives previously eliminated from consideration may be reviewed, evaluated and/or advanced for further analysis. New potential alternatives also may be investigated. Should the current preferred alternative change as a result of further analyses, the new recommended preferred alternative would be identified and advanced in the FEIS.

For project consistency, the previously utilized alternatives development process (Phase I, II, III, IV, V, VI) would be continued. Phases are defined as follows:

- Phase I Identify universe of alternatives
- Phase II Narrow universe of alternatives to a field of preliminary alternatives
- Phase III Screen preliminary alternatives and identify reasonable alternatives
- Phase IV Modal evaluations
- Phase V Refine reasonable alternative to avoid or minimize impacts
- Phase VI Identify the preferred alternative

The range of alternatives and the six phases shall be revisited to review specific alternatives and develop a smaller study area and/or a smaller universe of alternatives which may be narrowed, screened, and assessed for impacts to the human and natural environment. New potential alternatives shall be screened to the same level of assessment as the previously reviewed alternatives. The Authority shall provide input into the development of the alternatives presented in the Supplement DEIS. Public involvement activities/input and input from the Authority, TxDOT and other stakeholders shall be reflected in the advancement of the preferred alternative in the FEIS.

- **120.02 Deliverables:** Alternatives Analysis Screening Matrix. Matrix information would be incorporated into the Supplemental DEIS, as appropriate.

120.03 SUPPLEMENTAL DRAFT ENVIRONMENTAL IMPACT STATEMENT & FINAL ENVIRONMENTAL IMPACT STATEMENT

The GEC shall prepare the Supplemental DEIS and FEIS in accordance the National Environmental Policy Act (NEPA, 40 CFR 1500-1508) and other applicable federal and state regulations and TxDOT Environmental Compliance Toolkit guidance. The GEC shall coordinate with the Authority and other federal and state agencies (cooperating and participating agencies) through the advancement of the Supplemental DEIS, the FEIS, and receipt of a Record of Decision (ROD).

The GEC shall update the 2017 FEIS, and associated technical reports, as needed in the preparation of the Supplemental DEIS. The existing text in the 2017 FEIS and technical reports may be retained, amended, or may require more extensive revisions or replacement. Re-work of the existing FEIS document and technical reports will be avoided to the extent practicable.

The GEC shall collect and review new data as applicable to the preparation of the Supplemental DEIS and

subsequent advancement of the FEIS, including an assessment of impacts and mitigation for the recommended preferred alternative. New potential alternative alignments identified for the proposed project, following completion of the 2017 FEIS, shall be analyzed as appropriate. Alternatives previously reviewed but which were not advanced as the preferred alternative shall be reviewed or re-assessed, if needed. Additionally, the GEC shall identify any environmental considerations which may aid in the decision-making process related to bridge/roadway alternative designs. The GEC shall conduct initial field reconnaissance investigations for the revised design options and compile environmental constraints and associated mapping information for the revised alternative alignments and alternative engineering designs, as appropriate. Collected data, field investigations, data analyses, computer modeling and technical report results would be incorporated into the updated Supplemental DEIS. Collected data would also be used in decision-making considerations for the proposed project alternatives to be advanced.

As part of the NEPA process, the No Build alternative shall be evaluated for each environmental topic covered in the Supplemental DEIS. The GEC shall utilize the environmental information compiled during the preparation of the Supplemental DEIS phase of the project to subsequently complete the comparison of the recommended preferred alternative and the No Build alternative in the FEIS. Project impacts to the human and natural environment which cannot be avoided or minimized would require mitigation. Proposed project impacts and resulting mitigation requirements for the recommended preferred alternative would be detailed in the FEIS.

A project study area would be defined. The subtask sections on the following pages are listed in the order presented in the 2017 FEIS. Subtasks which require a technical report or project deliverable in addition to the Supplemental DEIS and/or FEIS shall be identified. The GEC shall evaluate each of the following components for impacts, if any, for the preferred alternative and the No Build alternative in the FEIS. All environmental documentation shall utilize the TxDOT Environmental Compliance Toolkit guidance.

Unless otherwise noted, the GEC shall provide electronic copies of the technical reports and other deliverables for the simultaneous review by the Authority and/or the TxDOT-Pharr District. The GEC shall respond to two (2) rounds of comments from the Authority and the TxDOT-Pharr District and one (1) round of comments from the TxDOT Environmental Affairs Division (ENV) on each document. All submittals to the Authority, TxDOT-Pharr District, TxDOT ENV, and regulatory agencies shall be electronic. The GEC shall accommodate four (4) rounds of comments from the Authority and TxDOT-Pharr District and three (3) rounds of comments from TxDOT ENV on the Supplemental DEIS and the FEIS. The GEC shall provide electronic copies of the Supplemental DEIS and FEIS to the Authority, TxDOT-Pharr District, and TxDOT ENV. The Supplemental DEIS and FEIS are anticipated to be presented in five (5) volumes. The ROD shall be presented with the FEIS.

- Volume I FEIS Text
 - Volume II Exhibits
 - Volume III Appendices
 - Volume IV Appendices
 - Volume V Technical Reports
-
- **120.03 Deliverables:** Draft/Final Supplemental DEIS document, Draft/Final FEIS, multiple comment/response matrices for Authority/TxDOT and regulatory agency comments.

Subtask 120.03.01. – Land Use

The GEC shall assess the existing and proposed land uses/developments, types of land (i.e., residential, commercial, parkland), compatibility with local policies, etc., within the study area. The land uses which

may be impacted by the proposed project, specifically as a result of the recommended preferred alternative, would be further evaluated. The GEC shall conduct a desk-based analysis and draft maps associated with land use, zoning, and other affected area resources. Information collected during the desk-based analysis will be verified during field investigations as required.

TxDOT Environmental Compliance Toolkit guidance shall be implemented for Section 4(f), Section 6(f), and Chapter 26 activities. The GEC shall evaluate potential new alternative ROW areas for Section 4(f)/Section 6(f) and/or Chapter 26 applicability, if needed. The GEC shall identify Section 4(f) properties (US Department of Transportation Act of 1966 properties—parkland, recreational area, wildlife refuges, historic properties, etc.) in accordance with 23 CFR 771.135 (49 USC 303) and evaluate Section 4(f) property impacts for the recommended preferred alternative in the FEIS. Similarly, the GEC shall identify Parks and Wildlife Code, Chapter 26 compliance for any impacts associated with the recommended preferred alternative. The GEC shall identify Section 6(f) properties for parkland acquired or developed and funded through the Land and Water Conservation Fund of 1965 (USC 4601-4 to 4601-11) should such lands be impacted by the recommended preferred alternative.

- **120.03.01. Deliverables:** Incorporate an analysis of Land Use in the Supplemental DEIS and FEIS as appropriate, Section 4(f), Section 6(f) and/or Chapter 26 documentation per TxDOT guidance, Parks and Wildlife Code, Chapter 26 Compliance Form.

Subtask 120.03.02. – Social and Economic Conditions

- **120.03.02.01. Social Conditions**

The GEC shall conduct a desk-based analysis and field investigation of the study area regarding population and demographics data, employment characteristics and income, community cohesion, potential displacements/relocations, environmental justice, disadvantaged populations, limited English proficiency, etc. Information shall be gathered from the US Census Bureau 2020 decennial census and other sources such as aerial photographs, windshield surveys, etc. The analysis shall be conducted at the census tract, block, or block group level, as available from the 2020 census data. Evaluations based on Executive Order (EO) 13166 and EO 12898 shall be conducted.

- **120.03.02.02. Economic Analysis Report**

The GEC, through subconsultant TXP, Inc., shall evaluate/update the previous work prepared for the 2017 FEIS with respect to Cameron County economic data. The GEC (subconsultant) shall revise the economics and/or demographics research associated with the proposed project based on updates to the proposed alternative designs/schematic.

The economic analysis shall focus on four components:

1. Cameron County Baseline Assessment

- A) Compile economic, demographic, economic base, and land use information for South Padre Island, Cameron County and its municipal jurisdictions, including city-level data when possible (not all datasets are published for cities). Depending on the dataset, 10 to 20 years of historical data will be collected. Examples of data sources include the US Census Bureau, US Bureau of Labor Statistics, US Bureau of Economic Analysis, Texas Comptroller of Public Accounts, Texas Workforce Commission, Office of the Governor – Economic Development and Tourism, Cameron Appraisal District, and the Texas State Data Center, and individual city planning/zoning departments.
- B) Review third-party forecasts of relevant variables such as population and employment to aid in refining the Baseline Forecast. Examples of data sources include Texas State Data Center, Texas Comptroller of Public Account, Texas Workforce Commission, Texas Water

- Development Board, and local government agencies (city planning departments), along with academic and private sector sources.
- C) Determine how growth in surrounding counties and new catalytic projects within Cameron County will influence development patterns.
- D) Establish a 20-year baseline forecast of key economic and demographic variables (population, economic activity and employment by major sector, personal income, etc.) for Cameron County and the areas around the proposed project and the Outer Parkway.
- 2. Stake Holder Input
 - A) Hold meetings with local municipality representatives such as city managers, planning and zoning staff, economic development officials and port representatives to understand current development patterns, long-term constraints, and economic development target industries.
 - B) Interview Cameron County real estate developers and business leaders to discuss the future of the region, upcoming large projects and expansions plans. This task will provide input to the economic impact analysis related to new developments in the region.
- 3. Economic/Tax Impacts of the Proposed Project and Related Development
 - A) Obtain the most recent appraisal information and Geographic Information System (GIS) shapefiles from the Cameron Appraisal District to identify land use patterns and net taxable values. This information will be used to determine how the proposed project impacts surrounding land uses.
 - B) Perform an economic impact analysis related to new economic activity resulting from the proposed project. The purpose of this part of the analysis is to translate the potential economic effects into their regional consequences.
 - C) Once the economic impact of each project has been estimated, a tax revenue impact model shall be created to analyze the tax impact of direct economic activity. In addition, the indirect and induced tax revenues that occur throughout Cameron County shall be calculated as well as a collection of data on tax rates and tax base for all relevant jurisdictions.
 - D) Identify and evaluate the benefits and costs related to the proposed project and Outer Parkway.
- 4. Traffic and Revenue Analysis Support, Census Tract Population, and Employment Forecast
 - A) Provide analytical support and general consulting related to the Authority's traffic modeling efforts for the transportation projects.
 - B) Update the model used in the previous analysis to account for the new census tract boundaries created as part of the 2020 Census.
 - C) Determine the land use patterns within each census tract using the most recent data available from the Cameron Appraisal District.
 - D) Distribute future population and employment growth to the census tracts.
 - E) Create low, medium, and high distribution scenarios based on which transportation projects are built.
- **120.03.02. Deliverables:** Incorporate an analysis of Social and Economic Conditions in the Supplemental DEIS and FEIS as appropriate, plus the preparation of an Economic Analysis Report/Forecast as supporting documentation.

Subtask 120.03.03. – Traffic Noise Conditions

The GEC shall update the Traffic Noise Analysis (using the Traffic Noise Model®, version 2.5) for the recommended preferred alternative for the design year and document the results in accordance with 23 CFR 772 and the TxDOT Environmental Toolkit guidance. The traffic noise analysis shall consist of the following elements:

- Utilize the FHWA's Traffic Noise Model® (ver. 2.5) to model existing and design year traffic noise levels,

- Existing and proposed noise shall be modelled, or field investigations to gather ambient noise measurements may be used in lieu of modeling existing conditions,
- Establish receiver locations,
- Identify impacted receivers, if any, in accordance with TxDOT's absolute and relative impact criteria,
- Evaluate noise abatement measures (if applicable) to determine if any abatement measures (e.g., noise barriers) would be feasible and reasonable. Barrier considerations would additionally assess the project design, ROW/proximity to the roadway, utilities, sight distance requirements, and cross-streets and driveways, etc., and
- Develop noise contours for undeveloped land adjacent to recommended preferred alternative.

Should noise impacts be identified, a noise workshop would be required; the noise workshop would be conducted as one of the meetings described in 120.05.02 and 120.05.06.

Additionally, the GEC shall describe relevant noise policies, local ordinance, regulations, and standards, and discuss noise levels likely to be generated by the construction and operation of the proposed project. Best Management Practices and noise abatement measures for equipment shall be evaluated for the construction phase of the proposed project.

- **120.03.03. Deliverables:** Incorporate the Traffic Noise Analysis in the Supplemental DEIS and FEIS as appropriate, Traffic Noise Analysis Technical Report, TNM files (including barrier analysis, if applicable), Noise Receiver maps.

Subtask 120.03.04. – Climate and Air Quality

- **120.03.04.01 – Climate**

The GEC shall analyze climate and atmospheric conditions in the general study area and assess any relationships with air quality in the region using TCEQ reported data, etc. The GEC shall update any statistical data (rainfall, average temp, etc.) from the National Oceanic and Atmospheric Administration (NOAA) available datasets and/or other similar databases.

The GEC shall follow the guidance provided in USACE Engineer Regulation 1100-2-8162 (June 15, 2019) to conduct a desk-based analysis regarding meteorological resources, natural disaster events, and other studies on climate change within the general study area. The analysis shall assess any risks associated with sea level rise within the region of the study area or potentially to the proposed project and/or evaluated alternatives.

- **120.03.04.02 – Air Quality**

The GEC shall conduct an air quality analysis, including Mobile Source Air Toxics (MSAT) in accordance with the TxDOT Environmental Toolkit guidance. The National Ambient Air Quality Standards for Cameron County shall be assessed. The TCEQ air quality designations shall be reviewed for the region/area of the proposed project (e.g., attainment, non-attainment, etc.). The effects of the proposed project alternatives upon air quality shall be evaluated. Additionally, the potential for fugitive dust particulate emissions during construction activities shall be addressed.

- **120.03.04. Deliverables:** Incorporate the Climate and Air Quality data in the Supplemental DEIS and FEIS as appropriate, Qualitative MSAT Analysis, Conformity forms/documentation if needed.

Subtask 120.03.05. – Geology and Soils

The GEC shall assess project alternatives for topography including surface elevations, slope, and physiographic/geological features. The Farmland Protection Policy Act and the Natural Resources Conservation Service (NRCS) require the evaluation of adverse impacts to prime and unique farmland and considerations to avoid or minimize such impacts to agricultural areas. The GEC shall conduct a desk-based analysis within the study area regarding the general setting, identified site resources, prime and unique farmlands, site location, and existing site topography and geologic features. Areas shall additionally be assessed for energy consumption, particularly during construction.

- **120.03.05. Deliverables:** Incorporate the Geology and Soils data in the Supplemental DEIS and FEIS as appropriate, complete/update NRCS Form CPA-106.

Subtask 120.03.06. – Water Resources

The GEC shall assess all Water Resources within the designated study area in the Supplemental DEIS and the recommended preferred alternative in the FEIS.

- **120.03.06.01 – Surface Water**

The GEC shall assess surface water features within the study area (i.e., irrigation canals, open water, etc.). Surface drainage and water quality of surface waters/streams would be additionally assessed as needed. Impacts to surface waters would be assessed for the recommended preferred alternative in the FEIS. The TCEQ Section 303(d) list would be reviewed to evaluate any impaired waters associated with the recommended preferred alternative.

- **120.03.06.02 – Floodplains**

EO 11988, Floodplain Management, requires federal agencies to determine whether a proposed action occurs within a floodplain. EO 11988 directs each federal agency to take action 1) to reduce the risk of losses associated with floods, 2) to minimize the impact of floods on human health and safety, and 3) to preserve the beneficial values of floodplains. The GEC shall evaluate the study area regarding Federal Emergency Management Agency (FEMA) designated/mapped areas, flood event impacts, flood control measures, encroachments of the 100-year floodplain, developed areas in or near the 100-year floodplain, local watersheds, and drainageways.

- **120.03.06.03 – Groundwater**

The GEC shall evaluate the study area regarding groundwater availability and allocation. This evaluation shall include the assessment of public drinking water systems.

- **120.03.06.04 – Wetlands and Other Waters of the US**

Section 404 of the Clean Water Act (CWA) regulates the discharge of dredged or fill material into waters of the US, including wetlands. The USACE administers the permitting program for actions under Section 404 of the CWA. The GEC shall prepare the delineation of waters of the US, including wetlands, for project areas which have changed, or which may be potentially impacted by the new or revised alternative designs or alternative alignments. Areas previously delineated would be evaluated in the field and/or re-delineated if needed. The wetland delineation of the recommended preferred alternative would be conducted in accordance with the *1987 Corps of Engineers Wetland Delineation Manual* and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region* (Version 2.0).

The GEC shall collect background data (i.e., aerial/color infrared aerial photographs, topographic data, etc.) prior to the field investigation. If right-of-entry/field access is not authorized on all proposed ROW parcels, the GEC shall utilize other available resources such as NRCS web *Soil Surveys*, aerial/infrared aerial photography, topographic maps, and NWI data, etc., to delineate wetlands

within the recommended preferred alternative or related areas. Windshield surveys or other remote sensing techniques shall be used by the GEC to validate the size, classification, and location of wetlands to the extent practicable.

The wetland delineation would consist of staking and mapping identified waters of the United States, including wetlands and other special aquatic sites, within the recommended preferred alternative. Under normal circumstances, wetlands must possess three essential characteristics: hydrophytic vegetation, wetland hydrology, and hydric soils. Indicators of these characteristics would be documented in the wetland areas, as well as in the nearby upland areas, to determine the presence (or absence) of wetland characteristics. Waters of the US located within new, revised or previously investigated ROW areas, shall be delineated in the field and recorded using Trimble® Geo7X Global Positioning System (GPS) technology consistent with the USACE Galveston District standard operating procedures for GPS use. Areas extending beyond the ROW will be noted but not delineated during the field investigation. Wetland data forms shall be completed at vegetative community changes with the project ROW as well as in areas to determine the geographical boundary of a wetland or the ordinary high-water mark of a stream/creek, or the mean high tide line of coastal wetlands.

The GEC shall conduct a field investigation of the recommended preferred alternative for freshwater wetlands, coastal/estuarine/fringe wetlands as well as other jurisdictional waters of the US such as mudflats, dune swales, marine seagrass beds and open water areas of the Laguna Madre. The GEC shall draft a waters of the US delineation report, following TxDOT Environmental Toolkit guidance, which summarizes the methods and result of the delineation activity; associated mapping (i.e., vicinity, site location, topography, aerial photograph, LiDAR, soils, floodplains, NWI, etc.), photographs, wetland data point locations, acreage summary tables, and other supporting data (e.g., antecedent precipitation data) would be provided to support the locations and acreages of the jurisdictional areas. The GEC (and subconsultant) shall coordinate with the TPWD on the seagrass survey protocol to be implemented in the field; current TPWD guidance and established protocols would be followed throughout the duration of the seagrass investigation. A seagrass survey shall be prepared as a stand-alone report.

The USACE is anticipated to verify the delineation in the field within one to three site visits. The GEC shall accompany the USACE during the verification site visit(s). The GEC shall have the ROW, or ROW centerline, clearly staked by a Registered Professional Land Surveyor prior to the USACE verification site visit. Delineation stakes or flags demarcating the wetland/water feature boundaries may need to be replaced prior to the USACE site visit depending on the time between the original delineation and the verification site visit. Any USACE requests for adjustments to the delineated boundaries shall be identified in the field and then submitted to the Authority, TxDOT and the USACE as an amendment to the waters of the US delineation report. Note that the information contained in the waters of the US delineation report and seagrass report would be utilized in one or more Section 404 permits for jurisdictional waters of the US within the recommended preferred alternative.

For the assessment of seagrasses, the recommended preferred alternative would be evaluated for potential impacts to seagrasses in the Laguna Madre. The investigation would define the limits and density of the seagrass population as well as assess issues associated with shading, turbidity, etc., for the recommended preferred alternative. The findings of such a seagrass study are intended to aid in determining seagrass mitigation requirements for the proposed project. Seagrass species known to occur in the Laguna Madre include shoal grass (*Halodule wrightii*), turtlegrass (*Thalassia testudinum*), and manatee grass (*Syringodium filiforme*).

Seagrass surveys would be conducted generally between May and August during the peak growing season. The water in the Laguna Madre may be impacted by winds/storms, tides, turbidity, and other factors which may affect water visibility. For the evaluation of seagrasses, the GEC (through subconsultant RGV Environmental Associates) shall complete a stratified sample of survey points located along a potential new proposed alternative bridge route which would cross the Laguna Madre from the mainland to the island. This investigation would allow for the determination of the extent of the existing seagrass occurrence, the current seagrass condition, and habitat characteristics that can be used to determine potential impacts from the proposed project.

The results of this environmental inventory (EI) would also provide baseline data that can be used in construction monitoring, developing mitigation planning, and post-construction biomonitoring. The purpose of the EI task is to gather initial project and field site data that shall be used to perform a Focused Investigation (FI).

The specific EI service tasks include the following:

- Conduct a review and assessment of available protocols and published literature related to the project and supporting the proposed survey methodology,
- Contact relevant agencies and professionals with knowledge pertinent to the project,
- Review of all previously available reports and existing seagrass data, and
- Conduct initial reconnaissance survey planning/coordination.

Based on the results of the EI scope above, field survey data for the existing seagrass beds would be gathered. This task includes field site collection of seagrasses as well as laboratory analysis of the samples. This data would be used to describe existing seagrass taxa and abundance in 2022.

The seagrass survey would include the following tasks consistent with current TPWD seagrass survey protocols:

- Conduct a stratified quadrant survey of points along a new alternative bridge route across the Laguna Madre (mainland to island),
- Use select field and laboratory methods of the Tier II Protocol of the Texas Statewide Seagrass Monitoring Program to gather seagrass samples: the four corners of the boat (port-stern, port-bow, starboard-bow, and starboard-stern) are used as seagrass sample locations. Measurements are taken approximately 2-4 meters from the boat by tossing a 0.25 m² quadrat into the water. Percent coverage is estimated within the 0.25 m² quadrat. The quadrat is used as a reference to visually estimate seagrass cover. Within each quadrat, five canopy height measurements are made for seagrass species present (Dunton & Jackson. 2010. Tier 2 Field Protocols, https://texasseagrass.org/doc/Seagrass_Protocols.pdf),
- Locate the quadrant survey points using a GPS unit with submeter accuracy. This includes the detection and mapping of seagrass habitat, and
- Record meteorological and environmental information on field data entry forms (e.g., cloud cover, wind speed and direction, any problems, seagrass characteristics, etc.).

As part of the seagrass investigation, a water quality survey would be conducted to determine the physicochemical water quality (water depth, temperature, pH, salinity, dissolved oxygen, total suspended solids) at each surveyed quadrant point using a multiparameter water quality meter(s) or equivalent. Calibration standards would be maintained for test equipment. Water transparency (i.e., clarity) would be determined using a Secchi disk or Secchi transparency tube. Light water penetration data using submersible data loggers would be collected along the survey transects.

The resulting seagrass analysis would involve calculating seagrass percent areal coverage and Braun-Blanquet abundance scores using data collected from field survey of quadrant squares and through

direct observation. Additional calculations include, but are not limited to, species composition and frequency of seagrass taxa (Dunton *et al.* 2009. https://texasseagrass.org/doc/Seagrass_Protocols.pdf). Use of survey results to produce a characterization of seagrass habitat and current environmental condition would be conducted. Report figures/exhibits detailing mapped seagrass habitat would be included in the report as well as raw data files.

Note that the Aquatic Resource of National Importance (ARNI) process is a Section 404 mechanism to initiate dispute resolution between the EPA (or USFWS) and the USACE. In the case of any dispute between the USACE and the EPA regarding the status of aquatic features associated with the Laguna Madre, the GEC shall assist the Authority by providing collected data to the agency or agencies as needed.

- **120.03.06.05 – Coastal Zone**

The GEC shall review the requirements for consistency with the Texas Coastal Management Program and coordinate with the Coastal Coordination Council and Texas General Land Office (GLO) as appropriate. A consistency review by the GLO would be required for the proposed project. The recommended preferred alternative would be assessed for Coastal Zone Management considerations and Coastal Barrier Resource Act lands. Note that the Coastal Management Program review and the USACE Individual Permit processing (as applicable) would occur simultaneously for the recommended preferred alternative.

- **120.03.06 Deliverables:** Incorporate the Water Resources data in the Supplemental DEIS and FEIS as appropriate, Waters of the US Wetland Delineation Report, and Surface Water Analysis Form with attachments. For seagrasses, a seagrass survey final report with data analyses, tables, graphs/figures, and appendices shall be prepared. Coastal consistency documentation shall be prepared.

Subtask 120.03.07. – Ecological Resources

The GEC shall review the proposed project under the terms of the Memorandum of Understanding between TxDOT and Texas Parks and Wildlife Department (TPWD), effective September 21, 2021. The GEC shall accomplish this review by investigating the study area for the potential occurrence of the following ecological resources: Vegetation Communities, Wildlife Habitat, and Threatened and Endangered Species. The GEC shall ensure that the proposed project complies with all state and federal laws which pertain to ecological resources including, but not limited to, the Migratory Bird Treaty Act, the Endangered Species Act, and the Texas Coastal Management Program.

The GEC shall conduct ecological investigations which may result from changes to the preferred alternative designs/schematic or the evaluation of new or revised alternatives. The GEC would complete necessary activities and documentation related to sea turtles, fisheries, other aquatic species, terrestrial species (mammals, birds, reptiles) and associated habitats. The habitat analysis shall contain a description of anticipated impacts to vegetation resulting from the proposed project.

- **120.03.07.01 – Vegetation Communities and Wildlife Habitat Resources**

The GEC shall perform an analysis of vegetation communities, wildlife habitat and/or critical habitat. The GEC shall complete a Species Analysis spreadsheet per the TxDOT Environmental Compliance Toolkit guidance. A detailed characterization of impacts to vegetation communities and wildlife habitat would be completed for the recommended preferred alternative.

The GEC shall conduct a field investigation and assess the habitat types (e.g., forested, prairie, riparian, floodplain, rangeland, agricultural, etc.) within the area of the recommended preferred alternative. The GEC shall prepare a photo log and document the vegetation/habitat observed within the

recommended preferred alternative and other project-related areas. Additionally, TPWD Natural Diversity Database information shall be reviewed for vegetation/habitat areas and other ecological areas or notable plant series. Ecological Mapping System of Texas (EMST) data shall additionally be utilized for mapping and impact analysis. Vegetation community types shall be quantified by acres and percentage of proposed project ROW. Ecologically sensitive habitats or unique habitat features observed within the recommended preferred alternative ROW shall be documented and described. Direct effects/impacts to vegetation and habitat areas within the recommended preferred alternative shall be evaluated. Resources such as aerial photography and infrared aerial photography shall be utilized in the assessment of vegetation/habitat. If the vegetation within the assessed ROW area does not match the description of the EMST data or *The Vegetation Types of Texas, Including Cropland*, (TPWD, 1984), or if there is an observable difference between the vegetation within and outside the recommended preferred alternative ROW, additional assessments of the vegetation/habitat may be required.

- **120.03.07.02 – Dune Protection**

The Dune Protection Act of 1973, amended in 1991 (Texas Natural Resource Code Chapter 63.001 - 63.181) requires the Commissioners Court of any county in Texas with public beaches bordering the Gulf of Mexico to establish a Dune Protection Line on the Gulf Shoreline. The Cameron County Dune Protection Committee has established the dune protection line based on the mean high tide line of the Gulf of Mexico and consists of a line lying parallel to and not further landward than 1,000 feet west of the north-south mean high tide line. The GEC shall review the Dune Protection Act and assess the proposed project for potential impacts associated with the Ocean Boulevard roadway design on South Padre Island. The GEC shall coordinate with the Cameron County Dune Protection Committee as needed to determine if a Dune Protection Permit is required.

- **120.03.07.03 – Beachfront Construction**

The GEC shall prepare the Beachfront Construction Certificate application if determined applicable to the proposed project. Beachfront Construction Certificates are required under Natural Resources Code §61.015 (c)-(h) for any construction within 1,000 feet of the mean high tide or up to the first public road, whichever distance is greater. According to the Cameron County Dune Protection and Beach access plan, the Cameron County Parks Director and/or County Engineer shall be responsible for submitting Beachfront Construction Applications to the General Land Office (GLO). Upon the GLO's confirmation of consistency and completeness, the application for beachfront construction certificates shall be reviewed by the Cameron County Dune Protection Committee which shall issue a recommendation within six (6) weeks of the date that the Committee receives the application. The Cameron County Commissioners Court shall review and take action on beachfront construction certificates as advised by parks system staff and the Cameron County Dune Protection Committee, whose recommendations shall be considered but are not binding on the Commissioners Court.

- **120.03.07.04 – Threatened/Endangered Species**

The GEC (with additional services through subconsultant SWCA) shall prepare updates to the previously prepared threatened and endangered species surveys. The Cameron County lists of federal and state threatened, and endangered species shall be reviewed. Depending on the configuration of roadway and bridge design alternatives to be reviewed, additional surveys may need to be conducted for the state and federally endangered South Texas Ambrosia (*Ambrosia cheiranthifolia*) and Texas Ajenia (*Ajenia limitaris*), particularly in the recommended preferred alternative ROW areas. The South Texas Ambrosia flowers from July through November and surveys should be conducted during this period to facilitate plant location/identification. The Texas Ajenia may be located/identified year-round. The GEC (subconsultant) presumes that field surveys would be conducted prior to November 30th or after July 31st annually. The GEC (subconsultant) would review soil maps and historical occurrence data for both plants to focus survey efforts on areas of the proposed ROW where the

Ambrosia or Aynenia are most likely to occur. Presence/absence surveys would be conducted as needed following the TxDOT Environmental Compliance Toolkit guidance. TPWD Best Management Practices would be assessed for the proposed project.

The GEC (and/or subconsultant) shall prepare updates to threatened/endangered species investigations including a Biological Assessment (BA). A draft BA evaluating project impacts to regulated resources was prepared for the recommended preferred alternative and was presented in the 2017 FEIS. Development of the BA consisted of a lengthy, complex process involving resolutions to numerous sensitive resource issues identified in the Laguna Madre coastal environment and previous reviews by the Authority and regulatory agencies. The BA, though drafted, was not completed. The BA would therefore be updated at this time by the GEC (and subconsultant) to assess any design changes to the proposed project, incorporate potential changes to species regulatory status, provide new information regarding species occurrence in the project area, including field investigations and new developments in mitigation activities. For new proposed or recently completed projects within or near the project corridor, such items would be addressed in the Cumulative Impacts Analysis. The BA would be prepared in accordance with current TxDOT Environmental Compliance Toolkit guidance and to the level of detail necessary to support consultation with the USFWS under Section 7 of the Endangered Species Act.

Prior to submittal to the USFWS, the GEC (and subconsultant) would revise the current draft BA to address any changes that have occurred to the project since project activities were halted, including any incorporated changes occurring as a result of the VE study and workshop conducted in March 2017. The GEC (and subconsultant) would perform a consistency review of the USFWS's Recovery Plan for the Ocelot (*Leopardus pardalis*, a federally listed endangered species) published in July 2016. The GEC (and subconsultant) shall review the recommended preferred alternative for potential critical habitat areas including such areas for the Ocelot and Piping Plover (*Charadrius melodus*, a federally listed threatened species). Critical habitat for the Piping Plover has been designated on South Padre Island north of Andy Bowie Park. The GEC (and subconsultant) would perform a consistency review of the USFWS's Draft Revised Recovery Plan for the Piping Plover published in March 2016. In addition, the GEC (and subconsultant) would revise the previously prepared Monitoring Plan and prepare a stand-alone Mitigation Plan as required by the USFWS. Draft copies of the BA and associated documentation would be submitted to the Authority and TxDOT for review and comment prior to submittal to the USFWS.

The GEC (and subconsultant) shall submit the revised draft BA package, including draft Monitoring and Mitigation Plans, to the USFWS for formal Section 7 consultation under the Endangered Species Act. A series of comment and responses among the Authority, TxDOT and the USFWS are anticipated. A final BA with Monitoring and Mitigation Plans would be prepared for submittal to the USFWS at the end of this process. The GEC (and subconsultant) would also be prepared to respond to the USFWS's draft Biological Opinion prepared for the project.

- **120.03.07.05 – Essential Fish Habitat**

The GEC shall conduct a desk-based analysis to update the previously prepared information on Essential Fish Habitat (50 CFR 600.920). The information shall be used to evaluate essential fish habitat impacts associated with the recommended preferred alternative.

- **120.03.07. Deliverables:** Incorporate the Ecological Resources data in the Supplemental DEIS and FEIS as appropriate, EMST data, Species Analysis Spreadsheets, Dune Protection Permit application (if applicable), Beachfront Construction Certificate (if applicable), Threatened and Endangered Species

Surveys, Presence/Absence Surveys, updated Biological Assessment including Monitoring and Mitigation Plans, Section 7 consultation and supporting documentation, Essential Fish Habitat Assessment, Documentation of TPWD Best Management Practices.

Subtask 120.03.08. – Cultural Resources

Cultural resources studies include the investigation of historical structures, buildings, archeological sites, districts (a collection of related structures, buildings, or archeological sites), cemeteries and objects. Section 106 of the National Historic Preservation Act of 1966 (NHPA) requires Federal agencies to consider the effects of their undertakings on historic properties and afford the Advisory Council on Historic Preservation a reasonable opportunity to comment. The State Historic Preservation Officer (SHPO) is the designated representative responsible for conducting Section 106 reviews. The review and coordination of this project shall follow approved procedures for compliance with Federal laws under Section 106 of the NHPA. The Texas Historical Commission (THC) and SHPO shall be engaged in the Section 106 process. Assessments shall clearly identify the area of potential effect (APE) and all steps necessary for Section 106 compliance.

- **120.03.08.01 – Archeological Resources/Survey**

The GEC, through subconsultant SWCA, shall conduct archaeological investigations designed to satisfy all applicable cultural resource regulations, namely the Antiquities Code of Texas (ACT) and Section 106 of the NHPA. Any proposed design changes, since the 2017 FEIS, would require new surveys for approximately 150 acres of new proposed ROW and access roads, including additional marine archeological surveys within the Laguna Madre. The GEC (subconsultant) shall complete the cultural resource compliance requirements for the project. The investigations shall include coordination with the Authority and involved regulatory agencies, applications for a Texas Antiquities Permit and a Texas Underwater Archeology Antiquities Permit to conduct any necessary fieldwork, intensive pedestrian and marine archaeological surveys, and the preparation of a full report of the investigations for submittal to all reviewing agencies including the THC.

Since the project involves lands owned or controlled by a political subdivision of the State of Texas (the Authority and TxDOT), any archaeological field investigations will require a Texas Antiquities Permit. The GEC (subconsultant) shall prepare the permit application, coordinate the scope of work with the necessary agencies (TxDOT and the THC), and obtain a permit for the terrestrial survey work. Additionally, the GEC (subconsultant) shall obtain a Texas Underwater Archeology Antiquities Permit from the THC for the portions of survey to be conducted within the Laguna Madre.

Once a permit has been obtained, the GEC (subconsultant) shall conduct an intensive, 100 percent archaeological field survey of recommended preferred alternative ROW and any related areas. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. Shovel testing and backhoe trenching shall be conducted in areas containing soils with potential for buried deposits and previously recorded sites.

For the marine archeological survey, the GEC (subconsultant) shall conduct the survey via remote-sensing in accordance with THC standards for remote-sensing surveys. Surveying equipment will include a differentially corrected GPS receiver, a cesium magnetometer, side-scan sonar, and an echosounder.

The GEC (subconsultant) shall prepare a draft report of the archaeological investigations. The archaeological report shall conform to THC, Council of Texas Archaeologists, and the Secretary of the Interior standards per guidelines of the NHPA/ACT reporting standards. The terrestrial and marine

reports shall document the general nature of the recommended preferred alternative, the methodology used in the investigations, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the archaeological survey, recommendations on the need for further work, and the potential significance of the cultural resources in regards to future development and State Archeological Landmark or NRHP eligibility status. The GEC (subconsultant) shall conduct all necessary agency coordination for reporting and complete all permit obligations as part of this task.

- **120.03.08.02 – Historic Resources Identification and Evaluation**

The GEC (subconsultant) shall perform limited non-archeological historic-age resource studies related to compliance with Section 106 and Section 110 of the NHPA, including preparation of TxDOT's Project Coordination Request (PCR) for Historic Studies. If field investigations are required, the GEC (subconsultant) shall prepare a Historical Studies Research Design and perform a reconnaissance survey conforming to TxDOT standards for accurately identifying non-archeological cultural resources. The survey shall document each historic-age resource within the APE, including buildings, structures, objects, historic districts, or non-archeological sites at least 45 years of age. The GEC (subconsultant) shall prepare a Reconnaissance Survey Report detailing the results and findings of the reconnaissance survey, including effects to historic properties and the need, if any, to conduct intensive survey efforts.

- **120.03.08. Deliverables:** Incorporate the Cultural Resources data in the Supplemental DEIS and FEIS as appropriate, Texas Antiquities Permit Application, Texas Underwater Archeology Antiquities Permit Application, Draft/Final Terrestrial Archeological Survey, Draft/Final Marine Archeological Survey, TxDOT Historical PCR Reconnaissance Survey Report.

Subtask 120.03.09. – Hazardous Material Sites

The GEC shall review the previously completed Hazardous Materials Initial Site Assessment (ISA) form, or equivalent, and determine if the ISA form should be amended, revised or replaced as the previous ISA technical report was compiled in 2014. If needed, an ISA form shall be completed following the TxDOT Environmental Compliance Toolkit guidance. The ISA would include the collection and review of published/web-based resources, field reconnaissance investigations, photographs, and maps, as well as a regulatory database search (provided by a third-party vendor). Results of the ISA would be incorporated into the Supplemental DEIS and FEIS as appropriate. If required, the GEC shall update the ISA information and associated mapping of sites for comparison with the recommended preferred alternative.

The GEC shall conduct a desk-based assessment of available information related to petroleum facilities (oil or gas wells, petroleum pipelines) within or near the recommended preferred alternative. The GEC shall also observe, in the field, any oil/gas wells and/or petroleum-related pipelines that traverse the recommended preferred alternative ROW. As part of the hazardous materials investigation, structural elements located within the recommended preferred alternative would be assessed for the potential to contain lead or asbestos-containing materials.

- **120.03.09 Deliverables:** Incorporate the Hazardous Material Sites data in the Supplemental DEIS and FEIS as appropriate, Draft/Final Hazardous Materials ISA with maps and supporting data (including a third-party regulatory database search, if warranted).

Subtask 120.03.10. – Visual and Aesthetic Qualities/Impacts

The GEC shall assess the visual and aesthetics related to the proposed project based on FHWA Technical Advisory T6640.8A (1987) and ER 1105-2-100 (C-5). The GEC shall assess the study area regarding visual and aesthetic resources, particularly from publicly accessible locations on or near the preferred

recommended alternative and evaluate potential impacts on scenic resources that could occur as a result of the recommended preferred alternative (e.g., raising the height of the bridge). The GEC shall review and update the project setting and the designated landscape units to be assessed based on the addition of new potential alternatives within the study area.

- **120.03.10 Deliverables:** Incorporate the Visual and Aesthetic Qualities/Impacts data in the Supplemental DEIS and FEIS as appropriate.

Subtask 120.03.11. – Airports

The GEC shall comply with 14 CFR 77 for the *Safe, Efficient Use and Preservation of the Navigable Airspace*. The GEC shall formally notify the Federal Aviation Administration (FAA) of the proposed construction near the Port Isabel-Cameron County Airport, should new alternatives be proposed in the area surrounding the airport. The GEC shall coordinate with the FAA and submit a FAA Form 7460-1 Notice of Proposed Construction, if required.

- **120.03.11 Deliverables:** Incorporate the Airport data in the Supplemental DEIS and FEIS as appropriate, FAA Form 7460-1 (if applicable).

Subtask 120.03.12. – Navigation

The GEC shall review navigation considerations in terms of the proposed project design with respect to the Gulf Intracoastal Waterway, barge/boat traffic as data presented in the 2017 FEIS is dated 2012.

- **120.03.12 Deliverables:** Incorporate the Navigation data in the Supplemental DEIS and FEIS as appropriate.

Subtask 120.03.13. – Indirect and Cumulative Impacts

The GEC shall assess the indirect and cumulative impacts of the recommended preferred alternative based on the TxDOT Environmental Compliance Toolkits. For indirect impacts, an analysis of induced growth indirect impacts and encroachment alternation indirect impacts shall be evaluated. For cumulative impacts, an analysis shall include the assessment of impacts on the environment which result from incremental impacts of the proposed project when added to other past, present, and reasonably foreseeable future actions.

- **120.03.13.01 – Indirect Impacts Analysis**

For induced growth indirect impacts, the GEC shall evaluate the causation connecting a transportation project to future land use changes and the impacts associated with the changes. The TxDOT Scope Development Tool and Induced Growth Impacts Analysis decision tree shall be used to aid in assessing potential indirect impacts. The induced growth indirect impacts analysis would follow a six-step methodology which includes defining or identifying: 1) the methodology, 2) the area of influence (AOI) and study timeframe, 3) areas subject to induced growth in the AOI, 4) if growth is likely to occur in the induced growth areas, 5) resource subject to induced growth impacts and 6) mitigation (if applicable).

For encroachment alternation indirect impacts, the GEC shall assess all resources which would be evaluated for direct impacts. Examples of potential encroachment alteration impacts may include the anticipated future impacts after construction of the recommended preferred alternative to the following considerations: habitat fragmentation, neighborhood stability, access to specific goods or services, changes in travel patterns, etc.

- **120.03.13.02 – Cumulative Impacts Analysis**

For cumulative impacts, the GEC shall conduct a five-step process for considering the cumulative effects on a project. The five steps include 1) resource study area, conditions and trends, 2) direct and indirect effects on each resource from the proposed project, 3) other actions (past, present and reasonably foreseeable) and their effect on each resource, 4) the overall effects of the proposed project combined with other actions, and 5) mitigation of cumulative effects. The cumulative impacts analysis would be conducted on the recommended preferred alternative.

- **120.03.13 Deliverables:** Incorporate the Indirect and Cumulative Impacts Analysis in the Supplemental DEIS and FEIS as appropriate, Scope Development Tool

Subtask 120.03.14 – FEIS

The Supplemental DEIS and FEIS are described throughout Section 120.03. The GEC shall utilize the information compiled during the preparation of the Supplemental DEIS to complete the FEIS. The recommended preferred alternative would be studied in detail in the FEIS. The FEIS would be submitted to TxDOT for approval; TxDOT has regulatory authority over the development of the proposed project as of December 2019. The FEIS for the proposed project shall include the ROD.

The following table outlines the steps in the FEIS review/approval process.

• Project Team Meetings	The project team shall consist of the Authority, TxDOT-Pharr District, TxDOT ENV and the GEC. Bi-weekly meetings (occurring every two weeks) shall be held beginning 12 months before the anticipated ROD date. Meetings shall facilitate concurrent reviews for advancing the proposed project to a ROD by the designated date. Two (2) of the GEC's staff shall attend the bi-weekly meetings; meeting minutes shall be prepared by the GEC. Weekly meetings shall be held beginning 6 months before the anticipated ROD date. Two (2) or three (3) of the GEC's staff shall attend the weekly meetings; meeting minutes shall be prepared by the GEC. As a cost saving measure, only virtual meetings are proposed.
• Exhibit Preparation	The GEC shall utilize exhibits prepared during the Supplemental DEIS for the FEIS. While some Supplemental DEIS exhibits may require updates to define the FEIS preferred alternative, the Supplemental DEIS exhibits shall be used to the extent practicable to minimize costs and project duration.
• FEIS Preparation (Submittal 1)	The GEC shall submit the first draft of the FEIS to the Project Team for concurrent review. Following the Project Team review, a virtual meeting may be held among the team members to discuss/clarify the comments provided.
• FEIS Preparation (Submittal 2)	The GEC shall incorporate the Project Team comments into a second draft of the FEIS. The GEC shall submit the second draft of the FEIS to the Project Team for concurrent review. Following the Project Team review, a virtual meeting may be held among the team members to discuss/clarify the comments provided.
• FEIS Preparation (Submittal 3)	The GEC shall incorporate the Project Team comments into a third draft of the FEIS. The GEC shall submit the third draft of the FEIS to the Project Team plus the TxDOT Legal Department for concurrent review. Following the Project Team review, a virtual meeting may be held among the team members to discuss/clarify the comments provided.
• FEIS Preparation (Submittal 4)	The GEC shall incorporate the Project Team comments into a fourth draft of the FEIS. The GEC shall submit the fourth draft of the FEIS to the Project Team plus the TxDOT Legal Department and cooperating agencies for concurrent review. Following the Project Team review, a virtual meeting may be held among the team members to discuss/clarify the comments provided.

<ul style="list-style-type: none"> • FEIS Preparation (Submittal 5) 	<p>The GEC shall incorporate the Project Team comments into a fifth draft of the FEIS. The GEC shall submit the fifth draft of the FEIS to the Project Team plus the TxDOT Legal Department for concurrent review. Following the Project Team review, a virtual meeting may be held among the team members to discuss/clarify the comments. Any remaining changes shall be made prior to circulating the FEIS for TxDOT's final review/approval.</p>
<ul style="list-style-type: none"> • FEIS Circulation 	<p>The FEIS shall be circulated to cooperating and participating agencies and local public libraries within or near the study area.</p>
<ul style="list-style-type: none"> • Notice of Availability 	<p>The GEC shall draft the Notice of Availability (NOA) for TxDOT's review and approval. TxDOT shall be responsible for publishing the NOA in the Federal Register and Texas Register. The GEC shall be responsible for submitting the NOA for publication in two (2) English text newspapers and two (2) Spanish text newspapers.</p>

- **120.03.14 Deliverables:** Bi-weekly and weekly Project Team meeting minutes, multiple FEIS submittals (electronic only), Notice of Availability for newspaper publication (English and Spanish).

120.04. MITIGATION, PERMITTING AND APPROVALS

The GEC shall prepare applications for authorization from state and federal agencies which have jurisdiction over the proposed project. As appropriate, such applications shall include mitigation plans to compensate for impacts to environmental resources that cannot be avoided or minimized as a result of the proposed project design. The following permitting and mitigation tasks are anticipated to be required for the proposed project. Specific requirements may change as the project advances and field investigations are conducted on new and/or previously investigated areas within the proposed project limits.

Subtask 120.04.01. – Texas Commission on Environmental Quality (TCEQ) Section 401 Water Quality Certification

The GEC shall prepare the Clean Water Act Section 401 state water quality certification requirements necessary for a Nationwide Permit and/or Individual Permit Application. The GEC shall prepare the Tier I (Small Projects) Checklist (TCEQ-20228, revised October 5, 2021) and Tier II 401 Certification Questionnaire and Alternatives Analysis (TCEQ-20229, revised October 5, 2021) for TxDOT submittal to the TCEQ. The GEC shall complete the TCEQ 401 State Certification Request Form for TxDOT submittal to the TCEQ (30 days after submittal of the pre-filing meeting request).

- **120.04.01. Deliverables:** Tier I (Small Projects) Checklist, Tier II 401 Certification Questionnaire and Alternatives Analysis, 401 State Certification Request Form

Subtask 120.04.02. – TCEQ Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit (CGP) Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWP3) Coordination -- NOTE: THIS WORK WILL BE DONE IN DESIGN PHASE OF PROJECT UNDER SUPPLEMENTAL WORK ORDER.

A Texas Pollution Discharge Elimination System (TPDES) permit will be required prior to construction; the TPDES CGP permit will not be granted until a Storm Water Pollution Prevention Plan is completed and Notice of Intent is filed with the TCEQ. The GEC shall prepare the documentation necessary for the discharge of stormwater associated with construction activities that disturb one or more acres of soil. Documentation would include fulfilling the TCEQ on-line filing system requirements. The GEC would assist the construction contractor with the preparation of the SWPPP.

- **120.04.02. Deliverables:** TPDES GCP NOI and SWP3. **NOTE: THIS WORK WILL BE DONE IN DESIGN PHASE OF PROJECT UNDER SUPPLEMENTAL WORK ORDER.**

Subtask 120.04.03. – Waters of the US, Including Wetlands, Permit Application and Mitigation Coordination

The GEC shall prepare one Individual Permit Application with the requisite supporting documentation for submittal to the USACE, Galveston District, Corpus Christi Field Office, for impacts that cannot be avoided or minimized by the recommended preferred alternative. A Pre-Application Consultation Meeting (Joint Evaluation Meeting) with the USACE, and regulatory agencies, at the proposed project location (mainland or island) or at the USACE office, Corpus Christi, Texas shall be conducted for the Individual Permit Application.

The Individual Permit Application submittal would consist of USACE ENG Form 4345 and attachments consisting of the following supporting documentation:

- Attachment A – Adjoining Property Owners Information
- Attachment B – Delineation of Waters of the U.S., Including Wetlands
- Attachment C – Site Photographs
- Attachment D – Section 404/10 Impacts Table
- Attachment E – Project Designs Including Impact Exhibits
- Attachment F – Threatened and Endangered Species Information
- Attachment G – Historic Properties and Cultural Resources Reports and/or Letters
- Attachment H – Conceptual Mitigation Plan
- Attachment I – Water Quality Certification (submitted separately to the TCEQ)
Tier II 401 Certification Questionnaire and Alternatives Analysis.
- Attachment J – Figures and Supporting Documentation
 - Figure 1 – Vicinity Map
 - Figure 2 – Site Location Map
 - Figure 3 – Topographic Map(s)
 - Figure 4 – Aerial Photograph(s)
 - Figure 5 – Infrared Aerial Photograph(s)
 - Figure 6 – Waters of the US Delineation Map
 - Additional Figures/Exhibits shall be provided as needed (soils map, National Wetland Inventory map, LiDAR, floodplain, etc.)

The GEC shall prepare and respond to one (1) round of comments from the Authority and TxDOT and one (1) round of comments from the USACE. The Individual Permit Application submittal would consist of electronic submittals only.

No Nationwide Permit PCNs are proposed or scoped at this time though consideration shall be given to the applicability of a Nationwide Permit for various impact scenarios as the project progresses.

- **120.04.03. Deliverables:** Individual Permit Application including supporting documentation.

Subtask 120.04.04. – Threatened and Endangered Species and Section 7 Consultation

The GEC anticipates a Section 7 consultation with the USFWS and/or National Marine Fisheries Service (NMFS) as such a consultation was not complete at the time in which the 2017 FEIS was prepared. A Biological Assessment was completed in September 2016 and is included in 2017 FEIS; any design or location changes to the currently proposed preferred alternative would necessitate revisions or updates to the Biological Assessment. Best Management Practices (BMPs), including wildlife crossing underpasses, shall be incorporated into the project design. Preliminary assessments provided in the 2017 FEIS indicate that the proposed project “May affect, is likely to adversely affect” multiple federally listed threatened

and endangered species; coordination with the USFWS, TxDOT-Pharr District, TxDOT ENV would be required to determine the effects, if any, resulting from alignment or other design changes to the current preferred alternative. If the results of the Biological Assessment determine that the project would jeopardize federally listed threatened and/or endangered species, then an incidental take permit would be required.

The GEC (and GEC subconsultant) shall attend up to six (6) meetings held with the Authority, TxDOT-Pharr District, TxDOT ENV, and USFWS to respond to comments on the draft BA. Three (3) meetings shall be held in person and three (3) meetings shall be held in a virtual format. The GEC shall prepare meeting minutes. The results of Biological Assessment, and particularly the effects analysis, shall be updated in the FEIS.

Since field investigations for the proposed project involve noncommercial activities including research, inventory (of ecological resources) and monitoring, ROE to affected tracts of the Laguna Atascosa National Wildlife Refuge (LANWR) for the purposes of field investigations shall require a Special Use Permit granted by the USFWS. The GEC shall formally request a Special Use Permit by completing USFWS Form 3-1383-R (Research and Monitoring Special Use Permit Application) and submitting the completed form along with any necessary attachments to the staff of the LANWR. The GEC shall submit an application for a Special Use Permit to the Authority and TxDOT for review and comment prior to submitting the application to the staff of the LANWR.

- **120.04.04. Deliverables:** Revised draft/final Biological Assessment, meeting minutes, USFWS Form 3-1383-R (Research and Monitoring Special Use Permit Application)

Subtask 120.04.05. – Statement of Consistency with the Texas Coastal Management Program

The GEC shall prepare one Statement of Consistency with the Texas Coastal Management Program for submittal to the Texas General Land Office (TxGLO), Coastal Permit Service Center. This Statement of Consistency shall include a text description of the proposed project and a consistency form signed by a project representative from TxDOT which describes the proposed project's compliance with Title 31, Chapter 501 of the Texas Administrative Code (Coastal Management Program). Supporting documentation including maps of the proposed project area, site photographs, design drawings of the proposed roadways and bridge structure, and a copy of the storm water pollution prevention plan.

- **120.04.05. Deliverables:** Statement of Consistency with supporting documentation

Subtask 120.04.06 – Submerged Land and Miscellaneous Easement (ME) Coordination

The GEC shall prepare the documentation required for a lease for use of submerged land from the TxGLO. The TxGLO additionally administers Miscellaneous Easements (ME) which are issued on both coastal submerged lands as well as state-owned uplands for projects which require a ROW on, across, under or over state-owned lands, pursuant to Texas Natural Resource Code (TNRC) §51.291.

- **120.04.06. Deliverables:** Submerged lands lease application and/or ME application with supporting documentation.

Subtask 120.04.07. – Dune Protection (see also 120.03.07.02.)

The GEC shall review the Dune Protection Act and assess the proposed project for potential impacts associated with the Ocean Boulevard roadway design on South Padre Island. The GEC shall coordinate

with the Cameron County Dune Protection Committee as needed to determine if a Dune Protection Permit is required.

- **120.04.07. Deliverables:** Dune Protection Permit application (if needed)

Subtask 120.04.08. – Beachfront Construction (see also 120.03.07.03.)

The GEC shall prepare the Beachfront Construction Certificate application if determined applicable to the proposed project.

- **120.04.08. Deliverables:** Beachfront Construction Certificate application (if needed)

Subtask 120.04.09. – US Coast Guard (USCG) Bridge Permit Application

The GEC shall prepare one USCG bridge permit application for submittal to the USCG, 8th Coast Guard District, New Orleans, following USACE Section 404 permit approval. The bridge permit application shall address the required administrative and navigational information, environmental information, and waterway data and characteristics. Supporting documentation to be included in the bridge permit application shall include design plans of the proposed bridge structure, photographs of the project area, a navigation impact report, and other project-specific information necessary for the USCG to review the proposed project. **NOTE: THIS WORK WILL BE DONE IN DESIGN PHASE OF PROJECT UNDER SUPPLEMENTAL WORK ORDER.**

- **120.04.09. Deliverables:** USCG bridge permit application, including maps and supporting documentation. **NOTE: THIS WORK WILL BE DONE IN DESIGN PHASE OF PROJECT UNDER SUPPLEMENTAL WORK ORDER.**

Subtask 120.04.10. – Environmental Permits, Issues and Commitments (EPIC) Sheets

The GEC shall draft up to twelve (12) design sheets for environmental considerations. The GEC would identify and provide EPIC sheets per TxDOT standards. **NOTE: THIS WORK WILL BE DONE IN DESIGN PHASE OF PROJECT UNDER SUPPLEMENTAL WORK ORDER.**

- **120.04.10. Deliverables:** Design/EPIC sheets for project-related environmental considerations **NOTE: THIS WORK WILL BE DONE IN DESIGN PHASE OF PROJECT UNDER SUPPLEMENTAL WORK ORDER.**

Subtask 120.04.11. – Comprehensive Monitoring and Mitigation Plan

The GEC (with the Authority, TxDOT-Pharr District, TxDOT ENV, USFWS, and others) shall develop a Comprehensive Monitoring and Mitigation Plan for the proposed project. Mitigation shall be required for all proposed project (preferred alternative) impacts that cannot be avoided or minimized. The plan shall address direct impacts for each resource and potential mitigation options. The type of required mitigation shall be determined following the completion of all field investigations. The mitigation options shall be developed as the project advances. Indirect impacts from the proposed project shall also be further evaluated and coordinated with regulatory agencies as the project progresses. The Comprehensive Monitoring and Mitigation Plan shall include an Ecosystem Restoration Plan which shall describe measures to reverse or limit adverse effects to the local ecosystem that are anticipated to occur as a result of the proposed project. The GEC shall finalize this plan after coordination with all appropriate federal and state regulatory agencies. The plan shall also detail all BMPs to be implemented for the proposed project.

The Comprehensive Monitoring and Mitigation Plan shall include mitigation details for the proposed temporary and permanent impacts to the identified resources in the 2017 FEIS, including

vegetation/habitat, threatened and endangered species habitat, and special habitat areas such as seagrass habitat. The plan shall include supporting documentation such as exhibits depicting potential impact areas, schematic designs, aerial photography, topography, etc.), plans for potential property acquisition to preserve habitat, replanting of seagrass habitat, and other means in which habitat may be restored, preserved or created. This Comprehensive Monitoring and Mitigation Plan shall be utilized during the USFWS/NMFS Section 7 Consultation and USACE Individual Permitting processes.

The GEC shall work with the reviewing agencies (TxDOT-Pharr District, TxDOT ENV, FHWA, USFWS, NMFS, USACE, TPWD, GLO, etc.) to prepare the Comprehensive Monitoring and Mitigation Plan. The GEC shall address three (3) rounds of comments from the reviewing agencies. The Final Detailed Mitigation Plan will not be prepared until after the FEIS, when final impacts have been solidified.

The GEC shall attend up to eight (8) planning meetings with the reviewing agencies and/or property owners on which mitigation or other conservation, restoration or preservation activities may be proposed. Two (2) staff members representing the GEC shall attend each of the meetings. Four (4) of the meetings would be attended in person and four (4) would be conducted using a virtual format. The GEC shall prepare the meeting minutes and list of action items for each meeting.

- **120.04.11. Deliverables:** Comprehensive Monitoring and Mitigation Plan including an Ecosystem Restoration Plan, Meeting Minutes

Subtask 120.04.12. – Waters of the US/Wetland Mitigation (Freshwater Resaca, Riverine, Pond, Tidal Wetland, Tidal Fringe, Tidal/Mud Flats, Dune Swales)

The GEC shall prepare a conceptual mitigation plan for unavoidable impacts to non-tidal/freshwater and tidally influenced waters of the US. Some potential mitigation areas were identified in the 2017 FEIS. Any potential changes to the current preferred alternative would necessitate updates to the wetland mitigation strategy for the project. Wetland mitigation planning would generally include the following steps and involve the Authority, TxDOT-Pharr District, TxDOT ENV and regulatory agencies such as the USACE, USFWS, NMFS, etc.:

- A: Background Data Collection and Analysis
- B: Evaluate Potential Mitigation Site Options
- C: Review Engineering Design Specifications
- D: USACE and Joint Evaluation Meeting (JEM)
- E: Incorporate JEM Comments into Mitigation Plan
- F: Meet Landowners/Visit Site(s), Conduct Field Investigations, Analyze Field Data
- G: Prepare Alternative Analysis of Potential Sites (if more than one)
- H: Prepare Preliminary Conceptual Mitigation Plans
- K: Agency Coordination and/or JEM(s), Incorporate Comments into Mitigation Plan
- M: Prepare Mitigation Plan: Introduction, Goals/Objectives, Site Selection, Site Protection Instrument, Baseline Information, Determination of Credits, Mitigation Work Plan, Maintenance Plan, Performance Standards, Monitoring Requirements, Long-term Management Plan, Adaptive Management Plan, Financial Assurances, References, Attachments and Supporting Documentation

- **120.04.12. Deliverables:** Conceptual Mitigation Plan and Mitigation Plan (for inclusion with the Individual Permit Application), securing permittee responsible mitigation for the project (other mitigation options also will be reviewed).

Subtask 120.04.13. Seagrass Mitigation Site Planning and Permitting

The GEC shall review the previously conducted work regarding seagrass mitigation. As new alternatives, based on design changes, may be investigated as the proposed project advances, the previously identified seagrass mitigation requirements may also change. Development of a seagrass mitigation area would share many of the steps detailed in 120.04.11.

The GEC (through subconsultant RGV Environmental Associates) shall provide mitigation planning based on scientific data that considers TxDOT, US Environmental Protection Agency (EPA), USFWS and USACE regulations and guidelines. Mitigation shall consider existing published and unpublished literature and reports addressing the preservation of seagrass and associated marine habitat. The goal of this mitigation planning activity would be to identify potential mitigation site(s) for seagrass restoration and seagrass management to meet on-site, adjacent, or off-site compensatory mitigation and actions (e.g., restoration and/or habitat creation of seagrass beds).

- **120.04.13.01. – Mitigation Site Survey and Evaluation**

The Mitigation Site Survey and Evaluation shall consist of Mitigation Site Surveying, Functional Analysis, and Mitigation Planning. The survey would be conducted to determine potential locations suitable for mitigation. Potential sites would be compared to equivalent bio-reference seagrass beds by considering areal extent, abundance, species composition, function, and provision of ecosystem services (primary plant production; nutrient cycling; carbon sequestration). [National Academies of Sciences, Engineering, and Medicine. 2017. Effective Monitoring to Evaluate Ecological Restoration in the Gulf of Mexico. Washington, DC: The National Academies Press. <https://doi.org/10.17226/23476>.]

To determine a mitigation site(s) that would support seagrass restoration and plantings, a functional analysis would be completed that focuses on physical, chemical, and biological features and their contribution to the marine ecosystem. Because no specific hydrogeomorphic (iHGM) wetland functional assessment model is available for a hypersaline lagoon such as the Laguna Madre, Texas, a modified model could be based on the SWG (Southwestern Division) Tidal Fringe iHGM.

- **120.04.13.02. – Mitigation Plan.**

Development of a Mitigation Plan would include adopting adaptive management strategies, which are considered to be a favorable approach. This approach would consider a set of parameters affecting seagrass planting success. For example, parameters known to affect seagrasses include but are not limited to seagrass areal extent, depth limits, and patchiness. Mitigation planning that includes adaptive management strategies allow for modification in the case of habitat changes or unforeseen events (e.g., hurricane) affecting planting success. The Mitigation Plan would provide direction for the planting and monitoring of seagrass. [National Academies of Sciences, Engineering, and Medicine. 2017. Effective Monitoring to Evaluate Ecological Restoration in the Gulf of Mexico. Washington, DC: The National Academies Press. <https://doi.org/10.17226/23476>.]

Subtask 120.04.13.03. – Mitigation Monitoring, Construction Monitoring and Post-Construction/Performance Monitoring. NOTE: THIS WORK WILL BE DONE IN DESIGN PHASE OF PROJECT UNDER SUPPLEMENTAL WORK ORDER.

Mitigation monitoring would follow the USACE Regulatory Guidance Letter No. 08-03 for Minimum Monitoring Requirements for Compensatory Mitigation Projects Involving the Restoration, Establishment, and/or Enhancement of Aquatic Resources. Additionally, recommendations found in Effective Monitoring to Evaluate Ecological Restoration in the Gulf of Mexico would be considered. The product of this work would be a Monitoring Report following the USACE guidelines. [National Academies of Sciences, Engineering, and Medicine. 2017. Effective Monitoring to Evaluate Ecological Restoration in the Gulf of Mexico. Washington, DC: The National Academies Press. <https://doi.org/10.17226/23476>.]

Construction monitoring involves oversight to ensure that a construction plan that minimizes disturbance and destruction is adhered to during the project. On-site construction monitoring shall be conducted at a later date to assist with minimization of proposed construction activities and address concerns in issuing and maintaining construction certificates (e.g., Texas Open Beaches Act and the Dune Protection Act; USACE permitting).

Post-construction/performance monitoring would involve evaluating the extent of vegetation restoration, percent survival of plantings, habitat stability, and ability to support other biota. This would entail a random selection of established quadrants at the mitigation site. The GEC (subconsultant) anticipates annual monitoring would occur for at least 5-years (the sensitivity of seagrass beds may require more by the USACE, or such a possible rate of high plant mortality may demand a greater monitoring schedule) to determine the success based on a series of performance standards for the compensatory mitigation site.

- **120.04.13. Deliverables:** Seagrass survey final report (see also 120.03.06.04), seagrass mitigation plan, annual bio-monitoring report **NOTE: THIS WORK WILL BE DONE IN DESIGN PHASE OF PROJECT UNDER SUPPLEMENTAL WORK ORDER.**

120.05 PUBLIC INVOLVEMENT

The GEC shall conduct public involvement activities in accordance with the current TxDOT Environmental Compliance Toolkits guidance. The GEC shall ensure that all stakeholders, including residents, elected officials, and public agencies, are made aware of the proposed project and provided the opportunity for input/comments. The GEC shall record public involvement activities, as well as the nature of the received input and feedback, in the appropriate sections, chapters, and appendices of the Supplemental DEIS and FEIS.

Subtask 120.05.01. – Project Coordination Plan

The GEC shall prepare a Project Coordination Plan (PCP) which shall inform the public and other agencies as to the manner in which agency coordination and public interaction shall be accomplished during the environmental review process. The GEC shall update the PCP as needed. The GEC shall send letters to all agencies previously involved in the project and provide a notice of the re-commencement of work on the proposed project.

- **120.05.01. Deliverables:** Project Coordination Plan.

Subtask 120.05.02. – Public Involvement Plan

The GEC shall prepare a Public Involvement Plan (PIP) which shall describe the methods, locations, and schedule of public involvement activities, including a Public Hearing and all necessary hearing preparations. Other public involvement activities may include the development of announcements/advertisements, and the publication of notices in newspapers and other local media. Noise workshops or other workshops, if anticipated, would be included in the PIP. The Public Hearing and workshops may include participation by resource/regulatory agencies and/or other project stakeholders or public interest groups.

- **120.05.02. Deliverables:** Public Involvement Plan.

Subtask 120.05.03. – Identify Affected Property Owners

The GEC shall identify, and initiate coordination with, the owners of property parcels which may be directly affected by the construction or implementation of the proposed project. These affected property owners shall be identified through a review of Cameron County Appraisal District records and data. The owners of property which must be physically accessed in order to conduct field investigations for the proposed project shall be sent formal requests for right-of-entry (ROE); ROE letters would be mailed and delivered by the US Postal Service. The ROE request packages shall include a cover letter, a ROE agreement form, maps illustrating the property or properties to which ROE is requested, and self-addressed stamped envelopes with which property owners may mail the signed ROE agreement form to the GEC. The cover letter and ROE agreement form shall be drafted according to current TxDOT templates and shall include contact information of project staff who may answer any property owner's questions regarding the nature of the proposed project and/or the field investigations to be conducted on the owner's property. Property owners who do not respond to the ROE request package shall be mailed a second ROE request package. The GEC shall submit the ROE request packages to the Authority for review and comment prior to mailing the packages to the property owners.

- **120.05.03. Deliverables:** ROE Request Packages, USFWS Form 3-1383-R (Research and Monitoring Special Use Permit Application; see also 120.04.04).

Subtask 120.05.04. – Conduct Public Hearing

The GEC shall conduct an in-person Public Hearing with a virtual option after the Supplemental DEIS has been published. Two dress rehearsal meetings shall be conducted with the Authority and TxDOT prior to the Public Hearing to review the presentation, exhibit boards, etc. The Public Hearing shall consist of a scripted presentation with the opportunity for the public to express comments on the project. GEC shall identify and reserve a venue at which to conduct the in-person Public Hearing and prepare a virtual option that shall allow interested members of the public to observe and listen to the scripted presentation online.

Prior to the Public Hearing, the GEC shall present the scripted presentation to TxDOT and the Authority for review and comment. The same scripted presentation will be presented at the in-person Public Hearing and the virtual option, which will be available concurrently. During the Public Hearing, the scripted presentation will be presented once in English and once in Spanish. Following this, a comment session will be held during which attendees who have registered to speak may provide verbal comments on the proposed project.

The GEC shall prepare and provide notices for the Public Hearing according to current TxDOT standards and templates. The GEC shall provide notices to the Authority so the Authority may publish in local media, including English and Spanish newspapers which serve Cameron County and South Padre Island, the TxDOT web site, and the social media accounts of the Authority. At least one of the newspapers in which the notice is published shall be published at least six days a week. The notice shall be published for three consecutive weeks, with the last publication not less than one week nor more than two weeks before the Public Hearing.

The Public Hearing shall, if practicable, be scheduled on a weekday afternoon or early evening on a day for which no significant civic activity is planned. The venue of the in-person Public Hearing shall be selected by the Authority based on the recommendation of the GEC according to availability, proximity to the proposed project, access for and size of the anticipated audience, and effective public address systems. Physical signs directing attendees to the Public Hearing shall be set up around the outside of the venue, and inside as necessary. A registration area will be established outside the Public Hearing room where attendees may register their attendance, register for the verbal comment session, and ask general questions. The GEC shall produce exhibit boards that will illustrate selected aspects of the project (location, construction timeline, conceptual rendering of the completed bridge structure, etc.). These

exhibit boards shall be displayed within the Public Hearing room or immediately outside so that attendees of the in-person Public Hearing may review the exhibits before and after the scripted presentation.

The GEC shall provide staff available at the Public Hearing to explain displayed exhibit boards and to answer questions both before and after the Public Hearing proceedings. Project staff that shall be available will include Spanish interpreters. A copy of the Supplemental DEIS and any supporting technical reports shall be made available at the in-person Public Hearing. Each attendee shall be provided with a handout explaining the proposed project; handouts may include maps or illustrations. Media packets shall be provided to members of the media who attend the Public Hearing.

The GEC shall contract a professional court reporter to prepare and certify a transcript of the Public Hearing. The court reporter shall be present at the in-person Public Hearing.

Attendees of the in-person Public Hearing and virtual option shall be invited to submit written and verbal comments following the English and Spanish scripted presentations. The GEC shall provide comment forms on which attendees of the in-person Public Hearing may write questions and/or comments; the GEC shall collect all completed comment forms at the Public Hearing. Attendees shall also be provided a mail and an email address to which written comments may be sent. Written comments will be accepted for a total of 15 calendar days following the Public Hearing; the Authority may request that this timeframe be extended.

The GEC shall record, and address received comments in the FEIS document. Comments shall be recorded in a comment-response matrix that shall identify the name of the commenter, the date on which the comment was received, the medium through which the comment was sent (email, comment form, etc.), the text or transcript of the comment, and the manner in which that comment was addressed including any section of the FEIS relevant to the comment.

Upon the completion of all necessary coordination, the GEC shall forward documentation of the Public Hearing to the Authority for review and comment. Documentation shall include a Public Hearing Summary, the comment-response matrix, published notices, sign-in sheets, the Public Hearing Transcript, photographs of the in-person Public Hearing, exhibit boards, and handouts that were provided to attendees. The GEC shall include this documentation as an appendix to the FEIS.

- **120.05.04. Deliverables:** Notice of Public Hearing for newspaper publication (English and Spanish), affidavits of publication, scripted presentation, comment forms, Public Hearing summary report, Public Hearing transcript, comment/response matrix.

Subtask 120.05.05. – FEIS/ROD Notice of Availability

Upon the completion of the combined FEIS/ROD document, the GEC shall prepare a FEIS/ROD Notice of Availability (NOA) according to the current TxDOT template. The GEC shall submit the NOA to TxDOT and the Authority for review and comment. Following the approval of the agencies, the NOA would be published for public review on TxDOT-Pharr District website.

- **120.05.05. Deliverables:** FEIS/ROD Notice of Availability for online publication.

Subtask 120.05.06. – Prepare for and Attend Technical Meetings or Workshops

The GEC shall implement the PIP. The PIP shall include six (6) technical meetings, noise workshops, meetings with affected property owners, or other workshops not previously specified. The GEC shall implement the plan for the disseminating announcements/advertisements, notices, and public outreach

for technical meetings or workshops per the PIP, if required. Meeting attendees may include the public, public interest groups, resource/regulatory agencies and/or other project stakeholders.

- **120.05.06 Deliverables:** Mailing lists, handouts, comment forms, meeting presentations (PowerPoint), presentation boards, meeting minutes or meeting summaries.

FUNCTION CODE 150 – FIELD SURVEYING

TASK 150.01 – FIELD SURVEYING

The GEC shall provide professional surveying services required for the recommended preferred alternative and connecting roadways.

- The surveyor shall stake the existing and/or proposed roadway ROW at 200-foot intervals or intervisible points with wooden lathes and flagging; existing roadway ROW shall be based upon the existing roadway centerline in the field.
- The ROW width shall be determined and set as depicted in ROW maps, deeds, documents of record or that of apparent use and occupation and/or proposed ROW.

150.01 Deliverables: Field book copies in pdf format, project control book copies containing control data sheets for all source monumentation, ASCII file with point number, northing, easting, and elevation of all surveyed points.

FUNCTION CODE 163 MISCELLANEOUS

TASK 163.01 – MISCELLANEOUS

In cooperation with the Authority and at the direction of appropriate representatives of the Authority, the GEC proposed to provide the following services:

- Assist the Authority with identifying and coordinating with Stakeholders at the State and Federal Level.
- Assist the Authority with possible Funding Strategies
- Assist the Authority with the oversight of the development of the various phases of project development;
- Assist the Authority with TxDOT Advanced Funding Agreement procurement, development, and review for execution;
- Develop and maintain an overall project development status report and assist staff with project critical path management;
- Serve as an advisor for items before the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) as they relate to the Project and assist the Authority in obtaining project funding;
- Attend the project meetings, and upon request, attend Authority meetings. Additionally, the GEC upon the request of the Authority, will meet to discuss strategies for federal and/or state funding of the project. This will include assisting in the development of capital finance plan scenarios that include regional, state, and federal funding options. This will also include strategic planning documents and development of finance plan scenarios and Year of Expenditure (YOE) cost estimates for use in the FEIS document.
- Maintain Project planning consistency between the RGVMPO planning documents and TxDOT planning documents;
- Advise on and participate in discussions regarding the development of the Project and identify programs or opportunities for funding;
- Provide written status reports to the Authority on a monthly basis with the invoice.

ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

Assumptions:

The GEC shall provide the deliverables outlined in Exhibits B, C and D in an electronic .pdf format. The GEC shall accommodate requests for files to be provided in a Microsoft Word format if the files shall be incorporated into documents prepared by others such as the Authority or TxDOT.

An electronic administrative record shall be maintained throughout the duration of the project. The electronic administrative record shall consist of the compilation of the decision-making documents, technical reports, draft/final EIS, etc., utilized in the NEPA process.

Exclusions:

The GEC shall complete the tasks described in the preceding sections of this scope of work. The following services are specifically excluded from this scope of work and, if required, shall be authorized by the Authority under a supplemental work authorization:

- Research for individual property owner parcel, deed or easement information will not be conducted at the Cameron County Appraisal District office.
- Hydrology/hydraulic studies, drainage designs, models, etc.
- Geotechnical/drilling, core drilling/boring (on land, ROW, roadway or in the Laguna Madre), other boring or excavation activities, laboratory testing or geo-engineering services, soil testing.
- Preliminary Engineering Report.
- Analysis of a revised potential preferred alternative that deviates significantly from the current preferred alternative detailed in the existing FEIS.
- FHWA's TNM (v3.0).
- Quantitative assessment of Mobile Source Air Toxics
- Construction Emissions Mitigation Plan.
- Air Quality Technical Report.
- The jurisdictional boundaries of wetland areas are not intended to be surveyed or sealed by a Registered Professional Land Surveyor after the USACE delineation verification.
- Species-specific Subject Matter Experts for individual critical habitat or species analyses.
- Biological Evaluations.
- Activities associated with Incidental Take Permits.
- More than one Texas Antiquities Permit Application.
- Archeological testing and data recovery beyond the level defined in the scope of services.
- Disposal or transportation of any hazardous waste that is encountered during site investigations.
- Hazardous materials investigations (Phase II/III) beyond the level of an ISA (ASTM E1527-21).
- Emergency Response Control Pollution Plan.
- Navigation Hazard Risk Assessment.
- Bicycle/pedestrian connectivity study.
- More than one Section 404 Individual Permit Application.
- Section 404 Nationwide Permit Pre-Construction Notification.
- TxGLO Living Shoreline Project permits for seagrass plantings
- Planting costs for wetland mitigation area.
- Construction and planting costs for seagrass mitigation area.
- Project newsletter, project website (use TxDOT's website for dissemination of information).
- Meetings with Affected Property Owners (other than for mitigation options).

- Public or agency scoping meeting; Context Sensitive Solutions meetings.
- Public meeting.
- More than one Public Hearing.
- The Authority or TxDOT shall provide deliverables/submittals directly to regulatory agencies.
- Field investigation of storm management basins or stormwater detention basins/ponds.
- Hydrographic or bathymetric surveys of the Laguna Madre.
- Permit filing fees.
- Texas General Land Office ROW or ME fees.

Permit, Notice or Plan	Interested Agency or Entity	Before or After ROD?
Construction Emissions Mitigation Plan	TxDOT, FHWA	Prior to Construction
Noise Workshop	TxDOT, Adjacent Property Owners	After ROD prior to construction*
TPDES permit	TCEQ, US EPA	Either; Separate Decision from ROD/EIS
Storm Water Pollution Prevention Plan	TCEQ, US EPA	Either; Separate Decision from ROD/EIS
Notice of Intent to Discharge	TCEQ, US EPA	Either; Separate Decision from ROD/EIS
Individual Permit	USACE	After ROD prior to construction**
Mitigation Plan	USACE	After ROD prior to construction
Tier II 401 Certification	TCEQ	Must be Submitted with USACE IP App
Construction General Permit	TCEQ	After; Separate Decision from ROD/EIS
Lease for State-Owned Submerged Land	TxGLO	After Public Notice from USACE – Design Phase
USCG Bridge Permit	USCG	After USACE Permit Approval
Monitoring Plan for Seagrass Mitigation Site	USACE	After
Monitoring Plan for Wetland Mitigation Site	USACE	After
Section 7 Consultation, Incidental Take Permit	USFWS, NMFS	Before
Statement of Consistency with the Texas Coastal Management Program	TxGLO	After Public Notice from USACE
Coordination for impacts to fish	TPWD, NMFS	Before
Coordination for cultural resources	THC	Before
Comprehensive Monitoring and Mitigation Plan	TxDOT, CCRMA	Before and After

*Per TxDOT's Environmental Guide Volume 2.

**An Individual Permit from the USACE cannot be granted until after a ROD has been issued.

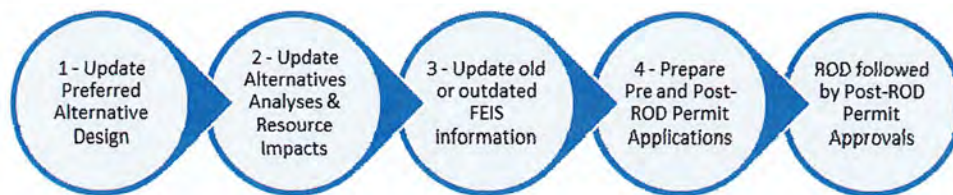
EXHIBIT C

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. Update Preferred Alternative Design	3 Months
2. Update Alternatives Analyses & Resource Impacts	6 Months
3. Update old or outdated FEIS Information	9 Months
4. Prepare Pre- and Post-ROD Permit Applications	30 Months
5. Projected ROD	36 Months
6. Post-ROD Permit Approvals	48 Months

Coordination with CCRMA, TxDOT, FHWA, and other federal and state agencies (cooperating and participating agencies) will be on-going through receipt of a ROD.

Anticipated Time to ROD: 3.0 years

Anticipated Time to Post-ROD Permit Approvals: 4 years

Work Authorization Complete

March 31, 2026

EXHIBIT D -- FEE ESTIMATE

FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAIL-HOURS										ESTIMATED FEE								
				Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	Env Scientist III	RPLS	Engineer Structural	Engineer (V)	2-Man Survey Crew		Engineer (II)	Senior CADD	Secretary	TOTAL HOURS				
110	ROUTE AND DESIGN STUDIES																					
	110.01. Data Collection and Field Reconnaissance	S & B	BASIC			24								48						\$33,700.08		
	110.02. Design Criteria	S & B	BASIC			2									8					\$60,169.92		
	110.03. Preliminary Cost Estimates	S & B	BASIC			24								40						\$26,799.20		
	110.04. Design Concept Conference	S & B	BASIC			8								8						\$4,879.84		
	110.05. Refine Schematic	S & B	BASIC																			
	110.05.01. Typical Sections	S & B	BASIC											4						\$1,819.92		
	110.05.02. Plan View Update	S & B	BASIC			20								220						\$205,849.80		
	110.05.03. Profile View Update	S & B	BASIC			4								2						\$3,949.96		
	110.06. Traffic Modeling/Data - LOS analysis only with respect to # of Lanes	S & B	BASIC			2									8					\$4,167.68		
	110.07. Schematic Deliverable submittal	S & B	BASIC			4								4	16					\$12,996.00		
		Sub Total (110 - ROUTE AND DESIGN STUDIES)			0	0	88	0	8	0	8	0	0	224	360	0	372	460	16	2,430	\$353,338.40	
	120	SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT																				
General FC 120 Categories (Task / Deliverables)																						
120.01. Environmental Project Management / Meeting Minutes, Action Items from monthly Progress Meetings or Resource Agency Meetings, CCRMA written correspondence or other materials/documentation		S & B	BASIC			8													100		\$54,500.00	
120.02. Alternatives Analysis / Alternatives Analysis Screening Matrix		S & B	BASIC			16															\$133,178.80	
120.03. Supplemental Draft Environmental Impact Statement & Final Environmental Impact Statement		S & B	BASIC																700		\$222,500.00	
120.03.01. Land Use / Section 4(f), Section 6(f) and/or Chapter 26 documentation (Draft and Final); EIS Sections		S & B	BASIC			300																
120.03.02. Social and Economic Conditions / Economic Analysis Report/Final EIS Form		S & B	BASIC			40													40		\$37,600.00	
120.03.02.01. Social Conditions		S & B	BASIC																		0	
120.03.02.02. Economic Analysis Report		SPECIAL																	80		\$24,300.00	
120.03.03. Traffic Noise Conditions / Traffic Noise Analysis Technical Report (Draft and Final), TNM files (including barrier analysis, if applicable), Noise Receiver Maps, EIS Sections		S & B	BASIC			240													120		\$75,000.00	
120.03.04. Climate and Air Quality / EIS Sections, Qualitative MSAT Analysis, Seagrass Project Report, Conformity forms/documentation (if needed)		S & B	BASIC			4													10		\$10,290.00	
120.03.04.01. Climate		S & B	BASIC			4													30		\$6,740.00	
120.03.04.02. Air Quality		S & B	BASIC			4													10		\$7,890.00	
120.03.05. Geology and Soils / NRCS Form CPA-106, EIS Sections		S & B	BASIC			4													10		\$13,890.00	
120.03.06. Water Resources / EIS Sections, Waters of the US Wetland Delineation Report (Draft and Final), Surface Water Analysis Form with attachments (Draft and Final), coastal consistency documentation						16																
120.03.06.01. Surface Water		S & B	BASIC			20													80		\$37,000.00	
120.03.06.02. Floodplains		S & B	BASIC			4													40		\$24,300.00	
120.03.06.03. Groundwater		S & B	BASIC			4													10		\$9,890.00	
120.03.06.04. Wetlands and Other Waters of the US		S & B	BASIC			4													40		\$13,340.00	
Seagrass Survey		RGV				80													300		\$122,300.00	
120.03.06.05. Coastal Zone		S & B	SPECIAL																		\$131,630.00	
			BASIC			4													10		\$12,490.00	
120.03.07. Ecological Resources / EIS Sections, EMST data, Species Analysis Spreadsheets, Dune Protection Permit application (if applicable), Beachfront Construction Certificate (if applicable), Threatened and Endangered Species Surveys, Presence/Absence Surveys, updated Biological Assessment including Monitoring and Mitigation Plans, Section 7 consultation and supporting documentation, Essential Fish Habitat Assessment, Documentation of TPOD Best Management Practices																						
		120.03.07.01. Vegetation Communities & Wildlife Habitat	S & B	BASIC			8													40		\$48,600.00
		120.03.07.02. Dune Protection	S & B	BASIC			20												60		\$50,600.00	
		120.03.07.03. Beachfront Construction	S & B	BASIC			10												60		\$28,750.00	
		120.03.07.04. Threatened/Endangered Species	S & B	BASIC			4												10		\$17,890.00	
		120.03.07.05. Biological Assessment (Draft and Final)	SPECIAL				60												80		\$51,400.00	
		120.03.08. Cultural Resources, Texas Antiquities Permit Application, Texas Underwater Archeology Activities Permit Application, Draft/Final Terrestrial Archeological Survey, Draft/Final Marine Archeological Survey, TPOOT Historical PCR Reconnaissance Survey Report	S & B	BASIC			12												20		\$165,271.00	
		120.03.09. Hazardous Material Sites, Impacts / EIS Sections, Hazardous Materials ISA with maps and supporting data (Draft and Final)	S & B	SPECIAL																		
	120.03.10. Visual and Aesthetic Qualities / EIS Sections	S & B	BASIC																			

EXHIBIT D -- FEE ESTIMATE

FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	Env Scientist III	RPLS	Engineer Structural	Engineer (V)	2 Man Survey Crew	Engineer (H)	Senior CADD	Secretary	TOTAL HOURS	ESTIMATED FEE	TOTALS
	120.03.11. Airports / FAA Form 7460-1, EIS Sections	S & B	BASIC				4	60	60							10	134	\$13,890.00	
	120.03.12. Navigation / EIS Sections	S & B	BASIC				4	60	60							10	134	\$13,890.00	
	120.03.13. Indirect and Cumulative Impacts Analysis / EIS Sections, Scope Development Tool	S & B	BASIC				20	40	40							20	120	\$14,000.00	
	120.03.13.01. Indirect Impacts	S & B	BASIC				40	200	200							40	480	\$52,000.00	
	120.03.13.02. Cumulative Impacts	S & B	BASIC				40	160	160							80	440	\$48,600.00	
	120.03.14. FEIS / meeting minutes, multiple FEIS submittals, no FEIS hard copies (electronic files only). Notice of Availability for newspaper publication (English and Spanish)	S & B	BASIC				120	475	80							240	915	\$106,250.00	
	Project Team Meetings (13 biweekly, 26 weekly)	S & B	BASIC				78	200									278	\$36,430.00	
	Exhibit Preparation	S & B	BASIC				40	170	80							400	690	\$79,300.00	
	FEIS Preparation (Submittal 1)	S & B	BASIC				60	220	100							100	480	\$55,800.00	
	FEIS Preparation (Submittal 2)	S & B	BASIC				40	150	100							60	350	\$39,800.00	
	FEIS Preparation (Submittal 3)	S & B	BASIC				40	150	100							60	350	\$39,800.00	
	FEIS Preparation (Submittal 4)	S & B	BASIC				30	115	100							40	265	\$31,800.00	
	FEIS Preparation (Submittal 5)	S & B	BASIC				20	80	80							20	200	\$22,000.00	
	FEIS Circulation, Electronic Files Only	S & B	BASIC				10	60									70	\$8,450.00	
	Notice of Availability	S & B	BASIC				10	60									0	\$0.00	
	120.04. Mitigation, Permitting and Approvals	S & B	BASIC				10	40	40							20	114	\$13,250.00	
	120.04.01. Texas Commission on Environmental Quality (TCEQ) Section 401 Water Quality Certification	S & B	BASIC			4	10										0	\$0.00	
	(TPDES) Construction General Permit (CGP) Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWP3) Coordination - NOTE: THIS WORK TO BE DONE IN DESIGN DOCUMENT PHASE UNDER SUPPLEMENTAL WORK ORDER.	S & B	BASIC			4	180	500	250							160	1,074	\$126,800.00	
	120.04.04. Threatened and Endangered Species and Section 7 Consultation	S & B	BASIC			4	100	400	300							100	904	\$102,100.00	
	120.04.05. Statement of Consistency with the Texas Coastal Management Program	S & B	BASIC				4	40	40							20	104	\$11,040.00	
	120.04.06. Submerged Land and Miscellaneous Easement (MLE) Coordination	S & B	BASIC				4	80	40							20	148	\$16,540.00	
	120.04.07. Dune Protection	S & B	BASIC				2	20	80							40	222	\$24,850.00	
	120.04.08. Beachfront Construction	S & B	BASIC				2	20	80							40	222	\$24,850.00	
	120.04.09. US Coast Guard Bridge Permit Application NOTE: THIS WORK WILL BE DONE IN DESIGN PHASE OF PROJECT UNDER SUPPLEMENTAL WORK ORDER.	S & B	BASIC														0	\$0.00	
	120.04.10. Environmental Permits, Issues and Commitments (EPC) Study, NEPA, EIS, and other federal and state environmental considerations NOTE: THIS WORK WILL BE DONE IN DESIGN PHASE OF PROJECT UNDER SUPPLEMENTAL WORK ORDER.	S & B	BASIC														0	\$0.00	
	120.04.11. Comprehensive Monitoring and Mitigation Plan (includes meetings with reviewing agencies)	S & B	BASIC			16	120	500	140							80	856	\$103,400.00	
	Riverine, Pond, Tidal Wetland, Tidal Fringe, Tidal Mud Flats, Dune Swales)	S & B	BASIC			16	100	500	70							80	796	\$93,400.00	
	120.04.13. Seagrass Mitigation Site Planning and Permitting / Seagrass conceptual mitigation plan, mitigation design. Seagrass Mitigation Site Plan, Final Seagrass Compensatory Mitigation Plan, Seagrass Survey	S & B	BASIC			16	100	80	40							10	246	\$36,450.00	
	120.04.13.01. Mitigation Site Survey and Evaluation	S & B	BASIC			4	80	80	80							20	264	\$34,200.00	
	120.04.13.02. Mitigation Plan	S & B	BASIC			4	80	240	200							20	544	\$62,600.00	
	120.04.13.03. Mitigation Monitoring, Construction Monitoring and Post-Construction/Performance Monitoring NOTE: THIS WORK WILL BE DONE IN DESIGN PHASE OF PROJECT UNDER SUPPLEMENTAL WORK ORDER.	S & B	BASIC														0	\$0.00	
	120.05. Public Involvement	S & B	BASIC														0	\$0.00	
	120.05.01. Updated Project Coordination Plan / Project Coordination Plan, Updated Project Coordination Plans	S & B	BASIC			4	40	120				20				80	264	\$35,399.60	
	120.05.02. Public Involvement Plan / Public Involvement Plan, notices, meeting presentations	S & B	BASIC			4	40	120				4					168	\$22,599.92	
	120.05.03. Identify Affected Property Owners / ROE Request Packages, USFWS Form 3-1383-R (Research and Monitoring Special Use Permit Application)	S & B	BASIC														164	\$18,540.00	
	120.05.04. Conduct Public Hearing / Notice of Public Hearing (English & Spanish), Scripted Presentation, Comment Forms, Hearings, Elected Officials, Agency Coordination Letters, Public Hearing Summary, Public Comment Summary, Public Comment Response Matrix 120.05.05 FEIS/Notice of Availability	S & B	BASIC			16	80	300				16				40	80	\$61,899.68	
	120.05.06 -- Prepare for and Attend Technical Meetings or Workshops	S & B	BASIC			8	60	200				8				20	296	\$39,399.84	
	Sub Total (120 - SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT)			0	0	164	2,716	9,070	4,710	0	80	128	0	120	3,820	180	20,988	\$2,994,615.84	
150	FIELD SURVEYING AND PHOTOGRAMMETRY	S & B	SPECIAL			2											20	\$3,778.62	
	Horizontal and Vertical Control	S & B	SPECIAL			2											20	\$3,778.62	
	Staking for Environmental Investigations									16			110		120		248	\$34,385.54	

EXHIBIT D -- FEE ESTIMATE

FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	Env Scientist III	MAN-HOURS							ESTIMATED FEE	TOTALS
										RPLS	Engineer Structural	Engineer (V)	2-Man Survey Crew	Engineer (II)	Senior CADD	Secretary		
	Stake out Report in Excel	S & B	SPECIAL	0	0	4	0	0	0	3	0	0	120	0	16	19	\$2,484.07	
	Sub Total (150 - FIELD SURVEYING AND PHOTOGRAMMETRY)															287	\$40,649.13	
163	MISCELLANEOUS ROADWAY																	
	163.01 Miscellaneous - Funding Strategies	Ares	SPECIAL														\$120,000.00	
	163.01 Miscellaneous - Federal and State Stakeholders	ROL	SPECIAL														\$60,000.00	
	Sub Total (163 - MISCELLANEOUS ROADWAY)			0	0	0	0	0	0	0	0	0	0	0	0	0	\$180,000.00	
164	GENERAL COORDINATION																	
	a Project Manager (164) (4 hrs/week)	S & B	BASIC			416										416	\$114,400.00	
	b Project Secretary/CLERICAL (2 hrs/week)	S & B	BASIC	0	0	416	0	0	0	0	0	0	0	0	0	208	\$13,520.00	
	Total Hours			0	0	872	2,716	9,078	4,710	27	304	478	120	492	4,416	624	\$127,920.00	
	LABOR TOTALS																\$3,696,523.37	
	Total Hours	MULTIPLIER		0	0	872	2,716	9,078	4,710	27	304	478	120	492	4,416	404	\$3,696,523.37	
	CONTRACT RATES: (\$/MAN-HOUR)	3.7717		269.86	249.09	275.00	185.00	110.00	80.00	214.99	245.16	224.98	150.87	169.73	115.00	66.00		
	BASE RATES: (\$/MAN-HOUR)			79.53	66.26	72.91	49.05	29.17	23.86	57.00	65.00	59.65	40.00	45.00	30.49	17.23		
160	NON LABOR																	
	In-Person Project Meetings	S & B	SPECIAL - N															
	Travel - Lodging	S & B	SPECIAL - N															
	Travel - Meals	S & B	SPECIAL - N	Persons = 2		Nights = 1		Cost per Night =					20				\$4,800.00	
	Travel - Rental Vehicle	S & B	SPECIAL - N	Persons = 2		Days = 2		Cost per Day =									\$4,800.00	
	Field Investigations	S & B	SPECIAL - N					Rent/Gas per Day =									\$3,000.00	
	Travel - Lodging	S & B	SPECIAL - N	Persons = 2		Nights = 4		Cost per Night =					11				\$10,560.00	
	Travel - Meals	S & B	SPECIAL - N	Persons = 2		Days = 5		Cost per Day =									\$6,600.00	
	Travel - Rental Vehicle	S & B	SPECIAL - N	Persons = 2		Days = 5		Rent/Gas per Day =									\$11,000.00	
	Field Investigations by Type	S & B	SPECIAL - N	Wetland		1		SocioEconomic	1									
	Field Investigations by Type	S & B	SPECIAL - N	Noise		1		USACE Verification	1									
	Public Hearing	S & B	SPECIAL - N															
	Travel - Lodging	S & B	SPECIAL - N	Persons = 3		Nights = 2		Cost per Night =					1				\$720.00	
	Travel - Meals	S & B	SPECIAL - N	Persons = 3		Days = 3		Cost per Day =									\$540.00	
	Travel - Rental Vehicle	S & B	SPECIAL - N	Persons = 3		Days = 3		Rent/Gas per Day =									\$600.00	
	Agency Coordination In-Person Meetings	S & B	SPECIAL - N															
	Travel - Lodging	S & B	SPECIAL - N	Persons = 2		Nights = 2		Cost per Night =					14				\$6,720.00	
	Travel - Meals	S & B	SPECIAL - N	Persons = 2		Days = 3		Cost per Day =									\$5,040.00	
	Travel - Rental Vehicle	S & B	SPECIAL - N	Persons = 2		Days = 3		Rent/Gas per Day =									\$3,150.00	
	Coordination Meetings by Agency	S & B	SPECIAL - N	USFWS		3		Other =	6									
	Travel - Lodging	S & B	SPECIAL - N	Persons = 3		Nights = 2		Cost per Night =					1				\$720.00	
	Travel - Meals	S & B	SPECIAL - N	Persons = 3		Days = 3		Cost per Day =									\$540.00	
	Travel - Rental Vehicle	S & B	SPECIAL - N	Persons = 3		Days = 3		Rent/Gas per Day =									\$600.00	
	Field Surveying	S & B	SPECIAL - N															
	Travel - Lodging	S & B	SPECIAL - N	Persons = 2		Nights = 11		Cost per Night =									\$2,640.00	
	Travel - Meals	S & B	SPECIAL - N	Persons = 2		Days = 12		Cost per Day =									\$1,440.00	
	Travel - Mileage	S & B	SPECIAL - N	Mileage Rate =		Mile	1,470	Mileage Rate =									\$793.60	
	ATV Rental	S & B	SPECIAL - N			Week	3	Rent/Gas per Week =									\$2,250.00	
	Courier/Runner Service, Postage	S & B	SPECIAL - N														\$3,000.00	
	Exhibits For Public Hearing and Newspaper Advertisements	S & B	SPECIAL - N														\$3,000.00	
	Court Reporter (1 Public Hearing)	S & B	SPECIAL - N														\$0.00	
	Outside Reproduction, No Hard Copies, Electronic Files Only	S & B	SPECIAL - N														\$1,850.00	
	Hardcopy Materials (copies, paper, printing, for public hearing)	S & B	SPECIAL - N														\$4,000.00	
	Miscellaneous Mileage	S & B	SPECIAL - N														\$1,200.00	
	Boat Rental	S & B	SPECIAL - N														\$750.00	
	Rental of Sound Level Meters	S & B	SPECIAL - N														\$4,000.00	
	Equipment for Field Investigations (stakes, pin flags, flagging, etc.)	S & B	SPECIAL - N														\$1,200.00	
	Winter Safety Equipment (personal flotation devices, etc.)	S & B	SPECIAL - N														\$750.00	
	Media Storage Devices (CD, flash drive, etc.)	S & B	SPECIAL - N														\$4,000.00	
																	\$0.00	
																	\$50.00	

RGV ENVIRONMENTAL CONSULTANTS

PROPOSED BUDGET COSTS

The proposed labor budget is modified from the current GSA 899-1 Environmental Consulting Services labor category and Rate Schedule. The following cost estimate by Task/Service which includes labor, travel, equipment, and other costs to conduct the survey is proposed.

Task/Service	Labor Estimate* (people hrs)	Cost Estimate
1.0 EcIA SCOPING	48	\$13,780
1.1 Review of protocols & published literature		
1.2 Contacting relevant agencies and professionals		
1.3 Review of previous reports and data		
1.4 Initial site visit & survey planning/coordination		
2.0 EcIA FOCUSED INVESTIGATION	528	\$91,865
2.1. Seagrass Survey	(256)	
2.1.1 Field seagrass survey (labor & equipment use)		
2.1.2 Water quality survey (labor & equipment use)		
2.2 Analysis	(272)	
2.2.1 Seagrass analysis		
2.2.2 Seagrass habitat characterization and mapping (GIS)		
3.0 PROJECT MANAGEMENT & REPORTING		\$25,985
3.1 Project Administration & Associated Costs		
3.2 Project Reporting	40	
3.3 Field Survey Shadowing by S&B (2-3 people)		
TOTAL	616	\$131,630

Note: *Labor Estimate reflects the total sum of project team members at different rates.

COMPENSATION

We agree to complete the above defined services for an overall maximum lump sum fee of \$131,630 and is not to exceed without modification to the scope of services and authorization.

COST ESTIMATE

Table 1. Cost Estimate

TASK		COST
Task 1. Biological Assessment		
	Threatened and Endangered Species Surveys	\$19,758
	Review and Update Biological Assessment	\$105,851
	Agency Consultation	\$39,662
	Total Task 1	\$165,271
Task 2. Archeological Survey		
	Archeological Permitting and Agency Coordination	\$4,870
	Archeological Survey (Terrestrial)	\$33,031
	Archeological Survey (Marine)	\$33,609
	Report Preparation	\$16,912
	Total Task 2	\$88,422
Task 3. Historic Resources Identification and Evaluation		
	TxDOT Historic PCR	\$5,648
	Research Design	\$6,640
	Reconnaissance Survey and Report	\$10,861
	Total Task 3	\$23,149
PROJECT TOTAL		\$276,842



Professional Fee

	Sr. Economist	\$225.00
Task 1 - Cameron County Baseline Assessment	Hours	Fee
A) Compile Economic, Demographic, Economic Base and Land Use Information	40	
B) Review Third Party Forecasts of Relevant Variables	16	
C) Determine How Growth and Proposed Major Developments Influence Cameron County Growth Patterns	32	
D) Create Cameron County Population & Employment Forecast	40	
	128	\$28,800
Task 2 - Stakeholder Input & Interviews		
A) Meetings with Local Municipality Representatives	16	
B) Interview Cameron County Real Estate Developers and Business Leaders	16	
	32	\$7,200
Task 3 - Economic & Tax Impact of SPI Projects & Related Development		
A) Land Use Impact Surrounding each SPI Project	40	
B) Economic Impact for each Project	16	
C) Tax Revenue Impact for each Project	16	
D) Implications of each Project for South Padre Island and Cameron County	16	
	88	\$19,800
Task 4 - TnR Analysis Support & Census Tract Population & Employment Forecast		
A) General consulting support related to TnR Analysis	8	
B) Adjust model to account for new/modified Census Boundaries	8	
C) Update Cameron County Land Use Information by Census Tract	40	
D) Allocate Population and Employment Forecast	40	
E) Create Low, Medium, and High Scenarios	40	
	136	\$30,600
Task 5 - Document Preparation and Presentations		
A) Prepare Written Standalone Document	16	
B) CCRMA Presentations	16	
	32	\$7,200
Total Hours		
Direct Labor	416	\$93,600
Estimated Travel Costs	\$3,606	
Project Total	<u>\$97,206</u>	

- 3-O CONSIDERATION AND APPROVAL OF PEACOCK GENERAL
CONTRACTOR CHANGE ORDER NO. 1 FOR ALTERNATE NO. 1 AND
ALTERNATE NO. 2 FOR THE PEDRO “PETE” BENAVIDES PARK
PAVILION.**



AIA Document G701™ – 2017

Change Order

PROJECT: (Name and address) Cameron County Benavides Park Pavilion Brownsville, Texas	CONTRACT INFORMATION: Contract For: General Construction Date: January 20, 2022	CHANGE ORDER INFORMATION: Change Order Number: 01 to the Contract Date: March 23, 2022
OWNER: (Name and address) Cameron County Regional Mobility Authority 3461 Carmen Avenue Rancho Viejo, Texas 78575	ARCHITECT: (Name and address) Gomez Mendez Saenz, Inc. 1150 Paredes Line Rd. Brownsville, Texas 78521	CONTRACTOR: (Name and address) Peacock General Contractor, Inc. P.O. Box 530098 Harlingen, Texas 78553-0098

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR #3: Add Alternate No. 2 - Switchboard work: Cost of Work: \$41,088.50

The original Contract Sum was	\$ 645,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 645,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 41,088.50
The new Contract Sum including this Change Order will be	\$ 686,088.50

The Contract Time will be increased by One Hundred Twenty (120) days. The new date of Substantial Completion will be November 30, 2022

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Gomez Mendez Saenz, Inc.

Peacock General Contractor, Inc.

Cameron County Regional Mobility
Authority

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

SIGNATURE

SIGNATURE

SIGNATURE

Mr. Roan G. Gomez, AIA, Project
Architect

Tre Peacock

Frank Parker, Jr., Chairman

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

March 23, 2022

DATE

DATE



PEACOCK GENERAL CONTRACTORS, INC.

P.O. BOX 530098/801 E. GRIMES

HARLINGEN, TX 78553

CHANGE ORDER REQUEST #3

DATE: March 23, 2022

TO: GMS ARCHITECTS

ATTN: RUDY GOMEZ

FAX: (956)546-0196

FROM: TRE PEACOCK

RE: CAMERON COUNTY BENAVIDES PARK PAVILION

CHANGES: Alternate #2

Switchboard relocation (enclosure only)

Total: \$18,500.00

Additional 30 days

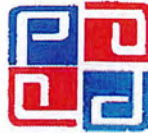
We are not responsible for damages to existing switchboard if switchboard comes apart during relocation due to the existing conditions.

Option:

Replacing switchboard if not able to relocate.

ADD: \$22,588.50

Additional 120 days



PEACOCK
GENERAL
CONTRACTORS, INC.

MEMO

Date: March 22, 2022
To: Rudy Gomez
Company: GMS Architects
Fax: 546-0196
Project: Cameron County Benavides Park Pavilion
Re: Rain Days

Rudy,

Due to rain we will need the following additional time on this project.

Rain Days - March 7th

Total of Rain Days: 1 day

If you have any questions, please contact our office.

**3-P CONSIDERATION AND APPROVAL PURCHASE 48VES CAMERAS AND 48
STROBES FROM KAPSCH FOR SH 550 TOLL ROAD.**

**3-Q DISCUSSION AND POSSIBLE ACTION REGARDING THE BACK-OFFICE
SYSTEM RULES.**

**CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY TOLL ROADS, INTERNATIONAL
BRIDGES, AND COASTAL PARKS BUSINESS RULES
DOCUMENT**



Revision #	Change Reason	Reviewer	QA Checked By	Status	Date Completed
1.0	Updated	Jeff Saurenmann		Complete	January 2019
2.0	Updating BR to match new Back Office System	Adrian Rincones	Adrian	Complete	July 16, 2019
3.0	Updating 2.0 changes BR(TP-001 to TP-047)			Complete	May 11, 2020
4.0	Update to 3.0 changes	Amy Bishop		Complete	August 23, 2021
4.1	Made Appendix updates	Amy Bishop		Complete	September 2, 2021
5.0	Updated BREQ-150	Lulu Mayorga		Complete	Board Approved December 16, 2021
6.0	Updated BREQ-62, 76,77,89,100	Lulu Mayorga		Complete	January 26, 2022 Pending Board Approval
7.0	Updated BR-53,74,103,289,293,296,297 Removed BR-102 & 134	Lulu Mayorga		Complete	March 11, 2022 Pending Board Approval

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Table 2: Table of Figures

No table of figures entries found.

Table 3: Revision History

Date	Version	Author(s)	Description of Modification(s)
December 2018	V 0.1	Fagan Consulting	Initial Draft The CCRMA
July 17, 2019	V0.2	CCRMA	Updates by CCRMA
May 11, 2020	V0.3	TollPlus	Updates by TollPlus
September 2021	V0.4	Fagan Consulting	Updates by Fagan Consulting
December 16, 2021	V0.5	CCRMA	Updates by CCRMA
January 26, 2022	V0.6	CCRMA	Updates by CCRMA
March 11, 2022	V0.7	CCRMA	Updates by CCRMA

Table 4: Document References

Document	Location
TBD	TBD

Table 5: Glossary

Term / Acronym	Description
Acknowledgement File	A file sent in response to a received file indicating a successful or unsuccessful file transfer based on verification of a file's characteristics such as file size, record count, and checksum value.
AVI	Automatic Vehicle Identification
AVI Antenna	Sensor placed at the lane that reads the Pharr-Reynosa County International Bridges and Coastal Parks tags / transponders
Bridge IOP Interface	The technical and procedural implementation of the Cameron County Regional Mobility Authority and Pharr-Reynosa County International Bridges and Coastal Parks Interlocal agreement
Bridge Authority Provider	An Authority that operates and maintains a customer service center that issues AVI transponders for electronic payment of AVI transactions.
Canopy Light	Red/Green light to indicate if a lane is open or closed
CCRMA	Cameron County Regional Mobility Authority
CCRMA BOS	Cameron County Regional Mobility Authority Back Office System, which handles processing for all SH 550 Pay by Mail transactions and account management for County International Bridges and Coastal Parks
CCRMA IPS	Cameron County Regional Mobility Authority Image Processing System, which handles State Highway 550 transactions
CCRMA TFH	CCRMA Toll Facility Host
CCRMA TCS	CCRMA Toll Collection System
Electronic Toll Collection	Method of cashless toll collection typically comprised of four subsystems: automatic vehicle classification (AVC), violation enforcement system (VES), automatic vehicle identification (AVI), and transaction processing, which includes a back office and customer service center. Mobile Pass uses an RFID card or key FOB.
Gate	Allows vehicle to exit toll lanes.
Home Authority (HA)	An Authority that issues transponders to patrons, owns and manages accounts associated with those

Section 1: Introduction and overview

	transponders, and posts transactions to those accounts.
Interface Control Document	Describes the relationship between two components of a system in terms of data items and messages passed, protocols observed, and timing and sequence of events.
Interlocal Agreement	A collaborative contract between agencies with the goal of providing more efficient, less costly public services
Island Traffic Signal	Signal light to indicate when a vehicle can exit a lane
Lane Controller	Computer in the toll lane that monitors all the lane's equipment and activities
Laser Curtain	Sensor that detects when a vehicle has passed by and identifies the end of a transaction
Manual Lane Terminal (MLT)	Interactive touch screen used in the toll booth to record and process transactions
OCR	Optical Character Recognition
Pay by Mail	Process by which customers traveling on CCRMA owned and operated toll roads receive a Toll Bill, and subsequent Notices of Toll Violations if payment is not made in full, based on their vehicle license plate and registered owner information.
Patron Fare Display	Indicates toll amount due, plus any information the customer needs to know about their Pharr-Reynosa International Bridge account; i.e. low balance
Toll Facility Host (TFH)	Facility management and administration system that processes transactions, and images if applicable, captured in the lane system.
Receipt Printer	Allows receipts to be printed
State Highway 550 (SH 550)	State Highway 550 (SH 550) is a limited access all electronic toll route around the northern and eastern edges of Brownsville, Texas, partly replacing and expanding FM 511 providing a new entry point for truck traffic to the Port of Brownsville as well as connecting I-69E and US 77/US 83 southeastward to FM 3248.
Tag Validation List (TVL)	A comprehensive list of transponders issued by each interoperable Authority (full).
Tag Validation List (TVL) Update	A list of Tag Validation List (TVL) changes since the last TVL Update or TVL (incremental).

Visited Authority

Any authority that is not the customer's Home Authority. The Visited Authority shall submit the transaction to the customer's Home Authority for posting.

1 INTRODUCTION AND OVERVIEW

The Business Rules for the Cameron County Regional Mobility Authority are presented for implementation in the CCRMA Toll Collection System (TCS). Business Rules may be revised by formal action of the Pharr-Reynosa International Staff and / or Bridge Board and Cameron County International Bridges and Coastal Parks. Revisions to this document may be necessary to address operational changes, changes in law that affect the CCRMA, or other changes initiated by the CCRMA management staff and approved by the CCRMA Board. As such, this is a living document that shall be updated as the business rules evolve in accordance with the changes in policy.

1.1 PURPOSE

The CCRMA Business Rules document defines the rules by which the CCRMA TCS shall operate and interact with the CCRMA Back Office System (BOS). It contains business rules that shall be translated into operational procedures as well as software system design.

Existing statewide Central United States Interoperability (CUSIOP) and Pay by Mail processes in use by CCRMA today shall not be altered by the business rules contained herein and are governed by CCRMA's existing BOS Business Rules and any Toll Transaction Processing Agreement with other agencies.



Section 2: Cameron County Regional Mobility Authority (CCRMA) Rules

Configurable parameters shall be enclosed in square brackets ([]).

2 CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (CCRMA) RULES

2.1 OPERATIONAL RULES

Table 6: CCRMA Operational Rules

ID	Rule
BREQ-1	<p>The standard hours of operation for toll collection at the SH-550 are [00:00] to [23:59], [Sunday through Saturday] (inclusive).</p> <p>Customer Service Center standard hours of operation for toll collection and customer payments are Monday through Friday, 8:00am-5:00pm.</p>
BREQ-2	There shall be at least one Maintenance Technician on call for emergency technical incidents occurring after normal work hours.
BREQ-3	General customer service inquiries and account related questions related to the use of the partner agency facility (bridge, parks) shall be directed to the CCRMA partner agency Customer Service Center (CSC).
BREQ-4	General customer service inquiries and account related questions (registration, management, etc.) related to the use of CCRMA Toll Road facilities shall be directed to the CCRMA TPS Customer Service Center (CSC).

2.2 CCRMA TOLL RATES AND VEHICLE CLASSIFICATION BUSINESS RULES

Table 7: Operational Rules

ID	Rule
BREQ-5	The system shall support an AVI Toll Rate based on axle count
BREQ-6	The system shall support a Pay-by-Mail Toll Rate based on axle count
BREQ-7	An "Axle Based" Vehicle classification methodology shall be used; a vehicle's axle count, as detected at the lane, shall determine the vehicle's classification.
BREQ-8	The CCRMA toll road facility toll rate schedule is set within the CCRMA Toll Facility Host (TFH).

Table 8: Operational Rules – SH550 Specific

ID	Rule
BREQ-9	A vehicle, such as an automobile, pick-up or motorcycle, having an axle count of two or less shall be identified as Class 2.
BREQ-10	A vehicle having an axle count of 3 shall be identified as Class 3.
BREQ-11	A vehicle having an axle count of 4 shall be identified as Class 4.
BREQ-12	A vehicle having an axle count of 5 shall be identified as Class 5.
BREQ-13	A vehicle having an axle count of 6 or greater shall be identified as Class 6.
BREQ-14	Current CCRMA SH550 toll rates provided in Appendix A

Table 9: Operational Rules – Bridges

ID	Rule
BREQ-15	A non-commercial vehicle, such as an automobile, pick-up or motorcycle, having an axle count of two or less shall be identified as Class 1.
BREQ-16	A commercial vehicle, such as an automobile, pick-up or motorcycle, having an axle count of two or less shall be identified as Class 2.
BREQ-17	A vehicle having an axle count of 3 shall be identified as Class 3.
BREQ-18	A vehicle having an axle count of 4 shall be identified as Class 4.
BREQ-19	A vehicle having an axle count of 5 shall be identified as Class 5.
BREQ-20	A vehicle having an axle count of 6 or greater shall be identified as Class 6.
BREQ-21	A vehicle such as a bus or recreational vehicle having an axle count of 2 shall be identified as Class 8.
BREQ-22	A Special Crossing vehicle, such as wide load or vehicle with multiple axles (ex. 15 axles) shall be identified as Class 11.
BREQ-23	Current CCRMA Bridge toll rates provided in Appendix A

2.3 IN-LANE

CCRMA shall utilize a combination of Automatic Vehicle Identification (AVI) tolling and Video based tolling for transactions occurring at CCRMA Toll Road facilities.

Table 10: In-Lane Business Rules

ID	Rule
BREQ-24	Tolling will be in effect 24 hours a day, seven days a week.
BREQ-25	All vehicles passing a gantry (detection point) in the lane shall be detected.
BREQ-26	A minimum of [1] frontal image(s) are captured and saved when a vehicle is detected.
BREQ-27	A minimum of [1] rear image(s) are captured and saved when a vehicle is detected.
BREQ-28	The default vehicle classification shall be the AVC classification.
BREQ-29	If AVC is degraded, the vehicle classification shall be the transponder class (if present), else Class 2.
BREQ-30	Vehicles with a properly mounted CCRMA (Fuego Tag), PRIB, or CUSIOP transponder with a valid Tag Validation List (TVL) status may have their home account charged for usage of CCRMA toll road facilities.
BREQ-31	If multiple transponders are read in the lane for 1 vehicle, and 1 transponder has a valid status, the valid transponder is picked as the transponder for billing and assigned to the transaction. Other transponders may be recorded but not processed as the billing transponder.
BREQ-32	<p>If multiple transponders are read in the lane for a single vehicle, and more than one transponder has a valid status per the most recent TVL, a single transponder is assigned to the transaction for billing based on the following hierarchy:</p> <ol style="list-style-type: none"> 1. Valid CCRMA (Fuego Tag) transponders 2. Valid PRIB transponders 3. Valid CUSIOP transponders <p>CCRMA transactions not eligible for processing by a valid transponder are eligible for further processing by license plate.</p>

ID	Rule
BREQ-33	CCRMA shall process transactions with no valid transponder utilizing the imaged based tolling process based on the following hierarchy: <ul style="list-style-type: none"> - Exempt Vehicles - CCRMA accounts - PRIB accounts - CUSIOP accounts - CCRMA Pay by Mail accounts (if no plate match to any of the above)
BREQ-34	The Toll Rate charged when the lane is closed shall be [\$0.00].
BREQ-35	Tag reads that cannot be associated with a vehicle are recorded but not processed as a transaction.
BREQ-36	All vehicles using a CCRMA toll road facility, which does not qualify to be toll exempt shall be charged a toll.
BREQ-37	Vehicles that use a CCRMA Toll Facility without a transponder or license plate associated to a CCRMA, PRIB, or CUSIOP account are subject to Pay-by-Mail processing.

2.4 HOST TRANSACTION PROCESSING

Table 11: Host Transaction Processing Business Rules

ID	Rule
BREQ-38	Exemption from Toll Payment Policy: <ul style="list-style-type: none"> • In accordance with CCRMA policies, CCRMA shall allow exemptions for emergency and military vehicles, public transit vehicles, eligible disabled veterans, in accordance with CCRMA Toll Collection Operations Policy found in the following document: https://ccrma.org/wp-content/uploads/2018/07/CCRMA-Toll-Collection-Operations-Policies-Revised-9-8-16.pdf.
BREQ-39	Valid transponder transactions must have a rejected disposition from the home agency before being sent to image review.
BREQ-40	The TFH should wait [48 hours] for a disposition from the CUSIOP before alerting CCRMA of a potential problem

Section 2: Cameron County Regional Mobility Authority (CCRMA) Rules

ID	Rule
BREQ-41	The TFH should wait [15 days] for a disposition from the CCRMA Image Processing System (IPS) before alerting CCRMA of a potential problem
BREQ-42	The TFH shall store images in accordance with CCRMA's data retention policy.
BREQ-43	The TFH shall support an exempt vehicle list maintained within the TFH so that vehicles, in accordance with the CCRMA's toll exempt policies.
BREQ-44	Transactions must be sent to the CCRMA BOS within [15 days] for processing.

2.5 PHARR-REYNOSA INTERNATIONAL BRIDGE (PRIB) INTEROPERABILITY TRANSACTION PROCESSING

Table 12: PRIB Interoperability Transaction Processing Business Rules

ID	Rule
BREQ-45	The CCRMA currently has an interoperable agreement with the Pharr International Bridge PRIB tags. This interoperability is a one-way interoperability wherein the PRIB tags are accepted on CCRMA facilities and charged to PRIB prepaid accounts held in Pharr Back office. More information is available in the CCRMA/Pharr Business Rules.
BREQ-46	Ability to include CCRMA Issuance Tags in the same TVL file by merging with PHARR TVL file and share to the host system
BREQ-47	Ability to split the transaction file received from the Host based on the agency and share to the PHARR and CCRMA
BREQ-48	Ability to merge the reconciliation files of PHARR and CCRMA and share to the host system

2.6 OTHER PROJECT INTEROPERABILITY TRANSACTION PROCESSING

Table 13: Interoperability Transaction Processing Business Rules

ID	Rule
BREQ-49	Bridges Payment Handling: Registered customers payments are collected at bridges should be sent to BOS system. Separate ICD to be provided for them.
BREQ-50	Ability to provide the pass details to the parks host system and do the balance inquiry real time.
BREQ-51	Ability to share the bulk and differential TVL files for parks and bridges lane system based on the customer balance.
BREQ-52	Ability to receive Daily Pass transactions from the Park lane system and post them to the respective customers
BREQ-53	Ability to receive Tags/Mobile Pass transactions from the Bridges and post them to the respective customers

2.7 CCRMA IMAGE PROCESSING BUSINESS RULES

Table 14: Image Processing Business Rules

ID	Rule
BREQ-54	The first image review within the IPS shall be by Optical Character Recognition (OCR) software.
BREQ-55	[>95%] OCR confidence value required to bypass manual image review.
BREQ-56	[85% to 95%] OCR confidence value required for one manual review.
BREQ-57	A second manual review will be required if the first human review and OCR plate value are not the same.
BREQ-58	[<70%] OCR confidence value required for a double-blind manual review.
BREQ-59	A third manual review will be required if the first and second double-blind manual review plate values are not the same.
BREQ-60	All images entering the manual Image Review process may be reviewed and validated by a human reviewer, unless constraints mandate a code off (e.g., image too long in image review, maximum number of reviews reached).
BREQ-61	Maximum number of time an image requires a manual review, before Code Off: [4]
BREQ-62	Maximum number of days an image should be in the IPS, before code off: [20] (Operational requirement)
BREQ-63	The manual image review process may require a double-blind human review.
BREQ-64	Minimum number of times an image may be manually reviewed, before Code Off: [3]
BREQ-65	Number of times an image review must match to OCR results and/or a previous human review, before the review is accepted: [1]

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ID	Rule
BREQ-66	At any time prior to code off a user with proper IPS permissions (e.g., supervisor) may override previous image review(s) and the review will be accepted.
BREQ-67	A human reviewer may flag an image for review by a user with specific permissions (e.g., supervisor).
BREQ-68	For any image that is not readable, the human reviewer may reject an image with an appropriate Code Off reason. Code Off reasons represent a terminal state.
BREQ-69	The IPS will not be able to automatically “code off” any transaction.
BREQ-70	After Image Review, rejected images (a.k.a. “code offs”) shall not be pursued further.
BREQ-71	Equipment Image “Code Off” reasons allowed during human image review: <ul style="list-style-type: none"> - Camera Issue - Image Quality
BREQ-72	Vehicle Image “Code Off” reasons allowed during human image review: <ul style="list-style-type: none"> - Exempt Vehicle - Temp Plate - Unreadable plate - Out of Country

2.8 CCRMA ACCOUNT (FUEGO TAG)

Table 13: CCRMA Account Business Rules

ID	Rule
BREQ-73	<p>Accounts are categorized as one of the following types:</p> <ul style="list-style-type: none"> • Commercial • Individual
BREQ-74	<p>Valid accounts are eligible for use of the following account electronic toll collection modes, when referred to collectively in this document shall be “<u>ETC Modes</u>”</p> <ul style="list-style-type: none"> • CCRMA Transponder/Tag (6C/Headlamp/Specialty) • CCRMA Mobile Pass (RFID Card/FOB) • Passes (Daily/Monthly/Annual) (Regular/Veteran/Disabled Veteran) <p>Note: Passes can only be associated with 6C tags</p>
BREQ-75	<p>Valid accounts shall have the option to be assigned one of the following attributes:</p> <ul style="list-style-type: none"> • Standard Account (PrePaid) • Non-Revenue Default - CCRMA facilities only. NOTE: Non-Revenue on other facilities shall be available at the account level by selection. • Zero Balance Account - Post Paid account, for Commercial customers, with traffic on the 550 roadway.
BREQ-76	<p>Individual Accounts may have a maximum of [100] vehicles for each account. Commercial accounts may have a maximum of [100,000] vehicles for each account.</p>
BREQ-77	<p>Accounts are active and assigned an account number when the following required information is entered:</p> <ul style="list-style-type: none"> • Business Name (If commercial) • Individual Name (If Individual) • Business/Individual Address • Business/Individual Phone number • Primary email address • Minimum Deposit (with the exception of Zero Balance Accounts) • <i>Vehicle, Transponder, and/or Mobile Pass added (operational only and may not apply for a zero balance account).</i>
BREQ-78	<p>Commercial and Individual CCRMA Accounts shall require a configurable prepaid deposit. Deposit may be overridden for Zero Balance accounts.</p>

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BREQ-79	Commercial account initial deposit shall be [\$100.00] . Deposit amount is tied to account type and not the number of vehicles on the account.
BREQ-80	Individual account initial deposit shall be [\$15.00] . Deposit amount is tied to account type and not the number of vehicles on the account.
BREQ-81	CCRMA Accounts shall have the following balance thresholds: <ul style="list-style-type: none"> • Low Balance - Low balance serves as the notification trigger for customers as well as the auto replenishment trigger for the account. • Minimum Balance - Minimum balance serves as the notification trigger for customers as well as the threshold in which the account becomes invalid for transaction processing
BREQ-82	An authorized CSR may manually adjust the required initial deposit for CCRMA accounts.
BREQ-83	Default low balance threshold for a prepaid Commercial Account is [\$50.00]
BREQ-84	Default low balance threshold for a prepaid Individual Account is [\$5.00]
BREQ-85	The default minimum balance for a Commercial Account is [\$0.00]
BREQ-86	The default minimum balance for an Individual Account is [\$0.00]
BREQ-87	The low balance threshold may be set to any amount greater than the minimum balance limit.
BREQ-88	If the replenishment method for customer is cash the customer will receive [1] email and or [1] text message alert per business day when the low balance threshold is reached.
BREQ-89	If the replenishment method for customer is card, the BOS shall attempt an account replenishment when the low balance threshold is reached. Customer will receive email notification with auto replenishment success or failure.
BREQ-90	The customer will receive an email alert and or a text message when the minimum balance threshold is reached and account <u>ETC Modes</u> shall become invalid for non-home agencies.
BREQ-91	A prepaid payment is not required for accounts without vehicles (i.e. Zero Balance Accounts)
BREQ-92	The default automatic replenishment amount is [\$100] for a prepaid Commercial Account
BREQ-93	The default automatic replenishment amount is [\$15] for a prepaid Individual Account
BREQ-94	An authorized CSR may manually adjust the replenishment amount for any account type
BREQ-95	Accounts with a valid credit card are eligible for auto replenishment
BREQ-96	Transponder fees are waived for customers with auto replenishment
BREQ-97	A transponder fee of [\$5] is charged for transponders issued to cash customers

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BREQ-98	Transponders shall be required for individual account vehicles.
BREQ-99	Transponders shall be optional for commercial account vehicles.
BREQ-100	<p>A transponder fee of [\$0] is charged for replacement (due to manufacturer damage) transponders.</p> <p>A transponder fee of [\$5] is charged for replacement transponders for non-manufacture damage and is a cash customer.</p> <p>A transponder fee of [\$0] is charged for lost transponders for auto replenishment customer.</p> <p>A transponder fee of [\$5] is charged for lost transponders for cash customer.</p>
BREQ-101	A mobile pass fee of [\$xx] is charged for every newly issued and replacement mobile pass
BREQ-102	A CSR may waive the fee(s) for newly issued and replacement Transponder/Mobile Pass
BREQ-103	<u>ETC Modes</u> are considered in “low balance” status if the account balance is less than the low balance threshold <u>and</u> greater than the minimum balance limit.
BREQ-104	For Zero Balance Accounts, an authorized CSR may set the negative balance to an amount up to negative \$100,000 (-\$100,000).
BREQ-105	<p>Accepted payment methods for manual account replenishment payments are the following:</p> <ul style="list-style-type: none"> • Cash • Check • Credit Card • Money Order • Debit Card • ACH Payment • Cashier Check
BREQ-106	<p>Accepted forms of credit card are the following:</p> <ul style="list-style-type: none"> • American Express • Discover • MasterCard • Visa
BREQ-107	Apply a credit card processing fee of [0%] for credit card transactions.
BREQ-108	An authorized CSR may apply a Non-sufficient funds (NSF) fee of [\$35] for returned checks

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BREQ-109	Customers shall receive a confirmation alert via email for all failed and successful automatic replenishment attempts
BREQ-110	Each contact username shall default to the user email address with the ability to modify
BREQ-111	All accounts shall support US, Mexico, or Canada as the Country for each address type
BREQ-112	All CCRMA accounts shall support a primary and secondary email address
BREQ-113	Both Primary and Secondary email addresses shall receive account communications
BREQ-114	All accounts require a minimum of one valid email address
BREQ-115	All accounts shall require electronic email correspondence.
BREQ-116	CCRMA accounts shall have option to opt in for text message alerts. Text message alerts shall default to Mobile Phone when customer opts in to receive alerts.
BREQ-117	<p>All accounts shall support the following Phone number types:</p> <ul style="list-style-type: none"> • Mobile Phone • Work Phone (including extension)
BREQ-118	Each account shall have the ability to subscribe to specific correspondence / newsletters
BREQ-119	<p>Account Preferences for customer related emails and mailed correspondence</p> <ul style="list-style-type: none"> • Language preference can be English/Spanish
BREQ-120	<p>All CCRMA accounts shall have one of the following Account statuses:</p> <ul style="list-style-type: none"> • Active (Account is open and accepting transactions to post.) • Closed (Account is in a closed status after being sent to collection or at customer request and pending closed wait period has elapsed.) • Negative Balance (Account status shall trigger Payment Modes to invalid and shall not be allowed for payment at partnering agencies. CCRMA transactions shall be allowed to post for [90] days in this status. • Pending Closed (A Transit status between Active and Closed. It triggers payment modes to become invalid. For [10] days it will allow older or pending transactions to post to account) • Inactive (A status in which the account has not been active for [365] days with no transactions posting. Account shall remain in Inactive status for a period of [365] days before moving to pending closed status or refund request status)

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	<ul style="list-style-type: none"> Refund Request (Status given when the account is being Closed with a balance > \$[0].) Collection Pending (Status when the account balance has been negative for [90] or more days and is awaiting being sent to collections. License plates, transponders, and passes are end dated on the account and no other transactions shall post to the account.) Collection (Status when the account has been sent to collection and awaiting collection acceptance.)
BREQ-121	Any CCRMA account in Negative Balance status for a period of [90] days shall move to a Collection Pending status and automatically end date all license plates, transponders and passes on the account preventing new transactions from posting.
BREQ-122	A CCRMA account in Inactive status is eligible for posting new transactions and automatically returns to Active status when a financial transaction occurs.
BREQ-123	A CCRMA account in Negative Balance status is eligible for posting of additional tolls from CCRMA owned toll facilities.
BREQ-124	Any account in Pending Closed Status for a period of [10 days] is updated to Closed status automatically by the BOS. If the account balance > \$0.00 the account shall enter Refund Request Status.
BREQ-125	Any account with a negative balance may not be updated to Inactive.
BREQ-126	<p>Tolls are able to post to CCRMA Transponder Accounts with the following statuses:</p> <ul style="list-style-type: none"> Active Inactive Pending Closed Low Balance Negative Balance (only CCRMA toll facilities and others designated by CCRMA see BREQ-138)
BREQ-127	CCRMA Transponder accounts with Closed status may not be reopened or made Active.
BREQ-128	CCRMA Transponder accounts with Inactive and Refund Request statuses may be made Active by an Authorized CSR or by the posting of a toll trip or transaction.
BREQ-129	All CCRMA Accounts shall support the following vehicle information:

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	<ul style="list-style-type: none"> • License plate number (required) • License plate country (required) <ul style="list-style-type: none"> ○ US, Canada, Mexico • License plate state (required) • Numero Economico (optional) • Vehicle year (optional) • Vehicle make (optional) • Vehicle model (optional) • Start effective date / time (HH:MM) (optional) • End effective date / time (HH:MM) (optional) <p>NOTE: If no date entered, then the system applies the current date for the start date and end date is set based upon the Maximum Vehicle End Effective Date (system configurable value).</p>
BREQ-130	Multiple transponders may be associated with a single CCRMA account, but each transponder may only be associated with a single vehicle.
BREQ-131	Transponder to License Plate relationship is one-to-one.
BREQ-132	Multiple Mobile Passes may be associated with a single CCRMA account. A mobile pass does not require a relationship to a License Plate.
BREQ-133	Vehicles on PBM accounts with an outstanding balance shall be required to pay the balance prior to creating a new Account
BREQ-134	<p>Provision for Auto fulfillment of tags (6C/Mobile Passes) If Shipment by Post option is selected, tags should automatically be assigned by the system. Tag issuance letter should go along with the tags via physical mail.</p> <p>System should not send any physical mail if the address is non-domestic (Ex: Mexico). Pick-up option to be available by the customers in such cases from the central customer service center (Main office)</p>
BREQ-135	System to display MX and CN in the state field respectively for MEXICO and CANADA while managing vehicles and addresses.
BREQ-136	An Account should be treated as a Negative Balance account when the account balance is less than zero.
BREQ-137	<p>Park users will have the below passes:</p> <p>Daily Pass: Buying this pass allows the customer to travel any number of times for the day. This pass can be bought directly at the lane system.</p> <p>30-Day Pass: Ability to assign 30 days pass for the customer and generate a pass receipt.</p>

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	<p>Annual pass: Ability to assign Annual pass for the customer and generate a pass receipt.</p> <p>RV Pass: RV passes have a flexible date range, and zero toll amount is collected when a vehicle with the pass crosses the toll plaza but the Pass receipt should be generated.</p> <p>30-Day and Annual Pass should be available for regular and veteran/disabled veteran. Veteran/disabled veteran receive passes with a [50%] off discount.</p> <p>Note: When opening a new prepaid account, existing park passes are added to the account without being charged.</p>																				
BREQ-138	The system allows the approved user to modify/edit license plates of existing vehicles with assigned tags																				
BREQ-139	Notifications shall be sent to the customer when the following occurs: - when account balance reaches the low balance threshold -when account balance falls below the defined minimum balance - when account balance is negative notify at 30, 45, 60 and 75 days.																				
BREQ-140	The system shall send customer details to the collection agency if the customer has at least one unpaid trip. Collection fee shall be applied to the account when moving from collection pending to collections stage. A final statement shall be generated and communicated to the customer from the Collections team.																				
BREQ-141	Ability to generate monthly statement and mail to the customer including all home agency trip amounts, bridges toll amounts, parks toll amounts, payments/credits, Other charges, previous balance and new balance in the duration.																				
BREQ-142	<p>BOS shall allow transponders to have one of the following statuses:</p> <table><tr><th>BOS Transponder Status</th><th>Bulk Transponder TVL Status ^{1,2}</th><th>Differential Transponder TVL status</th><th>Prepaid Balance (at time of TVL generation)</th></tr><tr><td>Valid</td><td>“V”</td><td>“V”</td><td>Greater than Low balance threshold</td></tr><tr><td>Lost</td><td>omitted</td><td>“I”</td><td>Any</td></tr><tr><td>Stolen</td><td>omitted</td><td>“I”</td><td>Any</td></tr><tr><td>Damaged / Defective</td><td>omitted</td><td>“I”</td><td>Any</td></tr></table>	BOS Transponder Status	Bulk Transponder TVL Status ^{1,2}	Differential Transponder TVL status	Prepaid Balance (at time of TVL generation)	Valid	“V”	“V”	Greater than Low balance threshold	Lost	omitted	“I”	Any	Stolen	omitted	“I”	Any	Damaged / Defective	omitted	“I”	Any
BOS Transponder Status	Bulk Transponder TVL Status ^{1,2}	Differential Transponder TVL status	Prepaid Balance (at time of TVL generation)																		
Valid	“V”	“V”	Greater than Low balance threshold																		
Lost	omitted	“I”	Any																		
Stolen	omitted	“I”	Any																		
Damaged / Defective	omitted	“I”	Any																		

¹ Omitting a tag from a Bulk TVL automatically makes the tag invalid.

² (V) Valid: applies to both Bulk and Differential TVL

(Z) Zero/Negative Balance/Low Balance: applies to both Bulk and Differential TVL

(I) Invalid: only used for Differential TVL



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	Low Balance	"Z"	"Z"	Less than Low balance threshold, greater than negative balance limit ³
	Zero/Negative balance	"Z"	"Z"	Less than or equal to negative balance limit
	Inactive	omitted	"V"	Any

³ Negative balance limit is \$0.00 by default but may be adjusted to any amount up to (-\$100,000) by an authorized user.

2.9 PAY-BY-MAIL

Table 14: Pay-by-Mail Business Rules

ID	Rule
BREQ-143	Transactions with unknown record types shall be rejected by the Pay-by-Mail process.
BREQ-144	Transactions with an authority code that does not match the file's header record shall be rejected by the Toll Bill process.
BREQ-145	Duplicate transactions shall be rejected by the Toll Bill process.
BREQ-146	Vehicles that use a facility without a valid transponder may be subject to Toll Bill toll rates and Pay-by-Mail processing.
BREQ-147	Transactions containing License Plates with less than [4] characters shall be rejected in the Toll Bill process.
BREQ-148	Transactions greater than [120 days] shall be rejected in the Toll Bill process.
BREQ-149	\$0 Transactions shall not be processed to a Toll Bill
BREQ-150	A "First-Time User" is a user that has not previously incurred tolls on CCRMA operated toll facilities
BREQ-151	Attempts are made to find a match against the Texas Department of Motor Vehicles (DMV) database [1] once per day
BREQ-152	A maximum of [60] attempts are made to find a match against the Texas DMV database
BREQ-153	In-State transactions where an owner cannot be located within or equal to [60] days from the transaction date shall not be pursued.
BREQ-154	<p>Use the Renewal Recipient Address as the primary mailing address when provided. If no Renewal Recipient Address is present, then base the mailing address on the following conditions.</p> <ul style="list-style-type: none"> Owner Name & Renewal Name & Address are the SAME: USE Owner Name & Address Owner Name & Renewal Name SAME & Renewal Address DIFFERENT: USE Owner Name & Renewal Address Owner Name & Renewal Name DIFFERENT & Renewal Address is the SAME: USE Owner Name & Address Owner Name & Renewal Name DIFFERENT & Address is DIFFERENT: USE Renewal Name & Address Owner Name & NO Renewal Name & Renewal Address is DIFFERENT: USE Owner Name & Renewal Address
BREQ-155	Video Transactions shall be compared against the Exempt Vehicle database and not processed onto a Toll Bill if there is a match.
BREQ-156	<p>Overpayments are applied to the next Toll Bill generated on the same license plate.</p> <p>NOTE: The overpayment shall remain on the account up to 30 days.</p>

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ID	Rule
BREQ-157	Allowable payment methods: <ul style="list-style-type: none"> - Cash - Check - Money Order - Cashier's Check - ACH - Swipe - American Express - Discover - MasterCard - Visa
BREQ-158	NSF fee of [\$35.00] is applied to the customer account for insufficient funds
BREQ-159	Allow the CSR user to adjust the trip amount to the AVI amount
BREQ-160	Allow the CSR user to link PBM trips to the Registered account
BREQ-161	System allows the CSR user to view multiple address responses from the OOSP DMV to aid in identifying the correct owner.
BREQ-162	System shall include a credit card processing fee of [0%] for all credit card transactions

2.9.1 TOLL BILL PROCESSING

Table 15: Toll Bill Processing Business Rules

ID	Rule
BREQ-163	A Toll Bill will be issued for transactions where the vehicle is identified by license plate or transponder and a valid account does not exist to which the toll may be posted.
BREQ-164	Total amount of toll transactions required for a Toll Bill to be issued for the billing cycle is [1 or greater]
BREQ-165	Minimum number of Tolls required to produce a Toll Bill is [1]
BREQ-166	Maximum number of Tolls on a single Toll Bill is [1000]
BREQ-167	Maximum number of license plates invoiced on one Toll Bill is [1]
BREQ-168	If the minimum number of transactions required to produce a Toll Bill has been met, then for a given license plate, a Toll Bill shall be generated every 15 days from the date of the last Toll Bill for that license plate, or as soon after 15 days that the minimum number of transactions has been met.
BREQ-169	Toll Bill Processing Fee (for each Toll Bill generated) is [\$1.00]
BREQ-170	The “Due Date” (Balance Due Date) will be printed on the Toll Bill.
BREQ-171	Value for the “Due Date” calculated by a number of days from the creation date of the Toll Bill is [33] days
BREQ-172	“Grace Period” value for the Toll Bill, which is a number of days within which payment may be received after the “Due Date” before any further actions are taken or penalties applied is [5] days
BREQ-173	An option shall be provided online for customer to opt in for emailed notices. The option to opt in shall be provided at the time of logging into the website to pay for a toll bill. If the customer opts in, the email address shall be stored, and future toll bills shall be emailed versus mailed.
BREQ-174	An option shall be provided online to the customer to opt in for text message notifications for when a toll bill is available for payment. The option to opt in and store a mobile number shall be provided at the time of logging into the website to pay for a toll bill.

2.9.2 NOTICE OF TOLL VIOLATION PROCESSING

Table 16: Notice of Toll Violation Business Rules

ID	Rule
BREQ-175	The Next Step in the processing (after Toll Bill), if full payment is not received, is the Notice of Toll Violation.
BREQ-176	If a Toll Bill is not paid in full and reaches the next step in processing, any unpaid Tolls and / or Fees shall be listed on the Notice of Toll Violation.
BREQ-177	Maximum number of toll transactions on a single Notice of Toll Violation is [1000]
BREQ-178	Maximum number of license plates invoiced on one Notice of Toll Violation is [1]
BREQ-179	The Notice of Toll Violation will contain the most legible image of the vehicle license plate, but may contain multiple transactions
BREQ-180	Notice of Toll Violation Processing Fee (an administrative fee for each Notice of Toll Violation generated) is [\$15.00]
BREQ-181	The “Due Date” (Balance Due Date) will be printed on the Notice of Toll Violation.
BREQ-182	Value for the “Due Date” calculated by a number of days from the creation date of the Notice of Toll Violation is [33] days
BREQ-183	“Grace Period” value for the Notice of Toll Violation, which is a number of days within which payment may be received after the “Due Date” before any further actions are taken or penalties applied is [5] days
BREQ-184	An option shall be provided online for customer to opt in for emailed notices. The option to opt in shall be provided at the time of logging into the website to pay for notice. If the customer opts in, the email address shall be stored, and future notices shall be emailed versus mailed.
BREQ-185	An option shall be provided online to the customer to opt in for text message notification for when a notice is available for payment. The option to opt in and store a mobile number shall be provided at the time of logging into the website to pay for a notice.

2.9.3 SECOND NOTICE OF TOLL VIOLATION PROCESSING

Table 17: Second Notice of Toll Violation Business Rules

ID	Rule
BREQ-186	The Next Step in the processing (after Notice of Toll Violation), if full payment is not received, is the Second Notice of Toll Violation.
BREQ-187	If a Notice of Toll Violation is not paid in full and reaches the next step in processing, any amount not paid in full, and the associated unpaid transactions shall be listed on the next notice iteration in the process.
BREQ-188	Maximum number of toll transactions on a single Second Notice of Toll Violation is [1000]
BREQ-189	Maximum number of license plates invoiced on one Second Notice of Toll Violation is [1]
BREQ-190	The Second Notice of Toll Violation will contain the most legible image of the vehicle license plate, but may contain multiple transactions

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BREQ-191	The Second Notice of Toll Violation Processing Fee (an administrative fee for each Notice of Toll Violation generated) is [\$15.00]
BREQ-192	The Second Notice of Toll Violation Processing Fee shall be waived automatically by the system for First-Time Users
BREQ-193	A “Due Date” (Balance Due Date) will be printed on the Second Notice of Toll Violation.
BREQ-194	Value for the “Due Date” calculated by a number of days from the creation date of the Second Notice of Toll Violation is [33] days
BREQ-195	A “Grace Period” value for the Second Notice of Toll Violation, which is a number of days within which payment may be received before any further actions are taken or penalties applied is [5] days
BREQ-196	An option shall be provided online for customer to opt in for emailed notices. The option to opt in shall be provided at the time of logging into the website to pay for notice. If the customer opts in, the email address shall be stored, and future notices shall be emailed versus mailed.
BREQ-197	An option shall be provided online to the customer to opt in for text message notification for when a notice is available for payment. The option to opt in and store a mobile number shall be provided at the time of logging into the website to pay for a notice.

2.9.4 FINAL NOTICE OF TOLL VIOLATION PROCESSING

Table 18: Final Notice of Toll Violation

ID	Rule
BREQ-198	If a Second Notice of Toll Violation is not paid in full and reaches the next step in processing, any amount not paid in full, and the associated unpaid transactions shall be listed on the next notice iteration in the process.
BREQ-199	The Next Step in the processing (after Second Notice of Toll Violation), if full payment is not received, is the Final Notice of Toll Violation.
BREQ-200	Maximum number of toll transactions on a single Final Notice of Toll Violation is [1000]
BREQ-201	Maximum number of license plates invoiced on one Final Notice of Toll Violation is [1]
BREQ-202	The Final Notice of Toll Violation will contain the most legible image of the vehicle license plate, but may contain multiple transactions
BREQ-203	Final Notice of Toll Violation Processing Fee (an administrative fee for each Final Notice of Toll Violation generated) is [\$30.00]
BREQ-204	The Final Notice of Toll Violation Processing Fee shall be waived automatically by the system for First-Time Users.
BREQ-205	A “Due Date” (Balance Due Date) will be printed on the Final Notice of Toll Violation.
BREQ-206	Value for the “Due Date” calculated by a number of days from the creation date of the Final Notice of Toll Violation is [33] days
BREQ-207	A “Grace Period” value for the Final Notice of Toll Violation, which is a number of days after the “Due Date” within which payment may be received, before any further actions are taken or penalties applied is [5] days

Section 2: Cameron County Regional Mobility Authority (CCRMA) Rules

BREQ-208	Next step in the collections process (after Final Notice of Toll Violation) if full payment is not received shall be the Court Selection process.
BREQ-209	An option shall be provided online for customer to opt in for emailed notices. The option to opt in shall be provided at the time of logging into the website to pay for a notice. If the customer opts in, the email address shall be stored, and future notices shall be emailed versus mailed.
BREQ-210	An option shall be provided online to the customer to opt in for text message notification for when a notice is available for payment. The option to opt in and store a mobile number shall be provided at the time of logging into the website to pay for a notice.

2.9.5 COURT SELECTION AND COURT PROCESSING RULES

Table 21: Court Selection (Pre-Court Process) Business Rules

ID	Rule
BREQ-211	Customers may be manually selected for the Court Selection Process by authorized users.
BREQ-212	Customers chosen in the Court Selection Process shall be referred to as "Pre-court Customers".
BREQ-213	Customers chosen for the Court Selection Process shall be selected by amount of outstanding tolls.
BREQ-214	Customers are chosen [Monthly] for the Court Selection Process
BREQ-215	[\$2.01] is the minimum amount of tolls outstanding required for Customers selected for Court Group 1
BREQ-216	[\$99.99] is the maximum amount of tolls outstanding required for customers selected to Court Group 1
BREQ-217	[TBD] is the number of customers randomly selected to Court Group 1
BREQ-218	[\$100] is the minimum amount of tolls outstanding required for Customers selected for Court Group 2
BREQ-219	[\$249.99] is the maximum amount of tolls outstanding required for customers selected to Court Group 2
BREQ-220	[TBD] is the number of customers randomly selected to Court Group 2
BREQ-221	[\$250] is the minimum amount of tolls outstanding required for Customers selected for Court Group 3
BREQ-222	[Unlimited] is the maximum amount of tolls outstanding required for customers selected to Court Group 3
BREQ-223	[TBD] is the number of customers randomly selected to Court Group 3
BREQ-224	[0] is the number of days referred to as the "Active Collection Period".
BREQ-225	The Active Collection Period starts when the customer is selected as a Pre-Court Customer.
BREQ-226	[1] is the total number of tolls required to use skip tracing If customer phone number is not known:
BREQ-227	If the owner of the vehicle is a company, as identified by the Texas Vehicle Title & Registration (VTR) or skip tracing, the registered agent address shall be identified using the State Corporation Commission.
BREQ-228	Just prior to sending to court, a Last Chance Letter is generated and sent to customer with the opportunity to pay outstanding amount owed.
BREQ-229	If a registered agent is located, the Last Chance Letter shall be sent to the registered agent as well as the registered owner of the vehicle.
BREQ-230	[20] is the number of days allowed for the customer to respond to the Last Chance Letter before sending to court:

Section 2: Cameron County Regional Mobility Authority (CCRMA) Rules

BREQ-231	The company name listed with the VTR database for commercial customers, is the name sent to court.
BREQ-232	Court evidence packets are prepared for every Pre-Court Customer that has a minimum amount of outstanding tolls due required for court at the end of the Active Collection.
BREQ-233	[30] is the number of days after the summons is prepared and the court case becomes live if there is no response from the Court Selected customer.
BREQ-234	If there is no response to the Summons, an Arrest Warrant is generated and sent to the Customer by the JP Court.
BREQ-235	[730] days from the date the transaction occurred at the lane is the maximum age of a transaction that can be sent to court.
BREQ-236	[1] license plate is the number of notices sent to court at a time with the complete pending license plate balance
BREQ-237	[\$XX] is the maximum amount sent to court at a time per commercial account
BREQ-238	[\$28.30] is the Court Administrative Fee amount CCRMA will add to the amount owed The court administrative fee consists of costs incurred for evidence packet preparation and VTR and / or skip-tracing look-ups.
BREQ-239	The Court Evidence Packet shall, at a minimum, consist of the following items: <ul style="list-style-type: none"> • Affidavit, • Summary of Current Complaint, • Proof of Ownership – DMV Receipt, • Toll Bill and Notices, • Summary of everything owed by Customer
BREQ-240	Items which may be paid with a plea of Guilty or No Contest are: Tolls, Fees, and Court Fees
BREQ-241	The first action taken with a Not Guilty plea shall be a Trial Hearing.
BREQ-242	If a customer has been through the court process, found guilty and has outstanding notices, the customer is contacted and payment is requested.
BREQ-243	[60] days from the date of the court disposition is the time allowed after payment is not made on the outstanding notices from a customer who has been found guilty in court a second Court Evidence Packet is prepared for court submission.

2.10 CUSTOMER SERVICE

2.10.1 REVENUE COLLECTION

Table 19: Revenue Collection Business Rules

ID	Rule
BREQ-244	<p>Tier 1 Level of negotiation (fees only minimum amount)</p> <ul style="list-style-type: none"> • [\$2.50] total on the Notice of Toll Violation • [\$2.50] on the Second Notice of Toll Violation • [\$0.00] on the Final Notice of Toll Violation
BREQ-245	<p>Tier 2 Level of negotiation (fees only minimum amount)</p> <ul style="list-style-type: none"> • [\$5.00] fees on the Notice of Toll Violation • [\$5.00] fees on the Second Notice of Toll Violation • [\$10.00] fees on the Final Notice of Toll Violation
BREQ-246	<p>Tier 3 Level of negotiation (fees only minimum amount)</p> <ul style="list-style-type: none"> • [\$10.00] fees on the Notice of Toll Violation • [\$10.00] fees on the Second Notice of Toll Violation • [\$15.00] fees on the Final Notice of Toll Violation
BREQ-247	Less than or equal to [90] is the number of days overpayments shall be applied to the next Toll Bill or any iteration of the Notice of Toll Violation generated on the same License Plate
BREQ-248	Greater than [90] is the number of days overpayments not applied to a subsequent Toll Bill or an iteration of the Notice of Toll Violation shall be returned:
BREQ-249	Greater than [\$2.50] is the amount of overpayments refunded to the customer, if not applied to a subsequent Toll Bill or any iteration of the Notice of Toll Violation
BREQ-250	Less than or equal to [\$2.50] is the amount of overpayments held in escrow, if not applied to a Toll Bill or iteration of the Notice of Toll Violation

2.10.2 DISPUTE PROCESSING BUSINESS RULES

Table 20: Dispute Processing Business Rules

ID	Rule
BREQ-251	For tolls to be dismissed, a vehicle owner must demonstrate one of these conditions. <ul style="list-style-type: none"> • The vehicle was sold or transferred to another party before the referenced travel • The vehicle was reported stolen before the referenced travel • The vehicle was leased or rented during a time period including than the referenced travel • An error, such as a duplicate, incorrect toll rate, or incorrect license plate
BREQ-252	[999] days is the maximum period of time from the date of the transaction which the customer may submit a dispute:
BREQ-253	Tolls will not be dismissed until the customer provides the required paperwork validated by a CSR
BREQ-254	Registered owner may submit disputes online if the required paperwork is attached at the time of submission
BREQ-255	Upon review by the CSR, if the dispute is rejected, the Registered Owner will receive a dispute confirmation letter
BREQ-256	Upon review by the CSR, if the dispute is accepted, the Registered Owner will receive a dispute confirmation letter
BREQ-257	For sold vehicle disputes, the transactions are assigned to the new Owner if: <ul style="list-style-type: none"> • The New owner has registered the vehicle and Texas DMV and the vehicle record reflects the new Owner's name and address
BREQ-258	For sold vehicle disputes, the transaction(s) are assigned to a temporary account if: <ul style="list-style-type: none"> • The new Owner has not registered their vehicle with the Texas DMV and the vehicle record does not reflect the new Owner's name and address
BREQ-259	For rented or leased vehicles, the transaction is reassigned from the Registered Owner to the renter or lessee if: <ul style="list-style-type: none"> • The Registered Owner provides a copy of the lease/rental agreement, including the name and address of the renter/lessee • In lieu of a copy of the lease/rental agreement, the Registered Owner may provide the name and address of renter/lessee in an electronic format agreed to by CCRMA and the Registered Owner
BREQ-260	For stolen vehicle disputes, the Registered Owner is relived of liability if: <ul style="list-style-type: none"> • The Registered Owner provides a police report indicating that the vehicle was stolen, and the theft was reported to the appropriate law enforcement authority prior to the occurrence of the toll transaction or 8 hours after the discovery of the theft, whichever is earlier.
BREQ-261	Transactions filed with the court are ineligible for the dispute process and must be handled through the court process
BREQ-262	[1] is the number of times a customer may dispute a transaction

2.10.3 PAYMENT PLAN BUSINESS RULES

Table 21: Payment Plan Business Rules

ID	Rule
BREQ-263	[\$100] is the minimum outstanding account balance (tolls and fees) required to establish a payment plan
BREQ-264	Maximum payment plan terms: Duration = [12] months Installments = [12] monthly or [26] biweekly
BREQ-265	Minimum payment plan term: Duration = [2] months Installments = [2] monthly or [4] biweekly
BREQ-266	Initial payment required to establish the payment plan is [10%] or [\$100] , whichever is less
BREQ-267	Any outstanding transactions that have not yet been included on a Toll Bill must be paid in addition to the initial down payment when the payment plan is established
BREQ-268	Any outstanding Account Fees must be paid in addition to the initial down payment (e.g. Non-sufficient fund fees) when the payment plan is established
BREQ-269	Any Toll Bill(s) or Notice(s) of Toll Violation with an outstanding balance must be included in the payment plan, excluding any Toll Bill(s) or Notice(s) of Toll Violation that include a transaction filed with the court.
BREQ-270	Payment plan installment payments will be applied in the following order: 1. Oldest unpaid Notice of Toll Violation, until paid in full <ul style="list-style-type: none"> • Violation fee(s) • Mailing fee(s) • Toll(s), 2. Oldest unpaid Toll Bill, until paid in full <ul style="list-style-type: none"> • Mailing fees • Tolls
BREQ-271	Toll Bill(s) and Notice(s) of Toll Violation with active payment plans are exempt from additional fees
BREQ-272	Any additional transactions that post to the customer's account not included in the payment plan are subject to normal Pay-by-Mail processing, including additional fees
BREQ-273	If an email address is provided, the customer will receive an automatic email reminders 3 days prior to each payment due date
BREQ-274	[\$100] is the maximum outstanding account balance (tolls and fees) that is eligible for a 30-day hold
BREQ-275	Customers with no prior payment plan defaults may establish a payment plan

Section 2: Cameron County Regional Mobility Authority (CCRMA) Rules

ID	Rule
BREQ-276	Customers with one prior payment plan default may establish a new payment plan with supervisor approval.
BREQ-277	[1] is the maximum number of payment plans a customer may establish per year
BREQ-278	Individuals that may establish a payment plan: <ul style="list-style-type: none"> • Registered Owner • Spouse of Registered Owner • Authorized user given written authorization by the Registered Owner
BREQ-279	Information required to establish a payment plan: <ul style="list-style-type: none"> • Registered Owner's name • Contact Name • Current mailing address • Primary phone* Optional information: <ul style="list-style-type: none"> • Primary Email address • Secondary phone
BREQ-280	Method of payment accepted for payment plan installment: <ul style="list-style-type: none"> • Cash • Check • Credit Card* (In person and Card Not Present) • Cashier Check • Debit Card • ACH *Required if customer is making automatic installment payments
BREQ-281	Customer must sign and return a copy of the Payment Plan Agreement with terms and conditions before the payment plan can be established.
BREQ-282	The account with active payment plans will be flagged as "Payment Plan" status
BREQ-283	[5] business days is the grace period after the payment plan installment date the customer is allowed to make a payment without defaulting
BREQ-284	As a one-time courtesy, a customer may be granted an extension for an installment due date if request is made prior to the end of the grace period
BREQ-285	Account with a defaulted payment will be flagged as "Default Payment Plan"
BREQ-286	[6] months is the maximum payment plan term for customers with 1 prior payment plan default

3 CCRMA GENERAL REQUIREMENTS

3.1 INVENTORY MANAGEMENT CENTER (IMC)

Table 25: INVENTORY MANAGEMENT CENTER RULES

ID	Rule
BREQ-287	IMC shall account for CCRMA ETC Modes: Transponders, and Mobile Pass
BREQ-288	Capability to show totals of each CCRMA ETC Mode or allow a toggle to see totals and details of each individual ETC Mode in Dashboard.
BREQ-289	IMC shall allow for and identify various locations for inventory management and reporting. CCRMA shall be able to assign inventory to Partnering Agencies (Cameron County Bridges, Parks, etc...) and track within the IMC module
BREQ-290	Customer fulfillment shall require account number and inventory location to be entered and selected prior to showing fulfillment order in a pending status
BREQ-291	Ability to provide location wise expansion for Tags and Mobile Passes.
BREQ-292	IMC shall provide the ability to manage Vendors, Contracts, Warranties and Shipments.
BREQ-293	IMC shall provide the ability to add new purchase orders.
BREQ-294	IMC shall provide the ability to manage Tags.
BREQ-295	IMC shall provide the ability to distribute Tags/Mobile passes across locations

3.2 SYSTEM ADMINISTRATION CENTER (SAC)

Table 22: SAC BUSINESS RULES

ID	Rule
BREQ-296	SAC shall allow for General Configuration of all Administrative Functions
BREQ-297	SAC shall allow for the configuration of fees
BREQ-298	SAC shall allow for the configuration of interoperability fees unique to agency. Each agency fee may be a different percentage which shall be configurable
BREQ-299	Bulk email functionality shall be allowed in the SAC including the option of the attachment of files
BREQ-300	Management of Users and Roles shall be allowed in the SAC module

ID	Rule
BREQ-301	A Roles and privileges shall allow the CCRMA to customize user controls for Partnering Agencies without compromising security
BREQ-302	User Management shall allow controls over the dollar amounts allowed to be waived by role
BREQ-303	SAC shall allow for the setup of Partnering agencies

3.3 CCRMA DISCOUNT REQUIREMENTS

Table 23: CCRMA BOS Discounts Business Rules

ID	Rule
BREQ-304	<p>All types of discounts may be configured to be applied based on usage from any number of selected roadways including the following agencies' roadways:</p> <ul style="list-style-type: none"> • CCRMA • HCRMA • Cameron County Parks • Cameron County International Bridges (Veterans, Gateway, Free Trade)

ID	Rule
BREQ-305	<p>Commercial Value Discount</p> <p>Discount A - Customers that pay over [\$15,000] and less than [\$20,000] during a [1 month] period receive a [3%] discount</p> <p>Discount B - Customers that pay over [\$20,000] and less than [\$25,000] during a [1 month] period receive a [4%] discount</p> <p>Discount C - Customers that pay over [\$25,000] and less than [\$30,000] during a [1 month] period receive a [5%] discount</p> <p>Discount D - Customers that pay over [\$30,000] and less than [\$35,000] during a [1 month] period receive a [6%] discount</p> <p>Discount E - Customers that pay over [\$35,000] and less than [\$40,000] during a [1 month] period receive a [7%] discount</p> <p>Discount F - Customers that pay over [\$40,000] during a [1 month] period receive a [8%] discount</p>
BREQ-306	<p><u>Employee Discount Program</u>. Customers shall receive a [20%] discount on all toll charges on CCRMA toll facilities during a [1 month] period as an employee discount program.</p> <p>Discount shall be applied at time of the transaction posting to the account. Account must be coded with Employee Attribute including the identification of <u>Employer</u>. Employer must be enrolled in an Employee Discount Program with CCRMA. Each customer enrolled in this discount program must have a valid transponder on an active account.</p>
BREQ-307	<p><u>550 Members Discount</u> Customers enrolled in this discount shall have every 5th toll trip in a given month discounted by 50%. Customers would be required to maintain an account in active status for more than 1 year to be eligible for this discount.</p>

3.4 CCRMA ACCOUNT CUSTOMER WEBSITE REQUIREMENTS

Table 24: CCRMA BOS WEBSITE BUSINESS RULES

ID	Rule
BREQ-308	<p>Customers may make payment via the following credit card types online:</p> <ul style="list-style-type: none"> • American Express • Discover • MasterCard • Visa
BREQ-309	<p>Customers may export transaction history in .xls or .csv format. Transaction history details include the following:</p> <ul style="list-style-type: none"> • Date • Time • Plaza / Lane • Toll Amount • Transaction ID • Transponder ID • License Plate • Payment status • Outstanding amount • Tag type • Transaction Type • Fleet Number
BREQ-310	<p>Customer may update the following contact information:</p> <ul style="list-style-type: none"> • Title • Suffix • First name • Middle Initial • Last name • Email

ID	Rule
BREQ-311	<p>Customers may add new or edit existing vehicles including the following attributes:</p> <ul style="list-style-type: none"> • License plate number • License plate state (registered state or jurisdiction) • License plate country (US, Canada, Mexico) • Start effective date / time (HH:MM) • End effective date / time (HH:MM) • Vehicle status (active / inactive)
BREQ-312	<p>Customers are directed to the Account Summary page after successful login displaying the following subsections:</p> <ul style="list-style-type: none"> • Activity History • Registered Vehicles • Transaction History • Additional Account Contacts
BREQ-313	<p>Customers may select Statement and Activity from menu to view one of the following submenu categories:</p> <ul style="list-style-type: none"> • Account History • Transaction History • Statement Details
BREQ-314	<p>Customers may select Payments from menu to view one of the following submenu categories:</p> <ul style="list-style-type: none"> • Make Payment • Payment History • Card Information • Manage Auto Pay

ID	Rule
BREQ-315	<p>Customers may select Account Management from menu to view one of the following submenu categories:</p> <ul style="list-style-type: none"> • Contact Information • Additional Account Contacts
BREQ-316	<p>Customers may select Vehicles from menu to view one of the following submenu categories:</p> <ul style="list-style-type: none"> • Manage Vehicles
BREQ-317	<p>Customers may select Documents from menu to view one of the following submenu categories:</p> <ul style="list-style-type: none"> • Received Documents • Sent Documents
BREQ-318	<p>The following shall be allowed regarding transponders on the customer website:</p> <ul style="list-style-type: none"> • Mark the transponder Lost or Stolen • Request a new transponder • Request a transponder replacement • Automatic transponder deactivation when a linked vehicle is end dated
BREQ-319	System should not allow partial payments for invoices thus requiring full payment of outstanding balance.
BREQ-320	Requirement for LP only search to show balances owed with reference number
BREQ-321	Ability for the customer to request for Mobile Passes from Customer Web portal.
BREQ-322	Provide Web chat option to the customers to chat with the CSR in real time.

ID	Rule
BREQ-323	Provide PBM customer the option to login to the site using License plate number and the timeframe of Travel to view amount owed.
	System should display all the accounts if a License plate number have more than one account.
	Provide option to the Customer to select each account to make payments for the invoices.
	Provide an option to the Customer to select unbilled trips and pay for them.



APPENDIX A: CAMERON COUNTY SH550 TOLL RATES

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY TOLL RATES 2021										
	2 Axle Vehicles		3 Axle Vehicles		4 Axle Vehicles		5 Axle Vehicles		6 Axle Vehicles	
SH 550 Toll Road	Tag Rate	PBM	Tag Rate	PBM	Tag Rate	PBM	Tag Rate	PBM	Tag Rate	PBM
Paredes Line Road	\$ 0.50	\$ 0.67	\$ 1.00	\$ 1.33	\$ 1.50	\$ 2.00	\$ 2.00	\$ 2.66	\$ 2.50	\$ 3.33
Port Spur	\$ 0.50	\$ 0.67	\$ 1.00	\$ 1.33	\$ 1.50	\$ 2.00	\$ 2.00	\$ 2.66	\$ 2.50	\$ 3.33
Direct Connector	\$ 0.50	\$ 0.67	\$ 1.00	\$ 1.33	\$ 1.50	\$ 2.00	\$ 2.00	\$ 2.66	\$ 2.50	\$ 3.33
Old Alice Road	\$ 0.50	\$ 0.67	\$ 1.00	\$ 1.33	\$ 1.50	\$ 2.00	\$ 2.00	\$ 2.66	\$ 2.50	\$ 3.33

PBM rates have an additional \$1.00 mail processing fee per invoice.



SH 550 PBM tolls are processed by TPS/CCRMA located in Rancho Viejo, TX.

APPENDIX B: CAMERON COUNTY BRIDGE TOLL RATES

Class	Description	Axles	US Fare	Mex Fare* (26x1)	AVI Fare
1	Auto, Pick-Up, Mtrcycle (non-commercial)	2	\$3.75	\$97.50	\$3.75
2	Auto, Pick-Up, Mtrcycle (commercial)	2	\$11.00	\$286.00	\$9.50
3	Truck, 3 axles	3	\$15.00	\$390.00	\$13.50
4	Truck, 4 axles	4	\$17.25	\$448.50	\$15.50
5	Truck, 5 axles	5	\$22.00	\$572.00	\$19.25
6	Truck, 6 axles	6	\$25.00	\$650.00	\$23.25
7	Bicycle		\$1.00	\$26.00	\$1.00
8	Bus or Rec. Vehicle	2	\$10.00	\$260.00	\$10.00
9	Transmigrant – 1	2	\$7.75	\$201.50	\$7.75
10	Transmigrant – 2	2	\$11.25	\$292.50	\$11.25
11	Special Crossing		\$30.00	\$780.00	\$30.00
Peds.	Pedestrian		\$1.00	\$26.00	
	Extra Axle (Class 1)		\$3.00	\$78.00	\$3.00
	Extra Axle (Commercial)		\$3.50	\$91.00	\$3.50

*Peso rate as of 3/13/2020

Note: Trucks 80,000 lbs or over = .1% of total weight

APPENDIX C: PARK RATES



**CAMERON COUNTY
SOUTH PADRE ISLAND
COASTAL PARKS**



**NEW BEACH USER FEE SCHEDULE
EFFECTIVE OCTOBER 1ST, 2019**

DAILY USE FEE:	\$12.00	VETERANS DAILY	\$5.00
30-DAY PASS:	\$30.00	VETERANS 30-DAY PASS:	\$12.50
ANNUAL PASS:	\$100.00	VETERANS ANNUAL PASS:	\$50.00
BUS PASS:	\$30.00		

APPENDIX D: CCRMA BOS CORRESPONDENCE

Alert Group	ALERT TYPE DESC	Print and Mail from OMS 500	Mandatory to send Email notification	IS SMS is Required?
Payments	Auto replenishment Success		✓	
	Auto replenishment Fail		✓	✓
	NSF Fee for Replenishment			N/A
	Customer Payment		✓	✓
	Welcome Email Notification from External Web		✓	
	Payment failed notification		✓	✓
	Payment Failed 2 nd Notice		✓	✓
	Partial Payment Notification		✓	
Threshold Alerts	Minimum Balance Email		✓	✓
	Low Balance Alert Email		✓	
	30 Days Past Due Balance		✓	✓
	45 Days Past Due Balance		✓	✓
	60 Days Past Due Balance		✓	✓
	75 Days Past Due Balance	✓	✓	✓
	Account Closed and transferred to collections		✓	✓
Account Information	Welcome Email Notification		✓	✓
	Welcome Email Notification External		✓	✓
	Customer Statement	✓	✓	✓
	Credit Card Expired		✓	✓
	Credit Card Expiration alert		✓	✓
	Account Status update notification			N/A
	Pending Closed to Refund Request		✓	
	Refund Request to Closed Account		✓	
	Pending Closed to Account Activated		✓	
	Account status updated from Inactive to Active		✓	
	Account Inactivity alert		✓	
	Wrong mail address notification		✓	
	Auto Replenishment Setup		✓	
	Tag Fulfillment/Tag Request by Mail		✓	

Section 3: CCRMA GENERAL REQUIREMENTS

Contact Information	Change Address		✓	
	Change Phone Number		✓	
	Change Email Address		✓	
Payment Plans	Payment plan failed for the customer		✓	✓
	Payment plan success for the customer		✓	
	Payment Plan notification		✓	✓
	Payment Reminder		✓	✓
	TVC Payment		✓	
For CSR User's	CSR forgot password			
	CSR update password		✓	
Communication	Bulk email notification		✓	
	Bulk SMS Notification			✓
Park Pass Holders	Pass Enrollment (30 Day & Annual)		✓	✓
RV Pass Holders	RV Pass Enrollment		✓	✓
Pass Holders	Monthly Pass expiry notification		✓	✓
	Annual pass expiring notification		✓	✓
Security Information	Reset Password		✓	
	Forget User Name		✓	
	Forget Password		✓	
	Pin Generation		✓	
	Security Questions			
	Monthly Pass Expiration		✓	✓
	Annual Pass Expiration		✓	✓
	Invalid Email			✓
	Account Transponder/Mobile Pass Request		✓	
	TVC Invoices (All Invoice Notices by email and text)		✓	✓
TVC Invoices (All Invoice Notices)	TVC Final	✓	✓	✓
	TVC Second Notice	✓	✓	✓
	TVC First Notice	✓	✓	✓
	Toll Bill Notice	✓	✓	✓

Section 3: CCRMA GENERAL REQUIREMENTS

TVC Continued	Non-Sufficient Funds Fee		✓	
	TVC Payment		✓	
	TVC Partial Payment Notification	✓	✓	
	TVC Payment Failed		✓	
	Last Chance Letter	✓	✓	
	Off Cycle Letter	✓	✓	

**3-R CONSIDERATION AND APPROVAL OF AMENDMENT NO. 6 TO THE
MASTER SERVICE AGREEMENT FOR TOLL SYSTEM MAINTENANCE
BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND KAPSCH.**

AMENDMENT NUMBER SIX

TO

MASTER SERVICES AGREEMENT FOR TOLL SYSTEM MAINTENANCE

This Amendment Number Six (the "Amendment 6") to the Master Services Agreement for Toll System Maintenance Services ("Agreement") entered by and between Kapsch TrafficCom USA, Inc., a Delaware corporation doing business at 8201 Greensboro Drive, Suite 1002, McLean, VA 22102 ("Company") and Cameron County Regional Mobility Authority ("CCRMA") dated November 12, 2015, is hereby amended by mutual agreement of the parties as of March 17, 2022 ("Effective Date"). Company and CCRMA are referred herein collectively as the "Parties".

RECITALS

WHEREAS, the Parties entered into the Agreement on November 12, 2015 for Company to furnish and provide to CCRMA toll system maintenance services;

WHEREAS, the Parties entered into Work Authorization No. 2 for Company to provide Software and System Maintenance Services;

WHEREAS, the Parties entered into Amendment Number Five effective as of September 22, 2021 and such amendment is set to expire on its own terms on March 30, 2022;

WHEREAS, the Parties now wish to amend the Agreement to extend the term of the Agreement, as set forth below, while leaving the remainder of the Agreement in full force and effect as unchanged and unamended.

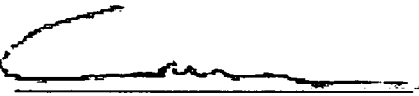
NOW, THEREFORE, the Parties hereby agree to amend the Agreement in accordance with its terms as follows:

1. Amendment Number Five to the Agreement, which will terminate on March 30, 2022, per its terms, is hereby extended and will remain in effect for an additional six months, to terminate on September 30, 2022. Notwithstanding the foregoing, either party may terminate the Agreement without cause upon providing the other party with sixty (60) days' written notice. Company will continue to provide all Software and System Maintenance Services and any other services being provided as of the date of this Amendment.
2. Including the above modification, the Parties hereby acknowledge that the Agreement otherwise remains in full force and effect.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

KAPSCH TRAFFICCOM USA, INC.

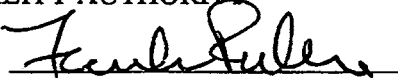
Sign: 

Name: Cristian A. Muñoz

Title: Vice President & General Manager

Date: 3/16/22

CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY

Sign: 

Name: Frank Parker, Jr.

Title: Chairman

Date: March 17, 2022

**3-S CONSIDERATION AND APPROVAL TO AWARD RFP NO. 2022-001 AND
CONTRACT FOR THE SH 550 ROAD MAINTENANCE.**



IMPROVING MORE THAN JUST ROADS

MEMORANDUM

To: Board of Directors
From: Pete Sepulveda, Jr.
Executive Director

PSG

Date: March 17, 2022

Subj: Item 3S

On August 26, 2021, the CCRMA Board of Directors approved the advertisement to request proposals for Maintenance on SH 550. An RFP was requested, and proposals were received on March 08, 2022.

The CCRMA evaluation committee reviewed said proposals and is recommending selecting Matus Contractor Company as the Respondent submitting the proposal offering the best value for the CCRMA and to authorize contract negotiations with Matus Contractor Company pursuant to RFP 2022-001 for Landscape Maintenance Services on SH 550.

**CONTRACT BETWEEN THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
AND MATUS CONTRACTOR COMPANY**

RFP NO. 2022-001
LANDSCAPE MAINTENANCE SERVICES ON SH 550

This Contract between the Cameron County Regional Mobility Authority (the "Authority") and Matus Contractor Company (the "Contractor") is hereby entered into and agreed to as of the 17th day of March 2022, (the "Effective Date") and the parties agree to certain terms and conditions, as follows (the "Contract"):

1.0 Definitions, Cross-references.

- 1.1 Authority.** Any reference herein to the "Authority" shall be interpreted to mean the same as the Cameron County Regional Mobility Authority.
- 1.2 Contractor.** Any reference herein to the "Contractor" shall be interpreted to mean the same as Matus Contractor Company.
- 1.3 The Contract.** The Contract is comprised of the Contract, the Exhibits listed and referenced herein, and all formal changes to any of those documents by addendum, change order, or other modification.
- 1.4 Provision of All Things Required.** Anything that may be required, implied or inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price.
- 1.5 Privity only with the Contractor.** Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between Owner and any person except the Contractor and the Contractor's successors, executors, administrators, and assigns.
- 1.6 "Include" Intended to be Encompassing.** "Include", "includes", or "including", as used in the Contract, shall be deemed in all cases to be followed by the phrase, "without limitation."
- 1.7 Use of Singular and Plural.** Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

- 1.8 Definition of Material Breaches not Exhaustive.** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.
- 1.9 Persons.** “Person” means a natural person, a trust, an estate, corporation, partnership, limited liability company, or other form of entity.
- 1.10 Contractor-related Persons.** The “Contractor-related Persons” are: (i) Contractor; (ii) Contractor’s representative; (iii) all subcontractors and other Persons involved in the performance of the Scope of Services that are required by this Contract to be managed or supervised by Contractor; (iv) the shareholders, members, managers, partners, and affiliates of the Persons described in items (i) through (iii); and, (v) the officers, managers, directors, employees, and agents of the Persons described in items (i) through (v).
- 1.11 Authority-related Persons.** The “Authority-related Persons” are: (i) the Authority; (ii) the Authority’s representative(s); (iii) the respective directors, members, managers, partners, and affiliates of the Persons described in items (i) through (ii); and, (iv) any officers, managers, directors, employees, and agents of the Persons Described in items (i) through (iii).
- 2.0 Contractor’s Representations.** In order to induce the Authority to execute this Contract and recognizing that the Authority is relying thereon, the Contractor, by executing this Contract, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Contract, or implied by operation of law, makes the following express representations to the Authority:
- 2.1** The Contractor is fully qualified to perform the Scope of Services.
- 2.2** The Contractor will maintain all necessary licenses, permits or other authorizations necessary for the Scope of Services until the Contractor’s duties under this Contract have been fully satisfied.
- 2.3** The Contractor has the expertise, experience, and knowledge as well as the necessary team, personnel and financial capability to perform the Scope of Services in accordance with the terms of this Contract.
- 2.4** Prior to the execution of this Contract, the Contractor has visited and inspected the subject property and the local conditions under which the Scope of Services are to be performed, and the Contractor has reviewed the Authority’s concerns, if any, as are necessary to determine the conditions under which the Scope of Services will be performed, and the Contractor accepts the conditions of the Project site and has taken those conditions into account in entering into this Contract.

2.5 The Contractor assumes full responsibility to the Authority for the improper acts and omissions of its Subcontractors or others employed or retained by Contractor in connection with the Scope of Services.

2.6 Any representation or information submitted by the Contractor shall be true and correct in all material respects, and the Contractor acknowledges that the CCRMA is relying on such representation or information to its detriment.

2.7 The Contractor shall comply fully and timely with any condition of this Contract.

3.0 Scope of Services and Term.

3.1 The Scope of Services provided pursuant to the Contract generally consist of those services for the Authority as described herein and in **Exhibit 1** and **Exhibit 2** incorporated by reference as if fully set forth herein. Services pursuant to the Contract shall begin on the Effective Date. Time is of the essence. Unless otherwise described herein, all references to "days" shall be calendar days (in the case that the last day falls on a Saturday, Sunday, or legal holiday, then the period of time shall automatically extend to include the next work day).

3.2 The Term of the Contract shall commence on the Effective Date and shall expire on its own terms on March 16, 2025 unless the Contract is earlier terminated, modified, or otherwise extended in accordance with the Contract.

4.0 Contract Price.

4.1 The annual not-to-exceed (NTE) value of the Contract is the amount of **ONE HUNDRED FOUR THOUSAND AND NO/100 DOLLARS (\$104,000.00)** to be paid in accordance with the provisions herein, and the total not-to-exceed value of the Contract is the amount of **THRE HUNDRED TWELVE THOUSAND AND NO/100 DOLLARS (\$312,000.00)**. The Contractor exceeds the NTE amount at its own risk. The Authority reserves the right to amend this amount (increase/decrease) at any time during the Contract when the Authority determines, in its sole discretion, that doing so is in its best interests. The foregoing right includes the Authority requiring the Contractor to modify its bid by executing a Change Order.

5.0 **Authority's Obligations.** Pursuant to the Contract, the Authority agrees to perform any obligations of the Authority as detailed herein.

6.0 Payments.

6.1 To receive payment for services rendered pursuant to the Contract, the Contractor shall submit a fully completed invoice with any relevant supporting documentation for work previously performed for the Authority by delivering such documentation to the Authority.

- 6.2 The Authority shall have thirty (30) days to review the documentation and determine, in its sole and absolute discretion, whether the documentation satisfies the requirements herein.
- 6.3 The Contractor waives any rights under the Prompt Payment Act or other law until the foregoing requirements are fulfilled as determined by the Authority in its sole and absolute discretion.
- 6.4 The Authority has the right to terminate the Contract in whole, or in part, whenever the Authority determines that such termination is in its best interests. In the event that the Authority determines that termination of the Contract is in its best interests, the Authority agrees to provide written notice of termination specifying the extent to which the performance of the Scope of Services is terminated and the date such termination becomes effective. The Authority shall only be liable to the Contractor for the total cost of the Scope of Services performed as of the date of termination.

7.0 Additional Obligations of the Contractor.

- 7.1 The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel.
- 7.2 The Contractor agrees to submit a scheduling report, which is also includes any pertinent information concerning the Contractor's performance of the Contract, to the Authority in accordance with the Contract or at the request of the CCRMA. at least one (1) time every ten (10) business days during the term of this Contract in addition to the scheduling and reporting requirements under the Contract.
- 7.3 The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the Contract Documents. For the purposes of the Contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within the Contract and, as proposed by the Contractor within its bid or as provided by the Contractor during the Contractor's normal conduct of business.
- 7.4 Compliance with Federal and State Laws. All work performed by the Contractor, pursuant to the Contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes, and ordinances.
- 7.5 **Insurance Requirements.**

7.5.1 **Insurances.** In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of the Contract and shall name the Authority as an "additional insured" on the following insurance coverage:

- 7.5.1.1 Commercial General Liability Insurance.** An original certificate evidencing Commercial General Liability coverage, naming the Authority as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Authority as an additional insured under said policy (minimum of \$1,000,000.00 each occurrence). If the policy is a "claims-made" policy, then the policy must provide a retroactive date which must be on or before the execution date of the Contract and the extended reporting period may not be less than five (5) years following the completion date of the Contract.
- 7.5.1.2 Business Automobile Liability Insurance.** Such coverage shall be not less than \$100,000.00 for bodily injury per person, \$300,000.000 for bodily injury per accident, and \$50,000.00 for property damage.
- 7.5.1.3 Worker's Compensation Insurance.** Such coverage shall be not less than the statutory requirement and with no pre-set limits. A waiver of subrogation endorsement in favor of the Authority must be included in the policy.
- 7.5.1.4 Certificates/Endorsements.** The Contractor shall provide to the Authority with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above showing the Authority as an additional insured. Failure to maintain the above-reference insurance coverage, including naming the Authority as an additional insured during the term(s) of the Contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the Authority.
- 7.6 Licensing.** The Contractor shall also provide to the Authority a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of the Contract shall constitute a material breach thereof.
- 7.7 Confidentiality.** The Contractor, in connection with performing its services hereunder, will have access to or may be provided certain confidential information concerning the Authority and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Authority or any other information which a reasonable person could conclude that should remain confidential (collectively "Confidential Information"), will not be disclosed to any party and without limitation, any employee of the Authority or any client or potential client of the Authority at any time, except for the Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest

confidence. The Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Authority. The Authority will have the right to enforce the Contract by specific performance, as well as hold the Contractor liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The Contractor agrees that he has received valuable consideration for the entering into of the Contract and agrees to be bound all of its terms and conditions. The Contract will be binding on the Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.

8.0 Changes and Extensions of Time.

- 8.1 Authority's Right to Order Changes.** Changes in the Scope of Services under this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered unilaterally by the Authority without invalidating the Contract. Such changes shall be communicated by Change Order or supplemental agreement in accordance with the Contract. The Contractor shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the Contract as modified by any Change Order or supplemental agreement.
- 8.2 Continuing Duty to Perform the Scope of Services and Make Payment.** In the event that the parties are unable to agree on the terms of a Change Order or supplemental agreement, notwithstanding any other provision of the Contract, the Contractor shall continue to diligently perform the Scope of Services, including any change directed by the Authority through a Change Order or supplemental agreement, and shall keep thorough records of the cost of performance of such Change Order or supplemental agreement.
- 8.3** All Change Orders, supplemental agreements, changes requested by the Contractor, or extensions of Contract Time shall be governed by this section and the Contract. Any request for an extension of time or for an increase in the not-to-exceed amount shall be made in writing within seven (7) calendar days after the occurrence of the event that gives rise to the request. Such request shall include sufficient backup documentation for the Authority to reasonably understand the request and the amount of time or compensation requested and to determine the merits of the request.

9.0 Notices, Invoices, and Reports.

- 9.1** All notices, reports, or invoices shall be in writing even though some, but not all, provisions in the Contract Documents refer to "written notice(s)" or "notice(s) in writing". All notices must be (a) delivered personally; (b) sent by certified mail, postage prepaid, return receipt requested ("US Mail"); (c) sent by a recognized overnight mail or courier service, with delivery receipt requested ("Courier"); or, (d) sent by email communication ("E-Mail"). Notices will be deemed to be effective when received, if delivered personally; the next business day after posting,

if sent by US Mail; and, the next business day, if sent by Courier or E-Mail. If notice is transmitted by E-Mail, a duplicate copy will be sent by either US Mail or Courier no later than one (1) business day after sending the E-Mail.

- 9.2 The Authority and the Contractor hereby provide the information they wish to be used by the other party when sending notices:

Cameron County Regional Mobility Authority
Attention: Pete Sepulveda, Jr.
Executive Director
3461 Carmen Avenue
Rancho Viejo, Texas 78575
Email: PSepulveda@ccrma.org

Matus Contractor Company
Attention: Rolando N. Matus
315 Calle Jacaranda
Brownsville, Texas 78520
Email: mcc.contractorcompany@gmail.com

10.0 Additional Considerations.

- 10.1 **Severability.** The invalidity of any provision of the Contract, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision herein.
- 10.2 **Applicable Laws.** THIS CONTRACT 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 CONTRACT SHALL BE EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF CAMERON COUNTY, TEXAS.
- 10.3 **Non-Escalation.** The NTE value of the Contract shall remain firm with no provision for price increases during the term of the Contract subject to section 4.1 herein.
- 10.4 **Funding Restrictions and Order Quantities.** The Authority reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Authority, if:
- 10.4.1 Funding is not available;
 - 10.4.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 10.4.3 The Authority's requirements in good faith change after award of the Contract.

- 10.5 Local State, and/or Federal Permits.** All local, State or Federal permits which may be required to provide the services, whether or not they are presently known to either the Authority or the Contractor, shall be the sole responsibility of the Contractor and any costs shall be paid by Contractor to procure and provide such necessary permits.
- 10.6 Government Standards.** It is the responsibility of the Contractor to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Texas law as well as ordinances or regulations of the City of Brownsville, Texas, and Cameron County, Texas) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 10.7 Work on Authority Property.** If the Contractor's work under the contract involves operations by the Contractor on Authority premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Authority's negligence, shall indemnify the Authority, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 10.8 Official, Agent and Employees of the Authority Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Authority in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 10.9 Subcontractors.** Unless otherwise authorizing in writing by the Authority, the Contractor may not use any subcontractors to accomplish any portion of the services described within the Contract or the Task Orders without obtaining the prior written permission of the Authority. Moreover, by signing the Contract, the Contractor is certifying to the Authority that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Texas Department of Transportation or any federal agency.
- 10.10 Attorney's Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

- 10.11 Independent Contractor.** The Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 10.12 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 10.13 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 10.14 Limitation of Liability.** IN NO EVENT SHALL THE AUTHORITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.
- 10.15 Indemnification.**

10.15.1THE CONTRACTOR RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS, WHICH ARE CAUSED BY, ARISE OUT OF, OR OCCUR DUE TO ANY FAILURE OF THE CONTRACTOR TO PERFORM THE OBLIGATIONS REQUIRED BY THE CONTRACT AS WELL AS FEDERAL, TEXAS, OR OTHER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES, SUBCONTRACTORS, OR OTHER THIRD PARTIES. THE CONTRACTOR 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 CONTRACTOR.

10.15.2In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the Authority, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account

of, or in consequence of any act or failure to act of the Contractor the consequences of which the Contractor has indemnified the Authority. If the Contractor shall fail to do so, the Authority shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

10.15.3 Any money due to the Contractor under and by virtue of the Contract, which the Authority believes must be withheld from the Contractor to protect the Authority, may be retained by the Authority so long as it is reasonably necessary to ensure the Authority's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Authority provided, however, the Contractor's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the Authority from any potential claims.

10.15.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of the Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

10.15.5 THE CONTRACTOR RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF THE AUTHORITY, OR THE AUTHORITY'S AGENTS, EMPLOYEES, OR OTHER THIRD PARTIES. THE CONTRACTOR 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 CONTRACTOR.

10.16 Rights in Data (Ownership and Proprietary Interest). The Authority shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the Contractor pursuant to the terms of the Contract, including but not limited to, videos, reports, or other documents or information concerning the Contract.

- 10.17 Assignment/Transfer.** The Contractor shall not assign or transfer any of its rights or interest under the Contract without first obtaining the Authority's prior written consent to such assignment or transfer. Whether to provide such prior written consent shall be in all respects within the Authority's sole and absolute discretion.
- 10.18** THE CONTRACTOR EXPRESSLY AGREES THAT: (1) THE AUTHORITY RETAINS ITS GOVERNMENTAL IMMUNITY IN ALL RESPECTS UNDER THIS CONTRACT AND ANY PASS-THRU AGREEMENTS OR SIMILAR AGREEMENTS; AND, (2) NO PASS-THRU AGREEMENTS, OR SIMILAR AGREEMENTS, BETWEEN THE CONTRACTOR AND ANY THIRD PARTY SHALL BE ENFORCEABLE AGAINST THE AUTHORITY.
- 10.19** TO THE EXTENT THAT ANY PROVISIONS OF THIS CONTRACT CONFLICT WITH THE PROVISIONS OF THE EXHIBITS, THE MORE FAVORABLE PROVISION TO THE AUTHORITY SHALL CONTROL. IN THE EVENT OF A QUESTION AS TO THE INTERPRETATION OF ANY PROVISION OF THIS CONTRACT, THE PROVISION SHALL NOT BE CONSTRUED AGAINST THE DRAFTING PARTY. THIS INCLUDES BUT IS NOT LIMITED TO THE CONTRACTOR'S AGREEMENT THAT SECTION 10.15, AND ANY OTHER CLAUSE HEREIN, SHALL IN NO EVENT BE STRICTLY CONSTRUED AGAINST THE AUTHORITY.

11.0 Exhibits.

- 11.1** The following noted documents are a part of the Contract:
- 11.1.1 Exhibit 1.** Request for Proposal No. 2022-001. A true and correct copy of the Request for Proposal may be found at the Authority's office and are incorporated by reference as if fully set forth herein.
- 11.1.2 Exhibit 2.** Proposal from Matus Contractor Company. A true and correct copy of the Proposal may be found at the Authority's office and is incorporated by reference as if fully set forth herein.
- 11.2** To the extent that any provisions of this Contract conflict with the provisions of the Exhibits, the provisions of this Contract shall control. In the event there is a conflict between **Exhibit 1** and **Exhibit 2**, **Exhibit 1** shall control. If **Exhibit 2** can reasonably be interpreted as providing higher quality materials or services than those required by **Exhibit 1**, or otherwise contains offers, statements, or terms more advantageous to the Agency, then the Contractor's obligations under this Contract shall include compliance with all such statements, offers, and terms contained in **Exhibit 2**.

(Signature Page to Follow)

EXECUTED as of the 17th day of March 2022.

AUTHORITY

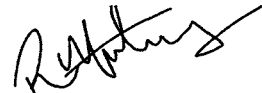
Cameron County Regional Mobility Authority

By: 
Frank Parker, Jr., Chairman

Date: 3/17/22

CONTRACTOR

Matus Contractor Company

By: 
Rolando Matus, Sole Proprietor

Date: 3/22/2022

**3-T CONSIDERATION AND APPROVAL OF CONTRACT WITH EXPLORER
RGV.**



LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
Marketing and Membership for CCRMA | March 11, 2022

PROJECT BACKGROUND & DESCRIPTION

Explore RGV was born from the highly engaged and mutual agreement of cities in the RGV of developing resources and marketing initiatives to cooperatively promote tourism, increase economic activity, and enhance the overall perception of our region.

The need for collaborative efforts towards regional marketing initiatives for tourism development led the creation of an online platform and mobile app called “Explore RGV”; an initiative to promote regional product under the administration of the LRGVDC.

Explore RGV is a comprehensive leisure asset, composed of; partner cities, category-based adventures, regional travel product, activities, and attractions. Explore RGV has been very well received by the community, traditional and social media as well as stake holders.

Explore RGV is currently under re-development for version 2.0 that is aimed to launch in the summer of 2022.

PROJECTION

*Explore RGV is the go-to **expert** website and mobile app. for all **leisure travel** of The Rio Grande Valley. Explore RGV is the online resource, through which the local exciting activities and eminent attractions can be found. Residents and tourist visiting our area can **discover, experience, and enjoy** the many hidden gems in our beautifully diverse cities.*

Explore RGV strives to develop an innovative profile of products to service travelers interested in leisure activities. Our project goal is to generate tourism to the valley and build on brand awareness, producing a desired travel destination of this region. Our interest is to contribute through our efforts a thriving economy for our local hospitality businesses. Our mission is to create leisure activities to delight, entertain and service our community.

Explore RGV, under the department of community and economic development aims to assist our tourism industry partners in all promotional initiatives, by offering our consulting, marketing, and tourism expertise.

*Explore RGV **projection** is to become a successful, self-sustainable, resourceful project. We're currently working in partnership with local cities, the Governor's Office of Tourism and Economic Development, and the national travel organization Brand USA to bring about recovery and resiliency to the hospitality industry in the RGV area. In addition, our mutual interest lies in creating brand awareness of this region to increase tourism in the Rio Grande Valley from national and international markets, all while serving our local community with an innovative leisure product offer.*

CAMERON COUNTY REGIONAL MOBILITY in PARTNERSHIP with EXPLORE RGV

Based on the information provided by the CCRMA, its **needs** are:
distribution of new product message to masses, brand promotion and assistance in product distribution and sells

Explore RGV will be a valuable diversified marketing resource for the CCRMA to publicize its line of product through the following efforts:

Explore RGV we will expose and massively expand brand awareness of CCRMA in the RGV, in addition to national and international markets destinations through various trade, direct and media channels of distribution.

Explore RGV will include product placement for CCRMA in our package path offer, called RGV passport which will be merchandised and sold through our online channels, travel trade operators across northern Mexico, local travel agencies, hotels in the region, airports in the region and Tax-Free kiosks in the major regional shopping malls

Explore RGV will incorporate outreach, promotional and advertising efforts for CCRMA at local weekly corporate and public events, Collaboration with Regional tourism partners, National tourism co-marketing initiatives and international sales missions in Monterrey, GDL and CDMX

Our **AUDIENCE REACH** has a three-county resident stretch with a population of over 1.5M. Explore RGV following across platforms are over 100K and growing. Our Marketing efforts expand to North and South America with a significant body of tourism partner support. We target niche markets, developing direct relationships with diverse demographics and through a variety of channel distributors. We work with state and national offices of tourism as well as, trade networks. We regularly participate in local events that connect us with the community. We educate and inform all audiences. Through Explore RGV, your message will be continuously promoted, branded, distributed and always highly recommended.



**GET READY TO
SHINE BRIGHTER**
WITH SMART MARKETING

MARKETING

Our clear intentions of the PROPOSAL are; to position the CCRMA as a desirable product, increase consumption and sales volume, expose branding and boost current resident's attraction to the benefits and value of the toll tags. We aim to showcase the community as a great place to live, visit and do business. We see this as a two-pronged approach, focusing first on truly understanding the work that has been done with the Explore RGV project as well as the overall region's unique positioning to ensure the resonating brand is fully formed, and then utilize paid, owned and earned platforms to tell the strongest story to the right audiences. As a full-spectrum platform that ensures consistency across all marketing efforts and allows members to maximize their budgets, we have the experience and capabilities to ensure the success of CCRMA.

DELIVERY



The background of the slide is a photograph of a tropical waterfront. On the left, a tall palm tree stands on a grassy area. In the center, a large, multi-story building with a blue facade is visible. To the right, there is a structure with a red roof, possibly a pavilion or a small bridge. The foreground is dominated by a body of water, likely a canal or a bay, which reflects the sky and the buildings. The sky is a clear, bright blue with a few wispy clouds. A large, semi-transparent red rectangle is overlaid on the center of the image, containing the title text in white.

PROJECT PLAN & METHODOLOGY



STRATEGY

Our EXPLORE RGV success has created a desired destination of the RGV. Our marketing efforts provide the experience and insights needed to increase visitation and stimulate the economy. Explore RGV is a partner that ensures a resonating brand. We are a fully formed brand that speaks internally to residents of all demographics and externally to newcomers and tourist. Our audience reach expands to B2B and B2C, corporate and leisure travelers. We've assured the right campaign message and we have priority shifts to ensuring we plan all the right tactics to reach and amplify our communication to the key target audiences.

CREATIVE PROCESS



ACTION APPROACH

Built CCRMA brand to convey the value and benefit its toll tags have to drivers such as time savings, increased safety and cost reductions.

Expose travelers to the diverse experience each city within Cameron county offers to increase tourism and recurring visitation within Cameron county and the efficiency the toll tag would provide them.

Position Cameron County as a multi – city destination reinforcing the multitown variety and the need for toll tags which make for an over all better travel experience.

Strategically target key markets through brand positioning and marketing outreach to promote Cameron County and CCRMA

Attract and motivate an audience by evoking emotion creating a deeper connection through positioning, visuals and copy, provoking an interest in traveling through Cameron County gearing the visitor to toll tag consumption.

Increase awareness of experiences and activities throughout the Cameron County destinations promoting that the smartest way to travel is with a toll tag.

Strengthen CCRMA loyalty and positive sentiment among current users which will result in tag renewals. A reputable brand converts sells, attracts new clients and secures customer base.

Highlight differentiating factors of the various destinations supporting Cameron County positioning as an ideal travel location generating a need based on the advantages of owning a toll tag

PROPOSAL ACKNOWLEDGEMENT

TO THE ADMINISTRATION DEPARTMENT OF THE CCRMA:

The undersigned hereby agrees to the above ANNUAL MEMBERSHIP, MARKETING & COMMUNICATION Agreement with Explore RGV in the amount of \$10,000.00 USD, as explained in this proposal. The project requirements of each party will be detailed in contract documents to be provided at a later date upon mutual agreement of the contents of this proposal.

The undersigned represents and warrants that the individual submitting this document and the subsequent documents made part of this proposal at a later date is authorized to sign such documents on behalf of the entity submitting this proposal and to bind the entity under any contract that may result from the submission of this Response.

Printed Name: Rick Carrera –

Title: Director of Community and Economic Development

Organization: Lower Rio Grande Valley Development Council

Signed this day of March 11, 2022.

Signature: Rick Carrera
Digitally signed by Rick Carrera
Date: 2022.03.14 13:02:02
+0500

Printed Name: Frank Parker, Jr.

Title: Chairman

Organization: Cameron County Regional Mobility Authority

Signed this day of March 17, 2022

Signature: Frank Parker, Jr.

**3-U 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

Appendix B Rate Schedule

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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 17th day of March, 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. In providing design services for a federally funded project, the Consultant will not be able to provide construction management services. 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. Notwithstanding any other provision of this Agreement, in no event shall the GEC act as the designer and perform construction, engineering, and inspection services for a particular project. This is not intended for situations where consultant will be the Designer.

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 after having paid the invoice and the Authority has proof that payment has been received by the GEC.

(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 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 DBE firms in its proposal to the Authority. For this agreement, the GEC agrees

that the DBE percentage goal shall generally be 12.6% subject to the provisions herein. Each monthly invoice shall include a summary of the DBE participation achieved and the percentage of Services performed by DBE 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 March 17, 2022, and concluding March 17, 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.


(Signature Page to Follow)

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

**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

By: 
Name: Frank Parker, Jr.
Title: Chairman
Date: March 17, 2022

Hanson Professional Services, Inc.

By: 
Name: Dennis Hollahan
Title: General Counsel
Date: 3/22/2022

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 Policy 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, Public-Private Partnership, 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 upon CCRMA request of service.
- 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.

**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
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed) (2 seats, 4x4)	day	M	\$200.00
Rental Car Fuel	gallon	M	\$ 5.00
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 Trip/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
Color Graphics on Foam Board	per sf	F	\$12.00
Presentation Boards 30"x40" Color Mounted	each	M	\$60.00
Report Printing	each	M	\$30.00
Report Binding and Tabbing	each	F	\$7.00
Drawing Binders	each	M	\$5.00
Notebooks	each	M	\$10.00
USB	each	M	\$10.00

4"x6" Digital Color Print	per print	F	\$0.30
Texas Parks & Wildlife Data Request Fee	each	M	\$38.00
Hazardous Materials Database Search	per search	M	\$310.00
Noise Meter Rental	per project	M	\$150.00
Environmental Database Search	per project	M	\$1,000.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day	M	\$25.00
TARL Curation Fee	site	M	At Cost
Curator (Drawer & TX Archeological Research Lab for artifacts and report)	per project	M	At Cost
Newspaper Advertisement	per publication	M	At Cost
Court Reporter	page	M	At Cost
Court Reporter (Public Meetings, Hearings, and Transcription)	day	M	\$500.00
Translator (English to Spanish, other languages as appropriate, or Sign Language)	event	M	\$400.00
Translator (English to Spanish, other languages as appropriate, or Sign Language)	hour	M	\$100.00
Written Translation Services	word	F	\$0.18
Custodian for Public Involvement	hour/custodian	M	\$45.00
Sound Technician for Public Involvement	event	M	\$800.00
Public Involvement Facility Rental (estimate)	4 hours	M	\$750.00

Public Involvement Facility Rental (estimate)	8 hours	M	\$3,000.00
Public Involvement Facility Rental (estimate)	hour	M	\$150.00
Public Involvement Facility Rental	event	M	\$1,000.00
Audio - Equipment Rental	event	M	\$300.00
Audio - Visual Equipment Rental	event	M	\$500.00
Public Involvement Graphic Artist	event	F	\$155.00
Professional Narrator for Public Involvement	event	F	\$150.00
Professional Narrator for Public Involvement	hour	F	\$125.00
Property Record Fees (Courthouse)	per parcel	M	\$50.00
Public Notices - Mass Mailing (500 pieces)	per mailing	M	\$375.00
Public Notices - Mass Mailing (500 pieces) with Self Addressed Return Envelope	per mailing	M	\$400.00
Electronic Message Signs	day	M	\$200.00
Website URL rental	year	F	\$100.00
Large Project Website Annual Fees	each	M	\$1,000.00
Video Conferencing Equipment for Field Office	LS	M	\$500.00
Transearch Count - Level Database with counties in neighboring states' Business Economic Area (BEA level beyond Texas borders) (Cost is per unit with Maximum Total Cost per contract not to exceed \$250,000)	per Unit	M	At Cost
FEMA FIS (Manual)	each	M	\$5.00

FEMA FIS Backup Data Request	each	M	\$300.00
FEMA Map Revision Submittal (CLOMR / LOMR) Submittal Fee Only	each	M	\$5,000.00
FEM Model / Floodplain Hardcopy	each	M	\$250.00
Rail Road Permit	each	M	\$1,500.00
Rail Road Safety Training	per person	M	\$250.00
Traffic Control Services, Arrow Boards and Attenuator Trucks	day	M	At Cost
Flashing Arrow Board	day	M	At Cost
Portable Message Board	day	M	At Cost
Required Permit Fees (non-railroad)	each	M	At Cost
Cancellation Fees	each	M	At Cost
Jon Boat with Motor	day	M	\$400.00
Fathometer	day	M	\$100.00
Map, Tapes, and Supplies	each	M	At Cost
Manlift Equipment Rental or Bridge Inspection Equipment Rental	day	M	At Cost
Cellular Telephone and Data Plan	each/month	M	\$100.00
Wireless Router / Server	month	M	\$50.00
Laptop Computer/iPad with Data Plan	each/month	M	\$50.00

Personal Protective Equipment (hat, vest, gloves, boots, glasses)	per employee	M	At Cost
Surveying GPS Equipment	hour	M	\$25.00
Map Records	sheet	M	\$4.00
Deed Copies	sheet	F	\$3.00
Certified Deed Copies	sheet	F	\$3.00
Historical Aerial Images	unit	M	\$100.00
Aerial Photographs (1" = 500' scale)	each	M	\$100.00
Type II ROW Monument - Excavated/Drilled, rocks, rocky soil, 2-4" depth (includes crew time, equipment, materials, rentals and labor)	each	F	\$95.00
Type II ROW Monument - Poured 2-3 feet (includes one call, crew time, equipment, materials, rentals and labor)	each	F	\$215.00
Survey Boundary Taxes (if this line item is billed, a tax resale certificate must be kept on file, and be available upon request)	each	M	At Cost
Reprographics	per SF	F	\$5.00
Terrestrial Laser Scanner	hour	F	\$75.00
Ground Target (includes paint, panel materials, etc.)	each	F	\$25.00
Drone Aerial Photography - Project Flight Miles (On project flight miles)	mile	F	At Cost
Photo Lab Service - Enlargements, Lamination, Mounting	per SF	M	\$2.00
Miscellaneous Requests - Project Specific (will require prior approval from Client)	each	M	At Cost



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 Chepkoi, 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.

**3-V 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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Appendix D Work Authorization

Appendix E RFQ and RFP Response

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

THIS AGREEMENT, made as of this 17th day of March, 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. In providing design services for a federally funded project, the Consultant will not be able to provide construction management services. 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. Notwithstanding any other provision of this Agreement, in no event shall the GEC act as the designer and perform construction, engineering, and inspection services for a particular project. This is not intended for situations where consultant will be the Designer.

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 after having paid the invoice and the Authority has proof that payment has been received by the GEC.

(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 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 DBE firms in its proposal to the Authority. For this agreement, the GEC agrees

that the DBE percentage goal shall generally be 12.6% subject to the provisions herein. Each monthly invoice shall include a summary of the DBE participation achieved and the percentage of Services performed by DBE 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 March 17, 2022, and concluding March 17, 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 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.

27. **TIME OF ESSENCE.**

The GEC acknowledges the importance to the Authority of the project schedule and will perform its obligations under this Agreement with all due and reasonable care and in compliance with that schedule. As set forth in Section 6, with respect to any specific delivery or performance date or other deadline provided hereunder or in a Work Authorization, time is of the essence in the performance of this Agreement and the GEC shall perform the Services with due diligence and as expeditiously as is prudent considering ordinary professional skill and care of a competent professional engineer.

28. **SEVERABILITY.**

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

29. **SUCCESSORS.**

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

30. **AUTHORIZATION.**

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

31. **INTERPRETATION.**

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

32. **CONFLICTS OF INTEREST.**

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

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

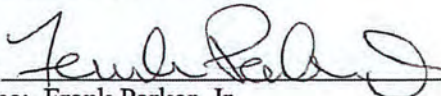
a. **The GEC's Response.** The GEC's response to the Authority's request for qualifications for general engineering consulting services and supplemental written information provided during the request for proposals and interviews is attached hereto as Appendix E and made a part hereof for all purposes,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

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

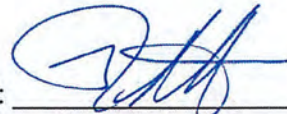
(Signature Page to Follow)

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

**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

By: 
Name: Frank Parker, Jr.
Title: Chairman
Date: March 17, 2022

GDJ Engineering, LLC

By: 
Name: Robert Macheska
Title: Executive VP/COO
Date: March 17, 2022

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"

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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.

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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.
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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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- 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.

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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.

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- 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.

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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.

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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)
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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
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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)

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- 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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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.
-

APPENDIX “A”

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- 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	\$ 165.40
Project Manager		\$ 55.29	\$ 152.16
Project Engineer		\$ 50.48	\$ 138.92
Utility/Environmental Manager		\$ 48.08	\$ 132.32
Environmental Specialist		\$ 36.06	\$ 99.24
Engineer-In-Training		\$ 26.44	\$ 72.76
Senior Engineering Technician		\$ 35.00	\$ 96.32
GIS Operator		\$ 29.81	\$ 82.04
Engineering Technician		\$ 26.00	\$ 71.55
Admin/Clerical		\$ 20.00	\$ 55.04
Negotiated Overhead Rate:	145.72%	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:	2.7521		
Audit Year:	2020		



RATE SCHEDULE

DIRECT LABOR CLASSIFICATION	RAW BASE RATE (\$/HR)	LOADED RATE (\$/HR)
Project Principal	\$ 108.16	\$ 300.17
Project Manager	\$ 95.35	\$ 264.62
Quality Manager	\$ 87.96	\$ 244.11
Deputy Project Manager	\$ 82.90	\$ 230.07
Senior Engineer	\$ 71.53	\$ 198.51
Project Engineer	\$ 60.58	\$ 168.12
Design Engineer	\$ 55.07	\$ 152.83
Engineer-In-Training	\$ 37.45	\$ 103.93
Senior Eng Tech	\$ 41.86	\$ 116.17
Eng Tech	\$ 35.00	\$ 97.13
Sr Cadd Operator	\$ 40.75	\$ 113.09
Cadd Operator	\$ 32.98	\$ 91.53
Sr GIS Operator	\$ 40.75	\$ 113.09
GIS Operator	\$ 32.98	\$ 91.53
Administrative/Clerical	\$ 25.33	\$ 70.30
Construction Manager/Engineer	\$ 71.47	\$ 198.35
Construction Inspector	\$ 32.44	\$ 90.03
Construction Recordkeeper	\$ 38.48	\$ 106.79
Utilities Coordination	\$ 45.05	\$ 125.02
Senior Utilities Field Inspector	\$ 43.25	\$ 120.03
Office Overhead + FCCM Rate: 147.7889%	Loaded Rates include labor, overhead, and Profit. 4-18-2022	
Profit Rate: 12.00%		
Multiplier: 2.775		

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	\$ 141
Transportation EIT	\$ 38	\$ 117
Principal Roadway Engineer	\$ 78	\$ 240
Sr. Roadway Engineer	\$ 67	\$ 206
Roadway Engineer	\$ 61	\$ 188
Roadway EIT	\$ 37	\$ 114
Principal Structural Engineer	\$ 85	\$ 261
Sr. Structural Engineer	\$ 66	\$ 203
Structural Engineer	\$ 47	\$ 146
Structural EIT	\$ 38	\$ 118
Principal Drainage Engineer	\$ 80	\$ 247
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	\$ 51	\$ 156
GIS Specialist	\$ 40	\$ 122
Principal Environmental Scientist	\$ 69	\$ 212
Environmental Scientist	\$ 44	\$ 135
3D Cadd Systems/BIM operator - Sr	\$ 55	\$ 170
3D Cadd Systems/BIM operator	\$ 45	\$ 138
Administrative Assistant - Clerical	\$ 30	\$ 94

OH Rate from ASHTO Cognizent Letter	174.35%
FCCM	0.06%
Profit Included in Rate	12%
Multiplier	3.073

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%

Multiplier: 2.4640

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: 2/21/2022
 Date received: 2/18/2022

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	\$ 63.00	\$ 155.23	\$ 155.23	\$ 158.34	\$ 158.34
8.1 Engineer (Design)	5 to 10	\$ 52.00	\$ 128.13	\$ 128.13	\$ 130.69	\$ 130.69
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	\$ 48.00	\$ 118.27	\$ 118.27	\$ 120.64	\$ 120.64
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	\$ 31.00	\$ 76.38	\$ 76.38	\$ 77.91	\$ 77.91
24.1 CADD Operator - Senior	15+	\$ 40.00	\$ 98.56	\$ 98.56	\$ 100.53	\$ 100.53
24.2 CADD Operator	5 to 15	\$ 32.00	\$ 78.85	\$ 78.85	\$ 80.42	\$ 80.42
24.3 CADD Operator - Junior	0 to 5	\$ 25.00	\$ 61.60	\$ 61.60	\$ 62.83	\$ 62.83
56.1 Field Technician: Collect Haul Tickets		\$ 33.00	\$ 81.31	\$ 81.31	\$ 82.94	\$ 82.94
56.2 Field Technician: Collect Samples at Field and TxD		\$ 33.00	\$ 81.31	\$ 81.31	\$ 82.94	\$ 82.94
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	\$ 26.00	\$ 64.06	\$ 64.06	\$ 65.35	\$ 65.35
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%
Multiplier			2.4640			

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)	Consultant Offer	TxDOT Counter	Final Rate
Services To Be Provided	Test Code	Unit					
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			\$ 31.00
California Bearing Ratio (CBR) of Laboratory-Compacted Soils (Single Sample without MD Curve)	ASTM D1883	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			\$ 840.00
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			\$ 68.00
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 UVA-Via 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-Ultibond	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
Nighttime Testing (additional fee per hour, all pavement testing equipment)	N/A	each	Yes	Yes			\$ 350.00
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			\$ 48.00
Soil Boring /Rock Coring without TCP (> 60 ft.)	N/A	LF	Yes	Yes			\$ 45.00
Stand By of Crew	N/A	hour	Yes	Yes			\$ 265.00
Vertical Inclinator	N/A	each	Yes	Yes			\$ 350.00
Vertical Inclinator 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?	Consultant Offer	TxDOT Counter	Final Rate	Notes
Services To Be Provided	Test Code	Unit		(Yes or No)				
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 T48)	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 T50)	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 T209)	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 Stabilometer 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 Absorption 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 C939)	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-460-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 partials

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

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)



gradient
systematics, llc

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	\$260.62
Project Manager		\$79.33	\$195.46
Project Engineer		\$55.53	\$136.82
Engineer-In-Training		\$39.42	\$97.14
GIS Operator		\$33.65	\$82.92
Admin/Clerical		\$24.04	\$59.23
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:	2.4640		
Audit Year:	N/A		

CCRMA General Engineering Consultant Services

Solicitation #: N/A

RFQ/RFP#: RFQ 2021-002

Contract #: N/A

ID or SD: ID

Provider Firm Name: AmaTerra Environmental, Inc.

Prime or Sub: Sub to GDJ Engineering, LLC

Prime Provider Negotiator: Victor Palma

TxDOT Negotiator: Julie Rook, PE

Discipline: Schematic / Environmental

Date sent:

Date received:

Direct Labor			Labor Classification to be provided		Loaded Years 1 and 2	Loaded Years 3 and 4	Loaded Year 5	Notes
Labor/Job Classification	Years of Experience	In Portfolio	Choose Yes or No	Final Rate	Office	Office	Office	
Support Manager	10+	No	Yes	\$ 83.00	\$ 249.00	\$ 254.23	\$ 259.57	
CADD Operator - Senior	15+	No	Yes	\$ 36.96	\$ 110.88	\$ 113.21	\$ 115.59	
CADD Operator	5 to 15	No	Yes	\$ 26.27	\$ 78.81	\$ 80.47	\$ 82.15	
CADD Operator - Junior	0 to 5	No	Yes	\$ 25.26	\$ 75.78	\$ 77.37	\$ 79.00	
GIS Operator - Sr.	15+	No	Yes	\$ 36.96	\$ 110.88	\$ 113.21	\$ 115.59	
GIS Operator	5 to 15	No	Yes	\$ 26.27	\$ 78.81	\$ 80.47	\$ 82.15	
GIS Technician	5 to 15	No	Yes	\$ 25.26	\$ 75.78	\$ 77.37	\$ 79.00	
Environmental Scientist - Senior	15+	No	Yes	\$ 42.40	\$ 127.20	\$ 129.87	\$ 132.60	
Environmental Scientist IV	10 to 15	No	Yes	\$ 35.49	\$ 106.47	\$ 108.71	\$ 110.99	
Environmental Scientist III	5 to 10	No	Yes	\$ 33.49	\$ 100.47	\$ 102.58	\$ 104.73	
Environmental Scientist I/II	0 to 5	No	Yes	\$ 26.94	\$ 80.82	\$ 82.52	\$ 84.25	
Environmental Specialist - Senior	15+	No	Yes	\$ 70.04	\$ 210.12	\$ 214.53	\$ 219.04	
Environmental Specialist	5 to 15	No	Yes	\$ 40.76	\$ 122.28	\$ 124.85	\$ 127.47	
Environmental Specialist - Junior	0 to 5	No	Yes	\$ 26.94	\$ 80.82	\$ 82.52	\$ 84.25	
Field Technician (Environmental, Biological, Arche)	15+	No	Yes	\$ 23.14	\$ 69.42	\$ 70.88	\$ 72.37	
Field Technician (Environmental, Biological, Arche)	5 to 15	No	Yes	\$ 20.00	\$ 60.00	\$ 61.26	\$ 62.55	
Field Technician (Environmental, Biological, Arche)	0 to 5	No	Yes	\$ 18.00	\$ 54.00	\$ 55.13	\$ 56.29	
Biologist - Senior	15+	No	Yes	\$ 42.40	\$ 127.20	\$ 129.87	\$ 132.60	
Biologist IV	10 to 15	No	Yes	\$ 35.49	\$ 106.47	\$ 108.71	\$ 110.99	
Biologist III	5 to 10	No	Yes	\$ 33.49	\$ 100.47	\$ 102.58	\$ 104.73	
Biologist I/II	0 to 5	No	Yes	\$ 26.94	\$ 80.82	\$ 82.52	\$ 84.25	
Historian - Senior	15+	No	Yes	\$ 50.29	\$ 150.87	\$ 154.04	\$ 157.27	
Historian IV	10 to 15	No	Yes	\$ 38.95	\$ 116.85	\$ 119.30	\$ 121.81	
Historian III	5 to 10	No	Yes	\$ 30.81	\$ 92.43	\$ 94.37	\$ 96.35	
Historian I/II	0 to 5	No	Yes	\$ 24.00	\$ 72.00	\$ 73.51	\$ 75.06	
Archeologist - Senior Principal Investigator	15+	No	Yes	\$ 45.00	\$ 135.00	\$ 137.84	\$ 140.73	
Archeologist IV	10 to 15	No	Yes	\$ 31.41	\$ 94.23	\$ 96.21	\$ 98.23	
Archeologist III	5 to 10	No	Yes	\$ 25.60	\$ 76.80	\$ 78.41	\$ 80.06	
Archeologist I/II	0 to 5	No	Yes	\$ 22.95	\$ 68.85	\$ 70.30	\$ 71.77	
Technical Writer/Editor	5 to 15	No	Yes	\$ 27.00	\$ 81.00	\$ 82.70	\$ 84.44	
Architectural Historian - Senior	15+	No	Yes	\$ 50.29	\$ 150.87	\$ 154.04	\$ 157.27	
Architectural Historian	5 to 15	No	Yes	\$ 38.95	\$ 116.85	\$ 119.30	\$ 121.81	
Architectural Historian Intern I/II	0 to 5	No	Yes	\$ 26.49	\$ 79.47	\$ 81.14	\$ 82.84	
Administrative/Clerical		No	Yes	\$ 31.30	\$ 93.90	\$ 95.87	\$ 97.89	
Overhead					NA	NA	NA	
Profit					NA	NA	NA	
Escalation						2.10%	2.10%	

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		HOURLY BASE RATE	CONTRACT RATE
Construction Management - Principal		\$71.00	\$174.94
Construction Project Manager		\$61.00	\$150.30
Construction Senior Inspector		\$51.00	\$125.66
Construction Inspector		\$40.75	\$100.41
ROW Acquisition Administrator		\$61.00	\$150.30
ROW Acquisition Agent		\$40.75	\$100.41
Admin/Clerical		\$24.50	\$60.37
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:	2.4640		
Audit Year:	N/A		



KANE - LINDSEY LLC

APPENDIX B - RATE SCHEDULE

LABOR CLASSIFICATION		HOURLY BASE RATE	CONTRACT RATE
Senior RPLS/Principal		\$ 57.69	\$ 142.15
RPLS		\$ 45.67	\$ 112.53
Senior Survey Technician		\$ 31.25	\$ 77.00
Survey Technician		\$ 25.00	\$ 61.60
Abstractor		\$ 24.04	\$ 59.23
Surveyor-In-Training		\$ 26.44	\$ 65.15
3- Man Crew		\$ 65.00	\$ 160.16
2- Man Survey Crew		\$ 55.00	\$ 135.52
1- Man Survey Crew		\$ 40.00	\$ 98.56
2- Man Hydro Excavation Crew		\$ 50.00	\$ 123.20
Lidar Techician		\$ 35.00	\$ 86.24
Flagger		\$ 15.00	\$ 36.96
Admin/Clerical		\$ 20.00	\$ 49.28
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: 2.4640			
Audit Year: N/A			

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	Federal 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		\$600.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person		\$600.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person		\$800.00
Oversize, special handling or extra baggage airline fees	each		\$25.00
Parking	day		\$25.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day		\$60.00
Rental Car Fuel	gallon		\$5.00
Taxi/Cab fare (Includes Rideshare)	each/person		\$40.00
Toll Charges	day		\$20.00
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		Current Postal Rate
Materials and Shipping	per package		\$40.00
Courier Services	each		\$45.00
4" X 6" Digital Color Print	picture		\$0.50
Brochure Printing	each		\$3.00
Report Printing	each		\$40.00
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
Computer/Laptop/Tablet rental and data plan	each/month		\$125.00

APPENDIX B - FEE SCHEDULE			
DIRECT EXPENSES			
RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS			
SERVICES TO BE PROVIDED	UNIT	FIXED COST	MAXIMUM COST
Boat with Motor	day		\$400.00
Backhoe Rental	day		\$1,500.00
Bulldozer Rental	day		\$1,500.00
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		\$2,000.00
Railroad - Safety Training (If required - Heavy Rail Safety Training Certificate, includes Classroom training and employee certification card.)	per person		\$300.00
Railroad - Value Maps	per sheet		\$75.00
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 Preperation	
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.