

COUNTY OF CAMERON §

12:00 P.M.

DIRECTOR

PUBLIC COMMENTS

RMA Minutes October 31, 2024 – Regular\Page 1

ACTION ITEMS

2-A Consideration and Approval of the September 26, 2024 Regular Meeting Minutes.

Director Esparza moved to approve the September 26, 2024, Regular Meeting Minutes. The motion was seconded by Treasurer Villarreal and carried unanimously.

2-B Acknowledgement of Claims.

Mr. Pete Sepulveda, Jr., RMA Executive Director, went over the Claims and presented them into the record.

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

The Claims are as follows:

Note: Vice Chairman Scaief joined the meeting at 12:05 P.M.

2-C Approval of Claims.

Mr. Pete Sepulveda, Jr., RMA Executive Director, went over the Claims and presented them into the record. Staff recommends approval.

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

The Claims are as follows:

2-D Consideration and Approval of the Financial Statements and Budget Amendments for the Months of August and September 2024.

Mr. Pete Sepulveda, Jr., RMA Executive Director, went over the Financial Statement and Budget Amendments for the months of August and September 2024. Mr. Sepulveda further advised that this was the second year in a row that the RMA received the GFOA Award. Mrs. Janett Huerta, RMA Toll Operations Administrator, went over the Toll Operation report for the month of September 2024.

Treasurer Villarreal moved to approve the Financial Statements and Budget Amendments for the months of August and September 2024. The motion was seconded by Director Esparza and carried unanimously.

The Financials are as follows:

2-E Consideration and Approval of Final Payment to SpawGlass for the Cameron County Veteran's Bridge DAP project and Approval of Release of Checks.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve the Final Payment to SpawGlass for the Cameron County Veteran's Bridge DAP Project and Approval of Release of Checks for an estimated amount of the following: Pay App #26 for \$174,054.88; Pay App #27 for \$97,702.34; and Closeout/Retainage for \$877,034.65. Staff recommends approval.

Director Garza moved to approve the Final Payment to SpawGlass for the Cameron County Veterans Bridge DAP Project and Approval of Release of Checks. The motion was seconded by Secretary Nelson and carried unanimously.

2-F Consideration and Approval of Change Order Number 15 with Via Plus for Cameron County Regional Mobility Authority to Continue with Access of the Back Office System.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve Change Order Number 15 with Via Plus for Cameron County Regional Mobility Authority to continue with Access of the Back Office System. Mr. Sepulveda further advised that this will extend the timeline to the end of January 2025. Staff recommends approval.

Vice Chairman Scaief moved to approve Change Order Number 15 with Via Plus for Cameron County Regional Mobility Authority to Continue with Access of the Back Office System. The motion was seconded by Director Esparza and carried unanimously.

The Change Order is as follows:

2-G Consideration and Approval of an Amended Interlocal Agreement Between the Cameron County Regional Mobility Authority and Cameron County for the West Boulevard Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve the Amended Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for the West Boulevard Project. Mr. Sepulveda further advised that the interlocal agreement was approved by Cameron County Commissioners' Court and is to finalize the environmental documents, schematic and preliminary drainage study. Staff recommends approval.

Secretary Nelson moved to approve an Amended Interlocal Agreement Between the Cameron County Regional Mobility Authority and Cameron County for the West Boulevard Project. The motion was seconded by Director Esparza and carried unanimously.

The Amended Interlocal is as follows:

2-H Consideration and Approval of an Interlocal Agreement Between the Cameron County Regional Mobility Authority and Cameron County regarding the Customs and Border Protection Donation Acceptance Program Project at Los Indios Free Trade Bridge.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve an Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County regarding the Customs and Border Protection Donation Acceptance Program Project at Los Indios Free Trade Bridge. Mr. Sepulveda further advised that the Interlocal Agreement was approved by Cameron County Commissioners' Court for funding and approval. Staff recommends approval.

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

The Interlocal Agreement is as follows:

2-I Consideration and Approval to Award Bid No. 2024-003 Los Indios Land Port of Entry Export Doc Renovation Project to Ziwa Corporation in the amount of \$1,182,598.22.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve the Awarding of Bid No. 2024-003 Los Indios Land Port of Entry Export Doc Renovation Project to ZIWA Corporation in the amount of \$1,182,598.22. Mr. Sepulveda further advised that two bids were received, one was non-responsive and the other was from ZIWA Corporation in the amount of \$1,182,598.22. Staff recommends approval.

Secretary Nelson moved to approve to Award Bid No. 2024-003 Los Indios Port of Entry Export Doc Renovation Project to ZIWA Corporation in the amount of \$1,182,598.22. The motion was seconded by Director Esparza and the motion carried as follows:

Ayes: Chairman Parker, Vice Chairman Scaief, Secretary Nelson, Director Esparza, and Director Garza

Nays: N/A

Abstain: Treasurer Villarreal

2-J Consideration and Approval of a Construction Contract with ZIWA Corporation for the Los Indios Land Port of Entry Export Dock Renovation Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve a Construction Contract with ZIWA Corporation for the Los Indios Land Port of Entry Export Dock Renovation Project. Mr. Sepulveda further advised that the contract and backup were

prepared and provided to ZIWA Corporation. Staff recommends approval pending final legal review.

Director Esparza motion to approve a construction contract with Ziwa Corporation for the Los Indios Land Port of Entry Export Dock Renovation Project pending final legal review. The motion was seconded by Director Garza and the motion carried as follows:

Ayes: Chairman Parker, Vice Chairman Scaief, Secretary Nelson, Director Esparza, and Director Garza

Nays: N/A

Abstain: Treasurer Villarreal

The Construction Contract is as follows:

2-K Consideration and Approval of Amendment No. 2 to Professional Services Agreement between the Cameron County Regional Mobility Authority and R.R.P. Consulting Engineers, L.L.C. for the West Blvd. Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve Amendment No. 2 to Professional Services Agreement between the Cameron County Regional Mobility Authority and R.R.P. Consulting Engineers, L.L.C. for the West Blvd. Project. Mr. Sepulveda further advised that the amendment includes the schematic, preliminary drainage study and for environmental clearance. Mr. Sepulveda also informed the board that the funding for the amendment would be from the County as per the previously approved Interlocal Agreement. Staff recommends approval.

Secretary Nelson moved to approve Amendment No. 2 to Professional Services Agreement between the Cameron County Regional Mobility Authority and R.R.P. Consulting Engineers, L.L.C. for the West Blvd. Project. The motion was seconded by Director Esparza and carried unanimously.

The Amendment is as follows:

2-L Consideration and Approval of Supplemental Work Authorization No. 2 to Work Authorization No. 31 with R.R.P. Consulting Engineers, L.L.C. for Whipple Road.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve Supplemental Work Authorization No. 2 to Work Authorization No. 31 with R.R.P. Consulting Engineers, L.L.C. for Whipple Road. Mr. Sepulveda further advised that the Supplemental Work Authorization is for the preparation of Plans, Specifications, & Estimates (PS&E) and Environmental Services, since the road would connect Paredes Line Road to FM 1575. He also advised that we would be working with City of Los Fresnos and Cameron County for funding. Staff Recommends approval

Secretary Nelson moved to approve Supplemental Work Authorization No. 2 to Work Authorization No. 31 with R.R.P. Consulting Engineers, L.L.C. for Whipple Road. The motion was seconded by Director Garza and carried unanimously.

The Supplemental Work Authorization is as follows:

2-M Consideration and Possible Action on the Statement of Qualifications and Proposals received in response to the Request for Qualification for General Engineering Consultant Services 2024-002.

Mr. Pete Sepulveda, Jr., RMA Executive Director, informed the board of the need to approve the Statement of Qualifications and Proposals received in response to the Request for Qualification for General Engineering Consultant Services 2024-002. Mr. Sepulveda further advised that six proposals were submitted and three did not meet the qualifications. Mr. Sepulveda advised that he recommends the three engineering firms' contracts for General Engineering Consultant Services pending legal review. The three engineering firms are as follows: HDR Engineering; R.R.P. Consulting Engineers, LLC; and Civil Systems Engineering, Inc. Staff Recommends Approval.

Director Esparza moved to approve the Statement of Qualifications and Proposals received in response to the Request for Qualification for General Engineering Consultant Services 2024-002. The motion was seconded by Director Garza and carried unanimously.

2-N Consideration and Approval of an Agreement between the Cameron County Regional Mobility Authority and HDR.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve an Agreement between the Cameron County Regional Mobility Authority and HDR subject to legal review. Staff Recommends Approval.

Director Esparza moved to approve an Agreement between Cameron County Regional Mobility Authority and HDR subject to legal review. The motion was seconded by Director Garza and carried unanimously.

The Agreement is as follows:

2-O Consideration and Approval of an Agreement between Cameron County Regional Mobility Authority and R.R.P. Consulting Engineers, Inc.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve an Agreement between the Cameron County Regional Mobility Authority and R.R.P. Consulting Engineers, Inc. subject to legal review. Staff Recommends Approval.

Director Esparza moved to approve an Agreement between Cameron County Regional Mobility Authority and R.R.P. Consulting Engineers, Inc. subject to legal review. The motion was seconded by Director Garza and carried unanimously.

The Agreement is as follows:

2-P Consideration and Approval of an Agreement between the Cameron County Regional Mobility Authority and Civil Systems Engineering, Inc.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve an Agreement between the Cameron County Regional Mobility Authority and Civil Systems Engineering, Inc. subject to legal review. Staff Recommends Approval.

Director Esparza moved to approve an Agreement between Cameron County Regional Mobility Authority and Civil Systems Engineering, Inc. subject to legal review. The motion was seconded by Director Garza and carried unanimously.

The Agreement is as follows:

2-Q Consideration and Authorization to Utilize Job Order Contract via Choice Partners with A & I Custom Manufacturing for Wall Renovation to the Cameron County Regional Mobility Authority Toll Operations Building.

Mr. Alejandro Garcia, RMA Construction Manager, advised the board of the need to approve a Job Order Contract via Choice Partners with A & I Custom Manufacturing for Wall Renovation to the Cameron County Regional Mobility Authority Toll Operations Building. Mr. Pete Sepulveda, Jr., RMA Executive Director, advised that the contract is subject to legal review. Staff recommends approval.

Vice-Chairman Scaief moved to approve to Utilize Job Order Contract via Choice Partners with A & I Custom Manufacturing for Wall Renovation to the Cameron County Regional Mobility Authority Toll Operations Building pending final legal review. The motion was seconded by Director Esparza and carried unanimously.

The Contract is as follows:

2-R Consideration and Action to Approve an Order Authorizing Cameron County Regional Mobility Authority to Contract with the Texas Department of Motor Vehicles to Provide

Information to the Tx DMV Necessary to Carry Out “Flagging” of Vehicle Registration Records if a Fine, Fee, or Tax is Past Due, or if a Failure to appear is Pending Pursuant to Texas Transportation Code, Section 502.010; and Authorizing Cameron County Regional Mobility Authority to Enter into an Interlocal Agreement with the Tx DMV More Specifically Described as the “Scofflaw Services Contract for Marking Texas Motor Vehicle Registration Records” Relating to the Collection of Outstanding Monies Owed to Cameron County Regional Mobility Authority; and Authorize Cameron County Regional Mobility Authority to Submit Letter to the Tx DMV Authorizing Linebarger Goggan Blair & Sampson, LLP to Submit Files to the Tx DMV on Behalf of Cameron County Regional Mobility Authority.

Mr. Pete Sepulveda, Jr., RMA Executive Director , advised the board of the need to approve an Order Authorizing Cameron County Regional Mobility Authority to Contract with the Texas Department of Motor Vehicles to Provide Information to the Tx DMV Necessary to Carry Out “Flagging” of Vehicle Registration Records if a Fine, Fee, or Tax is Past Due, or if a Failure to appear is Pending Pursuant to Texas Transportation Code, Section 502.010; and Authorizing Cameron County Regional Mobility Authority to Enter into an Interlocal Agreement with the Tx DMV More Specifically Described as the “Scofflaw Services Contract for Marking Texas Motor Vehicle Registration Records” Relating to the Collection of Outstanding Monies Owed to Cameron County Regional Mobility Authority; and Authorize Cameron County Regional Mobility Authority to Submit Letter to the Tx DMV Authorizing Linebarger Goggan Blair & Sampson, LLP to Submit Files to the Tx DMV on Behalf of Cameron County Regional Mobility Authority. Staff recommends approval.

Secretary Nelson moved to approve an Order Authorizing Cameron County Regional Mobility Authority to Contract with the Texas Department of Motor Vehicles to Provide Information to the Tx DMV Necessary to Carry Out “Flagging” of Vehicle Registration Records if a Fine, Fee, or Tax is Past Due, or if a Failure to appear is Pending Pursuant to Texas Transportation Code, Section 502.010; and Authorizing Cameron County Regional Mobility Authority to Enter into an Interlocal Agreement with the Tx DMV More Specifically Described as the “Scofflaw Services Contract for Marking Texas Motor Vehicle Registration Records” Relating to the Collection of Outstanding Monies Owed to Cameron County Regional Mobility Authority; and Authorize Cameron County Regional Mobility Authority to Submit Letter to the Tx DMV Authorizing Linebarger Goggan Blair & Sampson, LLP to Submit Files to the Tx DMV on Behalf of Cameron County Regional Mobility Authority. The motion was seconded by Treasurer Villarreal and the motion carried as follows:

Ayes: Chairman Parker, Vice Chairman Scaief, Treasurer Villarreal, and Secretary Nelson

Nays: N/A

Abstain: Director Esparza, and Director Garza

Affidavits were filed by Director Esparza and Director Garza

The Order and Interlocal Agreement are as follows:

2-S Consideration and Action to Approve an Agreement for Registration Refusal Services Between Cameron County Regional Mobility Authority and Linebarger Goggan Blair and Sampson, LLP.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve an Agreement for Registration Refusal Services Between Cameron County Regional Mobility Authority and Linebarger Goggan Blair and Sampson, LLP. Mr. Sepulveda introduced Mr. Jeffrey Garcia, Partner for Linebarger Goggan Blair and Sampson, LLP, to further explain the agreement. Mr. Garcia advised the board this agreement will have flagging mechanisms that prevent violators from renewing license plates until they settle their accounts with the Cameron County Regional Mobility Authority. Mr. Garcia also advised that he would be working with Harris County Toll Road Authority (HCTRA) to acquire the data needed to begin the process. Staff recommends approval.

Secretary Nelson moved to approve an Agreement for Registration Refusal Services Between Cameron County Regional Mobility Authority and Linebarger Goggan Blair and Sampson, LLP. The motion was seconded by Treasurer Villarreal and the motion carried as follows:

Ayes: Chairman Parker, Vice Chairman Scaief, Treasurer Villarreal, and Secretary Nelson

Nays: N/A

Abstain: Director Esparza, and Director Garza

Affidavits were filed by Director Esparza and Director Garza

The Agreement is as follows:

2-T Discussion and Possible Action Regarding the transition with Harris County Toll Road Authority.

Mrs. Janett Huerta, RMA Toll Operations Administrator, provided an update on the transition with Harris County Toll Road Authority and advised the board that the Cameron County Bridges will be going live with Harris County Toll Road Authority (HCTRA) on November 15th, and they will stop with processing transactions on November 13th at 9:00 a.m. Mrs. Huerta further advised that HCTRA is recommending a wire transfer not to exceed the amount of \$500,000 for escrow purposes. Staff recommends approval.

Vice Chairman Scaief moved to approve the discussion and action regarding the transition with Harris County Toll Road Authority. The motion was seconded by Director Esparza and carried unanimously.

2-U Consideration and Possible Action on Emergency Procurement Pursuant to Section 11.1 of the Cameron County Regional Mobility Authority's Procurement Policy Due to the Emergency Created by Erosion on the SH 550 Toll Road.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve an

Emergency Procurement Pursuant to Section 11.1 of the Cameron County Regional Mobility Authority's Procurement Policy due to the Emergency Created by Erosion on SH 550 Toll Road. Mr. Sepulveda further advised that there are issues with erosion on the toll road section that is needing immediate repair. He also advised that there will be several options to look at and will compose a bid packet. Staff recommends approval.

Director Esparza moved to approve an Emergency Procurement Pursuant to Section 11.1 of the Cameron County Regional Mobility Authority's Procurement Policy Due to the Emergency Created by Erosion on the SH 550 Toll Road. The motion was seconded by Secretary Nelson and carried unanimously.

2-V Consideration and Approval of Amendment No. 1 to 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, advised the board of the need to approve Amendment No. 1 to 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. Sepulveda further advised that his amendment is to complete the study currently being worked on. Staff recommends approval.

Director Esparza moved to approve Amendment No. 1 to 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. The motion was seconded by Director Garza and carried unanimously.

The Amendment is as follows:

Director Garza motioned to go into Executive Session at 1:15 pm. The motion was seconded by Secretary Nelson and carried unanimously.

3. EXECUTIVE SESSION

3-A Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding the Employment Contract with the Cameron County Regional Mobility Authority Executive Director, Pedro Sepulveda, jr., Including to Deliberate the Evaluation of the Executive Director Pursuant to V.T.C.A., Government Code, Section 551.071(2) and Section 551.0174.

3-B Confer with the Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues Related to Emergency Procurement Pursuant to Section 11.1 of the

Cameron County Reginal Mobility Authority's Procurement Policy Due to the Emergency Created by Erosion on the SH 550 Toll Road, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).

Secretary Nelson motioned to come back from Executive Session at 1:30 pm. The motion was seconded by Treasurer Villarreal Esparza and carried unanimously.

4. Possible Action Relative to Executive Session

4-A Possible Action

Treasurer Villarreal moved to acknowledge the report of legal counsel. The motion was seconded by Secretary Nelson and carried unanimously.

4-B Possible Action

Item 3-B was Tabled. No discussion in Executive Session.

Secretary Nelson moved to Table item 3-B. 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 Treasurer Villarreal and seconded by Secretary Nelson and carried unanimously, the meeting was **ADJOURNED** at 1:31 P.M.



APPROVED this 21st day of November 2024.


CHAIRMAN FRANK PARKER, JR.

ATTESTED: 
ARTURO A. NELSON, SECRETARY



IMPROVING MORE THAN JUST ROADS

**POSTED ON WEB
10/28/2024
AT 11:10 AM**

AGENDA

**Regular Meeting of the Board of Directors
of the
Cameron County Regional Mobility Authority
3470 Carmen Avenue, Suite 5
Rancho Viejo, Texas 78575
October 31, 2024
12:00 PM**

PUBLIC COMMENTS:

- 1. Public Comments.**

ITEMS FOR DISCUSSION AND ACTION:

- 2. Action Items.**

- A. Consideration and Approval of the September 26, 2024, Regular Meeting Minutes.**
- B. Acknowledgement of Claims.**
- C. Approval of Claims.**
- D. Consideration and Approval of the Financial Statements and Budget Amendments for the Months of August and September 2024.**
- E. Consideration and Approval of Final Payment to SpawGlass for the Cameron County Veterans Bridge DAP Project and Approval of Release of Check.**
- F. Consideration and Approval of Change Order Number 15 with Via Plus for Cameron County Regional Mobility Authority to Continue with Access of the Back Office System.**
- G. Consideration and Approval of an Amended Interlocal Agreement Between the Cameron County Regional Mobility Authority and Cameron County for the West Boulevard Project.**
- H. Consideration and Approval of an Interlocal Agreement Between the Cameron County Regional Mobility Authority and Cameron County regarding the Customs and Border Protection Donation Acceptance Program Project at Los Indios Free Trade Bridge.**
- I. Consideration and Approval to Award Bid No. 2024-003 Los Indios Land Port of Entry Export Dock Renovation Project to Ziwa Corporation in the amount of \$1,182,598.22.**

- J. Consideration and Approval of a Construction Contract with ZIWA Corporation for the Los Indios Land Port of Entry Export Dock Renovation Project.**
- K. Consideration and Approval of Amendment No. 2 to Professional Services Agreement between the Cameron County Regional Mobility Authority and R.R.P. Consulting Engineers, L.L.C. for the West Blvd. Project.**
- L. Consideration and Approval of Supplemental Work Authorization No. 2 to Work Authorization No. 31 with R.R.P. Consulting Engineers, L.L.C. for Whipple Road.**
- M. Consideration and possible action on the Statements of Qualifications and Proposals received in response to the Request for Qualifications for General Engineering Consultant Services 2024-002.**
- N. Consideration and Approval of an Agreement between the Cameron County Regional Mobility Authority and HDR.**
- O. Consideration and Approval of an Agreement between Cameron County Regional Mobility Authority and R.R.P. Consulting Engineers, L.L.C.**
- P. Consideration and Approval of an Agreement between the Cameron County Regional Mobility Authority and Civil Systems Engineering, Inc.**
- Q. Consideration and Authorization to Utilize Job Order Contract via Choice Partners with A&I Custom Manufacturing for Wall Renovation to the Cameron County Regional Mobility Authority Toll Operations Building.**
- R. Consideration and Action to Approve an Order Authorizing Cameron County Regional Mobility Authority to Contract with the Texas Department of Motor Vehicles to Provide Information to the TX DMV Necessary to Carry Out “Flagging” of Vehicle Registration Records if a Fine, Fee, or Tax is Past Due, or if a Failure to Appear is Pending Pursuant to Texas Transportation Code, Section 502.010; and Authorizing Cameron County Regional Mobility Authority to Enter into an Interlocal Agreement with the TX DMV More Specifically Described as the “Schofflaw Services Contract for Marking Texas Motor Vehicle Registration Records” Relating to the Collection of Outstanding Monies Owed to Cameron County Regional Mobility Authority; and Authorize Cameron County Regional Mobility Authority to Submit Letter to the TX DMV Authorizing Linebarger Goggan Blair & Sampson, LLP to Submit Files to the TX DMV on Behalf of Cameron County Regional Mobility Authority.**
- S. Consideration and Action to Approve an Agreement for Registration Refusal Services Between Cameron County Regional Mobility Authority and Linebarger Goggan Blair & Sampson, LLP.**
- T. Discussion and Possible Action Regarding the transition with the Harris County Toll Road Authority.**

U. Consideration and Possible Action on Emergency Procurement Pursuant to Section 11.1 of the Cameron County Regional Mobility Authority's Procurement Policy Due to the Emergency Created by Erosion on the SH 550 Toll Road.

V. Consideration and Approval of Amendment No. 1 to 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 Alternatives Study.

3. Executive Session.

A. Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding the Employment Contract with the Cameron County Regional Mobility Authority Executive Director, Pedro Sepulveda, Jr., Including to Deliberate the Evaluation of the Executive Director Pursuant to V.T.C.A., Government Code, Section 551.071(2) and Section 551.074.

B. Confer with the Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues Related to Emergency Procurement Pursuant to Section 11.1 of the Cameron County Regional Mobility Authority's Procurement Policy Due to the Emergency Created by Erosion on the SH 550 Toll Road, Pursuant to V.T.C.A., Government Code, Section 551.071(2).

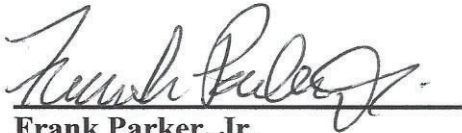
4. Action Relative to Executive Session.

A. Possible Action.

B. Possible Action.

ADJOURNMENT:

Signed this 28th day of October 2024

A handwritten signature in cursive script, appearing to read "Frank Parker, Jr.", 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-B ACKNOWLEDGEMENT OF CLAIMS.

Claims for Acknowledgement



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims October 24, 2024

Operations

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|-------------------------------------|----------------------|------------------|--|-------------------|----------------|----------------|--------------|
| Gexa Energy, LP | 26307144 | S 76.24 | Electricity Ste 6 Oct 2024 | Indirect | Y | Local | Ope |
| MPC Studios, Inc | 34675 | 334.00 | Website Hosting October 2024 | Indirect | Y | Local | Ope |
| NRG Energy, Inc | 303005220253 | 47.46 | Electricity Ste 8 Oct 2024 | Indirect | Y | Local | Ope |
| PEDRO SEPULVEDA JR. | Travel PSJ Gov 10.16 | 277.30 | Travel Reimbursement PSJ Governor's Staff 10.16.24 | Indirect | Y | Local | Ope |
| R.R.P. Consulting Engineers, L.L.C. | U2716.339-13 | 12,662.15 | SH 48 Master Plan WA 39 September 2024 | SH 48 Master Plan | Y | Local | TRZ |
| Toshiba Financial Services | 538651472 | 269.72 | Admin Printer Oct 2024 | Indirect | Y | Local | Ope |
| | | <u>13,666.87</u> | | | | | |

Interlocal Agreement

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|-------------------------------------|----------------|-----------------|------------------------------|------------|----------------|----------------|--------------|
| R.R.P. Consulting Engineers, L.L.C. | U2716.230-08 | S 6,606.10 | FM 509 APD WA 32 August 2024 | FM 509 | Y | Local | Ope |
| | | <u>6,606.10</u> | | | | | |

Tolls

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|------------------------|----------------|------------------|--|-------------------|----------------|----------------|--------------|
| InfoSend, Inc. | 273349 | \$ 113.02 | Envelope Return Shipping and Handling | Indirect | Y | Local | Tolls |
| MPC Studios, Inc | 34754 | 135.00 | Graphic Design 1 Hour of design updates CCRMA SPI Ad | Indirect | Y | Local | Tolls |
| Public Utilities Board | 588837 10/24 | 199.55 | Electricity 180042 SH550 LOC Bro Oct 2024 | Port Spur - SH550 | Y | Local | Tolls |
| | | <u>447.57</u> | | | | | |
| Operations | | 13,666.87 | | | | | |
| Interlocal Agree | | 6,606.10 | | | | | |
| Tolls | | <u>447.57</u> | | | | | |
| Total Transfer | | <u>20,720.54</u> | | | | | |

Reviewed by:

Monica R. Ibarra,
Accountant

MR 10.24.24

Victor J. Barron,
Chief Financial Officer

Quiba 10.24.24

Pete Sepulveda Jr.,
Executive Director

PSS 10 24 24



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims October 17, 2024

Operations

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|-------------------------------------|--------------------|------------------|---|--------------|----------------|----------------|--------------|
| Amazon Capital Services | 1VNP-PK9F-7VJK | \$ 1,728.28 | Office Supplies & Furniture Sept 2024 | Indirect | Y | Local | Ope |
| GDJ Engineering | 2024-199 | 9,009.62 | MPO Project Sept 2024 | Indirect | Y | Local | TRZ |
| Jose De Jesus Rocha Acosta | CL JR 10.16.24 | 1,427.77 | Trade Expos ETYL 2024 Revista T21 JR 10.16.24 | Indirect | Y | Local | Ope |
| Lone Star Shredding | 2001151 | 97.50 | Shredding Services September 2024 | Indirect | Y | Local | Ope |
| Document Storage | | | | | | | |
| Pathfinder Public Affairs, Inc | 81 | 12,000.00 | Consulting Services September 2024 | Indirect | Y | Local | Ope |
| PEDRO SEPULVEDA JR. | Reim PSJ 10.4.24 | 106.64 | Reimbursement Rental PSJ 10.4.24 | Indirect | Y | Local | Ope |
| PEDRO SEPULVEDA JR. | Travel PSJ 10.9.24 | 1,060.28 | Travel Reimbursement Short Course PSJ 10.9.24 | Indirect | Y | Local | Ope |
| R.R.P. Consulting Engineers, L.L.C. | U2716.400-19 | 2,056.72 | SH550 Gap II WA 4 August 2024 | SH550 GAP II | Y | Local | TRZ |
| Charter Communcations | 185525901100124 | 774.06 | Internert Admin/Tolls October 2024 | Indirect | Y | Local | Ope |
| Valley Municipal Utility District | 2030007806 9/24 | 34.92 | Water & Wastewater Ste 7 Sept 2024 | Indirect | Y | Local | Ope |
| Valley Municipal Utility District | 2030007907 9/24 | 35.23 | Water & Wastewater Ste 6 Sept 2024 | Indirect | Y | Local | Ope |
| Valley Municipal Utility District | 2030008005 9/24 | 35.53 | Water & Wastewater Ste 4 Sept 2024 | Indirect | Y | Local | Ope |
| Valley Municipal Utility District | 2030008105 9/24 | 34.66 | Water & Wastewater Ste 3 Sept 2024 | Indirect | Y | Local | Ope |
| Valley Municipal Utility District | 2030008306 9/24 | 35.46 | Water & Wastewater Ste 8 Sept 2024 | Indirect | Y | Local | Ope |
| Valley Municipal Utility District | 2030008406 9/24 | 34.51 | Water & Wastewater Ste 5 Sept 2024 | Indirect | Y | Local | Ope |
| | | <u>28,471.18</u> | | | | | |

Interlocal Agreement

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|-------------------------------------|----------------|------------------|-------------------------------------|--------------------------------|----------------|----------------|--------------|
| GDJ Engineering | 2024-203 | \$ 6,817.03 | Stenger Rd TASA Proj September 2024 | Stenger Rd TASA | Y | Local | Ope |
| GDJ Engineering | 2024-204 | 12,246.80 | Hike & Bike Proj Aug-Sept 2024 | COLF Hike & Bike Trail Project | Y | Local | Restri |
| R.R.P. Consulting Engineers, L.L.C. | U2716.400-19 | 8,226.89 | SH550 Gap II WA 4 August 2024 | SH550 GAP II | Y | Local | Ope |
| | | <u>27,290.72</u> | | | | | |

Tolls

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|---|----------------------|------------------|---|---------------------------|----------------|----------------|--------------|
| Aflac | 691642 | \$ 73.20 | Employee Supplemental Insurance October 2024 | Indirect | Y | Local | Tolls |
| Amazon Capital Services | 1VNP-PK9F-7VJK | 522.36 | Office Supplies & Furniture Sept 2024 | Indirect | Y | Local | Tolls |
| Border Trade Alliance | BTA Sponsorship | 1,000.00 | Sponsorship for BTA Fall Board Meeting | Indirect | Y | Local | Tolls |
| FRANCISCO J SANMIGUEL | Travel CC FSM 6-9.24 | 1,624.08 | Travel Reimbursement CC FSM Jun-Sept 2024 | Indirect | Y | Local | Tolls |
| Jose De Jesus Rocha Acosta | CL JR 10.16.24 | 1,427.77 | Trade Expos ETYL 2024 Revista T21 JR 10.16.24 | Indirect | Y | Local | Tolls |
| Matus Contractor Company | 788 | 7,350.00 | Grass, Garbage, Herbicide Paredes Line Rd to Alton Gloor | Indirect | Y | Local | Tolls |
| NSA Property Holdings LLC d/b/a Move It Storage-Los Fresnos | Unit #923 10/24 | 321.00 | Storage Unit #923 | Indirect | Y | Local | Tolls |
| Charter Communications | 185399301100124 | 590.88 | Ethernet Intrastate 2129 FM Apt 511 Oct 2024 | Direct Connectors - SH550 | Y | Local | Tolls |
| Charter Communications | 185525901100124 | 774.06 | Internert Admin/Tolls October 2024 | Indirect | Y | Local | Tolls |
| Charter Communications | 239414901100124 | 716.69 | Ethernet Intrastate 7301 Metropolis Dr Apt Bldg #6 Oct 2024 | Direct Connectors - SH550 | Y | Local | Tolls |
| Valley Municipal Utility District | 3010066802 9/24 | 50.75 | Water & Wastewater Tolls Sept 2024 | Indirect | Y | Local | Tolls |
| | | <u>14,450.79</u> | | | | | |

| | |
|------------------|------------------|
| Operations | 28,471.18 |
| Interlocal Agree | 27,290.72 |
| Tolls | <u>14,450.79</u> |
| Total Transfer | <u>70,212.69</u> |

Reviewed by:

Monica R. Ibarra,
Accountant

MRI 10.17.24

Victor J. Barron,
Chief Financial Officer

VJB 10.17.24

Pete Sepulveda Jr, Executive
Director

PJS 10.17.24



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims October 14, 2024

Tolls

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|-------------|---------------------|-----------------|-----------------------------------|------------|----------------|----------------|--------------|
| HCTRA | Cash/Check Oct 1-11 | \$ 4,163.65 | Cash/Check Deposits Oct 1-11 2024 | Indirect | Y | Local | Tolls |
| | | <u>4,163.65</u> | | | | | |
| | Tolls | <u>4,163.65</u> | | | | | |
| | Total Transfer | <u>4,163.65</u> | | | | | |

Reviewed by:

Monica R. Ibarra, Accountant

Monica R. Ibarra 10.14.24

Victor J. Barron,
Chief Financial Officer

Victor J. Barron 10.14.24

Pete Sepulveda Jr, Executive
Director

APPROVED

By Pete Sepulveda, Jr. at 7:41 am, Oct 17, 2024



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims October 10, 2024

Tolls

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|-------------|----------------------|------------------|------------------------------------|------------|----------------|----------------|--------------|
| HCTRA | Cash/Check Jul 2024 | \$ 7,495.83 | Cash/Check Deposits July 2024 | Indirect | Y | Local | Tolls |
| HCTRA | Cash/Check Aug 2024 | 12,080.91 | Cash/Check Deposits August 2024 | Indirect | Y | Local | Tolls |
| HCTRA | Cash/Check Sept 2024 | 10,169.42 | Cash/Check Deposits September 2024 | Indirect | Y | Local | Tolls |
| | | <u>29,746.16</u> | | | | | |
| | Tolls | <u>29,746.16</u> | | | | | |
| | Total Transfer | <u>29,746.16</u> | | | | | |

Reviewed by:

Monica R. Ibarra, Accountant

MMR w d 10.10.24

Victor J. Barron,
Chief Financial Officer

Victor Barron 10.10.24

Pete Sepulveda Jr, Executive
Director

PJ 10.10.24



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims October 10, 2024

Operations

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|-------------------------------------|----------------------|------------------|--|-----------------------|----------------|----------------|--------------|
| CheckMark | 119054 9/24 | \$ 56.25 | Time Clock Service September 2024 | Indirect | Y | Local | Ope |
| Lily Anne Garcia | Reim LG 9.26.24 | 56.13 | Travel & Misc Reimbursement LG Sept 2024 | Indirect | Y | Local | Ope |
| Monica R Ibarra | Travel MRI Aug-Sept | 71.45 | Travel Reimbursement MRI Aug-Sept 2024 | Indirect | Y | Local | Ope |
| Harlingen Area Chamber of Commerce | State of the County | 2,000.00 | County Champion Sponsor CC State of the County | Indirect | Y | Local | Ope |
| JWH and Associates, Inc. | 1624 | 2,900.00 | Gateway Bridge Pedestrains Sept 2024 | CC - Gateway Bridge | Y | Local | TRZ |
| JWH and Associates, Inc. | 1724 | 1,650.00 | Railroad Alternatives and Harlingen Yard Sept 2024 | North Rail Relocation | Y | Local | TRZ |
| MPark Consulting, LLC | 1 | 1,162.25 | Professional Services On-Call CBP Proj Sept 2024 | Indirect | Y | Local | Ope |
| PEDRO SEPULVEDA JR. | Travel PSJ 9.21.24 | 654.39 | Travel Reimbursement PSJ 9.21.24 | Indirect | Y | Local | Ope |
| PEDRO SEPULVEDA JR. | Travel PSJ Sept 2024 | 2,267.40 | Travel Reimbursement PSJ Sept 2024 | Indirect | Y | Local | Ope |
| Rio Grande Valley Partnership | 6862 | 1,000.00 | Membership Investment RGV Partnership | Indirect | Y | Local | Ope |
| RingCentral, Inc. | CD_000925664 | 368.76 | Phone System Sept 2024 | Indirect | Y | Local | Ope |
| RingCentral, Inc. | CD_000925664 | 368.76 | Phone System Oct 2024 | Indirect | Y | Local | Ope |
| R.R.P. Consulting Engineers, L.L.C. | U2716.339-12 | 2,377.19 | SH 48 Master Plan WA 39 August 2024 | SH 48 Master Plan | Y | Local | TRZ |
| Rentfro, Irwin, & Irwin, P.L.L.C | 2638 | 5,616.87 | Legal Services September 2024 | Indirect | Y | Local | Ope |
| Union Pacific Railroad Company | 90139259 | 5,871.47 | Harlingen Rail August 2024 | North Rail Relocation | Y | Local | TRZ |
| Union Pacific Railroad Company | 90136388 | 7,701.99 | Harlingen Bypass Proj June 2024 | North Rail Relocation | Y | Local | TRZ |
| Verizon Wireless | 9974596131 | 75.98 | Internet Hotspot September 2024 | Indirect | Y | Local | Ope |
| | | <u>34,198.89</u> | | | | | |

Interlocal Agreement

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|--------------------------------|----------------|------------------|-------------------------------------|-----------------------------|----------------|----------------|--------------|
| Pathfinder Public Affairs, Inc | 80-B | \$ 8,000.00 | Consulting Services ILA August 2024 | CC - Consulting Services PF | Y | Local | Ope |
| Union Pacific Railroad Company | 90139259 | 12,453.98 | Harlingen Rail August 2024 | North Rail Relocation | Y | Local | Ope |
| Union Pacific Railroad Company | 90136388 | 15,954.66 | Harlingen Bypass Proj June 2024 | North Rail Relocation | Y | Local | Ope |
| | | <u>36,408.64</u> | | | | | |

Tolls

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|---|---------------------|------------------|--|------------|----------------|----------------|--------------|
| Lily Anne Garcia | Reim LG 9.26.24 | \$ 53.60 | Travel & Misc Reimbursement LG Sept 2024 | Indirect | Y | Local | Tolls |
| Mary Chapa | Travel MC 9.30.24 | 77.23 | Travel Reimbursement MC 9.30.24 | Indirect | Y | Local | Tolls |
| Monica R Ibarra | Travel MRI Aug-Sept | 83.25 | Travel Reimbursement MRI Aug-Sept 2024 | Indirect | Y | Local | Tolls |
| Fagan Consulting LLC | BOS-2409 | 955.41 | Back Office System Transition Support Sept 2024 | Indirect | Y | Local | Tolls |
| E.A. Stone dba Gulf Data Products | 117045 | 628.80 | #10 Window Envelopes with Color Logo Qty 5000 | Indirect | Y | Local | Tolls |
| Prisciliano Delgado | 10620 | 250.00 | Lawn Care September 2024 | Indirect | Y | Local | Tolls |
| Make-A-Wish Foundation of the Rio Grande Valley | Wish Upon A Star | 1,000.00 | Rancho Viejo Wish Upon A Star Race Sponsorship | Indirect | Y | Local | Tolls |
| RingCentral, Inc. | CD_000925664 | 368.76 | Phone System Sept 2024 | Indirect | Y | Local | Tolls |
| RingCentral, Inc. | CD_000925664 | 368.76 | Phone System Oct 2024 | Indirect | Y | Local | Tolls |
| The Brownsville Herald | NIE Sponsor FY25 | 500.00 | Sponsorship Brownsville Herald In Education Program NIE FY25 | Indirect | Y | Local | Tolls |
| Rentfro, Irwin, & Irwin, P.L.L.C | 2638 | 1,362.53 | Legal Services September 2024 | Indirect | Y | Local | Tolls |
| United States Postal Service | FC Stamps 10.2.24 | 730.00 | First Class Stamps 10.2.24 | Indirect | Y | Local | Tolls |
| Verizon Wireless | 9974596131 | 75.98 | Internet Hotspot September 2024 | Indirect | Y | Local | Tolls |
| | | <u>6,454.32</u> | | | | | |
| | Operations | 34,198.89 | | | | | |
| | Interlocal Agree | 36,408.64 | | | | | |
| | Tolls | <u>6,454.32</u> | | | | | |
| | Total Transfer | <u>77,061.85</u> | | | | | |

Reviewed by:

Monica R. Ibarra, Accountant *M.R. Ibarra* 10.10.24

Victor J. Barron, Chief Financial Officer *VJB* 10.10.24

Pete Sepulveda Jr, Executive Director *PJ* 10/11/24



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims October 3, 2024

Operations

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|-----------------------------------|-----------------|------------------|--|------------|----------------|----------------|--------------|
| American Express | AMEX Sept 2024 | \$ 1,029.32 | Credit Card Charges Sept 2024 | Indirect | Y | Local | Ope |
| Carashsoft Technology Corp. | 41706422 | 10,960.00 | OpenRoads Designer SELECT Subscription Oct 2024-Oct 2025 | Indirect | Y | Local | Ope |
| Culligan of the Rio Grande Valley | 320895 9/24 | 28.97 | Bottled Water Delivery September 2024 | Indirect | Y | Local | Ope |
| Diamante Super Clean | 11-020 | 850.00 | Janitorial Services September 2024 | Indirect | Y | Local | Ope |
| Direct Energy Business, LLC | 242630055274246 | 79.42 | Electricity Ste 4 Sept 2024 | Indirect | Y | Local | Ope |
| Direct Energy Business, LLC | 242640055284945 | 61.88 | Electricity Ste 7 Sept 2024 | Indirect | Y | Local | Ope |
| Direct Energy Business, LLC | 242640055284946 | 125.62 | Electricity Ste 3 Sept 2024 | Indirect | Y | Local | Ope |
| Direct Energy Business, LLC | 242640055284947 | 93.34 | Electricity Ste 5 Sept 2024 | Indirect | Y | Local | Ope |
| Republic Services | 0863-002617803 | 140.26 | Waste Container October 2024 | Indirect | Y | Local | Ope |
| Staples Business Credit | 7002330809 | 2,462.59 | Office Supplies & Furniture Sept 2024 | Indirect | Y | Local | Ope |
| | | <u>15,831.40</u> | | | | | |

Tolls

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|---|-----------------|------------------|---------------------------------------|---------------------------|----------------|----------------|--------------|
| American Express | AMEX Sept 2024 | \$ 1,298.87 | Credit Card Charges Sept 2024 | Indirect | Y | Local | Tolls |
| Culligan of the Rio Grande Valley | 320895 9/24 | 57.95 | Bottled Water Delivery September 2024 | Indirect | Y | Local | Tolls |
| Direct Energy Business, LLC | 242640055284948 | 435.86 | Electricity Tolls Sept 2024 | Indirect | Y | Local | Tolls |
| Direct Energy Business, LLC | 242670055298121 | 268.37 | Electricity 570 Fm 511 Sept 2024 | Direct Connectors - SH550 | Y | Local | Tolls |
| Direct Energy Business, LLC | 242670055298122 | 419.35 | Electricity 1895 Fm 511 #1 Sept 2024 | FM1847 - SH550 | Y | Local | Tolls |
| Direct Energy Business, LLC | 242670055300091 | 82.67 | Electricity 1505 Fm 511 Sept 2024 | Direct Connectors - SH550 | Y | Local | Tolls |
| Direct Energy Business, LLC | 242670055300092 | 63.00 | Electricity 1705 Fm 511 Sept 2024 | Direct Connectors - SH550 | Y | Local | Tolls |
| iCheckU Drug and Alcohol Testing Services | 951 | 180.00 | Criminal Background Check EA, AS,IA | Indirect | Y | Local | Tolls |
| Public Utilities Board | 600710 9/24 | 223.58 | Electricity 1100 FM 511 Hwy Sept 2024 | Direct Connectors - SH550 | Y | Local | Tolls |
| Staples Business Credit | 7002330809 | 836.03 | Office Supplies & Furniture Sept 2024 | Indirect | Y | Local | Tolls |
| | | <u>3,865.68</u> | | | | | |
| | Operations | 15,831.40 | | | | | |
| | Tolls | <u>3,865.68</u> | | | | | |
| | Total Transfer | <u>19,697.08</u> | | | | | |

Reviewed by:

Monica R. Ibarra, Accountant M R. Ibarra 10.3.24

Victor J. Barron, Chief Financial Officer V. Barron 10.4.24

Pete Sepulveda Jr, Executive Director P. Sepulveda Jr 10.04.24



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims September 26, 2024

Operations

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|--------------------------------|----------------|-----------------|--|-----------------------|----------------|----------------|--------------|
| Gexa Energy, LP | 25862506 | \$ 104.66 | Electricity Ste 6 Sept 2024 | Indirect | Y | Local | Ope |
| NRG Energy, Inc | 305002526683 | 63.50 | Electricity Ste 8 Sept 2024 | Indirect | Y | Local | Ope |
| AIM Media Texas | 40016751-0824 | 5,003.75 | 6337-BH Digital by the Day Engineering/3010-BH Classified Le | Indirect | Y | Local | Ope |
| Union Pacific Railroad Company | 90137805 | 919.30 | Harlingen Bypass July 2024 | North Rail Relocation | Y | Local | TRZ |
| Union Pacific Railroad Company | 90138774 | 475.97 | SH550 Union Pacific June-Aug 2024 | SH550 GAP II | Y | Local | TRZ |
| | | <u>6,567.18</u> | | | | | |

Interlocal Agreement

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|-------------------------------------|----------------|------------------|---|-----------------------|----------------|----------------|--------------|
| GDJ Engineering | 2024-182 | \$ 4,813.49 | Dana Rd Proj August 2024 | Dana Rd | Y | Local | Ope |
| R.R.P. Consulting Engineers, L.L.C. | U2716.334-08 | 13,410.77 | Flor de Mayo NEPA Process WA 34 August 2024 | Flor De Mayo Bridge | Y | Local | Restri |
| Union Pacific Railroad Company | 90137805 | 1,949.92 | Harlingen Bypass July 2024 | North Rail Relocation | Y | Local | Ope |
| Union Pacific Railroad Company | 90138774 | 1,903.86 | SH550 Union Pacific June-Aug 2024 | SH550 GAP II | Y | Local | Ope |
| | | <u>22,078.04</u> | | | | | |

Tolls

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|---|---------------------|------------------|--|------------|----------------|----------------|--------------|
| Brownsville Police Officers Association | 38th BPOA Surf Fish | \$ 1,500.00 | 38th BPOA Surf Fishing Tournament Gold Sponsorship | Indirect | Y | Local | Tolls |
| International Bridge, Tunnel & Turnpike Association | INV-24267-G8B3W0 | 6,910.00 | Operator Member Inside USA | Indirect | Y | Local | Tolls |
| Matus Contractor Company | 780 | 9,975.00 | Grass, Garbage, Herbicide Direct Connector to Paredes Line | Indirect | Y | Local | Tolls |
| Town of Rancho Viejo | RVPD National Night | 1,000.00 | RVPD National Night Out Sponsorship | Indirect | Y | Local | Tolls |
| | | <u>19,385.00</u> | | | | | |
| | Operations | 6,567.18 | | | | | |
| | Interlocal Agree | 22,078.04 | | | | | |
| | Tolls | <u>19,385.00</u> | | | | | |
| | Total Transfer | <u>48,030.22</u> | | | | | |

Reviewed by:

Monica R. Ibarra,
Accountant

MR 9.26.24

Victor J. Barron,
Chief Financial Officer

VJB 9.27.24

Pete Sepulveda Jr.,
Executive Director

PS 9.27.24

2-C APPROVAL OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims October 31, 2024

Operations

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|---|----------------------|---------------|--|------------|----------------|----------------|--------------|
| Texas County District Retirement System | TCDRS Sept -Oct 2024 | \$ 14,294.40 | TCDRS September-October 2024 | Indirect | Y | Local | Ope |
| TML Health Benefits Pool | PCAMERO62411 | 12,969.42 | Employee Health Benefits November 2024 | Indirect | Y | Local | Ope |
| | | 27,263.82 | | | | | |

Interlocal Agreement

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|-------------------------------------|----------------|---------------|--|-------------------------------|----------------|----------------|--------------|
| Cameron County | SPI 2nd Access | \$ 264,541.79 | Return of Unused Advance Funding SPI 2nd Access | South Padre Island 2nd Access | Y | Local | Restri |
| GDJ Engineering | 2024-200 | 15,128.69 | Dana Rd Proj September 2024 | Dana Rd | Y | Local | Ope |
| R.R.P. Consulting Engineers, L.L.C. | U2716.334-09 | 17,138.76 | Flor De Mayo NEPA WA 34 September 2024 | Flor De Mayo Bridge | Y | Local | Restri |
| R.R.P. Consulting Engineers, L.L.C. | U2716.441.04 | 62,952.44 | South Parallel Corridor Phase III WA 41 September 2024 | South Parallel Corridor | Y | Local | Ope |
| | | 359,761.68 | | | | | |


Tolls

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|---|----------------------------------|---------------|---|------------|----------------|----------------|--------------|
| Cameron County | SEGO Integration/Change Order #2 | \$ 147,263.10 | Cameron County Int'l Bridge System, Change Order #2 1 TME (3) Lanes of Vehicle Profiler Lasers and SEGO Integration | Indirect | Y | Local | Tolls |
| HCTRA | July Migration | 121,633.96 | July Data Migration | Indirect | Y | Local | Tolls |
| Kapsch TrafficCom USA, Inc | 486025SI01110 | 22,094.00 | Toll System Maintenance Support September 2024 | Indirect | Y | Local | Tolls |
| Texas County District Retirement System | TCDRS Sept -Oct 2024 | 5,772.19 | TCDRS September-October 2024 | Indirect | Y | Local | Tolls |
| TML Health Benefits Pool | PCAMERO62411 | 10,991.02 | Employee Health Benefits November 2024 | Indirect | Y | Local | Tolls |
| TML Intergovernmental Risk Pool | 9384 10.1.24 | 27,449.00 | Insurance Coverage with Workers Comp 10.1.24 | Indirect | Y | Local | Tolls |
| | | 335,203.27 | | | | | |

| | |
|------------------|---------------|
| Operations | \$ 27,263.82 |
| Interlocal Agree | 359,761.68 |
| Tolls | 335,203.27 |
| Total Transfer | \$ 722,228.77 |

Reviewed by:

Victor J. Barron,
Chief Financial Officer

 10.25.24

Pete Sepulveda Jr,
Executive Director

 10.25.24

**2-D CONSIDERATION AND APPROVAL OF THE FINANCIAL
STATEMENTS AND BUDGET AMENDMENTS FOR THE
MONTHS OF AUGUST AND SEPTEMBER 2024.**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

August 2024 Financial Report



PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR
VICTOR J. BARRON, CHIEF FINANCIAL OFFICER

Administrative Operations Revenues and Expenses

- ▶ Total operating revenues Current Year Actual increased 2.45% compared to Prior Year Current Year
- ▶ Operating expenses in line with budget
- ▶ Total operating income Current Year Actual increased 11.84% compared to Prior Year Current Year.
- ▶ Current Year Actual Net Position \$8,380,594

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Statement of Revenues and Expenses - Monthly R&E - Unposted Transactions Included In Report From 8/1/2024 Through 8/31/2024

| | Current Period Actual | Current Year Actual | YTD Budget - Original | Annual Budget Variance - Original | Prior Year Actual | Current Year % Change |
|-------------------------------|--------------------------|------------------------|--------------------------|--|----------------------|-----------------------------|
| Operating Revenues | | | | | | |
| Vehicle registration fees | \$ 307,340 | \$ 3,264,560 | \$ 3,450,000 | \$ (185,440) | \$ 3,230,520 | 1.05 |
| Interlocal agreements | 21,738 | 223,843 | 425,700 | (201,857) | 168,998 | 32.45 |
| Other revenues | - | 4,188 | 10,080 | (5,892) | 9,437 | (55.62) |
| Total Operating Revenues | <u>329,078</u> | <u>3,492,591</u> | <u>3,885,780</u> | <u>(393,189)</u> | <u>3,408,956</u> | <u>2.45</u> |
| Operating Expenses | | | | | | |
| Personnel costs | 63,711 | 1,022,463 | 1,343,306 | 320,843 | 1,249,361 | (18.16) |
| Professional services | 17,050 | 224,101 | 288,000 | 63,899 | 221,584 | 1.14 |
| Advertising & marketing | 10,093 | 32,003 | 59,000 | 26,997 | 14,803 | 116.19 |
| Data processing | 885 | 29,994 | 30,000 | 6 | 21,209 | 41.42 |
| Dues & memberships | - | 25,000 | 25,500 | 500 | 19,850 | 25.94 |
| Education & training | - | 199 | 10,000 | 9,801 | 1,545 | (87.12) |
| Fiscal agent fees | 1,375 | 10,855 | 52,590 | 41,735 | 13,975 | (22.33) |
| Insurance | 973 | 4,481 | 9,200 | 4,719 | 7,300 | (38.61) |
| Maintenance & repairs | 3,326 | 15,656 | 65,000 | 49,344 | 15,406 | 1.62 |
| Office supplies | 1,343 | 26,126 | 36,650 | 10,524 | 15,336 | 70.35 |
| Leases | 426 | 27,869 | 32,735 | 4,866 | 3,424 | 714.05 |
| Travel | 147 | 26,705 | 28,000 | 1,295 | 26,695 | 0.04 |
| Utilities | 2,321 | 24,641 | 33,124 | 8,483 | 24,116 | 2.18 |
| Contingency | - | 37,980 | 127,250 | 89,270 | - | 100.00 |
| Total Operating Expenses | <u>101,650</u> | <u>1,508,075</u> | <u>2,140,355</u> | <u>632,280</u> | <u>1,634,604</u> | <u>(7.74)</u> |
| Total Operating Income (Loss) | <u>227,429</u> | <u>1,984,516</u> | <u>1,745,425</u> | <u>239,091</u> | <u>1,774,352</u> | <u>11.84</u> |
| Non Operating Revenues | | | | | | |
| Interest income | 107,688 | 987,310 | 250,000 | 737,310 | 490,479 | 101.30 |
| TRZ revenue | - | 7,624,815 | 4,000,000 | 3,624,815 | 3,462,631 | 120.20 |
| Insurance proceeds | - | 848,635 | - | 848,635 | - | 100.00 |
| Total Non Operating Revenues | <u>107,688</u> | <u>9,460,760</u> | <u>4,250,000</u> | <u>5,210,760</u> | <u>3,953,110</u> | <u>139.32</u> |
| Non Operating Expenses | | | | | | |
| Debt principal and interest | 426,763 | 1,858,259 | 1,970,425 | 112,166 | 1,855,984 | 0.12 |
| Debt interest-LOC | - | - | 25,000 | 25,000 | - | - |
| Project expenses | 129,276 | 1,206,423 | 4,000,000 | 2,793,577 | 405,118 | 197.80 |
| Total Non Operating Expenses | <u>556,039</u> | <u>3,064,682</u> | <u>5,995,425</u> | <u>2,930,743</u> | <u>2,261,102</u> | <u>35.54</u> |
| Total Changes in Net Position | <u>\$ (220,922)</u> | <u>\$ 8,380,594</u> | <u>\$ -</u> | <u>\$ 8,380,594</u> | <u>\$ 3,466,360</u> | <u>141.77</u> |

Unaudited Financial Statements Subject to Change

Toll Operation Revenues and Expenses

- ▶ Total toll operating revenues Current Year Actual increased 7.74% compared to Prior Year Current Year
- ▶ Operating expenses in line with budget
- ▶ Total operating income Current Year Actual increased 6.57% compared to Prior Year Current Year
- ▶ Net Position Current Year Actual \$2,322,510.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenses - Cash - Unposted Transactions Included
In Report From 8/1/2024 Through 8/31/2024

| | Current Period Actual | Current Year Actual | YTD Budget - Original | Annual Budget Variance - Original | Prior Year Actual | Current Year % Change |
|-------------------------------|--------------------------|------------------------|--------------------------|---|----------------------|--------------------------|
| Toll Operating Revenues | | | | | | |
| TPS Revenues | \$ 137,650 | \$ 3,170,696 | \$ 2,865,000 | \$ 305,696 | \$ 3,172,564 | (0.06) |
| Fuego Revenues | 74,915 | 766,977 | 500,000 | 266,977 | 473,469 | 61.99 |
| Interop Revenues | | | | | | |
| Interop revenues | 128,016 | 1,291,825 | 995,000 | 296,825 | 912,533 | 41.56 |
| Bridge interoperability | - | 326,913 | 520,000 | (193,088) | 558,320 | (41.45) |
| Total Interop Revenues | 128,016 | 1,618,738 | 1,515,000 | 103,738 | 1,470,853 | 10.05 |
| Other Toll Revenues | | | | | | |
| Interlocal agreement revenues | 3,333 | 112,048 | 172,517 | (60,469) | 144,489 | (22.45) |
| Total Other Toll Revenues | 3,333 | 112,048 | 172,517 | (60,469) | 144,489 | (22.45) |
| Total Toll Operating Revenues | 343,915 | 5,668,459 | 5,052,517 | 615,942 | 5,261,376 | 7.74 |
| Toll Operating Expenses | | | | | | |
| Personnel costs | 53,908 | 634,947 | 938,097 | 303,150 | 517,853 | 22.61 |
| Transaction processing costs | 9,507 | 696,531 | 1,039,850 | 343,319 | 761,249 | (8.50) |
| Toll system maintenance/IT | 30,000 | 282,173 | 288,000 | 5,827 | 252,152 | 11.91 |
| Roadside maintenance | 55,123 | 553,857 | 620,000 | 66,143 | 497,828 | 11.25 |
| CSC indirect/overhead costs | 20,381 | 256,369 | 572,371 | 316,002 | 187,667 | 36.61 |
| Total Toll Operating Expenses | 168,919 | 2,423,877 | 3,458,318 | 1,034,441 | 2,216,748 | 9.34 |
| Total Operating Income (Loss) | 174,996 | 3,244,582 | 1,594,199 | 1,650,383 | 3,044,627 | 6.57 |
| Non Operating Revenues | | | | | | |
| Other Financing Sources | | | | | | |
| Pass through grant revenues | 1,694,190 | 1,694,190 | 1,385,000 | 309,190 | 1,385,000 | 22.32 |
| Insurance Recovery | - | 147,774 | - | 147,774 | - | 100.00 |
| Total Other Financing Sources | 1,694,190 | 1,841,964 | 1,385,000 | 456,964 | 1,385,000 | 32.99 |
| Total Non Operating Revenues | 1,694,190 | 1,841,964 | 1,385,000 | 456,964 | 1,385,000 | 32.99 |
| Non Operating Expenses | | | | | | |
| Debt principal and interest | 732,026 | 2,764,036 | 2,979,199 | 215,163 | 2,606,204 | 6.06 |
| Total Non Operating Expenses | 732,026 | 2,764,036 | 2,979,199 | 215,163 | 2,606,204 | 6.06 |
| Changes in Net Position | \$ 1,137,160 | \$ 2,322,510 | \$ - | \$ 2,322,510 | \$ 1,823,423 | 27.37 |

Unaudited Financial Statements Subject to Change

Combined Revenues and Expenses

- ▶ Total operating revenues Current Year Actual increased 5.66% compared to Prior Year Current Year
- ▶ Operating expenses in line with budget
- ▶ Total net change from operations increased 8.51% compared to Prior Year Current Year
- ▶ Net Position Current Year Actual \$10,703,104.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Combined Statement of Revenues and Expenses - Unposted Transactions Included
In Report From 8/1/2024 Through 8/31/2024

| | Current Period Actual | Current Year Actual | YTD Budget - Original | Annual Budget Variance - Original | Prior Year Actual | Current Year % Change |
|----------------------------------|--------------------------|------------------------|--------------------------|---|----------------------|--------------------------|
| Operating Revenues | | | | | | |
| Vehicle registration fees | \$ 307,340 | \$ 3,264,560 | \$ 3,450,000 | \$ (185,440) | \$ 3,230,520 | 1.05 |
| Interlocal agreement | 25,072 | 340,079 | 608,297 | (268,218) | 322,925 | 5.31 |
| Toll revenues | 340,582 | 5,556,411 | 4,880,000 | 676,411 | 5,116,886 | 8.59 |
| Total Operating Revenues | 672,994 | 9,161,050 | 8,938,297 | 222,753 | 8,670,331 | 5.66 |
| Operating Expenses | | | | | | |
| Personnel costs | 117,619 | 1,657,411 | 2,281,403 | 623,992 | 1,767,213 | (6.21) |
| Accounting software and services | 2,980 | 2,980 | 3,000 | 20 | 2,785 | 7.00 |
| Professional services | 12,000 | 168,027 | 220,000 | 51,973 | 166,080 | 1.17 |
| Contractual services | 4,891 | 156,317 | 210,000 | 53,683 | 134,372 | 16.33 |
| Advertising & marketing | 14,597 | 112,976 | 159,000 | 46,024 | 85,561 | 32.04 |
| Data processing | 885 | 29,994 | 30,000 | 6 | 21,209 | 41.42 |
| Dues & memberships | - | 31,910 | 33,500 | 1,590 | 27,350 | 16.67 |
| Education & training | - | 599 | 20,000 | 19,401 | 1,744 | (65.65) |
| Fiscal agent fees | 1,375 | 10,855 | 57,790 | 46,935 | 13,975 | (22.33) |
| Insurance | 8,638 | 95,344 | 99,200 | 3,856 | 91,390 | 4.33 |
| Maintenance & repairs | 7,918 | 31,914 | 140,000 | 108,086 | 42,669 | (25.21) |
| Office supplies | 3,077 | 340,626 | 474,950 | 134,324 | 385,323 | (11.60) |
| Road maintenance | 73,086 | 860,834 | 959,700 | 98,866 | 829,371 | 3.79 |
| Leases | 747 | 57,733 | 73,497 | 15,764 | 20,055 | 187.88 |
| Toll services | 9,431 | 176,406 | 340,250 | 163,844 | 145,565 | 21.19 |
| Travel | 5,098 | 56,175 | 68,000 | 11,825 | 46,396 | 21.08 |
| Utilities | 8,226 | 65,898 | 87,524 | 21,626 | 61,817 | 6.60 |
| Contingency | - | 75,953 | 340,859 | 264,906 | 8,476 | 796.05 |
| Total Operating Expenses | 270,569 | 3,931,952 | 5,598,673 | 1,666,721 | 3,851,352 | 2.09 |
| Net Change from Operations | 402,425 | 5,229,099 | 3,339,624 | 1,889,475 | 4,818,979 | 8.51 |
| Non Operating Revenue | | | | | | |
| Pass through grant revenues | 1,694,190 | 1,694,190 | 1,385,000 | 309,190 | 1,385,000 | 22.32 |
| Interest income | 107,688 | 987,310 | 250,000 | 737,310 | 490,479 | 101.30 |
| TRZ Revenue | - | 7,624,815 | 4,000,000 | 3,624,815 | 3,462,631 | 120.20 |
| Other financing sources | - | 996,409 | - | 996,409 | - | 100.00 |
| Total Non Operating Revenue | 1,801,878 | 11,302,724 | 5,635,000 | 5,667,724 | 5,338,110 | 111.74 |
| Non Operating Expenses | | | | | | |
| Bond Debt Expense | 1,158,789 | 4,622,296 | 4,949,624 | 327,328 | 4,462,188 | 3.59 |
| Debt Interest - LOC | - | - | 25,000 | 25,000 | - | - |
| Project expenses | 129,276 | 1,206,423 | 4,000,000 | 2,793,577 | 405,118 | 197.80 |
| Total Non Operating Expenses | 1,288,065 | 5,828,719 | 8,974,624 | 3,145,905 | 4,867,306 | 19.75 |
| Changes in Net Position | \$ 916,238 | \$10,703,104 | \$ - | \$ 10,703,104 | \$ 5,289,783 | 102.34 |

Unaudited Financial Statements Subject to Change

Interlocal Revenues and Expenses – Monthly

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenses

From 8/1/2024 Through 8/31/2024

| | Cameron County | City of San Benito | Federal Funds | State Funds | City of Primera | Total |
|--|-------------------|-----------------------|---------------|-------------|--------------------|-----------|
| Interlocal Revenues | | | | | | |
| South Parallel Corridor | \$ 76,946 | \$ - | \$ - | \$ - | \$ - | \$ 76,946 |
| Stenger Rd TASA | - | 7,940 | - | - | - | 7,940 |
| Primera Rd Sidewalk Improvements Project | - | - | - | - | 3,433 | 3,433 |
| 281 Connector | 3,235 | - | - | - | - | 3,235 |
| Flor De Mayo Bridge | 14,300 | - | - | - | - | 14,300 |
| Dana Rd | 4,813 | - | - | - | - | 4,813 |
| CC- Veterans Bridge | 127,605 | - | 85,052 | 15,097 | - | 227,753 |
| CC - Consulting Services PF | 8,000 | - | - | - | - | 8,000 |
| Total Interlocal Revenues | 234,899 | 7,940 | 85,052 | 15,097 | 3,433 | 346,421 |
| Interlocal Expenses | | | | | | |
| South Parallel Corridor | 76,946 | - | - | - | - | 76,946 |
| Stenger Rd TASA | - | 7,940 | - | - | - | 7,940 |
| Primera Rd Sidewalk Improvements Project | - | - | - | - | 3,433 | 3,433 |
| 281 Connector | 3,235 | - | - | - | - | 3,235 |
| Flor De Mayo Bridge | 14,300 | - | - | - | - | 14,300 |
| Dana Rd | 4,813 | - | - | - | - | 4,813 |
| CC- Veterans Bridge | 127,605 | - | 85,052 | 15,097 | - | 227,753 |
| CC - Consulting Services PF | 8,000 | - | - | - | - | 8,000 |
| Total Interlocal Expenses | 234,899 | 7,940 | 85,052 | 15,097 | 3,433 | 346,421 |
| Total Changes in Net Position | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Unaudited Financial Statements Subject to Change

Interlocal Revenues and Expenses – Year to Date

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenses

From 10/1/2023 Through 8/31/2024

| | Cameron County | City of Brownsville | City of San Benito | City of Los Fresnos | Federal Funds | State Funds | City of Primera | Total |
|--|------------------|---------------------|--------------------|---------------------|------------------|----------------|-----------------|------------------|
| Interlocal Revenues | | | | | | | | |
| South Padre Island 2nd Access | \$ 174,584 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 174,584 |
| West Rail Corridor | 64,701 | - | - | - | - | - | - | 64,701 |
| SH550 GAP II | - | - | - | - | 19,223 | - | - | 19,223 |
| SH 32 (East Loop) | 196,853 | 1,638,507 | - | - | - | - | - | 1,835,360 |
| South Parallel Corridor | 116,990 | - | - | - | - | - | - | 116,990 |
| COLF Side Walk | - | - | - | 28,823 | - | - | - | 28,823 |
| COLF Hike & Bike Trail Project | - | - | - | 8,167 | - | - | - | 8,167 |
| Stenger Rd TASA | - | - | 14,500 | - | - | - | - | 14,500 |
| Primera Rd Sidewalk Improvements Project | - | - | - | - | - | - | 3,433 | 3,433 |
| FM 509 | 99,206 | - | - | - | - | - | - | 99,206 |
| 281 Connector | 23,216 | - | - | - | - | - | - | 23,216 |
| Flor De Mayo Bridge | 424,942 | - | - | - | - | - | - | 424,942 |
| Dana Rd | 246,972 | 7,210 | - | - | - | - | - | 254,181 |
| CC- Veterans Bridge | 2,675,698 | - | - | - | 2,990,406 | 530,797 | - | 6,196,901 |
| CC - Gateway Bridge | 2,750 | - | - | - | - | - | - | 2,750 |
| CC - Consulting Services PF | 88,000 | - | - | - | - | - | - | 88,000 |
| CC - Administration Building & Parking Lot | 16,288 | - | - | - | - | - | - | 16,288 |
| Total Interlocal Revenues | 4,130,200 | 1,645,717 | 14,500 | 36,990 | 3,009,629 | 530,797 | 3,433 | 9,371,267 |
| Interlocal Expenses | | | | | | | | |
| South Padre Island 2nd Access | 174,584 | - | - | - | - | - | - | 174,584 |
| West Rail Corridor | 64,701 | - | - | - | - | - | - | 64,701 |
| SH550 GAP II | - | - | - | - | 19,223 | - | - | 19,223 |
| SH 32 (East Loop) | 196,853 | 1,638,507 | - | - | - | - | - | 1,835,360 |
| South Parallel Corridor | 116,990 | - | - | - | - | - | - | 116,990 |
| COLF Side Walk | - | - | - | 28,823 | - | - | - | 28,823 |
| COLF Hike & Bike Trail Project | - | - | - | 8,167 | - | - | - | 8,167 |
| Stenger Rd TASA | - | - | 14,500 | - | - | - | - | 14,500 |
| Primera Rd Sidewalk Improvements Project | - | - | - | - | - | - | 3,433 | 3,433 |
| FM 509 | 99,206 | - | - | - | - | - | - | 99,206 |
| 281 Connector | 23,216 | - | - | - | - | - | - | 23,216 |
| Flor De Mayo Bridge | 424,942 | - | - | - | - | - | - | 424,942 |
| Dana Rd | 246,972 | 7,210 | - | - | - | - | - | 254,181 |
| CC- Veterans Bridge | 2,675,698 | - | - | - | 2,990,406 | 530,797 | - | 6,196,901 |
| CC - Gateway Bridge | 2,750 | - | - | - | - | - | - | 2,750 |
| CC - Consulting Services PF | 88,000 | - | - | - | - | - | - | 88,000 |
| CC - Administration Building & Parking Lot | 16,288 | - | - | - | - | - | - | 16,288 |
| Total Interlocal Expenses | 4,130,200 | 1,645,717 | 14,500 | 36,990 | 3,009,629 | 530,797 | 3,433 | 9,371,267 |
| Total Changes in Net Position | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Unaudited Financial Statements Subject to Change

Balance Sheet

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 8/31/2024

| | Current Year |
|---|----------------|
| ASSETS | |
| Current Assets: | |
| Cash and cash equivalents | \$ 6,564,962 |
| Restricted cash - projects | 4,246,042 |
| Restricted cash accounts - debt service | 6,250,061 |
| Restricted cash - bond proceeds | 1,846,742 |
| Restricted cash - Transportation Reinvestment Zone (TRZ) | 16,659,319 |
| Accounts receivable, net | |
| Vehicle Registration Fees - Receivable | 599,465 |
| Other | 5,509,853 |
| Total Accounts receivable, net | 6,109,317 |
| Accounts receivable - other agencies | 3,168,764 |
| Prepaid expenses | 62,901 |
| Total Current Assets: | 44,908,108 |
| Non Current Assets: | |
| Long-term receivables | |
| TxDot - SH550 PTT | 1,694,190 |
| Total Long-term receivables | 1,694,190 |
| Capital assets, net | 93,832,079 |
| Capital projects in progress | 23,555,444 |
| Unamortized bond prepaid costs | 85,388 |
| Net pension asset | 164,797 |
| Total Non Current Assets: | 119,331,897 |
| Deferred Outflow of Resources | |
| Deferred outflow related to pension | 288,854 |
| Total ASSETS | 164,528,859 |
| LIABILITIES | |
| Current Liabilities | |
| Accounts payable | 440,083 |
| Unearned revenue | 4,335,379 |
| Total Current Liabilities | 4,775,462 |
| Non Current Liabilities | |
| Due to other agencies | 16,134,188 |
| Long term bond payable | 72,662,883 |
| Total Non Current Liabilities | 88,797,071 |
| Deferred Inflows of Resources | |
| Deferred inflows related to pension | 170,943 |
| Total LIABILITIES | 93,743,475 |
| NET POSITION | |
| Beginning net position | 55,690,575 |
| Total Beginning net position | 55,690,575 |
| Changes in net position | |
| Total Changes in net position | 15,094,809 |
| Total NET POSITION | 70,785,384 |
| TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION | \$ 164,528,859 |

Unaudited Financial Statements Subject to Change

Statement of Cash Flows

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 8/31/2024

| | Current Period | Current Year |
|--|----------------|---------------|
| Cash Flows from Operating Activities | | |
| Receipts from vehicle registration fees | \$ 641,300 | \$ 3,261,420 |
| Receipts from interop toll revenues | - | 1,590,518 |
| Receipts from TPS toll revenues | 43,374 | 3,964,674 |
| Receipts from other operating revenues | 25,072 | 7,964,094 |
| Payments to vendors | (308,307) | (2,590,285) |
| Payments to employees | (118,600) | (1,667,491) |
| Total Cash Flows from Operating Activities | 282,838 | 12,522,930 |
| Cash Flows from Capital and Related Financing Activities | | |
| Acquisitions of property and equipment | (37,500) | (947,661) |
| Acquisitions of construction in progress | 92,360 | (4,789,281) |
| Payments on principal and interest | (1,158,789) | (4,926,798) |
| Payment on interlocal project expenses | (467,697) | (10,506,690) |
| Advances and Interlocal project proceeds | 312,259 | 19,292,657 |
| Total Cash Flows from Capital and Related Financing Activities | (1,259,367) | (1,877,774) |
| Cash Flows from Investing Activities | | |
| Receipts from interest income | 107,688 | 987,310 |
| Total Cash Flows from Investing Activities | 107,688 | 987,310 |
| Beginning Cash & Cash Equivalents | 36,435,968 | 23,934,659 |
| Ending Cash & Cash Equivalents | \$ 35,567,126 | \$ 35,567,126 |

Unaudited Financial Statements Subject to Change

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

September 2024 Financial Report



PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR
VICTOR J. BARRON, CHIEF FINANCIAL OFFICER

Administrative Operations Revenues and Expenses

- ▶ Total operating revenues Current Year Actual increased 1.27% compared to Prior Year Current Year
- ▶ Operating expenses in line with budget
- ▶ Total operating income Current Year Actual increased 7.11% compared to Prior Year Current Year.
- ▶ Unaudited Change in Net Position Current Year Actual \$8.1M .

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Revenues and Expenses - Monthly R&E - Unposted Transactions Included
In Report From 9/1/2024 Through 9/30/2024

| | Current Period Actual | Current Year Actual | YTD Budget - Original | Annual Budget Variance - Original | Prior Year Actual | Current Year % Change |
|--------------------------------------|--------------------------|------------------------|--------------------------|---|----------------------|--------------------------|
| Operating Revenues | | | | | | |
| Vehicle registration fees | \$ 230,380 | \$ 3,494,940 | \$ 3,450,000 | \$ 44,940 | \$ 3,499,780 | (0.14) |
| Interlocal agreements | 13,000 | 236,843 | 425,700 | (188,857) | 178,998 | 32.32 |
| Other revenues | - | 4,188 | 10,080 | (5,892) | 10,272 | (59.22) |
| Total Operating Revenues | 243,380 | 3,735,971 | 3,885,780 | (149,809) | 3,689,050 | 1.27 |
| Operating Expenses | | | | | | |
| Personnel costs | 104,769 | 1,127,233 | 1,343,306 | 216,073 | 1,279,974 | (11.93) |
| Professional services | 18,779 | 242,880 | 288,000 | 45,120 | 270,331 | (10.15) |
| Advertising & marketing | 5,613 | 37,616 | 59,450 | 21,834 | 23,078 | 62.99 |
| Data processing | 1,147 | 31,141 | 31,600 | 459 | 21,605 | 44.14 |
| Dues & memberships | - | 25,000 | 25,500 | 500 | 19,850 | 25.94 |
| Education & training | - | 199 | 5,465 | 5,266 | 1,595 | (87.52) |
| Fiscal agent fees | - | 10,855 | 52,590 | 41,735 | 13,975 | (22.33) |
| Insurance | 2,647 | 7,128 | 9,200 | 2,072 | 7,624 | (6.50) |
| Maintenance & repairs | 1,030 | 16,686 | 65,000 | 48,314 | 16,256 | 2.64 |
| Office supplies | 4,652 | 30,778 | 38,250 | 7,472 | 26,647 | 15.50 |
| Leases | 577 | 28,446 | 33,120 | 4,674 | 3,735 | 661.66 |
| Travel | 1,425 | 28,130 | 28,500 | 370 | 30,805 | (8.68) |
| Utilities | 2,224 | 26,866 | 33,124 | 6,259 | 26,411 | 1.72 |
| Contingency | - | 37,980 | 127,250 | 89,270 | 487 | 7,706.78 |
| Total Operating Expenses | 142,863 | 1,650,938 | 2,140,355 | 489,417 | 1,742,373 | (5.25) |
| Total Operating Income (Loss) | 100,517 | 2,085,033 | 1,745,425 | 339,608 | 1,946,677 | 7.11 |
| Non Operating Revenues | | | | | | |
| Interest income | 119,769 | 1,107,080 | 250,000 | 857,080 | 554,056 | 99.81 |
| TRZ revenue | - | 7,624,815 | 4,000,000 | 3,624,815 | 3,462,631 | 120.20 |
| Insurance proceeds | - | 848,635 | - | 848,635 | - | 100.00 |
| Total Non Operating Revenues | 119,769 | 9,580,530 | 4,250,000 | 5,330,530 | 4,016,687 | 138.52 |
| Non Operating Expenses | | | | | | |
| Debt principal and interest | 106,691 | 1,964,950 | 1,970,425 | 5,475 | 809,294 | 142.80 |
| Debt interest-LOC | - | - | 25,000 | 25,000 | - | - |
| Project expenses | 367,587 | 1,584,480 | 4,000,000 | 2,415,520 | 557,055 | 184.44 |
| Total Non Operating Expenses | 474,277 | 3,549,430 | 5,995,425 | 2,445,995 | 1,366,349 | 159.77 |
| Total Changes in Net Position | \$ (253,991) | \$ 8,116,133 | \$ - | \$ 8,116,133 | \$ 4,597,015 | 76.55 |

Unaudited Financial Statements Subject to Change

Toll Operation Revenues and Expenses

- ▶ Total toll operating revenues Current Year Actual increased 2.46% compared to Prior Year Current Year
- ▶ Operating expenses in line with budget
- ▶ Total operating income Current Year Actual decreased (3.06)% compared to Prior Year Current Year
- ▶ Unaudited Change in Net Position Current Year Actual \$2.1M.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenses - Cash - Unposted Transactions Included In Report From 9/1/2024 Through 9/30/2024

| | Current Period Actual | Current Year Actual | YTD Budget - Original | Annual Budget Variance - Original | Prior Year Actual | Current Year % Change |
|-------------------------------|--------------------------|------------------------|--------------------------|---|----------------------|--------------------------|
| Toll Operating Revenues | | | | | | |
| TPS Revenues | \$ 105,452 | \$ 3,276,148 | \$ 2,865,000 | \$ 411,148 | \$ 3,495,570 | (6.28) |
| Fuego Revenues | 76,848 | 843,826 | 500,000 | 343,826 | 526,250 | 60.35 |
| Interop Revenues | | | | | | |
| Interop revenues | 104,589 | 1,396,373 | 995,000 | 401,373 | 1,024,829 | 36.25 |
| Bridge interoperability | - | 326,913 | 520,000 | (193,088) | 606,747 | (46.12) |
| Total Interop Revenues | 104,589 | 1,723,286 | 1,515,000 | 208,286 | 1,631,576 | 5.62 |
| Other Toll Revenues | | | | | | |
| Interlocal agreement revenues | 4,957 | 115,130 | 172,517 | (57,387) | 157,317 | (26.82) |
| Other | - | - | - | - | 4,810 | (100.00) |
| Total Other Toll Revenues | 4,957 | 115,130 | 172,517 | (57,387) | 162,127 | (28.99) |
| Total Toll Operating Revenues | 291,846 | 5,958,390 | 5,052,517 | 905,873 | 5,815,523 | 2.46 |
| Toll Operating Expenses | | | | | | |
| Personnel costs | 65,727 | 700,674 | 921,197 | 220,523 | 569,791 | 22.97 |
| Transaction processing costs | 7,628 | 704,159 | 981,650 | 277,491 | 838,137 | (15.99) |
| Toll system maintenance/IT | 30,000 | 312,173 | 312,200 | 27 | 275,330 | 13.38 |
| Roadside maintenance | 47,481 | 601,339 | 666,700 | 65,361 | 540,287 | 11.30 |
| CSC indirect/overhead costs | 95,017 | 351,386 | 576,571 | 225,185 | 199,675 | 75.98 |
| Total Toll Operating Expenses | 245,853 | 2,669,730 | 3,458,318 | 788,588 | 2,423,220 | 10.17 |
| Total Operating Income (Loss) | 45,993 | 3,288,660 | 1,594,199 | 1,694,461 | 3,392,304 | (3.06) |
| Non Operating Revenues | | | | | | |
| Other Financing Sources | | | | | | |
| Pass through grant revenues | - | 1,694,190 | 1,385,000 | 309,190 | 1,385,000 | 22.32 |
| Insurance Recovery | - | 147,774 | - | 147,774 | - | 100.00 |
| Total Other Financing Sources | - | 1,841,964 | 1,385,000 | 456,964 | 1,385,000 | 32.99 |
| Total Non Operating Revenues | - | 1,841,964 | 1,385,000 | 456,964 | 1,385,000 | 32.99 |
| Non Operating Expenses | | | | | | |
| Debt principal and interest | 190,897 | 2,954,934 | 2,979,199 | 24,265 | 1,540,061 | 91.87 |
| Total Non Operating Expenses | 190,897 | 2,954,934 | 2,979,199 | 24,265 | 1,540,061 | 91.87 |
| Changes in Net Position | \$ (144,904) | \$ 2,175,691 | \$ - | \$ 2,175,691 | \$ 3,237,243 | (32.79) |

Unaudited Financial Statements Subject to Change

Combined Revenues and Expenses

- ▶ Total operating revenues Current Year Actual increased 2.00% compared to Prior Year Current Year
- ▶ Operating expenses in line with budget
- ▶ Total net change from operations increased (.44)% compared to Prior Year Current Year
- ▶ Net Position Current Year Actual \$10,291,823.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report From 9/1/2024 Through 9/30/2024

| | Current Period Actual | Current Year Actual | YTD Budget - Original | Annual Budget Variance - Original | Prior Year Actual | Current Year % Change |
|----------------------------------|--------------------------|------------------------|--------------------------|--------------------------------------|----------------------|--------------------------|
| Operating Revenues | | | | | | |
| Vehicle registration fees | \$ 230,380 | \$ 3,494,940 | \$ 3,450,000 | \$ 44,940 | \$ 3,499,780 | (0.14) |
| Interlocal agreement | 17,957 | 356,161 | 608,297 | (252,136) | 346,587 | 2.76 |
| Toll revenues | 286,889 | 5,843,260 | 4,880,000 | 963,260 | 5,653,396 | 3.36 |
| Total Operating Revenues | 535,226 | 9,694,361 | 8,938,297 | 756,064 | 9,504,573 | 2.00 |
| Operating Expenses | | | | | | |
| Personnel costs | 170,496 | 1,827,907 | 2,264,503 | 436,596 | 1,791,232 | 2.05 |
| Accounting software and services | - | 2,980 | 3,000 | 20 | 2,785 | 7.00 |
| Professional services | 13,162 | 181,189 | 220,000 | 38,811 | 178,080 | 1.75 |
| Contractual services | 6,979 | 163,297 | 190,000 | 26,703 | 180,277 | (9.42) |
| Advertising & marketing | 8,388 | 121,364 | 159,450 | 38,086 | 93,836 | 29.34 |
| Data processing | 1,147 | 31,141 | 31,600 | 459 | 21,605 | 44.14 |
| Dues & memberships | - | 31,910 | 33,500 | 1,590 | 27,350 | 16.67 |
| Education & training | - | 599 | 15,465 | 14,866 | 1,794 | (66.61) |
| Fiscal agent fees | - | 10,855 | 57,790 | 46,935 | 13,975 | (22.33) |
| Insurance | 15,176 | 110,521 | 112,700 | 2,179 | 91,714 | 20.51 |
| Maintenance & repairs | 1,698 | 33,612 | 140,000 | 106,388 | 43,769 | (23.20) |
| Office supplies | 6,087 | 346,712 | 476,550 | 129,838 | 431,082 | (19.57) |
| Road maintenance | 62,069 | 922,903 | 989,100 | 66,197 | 911,174 | 1.29 |
| Leases | 898 | 58,631 | 78,082 | 19,451 | 20,970 | 179.60 |
| Toll services | 7,628 | 184,035 | 330,050 | 146,016 | 161,606 | 13.88 |
| Travel | 5,960 | 62,135 | 68,500 | 6,365 | 57,759 | 7.58 |
| Utilities | 6,670 | 72,567 | 87,524 | 14,957 | 67,974 | 6.76 |
| Contingency | 82,358 | 158,311 | 340,859 | 182,548 | 10,078 | 1,470.86 |
| Total Operating Expenses | 388,716 | 4,320,668 | 5,598,673 | 1,278,005 | 4,107,059 | 5.20 |
| Net Change from Operations | 146,510 | 5,373,693 | 3,339,624 | 2,034,069 | 5,397,514 | (0.44) |
| Non Operating Revenue | | | | | | |
| Pass through grant revenues | - | 1,694,190 | 1,385,000 | 309,190 | 1,385,000 | 22.32 |
| Interest income | 119,769 | 1,107,080 | 250,000 | 857,080 | 554,056 | 99.81 |
| TRZ Revenue | - | 7,624,815 | 4,000,000 | 3,624,815 | 3,462,631 | 120.20 |
| Other financing sources | - | 996,409 | - | 996,409 | (58,533) | (1,802.30) |
| Total Non Operating Revenue | 119,769 | 11,422,494 | 5,635,000 | 5,787,494 | 5,343,154 | 113.78 |
| Non Operating Expenses | | | | | | |
| Bond Debt Expense | 297,588 | 4,919,884 | 4,949,624 | 29,740 | 2,349,355 | 109.41 |
| Debt Interest - LOC | - | - | 25,000 | 25,000 | - | - |
| Project expenses | 367,587 | 1,584,480 | 4,000,000 | 2,415,520 | 557,055 | 184.44 |
| Total Non Operating Expenses | 665,175 | 6,504,364 | 8,974,624 | 2,470,260 | 2,906,409 | 123.79 |
| Changes in Net Position | \$ (398,895) | \$ 10,291,823 | \$ - | \$ 10,291,823 | \$ 7,834,258 | 31.37 |

Unaudited Financial Statements Subject to Change

Interlocal Revenues and Expenses – Monthly

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenses

From 9/1/2024 Through 9/30/2024

| | Cameron County | City of Brownsville | City of San Benito | City of Los Fresnos | Federal Funds | State Funds | Total |
|--|-------------------|------------------------|-----------------------|------------------------|---------------|-------------|-------------|
| Interlocal Revenues | | | | | | | |
| SH550 GAP II | \$ - | \$ - | \$ - | \$ - | \$ 8,227.00 | \$ - | \$ 8,227.00 |
| SH 32 (East Loop) | 26,044 | 22,970 | - | - | - | - | 49,014 |
| South Parallel Corridor | 111,527 | - | - | - | - | - | 111,527 |
| COLF Hike & Bike Trail Project | - | - | - | 12,247 | - | - | 12,247 |
| Stenger Rd TASA | - | - | 6,817 | - | - | - | 6,817 |
| FM 509 | 6,606 | - | - | - | - | - | 6,606 |
| North Rail Relocation | - | - | - | - | 30,359 | - | 30,359 |
| Flor De Mayo Bridge | 30,550 | - | - | - | - | - | 30,550 |
| Dana Rd | 15,129 | - | - | - | - | - | 15,129 |
| CC- Veterans Bridge | 130,146 | - | - | - | 308,967 | 54,842 | 493,954 |
| CC - Los Indios LPOE Bldg & Lot Modification | 8,497 | - | - | - | - | - | 8,497 |
| CC - Consulting Services PF | 8,000 | - | - | - | - | - | 8,000 |
| Total Interlocal Revenues | 336,498 | 22,970 | 6,817 | 12,247 | 347,552 | 54,842 | 780,925 |
| Interlocal Expenses | | | | | | | |
| SH550 GAP II | - | - | - | - | 8,227 | - | 8,227 |
| SH 32 (East Loop) | 26,044 | 22,970 | - | - | - | - | 49,014 |
| South Parallel Corridor | 111,527 | - | - | - | - | - | 111,527 |
| COLF Hike & Bike Trail Project | - | - | - | 12,247 | - | - | 12,247 |
| Stenger Rd TASA | - | - | 6,817 | - | - | - | 6,817 |
| FM 509 | 6,606 | - | - | - | - | - | 6,606 |
| North Rail Relocation | - | - | - | - | 30,359 | - | 30,359 |
| Flor De Mayo Bridge | 30,550 | - | - | - | - | - | 30,550 |
| Dana Rd | 15,129 | - | - | - | - | - | 15,129 |
| CC- Veterans Bridge | 130,146 | - | - | - | 308,967 | 54,842 | 493,954 |
| CC - Los Indios LPOE Bldg & Lot Modification | 8,497 | - | - | - | - | - | 8,497 |
| CC - Consulting Services PF | 8,000 | - | - | - | - | - | 8,000 |
| Total Interlocal Expenses | 336,498 | 22,970 | 6,817 | 12,247 | 347,552 | 54,842 | 780,925 |
| Total Changes in Net Position | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Unaudited Financial Statements Subject to Change

Interlocal Revenues and Expenses – Year to Date

| CAMERON COUNTY REGIONAL MOBILITY AUTHORITY | | | | | | | | |
|--|-------------------|------------------------|-----------------------|------------------------|---------------|-------------|--------------------|------------|
| Statement of Revenues and Expenses | | | | | | | | |
| From 10/1/2023 Through 9/30/2024 | | | | | | | | |
| | Cameron County | City of Brownsville | City of San Benito | City of Los Fresnos | Federal Funds | State Funds | City of Primera | Total |
| Interlocal Revenues | | | | | | | | |
| South Padre Island 2nd Access | \$ 174,584 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 174,584 |
| West Rail Corridor | 64,701 | - | - | - | - | - | - | 64,701 |
| SH550 GAP II | - | - | - | - | 16,979 | - | - | 16,979 |
| SH 32 (East Loop) | 222,897 | 1,661,478 | - | - | - | - | - | 1,884,375 |
| South Parallel Corridor | 228,517 | - | - | - | - | - | - | 228,517 |
| COLF Side Walk | - | - | - | 28,823 | - | - | - | 28,823 |
| COLF Hike & Bike Trail Project | - | - | - | 20,414 | - | - | - | 20,414 |
| Stenger Rd TASA | - | - | 21,317 | - | - | - | - | 21,317 |
| Primera Rd Sidewalk Improvements Project | - | - | - | - | - | - | 3,433 | 3,433 |
| FM 509 | 105,812 | - | - | - | - | - | - | 105,812 |
| North Rail Relocation | - | - | - | - | 30,359 | - | - | 30,359 |
| 281 Connector | 23,216 | - | - | - | - | - | - | 23,216 |
| Flor De Mayo Bridge | 455,492 | - | - | - | - | - | - | 455,492 |
| Dana Rd | 262,100 | 7,210 | - | - | - | - | - | 269,310 |
| CC- Veterans Bridge | 2,805,843 | - | - | - | 3,299,373 | 585,639 | - | 6,690,854 |
| CC - Gateway Bridge | 2,750 | - | - | - | - | - | - | 2,750 |
| CC - Los Indios LPOE Bldg & Lot Modification | 8,497 | - | - | - | - | - | - | 8,497 |
| CC - Consulting Services PF | 96,000 | - | - | - | - | - | - | 96,000 |
| CC - Administration Building & Parking Lot | 16,288 | - | - | - | - | - | - | 16,288 |
| Total Interlocal Revenues | 4,466,698 | 1,668,687 | 21,317 | 49,237 | 3,346,710 | 585,639 | 3,433 | 10,141,722 |
| Interlocal Expenses | | | | | | | | |
| South Padre Island 2nd Access | 174,584 | - | - | - | - | - | - | 174,584 |
| West Rail Corridor | 64,701 | - | - | - | - | - | - | 64,701 |
| SH550 GAP II | - | - | - | - | 16,979 | - | - | 16,979 |
| SH 32 (East Loop) | 222,897 | 1,661,478 | - | - | - | - | - | 1,884,375 |
| South Parallel Corridor | 228,517 | - | - | - | - | - | - | 228,517 |
| COLF Side Walk | - | - | - | 28,823 | - | - | - | 28,823 |
| COLF Hike & Bike Trail Project | - | - | - | 20,414 | - | - | - | 20,414 |
| Stenger Rd TASA | - | - | 21,317 | - | - | - | - | 21,317 |
| Primera Rd Sidewalk Improvements Project | - | - | - | - | - | - | 3,433 | 3,433 |
| FM 509 | 105,812 | - | - | - | - | - | - | 105,812 |
| North Rail Relocation | - | - | - | - | 30,359 | - | - | 30,359 |
| 281 Connector | 23,216 | - | - | - | - | - | - | 23,216 |
| Flor De Mayo Bridge | 455,492 | - | - | - | - | - | - | 455,492 |
| Dana Rd | 262,100 | 7,210 | - | - | - | - | - | 269,310 |
| CC- Veterans Bridge | 2,805,843 | - | - | - | 3,299,373 | 585,639 | - | 6,690,854 |
| CC - Gateway Bridge | 2,750 | - | - | - | - | - | - | 2,750 |
| CC - Los Indios LPOE Bldg & Lot Modification | 8,497 | - | - | - | - | - | - | 8,497 |
| CC - Consulting Services PF | 96,000 | - | - | - | - | - | - | 96,000 |
| CC - Administration Building & Parking Lot | 16,288 | - | - | - | - | - | - | 16,288 |
| Total Interlocal Expenses | 4,466,698 | 1,668,687 | 21,317 | 49,237 | 3,346,710 | 585,639 | 3,433 | 10,141,722 |
| Total Changes in Net Position | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Unaudited Financial Statements Subject to Change

Balance Sheet

| CAMERON COUNTY REGIONAL MOBILITY AUTHORITY | |
|--|----------------|
| Balance Sheet | |
| As of 9/30/2024 | |
| | Current Year |
| ASSETS | |
| Current Assets: | |
| Cash and cash equivalents | \$ 7,064,971 |
| Restricted cash - projects | 4,155,680 |
| Restricted cash accounts - debt service | 8,364,567 |
| Restricted cash - bond proceeds | 1,837,060 |
| Restricted cash - Transportation Reinvestment Zone (TRZ) | 16,620,134 |
| Accounts receivable, net | |
| Vehicle Registration Fees - Receivable | 829,845 |
| Other | 5,297,547 |
| Total Accounts receivable, net | 6,127,392 |
| Accounts receivable - other agencies | 2,840,320 |
| Prepaid expenses | 49,555 |
| Total Current Assets: | 47,059,680 |
| Non Current Assets: | |
| Capital assets, net | 93,848,299 |
| Capital projects in progress | 23,555,444 |
| Unamortized bond prepaid costs | 85,388 |
| Net pension asset | 164,797 |
| Total Non Current Assets: | 117,653,928 |
| Deferred Outflow of Resources | |
| Deferred outflow related to pension | 288,854 |
| Total ASSETS | 165,002,461 |
| LIABILITIES | |
| Current Liabilities | |
| Accounts payable | 779,622 |
| Accrued expenses | 297,588 |
| Unearned revenue | 4,464,996 |
| Total Current Liabilities | 5,542,205 |
| Non Current Liabilities | |
| Due to other agencies | 16,134,188 |
| Long term bond payable | 72,662,883 |
| Total Non Current Liabilities | 88,797,071 |
| Deferred Inflows of Resources | |
| Deferred inflows related to pension | 170,943 |
| Total LIABILITIES | 94,510,218 |
| NET POSITION | |
| Beginning net position | 55,690,575 |
| Total Beginning net position | 55,690,575 |
| Changes in net position | 14,801,668 |
| Total Changes in net position | 14,801,668 |
| Total NET POSITION | 70,492,243 |
| TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION | \$ 165,002,461 |

Unaudited Financial Statements Subject to Change

Statement of Cash Flows

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 9/30/2024

| | Current Period | Current Year |
|--|----------------|---------------|
| Cash Flows from Operating Activities | | |
| Receipts from vehicle registration fees | \$ - | \$ 3,261,420 |
| Receipts from interop toll revenues | 104,589 | 1,823,123 |
| Receipts from TPS toll revenues | 182,300 | 4,327,021 |
| Receipts from other operating revenues | 17,957 | 7,980,176 |
| Payments to vendors | (170,106) | (2,798,312) |
| Payments to employees | (154,318) | (1,821,809) |
| Total Cash Flows from Operating Activities | (19,578) | 12,771,619 |
| Cash Flows from Capital and Related Financing Activities | | |
| Acquisitions of property and equipment | (16,221) | (963,881) |
| Acquisitions of construction in progress | 340,857 | (4,448,424) |
| Payments on principal and interest | - | (4,926,798) |
| Payment on interlocal project expenses | (1,140,512) | (11,647,202) |
| Advances and Interlocal project proceeds | 3,190,971 | 22,215,361 |
| Total Cash Flows from Capital and Related Financing Activities | 2,375,096 | 229,056 |
| Cash Flows from Investing Activities | | |
| Receipts from interest income | 119,769 | 1,107,080 |
| Total Cash Flows from Investing Activities | 119,769 | 1,107,080 |
| Beginning Cash & Cash Equivalents | 35,567,126 | 23,934,659 |
| Ending Cash & Cash Equivalents | \$ 38,042,413 | \$ 38,042,413 |

Unaudited Financial Statements Subject to Change

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

September 2024 Toll Operations Report



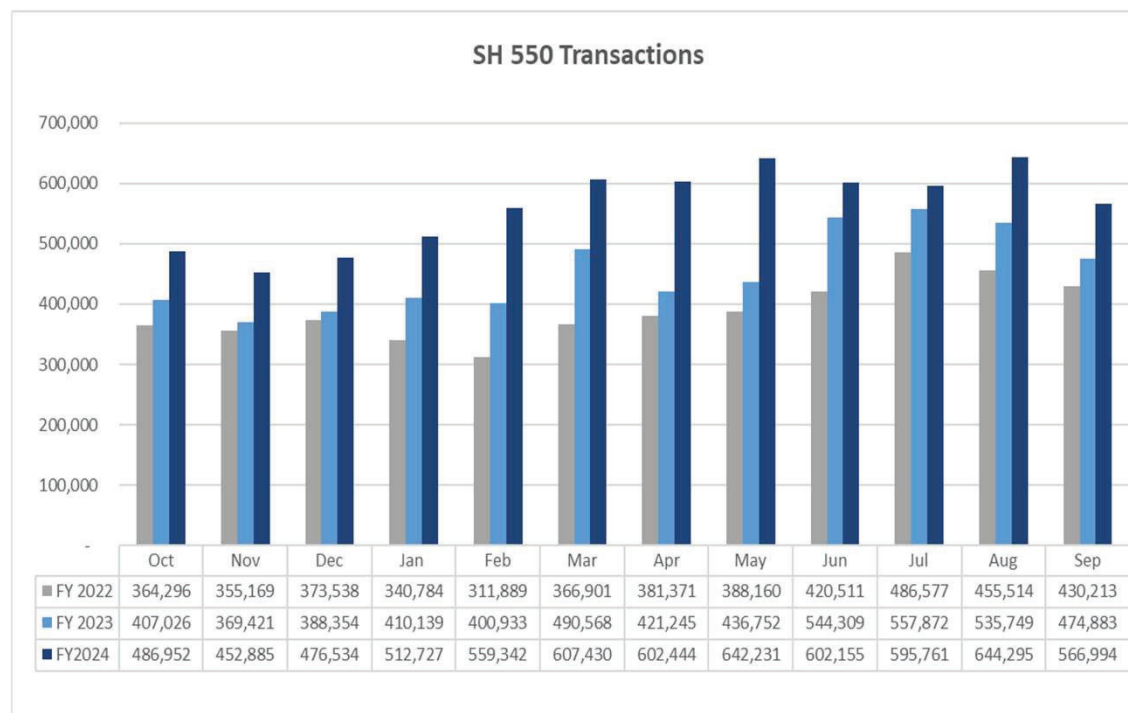
JANETT HUERTA
TOLL OPERATIONS ADMINISTRATOR



Year to Year Traffic Comparison

19% Increase from September 2023

24% Increase from previous year

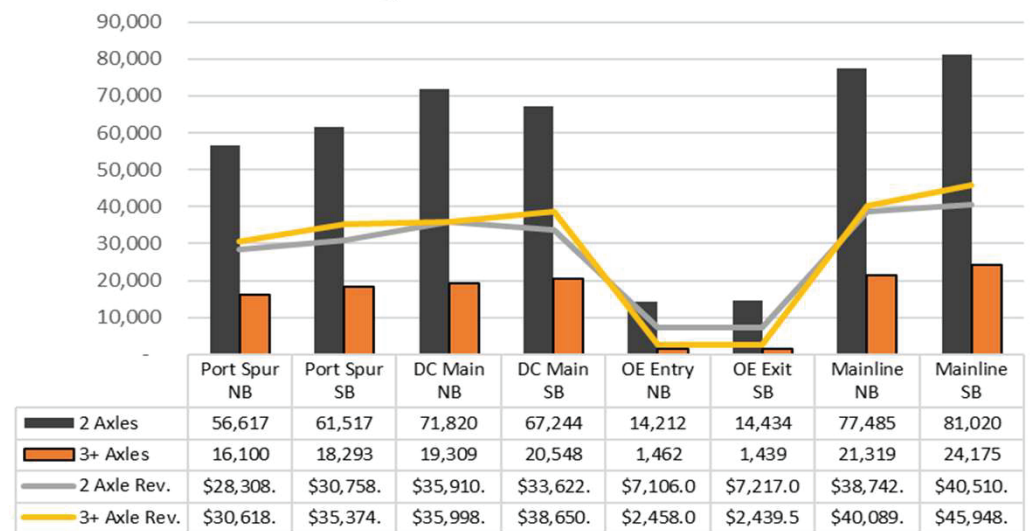


| FY Year Total | |
|---------------|-----------|
| FY 2022 | 4,674,923 |
| FY 2023 | 5,437,251 |
| FY 2024 | 6,749,750 |

Transactions & Revenue by Axle September 2024



Monthly Transactions and Projected Revenue Data by Plaza
2 axle Passenger vs. 3+ axles Commercial Vehicles



Tag Penetration September 2024



| Agency | Transaction Count | Projected Revenue |
|--------------|-------------------|----------------------|
| FUEGO | 92,610 | \$ 76,848.20 |
| HCTRA | 46,657 | \$ 39,608.75 |
| TXTAG | 81,159 | \$ 53,561.00 |
| NTTA | 11,644 | \$ 8,453.00 |
| KTA | 427 | \$ 402.50 |
| PIKEPASS | 1,657 | \$ 1,661.50 |
| BANKPASS | 91 | \$ 51.50 |
| Total | 234,245 | \$ 180,586.45 |

**Valid Tag Penetration
41%**



Image Review Overview

| FY 2024 | |
|------------------------|-----------|
| Month | Total |
| October | 332,339 |
| November | 359,962 |
| December | 392,645 |
| January | 462,018 |
| February | 468,239 |
| March | 477,236 |
| April | 497,994 |
| May | 442,918 |
| June | 345,825 |
| July | 397,533 |
| August | 433,274 |
| September | 421,049 |
| Total p/Review | |
| Total Images Processed | 5,031,032 |

| Breakdown - Reason Codes | Gantries | | | | |
|--------------------------|------------------|--------|-----------|-----------|--------|
| | Direct Connector | FM1847 | Old Alice | Port Spur | Total |
| Blurred Plate | 640 | 1006 | 101 | 1158 | 2,905 |
| DMV Mismatch | 56 | 69 | 15 | 40 | 180 |
| No Image | 3 | 2 | | | 5 |
| No Plate | 2372 | 2657 | 177 | 1549 | 6,755 |
| No Vehicle | 45 | 27 | 7 | 6 | 85 |
| Partial Plate | 644 | 539 | 167 | 551 | 1,901 |
| Plate Obstruction | 1528 | 1727 | 178 | 1121 | 4,554 |
| Too Bright | 66 | 62 | 60 | 31 | 219 |
| Too Dark | | 5 | | | 5 |
| Unknown State | 360 | 445 | 31 | 307 | 1,143 |
| Total per Plaza | 5,714 | 6,539 | 736 | 4,763 | 17,752 |

4% Code Off Rate

| Source | Payment Mode | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP |
|--------------|-----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| CSC Payments | Bank | | | | | | | | | | | \$15.00 | \$100.62 |
| | Cashier Check | | | | | \$2.34 | \$72.35 | \$66.17 | | | \$4.68 | | |
| | Cash | \$2,665.61 | \$1,742.68 | \$2,425.12 | \$2,106.53 | \$2,485.62 | \$3,435.97 | \$2,633.34 | \$1,912.23 | \$1,996.75 | \$2,908.52 | \$1,300.60 | \$1,701.60 |
| | Check/Money Order | \$15,621.92 | \$14,373.56 | \$10,673.12 | \$15,960.69 | \$13,380.71 | \$15,194.61 | \$17,169.92 | \$20,807.18 | \$19,374.68 | \$14,822.83 | \$10,780.31 | \$8,467.82 |
| | CreditCard/DebitCard | \$91,027.94 | \$87,408.24 | \$82,714.04 | \$90,185.93 | \$113,393.60 | \$114,222.15 | \$124,115.18 | \$120,564.74 | \$104,735.59 | \$118,232.80 | \$82,977.28 | \$60,984.25 |
| | Total Amount | \$109,315.47 | \$ 103,524.48 | \$ 95,812.28 | \$ 108,253.15 | \$ 129,262.27 | \$ 132,925.08 | \$ 143,984.61 | \$ 143,284.15 | \$ 126,107.02 | \$ 135,968.83 | \$ 95,073.19 | \$ 71,254.29 |
| WEB Payments | | | | | | | | | | | | | |
| | Bank | \$7,842.95 | \$5,561.19 | \$5,912.36 | \$5,496.99 | \$8,227.22 | \$6,561.67 | \$9,532.16 | \$2,253.74 | | \$4,945.66 | \$3,304.86 | \$6,708.96 |
| | CreditCard/Debit Card | \$212,372.84 | \$192,639.71 | \$175,151.18 | \$184,842.62 | \$178,294.29 | \$211,255.47 | \$195,186.88 | \$209,405.08 | \$213,490.44 | \$76,174.34 | \$74,475.31 | \$70,191.89 |
| | Total Amount | \$220,215.79 | \$198,200.90 | \$ 181,063.54 | \$ 190,339.61 | \$ 186,521.51 | \$ 217,817.14 | \$ 204,719.04 | \$ 211,658.82 | \$213,490.44 | \$81,120.00 | \$ 77,780.17 | \$ 76,900.85 |
| | | | | | | | | | | | | | |
| | Combined Total | \$ 329,531.26 | \$ 301,725.38 | \$ 276,875.82 | \$ 298,592.76 | \$ 315,783.78 | \$ 350,742.22 | \$ 348,703.65 | \$ 354,942.97 | \$ 339,597.46 | \$217,088.83 | \$ 172,853.36 | \$ 148,155.14 |

YTD \$ 3,454,592.63

FY 2024 Payment Processing



FY 2024 CSR Monthly Call Report

| CSR Name | October | November | December | January | February | March | April | May | June | July | August | September | Total |
|------------------------------|---------|----------|----------|---------|----------|-------|-------|-------|-------|-------|--------|-----------|--------|
| Barbara | 646 | 506 | 411 | 447 | 454 | 471 | 556 | 241 | 304 | 538 | 265 | 403 | 5,242 |
| Itzel | | | | | | 96 | 568 | 559 | 513 | 103 | 153 | 245 | 2,237 |
| Juan | 560 | 487 | 386 | 465 | 345 | 332 | 304 | 278 | 390 | 424 | 258 | 249 | 4,478 |
| Jose Luis | 542 | 353 | 344 | 360 | 257 | 305 | 295 | 280 | 303 | 410 | 307 | 108 | 3,864 |
| Keyla | 691 | 334 | 221 | 226 | 250 | 348 | 399 | 228 | 403 | 608 | 224 | 0 | 3,932 |
| Robert | 372 | 261 | 226 | 180 | 262 | 232 | 103 | 232 | 197 | 140 | 575 | 160 | 2,940 |
| Shelby | | 230 | 271 | 323 | 416 | 508 | 175 | 465 | 437 | 500 | 270 | 248 | 3,843 |
| Mary | 111 | 53 | 39 | 64 | 92 | 19 | 45 | 51 | 58 | 8 | | | 540 |
| Lily | 70 | 73 | 56 | 85 | 109 | 41 | 30 | 18 | 2 | 0 | | | 484 |
| Janett | 20 | 12 | 15 | 4 | 11 | 4 | 3 | 4 | 13 | 0 | | | 86 |
| | | | | | | | | | | | | | |
| Melissa | 123 | 447 | 511 | 609 | 492 | 465 | 842 | 756 | 354 | 723 | 48 | | 5,370 |
| Cameron | 225 | | | | | | | | | | | | 225 |
| Eduardo | 15 | | | | | | | | | | | | 15 |
| Jose Lopez | 304 | 229 | 178 | 62 | | | | | | | | | |
| | | | | | | | | | | | | | |
| Total Answered Calls | 3679 | 2,985 | 2,658 | 2,825 | 2,688 | 2,821 | 3,320 | 3,112 | 2,974 | 3,454 | 2,100 | 1,413 | 34,029 |
| Missed Calls | 192 | 144 | 85 | 97 | 116 | 61 | 88 | 96 | 77 | 703 | 226 | 142 | 2027 |
| Totals Calls Received | 3871 | 3,129 | 2,743 | 2,922 | 2,804 | 2,882 | 3,408 | 3,208 | 3,051 | 4,157 | 2,326 | 1,555 | 36,056 |
| % Missed | 5% | 5% | 3% | 3% | 4% | 2% | 3% | 3% | 3% | 20% | 11% | 10% | 6% |

**Total Calls
Answered for
FY2024 34,029**

FY 2024 Fuego Accounts Registered



| CSR | October | November | December | January | February | March | April | May | June | July | August | September | Total/per person |
|------------------------------------|---------|----------|----------|---------|----------|-------|-------|-----|------|------|--------|-----------|------------------|
| Barbara | 28 | 28 | 11 | 12 | 26 | 16 | 19 | 4 | 20 | 15 | 5 | 8 | 192 |
| Juan | 28 | 22 | 14 | 19 | 22 | 16 | 11 | 18 | 21 | 14 | 8 | 16 | 209 |
| Jose Luis | 5 | 5 | 12 | 7 | 7 | 15 | 11 | 4 | 7 | 3 | 2 | 4 | 82 |
| Keyla | 11 | 16 | 9 | 19 | 19 | 9 | 11 | 13 | 3 | 12 | 2 | 0 | 124 |
| Robert | 19 | 20 | 9 | 16 | 13 | 21 | 6 | 18 | 19 | 13 | 12 | 12 | 178 |
| Shelby | | 4 | 13 | 11 | 9 | 8 | 13 | 26 | 20 | 12 | 5 | 5 | 126 |
| Itzel | | | | | | | 4 | 10 | 7 | 20 | 13 | 4 | 58 |
| Lily | 2 | 5 | | 1 | 6 | | | 1 | 0 | | | | 15 |
| Mary | 1 | | | 2 | 3 | | 4 | 1 | 2 | | | | 13 |
| Janett | 2 | | 1 | | | 1 | | 1 | 0 | | 2 | | 7 |
| | | | | | | | | | | | | | 0 |
| Eduardo | 2 | | | | | | | | | | | | 2 |
| Cameron | 3 | | | | | | | | | | | | 3 |
| Jose Lopez | 2 | 5 | 3 | 3 | | | | | | | | | 13 |
| Melissa | | 31 | 25 | 17 | 24 | 29 | 36 | 30 | 9 | 41 | 7 | | 249 |
| | | | | | | | | | | | | | |
| Total FUEGO Accts Opened by CSR | 103 | 105 | 72 | 90 | 105 | 86 | 115 | 126 | 108 | 130 | 56 | 49 | 1271 |
| Total FUEGO Accts Opened | 172 | 209 | 163 | 175 | 211 | 218 | 222 | 195 | 190 | 225 | 135 | 123 | 2238 |
| Enrollment % in Office | 60% | 50% | 44% | 51% | 50% | 39% | 52% | 65% | 57% | 58% | 41% | | 57% |

**Total Accounts for FY2024
2,238**


**2-E CONSIDERATION AND APPROVAL OF FINAL PAYMENT
TO SPAWGLASS FOR THE CAMERON COUNTY VERTANS
BRIDGE DAP PROJECT AND APPROVAL OF RELEASE OF
CHECK.**

Pay App #26: \$174,054.88

Pay App #27: \$ 97,702.34

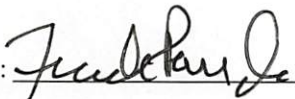
Closeout/Retainage: \$877,034.65

**2-F CONSIDERATION AND APPROVAL OF CHANGE ORDER
NUMBER 15 WITH VIA PLUS FOR CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY TO CONTINUE WITH
ACCESS OF THE BACK OFFICE SYSTEM.**

| | | | |
|---|--|---|---------------|
| Request No: CCRMA-CO-14-OCT152024 | | Project/System: CCRMA Back-Office System | |
| Name of the Client: Cameron County Regional Mobility Authority ("CCRMA") | | | |
| Originator: CCRMA | | Affected Area: CCRMA BOS | |
| Date Raised: OCT-01-2024 | | Priority: | Normal |
| Type: Change Order | | Phase/Milestone: See below | |
| CO Authority: <p>This Change Order (CO) is issued pursuant to Article 4 of the Agreement for Back-Office System Implementation and Management ("BOS Agreement") dated May 2, 2016, between TollPlus, LLC, and CCRMA. CCRMA has requested a CO providing an estimate to extend access to the CCRMA BOS and Reporting systems. Any terms not defined in this CO will have the meanings defined in the BOS Agreement. This CO is subject to the terms of the BOS Agreement, including without limitation its provisions regarding obligations, variations, coordination, delay and force majeure.</p> <p>Background:</p> <p>CCRMA notified TollPlus via a letter dated May 31, 2024 that it wished to terminate the BOS agreement. TollPlus assisted CCRMA with its transition to a new BOS provider on July 15th, 2024. Pursuant to the BOS agreement, TollPlus has maintained the CCRMA BOS systems available for research and reporting for 90 days following the transition, which period ends on October 11th, 2024. This CO is issued in response to a request by CCRMA to extend access to the CCRMA BOS and Reporting systems until January 31st, 2025.</p> <p>Proposed Change Description:</p> <p>TollPlus will maintain the CCRMA BOS in its current state only. This means that BOS activity that occurred prior to the CCRMA BOS transition on July 15th, 2024 will be preserved. No activity subsequent to that date is valid for reporting use. TollPlus will ensure that the current-state CCRMA BOS will be accessible to the CCRMA team for agent research and reporting until January 31st, 2025.</p> <p>Assumptions:</p> <ol style="list-style-type: none"> 1. Decommissioning planning will continue in January 2025. 2. Decommissioning activities will be scheduled to occur in February 2025. 3. The BOS systems and reporting will no longer be accessible after January 31st, 2025. 4. No other activities or contractual obligations from the BOS Agreement will apply during this period including, but without limitation, any account management, file, transaction, payment processing or billing with the CCRMA BOS, or any indemnification, insurance, KPIs or SLAs. 5. CCRMA shall provide a written notification to TollPlus by December 31st, 2024 if CCRMA requires additional access after January 31st, 2025. <p>Actions proposed to be taken and impacted areas:</p> <ul style="list-style-type: none"> • Maintain the CCRMA BOS in the current state. • Provide access to the CCRMA team. <p>Total CO Cost: \$22,430.15</p> <p>Due to the way the systems hosting is purchased, this CO must be paid in full by November 30th, 2024 otherwise access will be rescinded and the systems Decommissioning will resume.</p> <p>Duration: 4 months</p> <p>Sincerely, Signed by:  7DE2257F8A3542A... Crystal Hannemann, Chief Operating Officer TollPlus, LLC</p> | | | |

Accepted by:

Cameron County Regional Mobility Authority

Signature: 

Name: Frank Parker, Jr.

Title: Chairman

Date: October 31, 2024

**2-G CONSIDERATION AND APPROVAL OF AN INTERLOCAL
AGREEMENT BETWEEN THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY AND CAMERON
COUNTY FOR THE WEST BOULEVARD PROJECT.**

STATE OF TEXAS)
)
CAMERON COUNTY)

AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT

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

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

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

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

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

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

WHEREAS, on December 10, 2019, the CCRMA and COUNTY entered into an Interlocal Agreement regarding the West Blvd. Project; and

WHEREAS, on July 23, 2024, the CCRMA and COUNTY amended the Interlocal Agreement to include the additional funding required by TxDOT's Advanced Funding Agreement (AFA) for design, construction engineering and construction and there is now a need for a second amendment to the Interlocal Agreement to include additional funding to finalize the Environmental Document, schematic and preliminary drainage study; and

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

NOW, THEREFORE, the COUNTY and the CCRMA agree to the following terms:

1. **PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT:** To authorize the CCRMA to develop Preliminary Engineering and Environmental documents as well as Plans, Specifications and Estimates, and complete any project development activities to develop the Project do a Ready-to-Let Status for construction.

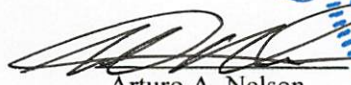
2. **PROJECT TO BE COMPLETED:** To advance the West Blvd. Project to a Ready-to-Let Status with TxDOT. Project limits are from FM 802/Ruben M. Torres Sr. Blvd north to FM 3248 Alton Gloor.
3. **CCRMA HEREBY AGREES TO:**
 - a. To utilize one of the CCRMA's consultants to develop engineering/design plans, coordinate any ROW acquisition or utility adjustments, and conduct environmental studies, public involvement, and traffic studies.
 - b. To coordinate with the Texas Department of Transportation (TxDOT) the necessary environmental document as well as design and engineering and coordination with any state and federal agencies on any issues arising during the environmental phase and design and engineering.
 - c. To conduct any public meetings or hearings required by TxDOT as part of the environmental process.
 - d. To provide monthly progress reports of activities to the COUNTY.
 - e. To provide for consultations with the environmental agencies.
 - f. To Coordinate with TxDOT and the Regional MPO for any additional funding needed for future Engineering and Construction phases.
 - g. To locally let the project through the CCRMA utilizing CCRMA staff and consultants.
 - h. In addition to serving as Project Manager, the CCRMA will be responsible for the preparation of the Environmental document, Traffic studies and Cultural Resource studies.
4. **COUNTY HEREBY AGREES TO:**
 - a. To provide funding in the amount of \$150,000 for preliminary engineering activities.
 - b. To provide additional funding in the amount of \$64,701 for the initial payment required as per TxDOT's AFA.
 - c. To provide additional funding in the amount of \$209,130 prior to construction as per TxDOT's AFA.
 - d. To provide additional funding in the amount of \$252,962.13 to finalize the Environmental Document, schematic and preliminary drainage study.
5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the Party.
6. Any payment made by either party will be made from bond proceeds or current revenues as determined by the paying party. The funds for the above-mentioned work will be provided by the COUNTY. The CCRMA and COUNTY hereby find that the foregoing goods and services are reasonably required for the West Blvd. Project.
7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the COUNTY and, CCRMA. This Interlocal Cooperation Agreement expires upon the first to occur of when the Projects are completed, or a 30-day termination notice is given by either COUNTY or CCRMA.
8. The Rules, Regulations and Orders of the CCRMA shall govern this Interlocal Cooperation Agreement and the Parties agree that the CCRMA shall supervise the performance of this Interlocal Cooperation Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.

9. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY COMMISSIONERS COURT and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS.

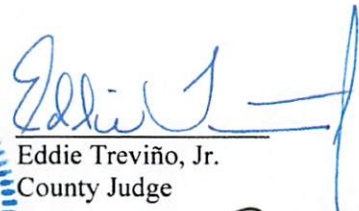
Executed on this 22nd day of October, 2024.

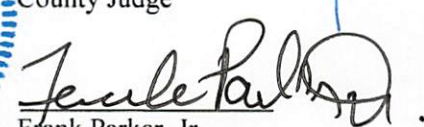
Attested by:


Sylvia Garza Perez
County Clerk


Arturo A. Nelson
Secretary




Eddie Treviño, Jr.
County Judge


Frank Parker, Jr.
CCRMA Chairman

**2-H CONSIDERATION AND APPROVAL OF AN INTERLOCAL
AGREEMENT BETWEEN THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY AND CAMERON
COUNTY REGARDING THE CUSTOMS AND BORDER
PROTECTION DONATION ACCEPTANCE PROGRAM
PROJECT AT LOS INDIOS FREE TRADE BRIDGE.**

STATE OF TEXAS)
)
CAMERON COUNTY)


INTERLOCAL COOPERATION AGREEMENT

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

1. **PURPOSE OF INTERLOCAL COOPERATION AGREEMENT:** To agree with the CCRMA that the CCRMA perform construction phase services and construction management services for the Free Trade Bridge CBP DAP Project (Remodeling of the CBP Export Dock). Currently, the Project is being developed as a DAP Project with CBP.
2. **PROJECT TO BE COMPLETED:** CCRMA to perform construction phase services and construction management services for the Free Trade Bridge CBP DAP Project.
3. **CCRMA HEREBY AGREES TO:**
 - a. Utilize one of the CCRMA's consultants to perform construction phase services and construction management services for the Free Trade Bridge CBP DAP Project.
 - b. Provide monthly progress reports of activities to the COUNTY.
 - c. Manage the project utilizing CCRMA staff and consultants.
4. **COUNTY HEREBY AGREES TO:**
 - a. To provide funding in the amount of \$1,280,156.51 for construction phase services and construction management services as outlined in Exhibit A.
5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Party.
6. Any payment made by the COUNTY will be made from current revenues of the COUNTY.
7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CCRMA and COUNTY. The Interlocal Cooperation Agreement expires when the Projects are completed or a 30-day termination notice is given by either CCRMA or COUNTY.
8. The Rules, Regulations and Orders of the CCRMA shall govern this Interlocal Cooperation Agreement and the Parties agree that the CCRMA shall supervise the performance of this Interlocal Cooperation Agreement. It is also agreed that the CCRMA has the authority to employee personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.


9. The CCRMA and COUNTY hereby find that the foregoing goods and governmental functions and services are reasonably required for the Project and this Interlocal Agreement includes an agreement between the CCRMA and COUNTY pursuant to Tex. Gov't Code Section 791.025 to the extent applicable.
10. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the CAMERON COUNTY COMMISSIONERS COURT.

Executed on this 22nd day of October, 2024.

Attested by: 
Arturo A. Nelson
CCRMA Secretary

Attested by: 
Sylvia Garza Perez
County Clerk




Frank Parker, Jr.
CCRMA Chairman



Eddie Trevino, Jr.
County Judge

Exhibit 1
Services to be Provided by the Engineer

GENERAL DESCRIPTION

For this work authorization, Engineer shall perform activities for the development of the Construction Phase services and Construction Management services for the construction for the **Los Indios Port of Entry Export dock Expansion**. The following tasks have been identified:

TASK 320 – CONSTRUCTION PHASE SERVICES & CONSTRUCTION MANAGEMENT

CONSTRUCTION PHASE SERVICES

The Engineer shall perform and/or assist the Authority with the following:

- A. Assist the Authority at the Bid Opening.
- B. Review the qualifications of construction contractors, verify the tabulating of all construction contract bids received as tabulated by the construction manager, review bids relative to budgets and make recommendations to the Authority with respect to the award of construction contracts. Pre-bid RFI's

CONSTRUCTION ADMINISTRATION/MANAGEMENT

- A. Advise and assist the Authority and the construction manager on all matters of engineering related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans.
- B. Advise and assist the authority and the construction manager in evaluating and resolving construction problems and providing guidance in matters relating to construction quality assurance.
- C. Attend construction meetings and make site visits. Review and respond to RFI's and submittals as required. Design consultant Civil, Architectural and MEP attendance shall be limited to an as-needed basis. The fee is based on Monthly visits from the Civil, 3 visits from the Architect, and 2 visits from the MEP – Electrical and Mechanical Engineer.
- D. 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. 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. Review and recommend approval of 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. 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. Compile and provide the Authority with Record Plans incorporating all construction revisions into the original "as bid" construction plans. Such Record Plans will be based on information furnished by the constructors to the construction manager showing the changes made during construction. The construction manager shall post the "as built" plan revision information it receives on the original tracings and/or digital plan designs. All standard drawings issued before or during construction and/or modified or supplemented during construction shall likewise be made part of the final plans set delivered electronically in .pdf format to the Authority.

CONSTRUCTION MATERIAL TESTING

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

- a. Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- b. Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- c. Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- d. Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- e. Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
- f. Any additional laboratory testing as required/requested by the AUTHORITY and the project plans and specifications.
- g. Providing accurate and timely reports to the AUTHORITY and all/other recipients as designated by the AUTHORITY.

PROJECT: Los Indios Export Lot Modification
 CLIENT: CCRMA
 CONTRACT:
 CSJ:
 COUNTY: Cameron County
 RRP JOB NO.: U2973 Amendment 2

09/19/24

EXHIBIT 1 - FEE ESTIMATE

| ACTIVITY CODE | FUNCTION CODE | DESCRIPTION | FIRM | SERVICE | MAN-HOURS | | | | | | | | | | | | | | ESTIMATED FEE | TOTALS |
|---------------|---------------|--|------------|---------|-----------|-----------------|-----------------|-------------|--------------------|-------------|---------------------|--------------|---------------|---------------|---------------------------------|-----------------------------------|-----------|-----------|---------------|-------------|
| | | | | | Principal | Quality Manager | Project Manager | Env Manager | Env Scientist I/II | GIS Manager | Engineer Structural | Engineer (V) | Engineer (IV) | Engineer (II) | Senior CADD / Construction Insp | CADD Operator (I) / Record Keeper | Secretary | TOTAL HRS | | |
| | 320 - 145.01 | PROJECT ADMINISTRATION AND COORDINATION | | | | | | | | | | | | | | | | | | |
| | | Prj Manager (.5 hours per week) | RRP | BASIC | | | 13 | | | | | | | | | | | 13 | \$3,523.78 | |
| | | Cameron County RMA Project Coordination | RRP | BASIC | | | 4 | | | | | | 4 | | | | | 8 | \$1,689.84 | |
| | | Clerical .5 hours per week | RRP | BASIC | | | | | | | | | | | | | 13 | 13 | \$952.38 | |
| | | Sub Total (320 - 145.01 - PROJECT ADMINISTRATION AND COORDINATION) | | | - | - | 17 | - | - | - | - | - | 4 | - | - | - | 13 | 34 | | \$6,166.00 |
| | 320 | CONSTRUCTION PHASE & MANAGEMENT SERVICES | | | | | | | | | | | | | | | | | | |
| 681040 | | CONSTRUCTION BIDDING | RRP | SPECIAL | | | | | | | | | | | | | | | | |
| 681040 | | Bid Tabulation/Recommendation of Award | RRP | SPECIAL | | | 2 | | | | | | 2 | 30 | 16 | 10 | | 60 | \$6,701.72 | |
| 681040 | | DURING CONSTRUCTION | RRP | SPECIAL | | | | | | | | | | | | | | | | |
| 681040 | | Attend Preconstruction Meeting | RRP | SPECIAL | | | 4 | | | | | | 4 | | 8 | 8 | | 24 | \$2,842.48 | |
| 681040 | | Construction Mgmt. & Administration | RRP | SPECIAL | | | 4 | | | | | | 80 | | | 20 | | 104 | \$14,563.84 | |
| 681040 | | Construction Mgmt. & Administration (Arch & Mech) | SJPA | SPECIAL | | | | | | | | | | | | | | | \$39,500.00 | |
| 681040 | | Construction Material Testing | B22 | SPECIAL | | | | | | | | | | | | | | | \$21,894.77 | |
| 681040 | | Review of Shop Drawings | RRP | SPECIAL | | | | | | | | | | | | | | | \$0.00 | |
| 681040 | | Concrete Mix Design | RRP | SPECIAL | | | | | | | | | | 4 | | 2 | | 6 | \$665.00 | |
| 681040 | | Final Documents | RRP | SPECIAL | | | 2 | | | | | | | 8 | 20 | 20 | | 50 | \$4,480.20 | |
| | | Sub Total (320 - CONSTRUCTION PHASE & MANAGEMENT SERVICES) | | | - | - | 12 | - | - | - | - | - | 86 | 42 | 44 | 60 | - | 244 | | \$90,648.01 |
| | | LABOR TOTALS | | | | | | | | | | | | | | | | | | |
| | | Total Hours | MULTIPLIER | | 0 | 0 | 29 | 0 | 0 | 0 | 0 | 0 | 90 | 42 | 44 | 60 | 13 | 278 | | \$96,814.01 |
| | | CONTRACT RATES: (\$/MAN-HOUR) | 2.442 | | 271.06 | 305.25 | 271.06 | 151.40 | 75.70 | 107.45 | 244.20 | 244.20 | 151.40 | 132.06 | 75.70 | 68.38 | 73.26 | | | |
| | | BASE RATES: (\$/MAN-HOUR) | | | 111.00 | 125.00 | 111.00 | 62.00 | 31.00 | 44.00 | 100.00 | 100.00 | 62.00 | 54.08 | 31.00 | 28.00 | 30.00 | | | |
| | 160 | NON LABOR | | | | | | | | | | | | | | | | | | |
| | | Travel - Mileage During Plan Development (7 Project Status Mtgs, Pre-Bid Mtg and Precon Mtg) | RRP(nl) | SPECIAL | | | | | | | | | | | | | | | | \$536.00 |
| | | Courier Service | RRP(nl) | SPECIAL | | | | | | | | | | | | | | | | \$200.00 |
| | | Sub Total (F.C. 160) | | | | | | | | | | | | | | | | | | \$736.00 |
| | | PROJECT TOTAL | | | | | | | | | | | | | | | | | | \$97,550.01 |

BASE BID (LOS INDIOS LPOE - EXPORT DOCK RENOVATION)

Note: The blank spaces for each item as required in the proposal shall be fill in by writing in ink except as provide below. The bidder shall submit a unit price for each item for which a bid is requested (including a zero if appropriate), except in the case of an alternate. In such

| ALT | ITEM NO | DESC CODE | DESCRIPTION | UNIT OF MEASUREMENT | APPROXIMATE QUANTITY | UNIT PRICE (IN DOLLARS & CENTS) | AMOUNT (IN DOLLARS & CENTS) |
|-----------------------|---------|-----------|---|---------------------|----------------------|---------------------------------|-----------------------------|
| | 104 | 6009 | REMOVING CONC (RIPRAP) | SY | 7.00 | \$ 201.42 | \$ 1,409.92 |
| | 104 | 6022 | REMOVING CONC (CURB AND GUTTER) | LF | 24.00 | \$ 49.00 | \$ 1,189.58 |
| | 162 | 6008 | ROLL SODDING | SY | 327.00 | \$ 15.00 | \$ 4,905.00 |
| | 247 | 6236 | FL BS (RDWY DEL)(TY A GR 1-2)(FINAL POS) | CY | 70.00 | 350.35 | \$ 24,524.00 |
| | 360 | 6002 | CONC PVT (CONT REINF - CRCP) (8") | SY | 215.00 | 126.90 | \$ 27,282.00 |
| | 464 | 6003 | RC PIPE (CL III)(18 IN) | LF | 40.00 | 119.85 | \$ 4,793.00 |
| | 467 | 6363 | SET (TY II) (18 IN) (RCP) (6: 1) (P) | EA | 2.00 | 2643.68 | \$ 5,287.00 |
| | 500 | 6001 | MOBILIZATION | LS | 1.00 | 10574.72 | \$ 10,574.00 |
| | 502 | 6001 | BARRICADES, SIGNS AND TRAFFIC HANDLING | MO | 8.00 | 528.74 | \$ 4,229.00 |
| | 531 | 6001 | CONC SIDEWALKS (4") | SY | 23.00 | 174.48 | \$ 4,013.00 |
| | 5310 | 6002 | CONC STAIRS | LS | 1.00 | 19016.00 | \$ 19,016.00 |
| | 550 | 6003 | CHAIN LINK FENCE (REMOVE) | LF | 24.00 | 21.15 | \$ 507.00 |
| | 550 | 9001 | 12' GATE (INSTALL) LIFT MASTER HD SL 24UL 3000 LBS | EA | 2.00 | 23,422 | \$ 46,845.00 |
| | 7016 | 6041 | NEW WATER SERVICE (3/4") | EA | 1.00 | 3,378 | \$ 3,378.00 |
| | 7016 | 6068 | NEW SEWER SERVICE LATERAL (4") | EA | 1.00 | 20,696 | \$ 20,696.00 |
| | 5500 | 9001 | SLIDING GATE RAIL (COMPLETE) | LF | 48.00 | 282.43 | \$ 13,556.00 |
| | | | | | | | \$ 0 |
| | 9000 | 9002 | EXPORT BUILDING RENOVATIONS | LS | 1.00 | 833,354 | \$ 833,354.00 |
| | 9100 | 9003 | TEMPORARY PORTABLE BUILDING | LS | 1.00 | 151,301 | \$ 151,301.00 |
| | 9150 | 9004 | TEMPORARY POWER CONNECTION/DISCONNECTION TO PORTABLE BUILDING | LS | 1.00 | 5,747.00 | \$ 5,747.00 |
| BASE BID TOTAL | | | | | | | 1,182,606.50 |

**2-I CONSIDERATION AND APPROVAL TO AWARD BID NO.
2024-003 LOS INDIOS LAND PORT OF ENTRY EXPORT
DOCK RENOVATION PROJECT TO ZIWA
CORPORATIONIN THE AMOUNT OF \$1,182,598.22.**



RRP Consulting Engineers, LLC

956.926.5000

5400 N. 10th St.

McAllen, TX 78504

www.rrpeng.com

October 22, 2024

Mr. Pete Sepulveda Jr.
CCRMA Executive Director
3461 Carmen Ave.
Rancho Viejo, Texas 78575

Re: Los Indios Land Port of Entry Export Dock Renovation Project Letter of Recommendation/Bid Analysis of Invitation to Bid No. 2024 - 003

Dear Mr. Sepulveda,

RRP Consulting Engineers, LLC has reviewed the bid information provided by sole bidder for the Los Indios Land Port of Entry (LPOE) Export Dock Renovation Project and has compiled the attached bid tabulation.

Based on the bid tabulation and the analysis completed by RRP, the official total bid amount for the Los Indios Land Port of Entry (LPOE) Export Dock Renovation Project is \$1,182,598.22 which is \$8.28 below the Total Bid Amount shown on the bid documents submitted by Ziwa Corporation at bid opening of \$1,182,606.50. Ziwa Corporation is the low bidder with a low bid of \$1,182,598.22 which is \$62,445.78 or 5.02% below the Engineer's Estimate of \$1,245,044.00. We have attached the Bid Analysis with respect to the Engineer's Estimate for your reference (See Attachment 1).

We have reviewed the bid forms, bid bond, and other required bid documents as shown in the attached Bid Award Checklist (See Attachment 2). Based on our Bid Analysis and the fact that the low bidder has all its proper documents, it is our recommendation to award the contract to **Ziwa Corporation**.

If you have any questions/comments or concerns, please contact me.

Respectfully Yours,

Phillip J. Pawelek, P.E.
Project Manager

LOS INDIOS – EXPORT DOCK RENOVATION BID ANALYSIS

BID NO: 2024-003 LOS INDIOS LPOE – EXPORT DOCK RENOVATION

PREPARED FOR:



PREPARED BY:



Firm Registration No: F-4440



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
LOS INDIOS LAND PORT OF ENTRY – EXPORT DOCK RENOVATION
BID AWARD CONCURRENCE DOCUMENTS PACKAGE

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
LOS INDIOS LPOE – EXPORT DOCK RENOVATION PROJECT
BID ANALYSIS – BID NO: 2024-003

Schedule “A” – Overall Bid Tab Verification and Comparison with Respect to Engineer’s Estimate

CCRMA received one (1) responsive bid for the CCRMA- Los Indios LPOE - Export Dock Renovation Project as shown in attached Schedule “A”.

- Ziwa Construction is the lowest sole responsive bidder at \$ 1,182,598.22

The Engineer’s Estimate of \$ 1,245,044.00 when compared to Ziwa corporation bid does reflect the following results:

- Ziwa Corporation (\$ 62,445.78) or 5.02 % below Engineer’s Estimate.

Schedule “B” – Major Items of Work Comparison

RRP did determine Ziwa's bid item’s percent (%) to total tabulated bid amount therefore assisting to identify and compare major items of work percentages to the Engineer's Estimate see Schedule “B” for this comparison:

- Item No 9000-9002 (EXPORT BUILDING RENOVATIONS) item of work is 70.47% of Ziwa's tabulated bid amount. When compared to Engineer

Estimate's same item's percentage of 69.64% is within .828 % (70.47 % less 69.64 %) of the Engineer’s Estimate.

- Item No 9100-9003 (TEMPORARY PORTABLE BUILDING) item of work is 12.79% of Ziwa's tabulated bid amount. When compared to Engineer Estimate's same item's percentage of 12.44% is within .358 % (12.79 % less 12.44 %) of the Engineer’s Estimate.
 - Item No 550-9001 12' GATE (INSTALL) (LIFT MASTER...) item of work is 3.96 % of Ziwa's tabulated bid amount. When compared to Engineer Estimate's same item's percentage of 8.03% is within -4.071 % (3.96 % less 8.03 %) of the Engineer’s Estimate.
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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
LOS INDIOS LAND PORT OF ENTRY – EXPORT DOCK RENOVATION
BID AWARD CONCURRENCE DOCUMENTS PACKAGE

- Item No 360-6002 CONC PVT (CONT REINF-CRCP) (8”) item of work is 2.31% of Ziwa's tabulated bid amount. When compared to Engineer Estimate's same item's percentage of .24% is within -.0801% (2.31 % less 3.11 %) of the Engineer's Estimate.
- Item No 247-6236 FL BS (RDWY DEL) TYA GR 11-2 (FNAL POS) item of work is 2.07% of Ziwa's tabulated bid amount. When compared to Engineer Estimate's same item's percentage of .24% is within 1.838 % (2.07 % less .24 %) of the Engineer's Estimate.

Schedule “C” – Unit Bid Price Analysis with Respect to Engineer's Estimate

The bid analysis process undertaken by RRP also included an examination of the Ziwa's unit prices bid for reasonable conformance with the estimated unit prices (prepared by Engineer) to determine if the contract should be awarded (see Schedule “C”).

Special Observations:

- Unit Prices range for work Item No 9000-9002 EXPORT BUILDING RENOVATIONS QTY 1 LUMP SUM. are:
 - Engineer's Estimate - \$ 867,048.00 per LS.
 - Ziwa's Bid Unit Price -\$ 833,354.00 per LS, \$ 33,694.00 or 3.89 % Lower than Engineer's Estimate. Under \$ (33,694.00)
 - Unit Prices range for work Item No 550-9001 12' GATE (INSTALL) (LIFT MASTER) QTY 2 EACH. are:
 - Engineer's Estimate - \$ 50,000.00 per EA.
 - Ziwa's Bid Unit Price -\$ 23,422.00 per EA., \$ 26,578.00 or 53.16 % Lower than Engineer's Estimate. Under \$ (53,156.00)
 - Unit Prices range for work Item No 360-6006 CONC PVMT (CONT REINF – CRCP) (12”) QTY 215 SQUARE YARD are:
 - Engineer's Estimate - \$ 180.00 per SY
 - Ziwa's Bid Unit Price - \$ 126.90 per SY, \$53.10 or 29.5 % Lower than Engineer's Estimate. Under \$ (11,416.50)
 - Unit Prices range for work Item No 247-6236 FL BS (RDWY DEL) TYA GR 1-2 (FNAL POS”) QTY 70 CUBIC YARD are:
 - Engineer's Estimate - \$ 42.00 per CY
 - Ziwa's Bid Unit Price - \$ 350.35 per CY, \$308.35 or 734.17 % Higher than Engineer's Estimate. Over \$ 21,584.50
 - Unit Prices range for work Item No 502-6001 BARRICADES, SIGNS AND TRAF HANDLING QTY 8 MONTHS. are:
-



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
LOS INDIOS LAND PORT OF ENTRY – EXPORT DOCK RENOVATION
BID AWARD CONCURRENCE DOCUMENTS PACKAGE

- Engineer's Estimate - \$ 2,500.00 per MO.
- Ziwa's Bid Unit Price - \$ 528.74 per MO., \$1,971.26 or 78.85 % Lower than Engineer's Estimate. Under \$ (15,700.08)
- Unit Prices range for work Item No 7016-6068 NEW WATER SERVICE LATERAL 4" QTY 1 EACH. are:
 - Engineer's Estimate - \$ 3,200.00 per EA.
 - Ziwa's Bid Unit Price - \$ 20,696.00 per EA., \$ 17,496.00 or 546.75 % Higher than Engineer's Estimate. Over \$ 17,496.00

Bid Analysis Summary

Our analysis began with confirming ZIWA's tabulated bid amount of \$1,182,598.22 and -\$ 62,445.78 (-5.02) % below the Engineer's Estimate of \$1,245,044.00. We then proceeded to identify Ziwa's items as a percent of total tabulated bid and comparing to the work items as a percent of the Engineers total Estimate Amount. This comparison lead RRP to selecting the work items highlighted and shown throughout each respective Schedules A, B, and C.

The Export Building Renovations as Ziwa's first major item of work 70.47% is within .828% of Engineers Estimate (69.64%) and with a Unit Price difference of -\$ 33,694.00 or -3.89% lower.

The Temporary Portable Building as Ziwa's second major item of work 12.79% is within .358% of Engineers Estimate (12.44%) and with a Unit Price difference of - \$ 3,529.00 or - 2.28% lower.

The 12' Gate (Install) (Lift Master) as Ziwa's third major item of work 3.96% is within - 4.071% of Engineers Estimate (8.03%) and with a Unit Price difference of -\$ 53,156.00 or - 53.16% lower.

The Conc. Pvt. (Cont. Reinf.-CRCP) 8" as Ziwa's fourth major item of work 2.31% is within -.0801% of Engineers Estimate (3.11%) and with a Unit Price difference of -\$ 11,416.50 or -29.50% lower

.The FL BS (Rdwy Del) TY A GR 1-2 as Ziwa's fifth major item of work 2.07% is within - 1.838% of Engineers Estimate (.24%) and with a Unit Price difference of \$ 21,584.50 or 34.17% higher. The above items represent 91.6 percent of Ziwa's tabulated bid amount and are in reasonable conformance with the Engineer's Estimated prices.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
LOS INDIOS LAND PORT OF ENTRY – EXPORT DOCK RENOVATION
BID AWARD CONCURRENCE DOCUMENTS PACKAGE

Bid Analysis Conclusion

As per the Bid Analysis, it has been determined that the bid is satisfactory and no “unbalance” in the bid was identified. It is recommended, based on the Bid Analysis, that the Low Bidder (Ziwa Corporation) be awarded the contract.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
LOS INDIOS LAND PORT OF ENTRY – EXPORT DOCK RENOVATION
BID AWARD CONCURRENCE DOCUMENTS PACKAGE

Schedule “A”:
Overall Bid Tab Verification

SCHEDULE A - BID TAB VERIFICATION

| CAMERON COUNTY REGIONAL MOBILITY AUTHORITY- LOS INDIOS LAND PORT OF ENTRY EXPORT DOCK RENOVATION | | | | | | | | | | | | |
|--|----------|-----------|---|------|--------------|------------------------|--|----------------------|-----|--|--|---|
| BID TABULATION AND ENGINEERS ESTIMATE | | | | | | | | | | | | |
| REF NO. | ITEM NO. | DESC CODE | DESCRIPTION | UNIT | QUANTITY (Q) | UNIT PRICE (ENGR'S UP) | ENGR'S ESTIMATE (BID QUANTITY X ENGR'S UNIT PRICE) | UNIT PRICE-ZIWA UP) | (Z- | TABULATED (BID QUANTITY) X (ZIWA UNIT PRICE) | ZIWA CORPORATION - (AMOUNTS ON BID FORM) | TABULATED BID AMOUNT LESS AMOUNTS ON BID FORM - DIFFERENCES |
| 1 | 104 | 6009 | REMOVING CONC (RIPRAP) | SY | 7 | \$ 40.00 | \$280.00 | \$ 201.42 | | \$1,409.94 | \$ 1,409.92 | \$ 0.02 |
| 2 | 104 | 6022 | REMOVING CONC (CURB AND GUTTER) | LF | 24 | \$ 24.00 | \$576.00 | \$ 49.00 | | \$1,176.00 | \$ 1,189.58 | \$ (13.58) |
| 3 | 162 | 6008 | ROLL SODDING | SY | 327 | \$ 9.00 | \$2,943.00 | \$ 15.00 | | \$4,905.00 | \$ 4,905.00 | \$ - |
| 4 | 247 | 6236 | FL BS (RDWY DEL)TYA GR 1-2)(FNAL POS) | CY | 70 | \$ 42.00 | \$2,940.00 | \$ 350.35 | | \$24,524.50 | \$ 24,524.00 | \$ 0.50 |
| 5 | 360 | 6002 | CONC PVT (CONT REINF - CRCP) (8") | SY | 215 | \$ 180.00 | \$38,700.00 | \$ 126.90 | | \$27,283.50 | \$ 27,282.00 | \$ 1.50 |
| 6 | 464 | 6003 | RC PIPE (CL III)(18 IN) | LF | 40 | \$ 60.00 | \$2,400.00 | \$ 119.85 | | \$4,794.00 | \$ 4,793.00 | \$ 1.00 |
| 7 | 467 | 6363 | SET (TY II)(18 IN)(RCP)(6:1)(P) | EA | 2 | \$ 1,500.00 | \$3,000.00 | \$ 2,643.68 | | \$5,287.36 | \$ 5,287.00 | \$ 0.36 |
| 8 | 500 | 6001 | MOBILIZATION | LS | 1 | \$ 5,259.00 | \$5,259.00 | \$ 10,574.72 | | \$10,574.72 | \$ 10,574.00 | \$ 0.72 |
| 9 | 502 | 6001 | BARRICADES, SIGNS AND TRAFFIC HANDLING | MO | 8 | \$ 2,500.00 | \$20,000.00 | \$ 528.74 | | \$4,229.92 | \$ 4,229.00 | \$ 0.92 |
| 10 | 531 | 6001 | CONC SIDEWALKS (4") | SY | 23 | \$ 50.00 | \$1,150.00 | \$ 174.48 | | \$4,013.04 | \$ 4,013.00 | \$ 0.04 |
| 11 | 5310 | 6002 | CONC STAIRS | LS | 1 | \$ 18,500.00 | \$18,500.00 | \$ 19,016.00 | | \$19,016.00 | \$ 19,016.00 | \$ - |
| 12 | 550 | 6003 | CHAIN LINK FENCE (REMOVE) | LF | 24 | \$ 30.00 | \$720.00 | \$ 21.15 | | \$507.60 | \$ 507.00 | \$ 0.60 |
| 13 | 550 | 9001 | 12' GATE (INSTALL)(LIFT MASTER HD5L24UL 3000 LBS) | EA | 2 | \$ 50,000.00 | \$100,000.00 | \$ 23,422.00 | | \$46,844.00 | \$ 46,845.00 | \$ (1.00) |
| 14 | 7016 | 6041 | NEW WATER SERVICE (3/4") | EA | 1 | \$ 1,800.00 | \$1,800.00 | \$ 3,378.00 | | \$3,378.00 | \$ 3,378.00 | \$ - |
| 15 | 7016 | 6068 | NEW WATER SERVICE LATERAL (4") | EA | 1 | \$ 3,200.00 | \$3,200.00 | \$ 20,696.00 | | \$20,696.00 | \$ 20,696.00 | \$ - |
| 16 | 5500 | 9001 | SLIDING GATE RAIL (COMPLETE) | LF | 48 | \$ 237.00 | \$11,376.00 | \$ 282.43 | | \$13,556.64 | \$ 13,556.00 | \$ 0.64 |
| 17 | 9000 | 9002 | EXPORT BUILDING RENOVATIONS | LS | 1 | \$ 867,048.00 | \$867,048.00 | \$ 833,354.00 | | \$833,354.00 | \$ 833,354.00 | \$ - |
| 18 | 9100 | 9003 | TEMPORARY PORTABLE BUILDING | LS | 1 | \$ 154,830.00 | \$154,830.00 | \$ 151,301.00 | | \$151,301.00 | \$ 151,301.00 | \$ - |
| 19 | 9150 | 9004 | TEMPORARY POWER CONNECTION/DISCONNECTION TO PORTABLE BUILDING | LS | 1 | \$ 10,322.00 | \$10,322.00 | \$ 5,747.00 | | \$5,747.00 | \$ 5,747.00 | \$ - |
| | | | | | | ENGR'S EST TOTAL | \$1,245,044.00 | TABULATED ZIWA TOTAL | | \$1,182,598.22 | \$1,182,606.50 | \$ (8.28) |
| UNDER ENGINEERS ESTIMATE 5.02% | | | | | | | | | | \$62,445.78 5.02% | | |
| AMOUNT READ AT BID OPENING | | | | | | | | | | \$1,182,606.50 | | |
| DIFFERENCE BETWEEN ACTUAL TABULATED \$1,182,598.22 LESS AMT READ \$1,182,606.50 | | | | | | | | | | -\$8.28 | | |



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
LOS INDIOS LAND PORT OF ENTRY – EXPORT DOCK RENOVATION
BID AWARD CONCURRENCE DOCUMENTS PACKAGE

Schedule “B”:

Identify Major Items of Work and Comparison

SCHEDULE B - MAJOR ITEMS OF WORK COMPARISON

| CAMERON COUNTY REGIONAL MOBILITY AUTHORITY- LOS INDIOS LAND PORT OF ENTRY EXPORT DOCK RENOVATION | | | | | | | | | | | | |
|--|----------|-----------|---|------|--------------|------------------------|--|---|----------------------|--|--|--|
| ZIWA PERCENT OF TOTAL BID COMPARED TO ENGINEERS PERCENT OF TOTAL ESTIMATE | | | | | | | | | | | | |
| REF NO. | ITEM NO. | DESC CODE | DESCRIPTION | UNIT | QUANTITY (Q) | UNIT PRICE (ENGR'S UP) | ENGR'S ESTIMATE (BID QUANTITY) X (ENGR'S UNIT PRICE) | PERCENT OF ENGR'S ESTIMATE AMOUNT/ \$1,245,044.00 | UNIT PRICE-ZIWA | TABULATED (BID QUANTITY) X (ZIWA UNIT PRICE) | PERCENT OF ZIWA TABULATED BID AMOUNT /\$1,182,598.22 | ZIWA PERCENTAGE OVER/UNDER VS. ENGR'S EST PERCENTAGE |
| 1 | 104 | 6009 | REMOVING CONC (RIPRAP) | SY | 7 | \$ 40.00 | \$280.00 | 0.02% | \$ 201.42 | \$1,409.94 | 0.12% | 0.097% |
| 2 | 104 | 6022 | REMOVING CONC (CURB AND GUTTER) | LF | 24 | \$ 24.00 | \$576.00 | 0.05% | \$ 49.00 | \$1,176.00 | 0.10% | 0.053% |
| 3 | 162 | 6008 | ROLL SODDING | SY | 327 | \$ 9.00 | \$2,943.00 | 0.24% | \$ 15.00 | \$4,905.00 | 0.41% | 0.178% |
| 4 | 247 | 6236 | FL BS (RDWY DEL)TYA GR 1-2)(FNAL POS) | CY | 70 | \$ 42.00 | \$2,940.00 | 0.24% | \$ 350.35 | \$24,524.50 | 2.07% | 1.838% |
| 5 | 360 | 6002 | CONC PVT (CONT REINF - CRCP) (8") | SY | 215 | \$ 180.00 | \$38,700.00 | 3.11% | \$ 126.90 | \$27,283.50 | 2.31% | -0.801% |
| 6 | 464 | 6003 | RC PIPE (CL III)(18 IN) | LF | 40 | \$ 60.00 | \$2,400.00 | 0.19% | \$ 119.85 | \$4,794.00 | 0.41% | 0.213% |
| 7 | 467 | 6363 | SET (TY II)(18 IN)(RCP)(6:1)(P) | EA | 2 | \$ 1,500.00 | \$3,000.00 | 0.24% | \$ 2,643.68 | \$5,287.36 | 0.45% | 0.206% |
| 8 | 500 | 6001 | MOBILIZATION | LS | 1 | \$ 5,259.00 | \$5,259.00 | 0.42% | \$ 10,574.72 | \$10,574.72 | 0.89% | 0.472% |
| 9 | 502 | 6001 | BARRICADES, SIGNS AND TRAFFIC HANDLING | MO | 8 | \$ 2,500.00 | \$20,000.00 | 1.61% | \$ 528.74 | \$4,229.92 | 0.36% | -1.249% |
| 10 | 531 | 6001 | CONC SIDEWALKS (4") | SY | 23 | \$ 50.00 | \$1,150.00 | 0.09% | \$ 174.48 | \$4,013.04 | 0.34% | 0.247% |
| 11 | 5310 | 6002 | CONC STAIRS | LS | 1 | \$ 18,500.00 | \$18,500.00 | 1.49% | \$ 19,016.00 | \$19,016.00 | 1.61% | 0.122% |
| 12 | 550 | 6003 | CHAIN LINK FENCE (REMOVE) | LF | 24 | \$ 30.00 | \$720.00 | 0.06% | \$ 21.15 | \$507.60 | 0.04% | -0.015% |
| 13 | 550 | 9001 | 12' GATE (INSTALL)(LIFT MASTER HDL24UL 3000 LBS) | EA | 2 | \$ 50,000.00 | \$100,000.00 | 8.03% | \$ 23,422.00 | \$46,844.00 | 3.96% | -4.071% |
| 14 | 7016 | 6041 | NEW WATER SERVICE (3/4") | EA | 1 | \$ 1,800.00 | \$1,800.00 | 0.14% | \$ 3,378.00 | \$3,378.00 | 0.29% | 0.141% |
| 15 | 7016 | 6068 | NEW WATER SERVICE LATERAL (4") | EA | 1 | \$ 3,200.00 | \$3,200.00 | 0.26% | \$ 20,696.00 | \$20,696.00 | 1.75% | 1.493% |
| 16 | 5500 | 9001 | SLIDING GATE RAIL (COMPLETE) | LF | 48 | \$ 237.00 | \$11,376.00 | 0.91% | \$ 282.43 | \$13,556.64 | 1.15% | 0.233% |
| 17 | 9000 | 9002 | EXPORT BUILDING RENOVATIONS | LS | 1 | \$ 867,048.00 | \$867,048.00 | 69.64% | \$ 833,354.00 | \$833,354.00 | 70.47% | 0.828% |
| 18 | 9100 | 9003 | TEMPORARY PORTABLE BUILDING | LS | 1 | \$ 154,830.00 | \$154,830.00 | 12.44% | \$ 151,301.00 | \$151,301.00 | 12.79% | 0.358% |
| 19 | 9150 | 9004 | TEMPORARY POWER CONNECTION/DISCONNECTION TO PORTABLE BUILDING | LS | 1 | \$ 10,322.00 | \$10,322.00 | 0.83% | \$ 5,747.00 | \$5,747.00 | 0.49% | -0.343% |
| ENGR'S EST TOTAL | | | | | | | \$1,245,044.00 | 100.00% | TABULATED ZIWA TOTAL | | \$1,182,598.22 | 100.00% |
| UNDER ENGINEERS ESTIMATE 5.02% | | | | | | | | | | \$62,445.78 | 5.02% | |
| AMOUNT READ AT BID OPENING | | | | | | | | | | \$1,182,606.50 | | |
| DIFFERENCE BETWEEN ACTUAL TABULATED \$1,182,598.22 LESS AMT READ \$1,182,606.50 | | | | | | | | | | | | |
| | | | | | | | | | | | -\$8.28 | |



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
LOS INDIOS LAND PORT OF ENTRY – EXPORT DOCK RENOVATION
BID AWARD CONCURRENCE DOCUMENTS PACKAGE

Schedule “C”:

Unit Price Analysis with Respect to Engineer’s Estimate

| CAMERON COUNTY REGIONAL MOBILITY AUTHORITY- LOS INDIOS LAND PORT OF ENTRY EXPORT DOCK RENOVATION | | | | | | | | | | | | |
|--|----------|-----------|---|------|--------------|------------------------|--|----------------------|--|--|---|---|
| ZIWA UNIT PRICE COMPARISIOIN TO UNIT PRICES ON ENGINEER'S ESTIMATE | | | | | | | | | | | | |
| REF NO. | ITEM NO. | DESC CODE | DESCRIPTION | UNIT | QUANTITY (Q) | UNIT PRICE (ENGR'S UP) | ENGR'S ESTIMATE (BID QUANTITY) X (ENGR'S UNIT PRICE) | UNIT PRICE-ZIWA | TABULATED (BID QUANTITY) X (ZIWA UNIT PRICE) | ZIWA UNIT PRICE OVER/(UNDER) THE UNIT PRICE ON ENGR'S ESTIMATE (ZIWA UNIT PRICE (-) MINUS ENGR'S UNIT PRICE) | ZIWA UNIT PRICE OVER/(UNDER) ENGR'S ESTIMATE UNIT PRICE / ENGR'S UP | ZIWA TABULATED BID OVER/(UNDER) TO AMOUNT ON ENGR'S ESTIMATE - DIFFERENCE |
| 1 | 104 | 6009 | REMOVING CONC (RIPRAP) | SY | 7 | \$ 40.00 | \$280.00 | \$ 201.42 | \$1,409.94 | \$161.42 | 403.55% | \$ 1,129.94 |
| 2 | 104 | 6022 | REMOVING CONC (CURB AND GUTTER) | LF | 24 | \$ 24.00 | \$576.00 | \$ 49.00 | \$1,176.00 | \$25.00 | 104.17% | \$ 600.00 |
| 3 | 162 | 6008 | ROLL SODDING | SY | 327 | \$ 9.00 | \$2,943.00 | \$ 15.00 | \$4,905.00 | \$6.00 | 66.67% | \$ 1,962.00 |
| 4 | 247 | 6236 | FL BS (RDWY DEL)TYA GR 1-2)(FNAL POS) | CY | 70 | \$ 42.00 | \$2,940.00 | \$ 350.35 | \$24,524.50 | \$308.35 | 734.17% | \$ 21,584.50 |
| 5 | 360 | 6002 | CONC PVT (CONT REINF - CRCP) (8") | SY | 215 | \$ 180.00 | \$38,700.00 | \$ 126.90 | \$27,283.50 | -\$53.10 | -29.50% | \$ (11,416.50) |
| 6 | 464 | 6003 | RC PIPE (CL III)(18 IN) | LF | 40 | \$ 60.00 | \$2,400.00 | \$ 119.85 | \$4,794.00 | \$59.85 | 99.75% | \$ 2,394.00 |
| 7 | 467 | 6363 | SET (TY I)(18 IN)(RCP)(6:1)(P) | EA | 2 | \$ 1,500.00 | \$3,000.00 | \$ 2,643.68 | \$5,287.36 | \$1,143.68 | 76.25% | \$ 2,287.36 |
| 8 | 500 | 6001 | MOBILIZATION | LS | 1 | \$ 5,259.00 | \$5,259.00 | \$ 10,574.72 | \$10,574.72 | \$5,315.72 | 101.08% | \$ 5,315.72 |
| 9 | 502 | 6001 | BARRICADES, SIGNS AND TRAFFIC HANDLING | MO | 8 | \$ 2,500.00 | \$20,000.00 | \$ 528.74 | \$4,229.92 | -\$1,971.26 | -78.85% | \$ (15,770.08) |
| 10 | 531 | 6001 | CONC SIDEWALKS (4") | SY | 23 | \$ 50.00 | \$1,150.00 | \$ 174.48 | \$4,013.04 | \$124.48 | 248.96% | \$ 2,863.04 |
| 11 | 5310 | 6002 | CONC STAIRS | LS | 1 | \$ 18,500.00 | \$18,500.00 | \$ 19,016.00 | \$19,016.00 | \$516.00 | 2.79% | \$ 516.00 |
| 12 | 550 | 6003 | CHAIN LINK FENCE (REMOVE) | LF | 24 | \$ 30.00 | \$720.00 | \$ 21.15 | \$507.60 | -\$8.85 | -29.50% | \$ (212.40) |
| 13 | 550 | 9001 | 12' GATE (INSTALL)(LIFT MASTER HDLS24UL 3000 LBS) | EA | 2 | \$ 50,000.00 | \$100,000.00 | \$ 23,422.00 | \$46,844.00 | -\$26,578.00 | -53.16% | \$ (53,156.00) |
| 14 | 7016 | 6041 | NEW WATER SERVICE (3/4") | EA | 1 | \$ 1,800.00 | \$1,800.00 | \$ 3,378.00 | \$3,378.00 | \$1,578.00 | 87.67% | \$ 1,578.00 |
| 15 | 7016 | 6068 | NEW WATER SERVICE LATERAL (4") | EA | 1 | \$ 3,200.00 | \$3,200.00 | \$ 20,696.00 | \$20,696.00 | \$17,496.00 | 546.75% | \$ 17,496.00 |
| 16 | 5500 | 9001 | SLIDING GATE RAIL (COMPLETE) | LF | 48 | \$ 237.00 | \$11,376.00 | \$ 282.43 | \$13,556.64 | \$45.43 | 19.17% | \$ 2,180.64 |
| 17 | 9000 | 9002 | EXPORT BUILDING RENOVATIONS | LS | 1 | \$ 867,048.00 | \$867,048.00 | \$ 833,354.00 | \$833,354.00 | -\$33,694.00 | -3.89% | \$ (33,694.00) |
| 18 | 9100 | 9003 | TEMPORARY PORTABLE BUILDING | LS | 1 | \$ 154,830.00 | \$154,830.00 | \$ 151,301.00 | \$151,301.00 | -\$3,529.00 | -2.28% | \$ (3,529.00) |
| 19 | 9150 | 9004 | TEMPORARY POWER CONNECTION/DISCONNECTION TO PORTABLE BUILDING | LS | 1 | \$ 10,322.00 | \$10,322.00 | \$ 5,747.00 | \$5,747.00 | -\$4,575.00 | -44.32% | \$ (4,575.00) |
| ENGR'S EST TOTAL | | | | | | | \$1,245,044.00 | TABULATED ZIWA TOTAL | \$1,182,598.22 | \$ (62,445.78) | | |
| UNDER ENGINEERS ESTIMATE 5.02% | | | | | | | | | \$62,445.78 | | | |
| AMOUNT READ AT BID OPENING | | | | | | | | | \$1,182,606.50 | | | |
| DIFFERENCE BETWEEN ACTUAL TABULATED \$1,182,598.22 LESS AMT READ \$1,182,606.50 | | | | | | | | | -\$8.28 | | | |

**2-J CONSIDERATION AND APPROVAL OF A CONSTRUCTION
CONTRACT WITH ZIWA CORPORATION FOR THE LOS
INDIOS LAND PORT OF ENTRY EXPORT DOCK
RENOVATION PROJECT.**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

LOS INDIOS LAND PORT OF ENTRY

EXPORT DOCK RENOVATION

PROJECT NO. 2024-003

CONTRACT AGREEMENT

This Contract between the Cameron County Regional Mobility Authority (the “Authority”) and (the “Contractor”) is hereby entered into and agreed to as of the 31st day of October 2024, (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 ZIWA CORPORATION.
- 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 Los Indios Land Port of Entry Export Dock Renovation bid package for Bid, which includes, 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 obtain access to Federal Property to perform the work.
- 2.2** The Contractor will maintain all necessary licenses, permits, insurance, bonding 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 one-hundred twenty (120) working days after the Commencement Date, or such other date as may be Change Order be designated (the "Scheduled Completion Date"). The Contractor may have up to an additional ten (10) calendar days for Final Acceptance after the Scheduled Completion Date. The number of working 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 working 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 (\$ 1,182,598.22) 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 Contract 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 architect.
- 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** The Contractor waives any rights under the Prompt Payment Act or other law until the foregoing requirements are fulfilled as determined by the Authority in its sole and absolute discretion.
- 7.6** At a minimum, each payment application shall detail the following information:
 - 7.6.1.1** Unique payment application number
 - 7.6.1.2** Contractor's name, address, and telephone number

- 7.6.1.3 Date of payment application and/or billing period
 - 7.6.1.4 Applicable Contract No.
 - 7.6.1.5 Applicable Purchase Order No.
 - 7.6.1.6 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)
 - 7.6.1.7 Supporting documentation for the payment application
 - 7.6.1.8 Total dollar amount being currently billed
- 7.7 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.
- 7.8 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.
- 7.9 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.
- 7.10 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 agrees to submit a status report to the Authority at least one (1) time every ten (10) business days during the term of this Contract in addition to the scheduling and reporting requirements under the Contract.
- 8.3 The Contractor warrants and represents that it will assign only qualified personnel to

perform the services outlined herein and within the Contract Documents. For the purposes of the Contract, the term “qualified personnel” shall mean those personnel that have been investigated, tested and trained in the manner described within the Contract and, as proposed by the Contractor within its bid or as provided by the Contractor during the Contractor’s normal conduct of business.

8.4 Compliance with Federal and State Laws. All work performed by the Contractor, pursuant to the Contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes, and ordinances.

8.5 Insurance Requirements.

8.5.1 Insurances. In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of the Contract and shall name the Authority as an “additional insured” on the following insurance coverage:

8.5.1.1 Commercial General Liability Insurance. An original certificate evidencing Commercial General Liability coverage, naming the Authority as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Authority as an additional insured under said policy (minimum of \$1,000,000.00 each occurrence). If the policy is a “claims-made” policy, then the policy must provide a retroactive date which must be on or before the execution date of the Contract and the extended reporting period may not be less than five (5) years following the completion date of the Contract.

8.5.1.2 Business Automobile Liability Insurance. Such coverage shall be a combined single limit of not less than \$600,000.

8.5.1.3 Worker’s Compensation Insurance. Such coverage shall be not less than the statutory requirement and with no pre-set limits. A waiver of subrogation endorsement in favor of the Authority must be included in the policy.

8.5.1.4 All Risk Builder’s Risk Insurance. Such coverage shall be for 100% of the Contract Price.

8.5.1.5 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.

8.5.1.6 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.

8.6 Licensing. The Contractor shall also provide to the Authority a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of the Contract shall constitute a material breach thereof.

8.7 Confidentiality. The Contractor, in connection with performing its services hereunder, will have access to or may be provided certain confidential information concerning the Authority and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Authority or any other information which a reasonable person could conclude that should remain confidential (collectively "Confidential Information"), will not be disclosed to any party and without limitation, any employee of the Authority or any client or potential client of the Authority at any time, except for the Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Authority. The Authority will have the right to enforce the Contract by specific performance, as well as hold the Contractor liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The Contractor agrees that he has received valuable consideration for the entering into of the Contract and agrees to be bound all of its terms and conditions. The Contract will be binding on the Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.

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

ZIWA CORPORATION

Attention: Jorge De La Garza

President

1952 S. Price Rd

Brownsville, Texas 78521

Email: jdkg@ziwacorp.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 NIOSH) 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.**
- 11.15.1** 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, 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.

- 11.15.2** In 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.
- 11.15.3** Any money due to the Contractor under and by virtue of the Contract, which the Authority believes must be withheld from the Contractor to protect the Authority, may be retained by the Authority so long as it is reasonably necessary to ensure the Authority's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Authority provided, however, the Contractor's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the Authority from any potential claims.
- 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.**
- 11.22.1** The 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.
- 11.22.2** All 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.

11.22.3 If 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 Los Indios Land Port of Entry Export Dock Renovation. 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. Plans and Specifications for Los Indios Land Port of Entry Export Dock Renovation. A true and correct copy of the Plans and Specifications may be found at the Authority's office and is incorporated by reference as if fully set forth herein.

12.1.3 Exhibit 3. Awarded Bid for Los Indios Land Port of Entry Export Dock Renovation. 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.

(Signature Page to Follow)

EXECUTED as of the 31st day of October 2024.

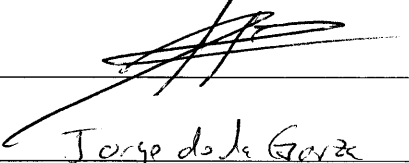
AUTHORITY

Cameron County Regional Mobility Authority

By:  Date: 10-31-24
Frank Parker, Jr., Chairman

CONTRACTOR

Ziwa Corporation

By:  Date: _____
Jorge de la Garza
Printed Name/Title

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

LOS INDIOS LAND PORT OF ENTRY

EXPORT DOCK RENOVATION

PERFORMANCE BOND

Bond #CA5847253

STATE OF TEXAS

COUNTY OF Cameron

KNOW ALL MEN BY THESE PRESENTS: That Ziwa Corporation

1952 S. Price Road of the City of Brownsville

County of Cameron, and State of Texas, as principal, and

Great American Insurance Company, P.O. Box 2119, Cincinnati, OH 45202

authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto Cameron County Regional Mobility Authority in the penal sum of

One Million One Hundred Eighty Two Thousand Five Hundred Ninety Eight and 22/100----- Dollars

(\$ 1,182,598.22) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with Cameron County Regional Mobility Authority, dated the 31st day of October, 2024 (the "Contract"), to which the said Agreement, along with the Contract Documents referenced therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by the Agreement agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Agreement and the Contract Documents hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work performed thereunder, or to the Contract Documents referenced therein, shall in anyway affect the obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms on the Agreement, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 31st day of October, 2024.

Ziwa Corporation

PRINCIPAL

By:

SIGNATURE

NAME & TITLE

1952 S. Price Rd, Brownsville, TX 78521

ADDRESS

(956) 542-8167

PHONE NUMBER

Great American Insurance Company

SURETY

By:

SIGNATURE

Christopher J. Hughston, Attorney-in-Fact

NAME & TITLE

P.O. Box 8550, Brownsville, TX 78526

ADDRESS

(956) 542-4387

PHONE NUMBER

The name and address of the Resident Agency of Surety is:
Hughston Insurance Agency, Inc.

P.O. Box 8550, Brownsville, TX 78526

(956) 542-4387

PHONE NUMBER

SIGNATURE OF LICENSED LOCAL RECORDING
AGENT appointed to countersign on behalf of Surety
(Required by Art. 21.09 of the Insurance Code)

I, _____, having executed Bonds

SIGNATURE Christopher J. Hughston

for Great American Insurance Company do hereby affirm I have

NAME OF SURETY

verified that said Surety is now certified with authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

THIS SHEET INTENTIONALLY LEFT BLANK

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

LOS INDIOS LAND PORT OF ENTRY

EXPORT DOCK RENOVATION

PAYMENT BOND

Bond #CA5847253

STATE OF TEXAS
COUNTY OF Cameron

KNOW ALL MEN BY THESE PRESENTS: That Ziwa Corporation

1952 S. Price Rd of the City of Brownsville

County of Cameron, and State of Texas, as Principal (hereinafter referred to as the "Principal"), and

Great American Insurance Company, P.O. Box 2119, Cincinnati, OH 45202

authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Cameron County Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of

One Million One Hundred Eighty Two Thousand Five Hundred Ninety Eight and 22/100----- Dollars

(\$1,182,598.22) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority, dated the 31st day of October, 2024, to Los Indios Land Port of Entry

Export Dock Renovation

(hereinafter referred to as the "Contract"), which said Contract and the Contract Documents incorporated therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed there under, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder or to the other Contract Documents accompanying the same.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this 31st day of October, 2024.

Ziwa Corporation

PRINCIPAL

By:

SIGNATURE

NAME & TITLE

1952 S. Price Rd, Brownsville, TX 78521

ADDRESS

(956) 542-8167

PHONE NUMBER

Great American Insurance Company

SURETY

By:

SIGNATURE

Christopher J. Hughston, Attorney-in-Fact

NAME & TITLE

P.O. Box 8550, Brownsville, TX 78526

ADDRESS

(956) 542-4387

PHONE NUMBER

The name and address of the Resident Agency of Surety is:

Hughston Insurance Agency, Inc.

P.O. Box 8550, Brownsville, TX 78526

(956) 542-4387

PHONE NUMBER

SIGNATURE OF LICENSED LOCAL RECORDING
AGENT appointed to countersign on behalf of Surety
(Required by Art. 21.09 of the Insurance Code)

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

LOS INDIOS LAND PORT OF ENTRY

EXPORT DOCK RENOVATION

WARRANTY BOND

Bond #CA5847253

STATE OF TEXAS
COUNTY OF Cameron

KNOW ALL MEN BY THESE PRESENTS, that the Ziwa Corporation
a _____, as "Principal" and Great American Insurance Co., as "Surety" or as "Co-Sureties",
authorized under the laws of the State of Texas to act as Surety on bonds for principals are held and firmly bound
unto Cameron County Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of
One Million One Hundred Eighty Two Thousand Five Hundred Ninety Eight & 22/100--- Dollars
(\$1,182,598.22) for the payment whereof, the said Principal and Surety bind themselves, their heirs,
administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with Cameron County Regional Mobility
Authority, dated
the 31st day of October, 2024, to Los Indios Land Port of Entry
Export Dock Renovation (hereinafter referred to as the "Contract"), which
said Agreement, along with the Contract Documents referenced therein are hereby referred to and made a part hereof
as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall promptly and
faithfully perform all of its warranty obligations under the Contract Documents, as they may be amended or
supplemented, including without limitation the fulfillment of all Warranties, and payment of claims, subcontractors,
suppliers, materialmen and mechanics, then this obligation shall be null and void; otherwise this obligation shall
remain in full force and effect, it being expressly understood and agreed that the liability of Surety for any and all
claims hereunder shall in no event exceed the Bonded Sum.

The following terms and conditions shall apply with respect to this bond:

1. The Contract Documents are incorporated by reference herein.
2. Surety's obligations under this Bond shall include the Principal's obligation to pay its subcontractors,
suppliers, materialmen and mechanics for warranty-related work or supply.

3. The guarantees contained herein shall survive one year after the final completion of the construction called for in the Contract Documents.
4. Whenever Principal shall be, and is declared by the Cameron County Regional Mobility Authority and or representatives to be, in default with respect to its warranty obligations under the Contract Documents, provided that the Cameron County Regional Mobility Authority is not then in material default thereunder, Surety shall promptly take one of the following actions with the consent of the Cameron County Regional Mobility Authority .
 - a. arrange for Principal to perform and complete the warranty obligations of this Agreement.
 - b. complete the Warranty Work in accordance with the terms and conditions of the Contract Documents then in effect, through its agents or through independent contractors.
 - c. obtain bids or negotiated proposals from qualified contractors acceptable to the Cameron County Regional Mobility Authority for a contract for performance and completion of the Warranty Work (as defined in the Agreement), through a procurement process approved by the Cameron County Regional Mobility Authority, arrange for a contract to be prepared for execution by the Cameron County Regional Mobility Authority and the contractor selected with the Cameron County Regional Mobility Authority's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Agreement; or
 - d. waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, (i) after investigation, determine the amount for which it may be liable to the Cameron County Regional Mobility Authority and, as soon as practicable after the amount is determined, tender payment therefore to the Cameron County Regional Mobility Authority, or (ii) deny liability in whole or in part and notify the Cameron County Regional Mobility Authority citing reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Cameron County Regional Mobility Authority to Surety demanding that Surety perform its obligations under this Bond, and the Cameron County Regional Mobility Authority shall be entitled to enforce any remedy available to the Cameron County Regional Mobility Authority. If Surety proceeds as provided in Subparagraph 4.d, and the Cameron County Regional Mobility Authority refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice the Cameron County Regional Mobility Authority shall be entitled to enforce any remedy available to the Cameron County Regional Mobility Authority.
6. After the Cameron County Regional Mobility Authority has terminated the Principal's right to complete the Agreement, and if Surety elects to act under Subparagraph 4.a, 4.b, or 4.c above, then the responsibilities of Surety to the Cameron County Regional Mobility Authority shall not be greater than those of the Principal under the Agreement, and the responsibilities of the Cameron County Regional Mobility Authority to Surety shall not be greater than those of the Cameron County Regional Mobility Authority under the Agreement. To the limit of the Bonded Sum, but subject to commitment of the unpaid balance to mitigation costs and damages on the Agreement, Surety is obligated without duplication for:

- a. the responsibilities of the Principal for correction of defective work; and
 - b. actual damages, including additional legal, design professional and delay costs resulting from Principal's default, and resulting from the actions or failure to act of Surety under Paragraph 4.
 - c. Liquidated Damages under the Agreement.
7. No alteration, modification or supplement to the Warranty provisions of the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond. Surety waives notice of any alteration, modification, supplement or extension of time.

IN WITNESS WHEREOF, the said Principal and Surety have caused this bond to be executed and delivered this 31st day of October, 2024.

Ziwa Corporation

PRINCIPAL

By:

SIGNATURE

NAME & TITLE

1952 S. Price Rd., Brownsville, TX 78521

ADDRESS

(956) 542-8167

PHONE NUMBER

Great American Insurance Company

SURETY

By:

SIGNATURE

Christopher J. Hughston

NAME & TITLE

P.O. Box 8550, Brownsville, TX 78526

ADDRESS

(956) 542-4387

PHONE NUMBER

The name and address of the Resident Agency of Surety is:
Hughston Insurance Agency, Inc.

P.O. Box 8550, Brownsville, TX 78526

(956) 542-4387

PHONE NUMBER

SIGNATURE OF LICENSED LOCAL RECORDING
AGENT appointed to countersign on behalf of Surety
(Required by Art. 21.09 of the Insurance Code)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 15621

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name | Address | Limit of Power |
|-------------------------|--------------------|----------------|
| RAY HUGHSTON | ALL OF | ALL |
| DAVID C. HUGHSTON | BROWNSVILLE, TEXAS | \$100,000,000 |
| CHRISTOPHER J. HUGHSTON | | |
| PEGGY GONZALEZ | | |
| MARY EDWARDS | | |
| MORGAN B. HUGHSTON | | |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13TH day of FEBRUARY, 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

My L C. B.

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 13TH day of FEBRUARY, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 31st day of October, 2024.



My L C. B.

Assistant Secretary



**Great American Insurance Company of New York
Great American Alliance Insurance Company
Great American Insurance Company**

IMPORTANT NOTICE:

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
FAX: 1-512-475-1771

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it by certified or registered mail to the following address:

Mailing Address: Great American Insurance Company
P.O. Box 2119
Cincinnati, Ohio 45202

Physical Address: Great American Insurance Company
301 E. Fourth Street
Cincinnati, Ohio 45202

You may also contact the Great American Insurance Company Claim office by:

Fax: 1-888-290-3706
Telephone: 1-513-369-5091
Email: bondclaims@gaic.com

PREMIUM OR CLAIM DISPUTES:

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|--|
| PRODUCER Hughston Insurance Agency, Inc. PO Box 8550 Brownsville TX 78526 | CONTACT NAME: Camille Atkinson PHONE (A/C, No, Ext): (956) 542-4387 FAX (A/C, No): (956) 542-8335 E-MAIL: camille@hiains.net ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins. Compa 19445 INSURER B: Travelers Property Casualty In 36161 INSURER C: United Fire Lloyds 43559 INSURER D: INSURER E: INSURER F: |
|---|--|

COVERAGES ME **CERTIFICATE NUMBER:** Cert ID 4523 (16) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|--------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | 4673961 | 09/01/2024 | 09/01/2025 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 3326255 | 09/01/2024 | 09/01/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | CUP-9R81942A-24-NF | 09/01/2024 | 09/01/2025 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Products-Comple \$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | 16433039 | 09/01/2024 | 09/01/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Builders Risk | | | 46314419 | 06/28/2024 | 06/28/2025 | Any One Jobsite \$ 8,500,000 \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Los Indios Land Port of Entry Export Dock Renovation, Project No. 2024-003
Additional insured is provided on General Liability as per endorsements CG2010 (12/19) and CG2033 (12/19), including Completed Operations per endorsement CG2037 (12/19), as required by written contract. Primary and Non-Contributory, as required by written contract.
Waiver of Subrogation is provided on General Liability as per endorsement CG2404 (12/19); on Business Auto as per endorsement 62897 (06/95) and on Workers Compensation policy as per endorsement WC420304B (06/14), as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| Cameron County Regional Mobility Authority 3461 Carmen Avenue Rancho Viejo TX 78575 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|---|

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**2-K CONSIDERATION AND APPROVAL OF AMENDMENT NO.
2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY AND R.R.P. CONSULTING ENGINEERS, L.L.C.
FOR THE WEST BLVD. PROJECT.**

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
AND R.R.P. CONSULTING ENGINEERS, L.L.C.**


This Amendment to that certain "Professional Services Agreement" dated May 10, 2018, that was amended by Amendment #1 dated January 31, 2020, between Cameron County Regional Mobility Authority (the "Authority") and another engineering company, which divested a portion of its assets to R.R.P. Consulting Engineers, L.L.C. ("Engineer"), is made for the purpose of amending the not-to-exceed value of the Agreement as well as expanding the Services provided by the Engineer under the Agreement.

The parties therefore agree to amend the Agreement, as follows:

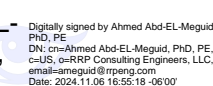
1. Section 3.1 of the Agreement is hereby amended in its entirety to state, as follows:
"3.1 The total not-to-exceed (NTE) value of the Agreement is the amount of NINE HUNDRED TWENTY-NINE THOUSAND ONE HUNDRED SEVENTY-ONE AND 71/100 DOLLARS (\$929,171.71) an increase of \$238,626.78 based on the attached fee estimate to be paid in accordance with the provisions herein. The Engineer exceeds the NTE amount at its own risk. The Authority reserves the right to amend this amount (increase/decrease) at any time during the Agreement when the Authority determines, in its sole discretion, that doing so is in its best interests. The foregoing right includes the Authority requiring the Engineer to modify the Services by executing an amendment or other supplemental agreement."
2. The documents attached hereto as Exhibit 1 and incorporated by reference shall be added as part of Exhibit 1 to the Agreement.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

By their signatures below, the parties to the Agreement evidence their agreement to this Amendment.

**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

By: 
Frank Parker, Jr.
Chairman
Date: 10/31/24

R.R.P. CONSULTING ENGINEERS, L.L.C.

Ahmed Abd-EL-Meguid, PhD, PE
By: 
Ahmed Abd-EL-Meguid, PhD, PE
Vice President
Date: 11/6/2024

Digitally signed by Ahmed Abd-EL-Meguid, PhD, PE
DN: cn=A Ahmed Abd-EL-Meguid, PhD, PE,
c=US, o=RRP Consulting Engineers, LLC,
email=ameguid@rrpeng.com
Date: 2024.11.06 16:55:19 -06'00'

EXHIBIT 1

AUTHORITIES RESPONSIBILITIES

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

GENERAL

The Authority will provide to the Engineer the following:

1. Provide Engineer with a Notice to Proceed.
2. Payment for work performed by the Engineer and accepted by Authority in accordance with this Agreement.
3. Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
4. 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.
5. The Authority will negotiate and approve all change orders and other contract revisions that the Authority finds necessary or convenient to accomplish the construction activities for the Project. For change orders and other contract revisions that affect prior environmental approvals or result in non-conformity with the specifications and standards agreed upon for the Project, the Authority must assess any potential environmental effects and any additional or revised environmental permits, issues, coordination, mitigation, and commitments required as a result of the contract revisions.
6. Coordinate with TDLR for Final Review of pedestrian elements.
7. Advertise project for bidding.

EXHIBIT 1
SERVICES TO BE PROVIDED BY THE GEC
West Boulevard APD & PS&E

County: Cameron
Highway: West Boulevard
Limits: From FM 3248 To FM 802
Project Length: Approximately 1.8 miles
Location Map:



SCOPE DETAILS

Cameron County Regional Mobility Authority (AUTHORITY) has initiated the Advanced Project Development (APD) for the proposed construction of West Boulevard (Blvd) in Cameron County. The work conducted under this work authorization consists of the preparation of a Categorical Exclusion (CE), Schematic and Preliminary Drainage Study.

This work authorization includes Project Administration and Coordination, preparation of a CE and Schematic, and activities required to afford local stakeholders an opportunity to provide comments on the proposed project.

The proposed West Boulevard (Blvd) project would consist of constructing a two-lane urban roadway from FM 3248/Alton Gloor Blvd to FM 802/Ruben M. Torres Blvd, a distance of approximately 1.8 miles. The proposed project would be constructed within a 100-foot-wide

right-of-way (ROW) of a former railroad which currently contains a 12-foot-wide shared use path. The proposed roadway would be constructed parallel to the shared use path and would consist of two 12-foot-wide lanes in each direction, 10-foot-wide shoulders, and a 5-foot-wide sidewalk adjacent to the proposed roadway on the east (northbound) side. The proposed roadway would be separated from the shared use path by a 10-foot-wide landscape area. At select locations within the project limits, outside shoulders would be reduced to 3 feet in width and a 14-foot-wide left turn lane would be located between the two travel lanes. The proposed roadway would intersect West Morrison Road, a four-lane divided roadway, at a point approximately 0.75 mile south of FM 3248; at this intersection, a 14-foot-wide left turn lane would be added to West Morrison Road in each direction (eastbound and westbound).

Although the project would consist of a new location roadway, the evaluation of preliminary location alternatives is constrained by the size and location of the former railroad ROW. Therefore, the only alternatives considered for this project include a build alternative and a no-build alternative.

The General Engineering Consultant (GEC) shall complete the project as outlined in Exhibit C, Work Schedule, and will function as an extension of the AUTHORITY'S resources by providing qualified technical and professional personnel, by conducting the tasks described herein, and by meeting the requirements and responsibilities outlined under the terms of this Exhibit A, Scope of Work. The GEC shall minimize the AUTHORITY'S need to apply its own resources to assignments authorized to the maximum extent practicable.

The scope of work for the West Blvd project is described below.

TASK 110 – PRELIMINARY ENGINEERING

TRAFFIC PROJECTIONS

This scope assumes an Option B delivery method for traffic projections in which GEC acts as extended staff to TxDOT's Transportation Planning and Programming Division (TPP). TPP will have the ultimate review and approval authority on all products developed under this scope of services. All products will be developed based on TPP's Standard Operating Procedures (SOP) for the development of traffic projections. GEC has followed the TPP SOP on TxDOT traffic projections work and understands its requirements. The official request for Option B must be submitted by the Authority to TxDOT/TPP through the TxDOT district.

Study Methodology

GEC will follow the methodology outlined in TPP's SOP for the development of traffic projections under Option B. The steps typically included in the process are as follows:

1. Develop the traffic projections methodology (TPM) memorandum (including initial STARS II review and development of historical traffic volumes and traffic factors) and submit it to TPP for review and approval.
2. Develop the traffic projections (TP) based on the TPP approved methodology and submit the memorandum for TPP's review and approval.

GEC has no control over the time required for this process and TPP's review, response, and approval of submittals and memoranda.

Task 1: Review of Existing Information and Data Collection

GEC will first review all relevant available documentation regarding the Project (including the previous analysis that was performed). To determine historical traffic growth patterns, GEC will review/analyze historical traffic counts on the major roadways within the study area from TxDOT's Traffic Count Database System (TCDS), in the form of annual average daily traffic (AADT) counts. The base year (2022) traffic volumes (or newest volumes) of the Project and historical traffic within the study area will be extracted from this data source. Also, the Project would require the collection of three 24-hr bi-directional tube counts, one each on FM 3248, Morrison Rd, and FM 802 (Rueben M. Torres Sr Rd) and the compilation and review of the data.

Task 2. Estimate Future Development

The Project traverses an area that is presently zoned Single Family Residential Regional Center, and Residential Suburban in the City of Brownsville's Interactive Zoning Map. However, there is quite a bit of land that is currently undeveloped surrounding the corridor and a parcel adjacent to the north edge of the corridor that is a Planned Development District. GEC will review development plans in the corridor and utilize the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th edition to estimate future demands. Review LRGV models. Review of the 2019 Traffic Projection study.

Task 3: Develop Traffic Projections

GEC will develop traffic projections using the TxDOT/TPP SOP. AADT forecasts will be developed for the opening year, horizon year (opening year +20), and pavement design year (opening year +30). GEC will use the planned opening year (TBD) of the Project. GEC will develop traffic projection line diagrams.

Task 4: Documentation

As mentioned above, GEC will prepare three memoranda as follows:

- 1) TPP Option B Request letter and accompanying documentation.
- 2) TPP Traffic Projections Methodology memo.
- 3) TPP Traffic Projections memo.

After review by the Authority, GEC will address any comments/questions, revise the draft memoranda as needed, and the Authority will submit the documents to TPP for action/approval. GEC would address any comments that TPP provides.

TASK 120 – SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES

TASK 120.01 – FIELD INVESTIGATIONS

The GEC shall conduct environmental investigations and field studies necessary to complete all technical reports, forms, etc., required to support the clearance of the proposed project by the Texas Department of Transportation (TxDOT) Environmental Affairs Division (ENV) as a Categorical Exclusion (CE) under the National Environmental Policy Act (NEPA) and implementing regulations.

Initial field investigations will involve up to three (3) environmental scientists and encompass up to four (4) days and three (3) overnight stays per scientist. One follow-up field investigation, if required, will involve two (2) environmental scientists and encompass up to three (3) days and two (2) nights per scientist. This scope of work assumes that all areas of the proposed project ROW will be accessible for field investigations, and that no requests for right-of-entry will be required from property owners.

The GEC shall additionally conduct desk-based reviews of the project area by obtaining and reviewing publicly available data pertinent to the condition of the human and natural environment in the project area.

Prior to the initiation of field investigations, the AUTHORITY shall provide the GEC with available project data including available field survey results, correspondence, and documentation of coordination with resource and/or regulatory agencies. The GEC understands that the AUTHORITY or TxDOT may choose to lead selected agency coordination efforts.

Deliverables:

- Field notes and photographs will be incorporated into the technical documentation as appropriate.

TASK 120.02 – CATEGORICAL EXCLUSION AND TECHNICAL DOCUMENTATION

The GEC shall prepare technical documentation (reports, forms, etc.) that satisfies the requirements of a CE under 23 CFR 771.117(c)(22). All technical documentation will be completed using current TxDOT templates and toolkits. All environmental documents shall be submitted to the AUTHORITY and TxDOT electronically though a reasonable number of hardcopies shall be accommodated upon request.

The GEC shall complete a formal request for the proposed project to be classified as a CE using current TxDOT templates and guidance. The formal request would consist of an Open-Ended (d) Categorical Exclusion Classification Request Form or other TxDOT document, if applicable, with attached supporting documentation including project location maps, color site photographs, and other documents as appropriate.

Deliverables:

- Open-Ended (d) Categorical Exclusion Classification Request Form with supporting documentation

Subtask 120.02.01 – Social and Economic Impacts

The GEC shall identify and evaluate the social and economic impact of the proposed project. The GEC shall use appropriate data sources, such as US Census Bureau data, windshield surveys, maps, and aerial photographs to determine existing conditions in the project area and the potential for social and economic impacts. Potential social and economic impacts to be documented include:

- a) Demographics (population, ethnic/racial distribution, income) based on the most recent census or projections therefrom.

- b) Land uses in the project area (commercial, agricultural, community services, etc.).
- c) Other potential impacts identified in studies of social/economic impacts.

The GEC shall identify potential displacements, potential replacement housing or other replacement sites and racial, ethnic, and income levels of affected individuals and communities, in order to determine any disproportionate impacts on minority, limited English proficiency, or low-income individuals or communities (i.e., Environmental Justice populations). Social and economic studies shall fulfill the requirements of Executive Order 12898 (on Environmental Justice).

The GEC shall conduct a Community Impacts Assessment, including displacements, changes to access and travel patterns, changes to community cohesion, Environmental Justice Analysis in accordance with Executive Order 12898, and limited English proficiency analysis in accordance with Executive Order 13166. The GEC shall conduct an analysis sufficient to meet the requirements of Federal Highway Administration (FHWA) Technical Advisory T 6640.8A. The Community Impacts Assessment shall follow guidance provided in TxDOT's *Environmental Handbook for Community Impacts, Environmental Justice, Limited English Proficiency and Title VI*.

Deliverables:

- Community Impacts Assessment Technical Report Form

Subtask 120.02.02 – Water Resources

The GEC shall document compliance with laws and regulations concerning the management of water resources in accordance with TxDOT's *Environmental Handbook for Water Resources*. Additionally, the GEC shall determine whether the proposed project requires any of the following permits related to water resources:

- a) Texas Pollutant Discharge Elimination System (TPDES)
- b) State water quality certification under Section 401 of the Clean Water Act (CWA)
- c) Nationwide or Individual Permit under Section 404 of the CWA.

120.02.02.01 – Surface Water

The GEC shall assess surface water features within the project area (e.g., streams, ponds, drainage ditches, etc.) Surface drainage and the water quality of surface waters would be additionally assessed as needed. Impacts to surface waters would be assessed. The Texas Commission on Environmental Quality (TCEQ) Section 303(d) list of impaired waters would be reviewed to evaluate the potential for the proposed project to adversely affect impaired waters.

120.02.02.02 – Waters of the US, including Wetlands

Section 404 of the CWA regulates the discharge of dredged or fill material into waters of the US, including certain wetlands. The US Army Corps of Engineers (USACE) administers the permitting program for actions under Section 404 of the CWA. The GEC shall prepare the delineation of waters of the US, including wetlands, for areas within the project area. The delineation would be conducted in accordance with the 1987 Corps of Engineers Wetland Delineation Manual and the appropriate Regional Supplement.

The GEC shall collect background data (i.e., aerial/color infrared aerial photographs, topographic data, etc.) prior to the field investigation. For any areas of the project ROW that are inaccessible, the GEC shall use other available resources such as the Natural Resources Conservation Service (NRCS) *Web Soil Survey*, aerial photography, topographic maps, and National Wetland Inventory (NWI) data to remotely delineate wetlands to the extent practicable.

The wetland delineation would consist of staking and mapping identified waters of the US, including wetlands and other special aquatic sites. Under normal circumstances, wetlands must possess three essential characteristics: hydrophytic vegetation, wetland hydrology, and hydric soils. Indicators of these characteristics would be documented in the wetland areas, as well as in the nearby upland areas, to determine the presence or absence of wetland characteristics. Waters of the US shall be delineated in the field and recorded using hand-held Global Positioning System (GPS) technology with sub-meter accuracy. Areas extending beyond the project ROW will be noted but not delineated during the field investigation. Wetland data forms shall be completed at vegetative community changes within the project area and/or at defined geographic intervals to determine the geographical boundary of a wetland or the ordinary high-water mark of a water body.

The GEC shall draft a water features delineation report, following the current TxDOT template, which summarizes the methods and results of the delineation activities as well as associated mapping (i.e., vicinity, site location, topography, aerial photograph, LiDAR, soils, floodplains, NWI, etc.), site photographs, wetland data point locations, acreage summary tables, and other supporting data (e.g., antecedent precipitation data).

Deliverables:

- Surface Water Analysis Form
- Water Features Delineation Report
- Section 404/10 Impacts Table

Subtask 120.02.03 – Biological Resources

The GEC shall assess project-related impacts to vegetation, protected species, and their habitats and include a description of any unusual vegetation features or noteworthy habitat types identified during field investigations. Vegetation and plant communities shall be identified using the Texas Parks and Wildlife Department (TPWD) Ecological Mapping System of Texas (EMST) data.

For the purposes of this work authorization, protected species shall include:

- a) Species listed by the US Fish and Wildlife Service (USFWS) as threatened, endangered, or proposed for listing as threatened or endangered. (50 CFR 17.11-12).
- b) Species that are candidates for review or listing by the USFWS as threatened or endangered, as per the most recently updated list in the *Federal Register*.
- c) Species listed by the TPWD as threatened, endangered, or as species of greatest conservation need as reflected in the most recently updated Annotated List of Rare Species for Cameron County.
- d) Species protected by the Migratory Bird Treaty Act (50 CFR 10.13).

The GEC shall examine existing data to determine the likelihood that protected species, their habitat, or designated critical habitat (50 CFR 17.94-95) could be impacted by the proposed project and shall report findings in the appropriate technical documentation. Existing data shall include the records of the TPWD Natural Diversity Database. The GEC shall not conduct species-specific presence/ absence surveys for protected species or critical habitat. If required, presence/absence and/or critical habitat surveys would be conducted under a supplemental work authorization.

The GEC shall conduct an analysis of existing wildlife habitat within the project ROW and adjacent areas, as well as any potential project-related impacts to wildlife habitat. If the GEC encounters protected species or habitat for protected species during the field investigation, the GEC shall notify the AUTHORITY immediately.

If special habitat features are present, additional details shall be included in the description to clearly describe the feature(s) and to explain why the feature(s) should be regarded as special. Special habitat features include, but are not limited to:

- a) Bottomland hardwoods,
- b) Caves,
- c) Cliffs and bluffs,
- d) Native prairies (particularly those with climax species of native grasses and forbs),
- e) Ponds (temporary or permanent, natural or artificial),
- f) Seeps or springs,
- g) Snags (standing dead trees) or groups of snags,
- h) Water bodies, and
- i) Existing bridges with known or easily observed bird or bat colonies.

The habitat analysis shall contain a description of anticipated impacts to vegetation. The description of anticipated impacts shall be based on impacts that can be predicted as a result of construction activities and the type of roadway facility proposed for the project. If lack of access limits field observations for the habitat areas, existing published sources and unmanned aerial systems shall be used to estimate the location and extent of habitat areas. The description of vegetation shall include the acreage for each EMST vegetation type observed.

Deliverables:

- Species Analysis Form
- Species Analysis Spreadsheet
- Documentation of TPWD Best Management Practices

Subtask 120.02.04 – Hazardous Materials

The GEC shall conduct an Initial Site Assessment (ISA) for potential hazardous materials impacts for the proposed project area in accordance with TxDOT's *Environmental Handbook for Hazardous Materials*. The ISA shall determine the potential for encountering hazardous materials in the general project area, including possible environmental liability, increased handling requirements (e.g., soil or groundwater), and potential construction worker health and safety issues.

The completed ISA shall include, as applicable, copies of search reports including maps depicting the locations of potential or recorded hazardous materials sites, copies of agency file information, photographs, recommendations, and any other supporting information gathered by the GEC to complete the ISA.

Should the findings of the ISA conclude that additional investigation, special considerations, or other commitments are required during future stages of project development, the GEC shall review those findings and commitments with the AUTHORITY.

Deliverables:

- Hazardous Materials Initial Site Assessment (ISA) with supporting documentation

Subtask 120.02.05 – Cultural Resources

The GEC, through Stantec Consulting Services, Inc. (subconsultant), shall conduct investigations designed to satisfy all applicable cultural resource laws and regulations. This subtask shall include a review of records from the Texas Archaeological Research Laboratory (TARL) available on the Texas Historical Commission's (THC) online Texas Archaeological Sites Atlas (Atlas) to identify previously recorded surveys for cultural resources.

All work on the proposed project related to cultural resources shall be conducted in accordance with TxDOT's *Guidance: Historical Studies Review Procedures* and *Environmental Handbook for Historic Properties*.

120.02.05.01 – Archeological Survey

The subconsultant's cultural resources personnel will conduct database searches of the Atlas and TARL to identify previously documented archeological sites, cemeteries, historical markers, properties, and districts listed in the National Register of Historic Places (NRHP), and State Antiquities Landmarks (SALs). Results of the search will be integrated with soil information, topographic maps, aerial photographs, and other appropriate data sources to develop an archeological background study that conforms to TxDOT's standards. The background study will include the entire proposed project ROW as well as land within one kilometer (approximately 0.62 mile) of the proposed project ROW. Because the proposed project will not require new right of way, it is not anticipated that field investigations for archeological deposits will be required.

A draft Archeological Background Study shall be submitted first to the GEC for comments; these comments shall be incorporated into a revised draft report to be submitted to the THC for review, with a concurrent submittal to the THC via the online E-Trac portal. The AUTHORITY shall also review the submittal prior to submission to the THC.

120.02.05.02 – Historic Resources Survey

The subconsultant's cultural resources personnel shall conduct database searches of the Atlas to identify properties and districts listed in the NRHP, National Historic Landmarks (NHLs), SALs, Registered Texas Historic Landmarks, TxDOT's previously surveyed historic districts and properties, and historic bridges. All information shall be presented in the standard Historic Project Coordination Request (PCR) form using the current TxDOT template. The GEC shall provide the

subconsultant with site photographs of the proposed project ROW, as needed, to supplement the database searches. Because the proposed project would not require the acquisition of new ROW, it is not anticipated that field investigations for historic resources will be required.

A draft Historic PCR shall be submitted first to the GEC for comments; these comments shall be incorporated into a revised draft Historic PCR to be submitted to the AUTHORITY for review. The AUTHORITY shall also review the submittal prior to submission to TxDOT Environmental Affairs Division (ENV).

The following assumptions and exclusions shall apply to Subtask 120.02.05:

- a) Assumes a total project length of approximately 1.8 miles within a 100-foot-wide ROW.
- b) Assumes that the project ROW is publicly accessible. If access is not available to any portion of the project area, a reasonable and good-faith effort shall be made to document inaccessible parcels from accessible areas.
- c) The following services shall be excluded and, if required or requested by TxDOT and/or the AUTHORITY, provided under a separate work authorization:
 - 1) NRHP nominations,
 - 2) Historic American Buildings Survey and/or Historic American Engineering Record documentation,
 - 3) archeological testing or data recovery, and
 - 4) evaluation/coordination/removal of human remains.

Deliverables:

- Archeological Background Study
- Historic PCR

Subtask 120.02.06 – Traffic Noise Analysis

The GEC shall complete a traffic noise analysis using the FHWA Traffic Noise Model® (TNM®), Version 2.5, in accordance with the TxDOT Traffic Noise Policy Implementation (Version 2) and related guidance. Noise analysis shall be conducted for the preferred alternative. The GEC, subconsultant, or TxDOT shall develop predicted (future) traffic data and additional information (e.g., k-factor, directional split/distribution, percent trucks—light/medium/heavy, annual average daily traffic, design hourly volume, etc.) required for inclusion in the TNM®. The results of the traffic noise analysis shall be documented in a Traffic Noise Analysis Report prepared using the TxDOT template appropriate to the results (no impact, impact with proposed abatement, impact with no proposed abatement).

The GEC shall identify representative receivers that may be impacted by project-related traffic noise and may benefit from feasible and reasonable noise abatement. The GEC shall determine existing and predicted noise levels for representative receivers through the following process. The GEC shall:

- a. Conduct field measurements of existing ambient noise levels. Field measurements are anticipated to be collected in up to three (3) locations along the preferred alternative.
- b. Conduct computer modeling of existing noise levels and predicted (future) noise levels.

- c. Identify impacted receivers in accordance with TxDOT's absolute and relative impact criteria.
- d. Consider and evaluate all required noise abatement measures for impacted receivers in accordance with the feasible and reasonable criteria.
- e. Propose noise abatement measures, if required, that are both feasible and reasonable.
- f. Determine predicted (future) noise impact contours for adjacent undeveloped properties where development is likely to occur.

Deliverables:

- Traffic Noise Analysis Report

TASK 120.03 – PUBLIC INVOLVEMENT ACTIVITIES

All public involvement activities for the proposed project shall be conducted in accordance with 43 TAC 2.41-2.52, 23 CFR 771, NEPA, and TxDOT's current policies, procedures, guidance, and document templates.

Subtask 120.03.01 – Meeting with Affected Property Owners (MAPO)

The GEC shall conduct up to four (4) MAPOs with landowners potentially impacted by the proposed project. A MAPO summary, following TxDOT guidance, shall be completed following the MAPO for documentation purposes. Items discussed in the MAPO (e.g., land use, ROW, noise, etc.) shall be documented.

Subtask 120.03.02 – Notice and Opportunity to Comment

The GEC shall prepare a Notice and Opportunity to Comment (NOC) on the proposed project using the current TxDOT template. The NOC shall be provided to the AUTHORITY and TxDOT for review and approval; following approval, the NOC shall be mailed via first-class mail to the following required recipients:

- a) Owners of real property that would be acquired.
- b) Owners of real property that is adjacent to the proposed project.
- c) Affected local governments and public officials.

A comment period shall be established beginning three (3) days after the NOC is mailed to the required recipients and ending 15 days afterward (i.e., 18 days after the NOC is mailed). Comments received in response to the NOC during the established comment period shall be addressed and documented by the GEC in a comment-response matrix prior to the environmental decision on the proposed project by TxDOT ENV.

Following the conclusion of the comment period and the completion of the comment-response matrix, the GEC shall prepare documentation of the NOC in accordance with the current TxDOT guidance and provide the documentation to the AUTHORITY.

Deliverables:

- MAPO summary (if MAPO requested by landowners)
- Documentation of NOC

Subtask 120.03.03 – Noise Workshop

If traffic noise abatement measures are proposed for the West Blvd project following the results of the traffic noise analysis (see Subtask 120.02.06), the CEC shall prepare and present one (1) noise workshop which shall be conducted according to TxDOT's Guidance: Traffic Noise Policy Implementation. The purpose of the noise workshop shall be to solicit viewpoints of the property owners and residents associated with proposed noise abatement measures. The noise workshop shall be held after the CE determination for the proposed project is approved by TxDOT ENV; however, informal coordination with property owners (e.g., in response to the NOC) may be conducted earlier.

The noise workshop shall be held at a location in close proximity to the proposed project ROW. The GEC shall prepare solicitation materials which provide details on the proposed project in sufficient detail that the recipient of the solicitation materials may make an informed decision to vote for or against a proposed noise abatement measure. Solicitation materials will include the following information:

- An invitation to the noise workshop with the date, time, and location
- A description of the noise abatement measure(s) under consideration
- A description of the traffic noise effects with and without the proposed noise abatement measure
- A description of the process that TxDOT will follow to make a decision on whether to implement/construct the proposed noise abatement measure
- A ballot which the recipient of the solicitation materials may fill out to vote for a noise abatement measure and submit to TxDOT

The GEC shall provide solicitation materials to the noise workshop to each property (noise receptor) that may benefit from noise abatement measures, as determined by the traffic noise analysis, at least two weeks prior to the noise workshop.

After completion of the noise workshop and associated voting, the GEC shall prepare documentation of the noise workshop. The Documentation of Noise Workshop shall summarize the results of voting and compile the supporting noise workshop materials into a package for submittal to the AUTHORITY and TxDOT.

Deliverables:

- Mailing list and map of impacted noise receptors
- Noise workshop solicitation materials
- Documentation of Noise Workshop

EXCLUSIONS

The following items are specifically excluded from this scope of work and, if required or requested, shall be subject to a separate work authorization as Special Services:

- Alternatives analysis.
- Archeological field investigations (e.g., shovel testing) and data recovery.
- Bicycle/pedestrian connectivity study.
- Biological Assessment preparation.

- Construction Emissions Mitigation Plan.
- Coordination with resource/regulatory agencies
- Disposal or transportation of any hazardous waste that is encountered during site investigations.
- Emergency Response Control Pollution Plan.
- Essential Fish Habitat Assessment.
- Hazardous materials investigations beyond the level of an ISA (i.e., Phase II/III environmental site assessments).
- Incidental Take Permit activities.
- Indirect and Cumulative Impacts analysis.
- Mitigation Plan for impacts to waters of the US, including wetlands.
- Nationwide Permit Pre-Construction Notifications or applications for Individual Permits under the CWA.
- NEPA compliance documentation beyond the level of a CE (e.g., Environmental Assessment).
- Public Meeting/Hearing and Summaries.
- Project newsletter or project website development.
- Quantitative analysis of Mobile Source Air Toxics.
- Section 4(f) and/or Section 6(f) evaluations.
- Species-specific Subject Matter Experts for individual critical habitat or species analyses.
- Storm Water Pollution Prevention Plan.
- TCEQ Clean Water Act Section 401 state water quality certification.
- US Coast Guard Bridge Permit application.
- Wetland/Stream mitigation and/or mitigation plan.
- Visual/Aesthetic impacts analysis.

TASK 130 – RIGHT-OF-WAY DATA

TASK 130.01 – Right-Of-Way Surveys (15.1.1)

This includes the performance of surveys to establish land boundaries, preparation of parcel descriptions and parcel plats, and the preparation of right-of-way (ROW) maps.

The Surveyor shall prepare:

- A. boundary surveys and create Property Descriptions (metes and bounds plus plats);
- B. create GIS files for ROWD/ Real Property Asset Map system; and

The standards and deliverables are detailed in Chapter 4, Section 8 of the TxDOT ROW Preliminary Procedures for the Authority to Proceed Manual, and the checklist provided by the Authority.

Property Description:

The Surveyor shall prepare a Property Description(s) for each parcel or tract in the form of a preliminary and a final deliverable(s). Each part of a Property Description shall be signed and sealed by an RPLS. The Surveyor shall prepare preliminary Property Description(s)- for review by the State.

Metes and bounds descriptions:

The Surveyor shall prepare a metes and bounds description for each parcel of land to be acquired. The Surveyor shall follow the standard formats for metes and bounds descriptions that TxDOT has developed. If requested by the Surveyor, the State will provide copies of the standard formats for metes and bounds descriptions for all purposes of the work authorizations.

Parcel plats:

The Surveyor shall prepare a parcel plat for each parcel of land to be acquired. The Engineer shall follow the standard formats for parcel plats that the State has developed. If requested by the Engineer, the State will provide copies of the standard formats. Parcel plats must include all items of information shown on the ROW map that concerns the individual parcel.

The Surveyor shall prepare final deliverables:

The Surveyor shall set appropriate monuments on the proposed ROW lines at intersecting property lines, and at all points of curvature (PC), points of tangency (PT), angle points, and intersecting ROW lines of side streets.

The Surveyor shall prepare final, signed, sealed, and dated Property Descriptions.

ROW Mapping Deliverables

The Surveyor shall provide the following:

1. Scanned copies of the ownership documents and one D-size paper copy of the Abstract Map and the associated MicroStation graphics files for review purposes.
2. Field Survey Data
 - a. A spreadsheet of the property owners and right-of-entry information.
 - b. Scanned copies of the field notes, control data sheets, and a graphics file of all field survey data.
3. Property Description Submittals
 - a. Preliminary Property Description Submittals
One paper copy of the preliminary Property Description(s) for review purposes marked "Preliminary – Not to be used for recording purposes", and an electronic copy of each Property Description in PDF format. The ROW (ArcGIS) database template "ROW_Parcels_Edits" populated with the preliminary parcels, alignment, and project control points in ArcGIS 10.6.1 format or the current version in use by TxDOT.
 - b. Final Property Description Submittals
Two paper sets of the final Property Description(s) showing the metes and bounds descriptions and parcel plats, signed and sealed by a RPLS, and the associated electronic files in PDF and Word formats. Bentley MicroStation parcel plat graphics files and master reference files (MRF).

The ROW (ArcGIS) database template "ROW Parcels Edits" populated with the final parcels, final alignment, and project control points in ArcGIS 10.6.1 format or the current version in use by the State.

TASK 163 – Miscellaneous Roadway

TASK 163.01 – Specifications and General Notes

The Engineer shall identify necessary 2024 standard specifications, special specifications, special provisions, and the appropriate reference items. The Engineer shall prepare General Notes from the District's master list of General Notes, Special Specifications, and Special Provisions for inclusion in the plans and bidding documents. The Engineer shall provide General Notes, Special Specifications, and Special Provisions in the required format.

TASK 163.01 – Construction Estimate

The Engineer shall independently develop and report quantities necessary to construct the contract in standard State bid format at the specified milestones and final PS&E submittals. The Engineer shall prepare each construction cost estimate using Estimator or any approved method. The Engineer shall provide the estimate at each milestone submittal and quarterly in electronic format as per the Authorities discretion.

REFERENCES

1. Executive Order 12898. Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations. February 16, 1994.
2. Executive Order 13166. Improving Access to Services for Persons with Limited English Proficiency. August 11, 2000.
3. Federal Highway Administration. Technical Advisory T 6640.8A. Guidance for Preparing and Processing Environmental and Section 4(f) Documents. October 30, 1987.
4. Texas Department of Transportation. Bicycle Accommodation Design Guidance. April 2, 2021.
5. Documentation Standard: Pre-Construction Notification. July 2022.
6. Environmental Handbook for Air Quality. July 2021.
7. Environmental Handbook for Archeological Sites and Cemeteries. November 2014.
8. Environmental Handbook for Community Impacts, Environmental Justice, Limited English Proficiency and Title VI. December 2020.
9. Environmental Handbook for Ecological Resources. October 2018.
10. Environmental Handbook for Endangered Species Act. November 2020.
11. Environmental Handbook for Water Resources. August 2023.
12. Environmental Handbook for Hazardous Materials. July 2014.
13. Environmental Handbook for Public Involvement. April 2024.
14. Guidance: Historical Studies Review Procedures. May 2024.
15. Guidance: Reasonable Assurances for Water Resources Activities. June 2022.
16. Guidance: Traffic Noise Policy Implementation. September 2024.
17. Texas Parks and Wildlife Department, Wildlife Habitat Assessment Program. Beneficial Management Practices: Avoiding, Minimizing, and Mitigating Impacts of Transportation Projects on State Natural Resources. September 2021.

EXHIBIT 1 SCHEDULE OF WORK

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

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

A preliminary schedule for the completion of Task 120 (Social, Economic, and Environmental Studies) is provided below. This schedule is subject to change as the Project advances.

| | |
|--|---------------------|
| NOTICE TO PROCEED | Upon Execution |
| Field Investigations | 1 month from NTP |
| Traffic Modeling Update | 4 months from NTP |
| Community Impacts Assessment Technical Report Form | 2 months from NTP |
| Hazardous Materials Initial Site Assessment | 3 months from NTP |
| Water Features Delineation Report | 3.5 months from NTP |
| Archeological Background Study | 4 months from NTP |
| Noise Analysis | 5 months from NTP |
| Draft Categorical Exclusion Classification Request | 6 months from NTP |
| Notice and Opportunity to Comment | 6.5 months from NTP |
| Final Categorical Exclusion Classification Request | 7 months from NTP |
| Projected Letting | FY 2025 |
| PSA Completion | November 30, 2026 |

PROJECT: West Blvd APD & PS&E
 CLIENT: CCRMA
 CONTRACT: GEC Contract
 CSI: TBD
 COUNTY: Cameron
 RRP JOB NO.: U3048 - Amendment 2

EXHIBIT 1 -- FEE ESTIMATE

| | DESCRIPTION | FIRM | SERVICE | MAN-HOURS | | | | | | | | | | | | | | ESTIMATED FEE | TOTALS |
|-----|---|------------|---------|-----------|-------------------|-----------------|-----------------|------------------|-------------------|-------------------|-------------------|--------------------|-------------------|-------------|------------------------|----------------|-------------|---------------|--------------|
| | | | | Principal | Technical Advisor | Project Manager | Env Planner III | Env Scientist IV | Env Scientist III | Env Scientist III | Engineer (Senior) | Engineer (Project) | Engineer (Design) | Senior CADD | Engineer in Training I | Admin/Clerical | TOTAL HOURS | | |
| | PRELIMINARY ENGINEERING | | | | | | | | | | | | | | | | | | |
| 110 | ROUTE AND DESIGN STUDIES | | | | | | | | | | | | | | | | | | |
| | 110.07.Traffic Studies | C&M | BASIC | | | | | | | | | | | | | | | \$23,148.90 | |
| | 110.07.Traffic Studies (Sub Coordination) | RRP | BASIC | | | 2 | | | | | | | 8 | | | | 10 | \$1,598.60 | |
| | Sub Total (110 - ROUTE AND DESIGN STUDIES) | | | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 10 | | \$24,747.50 |
| | ENVIRONMENTAL | | | | | | | | | | | | | | | | | | |
| 120 | SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT | | | | | | | | | | | | | | | | | | |
| | General FC 120 Categories (Task / Deliverables) | | | | | | | | | | | | | | | | | | |
| | 120.01 Field Investigations | RRP | BASIC | | | | | | 200 | | | | | | | | 200 | \$18,560.00 | |
| | 120.02 Categorical Exclusion and Technical Documentation | RRP | BASIC | | | | | | | | | | | | | | | | |
| | 120.02.01. Social and Economic Impacts | RRP | BASIC | | | 1 | 4 | | 40 | | | | | 30 | | | 75 | \$7,577.76 | |
| | 120.02.02. Water Resources | RRP | BASIC | | | 1 | | | | | | | | | | | 1 | \$271.06 | |
| | 120.02.02.01 Surface Water | RRP | BASIC | | | 1 | 4 | | 30 | | | | | 10 | | | 45 | \$4,500.76 | |
| | 120.02.02.02 Waters of the US including Wetlands | RRP | BASIC | | | 1 | 4 | | 60 | | | | | 24 | | | 89 | \$8,789.06 | |
| | 120.02.03 Biological Resources | RRP | BASIC | | | 1 | 4 | | 90 | | | | | 24 | | | 119 | \$11,573.06 | |
| | 120.02.04 Hazardous Materials | RRP | BASIC | | | 1 | 4 | | 100 | | | | | 24 | | | 129 | \$12,501.06 | |
| | 120.02.05 Cultural Resources | Stantec | SPECIAL | | | | | | | | | | | | | | | \$583.26 | |
| | 120.02.05.01 Archeological Survey | Stantec | SPECIAL | | | | | | | | | | | | | | | \$3,601.44 | |
| | 120.02.05.02 Historical Resources Survey | Stantec | SPECIAL | | | | | | | | | | | | | | | \$2,898.28 | |
| | 120.02.06 Traffic Noise Analysis | RRP | BASIC | | | 2 | 4 | | 100 | | | | | 40 | | | 146 | \$14,491.32 | |
| | 120.03 Resource Agency Coordination | RRP | BASIC | | | | | | | | | | | | | | 0 | \$0.00 | |
| | 120.04 Public Involvement Activities | RRP | BASIC | | | | | | | | | | | | | | 0 | \$0.00 | |
| | 120.04.01 Meeting with Affected Property Owners (MAPO) | RRP | BASIC | | | 4 | 4 | | 80 | | | | | 15 | | 10 | 113 | \$11,223.79 | |
| | 120.04.03 Noise Workshop | RRP | BASIC | | | 4 | 10 | | 100 | | | | | 20 | | | 134 | \$13,441.24 | |
| | 120.04.02 Notice and Opportunity to Comment (NOC) | RRP | BASIC | | | 4 | 4 | | 40 | | | | | 40 | | 10 | 98 | \$10,198.04 | |
| | Sub Total (120 - SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT) | | | 0 | 0 | 20 | 42 | 0 | 840 | 0 | 0 | 0 | 0 | 227 | 0 | 20 | 1,149 | | \$120,210.13 |
| 130 | RIGHT-OF-WAY DATA | | | | | | | | | | | | | | | | | | |
| | Row way mapping and parcels (10 projected) | ROW | SPECIAL | | | | | | | | | | | | | | | \$29,500.00 | |
| | Subconsultant Coordination | RRP | SPECIAL | | | 2 | | | | | 10 | | | | | | 12 | \$2,982.12 | |
| | Sub Total (130 - RIGHT-OF-WAY DATA) | | | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 0 | 0 | 0 | 12 | | \$32,482.12 |
| 163 | MISCELLANEOUS ROADWAY | | | | | | | | | | | | | | | | | | |
| | Specifications -- 2024 | RRP | SPECIAL | | | 4 | | | | | 16 | | 24 | 40 | 56 | | 140 | \$17,105.36 | |
| | Estimate updates | RRP | SPECIAL | | | 2 | | | | | 8 | | | | 8 | | 18 | \$3,158.36 | |
| | Sub Total (163 - MISCELLANEOUS ROADWAY) | | | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 24 | 0 | 24 | 40 | 64 | 0 | 158 | | \$20,263.72 |
| 145 | GENERAL COORDINATION | | | | | | | | | | | | | | | | | | |
| | Project Manager (Proj Coord)(2 HRS/WK) | RRP | BASIC | | | 36 | | | | | | | | | | | 36 | \$9,758.16 | |
| | Progress Reports and Invoicing | RRP | BASIC | | | 8 | | | | | | 5 | 5 | | 5 | 9 | 32 | \$4,660.27 | |
| | Progress Meetings Monthly | RRP | BASIC | | | 8 | | | | | | 8 | 8 | | | | 24 | \$4,436.16 | |
| | Internal Meetings - Bi Weekly | RRP | BASIC | | | 18 | | | | | | 18 | 18 | | | | 54 | \$9,981.36 | |
| | Project Secretary /CLERICAL (2 hrs/week) | RRP | BASIC | | | | | | | | | | | | | 36 | 36 | \$2,637.36 | |
| | Sub Total (145 - GENERAL COORDINATION) | | | 0 | 0 | 70 | 0 | 0 | 0 | 0 | 0 | 31 | 31 | 0 | 5 | 45 | 182 | | \$31,473.31 |
| | Total Hours | | | 0 | 0 | 98 | 42 | 0 | 840 | 0 | 24 | 31 | 63 | 267 | 69 | 65 | 1,499 | | \$229,176.78 |
| | LABOR TOTALS | | | | | | | | | | | | | | | | | | |
| | Total Hours | MULTIPLIER | | 0 | 0 | 98 | 42 | 0 | 840 | 0 | 24 | 31 | 63 | 267 | 69 | 65 | 1,499 | | \$229,176.78 |
| | CONTRACT RATES: (\$/MAN-HOUR) | 2.442 | | \$ 254.50 | \$ 305.25 | \$ 271.06 | \$ 92.80 | 134.31 | \$ 92.80 | \$ 75.70 | \$ 244.00 | \$ 151.40 | \$ 132.06 | \$ 107.45 | \$ 83.03 | \$ 73.26 | | | |
| | BASE RATES: (\$/MAN-HOUR) | | | 79.53 | 125.00 | 111.00 | 38.00 | 55.00 | 38.00 | 31.00 | 100.00 | 62.00 | 54.08 | 44.00 | 34.00 | 30.00 | | | |

PROJECT: West Blvd APD & PS&E
 CLIENT: CCRMA
 CONTRACT: GEC Contract
 CSI: TBD
 COUNTY: Cameron
 RRP JOB NO.: U3048 - Amendment 2

EXHIBIT 1 -- FEE ESTIMATE

| | DESCRIPTION | FIRM | SERVICE | MAN-HOURS | | | | | | | | | | | | | | ESTIMATED FEE | TOTALS |
|-----|--|----------|------------|-----------|-------------------|-----------------|-----------------|--------------------|-------------------|--------------------|-------------------|--------------------|-------------------|-------------|------------------------|----------------|-------------|---------------|--------------|
| | | | | Principal | Technical Advisor | Project Manager | Env Planner III | Env Scientist IV | Env Scientist III | Env Scientist I/II | Engineer (Senior) | Engineer (Project) | Engineer (Design) | Senior CADD | Engineer in Training I | Admin/Clerical | TOTAL HOURS | | |
| 160 | NON LABOR | | | | | | | | | | | | | | | | | | |
| | Field Investigations (Environmental) | RRP (nl) | SPECIAL -N | | | | | | | | | | | | | | | | |
| | Travel - Lodging | RRP (nl) | SPECIAL -N | Persons = | 2 | Nights = | 4 | Cost per Night = | | | \$120.00 | Trips = | 2 | | | | | \$1,920.00 | |
| | Travel - Meals | RRP (nl) | SPECIAL -N | Persons = | | Days = | 5 | Cost per Day = | | | \$60.00 | | | | | | | \$1,200.00 | |
| | Travel - Rental Vehicle | RRP (nl) | SPECIAL -N | | | Days = | 4 | Rent/Gas per Day = | | | \$100.00 | | | | | | | \$800.00 | |
| | Travel - Lodging | RRP (nl) | SPECIAL -N | Persons = | 2 | Nights = | 2 | Cost per Night = | | | \$120.00 | Trips = | 2 | | | | | \$960.00 | |
| | Travel - Meals | RRP (nl) | SPECIAL -N | Persons = | | Days = | 3 | Cost per Day = | | | \$60.00 | | | | | | | \$720.00 | |
| | Travel - Rental Vehicle | RRP (nl) | SPECIAL -N | | | Days = | 3 | Rent/Gas per Day = | | | \$100.00 | | | | | | | \$600.00 | |
| | Hardcopy Materials (copies, paper, printing, mailing) | RRP (nl) | SPECIAL -N | | | | | | | | | | | | | | | \$1,000.00 | |
| | Miscellaneous Mileage | RRP (nl) | SPECIAL -N | | | | | | | | | | | | | | | \$500.00 | |
| | Rental of Sound Level Meters (3 meters) | RRP (nl) | SPECIAL -N | | | | | | | | | | | | | | | \$650.00 | |
| | Equipment for Field Investigations (stakes, pin flags, flagging, etc.) | RRP (nl) | SPECIAL -N | | | | | | | | | | | | | | | \$200.00 | |
| | Water Safety Equipment (personal floatation devices, etc.) | RRP (nl) | SPECIAL -N | | | | | | | | | | | | | | | \$150.00 | |
| | EnviroSite Government Records Report | RRP (nl) | SPECIAL -N | | | | | | | | | | | | | | | \$700.00 | |
| | Media Storage Devices (CD, flash drive, etc.) | RRP (nl) | SPECIAL -N | | | | | | | | | | | | | | | \$50.00 | |
| | Sub Total (NON LABOR) | | | | | | | | | | | | | | | | | | \$9,450.00 |
| | PROJECT TOTAL | | | | | | | | | | | | | | | | | | \$238,626.78 |



Exhibit 1 Cost Proposal

West Blvd Traffic Projections

Proposed Scope of Services

| DESCRIPTION | Project Manager | Quality Manager | Senior Engineer | Project Engineer IV | Project Engineer II | Document Controller | Total Labor Hrs. | Remarks | Task Cost |
|--|--------------------|------------------|--------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Task 0. Project Management/Coordination | 5 | | 5 | | | | 10 | | \$ 2,345.25 |
| Task 1. Review of Existing Information and Data Collection | 2 | | 4 | 4 | 6 | | 16 | | \$ 2,559.16 |
| Task 2. Estimate Future Development | 2 | | 5 | 12 | 20 | | 39 | | \$ 5,375.62 |
| Task 3. Develop Traffic Projections | 2 | | 4 | 18 | 15 | | 39 | | \$ 5,377.83 |
| Task 4. Documentation (+TPP Coordination) | 4 | 4 | 4 | 6 | 8 | 8 | 34 | | \$ 5,191.04 |
| Subtotal | 15 | 4 | 22 | 40 | 49 | 8 | 138 | | \$ 20,848.90 |
| HOURS TOTAL | 15 | 4 | 22 | 40 | 49 | 8 | 138 | | |
| LABOR RATE PER HOUR | \$252.69 | \$249.97 | \$216.36 | \$129.52 | \$111.71 | \$80.52 | | | |
| TOTAL DIRECT LABOR COSTS | \$ 3,790.35 | \$ 999.88 | \$ 4,759.92 | \$ 5,180.80 | \$ 5,473.79 | \$ 644.16 | \$ 20,848.90 | | |
| % LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE) | 18.18% | 4.80% | 22.83% | 24.85% | 26.25% | 3.09% | 100.00% | CHECK | |
| % LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS) | 10.87% | 2.90% | 15.94% | 28.99% | 35.51% | 5.80% | 100.00% | \$ 20,848.90 | |
| TOTAL DIRECT LABOR COST | | | | | | | | | \$ 20,848.90 |
| (3) 24-hr Bi-directional tube counts | | | | | | | | | \$ 2,300.00 |
| TOTAL DIRECT EXPENSES* | | | | | | | | | \$ 2,300.00 |
| GRAND TOTAL | | | | | | | | | \$ 23,148.90 |

* Direct expenses will be charged based on actual costs.

R. O. W. Surveying Services, L.L.C.

September 18, 2024

Exhibit 1 Cost Proposal

RRP Consulting Engineers.
Guillermo Arratia
5400 N. 10th St.
McAllen, TX 78504

Re: West Boulevard Project Layout

Dear Mr. Arratia:

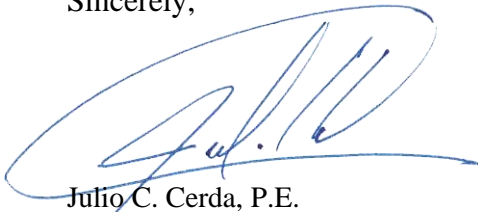
R. O. W. Surveying Services appreciates the opportunity to submit this proposal for professional services for the above referenced project in Brownsville, Texas.

Our Scope of Services to include the following:

| | |
|---|---------------------------|
| I. 10 Parcel Sketches & Field Notes (\$2,600.00 ea.) | \$ 26,000.00 |
| II. 10 Title Report/Abstract Services (\$350.00 ea.) | <u>\$ 3,500.00</u> |
| Total: | \$ 29,500.00 |

We appreciate the opportunity to work with you on this project. Please do not hesitate to contact our office should you have any questions.

Sincerely,



Julio C. Cerda, P.E.
President/CEO
R. O. W. Surveying Services, LLC

EXHIBIT 1

Cost Proposal



FEE ESTIMATE - West Blvd

| | | Project Manager | Quality Manager | Deputy Project Manager | Environmental Scientist V/ Archeologist | Environmental Scientist V / Archeologist | Environmental Scientist V / Historian | Environmental Scientist V/ GIS | GIS Manager | Admin / Clerical | | | | | |
|----------------------------|---------------------------------------|-----------------|-----------------|------------------------|--|---|--|-----------------------------------|-------------|------------------|-----------------|------------|---------|--------|------------|
| Project Billing Rate (T&M) | | \$150.00 | \$149.57 | \$138.00 | \$125.00 | \$125.00 | \$125.00 | \$125.00 | \$83.55 | \$51.21 | | | | | |
| Total Units (T&M) | | 3.00 | 6.00 | 4.00 | 2.00 | 16.00 | 12.00 | 5.00 | 6.00 | 6.00 | | | | | |
| Fee (T&M) | | \$450.00 | \$897.42 | \$552.00 | \$250.00 | \$2,000.00 | \$1,500.00 | \$625.00 | \$501.30 | \$307.26 | | | | | |
| | | | | | | | | | | | Project Summary | | | | |
| | | | | | | | | | | | Hours | Labor | Expense | Subs | Total |
| | | | | | | | | | | | 60.00 | \$7,082.98 | \$0.00 | \$0.00 | \$7,082.98 |
| WBS Code | Task Name | Units | | | | | | | | | Hours | Labor | Expense | Subs | Total |
| 1 | Project Management | 2.00 | | | | | | | | 6.00 | 8.00 | \$583.26 | \$0.00 | \$0.00 | \$583.26 |
| 2 | Archeological Services | | | | | | | | | | 30.00 | \$3,601.44 | \$0.00 | \$0.00 | \$3,601.44 |
| 2.1 | Archeological Background Study | 1.00 | 2.00 | 2.00 | 2.00 | 16.00 | | 1.00 | 6.00 | | 30.00 | \$3,601.44 | \$0.00 | \$0.00 | \$3,601.44 |
| 3 | Historical Built Environment Services | | | | | | | | | | 22.00 | \$2,898.28 | \$0.00 | \$0.00 | \$2,898.28 |
| 3.1 | PCR | 2.00 | 4.00 | | | | 12.00 | 4.00 | | | 22.00 | \$2,898.28 | \$0.00 | \$0.00 | \$2,898.28 |

**2-L CONSIDERATION AND APPROVAL OF SUPPLEMENTAL
WORK AUTHORIZATION NO. 2 TO WORK
AUTHORIZATION NO. 31 WITH R.R.P. CONSULTING
ENGINEERS, L.L.C. FOR WHIPPLE ROAD.**

SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO WORK AUTHORIZATION NO. 31

This Supplemental Work Authorization No. 2 is made as of this 31st day of October, 2024, 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 another engineering company that divested a portion of its assets to R.R.P. Consulting Engineers, L.L.C., General Engineering Consultant (GEC), Assignee.

The work to be performed by the GEC under this Supplemental Work Authorization is for the following purpose, consistent with the Services defined in the Agreement: ***Professional services including providing engineering services for the preparation of Plans, Specifications & Estimates (PS&E) & Environmental Services for Whipple Road, Cameron County, Texas.***

Section A. – Scope of Services

GEC shall perform the Additional Services according to **Exhibit B-2**.

Section B. – Schedule

GEC shall perform the Services and deliver the related Documents according to the schedule as shown on **Exhibit C-2**.

Section C. – Compensation

Paragraph C.1 is hereby amended to increase the overall maximum amount from \$58,217.41 to \$950,435.37, an increase of \$892,217.96 based on the attached fee estimate shown on **Exhibit D-2**. Compensation shall be in accordance with the Agreement.

C.1. The Authority shall pay the GEC under the following acceptable payment method – Lump Sum Payment Method.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

Section D. – Authority's Responsibilities

The Authority shall perform and/or provide the services as stated in **Exhibit A-2** in a timely manner so as not to delay the Services of the GEC.


Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:
None.

-SIGNATURES ON NEXT PAGE-

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

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: 
Name: Frank Parker, Jr., Chairman
Date: October 31, 2024

R.R.P. CONSULTING ENGINEERS, L.L.C.

By: Ahmed Abd-EL-Meguid, PhD, PE
Name: Ahmed Abd-El-Meguid, Vice President
Date: 11/6/2024

Digitally signed by Ahmed Abd-El-Meguid, PhD, PE
DN: cn=Ahmed Abd-El-Meguid, PhD, PE,
c=US, o=RRP Consulting Engineers, LLC,
email=ameguid@rrpeng.com
Date: 2024.11.06 16:58:07 -06'00'

LIST OF EXHIBITS

- Exhibit A-2 – Authority's Responsibilities
- Exhibit B-2 – Scope of Work
- Exhibit C-2 – Work Schedule
- Exhibit D-2 – Cost Proposal

EXHIBIT A-2

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) Provide Engineer with a Notice to Proceed.
- (2) Payment for work performed by the Engineer and accepted by Authority in accordance with this Agreement.
- (3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
- (4) 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 referred to in Exhibit B.
- (5) Coordinate with Texas Department of Transportation (TxDOT) for items as needed. The Authority will negotiate and approve all change orders and other contract revisions that the Authority finds necessary or convenient to accomplish the construction activities for the Project. For change orders and other contract revisions that affect prior environmental approvals or result in non-conformity with the specifications and standards agreed upon for the Project, the Authority must assess any potential environmental effects and any additional or revised environmental permits, issues, coordination, mitigation, and commitments required as a result of the contract revisions.

EXHIBIT B-2

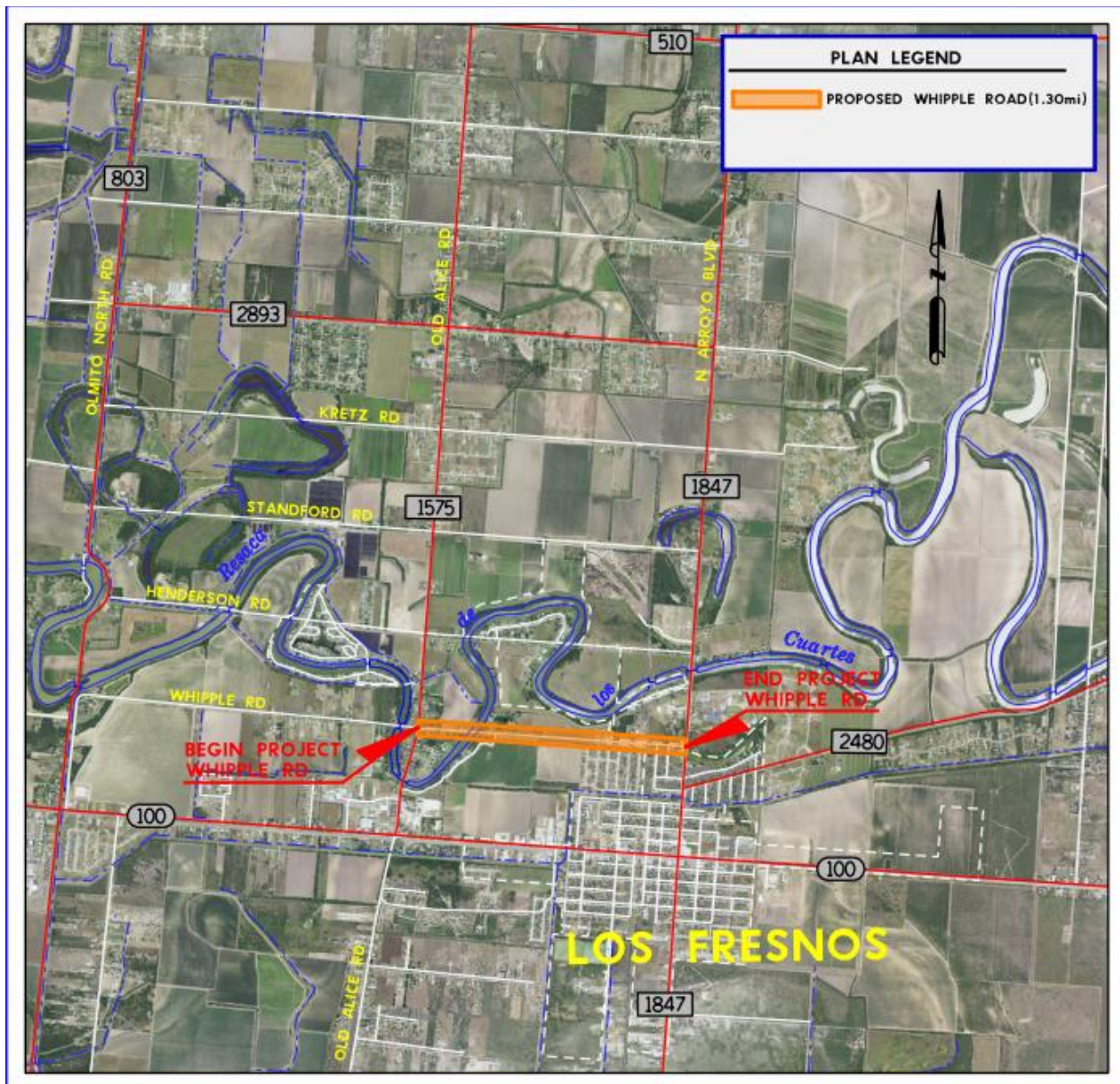
SERVICES TO BE PROVIDED BY THE GEC/Engineer

County: Cameron
Project: Whipple Road
Limits: From: FM 1575 To: FM 1847
CSJ: 0921-06-022

Project Overview:

The Whipple Road Project consists of Updating/Finalizing the Schematic and Plans, Specifications and Estimate (PS&E) for the expansion of an existing 2-lane rural roadway to a 3-lane urban roadway within a varying ROW width. The limits identified above will complete the Whipple Road project.

These limits are illustrated below:



GENERAL REQUIREMENTS

1.1. Design Criteria. The Engineer shall prepare all work in accordance with the latest version of applicable Authority and State's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications, which include: the *PS&E Preparation Manual*, *Roadway Design Manual*, *Hydraulic Design Manual*, the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD), *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* (latest Edition), and other State approved manuals. When design criteria are not identified in State manuals, the Engineer shall notify the Authority and refer to the American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Street*, (latest Edition). All manuals utilized will be the latest manuals of record at the time of the execution of the work order. In addition, the Engineer shall follow the Authority's guidelines in developing the PS&E package. The Engineer shall prepare each PS&E package in a form suitable for letting through the Authority's construction contract bidding and awarding process.

The Engineer shall identify, prepare exhibits, and complete all necessary forms for each Design Exception and Waiver required within project limits prior to the 30% project completion submittal. The Engineer shall submit each exception and waiver to the Authority for coordination and processing of approvals. If subsequent changes require additional exceptions, the Engineer shall notify the Authority in writing as soon as possible after identification of each condition that may warrant a design exception or waiver.

1.2. Right-of-Entry and Coordination. OMITTED

1.3. Progress Reporting and Invoicing. The Engineer shall submit a monthly written progress report to the Authority's Project Manager regardless of whether the Engineer is invoicing for that month. The Engineer's written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended; and overall status, including a per cent complete by task.

The Engineer shall prepare a design time schedule and an estimated construction contract time schedule. The schedules shall indicate tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format that depicts the interdependence of the various items. The Engineer shall schedule milestone submittals at 30%, 60%, 90% and final project completion phases. The Engineer shall advise the Authority in writing if the Engineer is not able to meet the scheduled milestone review date.

1.4. Use of the State's Standards. The Engineer shall identify and insert as frequently as is feasible the applicable, current State's Standard Details, District Standard Details, or miscellaneous details that have been approved for use in the plan. The Engineer shall sign, seal, and date each Standard and miscellaneous detail if the Standard selected has not been adopted for use in a District. The Engineer shall obtain approval for use of these details during the early stages of design from the Authority Project Manager. In addition, these details shall be accompanied by the appropriate general notes, special specifications, special provisions, and method of payment. The Engineer shall retain the responsibility for the appropriate selection of each Standard identified for use within their design.

1.5. Organization of Plan Sheets. The PS&E shall be complete and organized in accordance with the latest edition of the State's PS&E Preparation Manual. The PS&E package shall be suitable for the bidding and awarding of a construction contract, and in accordance with the latest State's policies and procedures, and the District's PS&E Checklist.

1.6. Personal Protective Equipment (PPE). The Engineer shall, and shall require its subcontractors to, (1) provide personal protective equipment (PPE) to their personnel, (2) provide business vehicles for their personnel, and (3) require their personnel to use PPE and drive only business vehicles while performing work on or near roadways. The PPE must meet all (1) current standards set by the Occupational Safety and Health Administration (OSHA) and (2) TxDOT requirements (e.g., safety glasses, Type 3 (TY 3) pants for night work). Each business vehicle must be clearly marked with the Engineer's business name, or the name of the appropriate subcontractor, such that the name can be identified from a distance.

Environmental

TASK 120 – PUBLIC INVOLVEMENT AND SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES

TASK 120.01 – FIELD INVESTIGATIONS

The GEC shall conduct environmental investigations and field studies necessary to complete all technical reports, forms, etc., required to support the clearance of the proposed project by the Texas Department of Transportation (TxDOT) Environmental Affairs Division (ENV) as a Categorical Exclusion (CE) under the National Environmental Policy Act (NEPA) and implementing regulations. Initial field investigations will involve up to three (3) environmental scientists and encompass up to four (4) days and three (3) overnight stays per scientist. One follow-up field investigation, if required, will involve two (2) environmental scientists and encompass up to three (3) days and two (2) nights per scientist.

The GEC shall additionally conduct desk-based reviews of the project area by obtaining and reviewing publicly available data pertinent to the condition of the human and natural environment in the project area.

Prior to the initiation of field investigations, the AUTHORITY shall provide the GEC with available project data including available field survey results, correspondence, and documentation of coordination with resource and/or regulatory agencies. The GEC understands that the AUTHORITY or TxDOT may choose to lead selected agency coordination efforts.

TASK 120.02 – TECHNICAL DOCUMENTATION

The GEC shall prepare technical documentation (reports, forms, etc.) using data obtained in the course of field investigations as well as desk-based reviews of the project area. All technical documentation will be completed using current TxDOT templates and toolkits. All environmental documents shall be submitted to the AUTHORITY and TxDOT electronically though a reasonable number of hardcopies shall be accommodated upon request.

Subtask 120.02.01 – Social and Economic Impacts

The GEC shall identify and evaluate the social and economic impact of the proposed project. The GEC shall use appropriate data sources, such as US Census Bureau data, windshield surveys, maps, and aerial photographs to determine existing conditions in the project area and the potential for social and economic impacts. Potential social and economic impacts to be documented include:

- a) Demographics (population, ethnic/racial distribution, income) based on the most recent census or projections therefrom.
- b) Land uses in the project area (commercial, agricultural, community services, etc.).
- c) Other potential impacts identified in studies of social/economic impacts.

The GEC shall identify potential displacements, potential replacement housing or other replacement sites and racial, ethnic, and income levels of affected individuals and communities, in order to determine any

disproportionate impacts on minority, limited English proficiency, or low-income individuals or communities (i.e., Environmental Justice populations). Social and economic studies shall fulfill the requirements of Executive Order 12898 (on Environmental Justice).

The GEC shall conduct a Community Impacts Assessment, including displacements, changes to access and travel patterns, changes to community cohesion, Environmental Justice Analysis in accordance with Executive Order 12898, and limited English proficiency analysis in accordance with Executive Order 13166. The GEC shall conduct an analysis sufficient to meet the requirements of Federal Highway Administration (FHWA) Technical Advisory T 6640.8A. The Community Impacts Assessment shall follow guidance provided in TxDOT's *Environmental Handbook for Community Impacts, Environmental Justice, Limited English Proficiency and Title VI*.

Deliverables:

- Community Impacts Assessment Technical Report Form

Subtask 120.02.02 – Water Resources

The GEC shall document compliance with laws and regulations concerning the management of water resources in accordance with TxDOT's *Environmental Handbook for Water Resources*. Additionally, the GEC shall determine whether the proposed project requires any of the following permits related to water resources:

- a) Texas Pollutant Discharge Elimination System (TPDES)
- b) State water quality certification under Section 401 of the Clean Water Act (CWA)
- c) Nationwide or Individual Permit under Section 404 of the CWA.

The GEC shall not prepare applications for permits related to water resources under this work authorization. Such permit applications, if required, would be prepared under a separate work authorization.

120.02.02.01 – Surface Water

The GEC shall assess surface water features within the project area (e.g., streams, ponds, drainage ditches, etc.) Surface drainage and the water quality of surface waters would be additionally assessed as needed. Impacts to surface waters would be assessed. The Texas Commission on Environmental Quality (TCEQ) Section 303(d) list of impaired waters would be reviewed to evaluate the potential for the proposed project to adversely affect impaired waters.

120.02.02.02 – Waters of the US, including Wetlands

Section 404 of the CWA regulates the discharge of dredged or fill material into waters of the US, including certain wetlands. The US Army Corps of Engineers (USACE) administers the permitting program for actions under Section 404 of CWA. The GEC shall prepare the delineation of waters of the US, including wetlands, for areas within the project area. The delineation would be conducted in accordance with the 1987 Corps of Engineers Wetland Delineation Manual and the appropriate Regional Supplement.

The GEC shall collect background data (i.e., aerial/color infrared aerial photographs, topographic data, etc.) prior to the field investigation. For any areas of the project area that are inaccessible, the GEC shall use other available resources such as the Natural Resources Conservation Service (NRCS) *Web Soil Survey*, aerial photography, topographic maps, and National Wetland Inventory (NWI) data to remotely delineate wetlands to the extent practicable.

The wetland delineation would consist of staking and mapping identified waters of the US, including wetlands and other special aquatic sites. Under normal circumstances, wetlands must possess three essential characteristics: hydrophytic vegetation, wetland hydrology, and hydric soils. Indicators of these characteristics would be documented in the wetland areas, as well as in the nearby upland areas, to determine the presence or absence of wetland characteristics. Waters of the US shall be delineated in the field and recorded using hand-held Global Positioning System (GPS) technology with sub-meter accuracy. Areas extending beyond the project area will be noted but not delineated during the field investigation. Wetland data forms shall be completed at vegetative community changes within the project area and/or at defined geographic intervals to determine the geographical boundary of a wetland or the ordinary high-water mark of a water body.

The GEC shall draft a water features delineation report, following TxDOT guidance, which summarizes the methods and results of the delineation activities as well as associated mapping (i.e., vicinity, site location, topography, aerial photograph, LiDAR, soils, floodplains, NWI, etc.), site photographs, wetland data point locations, acreage summary tables, and other supporting data (e.g., antecedent precipitation data).

Deliverables:

- Surface Water Analysis Form
- Water Features Delineation Report
- Section 404/10 Impacts Table

Subtask 120.02.03 – Biological Resources

The GEC shall assess project-related impacts to vegetation, protected species, and their habitats and include a description of any unusual vegetation features or noteworthy habitat types identified during field investigations. Vegetation and plant communities shall be identified using the Texas Parks and Wildlife Department (TPWD) Ecological Mapping System of Texas (EMST) data.

For the purposes of this work authorization, protected species shall include:

- a) Species listed by the US Fish and Wildlife Service (USFWS) as threatened, endangered, or proposed for listing as threatened or endangered. (50 CFR 17.11-12).
- b) Species that are candidates for review or listing by the USFWS as threatened or endangered, as per the most recently updated list in the *Federal Register*.
- c) Species listed by the TPWD as threatened, endangered, or as species of greatest conservation need as reflected in the most recently updated Annotated List of Rare Species for Cameron County.
- d) Species protected by the Migratory Bird Treaty Act (50 CFR 10.13).

The GEC shall examine existing data to determine the likelihood that protected species, their habitat, or designated critical habitat (50 CFR 17.94-95) could be impacted by the proposed project and shall report findings in the appropriate technical documentation. Existing data shall include the records of the TPWD Natural Diversity Database. The GEC shall not conduct species-specific presence/absence surveys for protected species or critical habitat. If required, presence/absence and/or critical habitat surveys would be conducted under a supplemental work authorization.

The GEC shall conduct an analysis of existing wildlife habitat within the project area and potential project-related impacts to wildlife habitat. If the GEC encounters protected species or habitat for protected species, the GEC shall notify the AUTHORITY immediately.

If special habitat features are present, additional details shall be included in the description to clearly describe the feature(s) and to explain why the feature(s) should be regarded as special. Special habitat features include, but are not limited to:

- a) Bottomland hardwoods,
- b) Caves,
- c) Cliffs and bluffs,
- d) Native prairies (particularly those with climax species of native grasses and forbs),
- e) Ponds (temporary or permanent, natural or artificial),
- f) Seeps or springs,
- g) Snags (standing dead trees) or groups of snags,
- h) Water bodies, and
- i) Existing bridges with known or easily observed bird or bat colonies.

The habitat analysis shall contain a description of anticipated impacts to vegetation. The description of anticipated impacts shall be based on impacts that can be predicted as a result of construction activities and the type of roadway facility proposed for the project. If lack of access limits field observations for the habitat areas, existing published sources and unmanned aerial systems shall be used to estimate the location and extent of habitat areas. The description of vegetation shall include the acreage for each EMST vegetation type observed.

Deliverables:

- Species Analysis Form
- Species Analysis Spreadsheet
- Documentation of TPWD Best Management Practices

Subtask 120.02.04 – Hazardous Materials

The GEC shall conduct an Initial Site Assessment (ISA) for potential hazardous materials impacts for the proposed project area in accordance with TxDOT's *Environmental Handbook for Hazardous Materials*. The ISA shall determine the potential for encountering hazardous materials in the general project area, including possible environmental liability, increased handling requirements (e.g., soil or groundwater), and potential construction worker health and safety issues.

The completed ISA shall include, as applicable, copies of search reports including maps depicting the locations of potential or recorded hazardous materials sites, copies of agency file information, photographs, recommendations, and any other supporting information gathered by the GEC to complete the ISA.

Should the findings of the ISA conclude that additional investigation, special considerations, or other commitments are required during future stages of project development, the GEC shall review those findings and commitments with the AUTHORITY.

Deliverables:

- Hazardous Materials Initial Site Assessment (ISA) with supporting documentation

Subtask 120.02.05 – Cultural Resources

The GEC shall coordinate with subconsultants and prepare for and attend subconsultant meetings (live or via video conferencing) for the project. The GEC, through a subconsultant, shall conduct archeological investigations designed to satisfy all applicable cultural resource laws and regulations. This subtask shall include a review of records from the Texas Archaeological Research Laboratory (TARL) available on the

Texas Historical Commission's (THC) online Texas Archaeological Sites Atlas (Atlas) to identify previously recorded surveys or cultural resources within one mile (1.6 kilometers) of the proposed project. An archaeologist shall review historical maps, aerial photographs, topographic maps, *Web Soil Survey* maps, and geologic maps to identify possible historic structures or the previous locations of structures that may now be expressed as an archaeological site within the proposed project's Area of Potential Effect (APE). In addition to identifying previously recorded archaeological sites, the Atlas review shall include the following types of information:

- a) National Register of Historic Places (NRHP) properties
- b) State Antiquities Landmarks (SALs)
- c) Official Texas Historical Markers
- d) Recorded Texas Historic Landmarks
- e) Cemeteries
- f) Local neighborhood surveys

Other critical factors to be examined include the level of previous disturbances from residential, commercial, and industrial development; types of soils; and the potential for archaeological deposits to occur. Following the completion of the background review, the subconsultant's Principal Investigator shall prepare a scope of work (including the results of the background review) and submit it to the GEC for review. Upon receipt and incorporation of comments, the subconsultant shall then submit the scope of work concurrently to TxDOT and/or FHWA for their review and comment, along with the Antiquities Permit application for THC review. In general, TxDOT and/or FHWA and THC shall review the scope of work and permit within 30 days of receipt of the application. All work on the proposed project related to cultural resources shall be conducted in accordance with TxDOT's *Guidance: Historical Studies Review Procedures and Environmental Handbook for Historic Properties*.

120.02.05. – Archeological Survey

The subconsultant's cultural resources personnel shall conduct database searches of the Atlas to identify previously documented archeological sites, cemeteries, historical markers, properties, and districts listed on the NRHP, as well as SALs. Results of the search shall be integrated with soil information, topographic maps, aerial photographs, and other appropriate data sources to guide the field approach.

Field investigations shall be conducted at the Phase I intensive-survey level according to standards finalized in March 2020 and promulgated by the THC and the Council of Texas Archeologists (CTA) in April 2020. The field investigations shall include a pedestrian survey for previously unidentified archeological resources as well as backhoe excavations where appropriate. In addition, this investigation shall evaluate archeological resources for their potential eligibility for inclusion in the NRHP per Section 106 (36 CFR 800) of the National Historic Preservation Act of 1966, as amended (NHPA), or designation as a SAL under the provisions of the Antiquities Code of Texas. Reporting of results, including preliminary NRHP/SAL evaluations of any identified archeological resources, shall comply with THC and CTA guidelines. A draft report shall be submitted first to the GEC for comments; these comments shall be incorporated into a revised draft report to be submitted to the THC for review, with a concurrent submittal to the THC via the online E-Trac portal. The AUTHORITY shall also review the submittal prior to submission to THC.

120.02.05.02 – Historic Resources Survey

The subconsultant shall conduct the database searches references above as well as any additional archival research required by the THC and TxDOT ENV to establish a historic-resources APE and produce a historic research design for review and approval by the THC and TxDOT ENV. The research design shall comply with current requirements, such as the inclusion of a contextual discussion of recorded resources within 1,300 feet of the APE. If required by TxDOT, a Project Coordination Request (PCR) shall be prepared.

Following THC approval of the historic research design, the subconsultant shall conduct the field investigation, which is assumed to be at the reconnaissance-survey level. Upon completion of the field investigation, the subconsultant's historic staff shall provide a preliminary evaluation of identified resources' potential eligibility for inclusion in the NRHP per Section 106 (36 CFR 800) of the NHPA or designation as a SAL under the provisions of the Antiquities Code.

The reporting of results, including preliminary NRHP/SAL evaluations of any identified resources, shall follow guidelines for formatting and content, including an appendix containing data sheets for all identified historic-age resources. Submission of the report, including the number and format of copies, will be coordinated with the GEC, AUTHORITY, and TxDOT (District and/or ENV).

The following assumptions and exclusions shall apply to Subtask 120.02.05:

- a) Assumes a total project length of approximately 1.3 miles within a 60- to 80-foot-wide right-of-way (ROW).
- b) Assumes mechanical trenching will be required by THC.
- c) Assumes that the project ROW is publicly accessible. If access is not available to any portion of the project area, a reasonable and good-faith effort shall be made to document inaccessible parcels from accessible areas.
- d) The following services shall be excluded and, if required or requested by TxDOT and/or the AUTHORITY, provided under a separate work authorization:
 - 1) NRHP nominations,
 - 2) Historic American Buildings Survey and/or Historic American Engineering Record documentation,
 - 3) archeological testing or data recovery, and
 - 4) evaluation/coordination/removal of human remains.

Deliverables:

- Archeological Background Study
- Historic PCR

TASK 120.03 – PUBLIC INVOLVEMENT ACTIVITIES

All public involvement activities for the proposed project shall be conducted in accordance with 43 TAC 2.41-2.52, 23 CFR 771, NEPA, and TxDOT's current policies, procedures, guidance, and document templates.

Subtask 120.03.01 – Meeting with Affected Property Owners (MAPO)

The GEC shall conduct up to four (4) MAPOs with landowners potentially impacted by the proposed project. A MAPO summary, following TxDOT guidance, shall be completed following the MAPO for documentation purposes. Items discussed in the MAPO (e.g., land use, ROW, ROE, etc.) shall be documented.

Deliverables:

- MAPO summary (if MAPO requested by landowners)

EXCLUSIONS

The following items are specifically excluded from this scope of work and, if required or requested, shall be subject to a separate work authorization as Special Services:

- Alternatives analysis.
- Archeological testing and data recovery.

- Bicycle/pedestrian connectivity study.
- Biological Assessment preparation.
- Construction Emissions Mitigation Plan.
- Coordination with resource/regulatory agencies.
- CWA Section 404 Permitting.
- Disposal or transportation of any hazardous waste that is encountered during site investigations.
- Emergency Response Control Pollution Plan.
- Environmental permitting.
- Essential Fish Habitat Assessment.
- Hazardous materials investigations beyond the level of an ISA (i.e., Phase II/III environmental site assessments).
- Incidental Take Permit activities.
- Indirect and Cumulative Impacts analysis.
- NEPA compliance documentation beyond the level of a CE (e.g., Environmental Assessment).
- Notice and Opportunity to Comment
- Public Meeting/Hearing and Summaries.
- Project newsletter or project website development.
- Quantitative analysis of Mobile Source Air Toxics.
- Section 4(f) and/or Section 6(f) evaluations.
- Species-specific Subject Matter Experts for individual critical habitat or species analyses.
- Storm Water Pollution Prevention Plan.
- Traffic noise analysis.
- US Coast Guard Bridge Permit application.
- Wetland/Stream mitigation and/or mitigation plan.
- Visual/Aesthetic impacts analysis.

Schematic

Update/Finalize Schematic. The GEC shall update/finalize the schematic with utility information as well as final design to gain final approval on the Schematic.

Field Surveying and ROW Mapping

Field Surveying

The GEC will develop a field survey for the project. Preliminary design considerations will include the following: Texas State Plane South Zone (NAD 83) and (NAVD 88) datum as derived from the TxDOT VRS Real Time Network (RTN).

ROW Retracement

Upon receiving the Notice to Proceed (NTP), the GEC, will commence collecting all Right of Way (R.O.W.) documents for Whipple Road from Cameron County and from the Texas Department of Transportation for plotting purposes in CAD. This will assist the field crews to locate and tie in the ROW monumentation as they may exist in the field and provide sufficient evidence to re-establish the existing ROW along Veterans Airport Drive.

Utilities

A call to the Texas 811 Call Center will be placed to request that all utilities within the project limits are located and marked for our field crews to tie in all above ground visible existing utilities.

Survey Control

This project will consist of the establishment of three 14 control monuments set in concrete. All control points will be set to be intervisible with one another. Each survey control monument will have both horizontal and vertical coordinates that will be referenced to official Benchmarks and Datum points on the Texas State Plane South Zone (NAD 83) and (NAVD 88) datum as derived from the TxDOT VRS Real Time Network (RTN).

Updated Topographic Survey

Will consist of 100-foot cross-sections along Whipple Road. Cross-sections will be taken at vertical breaks and horizontal curve PC's and PT's. All intersecting roads will be cross-sectioned at 100-foot intervals for length of 300 feet past the Whipple Road R.O.W. as well as irrigation canals and/or drainage ditches that intersect with the R.O.W. The cross-sections will include all grade breaks, edge of pavement centerline of road and natural ground at the R.O.W. and 10 feet outside the R.O.W.; and will locate all visible and apparent improvements within the R.O.W. to 10 feet beyond the R.O.W., to include but not limited to: driveways, fences, signs, object markers, drainage culverts and headwalls, power poles, utility poles, water meters, water valves, fire hydrants, utility markers, telephone pedestals, trees, mailboxes, irrigation siphons, etc.

Survey Deliverables

Will include the following files: 2D planimetric CAD file, 3D DTM (surface model with contours), 2D - ROW retracement file, a TIN file, Ascii (X, Y, Z) text file of all the collected survey points and PDF copy of the field notes.

RPLS Signed and Sealed 8 ½" x 11" Survey Control Sketches and an 11" x 17" Survey Control Map will also be created and included in the submittal.

Right-Of-Way Surveys

This includes the performance of surveys to establish land boundaries, preparation of parcel descriptions and parcel plats, and the preparation of right-of-way (ROW) maps for seven parcels.

The Surveyor shall prepare:

- A. boundary surveys and create Property Descriptions (metes and bounds plus plats);
- B. create GIS files for ROW/ Real Property Asset Map system; and

The standards and deliverables are detailed in Chapter 4, Section 8 of the TxDOT ROW Preliminary Procedures for the Authority to Proceed Manual, and the checklist provided by the Authority.

Property Description:

The Surveyor shall prepare a Property Description(s) for each parcel or tract in the form of a preliminary and a final deliverable(s). Each part of a Property Description shall be signed and sealed by an RPLS. The Surveyor shall prepare preliminary Property Description(s)- for review by the State.

Metes and bounds descriptions:

The Surveyor shall prepare a metes and bounds description for each parcel of land to be acquired. The Surveyor shall follow the standard formats for metes and bounds descriptions that TxDOT has developed. If requested by the Surveyor, the State will provide copies of the standard formats for metes and bounds descriptions for all purposes of the work authorizations.

Parcel plats:

The Surveyor shall prepare a parcel plat for each parcel of land to be acquired. The Engineer shall follow the standard formats for parcel plats that the State has developed. If requested by the Engineer, the State will provide copies of the standard formats. Parcel plats must include all items of information shown on the ROW map that concerns the individual parcel.

The Surveyor shall prepare final deliverables:

The Surveyor shall set appropriate monuments on the proposed ROW lines at intersecting property lines, and at all points of curvature (PC), points of tangency (PT), angle points, and intersecting ROW lines of side streets.

The Surveyor shall prepare final, signed, sealed, and dated Property Descriptions.

ROW Mapping Deliverables

The Surveyor shall provide the following:

1. Scanned copies of the ownership documents and one D-size paper copy of the Abstract Map and the associated MicroStation graphics files for review purposes.
2. Field Survey Data
 - a. A spreadsheet of the property owners and right-of-entry information.
 - b. Scanned copies of the field notes, control data sheets, and a graphics file of all field survey data.
3. Property Description Submittals
 - a. Preliminary Property Description Submittals
One paper copy of the preliminary Property Description(s) for review purposes marked "Preliminary – Not to be used for recording purposes", and an electronic copy of each Property Description in PDF format. The ROW (ArcGIS) database template "ROW_Parcels_Edits" populated with the preliminary parcels, alignment, and project control points in ArcGIS 10.6.1 format or the current version in use by TxDOT.
 - b. Final Property Description Submittals
Two paper sets of the final Property Description(s) showing the metes and bounds descriptions and parcel plats, signed and sealed by a RPLS, and the associated electronic files in PDF and Word formats. Bentley MicroStation parcel plat graphics files and master reference files (MRF).

The ROW (ArcGIS) database template "ROW Parcels Edits" populated with the final parcels, final alignment, and project control points in ArcGIS 10.6.1 format or the current version in use by the State.

Plans, Specifications, and Estimates (PS&E)

Data Collection and Field Reconnaissance. The GEC shall collect, review, and evaluate data described below. The GEC shall notify the Authority in writing whenever the Engineer finds disagreement with the information or documents:

1. Data, if available, from the Authority, including "as-built plans", existing schematics, right-of-way maps, Subsurface Utility Engineering (SUE) mapping, existing cross sections, existing planimetric mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, Bridge Inspection records, Project Management Information system (PMIS) data, identified endangered species, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings.

2. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.
3. Utility plans and documents from appropriate municipalities and agencies.
4. Flood plain information and studies from the Federal Emergency Management Agency (FEMA), the United States Army Corps of Engineers (USACE), local municipalities, and other governmental agencies.
5. Conduct field reconnaissance and collect data including a photographic record of notable existing features.

DESIGN CONFERENCE. The Engineer shall develop the roadway design criteria based on the controlling factors specified by the Authority (*i.e.* 4R, 3R, 2R, or special facilities), by use of the funding categories, design speed, functional classification, roadway class and any other set criteria as set forth in *PS&E Preparation Manual, Roadway Design Manual, Bridge Design Manual, Hydraulic Design Manual*, and other deemed necessary State approved manuals. In addition, the Engineer shall prepare the Design Summary Report (DSR) and submit it electronically. The GEC shall plan, attend, and document the Design Concept Conference (DCC) to be held prior to the 30 percent milestone submittal. In preparation for the DCC, the Engineer shall complete a State's Design Summary Report for each submittal to serve as a checklist for the minimum required design considerations. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on:

- Roadway and drainage design parameters
- Engineering and environmental constraints
- Project development schedule
- Other issues as identified by the Authority
- Identify any Design Exceptions and Waivers
- Preliminary Construction Cost Estimate
- Brief discussion on Value Engineering items that can be utilized

ENVIRONMENTAL PERMITS ISSUES AND COMMITMENTS (EPIC) SHEETS. The GEC shall prepare the latest version of the EPIC sheets as per the Environmental Re-Evaluation findings.

Geotechnical Borings and Investigations: The Engineer shall determine the location of proposed soil borings for pavement design. The Authority will review and provide recommendations for a boring layout submitted by the Engineer showing the general location and depths of the proposed borings. Once the Engineer receives the Authority's recommendations, they shall perform soil borings (field work), soil testing and prepare the soil borings in accordance with standard TxDOT geotechnical procedures. The Engineer shall prepare a geotechnical report to include soil boring locations, soil boring logs, lab test results, and pertinent analysis with regard to pavement design.

Geotechnical Investigations

The Engineer shall determine the location of proposed soil borings for pavement design in accordance with the latest edition of the TxDOT Geotechnical Manual.

1. The Engineer shall undertake the following drilling program:

Roadway Pavement Borings:

7 Holes @ 10' depth

Total 7 Borings

Total Linear Footage – 70 linear feet of borings

2. All geotechnical work should be performed in accordance with the latest version of the TxDOT Geotechnical Manual. All testing shall be performed in accordance with the latest version of the TxDOT Manual of Test Procedures and/or ASTM Procedures. All soil classification should be done in accordance with the Unified Soil Classification System.
3. The Engineer shall provide a signed, sealed and dated geotechnical report which contains, but is not limited to, soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions, and any analyses for pavement design.
4. Pavement Design: The Engineer shall provide a signed and sealed pavement design report to reflect Flexible Pavement Structure options.

ROADWAY DESIGN AND FINAL ALIGNMENTS

ROADWAY DESIGN. The Engineer shall use Bentley's OpenRoads 3D Design technology in the design and preparation of the roadway plan sheets.

The Engineer shall provide roadway plan and profile drawings using CADD standards as required by the Authority. The drawings must consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map must contain line work that depicts existing surface features obtained from the schematic drawing. Existing major subsurface and surface utilities must be shown if requested by the Authority. Existing and proposed right-of-way lines must be shown. Plan and Profile must be shown on separate or same sheets (this depends upon width of pavement) for main lanes.

The plan view must contain the following design elements:

1. Calculated roadway centerlines for roadway and cross streets as applicable. Horizontal control points must be shown. The alignments must be calculated using OpenRoads horizontal geometry tools.
2. Pavement edges for all improvements
3. Lane and pavement width dimensions.
5. Proposed structure locations, lengths, and widths.
6. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.
7. Drawing scale shall be 1"=100'
8. ROW lines and easements.
9. Begin and end superelevation transitions and cross slope changes.
10. Limits of riprap, block sod, and seeding.
11. Existing utilities and structures.
12. Benchmark information.
13. Radii call outs, curb location, Concrete Traffic Barrier (CTB), guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.

The profile view must contain the following design elements:

1. Calculated profile grade for proposed roadway and cross streets, if applicable. Vertical curve data, including "K" values must be shown. The profiles must be calculated using OpenRoads vertical geometry tools.
2. Existing and proposed profiles along the proposed centerline of the roadway.
3. Water surface elevations at major stream crossings for 25-, 50-, and 100-year storms.
4. Drawing vertical scale to be 1"=10'.

Typical Sections: The Engineer shall prepare typical sections for all proposed and existing roadways and structures. Typical sections must include width of travel lanes, shoulders, outer separations, border widths, curb offsets, managed lanes, and ROW. The typical section must also include Proposed Profile Grade Line (PGL), centerline, pavement design, longitudinal joints, side slopes, sodding or seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed and existing structures including retaining walls, existing pavement removal, riprap, limits of embankment and excavation, etc.

Cross Streets and Intersections. The Engineer shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each cross street. The layout must include the horizontal and vertical alignments, curb returns, geometrics, transition length, stationing, pavement, drainage details, and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items. The Engineer shall design for full pavement width to the ROW and provide a transition to the existing roadway. The Engineer shall prepare layouts for the following intersections at FM 2520, FM 732, and FM 1577.

Cut and Fill Quantities. The Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 feet intervals. Cross sections must be created from the 3D corridor model and must be delivered in the standard TxDOT format on 11"x17" sheets or roll plots and electronic files. The Engineer shall provide all templates and corridors used to generate the design cross sections. Cross sections and quantities must include existing pavement removals. Annotation shall include at a minimum existing and proposed ROW, side slopes (front & back), profiles, etc.

The Engineer shall submit four (4) hard copies and one (1) electronic .pdf copy of sets of drawings at the 30%, 60%, and 90%, and final submittals, respectively. The Engineer shall also submit the current OpenRoads generated 3D corridor model for each submittal.

Plan Preparation. The Engineer shall prepare roadway plans, profiles, and typical sections for the proposed improvements. Prior to the 30% submittal, the Engineer shall schedule a workshop to review profiles, OpenRoads 3D corridor models and cross-sections with the Authority. The profile and cross sections must depict the 25-, 50-, 100- and 500-year (if available) water surface elevations. The drawings will provide an overall view of the roadway and existing ground elevations with respect to the various storm design frequencies for the length of the project. This will enable the Authority to determine the most feasible proposed roadway profile. The Authority will approve the proposed profiles, 3D corridor models, and cross sections before the Engineer continues with the subsequent submittals. This scope of services and the corresponding cost proposal are based on the Engineer preparing plans to construct roadway and cross streets at intersections. The roadway plans must consist of the types and be organized in the sequence as described in the *PS&E Preparation manual*.

Pavement Design. The Engineer shall incorporate the pavement design as approved by the Authority.

Pedestrian and Bicycle Facilities. The Engineer shall coordinate with the Authority to incorporate pedestrian and bicycle facilities as required or shown on the project's schematic. All pedestrian and bicycle facilities must be designed in accordance with the latest Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Texas Accessibility Standards (TAS), and the AASHTO Guide for the Development of Bicycle Facilities.

Driveways. The Engineer shall prepare driveway details and a tabular format for each driveway along the project corridor. Unique driveways will require individual details defining their construction. If driveway grades extend past ROW Construction license agreements will be required.

HYDROLOGICAL STUDIES AND DRAINAGE DESIGN

Data Collection. The Engineer shall provide the following data collection services:

1. Conduct field inspections to observe current conditions and the outfall channels, the cross-drainage structures, drainage easements, the tributary channel, and land development projects that contribute flow to the tributary. Document field inspections with digital photos.
2. Collect available applicable data including GIS data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for the area. Particular sources of data collected must include, but are not limited to, the Authority, County, and Federal Emergency Management Agency (FEMA).
3. Collect available Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS) study data, and models.
4. Review survey data and coordinate any additional surveying needs with the Authority.
5. Present existing drainage structures in a 3D corridor MicroStation model.
6. Meet with local government officials to obtain historical flood records. Interview local residents or local government employees to obtain additional high-water information if available. Obtain frequency of road closure and any additional high-water information from the District Maintenance office.
7. Submit a letter report to the Authority Project Manager detailing completion of data collection.

HYDROLOGICAL STUDIES. The Engineer shall provide the following services:

1. Incorporate in the hydrologic study a thorough evaluation of the methodology available, comparison of the results of two or more methods, and calibration of results against measured data, if available.
2. Calculate discharges using appropriate hydrologic methods and as approved by the Authority.
3. Consider the pre-construction and post-construction conditions in the hydrologic study.
4. Obtain the drainage area boundaries and hydrologic parameters such as impervious covered areas, and overland flow paths and slopes from appropriate sources including, but are not limited to, topographic maps, GIS modeling, construction plans, and existing hydrologic studies. The Engineer shall not use existing hydrologic studies without assessing their validity. If necessary, obtain additional information such as local rainfall from official sites such as airports.
5. Include, at a minimum, the “design” frequency to be specified in the Work Authorization and the 1% Annual Exceedance Probability (AEP) storm frequency. The report must include the full range of frequencies (50%, 20%, 10%, 4%, 2%, 1%, and 0.2% AEP).
6. Compare calculated discharges to the effective FEMA flows. If calculated discharges are to be used in the model instead of the effective FEMA flows, full justification must be documented.

Complex Hydraulic Design and Documentation. The Engineer shall provide the following services:

1. Gather information regarding existing drainage facilities and features from existing plans and other available studies or sources.
2. Perform hydraulic design and analysis using appropriate hydraulic methods, which may include computer models such as HEC-RAS, unsteady HEC-RAS or 2D models such as SWMM. 2D models shall not be developed without the express permission of the Authority. Data entry for appropriate hydraulic computer programs shall consist of a combination of both on-the-ground

survey and other appropriate sources including but not limited to topographic maps, GIS modeling, and construction plans and existing hydrologic studies.

3. Use the current effective FEMA models, where appropriate, as a base model for the analysis. If a “best available data” model is provided by the local floodplain administrator, it must be utilized accordingly for this analysis. Review the provided base model for correctness and updated as needed. If the provided effective model is not in a HEC-RAS format, convert it to HEC-RAS for this analysis.
4. If the appropriate hydrologic model requires storage discharge relationships, develop HEC-RAS models or other Authority’s approved models that will compute these storage discharge relationships along the channel.
5. Consider pre-construction, present and post-construction conditions, as well as future widening, as determined in the Work Authorization.
6. Quantify impacts, beneficial or adverse, in terms of increases in peak flow rates and water surface elevations for the above listed hydraulic conditions and hydrologic events. Impacts will be determined both upstream and downstream of the bridge crossings.
7. If required in the individual Work Authorization, compute right of way corridor 1% AEP flood plain volumes for existing and proposed roadway elevations. The Engineer shall provide mitigation to offset a decrease of 1% AEP flood plain volumes.
8. Use hydrograph calculations and peak flows to determine the storage required.
9. If necessary, present mitigation measures along with the advantages and disadvantages of each. Each method must consider the effects on the entire area. Include approximate construction costs in the report.
10. Provide hand calculations which quantify the cut and fill within the 1% AEP flood plain, if any.

Cross-Drainage Structures. The Engineer shall provide the following services:

1. Determine drainage areas and flows for cross culvert drainage systems.
2. Determine the sizing of the drainage crossings. The scope may include extending, adjusting, or replacing non-bridge-class culvert crossing or crossings as specified in the Work Authorization. Develop designs that minimize the interference with the passage of traffic or cause damage to the highway and local property in accordance with the State’s Hydraulic Design Manual, District criteria and any specific guidance provided by the Authority. Cross drainage design shall be performed using HY-8 or HEC RAS.

OPERATIONAL DESIGN

Signing. The Engineer shall prepare drawings, specifications, and details for all signs. The Engineer shall coordinate with the Authority (and other Engineers as required) for overall temporary, interim, and final signing strategies and placement of signs outside contract limits. The Engineer shall:

- Prepare sign detail sheets for guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of small signs to be removed, relocated, or replaced.
- Designate the shields to be attached to guide signs.
- Illustrate and number the proposed signs on plan sheets.
- Select each sign foundation from State Standards.
- Show existing signs to remain, to be removed or to be relocated on the Signing and Pavement Marking Layouts.
- Perform signing quantity calculations. Prepare summary sheets for signing.

Pavement Marking. The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the Authority (and other

Engineers as required) for overall temporary, interim, and final pavement marking strategies. The Engineer shall select Pavement markings from the latest State standards.

- Roadway layout.
- Center line with station numbering.
- Culverts and other structures that present a hazard to traffic.
- Location of utilities.
- Existing signs to remain, to be removed, to be relocated or replaced.
- Proposed signs (illustrated, numbered and size).
- Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
- Quantities of existing pavement markings to be added and removed. Prepare summary sheets.
- Proposed delineators, object markers, and mailboxes.
- The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
- Right-of-way limits.
- Direction of traffic flow on all roadways.

TRAFFIC CONTROL PLAN

The Engineer shall prepare Traffic Control Plans (TCP) including TCP typical sections, for the project. The Engineer shall complete Form 2229-Significant Project Procedures along with Page 4 of Form 1002, specifically titled Accelerated Construction Procedures. A detailed TCP must be developed in accordance with the latest edition of the TMUTCD. The Engineer shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers. The Engineer shall maintain a minimum of one lane of traffic in each direction for the duration of the project. Temporary daily lane closures will be permitted. The Engineer shall:

1. Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flag person, signals, etc.). The Engineer shall show temporary roadways, ramps, structures (including railroad shoo-fly) and detours required to maintain lane continuity throughout the construction phasing. If temporary shoring is required, prepare layouts, and show the limits on the applicable TCP.
2. Coordinate with the Authority in scheduling a Traffic Control Workshop and submittal of the TCP for approval by the Traffic Control Approval Team (TCAT). The Engineer shall assist the Authority in coordinating mitigation of impacts to adjacent schools, emergency vehicles, pedestrians, bicyclists, and neighborhoods.
3. Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The Engineer shall notify the Authority in the event existing access must be eliminated and must receive approval from the Authority prior to any elimination of existing access.
4. Design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The Engineer shall show horizontal and vertical location of culverts and required cross sectional area of culverts.

5. Prepare each TCP in coordination with the Authority. The TCP must include interim signing for every phase of construction. Interim signing must include regulatory, warning, construction, route, and guide signs. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers, which are responsible for the preparation of the PS&E for adjacent projects.
6. Maintain continuous access to abutting properties during all phases of the TCP. The Engineer shall develop a list of each abutting property along its alignment. The Engineer shall prepare exhibits for and attend meetings with the public, as requested by the Authority.
7. Make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the Engineer shall notify the Authority in writing of the need and justification for such action. The Engineer shall identify and coordinate with all utility companies for relocations required.
8. Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g. storm drain, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
9. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.
10. Identify and delineate any outstanding ROW parcels.
11. Delineate areas of wetlands on traffic control plans.
12. Design the TCP phasing by creating a phased 3D corridor model.

DESIGN REVIEW

The Engineer shall provide peer review at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable as preparation for submittal. A milestone submittal is not considered complete unless the required milestone documents and associated internal red-line mark-ups are submitted. The Authority's Project Manager may require the Engineer to submit the Engineer's internal mark-up (redlines) or comments developed as part the Engineer's quality control step. When internal mark-ups are requested by the Authority in advance, the Authority, at its sole discretion, may reject the actual deliverable should the Engineer fail to provide the evidence of quality control. The Engineer shall clearly label each document submitted for quality assurance as an internal mark-up document.

COST ESTIMATE

The Engineer shall independently develop and report quantities necessary to construct the contract in standard Authority bid format at the specified milestones and Final PS&E submittals. The Engineer shall prepare each construction cost estimates using Excel or any approved method. The estimate shall be provided at each milestone submittal or in TXDOTCONNECT format at the 60%, 90% and Final PS&E submittals per Authority's requirement.

BID PACKAGE

General Notes: The Engineer will review and edit the Pharr Master General Notes and Specification Data List to supplement the standard specifications, special specifications, special provisions, and/or plan sheet notes. The notes shall be in the current Word format.

Contract time determination. The Engineer shall prepare a detailed contract time estimate to determine the approximate time required for construction of the project in calendar and working days (based on the State standard definitions of calendar and working days) at the 90% and Final PS&E milestone. The schedule must include tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages. The Engineer shall provide assistance to the Authority in interpreting the schedule.

Specifications and General Notes. The Engineer shall identify necessary standard specifications, special specifications, special provisions, and the appropriate reference items. The Engineer shall prepare General Notes from the District's *Master List of General Notes*, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The Engineer shall provide General Notes, Special Specifications and Special Provisions in the required format.

The Engineer will prepare any miscellaneous details for construction / design clarification. e Engineer will provide the contract proposal/upfront bidding documents

CONSTRUCTION PHASE SERVICES/LETTING

The Engineer shall assist the Authority with the following:

- Pre-bid RFI's
- Pre-bid Conference
- Bid Opening
- Bid Tabulation & Review

LGPP CHECKLIST FOR PRELIMINARY ENGINEERING

The GEC will be responsible for submitting the Local Government Project Procedures Development Checklist for Advance Project Delivery at each set milestone.

SUBSURFACE UTILITY ENGINEERING (SUE)

1. **Utility Engineering Investigation (currently a Level D being performed under APD work order)** including utility investigations subsurface and above ground prepared in accordance with ASCE standard 38-22 defining Utility Quality Levels as follows:
 - a) **Utility Quality Levels** are defined in cumulative order (least to greatest) as follows:
 - 1) Quality Level D - Existing Records: Utilities are plotted from review of available existing records.
 - 2) Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.

- 3) Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.
 - 4) Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.
- b) Designate (Quality Level B), Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality levels C and D.
- 1) The Engineer shall:
 - (a) As requested by the State/Authority compile "As Built" information from plans, plats and other location data as provided by the utility owners.
 - (b) Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Engineer will examine utility owner's work to ensure accuracy and completeness.
 - (c) Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the State/Authority. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.
 - (d) Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable will be prepared and delivered to the State/Authority. It is understood by both the Engineer and the State/Authority that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the State/Authority. This information will be provided in the latest version of Microstation or Geopak used by the State/Authority. The electronic file will be delivered on C.D., as required by the State's District Office. A hard copy is required and must be signed, sealed, and dated by the Engineer. When requested by the State's District Office, the designated utility information must be overlaid on the State/Authority's design plans.
 - (e) Determine and inform the State/Authority of the approximate utility depths at critical locations as determined by the State/Authority. This depth indication is understood by both the Engineer and the State/Authority to be approximate only and is not intended to be used preparing the right of way and construction plans.
 - (f) When requested, provide a monthly summary of work completed and in process with adequate detail to verify compliance with agreed work schedule.
 - (g) close-out permits as required.

- (h) Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designated (Quality Level B) deliverable.
 - (i) Comply with all applicable State policy and procedural manuals.
- c) Subsurface Utility Locate (Test Hole) Service (Quality Level A). Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D.
 - 1) The Engineer shall:
 - (a) Review requested test hole locations and advise the State/Authority in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
 - (b) Coordinate with utility owner inspectors as may be required by law or utility owner policy.
 - (c) Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
 - (d) Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
 - (1) Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
 - (2) Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
 - (3) Elevation of existing grade over utility at test hole location.
 - (4) Horizontal location referenced to project coordinate datum.
 - (5) Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - (6) Utility facility material(s).
 - (7) Utility facility condition.
 - (8) Pavement thickness and type.
 - (9) Coating/Wrapping information and condition.
 - (10) Unusual circumstances or field conditions.
 - (a) Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.
 - (b) Be responsible for any damage to the utility during the locating process. In the event of damage, the Engineer shall stop work, notify the appropriate utility facility owner, the State and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The Engineer will not resume work until the utility facility owner has determined the corrective action to be taken. The Engineer shall be liable for all costs involved in the repair or replacement of the utility facility.
 - (c) Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
 - (d) Furnish and install a permanent above ground marker (as specified by the State's District Office), directly above the center line of the utility facility.

- (e) Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the Engineer shall return to correct the condition at no extra charge to the State/Authority.
- (f) Plot utility location position information to scale and provide a comprehensive utility plan sign and sealed by the responsible Engineer. This information will be provided in the latest version of MicroStation or GeoPak format used by the State/Authority. The electronic file will be delivered on C.D. When requested by the State/Authority, the Locate information must be overlaid on the State/Authority's design plans.
- (g) Return plans, profiles, and test hole data sheets to the State/Authority. If requested, conduct a review of the findings with the State/Authority.
- (e) Close-out permits as required.

PROJECT MANAGEMENT

- A. The Engineer will continue to coordinate with AUTHORITY staff, local municipal agencies, and utility companies.
- B. The Engineer will develop geometric and design criteria to establish uniform practices to be followed. Assemble existing TxDOT standard plans and prepare supplemental details for use as standard or guide plans for pavement, drainage, structures, traffic interchange facilities, traffic control, and other necessary appurtenances, all subject to the approval of the Authority.
- C. The Engineer will provide the Authority with monthly reports of progress and a summary of key decisions that have been made or need to be made.
- D. The Engineer will recommend approved designs, plans, and specifications and deliver to the Authority for bid advertisement. Assist the Authority in the process of bidding and award of construction contracts. Prepare final estimates of construction costs prior to the opening of construction bids.
- E. Professional engineers' seals shall conform to the guidelines and regulations adopted by the Texas Board of Professional Engineers.

PS&E Deliverables:






















































The Engineer shall provide the following information at each submittal:




















- 1. **60% Plans Submittal:**
 - Plan sheets in .pdf format for the Authority's review. The sheets shall include the following:
 - Title Sheet
 - Index Sheet (including Corresponding Standard Details Sheets)
 - Existing and Proposed Typical Sections Sheets
 - Plan & Profile Sheets
 - Alignment Data Sheets
 - Hydrologic Drainage Area Maps
 - Corresponding Quantity Summary Sheets
 - Applicable General Notes
 - Hydrologic Computation Sheets
 - Hydraulic Data Sheets
 - Drainage Area Maps
 - Drainage Plan & Profile

- Drainage Structure Details
 - Storm Sewer Details If applicable
 - Storm Water Pollution Prevention Plan
 - EPIC Sheet (Data To be Provided by TxDOT)
 - Corresponding Quantity Summary Sheets
 - Corresponding Standard Details Sheets
 - Applicable General Notes
 - Preliminary Estimate of Construction Cost.
 - Engineer's internal QA and QC marked up set.
 - Two (2) sets of 11" x 17" Cross Section Sheets.
2. **Review Submittal (90%):**
- Plan sheets in .pdf format for the Authority's Review. In addition to updated sheets from previous submittals also include:
 - Signing and Pavement Marking Sheets
 - Corresponding Quantity Summary Sheets
 - Corresponding Standard Details Sheets
 - Applicable General Notes
 - Preliminary Estimate of Construction Cost.
 - Engineer's internal QA and QC marked up set.
 - Revised Supporting Documents from 60% Plans Submittal.
 - Two (2) sets of 11" x 17" Cross Section Sheets.
 - Estimate
 - Specification List
 - List of governing Specifications and Special Provisions in addition to those required.
 - Triple Zero Special Provisions.
 - Construction Contract Time Schedule Estimate.
3. **Final submittal (100%):**
- One (1) paper set and PDF copy of 11" x 17" plan sheets.
 - One (1) paper set and PDF copy of 11" x 17" final cross section sheets and associated cross section information for Contractor's use.
 - Revised Supporting Documents from 90% Review Submittal.
 - Three (3) originals signed and sealed, of each of the Utility, ROW Encroachment, ROW Acquisition, ROW Relocation Certifications.
 - LGPP Checklist
4. **Electronic Copies:** The Engineer shall furnish the Authority of the final plans in the format of the current CADD system used by the Authority, .pdf format, and in the Authority's File Management System (FMS) format.
- Each CD/DVD shall be labeled and include the following:
 - CSJ
 - County
 - Highway
 - Date of the CD Burn
 - INTERIM (in 1" letters) Note: As-built shall specify FINAL.
 - Volume sequence (i.e. Disk 1 of 3)
 - The Engineer shall also provide separate CD or DVD containing cross section information (in dgn, XLR, & ASCII formats) for the Authority contractor to use.

5. **Calculations:** The Engineer shall provide the following:
- A 3-ring binder with all quantity and non-structural design calculations.
 - A bound copy of all engineering calculations, analysis, input calculations, quantities, geometric designs (GEOPAK GPK files), etc. relating to the project's structural elements. Project structural elements include, but are not limited to: bridges, retaining walls, overhead sign foundations, high-mast illumination foundations, non-standard culverts, custom headwalls and drainage appurtenances if applicable.
 - The Engineer may provide the calculations in .pdf format in lieu of the bound hard copies. The .pdf file should be submitted on a CD, DVD, or in ProjectWise (if applicable).

EXHIBIT C-2 - WORK SCHEDULE

| ID |  | Task Name | Duration | Start | Finish | Predecessors | 2022 | | | | | | | | | | | | 2023 | | | | | | | | | | | | 2024 | | | | | | | | | | | |
|----|---|--|----------|--------------|--------------|--------------|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|--|
| | | | | | | | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | | |
| 1 | | Whipple Road Schematic and Environmental | 825 days | Mon 8/3/20 | Fri 9/29/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 |  | NOTICE TO PROCEED | 0 days | Mon 5/16/22 | Mon 5/16/22 | | ◆ 5/16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | | Phase I: Planning, EA, Public Involvement, Schematic - Status | 825 days | Mon 8/3/20 | Fri 9/29/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | | Project Planning (Roadway) | 5 days | Mon 5/16/22 | Fri 5/20/22 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 |  | TxDOT Provides Executed PE AFA | 5 days | Mon 5/16/22 | Fri 5/20/22 | 2 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | | CCRMA Executes AFA | 5 days | Mon 5/16/22 | Fri 5/20/22 | 2 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | | Public Involvement (Roadway) | 60 days | Mon 5/16/22 | Fri 8/5/22 | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 |  | Develop Alternatives & Matrix | 60 days | Mon 5/16/22 | Fri 8/5/22 | 2 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | | Advertise & Conduct Public Meeting | 20 days | Mon 5/16/22 | Fri 6/10/22 | 8FS-60 days |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | | Select TPA | 40 days | Mon 6/13/22 | Fri 8/5/22 | 8FS-40 days |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | | Schematic (Roadway) | 200 days | Mon 5/16/22 | Fri 2/17/23 | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | | 1-Utilize Geopak and Microstation for all roadway design(Hours included in items below) | 0 days | Mon 5/16/22 | Mon 5/16/22 | 2 | ◆ 5/16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | | 2-Schematic Preparation | 6 days | Mon 5/16/22 | Mon 5/23/22 | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | | a-Horiz. Alignments, Layouts | 2 days | Mon 5/16/22 | Tue 5/17/22 | 12 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | | b-Vert. Alignments | 2 days | Wed 5/18/22 | Thu 5/19/22 | 14 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | | c-Typical Sections | 2 days | Fri 5/20/22 | Mon 5/23/22 | 15 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 17 | | 3-Design cross-sections at 500 ft intervals/earth work quantities/check slope selection including plotting | 4 days | Tue 5/24/22 | Fri 5/27/22 | 16 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 18 |  | 4a -- 60 % Schematic Submittal | 13 days | Mon 5/30/22 | Wed 6/15/22 | 17 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 19 | | TxDOT Review | 10 days | Thu 6/16/22 | Wed 6/29/22 | 18 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20 |  | 4b -- 90 % Schematic Submittal | 40 days | Tue 9/13/22 | Mon 11/7/22 | 19 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21 |  | TxDOT Review | 20 days | Tue 11/8/22 | Mon 12/5/22 | 20 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 22 |  | 4c- 100% Schematic Submittal | 10 days | Tue 12/6/22 | Mon 12/19/22 | 21 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 23 | | TxDOT Review | 14 days | Tue 12/20/22 | Fri 1/6/23 | 22 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 24 | | TxDOT Schematic Approval (Roadway) | 30 days | Mon 1/9/23 | Fri 2/17/23 | 23 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 25 | | Envionrmental Document (Roadway) | 805 days | Mon 8/3/20 | Fri 9/1/23 | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 26 |  | 1-Project Scope for CE | 20 days | Mon 5/16/22 | Fri 6/10/22 | 2 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 27 | | TxDOT Review | 10 days | Mon 8/3/20 | Fri 8/14/20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 28 | | 2-Archeological | 20 days | Mon 6/13/22 | Fri 7/8/22 | 26 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 29 | | TxDOT Review | 10 days | Mon 7/11/22 | Fri 7/22/22 | 28 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 30 | | 3-Historical | 20 days | Mon 6/13/22 | Fri 7/8/22 | 26 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 31 | | TxDOT Review | 10 days | Mon 7/11/22 | Fri 7/22/22 | 30 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 32 |  | 4-Water Resources Technical Report | 122 days | Mon 6/13/22 | Tue 11/29/22 | 26 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 33 | | TxDOT Review | 20 days | Wed 11/30/22 | Tue 12/27/22 | 32 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 34 |  | 5-Hazardous Materials Technical Report | 122 days | Mon 6/13/22 | Tue 11/29/22 | 26 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 35 | | TxDOT Review | 10 days | Wed 11/30/22 | Tue 12/13/22 | 34 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 36 |  | 6-Community Impact Technical Report | 140 days | Mon 6/13/22 | Fri 12/23/22 | 26 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 37 | | TxDOT Review | 10 days | Mon 12/26/22 | Fri 1/6/23 | 36 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 38 |  | 7-Bilogical Evaluation | 140 days | Mon 6/13/22 | Fri 12/23/22 | 26 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 39 | | TxDOT Review & USFW Review | 10 days | Mon 12/26/22 | Fri 1/6/23 | 38 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 40 |  | 8-Public Meeting | 1 day | Mon 1/23/23 | Mon 1/23/23 | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 41 |  | 9-Notice and Opportunity to Comment (NAOC) | 10 days | Mon 1/9/23 | Fri 1/20/23 | 39 |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 42 |  | 10-Environmentally Cleared | 155 days | Mon 2/27/23 | Fri 9/29/23 | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 43 |  | Work Authorizaition Complete | 1 day | Fri 1/31/25 | Fri 1/31/25 | 42 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | |
|--------------------------------------|-----------|--|--------------------|---|-----------------------|---|----------------|---|--------------------|---|
| Project: Whipple Date: Thu 5/2/24 | Task |  | Project Summary |  | Inactive Summary |  | Manual Summary |  | External Milestone |  |
| | Split |  | External Tasks |  | Manual Task |  | Start-only |  | Progress |  |
| | Milestone |  | External Milestone |  | Duration-only |  | Finish-only |  | Deadline |  |
| | Summary |  | Inactive Milestone |  | Manual Summary Rollup |  | External Tasks |  | | |

PROJECT: Whipple Road
CLIENT: CCRMA
CONTRACT: General Engineering Consulting Contract
CSJ: 0921-06-292
COUNTY: Cameron
RRP JOB NO.: U2716 SWA2 to WA31

EXHIBIT D-2 -- FEE ESTIMATE

| FUNCTION CODE | DESCRIPTION | FIRM | SERVICE | MAN-HOURS | | | | | | | | | | | | | | ESTIMATED FEE | TOTALS |
|---------------|---|------------|---------|-------------------|-----------------|-----------------|------------------|-------------------|-------------------|-------------------|--------------------|-------------------|-------------|------------------------|----------------|-------------|--------------|---------------|--------|
| | | | | Technical Advisor | Project Manager | Env Planner III | Env Scientist IV | Env Scientist III | Env Scientist VII | Engineer (Senior) | Engineer (Project) | Engineer (Design) | Senior CADD | Engineer in Training I | Admin/Clerical | TOTAL HOURS | | | |
| | PRELIMINARY ENGINEERING | | | | | | | | | | | | | | | | | | |
| 110 | Schematic | | | | | | | | | | | | | | | | | | |
| | Update/Finalize Schematic | RRP | BASIC | | 4 | | | | | 4 | 12 | 36 | 72 | | | 128 | \$16,367.60 | | |
| | Sub Total (110 - Schematic) | | | 0 | 4 | 0 | 0 | 0 | 0 | 4 | 12 | 36 | 72 | 0 | 0 | 128 | | \$16,367.60 | |
| 150 | FIELD SURVEYING AND PHOTOGRAMMETRY | | | | | | | | | | | | | | | | | | |
| | Update Survey and Voids (Includes ROW and ROW Mapping for 7 Parcels) | RODS | SPECIAL | | | | | | | | | | | | | | \$129,233.98 | | |
| | Sub Total (150 - FIELD SURVEYING AND PHOTOGRAMMETRY) | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | \$129,233.98 | |
| | ENVIRONMENTAL | | | | | | | | | | | | | | | | | | |
| | SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT | | | | | | | | | | | | | | | | | | |
| | General FC 120 Categories (Task / Deliverables) | | | | | | | | | | | | | | | | | | |
| | 120.01. Field Investigations | RRP | BASIC | | | | | | 80 | | | | | | | 80 | \$7,424.00 | | |
| | 120.02.01 - Social and Economic Impacts | RRP | BASIC | | 4 | | | 36 | | | | | 24 | | | 64 | \$6,290.80 | | |
| | 120.02.02 - Water Resources | RRP | BASIC | | | | | | | | | | | | | 0 | \$0.00 | | |
| | 120.02.02.01 - Surface Water | RRP | BASIC | | 4 | | | 24 | | | | | 10 | | | 38 | \$3,672.90 | | |
| | 120.02.02.02 - Waters of the US, including Wetlands | RRP | BASIC | | 4 | | | 80 | | | | | 40 | | | 124 | \$12,093.20 | | |
| | 120.02.03 - Biological Resources | RRP | BASIC | | 4 | | | 80 | | | | | 12 | | | 96 | \$9,084.60 | | |
| | 120.02.04 - Hazardous Materials | RRP | BASIC | | 4 | | | 80 | | | | | 12 | | | 96 | \$9,084.60 | | |
| | 120.02.05. Archeological/Historical Built Environmental Services | Stantec | SPECIAL | | | | | | | | | | | | | | \$7,082.98 | | |
| | 120.03 - Resource Agency Coordination | RRP | BASIC | | | | | | | | | | | | | 0 | \$0.00 | | |
| | 120.04.01 - Meeting with Affected Property Owners (MAPO) | RRP | BASIC | | 4 | | | 30 | | | | | 15 | | | 49 | \$4,766.95 | | |
| | 120.04.02 - Notice and Opportunity to Comment | RRP | BASIC | | | | | | | | | | | | | 0 | \$0.00 | | |
| | Sub Total (120 - SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT) | | | 0 | 0 | 24 | 0 | 410 | 0 | 0 | 0 | 0 | 113 | 0 | 0 | 547 | | \$59,500.03 | |
| | PLANS SPECIFICATIONS & ESTIMATE | | | | | | | | | | | | | | | | | | |
| | PS&E | | | | | | | | | | | | | | | | | | |
| | Design Conference | RRP | BASIC | | 2 | | | | | 2 | 8 | 12 | 16 | 16 | 8 | 64 | \$7,459.80 | | |
| | Environmental Permits, Issues and Commitments (EPIC) | RRP | BASIC | | 2 | | | | | 2 | | 8 | 8 | 8 | | 28 | \$3,610.44 | | |
| | Hydrological Studies - (See Drainage Design below) | RRP | BASIC | | | | | | | | | | | | | 0 | \$0.00 | | |
| | Roadway Design/Final Alignments | RRP | BASIC | | 32 | | | | | 60 | 140 | 180 | 270 | 180 | | 862 | \$112,237.62 | | |
| | Geotech - Finalize Pavement Design | B2Z | SPECIAL | | | | | | | | | | | | | | \$37,054.88 | | |
| | Traffic - Traffic Projections | C&M | SPECIAL | | | | | | | | | | | | | | \$19,441.99 | | |
| | Utilities - SUE | RODSUE | SPECIAL | | | | | | | | | | | | | | \$172,238.32 | | |
| | Utility Coordination | RRP | BASIC | | 20 | | | | | 24 | 100 | | 40 | 80 | 40 | 304 | \$40,288.00 | | |
| | Drainage Design | RRP | BASIC | | 20 | | | | | 24 | 200 | | 80 | 160 | | 484 | \$63,438.00 | | |
| | Operational Design | RRP | BASIC | | 8 | | | | | 8 | 36 | 80 | 140 | 80 | | 352 | \$41,821.08 | | |
| | Traffic Control Plan | RRP | BASIC | | 8 | | | | | 10 | 72 | 40 | 120 | 80 | | 330 | \$40,328.08 | | |
| | Design Review | RRP | BASIC | 36 | | | | | | | | | | | | 36 | \$10,989.00 | | |
| | Cost Estimate | RRP | BASIC | | 8 | | | | | 4 | 24 | | | | | 36 | \$6,778.08 | | |
| | Bid Package | RRP | BASIC | | 8 | | | | | 4 | 36 | | 80 | 80 | 16 | 224 | \$25,005.44 | | |
| | Letting | RRP | BASIC | | 40 | | | | | 24 | 36 | 40 | 16 | 40 | 16 | 212 | \$33,643.76 | | |
| | LGPP Checklist for Design and Bid Documents | RRP | BASIC | | 20 | | | | | 12 | 18 | | | 40 | 16 | 106 | \$15,567.76 | | |
| | Sub Total (- PS&E) | | | 36 | 168 | 0 | 0 | 0 | 0 | 174 | 670 | 360 | 770 | 764 | 96 | 3,038 | | \$629,902.23 | |
| 145 | GENERAL COORDINATION | | | | | | | | | | | | | | | | | | |
| | Project Manager (Proj Coord)(2 HRS/WK) | RRP | BASIC | | 54 | | | | | | | | | | | 54 | \$14,637.24 | | |
| | Progress Reports and Invoicing | RRP | BASIC | | 8 | | | | | | 4 | 4 | | 4 | 8 | 28 | \$4,220.62 | | |
| | Progress Meetings Monthly | RRP | BASIC | | 8 | | | | | | 8 | 8 | | | | 24 | \$4,436.16 | | |
| | Internal Meetings - Bi Weekly | RRP | BASIC | | 18 | | | | | | 18 | 18 | | | | 54 | \$9,981.36 | | |
| | Project Secretary /CLERICAL (2 hrs/week) | RRP | BASIC | | | | | | | | | | | | 54 | 54 | \$3,956.04 | | |
| | Total Hours | | | 36 | 260 | 24 | 0 | 410 | 0 | 178 | 712 | 426 | 955 | 768 | 158 | 3,927 | | \$37,231.32 | |
| | LABOR TOTALS | | | | | | | | | | | | | | | | | | |
| | Total Hours | MULTIPLIER | | 36 | 260 | 24 | 0 | 410 | 0 | 178 | 712 | 426 | 955 | 768 | 158 | 3,927 | | \$872,235.16 | |
| | CONTRACT RATES: (\$/MAN-HOUR) | 2.442 | | \$ 305.25 | \$ 271.06 | \$ 92.80 | \$ 134.31 | \$ 92.80 | \$ 75.70 | \$ 244.00 | \$ 151.40 | \$ 132.06 | \$ 107.45 | \$ 83.03 | \$ 73.26 | | | | |
| | BASE RATES: (\$/MAN-HOUR) | | | 125.00 | 111.00 | 38.00 | 55.00 | 38.00 | 31.00 | 100.00 | 62.00 | 54.08 | 44.00 | 34.00 | 30.00 | | | | |

PROJECT: Whipple Road
 CLIENT: CCRMA
 CONTRACT: General Engineering Consulting Contract
 CSJ: 0921-06-292
 COUNTY: Cameron
 RRP JOB NO.: U2716 SWA2 to WA31

EXHIBIT D-2 -- FEE ESTIMATE

| FUNCTION CODE | DESCRIPTION | FIRM | SERVICE | MAN-HOURS | | | | | | | | | | | | | | ESTIMATED FEE | TOTALS |
|---------------|--|----------|------------|-------------------|-----------------|-----------------|------------------|--------------------|-------------------|-------------------|--------------------|-------------------|-------------|------------------------|----------------|-------------|------------|---------------|--------|
| | | | | Technical Advisor | Project Manager | Env Planner III | Env Scientist IV | Env Scientist III | Env Scientist VII | Engineer (Senior) | Engineer (Project) | Engineer (Design) | Senior CADD | Engineer in Training I | Admin/Clerical | TOTAL HOURS | | | |
| 160 | | | | | | | | | | | | | | | | | | | |
| | NON LABOR | RRP (nl) | SPECIAL -N | | | | | | | | | | | | | | | | |
| | In-Person Project Meetings (Engineering) | RRP (nl) | SPECIAL -N | | | | | | | | | | | | | | | | |
| | Travel - Mileage | RRP (nl) | SPECIAL -N | | | Mileage Rate = | 0.67 | Mileage = | 120 | | Trips = | 22 | | | | | \$1,768.80 | | |
| | Field Investigations (Engineering) | RRP (nl) | SPECIAL -N | | | | | | | | | | | | | | | | |
| | Travel - Mileage | RRP (nl) | SPECIAL -N | | | Mileage Rate = | 0.67 | Mileage = | 120 | | Trips = | 10 | | | | | \$804.00 | | |
| | In-Person Project Meetings (Environmental) | RRP (nl) | SPECIAL -N | | | | | | | | | | | | | | | | |
| | Travel - Lodging | RRP (nl) | SPECIAL -N | 2 | Nights = | 4 | | Cost per Night = | | \$120.00 | Trips = | 4 | | | | | \$3,840.00 | | |
| | Travel - Meals | RRP (nl) | SPECIAL -N | 2 | Days = | 4 | | Cost per Day = | | \$60.00 | | | | | | | \$1,920.00 | | |
| | Travel - Rental Vehicle | RRP (nl) | SPECIAL -N | | Days = | 4 | | Rent/Gas per Day = | | \$75.00 | | | | | | | \$1,200.00 | | |
| | Agency Coordination In-Person Meetings | RRP (nl) | SPECIAL -N | | | | | | | | | | | | | | | | |
| | Travel - Lodging | RRP (nl) | SPECIAL -N | 2 | Nights = | 4 | | Cost per Night = | | \$120.00 | Trips = | 5 | | | | | \$4,800.00 | | |
| | Travel - Meals | RRP (nl) | SPECIAL -N | 2 | Days = | 4 | | Cost per Day = | | \$60.00 | | | | | | | \$2,400.00 | | |
| | Travel - Rental Vehicle | RRP (nl) | SPECIAL -N | | Days = | 4 | | Rent/Gas per Day = | | \$75.00 | | | | | | | \$1,500.00 | | |
| | Coordination Meetings by Agency | RRP (nl) | SPECIAL -N | | | | | | | | | | | | | | | | |
| | Hardcopy Materials (copies, paper, printing, for public hearing and pop-up events) | RRP (nl) | SPECIAL -N | | | | | | | | | | | | | | \$0.00 | | |
| | Miscellaneous Mileage | RRP (nl) | SPECIAL -N | | | | | | | | | | | | | | \$1,500.00 | | |
| | Equipment for Field Investigations (stakes, pin flags, flagging, etc.) | RRP (nl) | SPECIAL -N | | | | | | | | | | | | | | \$200.00 | | |
| | Media Storage Devices (CD, flash drive, etc.) | RRP (nl) | SPECIAL -N | | | | | | | | | | | | | | \$50.00 | | |
| | Sub Total (F.C. 160) | | | | | | | | | | | | | | | | | \$19,982.80 | |
| | PROJECT TOTAL | | | | | | | | | | | | | | | | | \$892,217.96 | |

**EXHIBIT D-2
COST PROPOSAL**

Geotechnical Engineering, Report & Summary



B2Z Engineering

| | | | MANHOURS | | | | | | |
|--|----|---|--------------------|-------------------------------------|---------------------------------|---------------------------|------------------|----------------|--------------|
| Whipple Road Project Client: RRP Consulting Engineers | | | Project Manager | Geotechnical Engineer (Eng V) | Project Engineer (Eng IV) | Engineering Tech (EIT) | CADD Operator | Admin/Clerical | Total |
| | | | | | | | | | |
| TASK | | | | | | | | | |
| | 1A | Project Management and Review - Field Operation Oversight | 2 | | 2 | | | | 4 |
| | 2A | Boring Locates and Utility Clearance | | | | 4 | | 4 | 8 |
| | 3A | Field Exploration - Field Logging for Soil Borings | | | | 8 | | | 8 |
| | 4A | Lab Analysis of Soil Borings - Assignments, Soil Logs, Soil Summ, Soil Classific. | | 2 | 4 | 8 | | | 14 |
| | 1B | Pavement Subgrade Stabilization Analysis & Recommendations | | 2 | 2 | | | | 4 |
| | 2B | Flexible Pavement Design | 4 | 28 | 62 | | | | 94 |
| | 3B | Pavement Material Recommendations | | 2 | 2 | | | | 4 |
| | 6B | Geo Report | 2 | 4 | 8 | | 2 | 2 | 18 |
| | 1C | Meetings, Conf Call, Invoice, Progress Reports, Admin, etc. | 4 | 2 | | | | 2 | 8 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | Subtotal | 12 | 40 | 80 | 20 | 2 | 8 | 162 |
| | | | | | | | | | |
| Labor Hours | | | 12 | 40 | 80 | 20 | 2 | 8 | 162 |
| Hourly Base Rates | | | | | | | | | |
| Direct Salary Cost | | | | | | | | | |
| Contract Rate | | | \$ 230.17 | \$ 192.84 | \$ 149.30 | \$ 84.76 | \$ 74.65 | \$ 64.54 | |
| Total Labor Costs | | | \$ 2,762.04 | \$ 7,713.60 | \$ 11,944.00 | \$ 1,695.20 | \$ 149.30 | \$ 516.32 | \$ 24,780.46 |

LINE ITEM EXPENSES

Printing Reproduction (N/A - Electronic Submittal Only)

\$ -

*B2Z Engineering (Sub-Total for Geo. Field & Lab Services)

\$ 12,274.40

* - (Please see page 2, for detailed estimates of testing)

Total Expenses

\$ 12,274.40

B2Z Total Cost

\$ 37,054.86

EXHIBIT D-2
Geotechnical Field and Laboratory Services
Whipple Rd. Project
Prepared for RRP Consulting Engineers

| | SERVICES | UNITS | UNITS | UNIT COST | TOTAL COST |
|--|--|-------|-------|-------------|---------------------|
| I. | Project Management / Review | | | | |
| | A. Project Engineer (Staff) - Op. Oversight | Hours | | \$ 139.60 | \$ - |
| II. | Utility Clearances / Boring Locates | | | | |
| | A. Technician (Locate Borings)(Util Clr) | Hours | | \$ 93.07 | \$ - |
| | B. Mileage | Mile | 120 | \$ 0.54 | \$ 64.80 |
| III. | Field Exploration | | | | |
| A | Mobilization/Demobilization (Drill Rig) | Mile | 120 | \$ 5.00 | \$ 600.00 |
| B | Field Exploration | | | | |
| | 1. Soil Boring/Rock Coring w SPT | LF | 70 | \$ 32.00 | \$ 2,240.00 |
| | 2. Backfilling Boreholes Bentonite Plug | LF | 70 | \$ 10.00 | \$ 700.00 |
| | 3. Supp. Vehicle-Trailer, Tools Water Supply | Mile | 120 | \$ 0.54 | \$ 64.80 |
| | 4. Vehicle Charge | Mile | 120 | \$ 0.54 | \$ 64.80 |
| | 5. Traffic Control Services (Med Project) | Day | 1 | \$ 2,500.00 | \$ 2,500.00 |
| C | Miscellaneous Field Services | | | | |
| IV. | Engineering Data Analysis / Report | | | | |
| | 1. Eng Tech (Soil Classification) | Hours | | \$ 93.07 | \$ - |
| | 2. Eng Tech (Logs & Summaries) | Hours | | \$ 93.07 | \$ - |
| | 1. Moisture Content (Tex-103-E) | Ea. | 35 | \$ 14.00 | \$ 490.00 |
| | 2a. Liquid Limit (Tex-104-E) | Ea. | 21 | \$ 40.00 | \$ 840.00 |
| | 2b. Plastic Limit (Tex-105-E) | Ea. | 21 | \$ 40.00 | \$ 840.00 |
| | 2c. Plasticity Index (Tex-106-E) | Ea. | 21 | \$ 50.00 | \$ 1,050.00 |
| | 3. Sieve Analysis (w/ Hyd) (Tex-110-E) | Ea. | | \$ 95.00 | \$ - |
| | 4. -200 Determination (Tex-111-E) | Ea. | 21 | \$ 40.00 | \$ 840.00 |
| | 5. Soils Sulfate Content (Tex-145-E) | Ea. | 7 | \$ 90.00 | \$ 630.00 |
| | 6. Lime Series Testing (Tex-121-E - Part 3) | Ea. | 3 | \$ 450.00 | \$ 1,350.00 |
| Project Sub-Total (Geo Field and Lab) | | | | | \$ 12,274.40 |

**EXHIBIT D-2
COST PROPOSAL**



| DESCRIPTION | Project Manager | Quality Manager | Senior Engineer | Project Engineer IV | Project Engineer II | Document Controller | Total Labor Hrs. | Remarks | Task Cost |
|--|--------------------|------------------|--------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Task 0. Project Management/Coordination | 4 | | 4 | | | | 8 | | \$ 1,876.20 |
| Task 1. Review of Existing Information | 2 | | 4 | 4 | | | 10 | | \$ 1,888.90 |
| Task 2. Estimate Future Development | 2 | | 4 | 12 | 24 | | 42 | | \$ 5,606.10 |
| Task 3. Develop Traffic Projections | 2 | | 6 | 8 | 16 | | 32 | | \$ 4,627.06 |
| Task 4. Documentation (+TPP Coordination) | 5 | 4 | 4 | 6 | 8 | 8 | 35 | | \$ 5,443.73 |
| Subtotal | 15 | 4 | 22 | 30 | 48 | 8 | 127 | | \$ 19,441.99 |
| HOURS TOTAL | 15 | 4 | 22 | 30 | 48 | 8 | 127 | | |
| LABOR RATE PER HOUR | \$ 252.69 | \$ 249.97 | \$ 216.36 | \$ 129.52 | \$ 111.71 | \$ 80.52 | | | |
| TOTAL DIRECT LABOR COST | \$ 4,043.04 | \$ 999.88 | \$ 2,192.64 | \$ 3,885.60 | \$ 5,808.92 | \$ 644.16 | \$ 20,574.24 | | |
| % LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE) | 19.65% | 4.86% | 25.24% | 18.89% | 28.23% | 3.13% | 100.00% | | CHECK |
| % LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS) | 11.94% | 2.99% | 17.91% | 22.39% | 38.81% | 5.97% | 100.00% | \$ 20,574.24 | |
| TOTAL DIRECT LABOR COST | | | | | | | | | \$ 19,441.99 |
| TOTAL DIRECT EXPENSES* | | | | | | | | | \$ - |
| GRAND TOTAL | | | | | | | | | \$ 19,441.99 |

*Direct expenses will be charged based on actual costs.

**EXHIBIT D-2
COST PROPOSAL**

SUB PROVIDER NAME: RODS SURVEYING, INC.
WHIPPLE ROAD FROM FM 1575 (OLD ALICE ROAD)
TO FM 1847 (ARROYO BLVD)

| | | LABOR | | | | | UNIT COST | | | | Task Labor Hours | Task Labor Budget |
|--|---|-------------------------|-------------------------|------------------|-------------|----------------|-------------------------|-------------------------|-------------------------|-------------------------|------------------------|-------------------------|
| TASK | TASK/ DESCRIPTION | RPLS Project Manager | Senior CADD Operator | CADD Operator | Abstractor | Admin/Clerical | 1-MAN SURVEY CREW | 2-MAN SURVEY CREW | 3-MAN SURVEY CREW | 4-MAN SURVEY CREW | | |
| UNLOADED LABOR BILLING RATE | | \$180.53 | \$115.00 | \$100.00 | \$85.29 | \$65.00 | \$105.00 | \$160.00 | \$190.00 | \$210.00 | | |
| TOPOGRAPHIC SURVEY AND RIGHT-OF-WAY MAPPING | | | | | | | | | | | | |
| 1 | Establish and verify Horizontal and Vertical Survey Control. Perform digital leveling between control points as necessary. Prepare Horizontal and Vertical Survey Control Index Sheets including control sketches and 8.5"x11" survey control data sheet, all signed by a Texas RPLS. | 16 | 12 | 40 | | | | 10 | 70 | | 148 | \$ 23,168.48 |
| 2 | Establish existing right-of-way, secure vesting documents for abutting property owners and easements of record along the corridor. Secure Right-of-Entry. Prepare (8) corner clips parcel plats and M&B for acquisition. | 6 | 60 | 130 | 80 | 40 | | | 60 | | 376 | \$ 41,806.38 |
| 3 | Perform topographic surveys. Collect drainage features with invert data, cross-sections, signs, visible utilities not shown in the topographic file provided. Update as needed. | 4 | 50 | 120 | | | | 16 | 120 | | 310 | \$ 43,832.12 |
| Subtotal Hours | | 26 | 122 | 290 | 80 | 40 | 0 | 0 | 26 | 250 | 0 | \$ 108,806.98 |
| Subtotal Labor Cost | | \$ 4,693.78 | \$ 14,030.00 | \$ 29,000.00 | \$ 6,823.20 | \$ 2,600.00 | \$ - | \$ - | \$ 4,160.00 | \$ 47,500.00 | \$ - | \$ 108,806.98 |
| | | | | | | | | | | | ODE | \$ 20,427.00 |
| | | | | | | | | | | | GRAND TOTAL | \$ 129,233.98 |

| Reimbursable Direct Expenses | Rate | Unit | Amount | Total |
|--|-----------|------------|--------|---------------------|
| Mileage | \$ 0.670 | mile | 2,000 | \$ 1,340.00 |
| Lodging/Hotel - Taxes and Fees | \$ 45.00 | day/person | 67 | \$ 3,015.00 |
| Lodging/Hotel (Taxes/fees not included) | \$ 108.00 | day/person | 67 | \$ 7,236.00 |
| Meals (Excluding alcohol & tips) (Overnight stay required) | \$ 59.00 | day/person | 67 | \$ 3,953.00 |
| Map Records | \$ 4.00 | sheet | 20 | \$ 80.00 |
| Deed Copies | \$ 3.00 | sheet | 180 | \$ 540.00 |
| Certified Letter Return Receipt | \$ 9.00 | each | 7 | \$ 63.00 |
| Type II ROW Monument - Poured 2-3 Feet (includes equipment, materials, & rentals). | | | | |
| Marker supplied by TxDOT | \$ 300.00 | each | 14 | \$ 4,200.00 |
| TOTAL REIMBURSABLE DIRECT EXPENSES | | | | \$ 20,427.00 |

**EXHIBIT D-2
COST PROPOSAL**

Sub Provider: RODS Subsurface Utility Engineering, Inc.
Specified Rate Fee Payment Basis

October 25, 2024

| Salary Classification | | | Contract Rate | Hours/Quantity | Total |
|--|---|------|---------------|----------------|--------------|
| Project Manager | | | \$199.84 | 14 | \$2,797.76 |
| Engineer | | | \$96.82 | 20 | \$1,936.40 |
| Engineer-In-Training | | | \$85.00 | 0 | \$0.00 |
| Senior CADD Operator | | | \$102.48 | 0 | \$0.00 |
| CADD Operator | | | \$93.70 | 0 | \$0.00 |
| Admin/Clerical | | | \$65.00 | 24 | \$1,560.00 |
| Senior Engineer | | | \$178.61 | 28 | \$5,001.08 |
| SUBTOTAL FOR LABOR | | | | 86 | \$11,295.24 |
| | Vacuum Excavation Vehicles (Mobilization) | mi | \$4.00 | 986 | \$3,944.00 |
| | Pavement Coring | each | \$250.00 | 10 | \$2,500.00 |
| SUE Quality Level C & D (Includes labor and equipment for records research, CADD and mapping.) | | LF | \$0.70 | 42,100 | \$29,470.00 |
| SUE Quality Level B - Utility Designation (Includes labor and equipment for records research, designating, engineering, surveying, CADD mapping and limited traffic control.) | | LF | \$1.45 | 43,800 | \$63,510.00 |
| SUE Field Services | | | | | |
| One (1) Designating Person with equipment | | Hour | \$105.00 | 36 | \$3,780.00 |
| Two (2) Designating People with equipment | | Hour | \$175.00 | 36 | \$6,300.00 |
| SUE Quality Level A testholes (Per testhole depth) | | | | | |
| | Level A: 0 to 4.99 ft. | Each | \$965.00 | 6 | \$5,790.00 |
| | Level A: > 5 to 7.99 ft. | Each | \$1,330.00 | 6 | \$7,980.00 |
| | Level A: > 8 to 12.99 ft. | Each | \$1,600.00 | 6 | \$9,600.00 |
| | Level A: > 13 to 19.99 ft. | Each | \$2,100.00 | 2 | \$4,200.00 |
| | Level A: > 20 ft. | VF | \$155.00 | 1 | \$155.00 |
| SUBTOTAL FOR UNIT COST | | | | | \$137,229.00 |

| | | |
|------------------------------|----------------|---------------------|
| SUMMARY | | |
| SUBTOTAL FOR LABOR | (see attached) | \$11,295.24 |
| SUBTOTAL FOR UNIT COST | (see above) | \$137,229.00 |
| SUBTOTAL FOR DIRECT EXPENSES | (see attached) | \$23,714.08 |
| TOTAL | | \$172,238.32 |

**EXHIBIT D-2
COST PROPOSAL**

LABOR BUDGET BY TASK

\$199.84 \$96.82 \$85.00 \$102.48 \$93.70 \$65.00 \$178.61

| RODS Subsurface Utility Engineering, Inc. (SUB PROVIDER) | | Project Manager | Engineer | Engineer-In-Training | Senior CADD Operator | CADD Operator | Admin/Clerical | Senior Engineer | TOTAL |
|---|--|-----------------|----------|----------------------|----------------------|---------------|----------------|-----------------|-----------------|
| 1.0 PROJECT MANAGEMENT (FC 145) | | | | | | | | | |
| A | Progress Meetings - Prep, Attendance, Doc. | 14 | 20 | | | | | 20 | \$8,306 |
| B | Invoicing | | | | | | 24 | 8 | \$2,989 |
| SUBTOTAL FOR LABOR | | 14 | 20 | 0 | 0 | 0 | 24 | 28 | \$11,295 |

EXHIBIT D-2
COST PROPOSAL

| RODS Subsurface Utility Engineering, Inc. Service to Be Provided | Unit | Fixed Cost | Maximum Cost | Quantity | Total |
|---|------------|------------|-----------------|----------|---------------------|
| Travel | | | | | |
| QLB SUE Crew | | | | | |
| Lodging/Hotel (Taxes / fees not included) | day/person | | \$ 102.00 | 24 | \$ 2,448.00 |
| Lodging/Hotel - Taxes and fees | day/person | | \$ 35.00 | 24 | \$ 840.00 |
| Meals (Excluding alcohol & tips) (Overnight stay required) | day/person | | \$ 56.00 | 24 | \$ 1,344.00 |
| Mileage | mile | | \$ 0.540 | 1,066 | \$ 575.64 |
| QLA SUE Crew | | | | | |
| Lodging/Hotel (Taxes / fees not included) | day/person | | \$ 102.00 | 18 | \$ 1,836.00 |
| Lodging/Hotel - Taxes and fees | day/person | | \$ 35.00 | 18 | \$ 630.00 |
| Meals (Excluding alcohol & tips) (Overnight stay required) | day/person | | \$ 56.00 | 18 | \$ 1,008.00 |
| Mileage | mile | | \$ 0.540 | 986 | \$ 532.44 |
| Miscellaneous | | | | | |
| Car Rental | day | | \$ 30.00 | | \$ - |
| Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel) | day | | \$ 3,000.00 | | \$ - |
| Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel) | day | | \$ 2,500.00 | 5 | \$ 12,500.00 |
| Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (Includes labor, equipment and fuel) | day | | \$ 1,375.00 | | \$ - |
| Attenuator trucks - (lane/Shoulder Closure) (Includes labor, equipment and fuel) | day | | \$ 400.00 | 5 | \$ 2,000.00 |
| Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel) | day | | \$ 250.00 | | \$ - |
| SUBTOTAL FOR DIRECT EXPENSES | | | | | \$ 23,714.08 |

Exhibit D-2 Cost Proposal



FEE ESTIMATE - Whipple Road

| | | Project Manager | Quality Manager | Deputy Project Manager | Environmental Scientist V / Archeologist | Environmental Scientist V / Archeologist | Environmental Scientist V / Historian | Environmental Scientist V / GIS | GIS Manager | Admin / Clerical | | | | |
|----------------------------|---------------------------------------|-----------------|-----------------|------------------------|---|---|--|------------------------------------|-------------|------------------|-----------------|-------|------------|------------|
| Project Billing Rate (T&M) | | \$150.00 | \$149.57 | \$138.00 | \$125.00 | \$125.00 | \$125.00 | \$125.00 | \$83.55 | \$51.21 | Project Summary | | | |
| Total Units (T&M) | | 3.00 | 6.00 | 4.00 | 2.00 | 16.00 | 12.00 | 5.00 | 6.00 | 6.00 | Hours | | | |
| Fee (T&M) | | \$450.00 | \$897.42 | \$552.00 | \$250.00 | \$2,000.00 | \$1,500.00 | \$625.00 | \$501.30 | \$307.26 | Labour | | | |
| | | | | | | | | | | | Total | | | |
| | | | | | | | | | | | Fixed Fee | | | |
| | | | | | | | | | | | Time & Material | | | |
| | | | | | | | | | | | Total | | | |
| WBS Code | Task Name | Units | | | | | | | | | Task Type | Hours | Labour | Total |
| 1 | Project Management | 2.00 | | | | | | | | 6.00 | Time & Material | 8.00 | \$583.26 | \$583.26 |
| 2 | Archeological Services | | | | | | | | | | Time & Material | 30.00 | \$3,601.44 | \$3,601.44 |
| 2.1 | Archeological Background Study | 1.00 | 2.00 | 2.00 | 2.00 | 16.00 | | 1.00 | 6.00 | | Time & Material | 30.00 | \$3,601.44 | \$3,601.44 |
| 3 | Historical Built Environment Services | | | | | | | | | | Time & Material | 22.00 | \$2,898.28 | \$2,898.28 |
| 3.1 | PCR | 2.00 | 4.00 | | | | 12.00 | 4.00 | | | Time & Material | 22.00 | \$2,898.28 | \$2,898.28 |

**2-M CONSIDERATION AND POSSIBLE ACTION ON THE
STATEMENTS OF QUALIFICATIONS AND PROPOSALS
RECEIVED IN RESPONSE TO THE REQUEST FOR
QUALIFICATIONS FOR GENERAL ENGINEERING
CONSULTANT SERVICES 2024-002.**

M E M O R A N D U M

TO: CCRMA Board of Directors

FROM: Pete Sepulveda, Jr., Executive Director *PSG*

DATE: October 31, 2024

SUBJ: Consideration and possible action on the Statement of Qualifications received in response to the RFQ for GEC services 2024-002

The CCRMA evaluation committee, which consisted of the Executive Director, Chief Development Engineer and Environmental Manager have completed their scoring of the statement of qualifications and proposals and have prepared a recommendation for the board. Below is a summary of the process and activities which have taken place in performing this procurement.

| TASK/Note | Date |
|---|----------|
| CCRMA submits draft RFQ to TxDOT for comments | 06/04/24 |
| CCRMA submits draft RFQ to legal for approval | 06/13/24 |
| TxDOT responds to draft RFQ- TxDOT approval not required | 07/19/24 |
| CCRMA issues final approved RFQ 2024-002 | 07/26/24 |
| First Advertisement | 07/27/24 |
| Second Advertisement | 08/03/24 |
| Questions received by deadline, total of 3 received | 08/09/24 |
| CCRMA posts Responses | 08/12/24 |
| SOQ's Received Final List (6) in total | 08/28/24 |
| SOQ's reviewed for compliance and eligibility | 09/06/24 |
| CCRMA meets with legal regarding compliance and eligibility of (3) Proposers (memo attached). | 09/12/24 |
| CCRMA Notifies (3) Proposers: 1) AGHA Engineering, LLC, 2) Huitt Zollars, and 3) Goree Architects with an emailed letter their proposal was not compliant and not accepted for scoring. | 09/13/24 |
| CCRMA Evaluation Team individually completes SOQ scoring of eligible proposers | 09/20/24 |
| CCRMA Evaluation Team SOQ total scores calculated moves to 2 nd step of procurement with RFP process. | 09/20/24 |
| CCRMA submits draft RFP to legal for approval | 09/23/24 |

| | |
|--|----------|
| CCRMA issues RFP to 3 proposers 1) Civil Systems Engineering, 2) HDR, and 3) RRP Consulting Engineers | 09/23/24 |
| CCRMA receives Questions for RFP | 09/30/24 |
| CCRMA responds to Questions for RFP | 10/03/24 |
| CCRMA Receives RFPs from 1) Civil Systems Engineering, 2) HDR, and 3) RRP Consulting Engineers | 10/10/24 |
| CCRMA conducts interviews with all proposing firms Civil Systems Engineering, Inc. – 9:00am HDR – 10:00am RRP – 11:00am | 10/14/24 |
| CCRMA Evaluation Team individually scores RFP's | 10/14/24 |
| CCRMA finalizes Evaluation Team scores and ranking | 10/15/24 |

Below is a summary of the SOQ scores and ranking prior to issuing RFP

Evaluation Committee Scores
RFQ 2024-002 General Engineering Consultant Services

| Committee Score | Civil Systems Engineering, Inc. | HDR | R.R.P. Consulting Engineers, LLC |
|-----------------|---------------------------------|-----|----------------------------------|
| Evaluator 1 | 82 | 85 | 91 |
| Evaluator 2 | 74 | 90 | 84 |
| Evaluator 3 | 88 | 95 | 91 |
| Total | 244 | 270 | 266 |

Each response was evaluated in the following categories:

| Scoring Criteria | Points |
|---|------------|
| Management Experience and Approach serving as GEC | 25 |
| Experience and expertise of Key Individuals in performing GEC duties and project development technical areas (including construction, engineering, and inspection services) | 30 |
| Past Performance on similar GEC and project development assignments | 20 |
| Approach to Quality Control/Quality Assurance in project development activities and construction phase engineering services serving as GEC | 25 |
| Total | 100 |

The CCRMA evaluation team recommended that the firms be provided with the opportunity to respond to a Request for Proposal (RFP) as the second portion of the procurement.

The RFP process required each firm to provide staffing plan for each of the key phases of project development, from conception to completion. Each firm was evaluated by the CCRMA team, with the criteria outlined within the RFP.

Below is a summary of the RFP final scores.

Evaluation Committee Scores
RFP for RFQ 2024-002 General Engineering Consultant Services

| Committee Score | Civil Systems Engineering, Inc. | HDR | R.R.P. Consulting Engineers, LLC |
|------------------------|--|------------|---|
| Evaluator 1 | 71 | 84 | 87 |
| Evaluator 2 | 75 | 85 | 80 |
| Evaluator 3 | 88 | 96 | 89 |
| Total | 234 | 265 | 256 |

Each response was evaluated in the following categories:

| Scoring Criteria | Points |
|--|---------------|
| 1. Experience and expertise of Key Individuals in performing GEC duties and project development in all technical areas identified in scope of services as shown in Appendix A of RFQ 2024-002 (including construction, engineering, and inspection services) | 50 |
| 2. Interview | 50 |
| Total | 100 |

The RFP scores were in line with the scores of the SOQ's producing a final ranking and recommendation for the CCRMA board to award the procurement to all three firms and authorize staff to commence contract negotiations with the firms in the order of the final ranking.

- 1. HDR**
- 2. R.R.P Consulting Engineers, LLC**
- 3. Civil Systems Engineering, Inc.**

**2-N CONSIDERATION AND APPROVAL OF AN AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND HDR.**

**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

AGREEMENT FOR

**GENERAL CONSULTING
CIVIL ENGINEERING SERVICES**

HDR ENGINEERING, INC.

TABLE OF CONTENTS

| | | |
|-----|--|----|
| 1. | THE SERVICES, GENERALLY | 2 |
| 2. | SCOPE OF CONSULTANT SERVICES. | 3 |
| 3. | “CONSULTING ENGINEERS” UNDER TRUST AGREEMENTS..... | 4 |
| 4. | COMPENSATION. | 4 |
| | a. Maximum Contract Amount | 4 |
| | b. Authorized Methods of Compensation | 4 |
| | c. Specific Rates of Compensation Method..... | 5 |
| | d. The Multiplier | 6 |
| | e. Computation and Adjustment of the Multiplier..... | 6 |
| | f. Expenses | 7 |
| | g. Non-compensable Time | 8 |
| | h. Invoices and Records | 9 |
| | i. Effect of Payments | 10 |
| | j. No Adjustments to Rate Schedule and Multipliers..... | 10 |
| | k. Commercial Pricing | 11 |
| | l. Place of Payment..... | 11 |
| | m. Timing of Payments..... | 11 |
| | n. Taxes | 12 |
| | o. On-Call or Indefinite Delivery/Indefinite Quantity (IDIQ) | 13 |
| | p. Compensation of Subconsultants..... | 13 |
| | q. Compliance with Federal and State Cost Principles | 14 |
| 5. | TIME OF PERFORMANCE. | 15 |
| 6. | TERMINATION FOR DEFAULT..... | 15 |
| 7. | OPTIONAL TERMINATION..... | 17 |
| | a. Generally..... | 17 |
| | b. No Further Rights, Etc | 17 |
| | c. No Further Compensation..... | 18 |
| 8. | TERMINATION, GENERALLY..... | 18 |
| 9. | SUSPENSION OR MODIFICATION OF SERVICES; DELAYS AND DAMAGES..... | 18 |
| 10. | PERSONNEL, EQUIPMENT AND MATERIAL, GENERALLY. | 19 |
| | a. Adequate Personnel, Etc | 19 |
| | b. Removal of Personnel | 20 |
| | c. GEC Furnishes Equipment, Etc | 21 |
| | d. Key Personnel | 21 |
| 11. | PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS. | 22 |
| 12. | PERSONNEL AT AUTHORITY’S FACILITIES..... | 22 |
| 13. | OWNERSHIP OF PLANS. | 23 |
| | a. Generally..... | 23 |
| | b. Separate Assignment..... | 24 |
| 14. | WORK AUTHORIZATIONS. | 25 |
| 15. | SUBLETTING..... | 26 |
| 16. | APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS..... | 26 |
| | a. Witness..... | 26 |

| | | |
|-----|--|----|
| b. | Meetings..... | 27 |
| 17. | COMPLIANCE WITH LAWS..... | 27 |
| 18. | INSURANCE..... | 28 |
| a. | Workers' Compensation Insurance..... | 28 |
| b. | Commercial General Liability Insurance..... | 28 |
| c. | Business Automobile Liability Insurance..... | 29 |
| d. | Valuable Papers Insurance..... | 29 |
| e. | Architects and/or Engineers Professional Liability Insurance/Errors and Omissions Insurance | 29 |
| f. | General for All Insurance..... | 29 |
| 19. | RELATIONSHIP BETWEEN THE PARTIES..... | 31 |
| 20. | AUTHORITY INDEMNIFIED..... | 32 |
| 21. | DELIVERY OF NOTICES, ETC..... | 33 |
| a. | Notices to the Authority..... | 33 |
| b. | Notices to the GEC | 33 |
| c. | Date of Delivery..... | 34 |
| 22. | REPORTS OF ACCIDENTS, ETC..... | 34 |
| 23. | AUTHORITY'S ACTS. | 35 |
| 24. | LIMITATIONS..... | 35 |
| 25. | CAPTIONS NOT A PART HEREOF..... | 35 |
| 26. | CONTROLLING LAW, VENUE. | 35 |
| 27. | TIME OF ESSENCE. | 35 |
| 28. | SEVERABILITY..... | 36 |
| 29. | SUCCESSORS. | 36 |
| 30. | AUTHORIZATION..... | 36 |
| 31. | INTERPRETATION..... | 36 |
| 32. | CONFLICTS OF INTEREST..... | 37 |
| 33. | THE GEC'S RESPONSE; COMPLETE AGREEMENT. | 37 |
| a. | The GEC's Response | 37 |
| b. | Complete Agreement | 37 |

Appendix A Scope of Consultant Services

Appendix B Rate Schedule

Appendix C Key Personnel

Appendix D Work Authorization

Appendix E RFQ and RFP Response

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

THIS AGREEMENT, made as of this 31st day of October 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 **HDR ENGINEERING, INC.**, 4828 Loop Central Drive, Suite 700, Houston, Texas 77081, hereinafter referred to as the “GEC”.

W I T N E S S E T H:

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

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

WHEREAS, HDR ENGINEERING, INC. was selected by CCRMA as one of the firms to serve as a GEC for the Authority; and

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

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

1. **THE SERVICES, GENERALLY.**

The Authority hereby retains the GEC to serve as the Authority's General Engineering Consultant pursuant to the terms set forth in this Agreement. All work to be performed by or on behalf of the GEC hereunder is hereinafter referred to as the "Services". In performing the Services, the GEC shall operate as an extension of, and in complete coordination with, the Authority's staff with respect to all projects which now or in the future are studied, constructed or operated by the Authority (the "Projects"), provided that nothing herein shall alter the GEC's status as an independent contractor as fully set forth in Section 19 below. To that end, the GEC shall represent, advance, and further the interests of the Authority throughout all aspects and phases of the Authority's activities and shall, when and as requested by the Authority, support the Authority in its dealings with contractors and suppliers, engineers and other consultants, the Authority's general counsel and accountants, financial advisor, traffic and revenue advisors, bond counsel, rating agencies and underwriters, governmental entities and the public, all in accordance with the standards customarily possessed and exercised by a practicing member of the engineering profession enjoying a favorable national reputation and currently practicing under similar circumstances. 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 2.8889 (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 1.5794 times direct labor cost, plus twelve percent (12%) for profit, for a Multiplier of 2.8889 times direct labor cost (computed as follows: $(1+[1.5794] \times 1.12)$).

The Multiplier will be adjusted up or down according to the GEC's audited FAR overhead rate for the preceding year, with the first such adjustment occurring as of January 1, 2025, 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: | Bank of America, 1401 Elm Street 2nd Floor, Dallas, TX 75202 |
| ABA Number: | 021000089 |
| Account Name: | HDR Engineering, Inc. |
| Account Number: | 355004076604 |
| Routing Number: | 081000032 40776559 |

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 October 31, 2024, and concluding October 31, 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 Michael P. Meroney, P.E., Vice President, HDR Engineering, Inc., 4828 Loop Central Drive, Suite 700, Houston, Texas 77081, 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**

By: 
Name: Frank Parker, Jr.
Title: Chairman
Date: October 31, 2024

HDR ENGINEERING, INC.

By: 
Name: David C. Weston
Title: Vice President
Date: 10-31-2024

Attest: 
By: Elizabeth C. Buell, Assistant Secretary
Omaha, NE

APPENDIX A

SCOPE OF CONSULTANT SERVICES

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

1. Project management

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

2. Feasibility studies and evaluation

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

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

3. Project initiation and coordination

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

4. Environmental Compliance

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

5. Right of way acquisition and utilities accommodations

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

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

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

7. Project procurement and contract administration services

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

8. Construction management and inspection services

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

9. Project maintenance

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

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

10. Transportation Programming Services

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

11. Project funding support and compliance with Federal and State funding source requirements

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

APPENDIX B

RATE SCHEDULE

The Rate Schedule is attached hereto and incorporated by reference as if fully set forth herein.

Appendix B
RATE SCHEDULE - HDR Engineering, Inc.

| Job Classification | Years of Experience | Negotiated Base Rate | Hourly Contract Rate Year 1 | Hourly Contract Rate Year 2 |
|----------------------------------|----------------------------|-----------------------------|------------------------------------|------------------------------------|
| Project Manager - GEC | 30+ | \$125.00 | \$361.12 | \$373.76 |
| Deputy Project Manager | 10+ | \$90.00 | \$260.00 | \$269.10 |
| Technical Advisor - Senior | 20+ | \$129.00 | \$372.67 | \$385.72 |
| Quality Manager | 10+ | \$90.00 | \$260.00 | \$269.10 |
| Engineer (Senior) | 15+ | \$92.00 | \$265.78 | \$275.08 |
| Engineer (Project) | 10 to 15 | \$63.50 | \$183.45 | \$189.87 |
| Engineer (Design) | 5 to 10 | \$59.00 | \$170.45 | \$176.41 |
| Engineer (Traffic) | 5 to 15 | \$67.00 | \$193.56 | \$200.33 |
| Engineer (ITS) - Senior | 15+ | \$95.00 | \$274.45 | \$284.05 |
| Engineer (ITS) | 5 to 15 | \$68.00 | \$196.45 | \$203.32 |
| Construction Project Engineer | 5 to 15 | \$79.24 | \$228.92 | \$236.93 |
| Engineer-In-Training | 0 to 5 | \$45.00 | \$130.00 | \$134.55 |
| Engineer Technician - Senior | 15+ | \$54.00 | \$156.00 | \$161.46 |
| Engineer Technician | 5 to 15 | \$39.00 | \$112.67 | \$116.61 |
| Engineer Technician - Junior | 0 to 5 | \$30.00 | \$86.67 | \$89.70 |
| CADD Operator | 5 to 15 | \$39.00 | \$112.67 | \$116.61 |
| GIS Manager - Senior | 15+ | \$73.00 | \$210.89 | \$218.27 |
| GIS Analyst - Senior | 15+ | \$57.00 | \$164.67 | \$170.43 |
| GIS Analyst | 5 to 15 | \$42.00 | \$121.33 | \$125.58 |
| GIS Analyst - Junior | 0 to 5 | \$36.00 | \$104.00 | \$107.64 |
| Transportation Planner - Senior | 15+ | \$90.00 | \$260.00 | \$269.10 |
| Transportation Planner IV | 10 to 15 | \$63.37 | \$183.07 | \$189.48 |
| Transportation Planner III | 5 to 10 | \$52.00 | \$150.22 | \$155.48 |
| Transportation Planner I/II | 0 to 5 | \$35.84 | \$103.54 | \$107.16 |
| Environmental Planner - Senior | 15+ | \$91.35 | \$263.90 | \$273.14 |
| Environmental Planner IV | 10 to 15 | \$62.00 | \$179.11 | \$185.38 |
| Environmental Planner III | 5 to 10 | \$50.00 | \$144.45 | \$149.50 |
| Environmental Planner I/II | 0 to 5 | \$40.73 | \$117.67 | \$121.78 |
| Traffic Analyst III | 5 to 10 | \$40.92 | \$118.21 | \$122.35 |
| Traffic Analyst I/II | 0 to 5 | \$38.46 | \$111.11 | \$115.00 |
| Graphic Designer | 5 to 15 | \$45.00 | \$130.00 | \$134.55 |
| Public Involvement Officer - Sr. | 15+ | \$59.46 | \$171.78 | \$177.79 |
| Public Involvement Officer | 5 to 15 | \$50.97 | \$147.25 | \$152.40 |
| Public Involvement Officer - Jr. | 0 to 5 | \$35.00 | \$101.11 | \$104.65 |

Appendix B
RATE SCHEDULE - HDR Engineering, Inc.

| Job Classification | Years of Experience | Negotiated Base Rate | Hourly Contract Rate Year 1 | Hourly Contract Rate Year 2 |
|---|----------------------------|-----------------------------|------------------------------------|------------------------------------|
| Public Involvement Specialist - Sr | 15+ | \$60.00 | \$173.34 | \$179.40 |
| Environmental Scientist - Senior | 15+ | \$68.00 | \$196.45 | \$203.32 |
| Environmental Scientist IV | 10 to 15 | \$57.00 | \$164.67 | \$170.43 |
| Field Technician (Environmental, Biological, Archeological) | 5 to 15 | \$37.00 | \$106.89 | \$110.63 |
| Technical Writer/Editor - Senior | 15+ | \$65.00 | \$187.78 | \$194.35 |
| Visualization 3D Manager | 15+ | \$64.70 | \$186.91 | \$193.46 |
| Visualization 3D Specialist | 5 to 15 | \$55.00 | \$158.89 | \$164.45 |
| Engineer Technician (Non-Destructive Testing) | 5 to 15 | \$48.08 | \$138.90 | \$143.76 |
| Construction Superintendent | 15+ | \$65.00 | \$187.78 | \$194.35 |
| Construction Inspector IV | 15+ | \$59.00 | \$170.45 | \$176.41 |
| Construction Inspector III | 10 to 15 | \$48.00 | \$138.67 | \$143.52 |
| Construction Inspector II | 5 to 10 | \$42.00 | \$121.33 | \$125.58 |
| Construction Inspector I | 0 to 5 | \$35.00 | \$101.11 | \$104.65 |
| Construction Records Auditor | 5+ | \$73.00 | \$210.89 | \$218.27 |
| Project Control Specialist - Senior | 15+ | \$65.00 | \$187.78 | \$194.35 |
| Project Control Specialist | 5 to 15 | \$46.00 | \$132.89 | \$137.54 |
| Records Keeper - Senior | 15+ | \$48.80 | \$140.98 | \$145.91 |
| Records Keeper | | \$39.00 | \$112.67 | \$116.61 |
| Scheduler - Senior | 15+ | \$93.00 | \$268.67 | \$278.07 |
| Scheduler IV | 10 to 15 | \$71.00 | \$205.11 | \$212.29 |
| Scheduler III | 5 to 10 | \$55.00 | \$158.89 | \$164.45 |
| Scheduler I/II | 0 to 5 | \$43.00 | \$124.22 | \$128.57 |
| Architect - Senior | 15+ | \$92.00 | \$265.78 | \$275.08 |
| Architect III | 10 to 15 | \$58.00 | \$167.56 | \$173.42 |
| Utilities Coordinator - Senior | 15+ | \$72.41 | \$209.19 | \$216.51 |
| Utilities Coordinator | | \$53.00 | \$153.11 | \$158.47 |
| Utilities Field Inspector - Senior | 15+ | \$49.00 | \$141.56 | \$146.51 |
| Utilities Field Inspector | | \$40.44 | \$116.83 | \$120.92 |
| Economist - Senior | 15+ | \$100.00 | \$288.89 | \$299.00 |
| Economist | 5 to 15 | \$62.00 | \$179.11 | \$185.38 |
| Administrative/Clerical | | \$33.00 | \$95.33 | \$98.67 |

Appendix B
RATE SCHEDULE - HDR Engineering, Inc.

| Job Classification | Years of Experience | Negotiated Base Rate | Hourly Contract Rate Year 1 | Hourly Contract Rate Year 2 |
|-------------------------------|----------------------------|-----------------------------|------------------------------------|------------------------------------|
| ROW Coordinator | 15+ | \$115.29 | \$333.06 | \$344.72 |
| ROW Negotiation Agent III | 15+ | \$62.67 | \$181.05 | \$187.39 |
| ROW Negotiation Agent II | 10+ | \$54.23 | \$156.67 | \$162.15 |
| ROW Negotiation Agent I | 5+ | \$42.18 | \$121.85 | \$126.12 |
| ROW Relocation Agent III | 15+ | \$84.36 | \$243.71 | \$252.24 |
| ROW Relocation Agent II | 10+ | \$60.26 | \$174.09 | \$180.18 |
| ROW Relocation Agent I | 5+ | \$48.21 | \$139.28 | \$144.15 |
| ROW Eminent Domain Agent III | 15+ | \$84.36 | \$243.71 | \$252.24 |
| ROW Eminent Domain Agent II | 10+ | \$60.26 | \$174.09 | \$180.18 |
| ROW Eminent Domain Agent I | 5+ | \$48.21 | \$139.28 | \$144.15 |
| ROW Technician III | 15+ | \$50.61 | \$146.21 | \$151.33 |
| ROW Technician II | 10+ | \$36.16 | \$104.46 | \$108.12 |
| ROW Technician I | 5+ | \$30.13 | \$87.04 | \$90.09 |
| Tolling Operations Manager | 15 to 20 | \$110.00 | \$317.78 | \$328.90 |
| Tolling Operations Advisor | 10 to 15 | \$85.00 | \$245.56 | \$254.15 |
| Tolling O&M Advisor | 10 to 15 | \$68.00 | \$196.45 | \$203.32 |
| Tolling Ops II | 5 to 10 | \$48.00 | \$138.67 | \$143.52 |
| Assett Managment Advisor | 10 to 15 | \$100.00 | \$288.89 | \$299.00 |
| HOURLY RATE ESCALATION | 3.50% | PER YEAR | | |
| INDIRECT COST RATE: | 157.94% | | | |
| PROFIT RATE: | 12.00% | | | |
| MULTIPLIER | 2.8889 | | | |

APPENDIX B**RATE SCHEDULE – HVJ South Central Texas – M&J, Inc.**

| LABOR/STAFF CLASSIFICATION | YEARS OF EXPERIENCE | HOURLY BASE RATE | HOURLY LOADED RATE (YEARS 1 & 2) |
|---------------------------------------|--------------------------------|-----------------------------|---|
| Support Manager | 10+ | \$93.00 | \$250.03 |
| Quality Manager | 10+ | \$84.00 | \$225.83 |
| Engineer (Senior) | 15+ | \$90.00 | \$241.97 |
| Engineer (Project) | 10 to 15 | \$72.00 | \$193.57 |
| Engineer (Design) | 5 to 10 | \$45.67 | \$122.78 |
| Engineer-In-Training | 0 to 5 | \$40.86 | \$109.85 |
| Engineer Technician - Senior | 15+ | \$44.00 | \$118.29 |
| Engineer Technician | 5 to 15 | \$32.00 | \$86.03 |
| Engineer Technician - Junior | 0 to 5 | \$24.00 | \$64.52 |
| Geologist | 5 to 15 | \$34.62 | \$93.08 |
| Geologist - Junior | 0 to 5 | \$24.00 | \$64.52 |
| Flagger | | \$26.00 | \$69.90 |
| Administrative/Clerical | | \$32.00 | \$86.03 |
| | | | |
| ESCALATION RATE: | 3.50% | | |
| INDIRECT COST RATE: | 144.41% | | |
| PROFIT RATE: | 10.00% | | |
| MULTIPLIER | 2.6885 | | |

APPENDIX B - RATE SCHEDULE

Prime: HDR
Subconsultant: Poznecki-Camarillo, LLC

Direct Labor

| Labor/Job Classification | Negotiated Hourly Base Rate | Contract Rate** Years 1 and 2 | Contract Rate** Years 3 and 4 | Contract Rate** Years 5 |
|---|-----------------------------|----------------------------------|----------------------------------|----------------------------|
| Project Manager - | \$ 120.00 | \$ 345.14 | \$ 358.00 | \$ 371.00 |
| Support Manager - | \$ 108.00 | \$ 310.63 | \$ 322.00 | \$ 334.00 |
| Deputy Project Manager | \$ 92.00 | \$ 264.61 | \$ 274.00 | \$ 284.00 |
| Technical Advisor - Senior | \$ 130.00 | \$ 373.91 | \$ 387.00 | \$ 401.00 |
| CADD Operator - Senior | \$ 42.00 | \$ 120.80 | \$ 125.00 | \$ 130.00 |
| CADD Operator | \$ 32.50 | \$ 93.48 | \$ 97.00 | \$ 100.00 |
| GIS Manager - Senior | \$ 64.44 | \$ 185.34 | \$ 192.00 | \$ 199.00 |
| GIS Analyst - Senior | \$ 64.44 | \$ 185.34 | \$ 192.00 | \$ 199.00 |
| GIS Analyst | \$ 45.00 | \$ 129.43 | \$ 134.00 | \$ 139.00 |
| Environmental Planner - Senior | \$ 89.00 | \$ 255.98 | \$ 265.00 | \$ 275.00 |
| Environmental Planner IV | \$ 67.00 | \$ 192.71 | \$ 200.00 | \$ 207.00 |
| Environmental Planner III | \$ 51.00 | \$ 146.69 | \$ 152.00 | \$ 157.00 |
| Graphic Designer - Senior | \$ 57.18 | \$ 164.46 | \$ 170.00 | \$ 176.00 |
| Graphic Designer | \$ 44.00 | \$ 126.55 | \$ 131.00 | \$ 136.00 |
| Public Involvement Officer - Senior | \$ 86.00 | \$ 247.35 | \$ 256.00 | \$ 265.00 |
| Public Involvement Officer | \$ 62.50 | \$ 179.76 | \$ 186.00 | \$ 193.00 |
| Public Involvement Officer - Junior | \$ 39.00 | \$ 112.17 | \$ 116.00 | \$ 120.00 |
| Public Involvement Specialist - Junior | \$ 30.50 | \$ 87.72 | \$ 91.00 | \$ 94.00 |
| Environmental Scientist - Senior | \$ 75.00 | \$ 215.72 | \$ 223.00 | \$ 231.00 |
| Environmental Scientist IV | \$ 58.30 | \$ 167.68 | \$ 174.00 | \$ 180.00 |
| Environmental Scientist III | \$ 42.00 | \$ 120.80 | \$ 125.00 | \$ 130.00 |
| Environmental Scientist I/II | \$ 35.25 | \$ 101.39 | \$ 105.00 | \$ 109.00 |
| Archeologist IV | \$ 39.00 | \$ 112.17 | \$ 116.00 | \$ 120.00 |
| Archeologist III | \$ 34.00 | \$ 97.79 | \$ 101.00 | \$ 105.00 |
| Archeologist I/II | \$ 30.00 | \$ 86.29 | \$ 89.00 | \$ 92.00 |
| Abstractor (Property Deed Researcher, Courthouse or Internet research) | \$ 34.00 | \$ 97.79 | \$ 101.00 | \$ 105.00 |
| Surveyor (RPLS) - Senior | \$ 86.54 | \$ 248.91 | \$ 258.00 | \$ 267.00 |
| Surveyor (RPLS) | \$ 64.00 | \$ 184.08 | \$ 191.00 | \$ 198.00 |
| Surveyor (RPLS) - Junior | \$ 52.00 | \$ 149.56 | \$ 155.00 | \$ 161.00 |
| Survey Technician (Surveyor-In-Training) - SIT | \$ 45.91 | \$ 132.05 | \$ 137.00 | \$ 142.00 |
| Survey Technician | \$ 37.00 | \$ 106.42 | \$ 110.00 | \$ 114.00 |
| LiDAR Task Lead | \$ 60.00 | \$ 172.57 | \$ 179.00 | \$ 185.00 |
| LiDAR Processing Technician (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial) | \$ 41.00 | \$ 117.92 | \$ 122.00 | \$ 126.00 |
| Survey Field Crew Coordinator | \$ 45.91 | \$ 132.05 | \$ 137.00 | \$ 142.00 |
| Project Coordinator - Acquisition (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial) | \$ 66.00 | \$ 189.83 | \$ 197.00 | \$ 204.00 |
| Project Coordinator - (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial) | \$ 66.00 | \$ 189.83 | \$ 197.00 | \$ 204.00 |
| Surveyor - Licensed State Land Surveyor (LSLS) | \$ 75.00 | \$ 215.72 | \$ 223.00 | \$ 231.00 |
| Flagger | \$ 22.00 | \$ 63.28 | \$ 66.00 | \$ 68.00 |
| Administrative/Clerical | \$ 33.75 | \$ 97.07 | \$ 101.00 | \$ 105.00 |
| 1 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.) | | \$ 150.00 | \$ 155.25 | \$ 160.68 |
| 2 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.) | | \$ 220.00 | \$ 227.70 | \$ 235.67 |
| 3 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.) | | \$ 270.00 | \$ 279.45 | \$ 289.23 |
| Unmanned Aerial System (Includes the UAS, Vehicle, Pilot and Observer) | | \$ 3,710.00 | \$ 3,839.85 | \$ 3,974.24 |

| | | | |
|-------------------------------------|----------|-------|-------|
| Direct labor= | 100% | | |
| Overhead= | 161.47% | | |
| Direct Labor + Overhead= | \$ 2.61 | | |
| Profit Rate%= | 10% | | |
| (261.47% X 0.1) | \$ 26.15 | | |
| Escalation | | 3.60% | 3.60% |
| Multiplier = (261.47 + 26.147)/100= | 2.8762 | | |

Contract Rates include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment.

| PROJECT: CCRMA 2024 GEC Master Contract | | |
|--|----------|-------------|
| RODS SURVEYING, INC. | | |
| LUMP SUM, UNIT COST AND/OR SPECIFIED RATE PAYMENT BASIS | | |
| Lump Sum, Unit Cost and/or Specified Rate Labor/Staff Classification | Raw Rate | Burden Rate |
| SUPPORT MANAGER | \$ 85.00 | \$ 230.05 |
| SURVEYOR (RPLS) - SENIOR | \$ 68.00 | \$ 184.04 |
| SURVEYOR (RPLS) | \$ 58.00 | \$ 156.98 |
| SURVEYOR (RPLS) - JUNIOR | \$ 50.00 | \$ 135.32 |
| SURVEY FIELD CREW COORDINATOR | \$ 39.50 | \$ 106.91 |
| PROJECT CONTROL SPECIALIST - SENIOR | \$ 51.00 | \$ 138.03 |
| PROJECT CONTROL SPECIALIST | \$ 40.00 | \$ 108.26 |
| CADD OPERATOR - JUNIOR | \$ 20.00 | \$ 54.13 |
| CADD OPERATOR | \$ 36.00 | \$ 97.43 |
| CADD OPERATOR - SENIOR | \$ 45.00 | \$ 121.79 |
| SIT (SURVEYOR IN TRAINING) - SENIOR | \$ 48.00 | \$ 129.91 |
| SURVEY TECH - SENIOR | \$ 43.27 | \$ 117.11 |
| SURVEY TECH | \$ 33.00 | \$ 89.31 |
| ADMIN/CLERICAL | \$ 30.00 | \$ 81.19 |
| ABTRACTOR | \$ 34.00 | \$ 92.02 |
| LIDAR TASK LEAD | \$ 48.00 | \$ 129.91 |
| PROJECT COORDINATOR (HELICOPTER, FIXED WING, MOBILE, UAS, TERRESTRIAL) | \$ 56.00 | \$ 151.56 |
| | | |
| UNIT COST | | |
| 1 MAN FIELD CREW | | \$ 140.00 |
| 2 MAN FIELD CREW | | \$ 195.00 |
| 3 MAN FIELD CREW | | \$ 242.00 |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| Audited Overhead Rate: | 141.65% | |
| Negotiated Profit Rate: | 12.00% | |
| Multiplier: | 2.7065 | |
| Escalation: | 3.50% | |

| PROJECT: CCRMA 2024 GEC Master Contract | | |
|--|----------------|-------------|
| RODS Subsurface Utility Engineering, Inc. | | |
| LUMP SUM, UNIT COST AND/OR SPECIFIED RATE PAYMENT BASIS | | |
| Lump Sum, Unit Cost and/or Specified Rate Labor/Staff Classification | Raw Rate | Burden Rate |
| SUPPORT MANAGER | \$ 74.52 | \$ 208.96 |
| ENGINEER - SENIOR | \$ 71.99 | \$ 201.86 |
| PROJECT CONTROLS SPECIALIST - SENIOR | \$ 50.48 | \$ 141.55 |
| PROJECT CONTROLS SPECIALIST | \$ 38.00 | \$ 106.55 |
| ENGINEER - EIT (ENGINEER IN TRAINING) | \$ 44.00 | \$ 123.38 |
| ENGINEER - GRADUATE | \$ 38.00 | \$ 106.55 |
| ENGINEER TECH - SENIOR | \$ 35.00 | \$ 98.14 |
| ENGINEER TECH | \$ 33.00 | \$ 92.53 |
| ENGINEER TECH - JUNIOR | \$ 25.00 | \$ 70.10 |
| ADMIN/CLERICAL | \$ 32.00 | \$ 89.73 |
| CADD TECH - SENIOR | \$ 35.00 | \$ 98.14 |
| CADD TECH | \$ 30.00 | \$ 84.12 |
| CADD TECH - JUNIOR | \$ 25.00 | \$ 70.10 |
| SUE MANAGER | \$ 70.00 | \$ 196.28 |
| SUE FIELD MANAGER | \$ 49.00 | \$ 137.40 |
| UTILITIES COORDINATOR - SENIOR | \$ 69.71 | \$ 195.47 |
| UTILITIES COORDINATOR | \$ 42.00 | \$ 117.77 |
| UTILITIES FIELD INSPECTOR - SENIOR | \$ 49.00 | \$ 137.40 |
| UTILITIES FIELD INSPECTOR | \$ 35.00 | \$ 98.14 |
| ENGINEERING SPECIALIST (UTILITY) - SENIOR | \$ 38.00 | \$ 106.55 |
| | | |
| | | |
| | | |
| UNIT COST | | |
| 1 PERSON FIELD DESIGNATION CREW | | \$ 170.00 |
| 2 PERSON FIELD DESIGNATION CREW | | \$ 235.00 |
| 2 PERSON FIELD EXCAVATION CREW | | \$ 350.00 |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| Audited Overhead Rate: | 150.36% | |
| Negotiated Profit Rate: | 12.00% | |
| Multiplier: | 2.8040 | |
| Escalation: | 3.50% | |



TXDOT HOURLY APPROVED RATES

| | Direct Labor | | Hourly Base Rate | Hourly Contract Rate Years 1 & 2 |
|-------|--|---------------------|------------------------|---|
| | Labor/Job Classification | Years of Experience | Final Rate | Office |
| 3.1 | Support Manager | 10+ | \$ 91.82 | \$ 223.77 |
| 5.2 | Technical Advisor - Senior | 20+ | \$ 62.77 | \$ 152.97 |
| 5.3 | Quality Manager | 10+ | \$ 83.33 | \$ 203.08 |
| 6.1 | Engineer (Senior) | 15+ | \$ 78.33 | \$ 190.89 |
| 7.1 | Engineer (Project) - Senior | 15+ | \$ 78.33 | \$ 190.89 |
| 7.2 | Engineer (Project) | 10 to 15 | \$ 60.30 | \$ 146.95 |
| 8.1 | Engineer (Design) | 5 to 10 | \$ 41.31 | \$ 100.67 |
| 11.1 | Engineer (Bridge) - Senior | 15+ | \$ 95.82 | \$ 233.51 |
| 11.2 | Engineer (Bridge) | 5 to 15 | \$ 65.30 | \$ 159.14 |
| 13.1 | Engineer (Hydraulic) - Senior | 15+ | \$ 95.82 | \$ 233.51 |
| 13.2 | Engineer (Hydraulic) | 5 to 15 | \$ 65.30 | \$ 159.14 |
| 14.1 | Resident Engineer | 15+ | \$ 95.82 | \$ 233.51 |
| 19.1 | Engineer (Civil) - Senior | 15+ | \$ 95.82 | \$ 233.51 |
| 19.2 | Engineer (Civil) | 5 to 15 | \$ 60.00 | \$ 146.22 |
| 20.1 | Engineer (Utilities) - Senior | 15+ | \$ 85.00 | \$ 207.15 |
| 20.2 | Engineer (Utilities) | 5 to 15 | \$ 60.30 | \$ 146.95 |
| 21.3 | Engineer-In-Training | 0 to 5 | \$ 31.25 | \$ 76.16 |
| 25.22 | GIS Operator | 5 to 15 | \$ 34.28 | \$ 83.54 |
| 25.23 | GIS Operator - Junior | 0 to 5 | \$ 21.28 | \$ 51.86 |
| 25.52 | GIS Technician | 5 to 15 | \$ 29.28 | \$ 71.36 |
| 25.53 | GIS Technician - Junior | 0 to 5 | \$ 26.28 | \$ 64.04 |
| 26.1 | Field Coordinator | 5 to 10 | \$ 47.82 | \$ 116.54 |
| 26.2 | Field Supervisor | 10+ | \$ 70.00 | \$ 170.59 |
| 26.3 | Field Technician | 0 to 5 | \$ 28.00 | \$ 68.24 |
| 55.2 | Records Keeper | | \$ 31.27 | \$ 76.21 |
| 62.1 | Abstractor (Property Deed Researcher, Courthouse or Internet research) | | \$ 41.26 | \$ 100.55 |
| 63.1 | Analytical Triangulation Specialist | | \$ 42.13 | \$ 102.67 |
| 64.1 | Surveyor (RPLS) - Senior | 15+ | \$ 82.00 | \$ 199.83 |
| 64.15 | Surveyor (RPLS) | 10 to 15 | \$ 46.85 | \$ 114.17 |
| 64.2 | Surveyor (RPLS) - Junior | 5 to 10 | \$ 35.06 | \$ 85.44 |
| 64.3 | Survey Technician (Surveyor-In-Training) - SIT | 5 to 10 | \$ 42.00 | \$ 102.35 |
| 64.4 | Survey Technician | 0 to 5 | \$ 17.00 | \$ 41.43 |
| 65.2 | Aerial Mapping Technician | | \$ 33.06 | \$ 80.57 |
| 65.3 | Aerial Office Technician | | \$ 33.06 | \$ 80.57 |
| 65.4 | Aerial Processing Technician | | \$ 30.92 | \$ 75.35 |
| 67.1 | Mapping Editor (includes QA/QC, Finishing, & Finalization) | | \$ 42.13 | \$ 102.67 |
| 67.5 | Survey Field Crew Coordinator | | \$ 27.00 | \$ 65.80 |
| 77.1 | SUE Manager | 0 | \$ 70.00 | \$ 170.59 |

| | | | | |
|-------|---|-----|------------|-----------|
| 77.2 | SUE Field Manager | | \$ 24.00 | \$ 58.49 |
| 78.1 | Utilities Coordinator - Senior | 15+ | \$ 44.87 | \$ 109.35 |
| 78.2 | Utilities Coordinator | | \$ 35.25 | \$ 85.90 |
| 79.1 | Utilities Field Inspector - Senior | 15+ | \$ 39.87 | \$ 97.16 |
| 79.2 | Utilities Field Inspector | | \$ 29.05 | \$ 70.79 |
| 79.3 | Engineering Specialist (Utility) - Senior | 15+ | \$ 60.00 | \$ 146.22 |
| 200.1 | Administrative/Clerical | | \$ 26.27 | \$ 64.02 |
| | | | | |
| | | | OH | 119.55% |
| | | | Profit | 11% |
| | | | Multiplier | 2.4370 |

| Survey Unit Costs | | |
|---|------|------------------------|
| Services to be Provided | Unit | COST Years 1 & 2 |
| 1 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.) Crew chief vehicle GPS or Robotic Total Station | hour | \$ 160.00 |
| 2 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.) Crew chief + Instrument man Vehicle GPS or Robotic Total Station | hour | \$ 225.00 |
| 3 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.) Crew chief + Instrument man + Rodman Vehicle GPS or Robotic Total Station | hour | \$ 265.00 |

UPDATED 9/6/2024

FIRM: HDR ENGINEERING, INC.

| OTHER DIRECT EXPENSES | # of Units | Cost/Unit | Units | TOTAL |
|---|------------|----------------------|-----------------|-------|
| Travel | | | | |
| Mileage (# of miles) (current state rate) | | current state rate | mile | |
| Lodging/Hotel (Taxes/fees not included) (current state rate) | | current state rate | day/person | |
| Lodging/Hotel - Taxes and Fees | | \$ 20.00 | day/person | |
| Meals (overnight stay required) (current state rate) | | current state rate | day/person | |
| Air Travel - In State - 2+ Wks Notice (Coach) | | \$ 530.00 | rd trip/person | \$ - |
| Air Travel - In State - Short Notice (Coach) | | \$ 950.00 | rd trip/person | \$ - |
| Air Travel - Out of State - 2+ Wks Notice (Coach) | | \$ 1,000.00 | rd trip/person | \$ - |
| Air Travel - Out of State - Short Notice (Coach) | | \$ 1,500.00 | rd trip/person | \$ - |
| Oversize, special handling or extra baggage airline fees | | \$ 100.00 | each | \$ - |
| Parking | | \$ 30.00 | day | \$ - |
| Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed) | | \$ 100.00 | day/person | \$ - |
| Rental Car Fuel | | \$ 5.00 | gallon | \$ - |
| Taxi/Cab fare (includes Rideshare) | | \$ 40.00 | each/person | \$ - |
| Bus Travel over 100 miles | | \$ 350.00 | rd trip/person | \$ - |
| Toll Charges | | \$ 50.00 | day | \$ - |
| SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed) | | \$ 185.00 | day | \$ - |
| Administrative | | | | |
| CDs | | \$ 2.00 | each | \$ - |
| USB Flashdrive (up to 32 GB) | | \$ 10.00 | each | \$ - |
| External Hard Drive | | \$ 150.00 | each | \$ - |
| Standard Postage | | current postage rate | letter | |
| Cardstock Color (8 1/2" x 11") | | \$ 1.00 | each | \$ - |
| Photocopies B/W (11" X 17") | | \$ 0.25 | each | \$ - |
| Photocopies B/W (8 1/2" X 11") | | \$ 0.15 | each | \$ - |
| Photocopies Color (11" X 17") | | \$ 1.25 | each | \$ - |
| Photocopies Color (8 1/2" X 11") | | \$ 1.00 | each | \$ - |
| Plots (B/W on Bond) | | \$ 1.00 | per sq. ft. | \$ - |
| Plots (Color on Bond) | | \$ 1.75 | per sq. ft. | \$ - |
| Plots (Color on Photographic Paper) | | \$ 5.00 | per sq. ft. | \$ - |
| Report Binding and tabbing | | \$ 10.00 | each | \$ - |
| Certified Letter Return Receipt | | \$ 4.40 | each | \$ - |
| Overnight Mail - letter size | | \$ 31.20 | each | \$ - |
| Overnight Mail - oversized box | | \$ 100.00 | each | \$ - |
| Materials and Shipping | | \$ 100.00 | per package | \$ - |
| Courier Services | | \$ 45.00 | each | \$ - |
| 4" X 6" Digital Color Print | | \$ 0.50 | picture | \$ - |
| Brochure Printing | | \$ 3.00 | each | \$ - |
| Report Printing | | \$ 80.00 | each | \$ - |
| Flyer Printing (various sizes BW or color) | | \$ 1.00 | each | \$ - |
| Postcard Printing | | \$ 0.75 | each | \$ - |
| Digital Ortho Plotting | | \$ 3.00 | sheet | \$ - |
| Notebooks | | \$ 10.00 | each | \$ - |
| Color Graphics on Foam Board | | \$ 20.00 | square foot | \$ - |
| Presentation Boards 30" X 40" Color Mounted | | \$ 100.00 | each | \$ - |
| Presentation Boards 48" X 60" Color Mounted | | \$ 175.00 | each | \$ - |
| Construction | | | | 0 |
| Cylinder Molds | | \$ 3.00 | each | \$ - |
| DMI - Digital Measuring Instrument | | \$ 200.00 | each | \$ - |
| Nuclear Density Gauge Equipment Charge | | \$ 75.00 | day | \$ - |
| Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (4 hours or less) | | \$ 70.00 | 4 hours | \$ - |
| Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (More than 1 week, up to 1 month) | | \$ 1,200.00 | month | \$ - |
| Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (5 or less days) | | \$ 125.00 | day | \$ - |
| Construction Truck 4x4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed) (More than 1 week, up to 1 month) | | \$ 1,450.00 | month | \$ - |
| Construction Truck 4x4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed) (5 or less days) | | \$ 125.00 | day | \$ - |
| Office Trailer Rental | | \$ 750.00 | each | \$ - |
| Safety Harness and lanyards | | \$ 400.00 | each | \$ - |
| Monthly Housing - This rate shall be used when an Apartment, House, or RV is rented. (Includes Apartment/House Rental or Rental of Lot at RV Park, Travel Trailer Expense, Utilities, & Taxes). The only receipt necessary for the reimbursement of this rate is for the Apartment, House, or RV Rental or Lot Rental. ONLY full-time staff who are in the field may use this rate. Use of this rate shall be substantiated by timesheets submitted for the full time personnel in the field. TxDOT does not reimburse personal or company owned RV or residence. | | \$ 4,000.00 | each/month | \$ - |
| PPE (Protective Equipment) | | \$ 250.00 | each | \$ - |
| Geotechnical/Materials | | | | 0 |
| Hot Mix Asphalt Testing Equipment Monthly Rental - Required equipment must meet or exceed applicable TxDOT specifications. Required equipment includes (1 ea) ignition oven, (1 ea) scales, (1 ea) 8" shaker, (1 set) 8" sieves, (1 ea) splitter, (1 ea) hot ovens, (1 ea) vibrating table and bucket, (1 ea) vacuum pump, and (1 ea) Texas Gyrotory Press. All component parts, consumables, and required maintenance are considered subsidiary to this item. | | \$ 750.00 | month | \$ - |
| HMAC Testing Equipment Mobilizations < 150 Miles | | \$ 1,000.00 | each project | \$ - |
| HMAC Testing Equipment Mobilizations > 150 Miles | | \$ 7.00 | per mile | \$ - |
| Mobilization and Demobilization of Non Destructive Deflection Testing (Trips within 100 miles from office to site) | | \$ 500.00 | each | \$ - |
| Mobilization and Demobilization of Non Destructive Deflection Testing (Trips over 100 miles from office to site) | | \$ 5.00 | mile | \$ - |
| Mobilization of ATV Buggy / Track Drilling Equipment less 100 mile | | \$ 1,800.00 | each | \$ - |
| Mobilization of ATV Buggy / Track Drilling Equipment more than 100 mile | | \$ 18.00 | mile | \$ - |
| ATV Surcharge (for rig installed on ATV) | | \$ 5.00 | LF | \$ - |
| Stand By of Drilling Equipment | | \$ 350.00 | hour | \$ - |
| Mobilization and Demobilization of Drilling Rig (Trips within 100 miles from office to site) | | \$ 600.00 | trip | \$ - |
| Mobilization and Demobilization of Drilling Rig (Trips over 100 miles from office to site) | | \$ 6.00 | mile | \$ - |
| Mobilization of coring equipment used to drill flexible and rigid pavement (2-man crew minimum, Labor paid separately)(less than 100 miles from office to site) | | \$ 600.00 | trip | \$ - |
| Mobilization of coring equipment used to drill flexible and rigid pavement (2-man crew minimum, Labor paid separately)(over 100 miles from office to site) | | \$ 6.00 | mile | \$ - |
| Shelby Tubes Transportation Box | | \$ 175.00 | per box | \$ - |
| Field Laboratory | | | | 0 |
| Mobilization/Demobilization Laboratory (includes transportation, utility set-up, does not include labor) | | \$ 2,160.00 | each | \$ - |
| Field Laboratory Equipment Rental | | \$ 5,000.00 | month | \$ - |
| AASHTO Accreditation Hot Mix Laboratory | | \$ 8,000.00 | each | \$ - |
| AASHTO Accreditation Soil Laboratory | | \$ 8,000.00 | each | \$ - |
| AASHTO Accreditation Aggregates Laboratory | | \$ 6,500.00 | each | \$ - |
| Cement & Concrete Reference Lab (CCRL) Accreditation | | \$ 12,000.00 | each | \$ - |
| Equipment Calibration | | \$ 2,500.00 | each | \$ - |
| Planning / Environmental | | | | 0 |
| Noise Meter Rental Unit - includes noise meter, camera, tripods, calibrator | | \$ 500.00 | per project | \$ - |
| Noise Meter Rental Unit - includes noise meter, camera, tripods, calibrator | | \$ 300.00 | per alternative | \$ - |
| 3rd Party Data | | \$ 30,000.00 | each package | \$ - |
| 3rd Party Traffic Data Subscription - Advanced (50 zones) | | \$ 15,000.00 | each package | \$ - |
| 3rd Party Traffic Data Subscription - Multimode (50 zones) | | \$ 25,000.00 | each package | \$ - |
| 3rd Party Traffic Data Subscription (50 zones) | | \$ 10,000.00 | each package | \$ - |
| Aerial Photographs (1" = 500' scale) | | \$ 125.00 | each | \$ - |
| Curator (Drawer & TX Archaeological Research Lab for artifacts & report) | | \$ 4,000.00 | each | \$ - |
| TARL Curation Fee | | \$ 5,000.00 | site | \$ - |
| Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.) | | \$ 35.00 | day | \$ - |

UPDATED 9/6/2024

FIRM: HDR ENGINEERING, INC.

| OTHER DIRECT EXPENSES | # of Units | Cost/Unit | Units | TOTAL |
|--|------------|--------------|-----------------|-------------|
| FEMA FIS (Manual) | | \$ 50.00 | each | \$ - |
| FEMA FIS Backup Data Request | | \$ 500.00 | each | \$ - |
| FEMA Map Revision Submittal (CLOMR/LOMR) (Submittal Fee Only) | | \$ 10,000.00 | each | \$ - |
| FEMA Model/Floodplain Hardcopy | | \$ 500.00 | each | \$ - |
| Historical Aerial Images | | \$ 250.00 | unit | \$ - |
| Map/Plat Records | | \$ 7.50 | sheet | \$ - |
| Title Report | | \$ 800.00 | each | \$ - |
| Permits | | \$ 1,000.00 | each | \$ - |
| Soil Disposal Fee | | \$ 250.00 | each | \$ - |
| Public Involvement | | | | 0 |
| Court Reporter | | \$ 20.00 | page | \$ - |
| Court Reporter (Public Meetings, Hearings & Transcription) | | \$ 1,000.00 | day | \$ - |
| Custodian for Public Involvement | | \$ 60.00 | hour | \$ - |
| Newspaper Advertisement - Community Newspaper | | \$ 3,000.00 | per publication | \$ - |
| Newspaper Advertisement - Urban Newspaper | | \$ 11,500.00 | per publication | \$ - |
| Public Involvement Facility Rental | | \$ 3,500.00 | 8 hours | \$ - |
| Public Involvement Facility Rental | | \$ 1,000.00 | 4 hours | \$ - |
| Public Involvement Facility Rental | | \$ 400.00 | hour | \$ - |
| Public Involvement Meeting Supplies | | \$ 200.00 | per meeting | \$ - |
| Public Notices - Mass Mailing (500 pieces) | | \$ 800.00 | per mailing | \$ - |
| Public Notices - Mass Mailing/with Self Addressed Return Envelope (500 pieces) | | \$ 1,100.00 | per mailing | \$ - |
| Signage/Displays | | \$ 5,000.00 | each | \$ - |
| Audio - Equipment Rental | | \$ 500.00 | each | \$ - |
| Audio - Visual Equipment Rental | | \$ 600.00 | event | \$ - |
| Sound Technician for Public Involvement | | \$ 450.00 | event | \$ - |
| Professional Narrator | | \$ 750.00 | event | \$ - |
| Professional Narrator | | \$ 150.00 | hour | \$ - |
| Translator (English to Spanish, other language as appropriate, or Sign Language) | | \$ 600.00 | event | \$ - |
| Translator (English to Spanish, other language as appropriate, or Sign Language) | | \$ 150.00 | hour | \$ - |
| Interpretative Services - Includes International coordination with entities outside of the U.S. (prior TxDOT District approval required) | | \$ 10,000.00 | month | \$ - |
| Surveying / ROW | | | | 0 |
| Mobilization for LIDAR Mobile mapping System (travel to project) (includes vehicle) | | \$ 10.00 | per mile | \$ - |
| Fixed Wing Airborne Aerial Imagery/LIDAR - Project Flight Miles (to/from local airport and on-project flight miles) | | \$ 65.00 | per mile | \$ - |
| RTK Base Radio | | \$ 30.00 | hour | \$ - |
| GPS Receiver Rate | | \$ 30.00 | hour | \$ - |
| Helicopter Equipment Aerial Imagery/LIDAR - Project Flight Miles (to/from local airport and on-project flight miles) | | \$ 65.00 | per mile | \$ - |
| Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use) (scanner owned by provider) | | \$ 125.00 | hour | \$ - |
| Type II ROW/Control Monument - Excavated/Drilled, rocks, rocky soil. 2-4 inch depth (includes equipment, materials, & rentals). Marker supplied by TxDOT | | \$ 100.00 | each | \$ - |
| Type II ROW/Control Monument - Poured 2-3 Feet (includes equipment, materials, & rentals). Marker supplied by TxDOT | | \$ 300.00 | each | \$ - |
| Terrestrial Photogrammetry Camera | | \$ 125.00 | hour | \$ - |
| Airborne GPS/IMU Data collection/Processing | | \$ 2,500.00 | per project | \$ - |
| Datum Point Rod Setting (3/4 inch aluminum rod driven to refusal, TxDOT Survey Manual Fig. C-7) | | \$ 375.00 | each | \$ - |
| Fathometer | | \$ 90.00 | day | \$ - |
| Ground Target (includes paint and panel material) | | \$ 30.00 | each | \$ - |
| Hydrographic Sonar Equipment | | \$ 500.00 | day | \$ - |
| Photo Lab Service - Black and White Processing (film, development, scanning) | | \$ 20.00 | per frame | \$ - |
| Photo Lab Service - Color Infrared Processing (film, development, scanning) | | \$ 28.00 | per frame | \$ - |
| Photo Lab Service - Color Processing (film, development, scanning) | | \$ 30.00 | per frame | \$ - |
| Photo Lab Service - Digital image processing | | \$ 28.00 | per frame | \$ - |
| Photo Lab Service - Enlargements, Lamination, Mounting | | \$ 8.00 | per sq. ft. | \$ - |
| Portable LIDAR System (Back Pack Mounted) | | \$ 1,750.00 | day | \$ - |
| Certified Deed Copies | | \$ 2.65 | sheet | \$ - |
| Deed Copies | | \$ 2.00 | sheet | \$ - |
| Reprographics | | \$ 5.00 | per sq. ft. | \$ - |
| T-Posts (Materials only) | | \$ 5.00 | each | \$ - |
| Delineator Posts (Materials only) | | \$ 25.00 | each | \$ - |
| Terrestrial Laser Scanner (rental rates applied to actual time scanner unit is in use) | | \$ 120.00 | hour | \$ - |
| Mobilization for Aerial Imagery/LIDAR Fixed Wing Aircraft (Includes aircraft, pilot, sensor/LIDAR operator, fuel and transportation cost) | | \$ 25,000.00 | per project | \$ - |
| Mobilization for Helicopter Aerial Imagery/LIDAR (Includes helicopter, pilot, sensor/LIDAR operator, fuel and transportation cost) | | \$ 25,000.00 | per project | \$ - |
| Mobilization for Unmanned Aerial System (travel to project) (includes vehicle) | | \$ 7,500.00 | per project | \$ - |
| Utility Engineering | | | | 0 |
| Ground Penetrating Radar (equipment only)(GPR owned by provider) | | \$ 250.00 | day | \$ - |
| Push Camera Mapping (Equipment)(owned by provider) | | \$ 300.00 | per day | \$ - |
| Ground Penetrating Radar (equipment only) | | \$ 200.00 | day | \$ - |
| Push Camera Mapping (Equipment) | | \$ 350.00 | per day | \$ - |
| Hydro-vacuum Excavation (equipment, materials, and labor) | | \$ 450.00 | hour | \$ - |
| Traffic Control | | | | 0 |
| Portable Message Board | | \$ 500.00 | day | \$ - |
| Flashing Arrow Board | | \$ 600.00 | day | \$ - |
| Law Enforcement/Uniform Officer (including vehicle) | | \$ 150.00 | hour | \$ - |
| Attenuator trucks - (Lane/Shoulder Closure) (Includes labor, equipment and fuel) | | \$ 1,600.00 | day | \$ - |
| Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel) | | \$ 1,000.00 | day | \$ - |
| Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel) | | \$ 5,150.00 | day | \$ - |
| Miscellaneous | | | | 0 |
| Backfill (off-site purchase) | | \$ 200.00 | CY | \$ - |
| Dashboard Mounted Video Camera System | | \$ 250.00 | per system | \$ - |
| Light Tower | | \$ 350.00 | day | \$ - |
| Steel Plate Rental | | \$ 50.00 | per day | \$ - |
| Air Card / Hot Spot | | \$ 35.00 | each/month | \$ - |
| Boat with Motor | | \$ 400.00 | day | \$ - |
| Backhoe Rental | | \$ 1,500.00 | day | \$ - |
| Bulldozer Rental | | \$ 3,000.00 | day | \$ - |
| Site Clearance | | \$ 2,500.00 | day | \$ - |
| Railroad - Insurance in addition to STD Minimum Required (Minimum Coverage of \$1 Million required by RR) | | \$ 2,500.00 | each | \$ - |
| Railroad - Permit | | \$ 4,500.00 | each | \$ - |
| Railroad - Safety Training (If required - Heavy Rail Safety Training Certificate, includes Classroom training and employee certification card.) | | \$ 525.00 | per person | \$ - |
| Railroad - Value Maps | | \$ 75.00 | per sheet | \$ - |
| Railroad Flagger (Service provided by RR) | | \$ 1,600.00 | per day | \$ - |
| Railroad Research (Provided by the Railroad) | | \$ 15.00 | per page | \$ - |
| Rental Equipment - Gasoline Powered Auger | | \$ 100.00 | day | \$ - |
| SUBTOTAL OTHER DIRECT EXPENSES | | | | \$ - |

APPENDIX C

KEY PERSONNEL

The Key Personnel is attached hereto and incorporated by reference as if fully set forth herein.

APPENDIX C

KEY PERSONNEL

| Name |
|-----------------|
| Michael Meroney |
| Sam Saldivar |
| Shane Walters |
| Shane Valentine |
| Elaine Verver |
| Ronke Osibajo |
| Preston Chan |
| James Truong |
| Dan Parades |
| Jose Rodriguez |
| Laura Grams |
| Alejandro Solis |

APPENDIX C

KEY PERSONNEL- HVJ South Central Texas – M&J, Inc.

| Legal Name of Firm | Titles | Name and Certification |
|-------------------------------------|---|---------------------------------------|
| HVJ South Central Texas – M&J, Inc. | Principal | Muhammad Mustafa, PE # 73803 |
| HVJ South Central Texas – M&J, Inc. | Sr. Vice President | Jason Schwarz, PE # 99343 |
| HVJ South Central Texas – M&J, Inc. | Geotechnical Engineering Manager | Leonel Ruiz, PE # 97291 |
| HVJ South Central Texas – M&J, Inc. | Construction Materials Engineering Manager | Ashish Tripathi, PE # 144812 |
| HVJ South Central Texas – M&J, Inc. | Office Manager | Syed Jafar, PE # 98288 |
| HVJ South Central Texas – M&J, Inc. | VP/Operations Manager | Golam Kibria, PE # 122090 |
| HVJ South Central Texas – M&J, Inc. | VP/Pavement-Civil Services | Robert F. Carmichael III, PE # 438151 |
| HVJ South Central Texas – M&J, Inc. | Department Manager, Pavement-Civil Services | Linda Lou Barlow, PE # 638781 |

APPENDIX C

KEY PERSONNEL- Poznecki-Camarrillo, LLC

| Name |
|-----------------|
| Jeff Hall |
| Elizabeth Story |
| Jackie Lopez |

RSI Appendix C-Key Personnel

| First Name | Last Name | Employee Type |
|-------------------|-------------------|---|
| Adam | Dorr | Crew - Chief |
| Adam | Hernandez | Crew - Chainman |
| Ali Dad | Hussain Yar | Crew - Instruments |
| Alma | Ontiveroz | Crew - Chief |
| Alvany | Rincon | Survey Tech |
| Amber | Ward | Project Administration & Marketing Director |
| Angela | Medina | Survey Tech |
| Angelika | Heckmann Englert | Senior CADD Operator/Cartographer |
| Anne | Guidish | CADD Operator/Cartographer |
| Brady | Kelley | Survey Tech |
| Brandon | Degollado | Crew - Chief |
| Carlos | Aponte | Survey Tech |
| Cesar | Mellado | Crew - Chief |
| Charles | Cuneo | Crew - Instruments |
| Christopher | Cropper | Crew - Instruments |
| Christopher | Keeton | CADD Operator - Junior |
| Christopher | Kelly | Crew - Chainman |
| Colin | Steelhammer | CADD Operator - Junior |
| Daniel | McCaffrey | Crew - Jr. Chief |
| Danny | Vitullo | Crew - Instruments |
| David | Leza | Crew - Chief |
| Derrick | Foster | Crew - Chainman |
| Dominic | Alexander | CADD Operator/Cartographer |
| Edward | Pena III | Crew - Instruments |
| Edward | Pena Jr | Crew - Chief |
| Edwin | Nieves | Crew - Instruments |
| Frank | Lugo | Survey Tech |
| Guillermo | Mendiola Martinez | Crew - Chief |
| Hilda | Obregon Lease | Principal |
| Jacob | Kuehnle | CADD Operator - Junior |
| Jeff | Woodson | RPLS - Project Manager |
| Jeffrey | Evans | Crew - Chainman |
| Jeffrey | Reissig | Senior CADD Operator/Cartographer |
| Jimmy | Walton | RPLS - Task Leader |
| John | Kenney | RPLS - Project Manager |
| Jose | Hernandez | Project Administration |
| Jose | Hernandez Jr | Crew - Chief |
| Jose | Tijerina | Senior CADD Operator/Cartographer |
| Joshua | Borders | Crew - Chainman |
| Juan | Ballin | Crew - Instruments |
| Juan | Campos | Project Surveyor |
| Juan | Castillo | RPLS Surveyor |
| Juan | Flores | Admin/Clerical |
| Juan | Gonzalez | Crew - Chief |
| Juan | Rodriguez | SIT Project Manager |
| Kiantae | Johnson | Crew - Jr. Chief |
| Kim | Rittenberry | Admin/Clerical |
| Krystal | Swinehart | Admin/Clerical |
| Lana | Lease | Admin/Clerical |
| Leslie | Martinez | Crew - Chief |
| Maria | Keeton | Survey Tech |
| Martin | Stephens | Field supervisor |
| Matthew | Dowden | Crew - Chainman |
| Mohammed | Sadek | Survey Tech |
| Nicomedes | Marina Torres | RPLS - Project Manager |
| Rachelle | Martinson | CADD Operator - Junior |
| Rafiah | Chohan | Survey Tech |
| Richard | Fields | Crew - Chief |

| | | |
|----------|-------------------|-----------------------------------|
| Richard | Rodriguez Hilario | RPLS - Project Manager |
| Richard | Stokley | Senior Survey Tech |
| Ritchard | Roukoz | Survey Tech |
| Robert | Stokes | Crew - Jr. Chief |
| Roberto | Obregon | Principal |
| Ruben | Calderon | RPLS - Project Manager |
| Ryan | Boulware | RPLS Surveyor |
| Sean | Messina | Crew - Chainman |
| Shannon | Stokley | Senior CADD Operator/Cartographer |
| Shelly | Haecker | Admin/Clerical |
| Thomas | Orlovski | Crew - Chainman |
| Timothy | Orozco | Crew - Instruments |
| Timothy | Poland | Crew - Instruments |
| Timothy | Poland Jr | Crew - Chief |
| Vesna | Gaddy | Admin/Clerical |
| William | Ruel | Crew - Chainman |
| William | Steelhammer | Senior CADD Operator/Cartographer |

RSUE Appendix C-Key Personnel

| First Name | Last Name | Employee Type |
|-------------------|-------------------|--|
| Adrian | Figueroa | EIT |
| Alberto | Blanco Chacon | SUE CADD Technician |
| Amber | Ward | Director of Project Administration & Marketing |
| Anais | Rincon | SUE CADD Technician |
| Angel | Bustos | SUE CADD Technician |
| Cory | Ciulla | SUE Designator |
| Edelmiro | Castillo | Utility QAQC Reviewer |
| Gabriel | Green | SUE Designator |
| Gabrielle | Martinez | Utility Engineering & Coordination Lead |
| Gina | Imbimbo | Admin/Clerical |
| Hailey | Gray | Intern |
| Hector | Cantu | Senior Engineer |
| Heli | Fernandez Moreno | SUE CADD Technician |
| Hilda | Obregon Lease | Project Manager |
| Jaqueline | Medina | EIT |
| Jose | Rivera | Engineer Tech |
| Joseph | Silva | SUE Crew Chief |
| Juan | Campos | Utilities Coordinator Senior |
| Juan | Sena | Senior CADD Operator |
| Kelvin | Claudio Martinez | Graduate Engineer |
| Kim | Rittenberry | Admin/Clerical |
| Krystal | Swinehart | Admin/Clerical |
| Lane | Lease | Senior Engineer |
| Luis | Flores | Field Crew Member |
| Martina | Lease | Intern |
| Reynaldo | Roberts | SUE Crew Chief |
| Vesna | Gaddy | Admin/Clerical |
| Wesley | Eckley | SUE Crew Chief |
| Yuly | Marquez Hernandez | Engineer Tech |

APPENDIX C

KEY PERSONNEL- SAMES

| Name |
|----------------------|
| Samuel D. Maldonado |
| Jessica M. Maldonado |
| Mario A. Garcia |
| Christopher Hinojosa |
| Philip R. Harris |
| Esequiel Garcia |

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 October 31, 2024 (the “Agreement”), between the Cameron County Regional Mobility Authority (“Authority”) and HDR ENGINEERING, INC. (“GEC”). This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement:

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

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

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

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

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

Section B. - Schedule

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

Section C. - Compensation

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

C.2. The Authority shall pay the GEC under the following acceptable payment method [select one or more]: (i) lump sum, (ii) cost plus 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: HDR ENGINEERING, INC.

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

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

APPENDIX E

RFQ AND RFP RESPONSE

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

**2-O CONSIDERATION AND APPROVAL OF AN AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND R.R.P. CONSULTING
ENGINEERS, L.L.C.**

**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

AGREEMENT FOR

**GENERAL CONSULTING
CIVIL ENGINEERING SERVICES**

R.R.P. CONSULTING ENGINEERS, L.L.C.

TABLE OF CONTENTS

| | | |
|-----|--|----|
| 1. | THE SERVICES, GENERALLY | 2 |
| 2. | SCOPE OF CONSULTANT SERVICES. | 3 |
| 3. | “CONSULTING ENGINEERS” UNDER TRUST AGREEMENTS..... | 4 |
| 4. | COMPENSATION. | 4 |
| a. | Maximum Contract Amount | 4 |
| b. | Authorized Methods of Compensation | 4 |
| c. | Specific Rates of Compensation Method..... | 5 |
| d. | The Multiplier | 6 |
| e. | Computation and Adjustment of the Multiplier..... | 6 |
| f. | Expenses | 7 |
| g. | Non-compensable Time | 8 |
| h. | Invoices and Records | 9 |
| i. | Effect of Payments | 10 |
| j. | No Adjustments to Rate Schedule and Multipliers..... | 10 |
| k. | Commercial Pricing | 11 |
| l. | Place of Payment..... | 11 |
| m. | Timing of Payments..... | 11 |
| n. | Taxes | 12 |
| o. | On-Call or Indefinite Delivery/Indefinite Quantity (IDIQ) | 13 |
| p. | Compensation of Subconsultants..... | 13 |
| q. | Compliance with Federal and State Cost Principles | 14 |
| 5. | TIME OF PERFORMANCE. | 15 |
| 6. | TERMINATION FOR DEFAULT..... | 15 |
| 7. | OPTIONAL TERMINATION..... | 17 |
| a. | Generally..... | 17 |
| b. | No Further Rights, Etc | 17 |
| c. | No Further Compensation..... | 18 |
| 8. | TERMINATION, GENERALLY..... | 18 |
| 9. | SUSPENSION OR MODIFICATION OF SERVICES; DELAYS AND DAMAGES..... | 18 |
| 10. | PERSONNEL, EQUIPMENT AND MATERIAL, GENERALLY. | 19 |
| a. | Adequate Personnel, Etc | 19 |
| b. | Removal of Personnel | 20 |
| c. | GEC Furnishes Equipment, Etc | 21 |
| d. | Key Personnel | 21 |
| 11. | PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS. | 22 |
| 12. | PERSONNEL AT AUTHORITY’S FACILITIES..... | 22 |
| 13. | OWNERSHIP OF PLANS. | 23 |
| a. | Generally..... | 23 |
| b. | Separate Assignment..... | 24 |
| 14. | WORK AUTHORIZATIONS. | 25 |
| 15. | SUBLETTING..... | 26 |
| 16. | APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS..... | 26 |
| a. | Witness..... | 26 |

| | | |
|-----|--|----|
| b. | Meetings..... | 27 |
| 17. | COMPLIANCE WITH LAWS..... | 27 |
| 18. | INSURANCE..... | 28 |
| a. | Workers' Compensation Insurance..... | 28 |
| b. | Commercial General Liability Insurance..... | 28 |
| c. | Business Automobile Liability Insurance..... | 29 |
| d. | Valuable Papers Insurance..... | 29 |
| e. | Architects and/or Engineers Professional Liability Insurance/Errors and Omissions Insurance | 29 |
| f. | General for All Insurance..... | 29 |
| 19. | RELATIONSHIP BETWEEN THE PARTIES..... | 31 |
| 20. | AUTHORITY INDEMNIFIED..... | 32 |
| 21. | DELIVERY OF NOTICES, ETC..... | 33 |
| a. | Notices to the Authority..... | 33 |
| b. | Notices to the GEC | 33 |
| c. | Date of Delivery..... | 34 |
| 22. | REPORTS OF ACCIDENTS, ETC..... | 34 |
| 23. | AUTHORITY'S ACTS. | 35 |
| 24. | LIMITATIONS..... | 35 |
| 25. | CAPTIONS NOT A PART HEREOF..... | 35 |
| 26. | CONTROLLING LAW, VENUE. | 35 |
| 27. | TIME OF ESSENCE. | 35 |
| 28. | SEVERABILITY..... | 36 |
| 29. | SUCCESSORS. | 36 |
| 30. | AUTHORIZATION..... | 36 |
| 31. | INTERPRETATION..... | 36 |
| 32. | CONFLICTS OF INTEREST..... | 37 |
| 33. | THE GEC'S RESPONSE; COMPLETE AGREEMENT. | 37 |
| a. | The GEC's Response | 37 |
| b. | Complete Agreement | 37 |

Appendix A Scope of Consultant Services

Appendix B Rate Schedule

Appendix C Key Personnel

Appendix D Work Authorization

Appendix E RFQ and RFP Response

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

THIS AGREEMENT, made as of this 31st day of October 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 **R.R.P. CONSULTING ENGINEERS, L.L.C.**, 5400 N. 10th Street, McAllen, Texas 78504, hereinafter referred to as the “GEC”.

W I T N E S S E T H:

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

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

WHEREAS, R.R.P. CONSULTING ENGINEERS, L.L.C. 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 2.53 (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 1.2 times direct labor cost, plus fifteen percent (15%) for profit, for a Multiplier of 2.53 times direct labor cost (computed as follows: $(1 + [1.2 \times 0.33])$).

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, 2025, 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: | Citibank, 111 Wall Street New York, NY 10043 |
| ABA Number: | 021000089 |
| Beneficiary: | Raymond James & Associates, Inc. |
| Beneficiary Address: | 800 Carillon Parkway St. Petersburg, FL 33716 |
| Beneficiary's Account: | 40776559 |

For Further Credit/FFC: RRP Consulting Engineers, L.L.C./Daniel Rios – Acct#
5258X084

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 October 31, 2024, and concluding October 31, 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 Phillip Pawelek, P.E., R.R.P. Consulting Engineers, L.L.C., 5400 N. 10th Street, McAllen, Texas 78504, 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.

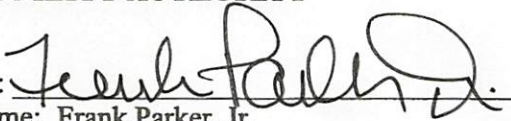
33. **THE GEC'S RESPONSE; COMPLETE AGREEMENT.**

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**

By: 
Name: Frank Parker, Jr.
Title: Chairman
Date: October 31, 2024

**R.R.P. CONSULTING
ENGINEERS, L.L.C.**

By: 
Name: Daniel O. Rios
Title: President
Date: October 30, 2024

Attest: 
By: Mirna Sanchez, Project Admin
October 30, 2024

APPENDIX A

SCOPE OF CONSULTANT SERVICES

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

1. Project management

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

2. Feasibility studies and evaluation

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

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

3. Project initiation and coordination

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

4. Environmental Compliance

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

5. Right of way acquisition and utilities accommodations

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

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

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

7. Project procurement and contract administration services

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

8. Construction management and inspection services

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

9. Project maintenance

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

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

10. Transportation Programming Services

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

11. Project funding support and compliance with Federal and State funding source requirements

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

APPENDIX B

RATE SCHEDULE

The Rate Schedule is attached hereto and incorporated by reference as if fully set forth herein.

APPENDIX B - RATE SCHEDULE

Prime: R.R.P. Consulting Engineers, L.L.C.

Direct Labor

| Labor/Job Classification | Negotiated Hourly Base Rate | Contract Rate** Years 1 and 2 | Contract Rate** Years 3 and 4 | Contract Rate** Years 5 |
|----------------------------------|-----------------------------|----------------------------------|----------------------------------|----------------------------|
| Project Manager - PS&E ID | \$ 111.00 | \$ 273.50 | \$ 283.00 | \$ 293.00 |
| Support Manager - TPP Planning | \$ 110.00 | \$ 271.04 | \$ 281.00 | \$ 291.00 |
| Deputy Project Manager | \$ 100.00 | \$ 246.40 | \$ 255.00 | \$ 264.00 |
| Technical Advisor - Senior | \$ 125.00 | \$ 308.00 | \$ 319.00 | \$ 330.00 |
| Engineer (Senior) | \$ 100.00 | \$ 246.40 | \$ 255.00 | \$ 264.00 |
| Engineer (Project) | \$ 62.00 | \$ 152.77 | \$ 158.00 | \$ 164.00 |
| Engineer (Design) | \$ 54.80 | \$ 135.03 | \$ 140.00 | \$ 145.00 |
| Engineer-In-Training II | \$ 42.50 | \$ 104.72 | \$ 108.00 | \$ 112.00 |
| Engineer-In-Training I | \$ 34.00 | \$ 83.78 | \$ 87.00 | \$ 90.00 |
| Engineer Technician - Senior | \$ 35.00 | \$ 86.24 | \$ 89.00 | \$ 92.00 |
| Engineer Technician | \$ 32.00 | \$ 78.85 | \$ 82.00 | \$ 85.00 |
| Engineer Technician - Junior | \$ 25.00 | \$ 61.60 | \$ 64.00 | \$ 66.00 |
| CADD Operator - Senior | \$ 44.00 | \$ 108.42 | \$ 112.00 | \$ 116.00 |
| CADD Operator | \$ 32.00 | \$ 78.85 | \$ 82.00 | \$ 85.00 |
| CADD Operator - Junior | \$ 28.00 | \$ 68.99 | \$ 71.00 | \$ 73.00 |
| Transportation Planner - Senior | \$ 85.00 | \$ 209.44 | \$ 217.00 | \$ 225.00 |
| Transportation Planner IV | \$ 55.00 | \$ 135.52 | \$ 140.00 | \$ 145.00 |
| Transportation Planner III | \$ 38.00 | \$ 93.63 | \$ 97.00 | \$ 100.00 |
| Transportation Planner I/II | \$ 31.00 | \$ 76.38 | \$ 79.00 | \$ 82.00 |
| Environmental Planner - Senior | \$ 62.00 | \$ 152.77 | \$ 158.00 | \$ 164.00 |
| Environmental Planner IV | \$ 55.00 | \$ 135.52 | \$ 140.00 | \$ 145.00 |
| Environmental Planner III | \$ 38.00 | \$ 93.63 | \$ 97.00 | \$ 100.00 |
| Environmental Scientist - Senior | \$ 62.00 | \$ 152.77 | \$ 158.00 | \$ 164.00 |
| Environmental Scientist IV | \$ 55.00 | \$ 135.52 | \$ 140.00 | \$ 145.00 |
| Environmental Scientist III | \$ 38.00 | \$ 93.63 | \$ 97.00 | \$ 100.00 |
| Environmental Scientist I/II | \$ 31.00 | \$ 76.38 | \$ 79.00 | \$ 82.00 |
| Utilities Coordinator - Senior | \$ 70.00 | \$ 172.48 | \$ 179.00 | \$ 185.00 |
| Administrative/Clerical | \$ 30.00 | \$ 73.92 | \$ 77.00 | \$ 80.00 |
| | | | | |

| | | | | |
|--------------------------------|----------|--|-------|-------|
| Direct labor= | 100% | | | |
| Overhead= | 120% | | | |
| Direct Labor + Overhead= | \$ 2.20 | | | |
| Profit Rate%= | 12% | | | |
| (220% X 0.12) | \$ 26.40 | | | |
| Escalation | | | 3.50% | 3.50% |
| Multiplier = (220 + 26.4)/100= | 2.464 | | | |

Contract Rates include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment.



APPENDIX B RATE SCHEDULE

| LABOR CLASSIFICATION | Yrs. Of Experience | Hourly Base Rate | Contract Rate |
|---------------------------|--------------------|--|---------------|
| Project Management | 5-10 Years | \$71.00 | \$174.94 |
| Title Review & Clearing | 10+ Years | \$61.00 | \$150.30 |
| ROW Negotiations Services | 10+ Years | \$61.00 | \$150.30 |
| ROW Closing Agent | 10+ Years | \$40.75 | \$100.41 |
| Admin / Clerical | 10+ Years | \$24.50 | \$60.37 |
| Condemnation Support | 10+ Years | \$51.00 | \$125.66 |
| Negotiated Overhead Rate | 120.00% | Contract Rates include labor, overhead and profit. | |
| Negotiated Profit Rate | 12% | | |
| Multiplier | 2.4640 | | |
| Audit Year | n/a | | |

Here is a breakdown showing when we charge for milestones with TXDOT:
Per Parcel Cost = \$14,800

Initial offer sent via CMRRR – 80%
The landowner agrees and all instruments are recorded - 20%

Condemnation support / Final offer Letter – 30%
ED file to Attorney – 70%

Support Management - \$300.00 hourly

Office Address:

6800 S International Parkway, Suite 10 McAllen Tx 78501

Mailing Address:

1405 Pamela Dr
Mission Tx 78572

956.600.8151

APPENDIX B - RATE SCHEDULE

Prime: R.R.P. Consulting Engineers, L.L.C.
Subconsultant: B2Z Engineering, LLC

Direct Labor

| Labor/Job Classification | Negotiated Hourly Base Rate | Contract Rate** Years 1 and 2 | Contract Rate** Years 3 and 4 | Contract Rate** Years 5 |
|--------------------------------|-----------------------------|-------------------------------------|-------------------------------------|-------------------------------|
| Project Manager - PS&E ID | \$ 95.00 | \$ 318.37 | \$ 330.00 | \$ 342.00 |
| Support Manager - TPP Planning | \$ 85.00 | \$ 284.86 | \$ 295.00 | \$ 305.00 |
| Deputy Project Manager | \$ 84.00 | \$ 281.51 | \$ 291.00 | \$ 301.00 |
| Technical Advisor - Senior | \$ 83.00 | \$ 278.16 | \$ 288.00 | \$ 298.00 |
| Engineer (Senior) | \$ 82.00 | \$ 274.81 | \$ 284.00 | \$ 294.00 |
| Engineer (Project) | \$ 75.00 | \$ 251.35 | \$ 260.00 | \$ 269.00 |
| Engineer (Design) | \$ 60.00 | \$ 201.08 | \$ 208.00 | \$ 215.00 |
| Engineer-In-Training II | \$ 45.00 | \$ 150.81 | \$ 156.00 | \$ 161.00 |
| Engineer-In-Training I | \$ 40.00 | \$ 134.05 | \$ 139.00 | \$ 144.00 |
| Engineer Technician - Senior | \$ 50.00 | \$ 167.57 | \$ 173.00 | \$ 179.00 |
| Engineer Technician | \$ 37.00 | \$ 124.00 | \$ 128.00 | \$ 132.00 |
| Engineer Technician - Junior | \$ 32.00 | \$ 107.24 | \$ 111.00 | \$ 115.00 |
| CADD Operator - Senior | \$ 38.00 | \$ 127.35 | \$ 132.00 | \$ 137.00 |
| CADD Operator | \$ 35.00 | \$ 117.30 | \$ 121.00 | \$ 125.00 |
| CADD Operator - Junior | \$ 28.00 | \$ 93.84 | \$ 97.00 | \$ 100.00 |
| Administrative/Clerical | \$ 32.00 | \$ 107.24 | \$ 111.00 | \$ 115.00 |

| | | | |
|-------------------------------------|----------|-------|-------|
| Direct labor= | 100% | | |
| Overhead= | 205% | | |
| Direct Labor + Overhead= | \$ 3.05 | | |
| Profit Rate%= | 10% | | |
| (304.66% X 0.1) | \$ 30.47 | | |
| Escalation | | 3.50% | 3.50% |
| Multiplier = (304.66 + 30.466)/100= | 3.3513 | | |

Contract Rates include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment.

Appendix B Rate Schedule

Prime Provide: RRP Consulting Engineers, LLC

| UNIT COST PAYMENT BASIS | | | | | |
|--|-----------------------|----------------------|------------------|-------------------|--------------|
| SUBPROVIDER NAME: | | B2Z Engineering, LLC | | | |
| SERVICES TO BE PROVIDED | TEST CODE | UNIT | COST YEARS 1 & 2 | *COST YEARS 3 & 4 | *COST YEAR 5 |
| Materials Engineering Services | | | | | |
| Soils Tests | | | | | |
| Determining Slaking Time | Tex-102-E | each | \$115.00 | \$119.14 | \$123.43 |
| Determining Moisture Content in Soil Materials | Tex-103-E | each | \$20.00 | \$20.72 | \$21.47 |
| Determining Liquid Limits of Soils | Tex-104-E | each | \$60.00 | \$62.16 | \$64.40 |
| Determining Plastic Soil Limits | Tex-105-E | each | \$60.00 | \$62.16 | \$64.40 |
| Calculating the Plasticity Index of Soils | Tex-106-E | each | \$62.00 | \$64.23 | \$66.54 |
| Determining the Bar Linear Shrinkage of Soils | Tex-107-E | each | \$65.00 | \$67.34 | \$69.76 |
| Determining the Specific Gravity of Soils | Tex-108-E | each | \$80.00 | \$82.88 | \$85.86 |
| Particle Size Analysis of Soils | Tex-110-E | each | \$125.00 | \$129.50 | \$134.16 |
| Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve | Tex-111-E | each | \$80.00 | \$82.88 | \$85.86 |
| Admixing Lime to Reduce Plasticity Index of Soils | Tex-112-E | each | \$260.00 | \$269.36 | \$279.06 |
| Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials | Tex-113-E | each | \$375.00 | \$388.50 | \$402.49 |
| Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material | Tex-114-E | each | \$340.00 | \$352.24 | \$364.92 |
| Ball Mill Method for Determining the Disintegration of Flexible Base Material | Tex-116-E | each | \$260.00 | \$269.36 | \$279.06 |
| Triaxial Compression for Disturbed Soils and Base Materials | Tex-117-E | each | \$2,300.00 | \$2,382.80 | \$2,468.58 |
| Triaxial Compression Test for Undisturbed Soils | Tex-118-E | each | \$400.00 | \$414.40 | \$429.32 |
| Soil-Cement Testing- Part 1 | Tex-120-E | each | \$565.00 | \$585.34 | \$606.41 |
| Soil-Cement Testing- Part 2 | Tex-120-E | each | \$433.00 | \$448.59 | \$464.74 |
| Soil-Lime Testing- Part 1 | Tex-121-E | each | \$525.00 | \$543.90 | \$563.48 |
| Soil-Lime Testing- Part 2 | Tex-121-E | each | \$433.00 | \$448.59 | \$464.74 |
| Soil-Lime Testing - Part 3 | Tex-121-E | each | \$425.00 | \$440.30 | \$456.15 |
| Determining the Drainage Factor of Soil Materials | Tex-123-E | each | \$370.00 | \$383.32 | \$397.12 |
| Potential Vertical Rise of Natural Subgrade Soils | Tex-124-E | each | \$135.00 | \$139.86 | \$144.89 |
| Determining Modulus of Sub-grade Reaction (K Value) | Tex-125-E | each | \$360.00 | \$372.96 | \$386.39 |
| Molding, Testing, and Evaluating Asphalt Black Base Materials | Tex-126-E | each | \$2,400.00 | \$2,486.40 | \$2,575.91 |
| Determining Soil pH | Tex-128-E | each | \$57.00 | \$59.05 | \$61.18 |
| Measuring the Resistivity of Soil Materials | Tex-129-E | each | \$155.00 | \$160.58 | \$166.36 |
| Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils-Single Stage | Tex-131-E | set of 3 | \$2,001.00 | \$2,073.04 | \$2,147.67 |
| Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils-Multiple Change | Tex-131-E | set of 3 | \$2,001.00 | \$2,073.04 | \$2,147.67 |
| Texas Cone Penetration | Tex-132-E | each | \$50.00 | \$51.80 | \$53.66 |
| Manual Procedure for Description and Identification of Soils | Tex-141-E | each | \$65.00 | \$67.34 | \$69.76 |
| Laboratory Classification of Soils for Engineering Purposes | Tex-142-E | each | \$75.00 | \$77.70 | \$80.50 |
| Determining Sulfate Content in Soils - Colorimetric Method | Tex-145-E | each | \$140.00 | \$145.04 | \$150.26 |
| Conductivity Test for Field Detection of Sulfates in Soil | Tex-146-E | each | \$115.00 | \$119.14 | \$123.43 |
| Determining Chloride and Sulfate Contents in Soils | Tex-620-J | each | \$300.00 | \$310.80 | \$321.99 |
| Asphalt Tests | | | | | |
| Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint Sealers | Tex-500-C | each | \$120.00 | \$124.32 | \$128.80 |
| Bituminous Tests | | | | | |
| Sieve Analysis of Fine and Coarse Aggregate | Tex-200-F | each | \$125.00 | \$129.50 | \$134.16 |
| Bulk Specific Gravity and Water Absorption of Aggregate | Tex-201-F | each | \$100.00 | \$103.60 | \$107.33 |
| Apparent Specific Gravity of Material Finer than No. 50 (300 micrometer) Sieve | Tex-202-F | each | \$100.00 | \$103.60 | \$107.33 |
| Sand Equivalent Test | Tex-203-F | each | \$147.00 | \$152.29 | \$157.77 |
| Laboratory Method of Mixing Bituminous Mixtures | Tex-205-F | set of 3 | \$163.00 | \$168.87 | \$174.95 |
| Compacting Specimens Using the Texas Gyratory Compactor (TGC) | Tex-206-F | set of 3 | \$155.00 | \$160.58 | \$166.36 |
| Bulk Specific Gravity of Compacted Bituminous Mixtures | Tex-207-F (Part I) | each | \$102.00 | \$105.67 | \$109.48 |
| Determining Mat Segregation Using a Density-Testing Gauge | Tex-207-F (Part V) | each | \$128.00 | \$132.61 | \$137.38 |
| Bulk Specific Gravity of Compacted Bituminous Mixtures using the Vacuum Method | Tex-207-F (Part VI) | each | \$92.00 | \$95.31 | \$98.74 |
| Determining Density of Permeable Friction Course (PFC) and Thin Bonded Wearing Course (TBWC) Mixtures | Tex-207-F (Part VIII) | each | \$92.00 | \$95.31 | \$98.74 |
| Test for Stabilometer Value of Bituminous Mixtures | Tex-208-F | set of 3 | \$175.00 | \$181.30 | \$187.83 |
| Determining Asphalt Content of Bituminous Mixtures by Extraction | Tex-210-F | each | \$225.00 | \$233.10 | \$241.49 |
| Determining Deleterious Material and Decantation Test for Coarse Aggregates (Bituminous Mixtures) | Tex-217-F | each | \$125.00 | \$129.50 | \$134.16 |
| Determining Flakiness Index | Tex-224-F | each | \$115.00 | \$119.14 | \$123.43 |
| Indirect Tensile Strength Test | Tex-226-F | set of 4 | \$185.00 | \$191.66 | \$198.56 |
| Theoretical Maximum Specific Gravity of Bituminous Mixtures | Tex-227-F | each | \$110.00 | \$113.96 | \$118.06 |

Appendix B Rate Schedule

Prime Provide: RRP Consulting Engineers, LLC

| UNIT COST PAYMENT BASIS | | | | | |
|--|---|----------------------|------------------|-------------------|--------------|
| SUBPROVIDER NAME: | | B2Z Engineering, LLC | | | |
| SERVICES TO BE PROVIDED | TEST CODE | UNIT | COST YEARS 1 & 2 | *COST YEARS 3 & 4 | *COST YEAR 5 |
| Materials Engineering Services | | | | | |
| Combined Bituminous Mixture Cold-Belt Sampling and Testing Procedure | Tex-229-F | each | \$110.00 | \$113.96 | \$118.06 |
| Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method | Tex-236-F | each | \$205.00 | \$212.38 | \$220.03 |
| Compacting Bituminous Specimens Using the Superpave Gyrotory Compactor (SGC) | Tex-241-F | set of 2 | \$160.00 | \$165.76 | \$171.73 |
| Hamburg Wheel-Tracking Test | Tex-242-F | each | \$710.00 | \$735.56 | \$762.04 |
| Tack Coat Adhesion | Tex-243-F | each | \$150.00 | \$155.40 | \$160.99 |
| Thermal Profile of Hot Mix Asphalt | Tex-244-F | each | \$210.00 | \$217.56 | \$225.39 |
| Cantabro Loss | Tex-245-F | each | \$225.00 | \$233.10 | \$241.49 |
| Permeability or Water Flow of Hot Mix Asphalt | Tex-246-F | each | \$113.00 | \$117.07 | \$121.28 |
| Overlay Test | Tex-248-F | set of 3 | \$950.00 | \$984.20 | \$1,019.63 |
| Determining Flat and Elongated Particles | Tex-280-F | each | \$165.00 | \$170.94 | \$177.09 |
| Concrete & Aggregate Tests | | | | | |
| Compressive Strength of Cement Mortars | ASTM C109 | set of 3 | \$101.00 | \$104.64 | \$108.40 |
| Sieve Analysis of Fine and Coarse Aggregate | Tex-401-A | each | \$100.00 | \$103.60 | \$107.33 |
| Fineness Modulus of Fine Aggregate | Tex-402-A | each | \$95.00 | \$98.42 | \$101.96 |
| Saturated Surface-Dry Specific Gravity and Absorption of Aggregates | Tex-403-A | each | \$87.00 | \$90.13 | \$93.38 |
| Determining Unit Mass (Weight) of Aggregates | Tex-404-A | each | \$82.00 | \$84.95 | \$88.01 |
| Determining the Percent of Solids and Voids in Concrete | Tex-405-A | each | \$82.00 | \$84.95 | \$88.01 |
| Material Finer than 75 micrometer (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates) | Tex-406-A | each | \$87.00 | \$90.13 | \$93.38 |
| Organic Impurities in Fine Aggregate for Concrete | Tex-408-A | each | \$87.00 | \$90.13 | \$93.38 |
| Free Moisture and Water Absorption in Aggregate for Concrete | Tex-409-A | each | \$87.00 | \$90.13 | \$93.38 |
| Abrasion of Coarse Aggregate Using the Los Angeles Machine | Tex-410-A (ASTM C131) | each | \$350.00 | \$362.60 | \$375.65 |
| Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate | Tex-411-A | each | \$420.00 | \$435.12 | \$450.78 |
| Determining Deleterious Material in Mineral Aggregate | Tex-413-A | each | \$110.00 | \$113.96 | \$118.06 |
| Unit Weight, Yield, and Air Content (Gravimetric) of Concrete | Tex-417-A (ASTM C138) | each | \$75.00 | \$77.70 | \$80.50 |
| Compressive Strength of Cylindrical Concrete Specimens | Tex-418-A (ASTM C39) | each | \$33.00 | \$34.19 | \$35.42 |
| Determining Concrete Thickness by Direct Measurement | Tex-423-A | each | \$40.00 | \$41.44 | \$42.93 |
| Obtaining and Testing Drilled Cores of Concrete | Tex-424-A (ASTM C42; ASTM C174) | each | \$350.00 | \$362.60 | \$375.65 |
| Absorption and Dry Bulk Specific Gravity of Lightweight Coarse Aggregate | Tex-433-A | each | \$112.00 | \$116.03 | \$120.21 |
| Measuring Texture Depth by the Sand Patch Method | Tex-436-A (ASTM E965) | each | \$105.00 | \$108.78 | \$112.70 |
| Test Flow of Grout Mixtures (Flow Cone Method) | Tex-437-A (ASTM C939) | each | \$105.00 | \$108.78 | \$112.70 |
| Accelerated Polish Test for Coarse Aggregate - Single-Component Aggregate | Tex-438-A (Part I) | each | \$45.00 | \$46.62 | \$48.30 |
| Capping Cylindrical Concrete Specimens | Tex-450-A (ASTM C617; ASTM C1231) | each | \$35.00 | \$36.26 | \$37.57 |
| Determining Crushed Face Particle Count | Tex-460-A | each | \$110.00 | \$113.96 | \$118.06 |
| Chemical Tests | | | | | |
| Acid Insoluble Residue for Fine Aggregate | Tex-612-J | each | \$235.00 | \$243.46 | \$252.22 |
| <p>*Escalation is effective on the first day of the month following the beginning of years 3 and 5 from date of contract execution.</p> <p>The unit costs shown include labor, overhead, and profit. Payment based on units completed. No partial payments.</p> <p>All unit costs are negotiated costs and are not subject to change or adjustment.</p> <p>Unit Cost Payment Basis: If unit costs by year are included, unit costs billed should correspond to the fiscal or calendar year, if applicable, in which the work was done.</p> <p>Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.</p> | | | | | |

Appendix B Rate Schedule

Prime Provide: RRP Consulting Engineers, LLC

| UNIT COST PAYMENT BASIS | | | | | |
|--|----------------------|-----------|---------------------|----------------------|-----------------|
| SUBPROVIDER NAME: | B2Z Engineering, LLC | | | | |
| SERVICES TO BE PROVIDED | TEST CODE | UNIT | COST YEARS 1 & 2 | *COST YEARS 3 & 4 | *COST YEAR 5 |
| Geotechnical Engineering Services | | | | | |
| Volumetric Shrinkage | ASTM D427 | each | \$124.00 | \$128.46 | \$133.09 |
| Laboratory Compaction Characteristics of Soil Using Standard Effort | ASTM D698 | each | \$290.00 | \$300.44 | \$311.26 |
| Modified Proctor Test | ASTM D1557 | each | \$340.00 | \$352.24 | \$364.92 |
| Soil Boring with SPT | ASTM D1586 | LF | \$40.00 | \$41.44 | \$42.93 |
| Soil Boring without TCP (< 60 ft.): | | | | | |
| (a) Utilizing Continuous Sampler | ASTM D1587 | LF | \$41.00 | \$42.48 | \$44.01 |
| (b) Shelby Push Tubes Extruded in Field | ASTM D1587 | LF | \$42.00 | \$43.51 | \$45.08 |
| (c) Augering | N/A | LF | \$30.00 | \$31.08 | \$32.20 |
| Soil Boring without TCP (> 60 ft.): | | | | | |
| (a) Utilizing Continuous Sampler | ASTM D1587 | LF | \$46.00 | \$47.66 | \$49.37 |
| (b) Shelby Push Tubes Extruded in Field | ASTM D1587 | LF | \$44.00 | \$45.58 | \$47.23 |
| (c) Augering | N/A | LF | \$30.00 | \$31.08 | \$32.20 |
| California Bearing Ratio (CBR) of Laboratory-Compacted Soils (Single Sample without MD Curve) | ASTM D1883 | test | \$399.00 | \$413.36 | \$428.25 |
| Unconfined Compressive Strength (Soil) | ASTM D2166 | each | \$89.00 | \$92.20 | \$95.52 |
| Permeability of Granular Soils (Constant Head) | ASTM D2434 | each | \$440.00 | \$455.84 | \$472.25 |
| One-Dimensional Consolidation Properties of Soils Using Incremental Loading | ASTM D2435 | each | \$600.00 | \$621.60 | \$643.98 |
| Field Vane Shear Test | ASTM D2573 | each | \$77.00 | \$79.77 | \$82.64 |
| Unconfined Compressive Strength (Rock) | ASTM D2938 | each | \$110.00 | \$113.96 | \$118.06 |
| Direct Shear Test of Soils Under Consolidated Drained Conditions | ASTM D3080 | set of 3 | \$757.00 | \$784.25 | \$812.49 |
| Splitting Tensile Strength of Intact Rock Core Specimens | ASTM D3987 | each | \$163.00 | \$168.87 | \$174.95 |
| Aquifer Test Method in Determining Hydraulic Properties by Well Techniques | ASTM D4043 | LF | \$55.00 | \$56.98 | \$59.03 |
| Standard Test Method for Dispersive Characteristics of Clay Soil by Double Hydrometer | ASTM D4221 | each | \$295.00 | \$305.62 | \$316.62 |
| Standard Test Method for Rapid Determination of Carbonate Content in Soils | ASTM D4373 | each | \$75.00 | \$77.70 | \$80.50 |
| Hydraulic Conductivity of Essentially Saturated Peat | ASTM D4511 | each | \$575.00 | \$595.70 | \$617.15 |
| One Dimensional Swell or Collapse of Soils, Methods A & B | ASTM D4546 | each | \$275.00 | \$284.90 | \$295.16 |
| One Dimensional Swell or Collapse of Soils, Method C | ASTM D4546 | each | \$324.00 | \$335.66 | \$347.75 |
| Standard Test Methods for Identification and Classification of Dispersive Clay Soils by the Pinhole Test | ASTM D4647 | each | \$375.00 | \$388.50 | \$402.49 |
| Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter | ASTM D5084 | each | \$487.00 | \$504.53 | \$522.70 |
| Measurement of Soil Potential (Suction) Using Filter Paper | ASTM D5298 | each | \$100.00 | \$103.60 | \$107.33 |
| Ground Penetrating Radar (GPR) Testing | ASTM D6432 | day | \$3,785.00 | \$3,921.26 | \$4,062.43 |
| Standard Test Methods for Determining Dispersive Characteristics of Clayey Soils by the Crumb Test | ASTM D6572 | each | \$60.00 | \$62.16 | \$64.40 |
| Dynamic Cone Penetrometer in Shallow Pavement Applications | ASTM D6951 | each | \$300.00 | \$310.80 | \$321.99 |
| Soil Boring/Rock Coring with TCP (< 60 ft.) | Tex-132-E | LF | \$49.00 | \$50.76 | \$52.59 |
| Soil Boring/Rock Coring with TCP (> 60 ft.) | Tex-132-E | LF | \$58.00 | \$60.09 | \$62.25 |
| Soil Organic Content Using UV-Vis Method | Tex-148-E | each | \$430.00 | \$445.48 | \$461.52 |
| Borehole Grouting - Bentonite Chips | N/A | LF | \$12.00 | \$12.43 | \$12.88 |
| Casagrande Type Piezometers | N/A | each | \$500.00 | \$518.00 | \$536.65 |
| Casagrande Type Piezometers Installation | N/A | each | \$650.00 | \$673.40 | \$697.64 |
| Concrete/AC Patch | N/A | per patch | \$110.00 | \$113.96 | \$118.06 |
| Core Drill Asphalt | N/A | each | \$150.00 | \$155.40 | \$160.99 |
| Core Drill Concrete | N/A | each | \$175.00 | \$181.30 | \$187.83 |
| Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew): | | | | | |
| (a) 4-in. diameter cores | N/A | inch | \$20.00 | \$20.72 | \$21.47 |
| (b) 6-in. diameter cores | N/A | inch | \$25.00 | \$25.90 | \$26.83 |
| Core Repair/Patch Asphalt Cold Mix | N/A | each | \$110.00 | \$113.96 | \$118.06 |
| Core Repair/Patch Concrete-Utilibond | N/A | each | \$155.00 | \$160.58 | \$166.36 |
| Electronic Water Level Device | N/A | day | \$120.00 | \$124.32 | \$128.80 |
| Manhole Cover for Piezometer | N/A | each | \$265.00 | \$274.54 | \$284.42 |
| Night Drilling Surcharge | N/A | each | \$775.00 | \$802.90 | \$831.80 |
| Nighttime Testing (additional fee per hour, all pavement testing equipment) | N/A | each | \$68.00 | \$70.45 | \$72.98 |
| Non Destructive Deflection Testing | | | | | |
| Falling Weight Deflection (FWD) | N/A | day | \$3,700.00 | \$3,833.20 | \$3,971.20 |
| Heavy Weight Deflection (HWD) | N/A | day | \$4,200.00 | \$4,351.20 | \$4,507.84 |
| Piezometer-2" (ASTM D5092) | N/A | LF | \$40.00 | \$41.44 | \$42.93 |
| Piezometer-2" (including well completion and installation) | N/A | LF | \$50.00 | \$51.80 | \$53.66 |
| Piezometer Abandonment | N/A | each | \$950.00 | \$984.20 | \$1,019.63 |
| Piezometer Completion/Abandonment | N/A | each | \$975.00 | \$1,010.10 | \$1,046.46 |

Appendix B Rate Schedule

Prime Provide: RRP Consulting Engineers, LLC

| UNIT COST PAYMENT BASIS | | | | | |
|--|----------------------|------|---------------------|----------------------|-----------------|
| SUBPROVIDER NAME: | B2Z Engineering, LLC | | | | |
| SERVICES TO BE PROVIDED | TEST CODE | UNIT | COST YEARS 1 & 2 | *COST YEARS 3 & 4 | *COST YEAR 5 |
| Geotechnical Engineering Services | | | | | |
| Piezometer Completion | | | | | |
| Piezometer Finish: (a) Flush Mount w/ 2' x 2' pad | N/A | each | \$540.00 | \$559.44 | \$579.58 |
| Piezometer Finish: (b) Stick-up w/ 4 Bollards on a 4' x 4' pad | N/A | each | \$1,550.00 | \$1,605.80 | \$1,663.61 |
| Soil Boring/Rock Coring without TCP (< 60 ft.) | N/A | LF | \$44.00 | \$45.58 | \$47.23 |
| Soil Boring /Rock Coring without TCP (> 60 ft.) | N/A | LF | \$49.00 | \$50.76 | \$52.59 |
| Stand By of Crew | N/A | hour | \$335.00 | \$347.06 | \$359.55 |
| Vertical Inclinerometer | N/A | each | \$865.00 | \$896.14 | \$928.40 |
| Vertical Inclinerometer Installation | N/A | each | \$1,130.00 | \$1,170.68 | \$1,212.82 |
| Vibrating Wire Piezometer | N/A | each | \$1,125.00 | \$1,165.50 | \$1,207.46 |
| Vibrating Wire Piezometer Installation | N/A | each | \$1,350.00 | \$1,398.60 | \$1,448.95 |
| <p>*Escalation is effective on the first day of the month following the beginning of years 3 and 5 from date of contract execution.</p> <p>The unit costs shown include labor, overhead, and profit. Payment based on units completed. No partial payments.</p> <p>All unit costs are negotiated costs and are not subject to change or adjustment.</p> <p>Unit Cost Payment Basis: If unit costs by year are included, unit costs billed should correspond to the fiscal or calendar year, if applicable, in which the work was done.</p> <p>Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.</p> | | | | | |

APPENDIX B - RATE SCHEDULE

Prime: R.R.P. Consulting Engineers, L.L.C.
Subconsultant: CDM Smith, Inc.

Direct Labor

| Labor/Job Classification | Negotiated Hourly Base Rate | Contract Rate** Years 1 and 2 | Contract Rate** Years 3 and 4 | Contract Rate** Years 5 |
|----------------------------------|-----------------------------|----------------------------------|----------------------------------|----------------------------|
| Project Manager - PS&E ID | \$ 129.00 | \$ 360.46 | \$ 373.00 | \$ 386.00 |
| Support Manager - TPP Planning | \$ 110.00 | \$ 307.37 | \$ 318.00 | \$ 329.00 |
| Deputy Project Manager | \$ 118.00 | \$ 329.73 | \$ 341.00 | \$ 353.00 |
| Technical Advisor - Senior | \$ 145.00 | \$ 405.17 | \$ 419.00 | \$ 434.00 |
| Engineer (Senior) | \$ 92.00 | \$ 257.08 | \$ 266.00 | \$ 275.00 |
| Engineer (Project) | \$ 73.00 | \$ 203.98 | \$ 211.00 | \$ 218.00 |
| Engineer (Design) | \$ 60.00 | \$ 167.66 | \$ 174.00 | \$ 180.00 |
| Engineer-In-Training II | \$ 50.00 | \$ 139.72 | \$ 145.00 | \$ 150.00 |
| Engineer-In-Training I | \$ 46.00 | \$ 128.54 | \$ 133.00 | \$ 138.00 |
| Engineer Technician - Senior | \$ 56.00 | \$ 156.48 | \$ 162.00 | \$ 168.00 |
| Engineer Technician | \$ 45.00 | \$ 125.74 | \$ 130.00 | \$ 135.00 |
| Engineer Technician - Junior | \$ 35.00 | \$ 97.80 | \$ 101.00 | \$ 105.00 |
| CADD Operator - Senior | \$ 64.00 | \$ 178.84 | \$ 185.00 | \$ 191.00 |
| CADD Operator | \$ 50.00 | \$ 139.72 | \$ 145.00 | \$ 150.00 |
| CADD Operator - Junior | \$ 38.00 | \$ 106.18 | \$ 110.00 | \$ 114.00 |
| Transportation Planner - Senior | \$ 105.00 | \$ 293.40 | \$ 304.00 | \$ 315.00 |
| Transportation Planner IV | \$ 88.00 | \$ 245.90 | \$ 255.00 | \$ 264.00 |
| Transportation Planner III | \$ 69.00 | \$ 192.81 | \$ 200.00 | \$ 207.00 |
| Transportation Planner I/II | \$ 50.00 | \$ 139.72 | \$ 145.00 | \$ 150.00 |
| Environmental Planner - Senior | \$ 93.00 | \$ 259.87 | \$ 269.00 | \$ 278.00 |
| Environmental Planner IV | \$ 75.00 | \$ 209.57 | \$ 217.00 | \$ 225.00 |
| Environmental Planner III | \$ 60.00 | \$ 167.66 | \$ 174.00 | \$ 180.00 |
| Environmental Scientist - Senior | \$ 81.00 | \$ 226.34 | \$ 234.00 | \$ 242.00 |
| Environmental Scientist IV | \$ 69.00 | \$ 192.81 | \$ 200.00 | \$ 207.00 |
| Environmental Scientist III | \$ 57.00 | \$ 159.28 | \$ 165.00 | \$ 171.00 |
| Environmental Scientist I/II | \$ 43.00 | \$ 120.15 | \$ 124.00 | \$ 128.00 |
| Utilities Coordinator - Senior | \$ 90.00 | \$ 251.49 | \$ 260.00 | \$ 269.00 |
| Administrative/Clerical | \$ 40.00 | \$ 111.77 | \$ 116.00 | \$ 120.00 |

| | | | |
|-------------------------------------|----------|-------|-------|
| Direct labor= | 100% | | |
| Overhead= | 154% | | |
| Direct Labor + Overhead= | \$ 2.54 | | |
| Profit Rate%= | 10% | | |
| (254.03% X 0.1) | \$ 25.40 | | |
| Escalation | | 3.50% | 3.50% |
| Multiplier = (254.03 + 25.403)/100= | 2.7943 | | |

Contract Rates include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment.

APPENDIX B - RATE SCHEDULE

Prime: R.R.P. Consulting Engineers, RRP
Subconsultant: Conservation Equity Partners

Direct Labor

| Labor/Job Classification | Contract Rate** Years 1 and 2 | Contract Rate** Years 3 and 4 | Contract Rate** Years 5 |
|----------------------------------|--|--|--|
| Environmental Scientist - Senior | \$ 190.00 | \$ 197.00 | \$ 204.00 |
| Environmental Scientist IV | \$ 150.00 | \$ 155.00 | \$ 160.00 |
| Environmental Scientist III | \$ 125.00 | \$ 129.00 | \$ 134.00 |
| Environmental Scientist I/II | \$ 100.00 | \$ 104.00 | \$ 108.00 |
| Administrative/Clerical | \$ 55.00 | \$ 57.00 | \$ 59.00 |
| | | | |

Contract Rates include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment.

APPENDIX B - RATE SCHEDULE

Prime: R.R.P. Consulting Engineers, L.L.C.
Subconsultant: Cruces y Puentes Internacionales S.A. de C.V.

Direct Labor

| Labor/Job Classification | Contract Rate** | Contract Rate** | Contract Rate** |
|---------------------------|------------------|-----------------|-----------------|
| | Years 1 and 2 | Years 3 and 4 | Years 5 |
| Project Manager - PS&E ID | \$ 300.00 | \$ 311.00 | \$ 322.00 |
| Administrative/Clerical | \$ 90.00 | \$ 93.00 | \$ 96.00 |
| | | | |

Contract Rates include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment.

APPENDIX B - RATE SCHEDULE

Prime: R.R.P. Consulting Engineers, L.L.C.
Subconsultant: ETSI GROUP LLC

Direct Labor

| Labor/Job Classification | Negotiated Hourly Base Rate | Contract Rate** Years 1 and 2 | Contract Rate** Years 3 and 4 | Contract Rate** Years 5 |
|---------------------------|-----------------------------|-------------------------------------|-------------------------------------|-------------------------------|
| Project Manager - PS&E ID | \$ 85.00 | \$ 205.70 | \$ 213.00 | \$ 220.00 |
| Engineer (Senior) | \$ 70.00 | \$ 169.40 | \$ 175.00 | \$ 181.00 |
| Engineer (Project) | \$ 50.00 | \$ 121.00 | \$ 125.00 | \$ 129.00 |
| Engineer-In-Training I | \$ 30.00 | \$ 72.60 | \$ 75.00 | \$ 78.00 |
| CADD Operator - Senior | \$ 25.00 | \$ 60.50 | \$ 63.00 | \$ 65.00 |
| Administrative/Clerical | \$ 20.00 | \$ 48.40 | \$ 50.00 | \$ 52.00 |
| | | | | |

| | | | | |
|------------------------------|----------|--|-------|-------|
| Direct labor= | 100% | | | |
| Overhead= | 120% | | | |
| Direct Labor + Overhead= | \$ 2.20 | | | |
| Profit Rate%= | 10% | | | |
| (220% X 0.1) | \$ 22.00 | | | |
| Escalation | | | 3.50% | 3.50% |
| Multiplier = (220 + 22)/100= | 2.42 | | | |

Contract Rates include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment.

APPENDIX B - RATE SCHEDULE

Prime: R.R.P. Consulting Engineers, L.L.C.
Subconsultant: Gomez, Mendez, Saenz, Inc.

Direct Labor

| Labor/Job Classification | Contract | Contract Rate** | Contract Rate** |
|--|-------------------------|------------------|-----------------|
| | Rate** Years 1 and 2 | Years 3 and 4 | Years 5 |
| Architects | \$ 200.00 | \$ 207.00 | \$ 214.00 |
| Construction Administrator | \$ 100.00 | \$ 104.00 | \$ 108.00 |
| CADD Operator | \$ 100.00 | \$ 104.00 | \$ 108.00 |
| Administrative/Clerical | \$ 75.00 | \$ 78.00 | \$ 81.00 |
| Architect's Consultants (Cost plus 2.9%) | | | |

Contract Rates include labor, overhead and profit. All rates are negotiated rate and are not subject to change or adjustment.

APPENDIX B - RATE SCHEDULE

Prime: R.R.P. Consulting Engineers, L.L.C.
Subconsultant: KCI Technologies, Inc.

Direct Labor

| Labor/Job Classification | Negotiated Hourly Base Rate | Contract Rate** Years 1 and 2 | Contract Rate** Years 3 and 4 | Contract Rate** Years 5 |
|--|-----------------------------|----------------------------------|----------------------------------|----------------------------|
| Project Manager - PS&E ID | \$ 110.00 | \$ 321.83 | \$ 333.00 | \$ 345.00 |
| Support Manager - TPP Planning | \$ 85.00 | \$ 248.68 | \$ 257.00 | \$ 266.00 |
| Deputy Project Manager | \$ 85.00 | \$ 248.68 | \$ 257.00 | \$ 266.00 |
| Technical Advisor - Senior | \$ 105.00 | \$ 307.20 | \$ 318.00 | \$ 329.00 |
| Engineer (Senior) | \$ 81.00 | \$ 236.98 | \$ 245.00 | \$ 254.00 |
| Engineer (Project) | \$ 60.00 | \$ 175.54 | \$ 182.00 | \$ 188.00 |
| Engineer (Design) | \$ 50.00 | \$ 146.29 | \$ 151.00 | \$ 156.00 |
| Engineer-In-Training II | \$ 38.00 | \$ 111.18 | \$ 115.00 | \$ 119.00 |
| Engineer-In-Training I | \$ 37.04 | \$ 108.37 | \$ 112.00 | \$ 116.00 |
| Engineer Technician - Senior | \$ 50.00 | \$ 146.29 | \$ 151.00 | \$ 156.00 |
| Engineer Technician | \$ 35.00 | \$ 102.40 | \$ 106.00 | \$ 110.00 |
| Engineer Technician - Junior | \$ 26.00 | \$ 76.07 | \$ 79.00 | \$ 82.00 |
| CADD Operator - Senior | \$ 45.00 | \$ 131.66 | \$ 136.00 | \$ 141.00 |
| CADD Operator | \$ 38.00 | \$ 111.18 | \$ 115.00 | \$ 119.00 |
| CADD Operator - Junior | \$ 25.00 | \$ 73.14 | \$ 76.00 | \$ 79.00 |
| Transportation Planner III | \$ 45.10 | \$ 131.95 | \$ 137.00 | \$ 142.00 |
| Environmental Planner - Senior | \$ 90.00 | \$ 263.31 | \$ 273.00 | \$ 283.00 |
| Surveyor (RPLS) - Senior | \$ 73.00 | \$ 213.58 | \$ 221.00 | \$ 229.00 |
| Surveyor (RPLS) | \$ 63.50 | \$ 185.78 | \$ 192.00 | \$ 199.00 |
| Surveyor (RPLS) - Junior | \$ 49.00 | \$ 143.36 | \$ 148.00 | \$ 153.00 |
| Survey Technician (Surveyor-In-Training) - SIT | \$ 36.00 | \$ 105.33 | \$ 109.00 | \$ 113.00 |
| Survey Technician | \$ 31.00 | \$ 90.70 | \$ 94.00 | \$ 97.00 |
| Certified Photogrammetrist | \$ 60.00 | \$ 175.54 | \$ 182.00 | \$ 188.00 |
| Aerial Mapping Technician | \$ 37.00 | \$ 108.25 | \$ 112.00 | \$ 116.00 |
| Aerial Office Technician | \$ 31.00 | \$ 90.70 | \$ 94.00 | \$ 97.00 |
| Aerial Processing Technician | \$ 35.00 | \$ 102.40 | \$ 106.00 | \$ 110.00 |
| LiDAR Task Lead | \$ 63.00 | \$ 184.32 | \$ 191.00 | \$ 198.00 |
| LiDAR Mapping Technician (Aerial) | \$ 45.00 | \$ 131.66 | \$ 136.00 | \$ 141.00 |
| LiDAR Office Technician (Aerial) | \$ 42.00 | \$ 122.88 | \$ 127.00 | \$ 131.00 |
| Survey Field Crew Coordinator | \$ 40.00 | \$ 117.03 | \$ 121.00 | \$ 125.00 |
| SUE Manager | \$ 51.25 | \$ 149.94 | \$ 155.00 | \$ 160.00 |
| SUE Field Manager | \$ 45.00 | \$ 131.66 | \$ 136.00 | \$ 141.00 |
| Utilities Coordinator - Senior | \$ 60.00 | \$ 175.54 | \$ 182.00 | \$ 188.00 |
| Utilities Coordinator | \$ 43.00 | \$ 125.81 | \$ 130.00 | \$ 135.00 |
| Utilities Field Inspector - Senior | \$ 42.00 | \$ 122.88 | \$ 127.00 | \$ 131.00 |
| Utilities Field Inspector | \$ 35.00 | \$ 102.40 | \$ 106.00 | \$ 110.00 |
| Engineering Specialist (Utilities) - Senior | \$ 55.00 | \$ 160.91 | \$ 167.00 | \$ 173.00 |
| Administrative/Clerical | \$ 27.00 | \$ 78.99 | \$ 82.00 | \$ 85.00 |

| | | | |
|-------------------------------------|----------|-------|-------|
| Direct labor= | 100% | | |
| Overhead= | 165.97% | | |
| Direct Labor + Overhead= | \$ 2.66 | | |
| Profit Rate= | 10% | | |
| (265.97% X 0.1) | \$ 26.60 | | |
| Escalation | | 3.50% | 3.50% |
| Multiplier = (265.97 + 26.597)/100= | 2.9257 | | |

Contract Rates include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment.

Appendix B Rate Schedule

Prime Provide: RRP Consulting Engineers, LLC

SubProvider: KCI SUE UNIT COST

| Utility Engineering & Coordination Services | | | | | |
|---|-------------|---|---|----------------------------------|--|
| <u>Services To Be Provided</u> | <u>Unit</u> | <u>Final Rate Years 1 and 2</u> | <u>Final Rate Years 3 and 4</u> | <u>Final Rate Year 5</u> | |
| SUE Mobilization/Demobilization | | | | | |
| This cost is intended to be an expense compensation per request for mobilizing/demobilizing personnel and equipment portal to portal. Vacuum excavation truck, equipment, travel time for 2-man crew, fuel. Mileage log to be provided. | Mile | \$ 5.50 | \$ 5.69 | \$ 5.89 | |
| SUE (Quality Level D) | | | | | |
| Includes labor and equipment for records research and CADD (including overhead utilities) For overhead utilities measurement for payment will be LF per utility owner | LF | \$ 0.55 | \$ 0.57 | \$ 0.59 | |
| SUE (Quality Level C) | | | | | |
| Includes labor and equipment for records research, CADD, and surveying (including overhead utilities) per utility owner. For overhead utilities measurement for payment will be LF per utility owner (agreement must be reached). | LF | \$ 0.75 | \$ 0.78 | \$ 0.80 | |
| SUE (Quality Level B - Utility Designation) | | | | | |
| Includes labor and equipment for records research, designating, engineering, CADD, mapping and limited traffic control | | | | | |
| Includes labor and equipment for surveying and limited traffic control | | | | | |
| Level B (Total) | LF | \$ 1.90 | \$ 1.97 | \$ 2.04 | |
| SUE (Quality Level A - Utility Locate, Test Holes) | | | | | |
| Level A: 0 to 5 ft (Includes labor and equipment for engineering, CADD) (Includes labor and equipment for surveying and limited traffic control) (Includes labor and equipment for vacuum excavation and limited traffic control) | | | | | |
| Level A: 0 to 5 ft (Total) | each | \$ 1,250.00 | \$ 1,293.75 | \$ 1,339.03 | |
| Level A: > 5 to 8 ft (Includes labor and equipment for engineering, CADD) (Includes labor and equipment for surveying and limited traffic control) (Includes labor and equipment for vacuum excavation and limited traffic control) | | | | | |
| Level A: > 5 to 8 ft (Total) | each | \$ 1,600.00 | \$ 1,656.00 | \$ 1,713.96 | |
| Level A: > 8 to 13 ft (Includes labor and equipment for engineering, CADD) (Includes labor and equipment for surveying and limited traffic control) (Includes labor and equipment for vacuum excavation and limited traffic control) | | | | | |
| Level A: > 8 to 13 ft (Total) | each | \$ 1,950.00 | \$ 2,018.25 | \$ 2,088.89 | |
| Level A: > 13 to 20 ft (Includes labor and equipment for engineering, CADD) (Includes labor and equipment for surveying and limited traffic control) (Includes labor and equipment for vacuum excavation and limited traffic control) | | | | | |
| Level A: > 13 to 20 ft (Total) | each | \$ 2,300.00 | \$ 2,380.50 | \$ 2,463.82 | |
| Level A: > 20 ft (Includes labor and equipment for engineering, CADD) (Includes labor and equipment for surveying and limited traffic control) (Includes labor and equipment for vacuum excavation and limited traffic control) | | | | | |
| Level A: > 20 ft (Total) | FT | \$ 175.00 | \$ 181.13 | \$ 187.46 | |
| Note: When the above unit prices are utilized, the following appropriate rates will apply | | | | | |
| Subsurface Utility Engineering (SUE) Field Services | | | | | |
| One (1) Designating Person with equipment | hour | \$ 120.00 | \$ 124.20 | \$ 128.55 | |
| Two (2) Designating Person with equipment | hour | \$ 190.00 | \$ 196.65 | \$ 203.53 | |
| Two (2) Person Vacuum Excavation with equipment | hour | \$ 350.00 | \$ 362.25 | \$ 374.93 | |
| Coring and repairing the pavement includes labor, equipment, and materials | each | \$ 250.00 | \$ 258.75 | \$ 267.81 | |
| Escalation | | | 3.50% | 3.50% | |

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

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

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

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

Appendix B Rate Schedule

Prime Provide: RRP Consulting Engineers, LLC

SubProvider: KCI SURVEYING UNIT COST

| Survey Unit Costs | | Final Rate Years 1 and 2 | Final Rate Years 3 and 4 | Final Rate Year 5 |
|---|------|--------------------------------|--------------------------------|-------------------------|
| Services to be Provided | Unit | | | |
| 1 - Person Survey Crew (1-GPS or Robotic Total Station included–Mileage not included.) | Hour | \$ 130.00 | \$ 134.55 | \$ 139.26 |
| Crew chief | | | | |
| vehicle | | | | |
| GPS or Robotic Total Station | | | | |
| 2 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.) | Hour | \$ 180.00 | \$ 186.30 | \$ 192.82 |
| Crew chief + Instrument man | | | | |
| Vehicle | | | | |
| GPS or Robotic Total Station | | | | |
| 3 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.) | Hour | \$ 210.00 | \$ 217.35 | \$ 224.96 |
| Crew chief + Instrument man + Rodman | | | | |
| Vehicle | | | | |
| GPS or Robotic Total Station | | | | |
| Fixed Wing Flight Crew(Includes Pilot and Sensor Operator) | Hour | \$ 230.00 | \$ 238.05 | \$ 246.38 |
| Personnel only | | | | |
| Helicopter Flight Crew (Includes Pilot and Sensor Operator) | Hour | \$ 235.00 | \$ 243.23 | \$ 251.74 |
| Personnel only | | | | |
| Unmanned Aerial System (Includes the UAS, Vehicle, Pilot and Observer) | Day | \$ 2,100.00 | \$ 2,173.50 | \$ 2,249.57 |
| Vehicle mileage not included, FAA licensed pilot | | | | |
| Does not include mobilization to site. This is in the ODEs. | | | | |
| LiDAR Mobile Mapping System, (Includes Vehicle Operator, LiDAR Technician mileage on project and fuel) (Does not include mobilization to project.) | Day | \$ 9,000.00 | \$ 9,315.00 | \$ 9,641.03 |
| Personnel | | | | |
| Vehicle | | | | |
| Sensor Unit | | | | |
| Does not include mobilization to site. This is in the ODEs. | | | | |
| Escalation | | | 3.50% | 3.50% |

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

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

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

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

APPENDIX B - RATE SCHEDULE

Prime: R.R.P. Consulting Engineers, L.L.C.
Subconsultant: Landhawk Consulting, L.L.C.

Direct Labor - Key Staff Positions

| Labor - Role / Personnel | TXDOT | | | |
|--------------------------|-----------------------------|----------------------------------|----------------------------------|----------------------------|
| | Negotiated Hourly Base Rate | Contract Rate** Years 1 and 2 | Contract Rate** Years 3 and 4 | Contract Rate** Years 5 |
| Project Manager | \$ 105.00 | \$ 254.10 | \$ 262.99 | \$ 272.20 |
| Consultation Specialist | \$ 150.00 | \$ 363.00 | \$ 375.71 | \$ 388.85 |
| Botanist | \$ 83.00 | \$ 200.86 | \$ 207.89 | \$ 215.17 |
| Herpetologist | \$ 75.00 | \$ 181.50 | \$ 187.85 | \$ 194.43 |
| Ichthyologist | \$ 81.00 | \$ 196.02 | \$ 202.88 | \$ 209.98 |
| Malacologist | \$ 125.00 | \$ 302.50 | \$ 313.09 | \$ 324.05 |
| Mammalogist | \$ 75.00 | \$ 181.50 | \$ 187.85 | \$ 194.43 |
| Ornithologist | \$ 83.00 | \$ 200.86 | \$ 207.89 | \$ 215.17 |
| Entomologist | \$ 95.00 | \$ 229.90 | \$ 237.95 | \$ 246.27 |
| Transportation Ecologist | \$ 83.00 | \$ 200.86 | \$ 207.89 | \$ 215.17 |
| Lead Diver | \$ 130.00 | \$ 314.60 | \$ 325.61 | \$ 337.01 |
| Diver | \$ 95.00 | \$ 229.90 | \$ 237.95 | \$ 246.27 |
| Health Scientist | \$ 75.00 | \$ 181.50 | \$ 187.85 | \$ 194.43 |
| Laboratory Technician | \$ 55.00 | \$ 133.10 | \$ 137.76 | \$ 142.58 |
| Field Technican | \$ 64.00 | \$ 154.88 | \$ 160.30 | \$ 165.91 |
| GIS Technician | \$ 57.00 | \$ 137.94 | \$ 142.77 | \$ 147.76 |
| GIS Analyst | \$ 85.00 | \$ 205.70 | \$ 212.90 | \$ 220.35 |
| Technical Editor | \$ 60.00 | \$ 145.20 | \$ 150.28 | \$ 155.54 |
| Clerical | \$ 45.00 | \$ 108.90 | \$ 112.71 | \$ 116.66 |

| | | | |
|------------------------------|----------|-------|-------|
| Direct labor= | 100% | | |
| Overhead= | 120% | | |
| Direct Labor + Overhead= | \$ 2.20 | | |
| Profit Rate%= | 10% | | |
| (220% X 0.1) | \$ 22.00 | | |
| Escalation | | 3.50% | 3.50% |
| Multiplier = (220 + 22)/100= | 2.42 | | |

Contract Rates include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment.

APPENDIX B - RATE SCHEDULE

Prime: R.R.P. Consulting Engineers, L.L.C.
Subconsultant: MESA Integrated Solutions, Inc.

Direct Labor

| Labor/Job Classification | Negotiated Hourly Base Rate | Contract Rate** Years 1 and 2 | Contract Rate** Years 3 and 4 | Contract Rate** Years 5 |
|------------------------------|-----------------------------|----------------------------------|----------------------------------|----------------------------|
| Technical Advisor - Senior | \$ 70.00 | \$ 246.40 | \$ 255.00 | \$ 264.00 |
| Engineer (Senior) | \$ 67.00 | \$ 235.84 | \$ 244.00 | \$ 253.00 |
| Engineer (Project) | \$ 55.00 | \$ 193.60 | \$ 200.00 | \$ 207.00 |
| Engineer-In-Training II | \$ 48.00 | \$ 168.96 | \$ 175.00 | \$ 181.00 |
| Engineer Technician - Senior | \$ 48.00 | \$ 168.96 | \$ 175.00 | \$ 181.00 |
| Engineer Technician | \$ 44.00 | \$ 154.88 | \$ 160.00 | \$ 166.00 |
| CADD Operator - Senior | \$ 44.00 | \$ 154.88 | \$ 160.00 | \$ 166.00 |
| Administrative/Clerical | \$ 26.00 | \$ 91.52 | \$ 95.00 | \$ 98.00 |
| | | | | |

| | | | |
|------------------------------|----------|-------|-------|
| Direct labor= | 100% | | |
| Overhead= | 220% | | |
| Direct Labor + Overhead= | \$ 3.20 | | |
| Profit Rate%= | 10% | | |
| (320% X 0.1) | \$ 32.00 | | |
| Escalation | | 3.50% | 3.50% |
| Multiplier = (320 + 32)/100= | 3.52 | | |

Contract Rates include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment.

APPENDIX B - RATE SCHEDULE

Prime: R.R.P. Consulting Engineers, L.L.C.
Subconsultant: Poznecki-Camarillo, LLC

Direct Labor

| Labor/Job Classification | Negotiated Hourly Base Rate | Contract Rate** Years 1 and 2 | Contract Rate** Years 3 and 4 | Contract Rate** Years 5 |
|----------------------------------|-----------------------------|----------------------------------|----------------------------------|----------------------------|
| Project Manager - PS&E ID | \$ 120.00 | \$ 345.14 | \$ 357.00 | \$ 370.00 |
| Support Manager - TPP Planning | \$ 108.00 | \$ 310.63 | \$ 322.00 | \$ 333.00 |
| Deputy Project Manager | \$ 92.00 | \$ 264.61 | \$ 274.00 | \$ 284.00 |
| Technical Advisor - Senior | \$ 130.00 | \$ 373.91 | \$ 387.00 | \$ 401.00 |
| Engineer (Senior) | \$ 98.00 | \$ 281.87 | \$ 292.00 | \$ 302.00 |
| Engineer (Project) | \$ 74.00 | \$ 212.84 | \$ 220.00 | \$ 228.00 |
| Engineer (Design) | \$ 61.00 | \$ 175.45 | \$ 182.00 | \$ 188.00 |
| Engineer-In-Training-II | \$ 46.00 | \$ 132.31 | \$ 137.00 | \$ 142.00 |
| Engineer Technician - Senior | \$ 44.91 | \$ 129.17 | \$ 134.00 | \$ 139.00 |
| Engineer Technician | \$ 39.00 | \$ 112.17 | \$ 116.00 | \$ 120.00 |
| CADD Operator - Senior | \$ 42.00 | \$ 120.80 | \$ 125.00 | \$ 129.00 |
| CADD Operator | \$ 32.50 | \$ 93.48 | \$ 97.00 | \$ 100.00 |
| Environmental Planner - Senior | \$ 89.00 | \$ 255.98 | \$ 265.00 | \$ 274.00 |
| Environmental Planner IV | \$ 67.00 | \$ 192.71 | \$ 199.00 | \$ 206.00 |
| Environmental Planner III | \$ 51.00 | \$ 146.69 | \$ 152.00 | \$ 157.00 |
| Environmental Scientist - Senior | \$ 75.00 | \$ 215.72 | \$ 223.00 | \$ 231.00 |
| Environmental Scientist IV | \$ 58.30 | \$ 167.68 | \$ 174.00 | \$ 180.00 |
| Environmental Scientist III | \$ 42.00 | \$ 120.80 | \$ 125.00 | \$ 129.00 |
| Environmental Scientist I/II | \$ 35.25 | \$ 101.39 | \$ 105.00 | \$ 109.00 |
| Administrative/Clerical | \$ 33.75 | \$ 97.07 | \$ 100.00 | \$ 104.00 |

| | | | |
|-------------------------------------|----------|-------|-------|
| Direct labor= | 100% | | |
| Overhead= | 161.47% | | |
| Direct Labor + Overhead= | \$ 2.61 | | |
| Profit Rate%= | 10% | | |
| (261.47% X 0.1) | \$ 26.15 | | |
| Escalation | | 3.50% | 3.50% |
| Multiplier = (261.47 + 26.147)/100= | 2.8762 | | |

Contract Rates include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment.

APPENDIX B - RATE SCHEDULE

Prime: R.R.P. Consulting Engineers, L.L.C.
Subconsultant: RAM-RODS Aerial Mapping, LLC

Direct Labor

| Labor/Job Classification | Contract Rate** Years 1 and 2 | Contract Rate** Years 3 and 4 | Contract Rate** Years 5 |
|--|--|--|--|
| Support Manager | \$ 165.00 | \$ 171.00 | \$ 177.00 |
| Analytical Triangulation Specialist | \$ 165.00 | \$ 171.00 | \$ 177.00 |
| Certified Photogrammetrist | \$ 110.00 | \$ 114.00 | \$ 118.00 |
| Aerial Mapping Technician | \$ 165.00 | \$ 171.00 | \$ 177.00 |
| Aerial Office Technician | \$ 123.75 | \$ 128.00 | \$ 132.00 |
| Aerial Processing Technician | \$ 110.00 | \$ 114.00 | \$ 118.00 |
| LiDAR Task Lead | \$ 123.75 | \$ 128.00 | \$ 132.00 |
| LiDAR Mapping Technician (Aerial) | \$ 110.00 | \$ 114.00 | \$ 118.00 |
| LiDAR Office Technician (Aerial) | \$ 82.50 | \$ 85.00 | \$ 88.00 |
| LiDAR Processing Technician (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial) | \$ 165.00 | \$ 171.00 | \$ 177.00 |
| Mapping Editor (includes QA/QC, Finishing, & Finalization) | \$ 55.00 | \$ 57.00 | \$ 59.00 |
| | | | |

Contract Rates include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment.

Appendix B Rate Schedule

Prime Provide: RRP Consulting Engineers, LLC

| UNIT COST PAYMENT BASIS | | | | |
|--|-------------------------------|---------------------|----------------------|-----------------|
| SUBPROVIDER NAME: | (RAM) RODS Aerial Mapping LLC | | | |
| SERVICES TO BE PROVIDED | UNIT | COST YEARS 1 & 2 | *COST YEARS 3 & 4 | *COST YEAR 5 |
| Fixed Wing Flight Crew (Includes Pilot and Sensor Operator) | hour | \$250.00 | \$259.00 | \$268.32 |
| Personnel only | | | | |
| | | | | |
| Helicopter Flight Crew (Includes Pilot and Sensor Operator) | hour | \$250.00 | \$259.00 | \$268.32 |
| Personnel only | | | | |
| | | | | |
| <p>*Escalation is effective on the first day of the month following the beginning of years 3 and 5 from date of contract execution.</p> <p>The unit costs shown include labor, overhead, and profit. Payment based on units completed. No partial payments.</p> <p>All unit costs are negotiated costs and are not subject to change or adjustment.</p> <p>Unit Cost Payment Basis: If unit costs by year are included, unit costs billed should correspond to the fiscal or calendar year, if applicable, in which the work was done.</p> <p>Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.</p> | | | | |

| PROJECT: CCRMA 2024 GEC Master Contract | | |
|--|----------------|-------------|
| RODS SURVEYING, INC. | | |
| LUMP SUM, UNIT COST AND/OR SPECIFIED RATE PAYMENT BASIS | | |
| Lump Sum, Unit Cost and/or Specified Rate Labor/Staff Classification | Raw Rate | Burden Rate |
| SUPPORT MANAGER | \$ 85.00 | \$ 230.05 |
| SURVEYOR (RPLS) - SENIOR | \$ 68.00 | \$ 184.04 |
| SURVEYOR (RPLS) | \$ 58.00 | \$ 156.98 |
| SURVEYOR (RPLS) - JUNIOR | \$ 50.00 | \$ 135.32 |
| SURVEY FIELD CREW COORDINATOR | \$ 39.50 | \$ 106.91 |
| PROJECT CONTROL SPECIALIST - SENIOR | \$ 51.00 | \$ 138.03 |
| PROJECT CONTROL SPECIALIST | \$ 40.00 | \$ 108.26 |
| CADD OPERATOR - JUNIOR | \$ 20.00 | \$ 54.13 |
| CADD OPERATOR | \$ 36.00 | \$ 97.43 |
| CADD OPERATOR - SENIOR | \$ 45.00 | \$ 121.79 |
| SIT (SURVEYOR IN TRAINING) - SENIOR | \$ 48.00 | \$ 129.91 |
| SURVEY TECH - SENIOR | \$ 43.27 | \$ 117.11 |
| SURVEY TECH | \$ 33.00 | \$ 89.31 |
| ADMIN/CLERICAL | \$ 30.00 | \$ 81.19 |
| ABTRACTOR | \$ 34.00 | \$ 92.02 |
| LIDAR TASK LEAD | \$ 48.00 | \$ 129.91 |
| PROJECT COORDINATOR (HELICOPTER, FIXED WING, MOBILE, UAS, TERRESTRIAL) | \$ 56.00 | \$ 151.56 |
| | | |
| UNIT COST | | |
| 1 MAN FIELD CREW | | \$ 140.00 |
| 2 MAN FIELD CREW | | \$ 195.00 |
| 3 MAN FIELD CREW | | \$ 242.00 |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| Audited Overhead Rate: | 141.65% | |
| Negotiated Profit Rate: | 12.00% | |

Appendix B Rate Schedule

Prime Provide: RRP Consulting Engineers, LLC

| UNIT COST PAYMENT BASIS | | | | |
|--|----------------------|---------------------|----------------------|-----------------|
| SUBPROVIDER NAME: | RODS Surveying, Inc. | | | |
| SERVICES TO BE PROVIDED | UNIT | COST YEARS 1 & 2 | *COST YEARS 3 & 4 | *COST YEAR 5 |
| 1 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.) | hour | \$125.00 | \$129.50 | \$134.16 |
| Crew chief | | | | |
| Vehicle | | | | |
| GPS or Robotic Total Station | | | | |
| 2 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.) | hour | \$180.00 | \$186.48 | \$193.19 |
| Crew chief + Instrument man | | | | |
| Vehicle | | | | |
| GPS or Robotic Total Station | | | | |
| 3 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.) | hour | \$205.00 | \$212.38 | \$220.03 |
| Crew chief + Instrument man + Rodman | | | | |
| Vehicle | | | | |
| GPS or Robotic Total Station | | | | |
| Fixed Wing Flight Crew (Includes Pilot and Sensor Operator) | hour | \$210.00 | \$217.56 | \$225.39 |
| Personnel only | | | | |
| Helicopter Flight Crew (Includes Pilot and Sensor Operator) | hour | \$210.00 | \$217.56 | \$225.39 |
| Personnel only | | | | |
| Unmanned Aerial System (Includes the UAS, Vehicle, Pilot and Observer) | day | \$3,000.00 | \$3,108.00 | \$3,219.89 |
| Vehicle mileage not included, FAA licensed pilot | | | | |
| Does not include mobilization to site. This is in the ODEs. | | | | |
| LiDAR Mobile Mapping System (Includes Vehicle Operator, LiDAR Technician mileage on project and fuel) (Does not include mobilization to project.) | day | \$9,000.00 | \$9,324.00 | \$9,659.66 |
| Personnel | | | | |
| Vehicle | | | | |
| Sensor Unit | | | | |
| Does not include mobilization to site. This is in the ODEs. | | | | |
| <p>*Escalation is effective on the first day of the month following the beginning of years 3 and 5 from date of contract execution.</p> <p>The unit costs shown include labor, overhead, and profit. Payment based on units completed. No partial payments.</p> <p>All unit costs are negotiated costs and are not subject to change or adjustment.</p> <p>Unit Cost Payment Basis: If unit costs by year are included, unit costs billed should correspond to the fiscal or calendar year, if applicable, in which the work was done.</p> <p>Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.</p> | | | | |

| PROJECT: CCRMA 2024 GEC Master Contract | | |
|--|----------------|-------------|
| RODS Subsurface Utility Engineering, Inc. | | |
| LUMP SUM, UNIT COST AND/OR SPECIFIED RATE PAYMENT BASIS | | |
| Lump Sum, Unit Cost and/or Specified Rate Labor/Staff Classification | Raw Rate | Burden Rate |
| SUPPORT MANAGER | \$ 74.52 | \$ 208.96 |
| ENGINEER - SENIOR | \$ 71.99 | \$ 201.86 |
| PROJECT CONTROLS SPECIALIST - SENIOR | \$ 50.48 | \$ 141.55 |
| PROJECT CONTROLS SPECIALIST | \$ 38.00 | \$ 106.55 |
| ENGINEER - EIT (ENGINEER IN TRAINING) | \$ 44.00 | \$ 123.38 |
| ENGINEER - GRADUATE | \$ 38.00 | \$ 106.55 |
| ENGINEER TECH - SENIOR | \$ 35.00 | \$ 98.14 |
| ENGINEER TECH | \$ 33.00 | \$ 92.53 |
| ENGINEER TECH - JUNIOR | \$ 25.00 | \$ 70.10 |
| ADMIN/CLERICAL | \$ 32.00 | \$ 89.73 |
| CADD TECH - SENIOR | \$ 35.00 | \$ 98.14 |
| CADD TECH | \$ 30.00 | \$ 84.12 |
| CADD TECH - JUNIOR | \$ 25.00 | \$ 70.10 |
| SUE MANAGER | \$ 70.00 | \$ 196.28 |
| SUE FIELD MANAGER | \$ 49.00 | \$ 137.40 |
| UTILITIES COORDINATOR - SENIOR | \$ 69.71 | \$ 195.47 |
| UTILITIES COORDINATOR | \$ 42.00 | \$ 117.77 |
| UTILITIES FIELD INSPECTOR - SENIOR | \$ 49.00 | \$ 137.40 |
| UTILITIES FIELD INSPECTOR | \$ 35.00 | \$ 98.14 |
| ENGINEERING SPECIALIST (UTILITY) - SENIOR | \$ 38.00 | \$ 106.55 |
| | | |
| | | |
| | | |
| UNIT COST | | |
| 1 PERSON FIELD DESIGNATION CREW | | \$ 170.00 |
| 2 PERSON FIELD DESIGNATION CREW | | \$ 235.00 |
| 2 PERSON FIELD EXCAVATION CREW | | \$ 350.00 |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| Audited Overhead Rate: | 150.36% | |
| Negotiated Profit Rate: | 12.00% | |

Appendix B Rate Schedule

Prime Provide: RRP Consulting Engineers, LLC

| UNIT COST PAYMENT BASIS | | | | |
|---|-------------|---|----------------------|-------------------|
| SUBPROVIDER NAME: | | RODS Subsurface Utility Engineering, Inc. | | |
| SERVICES TO BE PROVIDED | UNIT | COST YEARS 1 & 2 | *COST YEARS 3 & 4 | *COST YEAR 5 |
| SUE Mobilization/Demobilization | | | | |
| This cost is intended to be an expense compensation per request for mobilizing/demobilizing personnel and equipment portal to portal. Vacuum excavation truck, equipment, travel time for 2-man crew, fuel. Mileage log to be provided. | mile | \$6.50 | \$6.73 | \$6.98 |
| SUE (Quality Level D) | | | | |
| Includes labor and equipment for records research and CADD (including overhead utilities). For overhead utilities, measurement for payment will be LF per utility owner. | LF | \$0.75 | \$0.78 | \$0.80 |
| SUE (Quality Level C) | | | | |
| Includes labor and equipment for records research, CADD, and surveying (including overhead utilities) per utility owner. For overhead utilities, measurement for payment will be LF per utility owner. (Apurtenance must be surveyed) | LF | \$0.95 | \$0.98 | \$1.02 |
| SUE (Quality Level B - Utility Designation) | | | | |
| Includes labor and equipment for records research, designating, engineering, CADD, mapping and limited traffic control | LF | | | |
| Includes labor and equipment for surveying and limited traffic control | LF | | | |
| Level B: (Total) | LF | \$2.00 | \$2.07 | \$2.15 |
| SUE (Quality Level A - Utility Locate, Test Holes) | | | | |
| Level A: 0 to 5 ft (Includes labor and equipment for engineering, CADD) | each | | | |
| (Includes labor and equipment for surveying and limited traffic control) | each | | | |
| (Includes labor and equipment for vacuum excavation and limited traffic control) | each | | | |
| Level A: 0 to 5 ft (Total) | each | \$1,400.00 | \$1,450.40 | \$1,502.61 |
| Level A: > 5 to 8 ft (Includes labor and equipment for engineering, CADD) | each | | | |
| (Includes labor and equipment for surveying and limited traffic control) | each | | | |
| (Includes labor and equipment for vacuum excavation and limited traffic control) | each | | | |
| Level A: > 5 to 8 ft (Total) | each | \$1,700.00 | \$1,761.20 | \$1,824.60 |
| Level A: > 8 to 13 ft (Includes labor and equipment for engineering, CADD) | each | | | |
| (Includes labor and equipment for surveying and limited traffic control) | each | | | |
| (Includes labor and equipment for vacuum excavation and limited traffic control) | each | | | |
| Level A: > 8 to 13 ft (Total) | each | \$2,225.00 | \$2,305.10 | \$2,388.08 |
| Level A: > 13 to 20 ft (Includes labor and equipment for engineering, CADD) | each | | | |
| (Includes labor and equipment for surveying and limited traffic control) | each | | | |
| (Includes labor and equipment for vacuum excavation and limited traffic control) | each | | | |
| Level A: > 13 to 20 ft (Total) | each | \$2,750.00 | \$2,849.00 | \$2,951.56 |
| Level A: > 20 ft (Includes labor and equipment for engineering, CADD) | FT | | | |
| (Includes labor and equipment for surveying and limited traffic control) | FT | | | |
| (Includes labor and equipment for vacuum excavation and limited traffic control) | FT | | | |
| Level A: > 20 ft (Total) | FT | \$240.00 | \$248.64 | \$257.59 |
| Note: When the above unit prices are not utilized, the following appropriate rates will apply. | | | | |
| Subsurface Utility Engineering (SUE) Field Services | | | | |
| One (1) Designating Person with equipment | hour | \$160.00 | \$165.76 | \$171.73 |
| Two (2) Designating Person with equipment | hour | \$225.00 | \$233.10 | \$241.49 |
| Two (2) Person Vacuum Excavation with equipment | hour | \$330.00 | \$341.88 | \$354.19 |
| Coring and repairing the pavement includes labor, equipment, and materials | each | \$275.00 | \$284.90 | \$295.16 |
| <p>*Escalation is effective on the first day of the month following the beginning of years 3 and 5 from date of contract execution.</p> <p>The unit costs shown include labor, overhead, and profit. Payment based on units completed. No partial payments.</p> <p>All unit costs are negotiated costs and are not subject to change or adjustment.</p> <p>Unit Cost Payment Basis: If unit costs by year are included, unit costs billed should correspond to the fiscal or calendar year, if applicable, in which the work was done.</p> <p>Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.</p> | | | | |

APPENDIX B - RATE SCHEDULE

Prime: R.R.P. Consulting Engineers, L.L.C.
Subconsultant: SJPA

Direct Labor

| Labor/Job Classification | Contract Rate** Years 1 and 2 | Contract Rate** Years 3 and 4 | Contract Rate** Years 5 |
|--------------------------|-------------------------------------|-------------------------------------|-------------------------------|
| Managing Principal | \$ 170.00 | \$ 176.00 | \$ 182.00 |
| Architect Senior | \$ 155.00 | \$ 160.00 | \$ 166.00 |
| Project Manager | \$ 140.00 | \$ 145.00 | \$ 150.00 |
| Project Architect | \$ 120.00 | \$ 124.00 | \$ 128.00 |
| Architect 3 | \$ 110.00 | \$ 114.00 | \$ 118.00 |
| Architect 2 | \$ 100.00 | \$ 104.00 | \$ 108.00 |
| Architect 1 | \$ 90.00 | \$ 93.00 | \$ 96.00 |
| Designer Senior | \$ 105.00 | \$ 109.00 | \$ 113.00 |
| Designer 3 | \$ 95.00 | \$ 98.00 | \$ 101.00 |
| Designer 2 | \$ 84.00 | \$ 87.00 | \$ 90.00 |
| Designer 1 | \$ 72.00 | \$ 75.00 | \$ 78.00 |
| Administrative/Clerical | \$ 70.00 | \$ 72.00 | \$ 75.00 |

Contract Rates include labor, overhead and profit. All rates are negotiated rate:
and are not subject to change or adjustment.

APPENDIX B - RATE SCHEDULE

Prime: R.R.P. Consulting Engineers, L.L.C.
Subconsultant: Sunland Group, Inc.

Direct Labor

| Labor/Job Classification | Negotiated Hourly Base Rate | Contract Rate** Years 1 and 2 | Contract Rate** Years 3 and 4 | Contract Rate** Years 5 |
|------------------------------------|-----------------------------|----------------------------------|----------------------------------|----------------------------|
| CVS Team Lead | \$ 88.94 | \$ 237.43 | \$ 246.00 | \$ 255.00 |
| Assitant Facilitator/Cost Engineer | \$ 84.13 | \$ 224.59 | \$ 232.00 | \$ 240.00 |
| Subject Matter Expert | \$ 81.73 | \$ 218.19 | \$ 226.00 | \$ 234.00 |
| Administrative/Clerical | \$ 35.09 | \$ 93.68 | \$ 97.00 | \$ 100.00 |

| | | | | |
|-------------------------------------|----------|--|-------|-------|
| Direct labor= | 100% | | | |
| Overhead= | 143% | | | |
| Direct Labor + Overhead= | \$ 2.43 | | | |
| Profit Rate%= | 10% | | | |
| (242.69% X 0.1) | \$ 24.27 | | | |
| Escalation | | | 3.50% | 3.50% |
| Multiplier = (242.69 + 24.269)/100= | 2.6696 | | | |

Contract Rates include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment.

APPENDIX B
Team - Other Direct Expenses

| SERVICES TO BE PROVIDED | UNIT | FIXED COST | MAXIMUM COST |
|--|----------------|---------------------|---------------------|
| Travel | | | |
| Mileage | mile | Current State Rate | |
| Lodging/Hotel - Taxes and Fees | day/person | | \$45.00 |
| Lodging/Hotel (Taxes/fees not included) | day/person | | Current State Rate |
| Meals (Excluding alcohol & tips) (Overnight stay required) | day/person | | Current State Rate |
| Air Travel - In State - 2+ Wks Notice (Coach) | Rd Trip/person | | \$530.00 |
| Air Travel - In State - Short Notice (Coach) | Rd Trip/person | | \$950.00 |
| Air Travel - Out of State - 2+ Wks Notice (Coach) | Rd Trip/person | | \$1,000.00 |
| Air Travel - Out of State - Short Notice (Coach) | Rd Trip/person | | \$1,500.00 |
| Oversize, special handling or extra baggage airline fees | each | | \$100.00 |
| Parking | day | | \$30.00 |
| Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed) | day | | \$100.00 |
| Rental Car Fuel | gallon | | \$5.00 |
| Taxi/Cab fare (Includes Rideshare) | each/person | | \$40.00 |
| Bus Travel over 100 miles | Rd Trip/person | | \$350.00 |
| Toll Charges | day | | \$50.00 |
| SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed) | day | | \$185.00 |
| Administrative | | | |
| CDs | each | \$2.00 | |
| USB Flashdrive (up to 32 GB) | each | \$10.00 | |
| External Hard Drive | each | \$150.00 | |
| Standard Postage | letter | Current Postal Rate | |
| Cardstock Color (8 1/2" x 11") | each | \$1.00 | |
| Photocopies B/W (11" X 17") | each | \$0.25 | |
| Photocopies B/W (8 1/2" X 11") | each | \$0.15 | |
| Photocopies Color (11" X 17") | each | \$1.25 | |
| Photocopies Color (8 1/2" X 11") | each | \$1.00 | |
| Plots (B/W on Bond) | per sq. ft. | \$1.00 | |
| Plots (Color on Bond) | per sq. ft. | \$1.75 | |
| Plots (Color on Photographic Paper) | per sq. ft. | \$5.00 | |
| Report Binding and tabbing | each | \$10.00 | |
| Certified Letter Return Receipt | each | | Current Postal Rate |
| Overnight Mail - letter size | each | | Current Postal Rate |
| Overnight Mail - oversized box | each | | \$100.00 |
| Materials and Shipping | per package | | \$100.00 |
| Courier Services | each | | \$45.00 |
| 4" X 6" Digital Color Print | picture | | \$0.50 |
| Brochure Printing | each | | \$3.00 |
| Report Printing | each | | \$80.00 |
| Flyer Printing (various sizes BW or color) | each | | \$1.00 |
| Postcard Printing | each | | \$0.75 |
| Digital Ortho Plotting | sheet | | \$3.00 |
| Notebooks | each | | \$10.00 |
| Color Graphics on Foam Board | square foot | | \$20.00 |
| Presentation Boards 30" X 40" Color Mounted | each | | \$100.00 |
| Presentation Boards 48" X 60" Color Mounted | each | | \$175.00 |
| Construction | | | |
| Cylinder Molds | each | \$3.00 | |
| DMI - Digital Measuring Instrument | each | \$200.00 | |
| Nuclear Density Gauge Equipment Charge | day | \$75.00 | |
| Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (4 hours or less) | 4 hours | \$70.00 | |
| Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (More than 1 week, up to 1 month) | month | | \$1,200.00 |
| Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (5 or less days) | day | | \$125.00 |

APPENDIX B

Team - Other Direct Expenses

| SERVICES TO BE PROVIDED | UNIT | FIXED COST | MAXIMUM COST |
|---|-----------------|------------|--------------|
| Construction Truck 4x4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed) (More than 1 week, up to 1 month) | month | | \$1,450.00 |
| Construction Truck 4X4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed) (5 or less days) | day | | \$125.00 |
| Office Trailer Rental | each | | \$750.00 |
| Safety Harness and lanyards | each | | \$400.00 |
| Monthly Housing - This rate shall be used when an Apartment, House, or RV is rented. (Includes Apartment/House Rental or Rental of Lot at RV Park, Travel Trailer Expense, Utilities, & Taxes). The only receipt necessary for the reimbursement of this rate is for the Apartment, House, or RV Rental or Lot Rental. ONLY full-time staff who are in the field may use this rate. Use of this rate shall be substantiated by timesheets submitted for the full time personnel in the field. TxDOT does not reimburse personal or company owned RV or residence. | each/month | | \$4,000.00 |
| PPE (Protective Equipment) | each | | \$250.00 |
| Geotechnical / Materials | | | |
| Hot Mix Asphalt Testing Equipment Monthly Rental - Required equipment must meet or exceed applicable TxDOT specifications. Required equipment includes (1 ea) ignition oven, (1 ea) scales, (1 ea) 8" shaker, (1 set) 8" sieves, (1 ea) splitter, (1 ea) hot ovens, (1 ea) vibrating table and bucket, (1 ea) vacuum pump, and (1 ea) Texas Gyrotory Press. All component parts, consumables, and required maintenance are considered subsidiary to this item. | month | \$750.00 | |
| HMAC Testing Equipment Mobilizations < 150 Miles | each project | \$1,000.00 | |
| HMAC Testing Equipment Mobilizations > 150 Miles | per mile | \$7.00 | |
| Mobilization and Demobilization of Non Destructive Deflection Testing (Trips within 100 miles from office to site) | each | \$500.00 | |
| Mobilization and Demobilization of Non Destructive Deflection Testing (Trips over 100 miles from office to site) | mile | \$5.00 | |
| Mobilization of ATV Buggy / Track Drilling Equipment less 100 mile | each | \$1,800.00 | |
| Mobilization of ATV Buggy / Track Drilling Equipment more than 100 mile | mile | \$18.00 | |
| ATV Surcharge (for rig installed on ATV) | LF | \$5.00 | |
| Stand By of Drilling Equipment | hour | \$350.00 | |
| Mobilization and Demobilization of Drilling Rig (Trips within 100 miles from office to site) | trip | \$600.00 | |
| Mobilization and Demobilization of Drilling Rig (Trips over 100 miles from office to site) | mile | \$6.00 | |
| Mobilization of coring equipment used to drill flexible and rigid pavement (2-man crew minimum, Labor paid separately)(less than 100 miles from office to site) | trip | \$600.00 | |
| Mobilization of coring equipment used to drill flexible and rigid pavement (2-man crew minimum, Labor paid separately)(over 100 miles from office to site) | mile | \$6.00 | |
| Shelby Tubes Transportation Box | per box | | \$175.00 |
| Field Laboratory | | | |
| Mobilization/Demobilization Laboratory (includes transportation, utility set-up, does not include labor) | each | | \$2,160.00 |
| Field Laboratory Equipment Rental | month | | \$5,000.00 |
| AASHTO Accreditation Hot Mix Laboratory | each | | \$8,000.00 |
| AASHTO Accreditation Soil Laboratory | each | | \$8,000.00 |
| AASHTO Accreditation Aggregates Laboratory | each | | \$6,500.00 |
| Cement & Concrete Reference Lab (CCRL) Accreditation | each | | \$12,000.00 |
| Equipment Calibration | each | | \$2,500.00 |
| Planning / Environmental | | | |
| Noise Meter Rental Unit - includes noise meter, camera, tripods, calibrator | per project | \$500.00 | |
| Noise Meter Rental Unit - includes noise meter, camera, tripods, calibrator | per alternative | \$300.00 | |
| 3rd Party Data | each package | | \$30,000.00 |
| 3rd Party Traffic Data Subscription - Advanced (50 zones) | each package | | \$15,000.00 |
| 3rd Party Traffic Data Subscription - Multimode (50 zones) | each package | | \$25,000.00 |
| 3rd Party Traffic Data Subscription (50 zones) | each package | | \$10,000.00 |
| Aerial Photographs (1" = 500' scale) | each | | \$125.00 |
| Curator (Drawer & TX Archaeological Research Lab for artifacts & report) | each | | \$4,000.00 |
| TARL Curation Fee | site | | \$5,000.00 |

APPENDIX B
Team - Other Direct Expenses

| SERVICES TO BE PROVIDED | UNIT | FIXED COST | MAXIMUM COST |
|--|-----------------|------------|--------------|
| Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.) | day | | \$35.00 |
| FEMA FIS (Manual) | each | | \$50.00 |
| FEMA FIS Backup Data Request | each | | \$500.00 |
| FEMA Map Revision Submittal (CLOMR/LOMR) (Submittal Fee Only) | each | | \$10,000.00 |
| FEMA Model/Floodplain Hardcopy | each | | \$500.00 |
| Historical Aerial Images | unit | | \$250.00 |
| Map/Plat Records | sheet | | \$7.50 |
| Title Report | each | | \$800.00 |
| Permits | each | | \$1,000.00 |
| Soil Disposal Fee | each | | \$250.00 |
| Public Involvement | | | |
| Court Reporter | page | | \$20.00 |
| Court Reporter (Public Meetings, Hearings & Transcription) | day | | \$1,000.00 |
| Custodian for Public Involvement | hour | | \$60.00 |
| Newspaper Advertisement - Community Newspaper | per publication | | \$3,000.00 |
| Newspaper Advertisement - Urban Newspaper | per publication | | \$11,500.00 |
| Public Involvement Facility Rental | 8 hours | | \$3,500.00 |
| Public Involvement Facility Rental | 4 hours | | \$1,000.00 |
| Public Involvement Facility Rental | hour | | \$400.00 |
| Public Involvement Meeting Supplies | per meeting | | \$200.00 |
| Public Notices - Mass Mailing (500 pieces) | per mailing | | \$800.00 |
| Public Notices - Mass Mailing/with Self Addressed Return Envelope (500 pieces) | per mailing | | \$1,100.00 |
| Signage/Displays | each | | \$5,000.00 |
| Audio - Equipment Rental | each | | \$500.00 |
| Audio - Visual Equipment Rental | event | | \$600.00 |
| Sound Technician for Public Involvement | event | | \$450.00 |
| Professional Narrator | event | | \$750.00 |
| Professional Narrator | hour | | \$150.00 |
| Translator (English to Spanish, other language as appropriate, or Sign Language) | event | | \$600.00 |
| Translator (English to Spanish, other language as appropriate, or Sign Language) | hour | | \$150.00 |
| Interpretative Services - Includes International coordination with entities outside of the U.S. (prior TxDOT District approval required) | month | | \$10,000.00 |
| Surveying / ROW | | | |
| Mobilization for LiDAR Mobile mapping System (travel to project) (includes vehicle) | per mile | \$10.00 | |
| Fixed Wing Airborne Aerial Imagery/LiDAR - Project Flight Miles (to/from local airport and on-project flight miles) | per mile | \$65.00 | |
| RTK Base Radio | hour | \$30.00 | |
| GPS Receiver Rate | hour | \$30.00 | |
| Helicopter Equipment Aerial Imagery/LiDAR - Project Flight Miles (to/from local airport and on-project flight miles) | per mile | \$65.00 | |
| Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use) (scanner owned by provider) | hour | \$125.00 | |
| Type II ROW/Control Monument - Excavated/Drilled, rocks, rocky soil. 2-4 inch depth (includes equipment, materials, & rentals). Marker supplied by TxDOT | each | \$100.00 | |
| Type II ROW/Control Monument - Poured 2-3 Feet (includes equipment, materials, & rentals). Marker supplied by TxDOT | each | \$300.00 | |
| Terrestrial Photogrammetry Camera | hour | \$125.00 | |
| Airborne GPS/IMU Data collection/Processing | per project | | \$2,500.00 |
| Datum Point Rod Setting (3/4 inch aluminum rod driven to refusal, TxDOT Survey Manual Fig. C-7) | each | | \$375.00 |
| Fathometer | day | | \$90.00 |
| Ground Target (includes paint and panel material) | each | | \$30.00 |
| Hydrographic Sonar Equipment | day | | \$500.00 |
| Photo Lab Service - Black and White Processing (film, development, scanning) | per frame | | \$20.00 |
| Photo Lab Service - Color Infrared Processing (film, development, scanning) | per frame | | \$28.00 |
| Photo Lab Service - Color Processing (film, development, scanning) | per frame | | \$30.00 |

APPENDIX B
Team - Other Direct Expenses

| SERVICES TO BE PROVIDED | UNIT | FIXED COST | MAXIMUM COST |
|---|-------------|------------|--------------|
| Photo Lab Service - Digital image processing | per frame | | \$28.00 |
| Photo Lab Service - Enlargements, Lamination, Mounting | per sq. ft. | | \$8.00 |
| Portable LiDAR System (Back Pack Mounted) | day | | \$1,750.00 |
| Certified Deed Copies | sheet | | \$2.65 |
| Deed Copies | sheet | | \$2.00 |
| Reprographics | per sq. ft. | | \$5.00 |
| T-Posts (Materials only) | each | | \$5.00 |
| Delineator Posts (Materials only) | each | | \$25.00 |
| Terrestrial Laser Scanner (rental rates applied to actual time scanner unit is in use) | hour | | \$120.00 |
| Mobilization for Aerial Imagery/LiDAR Fixed Wing Aircraft (Includes aircraft, pilot, sensor/LiDAR operator, fuel and transportation cost) | per project | | \$25,000.00 |
| Mobilization for Helicopter Aerial Imagery/LiDAR (Includes helicopter, pilot, sensor/LiDAR operator, fuel and transportation cost) | per project | | \$25,000.00 |
| Mobilization for Unmanned Aerial System (travel to project) (includes vehicle) | per project | | \$7,500.00 |
| Utility Engineering | | | |
| Ground Penetrating Radar (equipment only)(GPR owned by provider) | day | \$250.00 | |
| Push Camera Mapping (Equipment)(owned by provider) | per day | \$300.00 | |
| Ground Penetrating Radar (equipment only) | day | | \$200.00 |
| Push Camera Mapping (Equipment) | per day | | \$350.00 |
| Hydro-vacuum Excavation (equipment, materials, and labor) | hour | | \$450.00 |
| Traffic Control | | | |
| Portable Message Board | day | | \$500.00 |
| Flashing Arrow Board | day | | \$600.00 |
| Law Enforcement/Uniform Officer (including vehicle) | hour | | \$150.00 |
| Attenuator trucks - (Lane/Shoulder Closure) (Includes labor, equipment and fuel) | day | | \$1,600.00 |
| Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel) | day | | \$1,000.00 |
| Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel) | day | | \$5,150.00 |
| Miscellaneous | | | |
| Backfill (off-site purchase) | CY | \$200.00 | |
| Dashboard Mounted Video Camera System | per system | | \$250.00 |
| Light Tower | day | | \$350.00 |
| Steel Plate Rental | per day | | \$50.00 |
| Air Card / Hot Spot | each/month | | \$35.00 |
| Boat with Motor | day | | \$400.00 |
| Backhoe Rental | day | | \$2,500.00 |
| Bulldozer Rental | day | | \$3,000.00 |
| Site Clearance | day | | \$2,500.00 |
| Railroad - Insurance in addition to STD Minimum Required (Minimum Coverage of \$1 Million required by RR) | each | | \$2,500.00 |
| Railroad - Permit | each | | \$4,500.00 |
| Railroad - Safety Training (If required - Heavy Rail Safety Training Certificate, includes Classroom training and employee certification card.) | per person | | \$525.00 |
| Railroad - Value Maps | per sheet | | \$75.00 |
| Railroad Flagger (Service provided by RR) | per day | | \$1,600.00 |
| Railroad Research (Provided by the Railroad) | per page | | \$15.00 |
| Rental Equipment - Gasoline Powered Auger | day | | \$100.00 |

APPENDIX C

KEY PERSONNEL

The Key Personnel is attached hereto and incorporated by reference as if fully set forth herein.

APPENDIX C
KEY PERSONNEL

| Scope Item / Key Personnel | Company | Role/ Responsibility |
|---|-------------------------------|-------------------------|
| 1. Project Management | | |
| Phillip J. Pawelek, PE | RRP Consulting Engineers, LLC | Primary |
| Ahmed Abd-El-Meguid, PhD, PE | RRP Consulting Engineers, LLC | Secondary |
| 2. Feasibility Studies and Evaluation | | |
| Chi Ping Lam, PE | CDM Smith Inc | Primary |
| Yong Zhao, PE | CDM Smith Inc | Secondary |
| 3. Project Initiation and Coordination | | |
| Phillip J. Pawelek, PE | RRP Consulting Engineers, LLC | Primary |
| Mirna Sanchez | RRP Consulting Engineers, LLC | Secondary |
| 4. Environmental Compliance | | |
| Daniel Garces, PE | RRP Consulting Engineers, LLC | Primary |
| Thomas Fitzgibbons, CAE, ENV SP | RRP Consulting Engineers, LLC | Secondary |
| 5. Right of Way acquisition and utilities accommodations | | |
| Eddie De Leon | Ares Services, Inc | Primary |
| Guillermo "Willie" Arratia, PE | RRP Consulting Engineers, LLC | Secondary |
| 6. Plans, Specifications, & Estimates including detailed design work | | |
| Abel Marroquin III, PE | RRP Consulting Engineers, LLC | Primary |
| Humberto Lopez, PE | RRP Consulting Engineers, LLC | Secondary |
| Bridges: Manching Wei, PE | RRP Consulting Engineers, LLC | Secondary |
| H&H: Reuben Abesamis, PE | RRP Consulting Engineers, LLC | Secondary |
| Corridor Modelling: Robert Paxton | MESA Integrated Solutions | Secondary |
| 7. Project Procurement and Contract Administration Services | | |
| John P. Munoz, CPA, CIA | CDM Smith Inc | Primary |
| Phillip J. Pawelek, PE | RRP Consulting Engineers, LLC | Primary |
| 8. Construction Management and Inspection Services | | |
| Guillermo "Willie" Arratia, PE | RRP Consulting Engineers, LLC | Primary |
| Louis R. Lopez | RRP Consulting Engineers, LLC | Secondary |
| 9. Project Maintenance | | |
| Jonathan Prukop, PE | RRP Consulting Engineers, LLC | Primary |
| Jose Gaytan, PE | RRP Consulting Engineers, LLC | Secondary |
| 10. Transportation Programming Services | | |
| Behrooz Badiozzamani, PE | B2Z Engineering | Primary |
| Jonathan Prukop, PE | RRP Consulting Engineers, LLC | Secondary |
| 11. Project Funding Support and Compliance | | |
| Rigoberto Villarreal | Ares Services, Inc | Primary |
| Gume Ybarra | RRP Consulting Engineers, LLC | Secondary |

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 October 31, 2024 (the “Agreement”), between the Cameron County Regional Mobility Authority (“Authority”) and R.R.P. Consulting Engineers, L.L.C. (“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: R.R.P. Consulting Engineers, L.L.C.

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

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

APPENDIX E

RFQ AND RFP RESPONSE

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

**2-P CONSIDERATION AND APPROVAL OF AN AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND CIVIL SYSTEMS
ENGINEERING, INC.**

**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

AGREEMENT FOR

**GENERAL CONSULTING
CIVIL ENGINEERING SERVICES**

CIVIL SYSTEMS ENGINEERING, INC.

TABLE OF CONTENTS

| | | |
|-----|--|----|
| 1. | THE SERVICES, GENERALLY | 2 |
| 2. | SCOPE OF CONSULTANT SERVICES. | 3 |
| 3. | “CONSULTING ENGINEERS” UNDER TRUST AGREEMENTS..... | 4 |
| 4. | COMPENSATION. | 4 |
| | a. Maximum Contract Amount | 4 |
| | b. Authorized Methods of Compensation | 4 |
| | c. Specific Rates of Compensation Method..... | 5 |
| | d. The Multiplier | 6 |
| | e. Computation and Adjustment of the Multiplier..... | 6 |
| | f. Expenses | 7 |
| | g. Non-compensable Time | 8 |
| | h. Invoices and Records | 9 |
| | i. Effect of Payments | 10 |
| | j. No Adjustments to Rate Schedule and Multipliers..... | 10 |
| | k. Commercial Pricing | 11 |
| | l. Place of Payment..... | 11 |
| | m. Timing of Payments..... | 11 |
| | n. Taxes | 12 |
| | o. On-Call or Indefinite Delivery/Indefinite Quantity (IDIQ) | 13 |
| | p. Compensation of Subconsultants..... | 13 |
| | q. Compliance with Federal and State Cost Principles | 14 |
| 5. | TIME OF PERFORMANCE. | 15 |
| 6. | TERMINATION FOR DEFAULT..... | 15 |
| 7. | OPTIONAL TERMINATION..... | 17 |
| | a. Generally..... | 17 |
| | b. No Further Rights, Etc | 17 |
| | c. No Further Compensation..... | 18 |
| 8. | TERMINATION, GENERALLY..... | 18 |
| 9. | SUSPENSION OR MODIFICATION OF SERVICES; DELAYS AND DAMAGES..... | 18 |
| 10. | PERSONNEL, EQUIPMENT AND MATERIAL, GENERALLY. | 19 |
| | a. Adequate Personnel, Etc | 19 |
| | b. Removal of Personnel | 20 |
| | c. GEC Furnishes Equipment, Etc | 21 |
| | d. Key Personnel | 21 |
| 11. | PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS. | 22 |
| 12. | PERSONNEL AT AUTHORITY’S FACILITIES..... | 22 |
| 13. | OWNERSHIP OF PLANS. | 23 |
| | a. Generally..... | 23 |
| | b. Separate Assignment..... | 24 |
| 14. | WORK AUTHORIZATIONS. | 25 |
| 15. | SUBLETTING..... | 26 |
| 16. | APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS..... | 26 |
| | a. Witness..... | 26 |

| | | |
|-----|--|----|
| b. | Meetings..... | 27 |
| 17. | COMPLIANCE WITH LAWS..... | 27 |
| 18. | INSURANCE..... | 28 |
| a. | Workers' Compensation Insurance..... | 28 |
| b. | Commercial General Liability Insurance..... | 28 |
| c. | Business Automobile Liability Insurance..... | 29 |
| d. | Valuable Papers Insurance..... | 29 |
| e. | Architects and/or Engineers Professional Liability Insurance/Errors and Omissions Insurance | 29 |
| f. | General for All Insurance..... | 29 |
| 19. | RELATIONSHIP BETWEEN THE PARTIES..... | 31 |
| 20. | AUTHORITY INDEMNIFIED..... | 32 |
| 21. | DELIVERY OF NOTICES, ETC..... | 33 |
| a. | Notices to the Authority..... | 33 |
| b. | Notices to the GEC | 33 |
| c. | Date of Delivery..... | 34 |
| 22. | REPORTS OF ACCIDENTS, ETC..... | 34 |
| 23. | AUTHORITY'S ACTS. | 35 |
| 24. | LIMITATIONS..... | 35 |
| 25. | CAPTIONS NOT A PART HEREOF..... | 35 |
| 26. | CONTROLLING LAW, VENUE. | 35 |
| 27. | TIME OF ESSENCE. | 35 |
| 28. | SEVERABILITY..... | 36 |
| 29. | SUCCESSORS. | 36 |
| 30. | AUTHORIZATION..... | 36 |
| 31. | INTERPRETATION..... | 36 |
| 32. | CONFLICTS OF INTEREST..... | 37 |
| 33. | THE GEC'S RESPONSE; COMPLETE AGREEMENT. | 37 |
| a. | The GEC's Response | 37 |
| b. | Complete Agreement | 37 |

Appendix A Scope of Consultant Services

Appendix B Rate Schedule

Appendix C Key Personnel

Appendix D Work Authorization

Appendix E RFQ and RFP Response

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

THIS AGREEMENT, made as of this 31st day of October 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 **CIVIL SYSTEMS ENGINEERING, INC.**, 1202 Lake Pointe Parkway, Sugar Land, Texas 77478, hereinafter referred to as the “GEC”.

W I T N E S S E T H:

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

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

WHEREAS, Civil Systems Engineering, Inc. was selected by CCRMA as one of the firms to serve as a GEC for the Authority; and

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

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

1. **THE SERVICES, GENERALLY.**

The Authority hereby retains the GEC to serve as the Authority's General Engineering Consultant pursuant to the terms set forth in this Agreement. All work to be performed by or on behalf of the GEC hereunder is hereinafter referred to as the "Services". In performing the Services, the GEC shall operate as an extension of, and in complete coordination with, the Authority's staff with respect to all projects which now or in the future are studied, constructed or operated by the Authority (the "Projects"), provided that nothing herein shall alter the GEC's status as an independent contractor as fully set forth in Section 19 below. To that end, the GEC shall represent, advance, and further the interests of the Authority throughout all aspects and phases of the Authority's activities and shall, when and as requested by the Authority, support the Authority in its dealings with contractors and suppliers, engineers and other consultants, the Authority's general counsel and accountants, financial advisor, traffic and revenue advisors, bond counsel, rating agencies and underwriters, governmental entities and the public, all in accordance with the standards customarily possessed and exercised by a practicing member of the engineering profession enjoying a favorable national reputation and currently practicing under similar circumstances. 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 2.45414 (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 1.1912 times direct labor cost, plus 12 percent (12%) for profit, for a Multiplier of 2.45414 times direct labor cost (computed as follows: $((1+1.1912) \times 1.12)$).

The Multiplier will be adjusted up or down according to the GEC's audited FAR overhead rate for the preceding year, with the first such adjustment occurring as of January 1, 2025, 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:

| | |
|-----------------|--|
| CHASE | |
| ABA Number: | 111000614 |
| Account Name: | Civil Systems Engineering, Inc. 1202 Lake Pointe Parkway Sugar Land, Texas 77478 |
| Account Number: | 701730889 |

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 October 31, 2024, and concluding October 31, 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 Deren Li, Civil Systems Engineering, Inc., 1202 Lake Pointe Parkway, Sugar Land, Texas 77478, 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.

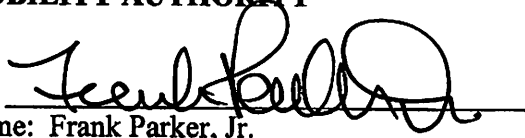
33. **THE GEC'S RESPONSE; COMPLETE AGREEMENT.**

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.

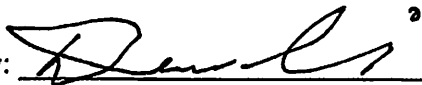
b. **Complete Agreement.** This Agreement sets forth the complete agreement between the parties with respect to the Services and, except as provided for in subparagraph (a) above, expressly supersedes all other agreements (oral or written) with respect thereto.

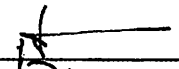
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts hereof as of the effective date first above written.

**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

By: 
Name: Frank Parker, Jr.
Title: Chairman
Date: October 31, 2024

CIVIL SYSTEMS ENGINEERING, INC.

By: 
Name: Deren Li, Ph.D., P.E., BC.WRE
Title: President
Date: 10/31/2024

Attest: 
By: PATRICK YODER
10/31, 2024

APPENDIX A

SCOPE OF CONSULTANT SERVICES

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

1. Project management

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

2. Feasibility studies and evaluation

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

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

3. Project initiation and coordination

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

4. Environmental Compliance

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

5. Right of way acquisition and utilities accommodations

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

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

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

7. Project procurement and contract administration services

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

8. Construction management and inspection services

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

9. Project maintenance

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

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

10. Transportation Programming Services

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

11. Project funding support and compliance with Federal and State funding source requirements

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

APPENDIX B **RATE SCHEDULE**

CIVIL SYSTEMS ENGINEERING, INC.

| Direct Labor | | HOURLY BASE RATES | | | CONTRACT RATES (LOADED) | | |
|-------------------------------|---------------------|---------------------------|------------|------------|------------------------------|------------|------------|
| | | 2023 RATES | 2024-2025 | 2026-2027 | 2023 RATES | 2024-2025 | 2026-2027 |
| Labor/Job Classification | Years of Experience | Rate from TxDOT Portfolio | Year 1 & 2 | Year 3 & 4 | Rate from Previous Portfolio | Year 1 & 2 | Year 3 & 4 |
| Project Manager * | 20+ | \$ 115.00 | \$ 115.00 | \$ 119.03 | \$ 282.23 | \$ 282.23 | \$ 292.10 |
| Deputy Project Manager * | 20+ | \$ 105.00 | \$ 105.00 | \$ 108.68 | \$ 257.69 | \$ 257.69 | \$ 266.70 |
| Quality Manager | 10+ | \$ 79.50 | \$ 82.28 | \$ 85.16 | \$ 195.10 | \$ 201.93 | \$ 209.00 |
| Engineer (Senior) | 15+ | \$ 82.50 | \$ 85.39 | \$ 88.38 | \$ 202.47 | \$ 209.55 | \$ 216.89 |
| Engineer (Project) - Senior | 15+ | \$ 73.00 | \$ 75.56 | \$ 78.20 | \$ 179.15 | \$ 185.42 | \$ 191.91 |
| Engineer (Project) | 10 to 15 | \$ 65.50 | \$ 67.79 | \$ 70.17 | \$ 160.75 | \$ 166.37 | \$ 172.20 |
| Engineer (Design) | 5 to 10 | \$ 52.40 | \$ 54.23 | \$ 56.13 | \$ 128.60 | \$ 133.10 | \$ 137.76 |
| Engineer (Hydraulic) - Senior | 15+ | \$ 82.60 | \$ 85.49 | \$ 88.48 | \$ 202.71 | \$ 209.81 | \$ 217.15 |
| Engineer (Hydraulic) | 5 to 15 | \$ 61.75 | \$ 63.91 | \$ 66.15 | \$ 151.54 | \$ 156.85 | \$ 162.34 |
| Engineer-In-Training II | 2 to 5 | \$ 41.50 | \$ 42.95 | \$ 44.46 | \$ 101.85 | \$ 105.41 | \$ 109.10 |
| Engineer Technician - Senior | 15+ | \$ 48.00 | \$ 49.68 | \$ 51.42 | \$ 117.80 | \$ 121.92 | \$ 126.19 |
| Engineer Technician | 5 to 15 | \$ 38.00 | \$ 39.33 | \$ 40.71 | \$ 93.26 | \$ 96.52 | \$ 99.90 |
| CADD Operator - Senior | 15+ | \$ 43.50 | \$ 45.02 | \$ 46.60 | \$ 106.76 | \$ 110.49 | \$ 114.36 |
| CADD Operator | 5 to 15 | \$ 35.50 | \$ 36.74 | \$ 38.03 | \$ 87.12 | \$ 90.17 | \$ 93.33 |
| Hydrologist - Senior | 15+ | \$ 87.00 | \$ 90.05 | \$ 93.20 | \$ 213.51 | \$ 220.98 | \$ 228.72 |
| Hydrologist | 5 to 15 | \$ 63.00 | \$ 65.21 | \$ 67.49 | \$ 154.61 | \$ 160.02 | \$ 165.62 |
| Administrative/Clerical | | \$ 31.00 | \$ 32.09 | \$ 33.21 | \$ 76.08 | \$ 78.74 | \$ 81.50 |

| | |
|------------------------------|--------|
| OVERHEAD RATE (2024 - TxDOT) | 1.1912 |
| PROFIT (%) | 12% |
| ESCALATION | 3.5 |

* PM & DPM do not have current TxDOT negotiated rates in CSE's portfolio

APPENDIX B - RATE SCHEDULE

Prime: Civil Systems Engineering, Inc.
Subconsultant: B2Z Engineering, LLC

Direct Labor

| Labor/Job Classification | Negotiated Hourly Base Rate | Contract Rate** Years 1 and 2 | Contract Rate** Years 3 and 4 | Contract Rate** Years 5 |
|--------------------------------|-----------------------------|----------------------------------|----------------------------------|----------------------------|
| Project Manager - PS&E ID | \$ 95.00 | \$ 318.37 | \$ 330.00 | \$ 342.00 |
| Support Manager - TPP Planning | \$ 85.00 | \$ 284.86 | \$ 295.00 | \$ 305.00 |
| Quality Manager | \$ 88.00 | \$ 294.91 | \$ 305.00 | \$ 316.00 |
| Deputy Project Manager | \$ 84.00 | \$ 281.51 | \$ 291.00 | \$ 301.00 |
| Technical Advisor - Senior | \$ 83.00 | \$ 278.16 | \$ 288.00 | \$ 298.00 |
| Engineer (Senior) | \$ 82.00 | \$ 274.81 | \$ 284.00 | \$ 294.00 |
| Engineer (Project) | \$ 75.00 | \$ 251.35 | \$ 260.00 | \$ 269.00 |
| Engineer (Design) | \$ 60.00 | \$ 201.08 | \$ 208.00 | \$ 215.00 |
| Engineer (Bridge) | \$ 70.00 | \$ 234.59 | \$ 243.00 | \$ 252.00 |
| Engineer-In-Training II | \$ 45.00 | \$ 150.81 | \$ 156.00 | \$ 161.00 |
| Engineer-In-Training I | \$ 40.00 | \$ 134.05 | \$ 139.00 | \$ 144.00 |
| Engineer Technician - Senior | \$ 50.00 | \$ 167.57 | \$ 173.00 | \$ 179.00 |
| Engineer Technician | \$ 37.00 | \$ 124.00 | \$ 128.00 | \$ 132.00 |
| Engineer Technician - Junior | \$ 32.00 | \$ 107.24 | \$ 111.00 | \$ 115.00 |
| CADD Operator - Senior | \$ 38.00 | \$ 127.35 | \$ 132.00 | \$ 137.00 |
| CADD Operator | \$ 35.00 | \$ 117.30 | \$ 121.00 | \$ 125.00 |
| CADD Operator - Junior | \$ 28.00 | \$ 93.84 | \$ 97.00 | \$ 100.00 |
| Construction Project Engineer | \$ 65.00 | \$ 217.83 | \$ 225.00 | \$ 233.00 |
| Field Engineer (CEI) | \$ 60.00 | \$ 201.08 | \$ 208.00 | \$ 215.00 |
| Construction Superintendent | \$ 58.00 | \$ 194.38 | \$ 201.00 | \$ 208.00 |
| Construction Inspector IV | \$ 54.00 | \$ 180.97 | \$ 187.00 | \$ 194.00 |
| Construction Inspector III | \$ 48.00 | \$ 160.86 | \$ 166.00 | \$ 172.00 |
| Construction Inspector II | \$ 42.00 | \$ 140.75 | \$ 146.00 | \$ 151.00 |
| Construction Inspector I | \$ 35.00 | \$ 117.30 | \$ 121.00 | \$ 125.00 |
| Records Keeper | \$ 45.00 | \$ 150.81 | \$ 156.00 | \$ 161.00 |
| Administrative/Clerical | \$ 32.00 | \$ 107.24 | \$ 111.00 | \$ 115.00 |

| | |
|-------------------------------------|----------|
| Direct labor= | 100% |
| Overhead= | 205% |
| Direct Labor + Overhead= | \$ 3.05 |
| Profit Rate%= | 10% |
| (304.66% X 0.1) | \$ 30.47 |
| Escalation | 3.50% |
| Multiplier = (304.66 + 30.466)/100= | 3.3513 |

Contract Rates include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment.

HOLLAWAY ENVIRONMENTAL AND COMMUNICATIONS SERVICES, INC.

| | | | | Multiplier 2.75 | Profit 0% | OH 175% | | |
|---|------------------------|--------------|---|------------------------|--|--|-----------------------------------|-------|
| Direct Labor | | | Labor Classification to be provided | Hourly Base Rate | Hourly Contract Rate Years 1 & 2 | Hourly Contract Rate Years 3 & 4 | Hourly Contract Rate Year 5 | Notes |
| Labor/Job Classification | Years of Experience | In Portfolio | Choose Yes or No | Final Rate | Office | Office | Office | |
| Support Manager | 10+ | Yes | Yes | \$ 80.00 | \$ 220.00 | \$ 227.70 | \$ 235.67 | |
| Quality Manager | 10+ | Yes | Yes | \$ 50.00 | \$ 137.50 | \$ 142.31 | \$ 147.29 | |
| GIS Analyst | 5 to 15 | Yes | Yes | \$ 38.00 | \$ 104.50 | \$ 108.16 | \$ 111.94 | |
| Graphic Artist - Senior | 15+ | Yes | Yes | \$ 36.50 | \$ 100.38 | \$ 103.89 | \$ 107.53 | |
| Graphic Artist | 5 to 15 | Yes | Yes | \$ 31.25 | \$ 85.94 | \$ 88.95 | \$ 92.06 | |
| Graphic Designer - Senior | 15+ | Yes | Yes | \$ 38.50 | \$ 105.88 | \$ 109.59 | \$ 113.42 | |
| Graphic Designer | 5 to 15 | Yes | Yes | \$ 31.25 | \$ 85.94 | \$ 88.95 | \$ 92.06 | |
| Public Information Specialist | 0 to 5 | Yes | Yes | \$ 28.00 | \$ 77.00 | \$ 79.70 | \$ 82.48 | |
| Public Involvement Officer | 5 to 15 | Yes | Yes | \$ 36.00 | \$ 99.00 | \$ 102.47 | \$ 106.05 | |
| Public Involvement Officer - Junior | 0 to 5 | Yes | Yes | \$ 28.00 | \$ 77.00 | \$ 79.70 | \$ 82.48 | |
| Public Involvement Specialist - Senior | 15+ | Yes | Yes | \$ 40.00 | \$ 110.00 | \$ 113.85 | \$ 117.83 | |
| Public Involvement Specialist | 5 to 15 | Yes | Yes | \$ 36.00 | \$ 99.00 | \$ 102.47 | \$ 106.05 | |
| Public Involvement Specialist - Junior | 0 to 5 | Yes | Yes | \$ 28.00 | \$ 77.00 | \$ 79.70 | \$ 82.48 | |
| Environmental Scientist - Senior | 15+ | Yes | Yes | \$ 46.25 | \$ 127.19 | \$ 131.64 | \$ 136.25 | |
| Environmental Scientist IV | 10 to 15 | Yes | Yes | \$ 40.00 | \$ 110.00 | \$ 113.85 | \$ 117.83 | |
| Environmental Scientist III | 5 to 10 | Yes | Yes | \$ 35.00 | \$ 96.25 | \$ 99.62 | \$ 103.11 | |
| Environmental Scientist I/II | 0 to 5 | Yes | Yes | \$ 30.00 | \$ 82.50 | \$ 85.39 | \$ 88.38 | |
| Environmental Specialist - Senior | 15+ | Yes | Yes | \$ 40.00 | \$ 110.00 | \$ 113.85 | \$ 117.83 | |
| Environmental Specialist | 5 to 15 | Yes | Yes | \$ 35.00 | \$ 96.25 | \$ 99.62 | \$ 103.11 | |
| Environmental Specialist - Junior | 0 to 5 | Yes | Yes | \$ 30.00 | \$ 82.50 | \$ 85.39 | \$ 88.38 | |
| Field Technician (Environmental, Biological, Archeo | 0 to 5 | Yes | Yes | \$ 20.00 | \$ 55.00 | \$ 56.93 | \$ 58.92 | |
| Biologist - Senior | 15+ | Yes | Yes | \$ 46.25 | \$ 127.19 | \$ 131.64 | \$ 136.25 | |
| Biologist IV | 10 to 15 | Yes | Yes | \$ 40.00 | \$ 110.00 | \$ 113.85 | \$ 117.83 | |
| Biologist III | 5 to 10 | Yes | Yes | \$ 35.00 | \$ 96.25 | \$ 99.62 | \$ 103.11 | |
| Biologist I/II | 0 to 5 | Yes | Yes | \$ 30.00 | \$ 82.50 | \$ 85.39 | \$ 88.38 | |
| Administrative/Clerical | | Yes | Yes | \$ 30.00 | \$ 82.50 | \$ 85.39 | \$ 88.38 | |
| Escalation | | | | | | 3.50% | 3.50% | |

Contract loaded rates include labor, overhead, and profit.

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

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

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

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

| PROJECT: CCRMA 2024 GEC Master Contract | | |
|--|----------------|-------------|
| RODS SURVEYING, INC. | | |
| LUMP SUM, UNIT COST AND/OR SPECIFIED RATE PAYMENT BASIS | | |
| Lump Sum, Unit Cost and/or Specified Rate Labor/Staff Classification | Raw Rate | Burden Rate |
| SUPPORT MANAGER | \$ 85.00 | \$ 230.05 |
| SURVEYOR (RPLS) - SENIOR | \$ 68.00 | \$ 184.04 |
| SURVEYOR (RPLS) | \$ 58.00 | \$ 156.98 |
| SURVEYOR (RPLS) - JUNIOR | \$ 50.00 | \$ 135.32 |
| SURVEY FIELD CREW COORDINATOR | \$ 39.50 | \$ 106.91 |
| PROJECT CONTROL SPECIALIST - SENIOR | \$ 51.00 | \$ 138.03 |
| PROJECT CONTROL SPECIALIST | \$ 40.00 | \$ 108.26 |
| CADD OPERATOR - JUNIOR | \$ 20.00 | \$ 54.13 |
| CADD OPERATOR | \$ 36.00 | \$ 97.43 |
| CADD OPERATOR - SENIOR | \$ 45.00 | \$ 121.79 |
| SIT (SURVEYOR IN TRAINING) - SENIOR | \$ 48.00 | \$ 129.91 |
| SURVEY TECH - SENIOR | \$ 43.27 | \$ 117.11 |
| SURVEY TECH | \$ 33.00 | \$ 89.31 |
| ADMIN/CLERICAL | \$ 30.00 | \$ 81.19 |
| ABTRACTOR | \$ 34.00 | \$ 92.02 |
| LIDAR TASK LEAD | \$ 48.00 | \$ 129.91 |
| PROJECT COORDINATOR (HELICOPTER, FIXED WING, MOBILE, UAS, TERRESTRIAL) | \$ 56.00 | \$ 151.56 |
| | | |
| UNIT COST | | |
| 1 MAN FIELD CREW | | \$ 140.00 |
| 2 MAN FIELD CREW | | \$ 195.00 |
| 3 MAN FIELD CREW | | \$ 242.00 |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| Audited Overhead Rate: | 141.65% | |
| Negotiated Profit Rate: | 12.00% | |
| Multiplier | 2.7065 | |

| PROJECT: CCRMA 2024 GEC Master Contract | | |
|--|----------------|-------------|
| RODS Subsurface Utility Engineering, Inc. | | |
| LUMP SUM, UNIT COST AND/OR SPECIFIED RATE PAYMENT BASIS | | |
| Lump Sum, Unit Cost and/or Specified Rate Labor/Staff Classification | Raw Rate | Burden Rate |
| SUPPORT MANAGER | \$ 74.52 | \$ 208.96 |
| ENGINEER - SENIOR | \$ 71.99 | \$ 201.86 |
| PROJECT CONTROLS SPECIALIST - SENIOR | \$ 50.48 | \$ 141.55 |
| PROJECT CONTROLS SPECIALIST | \$ 38.00 | \$ 106.55 |
| ENGINEER - EIT (ENGINEER IN TRAINING) | \$ 44.00 | \$ 123.38 |
| ENGINEER - GRADUATE | \$ 38.00 | \$ 106.55 |
| ENGINEER TECH - SENIOR | \$ 35.00 | \$ 98.14 |
| ENGINEER TECH | \$ 33.00 | \$ 92.53 |
| ENGINEER TECH - JUNIOR | \$ 25.00 | \$ 70.10 |
| ADMIN/CLERICAL | \$ 32.00 | \$ 89.73 |
| CADD TECH - SENIOR | \$ 35.00 | \$ 98.14 |
| CADD TECH | \$ 30.00 | \$ 84.12 |
| CADD TECH - JUNIOR | \$ 25.00 | \$ 70.10 |
| SUE MANAGER | \$ 70.00 | \$ 196.28 |
| SUE FIELD MANAGER | \$ 49.00 | \$ 137.40 |
| UTILITIES COORDINATOR - SENIOR | \$ 69.71 | \$ 195.47 |
| UTILITIES COORDINATOR | \$ 42.00 | \$ 117.77 |
| UTILITIES FIELD INSPECTOR - SENIOR | \$ 49.00 | \$ 137.40 |
| UTILITIES FIELD INSPECTOR | \$ 35.00 | \$ 98.14 |
| ENGINEERING SPECIALIST (UTILITY) - SENIOR | \$ 38.00 | \$ 106.55 |
| | | |
| | | |
| | | |
| UNIT COST | | |
| 1 PERSON FIELD DESIGNATION CREW | | \$ 170.00 |
| 2 PERSON FIELD DESIGNATION CREW | | \$ 235.00 |
| 2 PERSON FIELD EXCAVATION CREW | | \$ 350.00 |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| Audited Overhead Rate: | 150.36% | |
| Negotiated Profit Rate: | 12.00% | |
| Multiplier | 2.8040 | |



APPENDIX B - RATE SCHEDULE

| LABOR CLASSIFICATION | | HOURLY BASE RATE | CONTRACT RATE |
|---------------------------|---------|---------------------|------------------|
| Project Principal | | \$112.86 | \$357.30 |
| Project Manager | | \$99.20 | \$314.06 |
| Quality Manager | | \$91.51 | \$289.71 |
| Sr. Project Engineer | | \$78.03 | \$247.04 |
| Project Engineer | | \$71.61 | \$226.71 |
| Design Engineer | | \$54.38 | \$172.16 |
| Engineer-In-Training | | \$39.48 | \$124.99 |
| Engineering Technician | | \$34.41 | \$108.94 |
| Senior Project Designer | | \$47.35 | \$149.91 |
| Senior CADD Technician | | \$40.03 | \$126.73 |
| CADD Technician | | \$34.32 | \$108.65 |
| Administrative/Clerical | | \$34.00 | \$107.64 |
| Negotiated Overhead Rate: | 182.67% | | |
| Negotiated Profit Rate: | 12.00% | | |
| Multiplier: | 3.1659 | | |

APPENDIX C

KEY PERSONNEL

| KEY PERSONNEL | FIRM |
|----------------------------|--|
| DEREN LI, PHD, PE, BC.WRE | CIVIL SYSTEMS ENGINEERING, INC. |
| JAVIER ZAMORA, PE, CFM | CIVIL SYSTEMS ENGINEERING, INC. |
| KYLE BERTRAND, PE | CIVIL SYSTEMS ENGINEERING, INC. |
| HOMERO GUTIERREZ, PE, RPLS | CIVIL SYSTEMS ENGINEERING, INC. |
| KURT E KILLIAN, PE, CFM | CIVIL SYSTEMS ENGINEERING, INC. |
| MARTHA VIADA, EIT, CFM | CIVIL SYSTEMS ENGINEERING, INC. |
| PATRICK RUMMEL, PE | CIVIL SYSTEMS ENGINEERING, INC. |
| GARRISON DAY, PE | CIVIL SYSTEMS ENGINEERING, INC. |
| ADEBOLA FASHOKUN, PE | CIVIL SYSTEMS ENGINEERING, INC. |
| JAMES HATHORN, PE, CFM | CIVIL SYSTEMS ENGINEERING, INC. |
| DARIN SANDERS, PE | CIVIL SYSTEMS ENGINEERING, INC. |
| RUPERTO ARISMENDEZ, PE | CIVIL SYSTEMS ENGINEERING, INC. |
| ERIC DIETRICH, PE, PTOE | TEDSI INFRASTRUCTURE GROUP, INC. |
| JUAN SANCHEZ, PE | TEDSI INFRASTRUCTURE GROUP, INC. |
| PONCIANO LONGORIA, PE, CFM | TEDSI INFRASTRUCTURE GROUP, INC. |
| MARTHINA MEJIA, PE | TEDSI INFRASTRUCTURE GROUP, INC. |
| ROBERT OBREGON, RPLS | RODS SURVEYING, INC. |
| JUAN RODRIGUEZ, SIT | RODS SURVEYING, INC. |
| JIMMY WALTON, RPLS | RODS SURVEYING, INC. |
| JOHN KENNEY, RPLS | RODS SURVEYING, INC. |
| LANE LEASE, PE | RODS SUBSURFACE UTILITY ENGINEERING, INC. |
| ADRIAN FIGUEROA, EIT | RODS SUBSURFACE UTILITY ENGINEERING, INC. |
| MARK MCCLELLAND, PE | B2Z ENGINEERING, INC. |
| SAUL R MUNOZ, PE | B2Z ENGINEERING, INC. |
| STANLEY RAMOS | B2Z ENGINEERING, INC. |
| OLIVER SALGADO, PE | B2Z ENGINEERING, INC. |
| SAM BLANCO, AICP, PMP | HOLLOWAY ENVIRONMENTAL AND COMMUNICATION SERVICE, INC. |
| CONNOR STOKES, ENV SP | HOLLOWAY ENVIRONMENTAL AND COMMUNICATION SERVICE, INC. |

| OTHER DIRECT EXPENSES | | | |
|---|----------------|---------------------|---------------------|
| SERVICES TO BE PROVIDED | UNIT | FIXED COST | MAXIMUM COST |
| Travel | | | |
| Mileage | mile | Current State Rate | |
| Lodging/Hotel - Taxes and Fees | day/person | | \$45.00 |
| Lodging/Hotel (Taxes/fees not included) | day/person | | Current State Rate |
| Meals (Excluding alcohol & tips) (Overnight stay required) | day/person | | Current State Rate |
| Air Travel - In State - 2+ Wks Notice (Coach) | Rd Trip/person | | \$530.00 |
| Air Travel - In State - Short Notice (Coach) | Rd Trip/person | | \$950.00 |
| Air Travel - Out of State - 2+ Wks Notice (Coach) | Rd Trip/person | | \$1,000.00 |
| Air Travel - Out of State - Short Notice (Coach) | Rd Trip/person | | \$1,500.00 |
| Oversize, special handling or extra baggage airline fees | each | | \$100.00 |
| Parking | day | | \$30.00 |
| Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed) | day | | \$100.00 |
| Rental Car Fuel | gallon | | \$5.00 |
| Taxi/Cab fare (Includes Rideshare) | each/person | | \$40.00 |
| Bus Travel over 100 miles | Rd Trip/person | | \$350.00 |
| Toll Charges | day | | \$50.00 |
| SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed) | day | | \$185.00 |
| Administrative | | | |
| CDs | each | \$2.00 | |
| USB Flashdrive (up to 32 GB) | each | \$10.00 | |
| External Hard Drive | each | \$150.00 | |
| Standard Postage | letter | Current Postal Rate | |
| Cardstock Color (8 1/2" x 11") | each | \$1.00 | |
| Photocopies B/W (11" X 17") | each | \$0.25 | |
| Photocopies B/W (8 1/2" X 11") | each | \$0.15 | |
| Photocopies Color (11" X 17") | each | \$1.25 | |
| Photocopies Color (8 1/2" X 11") | each | \$1.00 | |
| Plots (B/W on Bond) | per sq. ft. | \$1.00 | |
| Plots (Color on Bond) | per sq. ft. | \$1.75 | |
| Plots (Color on Photographic Paper) | per sq. ft. | \$5.00 | |
| Report Binding and tabbing | each | \$10.00 | |
| Certified Letter Return Receipt | each | | Current Postal Rate |
| Overnight Mail - letter size | each | | Current Postal Rate |
| Overnight Mail - oversized box | each | | \$100.00 |
| Materials and Shipping | per package | | \$100.00 |
| Courier Services | each | | \$45.00 |
| 4" X 6" Digital Color Print | picture | | \$0.50 |
| Brochure Printing | each | | \$3.00 |
| Report Printing | each | | \$80.00 |
| Flyer Printing (various sizes BW or color) | each | | \$1.00 |
| Postcard Printing | each | | \$0.75 |
| Digital Ortho Plotting | sheet | | \$3.00 |
| Notebooks | each | | \$10.00 |
| Color Graphics on Foam Board | square foot | | \$20.00 |
| Presentation Boards 30" X 40" Color Mounted | each | | \$100.00 |
| Presentation Boards 48" X 60" Color Mounted | each | | \$175.00 |
| Construction | | | |
| DMI - Digital Measuring Instrument | each | \$200.00 | |
| Nuclear Density Gauge Equipment Charge | day | \$75.00 | |
| Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (4 hours or less) | 4 hours | \$70.00 | |
| Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (More than 1 week, up to 1 month) | month | | \$1,200.00 |
| Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (5 or less days) | day | | \$125.00 |
| Construction Truck 4x4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed) (More than 1 week, up to 1 month) | month | | \$1,450.00 |
| Construction Truck 4X4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed) (5 or less days) | day | | \$125.00 |
| Office Trailer Rental | each | | \$750.00 |

| OTHER DIRECT EXPENSES | | | |
|---|-----------------|------------|--------------|
| SERVICES TO BE PROVIDED | UNIT | FIXED COST | MAXIMUM COST |
| Safety Harness and lanyards | each | | \$400.00 |
| Monthly Housing - This rate shall be used when an Apartment, House, or RV is rented. (Includes Apartment/House Rental or Rental of Lot at RV Park, Travel Trailer Expense, Utilities, & Taxes). The only receipt necessary for the reimbursement of this rate is for the Apartment, House, or RV Rental or Lot Rental. ONLY full-time staff who are in the field may use this rate. Use of this rate shall be substantiated by timesheets submitted for the full time personnel in the field. TxDOT does not reimburse personal or company owned RV or residence. | each/month | | \$4,000.00 |
| PPE (Protective Equipment) | each | | \$250.00 |
| Geotechnical / Materials | | | |
| Hot Mix Asphalt Testing Equipment Monthly Rental - Required equipment must meet or exceed applicable TxDOT specifications. Required equipment includes (1 ea) ignition oven, (1 ea) scales, (1 ea) 8" shaker, (1 set) 8" sieves, (1 ea) splitter, (1 ea) hot ovens, (1 ea) vibrating table and bucket, (1 ea) vacuum pump, and (1 ea) Texas Gyrotory Press. All component parts, consumables, and required maintenance are considered subsidiary to this item. | month | \$750.00 | |
| HMAC Testing Equipment Mobilizations < 150 Miles | each project | \$1,000.00 | |
| HMAC Testing Equipment Mobilizations > 150 Miles | per mile | \$7.00 | |
| Mobilization and Demobilization of Non Destructive Deflection Testing (Trips within 100 miles from office to site) | each | \$500.00 | |
| Mobilization and Demobilization of Non Destructive Deflection Testing (Trips over 100 miles from office to site) | mile | \$5.00 | |
| Mobilization of ATV Buggy / Track Drilling Equipment less 100 mile | each | \$1,800.00 | |
| Mobilization of ATV Buggy / Track Drilling Equipment more than 100 mile | mile | \$18.00 | |
| ATV Surcharge (for rig installed on ATV) | LF | \$5.00 | |
| Stand By of Drilling Equipment | hour | \$350.00 | |
| Mobilization and Demobilization of Drilling Rig (Trips within 100 miles from office to site) | trip | \$600.00 | |
| Mobilization and Demobilization of Drilling Rig (Trips over 100 miles from office to site) | mile | \$6.00 | |
| Mobilization of coring equipment used to drill flexible and rigid pavement (2-man crew minimum, Labor paid separately)(less than 100 miles from office to site) | trip | \$600.00 | |
| Mobilization of coring equipment used to drill flexible and rigid pavement (2-man crew minimum, Labor paid separately)(over 100 miles from office to site) | mile | \$6.00 | |
| Shelby Tubes Transportation Box | per box | | \$175.00 |
| Field Laboratory | | | |
| Mobilization/Demobilization Laboratory (includes transportation, utility set-up, does not include labor) | each | | \$2,160.00 |
| Field Laboratory Equipment Rental | month | | \$5,000.00 |
| AASHTO Accreditation Hot Mix Laboratory | each | | \$8,000.00 |
| AASHTO Accreditation Soil Laboratory | each | | \$8,000.00 |
| AASHTO Accreditation Aggregates Laboratory | each | | \$6,500.00 |
| Cement & Concrete Reference Lab (CCRL) Accreditation | each | | \$12,000.00 |
| Equipment Calibration | each | | \$2,500.00 |
| Planning / Environmental | | | |
| Noise Meter Rental Unit - includes noise meter, camera, tripods, calibrator | per project | \$500.00 | |
| Noise Meter Rental Unit - includes noise meter, camera, tripods, calibrator | per alternative | \$300.00 | |
| 3rd Party Data | each package | | \$30,000.00 |
| 3rd Party Traffic Data Subscription - Advanced (50 zones) | each package | | \$15,000.00 |
| 3rd Party Traffic Data Subscription - Multimode (50 zones) | each package | | \$25,000.00 |
| 3rd Party Traffic Data Subscription (50 zones) | each package | | \$10,000.00 |
| Aerial Photographs (1" = 500' scale) | each | | \$125.00 |
| Curator (Drawer & TX Archaeological Research Lab for artifacts & report) | each | | \$4,000.00 |
| TARL Curation Fee | site | | \$5,000.00 |
| Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.) | day | | \$35.00 |
| FEMA FIS (Manual) | each | | \$50.00 |
| FEMA FIS Backup Data Request | each | | \$500.00 |
| FEMA Map Revision Submittal (CLOMR/LOMR) (Submittal Fee Only) | each | | \$10,000.00 |
| FEMA Model/Floodplain Hardcopy | each | | \$500.00 |
| Historical Aerial Images | unit | | \$250.00 |
| Map/Plat Records | sheet | | \$7.50 |
| Title Report | each | | \$800.00 |
| Permits | each | | \$1,000.00 |
| Soil Disposal Fee | each | | \$250.00 |

| OTHER DIRECT EXPENSES | | | |
|--|-----------------|------------|--------------|
| SERVICES TO BE PROVIDED | UNIT | FIXED COST | MAXIMUM COST |
| Public Involvement | | | |
| Court Reporter | page | | \$20.00 |
| Court Reporter (Public Meetings, Hearings & Transcription) | day | | \$1,000.00 |
| Custodian for Public Involvement | hour | | \$60.00 |
| Newspaper Advertisement - Community Newspaper | per publication | | \$3,000.00 |
| Newspaper Advertisement - Urban Newspaper | per publication | | \$11,500.00 |
| Public Involvement Facility Rental | 8 hours | | \$3,500.00 |
| Public Involvement Facility Rental | 4 hours | | \$1,000.00 |
| Public Involvement Facility Rental | hour | | \$400.00 |
| Public Involvement Meeting Supplies | per meeting | | \$200.00 |
| Public Notices - Mass Mailing (500 pieces) | per mailing | | \$800.00 |
| Public Notices - Mass Mailing/with Self Addressed Return Envelope (500 pieces) | per mailing | | \$1,100.00 |
| Signage/Displays | each | | \$5,000.00 |
| Audio - Equipment Rental | each | | \$500.00 |
| Audio - Visual Equipment Rental | event | | \$600.00 |
| Sound Technician for Public Involvement | event | | \$450.00 |
| Professional Narrator | event | | \$750.00 |
| Professional Narrator | hour | | \$150.00 |
| Translator (English to Spanish, other language as appropriate, or Sign Language) | event | | \$600.00 |
| Translator (English to Spanish, other language as appropriate, or Sign Language) | hour | | \$150.00 |
| Interpretative Services - Includes International coordination with entities outside of the U.S. (prior TxDOT District approval required) | month | | \$10,000.00 |
| Surveying / ROW | | | |
| Mobilization for LiDAR Mobile mapping System (travel to project) (includes vehicle) | per mile | \$10.00 | |
| Fixed Wing Airborne Aerial Imagery/LiDAR - Project Flight Miles (to/from local airport and on-project flight miles) | per mile | \$65.00 | |
| RTK Base Radio | hour | \$30.00 | |
| GPS Receiver Rate | hour | \$30.00 | |
| Helicopter Equipment Aerial Imagery/LiDAR - Project Flight Miles (to/from local airport and on-project flight miles) | per mile | \$65.00 | |
| Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use) (scanner owned by provider) | hour | \$125.00 | |
| Type II ROW/Control Monument - Excavated/Drilled, rocks, rocky soil. 2-4 inch depth (includes equipment, materials, & rentals). Marker supplied by TxDOT | each | \$100.00 | |
| Type II ROW/Control Monument - Poured 2-3 Feet (includes equipment, materials, & rentals). Marker supplied by TxDOT | each | \$300.00 | |
| Terrestrial Photogrammetry Camera | hour | \$125.00 | |
| Airborne GPS/IMU Data collection/Processing | per project | | \$2,500.00 |
| Datum Point Rod Setting (3/4 inch aluminum rod driven to refusal, TxDOT Survey Manual Fig. C-7) | each | | \$375.00 |
| Fathometer | day | | \$90.00 |
| Ground Target (includes paint and panel material) | each | | \$30.00 |
| Hydrographic Sonar Equipment | day | | \$500.00 |
| Photo Lab Service - Black and White Processing (film, development, scanning) | per frame | | \$20.00 |
| Photo Lab Service - Color Infrared Processing (film, development, scanning) | per frame | | \$28.00 |
| Photo Lab Service - Color Processing (film, development, scanning) | per frame | | \$30.00 |
| Photo Lab Service - Digital image processing | per frame | | \$28.00 |
| Photo Lab Service - Enlargements, Lamination, Mounting | per sq. ft. | | \$8.00 |
| Portable LiDAR System (Back Pack Mounted) | day | | \$1,750.00 |
| Certified Deed Copies | sheet | | \$2.65 |
| Deed Copies | sheet | | \$2.00 |
| Reprographics | per sq. ft. | | \$5.00 |
| T-Posts (Materials only) | each | | \$5.00 |
| Delineator Posts (Materials only) | each | | \$25.00 |
| Terrestrial Laser Scanner (rental rates applied to actual time scanner unit is in use) | hour | | \$120.00 |
| Mobilization for Aerial Imagery/LiDAR Fixed Wing Aircraft (Includes aircraft, pilot, sensor/LiDAR operator, fuel and transportation cost) | per project | | \$25,000.00 |
| Mobilization for Helicopter Aerial Imagery/LiDAR (Includes helicopter, pilot, sensor/LiDAR operator, fuel and transportation cost) | per project | | \$25,000.00 |
| Mobilization for Unmanned Aerial System (travel to project) (includes vehicle) | per project | | \$7,500.00 |

| OTHER DIRECT EXPENSES | | | |
|--|------------|------------|--------------|
| SERVICES TO BE PROVIDED | UNIT | FIXED COST | MAXIMUM COST |
| Utility Engineering | | | |
| Ground Penetrating Radar (equipment only)(GPR owned by provider) | day | \$250.00 | |
| Push Camera Mapping (Equipment)(owned by provider) | per day | \$300.00 | |
| Ground Penetrating Radar (equipment only) | day | | \$200.00 |
| Push Camera Mapping (Equipment) | per day | | \$350.00 |
| Hydro-vacuum Excavation (equipment, materials, and labor) | hour | | \$450.00 |
| Traffic Control | | | |
| Portable Message Board | day | | \$500.00 |
| Flashing Arrow Board | day | | \$600.00 |
| Law Enforcement/Uniform Officer (including vehicle) | hour | | \$150.00 |
| Attenuator trucks - (Lane/Shoulder Closure) (Includes labor, equipment and fuel) | day | | \$1,600.00 |
| Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel) | day | | \$1,000.00 |
| Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel) | day | | \$5,150.00 |
| Miscellaneous | | | |
| Backfill (off-site purchase) | CY | \$200.00 | |
| Dashboard Mounted Video Camera System | per system | | \$250.00 |
| Light Tower | day | | \$350.00 |
| Steel Plate Rental | per day | | \$50.00 |
| Air Card / Hot Spot | each/month | | \$35.00 |
| Boat with Motor | day | | \$400.00 |
| Backhoe Rental | day | | \$1,500.00 |
| Bulldozer Rental | day | | \$3,000.00 |
| Site Clearance | day | | \$2,500.00 |
| Railroad - Insurance in addition to STD Minimum Required (Minimum Coverage of \$1 Million required by RR) | each | | \$2,500.00 |
| Railroad - Permit | each | | \$4,500.00 |
| Railroad - Safety Training (If required - Heavy Rail Safety Training Certificate, includes Classroom training and employee certification card.) | per person | | \$525.00 |
| Railroad - Value Maps | per sheet | | \$75.00 |
| Railroad Flagger (Service provided by RR) | per day | | \$1,600.00 |
| Railroad Research (Provided by the Railroad) | per page | | \$15.00 |
| Rental Equipment - Gasoline Powered Auger | day | | \$100.00 |
| Profit not allowed on Other Direct Expenses. | | | |
| <p>For Cost Plus Fixed Fee, Specified Rate, and Unit Cost - Fixed cost items to be billed at the fixed cost rate. Documentation, such as a usage log, must be maintained for audit purposes, and may be required to be submitted as a basis for reimbursement. For items with a maximum cost, actual cost to be billed not to exceed the maximum shown. Expenses shown at a Current State Rate are billed at the rates that are in effect at the time that the expense is incurred. Itemized receipts must be maintained for audit purposes, and may be required to be submitted as a basis for reimbursement.</p> <p>For Lump Sum - Documentation is not required. Invoicing is paid according to the Table of Deliverables, and it includes labor, unit costs and other direct expenses.</p> <p>NOTE: For Cost Plus Fixed Fee, Specified Rate, and Unit Cost - Miscellaneous other direct expenses up to \$150 per unit will be reimbursed at cost if approved and documented in advance by the State's Project Manager. Miscellaneous other direct expenses greater than \$150 per unit will not be reimbursed unless a supplemental agreement to the contract and work authorization (if WAs are used) has been executed in advance, authorizing the miscellaneous other direct expenses. No more than \$5,000 in miscellaneous other direct expenses may be approved by the State's Project Manager over the life of this contract including prime provider and subproviders. For Lump Sum - This statement does not apply.</p> <p>NOTE: For Construction Truck and Construction Truck (4x4) - Provider owned vehicles that are included and listed as part of the inventory for calculation of the overhead (or indirect cost) rates will not be reimbursed as a direct cost.</p> | | | |

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 October 31, 2024 (the “Agreement”), between the Cameron County Regional Mobility Authority (“Authority”) and Civil Systems Engineering, Inc. (“GEC”). This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement:

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

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

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

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

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

Section B. - Schedule

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

Section C. - Compensation

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

C.2. The Authority shall pay the GEC under the following acceptable payment method [select one or more]: (i) lump sum, (ii) cost plus 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: Civil Systems Engineering, Inc.

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

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

APPENDIX E

RFQ AND RFP RESPONSE

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

**2-Q CONSIDERATION AND AUTHORIZATION TO UTILIZE
JOB ORDER CONTRACT VIA CHOICE PARTNERS WITH
A&I CUSTOM MANUFACTURING FOR WALL
RENOVATION TO THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY TOLL OPERATIONS BUILDING.**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

JOB ORDER CONTRACTING AGREEMENT TOLLS OPERATIONS BUILDING WALL RENOVATION

This Contract between the Cameron County Regional Mobility Authority (the "Authority") and General Contractor (the "Contractor") is hereby entered into and agreed to as of the 31st day of October 2024, (the "Effective Date") and the parties agree to certain terms and conditions, as follows (the "Contract"):

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 **Contractor.** Any reference herein to the "Contractor" shall be interpreted to mean the same as A&I Custom Manufacturing, 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 and Contractor's proposal and estimate attached as Exhibit A. 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.
- 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 and is not disqualified to perform the Work pursuant to Authority policies and Texas law.
- 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.

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 sixty (60) calendar days after the Commencement Date, or such other date as may by Change Order be designated (the "Scheduled Completion Date"). The number of working days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time."

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).

4.0 Contract Price.

4.1 The total not-to-exceed (NTE) value of the Contract is the amount of **FIVE THOUSAND FOUR HUNDRED FIFTY AND 00/100 DOLLARS (\$5,450.00)** to be paid in accordance with the provisions herein. The Contractor exceeds the NTE amount at its own risk and nothing in this Contract shall constitute a promise or representation by the Authority that the Authority will pay any amount in excess of the NTE amount. The Authority reserves the right to amend this amount (increase/decrease) at any time during the Contract when the Authority determines, in its sole and absolute discretion, that doing so is in its best interests.

5.0 Work.

5.1 The Contractor shall perform all Work necessary to complete the Project in accordance with the Contract Documents.

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 Work 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 and construction of the Project;
- 5.2.3 The furnishing of all required bonds and insurance as required by the Contract;
- 5.2.4 The furnishing of all warranties required by the Contract; and,
- 5.2.5 The furnishing of all other services and things required or reasonably inferable from the Contract Documents

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.
- 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 Billing Method.

- 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 in accordance with section 10.1 herein.
- 7.2** 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.
- 7.3** The Contractor waives any rights under the Prompt Payment Act or other law until the foregoing requirements are fulfilled as determined by the Authority in its sole and absolute discretion.
- 7.4** At a minimum, the payment application shall detail the following information:
 - 7.4.1.1** Unique payment application number
 - 7.4.1.2** Contractor's name, address, and telephone number
 - 7.4.1.3** Date of payment application and/or billing period
 - 7.4.1.4** Applicable Contract No.
 - 7.4.1.5** Applicable Purchase Order No.
 - 7.4.1.6** Brief description of services 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)
 - 7.4.1.7** Supporting documentation for the payment application
 - 7.4.1.8** Total dollar amount being currently billed
- 7.5** The Authority reserves the right to issue payments for payment applications 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.

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 shall conduct a project status meeting every 2 weeks on-site during the course of construction. At the meeting, Contractor will provide to the Authority and Architect an agenda for discussion outlining overall project status, safety related issues, progress schedules, 2 week look-ahead schedule, and other pertinent information relevant to the project.

8.3 The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the Contract Documents. For the purposes of the Contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within the Contract and, as proposed by the Contractor within its bid or as provided by the Contractor during the Contractor's normal conduct of business.

8.4 Compliance with Federal and State Laws. All work performed by the Contractor, pursuant to the Contract, shall be done in accordance with all applicable Federal, State and local laws, regulations, codes, and ordinances.

8.5 Insurance Requirements.

8.5.1 Indemnity. The indemnity requirements are detailed within section 11.16 herein.

8.5.2 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:

8.5.2.1 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 (combined single limit of not less than \$1,000,000.00 for bodily injury and property damage). 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.

8.5.2.2 Business Automobile Liability Insurance. Such coverage shall be a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage.

8.5.2.3 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.

8.5.2.4 INTENTIONALLY DELETED.

- 8.5.2.5 All Risk Builder's Risk Insurance.** Such coverage shall be for 100% of the Contract Price.
- 8.5.2.6** 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.
- 8.5.2.7 Certificates/Endorsements.** The Contractor shall provide to the Authority with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Such certificates shall indicate that policies will not be reduced or canceled without thirty days prior notice to Owner. The required insurance must be written by a company licensed to do business in the State of Texas at the time the policy is issued. The insurance company shall be acceptable to the Owner and said insurance companies must have a rating in the current Best's of at least "A". Failure to maintain the above-referenced 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 Contracting Officer.
- 8.6 Licensing.** The Contractor shall also provide to the Authority a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of the Contract shall constitute a material breach thereof.
- 8.7 Confidentiality.** The Contractor, in connection with performing its services hereunder, will have access to or may be provided certain confidential information concerning the Authority and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Authority or any other information which a reasonable person could conclude that should remain confidential (collectively "Confidential Information"), will not be disclosed to any party and without limitation, any employee of the Authority or any client or potential client of the Authority at any time, except for the Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Authority. The Authority will have the right to enforce the Contract by specific performance, as well as hold the Contractor liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The

Contractor agrees that he has received valuable consideration for the entering into of the Contract and agrees to be bound all of its terms and conditions. The Contract will be binding on the Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.

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, in the Authority's sole and absolute discretion, 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 and/or invoices submitted to the Authority by the Contractor pursuant to the Contract shall be in writing and delivered to the attention of the following person representing the Authority:

Cameron County Regional Mobility Authority
Attention: Pete Sepulveda, Jr.
Executive Director
3461 Carmen Avenue
Rancho Viejo, Texas 78575
Email: psepulveda@ccrma.org

- 10.2 All notices submitted to the Contractor pursuant to the Contract shall be in writing and delivered to the attention of:

A&I Custom Manufacturing, LLC

Attention: Ismael Herrera

4337 Martinal Rd.

Brownsville, TX 78526

Email: Ismael.ai@hotmail.com

11.0 Additional Considerations.

- 11.1 **Termination by Authority for Convenience.** Authority may, at any time, terminate the Contract for Authority's convenience and without cause. Upon receipt of notice from Authority of such termination for Authority's convenience, Contractor shall (1) cease operations as directed by Authority in the notice; (2) take actions necessary, or that Authority may direct, for the protection and preservation of the Work; and (3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In the event of such termination for Authority's convenience, the Owner shall pay the Contractor for Work properly executed up to the date of termination.

- 11.2 **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.

- 11.3 **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.

- 11.4 **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.

- 11.5 **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:

11.5.1 Funding is not available;

11.5.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

11.5.3 The Authority's requirements in good faith change after award of the Contract.

- 11.6 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.
- 11.7 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.
- 11.8 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.
- 11.9 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.
- 11.10 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.
- 11.11 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.

11.12 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.

11.13 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.

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

11.15 Limitation of Liability. IN NO EVENT SHALL THE AUTHORITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. FURTHER, NOTHING IN THIS CONTRACT SHALL BE CONSIDERED A WAIVER OF AUTHORITY'S GOVERNMENTAL IMMUNITY.

11.16 Indemnification.

11.16.1 THE CONTRACTOR RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS DIRECTORS, 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.

11.16.2 In 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.

11.16.3 Any money due to the Contractor under and by virtue of the Contract, which the Authority believes must be withheld from the Contractor to protect the Authority, may be retained by the Authority so long as it is reasonably necessary to ensure the Authority's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Authority provided, however, the Contractor's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the Authority from any potential claims.

11.16.4 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.

11.16.5 THE CONTRACTOR RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS DIRECTORS, 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.

11.17 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.

11.18 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.

AUTHORITY; AND (2) THE AUTHORITY RETAINS ITS GOVERNMENTAL IMMUNITY IN ALL RESPECTS UNDER THIS CONTRACT AND ANY PASS-THRU AGREEMENTS OR SIMILAR AGREEMENTS AS NO PROVISION IN THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE AUTHORITY OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE AUTHORITY MAY HAVE BY OPERATION OF LAW.

- 11.20 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.
- 11.21 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 final acceptance of the work. The Contractor further represents and guarantees to the Authority that all right, title, and interest in warranties for the materials provided as part of the Work shall be held by the Authority and the term of such warranties shall be in accordance with what is considered commercially reasonable.
- 11.22 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.
- 11.23 INTENTIONALLY DELETED.**
- 11.24 Americans with Disabilities Act.** The Contractor represents and warrants its compliance with the requirements of the Americans with Disabilities act (ADA) and its implementing regulations, as each may be amended.
- 11.25 Survival.** Expiration or termination of the Contract for any reason does not release the Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.
- 11.26 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 11.16, AND**

(Signature Page to Follow)

CONTRACTOR

A&I Custom Manufacturing, LLC

By: 
Ismael Herrera, Managing Member

Date: 11-5-2024

AUTHORITY

Cameron County Regional Mobility Authority

By: 
Frank Parker, Jr., Chairman

Date: 10/31/2024

2-R CONSIDERATION AND ACTION TO APPROVE AN ORDER AUTHORIZING CAMERON COUNTY REGIONAL MOBILITY AUTHORITY TO CONTRACT WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES TO PROVIDE INFORMATION TO THE TX DMV NECESSARY TO CARRY OUT “FLAGGING” OF VEHICLE REGISTRATION RECORDS IF A FINE, FEE, OR TAX IS PAST DUE, OR IF A FAILURE TO APPEAR IS PENDING PURSUANT TO TEXAS TRANSPORTATION CODE, SECTION 502.010; AND AUTHORIZING CAMERON COUNTY REGIONAL MOBILITY AUTHORITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE TX DMV MORE SPECIFICALLY DESCRIBED AS THE “SCOFFLAW SERVICES CONTRACT FOR MAKING TEXAS MOTOR VEHICLE REGISTRATION RECORDS” RELATING TO THE COLLECTION OF OUTSTANDING MONIES OWED TO CAMERON COUNTY REGIONAL MOBILITY AUTHORITY; AND AUTHORIZE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY TO SUBMIT LETTER TO THE TX DMV AUTHORIZING LINEBARGER GOGGAN BLAIR & SAMPSON, LLP TO SUBMIT FILES TO THE TX DMV ON BEHALF OF CAMERON COUNTY REGIONAL MOBILITY AUTHORITY.

THE STATE OF TEXAS
COUNTY OF CAMERON

§
§
§

ORDER NO. 103124

**ORDER PERTAINING TO THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY'S SCOFFLAW PROGRAM**

WHEREAS, Texas Transportation Code, Section 502.011 permits the county assessor-collector to refuse to register or renew the registration of a motor vehicle if it receives written notice from a toll project entity that the owner of the vehicle:

(1) Has been finally determined to be a habitual violator under Subchapter C, Chapter 372.

WHEREAS, Transportation Code, Section 372.111, authorizes a toll project authority after a final determination that the registered owner of a motor vehicle is a habitual violator to report the determination to a county assessor-collector or the Texas Department of Motor Vehicles in order to cause the denial of vehicle registration as provided by Section 502.011.

NOW THEREFORE, IT IS HEREBY ORDERED that Cameron County Regional Mobility Authority is hereby authorized to enter into an interlocal government agreement with the Texas Department of Motor Vehicles, more specifically described as the "Scofflaw Services Contract for Marking Texas Motor Vehicle Registration Records," relating to the collection of monies owed to the Cameron County Regional Mobility Authority.

The Order shall be and become effective immediately upon and after its adoption and approval.

APPROVED AND ADOPTED this 31st of October, 2024 by the Board of Directors of the Cameron County Regional Mobility Authority.

Cameron County Regional Mobility Authority



Frank Parker, Jr.,
Chairman of Board of Directors

ATTESTED BY:



Arturo Nelson, Secretary

STATE OF TEXAS

§

§

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Motor Vehicles (TxDMV)
Cameron County Regional Mobility Authority (Local Government)

II. PURPOSE: Scofflaw Services contract for marking Texas Motor Vehicle Registration Records.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDMV will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: Contract payment shall conform to the provisions of **Attachment B**, Budget.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates five years from the date this contract is executed by the state, or when otherwise terminated as provided in **Attachment C**, Article 5 of this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

TxDmv further certifies that it has the authority to perform the services by authority granted in Sections 372.111 and 502.011 of the Texas Transportation Code.

The governing body, by resolution or ordinance, dated 10/31/2024, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance, **Attachment E**, Contact Information, **Attachment F**, Account Information and **Attachment G**, CCRMA Scofflaw Input File Requirements.


Cameron County Regional Mobility Authority (Name of Local Government)

By:  Date: 10/31/2024
AUTHORIZED SIGNATURE

Frank Parker, Jr. Chairman
TYPED OR PRINTED NAME TITLE

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved by the Texas Department of Motor Vehicles Board for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Department of Motor Vehicles Board.

By:  Date: 03/07/2025
AUTHORIZED SIGNATURE

Annette Quintero Director, Vehicle Titles and Registration
TYPED OR PRINTED NAME TITLE

ATTACHMENT A
Scope of Services

TxDMV will:

1. Place “flags” on vehicle records based on submission data received from Local Government containing “flag” request codes.

A flagged record will cause:

A. A “scofflaw” remark will be displayed on inquiry devices as part of the vehicle record when an inquiry is made on a “flagged” record.

B. The Registration renewal notices to be printed with a “scofflaw” remark so the Local Government may deny registration.
2. Remove “flags” from vehicle records based on submission data received from Local Government “clear” request codes.
3. Provide a report to Local Government showing successful “flag” and “clear” counts and errors after completion of the computer run.
4. Return to Local Government bad or corrupted data with no further action by TxDMV.

Local Government shall:

1. Provide CD-ROMs or e-mail attachments in accordance to TxDMV specifications (see attachment G), to TxDMV, for computer runs for flagging of vehicle records (“flag”) and removal of flags (“clear”). CD-ROMs shall be labeled externally with the type of run to be made (“flag” and/or “clear”) and the number of logical records.
2. Provide information contained on CD-ROMs or e-mail attachments with the county number, vehicle identification number (VIN), registration plate number, and “flag” or “clear” code.
3. Submit CD-ROMs or e-mail attachments to TxDMV from a single source within the Local Government, as approved by the commissioner’s court.
4. Understand that submission of CD-ROMs or e-mail attachments to TxDMV constitutes a certification that the Local Government has notified owners of vehicles whose records appear on the CD-ROMs or e-mail attachments that past due fines, fees, or taxes are owed to the Local Government.
5. Submit an application to establish the method of payment (see Attachment F), and establish an account prior to submitting requests for flagging of vehicle records.
6. Comply to and in accordance with Texas Transportation Code Title 7, Subtitle A, Chapter 501, Section 501.147, in which the Local Government shall honor the vehicle transfer notice. If a date exists in the “vehsolddate” (Vehicle Sold Date) field, a transfer notice has been submitted; therefore the registered owner on this record is no longer subject to civil and criminal liability on and after the vehicle sold date.

ATTACHMENT B

Budget

Fees for file submission and transactions shall be submitted to TxDMV in accordance with 43 TAC Chapter 207.

Payments should be made to the following address:

Texas Department of Motor Vehicles
Administrative Services Division
PO Box 5020
Austin, TX 78763-5020

A. If the Local Government chooses to submit their input file via CD-ROM, the attached "Account Information" form must be completed. The applicable payment shall be made each time a request to place or remove "flags" from motor vehicle records are submitted to TxDMV ("Pay Upon Request Account").

B. As an alternative, if the Local Government chooses to send their input file as an e-mail attachment, the attached "Account Information" form must be completed. The Local Government shall establish a non-interest bearing escrow account ("Prepaid Account") with TxDMV. Upon agreement between the Local Government, TxDMV and payment of applicable fees, as described below, TxDMV will establish an account in the name of the Local Government. Charges shall be deducted from the escrow account until the balance of that account reaches the minimum required balance for the Local Government, as determined by TxDMV and provided herein.

A deposit of at least \$500.00 must be maintained in a non-interest bearing escrow account. This initial deposit is to cover estimated service use. The escrow account shall be established with TxDMV prior to placing or removing "flags" from motor vehicle records for the Local Government. Payment of the deposit shall be made by check or warrant, payable to the "Texas Department of Motor Vehicles" and is due upon execution of this contract. The \$500.00 minimum balance to be maintained in the escrow account may increase depending on established monthly usage by the Local Government. When it becomes necessary to increase the Local Government's escrow account minimum balance, as determined by TxDMV, the Local Government agrees to pay the sum in increments of \$500.00. This additional funding is payable within fifteen (15) days from receipt of notification from TxDMV.

TxDMV will provide a statement to the Local Government which indicates the remaining balance in the Local Government's escrow account.

If the balance in the non-interest bearing escrow account falls below the \$500.00 minimum balance, TxDMV may suspend placing or removing "flags" from motor vehicle records for the Local Government until such time as a deposit is made by the Local Government, in an amount sufficient to increase the balance in the escrow account to the \$500.00 minimum balance.

ATTACHMENT C
General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDMV will be responsible for the settlement of all contractual and administrative issues.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDMV under this contract shall be owned by TxDMV.

Article 5. Termination

This contract may be terminated by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDMV under this contract may not make any offer of benefits, gifts, or favors to employees of TxDMV.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

ATTACHMENT D

Resolution or Ordinance

On the 31st day of October, 2024, the Board of Directors of the Cameron County Regional Mobility Authority passed Order No. 103124, hereinafter identified by reference, authorizing the CCRMA's participation in the Program.

ATTACHMENT E

Contact Information

Technical assistance regarding the placing and removing of “flags” from motor vehicle records or information regarding payments for your account may be obtained by contacting the Administrative Services Division, Technology Support Branch, at (512) 465-7590 or (512) 465-7950 (Monday through Friday 8:00 AM - 5:00 PM).

ATTACHMENT G

CCRMA SCOFFLAW INPUT FILE REQUIREMENTS

There are two processes available within the RTS CCRMA SCOFFLAW processing program. The available processes are:

“F” – Flag (set CCRMA SCOFFLAW data) “C” – Clear
(lift CCRMA SCOFFLAW data)

The following input file format is required for both of the above two processes.

| INPUT: | | | |
|---------------|-----------------|----------------|--|
| OFCISSUANCENO | 3 bytes | Position 1– 3 | /*CCRMA Number |
| VIN | 22 bytes | Position 4–25 | /*Vehicle Identification Number |
| PLTNO | 7 bytes | Position 26–32 | /*License Plate Number |
| DOCNO | 17 bytes | Position 33–49 | /*Title Document Number (Not required, if unknown, leave blank) |
| CODE | 1 byte | Position 50 | /*F = Flag /*C = Clear |
| FILLER | 30 bytes | Position 51–80 | |
| TOTAL | 80 bytes | | |

Note: Both “flag” and “clear” requests require OFCISSUANCENO (CCRMA Number), VIN (Vehicle Identification Number), PLTNO (Plate Number), and CODE (“Flag” or “Clear”).



IMPROVING MORE THAN JUST ROADS

October 31, 2024

Texas Department of Motor Vehicles
Attn.: Felicia Cantu
4000 Jackson Ave, CH1-2
Austin, Texas 78731

Re: Authorization for Linebarger Goggan Blair & Sampson LLP (Linebarger) to submit files to the Texas Department of Motor Vehicles

Please accept this letter as authorization on behalf of the Cameron County Regional Mobility Authority for Linebarger to submit files to the Texas Department of Motor Vehicles. This authorization is and will be in effect for the term of the Interlocal Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Motor Vehicles and any subsequent renewals.

Please also add the following Linebarger contacts to the account:

General Account and Escrow Management Issues:

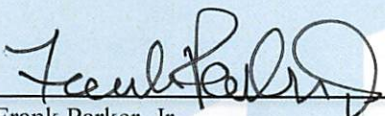
Susan McClure
Email: SCOFF.ESCROW@LGBS.COM
Phone: (210) 253 -5625

Trevor Balderrama
Email: Trevor.Balderrama@lgbs.com
Phone: (210) 403-8600

IT Related Issues:

Anthony Pontecorvo
Email: Anthony.Pontecorvo@lgbs.com
Phone: (210) 403-8716

By signing below, I am stating that I have authority to extend this authorization on behalf of Cameron County Regional Mobility Authority.

BY: 
Frank Parker, Jr.
Chairman of Board of Director

**2-S CONSIDERATION AND ACTION TO APPROVE AN
AGREEMENT FOR REGISTRATRION REFUSAL SERVICES
BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND LINEBARGER GOGGAN
BLAIR & SAMPSON, LLP.**

Contract No. 2024-10-02

STATE OF TEXAS

COUNTY OF CAMERON

**AGREEMENT FOR REGISTRATION REFUSAL SERVICES BETWEEN
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**

I. PARTIES

THIS AGREEMENT FOR REGISTRATION REFUSAL SERVICES ("Agreement") is made and entered into by and between the **Cameron County Regional Mobility Authority**, acting herein by and through its governing body, hereinafter referred to as "CCRMA" and **Linebarger Goggan Blair & Sampson, LLP**, hereinafter referred to as "LGBS".

II. PURPOSE

To clearly identify the roles and responsibilities of each party required for LGBS to assist with the CCRMA's participation in the Scofflaw Program as outlined in the Texas Transportation Code Sec. 502.011 (Refusal to Register Vehicle).

III. SCOPE OF WORK

The CCRMA has contracted with LGBS for the collection of unpaid tolls under that certain Debt Collection Services Contract for RFP No. 2024-001 dated May 30, 2024 (the "Contract"). To further enhance their efforts under the Contract, LGBS will assist the CCRMA with the implementation of a Registration Refusal Program. This program allows the CCRMA to submit data to the Technology Support Branch (TSB) of the Texas Department of Motor Vehicles (DMV) relating to debtors failing to pay a toll. Once the Registration Refusal code is placed on the debtor's vehicle registration by the DMV, a renewal of registration will not be permitted until the account is resolved.

IT IS UNDERSTOOD AND AGREED THAT:

CCRMA AGREES TO enter into the necessary contract with the Texas DMV (TxDMV), subject to TxDMV's approval and in accordance to Texas Government Code, Section 791. CCRMA will provide the necessary updates to LGBS to allow for the addition and removal of the appropriate registration codes. CCRMA will reimburse LGBS for the direct costs incurred with TxDMV associated with the file submissions required for inquiry, flagging for registration refusal and clearances after case resolution.

LGBS AGREES TO conduct the Registration Refusal Program on behalf of the CCRMA as part of the delinquent collection process. LGBS will timely submit the appropriate files to TxDMV to match the debtor and the appropriate vehicle, to code the appropriate registration record and to clear the appropriate records. LGBS will provide CCRMA with the information concerning the successful submissions to TxDMV. This information will be available to CCRMA via the LGBS

client view portal or in a list submitted by LGBS to CCRMA. LGBS will maintain a sufficiently funded escrow account on CCRMA's behalf with TxDMV as required by the Scofflaw Services Interlocal Agreement to pay the costs associated with the file submissions required for inquiry, flagging for registration refusal and clearances after case resolution. LGBS will provide CCRMA with a monthly accounting of the costs incurred with TxDMV for reimbursement by CCRMA to LGBS.

In order to effectuate the Registration Refusal Program, and subject to LGBS' indemnity obligations under the Contract, the CCRMA consents to LGBS's use of a third-party servicer and the sharing and disclosure of client data pursuant to a restricted use data services agreement.

IV. TERM OF AGREEMENT

The term of this Agreement begins on the date of execution by both parties below and will remain in force for the duration of the period in which LGBS is authorized to collect delinquent tolls for the CCRMA; provided, however, either CCRMA or LGBS may terminate this Agreement, for convenience and without cause, upon thirty (30) day's written notice to the other party.


V. SIGNATURES

This Agreement is executed on behalf of CCRMA by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.


WITNESS the signatures of all parties hereto this, effective as of the 31st day of October, 2024.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY



Frank Parker, Jr.,
Chairman of Board of Directors

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP



Lucy G. Canales, Capital Partner

**2-T DISCUSSION AND POSSIBLE ACTION REGARDING THE
TRANSITION WITH THE HARRIS COUNTY TOLL ROAD
AUTHORITY.**



MEMORANDUM

TO: CCRMA Board of Directors

FROM: Pete Sepulveda, Jr. Executive Director *P SG*

DATE: October 31, 2024

SUBJECT: Request for Authorization to Transfer Pre-Paid Amounts for Cameron County International Bridges Customer Accounts

CCRMA staff would like to request that the Board of Directors approve the transfer of pre-paid amounts for the Cameron County International Bridges customer accounts to the Harris County Toll Road Authority (HCTRA). This transfer is essential for our transition to the new system, which is scheduled to go live on November 15, 2024.

The total amount for this transfer will not exceed \$500,000. We plan to execute this transfer on November 14, 2024, ensuring a seamless integration with HCTRA's systems and services.

Staff recommends Board approval of the transfer of funds via wire payment.

**2-U CONSIDERATION AND POSSIBLE ACTION ON
EMERGENCY PROCUREMENT PURSUANT TO SECTION
11.1 OF THE CAMERON COUNTY REGIONAL MOBILITY
PROCUREMENT POLICY DUE TO THE EMERGENCY
CREATED BY EROSION ON THE SH 550 TOLL ROAD.**

Memorandum Date: 10/25/2024

Subject: Request for SH550 Emergency Maintenance Contract (SH550 EMC, 2024)

Prepared by: Eric Davila, PE, PMP, CCM

Recipients: CCRMA Board and CCRMA Executive Director

This memorandum is to relay an update on a maintenance site on the SH550 Toll (shown on Figure 1) that had originally been part of a planned set of maintenance items to be let this fiscal year, but recent rains have changed the circumstances in that such maintenance items require immediate, emergency action. The planned improvements had been captured in a set of maintenance plans developed for the CCRMA and made part of the most recent GEC Maintenance Assessment Report (specifically, Appendix C - Maintenance Plans). A combination of documented erosion together with recent storm events has accelerated the need to implement this portion of maintenance as soon as possible.

Figure 1. Maintenance Site: on SH 550 Toll NB approx. 0.25 miles NW of Paredes Line intersection on the embankment due south of the railroad overpass.



Therefore, in my capacity as Chief Development Engineer, designee of the Executive Director, certify the fact and nature of the emergency giving rise to the need to utilize emergency procurement procedures, and recommend the following course of action be evaluated and seek direction on said implementation as follows under the direction of the Executive Director:

- Permission to request emergency engineering services for final bid document preparation of Emergency Maintenance Contract (EMC), contract letting support, and construction oversight from one of our GEC's. CCRMA Chief Development Engineer and Construction Manager would review the bid documents, assist in the contract letting, and provide construction management inspection support.
- Permission to release said emergency maintenance contract to solicit a low bid from a qualified, responsive, and responsible bidder. If there are three or more such bidders qualified to bid on the emergency contract, as reflected by the CCRMA's files, we will send bid documents for the work to at least three of such bidders. We will also otherwise comply with Section 12 of the CCRMA's Policies and Procedures Governing Procurement of Goods and Services.



Memorandum Date: 10/25/2024

Subject: Request for SH550 Emergency Maintenance Contract (SH550 EMC, 2024)

Prepared by: Eric Davila, PE, PMP, CCM

Recipients: CCRMA Board and CCRMA Executive Director

- A Special Board meeting in November 2024, might be needed, to bring forward a valid / vetted bid complete with an engineer's recommendation for award, along with a contract for possible action by the Board.
- Furthermore, I certify that the recent rain events have accelerated the need to do the maintenance as those events created circumstances whereby following the normal procurement process, instead of taking immediate, emergency action will: (1) pose an imminent threat to life or property of the traveling public; (2) substantially disrupt or may disrupt the safe and efficient flow of traffic and commerce; and/or, (3) because of the unforeseen damage to property, will substantially interfere with or prohibit the collection of tolls in accordance with the CCRMA's bonding obligations and requirements. In other words, essential corrective or preventative action will be unreasonably hampered or delayed by compliance with utilizing non-emergency procurement. Emergency repair or reconstruction of streets, roads, highways, and other CCRMA property qualify for emergency procurement.

**2-V CONSIDERATION AND APPROVAL OF AMENDMENT NO.
1 TO PROFESSIONAL ENGINEERING CONSULTING
SERVICES 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 ALTERNATIVES
STUDY.**

JWH & Associates, Inc.

3014 Fairway Drive Sugar Land, Texas 77478
956.793.3870 Cell Phone jhudson8@comcast.net Email

October 21, 2024

Mr. Pete Sepulveda, Jr.
Executive Director
Cameron County Regional Mobility Authority
Rancho Viejo, Texas

Re: Professional Services for the Transportation Engineering Services for Traffic Study North Cameron County Rail Plan and Harlingen Switchyard Closure-Amendment No.1-

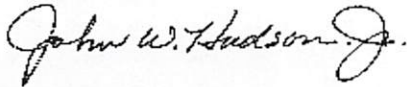
Dear Mr. Sepulveda,

I request that the time of completion for the existing traffic study agreement for the North Cameron County Rail Plan and the Harlingen Switchyard Closure be extended from December 31, 2024 to until June 30, 2025 and the allocation of an additional not to exceed engineering fee of \$30,000. Such extension will provide continue support to Cameron County on the Harlingen Switchyard Closure and for continue services on the North Cameron County Rail Plan. The Switchyard Closure is an on "call services" agreement and coordinated with the Cameron County Regional Mobility Authority, the Union Pacific Railroad and the Benesh Company. The work involves the review of construction plans and estimates, on-site inspections with the project team. The additional work for the North Cameron County Rail Plan includes updating the cost estimates based on the new Union Pacific Railroad cost values for the Harlingen Yard Closure, and meetings and presentations to the City of Harlingen on the projects.

Any additional services requested by the CCRMA would be charged on an hourly basis with the rates contained in the approved agreement, dated March 27, 2023. Any additional expenses would be charged on the basis of the approved agreement.

Please review this proposed action and advise me should you have any changes.

Sincerely yours,



John W. Hudson, Jr. P. E.
President

Approved

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: 

Title: Chairman

Date: October 31, 2024