GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

RESOLUTION NO. 21-040

APPROVING A CONTRACT WITH LJA ENGINEERING, INC. FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE 183 NORTH MOBILITY PROJECT

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) requires construction engineering and inspection services for the 183 North Mobility Project; and

WHEREAS, following a procurement conducted by Mobility Authority staff, by Resolution No. 21-033 dated May 26, 2021, the Board of Directors (Board) authorized the Executive Director to negotiate a contract with LJA Engineering Inc. to provide construction engineering and inspection services for the 183 North Mobility Project; and

WHEREAS, the Executive Director has completed those negotiations and now recommends that the Board approve the proposed contract with LJA Engineering, Inc. for construction engineering and inspection services for the 183 North Mobility Project in an amount not to exceed $33,948,146 which is which is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board approves the contract with LJA Engineering, Inc. for construction engineering and inspection services for the 183 North Mobility Project in an amount not to exceed $33,948,146 and hereby authorizes the Executive Director to finalize and execute the contract on behalf of the Mobility Authority in the form or in substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of June 2021.

Submitted and reviewed by:

Geoffrey Petrov, General Counsel

Approved:

Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

MASTER CONTRACT

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
CONTRACT FOR
PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES (the "Contract") is made by and between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas 78705, (the "Mobility Authority") and LJA Engineering, Inc. having its principal business address at 2700 La Frontera Boulevard, Suite 150, Round Rock, Texas 78681 (the "Engineer").

WITNESSETH

WHEREAS, the Mobility Authority desires to contract for services generally described as professional services, and more specifically described in Article 1 (the "Services"); and,

WHEREAS, pursuant to a qualifications-based selection conducted in accordance with the Professional Services Procurement Act (Tex. Gov't Code Sec. 2254.001, et. seq.), and the Mobility Authority's Policy Code regarding the procurement of professional services, the Mobility Authority has selected the Engineer to provide the needed Services; and

WHEREAS, the Engineer has agreed to provide the Services subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Mobility Authority and the Engineer, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows.

AGREEMENT

ARTICLE 1
SCOPE OF SERVICES

The Engineer will perform the Services and provide the items necessary for fulfillment of the Contract as identified in Attachment A, Services to be Provided by the Engineer. All Services provided by the Engineer shall comply with the terms and conditions of this Contract and any Work Authorizations issued pursuant hereto. All Services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

This Contract does not obligate the Mobility Authority or the Executive Director or his designee to proceed with the Services or authorize the performance of work through a Work Authorization.

ARTICLE 2
CONTRACT PERIOD

This Contract becomes effective when fully executed by all parties hereto and it shall terminate on December 31, 2027 (the "Final Acceptance Date").

ARTICLE 3
COMPENSATION

Compensation for the performance of the Services shall be provided as follows:

A. Maximum Amount Payable. The total amount payable under the Contract without modification is an amount not to exceed **$33,948,146.00.**

B. Methods for Compensation. The method for compensating Engineer for Services performed shall be specified in the Work Authorization issued pursuant to Article 5 and shall be one of the following types:

(1) Cost-Plus

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), the Mobility Authority will agree to pay, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, hourly rates for the staff working on the assignment computed as follows:

Direct Labor Cost x (1.0 + Overhead Rate) x (1.0 + Profit %, in decimal form)

where Direct Labor Cost equals employee's actual annual salary divided by 2080 hours per year (subject to any applicable cap); Overhead Rate equals the Engineer's most recent auditable overhead rate under 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR) or otherwise approved overhead rate pursuant to this subarticle; and Profit % reflects a ten percent (10%) profit. No increase shall be made to the specified profit percentage.

The Direct Labor Cost caps for the classifications of employees working for the Mobility Authority as of the Contract execution of this Contract are reflected in Attachment B. Revisions to Direct Labor Cost caps for employee classifications and the auditable overhead rate may be proposed no more frequently than once per calendar year, and no sooner than 12 months after Contract execution, and are subject to the written approval of the Executive Director or his designee.

The actual annual salaries for all Key Team Members and employees anticipated to work a minimum of 40 hours/month will be set as of the Contract execution. Revisions to actual annual salaries billed to the Mobility Authority may be proposed no more frequently than once per calendar year, and no sooner than 12 months after Contract execution, are limited to no more than a 3% increase per year and are subject to the written approval of the Executive Director or his designee. Actual annual salaries billed to the Mobility Authority in excess of the 3% annual increase threshold will be considered only on a case by case basis and shall be approved by the Executive Director or his designee in writing.

The Mobility Authority shall have the right to review and/or audit the Engineer's Direct Labor Costs, auditable overhead rates, and annual salaries of Key Team Members upon written request. Once approved, the range of Direct Labor Costs and auditable overhead rate will be used going forward until the next annual adjustment is requested and approved. Changes to the auditable overhead rate will not be applied retroactively to Direct Labor Costs incurred in the previous year. If the Engineer or a subconsultant of the Engineer does not have a FAR Part 31 overhead rate, they may submit, for approval by the Executive Director or his designee, alternate documentation supporting an appropriate auditable overhead rate. If an auditable overhead rate is not submitted or available, fixed hourly rates must be submitted per subarticle 3.B.4. During the term of this Contract, the Engineer shall provide to the Executive Director or his designee, prior

to requesting any adjustment to its auditable overhead rate, a copy of the report establishing a new FAR Part 31 rate for the Engineer.

The payment of the hourly rates and allowed costs shall constitute full payment for all Services, liaisons, products, materials, and equipment required to deliver the Services.

(2) Unit Cost

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), the Mobility Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an agreed upon unit price multiplied by the number of units completed for each billing. This method of payment is generally reserved for work which has a definable work product but the quantity is uncertain and the Engineer assumes the risks for all costs. Each invoice submitted shall identify the specific Contract task(s) and completed work product/deliverable for the agreed upon price outlined in the Work Authorization.

(3) Lump Sum

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), the Mobility Authority will agree to pay Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, a Lump Sum amount for the specified category of services.

The Lump Sum will include compensation for Engineer's services and services of subconsultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

The portion of the Lump Sum amount billed for Engineer's Services will be based upon Engineer's estimate, as approved by the Mobility Authority’s Director of Engineering, of the proportion of the total Services completed during the billing period to the Lump Sum amount.

(4) Specified Rate

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), and for the specified category of services, the Mobility Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an amount equal to the cumulative hours charged to the specific project by each class of Engineer's employees multiplied by the Standard Hourly Rates for each applicable billing class for all Services performed on the specific project, plus Reimbursable Expenses and sub consultant's charges, if any.

Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are included in Attachment B.

The total estimated compensation for the specified category of services shall be stated in the Work Authorization. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and sub consultants' charges, if any.

The amounts billed will be based on the cumulative hours charged to the specified category of services during the billing period by each class of Engineer's employees multiplied by the Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's sub consultant's charges, if any.

Revisions to the Standard Hourly Rates may be proposed no more frequently than once per calendar year, and no sooner than 12 months after contract execution, and are subject to written approval of the Executive Director or his designee.

C. Limitations on Rates Utilized. The Engineer represents that at all times, subject to the limitations on timing and approval in Article 2, throughout the term of this Contract that it shall not use an auditable overhead rate that exceeds the rate determined in accordance with FAR Part 31 (or successor regulations); and shall be based on actual salary amounts for the individuals performing the Services; that the Direct Labor Costs shall not exceed the caps reflected in Attachment B and shall be based on actual salary amounts for the individuals performing the Services.

D. Reimbursable Expenses. Notwithstanding the foregoing, and subject to the limitations herein, the Engineer shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the Engineer that are necessary for the performance of its duties under this Contract and which are not included in the approved overhead rate, said expenses being limited to travel costs at the Current State Rate, printing costs for specified reports and deliverables, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the Engineer employee or subconsultant, and other expenses directly approved, in advance, by the Executive Director or his designee (collectively, "Reimbursable Expenses"). Except as otherwise authorized in an executed Work Authorization, and only then to the extent reimbursable by the Texas Department of Transportation ("TxDOT") under the terms of any form of financial assistance agreement, the Mobility Authority shall not reimburse the Engineer for travel, lodging, and similar expenses incurred by the Engineer to bring additional staff to its local office or to otherwise reassign personnel to provide basic engineering support of the Engineer's performance of the Services, provided, however, that the Mobility Authority shall reimburse, but only in accordance with the terms of this subsection, such costs incurred by the Engineer to bring to its local office or the Mobility Authority's facilities, with advance approval by the Executive Director or his designee, staff with specialized skills or expertise required for the Services and not customarily available from a staff member providing services of the type described in this Contract. Roadway tolls incurred by Engineer or any of its subconsultants in connection with the performance of the Services will not be a reimbursable expense under this Contract.

Engineer acknowledges that all expenses and costs paid or reimbursed by the Mobility Authority using federal or state funds shall be paid or reimbursed in accordance with, and subject to, applicable policies of the Mobility

Authority and other applicable state and federal laws, including the applicable requirements of OMB Circular A-87, which may reduce the amount of expenses and costs reimbursed to less than what was incurred.

The Engineer shall acquire all goods and services subject to the reimbursement by the Mobility Authority under this Contract on a tax-free basis pursuant to the Mobility Authority's tax-exempt status described in subarticle 3.H. This provision applies to the extent the Mobility Authority's tax-exempt status can reasonably be extended to purchases made directly by the Engineer.

E. Subconsultants. For the purposes of this Contract, a "subconsultant" is an individual or entity contracted by the Engineer to provide services related to or part of those which the Engineer owes to the Mobility Authority under this Contract. The Engineer may engage a subconsultant to provide services, and the Mobility Authority will reimburse the Engineer for the Engineer's cost of engaging the subconsultant for those services, if the Engineer provides a written description of the proposed services and the proposed price (using rates approved in Attachment B), to the Mobility Authority's Director of Engineering before the Services are provided, and the Mobility Authority's Director of Engineering has provided to the Engineer a written approval for the Services and the proposed price. If an approved subconsultant bills on an hourly rate, each invoice from the subconsultant submitted to the Mobility Authority for reimbursement must report the tasks performed by each billing person and the amount of time spent performing the task. The Engineer may not charge a mark-up or commission on a subconsultant's invoice, and the Mobility Authority will not reimburse the Engineer in an amount that exceeds the price proposal from the subconsultant that was approved by the Mobility Authority's Director of Engineering.

F. Non-compensable Time. Time spent by the Engineer's personnel or subconsultants in an administrative or supervisory capacity not related to the performance of the Services is not compensable and shall not be billed to the Mobility Authority. Time spent on work in excess of what would reasonably be considered appropriate under industry standards for the performance of such Services is not compensable, unless that additional time spent resulted from the Mobility Authority's delay in providing information, materials, feedback, or other necessary cooperation to the Engineer. The Mobility Authority will not pay any hourly compensation to the Engineer for Services or deliverables required due to an error, omission, or fault of the Engineer.

G. Consistency of Classification/Duties and Hourly Rates. Time spent by the Engineer's employees or subconsultants to perform services or functions capable of being carried out by other, subordinate personnel with a lower hourly rate shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel.

H. Taxes. All payments to be made by the Mobility Authority to the Engineer pursuant to this Contract are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Mobility Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. A "Texas Sales and Use Tax Exemption Certificate" is available from the Mobility Authority for use toward project-related expenses upon request. Title to any consumable items purchased by the Engineer in performing this Contract shall be deemed to have passed to the Mobility Authority at the time the Engineer takes possession or earlier, and such consumable items shall immediately be marked, labeled, or physically identified as the property of the Mobility Authority, to the extent practicable.

ARTICLE 4
INVOICE REQUIREMENTS

The Engineer shall submit its monthly invoices certifying the fees charged and any Reimbursable Expenses for Services provided during the previous month and shall also present a reconciliation of monthly invoices (and related estimates) to which the work relates. Each invoice shall be in such detail as is required by the Mobility Authority and, if the work is eligible for payment through an agreement with TxDOT, in such detail as TxDOT may require, including a breakdown of Services provided on a project-by-project basis, together with other Services requested by the Mobility Authority. Upon request of the Mobility Authority, the Engineer shall also submit certified time and expense records directly related to Services provided to the Mobility Authority, and copies of invoices that support invoiced fees and Reimbursable Expenses. All invoices must be consistent with the rates established by this Contract and the compensation method specified in the Work Authorization. Unless waived in writing by the Executive Director, or his designee, no invoice may contain, and the Mobility Authority will not be required to pay, any charge for billable hours which is more than (90) days old at the time of invoicing.

A. Form of Invoices. The invoice shall show: (1) the Work Authorization number for each Work Authorization included in the billing; (2) the total amount earned thru the billing period; and (3) the amount due and payable as of the date of the current billing statement for each Work Authorization. The invoice shall indicate if the work has been completed or if the invoice is for partial completion of the work. The invoice shall be in the format provided by the Mobility Authority.

B. Disadvantaged Business Enterprise (DBE)/Historically Underutilized Business (HUB) Forms. The Engineer will be responsible for completing and including with each invoice all required DBE/HUB reporting forms included in the Work Authorization(s).

C. Time and Place of Payment. Upon receipt of an invoice that complies with all invoice requirements set forth in this Contract, the Mobility Authority shall make a good faith effort to pay the amount, which is due and payable within thirty (30) days, provided that if all or a portion of the Services reflected in the invoice are to be reimbursed by TxDOT through an agreement between TxDOT and the Mobility Authority, the Mobility Authority shall make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT. **If the Mobility Authority disputes a request for payment by the Engineer, the Mobility Authority agrees to pay any undisputed portion of the invoice when due. The basis for any such dispute must be stated in writing within thirty (30) days after the Mobility Authority's receipt of the monthly invoice.**

D. Withholding Payments. The Mobility Authority reserves the right to withhold payment of all or portion of the Engineer's invoice in the event of any of the following: (1) a dispute over all or part of the work performed or costs thereof is not resolved within a thirty (30) day period following receipt of the invoice; (2) verification of satisfactory work performed has not been completed; or (3) if required reports (including third-party verifications, if any) are not received.

E. Invoice and Progress Report Submittal Process. The protocol for invoice and progress report submittal, review, and approval will be as follows:

(1) The invoice submittal shall include:

- Progress report
- Forecast for completion of the scope
- Invoice (in the required format provided by the Mobility Authority)
- Supporting documents as requested

(2) A progress report shall be submitted to the Mobility Authority at least once each calendar month;

(3) An update to the project schedule (using critical path method analysis) indicating the project's overall status versus the baseline schedule (originally submitted with the Project Management Plan) shall be submitted to the Mobility Authority at least once each calendar month;

(4) In the event that invoices are not submitted on a monthly basis, a monthly submittal of the progress report and project schedule information will be required nevertheless;

(5) The invoice submittal shall not be later than the 10th day of the month following service unless otherwise directed; if submitted after the 10th day, it will be processed the following month;

(6) As it relates to the Mobility Authority's end of fiscal year closeout efforts, the Engineer shall submit the invoice including their services through June 30th for a given year no later than July 7th of that same year;

(7) The Mobility Authority's Director of Engineering and/or the Mobility Authority's General Engineering Consultant (the "GEC" as defined in Article 19) will review the invoices to confirm that supporting documentation is included, and for compliance with the Contract and consistency with the submitted progress report; and

(8) The invoice will either be recommended for approval by the Mobility Authority's Director of Engineering and/or GEC, or the Mobility Authority's Director of Engineering and/or GEC will return it to the Engineer for required correction.

F. Effect of Payments. No payment by the Mobility Authority shall relieve the Engineer of its obligation to perform on a timely basis the Services required under this Contract. If, prior to acceptance of any Service, product or other deliverable, the Executive Director or his designee determines that said Service, product or deliverable does not satisfy the requirements of this Contract, the Executive Director or his designee may reject same and require the Engineer to correct or cure same within a reasonable period of time and at no additional cost to the Mobility Authority.

G. Audit. The Mobility Authority shall have the right to examine the books and records of the Engineer. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at its office during the Contract period and for four (4) years from the date of final payment under this Contract or until any pending litigation has been completely and fully resolved, and the Executive Director or his designee approves of the destruction of records, whichever occurs last. The Mobility Authority or any of its duly authorized representatives, TxDOT, the Federal Highway Administration ("FHWA"), the United States Department of Transportation Office of Inspector General and the Comptroller General shall have access to any and all books, documents, papers and records of the Engineer which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 5
WORK AUTHORIZATIONS

A. Use. The Engineer shall not begin any work until the Executive Director and the Engineer have signed a Work Authorization and received a Notice to Proceed as defined in the Work Authorization. Costs

incurred by the Engineer before a Work Authorization is fully executed or after the completion date specified in the Work Authorization are not eligible for reimbursement. Services performed shall be in strict accordance with the scope, schedule, and budget set forth in each Work Authorization issued pursuant to this Contract, and no Services shall be performed which are not the subject of a validly issued Work Authorization. The Executive Director or his designee will issue Work Authorizations to authorize all work under this Contract. No work shall begin on the activity until the Work Authorization is approved and fully executed. All work must be completed on or before the completion date specified in the Work Authorization.

B. Contents. Each Work Authorization shall include: (1) scope of Services including types of Services to be performed and a full description of the work required to perform those Services (2) a full description of general administration tasks exclusive to that Work Authorization (3) a work schedule (including beginning and ending dates) with milestones; (4) the basis of payment whether cost-plus, unit cost, lump sum, or specified rate; (5) a Work Authorization budget as described in subarticle 5.C.; and (6) DBE/HUB Requirements. The Engineer shall not include additional contract terms and conditions in the Work Authorization.

C. Work Authorization Budget. A Work Authorization budget shall be prepared by the Engineer and shall set forth in detail the following: (1) the computation of the estimated cost of the work as described in the scope of Services to be provided by the Engineer; (2) the estimated time (hours/days) required to complete the work using the fees set forth in Attachment B; (3) a work plan that includes a list of the work to be performed; and (4) a maximum cost (not-to-exceed) amount or unit or lump sum cost and the total cost or price of the work as defined in the scope of Services.

D. No Guaranteed Work. Work Authorizations will be issued at the sole discretion of the Executive Director or his designee. While it is the Executive Director's or his designee's intent to issue Work Authorizations hereunder, the Engineer shall have no cause of action conditioned upon the lack of, failure to issue, or number of Work Authorizations issued.

E. Incorporation into Contract. Each Work Authorization shall be signed by both parties and become a part of the Contract. No Work Authorization will waive the Mobility Authority's or the Engineer's responsibilities and obligations established in this Contract. The Engineer shall promptly notify the Executive Director or his designee of any event that will affect completion of the Work Authorization in accordance with the terms thereof.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred beyond those authorized in a Work Authorization, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization to be approved by the Executive Director or his designee. Supplemental Work Authorizations, if required, must be executed by both parties. The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the Supplemental Work Authorization. The Executive Director or his designee shall take such time as it deems necessary, in his sole discretion, to review the Supplemental Work Authorization.

(1) Notice. If the Engineer is of the opinion that any assigned work is beyond the scope of this Contract and constitutes additional work beyond the Services to be provided under this Contract or a Work Authorization, it shall promptly notify the Executive Director or his designee and submit written justification presenting the facts of the work and demonstrating how the work constitutes supplementary work.

(2) More Time Needed. If the Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date,

the Engineer shall promptly notify the Executive Director or his designee. The Executive Director or his designee, at his sole discretion, may extend the Work Authorization period by execution of a Supplemental Work Authorization.

(3) Changes in Scope. Changes that would modify the scope of the work authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. If the change in scope affects the amount payable under the Work Authorization, the Engineer shall prepare a revised Work Authorization budget for the Executive Director's or his designee's approval. The Executive Director or his designee shall analyze the proposed justification, work hour estimate and cost. Upon approval of the need, the Executive Director or his designee shall negotiate the Supplemental Work Authorization scope with the Engineer, and then process the final Supplemental Work Authorization, subject to final written approval by the Executive Director or his designee.

(4) Limitation of Liability. The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with (or incurred prior to) the execution of a Supplemental Work Authorization.

G. Deliverables. Upon satisfactory completion of the Work Authorization, the Engineer shall submit the deliverables as specified in the executed Work Authorization and updated project schedule to the Executive Director or his designee for review and acceptance.

ARTICLE 6
PROGRESS

A. Progress meetings. As required and detailed in the Work Authorizations or as otherwise directed by the Executive Director or his designee, the Engineer shall from time to time during the progress of the work confer with the Executive Director or his designee. The Engineer shall prepare and present such information as may be pertinent and necessary or as may be requested by the Executive Director or his designee in order to evaluate features of the work.

B. Conferences. At the request of the Executive Director or his designee and as required and detailed in the Work Authorizations, conferences shall be held at the Engineer's office, the office of the Mobility Authority, or at other locations designated by the Executive Director or his designee. These conferences may also include evaluation of the Engineer's Services and work when requested by the Executive Director or his designee.

C. Reports. The Engineer shall promptly advise the Executive Director or his designee in writing of events that have a significant impact upon the progress of a Work Authorization, including:

(1) problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken or contemplated, and any Mobility Authority or state/federal assistance needed to resolve the situation; and

(2) favorable developments or events that enable meeting the work schedule goals sooner than anticipated.

D. Corrective Action. Should the Executive Director or his designee determine that the progress of work does not satisfy the milestone schedule (or other deadlines) set forth in a Work Authorization, the Executive Director or his designee shall review the work schedule with the Engineer to determine the nature of

corrective action needed. The Executive Director or his designee's participation in reviewing the work schedule and determining corrective actions needed will not, in any way, excuse the Engineer from any responsibility or costs of failure to timely perform the Services.

E. More Time Needed. If the Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed within the work schedule contained therein, the Engineer shall promptly notify the Executive Director or his designee and shall follow the procedure set forth in the Work Authorization. The Executive Director or his designee may, at his sole discretion, modify the work schedule to incorporate an extension of time with the execution of a Supplemental Work Authorization.

ARTICLE 7
SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the Executive Director or his designee desire to suspend a Work Authorization (or a portion of the work authorized thereunder) but not terminate the Contract, the Executive Director or his designee may provide written notification to the Engineer, giving ten (10) business days prior notice. Both parties may waive the ten (10) business day notice requirement in writing.

B. Reinstatement. A Work Authorization may be reinstated and resumed in full force and effect within thirty (30) days of receipt of written notice from the Executive Director or his designee to resume the work. Both parties may waive the thirty (30) day notice in writing.

C. Limitation of Liability. The Mobility Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Executive Director or his designee to begin work, during periods when work is suspended, or after the completion of the Contract or Work Authorization.

ARTICLE 8
CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Engineer has submitted work in accordance with the terms of this Contract and Work Authorization(s) but the Executive Director or his designee requests changes to the completed work or parts thereof which involve changes to the original scope of Services or character of work under the Contract and Work Authorization(s), the Engineer shall make such revisions as requested and as directed by the Executive Director or his designee, provided the work is reflected in a Supplemental Work Authorization.

B. Work Does Not Comply with Contract. If the Engineer submits work that does not comply with the terms of this Contract or Work Authorization(s), the Executive Director or his designee shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with the Contract or Work Authorization(s). No additional compensation shall be paid for this work.

ARTICLE 9
OWNERSHIP OF DATA

A. Work for Hire. All services provided under this Contract are considered work for hire and, as such, all data, basic sketches, charts, calculations, plans, specifications, electronic files, and other documents created or collected under the terms of this Contract are the property of the Mobility Authority.

B. Ownership of Plans. Notwithstanding any provision in this Contract or in common law or statute to the contrary all of the plans, tracings, estimates, specifications, computer records, discs, tapes, proposals,

sketches, diagrams, charts, calculations, correspondence, memoranda, survey notes, and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Engineer, including all information prepared for or posted on the Mobility Authority's website and together with all materials and data furnished to it by the Mobility Authority, are and at all times shall be and remain the property of the Mobility Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Mobility Authority. Engineer hereby assigns any and all rights and interests it may have in the foregoing to the Mobility Authority, and Engineer hereby agrees to provide reasonable cooperation as may be requested by the Mobility Authority in connection with the Mobility Authority's efforts to perfect or protect rights and interests in the foregoing; and if at any time demand be made by the Mobility Authority for any of the above materials, records, and documents, whether after termination of this Contract or otherwise, such shall be turned over to the Mobility Authority without delay. The Mobility Authority hereby grants the Engineer a revocable license to retain and utilize the foregoing materials for the limited purpose of fulfilling Engineer's obligations under this Contract, said license to terminate and expire upon the earlier to occur of (a) the completion of Services described in this Contract or (b) the termination of this Contract, at which time the Engineer shall deliver to the Mobility Authority all such materials and documents. If the Engineer or a subconsultant desires later to use any of the data generated or obtained by it in connection with the Projects or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the Executive Director or his designee. The Engineer shall retain its copyright and ownership rights in its own back-office databases and computer software that are not developed for the Mobility Authority or for purposes of this Contract. Intellectual property developed, utilized, or modified in the performance of Services for which the Engineer is compensated under the terms of this Contract shall remain the property of the Mobility Authority, Engineer hereby agrees to provide reasonable cooperation as may be requested by the Mobility Authority in connection with the Mobility Authority's efforts to perfect or protect such intellectual property. The Mobility Authority retains an unrestricted license for software packages developed in whole or in part with Mobility Authority funds.

C. Separate Assignment. If for any reason the agreement of the Mobility Authority and the Engineer set forth in subarticle 9.B. regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the Engineer hereby assigns and agrees to assign to the Mobility Authority all right, title, and interest that Engineer may have or at any time acquire in said work product and other materials, without royalty, fee or other consideration of any sort, and without regard to whether this Contract has terminated or remains in force. The Mobility Authority hereby acknowledges, however, that all documents and other work product provided by the Engineer to the Mobility Authority and resulting from the Services performed under this Contract are intended by the Engineer solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Engineer shall have no liability for the use by the Mobility Authority of any work product generated by the Engineer under this Contract on any project other than for the specific purpose and project for which the work product was prepared.

D. Disposition of Documents. All documents and electronic files prepared by the Engineer and all documents furnished to the Engineer by the Mobility Authority shall be delivered to the Mobility Authority upon request. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the Mobility Authority under this Contract, but further use of the data is subject to express written permission by the Executive Director or his designee.

E. Release of Design Plan. The Engineer: (1) will not release any design plan created or collected under this Contract except to its subconsultants as necessary to complete the Contract; (2) shall include a provision in all subcontracts which acknowledges the Mobility Authority's ownership of the design plan and prohibits its use for any use other than the project identified in this Contract; and (3) is responsible for any

improper use of the design plan by its employees, officers, or subconsultants, including costs, damages, or other liability resulting from improper use. Neither the Engineer nor any subconsultants may charge a fee for any portion of the design plan created by the Mobility Authority.

ARTICLE 10
PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The Mobility Authority will comply with Government Code, Chapter 552, the Texas Public Information Act in the release of information produced under this Contract.

B. Confidentiality. The Engineer shall not disclose information obtained from the Mobility Authority under this Contract without the express written consent of the Executive Director or his designee. All employees of the Engineer and its subconsultants working on the Project may be required to sign a non-disclosure and confidentiality agreement.

C. Access to Information. The Engineer is required to make any information created or exchanged with the Mobility Authority pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act as determined by the Mobility Authority, available in a format that is accessible by the public at no additional charge to the Mobility Authority.

ARTICLE 11
PERSONNEL, EQUIPMENT AND MATERIAL

A. Engineer Resources. The Engineer shall furnish and maintain an office for the performance of all Services, in addition to providing adequate and sufficient personnel and equipment to perform the Services required under the Contract. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Services required under this Contract, or it will be able to obtain such personnel from sources other than the Mobility Authority.

B. Removal of Employee. All employees of the Engineer assigned to this Contract shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Executive Director or his designee may instruct the Engineer to remove any employee from association with work authorized in this Contract if, in the sole opinion of the Executive Director or his designee, the work of that employee does not comply with the terms of this Contract; the conduct of that employee becomes detrimental to the work; or for any other reason identified by the Executive Director or his designee.

C. Authority Approval of Replacement Personnel. The Engineer may not replace any Key Team Member, as designated in the applicable Work Authorization, without prior written approval of the Director of Engineering. If any Key Team Member cease to work on this Contract, the Engineer must notify the Director of Engineering in writing as soon as possible, but in any event within (3) three business days. The notification must give the reason for removal. The Engineer must receive written approval from the Director of Engineering of proposed replacement Key Team Member. The Director of Engineering's approval will be based upon the proposed replacement Key Team Member qualifications to provide the required Services. Approval will not be unreasonably withheld.

D. Liquidated Damages. The selection of Engineer to provide the Services under this Contract was based, in part, on the Key Team Member identified in Engineer's **proposal.** Because of the importance and unique nature of the Services to be provided by Key Team Member identified in Attachment C it is impractical to calculate the actual losses that would be suffered by the Mobility Authority by the loss of Key Team Member from the Contract. Therefore, the Engineer agrees to compensate the Mobility Authority for its losses by paying

liquidated damages in the amount of $2,500 per day per Key Team Member position in Attachment C if any Key Team Member are removed by the Engineer by reassignment without prior written approval from the Director of Engineering. Liquidated damages will accrue from the date the Engineer removes the Key Team Member in Attachment C from the Contract if the parties do not agree on a replacement within (14) calendar days after the Key Team Member are removed from the Contract. If a replacement is agreed upon within that fourteen (14) calendar day period the Liquidated damages will be waived. Liquidated damages shall cease when the parties agree on a substitute or when the Contract is terminated.

E. Ownership of Acquired Property. Except to the extent that a specific provision of this Contract states to the contrary, and as provided in subarticle 9.B., the Mobility Authority shall own all intellectual and other property acquired or developed under this Contract and all equipment purchased by the Engineer or its subconsultants under this Contract. All intellectual property and equipment owned by the Mobility Authority shall be delivered to the Director of Engineering when the Contract or applicable Work Authorization terminates, or when it is no longer needed for work performed under this Contract, whichever occurs first. In the event that a capital item is purchased for the sole use of the Mobility Authority, title shall pass or transfer to the Mobility Authority prior to any use of the item by the Engineer.

ARTICLE 12
SUBCONTRACTING

A. Prior Approval. The Engineer shall not assign, subcontract, or transfer any portion of professional services related to the work under this Contract unless specified in an executed Work Authorization or otherwise without first obtaining the prior written approval from the Executive Director or his designee. Request for approval should include a written description of the proposed services, and, using rates established in Attachment B, a proposed price.

B. DBE/HUB Compliance. The Engineer's subcontracting program shall comply with the requirements of the Work Authorization(s).

C. Required Provisions. All subcontracts for professional services shall include the provisions included in this Contract and any provisions required by law. The Engineer is authorized to pay subconsultants in accordance with the terms of the subcontract.

D. Engineer Responsibilities. No subcontract shall relieve the Engineer of any of its responsibilities under this Contract and of any liability for work performed under this Contract, even if performed by a subconsultant or other third party performing work for or on behalf of the Engineer.

E. Invoice Approval and Processing. All subconsultants shall prepare and submit their invoices on the same billing cycle and format as the Engineer (so as to be included in invoices submitted by the Engineer).

ARTICLE 13
INSPECTION OF WORK

A. Review Rights. Under this Contract, the Mobility Authority, TxDOT, and the U.S. Department of Transportation, and any authorized representative of the Mobility Authority, TxDOT, or the U.S. Department of Transportation, shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Engineer or a subconsultant under this Article, the Engineer shall provide and require its subconsultants to provide all

reasonable facilities and assistance for the safety and convenience of the persons performing the review in the performance of their duties.

ARTICLE 14
SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the Director of Engineering before a final report is issued. The Director of Engineering's comments on the Engineer's preliminary report must be addressed in the final report. Draft reports shall be considered confidential unless otherwise indicated by the Director of Engineering.

ARTICLE 15
VIOLATION OF CONTRACT TERMS

A. Increased Costs. Violation of Contract terms, breach of contract, or default by the Engineer shall be grounds for termination of the Contract pursuant to Article 16, and any increased or additional cost incurred by the Mobility Authority arising from the Engineer's default, breach of contract or violation of contract terms shall be paid by the Engineer.

B. Remedies. This Contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

C. Excusable Delays. Except with respect to defaults of subconsultants, the Engineer shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Engineer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

ARTICLE 16
TERMINATION

A. Termination. The Contract may be terminated before the stated completion date by any of the following conditions:

(1) by mutual agreement and consent, in writing from both parties;

(2) by the Executive Director or his designee by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the Services set forth herein in a satisfactory manner or if the Engineer violates the provisions of Article 23, Gratuities, or DBE/HUB Requirements;

(3) by either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) days written notice and opportunity to cure;

(4) by the Executive Director or his designee for his convenience and in its sole discretion, not subject to the consent of the Engineer, by giving thirty (30) days written notice of termination to the Engineer; or

(5) by satisfactory completion of all Services and obligations described herein.

B. Measurement. Should the Executive Director or his designee terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the

Engineer. In determining the value of the work performed by the Engineer prior to termination, the Executive Director or his designee shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Executive Director or his designee terminate this Contract under subarticles 16.A.3 & 4, the Engineer shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty (30) days.

C. Value of Completed Work. If the Engineer defaults in the performance of this Contract or if the Executive Director or his designee terminates this Contract for fault on the part of the Engineer, the Executive Director or his designee will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in the applicable Work Authorization) by the Engineer in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Mobility Authority; (4) the cost to the Mobility Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; (6) delays in opening a revenue generating project and costs (including lost revenues) resulting therefrom; and (7) other factors which affect the value to the Mobility Authority of the work performed.

D. Calculation of Payments. The Executive Director or his designee shall use the fee structure established by the applicable Work Authorization in determining the value of the work performed up to the time of termination. Nothing herein shall preclude the Executive Director or his designee from offsetting against amounts earned for work completed prior to termination costs resulting from the termination or the circumstances leading to the termination.

E. Surviving Requirements. The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Mobility Authority and the Engineer under this Contract, except for those provisions that establish responsibilities that extend beyond the Contract period, including without limitation the provisions of Article 18.

F. Payment of Additional Costs. If termination of this Contract is due to the failure of the Engineer to fulfill its Contract obligations, the Mobility Authority may take over the project and prosecute the work to completion, and the Engineer shall be liable to the Mobility Authority for any additional cost to the Mobility Authority.

ARTICLE 17
COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, licensing laws and regulations, the Mobility Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. When required, the Engineer shall furnish the Mobility Authority with satisfactory proof of its compliance therewith.

ARTICLE 18
INDEMNIFICATION

THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS WHICH, FOR THE PURPOSES OF THIS CONTRACT, SHALL

INCLUDE THE MOBILITY AUTHORITY'S GEC, GENERAL COUNSEL, BOND COUNSEL, FINANCIAL ADVISORS,TRAFFIC AND REVENUE ENGINEERS, TOLL OPERATIONS/COLLECTIONS FIRMS, AND UNDERWRITERS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONSULTANTS AND AGENTS WITH RESPECT TO THE ENGINEER'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS CONTRACT OR ACTIONS RESULTING IN CLAIMS AGAINST THE INDEMNIFIED PARTIES. IN SUCH EVENT, THE ENGINEER SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY AND THE INDEMNIFIED PARTIES FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY AND/OR ANY OF THE INDEMNIFIED PARTIES, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE ENGINEER SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONSULTANTS AND AGENTS OR TO THEIR CONDUCT.

ARTICLE 19
ROLE OF GENERAL ENGINEERING CONSULTANT (GEC)

The Mobility Authority will utilize a GEC to assist in its management of this Contract. The GEC is an independent contractor and is authorized by the Mobility Authority to provide the management and technical direction for this Contract on behalf of the Mobility Authority, provided that the GEC is not an agent of the Mobility Authority. All the technical and administrative provisions of the Contract shall be managed by the GEC, and the Engineer shall comply with all of the GEC's directives that are within the purview of the Contract. Decisions concerning Contract amendments and adjustments, such as time extensions and Supplemental Work Authorizations, shall be made by the Executive Director or his designee, unless otherwise specified; however, requests for such amendments or adjustments shall be made through the GEC, who shall forward such requests to the Executive Director or his designee with its comments and recommendations.

Should any dispute arise between the GEC and the Engineer, concerning the conduct of this Contract, either party may request a resolution of said dispute by the Executive Director or his designee, whose decision shall be final.

ARTICLE 20
ENGINEER'S RESPONSIBILITY

A. Accuracy. The Engineer shall have total responsibility for the accuracy and completeness of all work prepared and completed under this Contract and shall check all such material accordingly. The Engineer shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation.

B. Errors and Omissions. The Mobility Authority and Engineer will address errors and omissions as follows:

The Engineer's responsibility for all questions and/or clarification of any ambiguities arising from errors and omissions will be determined by the Executive Director or his designee.

(1) The phrase error and omission is used throughout to mean an error, an omission, or a combination of error and omission.

(2) When an apparent error and omission is identified in work provided by the Engineer, the Executive Director or his designee will notify the Engineer of the problem and involve the Engineer in efforts to resolve it and determine the most effective solution, provided that the Executive Director or his designee shall ultimately determine the solution that is chosen.

(3) During and after construction, errors and omissions caused by the Engineer can potentially result in significant additional costs to the Mobility Authority. The resulting additional costs are considered damages that the Mobility Authority will collect from the Engineer, including through offset to amounts owed to the Engineer.

(4) After a project is constructed and is in use, there is a possibility of a contractor claim that may involve a previous error and omission by the Engineer identified during construction; it is also possible the Engineer could be responsible for some or all of the cost of the contractor claim. If there is a possibility of Engineer responsibility, upon notice of the contractor claim, the Executive Director or his designee must notify the Engineer of the situation and provide the Engineer the opportunity to contribute any information to the Executive Director or his designee that may be useful in addressing the contractor claim. The Engineer will not be involved in any discussions or negotiations with the contractor during the claims process. Upon settlement of all previous claims with the contractor, if additional costs are identified, the Executive Director or his designee should consider the same factors as during construction in determining the Engineer's level of responsibility.

(5) The additional costs which are considered damages to the Mobility Authority and are to be recovered should represent actual cost to the Mobility Authority.

(6) The Executive Director or his designee will not accept in-kind services from the Engineer as payment for additional costs owed.

(7) The Engineer is responsible for promptly correcting errors and omissions without compensation. In the situation of a dispute concerning whether or not the work is compensable, the Engineer shall not delay the work.

(8) A letter will be transmitted by the Executive Director or his designee formally notifying the Engineer of payment required for the error and omission and will indicate the Engineer's apparent liability for the identified additional costs. The letter will include an outline of the errors and omissions, along with the additional costs, and references to any previous points of coordination and preliminary agreements. Within 30 calendar days of the date of the letter, a response is required from the Engineer with: (a) payment, (b) a request for a meeting, or (c) a request for the Executive Director or his designee to consider whether the Executive Director or his designee should pursue reimbursement for the identified error and omission. If a response or payment is not received from the Engineer, the Mobility Authority may consider legal action.

(9) It is the Executive Director or his designee's responsibility to identify errors and omissions and fairly evaluate the responsibility for additional cost when applicable. It is the responsibility of the Mobility Authority staff to ensure that the Mobility Authority's business practices are professional, fair, equitable, and reasonable.

C. Professionalism. The Engineer shall perform the services it provides under the Contract: (1) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

D. Seal. The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the Mobility Authority in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

E. Resealing of Documents. Once the work has been sealed and accepted by the Director of Engineering, the Mobility Authority, as the owner, will notify the Engineer, in writing, of the possibility that a Mobility Authority engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

ARTICLE 21
NONCOLLUSION

A. Warranty. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Contract and that it has not paid or agreed to pay any company or Engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

B. Liability. For breach or violation of this warranty, the Mobility Authority shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 22
INSURANCE

The Engineer and all subconsultants shall furnish the Mobility Authority a properly completed Certificate of Insurance approved by the Executive Director or his designee prior to beginning work under the Contract and shall maintain such insurance through the Contract period. The Engineer shall provide proof of insurance (and the Professional Liability Insurance discussed herein) in a form reasonably acceptable by the Executive Director or his designee. The Engineer certifies that it has and will maintain insurance coverages as follows:

A. Workers Compensation Insurance. In accordance with the laws of the State of Texas and employer's liability coverage with a limit of not less than $1,000,000. This policy shall be endorsed to include a waiver of subrogation in favor of the Mobility Authority.

B. Comprehensive General Liability Insurance. With limits not less than $1,000,000 for bodily injury, including those resulting in death, and $1,000,000 for property damage on account of any one occurrence, with an aggregate limit of $1,000,000.

C. Comprehensive Automobile Liability Insurance. Applying to owned, non-owned, and hired automobiles in an amount not less than $1,000,000 for bodily injury, including death, to any one person, and $1,000,000 on account on any one occurrence, and $1,000,000 for property damage on account of any one occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Engineer's obligations under this Contract.

D. Excess Liability Insurance. In an amount of $5,000,000 per occurrence and aggregate.

E. Valuable Papers Insurance. In an amount sufficient to assure the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials relating to the Services

provided under this Contract in the event of their loss or destruction, until such time as the work has been delivered to the Mobility Authority.

F. Architects and/or Engineers Professional Liability insurance. Engineer shall provide and maintain professional liability coverage, with limits not less than $5,000,000 per claim and $5,000,000 aggregate. The professional liability coverage shall protect against any negligent act, error or omission arising out of design or engineering activities, including environmental related activities, with respect to the project, including coverage for negligent acts, errors or omissions by any member of the Engineer and its subconsultants (including, but not limited to design subconsultants and subconsultants) of any tier. The policy must provide that coverage extends a minimum of three (3) years beyond the Engineer's completion of the Services. This policy shall be endorsed to include a waiver of subrogation in favor of the Mobility Authority.

G. General for All Insurance. The Engineer shall promptly, upon execution of this Contract, furnish certificates of insurance to the Executive Director or his designee indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subarticles 22.A. through D., above, by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subarticle 22.E., a rating by A. M. Best Company or similar rating service satisfactory to the Mobility Authority and/or its insurance consultant; and (c) otherwise acceptable to the Executive Director or his designee.

All policies are to be written through companies authorized to transact that class of insurance in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Contract or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subarticles 22.B., C., and D., above, shall name the Mobility Authority as additional insured and shall protect the Mobility Authority, its officers, employees, and directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful acts or failures to act by the Engineer, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Contract. Certificates shall also indicate that the contractual liability assumed in Article 18, above, is included.

The insurance carrier shall include in each of the insurance policies required under subarticles 22.A. through F., the following statement: "This policy will not be canceled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director".

H. Subconsultant. In the event a subconsultant selected by the Engineer to perform work associated with this Contract is unable to secure insurance coverage in the amounts set forth in subarticles 22.B., D., and F. above, Engineer may provide to the Executive Director or his designee an explanation of coverages that a subconsultant does possess, why those coverages are adequate to cover the potential exposure for the work to be performed by the subconsultant, and an acknowledgement that the Engineer remains liable for the work performed under the Contract, including that performed by the subconsultant. The Executive Director or his designee may decide, in its sole discretion, whether to accept the coverages available to the subconsultant, and may condition its acceptance, if granted, on satisfactory evidence that Engineer will remain liable for work

performed by the subconsultant and that Engineer's insurance will cover the work, actions, errors and omissions of the subconsultant.

ARTICLE 23
GRATUITIES

A. Employees Not to Benefit. Authority policy mandates that the director, employee or agent of the Mobility Authority shall not accept any gift, favor, or service that might reasonably tend to influence the director, employee or agent in making of procurement decisions. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Executive Director of the Mobility Authority.

B. Liability. Any person doing business with or who reasonably speaking may do business with the Mobility Authority under this Contract may not make any offer of benefits, gifts or favors to Authority employees, except as mentioned above. Failure on the part of the Engineer to adhere to this policy may result in the termination of this Contract.

ARTICLE 24
DISADVANTAGED BUSINESS ENTERPRISE/HISTORICALLY UNDERUTILZED BUSINESS REQUIREMENTS

The Engineer agrees to comply with the DBE/HUB requirements and reporting guidelines set forth in the Work Authorization(s). The DBE/HUB Goal established for this project is as set forth in the Work Authorization. The Engineer also agrees to comply with the DBE/HUB subcontracting plan that was included in the response that the Engineer submitted to the Mobility Authority's Request for Qualifications.

ARTICLE 25
CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Engineer must comply with the Certificate of Interested Parties (Form 1295) adopted by the Texas Legislature as House Bill 1295, which added section 2252.908 of the Government Code, available for review at the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

The Engineer, after award, is required to complete and submit Form 1295 if the Engineer has either of the following contracts with a governmental entity or state agency starting as of January 1, 2016:

(1) Requires an action or vote by the governing body of the entity or agency before the contract may be signed; or

(2) Has a value of at least $1 million.

ARTICLE 26
MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and Services provided (hereinafter called the Records). The Engineer shall make the Records available at its office during the Contract period and for four (4) years from the

date of final payment under this Contract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The Mobility Authority shall have the exclusive right to examine the books and records of the Engineer for the purpose of checking the amount of work performed by the Engineer. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at its office during the contract period and for four (4) years from the date of final payment under this Contract or until pending litigation has been completely and fully resolved, whichever occurs last. The Mobility Authority or any of its duly authorized representatives, TxDOT, FHWA, the United States Department of Transportation Office of Inspector General, and the Comptroller General shall have access to any and all books, documents, papers and records of the Engineer which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 27
CIVIL RIGHTS COMPLIANCE

A. Compliance with Regulations. The Engineer shall comply with the Acts and Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), FHWA, as they may be amended from time to time, which are herein incorporated by reference and made part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Engineer shall not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Mobility Authority or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Mobility Authority or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the Nondiscrimination provisions of this Contract, the Mobility Authority shall impose such Contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the Engineer under the Contract until the Engineer complies and/or

(2) cancelling, terminating, or suspending of the Contract, in whole or in part.

ARTICLE 28
PATENT RIGHTS

The Mobility Authority and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this Contract.

ARTICLE 29
DISPUTES

A. Disputes Not Related to Contract Services. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the Services authorized herein.

B. Disputes Concerning Work or Cost. The Executive Director of the Mobility Authority shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Contract, and his decision upon all claims, questions and disputes shall be final. The Engineer shall comply with the provisions of Article 29 in proceeding with such disputes.

ARTICLE 30
SUCCESSORS AND ASSIGNS

The Engineer and the Mobility Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. The Engineer shall not assign, subcontract, or transfer its interest in this Contract without the prior written consent of the Executive Director or his designee.

ARTICLE 31
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 32
PRIOR CONTRACTS SUPERSEDED

This Contract, including all attachments, constitutes the sole agreement of the parties hereto for the Services authorized herein and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

ARTICLE 33
CONFLICT OF INTEREST

A. Representation by Engineer. The undersigned Engineer represents that it has no conflict of interest that would in any way interfere with its or its employees' performance of Services for the Mobility Authority or which in any way conflicts with the interests of the Mobility Authority and certifies that it is in full

compliance with the Mobility Authority's Policy Code related to Conflicts of Interest. The Engineer shall prevent any actions or conditions that could result in a conflict with the Mobility Authority's interests.

B. Certification Status. The Engineer certifies that it is not:

(1) a person required to register as a lobbyist under Chapter 305, Government Code

(2) a public relations firm

(3) a government consultant

C. Environmental Disclosure. If the Engineer will prepare an environmental impact statement or an environmental assessment under this Contract, the Engineer certifies by executing this Contract that it has no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

D. Engineering Services for the Construction Contractor. Specific to the Project for which the Services are being provided under this Contract, the Engineer shall not provide services directly to the contractor responsible for constructing the Project unless approved by the Executive Director or his designee.

ARTICLE 34
ENTIRETY OF AGREEMENT

This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Contract shall be valid unless made in writing signed by both parties hereto.

ARTICLE 35
SIGNATORY WARRANTY

The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete authority to enter into this Contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the Mobility Authority to enter into this Contract.

ARTICLE 36
NOTICES

A notice, demand, request, report, and other communication required or permitted under this Contract, or which any party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii) two days after deposit with a nationally recognized overnight courier delivery service addressed to such party at their address set forth below, or to such other address as a party may from time to time designate under this article, or (iii) receipt of an electronic mail transmission (attaching scanned documents in a format such as .pdf or .tif) for which confirmation of receipt by the other party has been obtained by the sending party:

In the case of the Engineer:

TW Lowe, P.E.
LJA Engineering, Inc.
2700 La Frontera Boulevard, Suite 150
Round Rock, TX 78681
TLowe@lja.com

In the case of the Mobility Authority:

James Bass, Executive Director
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705
Email: jbass@ctrma.org

A party may change the information provided in this article for notification purposes by providing notice to the other party of the new information and the effective date of the change.

ARTICLE 37
BUSINESS DAYS AND DAYS

For purposes of this Contract, "business days" shall mean any day the Mobility Authority is open for business and "days" shall mean calendar days.

ARTICLE 38
INCORPORATION OF PROVISIONS

Attachments A through C are attached hereto and incorporated into this Contract as if fully set forth herein.

ARTICLE 39
PRIORITY OF DOCUMENTS/ORDER OF PRECEDENCE

This Contract, and each of the Attachments (together, the "Contract Documents"), are an essential part of the agreement between the Mobility Authority and the Engineer, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete Contract. In the event of any conflict among the Contract Documents or between the Contract Documents and other documents, the order of precedence shall be as set forth below:

A. Supplemental Work Authorizations;

B. Work Authorizations;

C. Contract Amendments;

D. This Contract;

E. The Request for Qualifications;

F. The Engineer's Response to the Request for Qualifications.

Additional details and more stringent requirements contained in a lower priority document will control unless the requirements of the lower priority document present an actual conflict with the requirements of the higher-level document. Notwithstanding the order of precedence among Contract Documents set forth in this Article 39, in the event of a conflict within a Contract Document or set of Contract Documents with the same order of priority (including within documents referenced therein), the Executive Director or his designee shall have the right to determine, in his sole discretion, which provision applies.

IN WITNESS WHEREOF, the Mobility Authority and the **Engineer** have executed this Contract in duplicate.

THE ENGINEER	**THE MOBILITY AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	James Bass
(Printed Name)	(Printed Name)
_____	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

Attachments to Contract for Professional Services

Attachments	Title
A	Services to be Provided by the Engineer
B	Rate Schedule
C	Key Team Members

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE ENGINEER

The Services to be provided by the Engineer include providing and maintaining construction engineering, inspection, survey, and materials testing staff at the field office supplied by the Mobility Authority's design-build contractor (the "DB Contractor"). The Engineer will oversee, inspect, test, survey, review, and document construction activities performed by the Contractor.

Scheduling of activities will conform to the Project milestones established by the Mobility Authority.

The Engineer will serve as a member of the project oversight team (the "Oversight Team") comprised of the Mobility Authority and GEC. The Engineer will coordinate with the both the Mobility Authority and their GEC. It is understood that all references herein to responsibilities of or actions by the Mobility Authority will be led or supported by the GEC. The Engineer shall work cooperatively and collaboratively throughout all aspects and phases of construction operations and in its dealings with the Mobility Authority, Contractor, GEC, TxDOT, toll system integrators, suppliers, subcontractors, engineers, legal counsel, accountants, consultants, government entities, utilities, property owners, and the general public.

The Engineer shall coordinate with the Mobility Authority's public involvement team, as required, in the Mobility Authority's dealings with the general public, adjacent property owners, and interested advocacy groups.

The Engineer shall keep the Oversight Team informed of the Contractor's operations in the field, especially issues related to safety, quality, schedule, potential change orders, and potential construction claims. The Engineer will have the authority to stop construction activity in response to emerging life safety issues.

The Engineer will not control or direct the construction under the construction contract. Field inspections will not relieve the Contractor of sole responsibility for the means and methods of construction, or for health or safety precautions in connection with the work under the construction contract.

The Engineer shall ensure the construction of the project is conducted in accordance with the construction plans, specifications, special specifications, special provisions and in compliance with the construction contract.

The Engineer shall assist and advise the Mobility Authority in matters of policy and procedure, and generally accepted industry practices. The Engineer shall identify deficiencies in the work of the contractor, its subcontractors, vendors, and consultants in the specific construction operations and inform the Mobility Authority of these deficiencies.

The Engineer should be aware that the time frames noted herein are tentative and subject to change. The Engineer will remain available for the duration that the services are required by the Mobility Authority, unless the Contract is terminated. The Engineer shall be on-site performing inspection, survey, and testing duties at any time the work is being performed including nighttime hours and weekends as required by the planned construction work.

The schedule of the project will be based on the contractor's construction schedule, days added by change order or other modifications and a closeout period. The Engineer shall closeout the project and ensure that documentation and project related issues have been resolved and submitted to the Mobility Authority by the Engineer as close to project final acceptance as practical.

The Engineer shall attend any meetings required by the Mobility Authority to discuss specifications and action plans with regards to the pertinent work items, e.g., Pre-Con meetings, Safety meetings, Pre-Activity meetings, weekly and monthly coordination meetings with the Mobility Authority, etc. The Engineer shall provide required documentation for these meetings.

The Engineer shall assist in the development of "work around" concepts to be discussed with the Mobility Authority to keep project moving when there is a third-party conflict.

The Engineer shall assist the Mobility Authority throughout all aspects and phases of construction operations and shall, when requested by the Mobility Authority, fully support the Mobility Authority 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 that adhere to professional standards consistent with those typically met by nationally known and highly regarded construction management firms. Unless otherwise instructed by the Mobility Authority, the Engineer shall minimize the need for the Mobility Authority to apply its own resources to assignments.

The work elements to be provided by the Engineer for the Project may include:

1. **Project Controls**
   The Team shall provide Project correspondence, Record keeper duties, Document control, project scheduling, Contractor draw requests, changes/assessment, Project reporting, and external auditing interface.

2. **Construction Engineering**
   The Team will provide quality control and assurance for the construction of the project

through construction engineering and management in accordance with the plans, specifications, and approved Construction Quality Management Plan to be developed by the Team in collaboration with the Mobility Authority.

3. **Construction Inspections**
   The Team's inspection team shall perform and report construction inspections of all operations related to structures, roadway, drainage, traffic (i.e. signs, striping, signals, illumination), stormwater pollution prevention plan and maintenance of traffic to validate that the Contractor's work, including sequencing of work, is conducted in accordance with the approved contract documents.

4. **Survey Oversight**
   Survey oversight is primarily intended as survey quality assurance of the efforts of the Contractor and the Contractor's surveyor.

5. **Materials Engineering and Acceptance**
   Provide a Qualification Program for materials utilized for the construction of the Project in accordance with the Mobility Authority's Quality Acceptance Program ("QAP"). Maintain documentation of all qualified individuals who perform required tests for acceptance of materials.

ATTACHMENT B
RATE SCHEDULE

LJA

CY 2021- Raw Rates				
Job Title	**Actual***	**Min**	**Max**	**Personnel***
Key Personnel				
Principal		$90.00	$120.00	
Construction Coordinator		$95.00	$100.00	
Quality Manager / Auditor				
Inspection Manager (Chief)		$95.00	$100.00	
Sr. Roadway Inspector		$44.00	$48.00	
Sr. Bridge Inspector		$48.00	$53.00	
Sr. Wall Inspector		$46.00	$52.00	
Sr. Signal Technician		$35.00	$40.00	
Traffic Control Inspector		$38.00	$42.00	
Lead Utility Inspector		$46.00	$50.00	
Lead Materials Manager				
Materials Records				
Survey Manager				
Project Controls Manager		$76.00	$80.00	
Record Keeper		$37.00	$43.00	
Field Support				
Sr. Construction Inspector		$44.00	$48.00	
Construction Inspector		$40.00	$45.00	
Structural Inspector		$45.00	$49.00	
Utility Inspector		$36.00	$40.00	
ROW Support		$32.00	$42.00	
Tolls Gantry Inspector		$43.00	$48.00	
Env. Compliance Manager		$60.00	$65.00	
Other Support Services				
Admin/Clerical		$27.00	$35.00	
Contract Coordinator		$35.00	$40.00	
Records Keeper Support		$30.00	$35.00	
Scheduler		$48.00	$55.00	
Sr. Scheduler		$55.00	$67.00	
Engineer in Training		$32.00	$38.00	
Engineering Technician				
Project Engineer		$40.00	$50.00	
Sr. Engineer		$50.00	$75.00	
Toll Operations Support				
Sr. Claims Specialist				
OH Rate (Home)	177.53%			
OH Rate (Field)	120.00%			

ATTACHMENT B
RATE SCHEDULE

BET

CY 2021- Loaded Rates	
Job Title	**Max**
Labor	
Senior Engineer/ Materials Manager (15+ yrs)	$225.00
Project Engineer (PE)	$145.00
Engineer-in-Training	$97.00
Senior Eng. Tech (10+ yrs exp)	$95.00
Field Inspector/Eng. Tech (<10 yrs exp)	$89.00
Construction Inspector III (10 to 15 yrs)	$99.00
Construction Inspector IV (15+ yrs)	$110.00
Administrative/Clerical	$75.00

ATTACHMENT B
RATE SCHEDULE

CPY

CY 2021- Raw Rates				
Job Title	**Actual***	**Min**	**Max**	**Personnel***
Key Personnel				
Principal				
Construction Coordinator				
Quality Manager / Auditor				
Inspection Manager (Chief)				
Sr. Roadway Inspector				
Sr. Bridge Inspector				
Sr. Wall Inspector		$44.95	$46.30	
Sr. Signal Technician				
Traffic Control Inspector		$43.13	$47.60	
Lead Utility Inspector		$33.99	$40.63	
Lead Materials Manager				
Materials Records				
Survey Manager				
Project Controls Manager				
Record Keeper		$47.36	$48.78	
Field Support				
Sr. Construction Inspector		$44.95	$50.00	
Construction Inspector		$28.85	$45.00	
Structural Inspector		$37.84	$50.00	
Utility Inspector		$37.84	$45.00	
ROW Support				
Tolls Gantry Inspector				
Env. Compliance Manager		$44.86	$48.78	
Other Support Services				
Admin/Clerical		$31.78	$35.00	
Contract Coordinator				
Records Keeper Support		$37.50	$47.36	
Scheduler		$37.88	$43.03	
Sr. Scheduler		$43.03	$43.03	
Engineer in Training		$33.65	$38.50	
Engineering Technician		$40.34	$40.63	
Project Engineer		$48.50	$57.69	
Sr. Engineer		$78.85	$91.34	
Toll Operations Support				

OH Rate (Home)	167.09%
OH Rate (Field)	145.57%

ATTACHMENT B
RATE SCHEDULE

FPE

CY 2021- Raw Rates				
Job Title	**Actual***	**Min**	**Max**	**Personnel***
Key Personnel				
Principal				
Construction Coordinator				
Quality Manager / Auditor				
Inspection Manager (Chief)				
Sr. Roadway Inspector				
Sr. Bridge Inspector				
Sr. Wall Inspector				
Sr. Signal Technician				
Traffic Control Inspector				
Lead Utility Inspector				
Lead Materials Manager				
Materials Records				
Survey Manager				
Project Controls Manager		$68.00	$76.92	
Record Keeper				
Field Support				
Sr. Construction Inspector				
Construction Inspector				
Structural Inspector				
Utility Inspector				
ROW Support				
Tolls Gantry Inspector				
Env. Compliance Manager				
Other Support Services				
Admin/Clerical		$26.50	$ 28.25	
Contract Coordinator		$33.75	$33.75	
Records Keeper Support				
Scheduler		$33.50	$ 57.75	
Sr. Scheduler		$68.00	$ 78.75	
Engineer in Training		$31.00	$ 37.02	
Engineering Technician		$32.00	$ 33.75	
Project Engineer		$55.00	$61.25	
Sr. Engineer		$60.25	$77.87	
Toll Operations Support				
Senior Claims Specialist		$80.00	$120.00	

OH Rate (Home)	144.48%
OH Rate (Field)	N/A

ATTACHMENT B
RATE SCHEDULE

GSL

CY 2021- Raw Rates				
Job Title	**Actual***	**Min**	**Max**	**Personnel***
Key Personnel				
Principal				
Construction Coordinator				
Quality Manager / Auditor				
Inspection Manager (Chief)				
Sr. Roadway Inspector				
Sr. Bridge Inspector				
Sr. Wall Inspector				
Sr. Signal Technician				
Traffic Control Inspector				
Lead Utility Inspector				
Lead Materials Manager				
Materials Records				
Survey Manager				
Project Controls Manager				
Record Keeper				
Field Support				
Sr. Construction Inspector		$43.00	$52.00	
Construction Inspector		$28.00	$38.00	
Structural Inspector		$47.00	$57.00	
Utility Inspector				
ROW Support				
Tolls Gantry Inspector				
Env. Compliance Manager				
Other Support Services				
Admin/Clerical				
Contract Coordinator				
Records Keeper Support				
Scheduler				
Sr. Scheduler				
Engineer in Training				
Engineering Technician				
Project Engineer				
Sr. Engineer				
Toll Operations Support				

OH Rate (Home)	144.49%
OH Rate (Field)	120.00%

ATTACHMENT B
RATE SCHEDULE

HNTB

CY 2021- Raw Rates				
Job Title	**Actual***	**Min**	**Max**	**Personnel***
Key Personnel				
Principal		$153.12	$155.52	
Construction Coordinator		$98.08	$120.62	
Quality Manager / Auditor		$68.88	$95.09	
Inspection Manager (Chief)		$86.16	$102.98	
Sr. Roadway Inspector		$52.40	$69.80	
Sr. Bridge Inspector		$72.16	$75.77	
Sr. Wall Inspector				
Sr. Signal Technician				
Traffic Control Inspector		$46.64	$48.97	
Lead Utility Inspector				
Lead Materials Manager				
Materials Records				
Survey Manager				
Project Controls Manager		$57.44	$95.09	
Record Keeper		$35.00	$42.00	
Field Support				
Sr. Construction Inspector		$55.00	$75.77	
Construction Inspector		$34.56	$62.83	
Structural Inspector		$59.84	$70.81	
Utility Inspector		$69.76	$82.91	
ROW Support		$48.48	$60.60	
Tolls Gantry Inspector		$80.88	$84.92	
Env. Compliance Manager		$81.12	$122.47	
Other Support Services				
Admin/Clerical		$19.28	$37.46	
Contract Coordinator		$27.44	$74.68	
Records Keeper Support				
Scheduler		$31.12	$60.31	
Sr. Scheduler		$57.44	$95.09	
Engineer in Training		$29.20	$50.30	
Engineering Technician		$31.68	$80.47	
Project Engineer		$53.04	$88.20	
Sr. Engineer		$77.36	$120.62	
Toll Operations Support		$80.88	$118.19	
Senior Claims Specialist		$114.40	$178.33	
OH Rate (Home)	138.00%			
OH Rate (Field)	88.15%			

ATTACHMENT B
RATE SCHEDULE

HVJ South Central Texas

CY 2021- Loaded Rates	
Job Title	**Max**
Labor	
Senior Engineer/ Materials Manager (15+ yrs)	$225.00
Project Engineer (PE)	$145.00
Engineer-in-Training	$97.00
Field Inspector/Senior Eng. Tech (10+ yrs exp)	$95.00
Field Inspector/Eng. Tech (<10 yrs exp)	$89.00
Administrative/Clerical	$75.00

ATTACHMENT B
RATE SCHEDULE

LJAS

CY 2021- Loaded Rates	
Job Title	**Max**
Labor - per hour	
Senior Project Manager	$205.00
Project Manager	$165.00
RPLS	$145.00
Field Coordinator	$105.00
Senior Survey Technichian	$106.00
Survey Technichian	$98.00
LiDAR Technichial	$98.00
Researcher (Abstractor)	$78.00
Administrative	$68.00
Unit Rates - per hour	
Survey Crew - 1 Man Crew	$110.00
Survey Crew - 2 Man Crew	$160.00
Survey Crew - 3 Man Crew	$196.00
GPS Field Person + GPS	$150.00
Real Time Kinematic (RTK) Crew + Rover	$220.00
Other Direct Costs	
LiDAR Scanner (per day)	$100.00
Additional Vehichle (per day)	$70.00
ATV (per day)	$85.00

ATTACHMENT B
RATE SCHEDULE

LPCG

CY 2021- Raw Rates				
Job Title	**Actual***	**Min**	**Max**	**Personnel***
Key Personnel				
Principal				
Construction Coordinator				
Quality Manager / Auditor		$45.00	$50.00	
Inspection Manager (Chief)				
Sr. Roadway Inspector				
Sr. Bridge Inspector				
Sr. Wall Inspector				
Sr. Signal Technician				
Traffic Control Inspector				
Lead Utility Inspector		$60.00	$65.00	
Lead Materials Manager				
Materials Records				
Survey Manager				
Project Controls Manager		$75.00	$95.00	
Record Keeper				
Field Support				
Sr. Construction Inspector		$49.00	$55.00	
Construction Inspector		$43.00	$46.00	
Structural Inspector				
Utility Inspector				
ROW Support				
Tolls Gantry Inspector				
Env. Compliance Manager				
Other Support Services				
Admin/Clerical		$48.00	$55.25	
Contract Coordinator				
Records Keeper Support		$32.00	$36.00	
Scheduler				
Sr. Scheduler		$65.00	$75.00	
Engineer in Training				
Engineering Technician				
Project Engineer				
Sr. Engineer				
Toll Operations Support				

OH Rate (Home)	131.60%
OH Rate (Field)	118.16%

ATTACHMENT B
RATE SCHEDULE

M&M

CY 2021- Loaded Rates	
	Actual*
Principal	$192.00
Project Manager	$168.00
RPLS	$147.00
Field Coordinator	$98.00
GPS Processing	$108.00
Senior Survey Technician	$98.00
Survey Technician	$92.00
LiDAR Technician	$98.00
Researcher (Abstractor)	$74.00
Administrative	$65.00
Survey Crew - 1 Man Crew	$115.00
Survey Crew - 2 Man Crew	$155.00
Survey Crew - 3 Man Crew	$190.00
GPS Field Person + GPS	$150.00
Real Time Kinematic (RTK) Crew + Rover	$220.00
LiDAR Scanner	$100.00
Mobile Mapper (per day)	$8,500.00
UAV (Drone) Aerial Mapper	$3,500.00
Additional Vehicle (per day)	$70.00
ATV (per day)	$85.00

ATTACHMENT B
RATE SCHEDULE

RCL

CY 2021- Raw Rates				
Job Title	**Actual***	**Min**	**Max**	**Personnel***
Key Personnel				
Principal				
Construction Coordinator				
Quality Manager / Auditor				
Inspection Manager (Chief)				
Sr. Roadway Inspector		$68.00	$68.00	
Sr. Bridge Inspector				
Sr. Wall Inspector				
Sr. Signal Technician				
Traffic Control Inspector				
Lead Utility Inspector				
Lead Materials Manager				
Materials Records				
Survey Manager				
Project Controls Manager				
Record Keeper				
Field Support				
Sr. Construction Inspector		$45.00	$55.00	
Construction Inspector		$40.00	$45.00	
Structural Inspector				
Utility Inspector				
ROW Support				
Tolls Gantry Inspector				
Env. Compliance Manager		$85.25	$85.25	
Other Support Services				
Admin/Clerical		$35.81	$35.81	
Contract Coordinator		$55.00	$55.00	
Records Keeper Support				
Scheduler				
Sr. Scheduler				
Engineer in Training		$32.00	$38.00	
Engineering Technician				
Project Engineer		$40.00	$50.00	
Sr. Engineer		$57.00	$75.00	
Toll Operations Support				

OH Rate (Home)	153.64%
OH Rate (Field)	105.12%

ATTACHMENT B
RATE SCHEDULE

VOL

CY 2021- Raw Rates				
Job Title	**Actual***	**Min**	**Max**	**Personnel***
Key Personnel				
Principal				
Construction Coordinator				
Quality Manager / Auditor		$50.00	$60.00	
Inspection Manager (Chief)				
Sr. Roadway Inspector				
Sr. Bridge Inspector		$50.00	$60.00	
Sr. Wall Inspector				
Sr. Signal Technician				
Traffic Control Inspector				
Lead Utility Inspector				
Lead Materials Manager				
Materials Records				
Survey Manager				
Project Controls Manager				
Record Keeper				
Field Support				
Sr. Construction Inspector		$42.00	$50.00	
Construction Inspector		$36.00	$42.00	
Structural Inspector				
Utility Inspector				
ROW Support				
Tolls Gantry Inspector				
Env. Compliance Manager				
Other Support Services				
Admin/Clerical		$32.00	$35.00	
Contract Coordinator				
Records Keeper Support		$37.00	$45.00	
Scheduler				
Sr. Scheduler				
Engineer in Training				
Engineering Technician				
Project Engineer				
Sr. Engineer		$85.00	$95.00	
Toll Operations Support				

OH Rate (Home)	150.77%
OH Rate (Field)	119.28%

HVJSCT & BET - Materials

Expense Table

Materials Engineering Services	Unit	Rate
Soils Tests		
Preparing Soil and Flexible Base Materials for Testing	each	$85.00
Determining Slaking Time	each	$90.00
Determining Moisture Content in Soil Materials	each	$20.00
Determining Liquid Limits of Soils	each	$50.00
Determining Plastic Soil Limits	each	$50.00
Calculating the Plasticity Index of Soils	each	$40.00
Determining the Bar Linear Shrinkage of Soils	each	$65.00
Determining the Specific Gravity of Soils	each	$75.00
Particle Size Analysis of Soils	each	$215.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	each	$75.00
Admixing Lime to Reduce Plasticity Index of Soils	each	$200.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	each	$320.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	each	$295.00
Ball Mill Method for Determining the Disintegration of Flexible Base Material	each	$225.00
Triaxial Compression for Disturbed Soils and Base Materials	each	$2,000.00
Triaxial Compression Test for Undisturbed Soils	each	$500.00
Soil-Cement Testing- Part 1	each	$550.00
Soil-Cement Testing- Part 2	each	$400.00
Soil-Lime Testing- Part 1	each	$450.00
Soil-Lime Testing- Part 2	each	$400.00
Soil-Lime Testing - Part 3	each	$400.00
Determining Soil pH	each	$65.00
Measuring the Resistivity of Soil Materials	each	$125.00
Determining Sulfate Content in Soils - Colorimetric Method	each	$105.00
Soil Organic Content using UV-VIS Method	each	$450.00
Bituminous Tests		
Sieve Analysis of Fine and Coarse Aggregate	each	$120.00
Bulk Specific Gravity and Water Absorption of Aggregate	each	$90.00
Apparent Specific Gravity of Material Finer thant No. 50 (300 micrometer) Sieve	each	$90.00
Sand Equivalent Test	each	$140.00
Design of Bituminous Mixtures	each	$2,500.00
Laboratory Method of Mixing Bituminous Mixtures	set of 3	$150.00
Compacting Specimens Using the Texas Gyratory Compactor (TGC)	set of 3	$105.00

Expense Table

Materials Engineering Services	Unit	Rate
Bulk Specific Gravity of Compacted Bituminous Mixtures	each	$90.00
Determining Mat Segregation Using a Density-Testing Gauge	each	$100.00
Bulk Specific Gravity of Compacted Bituminous Mixtures using the Vacuum Method	each	$80.00
Determining Density of Permeable Friction Course (PFC) and Thin Bonded Wearing Course (TBWC) Mixtures	each	$85.00
Test for Stabilometer Value of Bituminous Mixtures	set of 3	$125.00
Determining Asphalt Conent of Bituminous Mixtures by Extraction	each	$250.00
Recovery of Asphalt from Bituminous Mixtures by the Abson Process	each	$500.00
Determining Hydrocarbon-Volatile Content of Bituminous Mixtures	each	$105.00
Determining Deleterious Material and Decantation Test for Coarse Aggregates (Bituminous Mixtures)	each	$100.00
Determining Flakiness Index	each	$100.00
Indirect Tensile Strength Test	set of 3	$350.00
Theoretical Maximum Specific Gravity of Bituminous Mixtures	each	$115.00
Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method	each	$325.00
Combined Bituminous Mixture Cold-Belt Sampling and Testing Procedure	each	$100.00
Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	each	$180.00
Asphalt Release Agents	each	$100.00
Compacting Bituminous Specimens Using the Superpave Gyratory Compactor (SGC)	set of 2	$175.00
Hamburg Wheel-Tracking Test	each	$660.00
Tack Coat Adhesion	each	$250.00
Thermal Profile of Hot Mix Asphalt	each	$180.00
Cantabro Loss	each	$200.00
Permeability or Water Flow of Hot Mix Asphalt	each	$80.00
Overlay Test	set of 3	$750.00
Determining Flat and Elongated Particles	each	$150.00
Concrete & Aggregate Tests		
Compressive Strength of Cement Mortars	set of 3	$80.00
Sieve Analysis of Fine and Coarse Aggregate	each	$90.00
Fineness Modulus of Fine Aggregate	each	$85.00
Saturated Surface-Dry Specific Gravity and Absorption of Aggregates	each	$85.00
Determining Unit Mass (Weight) of Aggregates	each	$75.00
Determining the Percent of Solids and Voids in Concrete	each	$65.00
Material Finer than 75 micrometer (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	each	$80.00

Expense Table

Materials Engineering Services	Unit	Rate
Organic Impurities in Fine Aggregate for Concrete	each	$80.00
Free Moisture and Water Absorption in Aggregate for Concrete	each	$80.00
Abrasion of Coarse Aggregate Using the Los Angeles Machine	each	$300.00
Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate	each	$350.00
Determining Deleterious Material in Mineral Aggregate	each	$100.00
Unit Weight, Yield, and Air Content (Gravimetric) of Concrete	each	$75.00
Compressive Strength of Cylindrical Concrete Specimens	each	$30.00
Compressive Strength of Concrete Using Portions of Beams Broken in Flexure	each	
Determining Concrete Thickness by Direct Measurement	each	$50.00
Obtaining and Testing Drilled Cores of Concrete	each	$200.00
Absorption and Dry Bulk Specific Gravity of Lightweight Coarse Aggregate	each	$100.00
Measuring Texture Depth by the Sand Patch Method	each	$100.00
Test Flow of Grout Mixtures (Flow Cone Method)	each	$95.00
Accelerated Polish Test for Coarse Aggregate - Single-Component Aggregate	each	$100.00
Flexural Strength of Concrete Using Simple Beam Third-Point Loading	each	$55.00
Capping Cylindrical Concrete Specimens	each	$30.00
Determining Crushed Face Particle Count	each	$110.00
Micro-Devel Abrasion of Aggregate	each	$250.00
Other Direct Expenses		
Construction Truck	Trip	$125.00
Nuclear Gauge	Trip	$75.00
Cylinder Molds	Each	$3.00

Other Direct Expenses

Description	Unit	Rate
Lodging/Hotel - Taxes and Fees	day/person	$35.00
Lodging/Hotel (Taxes/fees not included)	day/person	$158.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	$61.00
Mileage	mile	$0.56
Construction Truck	month	$1,500.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	$75.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	$600.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person	$400.00
Taxi/Cab fare	each/person	$50.00
Parking	day	$30.00
Standard Postage	letter	Postal Rate
Certified Letter Return Receipt	each	Postal Rate
Overnight Mail - letter size	each	$50.00
Overnight Mail - oversized box	each	$80.00
Courier Services	each	$0.00
Photocopies B/W (11" X 17")	each	$0.25
Photocopies B/W (8 1/2" X 11")	Each	$0.12
Photocopies Color (11" X 17")	each	$1.00
Photocopies Color (8 1/2" X 11")	each	$0.75
Report Printing	each	$35.00
Report Binding and tabbing	each	$7.00
Notebooks	each	$6.00
Reproduction of CD/DVD	each	$5.00
CDs	each	$2.00
Cellular Telephone & Data Plan	each/month	$100.00
Laptop Computer/IPad and data plan	each/month	$100.00
Field Staff PPE	person/year	$150.00
Construction Truck Safety Lights	each	$350.00
Electronic Document Management Systems (Procore)	monthly	$2,500.00

ATTACHMENT C
KEY TEAM MEMBERS

At a minimum, the key team members shall consist of the following:

1. Construction Coordinator – Shri Eathalapaka, PE
2. Records Keeper – Roberto Montelongo
3. Lead Materials Manager – Jason Schwartz
4. Senior Bridge Inspector – Fred Lerma
5. Senior Roadway Inspector – Rickey Ayers

WORK AUTHORIZATION NO. 1

CONTRACT FOR CONSTRUCTION ENGINEERING & INSPECTION SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Contract entered into by and between the Mobility Authority and the Engineer dated _____.

PART I. The Engineer will perform Construction Engineering & Inspection Services in accordance with the project description attached hereto in Exhibit B and made a part of this Work Authorization. The responsibilities of the Authority and the Engineer as well as the work schedule are further detailed in Exhibits A, B, and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $_____ and the method of payment will be calculated on a per-hour basis using hourly billing rates. This amount is based upon the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule/Budget, which is attached and made a part of this Work Authorization. DBE participation shall be tracked and documented as detailed in Exhibits E, and F.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the appropriate sections of the Contract.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the work, unless extended by a Supplemental Work Authorization as provided in Article 4 of the Contract.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	MOBILITY AUTHORITY
(Signature)	(Signature)
(Printed Name)	James Bass (Printed Name)
(Title)	Executive Director (Title)
(Date)	(Date)

LIST OF EXHIBITS TO WORK AUTHORIZATION

Exhibits	Title
A	Services to Be Provided by the Mobility Authority
B	Services to Be Provided by the Engineer
C	Work Schedule
D	Fee Schedule/Budget
E	DBE Participation Forms (E-1 through E-7)
F	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts Special Provision

EXHIBIT A
SERVICES TO BE PROVIDED BY THE MOBILITY AUTHORITY

Services to be Provided by the Mobility Authority To Be Included in Final Negotiated Work Authorization

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

Services to be Provided by the Engineer To Be Included in Final Negotiated Work Authorization

EXHIBIT C
WORK SCHEDULE

Work Schedule To Be Included in Final Negotiated Work Authorization

EXHIBIT D
FEE SCHEDULE/BUDGET

Fee Schedule/Budget To Be Included in Final Negotiated Work Authorization

EXHIBIT E
DBE PARTICIPATION FORMS
INSTRUCTIONS

The following pages contain seven (7) different forms (Forms E-1 through E-7) covering participation of DBE providers and subproviders. The correct form to use is determined by whether or not a DBE goal has been set for the contract. The following pages contain separate reporting forms for federally funded DBE participation. **Select the forms that are appropriate for your contract and <u>delete the rest</u> along with these instructions from the Work Authorization.**

Federally Funded Contracts
Exhibit F, Disadvantaged Business Enterprise (DBE) for Federal-Aid Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with assigned DBE goals. ♦ The appropriate forms for this provision are Forms E-1, E-2, E-3, E-4, E-5, E-6 and E-7. Examples of each form required is included in the contract. The native forms that will need to be submitted can be downloaded from the Mobility Authority's website. ♦ Note: a completed Form E-2 will be required with each Work Authorization, if a DBE will be performing work. If a non-DBE subprovider is used, insert N/A (not applicable) on the line provided on the Form E-2. ♦ Form E-4 must be submitted monthly to the Mobility Authority even if there is no invoice being submitted or subcontracting to report. ♦ Form E-4 must be submitted with each invoice to the appropriate agency contact for payment.
Exhibit G, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with no DBE goal assigned. ♦ If no subconsultants will be used, the appropriate forms for this provision are E-3 and E-5 forms. Examples of each form required is included in the contract. The native forms that will need to be submitted can be downloaded from the Mobility Authority's website. ♦ Note: If subconsultants are used, the required forms would be Forms E-1, E-2, E-3, E-4, E-5, E-6 and E-7. A copy of each form required is in the contract. ♦ Form E-4 must be submitted monthly to the Mobility Authority even if there is no invoice being submitted or subcontracting to report. ♦ Form E-4 must be submitted with each invoice to the appropriate agency contact for payment.
Form E-4, Texas Department of Transportation/Mobility Authority Subprovider Monitoring System for Federally Funded Contracts. This is a DBE Monthly Progress Report. ♦ Required for all federally funded contracts. ♦ This form is required monthly and must be submitted to the Mobility Authority even if there is no invoice being submitted or subcontracting to report. ♦ This form must be submitted with each invoice to the appropriate agency contact for payment.
Form E-7, Federal Subprovider and Supplier Information Required for all federally funded contracts.

FORM E-1
Central Texas Regional Mobility Authority
Subprovider Monitoring System
Commitment Worksheet

Contract #:_____ Assigned Goal: 15% Federally Funded _____ State Funded _____

Prime Provider:_____ Total Contract Amount: _____

Prime Provider Info: DBE ___ HUB ___ Both ___

Engineer ID #: _____ DBE/HUB Expiration Date: _____

(First 11 Digits Only)

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

Subprovider(s) (List All)	**Type of Work**	**Engineer ID #** (First 11 Digits Only)	**D=DBE H=HUB**	**Expiration Date**	**$ Amount or % of Work ***
Subprovider(s) Contract or % of Work* Totals					

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE **or** HUB Commitment Dollars $_____

Total DBE **or** HUB Commitment Percentages of Contract _____%

(Commitment Dollars and Percentages are for Subproviders only)

Form SMS.4901 (Rev. 06/08)

FORM E-2

FormSMS. 4901

Texas Department of Transportation

Disadvantaged Business Enterprise (DBE) Program

(Rev. 06/08)

Commitment Agreement Form

Page 1 of 1

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #:	**County:**	**Contract-CSJ:**

Items of work to be performed (attach a list of work items if more room is required):

Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
				Total	

The contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subconsultants as listed on the agreement form. If a DBE Subconsultant is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the Contract DBE Special Provision.

IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.

Prime Contractor:		Name/Title (please print):
Address:		Signature:
Phone:	Fax:	
E-mail:		Date:
DBE:		Name/Title (please print):
Engineer No.:		
Address:		Signature:
Phone:	Fax:	
E-mail:		Date:
Subconsultant (if the DBE will be a second tier sub):		Name/Title (please print):
Address:		Signature:
Phone:	Fax:	
E-mail:		Date:

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

To ensure prompt and efficient handling of your project file we are requesting that all commitments to be presented to the Office of Civil Rights, using this basic format.

FORM E-3

DBE Prime Contractor

To Non-DBE Subconsultants

Form SMS.4902

(Rev. 05/08)

Project: _____ Contract CSJ: _____

County: _____ District: _____

Letting Date: _____ For Month of (Mo./Yr.): _____

Contractor: _____ Contract Amount: _____

Name of Non-DBE Subconsultant	$ Amount Paid This Period	Total $ Amount Paid to Date

Send this report to the District DBE Coordinator. Report is due within 15 days following the end of each calendar month.

Signature: _____ Date:

_____Company Official

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that is collected about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

FORM E-4

Form SMS. 4903

(Rev. 05/08)

TxDOT Department of Transportation

DBE Monthly Progress Report

Project: _____ Contract CSJ: _____

County: _____ District: _____

Letting Date: _____ For Month of (Mo./Yr.): _____

Contractor: _____ Contract Amount: _____

DBE Goal: _____% DBE Goal Dollars: _____

Engineer Number	Name of DBE Sub/Supplier	* RC or RN	** DBE $ Amt Paid for Work Performed this Period (X)	*** $ Amt Paid to Non-DBE 2nd-Tier Subs and Haulers (Y)	Amt Paid to DBEs to Date (X-Y)	For TxDOT use Only

* Race Conscious or Race Neutral.
**Goal/commitment progress report amount and/or race-neutral amount. Do not subtract non-DBE second-tier subcontracts and haulers from this column.
*** Report amount of payment DBE subconsultants paid to non-DBE subconsultants/haulers.
If using a non-DBE hauling firm that leases from DBE truck owner-operators, payments made to each owner-operator must be reported separately.

Any changes to the DBE commitments approved by the department must be reported to the area Engineer.*

Submissions of this report for periods of negative DBE activity is required. This report is required until all DBE subcontracting or material supply activity is completed.

I hereby certify that the above is a true and correct statement of the amounts paid to the DBE firms listed above.

Signature: _____ Date: _____

This report must be sent to the area Engineer's office within 15 days following the end of the calendar month.

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that is collected about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

FORM E-5

Central Texas Regional Mobility Authority Subprovider Monitoring System for Federally Funded Contracts

Progress Assessment Report for month of (Mo./Yr.) _____/_____

Contract #: _____ Original Contract Amount: _____

Date of Execution: _____ Approved Supplemental Agreements: _____

Prime Provider: _____ Total Contract Amount: _____

Work Authorization No. _____ Work Authorization Amount: _____

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:

1 Copy with Invoice - Contract Manager/Managing Office

1 Copy – CTRMA DBE Liaison, c/o Atkins or WSP, _____, Austin, Texas

I hereby certify that the above is a true and correct statement of the amounts paid to the firms listed above.

Print Name - Company Official /DBE Liaison Officer _____ Signature _____ Phone _____ Date _____

Email _____ Fax _____

FORM E-6

DBE Final Report

Form SMS. 4903

(Rev. 09/10)

The DBE final report form should be filled out by the contractor and submitted to the appropriate district office upon completion of the project. One copy of the report must be submitted to the area Engineer's office. The report should reflect all DBE activity on the project. The report will aid in expediting the final estimate for payment. If the DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

Project: _____ Contract CSJ: _____

County: _____ Control Project: _____

Letting Date: _____ DBE Goal: _____

Contractor: _____ Contract Amount: _____

Engineer Number	Name of DBE Sub/Supplier	* RC or RN	** DBE $ Amt Paid for Work Performed this Period (X)	*** $ Amt Paid to Non-DBE 2nd Tier Subs and Haulers (Y)	Amt Paid to DBEs to Date (X-Y)	For TxDOT use Only

* Race Conscious or Race Neutral.

**Goal/commitment progress report amount and/or race-neutral amount. Do not subtract non-DBE second-tier subcontracts and haulers from this column.

*** Report amount of payment DBE subconsultants paid to non-DBE subconsultants/haulers.

Was there a project under-run caused by a TxDOT change order that impacted DBE Goal attainment?

_____ Yes _____ No Change Order Number _____

This is to certify that _____ % of the work was completed by Disadvantaged Business Enterprises as stated above.

By _____ Per: _____

Name of General Contractor Contractor's Signature

Subscribed and sworn to before me, this _____ day of _____, A.D. _____

_____ _____

Notary Public **County**

FORM E-7

Federal Subprovider and Supplier Information

The Provider shall indicate below the name, address and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed.

Name	Address	Phone Number

The information must be provided and returned with the contract.

_____ _____

Signature Date

_____ _____ _____

Printed Name Email Phone#

EXHIBIT F
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
FOR FEDERAL-AID PROFESSIONAL OR TECHNICAL SERVICES CONTRACTS
SPECIAL PROVISION

1) **PURPOSE.** The purpose of this attachment is to carry out the U.S. Department of Transportation's ("DOT") policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for DOT assisted contracts.

2) **POLICY.** It is the policy of the DOT, the Central Texas Regional Mobility Authority (the "Mobility Authority") and the Texas Department of Transportation (the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program ("DBE Program"), shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. The Mobility Authority and the Department previously entered into a Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Opportunity Program by the Central Texas Regional Mobility Authority (the "MOU") dated effective February 1, 2007. The MOU provides that the Mobility Authority has adopted the Department's DBE Program with the consent of the Federal Highway Administration for contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the Department's DBE Program, apply to this contract as follows:

a. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the Department's DBE Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.

b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.

c. When submitting the contract for execution by the Mobility Authority, the Provider must complete and furnish Form E-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Form E-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Form E-1 is required at the time of submitting the contract for execution by the Mobility Authority. Form E-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work**.** Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the Mobility Authority. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.

d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result; in termination of the contract by the Mobility Authority; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to

become due to the Provider, not as a penalty but as liquidated damages to the Mobility Authority; or such other remedy or remedies as the Mobility Authority deems appropriate.

3) **DEFINITIONS.**

a. "Mobility Authority" means the Central Texas Regional Mobility Authority.

b. "Department" means the Texas Department of Transportation (TxDOT).

c. "Federal-Aid Contract" is any contract between the Mobility Authority and a Provider which is paid for in whole or in part with U. S. Department of Transportation ("DOT") financial assistance.

d. "Provider" is any individual or company that provides professional or technical services.

e. "DBE Joint Venture" means an association of a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.

f. "Disadvantaged Business Enterprise" or "DBE" means a firm certified as such by the Department in accordance with 49 CFR Part 26 and listed on the Department's website under the Texas Unified Certification Program.

g. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

h. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

i. "DBE Liaison" shall have the meaning set forth in Section 5.e. herein.

4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise participation in the work to be performed under this contract is 15% of the contract amount. This goal is established in accordance with the provisions of the MOU.

5) **PROVIDER'S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Mobility Authority on Form E-3.

a. A Provider who cannot meet the contract goal, in whole or in part, shall document the "Good Faith Efforts" taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

(1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.

(2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.

(3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.

(5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

(7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.

(8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

(10) If the Department's Director of the Business Opportunity Programs Office or the Mobility Authority's DBE Liaison determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Department or the Mobility Authority, as appropriate.

NOTE: The Provider must not cause or allow subproviders to bid their services.

b. The preceding information shall be submitted directly to the Chair of the Engineer Selection Team responsible for the project.

c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Mobility Authority that the originally designated DBE was not able or willing to perform.

d. he Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Form E-2 for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Mobility Authority. The Mobility Authority may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.

e. The Provider shall designate a DBE liaison officer ("DBE Liaison") who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

a. The Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts. Under the terms of the MOU, only DBEs certified as eligible to participate on Department roadway construction projects and listed on the Department's website under the Texas Unified Certification Program are eligible to participate on Mobility Authority roadway construction projects.

b. This certification will be accomplished through the use of the appropriate certification schedule contained in the Department's DBE program and adopted by the Mobility Authority under the terms of the MOU.

c. The Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Department's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at:

http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm .

d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

7) **DETERMINATION OF DBE PARTICIPATION.** A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if

the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself . When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Mobility Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Mobility Authority.

8) **RECORDS AND REPORTS.**

a. After submission of the initial commitment reported (Form E-1), required by Section 2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Forms E-4 and E-5), after contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent monthly to the Mobility Authority as provided in Section 8.b. below and should also be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported. These reports will be required until all subprovider activity is completed.** The Mobility Authority may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.

b. DBE subproviders should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.

c. All such records must be retained for a period of four (4) years following final payment or until any investigation, audit, examination, or other review undertaken during the four (4) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the Mobility Authority, the Department or the DOT.

d. Prior to receiving final payment, the Provider shall submit a Final Report (Form E-6), detailing the DBE payments. The Final Report is to be sent to the Mobility Authority and one (1) copy is to be submitted with the Provider's final invoice. If the DBE goal requirement is not met,

documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.

9) **COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the Mobility Authority and/or the Department will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of DBE Monthly Progress Reports (Form E-4), submitted to the Mobility Authority by the Provider indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted by the Mobility Authority or the Department. The DBE Monthly Progress Report (Form E-4) must be submitted at a minimum monthly to the Mobility Authority, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Provider shall immediately contact the Mobility Authority in writing if he/she withholds or reduces payment to any DBE subprovider.

(1) A DBE firm is paid but does not assume contractual responsibility for performing the service;

(2) A DBE firm does not perform a commercially useful function;

(3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;

(4) Payment is made to a broker or a firm with a brokering-type operation; or

(5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, Engineer, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

A Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Mobility Authority reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Provider, not as a penalty but as liquidated damages to the Mobility Authority; or such other remedy or remedies as the Mobility Authority deems appropriate.