



## **INDEPENDENT CONTRACTOR AGREEMENT**

### **WEST RAIL TRAIL AMENITIES** **# WRT-45-0123 / CSJ #0921-06-350**

**This Agreement is entered into as of Wednesday, December 21, 2022, between THE CITY OF BROWNSVILLE (“CITY”) and. TEDSI Infrastructure Group (“CONTRACTOR”).**

#### **1. Documents**

- (a) The following documents (collectively, “Contract Documents”) are hereby incorporated into and made part of this Agreement.
  - i. Schedule of Services and duties to be performed by Contractor (Exhibit A);
  - ii. Total amount of compensation for said Services and duties, and compensation provisions and schedule (if any) (Exhibit B & C).

#### **2. Scope of Services**

- (a) Contractor shall perform the Services as specified in the Contract Documents and under the general direction of City. Unless otherwise specified herein Contractor and City agree that the scope of work is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are an integral and inseparable part of the work described in the Contract Documents, the exclusion of which would render performance by Contractor impractical, illogical or unconscionable.
- (b) Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards and in accordance with the schedule, if any, set forth in the Contract Documents.
- (c) By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

#### **3. Independent Contractor; Personnel**

- (a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor’s employees. Under no circumstances shall Contractor, or any of Contractor’s employees, look to City as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor’s employees, shall be entitled to any benefits accorded to City’s employees, including without limitation worker’s compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor’s expense, and in Contractor’s name, unemployment, disability, worker’s compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
- (b) Contractor represents and warrants to City that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.
- (c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City’s written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor’s subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor’s subcontractors’ performance, and liable for any of Contractor’s subcontractors’ non-performance and all of Contractor’s subcontractors’ acts and omissions.

#### **4. Time of Completion**

Consultant is authorized to commence work under this contract upon execution of the agreement. Consultant shall perform and complete its obligations herein in a prompt and continuous manner, so as to not delay the completion of the Project in accordance with the schedules as described in Exhibit A. This agreement shall remain effective for a period which may reasonably be required for the completion of the Project, acceptance by an authorized representative of the City, exhaustion of authorized funds, or termination as provided in this agreement, whichever occurs first.

#### **5. Compensation.**

- (a) Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit A & B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- (b) Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

#### **6. Insurance.**

- (a) The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.
- (b) The City of Brownsville shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.
- (c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

1. \$100,000 bodily injury each accident
2. \$500,000 bodily injury by disease policy limit
3. \$100,000 Bodily injury by disease each employee

Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

ii. Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Professional Liability Insurance

Professional Liability Insurance in the amount not less than the projected total amount of the assigned project. This coverage will be adjusted to reflect the scope of work for each project.

iv. Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

## 7. Termination.

- (a) *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

- (b) *Termination for Convenience.* The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that

he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

- (c) *Cancellation for Non-appropriated Funds.* The City reserves the right, in its best interest as determined by the City, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.
- (d) *Force Majeure.* The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:
- i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
  - ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;
  - iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
  - iv. The non-performing party uses its best efforts to remedy its inability to perform.
  - v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

#### **8. Materiality and Waiver of Breach.**

- (a) City and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### **9. Indemnification by Consultant.**

**CONSULTANT AGREES TO INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENAL TIES, COSTS AND EXPENSES FOR ALL PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENAL TIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB- SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONSULTANT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

## 10. Miscellaneous Provisions.

- (a) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
- (b) *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
- (c) *No Waiver of Governmental Immunity.* NOTHING IN THIS SECTION XVI SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.
- (d) *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.
- (e) *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- (f) *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.
- (g) *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor: TEDSI Infrastructure Group  
1201 E. Interstate Hwy. 2  
Mission, TX, 78572

If to City: City of Brownsville  
1001 East Elizabeth St.  
Brownsville, TX, 78520

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

- (h) *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- (i) *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE

CONTRACTOR

Signature: \_\_\_\_\_

Signature: Mark W. Luper

Print Name: \_\_\_\_\_

Print Name: Mark W. Luper

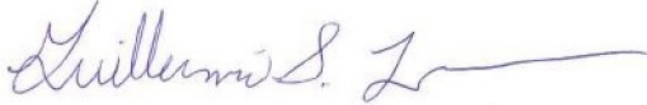
Title: \_\_\_\_\_

Title: Executive Vice President

Date: \_\_\_\_\_

Date: 12/22/2022

Approved As To Form  
And Legality:



Guillermo (Will) S. Trevino  
Deputy City Attorney

**EXHIBIT “A”**  
**SCOPE OF WORK**  
**West Rail Amenities Project CSJ # 0921-06-350**

**PROJECT DESCRIPTION**

The purpose of this project is to prepare an Environmental Document, Evaluate and Recommend amenities and parking lots, prepare Plans, Specifications and Estimates (PS&E), and provide Construction Management Services for the West Rail Amenities Project.

Tasks as follows:

**Task 1 – Engineering Report**

**Task 2 – Surveying Services**

**Task 3 – Environmental Services**

**Task 4 – Engineering Services (Plans, Specifications, & Estimates)**

**Task 5 – Procurement Services**

**Task 6 – TDLR Review Services**

**Task 7 – Construction Management Services**

**TASK 1 – ENGINEERING REPORT**

The ENGINEER shall complete:

- Data collection (i.e., utilities, as-builts, right of way information, etc.)
- Evaluate and recommend the locations for the Parking lot(s) and Amenities
  - Bike repair stations
  - Benches
  - Waste Receptacles
  - Trail Maps
  - Water Fountains
  - Water Lines
  - Parking Lots
  - Shelters
  - Emergency Call Boxes
  - Wi-Fi Access Points
  - Security Cameras

**TASK 2 – SURVEYING SERVICES**

The SUBCONSULTANT shall:

- Recovery of project horizontal and vertical control in vicinity of each parking lot based on original survey and design drawings provided by others. Establish a minimum of 2 horizontal/vertical control baseline points at each proposed parking lot site. If original project control is not available, then the site control baseline points shall be

**EXHIBIT “A”**  
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established utilizing GPS RTK methods and referenced to the Texas State-Plane Coordinate System (NAD 83/NAVD 88).

- The limits of the topographic survey for each parking lot site shall be a maximum of 200 ft X 200 ft to ensure proper existing grades are obtained for drainage design considerations. Elevations obtained at every 25 ft interval and/or grade breaks. The location of all topographic features such as edge of road, roadside ditches, driveway entrances, culverts, drain ditches, buildings, fences, manholes, water meters, mailboxes, gas facilities, electric facilities, etc. shall be obtained. Ambiotec shall also locate underground utilities as marked by the Texas One-Call system locate service.
- Preparation of an AutoCAD drawing for each site showing all topography and underground utilities. Provide a coordinated file of survey points for each site.

**TASK 3 – ENVIRONMENTAL SERVICES**

The SUBCONSULTANT shall:

- Project Management - AEC will perform project management activities to ensure that the project is performed on schedule and within budget. Task activities include project planning; field work coordination; communications and meetings with TxDOT environmental affairs personnel; and client phone calls and/or meetings.
- Field Work – AEC will perform a site visit to gather information necessary to complete the agency consultation, Tier I Assessment, and project scoping tasks described below.
- Agency Consultation – AEC will consult with applicable regulatory agencies to request information pertaining to permits or actions that may be required by the agencies relating to the proposed project. Project information packets will be sent to each participating regulatory agency with relevant maps and photographs. Coordination with each agency will proceed throughout the project to ensure a timely response.
- AEC anticipated consulting with several agencies including, but not limited to U.S. Fish & Wildlife Service (USFWS), Texas Historical Commission (THC), Texas Parks & Wildlife Department (TPWD), the Texas Commission on Environmental Quality (TCEQ), and local governments including applicable departments of the City of Brownsville and Cameron County.
- Biological Evaluation – In addition to performing a site inspection, AEC will evaluate:  
1) data obtained from federally and state-listed protected species lists for Cameron



**EXHIBIT “A”**  
**SCOPE OF WORK**  
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County; 2) TPWD's Texas Natural Diversity Database (TXNDD); 3) USFWS's Information for Planning and Consultation (IPaC); 4) TPWD's Species of Greatest Conservation Need (SGCN); and 5) U.S. Geologic Survey (USGS) topographic maps for the project area. Information gathered during the biological review process will be used to prepare pertinent TxDOT forms including the Species Impact Form, Species Analysis Form, Tier I Assessment Form, TxDOT Environmental Permits, Issues, and Commitments (EPICS) Forms, and other documentation as needed to support the project's findings.

- Surface Water Analysis – AEC will obtain and review the Texas Integrated Report of Surface Water Quality and other applicable resources to assess any potential implications to surface waters located in the project area. The findings will be used to prepare the TxDOT Surface Water Analysis Form. Information gathered during the review process will be compiled and submitted as documentation supporting the project's findings.

**TASK 4 – ENGINEERING SERVICES**

The ENGINEER shall:

Prepare PS&E (Plans, Specifications and Estimates) package which includes the following:

- Title sheet
- Index of sheets
- Project layout
- Existing typical section
- Proposed typical section
- Summary Tables of Estimated Quantities
- General Notes & Specifications
- Traffic Control General Notes
- Traffic Control Plan Sheets
- Traffic Control Standards
- Plan Sheets
- Roadway Standards
- Traffic Standards
- Epic Sheets
- SW3P Layout
- Environmental Standards
- 30% Submittal
- 60% Submittal
- 90% Submittal
- 100% Submittal
- Utility Coordination

**EXHIBIT “A”**  
**SCOPE OF WORK**  
**West Rail Amenities Project CSJ # 0921-06-350**

**TASK 5 – BIDDING AND NEGOTIATING SERVICES**

The ENGINEER shall:

- Conduct Pre-bid conference
- Issue addenda(s)
- Assist in obtaining bids and prepare tabulations
- Provide recommendation of award
- Consult with and advise as to the acceptability of subcontractors
- Consult with and advise as to the acceptability of substitute materials and equipment

**TASK 6 – TDLR REVIEW SERVICES**

The SUBCONSULTANT shall:

- Include state registration fee requirements
- Plan Review
- Consultation as required during design/consultation phases
- Up to 3 onsite visits as requested by Engineer/Owner
- Final Inspection

**TASK 7 – CONSTRUCTION MANAGEMENT SERVICES**

The ENGINEER shall provide construction management services as follows:

- Provide engineering support
- Review request for information submittals
- Review and approve shop drawings
- Conduct site visits and inspections
- Review and approve results of material tests
- Review and approve Invoices
- Review and approve change orders
- Conduct Walk thru
- Provide punch list
- Provide record Drawings (as-builts)

**SERVICES PROVIDED BY THE CITY:**

1. Existing Utility Information
2. Procurement Documents and municipal requirements for bidding
3. Construction observation and inspection

**EXHIBIT “A”**  
**SCOPE OF WORK**  
**West Rail Amenities Project CSJ # 0921-06-350**

**SERVICES INCLUDED IN THIS SCOPE:**

1. The ENGINEER shall develop PS&E in conformance with TXDOT Pharr District requirements and TXDOT Standards, including any appropriate Texas Accessibility Standards (TAS) design considerations.
2. The ENGINEER shall use TXDOT specifications.
3. The ENGINEER shall coordinate with the utility companies for public ROW utilities.
4. The ENGINEER shall include in the PS&E Standard Detail Drawings (TXDOT).
5. The ENGINEER shall prepare Construction Cost Estimate.
6. The ENGINEER shall prepare General Notes for construction.
7. The ENGINEER shall assist the city with coordination and permitting with various agencies.
8. The ENGINEER shall prepare PS&E in English units on 11” X 17” sheets.
9. The ENGINEER shall prepare Bid Services (Bid document preparation, pre-bid conference, bid tabulation and award recommendation)

**SERVICES NOT INCLUDED IN THIS SCOPE:**

1. Traffic Signal
2. Traffic Impact Analysis Study Preparation
3. Modifications to existing Traffic Impact Analysis Reports
4. Traffic Data Collection including Volume, Classification and Turning Movement Counts.
5. ROW acquisition services
6. Development of standards. TXDOT standards will be used.
7. Development of Specifications. TXDOT specifications will be used.
8. Submittal of documents to other agencies not specified in scope of services.
9. Coordination with regulatory agencies not specified in scope.
10. Perform evaluations and other tasks related to permitting issues for locations or elements of the project.
11. Design or detailing of interconnect system or signal progression.
12. Utility Coordination for utilities located outside public ROW.
13. Construction staking
14. Testing Services
15. Advertisement and award of construction contract.
16. Traffic Control for geotechnical services.
17. Geotechnical Services

**West Rail Trail Amenities Project**  
**Engineer's Opinion of Probable Construction Cost**

CSJ:	<b>0921-06-350</b>		Date =	<b>December 19, 2022</b>
Length of project	<b>34,848</b> ft.	<b>6.60</b> miles		
Proposed	<b>10.00</b> ft. Widening			
Description	<b>Hike &amp; Bike Trail Amenities</b>		County	<b>Cameron</b>
			Prepared by	<b>P. Longoria</b>

ITEM	DESC.CODE	DESCRIPTION	QUANTITY	UNIT PRICE	UNIT	TOTAL COST
		PREPARATION OF RIGHT OF WAY	3	\$ 1,000.00	AC	\$ 3,000.00
		BIKE REPAIR STATION	4	\$ 2,000.00	EA	\$ 8,000.00
		BENCHES	14	\$ 600.00	EA	\$ 8,400.00
		WASTE RECEPTACLES	28	\$ 600.00	EA	\$ 16,800.00
		MAPS	14	\$ 1,100.00	EA	\$ 15,400.00
		WATER FOUNTAINS	7	\$ 5,500.00	EA	\$ 38,500.00
		WATER LINES	1	\$ 130,000.00	LS	\$ 130,000.00
		SHELTERS WITH CONCRETE PAD	7	\$ 7,500.00	EA	\$ 52,500.00
		PARKING LOTS COMPLETE	5	\$ 86,250.00	EA	\$ 431,250.00
		CALL BOXES	14	\$ 20,000.00	EA	\$ 280,000.00
		WI-FI ACCESS POINTS	1	\$ 11,000.00	LS	\$ 11,000.00
		SECURITY CAMERAS	14	\$ 9,300.00	EA	\$ 130,200.00
		TRAFFIC CONTROL	1	\$ 30,000.00	LS	\$ 30,000.00
		SW3P	1	\$ 15,000.00	LS	\$ 15,000.00
		<b>SUB-TOTAL(Bid Items)</b>				<b>\$ 1,170,050.00</b>
		MOBILIZATION (8% of bid items)	1	\$ 93,604.00	LS	\$ 93,604.00
		CONTINGENCY (5% of bid items)	1	\$ 58,502.50	LS	\$ 58,502.50
		<b>CONSTRUCTION TOTAL</b>				<b>\$ 1,322,156.50</b>
		Engineering Services With Report	1	\$ 99,162	LS	\$ 99,162.00
		Construction Management	1	\$ 26,443	LS	\$ 26,443.00
		Surveying	1	\$ 13,750.00	LS	\$ 13,750.00
		Environmental	1	\$ 17,500.00	LS	\$ 17,500.00
		TDLR Inspection	1	\$ 1,500.00	LS	\$ 1,500.00
		<b>ENGINEERING TOTAL</b>				<b>\$ 158,355.00</b>
		<b>GRAND TOTAL =</b>				<b>\$ 1,480,511.50</b>

\* Does not include fees for land acquisition

ENF OF EXHIBIT A

# TEDSI INFRASTRUCTURE GROUP

*Consulting Engineers*  
1201 E. Interstate Hwy. 2 ♦ Mission, Texas 78572

December 19, 2022

Mr. Joel Garza, Jr., CPM  
Multimodal Director  
City of Brownsville  
755 International Blvd.  
Brownsville, Texas 78520

**RE: West Rail Trail Amenities Project CSJ # 0921-06-350**

Dear Mr. Garza:

**TEDSI Infrastructure Group Inc (TEDSI)** is pleased to submit the following proposal for engineering, environmental and surveying services for the above referenced project. A detailed scope of work, engineer's opinion of probable construction cost, and project schedule will be provided as an attachment. Below is the cost breakdown and brief description of services for the proposal:

Task 1 – Engineering Report	\$11,275.00
Task 2 – Surveying Services	\$13,750.00
Task 3 – Environmental Services	\$17,500.00
Task 4 – Engineering Services	\$87,887.00
Task 5 – Procurement Services	
Task 6 – TDLR Review	\$1,500.00
Task 7 – Construction Management	\$26,443.00
<b>Grand Total</b>	<b>\$158,355.00</b>

Should you have any questions or concerns, please feel free to contact me via email at [Ponciano.longoria@tedsi.com](mailto:Ponciano.longoria@tedsi.com) or via phone at 956-424-7898.

Sincerely,  
TEDSI INFRASTRUCTURE GROUP, INC.



Ponciano N. Longoria, P.E., CFM  
Project Manager

ENF OF EXHIBIT B

# EXHIBIT C

## WORK SCHEDULE West Rail Amenities Project CSJ # 0921-06-350

Task Description	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
	2022	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2024	2024	2024	2024	2024	2024	2024	2024	2024
Contract Development & Approval	█	█																				
Kickoff Meeting (NTP)		█																				
<b>Task 1</b>																						
Data Collection		█	█																			
Evaluation of Locations for Parking Lots and Amenities		█	█																			
Recommendation of Locations for Parking Lots and Amenities		█	█																			
<b>Task 2</b>																						
Topography & Utility Survey (Parking Lots)				█	█																	
<b>Task 3</b>																						
Environmental Services				█	█	█	█	█	█	█	█	█	█									
<b>Task 4</b>																						
30% Plans, Specifications & Estimate Submittal & City Review					█	█	█															
60% Plans, Specifications & Estimate Submittal & City Review							█	█	█													
90% Plans, Specifications & Estimate Submittal & City Review								█	█	█												
100% Plans, Specifications & Estimate Submittal										█	█	█										
Utility Coordination					█	█	█	█	█	█	█	█	█									
<b>Task 5</b>																						
Bidding & Contract Award														█	█							
<b>Task 6</b>																						
TDLR Review											█	█	█	█	█	█	█	█	█	█	█	█
<b>Task 7</b>																						
Construction																█	█	█	█	█	█	█
Construction Management																█	█	█	█	█	█	█
Project Closeout																					█	█

NOTE: Schedule may change due to the following:

1. Inclement Weather
2. ROW Acquisition
3. Rejecting of Bids
4. Environmental Clearance
5. Review time from city/TxDOT

END OF EXHIBIT C