

**CITY OF MISSION  
SOLICITATION, OFFER AND AWARD FORM**

**SOLICITATION INFORMATION  
REQUEST FOR QUALIFICATIONS (RFQ)**

<b>1. PROPOSAL NO.: 20-325-09-30</b> <b>2. ISSUE DATE:</b> September 9, 2020 <b>3. FOR INFORMATION CONTACT:</b> (No collect calls) <b>NAME:</b> Eduardo Belmarez, Deputy Assistant/Purchasing Director <b>TELEPHONE:</b> (956) 580-8667 <b>FAX:</b> (956) 580-8798 <b>E-MAIL:</b> <a href="mailto:ebelmarez@missiontexas.us">ebelmarez@missiontexas.us</a>	<b>4. BRIEF DESCRIPTION:</b>  <b>Environmental Clearance, Traffic Engineering Study and Feasibility Study Services for Mission Madero-Reynosa International Bridge Project on both US and Mexico</b>
<b>5. PRE-PROPOSAL CONFERENCE MEETING: (Highly Recommended)</b> **** There WILL be a conference. **** <b>LOCATION:</b> City of Mission City Hall 1201 E. 8 <sup>th</sup> Street Mission, TX 78572 <b>DATE:</b> 09/16/2020 <b>TIME:</b> 10:00 AM CST Zoom Meeting Info: <b>Meeting ID: 220 547 6707</b> <b>Password: 9iY2Y2</b>	<b>6. ADVERTISING DATES:</b>  1 <sup>st</sup> Week of Advertisement Date: __ 09 __ / __ 09 __ / __ 20 __  2 <sup>nd</sup> Week of Advertisement Date: __ 09 __ / __ 16 __ / __ 20 __
<b>7. SUBMIT PROPOSAL TO:</b> <u>Mailing/Hand/Commercial Courier Delivery</u> <b>City of Mission</b> <b>Purchasing Department</b> 1201 E. 8 <sup>th</sup> Street R101 Mission, TX 78572 Proposal # <u>20-325-09-30</u>	<b>8. OFFER SUBMISSION DUE DATE AND TIME:</b>  <b>DATE:</b> September 30, 2020  <b>TIME:</b> 2:00 PM CST
<b>9. No Facsimiles or late arrivals will be accepted.</b> Any proposal received after offer submission due date and time will not be opened and will be returned. City of Mission Purchasing Department time stamp clock will be the governing time for acceptability of bids. Overnight mail must also be properly labeled on the outside of the express envelope or package in reference to RFQ.	
<b>10. SUBMIT WITH OFFER:</b> Original offer and 5 photocopies including documents and attachments so indicated on Page 2 of this form.	
<b>11. Offers submitted in response to an RFB will be opened publicly by The City of Mission Purchasing Department, immediately after the submission due date and time. Offers submitted in response to an RFP will NOT be publicly opened.</b>	
<b>12. FIRM OFFER PERIOD:</b> Offers submitted shall remain firm for a period of 60 calendar days from the final due date for proposals.	
<b>13. NOTE:</b> For Invitation for Bids, "offer" and "offeror" mean "bid" and "bidder".	
<b>OFFER</b> (To be completed by Offeror)	
<b>14. In compliance with the above, the undersigned agrees, if this offer is accepted within the period specified in Block 12, above, to furnish any or all items, or provide the service(s), upon which prices are negotiated and agreed for service, and to deliver the item(s) and or perform the service(s) at the designated location(s) within the time specified.</b>	
<b>15. FIRM NAME, ADDRESS:</b> (Type or Print)     <b>TELEPHONE:</b> <b>E-MAIL:</b> <b>CELL PHONE:</b> <b>FAX:</b>	<b>16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN THE OFFER:</b> (Type or Print)   <b>17. OFFEROR SIGNATURE &amp; DATE:</b>
<b>AWARD</b> (To be completed by City of Mission)	
<b>18. TOTAL AMOUNT OF AWARD:</b>	
<b>19. PURCHASING DIRECTOR SIGNATURE &amp; DATE OF AWARD:</b>	
<div style="display: flex; justify-content: space-between;"> <span>Name: _____</span> <span>Signature: _____</span> <span>Date: __/__/__</span> </div>	

## SOLICITATION INDEX

### 20. CONTENTS: (DOCUMENTS WITH A YES ARE TO BE SUBMITTED WITH OFFER)

	NAME	FORM DESCRIPTION	SUBMIT WITH OFFER?
●	Cover Sheet	Solicitation, Offer and Award Form (Complete in its entirety to include Sign and Date)	YES
●	Instructions to Bidders	General Terms & Conditions	YES
		Firms Proposal	YES
		Insurance Certificate	NO
●	Schedule of Subcontractor(s)/Subconsultant(s)	Attachment #1	YES
●	Non-Collusive Bidding Certificate	Vendor Acknowledgement Form	YES
●	Price Proposal	Firm Fixed Lump Sum Proposal	NO
●	Addenda Checklist & Addendums	Confirmation Receipt of Addendum(s)	YES
●	Disclosure of Interested Parties	Certificate	NO
●	Additional Responsibility Criteria & Bidder's General Questionnaire	General Questions (Supporting Documentation)	YES
●			
●			

### 21. ACKNOWLEDGMENT OF ADDENDUMS:

Offeror acknowledges receipt of the following addendum(s) to the solicitation:

(Identify addendum number and date of each.)

ADDENDUMS #	DATE	ADDENDUMS #	DATE

**City of Mission**  
**Instructions to Proposer – General Terms & Conditions**  
**RFQ Name/No.: Environmental Clearance, Traffic Engineering Study and Feasibility Study Services**  
**for Mission Madero-Reynosa International Bridge Project on both US and Mexico / 20-325-09-30**

The City of Mission is soliciting statements of qualifications (“Qualifications”) from professional firms (“Respondents”) for selection of **Environmental Clearance, Traffic Engineering Study and Feasibility Study Services for Mission Madero-Reynosa International Bridge Project on both US and Mexico** in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications. This Request for Qualifications (“RFQ”) provides Respondents with the information necessary to prepare and submit Qualifications Statements for consideration by the City.

**(1) Introduction and Purpose of Solicitation**

The City of Mission, Texas is seeking qualifications from experienced firms for **Environmental Clearance, Traffic Engineering Study and Feasibility Study Services for Mission Madero-Reynosa International Bridge Project on both US and Mexico**, as specified by the City. The selected professionals will be properly licensed in the State of Texas.

In accordance with Section 2254.004 of the Government Code of the State of Texas, the City shall make the selection on the basis of demonstrated competence and qualifications to perform the services for the project throughout the term of the contract. The services shall be provided for a fair and reasonable price and not to exceed any maximum established by law. Negotiations will be initiated with the providers judged most highly qualified to attempt to arrive at a fair and reasonable price. If a satisfactory contract cannot be negotiated with that provider, negotiations will be formally concluded, and an attempt will be made to negotiate a satisfactory contract with the provider judged the next highly qualified. If the negotiations with this provider are not successful, the process will be repeated until a satisfactory contract is entered into.

**(2) Type of Business**

(a) The Proposer represents as part of its offer that it operates as (Mark one with an "X"):

- |  |  |
|--|--|
| <input type="checkbox"/> an individual         | <input type="checkbox"/> a sole proprietorship |
| <input type="checkbox"/> a partnership         | <input type="checkbox"/> a corporation         |
| <input type="checkbox"/> another entity _____. |  |

**(3) Interest of Public Officials**

The offeror represents and warrants that no employee, official, or member of the Council (Executive Committee) of the City is or will be pecuniarily interested in or benefited directly or indirectly as a result of this contract.

**(4) Covenant Against Gratuities**

The offeror represents as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the City with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

**(5) Submission of Proposals**

(a) Proposals and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and submitted to the Purchasing Director of the City of Mission at the address specified in the solicitation. The proposer shall show the hour and date specified in the solicitation for receipt of Proposals, the solicitation number, and the proposer's name, address, and telephone number on the face of the envelope or carton.

(b) Telegraphic Proposals will not be considered unless authorized by the solicitation; however, Proposals may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt of Proposals.

(c) Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the City. If not destroyed by testing, samples will be returned at the proposer's request and expense, unless otherwise specified in the solicitation.

(d) Each copy of the proposal shall include the legal name of the proposer and a statement whether the proposer is a sole proprietorship, a corporation, or any other legal entity. A proposal from a corporation shall further give the state of incorporation and have the corporate seal affixed to it.

**(6) Acknowledgement by Signature**

Proposals must give full firm name and address of proposer, and be manually signed. Failure to do so will disqualify your proposal. **Person signing proposal must show title or CITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information.**

**(7) Pre-Proposal Conference and Questions Concerning the Solicitation**

(a) A pre-proposal conference is scheduled for all interested parties to discuss the Request for Qualifications (RFQ) requirements, if so indicated on the Solicitation, Offer and Award Form. Details concerning the conference date, time and location are also provided.

(b) Questions and requests for clarification relating to this solicitation, shall be submitted in writing, to the contact person identified in the Solicitation, Offer and Award Form by mail, facsimile or commercial courier, at least three (3) working days in advance of the scheduled conference to allow sufficient time for responses to be considered and prepared by the City. Questions concerning the solicitation that are not addressed at the conference, if one is held, shall be submitted in writing no later than five (5) working days in advance of the offer submission due date and time, which is the minimum time required for the City's reply to reach offerors before the offer submission due date and time, as required by the "Acknowledgement of Amendments to the Invitations for Proposals" clause. Questions received less than five (5) working days in advance of the offer submission due date and time will be responded only if the City determines that the question and its response would have a material and substantive impact on the solicitation.

**(8) Explanation to Proposers**

Any explanation desired by a proposer regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing from the City's authorized representative and with sufficient time allowed for a reply to reach Proposers before the submission of Proposals. Oral explanations or instructions given before the award of any contract, at any pre-proposal conferences or otherwise, will not be binding on the City. Any information given to a proposer concerning an interpretation of the solicitation will be furnished to all Proposers as an amendment to the solicitation, if such information is necessary to Proposers in submitting Proposals on the solicitation or if the lack of such information would be prejudicial to uninformed Proposers.

**(9) Acknowledgment of Addendums to Request for Qualifications**

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Proposers shall acknowledge receipt of any addendums to this solicitation: (1) by signing and returning the addendums; or (2) by identifying the addendums number and date in the space provided for this purpose on the RFQ form; or (3) by letter or telegram. The City must receive the acknowledgment by the time and at the place specified for receipt of Proposals.

**(10) Alter or Amend**

Proposals **cannot** be altered or amended after opening time. Alterations made before opening time must be initialed by proposer guaranteeing authenticity. No proposal may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Mission.

**(11) Non-collusion**

Respondents, by submitting a signed qualifications statement, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

**(12) Non-discrimination**

Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the firm.

**(13) Respondent Default**

City reserves the right, in case of submitter defaults, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

**(14) Subcontracting**

The successful submitter may not subcontract the award without the written consent of the City of Mission.

**(15) Communication with Evaluation Team Members**

Firms submitting qualifications shall not discuss this RFQ with employees of City of Mission or City Council Members. The only discussions allowed will be at the scheduled interview, if held, if your firm is selected for an interview. Failure to abide by this requirement may result in disqualification.

**(16) Respondents Are Not To Provide a Fee Proposal with This Submittal**

The fee will be negotiated in accordance with the Professional Services Procurement Act, (Tex. Govt. Code Ann. 2254.001), et seq.

**(17) Responsibilities of Firm**

Firm agrees to and shall perform and complete the professional services and specific tasks required by City in connection with the Project in strict accordance with the Scope of Service.

Firm shall perform its services consistent with the professional skill and care ordinarily provided by professional firms practicing in the same or similar locality under the same or similar circumstances. The firm shall perform its services as expeditiously as is consistent with such professional skill and care and to ensure the orderly progress of the Project.

Firm shall identify a representative authorized to act on behalf of and bind the firm with respect to the Project.

Except with City's knowledge and consent, firm shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise firm's professional judgment with respect to the City Project.

The firm shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. The firm shall immediately notify the City of Mission of any suspension, revocation, or other detrimental action against any such license.

The firm shall maintain the insurance and endorsements required in this Section in full force and effect at all times during the term of this Agreement and any extensions thereto.

**(18) Contents of Proposal**

The following will be required for the evaluation process. The City will require **five (5) copies** of the proposals from all interested firms. Each proposal must address, but may not be limited to, the following elements:

1. Firm name, including the addresses of all firm offices identifying in which office the work will be performed. Names position, phone, fax numbers of contact person(s) and Qualifications of Team projected to be involved with the project development; years firm has been in business.
2. Include appropriate state registrations.
3. Include a portfolio of past work such as a list of relevant projects and clients (include contact person and phone

numbers) that may be contacted for references and verification of background. A listing of at least three related projects to contain dates, facility size, construction cost, engineering fee, and the names, addresses and phone numbers of representatives of the Owners of these projects who can be contacted as references.

4. Names of principals in the firm
5. Names and disciplines of sub consultants (if any) proposed for the project.
6. Listing of all pending litigation against or involving the firm or its agents or employees with respect to any work performed.
7. Amount of professional liability insurance coverage carried by your firm.
8. Name and phone number of person to contact at the banking institution where you're firm does business.
9. Responsiveness of Submissions: The City wants to receive competitive submissions, but will declare "non-responsive" submissions that fail to meet significant requirements outlined in the proposal requirements.

#### **(19) Evaluation and Selection of Proposals:**

##### **General:**

- (a) Proposer(s) are required to respond to this RFQ with a qualifications proposal. City of Mission's Evaluation Committee will evaluate proposals found to be responsive and responsible.
- (b) In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the Request for Qualification, and the City of Mission must be able to determine that the proposer is responsible to perform the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of the solicitation. Proposals which do not comply with all the terms and conditions of this solicitation may be rejected as nonresponsive. A Proposer may, at any time after the submission of the Proposal, be requested to submit further written evidence verifying that the firm(s) meets the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected.
- (c) To enhance the comparability and facilitate evaluation, all proposals must be organized addressing each of the evaluation criteria as set forth in the section entitled "Evaluation Criteria". **The Evaluation Committee may reject proposals if found to be in an unorganized manner.** An Evaluation Committee will evaluate all proposals submitted for this project.

#### **(20) Adjective Scoring Ratings**

Each criterion will be rated using the Adjectival **Scoring Method** as follows:

##### **Definition of Adjective Rankings:**

- |                      |   |
|----------------------|---|
| <b>Outstanding:</b>  | Satisfies all of the agency's requirements, with extensive detail indication a feasible approach & a thorough understanding of the project. The proposal has numerous significant strengths that are not offset by weaknesses. Meets or exceeds specified performance or capability evaluation standards required under the technical provisions in a beneficial way to the City of Mission. <b>The proposal has an overall low degree of risk.</b> |
| <b>Good:</b>         | Satisfies all of the City's requirements, with adequate detail of feasible approach & an understanding of the project. The proposal has some significant strengths or numerous minor strengths that are not offset by weaknesses. <b>The proposal has an overall low to moderate degree of risk.</b>  |
| <b>Acceptable:</b>   | Proposal satisfies all of the City's requirements, with minimal detail indicating a feasible approach and a minimal understanding of the project. <b>The proposal has an overall moderate to high degree of risk.</b>   |
| <b>Marginal:</b>     | Proposal satisfies all of the City's requirements, with a minimal detail indicating a feasible approach and a minimal understanding of the project. <b>The proposal has an overall high degree of risk.</b>   |
| <b>Unacceptable:</b> | Proposal contains at least one major error, omission, or deficiency that indicates a lack of understanding of the project. The approach cannot be expected to meet requirements or involves a   |

very high risk. None of these conditions can be corrected without a major rewrite or proposal revision. Fails to meet an acceptable evaluation standard and the deficiency is uncorrectable. Firm lacks essential information to support a proposal.

**A rating of – Acceptable is required to be eligible for award consideration. Offeror is cautioned to be aware of this standard when preparing your Proposal.**

**(21) Definitions for Technical Evaluation:**

- Clarifications:** Communications with an offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Unlike discussions, clarifications do not give the offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistake results in revisions.
- Discussions:** Oral or written communications including negotiations between the Authority and an offeror (other than clarifications) that; involves information essential for determining the acceptability of the proposal or to cure identified defects in the proposal.
- Deficiencies:** Defects in the proposal which preclude acceptance. Involves any part of the Offeror's proposal which would not satisfy the City's minimum requirements established in the solicitation. Included failures to meet specifications, submit information, or questionable technical or management approaches. Items disclosed during discussions, evaluated in two categories: material-basis for rejection because further discussions would be meaningless; curable –may be corrected by clarifications or discussions and brought into the competitive range.
- Weakness:** Includes ambiguities, lack of complete descriptions, errors in interpretation, omissions of essential information, inadequate information, all of which are considered curable in discussions. An excessive number of clarifications may in itself constitute a weakness.
- Strengths:** Elements of the proposal that meet or exceed the minimum requirements of the solicitation and provide an identified benefit to the City.

**(22) Evaluation of Qualifications:**

The City of Mission **representatives** will review and evaluate Qualifications using the **Adjectival Scoring Method**. The evaluation of Qualifications shall be based on criteria described below. All Qualifications will be evaluated as a whole, and the City of Mission may invite one or more of the most highly qualified Respondents to attend a formal interview, if necessary. The interview will allow the invited Respondents to further discuss their qualifications with the City, and to respond to questions from the City. It is the intent of the City of Mission via this Request for Qualifications (RFQ) to identify the most qualified firm through open and honest dialogue with Top Proposer(s) giving proposer(s) the opportunity to adapt their initial offering and/or giving the City the opportunity to modify its initial requirements in order to reach a mutually beneficial partnership. The Evaluation Committee will present the evaluation results to City Council for contract award consideration and execution based on the evaluation criteria and the outcome of the negotiations.

**(23) Evaluation Criteria**

The following criteria will generally be used to evaluate proposals:

**a) Experience of Personnel**

Professional qualifications of individuals (including subcontracted personnel) to perform the Environmental Clearance, Traffic Engineering Study and Feasibility Study Services for Mission Madero-Reynosa International Bridge Project on both US and Mexico. Capacity will be evaluated in the terms of numbers and type of staff to be assigned, staff experience, and staff time availability. The City will review the background and experience of the personnel in working with federal, state, and local government entities, and other political subdivisions; recent international bridge experience with passenger vehicles, trucks, and rail in the last five (5) years within the US/Mexico corridor to include the Lower Rio Grande Valley; experience in successfully obtaining permitting (*U.S. Coast Guard (USCG)*, *U.S. Section of the*

*International Boundary and Water Commission (USIBWC), etc.); recent experience in obtaining a presidential Finding of No Significant Impact (FONSI) for Environmental Assessment (EA) for international bridge projects; experience in the preparation of presidential permits; coordination with Mexican agencies; preparation of financial plans; and railroad coordination. The prospective firm shall supply a list of staff personnel, including subcontractors, to be utilized in carrying out the services, and resume on each individual expected to be assigned to perform the service.*

What challenges have you had on similar environmental assessment projects? How did your team overcome them?  
How available is your staff to talk through project progress to ensure requirements are being met?

**b) Team Members**

To identify the personnel the firm proposes to commit on a day-to-day basis and evaluate the specific qualifications of these individuals.

How involved in the assessment will your more tenured and experienced staff members be?  
What challenges have you had on similar projects? How did your team overcome them?

**c) Approach**

To assess the approach and methodologies to bring the project to successful completion, and how it relates to recent / similar experience.

What checks and balances are in place to ensure that the assessment is accurate and thorough?  
What actions do you take to correct and compensate for any mistakes made throughout the assessment?

**d) References**

To demonstrate client satisfaction and the candidate's familiarity with the required experience and expertise; references must include at a minimum five (5) years of international bridge projects; preference is given to those projects located in the Lower Rio Grande Valley, Texas.

What percentage of your clients return to you for future environmental assessment and planning needs? What other resources have you offered your clients beyond the scope of service?

**e) Financial Condition**

To demonstrate the firm's financial condition. Must include current financial statements along with 3 bank references. (must supply).

What cost savings methods would you propose to the City? What funding sources would you propose for future project development?  
What contingencies are built into your services?

**(24) Evaluation and Basis for Award**

(A) One Award

One contract award is anticipated under this solicitation. Multiple contract awards shall not be made. The contract will be awarded to the most highly qualified firm. A written award (or acceptance of proposal) which is mailed, telegraphed, or otherwise furnished to the successful proposer within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract without further action by either party.

**(25) Proposed Cost of Service**



Compensation for services will be negotiated for a fair and reasonable rates or cost in accordance with industry cost principles and with accepted practice and applicable program guidelines. The amount of compensation may not be higher than the recommended practices and fees published by the applicable professional associations. The method of payment to the selected firms shall be on fixed percentage. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

**(26) Independent Firm**

The Firm at all times shall be an independent firm. The Firm shall be fully responsible for all acts and omissions of its employees, subfirms, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subfirm or supplier of the Firm and the City by virtue of this contract. No provision of this contract shall be for the benefit of any party other than the City and the Firm.

**(27) Confidential Data**

Each proposer may clearly mark each page of the proposal that contains trade secrets or other confidential commercial or financial information which the proposer believes should not be disclosed outside the City. Disclosure of requested information will be determined in accordance with the Texas Open Records Act.

**(28) Cancellation of Solicitation**

This solicitation may be cancelled by the City before or after receipt of Proposals (as applicable).

**(29) Removal of Contract Personnel**

- (a) The Firm and any subfirm acknowledge that any person assigned to work under this Contract must perform their duties so as to not unduly impair contract performance. By assigning a person to work under this Contract, the Firm agrees to be responsible for the behavior of that person during contract performance.
- (b) The Firm acknowledges that the City has the right to require the removal of any Firm or subfirm employee that the Engineer, Project Manager, or Purchasing Director determine, at their sole discretion, to be negatively effecting performance of work under the contract. Examples of such behavior include: (1) conduct which poses a threat to the safety of anyone working under the contract; (2) conduct which is disruptive to contract performance; (3) careless work performance; and (4) other behavior determined by one of the three (3) project officials to be objectionable or unduly hindering contract performance.
- (c) Upon receipt of written notice from the Purchasing Director that a person's behavior is unduly impairing contract performance, the Firm agrees to remove that person from doing any further work on the contract, and to cause that person to be removed from the worksite. The Firm agrees that it is not entitled to any additional costs it may incur as a result of the removal of the person named by the Purchasing Director.

**(30) Discrepancies or Omissions**

**Proposer shall carefully examine the proposal forms, general terms and conditions, and scope of service.** Should the proposer find discrepancies in, or omissions from proposal forms, general terms and conditions, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Department (Mission City Hall, (956) 580-8667) and Engineer and obtain clarification by addendum prior to submitting any bid.

**(31) Compliance with Federal, State and Local**

Proposers must comply with all applicable federal, state and local laws, rules, regulations and ordinances and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

**(32) Indemnification**

The proposer agrees to indemnify and save harmless the City, the Purchasing Director and any assistants from all suits and actions of every nature and descriptive brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Director, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

**(33) BILLING AND PAYMENT INSTRUCTIONS:**

The City of Mission will execute payment by mail within thirty (30) working days after each percentage of work has been completed and found to meet specifications for **“Environmental Clearance, Traffic Engineering Study and Feasibility Study Services for Mission Madero-Reynosa International Bridge Project on both US and Mexico”** as indicated below.

(a) Invoices may be submitted once per month to and shall conform to policies or regulations adopted from time to time by the City. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and purchase order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to the City under the terms of the contract; (4) evidence of the acceptance of the supplies or services by the City; (5) unique traceable invoice number(s); and (6) any other information necessary to demonstrate entitlement to payment under the terms of the contract. Failure to provide the above critical information may result in the rejection and return of the invoice for resubmission with complete data.

(b) Subject to the withholding provisions of the contract, payment shall be made within 30 days after the City's receipt of a properly prepared invoice.

**(34) Submission of Schedule of Subfirm(s)/Subconsultant(s)**

Each offeror should include with proposal a completed Schedule of Subfirm(s)/Subconsultant(s) form provided as Attachment 1 to General Terms and Conditions with their offer. The contents of the form may be a factor used in determining an offeror's responsibility.

**(35) Duty to Inform**

If, at any time during the performance of the contract the Firm becomes aware of an actual or potential problem, fault, or defect in the project or any non-conformance with any contract document, federal, state or local law, rule, or regulation, the Firm shall give immediate written notice thereof to the Engineer. If the Firm is aware of any such problem, fault, defect or non-conformance, or should be aware through proper diligence of any such problem, fault, defect or non-conformance, and the Firm fails to give the required notice, the Firm shall assume full responsibility therefore and shall bear all costs attributed thereto.

**(36) Insurance Requirements for Supply/Services and/or Construction**

(a) Required Coverage. Awarded firm shall, at all times during the term of this contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of the City of Mission and the firm with limits of liability not less than those specified below.

Commercial General Liability insurance or its equivalent, **listing City of Mission as an additional insured**, providing limits of not less than \$1,000,000 for bodily injury and property damage per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims arising out of the services, construction, etc. provided with a general aggregate of \$500,000, and a products and completed operations aggregate of \$1,000,000. Coverage should include: Damaged to rented premises at a minimum of \$100,000 per occurrence. There shall not be any policy exclusions or limitations for the following as well:

Contractual Liability covering Firm's obligations herein  
Personal Injury Advertising Liability  
Medical Payments

Fire Damage Legal Liability  
Broad Form Property Damage  
Liability for Independent Firms

(b) Automobile liability insurance policy with combined single limit of at least Five Hundred Thousand Dollars (\$500,000.00) per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act.

(c) Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

(d) A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of City consistent with potential exposure of City under the Texas Tort Claims Act;

(e) Workers' Compensation and Employers' Liability- insurance is equivalent to State of Texas Workers' Compensation Statutory Limits, providing limits of not less than \$1,000,000 for each accident, each disease per employee \$1,000,000, and policy limit of no less than \$1,000,000. There shall not be any policy exclusions or limitations.

(f) Certificates of Insurance. Before commencing execution of this contract, and within 7 calendar days from date of award of contract, the Firm shall furnish Original proof of insurance via Certificates of Insurance satisfactory to the City of Mission at the following addresses,

City of Mission  
Eduardo Belmarez, Deputy Assistant/Purchasing Director  
1201 E. 8<sup>th</sup> Street  
Mission, TX 78572  
RFQ # 20-325-09-30

evidencing that insurance as required by paragraph (a) above is in force, stating policy number dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to the City shall be in a form and content acceptable to the City.

(g) Approval of Forms and Companies. All coverage described in this contract shall be in a form and content satisfactory to the Purchasing Director. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies with a Best's rating of A- or better. Please include proof of such rating with your coverage documents.

(h) Additional Insured Endorsement. The policy or policies providing Commercial General Liability, and as otherwise required above, shall be endorsed to name City of Mission, their directors, officers, representatives, agents, and employees as Additional Insurers with respects to operations performed by or on behalf of the Firm in the performance of this contract via ISO endorsements CG 2037 or its equivalent. The policy shall also be endorsed to name other interests as directed by City of Mission.

(i) Notice of Cancellation or Material Changes. Policies and/or Certificates shall **specifically** provide that a thirty (30) day notice of cancellation, non-renewal, or material change be sent to the City.

(j) Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess, or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.

(k) Deductibles. Companies issuing the insurance policies and the Firm shall have no recourse against the City for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Firm.

(l) Subfirms. If any part of the work is sublet, the Firm shall require any and all subfirms performing work under this contract to carry General Liability and Products, and Construction Liability Insurance, with limits of liability that Firm shall deem appropriate and adequate to protect the interests of the City. In the event a subfirm is unable to furnish insurance in accordance to section (a) above, the Firm shall endorse the subfirm as an Additional Insured. Insurance certificates for subfirms shall be furnished to the City of Mission upon request.

(m) No Release. The carrying of the above-described coverage shall in no way be interpreted as relieving the Firm of any other responsibility or liability under this agreement, or any applicable law, statute, regulation, or order.

**(37) Municipality's Right to Carry Out the Work**

If the firm fails or refuses to carry out all or any part of the work in accordance with the contract requirements or within the contract schedule and fails or refuses to correct such deficiency within seven (7) days of receipt of written notice thereof from the City of Mission, the City, in its sole discretion and without waiving any other rights it may have, may elect to correct such deficiencies and charge the firm the cost of such corrections. Nothing in this clause shall relieve the firm of its obligation to perform the remainder of the work in accordance with the contract.

**(38) Governing Law**

The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then federal common law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue for any action shall lie exclusively in Hidalgo County, Texas. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

**(39) Title to Submittals**

All information, drawings, or other submittals required to be furnished by the firm to the City under this contract shall become the property of the City.

**(40) Disclosure of Interested Parties**

Contractor is to comply with Government Code Section 2252.908 enacted by H.B. 1295, which prohibits a government entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. For more information go to the Texas Ethics Commission web page at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**(41) Default**

(a) If the firm refuses or fails (i) to commence the work within the time required by this contract, (ii) to prosecute the work or any separable part with the diligence that will ensure its completion within the time specified in this contract, including any extension, (iii) to provide sufficient and properly skilled workmen or proper materials or equipment to complete the work in an acceptable manner and without delay, (iv) to promptly pay its subfirms, laborers, and materialmen, (v) to perform any of its other obligations under this contract, or (vi) to complete the work within the time specified in this contract ("events of default"), the City may, by written notice to the Firm, terminate the right to proceed with the work (or the separable part of the work). In this event, the City may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Firm and its sureties shall be liable for any damage to the City resulting from events of default, whether or not the Firm's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City in completing the work.

(b) The Firm's right to proceed shall not be terminated because of delays nor the Firm charged with damages under this clause, if --

(1) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Firm (examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the City in either its public or contractual capacity, (iii) acts of another Firm in the performance of a

contract with the City, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subfirms or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Firm and the subfirms or suppliers); and

- (1) the Firm, within 10 days from the beginning of any delay (unless extended by the Purchasing Director), notifies the City Engineer or Purchasing Director in writing of the causes of delay. The Purchasing Director shall ascertain the facts and the extent of the delay. If, in the judgment of the City staff, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Purchasing Director shall be final and conclusive on the parties but subject to appeal.

(c) If, after termination of the firm's right to proceed, it is determined that the Firm was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City.

(d) The rights and remedies of the City in this clause are in addition to any other rights and remedies provided by law or under this contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this contract.

#### **(42) Termination for Convenience**

The Purchasing Director may, whenever the interests of the City so require, terminate this contract, in whole or in part, for the convenience of the City. The Purchasing Director shall give written notice of the termination to the Firm specifying the part of the contract terminated and when termination becomes effective.

(a) The Firm shall incur no further obligations in connection with the terminated work, and, on the date set in the notice of termination, the Firm will stop work to the extent specified. The Firm shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Firm shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Purchasing Director may direct the Firm to assign the Firm's right, title, and interest under terminated orders or subcontracts to the City. The Firm must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(b) The Purchasing Director may require the Firm to transfer title and deliver to the City in the manner and to the extent directed by the Purchasing Director: (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the City. The Firm shall, upon direction of the Purchasing Director, protect and preserve property in the possession of the Firm in which the City has an interest. If the Purchasing Director does not exercise this right, the Firm shall use its best efforts to sell such supplies and manufacturing materials.

(c) The City shall pay the Firm the following amounts:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of --

(i) the cost of this work;

(ii) a sum, as profit on (i), above, determined by the Purchasing Director to be fair and reasonable; however, if it appears that the Firm would have sustained a loss on the entire contract had it been completed, the Purchasing Director shall allow no profit under this subparagraph

(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including --

(i) accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

- (ii) the termination and settlement of subcontracts (excluding the amounts of such settlements); and
- (iii) storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(3) The total sum to be paid the Firm under this subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Firm reduced by the amount of payments otherwise made, the proceeds of any sales of construction, supplies, and construction materials under this subparagraph, and the contract price of work not terminated.

#### **(43) Termination for Default**

(a) The City may, subject to the provisions of paragraph (c) below, by written notice of default to the Firm, terminate the whole or any part of this contract in either one of the following circumstances:

(1) if the Firm fails to make delivery of the supplies or to perform the service within the time specified herein or any extension thereof; or

(2) if the Firm fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Director may authorize in writing) after receipt of notice from the Purchasing Director specifying such failure.

(b) In the event the City terminates this contract in whole or in part as provided in paragraph (a) of this clause, the City may procure, upon such terms and in such manner as the Purchasing Director may deem appropriate, supplies or services similar to those so terminated, and the Firm shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Firm shall continue the performance of this contract to the extent, if any, it has not been terminated under the provisions of this clause.

(c) Except with respect to defaults of subfirms, the Firm shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Firm. Such causes may include, but are not restricted to, the following: acts of God or of the public enemy, acts of the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; provided, however, in every case the failure to perform must be beyond the control and without the fault or negligence of the Firm. If the failure to perform is caused by the default of a subfirm and if such default arises out of causes beyond the control of both the Firm and subfirm and without the fault or negligence of either of them, the Firm shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subfirm were obtainable from other sources in sufficient time to permit the Firm to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the City, in addition to any other rights provided in this clause, may require the Firm to transfer title and deliver to the City in the manner and to the extent directed by the Purchasing Director (i) any completed supplies and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Firm has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Firm shall, upon direction of the Purchasing Director, protect and preserve property in possession of the Firm in which the City has an interest. Payment for completed supplies delivered to and accepted by the City shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the City and for the protection and preservation of property shall be in an amount agreed upon by the Firm and Purchasing Director. Failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the Disputes Clause of this contract. The City may withhold from amounts otherwise due the Firm for such completed supplies or manufacturing materials such sum as the Purchasing Director determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Firm was not in default or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be those provided in the Termination for the Convenience of the City Clause hereof. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the Disputes Clause of this contract.

(f) The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this contract.

(g) As used in paragraph (c) of this clause, the terms "subfirm" and "subfirms" mean subfirm(s) at any tier.

**(44) Conflict of Interest Certification**

By submission of this offer, I certify that:

(a) I have read and understand the General Provisions clause entitled "Interest of Public Officials" that will be incorporated into any contract resulting from this solicitation. I further understand that the pecuniary interest in that clause includes employment relationships.

(b) I understand the City has an internal conflict of interest policy for its employees that includes as an actual or possible conflict of interest whether or not a member of the employee's immediate family works for a firm doing, or seeking to do, business with the City.

(c) Mark one with an "X":

☐ To the best of my knowledge and belief, no employee of my firm is related to a City employee; or

☐ An employee of my firm is related to an City employee and a letter to the Purchasing Director explaining that relationship is attached.

(d) The requirements of this certification have been passed through to all first-tier subfirms or subconsultants anticipated to be used at the time of the submission of my offer.

\*\*\*\*\*  
**SIGNATURE BLOCK FOR ALL  
REPRESENTATIONS & CERTIFICATIONS**  
\*\*\*\*\*

NAME OF OFFEROR & ADDRESS (INCLUDE ZIP &PHONE)

SIGNATURE:

TYPE NAME:

DATE:

OFFERORS MUST SET FORTH FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING THIS ATTACHMENT). FAILURE TO DO SO MAY RENDER THE OFFER NONRESPONSIVE OR UNACCEPTABLE.

A FALSE STATEMENT IN ANY OFFER SUBMITTED TO THE CITY MAY BE A CRIMINAL OFFENSE IN VIOLATION OF SECTION 37.10 OF THE TEXAS PENAL CODE.

**CITY OF MISSION**  
**Attachment 1 to General Terms and Conditions - Schedule of**  
**Subfirm(s)/Subconsultant(s)**

Offerors should provide information on **all** of their prospective subfirm(s)/subconsultant(s) who submit Proposals/proposals in support of this solicitation. Use additional sheets as needed.

**Project Name: “Environmental Clearance, Traffic Engineering Study and Feasibility Study Services for Mission Madero-Reynosa International Bridge Project on both US and Mexico” Solicitation Number: RFQ No: 20-325-09-30**

**Name of Prime Firm:** \_\_\_\_\_

NAMES AND ADDRESSES OF SUBFIRM(S)/SUBCONSULTANT(S)	TYPE OF WORK TO BE PERFORMED	MINORITY OR WOMAN FIRM? (Check all that apply)	PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS
NAME: ADDRESS:  PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK:   AGE OF FIRM:	YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/>	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.
NAME: ADDRESS:  PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK:   AGE OF FIRM:	YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/>	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.
NAME: ADDRESS:  PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK:   AGE OF FIRM:	YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/>	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.
NAME: ADDRESS:  PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK:   AGE OF FIRM:	YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/>	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.
NAME: ADDRESS:  PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK:   AGE OF FIRM:	YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/>	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.
NAME: ADDRESS:  PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK:   AGE OF FIRM:	YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/>	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.

Name/Title of Person completing this form: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



**City Of Mission**  
**Vendor Acknowledgment Form - Non-Collusive Bidding Certification**  
**Bid Name/No.: “Environmental Clearance, Traffic Engineering Study and Feasibility Study Services for Mission**  
**Madero-Reynosa International Bridge Project on both US and Mexico”/ 20-325-09-30**

I/We have read instructions to proposer and specifications. My/Our proposal conforms to all proposal scope of service, conditions, and instructions as outlined by *CITY OF MISSION*.

Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF MISSION for item(s) awarded to our company. I/We have read instructions to proposer and specifications.

The undersigned Proposer, by signing and executing this proposal, certifies and represents to the CITY OF MISSION that Proposer has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the CITY OF MISSION concerning this proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF MISSION in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; the Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF MISSION in connection with information regarding this proposal, the submission of this proposal, the award of this contract or the performance, delivery or sale pursuant to this proposal.

Date: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**Note: This form, along with the Execution of Offer, must be filled in and submitted with the sealed proposal.**

**GENERAL BUSINESS QUESTIONNAIRE**  
(SUPPLIES, SERVICES AND CONSTRUCTION)

This questionnaire, the requested list of references and the authorization to release financial information are used in part to assist in determining a potential contractor's responsibility. Offerors shall submit the General Business Questionnaire information within two (2) work days from the date of notification by the City, or with the offer, if so indicated in the Table of Contents page 2 of the Solicitation, Offer and Award Form. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

City of Mission reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire or the authorization form should be directed to the contact person identified on the Solicitation, Offer and Award Form. In cases where a question does not apply or if unable to respond, offeror should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Offeror will explain the reason when responding N/A or N/R.

1. Name of Offeror ("Business"): \_\_\_\_\_
2. List name(s) and business address of officers and directors for corporations, partners for partnerships, and venturers for joint ventures (attach additional pages as necessary).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Number of years in business under present business name: \_\_\_\_\_
4. If applicable, list all other names under which the Business identified above operated in the last 5 years.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Annual Gross Revenue (Past year): (M represents millions, K represents thousands)  
☐\$100K or less    ☐\$100K-\$500K    ☐\$500K-\$1M    ☐\$1M-\$5M    ☐\$5M-\$10M  
☐\$10M-\$16M    ☐\$16M or Over
6. Will bidder/proposer provide a copy of its financial statements for the past two (2) years, if requested by City of Mission? ☐Yes ☐No
7. Number of current employees: \_\_\_\_\_
8. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐Yes ☐No
9. Is any litigation pending against the Business? ☐Yes ☐No
10. Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, offeror needs to explain the expected impact, both in organizational and directional terms. ☐Yes ☐No  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Has the Business ever been declared "not responsible" for the purpose of any governmental agency contract award? ☐Yes ☐No
12. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? ☐Yes ☐No
13. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? ☐Yes ☐No
14. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? ☐Yes ☐No
15. Is the Business in arrears on any contract or debt? ☐Yes ☐No
16. Has the Business been a defaulter, as a principal, surety, or otherwise? ☐Yes ☐No
17. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? ☐Yes ☐No
18. Does offeror have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Bidder will provide a copy of the plan. ☐Yes ☐No
19. Does offeror have quality assurance program? If yes, offeror will describe its quality assurance program, its quality requirements, and how they are measured. ☐Yes ☐No
20. If a "yes" response is given under questions 9 through 19, please provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary).

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I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in this questionnaire is true and correct. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which City of Mission has or may have with the Business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from City of Mission's vendors' list; or/and 4) legal action(s) applicable under federal, state, or local law.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Owner, CEO, President, Majority Stockholder or Designated Representative)

## LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

1. Project:  
Date of Completion (if applicable):  
Contact Person:  
Company Name:  
Address:  
Telephone Number:  
Fax Number:  
E-mail Address:
  
2. Project:  
Date of Completion (if applicable):  
Contact Person:  
Company Name:  
Address:  
Telephone Number:  
Fax Number:  
E-mail Address:
  
3. Project:  
Date of Completion (if applicable):  
Contact Person:  
Company Name:  
Address:  
Telephone Number:  
Fax Number:  
E-mail Address:
  
4. Project:  
Date of Completion (if applicable):  
Contact Person:  
Company Name:  
Address:  
Telephone Number:  
Fax Number:  
E-mail Address:



**RFQ No: 20-325-09-30**

**Environmental Clearance, Traffic Engineering Study and Feasibility  
Study Services for Mission Madero-Reynosa International Bridge  
Project on both US and Mexico**

**EXHIBIT I**

**Scope of Service**

# **CITY OF MISSION**

## **Scope of Service**

**RFQ Name/No: Environmental Clearance, Traffic Engineering Study and Feasibility Study Services for Mission Madero-Reynosa International Bridge Project on both US and Mexico / 20-325-09-30**

### **I. Services Required**

The City of Mission is seeking statements of qualifications from firms interested in providing the City of Mission with an Environmental Assessment for Madero International Bridge. The firm is to provide studies, environmental assessment, for planning level on the development of a new international Bridge known as the Mission Madero Reynosa Bridge crossing and related facilities such as but not limited to pedestrians, rail, and vehicle crossings. Generally, the selected firm will be expected to perform the services in accordance with the Scope of Services and in accordance with the requirements of this solicitation. Environmental planning services are highly specialized and require specific skills and equipment and in-depth knowledge of all local, state and federal regulations. The qualified firm selected is expected to have a sufficient level of resources and expertise to carry out the scope of service.

### **II. Intent of Proposal**

The City of Mission, Texas (the "City"), requests Statements of Qualifications from qualified engineering firms or qualified firms related to the development of an International Bridge. The engineering firm must demonstrate the ability to work with local, state, federal governmental entities, General Services Administration (GSA) requirements, public entity procurement and contracting, state agency rule-making and other administrative law matters, environmental law, interlocal agreements and public finance. The City reserves the right to accept or reject any or all proposals for any reason it finds to be in the best interest of the City. The consultant shall analyze scope of work so that all work must comply with all applicable local, county, state and federal codes, laws, regulations and guidelines, including but not limited to Texas Commissioner on Environmental Quality (TCEQ) and U.S. Environmental Protection Agency (EPA) regulations.

The purpose of the assessment is to ensure that decision makers consider the environmental impacts when deciding whether or not to proceed with a project. The objectives of an environmental assessment are to: minimize or avoid adverse environmental effects before they occur; and. incorporate environmental factors into decision making.

An environmental assessment is required to determine all the impacts either positive or negative in the development of the bridge project. It will consist of technical evaluation, economic impact and social results that the project will bring. The environmental assessment will:

- Identify possible environmental effects.
- Propose measurements to mitigate adverse effects.
- Predict whether there will be significant adverse environmental effects, even after the mitigation is implemented.
- Provide a quality-assurance plan that will guarantee that whatever studies were undertaken by environmental planning will hold up with future studies.

### **III. Scope of Services**

1. Prepare Mexico Feasibility Studies for proposed international bridge crossing to federal standards to include pedestrians, rail, and vehicle crossing
2. Amend existing US feasibility study to ensure federal standards, traffic study if required, include rail and any other detail to extend the Mission Presidential permit for 10 more years.
3. Provide an Environmental Assessment (EA) as needed for the international bridge and approach roads and for the GSA federal facilities.

# Traffic Engineering Services for the Mission Madero-Reynosa International Bridge

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## A. Technical Proposal

### 1. Understanding

The City of Mission intends to engage an experienced consulting firm to renew the City of Mission, Texas International Bridge 'Old' Presidential Permit. Consultant shall provide the expertise to successfully navigate the process and acquire the U.S. Presidential Permit renewal.

A Presidential Permit as awarded could include provision for construction of a toll bridge with four roadway lanes for commercial and passenger vehicles and a rail crossing. This bridge could represent the sixth international bridge within Hidalgo County to provide additional access to the State of Tamaulipas, Mexico. Vehicular and Commercial traffic will be connected to I-2/US83 and Mexican Federal Highway MEX-2. Rail traffic is anticipated to be connected to the U.S. freight network via Rio Valley Switching Company's (a regional short-line rail operator with multiple lines) 41-mile line from an interchange with the Class 1 Union Pacific Railroad in Harlingen, Texas west to the Hidalgo County where it connects to the Mission Interchange of the Brazos Pacific Railroad in Mission, TX where the proposed International Bridge rail would connect.

### 2. Scope of Services for Traffic Engineering Services as it Pertains to Presidential Permitting and Possible Eventual Bond Market Traffic & Revenue (T&R) Projections

#### Government and Agency Coordination

Consultant's Senior Project Manager will (if authorized) work at the direction of Program Management staff or designee(s) of the City of Mission, Texas including initial scoping of the Presidential Permit renewal requirements with the lead and cooperating federal agencies, followed by application and data request(s) coordination with federal, state, and regional agencies, facilitating collaboration with bi-national and stakeholder committees / boards / commissions, support for a bi-lateral coordination with the U.S. Department of State and the Government of Mexico's Secretariat of Foreign Relations (SRE) and the Embassy of Mexico to assure approvals and permits/permissions for development of the Madero International Bridge.

Anticipate that U.S. scoping and coordination, which will be initiated as early as possible after Notice to Proceed (NTP) and may include in-person [or virtual] meetings, will be required, at a minimum, with:

- The U.S. Congressional Representatives for the Lower Rio Grande Valley,
- The U.S. Department of State whom will ultimately approve processing of an amendment / extension of the City of Mission's 1978 Presidential Permit.
- The U.S. General Services Administration to satisfy permit requirements related to federal or federally leased facilities such as the associated Border Inspection Station and Customs office, etc.
- The U.S. Department of Homeland Security agencies:
  - The U.S. Customs and Border Control regarding facility security, function and use,
  - The U.S. Immigration and Customs Enforcement (ICE)
  - The U.S. Citizenship and Immigration Service (USCIS)
  - The Federal Emergency Management Agency regarding development in floodplains,
  - The U.S. Coast Guard regarding permits and approvals for a bridge over navigable waters.

# Traffic Engineering Services for the Mission Madero-Reynosa International Bridge

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- The U.S. Department of Transportation:
  - Federal Highway Administration regarding connections to U.S. and Interstate roadways,
  - Federal Railroad Administration regarding freight rail engineering and operations,
  - Federal Transit Administration regarding passenger rail engineering and transit operations,
- The U.S. Environmental Protection Agency regarding potential impacts related to federal CERCLA (Superfund) sites, and water quality,
- The U.S. Department of Defense:
  - U.S. Army Corps of Engineers permits for work in Waters of the U.S. anticipated to be addressed under the Nationwide Permit program through the Galveston District,
- The U.S. Department of the Interior:
  - National Parks Service regarding national parks/refuges, monuments and historic preservation,
  - U.S. Fish & Wildlife Service regarding potential threatened/endangered species impacts, Bald & Golden Eagle Protection Act, and Migratory Bird Treaty Act compliance,
- The U.S. Department of Agriculture
  - Animal & Plant Health Inspection Service (APHIS) regarding inspection facility security, function and use,
  - Natural Resource Conservation Service regarding potential impacts on land use and soils management (i.e. Prime and Unique Farmlands),
- The International Boundary and Water Commission regarding boundary demarcation, national ownership of waters, sanitation, water quality, and flood control,
- The State of Texas:
  - Texas Transportation Commission regarding approval of concurrent State of Texas application for construction of the bridge,
  - listing of the Madero International Bridge on the current regional Border Master Plan and potential funding related (fiscally constrained) Transportation Improvement Plans,
  - Texas Department of Transportation (TxDOT):
    - Transportation Planning & Programming Division for accepting and analyzing State of Texas Application requesting permission to construct an international bridge across the Rio Grande River,
      - Freight & International Trade Section coordination with the following committees:
        - Texas Freight Advisory Committee
        - Border Trade Advisory Committee
        - U.S.-Mexico Joint Working Committee
        - U.S.-Mexico Binational Bridges and Border Crossing Group
    - Design Division regarding roadway engineering schematic design requirements,
    - Rail Division regarding rail schematic/design and operations requirements,
    - Environmental Affairs Division regarding environmental document (anticipated to be an Environmental Assessment) compliance, as federally designated representatives for transportation compliance under the National Environmental Policy Act,
    - Finance Division regarding funding commitments and approvals,
    - Right of Way Division regarding potential interconnection with existing TxDOT real estate or designation of project roadways as state road/highways,
    - General Counsel Office regarding a public hearing for the state application,



# Traffic Engineering Services for the Mission Madero-Reynosa International Bridge

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- coordination of recommendations for Transportation Commission action/approval,
- State of Texas Governor's office regarding support for the state/federal bridge applications,
- Texas General Land Office regarding any State lands or waters within the proposed project area and support for the state/federal bridge applications,
- Texas Railroad Commission for potential impacts to oil & gas activities (i.e. pipelines) which may be in the proposed project limits,
- Texas Parks & Wildlife Department regarding federal and state listed threatened/endangered/protected species, and state parks,
- State Historic Preservation Office and Texas Historical Commission regarding potential impacts to archeological or historic resources and support for the state/federal bridge applications,
- Texas Commission on Environmental Quality regarding water quality certifications, and potential impacts related to hazardous or other regulated waste sites and support for the state/federal bridge applications,
- Texas Alcoholic Beverage Commission regarding proposed inspection facility operations and coordination with the Hidalgo District Ports of Entry personnel and support for the state/federal bridge applications,
- Texas Department of Agriculture regarding support for the state/federal bridge applications,
- Texas Department of Public Safety regarding support for the state/federal bridge applications,
- Rio Grande Valley Metropolitan Planning Organization regarding adoption of the A International Bridge on the Metropolitan Transportation Plan [currently not listed on MTP 2015-2040 plan as amended and revised February 2020 or the proposed 2045 plan].
- The County Regional Mobility Authority regarding integration of roadways with currently proposed SH 365 tollway and future International Bridge Transportation Corridor projects.
- E.g.: Rio Valley Switching Company (RVSC) and Border Pacific Railroad (BOP) regarding agreements to connect / allow access to Madero International Bridge rail inspection and potential transloading facilities (as applicable),
- E.g.: Union Pacific Railroad Company (UP) regarding agreements for freight / passenger rail (?) connectivity via BOP, and
- E.g.: Kansas City Southern Railway (KCS) regarding rail interconnection in Reynosa and agreements (US and Mexico) regarding freight/passenger rail access to the A International Bridge,
- Adjacent Cities B and C and local agencies as needed to assure support for proposed plan, and
- Liaisons for the Cities of A, B, and C coordinating activities in Washington, D.C.

A key focus of early coordination will involve attaining assurances from the State of Texas that the proposed International Bridge will be added to the applicable State freight and roadway transportation plans including the Lower Rio Grande Valley – Tamaulipas Border Master Plan (LRGV-T BMP) currently being updated. While, the proposed bridge was last identified in TxDOT's 2015 report of Texas-Mexico International Bridges and Border Crossings. The toll bridge was identified within the TXDOT Pharr District as "pending" and without identified funding. Since that time the crossing has not been listed in the State Freight Rail or Master Transportation Plans or the Rio Grande Valley MPO long range plans. It is anticipated that attaining a listing in a fiscally constrained transportation plan will be critical to securing future funding

# Traffic Engineering Services for the Mission Madero-Reynosa International Bridge

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support (if needed beyond current local funding commitments) from State and Federal sources and ultimately in supporting project feasibility to TxDOT for processing of the Presidential Permit Renewal application and attaining approval of the associated environmental document. Coincident with attaining a listing in appropriate plans and potentially just as important will be achieving a higher or equivalent level of priority for development than the three additional new crossings identified for the current LRGV-T BMP as recommended or proposed by at least one of the Freight and International Trade Committees identified above (e.g. U.S.-Mexico Binational Bridges and Border Crossing Group).

Anticipate that coordination with Mexico required to ensure that the proposed project aligns with Mexican priorities and plans. Similar to the U.S., coordination within Mexico will be required at the local, state, and national levels, and the U.S. Presidential Permit application must include documentation of Mexican governmental approvals and evidence of any documentation of any contractual arrangement between U.S. entities and Mexican authorities concerning construction of the facility.

To that end, coordination with Mexico would need to be performed by others (e.g. Mexican counterparts) and would include meeting with representatives from state and local agencies, participating in stakeholder and public meetings, providing project updates at bilateral meetings and conferences, and issuance of Diplomatic Notes.

Entities within Mexico that may be included in this coordination are:

- the Secretaria de Comunicaciones y Transportes,
- the Direccion General de Aduanas,
- the Comisión Internacional de Límites y Aguas, and
- representatives from the City of Reynosa, the Reynosa Municipality, and State of Tamaulipas.

Environmental documentation required by Mexico may include a Manifestacion de Impact Ambiental (MIA), for any areas between the international demarcation line and the terminus of the project in Mexico. Therefore, U. S. team coordination with the Mexico organizations performing this environmental impact study will be beneficial to assure the projects are addressing potential impacts consistently and assist each side with avoiding or minimizing impacts (direct or indirect).

It is anticipated that the documentation required to satisfy the U.S. federal Presidential Permit Renewal (amendment) and State of Texas International Bridge Permit application processes are largely consistent or in many cases identical information. The general scope which Consultant will develop in the application(s) will include an Environmental Assessment level of NEPA documentation generally in a format acceptable to TxDOT and the federal government [primarily USDOS, GSA/USDOT-FRA and FHWA] with supporting field studies and technical reports to address natural and cultural resources, socioeconomic and environmental justice issues. These studies and environmental documentation will evaluate a schematic level design effort and associated traffic studies to be performed by others (e.g. a consulting transportation engineer), will assess all relevant planning and development studies, and public involvement outreach performed for this Permit. The environmental consultant will be required to work in a collaborative fashion with the City's staff, consultants, and governmental partners in support of the many aspects of this binational project. It is also anticipated that the binational committee will require documentation that the Mexico agency counterparts and development team have sufficiently advanced their portion of the project plans to match the proposed environmental and design approvals schedule to facilitate submittal of a complete application to the partner governments leading to a successful outcome and signing of the Presidential Permit.

# Traffic Engineering Services for the Mission Madero-Reynosa International Bridge

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Non-EA related tasks/services:

1. Interpretive Services
2. Agency coordination/planning Meetings with federal, state, regional, and local governmental or quasi-governmental stakeholders,
3. USCG Permitting
4. IBWC permit/application
5. Potential Substantial travel to multi-agency coordination/collaboration meetings [though this may be mitigated by Virtual Meeting trends driven by the global COVID-19 pandemic],
6. State of Texas Application for International Bridge crossing (anticipated to be very similar to GSA application for Presidential Permit Application/amendment.
  - a. Includes requirement to attach NEPA compliance and permitting documentation.

The standard (generic) TxDOT EA scope is contained in Section D for guidance on what is considered NEPA Clearance.

## **B. Resource Information**

### **1. Agencies**

- AASHTO – American Association of State Highway and Transportation Officials
- BEG - Bureau of Economic Geology, University of Texas at Austin
- CEQ - Council on Environmental Quality
- ENV - Environmental Affairs Division of the Texas Department of Transportation
- District - One of the 25 geographical districts into which the Texas Department of Transportation is divided.
- FEMA - Federal Emergency Management Agency
- FHWA - Federal Highway Administration
- IBWC – International Boundary and Water Commission
- MPO - Metropolitan Planning Organization
- NRCS - Natural Resource Conservation Service (formerly Soil Conservation Service)
- SHPO - State Historic Preservation Office
- State – Texas Department of Transportation acting on behalf of the State of Texas
- TARL – Texas Archeological Research Laboratory
- THC - Texas Historical Commission
- TCEQ - Texas Commission on Environmental Quality (formerly TNRCC)
- TPWD - Texas Parks and Wildlife Department
- TxDOT - Texas Department of Transportation
- USACE – United States Army Corps of Engineers
- USCG – United States Coast Guard
- USEPA – United States Environmental Protection Agency
- USFWS – United States Fish and Wildlife Service
- USGS – United States Geological Survey

# Traffic Engineering Services for the Mission Madero-Reynosa International Bridge

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## 2. Environmental Terms

- ACT – Antiquities Code of Texas
- APE - Area of Potential Effects
- Archeological Historic Property - an archeological site eligible for inclusion in the National Register of Historic Places (36 CFR 60) or for designation as a State Archeological Landmark (SAL) (TAC, Title 13, Part 2, Chapter 26).
- CE – Categorical Exclusion Action
- CFR – Code of Federal Regulations
- CSJ – Control Section Job
- Deliverables – Reports for environmental services
- EA – Environmental Assessment
- Environmental Services – environmental documents, studies, research, permit applications, public involvement, training and other activities for completion of environmental documentation.
- EO – Executive Order
- EPIC – Environmental Permits Issues and Commitments
- Environmental Compliance Toolkits - the official location for approved policies, procedures, standards, and guidance from the Environmental Affairs Division of the State (web address: <https://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits.html>)
- FHWA Technical Advisory T 6640.8A (1987) – FHWA Format Guidance
- FONSI - Finding of No Significant Impact (23 CFR 771 and TAC, Title 43)
- Historic-age resource - a building, structure, object or non-archeological site (defined in accordance with 36 CFR 60) that is at least 50 years old at the time of a transportation project's letting.
- Historic Property - a building, structure, object or non-archeological site eligible for inclusion in the National Register of Historic Places (36 CFR 60).
- IP – Individual Permit
- ISA – Initial Site Assessment
- MSAT – Mobile Source Air Toxics
- NEPA – National Environmental Policy Act of 1969
- NCHRP – National Cooperative Highway Research Program
- NHPA – National Historic Preservation Act
- NRHP – National Register of Historic Places
- NRI – Nationwide River Inventory
- NWP – Nationwide Permit
- PCN - Pre-Construction Notification
- Project Area - a geographic area designated for performance of specified analyses, such as wetland or archeological studies.
- SAL – State Antiquities Landmark
- Project Area - a geographic area designated for performance of specified analyses, such as wetland or archeological studies.

# Traffic Engineering Services for the Mission Madero-Reynosa International Bridge

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- Section 4(f) – refers to the original section within the U.S. Department of Transportation (DOT) Act of 1966, which established the requirement for consideration of park and recreational lands, wildlife and waterfowl refuges, and historic sites in transportation project development. The law, now codified in 49 U.S.C. §303 and 23 U.S.C. §138, is implemented by the Federal Highway Administration (FHWA) through the regulation 23 CFR §774.
- Section 4(f) Evaluation – an evaluation prepared when a project proposed to use resources from any significant publicly owned public parks, recreation areas, or wildlife and waterfowl refuges and any land from an historic site of national, state or local significance.
- Section 7 – refers to Section 7 of the Federal Endangered Species Act (ESA) of 1973 (16 U.S.C. §1531 et seq.), called “Interagency Cooperation,” which is the mechanism by which Federal agencies ensure the actions they take, including those they fund or authorize, do not jeopardize the existence of any listed species.
- Section 106 – refers to Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 306108), which requires Federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) with a reasonable opportunity to comment. In addition, federal agencies are required to consult on the Section 106 process with State Historic Preservation Offices (SHPO), Tribal Historic Preservation Offices (THPO), Indian Tribes (to include Alaska Natives) [Tribes], and Native Hawaiian Organizations (NHO).
- SOP – Standard Operating Procedure – established procedure to be followed in carrying out a given operation or in a given situation.
- Study Area - the geographic area to be discussed in an environmental document.
- TAC – Texas Administrative Code
- TPDES – Texas Pollutant Discharge Elimination System
- Transportation Activity - a construction or other project performed by the State or under its jurisdiction
- Transportation Project - The planning, construction, or reconstruction of a transportation facility that the department has the legal authority to plan, construct, or reconstruct, including but not limited to, a public road or highway, bridge, ferry, transit facility, or high occupancy vehicle lane.
- TxDOT NEPA MOU – the December 16, 2014 “Memorandum of Understanding (MOU) between FHWA and TxDOT concerning the State of Texas’ Participation in the Project Delivery Program Pursuant to 23 U.S.C. 327.”
- TXNDD – Texas Natural Diversity Database
- USC – United States Code
- Wetland Determination – Preliminary study to determine whether a wetland is present.
- UTM – Universal Transverse Mercator
- Wetland Delineation – Demarcation of the boundaries of a wetland in accordance with the most current version of the USACE *Wetlands Delineation Manual* (Technical Report Y-87-1).
- Waters of the U.S. – Jurisdictional limits of the U.S. Army Corps of Engineers under the Clean Waters Act, as defined in 33 CFR 328.

# Traffic Engineering Services for the Mission Madero-Reynosa International Bridge

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## **C. FUNCTION CODE 102(110) - FEASIBILITY STUDIES**

### Data Collection

The Consultant shall conduct field reconnaissance and collect data as necessary to complete the schematic design. Data shall include the following information. Items “a” to “i” will be obtained from the State, if available, while items “j” to “l” will be obtained from other agencies as required.

- a. Available Corridor Major Investment Studies
- b. Design data from record drawings of existing and proposed facilities
- c. Existing and future design year traffic data
- d. Roadway inventory information, including the number of lanes, speed limits, pavement widths and rating, bridge widths and ratings, and ROW widths
- e. Aerial photos, planimetric mapping, and DTM
- f. Environmental Data (*By Others*)
- g. Previously prepared drainage studies (*By Others*)
- h. Adopted land use maps and plans as available (*By Others*)
- i. Federal Emergency Management Agency (FEMA) Flood Boundary Maps and Flood Insurance Studies and Models (*By Others*)
- j. Public and private utility information (*By Others*)
- k. Plat research for adjacent properties as available (*By Others*)
- l. Local Major Thoroughfare Plan

## **D. FUNCTION CODE 102(110) – TRAFFIC PROJECTIONS FOR PRESIDENTIAL PERMIT RENEWAL / ENVIRONMENTAL CLEARANCE SUPPORT**

### **1. Project Management/Mobilization**

This task includes a kick-off meeting with City of Mission’s Program Manager (or Designee) and key stakeholders to determine important issues relevant to this study and define any alternatives, the study’s overall methodology, and data requirements.

Management of the study will include the following:

- Participating in monthly progress meetings/teleconferences to appraise Program Manager of progress and identify key issues;
- Analyzing the impact of various physical scope considerations on T&R to develop an optimal solution for the Project;
- Attending key working group meetings to discuss preliminary traffic forecast results and provide input on any requirements to optimize the traffic analysis;
- Providing Project Manager with progress reports on a periodic basis and providing minutes of

# Traffic Engineering Services for the Mission Madero-Reynosa International Bridge

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meetings held with project stakeholders; and

- Presenting results to the Program Manager and providing responses to their questions.

## 2. Review of Existing Information

CONSULTANT will review and validate existing documentation and traffic information. Based on the analysis of existing data, CONSULTANT will prepare a Project needs assessment and, in coordination with Program Manager and the City of Mission staff, identify data/resource requirements. Existing information to include previous (limited) Feasibility Studies that examined Private Occupancy Vehicle (POV) and commercial truck traffic (sans rail projections), and will serve basis of vetted feasibility parameters which the Consultant must evaluate / incorporate as much as possible into ensuing scopes. Consultant must validate and either amend or update key assumptions.

New information relevant to the Project will also be collected, including but not limited to traffic reports, the latest traffic volumes within the study area, historical and forecasted border crossing volumes of relevant international bridges, existing origin-destination (OD) surveys, and relevant socioeconomic data.

## 3. Border Demand Forecast

CONSULTANT will begin this task with a review of the existing border demand forecasts for the Hidalgo County international bridges. CONSULTANT will prepare a needs assessment to address forecast needs and possible improvements to the previous forecasting methodology, including a review, analysis, and update of the independent variables employed in the previous forecast.

After finalizing the needs assessment of the existing Multiple Linear Regression model forecasts, CONSULTANT will test additional forecasting methods to estimate the best model fit for the Project's T&R forecast.

CONSULTANT will develop, validate, and implement the most statistically valid model to estimate Hidalgo County and Texas border crossing demand for vehicles (passenger and commercial) and rail (container and trains).

As part of CONSULTANT's QA/QC procedure, and to further evaluate the econometric model results, CONSULTANT will reproduce historical transactions and revenue trends for the Project to ensure the strongest correlation between forecast model results and historical data.

## 4. Travel Demand Model Update

CONSULTANT will obtain and update the HCRMA Binational Assignment Model. As part of this effort, CONSULTANT will utilize U.S.- and Mexico-based travel demand models (TDM). CONSULTANT will update, review, and calibrate all four steps of the U.S. and Mexico TDMs. The final updated trip tables will be assigned binationally to consider travelers' choices between all available POEs and ODs on both sides of the U.S./Mexico border.

## 5. Traffic Projections for Vehicle and Rail

CONSULTANT will use the travel demand and toll diversion models to develop traffic forecasts for the Project's opening year and a horizon year. Based on these efforts, CONSULTANT will report projected traffic annually for the entire forecast period.

Similar to vehicle crossings, CONSULTANT will estimate the Project's rail (container and trains) demand based on the previously described econometric model methodology and a simplified route choice model. Consultant to utilize Feasibility Study data (where possible) in their analysis to expedite / validate key

# Traffic Engineering Services for the Mission Madero-Reynosa International Bridge

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vehicle traffic projection assumptions.

## 6. Level of Service Analysis

CONSULTANT will perform a Level of Service (LOS) analysis of the Project's surrounding roadway network, as required by Article 12 of the Presidential Permit application. CONSULTANT's updated Binational Assignment Model will be employed to show the impact of the Project's traffic on local roads and other major arterials of the City of Mission's roadway network.

## 7. Traffic and Revenue Forecast

CONSULTANT will update the annual traffic estimates for a forecast period of 30 years, beginning with the Project's opening year. The vehicle and rail projections will be adjusted to reflect monthly variations and will take into account other possible variations found as a result of the traffic pattern investigation, such as holidays and other seasonal effects.

## 8. Documentation

Draft Report: A Draft Report will be prepared to document assumptions, methodologies, inputs, and results. Copies of the Draft Report will be delivered to Program Manager for review and comments.

Final Report: CONSULTANT will evaluate and respond to comments received during the review period. CONSULTANT will then address the comments received during this period and incorporate any necessary revisions in the Final Report.

## **E. FUNCTION CODE 102(191) – TRAFFIC PROJECTIONS FOR PROJECT FINANCE / INVESTMENT GRADE TRAFFIC & REVENUE PROJECTIONS**

### 1. Project Management/Mobilization

This task includes a kick-off meeting with PROGRAM MANAGER and the City of Mission staff, The Bridge Director, and key stakeholders to determine important issues relevant to this study and define any alternatives, the study's overall methodology, and data requirements.

Hands-on management of the study will include the following:

- Participating in monthly progress meetings/teleconferences to appraise PROGRAM MANAGER's Project Manager of progress and identify key issues;
- Analyzing the impact of various physical scope considerations on T&R to develop an optimal solution for the Project;
- Attending key working group meetings to discuss preliminary traffic forecast results and provide input on any requirements to optimize the traffic analysis;
- Providing PROGRAM MANAGER's Project Manager with progress reports on a periodic basis and providing minutes of meetings held with project stakeholders; and
- Presenting results to City of Mission staff and providing responses to their questions.

### 2. Review of Existing Information

CONSULTANT will review and re-validate the information generated for the Presidential Permit Traffic Projections. Based on the analysis of existing data, CONSULTANT will prepare a Project needs assessment and, in coordination with PROGRAM MANAGER and the City of Mission staff, identify data/resource



# Traffic Engineering Services for the Mission Madero-Reynosa International Bridge

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requirements and develop a data collection program.

New information relevant to the Project will also be collected, including but not limited to traffic reports, the latest traffic volumes, historical and forecasted border crossing volumes of relevant international bridges, existing origin-destination (OD) surveys, and relevant socioeconomic data regarding the study area.

## 3. Field Work/Surveys

CONSULTANT will conduct several field work efforts for the proposed study, as described below.

- Traffic Counts for Border Crossings
- Border Crossing Time Assessment via Queue Study
- Origin-Destination (OD) Survey
- Stated Preference (SP) Survey
- Market Research Survey

The results of CONSULTANT's field work efforts will serve as the basis for developing a binational assignment model, which estimates travelers' probabilities of choosing between the international bridge facilities along the Hidalgo County border as a function of trade-offs in time savings, toll expenditures, other possible travel costs, and other measurable trip attributes, if applicable.

## 4. Socioeconomic Data Review

The unique nature of the study area and the specific role of the Project requires an analysis of numerous socioeconomic variables at the traffic analysis zone (TAZ) level. CONSULTANT will review the newly released Lower Rio Grande Valley (LGRV) TDM's socioeconomic data and analyze the current socioeconomic conditions of the study area to develop projections for future developments at the TAZ level. For the Mexican portion of the study area, in the Reynosa-Rio Bravo Metropolitan Area, CONSULTANT will require SIREM to conduct a socioeconomic data review due to the lack of existing socioeconomic forecasts at the TAZ level.

## 5. Border Demand Forecast

CONSULTANT will prepare a needs assessment to address forecast needs and possible improvements to the previous forecasting methodology, including a review, analysis, and update of the independent variables employed in the existing forecast.

After finalizing the needs assessment of the existing Multiple Linear Regression model forecasts, CONSULTANT will test additional forecasting methods to estimate the best model fit for the Project's T&R forecast. CONSULTANT will develop, validate, and implement the most significant model to estimate the Hidalgo County border crossing demand.

CONSULTANT will reproduce historical transactions and revenue trends for the Project to ensure the strongest correlation between forecast model results and historical data.

CONSULTANT will consider evaluating border demand via an independent socioeconomic with a focus on international commerce.

## 6. Travel Demand Model Update

CONSULTANT will obtain and update the HCRMA Binational Assignment Model, which was originally developed by CONSULTANT for the 365 TOLL project. As part of this effort, CONSULTANT will utilize U.S.- and Mexico-based TDMs. CONSULTANT will update, review, and calibrate all four steps of the U.S. and Mexico TDMs. The final updated trip tables will be assigned binationally to consider travelers' choices

# Traffic Engineering Services for the Mission Madero-Reynosa International Bridge

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between all available POEs and ODs on both sides of the U.S./Mexico border.

## 7. Traffic and Revenue Forecast

CONSULTANT will use travel demand and toll diversion methodologies to develop traffic forecasts for the Project's opening year and up to four horizon years. Based on these efforts, CONSULTANT will report projected traffic annually for the entire forecast period.

CONSULTANT will update its model toll sensitivity analysis based on the newly developed traffic projections by varying the proposed toll rates and determining the resulting impact on traffic volumes. As a result, a set of toll sensitivity curves will be developed.

## 8. Sensitivity Analysis

A series of sensitivity tests will be conducted to test different sensitivities to model inputs and the impact of varying toll rates. These tests are designed to assist in developing an improved operating plan, an optimum toll rate, and to understand the impacts of potential changes in assumptions.

## 9. Risk Analysis

Risk analysis in T&R forecasting helps quantify uncertainties in inputs and determine the impact of these inputs on T&R projections. The steps involved in risk analysis include identifying the risk, modeling the risk, and making the appropriate recommendations.

In this approach, a limited number of model runs are used to determine the statistical relationships between changes in individual inputs—and combinations of inputs—and revenue. A “revenue model” is implemented to transform a limited number of scenarios (using the complete T&R model) into 10,000 unique scenarios selected via Monte Carlo simulation. By evaluating the frequency of different revenue outcomes from these 10,000 scenarios, we can determine—in a statistically valid way—the real-world likelihood of these outcomes.

## 10. Documentation

Draft Report: A Draft Report will be prepared to document assumptions, methodologies, inputs, and results. Copies of the Draft Report will be delivered to Program Manager staff for review and comments.

Final Report: CONSULTANT will evaluate and respond to comments received during the review period. CONSULTANT will then address the comments received during this period and incorporate any necessary revisions in the Final Report.

# Traffic Engineering Services for the Mission Madero-Reynosa International Bridge

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## **F. FUNCTION CODE 120(120) - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (BY OTHERS)**

1. Environmental Documentation.
2. Technical Reports and Documentation
3. Environmental Assessment (EA) Content and Format
4. Community Impacts
5. Historic Resource Identification, Evaluation and Documentation Services
6. Archeological Background Studies & Survey
7. Air Quality Studies
8. Traffic Noise Technical Reporting
9. Water Resources Analysis and Documentation
10. Clean Water Act, Section 404
11. Wild and Scenic Rivers (if required)- Omitted
12. Edwards Aquifer (if required)- Omitted
13. Floodplain Impacts
14. Coastal Zone and Barrier Impacts (if required)- Omitted
15. Stormwater Permits (Section 402 of the Clean Water Act)
16. USACE Permits
17. USCG Section 9 Permit (33 USC 401)
18. Fish and Wildlife Coordination Act (FWCA)
19. Biological/Natural Resources Management Analyses and Documentation

# Traffic Engineering Services for the Mission Madero-Reynosa International Bridge

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**20.**Invasive Species

**21.**Essential Fish Habitat – Omitted

**22.**Beneficial Landscaping

**23.**Farmland Impacts

**24.**Initial Assessment with Hazardous Materials Project Impact Evaluation Report

**25.**Regional Toll Analysis (if required)- Omitted

**26.**Public Involvement (23 CFR §771.111)

**27.**Section 4(f) Evaluations

**28.**Section 6(f) Evaluation

**29.**Indirect and Cumulative Impacts (ICI) Analysis

**30.**Re-evaluation – Omitted

**31.**Reference Documents

# Environmental Clearance Services for the Mission Madero-Reynosa International Bridge

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## A. Technical Proposal

### 1. Understanding

The City of Mission intends to engage an experienced consulting firm to renew the City of Mission, Texas International Bridge 'Old' Presidential Permit. Consultant shall provide the expertise to successfully navigate the process and acquire the U.S. Presidential Permit renewal.

A Presidential Permit as awarded could include provision for construction of a toll bridge with four roadway lanes for commercial and passenger vehicles and a rail crossing. This bridge could represent the sixth international bridge within Hidalgo County to provide additional access to the State of Tamaulipas, Mexico. Vehicular and Commercial traffic will be connected to I-2/US83 and Mexican Federal Highway MEX-2. Rail traffic is anticipated to be connected to the U.S. freight network via Rio Valley Switching Company's (a regional short-line rail operator with multiple lines) 41-mile line from an interchange with the Class 1 Union Pacific Railroad in Harlingen, Texas west to the Hidalgo County where it connects to the Mission Interchange of the Brazos Pacific Railroad in Mission, TX where the proposed International Bridge rail would connect.

### 2. Scope of Services for Environmental Clearance as it Pertains to Presidential Permitting

#### Government and Agency Coordination

Consultant's Senior Project Manager will (if authorized) work at the direction of project management staff or designee(s) of the City of Mission, Texas including initial scoping of the lead and cooperating federal agencies, followed by application and data request(s) coordination with federal, state, and regional agencies, facilitating collaboration with bi-national and stakeholder committees / boards / commissions, support for a bi-lateral coordination with the U.S. Department of State and the Government of Mexico's Secretariat of Foreign Relations (SRE) and the Embassy of Mexico to assure approvals and permits/permissions for development of the Madero International Bridge.

Anticipate that U.S. scoping and coordination, which will be initiated as early as possible after Notice to Proceed (NTP) and may include in-person [or virtual] meetings, will be required, at a minimum, with:

- The U.S. Congressional Representatives for the Lower Rio Grande Valley,
- The U.S. Department of State whom will ultimately approve processing of an amendment / extension of the City of Mission's 1978 Presidential Permit.
- The U.S. General Services Administration to satisfy permit requirements related to federal or federally leased facilities such as the associated Border Inspection Station and Customs office, etc.
- The U.S. Department of Homeland Security agencies:
  - The U.S. Customs and Border Control regarding facility security, function and use,
  - The U.S. Immigration and Customs Enforcement (ICE)
  - The U.S. Citizenship and Immigration Service (USCIS)
  - The Federal Emergency Management Agency regarding development in floodplains,
  - The U.S. Coast Guard regarding permits and approvals for a bridge over navigable waters.
- The U.S. Department of Transportation:
  - Federal Highway Administration regarding connections to U.S. and Interstate roadways,
  - Federal Railroad Administration regarding freight rail engineering and operations,

# Environmental Clearance Services for the Mission Madero-Reynosa International Bridge

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- Federal Transit Administration regarding passenger rail engineering and transit operations,
- The U.S. Environmental Protection Agency regarding potential impacts related to federal CERCLA (Superfund) sites, and water quality,
- The U.S. Department of Defense:
  - U.S. Army Corps of Engineers permits for work in Waters of the U.S. anticipated to be addressed under the Nationwide Permit program through the Galveston District,
- The U.S. Department of the Interior:
  - National Parks Service regarding national parks/refuges, monuments and historic preservation,
  - U.S. Fish & Wildlife Service regarding potential threatened/endangered species impacts, Bald & Golden Eagle Protection Act, and Migratory Bird Treaty Act compliance,
- The U.S. Department of Agriculture
  - Animal & Plant Health Inspection Service (APHIS) regarding inspection facility security, function and use,
  - Natural Resource Conservation Service regarding potential impacts on land use and soils management (i.e. Prime and Unique Farmlands),
- The International Boundary and Water Commission regarding boundary demarcation, national ownership of waters, sanitation, water quality, and flood control,
- The State of Texas:
  - Texas Transportation Commission regarding approval of concurrent State of Texas application for construction of the bridge,
  - listing of the Madero International Bridge on the current regional Border Master Plan and potential funding related (fiscally constrained) Transportation Improvement Plans,
  - Texas Department of Transportation (TxDOT):
    - Transportation Planning & Programming Division for accepting and analyzing State of Texas Application requesting permission to construct an international bridge across the Rio Grande River,
      - Freight & International Trade Section coordination with the following committees:
        - Texas Freight Advisory Committee
        - Border Trade Advisory Committee
        - U.S.-Mexico Joint Working Committee
        - U.S.-Mexico Binational Bridges and Border Crossing Group
    - Design Division regarding roadway engineering schematic design requirements,
    - Rail Division regarding rail schematic/design and operations requirements,
    - Environmental Affairs Division regarding environmental document (anticipated to be an Environmental Assessment) compliance, as federally designated representatives for transportation compliance under the National Environmental Policy Act,
    - Finance Division regarding funding commitments and approvals,
    - Right of Way Division regarding potential interconnection with existing TxDOT real estate or designation of project roadways as state road/highways,
    - General Counsel Office regarding a public hearing for the state application, coordination of recommendations for Transportation Commission action/approval,
  - State of Texas Governor's office regarding support for the state/federal bridge

# Environmental Clearance Services for the Mission Madero-Reynosa International Bridge

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- applications,
- Texas General Land Office regarding any State lands or waters within the proposed project area and support for the state/federal bridge applications,
- Texas Railroad Commission for potential impacts to oil & gas activities (i.e. pipelines) which may be in the proposed project limits,
- Texas Parks & Wildlife Department regarding federal and state listed threatened/endangered/protected species, and state parks,
- State Historic Preservation Office and Texas Historical Commission regarding potential impacts to archeological or historic resources and support for the state/federal bridge applications,
- Texas Commission on Environmental Quality regarding water quality certifications, and potential impacts related to hazardous or other regulated waste sites and support for the state/federal bridge applications,
- Texas Alcoholic Beverage Commission regarding proposed inspection facility operations and coordination with the Hidalgo District Ports of Entry personnel and support for the state/federal bridge applications,
- Texas Department of Agriculture regarding support for the state/federal bridge applications,
- Texas Department of Public Safety regarding support for the state/federal bridge applications,
- Rio Grande Valley Metropolitan Planning Organization regarding adoption of the A International Bridge on the Metropolitan Transportation Plan [currently not listed on MTP 2015-2040 plan as amended and revised February 2020 or the proposed 2045 plan].
- The County Regional Mobility Authority regarding integration of roadways with currently proposed SH 365 tollway and future International Bridge Transportation Corridor projects.
- E.g.: Rio Valley Switching Company (RVSC) and Border Pacific Railroad (BOP) regarding agreements to connect / allow access to Madero International Bridge rail inspection and potential transloading facilities (as applicable),
- E.g.: Union Pacific Railroad Company (UP) regarding agreements for freight / passenger rail (?) connectivity via BOP, and
- E.g.: Kansas City Southern Railway (KCS) regarding rail interconnection in Reynosa and agreements (US and Mexico) regarding freight/passenger rail access to the A International Bridge,
- Adjacent Cities B and C and local agencies as needed to assure support for proposed plan, and
- Liaisons for the Cities of A, B, and C coordinating activities in Washington, D.C.

A key focus of early coordination will involve attaining assurances from the State of Texas that the proposed International Bridge will be added to the applicable State freight and roadway transportation plans including the Lower Rio Grande Valley – Tamaulipas Border Master Plan (LRGV-T BMP) currently being updated. While, the proposed bridge was last identified in TxDOT's 2015 report of Texas-Mexico International Bridges and Border Crossings. The toll bridge was identified within the TxDOT Pharr District as "pending" and without identified funding. Since that time the crossing has not been listed in the State Freight Rail or Master Transportation Plans or the Rio Grande Valley MPO long range plans. It is anticipated that attaining a listing in a fiscally constrained transportation plan will be critical to securing future funding support (if needed beyond current local funding commitments) from State and Federal sources and ultimately in supporting project feasibility to TxDOT for processing of the Presidential Permit Renewal application and attaining approval of the associated environmental document. Coincident with attaining

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a listing in appropriate plans and potentially just as important will be achieving a higher or equivalent level of priority for development than the three additional new crossings identified for the current LRGV-T BMP as recommended or proposed by at least one of the Freight and International Trade Committees identified above (e.g. U.S.-Mexico Binational Bridges and Border Crossing Group).

Anticipate that coordination with Mexico required to ensure that the proposed project aligns with Mexican priorities and plans. Similar to the U.S., coordination within Mexico will be required at the local, state, and national levels, and the U.S. Presidential Permit application must include documentation of Mexican governmental approvals and evidence of any documentation of any contractual arrangement between U.S. entities and Mexican authorities concerning construction of the facility.

To that end, coordination with Mexico would need to be performed by others (e.g. Mexican counterparts) and would include meeting with representatives from state and local agencies, participating in stakeholder and public meetings, providing project updates at bilateral meetings and conferences, and issuance of Diplomatic Notes.

Entities within Mexico that may be included in this coordination are:

- the Secretaria de Comunicaciones y Transportes,
- the Direccion General de Aduanas,
- the Comisión Internacional de Límites y Aguas, and
- representatives from the City of Reynosa, the Reynosa Municipality, and State of Tamaulipas.

Environmental documentation required by Mexico may include a Manifestacion de Impact Ambiental (MIA), for any areas between the international demarcation line and the terminus of the project in Mexico. Therefore, U. S. team coordination with the Mexico organizations performing this environmental impact study will be beneficial to assure the projects are addressing potential impacts consistently and assist each side with avoiding or minimizing impacts (direct or indirect).

It is anticipated that the documentation required to satisfy the U.S. federal Presidential Permit Renewal (amendment) and State of Texas International Bridge Permit application processes are largely consistent or in many cases identical information. The general scope which Subconsultant will develop in the application(s) will include an Environmental Assessment level of NEPA documentation generally in a format acceptable to TxDOT and the federal government [primarily USDOS, GSA/USDOT-FRA and FHWA] with supporting field studies and technical reports to address natural and cultural resources, socioeconomic and environmental justice issues. These studies and environmental documentation will evaluate a schematic level design effort and associated traffic studies to be performed by others (e.g. a consulting transportation engineer), will assess all relevant planning and development studies, and public involvement outreach performed for this Permit. The environmental consultant will be required to work in a collaborative fashion with the City's staff, consultants, and governmental partners in support of the many aspects of this binational project. It is also anticipated that the binational committee will require documentation that the Mexico agency counterparts and development team have sufficiently advanced their portion of the project plans to match the proposed environmental and design approvals schedule to facilitate submittal of a complete application to the partner governments leading to a successful outcome and signing of the Presidential Permit.

Non-EA related tasks/services:

1. Interpretive Services



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2. Agency coordination/planning Meetings with federal, state, regional, and local governmental or quasi-governmental stakeholders,
3. USCG Permitting
4. IBWC permit/application
5. Potential Substantial travel to multi-agency coordination/collaboration meetings [though this may be mitigated by Virtual Meeting trends driven by the global COVID-19 pandemic],
6. State of Texas Application for International Bridge crossing (anticipated to be very similar to GSA application for Presidential Permit Application/amendment.
  - a. Includes requirement to attach NEPA compliance and permitting documentation.

The standard (generic) TxDOT EA scope is contained in Section D for guidance on what is considered NEPA Clearance.

## **B. Resource Information**

### **1. Agencies**

- AASHTO – American Association of State Highway and Transportation Officials
- BEG - Bureau of Economic Geology, University of Texas at Austin
- CEQ - Council on Environmental Quality
- ENV - Environmental Affairs Division of the Texas Department of Transportation
- District - One of the 25 geographical districts into which the Texas Department of Transportation is divided.
- FEMA - Federal Emergency Management Agency
- FHWA - Federal Highway Administration
- IBWC – International Boundary and Water Commission
- MPO - Metropolitan Planning Organization
- NRCS - Natural Resource Conservation Service (formerly Soil Conservation Service)
- SHPO - State Historic Preservation Office
- State – Texas Department of Transportation acting on behalf of the State of Texas
- TARL – Texas Archeological Research Laboratory
- THC - Texas Historical Commission
- TCEQ - Texas Commission on Environmental Quality (formerly TNRCC)
- TPWD - Texas Parks and Wildlife Department
- TxDOT - Texas Department of Transportation
- USACE – United States Army Corps of Engineers
- USCG – United States Coast Guard
- USEPA – United States Environmental Protection Agency
- USFWS – United States Fish and Wildlife Service
- USGS – United States Geological Survey

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## 2. Environmental Terms

- ACT – Antiquities Code of Texas
- APE - Area of Potential Effects
- Archeological Historic Property - an archeological site eligible for inclusion in the National Register of Historic Places (36 CFR 60) or for designation as a State Archeological Landmark (SAL) (TAC, Title 13, Part 2, Chapter 26).
- CE – Categorical Exclusion Action
- CFR – Code of Federal Regulations
- CSJ – Control Section Job
- Deliverables – Reports for environmental services
- EA – Environmental Assessment
- Environmental Services – environmental documents, studies, research, permit applications, public involvement, training and other activities for completion of environmental documentation.
- EO – Executive Order
- EPIC – Environmental Permits Issues and Commitments
- Environmental Compliance Toolkits - the official location for approved policies, procedures, standards, and guidance from the Environmental Affairs Division of the State (web address: <https://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits.html>)
- FHWA Technical Advisory T 6640.8A (1987) – FHWA Format Guidance
- FONSI - Finding of No Significant Impact (23 CFR 771 and TAC, Title 43)
- Historic-age resource - a building, structure, object or non-archeological site (defined in accordance with 36 CFR 60) that is at least 50 years old at the time of a transportation project's letting.
- Historic Property - a building, structure, object or non-archeological site eligible for inclusion in the National Register of Historic Places (36 CFR 60).
- IP – Individual Permit
- ISA – Initial Site Assessment
- MSAT – Mobile Source Air Toxics
- NEPA – National Environmental Policy Act of 1969
- NCHRP – National Cooperative Highway Research Program
- NHPA – National Historic Preservation Act
- NRHP – National Register of Historic Places
- NRI – Nationwide River Inventory
- NWP – Nationwide Permit
- PCN - Pre-Construction Notification
- Project Area - a geographic area designated for performance of specified analyses, such as wetland or archeological studies.
- SAL – State Antiquities Landmark
- Project Area - a geographic area designated for performance of specified analyses, such as wetland or archeological studies.
- Section 4(f) – refers to the original section within the U.S. Department of Transportation (DOT) Act of 1966, which established the requirement for consideration of park and recreational

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lands, wildlife and waterfowl refuges, and historic sites in transportation project development. The law, now codified in 49 U.S.C. §303 and 23 U.S.C. §138, is implemented by the Federal Highway Administration (FHWA) through the regulation 23 CFR §774.

- Section 4(f) Evaluation – an evaluation prepared when a project proposed to use resources from any significant publicly owned public parks, recreation areas, or wildlife and waterfowl refuges and any land from an historic site of national, state or local significance.
- Section 7 – refers to Section 7 of the Federal Endangered Species Act (ESA) of 1973 (16 U.S.C. §1531 et seq.), called “Interagency Cooperation,” which is the mechanism by which Federal agencies ensure the actions they take, including those they fund or authorize, do not jeopardize the existence of any listed species.
- Section 106 – refers to Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 306108), which requires Federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) with a reasonable opportunity to comment. In addition, federal agencies are required to consult on the Section 106 process with State Historic Preservation Offices (SHPO), Tribal Historic Preservation Offices (THPO), Indian Tribes (to include Alaska Natives) [Tribes], and Native Hawaiian Organizations (NHO).
- SOP – Standard Operating Procedure – established procedure to be followed in carrying out a given operation or in a given situation.
- Study Area - the geographic area to be discussed in an environmental document.
- TAC – Texas Administrative Code
- TPDES – Texas Pollutant Discharge Elimination System
- Transportation Activity - a construction or other project performed by the State or under its jurisdiction
- Transportation Project - The planning, construction, or reconstruction of a transportation facility that the department has the legal authority to plan, construct, or reconstruct, including but not limited to, a public road or highway, bridge, ferry, transit facility, or high occupancy vehicle lane.
- TxDOT NEPA MOU – the December 16, 2014 “Memorandum of Understanding (MOU) between FHWA and TxDOT concerning the State of Texas’ Participation in the Project Delivery Program Pursuant to 23 U.S.C. 327.”
- TXNDD – Texas Natural Diversity Database
- USC – United States Code
- Wetland Determination – Preliminary study to determine whether a wetland is present.
- UTM – Universal Transverse Mercator
- Wetland Delineation – Demarcation of the boundaries of a wetland in accordance with the most current version of the USACE *Wetlands Delineation Manual* (Technical Report Y-87-1).
- Waters of the U.S. – Jurisdictional limits of the U.S. Army Corps of Engineers under the Clean Waters Act, as defined in 33 CFR 328.

## **C. FUNCTION CODE 102(110) - FEASIBILITY STUDIES (DONE BY OTHERS)**

### Data Collection

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The Consultant shall conduct field reconnaissance and collect data as necessary to complete the schematic design. Data shall include the following information. Items “a” to “i” will be obtained from the State, if available, while items “j” to “l” will be obtained from other agencies as required.

- a. Available Corridor Major Investment Studies
- b. Design data from record drawings of existing and proposed facilities
- c. Existing and future design year traffic data
- d. Roadway inventory information, including the number of lanes, speed limits, pavement widths and rating, bridge widths and ratings, and ROW widths
- e. Aerial photos, planimetric mapping, and DTM
- f. Environmental Data
- g. Previously prepared drainage studies
- h. Adopted land use maps and plans as available
- i. Federal Emergency Management Agency (FEMA) Flood Boundary Maps and Flood Insurance Studies and Models
- j. Public and private utility information
- k. Plat research for adjacent properties as available
- l. Local Major Thoroughfare Plan

## **D. FUNCTION CODE 120(120) - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT**

Upon receiving the Notice to Proceed (NTP), the Project Manager will schedule a project kick-off meeting with key stakeholders with the objective of confirming the project’s schedule, the overall project methodology, and data requirements. The kick-off meeting will include confirming assumptions such as changes in border crossings, general traffic patterns, and overall truck traffic patterns.

Based on this meeting, the Project Manager will develop a Project Management Plan, outlining the identified project stakeholders, specific project procedures, project methodology, data collection needs, schedule, and project contact information. The Project Manager will issue a notice to stakeholders regarding project commencement and may request assistance in gathering existing data, traffic reports for the area, and details and specifics for the Project and/or other planned facilities in the area of influence, as needed.

A dedicated Quality-Assurance and Quality-Control (QA/QC) file will be maintained for the project, indicating all relevant aspects and particularities of the QA/QC procedure at hand, including specific risks,

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notable computer programs, reviewing methods, and a system to record the results of individual and periodic audits.

## 1. Environmental Documentation.

Each environmental service provided by the Consultant shall have a deliverable. Deliverables shall summarize the methods used for the environmental services and shall summarize the results achieved. The summary of results shall be sufficiently detailed to provide satisfactory basis for thorough review by the State, and (where applicable) agencies with regulatory oversight. All deliverables shall meet regulatory requirements for legal sufficiency and shall adhere to the requirements for reports enumerated in the State's NEPA MOU.

### a. Quality Assurance/Quality Control Review

For each deliverable, the Consultant shall perform quality assurance quality control (QA/QC) reviews of environmental documents and on other supporting environmental documentation to determine whether documents conform with:

- Current Environmental Compliance Toolkit guidance published by the State's
- Environmental Affairs Division and in effect as of the date of receipt of the documents or documentation to be reviewed;
- Current state and federal laws, regulations, policies, guidance, agreements, and memoranda of understanding between the State and other state or federal agencies; and
- FHWA and American Association of State Highway and Transportation Officials (AASHTO) guidelines contained in "Improving the Quality of Environmental Documents, A Report of the Joint AASHTO and American Council of Engineering Companies (ACEC) Committee in Cooperation with the Federal Highway Administration" (May 2006) for:
  - Readability, and
  - Use of evidence and data in documents to support conclusions.

Upon request by the State, the Consultant shall provide documentation that the QA/QC reviews were performed by qualified staff

- b. Deliverables shall contain all data acquired during the environmental service. All deliverables shall be written to be understood by the public and must be in accordance with the State's Environmental Toolkit guidance, documentation standards, current guidelines, policies and procedures.
- c. Electronic versions of each deliverable must be written in software which is compatible to the State and must be provided in a changeable format for future use by the State. The Consultant shall supplement all hard copy deliverables with electronic copies in searchable Adobe Acrobat™ (.pdf) format, unless another format is specified. Each deliverable shall be a single, searchable .pdf file

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that mirrors the layout and appearance of the physical deliverable. The Consultant shall deliver the electronic files on CD-R, CD-RW media in Microsoft Windows format, or through the ftp site.

- d. When the environmental service is to apply for a permit (e.g., United States Coast Guard (USCG) or United States Army Corps of Engineers (USACE), the permit and all supporting documentation shall be the deliverable.
- e. Submission of Deliverables
  - Deliverables shall consist of technical reports of environmental services performed in addition to documentation for a Categorical Exclusion (CE) determination, including the preparation of a Request for Classification form to classify the project as an Open Ended (d) list CE, if needed, Environmental Assessment (EA) document, or an Environmental Impact Statement (EIS) when applicable. An EA will be required for the project.
  - All deliverables must comply with all applicable state and federal environmental laws, regulations and procedures and include all items listed in the Environmental Document Review Checklist.
  - On the cover page of each technical report, environmental assessment (EA), finding of no significant impact (FONSI), environmental impact statement (EIS), and record of decision (ROD) prepared under the authority granted by this MOU, and for any memorandum corresponding to any CE determination it makes, the Consultant shall insert the following language in a way that is conspicuous to the reader or include it in a CE project record: "The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 16, 2014, and executed by FHWA and TxDOT."
- f. The State will provide the State's and other agency comments on draft deliverables to the Consultant. The Consultant shall revise the deliverable:
  - to include any State commitments, findings, agreements, or determinations (e.g., wetlands, endangered species consultation, Section 106, or Section 4(f)), required for the Transportation Activity as specified by the State;
  - to incorporate the results of public involvement and agency coordination;
  - to reflect mitigation measures resulting from comments received or changes in the Transportation Activity; and
  - to include with the revised document a comment response form (matrix) in the format provided by the State.
- g. All photographs shall be 3.5" x 5" color presentation printed on matte finish photographic paper or 3.5" x 5" color presentation printed on matte white, premium or photo quality laser or inkjet paper. All photographs shall be well focused and clearly depict details relevant to an evaluation of the project area. Provision of photographs shall be one original print of each image or electronic

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presentations of comparable quality. Comparable quality electronic photograph presentations shall be at least 1200 x 1600 pixel resolution. Photographs shall be attached to separately labeled pages that clearly identify project name; project identification (ID) number; address or Universal Transverse Mercator (UTM) of resource; description of the picture and direction of the photographic view. In addition to the hard-copy prints, an electronic version of each will be submitted with the same identification information as the hard-copy.

## 2. Technical Reports and Documentation

Definition of technical report and documentation for environmental services: a report, checklist, form, or analysis detailing resource-specific studies identified during the process of gathering data to make an environmental decision.

Technical reports and documentation must be produced before an environmental document (e.g. EA) is prepared in order to identify issues early in the process. The State will determine what technical reports and documentation will be necessary for any given project. Technical reports and documentation must be prepared for the State with sufficient detail and clarity to support environmental determination(s). All technical reports must be compliant with TxDOT Environmental Compliance Toolkits, guidance and policy. The environmental document must reference the technical reports.

Environmental technical reports and documentation must include appropriate National Environmental Policy Act of 1969 (NEPA) or federal regulatory language in addition to the purpose and methodology used in delivering the service. Technical reports and forms must include sufficient information to determine the significance of impacts. Some examples of environmental technical reports and documentation are listed below:

- Purpose and Need
- Species Analysis Form (including a Species Analysis Spreadsheet)
- Air Quality Analysis
- Archeological Background Study
- Archeological Antiquities Permit Application
- Archeological Survey Report
- Bicycle and Pedestrian Accommodation
- Chapter 26, Parks and Wildlife Code
- Community Impacts Technical Report or Assessment Technical Report Form
- Farmland Protection Policy Act
- Hazardous Materials

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- Historic Resources Project Coordination Request (PCR)
- Historic Resources Survey Research Design
- Historic Resources Survey Report (HRSR)
- Indirect and Cumulative Impacts
- Section 6(f) Land and Water Conservation Fund Act
- Surface Water Analysis Form
- U.S. DOT Section 4(f) Analysis
- NEPA and Project Development
- Public Involvement
- Tier 1 Assessment
- Traffic Noise Analysis
- Work Plan Development

Minimum Deliverables for all documents and technical reports: (Additional deliverables to be identified in a work authorization based on work assigned.)

- Draft Document
- Final Document

### 3. Environmental Assessment (EA) Content and Format.

- The EA shall meet the requirements of 23 CFR §771.119 and TAC, Title 43, Part 1, Chapter 2. The EA content shall be in sufficient detail to meet regulatory requirements for legal sufficiency and include all items listed in the Environmental Document Review Checklist.
- Exhibits to be included in reports or EAs shall not exceed 11" by 17," and shall be in color. Text pages shall be 8.5" by 11". Exhibits and text in reports or EAs shall be neat and reproducible via photocopying without loss of legibility. The EA documents shall be reproduced on plain white paper unless otherwise approved in advance in writing by the State.
- The EA shall use good quality maps and exhibits, and shall incorporate by reference and summarize background data and technical analyses to support the concise discussions of the alternatives and their impacts. The Consultant shall follow the Environmental Assessment Outline and the Environmental Handbook: Preparing an Environmental Assessment located in the Environmental Compliance Toolkits located on the TxDOT website.



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Minimum Deliverables: (Additional deliverables to be identified in a work authorization based on work assigned.)

- Preliminary Draft EA for District Review
- Revised Draft EA addressing District comments
- Draft EA for Public Hearing
- Final EA

## 4. Community Impacts

(This scope is for the corresponding section(s) as listed in the Affected Environment and Environmental Consequences section of the EA.)

Community Impacts includes environmental justice, limited English proficiency, and other issues as addressed in TxDOT Environmental guidance and toolkits.

The Consultant shall perform Community Impact Assessments including displacements, changes to access and travel pattern, changes to cohesion, and Environmental Justice analysis (in accordance with Executive Order 12898) and Limited English Proficiency analysis (in accordance with Executive Order 13166).

- Compile analysis to meet requirements of TA 6640.8A. Analysis must conform to applicable current State and FHWA guidance.
- Process for Community Impact Assessment must follow guidance provided in TxDOT's Community Impacts Assessment Toolkit.

## 5. Historic Resource Identification, Evaluation and Documentation Services

(This scope is for the corresponding section(s) as listed in the Affected Environment and Environmental Consequences section of the EA.)

The Consultant shall perform non-archeological historic-age resource studies related to compliance with Section 106 and Section 110 of the NHPA (36 CFR 800). Prior to conducting formal historic resource investigations, a Project Coordination Requests (PCR) must be prepared and approved by the State to determine if further studies are warranted.

The PCR shall comply with the TxDOT Environmental Compliance Toolkits provided by the State's Environmental Affairs Division in effect as of the date of the receipt of the documents.

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- The Consultant shall revise the PCR to address comments by the State at no additional cost to the State and may be required to integrate the findings into another environmental document. The State assumes responsibility for transmitting the findings to the Texas Historical Commission (THC) and any appropriate consulting parties, and for transmitting THC and consulting parties' comments to the Consultant's Technical Expert. Consultant's Technical Expert is an institution, firm, individual, or team that provides professional scientific services, including but not limited to archeologists, biologists, geologists, historians, or other environmental professions that conduct environmental or cultural assessments required by state or federal law for transportation projects
- The Consultant shall conduct tasks associated with public involvement as requested during the historic resources reporting phase and conforming to the methodology outlined in the TxDOT Environmental Compliance Toolkits.
- The Consultant shall contact interested parties as requested by the State in order to determine local knowledge of historic resources in the project area. Interested parties include but are not limited to: Certified Local Governments, Historic Preservation Offices, County Historical Commissions, the Historic Bridge Foundation, and other consulting parties.

If State determines a reconnaissance-level Historic Resources Survey is warranted upon review of the PCR, the Consultant shall deliver a Research Design and a Reconnaissance-level Historic Resources Survey Report, the contents of which will be required by the State and the online toolkits. The deliverables associated with this project for historic resources are as follows:

- Project Coordination Request- The Consultant shall prepare a Project Coordination Request for review and comment by the State.
- Reconnaissance-level Non-Archeological Historic Resources Survey Research Design – If required by the State, the Consultant shall prepare a research design for review and comment by the State. The Research Design must conform to the TxDOT Document Standard and Report Template for Preparing an Historic Resource Research Design.
- Reconnaissance-level Non-Archeological Historic Resources Survey Report- Upon acceptance of the PCR and if requested by the State. The Consultant shall perform a non-archeological historic resources reconnaissance- level survey conforming to the latest TxDOT Historic Resources Survey Standard. The survey must document each historic-age resource (defined as a building, structure, object, historic district or non-archeological site at least 45 years old at the time of letting) within the Study Area as approved via the PCR. The Study Area must consist of the Area of Potential Effects (APE), plus parcels that are wholly or partially within the APE.
- Summary of the findings to be included in the environmental document

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- Comment Response Forms (as needed for submittals)

## 6. Archeological Background Studies & Survey

(This scope is for the corresponding section(s) as listed in the Affected Environment and Environmental Consequences section of the EA.

- Archeological Background Study- The Consultant shall provide an Archeological Background Study produced by a professional archeologist as defined in 13 TAC §26.4(2).
- The Archeological Background Study shall conform to the current Review Standard for Archeological Background Studies, available from the Environmental Compliance Toolkit.
- Unless the Consultant has previously completed an Archeological Background Study for the project, the Archeological Background Study must define and consider all alternatives selected for detailed study, including all existing right of way, all proposed new right of way, easements (temporary and permanent), and any other project-specific location designated by the State. The Archeological Background study shall consider the likely depth of impacts resulting from the proposed project. The location of all alternatives selected for detailed study shall be presented on a map or maps as part of the Archeological Background Study.
- For projects in which an Archeological Background Study has already been completed by the Consultant and the project has materially changed --affecting the project limits, proposed new right of way (if any), easements (if any), any other project-specific location designated by the State, and/or the depth of impacts -- the Archeological Background Study shall incorporate the previous study by reference and focus on the project changes.
- To conduct the Archeological Background Study, the professional archeologist shall undertake a review of existing data, including, but not limited to, the Texas Archeological Sites Atlas, geologic maps, soil maps, Potential Archeological Liability Map (PALM) of the project area (if applicable), aerial photographs, and historic maps. Based on this review, the Archeological Background Study shall identify and plot on a map the areas that require field investigation to evaluate the project's effects on archeological resources and cemeteries and shall identify the areas in which the proposed project would have no effect on archeological resources and cemeteries. The Archeological Background Study shall identify any areas proposed for field investigation where impacts are deep, extending beyond three feet in depth.
- Antiquities Permit Application, Field Surveys, and Survey Report - The Consultant shall prepare an application for a Texas Antiquities Permit for an archeological survey of the APE, which must be submitted to the State and the THC for approval. Upon issuance of the permit, the Consultant shall conduct the archeological field survey to include pedestrian inspection and shovel testing. The Consultant's Archeologists must excavate shovel tests as appropriate, throughout the APE to characterize the soils, potential disturbances, and determine whether archeological resources are present and, if so, assess those resources. Shovel testing must meet or exceed the Council of Texas

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Archeologists minimum standards for surveys in Texas. Sites (if any) must be recorded with TARL.

The results of the Archeological Survey must be included in a professional report which makes recommendations with respect to archeological resources. The Archeological Survey Report must be submitted to the State for concurrence with the findings. Upon receiving concurrence from the State, the Consultant must prepare final report copies. It is assumed that this project will be a no-collect survey; therefore artifact curation at TARL will not be required.

- Consultant shall assume that the total width of new ROW will not exceed 200 feet, and ground disturbances associated with the proposed project will be less than three feet in depth, except where the project crosses waters of the U.S. or new bridge structures or culverts will be constructed.
- This scope of work does not include formal National Register eligibility testing of archeological sites or mitigation of adverse effects through data recovery or other means. If required, these services will be performed under a supplemental agreement.

## 7. Air Quality Studies

*(This scope is for the corresponding section(s) as listed in the Affected Environment and Environmental Consequences section of the EA.)*

The Consultant shall prepare the air quality section in accordance with the current version of the State's Air Quality Handbook, and Air Quality toolkit. If the Air Quality Handbook requires it, the administrative record must contain and the Consultant shall prepare the following air quality elements in the format prescribed in the specific SOP documents or other Air Quality guidance documents:

- Conformity report form and applicable coordination,
- Hot-spot technical report and applicable coordination,
- CO TAQA analysis and associated technical report,
- Qualitative MSAT analysis,
- Quantitative MSAT analysis and associated technical report/meeting notes.
- Congestion Management Process Analysis & Disclosure,
- CHG analysis (only if it becomes a requirement in the Air Quality Handbook)
- Applicable disclosure statements in the environmental document as prescribed in the SOP for Preparing Air Quality Statements,
- Air quality cumulative and indirect impacts analysis as specified in the Cumulative and Indirect

# Environmental Clearance Services for the Mission Madero-Reynosa International Bridge

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Impacts Analysis section of this attachment and include a discussion of the analysis in the environmental document, and

- Response to public comments received on air quality issues.

## 8. Traffic Noise Technical Reporting

(This scope is for the corresponding section(s) as listed in the Affected Environment and Environmental Consequences section of the EA.)

The Consultant shall:

- Perform a traffic noise analysis in accordance with the current version of the State's (FHWA approved) "Guidelines for Analysis and Abatement of Roadway Traffic Noise" The current version of the guidance is located on the State's Traffic Noise Toolkit website. Noise analyses shall be performed for all alternatives.
- Comply with all noise policy, guidelines and standards found on the State's Traffic Noise Toolkit website. Upon request, the State will provide the Consultant's Technical Expert with existing and predicted (future) traffic data and, when available, aerial photography.
- By project location site visit, identify adjacent, land use development and photo document representative receivers that might be impacted by highway traffic noise and may benefit from feasible and reasonable noise abatement.
- Determine existing and predicted noise levels for representative receivers, as follows:
  - For transportation activities on new location, take field measurements of existing noise levels. Field measurements must be accomplished with sound meters that meet or exceed American National Standards Institute (ANSI) S1.4-1983, Type 2.
  - For transportation activities not on new location, perform computer modeling of existing (if not obtained through field measurements) and predicted (future) noise levels.
  - Computer modeling must be accomplished with the latest FHWA approved Traffic Noise Model (TNM) software program which must be purchased at the expense of the Consultant's Technical Expert from the software distributor.
  - Field measurements of existing noise levels and validation of existing model.
  - Barrier analysis for impacted receivers.
- Identify impacted receivers in accordance with the absolute and relative impact criteria.
- Consider and evaluate all required noise abatement measures for impacted receivers in

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accordance with the feasible and reasonable criteria.

- Propose noise abatement measures that are both feasible and reasonable.
- Determine predicted (future) noise impact contours for transportation activities where there is adjacent undeveloped property where residential or commercial development is likely to occur in the near future.

## 9. Water Resources Analysis and Documentation

(This scope is for the corresponding section(s) as listed in the Affected Environment and Environmental Consequences section of the EA.)

The Consultant shall provide the following analyses based on request of the State:

- Surface Water Analysis form, which can include analysis of:
  - o Section 404 of the Clean Water Act
  - o Section 303(d) of the Clean Water Act
  - o General Bridge Act/Section 9 of the Rivers and Harbors Act
  - o Section 10 of the Rivers and Harbors Act
  - o Section 401 of the Clean Water Act
  - o Executive Order 11990, Protection of Wetlands
- International Boundary Water Commission (IBWC) Approval
- Waters of the U.S. (WOUS) Delineation Report
- Section 404/10 Impacts Table
- Section 404/10/9 Permitting Package, including:
  - o USACE PCN Permitting Application
  - o USACE IP Permitting Application
  - o USACE LOP Permitting Application
  - o USACE RGP Permitting Application
  - o Conditional/Functional Assessment
  - o Permittee-responsible Mitigation Plan
  - o Permittee-responsible Mitigation Plan Implementation

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- o 401 Certification
- o USCG Bridge Permit Application
- o USCG Exception Request
- o USCG Navigational Lighting

All analysis must confirm to TxDOT's latest environmental guidance, toolkits, and templates. The Consultant must include as applicable the electronic shape files and meta data of geo-referenced GIS points of all relevant features.

## 10. Clean Water Act, Section 404

(This scope is for the corresponding section(s) as listed in the Affected Environment and Environmental Consequences section of the EA.)

The Consultant shall identify all waters within the boundaries of the project area.

- The Consultant shall make a preliminary determination of USACE jurisdiction. Restrict the level of effort to identification without formal delineation
- The Consultant shall delineate waters of the United States (WOUS), including wetlands.
  - o Provide documentation which shall include all records from field work and a compilation of field documentation for all WOUS, including wetland delineations. Wetland delineations shall be performed in accordance with the current USACE Wetlands Delineation Manual (Technical Report Y-87-1) and, the appropriate regional supplement, including the Great Plains, Arid West, or Atlantic and Gulf Coastal Plain Supplement to Technical Report Y-87-1.
  - o Stake all WOUS boundaries in the field.
- When the State is to apply for a permit, the permit and supporting documentation shall be the report and deliverable.
- Draft and Final Deliverable.
  - o The Consultant shall produce a draft and final delineation report for WOUS including wetlands. The draft report will be submitted to the State for review and approval by the State and USACE, if applicable. In the final report, address State and USACE comments from the draft report. The revised final report shall be delivered to the State within ten days of receipt of comments from the State or USACE.
  - o The location of all sites, cities, villages, highways, rivers and other features or place names discussed in the text and situated in the project locale shall be shown on the appropriate figure. All tables, figures and maps shall have a number, title, appropriate explanatory note and a source reference. In addition, where applicable, figures and all maps shall display a title, north arrow,

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scale, legend and source reference.

- The report shall be in the following format:

- a) Cover Sheet

In accordance with the State's NEPA MOU, on the cover page of the WOUS Determination and Delineation Report prepared under the authority granted by the MOU, the Consultant shall insert the following language in a way that is conspicuous to the reader or include in a CE project record:

"The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 16, 2014, and executed by FHWA and TxDOT."

- b) Introduction

- i. Who authorized the WOUS delineation.
- ii. Why the WOUS delineation is being done.
- iii. Location of site (USGS 7.5' Map).
- iv. Date of field visit(s).
- v. Identification of delineators.

- c) Methods

- i. Brief description of the method used.
- ii. State any modification of the method.
- iii. Source of existing information.

- d) Results and Discussion

- i. Description of the site.
- ii. Topography of the site.
- iii. Plant communities of the site.
- iv. Soil types identified on the site.
- v. Hydrology information of the site.
- vi. Existing wetland mapping (e.g., NWI, state, and local).

- e) Findings



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- i. Types of all WOUS identified on the site (e.g., Cowardin, et al. 1979).
  - + Description of WOUS identified.
  - + Locations of WOUS.
  - + Area of WOUS (in acres).
  - + Contrast with non WOUS.
  - + How was the WOUS boundary chosen (e.g., feature on landscape).
- ii. Types of other waters identified on the site.
  - + Description of the other waters.
  - + Locations of the other waters.
  - + Area of the other waters.
  - + How was the other water boundary chosen (e.g., feature on landscape).
- f) Conclusion.
  - i. Table summary of total area and types of all WOUS
  - ii. A map showing the location of each WOUS, including wetlands, and where a Wetland Data Form was completed.
  - iii. Statement regarding the need for permits.
  - iv. Caution that final authority rest with the appropriate agencies.
- g) Literature Cited.
- h) Appendix (Routine Wetland Determination Data Forms and, if required, Atypical Situation Data Forms).

11. Wild and Scenic Rivers (if required)- Omitted

12. Edwards Aquifer (if required)- Omitted

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## 13. Floodplain Impacts

(This scope is for the corresponding section(s) as listed in the Affected Environment and Environmental Consequences section of the EA.)

The Consultant shall determine whether the Transportation Activity has the potential to affect floodplains. Studies for floodplain impacts must fulfill the requirements of Executive Order 11988 and 23 CFR 650, Subpart A. The Consultant shall:

- Briefly describe the watershed characteristics of the study area in terms of land uses and changes in land use that may affect stream discharge.
- Briefly describe the streams in the study area, including evidence of stream migration, down cutting, or aggradations.
- Identify the presence and nature (e.g., zone A, zone AE, zone AE with floodway) of any Federal Emergency Management Agency (FEMA) mapped floodplains. Include the panel number.
- Indicate the existence of any significant development associated with the mapped area and identify the jurisdiction responsible for the floodplain.
- Identify the locations where an alternative will encroach on the base (100-year) floodplain ("encroachments"), where an alternative will support incompatible floodplain development and the potential impacts of encroachments and floodplain development. This identification should be included in the text and on a map.
- Include a list of all jurisdictions having control over floodplains for each alternative
- Where an encroachment or support of incompatible floodplain development results in impacts, the EA must provide more detailed information on the location, impacts and appropriate mitigation measures. In addition, if any alternative (1) results in a floodplain encroachment or supports incompatible floodplain development having significant impacts, or (2) requires a commitment to a particular structure size or type, the EA must include an evaluation and discussion of practicable alternatives to the structure or to the significant encroachment. The EA must include exhibits which display the alternatives, the base floodplains and, where applicable, the regulatory floodplains.
- For each alternative encroaching on a designated or regulatory floodplain, the EA must provide a preliminary indication of whether the encroachment would be consistent with or require a revision to the regulatory floodplain. If the preferred alternative encroaches on a regulatory floodplain, the EA must discuss the consistency of the action with the regulatory floodplain. In addition, the EA must document coordination with FEMA and local or state agencies with jurisdiction indicating that revision would be acceptable or that a revision is not required.
- If the preferred alternative includes a floodplain encroachment having significant impacts, the EA

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must include a finding that it is the only practicable alternative as required by 23 CFR 650, Subpart A. The finding must refer to Executive Order 11988 and 23 CFR 650, Subpart A. In such cases the EA must document compliance with the Executive Order 11988 requirements and must be supported by the following information:

- The reasons why the proposed action must be located in the floodplain;
- The alternatives considered and why they were not practicable; and
- A statement indicating whether the action conforms to applicable state or local floodplain protection standards;

## 14. Coastal Zone and Barrier Impacts (if required)- Omitted

## 15. Stormwater Permits (Section 402 of the Clean Water Act)

(This scope is for the corresponding section(s) as listed in the Affected Environment and Environmental Consequences section of the EA.)

The Consultant shall:

- Describe the need to use the TPDES General Permit, TX 150000. The text will describe how the project will comply with the terms of the TPDES, including the Stormwater Pollution Prevention Plan.
- Describe the need for Municipal Separate Storm Sewer System (MS4) notification. List MS4 participating municipalities.

## 16. USACE Permits

(This scope is for the corresponding section(s) as listed in the Affected Environment and Environmental Consequences section of the EA.)

- Section 10 of the Rivers and Harbors Act (33 USC 403). The Consultant shall determine whether the Transportation Activity requires a Section 10 permit and, if necessary and upon approval by the State, shall prepare and submit permit applications to USACE and obtain the permits.
- Section 404 of the Clean Water Act (33 USC 1344). The Consultant shall determine whether the Transportation Activity requires a Section 404 permit (Regional General or Nationwide or Individual Permit (IP)). If required and upon approval by the State, an additional scope and fee will be required to prepare and submit permit applications (i.e. Regional General Permit (RGP) application, Pre-Construction Notification (PCN), or to USACE and the Consultant shall obtain the permit. If necessary, RPG applications, PCNs, and IP applications will be prepared in accordance with the current USACE

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policies and regulations.

- If the permit is an Individual Section 404 permit, upon approval by the State, the Consultant shall prepare and submit a Tier 1 checklist or a Tier II 401 certification questionnaire and water quality certification documentation to TCEQ and USACE.
- The Consultant shall provide the State with documentation (including all original correspondence) of consultation with USACE and TCEQ.
- The Consultant shall keep the State informed during the permit coordination process.

## 17. USCG Section 9 Permit (33 USC 401)

(This scope is for the corresponding section(s) as listed in the Affected Environment and Environmental Consequences section of the EA.)

The Consultant shall:

- Determine whether streams or other water bodies crossed by a proposed transportation facility are navigable as defined in the USCG Commandant Publication P16591.3A, "Bridge Permit Application Guide."
- Consult with the USCG, and FHWA if needed, to obtain Coast Guard concurrence on navigability and the need, if any, for a USCG Bridge Permit.
- Provide the State with documentation (including all original correspondence) of consultation with the Coast Guard.
- Upon approval by the State, submit permit application and obtain a USCG Bridge Permit for bridges crossing navigable waters. The permit(s) shall be obtained in accordance with the USCG Commandant Publication P16591.3A, "Bridge Permit Application Guide."

## 18. Fish and Wildlife Coordination Act (FWCA)

(This scope is for the corresponding section(s) as listed in the Affected Environment and Environmental Consequences section of the EA.)

The Consultant shall identify water body modifications and impacts to wildlife. The Fish and Wildlife Coordination Act (FWCA) applies to projects that would result in the control or modification of a natural stream or body of water and would require a Section 404 Individual Permit.

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## 19. Biological/Natural Resources Management Analyses and Documentation

(This scope is for the corresponding section(s) as listed in the Affected Environment and Environmental Consequences section of the EA.)

The Consultant shall provide the following analyses based on request of the State:.

- Species Analysis Form, which can include:
  - Species Analysis Spreadsheet, with:
    - ▢ Habitat Analysis (entire project area)
    - ▢ Field survey for protected species
    - ▢ Presence/absence survey (include species)
  - Tier 1 Site Assessment, with:
    - ▢ Early coordination with TPWD
    - ▢ Administrative Coordination with TPWD
  - Bald and Golden Eagle Protection Act (BGEPA) analysis with coordination assistance
- Farmland Protection Policy Act (FPPA) analysis
- Preparation of USFWS/NMFS species consultation, which can include:
  - Section 7 informal consultation for USFWS/NMFS
  - Section 7 formal consultation for USFWS/NMFS
- All analysis must confirm to TxDOT's latest environmental guidance, toolkits, and templates. The Consultant must include as applicable the electronic shape files and meta data of geo-referenced GIS points of all relevant features.

## 20. Invasive Species

(This scope is for the corresponding section(s) as listed in the Affected Environment and Environmental Consequences section of the EA.)

The Consultant shall address Executive Order 13112 on Invasive Species as per the Ecological Resources Handbook (TxDOT Environmental Online Toolkit).

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## 21. Essential Fish Habitat - Omitted

## 22. Beneficial Landscaping

(This scope is for the corresponding section(s) as listed in the Affected Environment and Environmental Consequences section of the EA.)

Address Executive Memorandum on Beneficial Landscaping of April 26, 1994 as per the Ecological Resources Handbook (TxDOT Environmental Online Toolkit).

## 23. Farmland Impacts

(This scope is for the corresponding section(s) as listed in the Affected Environment and Environmental Consequences section of the EA.)

Determine farmland impacts. Identification of farmland impacts shall be in accord with the Farmland Protection Policy Act (FPPA) (7 USC 4201 et. seq.) and the Ecological Resources Handbook (TxDOT Environmental Online Toolkit) guidance on addressing FPPA, which includes determining whether the project is exempt or completion of form AD 1006 or CPA 106 as appropriate.

## 24. Initial Assessment with Hazardous Materials Project Impact Evaluation Report.

(This scope is for the corresponding section(s) as listed in the Affected Environment and Environmental Consequences section of the EA.)

The Consultant shall:

- Perform an Initial Site Assessment (ISA) for potential hazardous materials impacts for the limits of the study area. The Consultant is responsible acquiring the latest version of TxDOT's Hazardous Materials Initial Site Assessment (ISA) located in the Hazardous Materials Toolkit (<http://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits/haz-mat.html>).
  - Note: The ISA must determine the potential for encountering hazardous materials in the study area, including possible environmental liability, increased handling requirements (e.g. soil or groundwater), and potential construction worker health and safety issues.
  - Note: The Consultant is responsible for reviewing and being familiar with the State's guidance related to the development of the ISA and the Hazardous Material process. All guidance and information related to this can be found on the Hazardous Materials Toolkit.

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- Produce and submit to the State a completed ISA with Hazardous Materials Project Impact Evaluation Report using the State's ISA Environmental Compliance Toolkit guidance format.
- The Consultant's completed ISA must include, when applicable, full copies of list search reports, including maps depicting locations, copies of agency file information, photographs, recommendations, and any other supporting information gathered by the Consultant to complete the ISA.
- Provide the State a report discussing the known or potential hazardous materials impacts suitable for inclusion in the environmental document, based on the ISA information. The report of hazardous materials impacts shall include, when applicable:
  - A concise summary of relevant information gathered during the ISA, including sufficient information to show that the study area for the Transportation Activity was adequately investigated for known or potential hazardous material contamination.
  - A concise description of the scope of the hazardous materials ISA, disclosure of any limitations of the assessment, and a statement indicating who performed the assessment.
  - A concise summary of the findings of the assessment for each alternative considered, along with an opinion of the potential of an identified site to impact the project during construction.
  - A discussion of any commitments recommended for performing further investigation of suspect areas, and justification for postponement of further investigation.
  - A summary of efforts to be employed by the State to avoid or minimize involvement with known or suspected hazardous material contamination sites during construction, and justification for not avoiding contaminated sites within the preferred alternative or corridor alignment.
  - Disclosure of known or suspected hazardous material contamination that is anticipated to be encountered during construction.
  - A discussion of any required or recommended special considerations, contingencies or provisions to handle known or suspected hazardous material contamination during right-of-way negotiation and acquisition, property management, design and construction.
  - A summary of any early coordination or consultation conducted with the regulatory agencies, local entities or property owners.
  - A discussion of any further hazardous materials related coordination with, and approvals or permits required from, the regulatory agencies or other entities.
- Should the findings of the ISA conclude that additional investigation, special considerations, or other commitments from the State are required during future stages of project development, the Consultant shall review those findings and commitments with the State prior to completing the hazardous materials discussion for the environmental document.

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## 25. Regional Toll Analysis (if required)- Omitted

## 26. Public Involvement (23 CFR §771.111)

(This scope is for the corresponding section(s) as listed in the Public Involvement section of the EA.)

The Consultant shall:

- Perform public involvement activities in accordance with TAC, Title 43, Part 1, Chapter 2 and 36 CFR 800.2.
- Compile, maintain and update a mailing list of people, agencies and organizations interested in the Transportation Activity.
- Make all arrangements and pay for meetings with affected property owners (MAPOs), public meetings and hearings, including the site of the meetings, mailing and publishing notices, preparation of exhibits, provision for taping or transcription of proceedings, and any other arrangements as directed by the State. The Consultant's Technical Expert shall not hold public meetings or hearings in the absence of State personnel.
- Submit all legal notices to the State for review no less than two weeks prior to publication.
- Arrange at least three planning meetings with the State prior to each public meeting or hearing to review all exhibits and other materials to be used prior to public meetings or hearings.
- Obtain the State's approval for all legal notices, exhibits, and other materials.
- Provide personnel to staff meetings and hearings, including a translator and people to perform registration, make presentations, and answer questions. Staffing levels of personnel to be provided shall be identified by the State in advance of the meeting.
- Develop and submit to the State a public meeting documentation packet consistent with the Environmental Compliance Toolkits. The documentation packet shall be included in the environmental document.
- Develop and send acknowledgement letters and response letters to commenters at public meetings or hearings. The Consultant's Technical Expert shall not distribute acknowledgement or response letters without prior approval by the State.

## 27. Section 4(f) Evaluations.

(This scope is for the corresponding section(s) as listed in the Affected Environment and Environmental Consequences section of the EA.)



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- The 4(f) Section of the environmental document must document all data necessary to address to the satisfaction of the State potential use of Section 4(f) properties in accordance with 23 CFR 774.
- All Section 4(f) evaluations must meet the requirements set forth in the State's Environmental Compliance Toolkit guidance.

## 28. Section 6(f) Evaluation

(This scope is for the corresponding section(s) as listed in the Affected Environment and Environmental Consequences section of the EA.)

The Consultant must determine if Land and Water Conservation Fund Act funds were used for the Section 4(f) property in accordance with the regulatory requirements and TPWD guidelines.

## 29. Indirect and Cumulative Impacts (ICI) Analysis

(This scope is for the corresponding section(s) of the CE documentation, EA, or EIS.)

The Consultant shall provide all induced growth impact and cumulative impacts (ICI) studies that meet the requirements set forth in the State's Environmental Compliance Toolkit guidance.

## 30. Re-evaluation - Omitted

## 31. Reference Documents

The Consultant shall adhere to the content of TxDOT's On-Line Environmental Compliance Toolkit guidance.

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