

January 15, 2024

Mr. Ramon Chavez, P.E.
The City of Laredo
1110 Houston Street
Laredo, Texas 78040

REF: Professional Services Amendment No. 3 Request **(Revised)**
World Trade International Bridge Expansion Project
Phase 2 – Plans, Specifications & Estimates, Final Permitting, and Bid/Construction Phase

Dear Ramon,

As you are aware, the project team has been advancing the WTB Expansion Project on multiple fronts over the last four months. The NEPA clearance, the coordination with the State of Tamaulipas government, and the conceptual engineering tasks are all moving forward per our current schedule. We are anticipating advertising and holding a Public Meeting on April 9, 2024. Therefore in preparation of having the remaining portion of the professional engineering services approved and ready to move forward as needed to meet the current schedule, we are requesting that our currently approved scope of services and fee be increased to include the preparation of the PS&E, the final permitting activities, the continuation of meetings/coordination and consultations, as well as the bid and construction phase services.

The proposed scope of services and fee for these additional services are summarized below, and as detailed in the attached documentation:

| | |
|--|------------------------|
| 1C. COORDINATION & CONSULTATION – PHASE 2 | \$ 460,900.00 |
| 1E. PREPARE & PARTICIPATE AT MEETINGS – PHASE 2 | \$ 269,560.00 |
| 3. ENVIRONMENTAL ASSESSMENT (UNDERWATER SURVEY – THC) | \$ 73,886.00 |
| 4. OVERALL PROJECT MANAGEMENT – PHASE 2 | \$ 204,750.00 |
| 5. PLANS, SPECIFICATIONS & ESTIMATE (REVISED FOR TP&P REPORT) | \$ 2,703,780.00 |
| 6. BID PHASE SERVICES | \$ 61,178.00 |
| 7. CONSTRUCTION PHASE SERVICES | \$ 517,110.00 |
| 8. FINAL PROJECT PERMITTING | \$ 67,800.00 |
| Total Requested for Amendment No. 3 (REVISED) | \$ 4,358,964.00 |

The approval of this additional scope of services will allow us to begin these tasks as the predecessor tasks of Phase 1 are completed, and continue through the construction activities, and the wrap up of paperwork that is required to conclude the construction phase. The first task to be completed will be the preparation and review of the project schematic drawing which will be a required exhibit for the use at the Public Meeting in April 2024.

Mr. Ramon Chavez, P.E.
January 15, 2024

As always, should you have any further questions and/or comments concerning this matter, please feel free to contact me at our office in San Antonio, 210-735-9202, or smielke@seatx.com. We thank you in advance for your prompt review and action to gain approval for the noted Phase 2 services for this very important project for the City of Laredo.

Sincerely,



Sidney A. Mielke, P.E.
Senior Project Manager

Cc: Mr. David T. Covarrubias, P.E., SEA
Ms. Rosario C. Cabello, Deputy City Manager, City of Laredo
Ms. Yvette Limon, International Bridge Director, City of Laredo

Via email 01-15-24, via email

Laredo World Trade Bridge Expansion Project

1C. Bi-National & Stakeholder Agency Consultations/Coordination (Phase 2)

The SEA Team will *continue* to provide consultation and coordination services with federal, state and local agencies critical throughout Phase 2 of the project., during Phase 2 These consultations may also include various members of the U.S. Congress, the City of Laredo's lobbyists, Mexican federal agencies, and the State of Tamaulipas state agencies.

1E. Preparation & Participation at the Binational Bridges and Border Crossings Group (BBBXG), U.S.-Mexico Joint Working Committee (JWC), U.S. Legislative and other Meetings (Phase 2)

A major component of keeping the many stakeholder agencies updated on project progress is the preparation of presentations and attendance at regular meetings of the BBBXG, JWC, U.S. Legislative and other specified meetings. The SEA Team will *continue* to provide these meeting participation preparation and participation services throughout Phase 2 of the project.

3. Environmental Assessment (Revision)

The Texas Historical Commission has required that an underwater archeological study be performed for the project, within their review of the original submittal of archeological module. Historically the THC has not required this underwater survey be performed in this region for projects crossing the Rio Grande, and thus the requirement for an underwater survey was not included in the original Environmental Assessment scope of services.

4. Overall Project Management (Phase 2)

SEA will *continue* to perform the internal and external project management services which are not otherwise identified within this scope of services, throughout Phase 2 of the project.

5. PLANS SPECIFICATIONS & ESTIMATE

The SEA Team will develop and submit for review and comment, plans, specifications and construction opinions of cost for 60%, 90%, 100% and Final design phases of completion. The plans will be developed in Micro Station, on 11x17 page format. The plans will be developed per current TxDOT format and organization and specifications utilized will be current TxDOT Standard Specifications. Plans will be prepared that include both the new northbound bridge and the existing southbound bridge expansion. Specific scope of services categories are to include the following for both the new northbound bridge and the expansion of the existing bridge for additional southbound lanes::

- Project Schematic & Hydraulic Design
- Bridge Design (Entire Bridges)
- Prepare Construction Plan Set, Specifications & Bid Documents

- Check Mexico Bridge Design and Plans (Entire Bridges)
- Civil Design, Traffic, Striping & Signage Design
- Bridges Lighting Evaluation & Design
- Install Survey Control & Monumentation
- Utility Location, Coordination & Relocation Plans
- CBP MEP Infrastructure Design, Plans, Specs, and Coordination
- Design Bridge Runoff Capture Systems
- **Transportation Traffic & Planning Traffic Projection Report (Type C) (Revision)**
- **SEE EXCLUSION LIST FOR TASKS NOT INCLUDED**

The following deliverables will be developed and submitted for this task:

- Project Schematic Roll Drawing
- 60%, 90%, and 100% PS&E Plans, Specifications and Opinion of Probable Cost
- Draft Bid Book including Technical Specifications at 90% Submittal

6. BID PHASE SERVICES

The SEA Team will assist the City of Laredo staff with the bid phase of the project. Specific scope of services tasks are to include the following:

- Bid Document Preparation
- Bid Phase Coordination with Stakeholders
- Pre-Bid Meeting Agenda and Attendance
- Pre-Bid Meeting Notes Preparation
- Prepare Addenda (As Required)
- Attend Bid Opening & Prepare Bid Tabulation, Evaluation & Award Recommendation

The following deliverables will be developed and submitted for this task:

- Final Bid Documents
- Pre-Bid Meeting Agenda and Notes
- Bid Tabulation, Evaluation and Award Recommendation Memo

7. CONSTRUCTION PHASE SERVICES

The SEA Team will assist the City of Laredo and its other consultants during the Construction Phase of the project. Specific scope of services tasks are to include the following:

- Shop Drawing and RFI review, response and administration
- Usual and Customary Construction Phase Observation – U.S. Side
- Limited Construction Phase Observation – Mexico Side
- Limited Construction Phase Project Management – Coordination of Others Only
- Substantial & Final Completion Walk-Throughs, Observations & Reports – U.S. Side
- Completion Review and Report – Mexico Side
- Review of Contractor Provided “Record Plans”

The following deliverables will be developed and submitted for this task:

- Copies of Reviewed Shop Drawings
- Copy of Reviewed Record Plans
- Substantial Completion Observation Report/Check List
- Final Completion Observation Report/Check List

8. FINAL PROJECT PERMITTING

The SEA Team will prepare applications for, submit and coordinate for the granting of final permits required prior to commencement of construction activities. Specific scope of services tasks are to include the following:

- U.S. Coast Guard Permit
- U.S. Corps. of Engineers Permit
- TCEQ Pre-Construction Notification
- IBWC License Agreement

The following deliverables will be developed and submitted for this task:

- U.S. Coast Guard Permit
- U.S. Corps of Engineers Permit
- TCEQ Confirmation of No Meeting Requirement
- IBWC License Agreement

EXCLUSIONS TO THE ABOVE NOTED SCOPE OF SERVICES:

- **U.S. Side Geotechnical Borings & Report**
- **Mexico Side Geotechnical Borings & Report**
- **Engineering Review of Mexico Geotechnical Report**
- **Daily and Regular Resident Project Representative (Construction Inspection)**
- **Construction Materials Testing**
- **Submittals of Contractor Pay Requests to TxDOT**
- **Receipt, Review and Submittal to TxDOT of Contractor Certified Payrolls**
- **Monitoring and Reporting of Contractor DBE Program and Submittals to TxDOT**

METHOD OF PAYMENT FOR ABOVE NOTED SCOPE OF SERVICES

- **The fees for items #5, #6 and #7 above are being submitted as LUMP SUM payment items. Payment for these items will not be exceeded, except as provided for in Contract for Services**
- **The fees for items #1C, #1E, #4, and #8 are being submitted as budget items and not to exceed without prior approval amounts. Amendments may be required to increase approved amounts for these items when due to extended effort or time periods needed or other reasons, beyond the control of SEA or its team members. Billings for these items will be on an actual hours and expenses expended basis.**

TIME FOR COMPLETION OF THIS SCOPE OF SERVICES

This scope of services shall begin as predecessor Phase 1 activities are completed in 2024 and 2025 and shall be continued through completion of the construction phase services, which is currently anticipated to be December 2027.

CITY OF LAREDO, TEXAS
WORLD TRADE INTERNATIONAL BRIDGE EXPANSION PROJECT
PHASE 2 - PS&E PHASE, BID PHASE, CONSTRUCTION PHASE, FINAL PERMITS,
CONTINUED PROJECT COORDINATION & OVERALL PROJECT MANAGEMENT

FEE PROPOSAL TABULATION
FOR PROFESSIONAL SERVICES CONTRACT
AMENDMENT NO. 3 REVISED

Revised **1/15/2024**
26-Oct-23

STRUCTURAL ENGINEERING ASSOCIATES, INC.
 PROPOSED MANHOURS/FEEES - TOTAL FEE PROPOSAL

| Task Description | Project Manager | Sr. Stuctural Engineer | Structural Engineer | Jr. Eng'r/ EIT | CADD Operator | RABA KISTNER Amount | KCI Amount | King Advsising Amount | Other Direct Expenses | Total Hours | Total Fee |
|--|-----------------|------------------------|---------------------|----------------|---------------|---------------------|---------------------|-----------------------|-----------------------|--------------|-----------------------|
| 1C COORDINATION & CONSULTATION - PHASE 2 | | | | | | | | | | | |
| CONTINUED COORDINATION & CONSULTATION | 200 | | 200 | | | | | \$356,400.00 | \$25,000.00 | 400 | \$460,900.00 |
| SUBTOTAL ITEM 1C | 200 | 0 | 200 | 0 | 0 | | \$0.00 | \$356,400.00 | \$25,000.00 | | \$460,900.00 |
| 1E PREPARE & PARTICIPATE AT BBBXG, JWC & OTHER MEETINGS - PHASE 2 | | | | | | | | | | | |
| CONTINUED MEETING PARTICIPATION | 192 | | 192 | | | | | \$168,240.00 | \$25,000.00 | 384 | \$269,560.00 |
| SUBTOTAL ITEM 1E | 192 | 0 | 192 | 0 | 0 | | \$0.00 | \$168,240.00 | \$25,000.00 | | \$269,560.00 |
| 3 ENVIRONMENTAL ASSESSMENT | | | | | | | | | | | |
| UNDERWATER ARCHEOLOGY SURVEY (REQUIRED BY THC) REVISED | | | | | | \$73,886.00 | | | | | \$73,886.00 |
| SUBTOTAL ITEM 3 | | | | | | \$73,886.00 | | | | | \$73,886.00 |
| 4 OVERALL PROJECT MANAGEMENT - PHASE 2 | | | | | | | | | | | |
| OVERALL PROJECT MANAGEMENT | 600 | 300 | | | | | | | | 900 | \$204,750.00 |
| SUBTOTAL ITEM 4 | 600 | 300 | 0 | 0 | 0 | | \$0.00 | \$0.00 | \$0.00 | | \$204,750.00 |
| 5 PLANS, SPECIFICATIONS & ESTIMATE | | | | | | | | | | | |
| SCHEMATIC PHOTOMETRIC & HYDR. DESIGN | 200 | 100 | | | | | \$82,500.00 | | | 300 | \$150,750.00 |
| KCI MEETINGS & COORDINATION | | | | | | | \$23,500.00 | | | 0 | \$23,500.00 |
| NEW BRIDGE & EXIST BRIDGE EXP DESIGN | 240 | 540 | 1080 | 2080 | 2120 | | | | | 6060 | \$806,410.00 |
| PREPARE CONSTRUCTION PLANS | 240 | 540 | 1080 | 2080 | 4200 | | | | | 8140 | \$1,018,570.00 |
| PREPARE SPECS & BID DOCUMENTS | 40 | 80 | 120 | 120 | | | | | | 360 | \$60,660.00 |
| CHECK MEXICO BRIDGE PLANS | 40 | 160 | 160 | | | | | | | 360 | \$71,820.00 |
| CIVIL,TRAFFIC,STRIP,SIGNS,DESIGN & PS&E | | | | | | | \$181,600.00 | | | 0 | \$181,600.00 |
| INSTALL CONSTR. SURVEY CONTROL | | | | | | | \$41,500.00 | | | 0 | \$41,500.00 |
| UTILITY LOCATION & COORDINATION | 20 | | | | | | \$137,700.00 | | | 20 | \$142,290.00 |
| MEP INFRASTRUCTURE - PLANS & SPECS | 80 | | 40 | | | | | | | 120 | \$25,080.00 |
| BRIDGES RUNOFF CAPTURE SYSTEM | 200 | 200 | | 200 | 300 | | | | | 900 | \$143,600.00 |
| TP&P TRAFFIC PROJECTION REPORT(TY C) REVISED | | | | | | | \$38,000.00 | | | 0 | \$38,000.00 |
| SUBTOTAL ITEM 5 | 1060 | 1620 | 2480 | 4480 | 6620 | | \$504,800.00 | \$0.00 | \$0.00 | | \$2,703,780.00 |
| 6 BID PHASE SERVICES | | | | | | | | | | | |
| BID DOCUMENT PREPARATION | 40 | | 80 | 120 | | | | | | 240 | \$36,060.00 |
| BID PHASE COORDINATION | 40 | | | | | | | | | 40 | \$9,180.00 |
| PRE-BID MTG/QUESTIONS/ADDENDA | 20 | | 40 | | | | | | \$1,000.00 | 60 | \$12,310.00 |
| BID EVALUATION | 8 | | | 16 | | | | | | 24 | \$3,628.00 |
| SUBTOTAL ITEM 6 | 108 | 0 | 120 | 136 | 0 | | \$0.00 | \$0.00 | \$1,000.00 | | \$61,178.00 |
| 7 CONSTRUCTION PHASE SERVICES *** | | | | | | | | | | | |
| SHOP DRAWINGS/RFI/CONST ADMIN | 80 | | 80 | 160 | | | | | | 320 | \$49,720.00 |
| LIMITED CONSTR OBSERVATION - US SIDE | 540 | | 540 | | | | \$21,000.00 | | \$50,000.00 | 1080 | \$285,650.00 |
| LIMITED CONSTR MGMT - US SIDE | 320 | | | | | | | | \$15,000.00 | 320 | \$88,440.00 |
| LIMITED CONSTR OBSERVATION - MEXICO | 160 | | | | | | | | \$15,000.00 | 160 | \$51,720.00 |
| SUBSTANTIAL/FINAL COMPLETION - US SIDE | 20 | | 40 | 40 | | | | | \$5,000.00 | 100 | \$20,790.00 |
| FINAL CONSTR REVIEW - MEXICO | 20 | | 40 | 40 | | | | | \$5,000.00 | 100 | \$20,790.00 |
| SUBTOTAL ITEM 7 | 1140 | 0 | 700 | 240 | 0 | | \$21,000.00 | \$0.00 | \$90,000.00 | | \$517,110.00 |
| 8 FINAL PROJECT PERMITTING | | | | | | | | | | | |
| USCG, USACOE, IBWC & ETC. | 80 | | 80 | | | | | 36000 | | 160 | \$67,800.00 |
| SUBTOTAL ITEM 8 | 80 | 0 | 80 | 0 | 0 | | \$0.00 | \$36,000.00 | \$0.00 | | \$67,800.00 |
| PROJECT TOTALS | 3,380 | 1,920 | 3,772 | 4,856 | 6,620 | \$73,886.00 | \$525,800.00 | \$560,640.00 | \$141,000.00 | 20548 | \$4,358,964.00 |
| Hourly Rates | \$229.50 | \$223.50 | \$168.00 | \$112.00 | \$102.00 | | | \$87.50 | | | |

*** REFER TO SCOPE OF WORK EXCLUSIONS

NOTE: GEOTECHNICAL BORINGS & REPORT, DAILY & REGULAR PROJECT REPRESENTATIVE, CONSTRUCTION MATERIALS TESTING, SUBMITTALS TO TxDOT, CERTIFIED PAYROLL PROCESSING, DBE MONITORING & PROCESSING ARE SPECIFICALLY EXCLUDED

King Advising LLC
787 Panorama Drive
Moscow, Idaho 83843

**Proposal to Structural Engineering Associates
For Professional Services from King Advising, LLC
World Trade Bridge Expansion Project
Amendment #2**

King Advising LLC (KA), via a sub-contract with Structural Engineering Associates (SEA), will provide additional professional advising services to obtain the necessary approvals, licenses or permits that would allow the City of Laredo (City) to move forward with bridge expansion project at the World Trade Bridge. KA has specialized skill in the preparation of the documents, justifications, procedures and related needs and requirements necessary to obtain the necessary approvals and permits from federal and state agencies. KA will continue its Binational and U.S. stakeholder agency consultations, along with discussions with the private sector in support of the project. KA will use their best professional judgement in preparing the items described in this Proposal.

The services of KA under this contract proposal are the activities in the United States. Successful completion of World Trade Bridge projects may require agreement and funding from Mexico. Securing the necessary permits and approvals in Mexico will be not be handled by KA and must be handled by others in the City of Laredo or consultants hired by the City of Laredo.

The work proposed will fall into three key portions:

- Final Project Permitting
- Binational and Stakeholder Agency Consultations and Coordination
- Participation and travel expenses for Binational Bridges and Border Crossing Group (BBBXG) meetings, Joint Working Committee (JWC) meetings, Legislative meetings, and other meetings as directed by the City.

8. Final Project Permitting

The SEA Team will prepare applications for, submit and coordinate for the granting of final permits required prior to commencement of construction activities. Specific scope of services tasks are to include the following:

- U.S. Coast Guard Permit
- U.S. Army Corps. of Engineers Permit
- TCEQ Pre-Construction Notification
- IBWC License Agreement

King Advising LLC
787 Panorama Drive
Moscow, Idaho 83843

The following deliverables will be developed and submitted for this task:

- U.S. Coast Guard Permit
- U.S. Army Corps of Engineers Permit
- TCEQ Confirmation of No Meeting Requirement
- IBWC License Agreement

1C. Bi-National and Stakeholder Agency Consultations/Coordination

- Phase 2 – Continued Consultation/Coordination

KA will provide professional advising services to ensure thorough, timely and ongoing consultations with all relevant U.S. agencies (federal, state, and local) and the relevant Mexican agencies (federal, state, and local) with the goal of gaining their support for the proposed World Trade Bridge Expansion Project. Professional services for consultations and coordination will include regular communications by telephone and email. Preparation of agendas, presentations, and handouts, attend meetings/conference calls, and provide notes of discussions. KA will provide monthly project status updates on the progress being made and the issues that need to be addressed to keep the project moving forward.

The fee for this activity is being submitted as a budget amount not to exceed without approval. Amendments may be required if additional time is required to complete this task. Billings for this item will be on an actual hours and expenses expended basis.

1E. Preparation & Participation at Binational Bridges and Border Crossings Group (BBBXG), U.S.-Mexico Joint Working Committee (JWC), U.S. Legislative, and other Meetings:

- Phase 2 – Continued Preparation, Participation, and Travel to Meetings

King Advising LLC will provide professional services to prepare for, attend, and actively participate in any scheduled BBBXG, JWC and Legislative and other meetings required to advance the World Trade Bridge Projects. Services will include direct travel costs (transportation, lodging, meals and incidentals), travel time, meetings, follow-up communications, and regular updates/feedback to the City of Laredo. It is anticipated that both King and Randolph will travel on many of the trips, however some travel may be accomplished by only one of the individuals. To the extent possible travel will be scheduled to maximize efficiency of travel to multiple locations.

The fee for this activity is being submitted as a budget amount not to exceed without approval. Amendments may be required if additional time is required to complete this task. Billings for this item will be on an actual hours and expenses expended basis.

King Advising LLC
787 Panorama Drive
Moscow, Idaho 83843

Project Timeline for Professional Services Performance:

- June 30, 2025, through March 2028

Hourly rates for Professional Services:

- Hourly rate for professional services for related to the Final Project Permitting, Binational and Stakeholder Agency Consultations and Coordination; Participation and travel for BBBXG, JWC, U.S. Legislative Meetings, and other meetings as directed by the City of Laredo will be \$360.00 per hour.
- Reimbursable expenses shall be billed monthly. Reimbursable expenses include out of town travel, out of town lodging and subsistence, plane, car, taxi and related transportation costs, international calls, reproduction of reports and exhibits, mailing and delivery charges and miscellaneous expenses directly related to the project.

Fee Proposal:

8. Final Project Permitting

- Estimated project work hours:
 - 100 hours @ \$360.00/hour = \$36,000.00
- **Estimated not to exceed for these services without prior approval: \$36,000.00**

Bi-National and Stakeholder Agency Consultations and Coordination:

- Estimated project work hours:
 - 990 hours @ \$360.00/hour = \$356,400.00
(30 hrs/month for 33 months = 990 hrs)
- **Estimated not to exceed for these services without prior approval: \$356,400.00**

Participation at BBBXG, JWC, Legislative, and other Meetings:

- Estimated six (6) trips for two (2) people. Each trip an average of four (4) days
- **Estimated not to exceed for these services without prior approval: \$ 168,240.00**

Total Estimated cost not to exceed: \$560,640.00

King Advising LLC agrees to perform the profession advising services for all components as outlined above including travel expenses for an estimated fee not to exceed sum of **\$560,640.00** without prior approval.

King Advising LLC
787 Panorama Drive
Moscow, Idaho 83843

Termination and / or Renegotiation:

In the event of the death or incapacitation of either James King or David Randolph the contract may be terminated or renegotiated without prejudice by either SEA or KA.

Consultants Responsibility & Liability:

KA makes no guarantee that they will be successful in their efforts is assisting the City to obtain the necessary approvals and/or permits for from state or federal agencies to move forward with planned World Trade Bridge Projects. KA will use it best professional judgement in carrying out the tasks and preparing the items described in this proposal. KA cannot guarantee success due to the ever-changing environment surrounding the approval process or the actions, agency policies, and determinations of federal and state entities in regard to the project or the existence of issues that the consultant was unaware of. The City will need to devote resources necessary in order to carry out the studies, reports and actions required by other consultants identified in this proposal, as well as actions and approvals necessary beyond the scope of this proposal particularly in regard to project participation by Mexico.

KA does not have and does not express or imply that they have the legal, financial, engineering, environmental or other technical skills or credentials necessary for specialized studies and opinions that will be necessary for specialized studies or submittals.

Submitted by: James King
Principal
King Advising LLC

Proposal No. PSF21-322-00 Rev. 3
December 19, 2023



12821 W. Golden Lane
San Antonio, TX 78249

PO Box 690287
San Antonio, TX 78269

P 210.699.9090
F 210.699.6426
TBPE Firm F-3257

WWW.RKCI.COM

AMENDED AGREEMENT FORM

AS AN ADDITION TO THE FOLLOWING AGREEMENT:

Project Name: ***World Trade Bridge Expansion Project
Laredo, Webb County, Texas***

RKI Project No.: *ASF21-110-00*

RKI Proposal No(s): *PSF21-322-00, dated October 4, 2021, PSF21-322-00 Rev.1, dated November 5, 2021, and PSF21-332-00 Rev. 2, dated November 10, 2021*

WE HEREBY AUTHORIZE RABA KISTNER, INC. (RKI) TO PERFORM THE FOLLOWING ADDITIONAL SERVICE(S):

Raba Kistner, Inc. (RKI) has prepared this amended agreement for Structural Engineering Associates, Inc. (CLIENT), to expand the previously authorized scope of services described in ***RKI Proposal No. PSF21-332-00, dated October 4, 2021, PSF21-332-00 Rev. 1, dated November 5, 2021, and PSF21-332-00 Rev.2, dated November 10, 2021***, which pertains to the Environmental Assessment and Related Activities for the World Trade Bridge Expansion Project in Laredo, Webb County, Texas. The original scope of work entailed Tasks associated with Project Management, Agency Coordination, and Meetings (Task 1), Environmental Assessment, Technical Studies and Reporting (Task 2), and Public Meetings (Task 3). Additionally, Direct Expenses were included into the final cost provided. After review of the cultural resources background study, the Texas Department of Transportation (TxDOT) provided comments warranting an underwater archaeological survey, as the proposed project extends into the Rio Grande. Due to the addition of underwater archaeological investigations, by TxDOT, the previously approved cost is insufficient to meet the agency's requirements. The following presents the cost of the additional work required by TxDOT.

COSTS:

AUTHORIZED PROJECT BUDGET: **\$462,291.95**

ADDITIONAL COSTS:

Underwater Archaeological Survey **\$73,886.00**

REVISED PROJECT TOTAL: **\$536,177.95**

| Proposal | Cost |
|--|---------------------------|
| PSF22-080-00 Rev 2 (Previously Authorized) | \$462,291.95 |
| Revised Project Total | \$536,177.95 |
| <i>Difference (Additional Services Request)</i> | <i>\$73,886.00</i> |

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar and Webb Counties, Texas. Our services will be performed in accordance with this letter agreement and the previously executed agreement referenced above. Please sign, date, and return one signed copy of this form to provide written confirmation of your authorization for our firm to commence work on the specific services outlined herein.

| | | | |
|--------------------------|-----------------------------------|---------------------------|--------------|
| SIGNATURE: | X | DATE: | |
| PRINTED NAME: | Sidney A. Mielke | | |
| COMPANY NAME: | Structural Engineering Associates | | |
| COMPANY ADDRESS: | 3838 NW Loop 410 | | |
| CITY, STATE, ZIP: | San Antonio, Texas 78229 | | |
| PHONE NUMBER: | 210.735.9202 | CELL PHONE NUMBER: | 210.861.3126 |
| E-MAIL: | smielke@seatx.com | | |

Very truly yours,

RABA-KISTNER, INC.



Brady O'Neal
Assistant Director, Environmental Planning & Permitting

BO/bc

Copies Submitted: Above (1 Electronic PDF Copy)



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

PROFESSIONAL SERVICES AGREEMENT

October 25, 2023

Structural Engineering Associates, Inc.
3838 NW Loop 410
San Antonio, TX 78229

Structural Engineering Associates Authorized Representative: Sidney A. Mielke, P.E.

Subject: World Trade Bridge Expansion Project Phase 2 ("Project")

KCI Technologies, Inc. ("KCI") is pleased to submit this professional services proposal (the "Proposal") to Structural Engineering Associates, Inc. (SEA) ("Client") for the services (the "Services") described in the Scope of Services section of this Proposal. The Proposal shall be valid for a period of thirty (30) business days from the date above. Acceptance and execution thereafter shall be conditioned on KCI's reaffirmation of the Proposal.

The Proposal includes the General Provisions (see Exhibit A) and all other exhibits attached hereto. If this Proposal is accepted and executed by Client, then the General Provisions and other exhibits, along with this Proposal, shall constitute a complete and legally binding contract between KCI and Client.

SCOPE OF SERVICES

This Proposal is limited exclusively to the Services as described below and anything not expressly described shall be considered expressly excluded from the Services. Any modifications to the Services made after execution of this Proposal will be Additional Services unless otherwise agreed to in writing by both parties.

The Services will be performed at the following:

Location: World Trade International Bridge Port of Entry in Laredo, Texas

KCI's understanding of the Project is to provide site civil, surveying and subsurface utility engineering services to develop plans, specifications and estimates for the construction of the expansion of the World Trade International Bridge. We understand that KCI will be providing services in coordination with the Client and their Design Team.

KCI proposes to perform the following Services:

Employee-Owned Since 1988

Task 1: Meetings and Coordination

1. Meet / Discuss with Client the project's needs and requirements.
2. Provide project management along with SEA's Design Team.
3. Coordinate phone and virtual conference calls accompanied by in-person meetings with SEA project personnel, Mexico engineering and surveying counterparts, City real estate personnel, US Border Patrol representatives, US and Mexico Customs representatives, International Boundary and Water Commission, City of Laredo Management Staff, and other governmental liaisons.
4. Communicate with Client through the design process. Provide feedback as needed.
5. Conduct site visits with the Design Team as needed.

Task 2: Utility Coordination and Research

1. KCI crews shall perform Level B, C & D SUE to locate and map horizontal alignment of utilities, and tie to horizontal control.
2. KCI shall perform limited Level A SUE (Up to 8 Test Holes) to tie existing utility elevations to vertical control and determine conflicts.
3. KCI shall prepare and maintain a Utility Conflict Matrix (UCM), and proposed utility relocation plan.
4. KCI shall perform limited utility coordination with all utility owners within the project footprint, conduct 3 general coordination meetings and 2 one on one coordination meetings with each owner.
5. KCI will perform Utility Engineering (UE) services to analyze and determine utility conflicts and assist owners with evaluation of relocation plans with the proposed roadway plans.

Task 3: Schematic Design

1. Work with the Design Team to design a preliminary proposed horizontal & vertical alignment.
2. Provide a detailed horizontal & vertical schematic layout for new bridge as per TxDOT guidelines.
3. Prepare general typical sections associated with the schematic layout.
4. Analyze and review the lighting photometrics based upon the preliminary bridge layout.
5. Review the existing bridge lighting system. Discuss potential for upgrades and improvements.
6. Prepare AGi32 Lighting Model and Photometric Layout for lighting modifications along the existing bridge.
7. Prepare AGi32 Lighting Model and Photometric Layout for proposed lighting along the new bridge, and other roadways.
8. Prepare a preliminary cost estimate.
9. Submit preliminary schematic layout to the Client for review and comment.
10. Review/incorporate comments provided by the Client into layout, general typical sections and cost estimate.

Task 4: Civil Design – 60% PS&E Submittal

1. Review CAD files and schematic design plans provided by the Client.
2. Update the preliminary proposed horizontal alignment and vertical profile.
3. Update general typical sections for the bridge and roadway sections.
4. Prepare a preliminary roadway Design with plan & profile sheets.
5. Conduct drainage calculations and prepare a preliminary drainage design with plan & profile sheets.
6. Prepare drainage area calculations, hydraulic data, and drainage area layout sheets.
7. Prepare preliminary Signing and Pavement Marking sheets.
8. Review bridge and roadway drainage patterns. Prepare preliminary storm drainage plan and profile sheets.
9. Prepare SW3P sheets.
10. Update AGi32 Photometric Layouts as needed.
11. Prepare Illumination Layouts with conduit and conductor schedule, illumination assembly schedule, ground box summary, electrical service meter, and summary of quantities.
12. Coordinate Service Meter with utility company.
13. Prepare a preliminary 3D corridor modeling for new bridge approach, with preliminary cut and fill quantities.
14. Prepare preliminary earthwork cross sections for new bridge approach in a standard TxDOT format.
15. Prepare a preliminary cost estimate with summary quantity sheets.
16. Submit 60% plan sheets and CAD files to the Client for Review and Comment.

Task 5: Civil Design – 90% PS&E Submittal

1. Meet / Discuss the 60% comments with the Client and Design Team.
2. Review/incorporate comments provided by the Client into Plan Set.
3. Update Specifications List and cost estimate based on updated plan sheets.
4. Review bridge design to incorporate electrical lighting design.
5. Update AGi32 Photometric Layouts as needed.
6. Update Illumination Layouts with conduit and conductor schedule, illumination assembly schedule, ground box summary, electrical service meter, and summary of quantities.
7. Prepare specifications and estimate for illumination.
8. Continue coordination of Service Meter with utility company.
9. Submit 90% construction plans to Client for review and comments.

Task 6: Civil Design – 100% PS&E Submittal

1. Meet / Discuss the 90% comments with the Client and Design Team.
2. Prepare final master design files, finalize the 3D corridor modeling, earthwork quantities and submit an electronic copy to the Client.
3. Prepare final typical sections sheets, roadway plan & profile sheets, storm drainage plan and

profile sheets, signing and pavement marking sheets, SW3P sheets and summary of quantity sheets.

4. Update AGi32 Photometric Layouts as needed.
5. Update Illumination Layouts with conduit and conductor schedule, illumination assembly schedule, ground box summary, electrical service meter, and summary of quantities.
6. Update specifications and estimate for illumination.
7. Final Coordination of Service Meter with utility company.
8. Prepare final electrical documents from electrical point source to new street lighting system.
9. Submit final signed and seal construction plans, cost estimate, specifications and bid item list.

Task 7: Construction Phase Services

1. Review/Respond to shop drawings and RFI's provided by the Client.
2. Participate in the Pre-Construction meeting with the Client and Design Team.
3. Attend construction progress meetings through the construction process.
4. Meet with utility company in the field for coordination of service meter location.
5. Upon completion of the construction, review the Contractor's record drawings and notes. Update the 100% plan set with record drawing notes provided by the Contractor.
6. Provide the Client with Record Drawing plan set.

Task 8: Install Survey Control and Monumentation

1. The Surveyor shall prepare horizontal and vertical control sheets providing detailed information about the construction, location, and monumentation of the primary control, which must include:
 - a. An unscaled location map for each primary control point showing the location of the monument in relation to physical features located in the vicinity. The location map must include a north arrow, the monument designation, the monument northing, easting, and elevation.
 - b. Directly below the location map, a text description of the monument including size, material, and construction followed by a description of the location of the monument starting with the county and state followed by a description suitable to locate the monument on the ground.
 - c. Map annotation including a graphic scale bar, north arrow, and a standard TxDOT title block. The title block must contain a section for the district name, county, highway, and CSJ number and contain a section for a Texas registered engineer to sign, seal and date the sheet to include the following statement, "The survey control information has been accepted and incorporated into this PS&E." The required format of the survey control index sheet can be downloaded from the TxDOT website.
 - d. In the title block under the heading "Notes", identification of the horizontal and vertical datum on which the primary control is based with the date of the current adjustment, the surface adjustment factor used, and unit of measure. The Surveyor shall include a note stating that the coordinates are either grid or surface adjusted coordinates.

2. The Surveyor shall prepare and submit the deliverables as specified in individual work authorizations for control surveys. The deliverables might be any combination of the following:
 - a. Maps, plans, or sketches prepared by the Surveyor showing the results of field surveys.
 - b. Computer printouts or other tabulations summarizing the results of field surveys.
 - c. Digital files or media acceptable by the State containing field survey data (ASCII data files).
 - d. Field survey notes, as electronic and hard copies.
 - e. TxDOT Form 2462 for each primary and secondary control point. This form must be submitted in printed format on letter (i.e., A-size) and submitted electronically in PDF format.
 - f. A digital and hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, and survey control data sheets.
 - g. All GEOPAK files and OpenRoads files.
 - h. Survey reports in a format requested by the State.

ASSUMPTIONS, EXCLUSIONS, AND CAVEATS

- This proposal does not include a boundary survey or topographic survey of the property.
- This proposal does not include construction staking or construction inspection.
- This proposal does not include any geotechnical testing and/or proposed pavement designs.
- This proposal does not include any foundation or building designs.
- All drawings and 3D corridors will be done in Open Roads Designer.
- All sheets will be delivered in MicroStation in the standard TxDOT format, 11"x17" sheets and electronic files.
- The project limits for the US side will terminate at a midpoint on the bridge that is coordinated with Mexico.
- All survey control will meet the of accuracy requirements of the State of Texas.
- The Surveyor will comply with the standards of accuracy for control traverses provided in the TxDOT Survey Manual or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.
- Short traverse procedures used to determine horizontal and vertical locations must meet the following criteria:
 - Short traverses must begin and end on horizontal and vertical ground control as described above.
- Structural engineer will provide structural design for electrical pole bases for the lighting.

PAYMENTS

The following fees are for the performance of the Services listed in the Scope of Services above. The fees listed in this section do not cover any Additional Services, or any other services that are not specifically described as part of the Services.

KCI will submit monthly invoices for the Services and Additional Services rendered and the Direct Expenses and Charges incurred. Client agrees to comply with the PAYMENT terms in the General Provisions.

KCI's fee for the Services will be a lump sum of **\$487,800.00** that will be invoiced monthly based on percentage of Services performed for each of Tasks identified in the scope of services. The lump sum fee does not include any City/County fees associated with the performance of the Services.

Fee Summary

| | |
|--|---------------|
| Task 1: Meetings & Coordination | \$ 23,500.00 |
| Task 2: Utility Coordination and Research | \$ 24,700.00 |
| a) Level B, C & D SUE | \$ 24,500.00 |
| b) Level A SUE | \$ 18,500.00 |
| c) Utility Matrix, Plans, UE Services | \$ 35,000.00 |
| d) Utility Coordination Services | \$ 35,000.00 |
| Task 3: Schematic Design | \$ 82,500.00 |
| Task 4: Civil Design – 60% PS&E Submittal | \$ 106,200.00 |
| Task 5: Civil Design – 90% PS&E. Submittal | \$ 47,500.00 |
| Task 6: Civil Design – 100% PS&E Submittal | \$ 27,900.00 |
| Task 7: Construction Phase Services | \$ 21,000.00 |
| Task 8: Install Survey Monumentation and Control | \$ 41,500.00 |
| Total: | \$487,800.00 |

DIRECT EXPENSES AND CHARGES

In addition to the above fees, Client shall also pay KCI the following expenses and charges:

Cost plus 15 percent for fees paid by KCI associated with the filing of applications and permits and for reproductions and prints, special mailings and courier fees as requested or required in KCI's normal performance of the Services.

ADDITIONAL SERVICES

Experience indicates that certain additional services (“Additional Services”) may be appropriate, required, or necessary that KCI cannot presently determine or estimate. For this reason, the fee for Additional Services is not included in the "Fees and Payments" section of this Proposal. Further, the performance of these Additional Services is not included in the Scope of Services unless expressly described in that section of this Proposal.

These Additional Services are the result of many situations and decisions too numerous to include here but two such examples are your decision, or your contractor's, to deviate from current plans or standards, or a reviewing agency/regulator determination. For clarity, Additional Services, for the purposes of this Proposal, include the common understanding and purpose of the terms: extras, change orders, and add-ons.

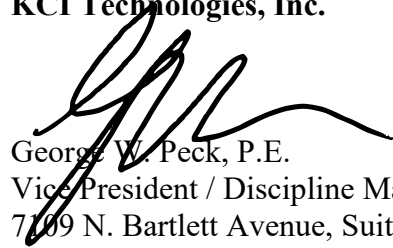
FEES AND PAYMENTS FOR ADDITIONAL SERVICES

Fees and payments for Additional Services shall be in addition to any fees and payments for the Services and shall be billed and paid on the same fee and payment terms described for the Services or as mutually agreed upon in writing when the Additional Services are ordered by the Client.

CONCLUSION

KCI welcomes the opportunity to collaborate with the Structural Engineering Associates, Inc. on the civil plans development for the World Trade Bridge Expansion. The KCI point of contact (“POC”) if you have questions about this Proposal, the General Provisions, or any other attachment is Edward L. Ochoa, PE, SIT, CFM, Senior Project Manager – Laredo Office, who may be contacted at either 956-413-5510 or Edward.Ochoa@kci.com.

Respectfully,
KCI Technologies, Inc.



George W. Peck, P.E.
Vice President / Discipline Manager
7709 N. Bartlett Avenue, Suite 201
Laredo, TX 78041

ACCEPTANCE

By signing this Proposal, you are accepting the Proposal, General Provisions, and any other attachments and, therefore, agreeing to a legally binding contract with KCI Technologies, Inc.

The person executing this contract on behalf of the Client does hereby warrant that he/she has full authority to do so. Unless otherwise identified in Section 18, NOTICES, Client agrees that the person executing this Proposal will be the designated recipient.

This contract will go into effect as of the date of the signature below.

Please provide a copy of the signed contract to the KCI POC.

Name

Title

Date



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

PROFESSIONAL SERVICES AGREEMENT

January 8, 2024

Structural Engineering Associates, Inc.
3838 NW Loop 410
San Antonio, TX 78229

Structural Engineering Associates Authorized Representative: Sidney A. Mielke, P.E.

Subject: World Trade Bridge Expansion Project Phase 2 ("Project")
Additional Tasks – TP&P Projections

KCI Technologies, Inc. ("KCI") is pleased to submit this professional services proposal (the "Proposal") to Structural Engineering Associates, Inc. (SEA) ("Client") for the services (the "Services") described in the Scope of Services section of this Proposal. The Proposal shall be valid for a period of thirty (30) business days from the date above. Acceptance and execution thereafter shall be conditioned on KCI's reaffirmation of the Proposal.

The Proposal includes the General Provisions (see Exhibit A) and all other exhibits attached hereto. If this Proposal is accepted and executed by Client, then the General Provisions and other exhibits, along with this Proposal, shall constitute a complete and legally binding contract between KCI and Client.

SCOPE OF SERVICES

This Proposal is limited exclusively to the Services as described below and anything not expressly described shall be considered expressly excluded from the Services. Any modifications to the Services made after execution of this Proposal will be Additional Services unless otherwise agreed to in writing by both parties.

The Services will be performed at the following:

Location: World Trade International Bridge Port of Entry in Laredo, Texas

KCI's understanding of the Project is to provide TP&P Type C Projection – Methodology Memo for the proposed expansion of the World Trade International Bridge. We understand that KCI will be providing services in coordination with the Client and their Design Team.

KCI proposes to perform the following Services:

Task 9: TP&P Projection Meetings and Coordination

1. Meet / Discuss with Client the project's needs and requirements.
2. Provide project management along with SEA's Design Team.
3. Communicate with Client through the traffic study process. Provide feedback as needed.

Task 10: TP&P Type C Projection Methodology Memo – Preliminary Submittal

Prepare TP&P Type C Projection Methodology Memo – Preliminary Submittal to include the following:

1. Review traffic data provided by the Client.
2. Study Area.
3. Project Background.
4. Site Exhibit.
5. Traffic Data.
6. Growth Rates.
7. K and D Factors
8. Overall Summary.
9. Traffic Volume Opening Year – Base Year 2027
10. Traffic Volume Projections for Years 2047 and 2057.

Task 11: TP&P Type C Projection Methodology Memo – Final Submittal

1. Meet / Discuss the preliminary submittal comments with the Client and Design Team.
2. Review/incorporate comments provided by the Client into Methodology Memo.

ASSUMPTIONS, EXCLUSIONS, AND CAVEATS

- This proposal does not include traffic data collection services.
- This proposal does not include any design, environmental or permit applications.
- This proposal does not include any public agency permit or review fees.
- Report will be delivered in pdf format.

PAYMENTS

The following fees are for the performance of the Services listed in the Scope of Services above. The fees listed in this section do not cover any Additional Services, or any other services that are not specifically described as part of the Services.

KCI will submit monthly invoices for the Services and Additional Services rendered and the Direct Expenses and Charges incurred. Client agrees to comply with the PAYMENT terms in the General Provisions.

KCI's fee for the Services will be a lump sum of **\$38,000.00** that will be invoiced monthly based on percentage of Services performed for each of Tasks identified in the scope of services. The lump sum fee does not include any City/County fees associated with the performance of the Services.

Fee Summary

| | |
|---|--------------|
| Task 9: TP&P Projection Meetings & Coordination | \$ 3,500.00 |
| Task 10: TP&P Type C Projection Methodology Memo Preliminary Submittal | \$ 25,000.00 |
| Task 11: TP&P Type C Projection Methodology Memo Final Submittal | \$ 9,500.00 |
| Total: | \$38,000.00 |

DIRECT EXPENSES AND CHARGES

In addition to the above fees, Client shall also pay KCI the following expenses and charges:

Cost plus 15 percent for fees paid by KCI associated with the filing of applications and permits and for reproductions and prints, special mailings and courier fees as requested or required in KCI's normal performance of the Services.

ADDITIONAL SERVICES

Experience indicates that certain additional services ("Additional Services") may be appropriate, required, or necessary that KCI cannot presently determine or estimate. For this reason, the fee for Additional Services is not included in the "Fees and Payments" section of this Proposal. Further, the performance of these Additional Services is not included in the Scope of Services unless expressly described in that section of this Proposal.

These Additional Services are the result of many situations and decisions too numerous to include here but two such examples are your decision, or your contractor's, to deviate from current plans or standards, or a reviewing agency/regulator determination. For clarity, Additional Services, for the purposes of this Proposal, include the common understanding and purpose of the terms: extras, change orders, and add-ons.

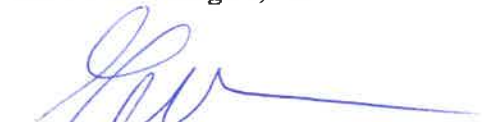
FEES AND PAYMENTS FOR ADDITIONAL SERVICES

Fees and payments for Additional Services shall be in addition to any fees and payments for the Services and shall be billed and paid on the same fee and payment terms described for the Services or as mutually agreed upon in writing when the Additional Services are ordered by the Client.

CONCLUSION

KCI welcomes the opportunity to collaborate with the Structural Engineering Associates, Inc. on the civil plans development for the World Trade Bridge Expansion. The KCI point of contact ("POC") if you have questions about this Proposal, the General Provisions, or any other attachment is Diego A. Leyva, P.E., PTOE. RSP1, Senior Project Manager, who may be contacted at either 210-600-9004 or Diego.Leyva@kci.com.

Respectfully,
KCI Technologies, Inc.



George W. Peck, P.E.
Vice President / Site Civil Service Line Leader
7109 N. Bartlett Avenue, Suite 201
Laredo, TX 78041

ACCEPTANCE

By signing this Proposal, you are accepting the Proposal, General Provisions, and any other attachments and, therefore, agreeing to a legally binding contract with KCI Technologies, Inc.

The person executing this contract on behalf of the Client does hereby warrant that he/she has full authority to do so. Unless otherwise identified in Section 18, NOTICES, Client agrees that the person executing this Proposal will be the designated recipient.

This contract will go into effect as of the date of the signature below.

Please provide a copy of the signed contract to the KCI POC.

Name

Title

Date