

APPENDIX F

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

AGREEMENT FOR

GENERAL CONSULTING CIVIL ENGINEERING SERVICES

[SELECTED FIRM]

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

THIS AGREEMENT, made as of this [#] day of [month], 2024, by and between the **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY** (“CCRMA”), 3461 Carmen Avenue, Rancho Viejo, Texas 78575, hereinafter referred to as the “Authority”, and [**FIRM**], [**Firm Address**], hereinafter referred to as the “GEC”.

WITNESSETH:

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

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

WHEREAS, [**Firm**] was selected by CCRMA as one of the firms to serve as a GEC for the Authority; and

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

NOW, THEREFORE, in consideration of payments hereinafter stipulated to be made to the GEC by the Authority, the parties do hereby agree as follows:

1. **THE SERVICES, GENERALLY.**

The Authority hereby retains the GEC to serve as the Authority's General Engineering Consultant pursuant to the terms set forth in this Agreement. All work to be performed by or on behalf of the GEC hereunder is hereinafter referred to as the "Services". In performing the Services, the GEC shall operate as an extension of, and in complete coordination with, the Authority's staff with respect to all projects which now or in the future are studied, constructed or operated by the Authority (the "Projects"), provided that nothing herein shall alter the GEC's status as an independent contractor as fully set forth in Section 19 below. To that end, the GEC shall represent, advance, and further the interests of the Authority throughout all aspects and phases of the Authority's activities and shall, when and as requested by the Authority, support the Authority in its dealings with contractors and suppliers, engineers and other consultants, the Authority's general counsel and accountants, financial advisor, traffic and revenue advisors, bond counsel, rating agencies and underwriters, governmental entities and the public, all in accordance with the standards customarily possessed and exercised by a practicing member of the engineering profession enjoying a favorable national reputation and currently practicing under similar circumstances. For specific aspects of the Services, consistent with its status as an independent contractor, the GEC shall be expected to operate independently from the Authority and without extensive oversight and direction. The GEC shall commit the personnel and resources required to respond promptly and fully to the responsibilities and

tasks assigned by the Authority throughout the term of the GEC's performance of the Services described in this Agreement. Insofar as the GEC, operating as an independent contractor as set forth herein, is operating as an extension of the Authority's staff, the Authority shall use reasonable efforts, but at no additional cost to the Authority, to require all construction contractors and design engineers performing Services on any Project for which the Authority is the procuring entity and is a party to the contract(s) for construction and/or design work to include the GEC as an additional insured on their general and automobile liability insurance policies, and to indemnify the GEC in the same manner and to the same extent as such contractors and engineers indemnify the Authority, except with respect to the GEC's own negligence or willful acts.

2. **SCOPE OF CONSULTANT SERVICES.**

Without limiting the provisions of Sections 1 or 3 hereof, the Services the Authority may call upon the GEC to provide shall encompass the numerous facets of: project management; feasibility studies and evaluation; project initiation and coordination; environmental compliance; right of way acquisition and utilities accommodations; plans, specifications, and estimates including detailed design work; project procurement and contract administration services; construction management and inspection services; project maintenance; transportation programming services; project funding support and compliance with Federal and State funding source requirements; and other related activities necessary to plan, finance, construct, operate and maintain all facilities contemplated or now owned by the Authority. A detailed description of the Services is set forth in the Scope of Consultant Services, attached hereto as Appendix A and made a part hereof.

Throughout the term of this Agreement, the Authority shall instruct the GEC to perform specific Services through the issuance of Work Authorizations or otherwise in accordance with this Agreement. Except as provided in Section 14 below, the GEC shall only be compensated for those activities undertaken in connection with a validly issued Work Authorization.

3. **“CONSULTING ENGINEERS” UNDER TRUST AGREEMENTS.**

Without limiting the provision of Sections 1 and 2 above, the GEC shall perform the obligations of the “Consulting Engineers” under any future Authority Trust Agreements entered into during the period of this Agreement.

4. **COMPENSATION.**

a. **MAXIMUM CONTRACT AMOUNT.** The maximum amount that may be awarded under this Contract is \$12,000,000. This amount may be changed through an executed amendment to this contract.

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

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

c. **SPECIFIC RATES OF COMPENSATION METHOD.** The specific rates of compensation payment method provides for reimbursement on the basis of direct labor hours at specified fixed hourly rates (including direct labor costs, indirect costs, and fee or profit) plus any other direct expenses or costs, subject to an agreed maximum amount. The specific rates of compensation payment method shall be computed using (i) the actual hourly salary rates for employees in the positions/classes shown on the “Rate Schedule” attached hereto as Appendix B and made a part hereof (i.e., the hourly amounts actually paid by the GEC or its subconsultants to the indicated employees), provided that the actual hourly salary rates for employees in the positions/classes of employees shown on Appendix B may not exceed the range for such category of position/employee shown thereon, multiplied by (ii) the applicable Multiplier plus profit described in subsection 4.d. and 4.e. below. All eligible non-salary expenses will be reimbursed at direct cost without multiplier. The resulting amounts shall constitute full payment for all services, liaisons, products, materials, and equipment required to deliver the Services including those detailed in the Scope of Consultant Services, together with

overhead and, except as described in subsection 4.f. below, anticipated travel and expenses. No adjustments will be approved or implemented without the written consent of the Authority. No other compensation will be requested or paid. The applicable overhead factor will be adjusted up or down according to the GEC's audited FAR overhead rate only as described in subsection 4.e. below.

d. **THE MULTIPLIER.** The applicable multiplier for all GEC employees providing Services under this Agreement shall be [insert Multiplier] (the "Multiplier") as calculated pursuant to subsection 4.e. Currently, it is anticipated that there will be only one multiplier used by the parties. However, in the event that the GEC employees or subconsultants work in facilities owned or leased by the Authority the multiplier for such employees or subconsultants shall be adjusted downward to reflect the Authority's burden of overhead associated with such employees or subconsultants and the corresponding relief from overhead obligations for such employees and subconsultants to the GEC. Any such adjustments will be agreed upon by the Authority and the GEC, effective as of such time as the GEC employees or subconsultants begin working in facilities owned or leased by the Authority.

e. **COMPUTATION AND ADJUSTMENT OF THE MULTIPLIER.** The negotiated Multiplier for this Agreement was determined by utilizing the GEC's auditable overhead rate as allowed under the provisions of 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR 31). The GEC represents that at all times throughout the term of this Agreement, that the Standard Multiplier shall not exceed

either (i) the GEC's auditable overhead rate determined in accordance with said Regulations, or (ii) the multiplier utilized by the GEC in its agreements with, or subcontracts for, GEC or comparable work for the Texas Department of Transportation ("TxDOT"), other toll road authorities, or any other regional mobility authority in the State of Texas. Notwithstanding any other provision of this Agreement, the GEC has an affirmative, continuing obligation to ensure that the GEC is charging the correct Multiplier at all times. The Authority intends to rely on the GEC to comply with that affirmative, continuing obligation during the term of this Agreement. The GEC agrees that any failure to fulfill that affirmative, continuing obligation will trigger the GEC's indemnity and defense obligations, as described in this Agreement, owed to the Authority. For the purposes of this Agreement, the initial Multiplier is based upon an overhead rate of [insert rate] times direct labor cost, plus [#] percent ([#]%) for profit, for a Multiplier of [insert Multiplier] times direct labor cost (computed as follows: $(1 + [\text{insert rate}] \times [\text{insert profit rate}])$).

The Multiplier will be adjusted up or down according to the GEC's audited FAR overhead rate for the preceding year, with the first such adjustment occurring as of January 1, 2023, and, thereafter, as of each subsequent January 1 during the term of this Agreement. The profit factor shall not be adjusted absent written agreement of the parties, including approval of the Authority's board of directors.

f. **EXPENSES.** As indicated above, the compensation computed in accordance with subsections 4.c., d., and e. is anticipated by the Authority and the

GEC to be full and sufficient compensation and reimbursement for the Services, and includes all customary out-of-pocket expenses anticipated to result from the GEC's performance under the Agreement that are included in the computation of the FAR overhead rate, such as office supplies, telecommunications systems, postage, photocopying, computer hardware/software and service charges, and similar business costs. Notwithstanding the foregoing, the GEC shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the GEC that are necessary for the performance of its duties under this Agreement and which are not included in the FAR overhead rate, said expenses being limited to travel costs, printing costs, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the GEC employee or subconsultant, and other expenses directly approved, in advance, by the Authority's Executive Director, except when such advance approval is impractical due to a bona fide emergency situation. The Authority shall not reimburse the GEC for travel, lodging, and similar expenses incurred by the GEC to bring additional staff to its local office or to otherwise reassign personnel to provide basic engineering support of the GEC's performance of the Services, provided, however, that the Authority shall reimburse, but only in accordance with the terms of this subsection 4.f., such costs incurred by the GEC to bring to its local office or the Authority's facilities, with advance approval by the Authority's Executive Director, staff with specialized skills or expertise required for the Services and not customarily available from a staff providing general consulting civil engineering services of the type described

in this Agreement. The GEC shall take all reasonable steps to acquire all goods and services subject to reimbursement by the Authority under this Agreement on a tax-free basis pursuant to the Authority's tax-exempt status described in subsection 4.n.

g. **NON-COMPENSABLE TIME.** Time spent by the GEC's employees or subconsultants to perform Services or functions capable of being carried out by other, subordinate personnel with a lower hourly rate shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel. Time spent by the GEC's personnel or subconsultants in an administrative or supervisory capacity not related to the performance of the Services shall not be compensable. Time spent on Services that is in excess of what would reasonably be considered appropriate for the performance of such Services shall not be compensable.

h. **INVOICES AND RECORDS.** The GEC shall submit one (1) copy of its monthly invoice certifying the salaries and expenses incurred in providing the Services under this Agreement during the previous month, and shall also present a reconciliation of monthly invoices and the Work Authorization (and related estimates) to which the Services relate. The invoice shall be in a form directly acceptable to the TxDOT for potential reimbursement by TxDOT to the Authority. Each invoice shall be in such detail as is required by the Authority and TxDOT, including a breakdown of Services provided on a project-by-project basis and/or pursuant to specified Work Authorizations, together with other Services requested by the Authority. Upon request of the Authority, the GEC shall also submit

certified time and expense records and copies of invoices that support the invoiced salary and expense figures. All books and records directly pertinent to this Agreement shall be made available during the GEC's normal business hours to the Authority, TxDOT, the Federal Highway Administration ("FHWA"), the Inspector General of the U.S. Department of Transportation, or the Comptroller General of the United States, or any of their duly authorized representatives. The GEC shall maintain all books, documents, papers, and records and other evidence directly pertinent to the Agreement, including materials relating to the GEC's or subconsultants' time, out-of-pocket expenses, materials, or other Services or deliverables invoiced to the Authority under this Agreement. The GEC shall make such materials available upon request in physical or portable format. All books and records shall be available for inspection, review, examination, copying, excerpts, transcriptions, and auditing throughout the term of this Agreement and for three (3) years after the Authority makes final payment and all other pending matters are closed, or for any other period as defined in 2 CFR § 200.333. No compensation shall be made for revisions to the GEC's or subconsultants' Services or deliverables required due in any way to the negligent error, omission, or fault of the GEC, its employees, agents, subconsultants, or contractors.

i. **EFFECT OF PAYMENTS.** No payment by the Authority shall relieve the GEC of its obligation to timely deliver the Services required under this Agreement. If after approving or paying for any Service, product or other deliverable, the Authority reasonably determines that said Service, product or

deliverable does not satisfy the requirements of this Agreement, the Authority may reject same and, if the GEC fails to correct or cure same within thirty (30) days and at no additional cost to the Authority, the GEC shall return any compensation received therefore. In addition to all other rights provided in this Agreement, the Authority shall have the right to offset any amounts owed by the GEC pursuant to the terms of this Agreement upon providing the GEC prior written notice thereof after the GEC's refusal or failure to correct or cure Services, products or deliverables that are not in conformance with the requirements of this Agreement.

j. **NO ADJUSTMENTS TO RATE SCHEDULE AND MULTIPLIERS.**

Except as otherwise expressly provided in Section 4 above the Authority and the GEC shall not make adjustments to the Multiplier during the term of this Agreement. The Authority and the GEC do not anticipate that any Services, work, deliverables or expenses of any nature shall be undertaken or incurred by the GEC on behalf of the Authority that constitute "Extra Work" or otherwise fall outside the terms of this Agreement. Unless the parties otherwise expressly agree in writing to the contrary, all Services of any nature undertaken by the GEC or its subconsultants during the term of this Agreement on behalf of the Authority shall be conclusively presumed to have been undertaken under, and be subject to, the terms of this Agreement.

k. **COMMERCIAL PRICING.** Federal Acquisition Regulations allow for payment of direct auditable expenditures and commercial pricing of certain products. The GEC may engage in commercial pricing when legally permissible,

not in contravention of federal regulations, and specifically approved by the Authority.

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

[Bank Name]
ABA Number: [0000000]
Account Name: [Firm]
[Address]
[Address]
Account Number: [00000000]

m. **TIMING OF PAYMENTS.** Payment of any undisputed amounts invoiced to the Authority by the GEC shall be made as follows:

(i) For amounts invoiced by the GEC for Services which are reimbursable by TxDOT pursuant to a toll equity grant, financial assistance agreement, or any other form of financial assistance, the Authority shall submit a payment request to TxDOT within fifteen (15) days of receipt of a conforming invoice from the GEC. Payment shall be due to the GEC from the Authority within thirty (30) days of the Authority's receipt of payment from TxDOT. Amounts of the type described in this subparagraph (i) outstanding for more than sixty (60) days after the Authority's receipt of payment from TxDOT shall accrue interest at the prime rate as published in the *Wall Street Journal* (or other accepted financial journal in the event that the *Wall Street Journal* ceases publication or fails to include current prime rates within its reported information) on the date payment is due or the first business day thereafter if the due date is a weekend or federal holiday (the "Prime Rate"). Notwithstanding anything to the contrary in this Agreement, the Authority shall have no responsibility for payment of amounts which are submitted to TxDOT for reimbursement under a toll equity grant, financial assistance agreement, or any form of financial assistance but which TxDOT refuses to pay, in whole or in part, for any reason.

(ii) For amounts invoiced by the GEC to the Authority for all properly authorized Services which are not subject to reimbursement by TxDOT, payment shall be due within thirty (30) days of receipt by the Authority of the invoice and all necessary supporting documentation. Past due amounts shall accrue interest at the lesser of the maximum rate allowed by law or the Prime Rate. In the event that more than \$200,000 of costs of

the type described in this subparagraph (ii) are due and payable for more than ninety (90) days, the GEC shall be entitled, upon thirty (30) days prior written notice to the Authority, to cease performing any further Services for the Authority which is not of a type which is subject to reimbursement by TxDOT.

(iii) Any amounts invoiced to the Authority by the GEC and for which the Authority disputes payment, or reimbursable amounts disputed by TxDOT, the period for payment for said disputed amounts shall not commence until such dispute is resolved.

n. **TAXES.** All payments to be made by the Authority to the GEC pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, *et seq.*, of the Texas Tax Code. Title to any consumable items purchased by the GEC in performing this Agreement shall be deemed to have passed to the Authority at the time the GEC takes possession or earlier, and such consumable items shall immediately be marked, labeled, or physically identified as the property of the Authority, to the extent practicable.

o. **ON-CALL OR INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ).** This Agreement shall be one of on-call or Indefinite Delivery/Indefinite Quantity (IDIQ). The Services under this Agreement were procured using competitive negotiation, as required in 23 C.F.R. § 172.9. As noted in Section 2 above and Section 14 below, the Authority shall request that the GEC perform specific Services on an as-needed basis and through the issuance of Work Authorizations. Each activity, task, or project that is expected to result in a fee to the GEC shall be performed pursuant to a separate Work Authorization. No

representation or assurance has been made on behalf of the Authority to the GEC as to either the total compensation that will be paid to the GEC or the total Work Authorizations issued to the GEC under this Agreement.

p. **COMPENSATION OF SUBCONSULTANTS.** As noted in the Request for Qualifications by which the GEC was procured, it is anticipated that the GEC may utilize the services of subconsultants to respond to certain assignments under this Agreement. The selection and Services to be provided by subconsultants must be approved, in advance, by the Authority's Executive Director. All subconsultants providing Services under this Agreement shall be subject to, and compensated or reimbursed in accordance with, all requirements of this Section 4, provided that each subconsultant shall utilize (i) its own actual hourly rates (as set forth in Appendix B), provided that no such rates shall exceed the corresponding rates paid by the GEC for its personnel of comparable grade, category and experience, and (ii) its own FAR overhead rate. The GEC has committed to using good faith efforts to achieve certain goals relating to DBE participation and performance of Services by local firms in its proposal to the Authority. Each monthly invoice shall include a summary of the DBE participation achieved and the percentage of Services performed by local firms.

q. **COMPLIANCE WITH FEDERAL AND STATE COST PRINCIPLES.** To the extent that TxDOT, FHWA, or other State or Federal agencies make assistance available on a cost reimbursement basis, the GEC will be obligated to assure that all work performed and all costs incurred on a project receiving financial assistance

are allowable in accordance with the Federal cost principles and, with regard to Federal-aid projects, in accordance with 23 C.F.R. § 172.11. To be eligible for reimbursement, all consultant costs must be allowable in accordance with the Federal cost principles, consistent with the terms of this Agreement, and accepted by the Authority as to quality and progress of the work. Consultants shall be responsible for accounting for costs appropriately and for maintaining records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, are allocable to the contract, and comply with Federal cost principles. Any costs paid by the Authority to the GEC that are later found to be ineligible or unallowable under this subsection 4.q. shall promptly be refunded by GEC to the Authority.

5. **TIME OF PERFORMANCE.**

It is understood and agreed that the term of this Agreement shall be for three (3) years, commencing [date], 2024, and concluding [end date], 2027, subject to the earlier termination of this Agreement pursuant to Sections 6 or 7 below or further extension upon agreement of both parties. This Agreement may be extended upon agreement of both parties for one additional three (3) year term.

6. **TERMINATION FOR DEFAULT.**

Time is of the essence with respect to the performance and completion of all the Services to be furnished by the GEC pursuant to Work Authorizations issued in accordance with this Agreement and which specify an agreed-upon completion or delivery date. Without limiting the foregoing, the GEC shall furnish Services in such a manner and at

such times as the development schedules of the Projects require so that no delay in the progression of the evaluation, design, or construction of the Projects will be caused by or be in any way attributable to the GEC. The parties agree, however, that the GEC shall be provided sufficient time to employ sound professional practices and shall not be held responsible for delays in performance occasioned by factors beyond the GEC's reasonable control and which could not have been foreseen with the exercise of reasonable care. Should the GEC at any time, in the reasonable opinion of the Authority, not carry out its obligations under this Agreement or not be progressing toward completion of the Services to be rendered hereunder in an expeditious manner, or if the GEC shall fail in any manner to discharge any other of its obligations under this Agreement, the Authority, by action of its Board of Directors, may, upon providing the GEC with thirty (30) days prior written notice pursuant to Section 21 hereof and opportunity to cure, terminate this Agreement effective on the date following said 30-day notice and cure period (the "Termination Date"). Such termination shall not constitute a waiver or release by the Authority of any claims for damages, claims for additional costs incurred by the Authority to complete and/or correct the Services described in this Agreement, or any other claims or actions arising under this Agreement or available at law or equity which it may have against the GEC for its failure to perform any obligation hereunder in accordance with the terms and conditions of this Agreement, nor shall such termination pursuant to this Section 6 or Section 7 below abrogate or in any way affect the indemnification obligations of the GEC set forth in Section 20 hereof.

If the Authority shall terminate this Agreement as provided either in this Section 6 or Section 7, no fees of any type, other than fees due and payable as of the Termination Date pursuant to Section 4 hereof for Services performed in accordance with the terms and conditions of this Agreement, shall thereafter be paid to the GEC, and the Authority shall have a right to set off against amounts otherwise owed pursuant to this Agreement or otherwise recover reasonable and immitigable damages incurred by reason of the GEC's breach hereof, together with the right to set off amounts owed to the GEC pursuant to Section 20 hereof. In determining the amount of any payments owed to the GEC, the value of the Services performed by the GEC prior to termination shall be no greater than the value that would result by compensating the GEC in accordance with Section 4 hereof for all Services performed and expenses reimbursable in accordance with this Agreement. Dispute resolution procedures identified in this Agreement shall be followed in the event of a termination that is disputed by the GEC.

7. **OPTIONAL TERMINATION.**

a. **GENERALLY.** The Authority has the right to terminate this Agreement at its sole option, at any time with or without cause, by providing thirty (30) days written notice of such intention to terminate pursuant to Section 21 hereof and by stating in said notice the "Optional Termination Date". Upon such termination, the Authority shall enter into a settlement with the GEC upon an equitable basis as mutually determined by the entities, which shall fix the value of the Services performed by the GEC prior to the Optional Termination Date. In determining the value of the Services performed, the Authority in all events shall

compensate the GEC in accordance with Section 4 hereof for all Services performed and expenses reimbursable in accordance with this Agreement, provided, however, that no consideration will be given to anticipated profit which the GEC might possibly have made on the uncompleted portion of the Services.

b. **NO FURTHER RIGHTS, ETC.** Termination of this Agreement and payment of an amount in settlement as described in this Section 7 shall extinguish all rights, duties, obligations, and liabilities of the Authority and the GEC under this Agreement, and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the GEC from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute. Notwithstanding the foregoing, Sections 13, 20 and 24 of this Agreement shall survive termination of this Agreement in accordance with Section 6 or this Section 7.

c. **NO FURTHER COMPENSATION.** If the Authority shall terminate this Agreement as provided in this Section 7, no fees of any type, other than fees due and payable as of the Optional Termination Date, shall thereafter be paid to the GEC, provided that the Authority shall not waive any right to damages incurred by reason of the GEC's breach thereof. The GEC shall not receive any compensation for Services performed by the GEC after the Optional Termination Date, and any such Services performed shall be at the sole risk and expense of the GEC.

8. **TERMINATION, GENERALLY.**

The Authority's rights and options to terminate this Agreement, as provided in any provision of this Agreement, shall be in addition to, and not in lieu of, any and all rights, actions, options, and privileges otherwise available under law or equity to the Authority by virtue of this Agreement or otherwise. Failure of the Authority to exercise any of its said rights, actions, options, and privileges to terminate this Agreement as provided in any provision of this Agreement or otherwise shall not be deemed a waiver of any of said rights, actions, options, or privileges or of any rights, actions, options, or privileges otherwise available under law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.

9. **SUSPENSION OR MODIFICATION OF SERVICES; DELAYS AND DAMAGES.**

In addition to the foregoing rights and options to terminate this Agreement, the Authority may elect to suspend any portion of the Services of the GEC hereunder, but not terminate this Agreement, by providing the GEC with prior written notice to that effect. Thereafter, the suspended Services may be reinstated and resumed in full force and effect upon receipt from the Authority of thirty (30) days prior written notice requesting same. Similarly, the Authority may limit, or cancel any portion of the Services previously assigned to the GEC in accordance with this Agreement. The GEC shall not be entitled to any damages or other compensation of any form in the event that the Authority exercises its rights to suspend, limit or cancel the Services pursuant to this Section 9, provided, however, that any time limits established by the parties in any Work Authorization or otherwise for the completion of specific portions of the Services suspended pursuant to this

Section 9 shall be extended to allow for said suspension or modifications thereof. Without limiting the foregoing, the GEC agrees that no claims for damages or other compensation shall be made by the GEC for any delays or hindrances occurring during the progress of any portion of the Services specified in this Agreement as a result of any suspension or modification of the Services or otherwise. Such delays or hindrances, if any, shall be provided for by an extension of time for such reasonable periods as the Authority may decide and may be provided for by an equitable adjustment to the GEC's compensation in an amount, if any, deemed reasonable by the Authority. It is acknowledged, however, that permitting the GEC to proceed to complete any Services or any part of them after the originally specified date for completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Authority or any of its rights herein.

10. **PERSONNEL, EQUIPMENT AND MATERIAL, GENERALLY.**

a. **ADEQUATE PERSONNEL, ETC.** The GEC shall furnish and maintain, at its own expense, adequate and sufficient personnel (drawn from its own employees or from approved subconsultants) and equipment, in the reasonable opinion of the Authority, to perform the Services with due and reasonable diligence customary of an engineering firm enjoying a favorable national reputation, and in all events without delays attributable to the GEC which have a reasonable likelihood of adversely affecting the progress of others involved with one or more of the Projects or the progress of the feasibility evaluation, design or construction of any such Project. All persons, whether employees of the GEC or of an approved

subconsultant, providing the Services shall be fully licensed to the extent required by their professional discipline associations' codes or otherwise by law. Without limiting the foregoing, all persons in charge of, or responsible for, design, plan preparation, and related engineering work shall be licensed to practice professional engineering in the State of Texas and shall, in the case of the GEC, be approved by the Authority prior to their involvement in work under this Agreement.

b. **REMOVAL OF PERSONNEL.** All persons providing the Services, whether employees of the GEC or of an approved subconsultant, shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any such person who, in the opinion of the Authority, is incompetent or by his/her conduct becomes detrimental to the provision of the Services shall, upon request of the Authority, immediately be removed from the performance of the Services. The GEC shall furnish the Authority with a fully qualified candidate for the removed person within ten (10) calendar days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Authority.

c. **GEC FURNISHES EQUIPMENT, ETC.** Except as otherwise specified, the GEC shall furnish all equipment, transportation, supplies, and materials required for its Services under this Agreement.

d. **KEY PERSONNEL.** The GEC acknowledges and agrees that the individual(s) identified on Appendix C attached hereto and made apart hereof are key and integral to the satisfactory performance of the GEC under this Agreement.

Throughout the term of this Agreement, the GEC agrees that the identified individual(s), whether employee(s) of the GEC or of an approved sub-consultant, will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto, to the extent indicated on Appendix C. The death or disability of any such individual, his/her disassociation from the GEC or the approved sub-consultant, or his/her failure or inability to devote sufficient time and attention to the Services shall, at the Authority's option, require the GEC promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Authority. In no event shall the GEC remove, transfer, or reassign any individual identified on Appendix C except as instructed by, or with the prior written consent of, the Authority. The GEC shall use its best efforts to enhance continuity in the key personnel, sub-consultants, and other employees regularly performing the Services. The GEC shall notify and consult with the Authority regarding the scheduling of the key personnel's corporate activities, vacations, and other engagements during which he/she is unavailable for the Services. Individuals may be added to Appendix C with the mutual consent of the GEC and the Authority.

11. **PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS.**

As directed by the Authority, key personnel shall meet with the Authority's Executive Director and/or his designee(s) periodically (at such intervals directed by the Executive Director) (a) to assess the GEC's progress under this Agreement and performance of the Services; and (b) to plan staffing levels to be provided by the GEC to

the Authority for the upcoming period. Additionally, the GEC shall provide the Authority a monthly log and progress report regarding the Services as more specifically described in Section 16 below and the Authority and the GEC shall conduct an annual performance audit of the GEC under this Agreement. The GEC shall permit inspections of its Services and work by the Authority or others, when requested by the Authority. Nothing contained in this Agreement shall prevent the Authority from scheduling such other planning and performance reviews with the GEC or inspections at such times as the Authority deems necessary.

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

The Authority may at any time require one or more of the GEC's managers and core staff and/or subconsultants to office at the Authority's administration building or other facility. While working at any of the Authority's facilities, the GEC's personnel and subconsultants shall comply with the Authority's work place policies and abide by the Authority's standards of employee conduct. The GEC shall take all steps required to ensure the proper coordination and exchange of information among the locations at which the Services are performed. As provided for in Section 4.d. above, the Multiplier shall be adjusted downward by agreement of the parties for personnel officing at the Authority's facilities.

13. **OWNERSHIP OF PLANS.**

a. **GENERALLY.** Notwithstanding any provision in this Agreement or in common law or statute to the contrary, all of the plans, tracings, estimates, specifications, computer records, discs and tapes, proposals, sketches, diagrams,

charts, calculations, correspondence, memoranda, logs, survey notes, test procedures, test data, recommendations, reports, and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the GEC as part of the Services, including all information prepared for or posted on the Authority's website and together with all materials and data furnished to it by the Authority, shall at all times be and remain the property of the Authority upon payment therefor and shall not be subject to any restriction or limitation on their further use by or on behalf of the Authority. Further, any plans, specifications, reports, or studies that are produced under this Agreement and owned by the GEC shall transfer in ownership to the Authority upon payment therefore. If at any time demand is made by the Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such materials, records, and/or documents shall be turned over to the Authority without delay provided the Authority has paid all amounts then due to the GEC under this Agreement. The Authority hereby grants the GEC a revocable license to retain and utilize the foregoing materials, said license to terminate and expire upon the earlier to occur of (a) the completion of Services described in this Agreement or (b) the termination of this Agreement, at which time the GEC shall deliver to the Authority all such materials and documents. If the GEC or a subconsultant desires later to use any of the data generated or obtained by it in connection with the Projects or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the Authority. Notwithstanding anything contained

herein to the contrary, the GEC shall have the right to retain a copy of the above materials, records and documents for its archives. The GEC shall retain its copyright and ownership rights in its databases and computer software (object code and source code), any tools, systems or information, know-how, methodologies, equipment or processes, any derivatives thereto and the intellectual property inherent therein and appurtenant thereto that was retained or owned by the GEC and existed prior to or at the time the GEC began providing any relevant Services under this Agreement. Intellectual property developed, utilized, or modified in the performance of Services shall remain the property of the GEC. The GEC shall retain its copyright and ownership rights in its databases, computer software, Intellectual property originally developed, utilized, or modified in the performance of Services for which the GEC is compensated under the terms of this Agreement shall remain the property of the Authority. The Authority retains an unrestricted license for software packages originally developed with Authority funds.

b. **SEPARATE ASSIGNMENT.** If for any reason the agreement of the Authority and the GEC set forth in subsection 13.a. above regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the GEC hereby assigns and agrees to assign to the Authority all right, title, and interest that GEC may have or at any time acquire in said work product and other materials, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force. The Authority hereby acknowledges, however, that all documents and other work

product provided by the GEC to the Authority and resulting from the Services performed under this Agreement are intended by the GEC solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the GEC shall have no liability for the use by the Authority of any work product generated by the GEC under this Agreement on any project other than for the specific purpose and Project for which the work product was prepared. Any other reuse of such work product without the prior written consent of the GEC shall be at the sole risk of the Authority.

14. **WORK AUTHORIZATIONS.**

Each activity, task, or project that is expected to result in a fee to the GEC shall be performed pursuant to a separate Work Authorization, signed by the Authority and the GEC. Work shall be in accordance with the scope, schedule, and budget set forth in said Work Authorization. The standard form of Work Authorization is attached hereto as Appendix D and made a part hereof, which standard form may be modified during the term of this Agreement upon mutual agreement of the parties. Upon oral directive from the Authority, the GEC shall prepare the Work Authorization for a specific task, to be submitted for the Authority's approval. No work shall begin on the activity until the Work Authorization is approved and fully executed. As set forth in Section 4, the basis for payment on each Work Authorization will be either (i) lump sum, (ii) cost plus to a maximum, (iii) cost per unit of work, or (iv) specific rates of compensation. The Work Authorization shall specify which of the acceptable payment methods shall be applied as determined by the Authority to be most appropriate for the elements or scope of work

within the Work Authorization. In no case will the maximum specified payment stated in the Work Authorization be exceeded without prior written approval from the Authority. The maximum fee allowable for the performance of Services under each Work Authorization shall be computed as described in Section 4. The costs associated with work performed pursuant to any Work Authorization will be tracked and reported to the Authority separately from other work performed by the GEC. The monthly invoice to the Authority will include a progress summary of the work performed during the previous month under each outstanding Work Authorization.

15. **SUBLETTING.**

The GEC shall not sublet, assign, or transfer any part of the work or obligations included in this Agreement without the prior written approval of the Authority. Responsibility for sublet, assigned or transferred work shall remain with the GEC.

16. **APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS.**

a. **WITNESS.** If requested by the Authority or on its behalf, the GEC shall prepare such engineering or other exhibits and plats as may be requested for all hearings and trials related to any of the Projects, the Services, or the Authority's activities generally and, further, it shall prepare for and appear at conferences at the offices of legal counsel and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Projects, the Services, or the Authority's activities. Compensation

for such activities shall be as agreed upon, in writing, by the Authority and the GEC.

b. **MEETINGS.** At the request of the Authority, the GEC shall provide appropriate personnel for conferences at its offices, or attend meetings and conferences at (a) the various offices of the Authority, (b) at the district headquarters or offices of TxDOT, (c) the offices of the Authority's legal counsel, (d) at the site of any Project, or (e) any reasonably convenient location. Without limiting the foregoing, the GEC shall provide personnel for periodic meetings with underwriters, rating agencies, and other parties when requested by the Authority. Compensation for such activities shall be as agreed upon, in writing, by the Authority and the GEC.

17. **COMPLIANCE WITH LAWS.**

The GEC shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, codes and with the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, environmental laws, federal and state procurement statutes and regulations, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the Authority's enabling legislation (Tex. Transp. Code, Chapter 370), and all amendments and modifications to any of the foregoing, if any. When requested the GEC shall furnish the Authority with satisfactory proof of compliance with said laws, statutes, ordinances, rules, regulations, codes, orders, and decrees above

specified. In addition, the following assurances and disclosures are incorporated by reference into this Agreement: (i) Standard U.S. Department of Transportation Title VI Assurances (DOT Order 1050.2), (ii) Disadvantaged Business Enterprise (DBE) assurance as specified in 49 C.F.R. 26.13(b), and (iii) the lobbying certification and disclosure as specified in 49 C.F.R. part 20.

18. **INSURANCE.**

Prior to beginning the Services designated in this Agreement, the GEC shall obtain and furnish certificates to the Authority for the following minimum amounts of insurance described below. If the GEC's present coverage is insufficient, then the GEC shall obtain additional coverage prior to the initiation of any work. No Notice to Proceed shall be effective unless the GEC has the insurance required by this Agreement and the applicable Work Authorization. Notwithstanding any other provision of this Agreement, the Authority reserves the right to increase any of the insurance policy limits as well as provide for additional insurance coverages in any Work Authorization. Insurance policy limits shall not be subject to erosion through the cost of defense, such that the full amount of the coverage limits required in this Agreement shall be available to pay damages, losses, and amounts owed exclusive of attorney's fees and other costs of defense (including costs of appeals). Further, it is acceptable to meet policy limit requirements set forth below using a combination of the policy and excess insurance.

- a. **WORKERS' COMPENSATION INSURANCE.** In accordance with the laws of the State of Texas, and employer's liability coverage with a limit of not less than \$500,000.

b. **COMMERCIAL GENERAL LIABILITY INSURANCE.** With limits not less than \$2,000,000 for bodily injury, including those resulting in death, and \$2,000,000 for property damage on account of any one occurrence, with an aggregate limit of \$2,000,000.

c. **BUSINESS AUTOMOBILE LIABILITY INSURANCE.** On a comprehensive insuring form applying to owned, non-owned, and hired automobiles in an amount not less than \$5,000,000 combined single limit for bodily injury and property damage. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the GEC's obligations under this Agreement.

d. **VALUABLE PAPERS INSURANCE.** In an amount sufficient to assure the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials relating to the Services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Authority.

e. **ARCHITECTS AND/OR ENGINEERS PROFESSIONAL LIABILITY INSURANCE/ERRORS AND OMISSIONS INSURANCE.** In the amounts normally carried for its own protection in the practice of providing general consulting civil engineering services, but in no event less than \$5,000,000 per claim and aggregate. The policy must be kept in effect for minimum of three (3) years beyond the GEC's completion of the Services, if commercially available.

f. **GENERAL FOR ALL INSURANCE.** The GEC shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subsections 18.a. through d., above, by A. M. Best Company as “A-X” or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subsection 18.e., a rating by A. M. Best Company or similar rating service.

All policies are to be written through companies authorized to transact that class of insurance in the State of Texas.

Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subsections 18.b. and c. above, shall name the Authority as additional insureds and shall protect the Authority, its officers, employees and directors from claims for damages for bodily injury and death and for damages to property to the extent caused by the negligent acts, errors or omissions of the GEC, its officers, employees, and directors, in the performance of the professional Services rendered under this Agreement. Certificates shall also indicate that the

contractual liability assumed in Section 20, below, is included, subject to the terms and conditions of the policies.

The insurance carrier shall include in each of the insurance policies required under subsections 18.a., b., c., d., e., and f., the following statement: “This policy will not be canceled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the Cameron County Regional Mobility Authority, 3461 Carmen Ave., Rancho Viejo, Texas 78575, Attention: Executive Director.”

19. **RELATIONSHIP BETWEEN THE PARTIES.**

Notwithstanding the Authority’s sharing of space with the GEC, the anticipated collaboration between the personnel of those organizations, or any other circumstances, the relationship between the Authority and the GEC shall be one of an independent contractor. The GEC acknowledges and agrees that neither it nor any of its employees, subconsultants, or subcontractors shall be considered an employee of the Authority for any purpose. The GEC shall have no authority to enter into any contract binding upon the Authority, or to create any obligation on behalf of the Authority, without express authorization from the Board of Directors of the Authority. As an independent contractor, neither the GEC nor its employees shall be entitled to any insurance, pension, or other benefits customarily afforded to employees of the Authority. Under no circumstances shall the GEC, or its employees, subconsultants, or subcontractors, represent to suppliers, contractors or any other parties that it is employed by the Authority or serves the Authority in any capacity other than as an independent contractor. The GEC shall clearly inform all suppliers,

contractors and others that it has no authority to bind the Authority. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for the Authority whatsoever with respect to the liabilities, obligations or acts of the GEC, its employees, subconsultants, or subcontractors, or any other person.

20. **AUTHORITY INDEMNIFIED.**

THE GEC SHALL INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AND AGENTS (WHICH, FOR THE PURPOSES OF THIS AGREEMENT, SHALL INCLUDE THE AUTHORITY'S GENERAL COUNSEL, BOND COUNSEL, FINANCIAL ADVISORS, TRAFFIC AND REVENUE ENGINEERING CONSULTANTS, TOLL OPERATIONS/COLLECTIONS FIRMS, AND UNDERWRITERS) FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE GEC OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WITH RESPECT TO THE GEC'S PERFORMANCE OF WORK UNDER THIS AGREEMENT. IN SUCH EVENT, THE GEC SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AND AGENTS (AS DEFINED ABOVE) FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS'

FEES, INCURRED BY THE AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AND AGENTS (AS DEFINED ABOVE), IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE GEC SHALL, NEVERTHELESS, INDEMNIFY THE AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE GEC OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OR TO THEIR CONDUCT. THE GEC HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE GEC.

Notwithstanding the foregoing, the GEC shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with a Project unless development or oversight of such matters is specifically assigned to the GEC in a Work Authorization executed by both parties; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to the GEC, to fulfill contractual responsibilities to the Authority or to comply with federal, state or local laws, regulations and codes; or (c) procuring permits, certificates and licenses required for any construction unless such procurement responsibilities are specifically assigned to the GEC in accordance with this Agreement.

21. **DELIVERY OF NOTICES, ETC.**

a. **NOTICES TO THE AUTHORITY.** All written notices, demands, and other papers or documents to be delivered to the Authority under this Agreement shall be delivered to the Cameron County Regional Mobility Authority, 3461 Carmen Avenue, Rancho Viejo, Texas 78575, Attn: Pete Sepulveda, Jr., Executive Director, or at such other place or places as it may from time to time designate by written notice delivered to the GEC.

b. **NOTICES TO THE GEC.** All written notices, demands, and other papers or documents to be delivered to the GEC under this Agreement shall be delivered to [Firm Contact], [Firm], [Address], or at such other place or places as the GEC may designate by written notice delivered to the Authority.

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

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

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

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

23. **AUTHORITY'S ACTS.**

Anything to be done under this Agreement by the Authority may be done by such persons, corporations, firms, or other entities as the Authority may designate.

24. **LIMITATIONS.**

Notwithstanding anything herein to the contrary, all covenants and obligations of the Authority under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by Chapter 370 of the Texas Transportation Code and permitted by the laws and the Constitution of the State of Texas, and no officer, director, or employee of the Authority shall have any personal obligations or liability thereunder.

25. **CAPTIONS NOT A PART HEREOF.**

The captions or subtitles of the several sections, subsections, and divisions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its sections, subsections, divisions, or other provisions.

26. **CONTROLLING LAW, VENUE.**

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Cameron County, Texas, for all disputes.

27. **TIME OF ESSENCE.**

The GEC acknowledges the importance to the Authority of the project schedule and will perform its obligations under this Agreement with all due and reasonable care and in compliance with that schedule. As set forth in Section 6, with respect to any specific delivery or performance date or other deadline provided hereunder or in a Work Authorization, time is of the essence in the performance of this Agreement and the GEC shall perform the Services with due diligence and as expeditiously as is prudent considering ordinary professional skill and care of a competent professional engineer.

28. **SEVERABILITY.**

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

29. **SUCCESSORS.**

This Agreement shall be binding upon and inure to the benefit of the Authority, the GEC, and their respective heirs, executors, administrators, successors, and permitted assigns.

30. **AUTHORIZATION.**

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement.

31. **INTERPRETATION.**

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbiter by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

32. **CONFLICTS OF INTEREST.**

The GEC represents and warrants to the Authority, as of the effective date of this Agreement and throughout the term hereof, that it, its employees and subconsultants (a) have no financial or other beneficial interest in any contractor, engineer, product or service evaluated or recommended by the GEC, except as expressly disclosed in writing to the Authority, (b) shall discharge their consulting engineering responsibilities under this Agreement professionally, impartially and independently, and after considering all relevant information related thereto, and (c) are under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder.

33. **THE GEC'S RESPONSE; COMPLETE AGREEMENT.**

a. **The GEC's Response.** The GEC's response to the Authority's request for qualifications for general engineering consulting services and supplemental written information provided during the request for proposals and interviews is attached hereto as Appendix E and made a part hereof for all purposes, provided that in the event of a conflict between said response and any other provision of this Agreement, the provisions of this Agreement shall control.

b. **Complete Agreement.** This Agreement sets forth the complete agreement between the parties with respect to the Services and, except as provided for in subparagraph (a) above, expressly supersedes all other agreements (oral or written) with respect thereto.

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

**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

[FIRM]

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

By: _____
Name: [Name]
Title: [Title]
Date: _____

Attest:
By: _____

DRAFT

APPENDIX A

SCOPE OF CONSULTANT SERVICES

[Insert New Scope of Consultant Services]

DRAFT

APPENDIX B
RATE SCHEDULE

[Insert Negotiated Rate Schedule]

DRAFT

APPENDIX C

KEY PERSONNEL

[Insert Key Personnel]

DRAFT

APPENDIX D

WORK AUTHORIZATION

WORK AUTHORIZATION NO. _____

This Work Authorization is made as of this _____ day of _____, _____, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of _____, 2024 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and [Firm] ("GEC"). This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement:

[Brief description of the Project elements to which this Work Authorization applies]

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

[Enter description of the Scope of Services here for which this Work Authorization applies, or make reference to an attached Appendix]

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$ _____, based on the attached fee estimate. Compensation shall be in accordance with the Agreement.

C.2. The Authority shall pay the GEC under the following acceptable payment method [select one or more]: (i) lump sum, (ii) cost plus to a maximum, (iii) cost per unit of work, or (iv) specific rates of compensation.

C.3. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

Section D. - Authority's Responsibilities

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority: Cameron County Regional
Mobility Authority

GEC: [Firm]

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

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

APPENDIX E
RFQ AND RFP RESPONSE

DRAFT