

**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE NORTH EAST TEXAS  
REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 26-12**

WHEREAS, the North East Texas Regional Mobility Authority (“NET RMA”) was created pursuant to the request of Gregg and Smith Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et seq.* (the “RMA Rules”); and

WHEREAS, the Board of Directors of the NET RMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, subsequent to the initial formation of the NET RMA the Counties of Cherokee, Rusk, Harrison, Upshur, Bowie, Panola, Wood, Van Zandt, Titus, Kaufman, Camp, and Cass joined the Authority and are represented on the Board of Directors; and

WHEREAS, on April 11, 2023, in Resolution 23-09, the NET RMA Board of Directors approved the selection of H.W. Lochner, Inc. (“Lochner”) to serve as one of the general engineering consultants (“GEC”) to the NET RMA and authorized the Chairman to execute an agreement with Lochner for the provision of general consulting civil engineering services; and

WHEREAS, Lochner has developed a proposed scope of work and budget for the construction, engineering, and inspection services for the Segment 3B South Overlay Project (the “Services”); and

WHEREAS, a copy of that proposed scope of work and budget not to exceed \$290,719.00 is contained in Work Authorization No. 13, attached hereto as Attachment “A”; and

WHEREAS, the NET RMA Board of Directors must approve Work Authorization No. 13 before Lochner may proceed to work thereunder; and

WHEREAS, Lochner has represented to the Board of Directors that the work reflected in Work Authorization No. 13 is necessary and appropriate.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves Work Authorization No. 13 with Lochner for the construction, engineering, and inspection services for the Segment 3B South Overlay Project in the form attached hereto as Attachment “A”, for an amount not to exceed \$290,719.00; and

BE IT FURTHER RESOLVED, that all work performed under Work Authorization No. 13 shall be subject to the agreement for General Consulting Civil Engineering Services between the NET RMA and Lochner and that no additional work may be undertaken without the specific approval of the Board of Directors.

Adopted by the Board of Directors of the North East Texas Regional Mobility Authority on the 19th day of May 2026.

Submitted and reviewed by:

Approved:

Signed by:

*Brian O'Reilly*

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Brian O'Reilly

General Counsel for the North East  
Texas Regional Mobility Authority

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*Gary Halbrooks*

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Gary Halbrooks

Chair, Board of Directors

Date Passed: 05/19/26

Resolution No. 26-12

**ATTACHMENT “A”**

## WORK AUTHORIZATION

WORK AUTHORIZATION NO. 13

This Work Authorization is made as of this **19th** day of **May, 2026**, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of June 01, 2023 (the “Agreement”), between the North East Texas Regional Mobility Authority (“Authority”) and H.W. Lochner Inc., General Engineering Consultant (the “GEC”). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

### **Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

*General Engineering Consultants Totals Associated with WA#13 – Provide Construction Engineering and Inspection (CEI) Services for an HMAC overlay project on Toll 49 with limits from the South end of CR 1150 overpass (approx. Sta 726+00) and continues South to the North end of the SH 31 overpass (approx. Sta 967+00).*

*See Attachment A – Scope of Services.*

A.2. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

*GEC shall provide Construction Engineering and Inspection (CEI) Services for the project referenced above, as requested by the NET RMA.*

### **Section B. - Schedule**

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

*This Work Authorization shall be effective from May 19, 2026, to December 31, 2026.*

### **Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$290,719.00 based on the attached fee estimate.

*See Attachment B – Fee Estimate.*

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

**Section D. - Authority's Responsibilities**

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

*Provision of support documents and prompt response to inquiries as requested by the GEC.*

**Section E. - Other Provisions**

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

*(none anticipated)*

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

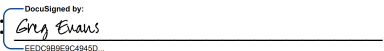
Authority: **North East Texas Regional  
Mobility Authority**

GEC: H.W. Lochner, Inc

By: Glenn Green

By: Gregory G. Evans, P.E.

Signature:  DocuSigned by:  
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Signature:  DocuSigned by:  
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Title: Executive Director

Title: Vice President

Date: 5/21/2026

Date: 5/20/2026

**Attachments:**

Attachment A – Scope of Services

Attachment B – Fee Schedule

**WORK AUTHORIZATION #13**

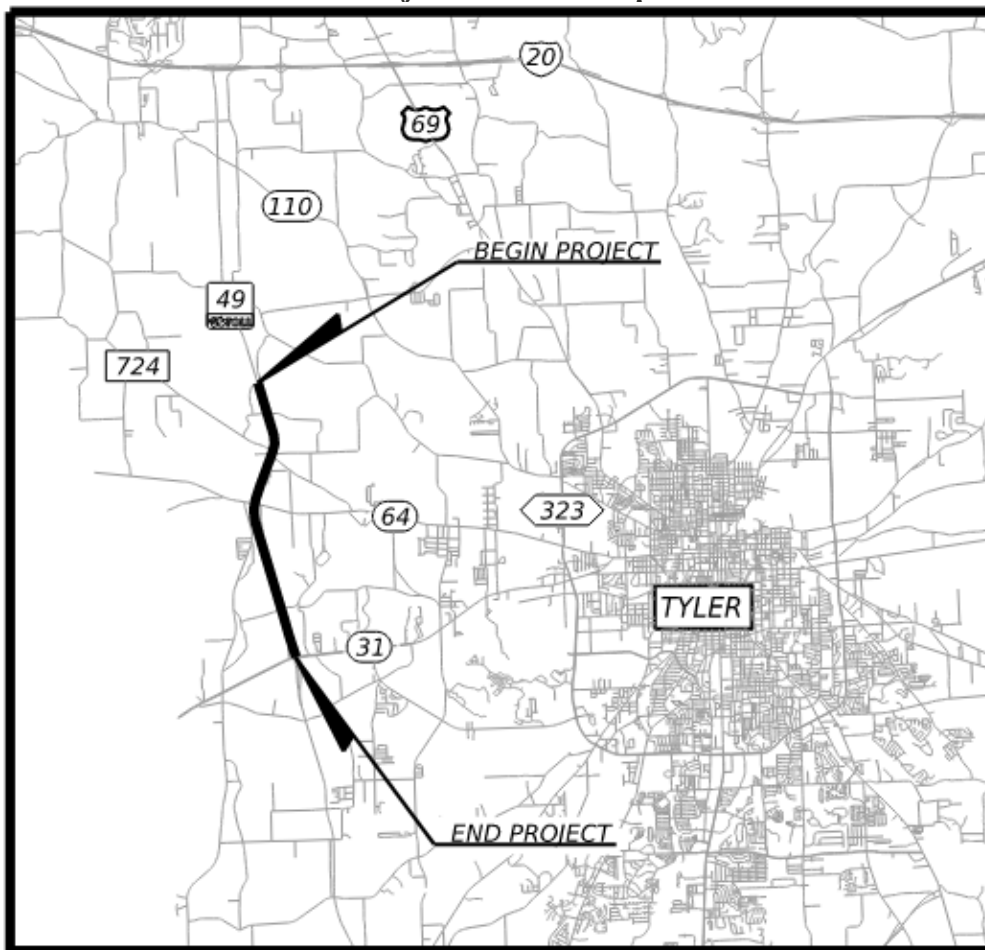
**NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY**

**ATTACHMENT A – SCOPE OF SERVICES**

**SERVICES TO BE PROVIDED BY LOCHNER AS  
GENERAL ENGINEERING CONSULTANT SERVICES ASSOCIATED WITH WA#13 –  
PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES  
FOR AN HMAC OVERLAY PROJECT ON TOLL 49 WITH LIMITS FROM THE  
SOUTH END OF CR 1150 OVERPASS (APPROXIMATE STA 726+00) AND  
CONTINUES SOUTH TO THE NORTH END OF THE SH 31 OVERPASS  
(APPROXIMATE Sta 967+00)(SEGMENT 3B SOUTH) IN SMITH COUNTY, TEXAS**

**SCOPE OF SERVICES**

**Project Location Map**



The tasks that will be performed and their associated deliverables are more fully described in the following TASK OUTLINE.

## TASK OUTLINE

### I. PROJECT MANAGEMENT AND QUALITY CONTROL (Task #10)

#### A. INVOICES AND PROGRESS REPORTS

The Engineer shall prepare and submit monthly invoices in accordance with the Master Agreement and in a format acceptable to NET RMA. The Engineer shall prepare and submit monthly progress reports with each monthly invoice.

#### **Deliverables:**

- Electronic copy of monthly Invoice and Progress Reports

### II. PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES TO CONSTRUCT THE PROJECT THROUGH COMPLETION (Task 20)

#### A. GENERAL REQUIREMENTS

The Engineer shall provide all labor, equipment, tools, and incidentals to inspect, sample, test and recommend acceptance to the NET RMA on the specific construction operations as defined in the scope of services. The Engineer shall be responsible for Engineer led inspection teams to ensure the specific operations as defined within the work authorizations are conducted in accordance with the construction plans, specifications, special specifications and special provisions. The Engineer shall provide certified personnel, outlined in the Quality Assurance plan, that are knowledgeable of all materials testing procedures. All personnel performing acceptance tests must be certified. The Engineer shall assist and advise the NET RMA in matters of policy and procedure, and generally accepted industry practices. The Engineer shall identify deficiencies in the work of the contractor, its subcontractors, its vendors and its consultants in the specific construction operations and inform the NET RMA of these deficiencies. The Engineer shall coordinate with the NET RMA's designee to schedule inspection of contractor work activities. The Engineer shall be required to be on-site performing inspection duties at any time the work is being performed including nighttime hours and on weekends as required by the planned construction work.

The Engineer shall attend any meetings required by the NET RMA to discuss specifications and action plans with regards to the pertinent bid items, i.e. Pre-Paving meeting, etc.

The Engineer shall perform Construction Engineering and Inspection (CEI) services, to assist the NET RMA in managing its construction operations before, during, and after the construction of improvements.

The Engineer shall provide "work around" ideas to keep project moving when there is a utility conflict.

The Engineer shall assist the NET RMA throughout all aspects and phases of construction operations and shall, when and as requested by the NET RMA, fully support the NET RMA in its dealings with the contractor, suppliers, subcontractors, other engineers, legal counsel, accountants, other consultants, government entities, utilities, property owners, and the general public.

The Engineer shall provide qualified technical and professional personnel to adhere to professional standards consistent with those typically met by nationally known and highly regarded construction

management firms assigned with the terms of this agreement. Unless otherwise instructed by the NET RMA, the Engineer shall minimize the need for the NET RMA to apply its own resources to assignments.

Relevant Standards, Manuals and Policies. The Engineer shall be responsible for the Construction Engineering and Inspection of an assigned project to ensure it is constructed in accordance with the construction plans, specifications, special specifications and special provisions. The Engineer shall ensure compliance with all the NET RMA's and TxDOT's relevant standards, manuals, and policies, including the Construction Contract Administration Manual (CCAM) and the Texas 2024 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (Spec Book), special specifications, and special provisions and other pertinent guidance provided by the NET RMA. The Engineer shall follow the TxDOT 2019 Guide for Sampling and Testing, the NET RMA's Procedures, the guidelines in TxDOT Utilities Manual, the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and all manuals accessible on TxDOT's external Website. The Engineer shall coordinate with the NET RMA's designee to schedule inspection of contractor work activities. The Engineer shall be required to work during nighttime hours and on weekends as required by the planned construction work.

- B. The work to be performed by the Engineer shall consist of managing construction of specific operations and to provide Engineer Led Inspection Teams (ELIT) to perform various types of services that include, but are not limited to, the following:
  - B.1. Hot Mix Asphalt Paving Inspection – includes the subgrade up to the pavement.
  - B.2. Storm Water Pollution Plan Inspection.
  - B.3. Change Orders (Engineer to provide the estimate of cost of the change order to the NET RMA and to assist with negotiations if the NET RMA desires.)
  - B.4. Review Traffic Control Plans (TCP).
  - B.5. Review work schedule, plan changes, construction issues, traffic changes, public information topics to include monitoring the schedule.
  - B.6. Provide as-built plans.
  - B.7. Inspection to include daily diaries, weekly Storm Water Pollution Prevention Plan (SW3P) inspections, testing (Lab and Field).
  - B.8. NET RMA approved method to perform recordkeeping tasks.
  - B.9. Material testing and inspection in the field at the plant or stockpile source.
- C. Prepare for and conduct the Pre-construction meeting with contractor.
- D. Inspection of Work in Progress and Project Records. The Engineer shall inspect work incorporated into the project as assigned by the NET RMA:
  - D.1. Verify that the project is built according to the plans and specifications, and all contract documents.
  - D.2. Verify the accuracy of the work and determine pay quantities by making measurements as assigned by the NET RMA.
  - D.3. Verify all the specifications and special provision requirements are met for inspected items of work regarding materials, construction, measurement and payment.
  - D.4. Verify daily quantities for each item of work assigned, performed and tabulate into a monthly pay estimate to the contractor. The estimate shall be furnished to the NET RMA for execution of payment.
  - D.5. Verify all material sourcing information and address all material or testing deficiencies on a monthly basis.

- D.6. The Engineer shall maintain all records on the project including Daily Work Reports (DWR), diaries, shop drawings and submittals, RFI drawings and sketches of measured items, sets of plans, record set plans, material on hand forms and general correspondence.
- D.7. For Monthly Progress Estimates, the Engineer shall:
  - D.7.1. Prepare all monthly progress estimates for approval by the NET RMA and submit them on the date that is determined by the NET RMA for each estimate cycle.
  - D.7.2. Verify all quantities and coordinate with the contractor when discrepancies arise.
  - D.7.3. Make recommendation for payment for work inspected during the month.
- D.8. The Engineer shall maintain a log of all contractor submittals including RFI's, shop drawings, concrete, police officer hours, material testing requirements, material on hand, reviews, approvals, and any other logs deemed necessary.
- D.9. The Engineer shall administer the material on hand, process and shall:
  - D.9.1. Verify eligibility for payment of any material requested for payment of material on hand.
  - D.9.2. Monitor and verify material on hand before paying the contract per the requirements of the specification.
  - D.9.3. Perform on-site and off-site checks to verify the material is part of the contractor's inventory as directed.
  - D.9.4. Collect invoices, certifications and testing information from the contractor to pay for material on hand within sixty (60) days.
  - D.9.5. Remove the material from the estimate, if no invoices are provided with sixty (60) days.
  - D.9.6. Spot check on-site and off-site the material on hand and document for accuracy.
- D.10. For the Environmental Process, the Engineer shall:
  - D.10.1. Follow all current Storm Water Management guidelines and verify SW3P and Environmental Permits Issues and Commitments (EPIC) sheet requirements are followed.
  - D.10.2. Verify appropriate permits are in place for all contractor Project Specific Locations (PSL's).
  - D.10.3. Maintain the SW3P working drawings, which shall be located in the field office at all times.
  - D.10.4. Maintain documentation in accordance with the Texas Pollutant Discharge Elimination System's (TPDES), and Construction General Permit (CGP).
  - D.10.5. Perform SW3P inspections every seven (7) calendar days and record the results and report and deficiencies to the contractor and verify corrections were made per the requirements of the CGP.
  - D.10.6. Verify that the contractor follows the guidelines of the CGP.
  - D.10.7. Notify the NET RMA immediately in the event the contractor has failed to make the corrections as per the requirements of the CGP.
  - D.10.8. Provide all environmental correspondence to the NET RMA.
  - D.10.9. If there are any change orders or added construction that will impact the Environmental document, the Engineer shall coordinate with the NET RMA to provide the necessary documentation.
  - D.10.10. Maintain a separate SW3P working copy of plan set and verify it is updated accordingly to remain in compliance.

D.11. For Documenting and Reporting, the Engineer shall:

- D.11.1. Prepare a DWR for each day of work from the begin work date until final acceptance. All inspectors shall prepare their own DWR each day they are on the project. Each DWR must have the weather recorded for that day, including temperature high and low, weather conditions, all visitors to the project, traffic conditions, lane closure hours, police officer names and hours worked, portable message sign hours, instruction given to the contractor, the contractor work hours, the contractor's equipment and utilization, and equal employment opportunity (EEO) issues, safety concerns, SW3P information, and accidents. When recording information pertaining to accidents, record only factual information as observed; not personal opinion. Also, include the subcontractors on the project, the number of hours on the project, and the work they are performing, and items for payment.
- D.11.2. Maintain all relevant subcontractor forms, contract assurance logs, agreements, and statements of compliance.
- D.11.3. Submit subcontractor approval requests to the NET RMA (including hauling trucks). NET RMA approval shall be required prior to payment to the contractor for the work performed by the subcontractor.
- D.11.4. Maintain hard copies of measurements and attachments that support the calculations and quantities listed in the DWR's.
- D.11.5. Maintain a daily diary. This diary will allow the Engineer to recommend payment for the items listed in the DWR and to charge time on the project and maintain milestone charges, if applicable.
- D.11.6. Identify items that will overrun and underrun during the course of the project.
- D.11.7. Follow proper procedures for field concrete specimens.
- D.11.8. Maintain a set of project records.

DELIVERABLES - The Engineer shall provide the following:

- Monthly Project Estimates (with hard copies of measurements and attachments that support the calculations and quantities listed in the estimate).
  - Monthly 3rd party estimates.
  - Monthly Material on Hand forms (1914 and 1915) HMA CX2 forms.
  - Paid invoices for material on hand.
  - Documentation for extra work.
  - SW3P Working Plan Set.
  - Weekly SW3P inspections (2118 Form).
  - One DWR per day by each person inspection items of work on the project and supporting hard copy documentation.
  - One Diary per day by the project Engineer or Project Manager.
- E. Job Control: The Engineer shall perform all sampling and testing of components and materials in accordance with the standard specifications, and all other standard and special specifications and special provisions applicable in this agreement. The testing shall include the following materials and all the components of the materials listed: Asphalt, Concrete, Soils and Aggregates. The estimated number of samples and tests are based on quantities in the executed construction contract.
- E.1. The Engineer shall ensure the testing is completed and input accordingly.
  - E.2. The Engineer shall provide certified personnel, outlined in their Quality Assurance and Quality Control (QA/QC) plan that are knowledgeable of all materials testing procedures. All

personnel performing acceptance tests must provide certifications and must maintain the certifications throughout the project. The NET RMA reserves the right to require replacement of any technician during this contract if performance is determined to be unsatisfactory or the technician fails to maintain appropriate certifications.

- E.3. The Engineer shall provide technicians certified in accordance with TxDOT Quality Assurance Programs for Construction (QAP) or other NET RMA approved programs, such as the Texas Asphalt Pavement Association (TxAPA) for Hot Mix Asphalt, and the Soils and Base Certification Program, as listed below.
- E.4. The Engineer shall provide certified technicians to perform the following tests:

E.4.1. Hot Mix Asphalt Testing

- Level I-A
- Level I-B
- Level II
- All other tests in the Manual of Testing Procedures 200-F Series or ASTM Procedures not covered in Level I-A, Level I-B, or Level II

E.4.2. Concrete Testing

- QAP Program for Concrete Testing
- Other tests outlined in the Manual of Testing Procedures 400-A Series or ASTM Procedures that are not included in the QAP Program

E.5. The Engineer shall perform testing on the project. These tests include all tests listed in TxDOT's Guide Schedule to Sampling and Testing unless otherwise directed.

E.6. The Engineer shall notify the NET RMA, to determine if any tests may be waived.

E.7. The Engineer shall attend preconstruction QA and QC testing meetings prior to beginning work.

E.8. The Engineer shall:

- E.8.1. Review and recommend approval or rejection for all sampling and testing documentation submitted by the contractor for compliance with applicable NET RMA, state and federal regulations, standards, and contract requirements.
- E.8.2. Verify all materials used meet specifications or identify materials that do not meet specifications and recommend action which should be taken.
- E.8.3. Certify that all materials used during construction meet the specifications as outlined.
- E.8.4. Work closely with the NET RMA to resolve all material discrepancies before the next monthly estimate is processed.
- E.8.5. The Engineer shall report failing tests to the NET RMA within twenty-four (24) hours.

DELIVERABLES:

The Engineer shall provide the following:

- Monthly Deficiency Reports to track material issues (one (1) per month)
- Certification Verifications
- Testing documentation as applicable
- Letters of Certification
- Test Exception Letter

**ATTACHMENT B**

**LOCHNER**

**General Engineering Consultants Totals Associated with WA#13 - Provide Construction Engineering and Inspection (CEI) Services for an HMAC overlay project on Toll 49 with limits from the South end of CR 1150 overpass (approx. Sta 726+00) and continues South to the North end of the SH 31 overpass (approx. Sta 967+00)(Segment 3B South).**

| <b>Task ID</b>       | <b>Description</b>  | <b>Price</b>        |
|----------------------|---|---------------------|
| <b>10</b>            | <b>Program Management Total</b>   | <b>\$5,256.00</b>   |
| <b>20</b>            | <b>Construction Engineering and Inspection (CEI) Services</b>               | <b>\$190,954.00</b> |
| <b>30</b>            | <b>Construction Materials Engineering and Testing Services Labor (ETTL)</b> | <b>\$60,000.00</b>  |
| <b>40</b>            | <b>Expenses</b>   | <b>\$34,509.00</b>  |
| <b>GEC Sub-Total</b> |   | <b>\$290,719.00</b> |

**Total Work Authorization #13 Amount = \$290,719.00**

Submittal Date:

Apr-24-2026

**ATTACHMENT B**

**LOCHNER**

**General Engineering Consultants Totals Associated with WA#13 - Provide Construction Engineering and Inspection (CEI) Services for an HMAC overlay project on Toll 49 with limits from the South end of CR 1150 overpass (approx. Sta 726+00) and continues South to the North end of the SH 31 overpass (approx. Sta 967+00)(Segment 3B South).**

| Task#     | Resource  | Description                | Unit | Quantity    | Rate     | Totals              |
|-----------|---|----------------------------|------|-------------|----------|---------------------|
| <b>10</b> | <b>Program Management and Quality Control</b>                         |                            |      |             |          |                     |
|           | <b>Labor</b>  |                            |      |             |          |                     |
|           |   | Program Manager            | Hr   | 8           | \$365.08 | \$2,920.64          |
|           |   | Engineer (Senior)          | Hr   | 4           | \$274.76 | \$1,099.04          |
|           |   | Engineer In Training II    | Hr   | 2           | \$127.78 | \$255.56            |
|           |   | Administrative/Clerical    | Hr   | 8           | \$122.61 | \$980.88            |
|           | <b>Labor Total</b>  |                            |      | <b>22</b>   |          | <b>\$5,256.12</b>   |
| <b>10</b> | <b>Program Management Total</b>                                       |                            |      |             |          | <b>\$5,256.00</b>   |
| <b>20</b> | <b>Construction Engineering and Inspection (CEI) Services</b>         |                            |      |             |          |                     |
|           | <b>Labor</b>  |                            |      |             |          |                     |
|           |   | Program Manager            | Hr   | 8           | \$365.08 | \$2,920.64          |
|           |   | CEI Service Manager        | Hr   | 80          | \$352.91 | \$28,232.80         |
|           |   | Construction Inspector IV  | Hr   | 400         | \$161.31 | \$64,524.00         |
|           |   | Construction Inspector III | Hr   | 400         | \$138.55 | \$55,420.00         |
|           |   | Construction Inspector II  | Hr   | 256         | \$117.13 | \$29,985.28         |
|           |   | Records Keeper - Senior    | Hr   | 64          | \$146.58 | \$9,381.12          |
|           |   | Administrative/Clerical    | Hr   | 4           | \$122.61 | \$490.44            |
|           | <b>Labor Total</b>  |                            |      | <b>1212</b> |          | <b>\$190,954.28</b> |
| <b>20</b> | <b>Construction Engineering and Inspection (CEI) Services</b>         |                            |      |             |          | <b>\$190,954.00</b> |
| <b>30</b> | <b>Construction Materials Engineering and Testing Services (ETTL)</b> |                            |      |             |          |                     |
|           | <b>Labor HMAC Testing</b>   |                            |      |             |          |                     |
|           |   | Level 1A                   | Hr   | 238         | \$116.01 | \$27,610.38         |
|           |   | Level 1B                   | Hr   | 238         | \$116.01 | \$27,610.38         |
|           |   | Level 2                    | Hr   | 10          | \$122.64 | \$1,226.40          |
|           |   | Support Manager            | Hr   | 10          | \$222.08 | \$2,220.80          |
|           |   | Project Engineer           | Hr   | 6           | \$222.08 | \$1,332.48          |
|           | <b>Labor Total</b>  |                            |      | <b>502</b>  |          | <b>\$60,000.44</b>  |
| <b>30</b> | <b>Construction Materials Engineering and Testing Services (ETTL)</b> |                            |      |             |          | <b>\$60,000.00</b>  |

|   |   |            |       |          |                     |
|---|---|------------|-------|----------|---------------------|
| <b>40</b>                                 | <b>Other Direct (These Other Direct Expenses for Lochner and E TTL at cost)</b> |            |       |          |                     |
|   | <b>Expenses</b>   |            |       |          |                     |
|   | Copies (8 1/2" X 11")   | EA         | 500   | \$0.15   | \$75.00             |
|   | Copies (11" X 17")  | EA         | 500   | \$0.25   | \$125.00            |
|   | Mileage   | Mile       | 15120 | \$0.725  | \$10,962.00         |
|   | Tolls   | EA         | 960   | \$2.52   | \$2,419.20          |
|   | Lodging/Hotel   | day/person | 96    | \$110.00 | \$10,560.00         |
|   | Lodging/Hotel - Taxes - fees  | day/person | 96    | \$45.00  | \$4,320.00          |
|   | Meals (Excluding alcohol)   | day/person | 96    | \$63.00  | \$6,048.00          |
| <b>40</b>                                 | <b>Other Direct Expenses</b>  |            |       |          | <b>\$34,509.00</b>  |
| <b>WA#13 Engineering Services Total =</b> |   |            |       |          | <b>\$290,719.00</b> |