



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
May 3, 2023
12:00 Noon

PUBLIC COMMENTS:

1. Public Comments.

ITEMS FOR DISCUSSION AND ACTION:

2. Action Items.
 - A. Consideration and Approval of the April 19, 2023, and April 21, 2023, Special Meeting Minutes.
 - B. Acknowledgement of Claims.
 - C. Approval of Claims.
 - D. Consideration and Possible Action to Award a Bid to the Lowest Responsible Bidder and to approve an Emergency Maintenance Contract for the SH 550 DCNB Ramp Repairs.
 - E. Consideration and Approval of Work Authorization #37 for GEC support for PS&E, Bid Management, and Construction engineering & Inspection for the SH550 DCNB Ramp Repairs with S&B Infrastructure, LLC.
 - F. Consideration and Approval of Work Authorization #38 for MPDG Grants Support for the East Loop Project with S&B Infrastructure, LLC.
 - G. Consideration and Approval of a Professional Service Agreement for MPDG Grants support for the East Loop Project with HDR Engineering, Inc.

3. EXECUTIVE SESSION:

- A. Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues Related to Emergency Procurement(s) pursuant to section 11.1 of the CCRMA's Procurement Policy due to the emergency created by the April 17, 2023 incident on SH 550 Pursuant to V.T.C.A., Government Code, Section 551.071(2).**

4. ACTION RELATIVE TO EXECUTIVE SESSION:

- A. Possible Action**

ADJOURNMENT:

Signed this 29th day of April 2023.

A handwritten signature in black ink, appearing to read "Frank Parker, Jr.", is written over a horizontal line.

**Frank Parker, Jr.
Chairman**

NOTE:

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

**2-A CONSIDERATION AND APPROVAL OF THE APRIL 19, 2023 AND
APRIL 21, 2023 SPECIAL MEETING MINUTES.**

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BE IT REMEMBERED on the 19th day of April 2023, 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 P.M.

PRESENT:
FRANK PARKER, JR.
CHAIRPERSON

MICHAEL SCAIEF
VICE CHAIRMAN (ABSENT)

ARTURO A. NELSON
SECRETARY

AL VILLARREAL
TREASURER

MARK ESPARZA
DIRECTOR

LEO R. GARZA
DIRECTOR

VACANT POSITION
DIRECTOR

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The Meeting was called to order by Chairman Parker, at 12:01 P.M. 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 14th day of April 2023 at 11:03 A.M.

PUBLIC COMMENTS

1 **PUBLIC COMMENTS**

None.

ACTION ITEMS

2-A Consideration and Approval of the March 31, 2023, Special Meeting Minutes.

Mr. Pete Sepulveda, Jr., RMA Executive Director informed the board of one correction on page 3 item #3-E should be Secretary Nelson.

Director Esparza moved to approve the March 31, 2023, Special Meeting Minutes with correction. The motion was seconded by Director Garza and carried unanimously.

2-B Acknowledgement of Claims.

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

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

The Claims are as follows:

2-C Approval of Claims.

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

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

The Claims are as follows:

2-D Consideration and Approval of the Financial Statements and Budget Amendments for the month of March 2023.

Mr. Victor Barron, RMA Controller, went over the Financial Statements. Mrs. Janett Huerta, Toll Operations Administrator, went over the Toll Operations report for the month of March.

Director Esparza moved to approve the Financial Statements and Budget Amendments for the month of March 2023. The motion was seconded by Secretary Nelson and carried unanimously.

2-E Consideration and Approval of payment of invoices and release of checks to noble Texas builders, SpawGlass and A & I Custom Manufacturing for the Cameron County Parks administration building, the Veteran's Bridge DAP project and the Cameron County Mountain Bike Trail.

Mr. Pete Sepulveda, Jr., RMA Executive Director informed the board of the payments for Noble Texas Buildings for \$206,000, A&I Custom Manufacturing for \$10,000 and SpawGlass Payment Authorization #8 for \$900,000 and Payment Authorization #9 for \$800,000.

Secretary Nelson moved to approve the payments as read. The motion was seconded by Treasurer Villarreal and carried unanimously.

2-F Consideration and Approval of a Fourth Amendment to Agreement for general consulting civil engineering services between the Cameron County Regional Mobility Authority and S&B Infrastructure, LTD.

Mr. Pete Sepulveda, Jr., RMA Executive Director informed the board this is the final amendment since the agreement with S&B Infrastructure is in its final year. After this year, CCRMA will have to reprocure services for general consulting civil engineering services. Staff recommended approval.

Director Esparza moved to approve the Fourth Amendment to Agreement for general consulting civil engineering services between the Cameron County Regional Mobility Authority and S&B Infrastructure, LTD subject to TxDOT approval. The motion was seconded by Director Garza and carried unanimously.

2-G Consideration and approval of Allowance Expenditure Authorization No. 2 for the Cameron County Benavides Park Mountain Bike Trial.

Mr. Alejandro Garcia, RMA Construction Manager, informed the board that the project is 95% complete. Mr. Garcia also advised that all obstacles held up well with the recent rains. Staff recommended approval.

Director Garza moved to approve the Allowance Expenditure Authorization No. 2 for the Cameron County Benavides Park Mountain Bike Trail. The motion was seconded by Director Esparza and carried unanimously.

2-H Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the City of San Benito for the Stenger Road Sidewalk Project.

Mr. Eric Davila, RMA Development Engineer explained to the need for approval of the Interlocal with the City of San Benito and staff recommended approval.

Treasure Villarreal moved to approve the Interlocal Agreement between the Cameron County Regional Mobility Authority and the City of San Benito for the Stenger Road Sidewalk Project. The motion was seconded by Secretary Nelson and carried unanimously.

The Interlocal is as follows:

2-I Consideration and Approval of Amendment Number 2 to a Professional Services Agreement between the Cameron County Regional Mobility Authority and S&B Infrastructure for the Veteran's International Bridge DAP Project.

Mr. Eric Davila, RMA Development Engineer, advised the board of services to be performed at outlines in Exhibits #1. Mr. Sepulveda advised that the agreement was still pending approval from the county. Staff recommended approval.

Secretary Nelson moved to approve Amendment Number 2 to a Professional Services Agreement between the Cameron County Regional Mobility Authority and S&B Infrastructure for the Veteran's International Bridge DAP Project pending the approval from Cameron County. The motion was seconded by Director Esparza and carried unanimously.

2-J Consideration and Approval of a Professional Engineering Consulting Services Agreement between the Cameron County Regional Mobility Authority and JWH & Associates for Engineering Services relating to the Relocation of the Union Pacific Railroad Line in Harlingen and Updating of the Cameron County North Rail Alternative Study.

Mr. Pete Sepulveda, Jr., RMA Executive Director informed the board of the need for a Professional Engineering Consulting Services Agreement between the Cameron County Regional Mobility Authority and JWH & Associates for Engineering services relating to the Relocation of the Union Pacific Railroad line in Harlingen and Updating the Cameron County North Rail Alternative Study. Staff recommended approval.

Treasurer Villarreal moved to approve a Professional Engineering Consulting Services Agreement between the Cameron County Regional Mobility Authority and JWH & Associates for Engineering services relating to the Relocation of the Union Pacific Railroad line in Harlingen and Updating the Cameron County North Rail Alternative Study. The motion was seconded by Director Garza and carried unanimously.

2-K Consideration and Approval of a Resolution and an Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the SH 550 Gap II Project and Authorizing Chairman Frank Parker, Jr. to Sign any Necessary Documents as may be Needed by the Texas Department of Transportation and Approving a Claim in the Amount of \$142,590.00 as Contained in the Advance Funding Agreement and Authorizing the Release of the Check.

Mr. Eric Davila, RMA Development Engineer went over and explained the need for approval a Resolution and an Amended Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the SH 550 Gap II Project and Authorizing Chairman Frank Parker, Jr. to Sign any Necessary Documents as may be Needed by the Texas Department of Transportation and Approving a Claim in the Amount of \$142,590.00 as Contained in the Advance Funding Agreement and Authorizing the Release of the Check. Staff recommended approval.

Director Esparza moved to approve a Resolution and an Amended Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the SH 550 Gap II Project and Authorizing Chairman Frank Parker, Jr. to Sign any Necessary Documents as may be Needed by the Texas Department of Transportation and Approving a Claim in the Amount of \$142,590.00 as Contained in the Advance Funding Agreement and Authorizing the Release of the Check. The motion was seconded by Director Garza and carried unanimously.

The Resolution and Advance Funding Agreement are as follows:

SUPPLEMENTAL AGENDA:

2-A Consideration and Approval of Work Authorization No. 36 with S&B Infrastructure for the SH 550 Mitigation Wetland Site Aerial Photography/Digital Terrain Model.

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the board of the need to approve Work Authorization No. 36 with S&B Infrastructure for the SH550 Mitigation Wetland Site Aerial Photography/Digital Terrain Model. Staff recommended approval.

Director Esparza moved to approve Work Authorization No. 36 with S&B Infrastructure for the SH550 Mitigation Wetland Site Aerial Photography/Digital Terrain Model. The motion was seconded by Director Garza and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Esparza and seconded by Secretary Nelson and carried unanimously the meeting was **ADJOURNED** at 12:38 P.M.

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APPROVED this _____ day of _____ 2023.

CHAIRMAN FRANK PARKER, JR.

ATTESTED: _____
ARTURO A. NELSON, SECRETARY

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BE IT REMEMBERED on the 21st day of April 2023, 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 P.M.

PRESENT:
FRANK PARKER, JR. (Via Phone)
CHAIRPERSON

MICHAEL SCAIEF
VICE CHAIRMAN (ABSENT)

ARTURO A. NELSON
SECRETARY

AL VILLARREAL (Via Phone)
TREASURER

MARK ESPARZA
DIRECTOR

LEO R. GARZA
DIRECTOR

VACANT POSITION
DIRECTOR

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The Meeting was called to order by Chairman Parker, at 12:04 P.M. 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 18th day of April 2023 at 10:33 A.M.

PUBLIC COMMENTS

1 **PUBLIC COMMENTS**

None.

ACTION ITEMS

- 2-A Consideration and Possible Action on Emergency Procurement(s) pursuant to section 11.1 of the CCRMA's Procurement Policy due to the emergency created by the April 17, 2023 incident on SH 550.**

Director Esparza moved to Ratify environmental cleanup work and expenses by Chemical Response & Remediation Contractors, Inc. to utilize Emergency Procurement Procedures for Emergency Maintenance Repairs and to maintain Northbound Direct Connector closed until after the Emergency Maintenance Repairs have been completed. The motion was seconded by Secretary Nelson and carried unanimously.

Secretary Nelson made a motion to go into Executive Session at 12:04 PM. The motion was seconded by Director Esparza and carried unanimously.

3. EXECUTIVE SESSION

- 3-A Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues Related to Emergency Procurement(s) pursuant to section 11.1 of the CCRMA's Procurement Policy due to the emergency created by the April 17, 2023 incident on SH 550 Pursuant to V.T.C.A., Government Code, Section 551.071(2).**

Director Esparza made a motion to come back into open session at 12:31 PM. The motion was seconded by Secretary Nelson and carried unanimously.

4-A Possible Action Relative to Executive Session

Director Esparza moved to acknowledge report of legal counsel and to proceed as discussed in Executive Session. The motion was seconded by Director Garza and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Esparza and seconded by Director Garza and carried unanimously the meeting was **ADJOURNED** at 12:32 P.M.

APPROVED this _____ day of _____ 2023.

CHAIRMAN FRANK PARKER, JR.

ATTESTED: _____
ARTURO A. NELSON, SECRETARY

2-B ACKNOWLEDGEMENT OF CLAIMS.

Claims for Acknowledgement

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims April 28, 2023



Operating

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Automationdirect.com Inc	14969115	\$ 4,049.00	A/C Unit 7580 BTU/H, R-422d, 115 VAC	Indirect	Y	Local	Bond Pro
Lily Anne Garcia	Travel LG 4.26.23	26.80	Travel Reimbursement LG 4.26.23	Indirect	Y	Local	Ope
Victor J. Barron	Travel VJB 4.28.23	60.26	Travel Reimbursement VJB 4.28.23	Indirect	Y	Local	Ope
MPC Studios, Inc	32719	4,050.00	Graphic Design Annual	Indirect	Y	Local	Ope
		<u>8,186.06</u>					

Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Carpets & Tile	23086	\$ 1,822.00	Removal of Title Found Under Existing Carpet	Indirect	Y	Local	Tolls
American Carpets & Tile	Esti 9960	2,600.55	Carpet Install and Disposal At Tolls	Indirect	Y	Local	Tolls
Toshiba Financial	42211776	296.86	Printer Tolls April 2023	Indirect			
		<u>4,719.41</u>					

Operations \$ 8,186.06
Tolls 4,719.41
Total Transfer \$ 12,905.47

Reviewed by:

Monica R. Ibarra,
Accountant

Monica R. Ibarra 4.28.23

Victor J. Barron,
Controller

Victor J. Barron 4.28.23

Pete Sepulveda Jr,
Executive Director

Pete Sepulveda Jr 04.28.23



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims April 21, 2023

Operating

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	405185	\$ 199.08	Employee Supplemental Insurance April 2023	Indirect	Y	Local	Ope
Burton McCumber & Longoria, LLP	01147578	8,000.00	Financial Audit FY 2022	Indirect	Y	Local	Ope
De La Colina Films	Photo Shoot Final	700.00	Annual Report Pictures Photo Shoot	Indirect	Y	Local	Ope
Ericka Trevino	Travel ET 4.19.23	120.00	Travel Reimbursement ET 4.19.23	Indirect	Y	Local	Ope
Estrada Hinojosa & Company Inc	5485	5,000.00	Continuing Disclosure Preparation Fee FYE 2022	Indirect	Y	Local	Ope
GDJ Engineering	2023-062	8,963.22	RGVMPO March 2023	Indirect	Y	Local	TRZ
Lone Star Shredding Document Storage	1986167	67.50	Shredding Services April 2023	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 4.12.23	1,349.43	Travel Reimbursement PSJ 4.12.23	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 4.14.23	343.01	Travel Reimbursement PSJ 4.14.23	Indirect	Y	Local	Ope
		<u>24,742.24</u>					

Operating Interlocals

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
A&I Custom Manufacturing LLC	2023-01 #4	\$ 8,749.50	Mountain Bike Trail April 2023	Mountain Bike Trail	Y	Local	Restri
JWH and Associates, Inc.	823	5,112.25	Gateway Bridge LPOE March 2023	CC - Gateway Bridge	Y	Local	Restri
GDJ Engineering	2023-072	11,102.54	Dana Road March 2023	Dana Road- City of Brownsville	Y	Local	Restri
		<u>24,964.29</u>					

Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Corey Mc Garness	Ref TVC CMG 4.14.23	\$ 7.00	Refund TVC Corey Mc Garness 4.14.23	Indirect	Y	Local	Tolls
De La Colina Films	SpaceX Launch Photos	1,060.00	SpaceX Launch Shooting	Indirect	Y	Local	Tolls
Janett Huerta	Travel JH 4.14.23	92.33	Travel Reimbursment JH 4.14.23	Indirect	Y	Local	Tolls
Public Utilities Board	588837 4/23	225.55	Electricity 180042 SH 550 Bro, Port Spur - SH550 TX April 2023		Y	Local	Tolls
Charter Communications	0879673041523	320.37	Ethernet Intrastate April 2023	Direct Connectors - SH550	Y	Local	Tolls
		<u>1,705.25</u>					
	Operations	\$ 24,742.24					
	Oper Interlocal	24,964.29					
	Tolls	1,705.25					
	Total Transfer	<u>\$ 51,411.78</u>					

Reviewed by:

Monica R. Ibarra,
Accountant

Monica R. Ibarra 4.21.23

Victor J. Barron,
Controller

Victor J. Barron 4.21.23

Pete Sepulveda Jr.,
Executive Director

Pete Sepulveda Jr. 4.21.23



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims April 17, 2023

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Texas Department of Transportation Trust Fund	AFA Dana Ave	\$ 1,400.00	AFA Dana Ave Bdg Replace @Main Drain Ditch#1 CSJ#0921-06-344	Dana Road- City of Brownsville	Y	Local	Ope
		<u>1,400.00</u>					
	Operations	\$ 1,400.00					
	Total Transfer	<u>\$ 1,400.00</u>					

Reviewed by:

Monica R. Ibarra,
Accountant

Monica R. Ibarra 4.17.23

DocuSigned by:

Victor J. Barron,
Controller

Victor Barron 4/17/2023

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DocuSigned by:

Pete Sepulveda Jr,
Executive Director

PJ 4/17/2023

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims April 13, 2023

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Alliance for Interstate 69 Texas	169-1229	250.00	1-69 DC Fly-In 2023	Indirect	Y	Local	Ope
Automationdirect.com Inc	14912746	4,183.00	A/C 7580 BTU/H, R-422d, 115 VAC Operating Voltage, 304 ss	Indirect	Y	Local	Bond Pro
Bank of New York Mellon	252-2542450	1,325.00	TX Rev and Tax Bonds Series 2014 4/23-3/24	Indirect	Y	Local	Ope
Bank of New York Mellon	252-2542451	1,325.00	TX Rev and Tax Bonds Series 2015 4/23-3/24	Indirect	Y	Local	Ope
CheckMark	119054 3/23	55.92	TimeClock Service March 2023	Indirect	Y	Local	Ope
Locke Lord LLP	1783182	2,766.16	Legal fees legislative	Indirect	Y	Local	Ope
MPC Studios, Inc	32777	275.00	Website Hosting April 2023	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	1925	1,731.00	Legal Counsel March 2023	Indirect	Y	Local	Ope
Charter Communcations	0121858040923	1,161.02	Internet/Phones April 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007806 3/23	36.81	Water & Wastewater Ste 7 March 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007907 3/23	34.92	Water & Wastewater Ste 6 March 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008005 3/23	34.17	Water & Wastewater Ste 4 March 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008105 3/23	34.92	Water & Wastewater Ste 3 March 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008306 3/23	34.17	Water & Wastewater Ste 8 March 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008406 3/23	34.17	Water & Wastewater Ste 5 March 2023	Indirect	Y	Local	Ope
		<u>13,281.26</u>					

Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon Capital Services	1PQ4-QFT4-CMQR	2,586.97	Amazon Purchases March 2023	Indirect	Y	Local	Tolls
Law Enforcement Systems LLC	1010387	1,089.40	Out of State DMV Records March 2023	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1546392-20230331	116.83	Address and Name Lookup March 2023	Indirect	Y	Local	Tolls
Matus Contractor Company	560	7,000.00	Grass, Garbage, Herbicide Paredes Ln to Alton Gloor	Indirect	Y	Local	Tolls
Prisciliano Delgado	10744	250.00	Lawn Service March 2023	Indirect	Y	Local	Tolls
Texas Department of Motor Vehicles (TxDMV)	TxDMV 4.10.23	3,000.00	Name and Address Lookup April 2023	Indirect	Y	Local	Tolls
Charter Communications	0121858040923	1,161.02	Internet/Phones April 2023	Indirect	Y	Local	Tolls
Charter Communications	2868066040323	258.10	Ethernet Intrastate 8066 April 2023	Indirect	Y	Local	Tolls
Valley Municipal Utility District	3010066802 3/23	48.87	Water & Wastewater Tolls March 2023	Indirect	Y	Local	Tolls
		15,511.19					

Operations \$ 13,281.26

Tolls 15,511.19

Total Transfer \$ 28,792.45

Reviewed by:

Victor J. Barron,
Controller

Victor J. Barron 4.14.23

Pete Sepulveda Jr.,
Executive Director

Pete Sepulveda Jr. 4/14/23

2-C APPROVAL OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims May 3, 2023

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Kapsch TrafficCom USA, Inc	486024SI00065	\$ 35,678.55	Milestone B-4 WA# 5	Indirect	Y	Local	Bond Pro
		<u>35,678.55</u>					

Operations Interlocal Agreement

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Noble Texas Builders, LLC	22.0203.00 #14	\$ 205,104.51	CC Parks Admin Building March 2023	CC - Administration Building & Parking Lot	Y	Local	Ope
		<u>205,104.51</u>					

Operations	\$ 35,678.55
Oper Interlocal	<u>205,104.51</u>
Total Transfer	<u>\$ 240,783.06</u>

Reviewed by:

Victor J. Barron,
Controller

DocuSigned by:

Victor Barron

5/1/2023

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DocuSigned by:

Pete Sepulveda Jr,
Executive Director

Pete Sepulveda, Jr

5/1/2023

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**2-D CONSIDERATION AND POSSIBLE ACTION TO AWARD A BID TO
THE LOWEST RESPONSIBLE BIDDER AND TO APPROVE AN
EMERGENCY MAINTENANCE CONTRACT FOR THE SH 550 DCNB
RAMP REPAIRS.**

**CONTRACT BETWEEN THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
AND TEXAS CORDIA CONSTRUCTION, LLC**

PROJECT NO. 2023-SH550-1
SH 550 EMERGENCY MAINTENANCE: NORTHBOUND RAMP

This Contract between the Cameron County Regional Mobility Authority (the “Authority”) and Texas Cordia Construction, LLC the “Contractor”) is hereby entered into and agreed to as of the 3rd day of May 2023, (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 Texas Cordia Construction, LLC.
- 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 The Contract Documents.** The Contract Documents consist of this document, the bid package for Project No. 2023-SH550-1 SH 550 Emergency Maintenance: Northbound Ramp, which include, but are not limited to the Plans, Drawings, Specifications, Special Provisions, General Conditions, Special Conditions, Contract Bonds, Change Orders, Addendums, Supplemental Agreements, and the Exhibits listed and referenced herein. This Contract is intended to be an integral whole and shall be interpreted as internally consistent. Work required by any page, part, or portion of the Contract shall be deemed to be required Contract Work as if called for in the whole Contract and no claim for extra work shall be based upon the fact that the description of the Work in question is incomplete.
- 1.5 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.
- 1.6 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.

- 1.7 “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.”
- 1.8 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.
- 1.9 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.
- 1.10 Persons.** “Person” means a natural person, a trust, an estate, corporation, partnership, limited liability company, or other form of entity.
- 1.11 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 Work 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).
- 1.12 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 Work. The Contractor is registered with the State of Texas, is eligible to work on Federal Projects, and is prequalified by the Texas Department of Transportation to perform the Work.

- 2.2 The Contractor will maintain all necessary licenses, permits or other authorizations necessary for the Work 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 Work in accordance with the terms of this Contract.
- 2.4 Prior to the execution of this Contract, the Contractor has visited and inspected the Project site and the local conditions under which the Work is to be performed, and the Contractor has reviewed the Authority's concerns, if any, as are necessary to determine the conditions under which the Work 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 Work.
- 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 Contract Time.

- 3.1 **Notice of Commencement.** After the Authority has approved the required Documents for the Work and is otherwise prepared for the Contractor to proceed with the Work, as determined by the Authority in its sole and absolute discretion, the Authority shall issue a notice to commence the Work directing the Contractor to proceed with the Work on the date indicated in the notice (the "Commencement Date").
- 3.2 **Time for Completion.** The Contractor shall commence the Work on the Commencement Date, and the Work shall be carried out regularly and without interruption. The Contractor shall substantially complete the Work not later than fifteen (15) calendar days after the Commencement Date, or such other date as may by Change Order be designated (the "Scheduled Completion Date"). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time". The Contract Time includes the mobilization and materials procurement period.
 - 3.2.1 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).

- 3.2.2** In the event that the Contractor fails to substantially complete the Work on or before the Scheduled Completion Date, then, commencing on the first day following the Scheduled Completion Date, liquidated damages shall begin accruing at the rate of \$1,179.00 per day and shall continue accruing each day until the Work is substantially complete.

4.0 Contract Price.

- 4.1** The total not-to-exceed (NTE) value of the Contract is the amount of **FIVE HUNDRED SEVENTY THOUSAND TWO HUNDRED TWENTY-THREE AND NO/100 DOLLARS (\$570,223.00)** to be paid in accordance with the provisions herein. 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 Work.

- 5.1** The Contractor shall perform all Work necessary to complete the Project in accordance with this Contract.
- 5.2 Work Defined.** The terms “Work” and “Project Work” shall mean whatever is done by or required of the Contractor to perform and complete its duties relating to the installation of the Project under the Contract, including, without limitation, the following:
- 5.2.1** Construction of the whole and all parts of the Project in full and strict conformity with this Contract;
- 5.2.2** The provision and furnishing, and prompt payment therefore, of all labor, supervision, services, materials, supplies, equipment, fixtures, tools, transportation, storage, and things required for the installation of the Project;
- 5.2.3** The furnishing of any required bonds and insurance as required by the Contract;
- 5.2.4** The furnishing of all warranties required by the Contract;
- 5.2.5** The furnishing of all other services and things required or reasonably inferable from the Contract Documents; and,

5.2.6 All things necessary or inferable from the Contract Documents necessary for the proper and complete performance of the Work.

6.0 Authority's Obligations. Pursuant to the Contract, the Authority agrees to perform any obligations of the Authority as detailed herein.

6.1 The Authority shall review any documents submitted by the Contractor requiring the Authority's decision, and shall render any required decisions pertaining thereto.

6.2 In the event that the Authority knows of any material fault or defect in the Work, nonconformance with the Contract, or any other errors, omissions, or inconsistencies, the Authority shall give prompt notice thereof in writing to the Contractor.

6.3 The Authority shall provide the Contractor with access to the site and to the Work, and shall provide the Contractor with such information, existing and reasonably available, necessary to the Contractor's performance of the Contract as the Contractor may request.

6.4 The Authority shall cooperate with the Contractor in securing any necessary licenses, permits, approvals, or other necessary authorizations; however, securing any necessary licenses, permits, approvals, or other necessary authorizations shall at all times be the Contractor's sole obligation pursuant to section 2.2 herein.

6.5 The Authority shall perform the duties set forth herein in a reasonably expeditious fashion so as to permit the orderly and timely progress of the Work.

6.6 The Authority's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of the Contractor under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

6.7 Right to Audit. The Authority shall be entitled to rely upon the accuracy and completeness of the information furnished by the Contractor in connection with its request for payment. The Authority shall have the right, however, upon demand, to make a detailed examination, audit, or inspection of the Contractor's books and records for the purpose of verifying the accuracy and completeness of such information. In the event the Authority determines that the Contractor has been paid any sums not due, then such sums shall be reimbursed by the Contractor to the Authority within two (2) Working Days of written demand by the Authority.

7.0 Payments.

7.1 To receive payment for services rendered pursuant to the Contract, the Contractor shall submit a fully completed payment application for work previously performed

for the Authority by delivering such application to the Authority pursuant to section 10 herein. Notwithstanding any other provision of the Contract Documents, in no event will the Authority be liable for any payment to the Contractor under the Contract Documents until such time as the applicable payment application is approved by the Authority's A/E consultant.

- 7.2** Before the first payment application, the Contractor will submit to the Authority a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Authority may require. The schedule of values will separately itemize each major component of the Work and will not change during performance of the Work.
- 7.3** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed, as follows:
 - 7.3.1** take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Price allocated that portion of the Work in the Contractor's schedule of values approved by the Authority;
 - 7.3.2** subtract retainage with respect to such Work as more specifically set forth herein;
 - 7.3.3** add that portion of the Contract 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 advance by the Authority, suitably stored off the site at a location agreed upon in writing);
 - 7.3.4** subtract the aggregate of previous payments made by the Authority;
 - 7.3.5** subtract the shortfall, if any, indicated by the Contractor in the documentation required to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Authority in such documentation; and,
 - 7.3.6** subtract amounts, if any, for which the Authority has withheld payment pursuant to the Contract Documents.
- 7.4** The Authority shall have thirty (30) days to review the payment application and determine, in its sole and absolute discretion, whether the payment application satisfies the requirements herein and in the Contract Documents.
- 7.5** At a minimum, each payment application shall detail the following information:

- 7.5.1.1** Unique payment application number

- 7.5.1.2** Contractor's name, address, and telephone number
 - 7.5.1.3** Date of payment application and/or billing period
 - 7.5.1.4** Applicable Contract No.
 - 7.5.1.5** Brief description of the Work performed rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report)
 - 7.5.1.6** Supporting documentation for the payment application
- 7.6** Together with each application for payment, Contractor shall deliver a partial release of lien in the form required by the Authority current through the date of the application for payment. When required by the Authority, the Contractor shall also deliver with each application for payment a partial release from each subcontractor and supplier through the date of the application for payment. Contractor shall deliver with the application for final payment a final release of lien in the form required by the Authority. The Contractor's delivery of the required releases to the Authority for approval, and the Authority's approval of the applications for payment, are conditions precedent to the Authority's obligation to pay each application for payment. Another condition precedent to the Authority's approval and payment of each application for payment is the Authority receiving a recommendation from the Authority's representative or the Authority's designated Engineer. The Authority has no obligation with respect to the proper disposition or application of any moneys paid by the Authority to the Contractor. The Contractor releases all claims against the Authority and any Authority-related person for consequential, special, or punitive damages suffered by any Contractor-related person, including lost profits and business interruption.
- 7.7** For each application for payment prior to the Scheduled Completion Date, the Authority may withhold the amount of five percent (5%) as retainage from the payment otherwise due. No interest shall be payable on any amounts retained.
- 7.8** The Contractor waives any rights under the Prompt Payment Act or other law until the foregoing requirements herein are fulfilled as determined by the Authority in its sole and absolute discretion. The Authority reserves the right to issue payments in the form of joint checks in the event that the Authority determines in its sole and absolute discretion that doing so is in its best interests.
- 7.9** The Authority will pay the entire unpaid balance of the Contract Price ("Final Payment") to the Contractor upon satisfaction of all conditions contained in the Contract Documents. Acceptance of the Final Payment by the Contractor will constitute a release by the Contractor of all claims against the Authority except for the claims identified by the Contractor as unsettled on the Contractor's application for Final Payment.

8.0 Additional Obligations of the Contractor.

- 8.1** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel.
- 8.2** 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.
- 8.3** 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.
- 8.4 Insurance Requirements.**
- 8.4.1 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:
- 8.4.1.1 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 and \$2,000,000.00 in aggregate). 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.
- 8.4.1.2 Business Automobile Liability Insurance.** Such coverage shall be a combined single limit of not less than \$1,000,000.00.
- 8.4.1.3 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.
- 8.4.1.4** By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to worker's compensation insurance. This certification includes all subcontractors. The Contractor shall pay all deductibles stated

in the policy. The Contractor shall ensure that all subcontractors provide the insurance required by the Contract Documents.

8.4.1.5 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.

8.5 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.

8.6 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.

9.0 Changes and Extensions of Time.

9.1 Authority’s Right to Order Changes. Changes in the Work 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.

9.2 Continuing Duty to Perform the Work 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 Work, 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.

9.3 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.

10.0 Notices, Invoices, and Reports.

10.1 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.

10.2 The Authority and the Contractor hereby provide the information they wish to be used by the other party when sending notices pursuant to section 10.1:

**Cameron County Regional Mobility Authority
Attention: Pete Sepulveda, Jr.
Executive Director
3461 Carmen Avenue
Rancho Viejo, Texas 78575**

Email: PSepulveda@ccrma.org

Texas Cordia Construction, LLC
Attention: Yara M. Corbitt, PE, CEO
3149-A Center Pointe Drive
Edinburg, Texas 78539
Email: yara@texascordia.com

11.0 Additional Considerations.

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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:
- 11.4.1** Funding is not available;
 - 11.4.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 11.4.3** The Authority's requirements in good faith change after award of the Contract.
- 11.5 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.
- 11.6 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.

- 11.7 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.
- 11.8 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.
- 11.9 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.
- 11.10 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.
- 11.11 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.
- 11.12 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.

11.13 Time of the Essence. Time is of the essence under this agreement as to each provision in which time of performance is a factor.

11.14 Limitation of Liability. IN NO EVENT SHALL THE AUTHORITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.

11.15 Indemnification.

11.15.1THE 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.

11.15.2In 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.

11.15.3Any 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.

11.15.4 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.

11.15.5 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.

11.16 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.

11.17 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.

11.18 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.

11.19 Warranty of Title. The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

11.20 Warranty of Workmanship and Materials. The Contractor warrants and guarantees to the Authority that all labor furnished to perform the Work under the Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results in compliance with the Contract, that materials and equipment furnished shall be of high quality and new unless otherwise permitted by the Contract, and that the Work will be of high quality free from faults and defects and in conformance with the Contract. Any and all Work not conforming to these requirements shall be considered defective and shall constitute a breach of the Contractor's warranty if not remedied in accordance with the Contract. This warranty shall continue for a period of one (1) year from the date of the Authority's fully-informed final acceptance of the work.

11.21 Prohibition Against Liens. The Contractor is prohibited from placing a lien on the subject property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

11.22 Bonding Requirements.

11.22.1The Contractor shall furnish Performance, Payment, and Warranty Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all the Contractor's obligations to perform the Work under the Contract Documents. These Bonds shall remain in effect at least one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. The Contractor shall also furnish such other Bonds as are required by the Contract Documents.

11.22.2All Bonds shall be in a form approved by the Authority except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are authorized to do business in the State of Texas and are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bonds Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

11.22.3If the surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of

Texas, or it ceases to meet the requirements herein, the Contractor shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the provisions herein.

11.23 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 11.15, AND ANY OTHER CLAUSE HEREIN, SHALL IN NO EVENT BE STRICTLY CONSTRUED AGAINST THE AUTHORITY.

12.0 Exhibits.

12.1 The following noted documents are a part of the Contract:

12.1.1 Exhibit 1. Bid Documents for Project No. 2023-SH550-1 SH 550 Emergency Maintenance: Northbound Ramp Contract for SH 550 DCNB Ramp Repairs. A true and correct copy of the Bid Documents may be found at the Authority's office and are incorporated by reference as if fully set forth herein.

12.1.2 Exhibit 2. Awarded Bid for Project No. 2023-SH550-1 SH 550 Emergency Maintenance: Northbound Ramp. A true and correct copy of the Bid may be found at the Authority's office and is incorporated by reference as if fully set forth herein.

(Intentionally Left Blank)

(Signature Page to Follow)

EXECUTED as of the 3rd day of May 2023.

AUTHORITY

Cameron County Regional Mobility Authority

By: _____
Frank Parker, Jr., Chairman

Date: _____

CONTRACTOR

Texas Cordia Construction, LLC

By: _____
Yara M. Corbitt, PE, CEO

Date: _____

**2-E CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION #37
FOR GEC SUPPORT FOR PS&E, BID MANAGEMENT, AND
CONSTRUCTION ENGINEERING & INSPECTION FOR THE SH550
DCNB RAMP REPAIRS WITH S&B INFRASTRUCTURE, LLC.**

WORK AUTHORIZATION NO. 37

This Work Authorization is made as of this _____ day of _____, 2023, 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 for SH 550 NB Ramp Emergency Repair.***

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 \$79,185.46 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.

-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: _____

S&B INFRASTRUCTURE, LTD.

By: _____
Daniel O. Rios, PE, President
Date: _____

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) Provide GEC with a Notice to Proceed.
- (2) Payment for work performed by the GEC and accepted by Authority in accordance with this Agreement.
- (3) 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.
- (4) 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 referred to in Exhibit C.

EXHIBIT B

Services To Be Provided By The GEC

County: Cameron
Highway: SH 550

GENERAL

The work to be performed by the GEC under this contract consists of providing engineering services required for the SH 550 NB Ramp Emergency Repair.

The GEC shall direct and coordinate the various elements and activities associated with this work authorization, including day-to-day project management, management and coordination with sub-consultant and administration, progress reports and billing statements.

Area 163 Miscellaneous Roadway

- A. The GEC shall perform initial investigations to determine the extent and limits of the damage associated with the required emergency maintenance activities, including structural and geotechnical investigations consisting of Pavement Coring and Analysis.
- B. The GEC shall prepare plans, specifications, and estimates (PS&E) for the emergency maintenance activities. Including General Notes, Layouts, Estimated Quantities, Details, Stormwater Pollution Prevention Plan, EPIC sheets, and standard details.

Area 164 General Coordination

- A. The GEC will coordinate with AUTHORITY staff, other consultants, local municipal agencies, and utility companies.
- B. The GEC shall implement their Quality Assurance/Quality Control program prior to submitting project documents to the AUTHORITY. The GEC is responsible for errors and/or omissions that become evident before submission of the final Grant Application Package. The GEC shall promptly make necessary revisions or corrections resulting from the Engineer's errors, omissions, or negligent acts without additional compensation.
- C. The GEC shall a prepare, coordinate, execute and administer work authorizations with sub-consultants.
- D. The GEC shall maintain all records and files related to the project throughout the duration of the services.
- E. The GEC shall prepare written materials, letters, survey forms, etc., used to solicit information or collect data for the project and submit them to the AUTHORITY for review and approval prior to its use or distribution. Copies of outgoing correspondence and incoming correspondence will be provided to the AUTHORITY on a continuing, at least monthly, basis.

Area 350 Construction Phase Services

- A. The GEC shall 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. The GEC shall 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. The GEC shall 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.
- D. The GEC shall 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.
- E. The GEC shall review mill and shop inspection and laboratory tests and field tests of construction materials performed by the testing engineer and the testing verification engineer.
- F. The GEC shall 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.
- G. The GEC shall verify and certify final inspection reports of the completed construction issued by the construction manager and issue recommendations and certifications of completion of construction.
- H. The GEC shall 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.
- I. The GEC shall provide on-site field inspection for maintenance activities, estimated 15 calendar days.

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

Field Investigation (Structural and Geotechnical)	1 Week from NTP
Emergency Maintenance Plans	1 Week from NTP
Construction Phase Services	4 Weeks from NTP

Work Order Complete – 4 weeks from NTP

PROJECT: SH 550 NB Ramp Emergency Repair
 CLIENT: CCRMA
 CONTRACT: GEC Contract
 CSJ:
 COUNTY: Cameron
 S & B JOB NO.: U2716.337 WA37

04/28/23

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS														ESTIMATED FEE	TOTALS
					Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	Env Scientist I/II	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (I,II)	Senior CADD/Const Inspector	CADD Operator (I)	Secretary	TOTAL HRS		
	163	MISCELLANEOUS ROADWAY																		
		Roadway																		
		Initial Investigation	S & B	BASIC			9				9			9				27	\$6,209.01	
		Plan Set Development & Structural Report	S & B	BASIC			31				28			22	19			100	\$21,308.54	
		Geotechnical																0		
		Pavement Coring and Analysis	B2Z	BASIC															\$17,432.64	
		Sub Total (163 - MISCELLANEOUS ROADWAY)			0	0	40	0	0	0	37	0	0	31	19	0	0	127		\$44,950.19
	164	GENERAL COORDINATION																		
		a Project Manager (Proj Coord)(2 HRS/WK)	S & B	BASIC			6											6	\$1,650.00	
		c Sub Consultant Coordination	S & B	BASIC			2											2	\$550.00	
		e Project Secretary /CLERICAL (2 hrs/week)	S & B	BASIC													10	10	\$650.00	
		Sub Total (164 - GENERAL COORDINATION)			0	0	8	0	0	0	0	0	0	0	0	0	10	18		\$2,850.00
		Sub Total (163 - 164)			0	0	48	0	0	0	37	0	0	31	19	0	10	145	\$30,367.55	\$47,800.19
	350	CONSTRUCTION PHASE SERVICES																		
681040		CONSTRUCTION BIDDING	S & B	SPECIAL																
681040		RFIS/Addendums	S & B	SPECIAL			1							2	2			5	\$844.46	
681040		Pre Bid Conference	S & B	SPECIAL			3							3				6	\$1,334.19	
681040		Bid Opening	S & B	SPECIAL										4				4	\$678.92	
681040		Bid Tabulation/Recommendation of Award	S & B	SPECIAL			2							6	2			10	\$1,798.38	
681040		DURING CONSTRUCTION	S & B	SPECIAL																
681040		Daily Inspection/Final Drawings and Pay Estimate	S & B	SPECIAL											140	4		144	\$16,500.00	
681040		CMT	B2Z	SPECIAL															\$8,000.00	
681040		Review of Shop Drawings	S & B	SPECIAL																
681040		Concrete Mix Design	S & B	SPECIAL										2				2	\$339.46	
681040		Hot Mix Design	S & B	SPECIAL										2				2	\$339.46	
		Sub Total (350 - CONSTRUCTION PHASE SERVICES)			0	0	6	0	0	0	0	0	0	19	144	4	0	173		\$29,834.87
		LABOR TOTALS																		
		Total Hours	MULTIPLIER		0	0	54	0	0	0	37	0	0	50	163	4	10	318		\$77,635.06
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		299.96	249.99	275.00	185.00	110.00	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	29.17	23.86	65.00	59.65	55.00	45.00	30.49	26.51	17.23			
	160	NON LABOR																		
		c Travel - Mileage to Project Site (Initial Investigation, Plan Development Meeting, Pre-Bid Meeting and CM Trips)	S & B	SPECIAL	Mileage per trip =	80	Trips =	22							Milage Rate (\$/mi.)=	\$ 0.540			\$950.40	
		d Travel to Project Site - Airfare Structural Engineer	S & B	SPECIAL	# of People	1	Trips =	1							Airfare Rate =	\$ 600.000			\$600.00	
		Sub Total (F.C. 160)																		\$1,550.40
		NON LABOR TOTAL																	\$1,550.40	
		BASIC SERVICE TOTAL																	\$ 47,800.19	
		SPECIAL SERVICE TOTAL																	\$ 31,385.27	
		PROJECT TOTAL																		\$79,185.46



Exhibit D

Invoice

P.O. Box 2724
McAllen, Tx. 78502
(956) 585-3773

Date	Invoice #
4/26/2023	4749

Please send remittance with copy of invoice to:

Attn: Mrs. Aisha Gonzalez
P.O. Box 2724
McAllen, Tx. 78502

Bill To:

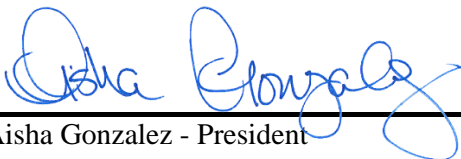
S&B Infrastructure, Ltd.
Attn: Infrastructure Accounts Payable
PO Box 266245
Houston, TX 77201-6245

Project Name:

SH 550 Crash Site Pavement Coring & Evaluation

Billing Period **April 2023**

Task Description	Unit Rate	Units	Current Completed	Total Due
Task 1 - Pavement Coring	\$ 550.00	4	\$ 2,200.00	\$ 2,200.00
Task 2 - Tex-200-F ~ Sieve Analysis	\$ 95.00	8	\$ 760.00	\$ 760.00
Task 3 - Tex-207-F ~ Density	\$ 80.00	14	\$ 1,120.00	\$ 1,120.00
Task 4 - Tex-227-F ~ Specific Gravity	\$ 95.00	8	\$ 760.00	\$ 760.00
Task 5 - Tex-236-F ~ Asphalt Content	\$ 95.00	8	\$ 760.00	\$ 760.00
Task 6 - Laboratory / Field Technician	\$ 86.20	66	\$ 5,689.20	\$ 5,689.20
Task 7 - Engineering Analysis & Report Writing	\$ 198.93	30	\$ 5,967.90	\$ 5,967.90
Task 8 - Mileage	\$ 0.655	268	\$ 175.54	\$ 175.54
Total Due This Invoice				\$17,432.64


Aisha Gonzalez - President

**2-F CONSIDERATION AND APPROVAL OF PAYMENT OF WORK
AUTHORIZATION #38 FOR MPDG GRANTS SUPPORT FOR THE EAST
LOOP PROJECT WITH S&B INFRASTRUCTURE, LLC.**

WORK AUTHORIZATION NO. 38

This Work Authorization is made as of this _____ day of _____, 2023, 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" or "Engineer").

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: ***Professional services including: providing engineering services for the preparation the 2023 Federal Grant Application for the East Loop Project under the Multimodal Projects Discretionary Grant opportunity.***

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 \$31,133.10, 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.

-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: _____

S&B INFRASTRUCTURE, LTD.

By: _____
Daniel O. Rios, PE, President

Date: _____

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 Engineer the following:

- (1) Payment for work performed by the Engineer and accepted by Authority in accordance with this Agreement.
- (2) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
- (3) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain an agreed-upon work schedule.

EXHIBIT B

Services to be Provided by the Engineer

GENERAL

The work to be performed by the GEC under this contract consists of providing engineering services required for the preparation of a Federal Grant Application for the East Loop Project under the Multimodal Project Discretionary Grant Opportunity (2023).

The GEC shall collect, review, and evaluate the available existing data pertaining to the project and prepare the Grant Application Package in accordance with the requirements of the Notice of Funding Opportunity (NOFO) for the FY23 Multimodal Project Discretionary Grant Opportunity to be posted in the Federal Register.

It is understood by the GEC and the AUTHORITY that requirements of the Federal Application package may differ from the FY22 Multimodal Project Discretionary Grant Opportunity. This scope of work assumes that the requirements of the grant application package for FY23 are comparable to FY22, the GEC shall notify the AUTHORITY of any significant differences prior to development of the Federal Grant Application Package.

PROJECT MANAGEMENT

- A. The GEC will coordinate with AUTHORITY staff, other consultants, local municipal agencies, and utility companies.
- B. The GEC shall implement their Quality Assurance/Quality Control program prior to submitting project documents to the AUTHORITY. The GEC is responsible for errors and/or omissions that become evident before submission of the final Grant Application Package. The GEC shall promptly make necessary revisions or corrections resulting from the GEC's errors, omissions, or negligent acts without additional compensation.

FEDERAL GRANT APPLICATION PREPARATION

The GEC will prepare the following documents for the Federal Grant Application Package:

- A. **Project Narrative** consisting of the following sections as defined by the Grant NOFO: Cover Page, Project Description, Project Location, Project Parties, Grant Funds Sources and Uses of all Project Funding, Project Outcome Criteria, Benefit-Cost Analysis Summary, Project Readiness and Environmental Risk, Project Requirements.
- B. **Benefit Cost Analysis** shall assist the AUTHORITY's other consultant with the development of the Benefit Cost Analysis, including review, acquisition of documents and statistics which may be necessary to complete the BCA in accordance with FHWA's Benefit Cost Analysis Guidelines.

- C. Applicable **Standardized Federal Forms**, including SF424 – Application for Federal Assistance, and SF 424C – Budget information for Construction.

DELIVERABLES

1. Federal Grant Application Package

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.

It is understood that the Federal Grant Application Package must be submitted no later than a date to be specified on the Notice of Funding Opportunity (NOFO).

NOTICE TO PROCEED – Upon Receipt of the FY23 NOFO

- | | |
|---|-------------------|
| 1. Review of FY23 NOFO for Significant Differences | 7 days (1 Week) |
| 2. Application Preparation Phase | 28 days (3 Weeks) |
| 3. Application Review Phase | 14 days (2 Weeks) |

Work Authorization Complete

June 30, 2023

PROJECT: East Loop MPDG Grant Application

CLIENT: CCRMA

04/28/23

CONTRACT: GEC Contract

CSJ:

EXHIBIT D -- FEE ESTIMATE

COUNTY: Cameron

S & B JOB NO.: U2716.338 WA38

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE								ESTIMATED FEE	TOTALS
					Principal	Project Manager	Engineer (V)	Engineer (I,II)	Senior CADD	Secretary	TOTAL HRS		
		PROJECT MANAGEMENT	S & B	BASIC		15				30	45	\$6,075.00	
		FEDERAL GRANT APPLICATION PREPARATION	S & B	BASIC							0	\$0.00	
		Review FY23 NOFO	S & B	BASIC			5				5	\$1,124.90	
		Prepare Project Narrative	S & B	BASIC		10	30	30	15		85	\$16,316.30	
		Prepare Standard Federal Forms	S & B	BASIC				10			10	\$1,697.30	
		BCA Development Support	S & B	BASIC		5		20	10		35	\$5,919.60	
		Sub Total (- PROJECT MANAGEMENT)			0	30	35	60	25	30	180		\$31,133.10
		LABOR TOTALS											\$ 31,133.10
		Total Hours	MULTIPLIER		0	30	35	60	25	30	180		
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		299.96	275.00	224.98	169.73	115.00	65.00			
		BASE RATES: (\$/MAN-HOUR)			79.53	72.91	59.65	45.00	30.49	17.23			
		NON LABOR											\$0.00
		PROJECT TOTAL											\$31,133.10

**2-G CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICE
AGREEMENT FOR MPDG GRANTS SUPPORT FOR THE EAST LOOP
PROJECT WITH HDR ENGINEERING, INC**

PROFESSIONAL SERVICES AGREEMENT

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 Cameron County Regional Mobility Authority (the "Authority") selected HDR Engineering, Inc. (the "Engineer") to provide professional engineering services for the Authority; and,

WHEREAS, the Authority needs the Engineer to provide professional engineering services for the East Loop Project (the "Project") in accordance with this Agreement; and,

WHEREAS, this Professional Services Agreement (the "Agreement") between the Authority and the Engineer is hereby entered into and agreed to as of the 3rd day of May 2023 (the "Effective Date");

NOW, THEREFORE, the parties agree, as follows:

1.0 Definitions.

- 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 Engineer.** Any reference herein to the "Engineer" shall be interpreted to mean the same as HDR Engineering, Inc.
- 1.3 The Agreement.** The Agreement is comprised of the Agreement, the Exhibits listed and referenced herein, and all formal changes to any of those documents by addendum or other agreement signed by the Authority and the Engineer. This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. Services required by any page, part, or portion of the Agreement shall be deemed to be required as if called for in the whole Agreement and no claim for extra Services shall be based upon the fact that the description of the Services in question is incomplete.
- 1.4 Services.** Any reference herein to the "Services" shall be interpreted to mean the same as those certain professional engineering services for the Project described on **Exhibit 1** attached hereto and incorporated by reference.
- 1.5 Project.** Any reference herein to the "Project" shall be interpreted to mean the same as the East Loop Project.
- 1.6 Provision of All Things Required.** Anything that may be required, implied or inferred by the Agreement, shall be provided by the Engineer for the Compensation.

- 1.7 Privy only with the Engineer.** Nothing contained in this Agreement shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Authority and any person except the Engineer and the Engineer's permitted successors and assigns.
- 1.8 “Include” Intended to be Encompassing.** “Include”, “includes”, or “including”, as used in the Agreement, shall be deemed in all cases to be followed by the phrase, “without limitation.”
- 1.9 Use of Singular and Plural.** Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.10 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 Agreement 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 Agreement.
- 2.0 Engineer’s Representations.** In order to induce the Authority to execute this Agreement and recognizing that the Authority is relying thereon, the Engineer, by executing this Agreement, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Agreement, or implied by operation of law, makes the following express representations to the Authority:
- 2.1** The Engineer is fully qualified to perform the Services.
- 2.2** The Engineer shall maintain all necessary licenses or other authorizations necessary for the Services until the Engineer’s duties under this Agreement have been fully satisfied.
- 2.3** The Engineer has the expertise, experience, and knowledge as well as the necessary team, personnel, and financial capability to perform the Services in accordance with the terms of this Agreement.
- 2.4** Prior to the execution of this Agreement, the Engineer has become familiar with the Project and the Services required by this Agreement as well as has reviewed the Authority’s concerns, if any, and the Engineer accepts the foregoing in entering into this Agreement.
- 2.5** The Engineer assumes full responsibility to the Authority for the improper acts and omissions of its subcontractors, subconsultants, or others employed or retained by Engineer in connection with the Services.

3.0 Compensation.

- 3.1** The total firm fixed price value of the Agreement is the amount of \$39,693.00 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.
- 3.2** Notwithstanding any other provision of this Agreement, the Authority shall only be obligated to issue payment under this Agreement to the extent local funds are available.

4.0 Authority's Obligations. Pursuant to the Agreement, the Authority agrees to perform any obligations of the Authority as detailed herein.

- 4.1** The Authority shall review any documents submitted by the Engineer requiring the Authority's decision and shall render any required decisions pertaining thereto.
- 4.2** The Authority shall provide the Engineer with such information, existing and reasonably available, or necessary to the Engineer's performance of the Agreement as the Engineer may request.
- 4.3** The Authority's agreement not to exercise, or its delay or failure to exercise, any right under the Agreement or to require strict compliance with any obligation of the Engineer under the Agreement shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.
- 4.4 Right to Audit.** The Authority shall be entitled to rely upon the accuracy and completeness of the information furnished by the Engineer in connection with its request for payment. The Authority shall have the right, however, upon demand, to make a detailed examination, audit, or inspection of the Engineer's books and records for the purpose of verifying the accuracy and completeness of such information. In the event the Authority determines that the Engineer has been paid any sums not due, then such sums shall be reimbursed by the Engineer to the Authority within two (2) Working Days of written demand by the Authority.

5.0 Additional Obligations of the Engineer.

- 5.1** The Engineer shall be solely responsible for providing supervision and oversight to all of the Engineer's personnel.
- 5.2** The Engineer agrees to submit a status report to the Authority at least one (1) time every ten (20) business days during the term of this Agreement in addition to any scheduling and reporting requirements under the Agreement.

- 5.3** The Engineer warrants and represents that it will assign only qualified personnel to perform the Services.
- 5.4** All Services provided by the Engineer shall be done in accordance with applicable all Federal, State and local laws, regulations, codes, and ordinances.
- 5.5** The Engineer shall provide insurance for the Services performed for this Project consistent with the insurance requirements as follows:
- 5.5.1** Minimum Professional Liability Coverage of \$5,000,000 per claim and aggregate
- 5.5.2** Coverage extends a minimum of one year beyond completion of services.
- 5.6** The Engineer, 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 Engineer’s legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Engineer 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 Engineer 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 Agreement by specific performance, as well as hold the Engineer liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The Engineer agrees that it has received valuable consideration for the entering into of the Agreement and agrees to be bound all of its terms and conditions. The Agreement will be binding on the Engineer and any attorney, accountant, financial advisor, or other consultant who also may be provided Confidential Information.
- 5.7** The Engineer shall comply with any other requirements of the Request for Qualifications applicable to this Agreement.

6.0 Notices, Invoices, and Reports.

- 6.1** All notices, invoices, or reports shall be delivered to the Authority and to the Engineer, as follows:

Cameron County Regional Mobility Authority
Attn: Pete Sepulveda, Executive Director

3461 Carmen Avenue
Rancho Viejo, Texas 78575

Engineer

HDR Engineering, Inc.
Attn: David C. Weston Vice-President
4828 Loop Central Drive
Suite 800
Houston, Texas 77081-2220

7.0 Additional Considerations.

- 7.1 Severability.** The invalidity of any provision of the Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision herein.
- 7.2 Applicable Laws.** 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 EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF CAMERON COUNTY, TEXAS.
- 7.3 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 Director, 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.
- 7.4 Subcontractors/Subconsultants.** Unless otherwise authorizing in writing by the Authority, the Engineer may not use any subcontractors or subconsultants to accomplish any portion of the Services without obtaining the prior written permission of the Authority. Moreover, by signing the Agreement, the Engineer is certifying to the Authority that the Engineer shall not enter into any subcontract with a subcontractor or a subconsultant that is debarred or suspended by the Texas Department of Transportation or any federal agency. By entering this Agreement, the Authority provides its written permission for the Engineer to use the services of the subcontractors or subconsultants listed on **Exhibit 2** attached hereto and incorporated by reference. Notwithstanding the foregoing, in no way does the Authority providing written permission to the Engineer to use the services of a subcontractor or subconsultant waive the Authority's governmental immunity or make such subcontractor or subconsultant a third party beneficiary to this Agreement.

- 7.5 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.
- 7.6 Independent Contractor.** The Engineer 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.
- 7.7 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.
- 7.8 Time of the Essence.** Time is of the essence under this Agreement as to each provision in which time of performance is a factor.
- 7.9 Limitation of Liability.** IN NO EVENT SHALL THE AUTHORITY BE LIABLE TO THE ENGINEER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.
- 7.10 Indemnification.**
- 7.10.1** THE ENGINEER 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 ENGINEER TO PERFORM THE OBLIGATIONS REQUIRED BY THE AGREEMENT 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 ENGINEER, OR THE ENGINEER'S AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR OTHER THIRD PARTIES. THE ENGINEER 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 ENGINEER.

7.10.2 NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; AND/OR COST OF CAPITAL) ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PROJECT OR THE AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO ANY SUCH DAMAGES CAUSED BY THE NEGLIGENCE, ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT, OR WARRANTY – EXPRESS OR IMPLIED.

7.10.3 In this connection, it is expressly agreed that the Engineer 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 Engineer the consequences of which the Engineer has indemnified the Authority. If the Engineer 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 Engineer including attorney's fees and court costs.

7.10.4 Any money due to the Engineer under and by virtue of the Agreement, which the Authority believes must be withheld from the Engineer 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 Engineer's payments shall not be withheld, and its surety shall be released, if the Engineer is able to demonstrate that it has adequate liability and property damage insurance to protect the Authority from any potential claims.

7.10.5 The Engineer shall provide that any contractual arrangement with a subcontractor or subconsultant shall be in conformance with the terms of the Agreement including the terms of this indemnity provision. The Engineer guarantees that it will promptly handle and rectify any and all claims that may be made against it or any of its subcontractors or subconsultants in connection with the Agreement.

7.10.6 THE ENGINEER 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 ENGINEER 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 ENGINEER.

- 7.11 Rights in Data (Ownership and Proprietary Interest).** 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, 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 Engineer as part of this Agreement, including all information prepared for or posted on the Authority's website and together with 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 Engineer shall transfer in ownership to the Authority upon payment therefor. 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 Engineer under this Agreement. The Authority hereby grants the Engineer 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 the work required by this Agreement; or, (b) the termination of this Agreement, at which time the Engineer shall deliver to the Authority all such materials and documents. If the Engineer desires later to use any of the data generated or obtained by it in connection with this Agreement, it shall secure the prior written approval of the Authority. Notwithstanding anything contained herein to the contrary, the Engineer shall have the right to retain a copy of the above materials, records, and documents for its archives. The Engineer 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 Engineer and existed prior to or at the time the Engineer began providing any Services under this Agreement. The

Authority retains an unrestricted license for software packages originally developed with Authority funds.

- 7.12 Assignment/Transfer.** The Engineer shall not assign or transfer any of its rights or interest under the Agreement 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.
- 7.13** THE ENGINEER EXPRESSLY AGREES THAT: (1) THE AUTHORITY RETAINS ITS GOVERNMENTAL IMMUNITY IN ALL RESPECTS UNDER THIS AGREEMENT; AND, (2) NO AGREEMENTS, BETWEEN THE ENGINEER AND ANY THIRD PARTY SHALL BE ENFORCEABLE AGAINST THE AUTHORITY. THE ENGINEER WARRANTS TO THE AUTHORITY THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT AND THAT, IN THE EVENT A THIRD PARTY ATTEMPTS TO HOLD THE AUTHORITY LIABLE FOR ANY ACTION OR INACTION OF THE ENGINEER, THAT THE ENGINEER SHALL INDEMNIFY THE AUTHORITY UNDER SECTION 7.10.
- 7.14** IN THE EVENT OF A QUESTION AS TO THE INTERPRETATION OF ANY PROVISION OF THIS AGREEMENT, THE PROVISION SHALL NOT BE CONSTRUED AGAINST THE DRAFTING PARTY. THIS INCLUDES BUT IS NOT LIMITED TO THE ENGINEER'S AGREEMENT THAT SECTION 7.10, AND ANY OTHER CLAUSE HEREIN, SHALL IN NO EVENT BE STRICTLY CONSTRUED AGAINST THE AUTHORITY.

8.0 Exhibits.

- 8.1** The following noted documents are a part of the Agreement:

8.1.1 Exhibit 1. Description of Services.

8.1.2 Exhibit 2. There are no Subcontractors/Subconsultants associated with this agreement. Therefore, there is no Exhibit 2 attached.

- 8.2** To the extent that any provisions of this Agreement conflict with the provisions of the Exhibits, the more specific provision shall control except that, notwithstanding the foregoing, to the extent that any provision of this Agreement conflicts with a provision of **Exhibit 1**, this Agreement shall control. In the event that any provisions of the Exhibits themselves conflict with each other, **Exhibit 1** shall control.

- 9.0 CERTIFICATIONS.** Each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein.

HDR Engineering, Inc.

By: _____
David C. Weston Area Manager / VP

Date: _____

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Frank Parker, Jr., Chairman

Date: _____