



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 29, 2026
AGENDA ITEM #5

Approve Amendment No. 2 to the agreement with WSP USA, Inc. for general consulting civil engineering services on the 183 North Mobility Project

| | |
|---------------------------|--|
| Strategic Plan Relevance: | Stewardship |
| Department: | Engineering |
| Contact: | Mike Sexton, P.E., Director of Engineering |
| Associated Costs: | N/A |
| Funding Source: | 183 North Project Fund |
| Action Requested: | Consider and act on draft resolution |

Project Description/Background: The work includes performing General Consulting Civil Engineering Services in support of the 183 North Mobility Project and extends the existing agreement term from June 30, 2026, to June 30, 2027.

Previous Actions & Brief History of the Program/Project: In July 2016, the Mobility Authority and WSP USA, Inc. (formerly known as Parsons Brinckerhoff, Inc.) executed a contract for General Consulting Civil Engineering Services for a term of up to three (3) years, with provisions for up to two (2) individual term extensions for a period up to two (2) years each (the “Master Agreement”).

In June 2019, the Mobility Authority and WSP USA, Inc. elected to exercise the first of two available term extensions under the Master Agreement, thereby extending the term through June 2021.

In April 2021, pursuant to Resolution 21-020 – *Authorizing the Executive Director to issue Work Authorizations to WSP USA, Inc. and Atkins North America, Inc., for General Engineering Consulting and Oversight Services for the 183 North Mobility Project*, the Mobility Authority and WSP USA, Inc. executed Work Authorization No. 8 for General Engineering Consulting Services for Design Oversight and Public Involvement for the 183 North

Mobility Project.

In May 2021, the Mobility Authority and WSP USA, Inc. elected to exercise the second of two available term extensions under the Master Agreement, thereby extending the term through June 30, 2023.

In January 2023, the Mobility Authority and WSP USA, Inc. executed the first supplement to Work Authorization No. 8, extending the termination date of the work authorization until April 6, 2026, or until all tasks associated with the scope of work are complete.

In April 2023, subject to Resolution No. 14-095 - *Authorizing the Executive Director to Extend the Termination Date for Certain Qualified Professional Service Agreements*, the Mobility Authority amended the Master Agreement, extending the term through June 30, 2026.

Financing: 183 North Project Fund

Action requested/Staff Recommendation: Staff recommends that the Board approve Amendment No. 2 to the Master Agreement with WSP USA, Inc. for General Consulting Civil Engineering Services on the 183 North Mobility Project.

Backup provided:

Draft Resolution

Draft Contract Amendment No. 2

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

RESOLUTION NO. 26-0XX

**APPROVING AMENDMENT NO. 2 TO THE AGREEMENT WITH
WSP USA, INC. FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES ON THE
183 NORTH MOBILITY PROJECT**

WHEREAS, by Resolution No. 16-034, dated June 15, 2016, the Board of Directors approved an agreement with WSP USA, Inc. (“WSP”) (formerly Parsons Brinckerhoff, Inc.) for general consulting civil engineering services (the “Master Agreement”); and

WHEREAS, by Resolution No. 21-020, dated March 31, 2021, the Board of Directors authorized the Executive Director to negotiate and execute various work authorizations with WSP USA, Inc. for general consulting civil engineering services on the 183 North Mobility Project (the “Project”); and

WHEREAS, on April 14, 2023, subject to Resolution No. 14-095 (Authorizing the Executive Director to Extend the Termination Date for Certain Qualified Professional Service Agreements), the Mobility Authority amended the Master Agreement to extend its term to June 30, 2026; and

WHEREAS, the Executive Director has negotiated a second amendment with WSP for continued general consulting civil engineering services for the Project through June 30, 2027, which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends that the Board approve the second amendment to the Master Agreement and authorize him to execute the second amendment in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the second amendment to the Master Agreement and authorizes the Executive Director to execute the second amendment for continued general consulting civil engineering services for the 183 North Mobility Project through June 30, 2027, in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of April 2026.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Executive Director Signature Workflow

| | | |
|---|---|---|
| Project/Subject: 183 North Project/ WSP USA Inc Master Contract Agreement Amendment #2 | | |
| Amount: \$0.00 | GS#: <i>Click or tap here to enter text.</i> | |
| Vendor: WSP USA Inc | | |
| Description: WSP USA Inc Master Contract Agreement for General Engineering Consulting Civil Engineering Services on the 183 North Project Amendment #2 extends the expiration date from June 30, 2026 per Amendment #1 to June 30, 2027. | | |
| Expiration Date: 6/30/2026 | | |
| Funding Source: N/A | | |
| Form 1295: | Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| | Purpose of Form 1295: <i>Click or tap here to enter text.</i> | |
| Board Authorization: | Required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Board Authorized Resolution No.: | <i>Click or tap here to enter text.</i> | Date: <i>Click or tap to enter a date.</i> |
| Authorization Signatures: | | |
| Consultant/Contractor: | <u>Greg Blake</u> | Date: <i>Click or tap to enter a date.</i> |
| Department Director: | <u>Mike Sexton, ENG or COMMS/IT/OPS</u> | Date: <i>Click or tap to enter a date.</i> |
| CFO/Controller: | <u>Jose Hernandez</u> | Date: <i>Click or tap to enter a date.</i> |
| General Counsel: | <u>Geoff Petrov OR (copied)</u> | Date: <i>Click or tap to enter a date.</i> |
| Executive Director | <u>James Bass</u> | Date: <i>Click or tap to enter a date.</i> |

SECOND AMENDMENT TO AGREEMENT FOR
GENERAL CONSULTING CIVIL ENGINEERING SERVICES
BETWEEN CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND WSP USA INC.

[on the following page]

**SECOND AMENDMENT TO
AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES
BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
WSP USA INC.**

This Second Amendment to the Agreement for General Consulting Civil Engineering Services between the Central Texas Regional Mobility Authority (Authority) and WSP USA Inc. (formerly Parsons Brinckerhoff, Inc.) (GEC) is made for the purpose of modifying Section 5 of the Agreement for General Consulting Civil Engineering Services (Agreement) between Authority and GEC dated July 1, 2016 that was modified by the First Amendment to Agreement for General Consulting Civil Engineering Services dated April 14, 2023.

Section 5 is deleted in its entirety and hereby replaced with the following:

5. TIME OF PERFORMANCE.

It is understood and agreed that the term of this Agreement shall be for eleven (11) years, effective July 1, 2016 (the "Effective Date"), and concluding June 30, 2027, subject to the earlier termination of this Agreement pursuant to Sections 6 or 7 below.

Effective Date of Amendment: This amendment shall be effective as of the date of full execution by both parties, below. Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority: Central Texas Regional Mobility Authority

GEC: WSP USA Inc.

By: James Bass

By: Stephanie Messerli, P.E.

Signature: _____

Signature: _____

Title: Executive Director

Title: Senior Vice President

Date: _____

Date: _____



Checklist

Project: WSP Master Agreement

Vendor: WSP USA Inc

Contract Description:

Master Agreement Extension to correspond with WSP Work Authorization 8 (183N) termination.

Existing Expiration Date: June 30, 2023

Proposed Expiration Date: June 30, 2026

Amount: No change

Proposed Amount: No change

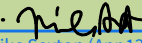
Funding Source: N/A

Contract Form: STANDARD MODIFIED

Form 1295: YES NO

Target Review Date: 4/20/2023

Consultant:  Date: 04/13/2023
Julian Summers (Apr 13, 2023 11:48 CDT)

Director:  Date: 04/13/2023
ORS
Mike Sexton (Apr 13, 2023 14:15 CDT)

Deputy Executive Director:: N/A Date: _____

Controller: N/A Date: _____


Legal Assistant: Copied Date: N/A

General Counsel: (copied) Copied Date: N/A

Comments section

Board Authorization Required: YES NO

Board Authorization/Res. No.: 14-095 Date: 12/17/2014

Executive Director:  Date: 04/14/2023
James M. Bass (Apr 14, 2023 12:52 CDT)

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

RESOLUTION NO. 14-095

**AUTHORIZING THE EXECUTIVE DIRECTOR TO EXTEND THE TERMINATION
DATE FOR CERTAIN QUALIFIED PROFESSIONAL SERVICE AGREEMENTS.**

WHEREAS, certain professional services agreements with the Mobility Authority establish a date that may terminate a master agreement while professional services are being provided under a work authorization approved by the Mobility Authority; and


WHEREAS, extending such an established master agreement termination date for a reasonable period is in the interests of the Mobility Authority to provide for an orderly completion of ongoing work authorizations to develop transportation projects; and

WHEREAS, the Executive Director recommends that the Board authorize his action to extend a the termination date of master agreement when, in his discretion, that extension is in the interest of the Mobility Authority and the extended contract may be terminated by the Mobility Authority for any reason on no less than thirty days' written notice of termination.


NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby authorizes the Executive Director to negotiate and execute an extension of a professional services agreement that will otherwise expire to a new termination date no later than three years after the established termination date, if under the agreement as extended the Mobility Authority may for any reason terminate the agreement by giving the other party no less than thirty days' written notice of termination.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December, 2014.

Submitted and reviewed by:


Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:


Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 14-095
Date Passed: 12/17/2014

**FIRST AMENDMENT TO AGREEMENT FOR
GENERAL CONSULTING CIVIL ENGINEERING SERVICES
BETWEEN CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND WSP USA INC.**

[on the following page]

**FIRST AMENDMENT TO
AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES
BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
WSP USA INC.**

This First Amendment to the Agreement for General Consulting Civil Engineering Services between the Central Texas Regional Mobility Authority (Authority) and WSP USA Inc. (formerly Parsons Brinckerhoff, Inc.) (GEC) is made for the purpose of modifying Section 5 of the Agreement for General Consulting Civil Engineering Services (Agreement) between Authority and GEC dated July 1, 2016.

Section 5 is deleted in its entirety and hereby replaced with the following:

5. TIME OF PERFORMANCE.

It is understood and agreed that the term of this Agreement shall be for ten (10) years, effective July 1, 2016 (the "Effective Date"), and concluding June 30, 2026, subject to the earlier termination of this Agreement pursuant to Sections 6 or 7 below.

Effective Date of Amendment: This amendment shall be effective as of the date of full execution by both parties, below. Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority: Central Texas Regional Mobility Authority

GEC: WSP USA Inc.

By: James Bass

By: Stephanie Messerli, P.E.

Signature: 
James M. Bass (Apr 14, 2023 12:52 CDT)

Signature: 

Title: Executive Director

Title: Senior Vice President

Date: Apr 14, 2023

Date: 4-7-2023

Signature: 
Oscar Solis (Apr 13, 2023 13:03 CDT)

Email: osolis@ctrma.org



Checklist

Project: 183 North Mobility Project

Vendor: WSP USA Inc. (WSP)

Contract Description:

Supplemental Work Authorization (SWA) #1 to Work Authorization #8 for General Engineering Consultant services for drainage related design oversight and construction phase design services for the 183 North Mobility Project.

Existing Expiration Date: 4/6/2026

Proposed Expiration Date: 4/6/2026

Amount: \$273,147.49 (SWA #1)


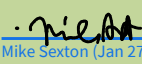
Proposed Amount: \$10,034,989.49

Funding Source: 183 North Project Funds

Contract Form: STANDARD MODIFIED

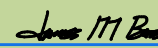
Form 1295: YES NO

Target Review Date: 1/27/2023

| | | |
|-----------------------------|--|------------------|
| Consultant: |  | Date: 01/25/2023 |
| Director: |  <small>ORS Mike Sexton (Jan 27, 2023 14:00 CST)</small> | Date: 01/27/2023 |
| Deputy Executive Director:: | N/A | Date: _____ |
| Controller: | N/A | Date: _____ |
| Legal Assistant: | Copied | Date: N/A |
| General Counsel: (copied) | Copied | Date: N/A |
| Comments section | | |

Board Authorization Required: YES NO

Board Authorization/Res. No.: 21-020 Date: 3/31/2021

Executive Director: 
James M. Bass (Jan 31, 2023 13:40 CST) Date: Jan 31, 2023

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

RESOLUTION NO. 21-020

**AUTHORIZING THE EXECUTIVE DIRECTOR TO ISSUE WORK AUTHORIZATIONS TO
WSP USA INC. AND ATKINS NORTH AMERICA, INC. FOR GENERAL ENGINEERING
CONSULTING AND OVERSIGHT SERVICES FOR THE 183 NORTH MOBILITY PROJECT**

WHEREAS, by Resolution No. 16-034, dated June 15, 2016, the Board of Directors approved a Master Agreement with WSP USA, Inc. (formerly Parsons Brinckerhoff, Inc.) for general engineering consultant services; and

WHEREAS, by Resolution No. 17-067, dated December 13, 2017, the Board of Directors approved a Master Agreement with Atkins North America, Inc. (Atkins) for general engineering consultant services; and

WHEREAS, by Resolution No. 21-011, dated February 24, 2021. The Board of Directors awarded a design-build contract to Great Hills Constructors to design and construct the 183 North Mobility Project; and

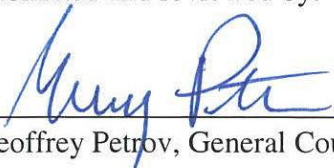
WHEREAS, the Mobility Authority requires general engineering consultant services including project management, reporting, project controls, design oversight, construction oversight, environmental compliance, public involvement, and system integration support and inspection for the 183 North Mobility Project as detailed on Exhibit A hereto; and

WHEREAS, the Executive Director recommends the Board of Directors authorize him to negotiate and execute various work authorizations with Atkins and WSP USA, Inc. for general engineering consultant services on the 183 North Project in a cumulative amount not to exceed \$25,992,453.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby authorizes the Executive Director to negotiate and execute various work authorizations with WSP USA, Inc. and with Atkins North America, Inc. on behalf of the Mobility Authority in a cumulative amount not to exceed \$25,992,453 for general engineering consultant services on the 183 North Mobility Project .

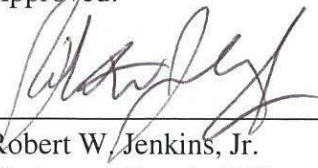
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of March 2021.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

SERVICES TO BE PROVIDED BY GEC

GENERAL

The work to be performed by the General Engineering Consultant (GEC) will include project management services necessary to oversee the design and construction of 183 North (hereinafter referred to as the “Project”) through the use of a Design Build Contract (hereinafter referred to as the “Contract”). This will entail those professional services and associated deliverables required to complete the oversight activities associated with the management of the Design Oversight, Construction Engineering and Inspection (“CE&I”), and Independent Environmental Compliance Manager (“IECM”) consultants and the D/B Contractor (“Contractor”).

PROJECT MANAGEMENT

The GEC will provide staff to administer, manage, review and coordinate development of the Project. The GEC will develop and maintain a staffing plan for consistency and appropriate levels of Project staffing. Activities included in this task:

- Contracting Support
- TIFIA application and Finance Support
- Project Administration & Coordination
- Sub-Consultants
- Change Order Processing & Management
- Dispute/Claims Support
- Project Meetings & Documentation
- Document Controls
- Response to Open Records Requests

REPORTING

The GEC will provide reporting required in accordance with the TxDOT Project Development Agreement (PDA), Bond Indenture, TIFIA, and the Mobility Authority. The GEC will provide qualified technical and professional personnel to perform this task. The following activities are included:

- Program Reporting
- Annual Financial Plan Updates
- Trust Indenture and TIFA Reporting

PROJECT CONTROLS

The GEC will provide project controls oversight of the CEI team on the project and inform the Mobility Authority of key developments. The GEC will provide qualified technical and professional personnel to perform this task.

DESIGN OVERSIGHT

The GEC will provide professional services associated with design oversight that are required to oversee compliance of the design in accordance with the PDA, and the Contract. The GEC will provide qualified technical and professional personnel to perform this task. In performance of the task, The GEC shall not direct, manage or control the DB Contractor or SI’s design work activities. Design oversight by the GEC will not relieve the DB Contractor and SI of sole responsibility for design related services. Design oversight efforts will focus on coordination with the Contractor’s and SI’s design process to provide monitoring and oversight of reasonable compliance with Contract obligations, Contractor’s Design Quality Management Plan (DQMP), SI Contractor obligations and sound engineering practices. The following activities are included:

- Design Review Management Plan (DRMP)
- DB Contractor Coordination
- Design criteria / Schematic Design Review
- Work group meetings
- Design reviews
- Design Final Acceptance

CONSTRUCTION OVERSIGHT

The GEC will provide professional services associated with oversight of the Contractor, Consultants, and the SI. The GEC will provide qualified technical and professional personnel to perform this task. In performance of this task, the GEC shall not direct, manage or control the Contractor's or SI's construction work activities. Construction Oversight by the GEC will not relieve the Contractor or SI of sole responsibility for the means and methods of the construction, or for health or safety precautions in connection with this work. The Contractor's engineer will remain responsible for design related services.

Construction oversight efforts will focus on ensuring that the CE&I firm is managing the Contractor's and SI's construction processes to provide monitoring and oversight of reasonable compliance obligations, sound engineering practices and regulatory requirements. The following activities are included:

- General Technical Support
- Shop Drawing / Submittals Processing and Management
- Contractor Draw Requests
- Mobility Authority Construction Coordination Support
- Right-of-Way/Utility Coordination
- Final Punch List/Final Inspection/Notice of completion

ENVIRONMENTAL COMPLIANCE

If requested by the Mobility Authority, the GEC will provide staff to monitor, review and report on the (IECM) compliance efforts.

PUBLIC INVOLVEMENT

The GEC will support the Mobility Authority from NTP 1 through Open to Tolling with the administration, management, coordination, and implementation of the community outreach and engagement oversight efforts, providing assistance as requested from the Mobility Authority's Communications Manager for the day-to-day construction communications throughout the life of the contract. Activities included in this task:

- Communications Strategy and Coordination
- Monthly Construction Communications
- Public Information Outreach
- Website Management
- Event Management

SYSTEM INTEGRATION SUPPORT AND INSPECTION

The GEC will coordinate and oversee the SI's development of the toll collection system layout, including the location of the toll collection gantries, toll collection system design and toll collection system infrastructure requirements and the integration with the Contractor's work. The GEC will monitor adherence to the Toll System Collection Responsibility Matrix by both the Contractor and SI.

[END OF ATTACHMENT]

Estimated Costs for GEC Services

| Service | Estimated Costs |
|---------------------------|------------------------|
| Project Management | \$5,829,210 |
| Design Oversight | \$5,421,760 |
| Construction Management | \$4,828,380 |
| Public Involvement | \$4,892,461 |
| Environmental Oversight | \$345,980 |
| Expenses | <u>\$1,284,342</u> |
| Subtotal | \$22,602,133 |
| Contingency at 15% | \$3,390,320 |
| TOTAL | \$25,992,453 |

APPENDIX D

WORK AUTHORIZATION SUPPLEMENT

WORK AUTHORIZATION NO. 08 SUPPLEMENT NO. 1

This Supplement No. 1 to Work Authorization No. 8 dated April 6, 2021, is made on this 25th day of January, 2023, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of July 1, 2016 (the “Agreement”), between the **Central Texas Regional Mobility Authority** (“Authority”) and **WSP USA Inc. (formerly Parsons Brinckerhoff, Inc.)** (“WSP”). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

183 North Mobility Project Design Oversight and Public Involvement Services

Section A. - Scope of Services

A.1. WSP shall perform the following Services:

Please reference Attachment A – Scope of Work

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

N/A

A.3. In conjunction with the performance of the foregoing Services, WSP shall provide the following submittals/deliverables (Documents) to the Authority:

Please reference Attachment A – Scope of Work

Section B. - Schedule

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

Services defined herein are expected to be substantially complete by April 6, 2026. This Supplemental Work Authorization will not expire until all tasks associated with the Scope of Services are complete. In the event that the services are not complete within the duration stated in this Section B – Schedule, WSP may initiate an amendment to accomplish the remaining work for the Mobility Authority’s review and consideration.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to WSP the additional amount not-to-exceed **\$273,147.49** based on the estimated fee listed in *Attachment B – Fee Estimate*. This will increase the not-to-exceed amount for Work Authorization No. 8 from **\$9,761,842.00** to **\$10,034,989.49**. Compensation shall be in accordance with the Agreement.

The Authority and WSP agree that the budget amounts contained in Attachment B – Fee Estimate for WSP are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. WSP may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total Work Authorization amount. WSP shall not exceed the maximum amount payable without prior written permission by the Authority.

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

Section D. - Authority’s Responsibilities

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

N/A

Section E. - Other Provisions

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

N/A


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

Authority: Central Texas Regional Mobility
Authority

WSP USA Inc.

By: James Bass

By: Stephanie Messerli, P.E.

Signature: 
James M. Bass (Jan 31, 2023 13:40 CST)

Signature: 

Title: Executive Director

Title: Senior Vice President

Date: Jan 31, 2023

Date: Jan 25, 2023

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO
WORK AUTHORIZATION NO. 8
WSP USA INC.**

**ATTACHMENT A
SERVICES TO BE PROVIDED BY WSP**

INTRODUCTION

WSP USA Inc. (“WSP”) shall perform additional work generally consisting of drainage analysis and review for the Central Texas Regional Mobility Authority’s (“Authority”) proposed US 183 North Mobility Project (“Project”) located in Travis and Williamson Counties, Texas. This supplemental work authorization is to compensate WSP for level of effort exceeding the original estimate for drainage design oversight. The fee was established presented in *Attachment B – Fee Estimate* is based on estimated effort to complete remaining drainage oversight and perform construction phase services.

I. Design Oversight

Task 1: Drainage Design Oversight

DB Contractor has had design issues from the start regarding drainage and water quality. The issues have led to more design packages, extended completeness periods, files not matching, rejected submittals, several iterations of variances, temporary drainage iterations for Early Release for Construction (ERFC) packages, drainage discrepancies between wall plans and drainage plans, and other items (more detailed list below). These extra steps and submittals by the DB Contractor have resulted in extra time and effort spent by WSP on reviews and coordination.

Specific information related to DB Contractor design issues and resulting additional effort are below:

1. Multiple completeness check rounds and extended completeness check periods due to submittal deficiencies;
2. Multiple rejections due to submittal deficiencies leading to additional submittal packages;
3. Temporary drainage calculation discussions and review for ERFC drainage packages;
4. Interdisciplinary inconsistencies requiring review coordination with retaining wall and roadway design;
5. Shoal Creek Variance reviews (multiple versions);
6. Issues with DB Contractor failure to understand TCEQ and Technical Provisions water quality treatment requirements;
7. Issues with Drainage and Water Quality report overlap leading to duplicated and inconsistent documents to review;
8. Issues with Segment 1C and Segment 2 design overlap leading to duplicated and inconsistent documents to review;

9. Issues with design and reports on Segment 2 of the Project not being consistent with Segment 1 leading to inconsistent documents to review;
10. Excessively long comment resolution meetings (some extending 8 hours over multiple sessions);
11. Additional weekly Review/Design Huddle meetings;
12. Coordination with Authority on City of Austin agreements for WQ ponds;
13. Woods Pond high level analysis (Authority request – additional scope); and
14. Shoal Creek detention high level analysis (Authority request – additional scope).

Deliverables

- See original Work Authorization for associated deliverables with the tasks above.

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO
WORK AUTHORIZATION NO. 8
WSP USA INC.
ATTACHMENT B - Fee Estimate**

| Invoice # | Date | Invoice Amount (Drainage Related Services) | | Cumulative Total | Actual / Estimated | |
|---|------------|---|-----------------|----------------------|--------------------|--------------|
| | | \$ | \$ | | | |
| 1 | 6/9/2021 | \$ 10,478.41 | \$ 10,478.41 | \$ 10,478.41 | Actual | |
| 2 | 7/1/2021 | \$ 14,062.75 | \$ 24,541.16 | \$ 24,541.16 | Actual | |
| 3 | 8/2/2021 | \$ 8,198.51 | \$ 32,739.67 | \$ 32,739.67 | Actual | |
| 4 | 9/15/2021 | \$ 18,776.80 | \$ 51,516.47 | \$ 51,516.47 | Actual | |
| 5 | 10/1/2021 | \$ 26,683.93 | \$ 78,200.40 | \$ 78,200.40 | Actual | |
| 6 | 11/1/2021 | \$ 25,717.79 | \$ 103,918.19 | \$ 103,918.19 | Actual | |
| 7 | 12/2/2021 | \$ 16,822.67 | \$ 120,740.86 | \$ 120,740.86 | Actual | |
| 8 | 1/4/2022 | \$ 30,191.67 | \$ 150,932.53 | \$ 150,932.53 | Actual | |
| 9 | 2/1/2022 | \$ 36,973.84 | \$ 187,906.37 | \$ 187,906.37 | Actual | |
| 10 | 3/1/2022 | \$ 44,609.08 | \$ 232,515.45 | \$ 232,515.45 | Actual | |
| 11 | 4/1/2022 | \$ 23,552.43 | \$ 256,067.88 | \$ 256,067.88 | Actual | |
| 12 | 5/3/2022 | \$ 47,664.58 | \$ 303,732.46 | \$ 303,732.46 | Actual | |
| 13 | 6/1/2022 | \$ 43,299.31 | \$ 347,031.77 | \$ 347,031.77 | Actual | |
| 14 | 7/1/2022 | \$ 39,166.14 | \$ 386,197.91 | \$ 386,197.91 | Actual | |
| 15 | 8/1/2022 | \$ 33,581.70 | \$ 419,779.61 | \$ 419,779.61 | Actual | |
| 16 | 9/1/2022 | \$ 61,720.37 | \$ 481,499.98 | \$ 481,499.98 | Actual | |
| 17 | 10/3/2022 | \$ 54,091.76 | \$ 535,591.74 | \$ 535,591.74 | Actual | |
| 18 | 11/2/2022 | \$ 67,696.92 | \$ 603,288.66 | \$ 603,288.66 | Actual | |
| 19 | 12/15/2022 | \$ 60,679.83 | \$ 663,968.49 | \$ 663,968.49 | Actual | |
| 20 | 1/1/2023 | \$ 75,000.00 | \$ 738,968.49 | \$ 738,968.49 | Estimated | |
| 21 | 2/1/2023 | \$ 50,000.00 | \$ 788,968.49 | \$ 788,968.49 | Estimated | |
| 22 | 3/1/2023 | \$ 30,000.00 | \$ 818,968.49 | \$ 818,968.49 | Estimated | |
| 23 | 4/1/2023 | \$ 30,000.00 | \$ 848,968.49 | \$ 848,968.49 | Estimated | Design |
| 24 | Apr-23 | \$ 10,000.00 | \$ 858,968.49 | \$ 858,968.49 | Estimated | Construction |
| 25 | May-23 | \$ 10,000.00 | \$ 868,968.49 | \$ 868,968.49 | Estimated | |
| 26 | Jun-23 | \$ 10,000.00 | \$ 878,968.49 | \$ 878,968.49 | Estimated | |
| 27 | Jul-23 | \$ 10,000.00 | \$ 888,968.49 | \$ 888,968.49 | Estimated | |
| 28 | Aug-23 | \$ 10,000.00 | \$ 898,968.49 | \$ 898,968.49 | Estimated | |
| 29 | Sep-23 | \$ 10,000.00 | \$ 908,968.49 | \$ 908,968.49 | Estimated | |
| 30 | Oct-23 | \$ 10,000.00 | \$ 918,968.49 | \$ 918,968.49 | Estimated | |
| 31 | Nov-23 | \$ 10,000.00 | \$ 928,968.49 | \$ 928,968.49 | Estimated | |
| 32 | Dec-23 | \$ 10,000.00 | \$ 938,968.49 | \$ 938,968.49 | Estimated | |
| 33 | Jan-24 | \$ 10,000.00 | \$ 948,968.49 | \$ 948,968.49 | Estimated | |
| 34 | Feb-24 | \$ 10,000.00 | \$ 958,968.49 | \$ 958,968.49 | Estimated | |
| 35 | Mar-24 | \$ 10,000.00 | \$ 968,968.49 | \$ 968,968.49 | Estimated | |
| 36 | Apr-24 | \$ 10,000.00 | \$ 978,968.49 | \$ 978,968.49 | Estimated | |
| 37 | May-24 | \$ 10,000.00 | \$ 988,968.49 | \$ 988,968.49 | Estimated | |
| 38 | Jun-24 | \$ 10,000.00 | \$ 998,968.49 | \$ 998,968.49 | Estimated | |
| 39 | Jul-24 | \$ 10,000.00 | \$ 1,008,968.49 | \$ 1,008,968.49 | Estimated | |
| 40 | Aug-24 | \$ 10,000.00 | \$ 1,018,968.49 | \$ 1,018,968.49 | Estimated | |
| 41 | Sep-24 | \$ 10,000.00 | \$ 1,028,968.49 | \$ 1,028,968.49 | Estimated | |
| 42 | Oct-24 | \$ 10,000.00 | \$ 1,038,968.49 | \$ 1,038,968.49 | Estimated | |
| 43 | Nov-24 | \$ 10,000.00 | \$ 1,048,968.49 | \$ 1,048,968.49 | Estimated | |
| 44 | Dec-24 | \$ 10,000.00 | \$ 1,058,968.49 | \$ 1,058,968.49 | Estimated | |
| Total Estimated Drainage Related Services: | | | | \$ 1,058,968.49 | | |
| Less Original Drainage Related Budget Amount: | | | | \$ (785,821.00) | | |
| Total Supplemental Work Authorization 1: | | | | \$ 273,147.49 | | |

Signature: 
Oscar Solis (Jan 25, 2023 20:05 CST)

Email: osolis@ctrma.org



Checklist

Project: 183 North Mobility Project

Vendor: WSP USA Inc. (WSP)

Contract Description:

Work Authorization (WA) #8 with WSP for General Engineering Consultant (GEC) services for Design Oversight and Public Involvement for the 183 North Mobility Project during the design and construction of the project.

Existing Expiration Date: N/A

Proposed Expiration Date: 04/06/2026

Amount: N/A

Proposed Amount: \$9,761,842

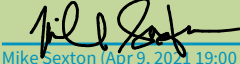
Funding Source: 183N Project Funds


Contract Form: STANDARD MODIFIED

Form 1295: YES NO

Target Review Date: 4/8/2021

Consultant:  Date: 04/07/2021

Director: 
Mike Sexton (Apr 9, 2021 19:00 CDT) Date: 04/09/2021

Deputy Executive Director: 
Robert Goode (Apr 12, 2021 08:22 CDT) Date: 04/12/2021

Controller:  Date: 04/12/2021


Legal Assistant: (copied) Copied Date: N/A

General Counsel: (copied) Copied Date: N/A

Comments section:

Board Authorization Required: YES NO

Board Authorization/Res. No.: 21-020 Date: 03/31/2021

Interim Executive Director & Chief Financial Officer:  Date: 04/12/2021

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Certificate Number:
2021-735299

WSP USA Inc.
 Austin, TX United States

Date Filed:
04/07/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Central Texas Regional Mobility Authority

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CTRMA2021WSP1
 Professional Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | WSP USA Inc. | New York, NY United States | X | |
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5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Eric Ploch, and my date of birth is January 3, 1966.

My address is 1601 South MoPac Expressway, Building 2, Suite 325, Austin, Texas, 78746, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 7th day of April, 2021.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Certificate Number:
 2021-735299

WSP USA Inc.
 Austin, TX United States

Date Filed:
 04/07/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Date Acknowledged:
 04/07/2021

Central Texas Regional Mobility Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CTRMA2021WSP1
 Professional Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | WSP USA Inc. | New York, NY United States | X | |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

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

RESOLUTION NO. 21-020

**AUTHORIZING THE EXECUTIVE DIRECTOR TO ISSUE WORK AUTHORIZATIONS TO
WSP USA INC. AND ATKINS NORTH AMERICA, INC. FOR GENERAL ENGINEERING
CONSULTING AND OVERSIGHT SERVICES FOR THE 183 NORTH MOBILITY PROJECT**

WHEREAS, by Resolution No. 16-034, dated June 15, 2016, the Board of Directors approved a Master Agreement with WSP USA, Inc. (formerly Parsons Brinckerhoff, Inc.) for general engineering consultant services; and

WHEREAS, by Resolution No. 17-067, dated December 13, 2017, the Board of Directors approved a Master Agreement with Atkins North America, Inc. (Atkins) for general engineering consultant services; and

WHEREAS, by Resolution No. 21-011, dated February 24, 2021. The Board of Directors awarded a design-build contract to Great Hills Constructors to design and construct the 183 North Mobility Project; and

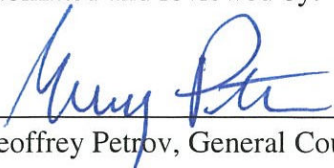
WHEREAS, the Mobility Authority requires general engineering consultant services including project management, reporting, project controls, design oversight, construction oversight, environmental compliance, public involvement, and system integration support and inspection for the 183 North Mobility Project as detailed on Exhibit A hereto; and

WHEREAS, the Executive Director recommends the Board of Directors authorize him to negotiate and execute various work authorizations with Atkins and WSP USA, Inc. for general engineering consultant services on the 183 North Project in a cumulative amount not to exceed \$25,992,453.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby authorizes the Executive Director to negotiate and execute various work authorizations with WSP USA, Inc. and with Atkins North America, Inc. on behalf of the Mobility Authority in a cumulative amount not to exceed \$25,992,453 for general engineering consultant services on the 183 North Mobility Project .

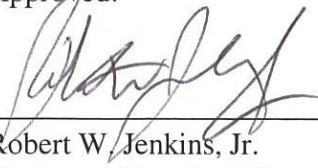
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of March 2021.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

SERVICES TO BE PROVIDED BY GEC

GENERAL

The work to be performed by the General Engineering Consultant (GEC) will include project management services necessary to oversee the design and construction of 183 North (hereinafter referred to as the “Project”) through the use of a Design Build Contract (hereinafter referred to as the “Contract”). This will entail those professional services and associated deliverables required to complete the oversight activities associated with the management of the Design Oversight, Construction Engineering and Inspection (“CE&I”), and Independent Environmental Compliance Manager (“IECM”) consultants and the D/B Contractor (“Contractor”).

PROJECT MANAGEMENT

The GEC will provide staff to administer, manage, review and coordinate development of the Project. The GEC will develop and maintain a staffing plan for consistency and appropriate levels of Project staffing. Activities included in this task:

- Contracting Support
- TIFIA application and Finance Support
- Project Administration & Coordination
- Sub-Consultants
- Change Order Processing & Management
- Dispute/Claims Support
- Project Meetings & Documentation
- Document Controls
- Response to Open Records Requests

REPORTING

The GEC will provide reporting required in accordance with the TxDOT Project Development Agreement (PDA), Bond Indenture, TIFIA, and the Mobility Authority. The GEC will provide qualified technical and professional personnel to perform this task. The following activities are included:

- Program Reporting
- Annual Financial Plan Updates
- Trust Indenture and TIFA Reporting

PROJECT CONTROLS

The GEC will provide project controls oversight of the CEI team on the project and inform the Mobility Authority of key developments. The GEC will provide qualified technical and professional personnel to perform this task.

DESIGN OVERSIGHT

The GEC will provide professional services associated with design oversight that are required to oversee compliance of the design in accordance with the PDA, and the Contract. The GEC will provide qualified technical and professional personnel to perform this task. In performance of the task, The GEC shall not direct, manage or control the DB Contractor or SI’s design work activities. Design oversight by the GEC will not relieve the DB Contractor and SI of sole responsibility for design related services. Design oversight efforts will focus on coordination with the Contractor’s and SI’s design process to provide monitoring and oversight of reasonable compliance with Contract obligations, Contractor’s Design Quality Management Plan (DQMP), SI Contractor obligations and sound engineering practices. The following activities are included:

- Design Review Management Plan (DRMP)
- DB Contractor Coordination
- Design criteria / Schematic Design Review
- Work group meetings
- Design reviews
- Design Final Acceptance

CONSTRUCTION OVERSIGHT

The GEC will provide professional services associated with oversight of the Contractor, Consultants, and the SI. The GEC will provide qualified technical and professional personnel to perform this task. In performance of this task, the GEC shall not direct, manage or control the Contractor's or SI's construction work activities. Construction Oversight by the GEC will not relieve the Contractor or SI of sole responsibility for the means and methods of the construction, or for health or safety precautions in connection with this work. The Contractor's engineer will remain responsible for design related services.

Construction oversight efforts will focus on ensuring that the CE&I firm is managing the Contractor's and SI's construction processes to provide monitoring and oversight of reasonable compliance obligations, sound engineering practices and regulatory requirements. The following activities are included:

- General Technical Support
- Shop Drawing / Submittals Processing and Management
- Contractor Draw Requests
- Mobility Authority Construction Coordination Support
- Right-of-Way/Utility Coordination
- Final Punch List/Final Inspection/Notice of completion

ENVIRONMENTAL COMPLIANCE

If requested by the Mobility Authority, the GEC will provide staff to monitor, review and report on the (IECM) compliance efforts.

PUBLIC INVOLVEMENT

The GEC will support the Mobility Authority from NTP 1 through Open to Tolling with the administration, management, coordination, and implementation of the community outreach and engagement oversight efforts, providing assistance as requested from the Mobility Authority's Communications Manager for the day-to-day construction communications throughout the life of the contract. Activities included in this task:

- Communications Strategy and Coordination
- Monthly Construction Communications
- Public Information Outreach
- Website Management
- Event Management

SYSTEM INTEGRATION SUPPORT AND INSPECTION

The GEC will coordinate and oversee the SI's development of the toll collection system layout, including the location of the toll collection gantries, toll collection system design and toll collection system infrastructure requirements and the integration with the Contractor's work. The GEC will monitor adherence to the Toll System Collection Responsibility Matrix by both the Contractor and SI.

[END OF ATTACHMENT]

Estimated Costs for GEC Services

| Service | Estimated Costs |
|---------------------------|------------------------|
| Project Management | \$5,829,210 |
| Design Oversight | \$5,421,760 |
| Construction Management | \$4,828,380 |
| Public Involvement | \$4,892,461 |
| Environmental Oversight | \$345,980 |
| Expenses | <u>\$1,284,342</u> |
| Subtotal | \$22,602,133 |
| Contingency at 15% | \$3,390,320 |
| TOTAL | \$25,992,453 |

EXHIBIT D
WORK AUTHORIZATION

Work Authorization No. 8

This Work Authorization is made as of this 6th day of April, 2021, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of July 1, 2016 (the Agreement), between the **Central Texas Regional Mobility Authority** (Authority) and **WSP USA Inc, formerly Parsons Brinkerhoff, Inc.** (WSP). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

*183 North Mobility Project
Design Oversight and Public Involvement Services*

Section A. - Scope of Services

A.1. WSP shall perform the following Services:

Please reference Attachment A – Services to be Provided by WSP

A.2. The following Services are not included in this Work Authorization but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

Right of Way Services

Utility coordination or review

Construction Engineering and Inspection Services

Environmental Compliance Review and Monitoring Services

Project and Design Scheduling

Tolling Operations Coordination and Review

A.3. In conjunction with the performance of the foregoing Services, WSP shall provide the following submittals/deliverables (Documents) to the Authority:

Please reference Attachment A – Services to be Provided by WSP

Section B. - Schedule

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

Services defined herein are expected to be substantially complete within 60 months from the date this Work Authorization becomes effective. This Work Authorization will not expire until

all tasks associated with the Scope of Services are complete. In the event that the services are not complete within the duration stated in this Section B – Schedule, WSP may initiate an amendment to accomplish the remaining work for the Mobility Authority’s review and consideration.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to WSP the amount not to exceed \$9,761,842 based on a Cost Plus fee listed in Attachment B -Fee Estimate. Compensation for Direct Expenses under this Work Authorization which are incurred as part of normal business operations or anticipated needs based on the services provided (i.e., mileage, travel, office supplies, print charges, deliveries, public involvement activities, etc.) will be reimbursed on a cost basis per the unit rate schedule included as part of the fee. Profit will be 10% for all services. Compensation shall be in accordance with the Agreement.

C.2. The Authority and WSP agree that the budget amounts contained in Attachment B – Fee Estimate for WSP are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. WSP may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total Work Authorization amount. WSP shall not exceed the maximum amount payable without prior written permission by the Authority.

C.3. Compensation for Additional Services (if any) shall be paid by the Authority to WSP according to the terms of an amendment to this Work Authorization or a future Work Authorization.

Section D. - Authority’s Responsibilities

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

Not applicable.

Section E. - Other Provisions

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

For the avoidance of doubt, in the event that the scope of the contract for the engineer performing Construction Engineering and Inspection (CE&I) services overlaps with scope that is listed in Attachment A, any such overlap shall be performed under the CE&I contract and shall not be a part of WSP’s scope.

In the event that WSP is requested or required to perform Additional Services that are not specifically provided for in this Work Authorization, WSP shall deliver to the Mobility Authority notice of out of scope work within 10 business days.

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

Authority: Central Texas Regional Mobility
Authority

WSP USA Inc.

By: William Chapman

By: Rebecca M. Nolan

Signature: *William Chapman*

Signature: *Rebecca M Nolan*

Title: Interim Executive Director and
Chief Financial Officer

Title: Central Region President

Date: Apr 23, 2021

Date: Apr 9, 2021

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

**WORK AUTHORIZATION NO. 8
WSP**

ATTACHMENT A

SERVICES TO BE PROVIDED BY WSP

GENERAL

The work to be performed by the Design Oversight Team (WSP) will include services necessary to oversee the design of the 183 North Mobility Project (Project) through the use of a Design-Build Agreement (hereinafter referred to as the DBA). This will entail those professional services and associated deliverables required to complete the design oversight activities associated with the management of the Design-Build Contractor's design work (hereinafter referred to as the DB Contractor).

The Mobility Authority intends to procure contracts for separate General Engineering Consultant Management (GEC), Construction Engineering and Inspection (CE&I), Materials Testing, Survey and Independent Environmental Compliance Management (IECM) teams. WSP will coordinate with these teams as part of the services contained within this scope.

WSP will be the single point of contact between the Mobility Authority and DB Contractor for design related issues, acting as an extension of the Mobility Authority's staff by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Work Authorization. WSP shall not control the design under the DB Agreement. Oversight reviews by WSP will not relieve the DB Contractor of sole responsibility for the means and methods of design and construction, or for health or safety precautions in connection with the work under the DB Agreement. With comments and recommendations provided by WSP, Final Acceptance decisions for design shall be made by the Mobility Authority staff and coordinated with TxDOT as applicable.

WSP will maintain core Design Oversight staff at the DB Contractor-provided Project offices to manage the design oversight for activities required to complete the design efforts. This staff will represent the Mobility Authority's interests on the 183 North Mobility Project. The core Design Oversight staff co-located at the Contractor-provided Project office will vary based on the specific work being performed at any given time on the Project.

Due to social distancing requirements resulting from COVID-19 and related diseases there may be a need to work remotely. WSP will be capable of completing office-related work provided within this scope of services while working remotely.

TASK 1 PROJECT MANAGEMENT (CODE 13720)

WSP will develop and maintain a staffing plan for consistency and appropriate levels of Project staffing. Activities included in this task:

A. Project Coordination and Administration

1. Assist Mobility Authority with transition meetings between procurement teams and implementation teams.
2. Assist the Mobility Authority, GEC Management, TxDOT, and DB Contractor to coordinate Project development and implementation.
3. Participate in a kickoff meeting to be held with the following parties: Mobility

Authority, TxDOT, FHWA, GEC Management, CE&I, City of Austin, and other third parties as required.

4. As requested by the Mobility Authority, coordinate the details of and participate in Project's partnering meeting to be held shortly after notice to proceed has been given to the DB Contractor.
5. Prepare monthly project invoices and accompanying progress report.

B. Sub-Consultants

1. Coordinate, contract, and provide oversight for all WSP sub-consultants.

C. Program Reporting

1. Provide a monthly update to the Mobility Authority and GEC on key milestones accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.
2. Track, monitor, and report on WSP budget weekly relative to submittals.

D. Project Schedule

WSP will provide staff to coordinate with the GEC regarding the Project schedule developed by the DB Contractor. Specific activities include:

1. Report and verify the DB Contractor's progress and upcoming milestones relating to design on a monthly basis to the Mobility Authority.

E. Change Order Support

1. Provide oversight and support on any design related change orders on the Project and process in accordance with the DB Agreement and coordinate with external agencies as required.

F. Dispute/Claims Support

WSP will provide consultation and assistance to the Mobility Authority and their General Counsel related to aspects of the design services required during the development and implementation of the Project (Assume 1 dispute escalated to Dispute Resolution Board):

1. Assemble supporting documentation, review, analyze and provide recommendations to the Mobility Authority on the DB Contractor's submittal of a notice of dispute.
2. Review, analyze and make recommendations to the Mobility Authority on the DB Contractor's claim package submittal.
3. Participate as needed in preparation and presentation to Dispute Resolution Board.

G. Mobility Authority/GEC Project Meetings & Documentation

The WSP Design Oversight Manager and Deputy Manager will attend Mobility Authority/GEC Project meetings during the Project design phase, until Released for Construction (RFC) plans have been submitted, to assess progress, schedule, and quality of services being provided as well as identify issues. Meetings and time assumptions are as follows:

1. GEC Team Meetings – 1 hr. per week
2. GEC Project Review Meetings – 1 hr. per week
3. GEC Issue Resolution Meetings – 1 hr. per week
4. Mobility Authority Construction Status Update Meetings – 2 hrs. per month

5. Mobility Authority Board Meetings – 4 hrs. per meeting, assume quarterly
6. GEC Maintenance of Traffic Meetings – 1 hr. per week
7. GEC Public Information Meetings – 2 hrs per week
8. GEC Three-Week Rolling Schedule Review Meetings – 1 hr. per week
9. GEC Comprehensive Schedule Meetings – 1 hr. per week

In addition, WSP will participate in DB Contractor's meetings:

10. Monthly Strategy Meetings -1 hr. per month
11. Quarterly Executive Partnering Workshops (as requested by the Mobility Authority) six, 4-hr sessions.

H. Documentation

1. WSP will review for completeness and accuracy the agendas, meeting minutes, action items and follow-up action item status prepared by others (e.g. the GEC, CE&I, or DB Contractor) for each of the meetings listed above.

I. Response to Open Records Requests

1. Assist the GEC firm in the retrieval of documents as a result of open records requests related to design on the Project.

J. DB Contractor Management Plan Review

1. Review DB Contractor Design Quality Management Plan (DQMP)
2. Review DB Contractor Traffic Management Plan
3. Review DB Contractor-Mobility Authority Communications Plan

TASK 2 – DESIGN OVERSIGHT (CODE 13720)

WSP will provide professional services associated with design oversight that are required to oversee compliance of the design in accordance with the Project Development Agreement (PDA), and the DB Agreement. WSP will provide qualified technical and professional personnel to perform this task. In performance of the task, WSP shall not direct, manage or control the DB Contractor or SI's design work activities. Design oversight by WSP will not relieve the DB Contractor and SI of sole responsibility for design related services. Design oversight efforts will focus on coordination with the DB Contractor's and SI's design process to provide monitoring and oversight of reasonable compliance with DB Agreement obligations, DB contractor's Design Quality Management Plan (DQMP), SI Contractor obligations and sound engineering practices. The following activities are included:

A. Design Review Management Plan (DRMP)

1. WSP will develop a Design Review Management Plan (DRMP) to outline disciplinary review responsibilities, interdisciplinary coordination and reviews, internal review deadlines, review quality procedures, processes, and internal and external communication protocols with the Mobility Authority, GEC, DB Contractor, TxDOT, and third parties. The DRMP will include compliance checklists and flowcharts to confirm submittals meet the minimum requirements.
2. WSP will facilitate a design review kickoff meeting with TxDOT to establish and train TxDOT staff on review protocols and determine communication points of contact.
3. WSP will perform training on the DRMP to achieve uniformity in the review process and to ensure familiarity and compliance with the DRMP.

B. DB Contractor Coordination

The WSP Design Oversight Manager will coordinate with the DB Contractor to provide WSP staffing levels to accommodate the DB Contractor's proposed design production schedule. The WSP Design Oversight Manager will attend DB Contractor Project meetings to assess progress, schedule, and quality of services being provided as well as identify issues:

1. DB Contractor Team Management Meetings – 4 hr. per week
2. DB Contractor Issue Resolution Meetings – 2 hr. per week
3. DB Maintenance of Traffic Meetings – 2 hr. per week
4. DB Public Information Meetings – 1 hr. per week
5. DB Contractor Schedule Meetings – 3 hr. per week
6. DB ROW Meetings – 4 hrs. per week

C. Design criteria / Schematic Design Review

WSP will oversee that the design development proceeds in accordance with the basic configuration and approved ATCs provided in the DB Agreement.

1. Review DB Contractor's proposal schematic. Identify and list any variances from the Contract design criteria, environmental commitments, or stakeholder commitments.
2. Review and comment on DB Contractor's checklists of design criteria established by the Contract and related Design Manuals.
3. Review Design Exceptions submitted by DB Contractor for accuracy and completeness.

D. Work group meetings

This task includes the attendance of the DB Contractor's design work group meetings. In these meetings, WSP will stay informed of design development issues and provide guidance to the DB Contractor when required. These meetings are estimated as follows:

1. Partnering Session - Estimate one 8-hr meeting attended by entire staff.
2. Weekly Internal Oversight Team Interdisciplinary and Constructability Review Meetings, 1.5-hrs per week (Task Leads).
3. Informal "Over-the-Shoulder" Meetings - Estimate three 1-hr. meetings every week over the 18-month design period attended by Task Lead for each of the following disciplines.
 - a. Roadway
 - b. Drainage
 - c. Structures
 - d. Geotechnical
 - e. Retaining Walls
 - f. Traffic Control
 - g. ITS/Lighting
 - h. Landscaping & Architectural
4. Technical Working Group Meetings – Assume attendance at the meetings below over the 18-month design period by Applicable Task Lead(s) and technical experts for each of the following disciplines. Assume the WSP Design Oversight Manager and Deputy Manager will each attend various Technical Working Group

Meetings for up to one hour per week.

- a. Roadway – 1.5 hrs
 - b. Drainage – 1.5 hrs
 - c. Structures / Retaining Walls/ Geotechnical – 2.5 hrs
 - d. Traffic Control (Maintenance of Traffic) – 2.0 hrs
 - e. Utility / Environmental Compliance / SW3P – 1.5 hrs
 - f. Traffic/Pavement Markings/Signs/ITS/Lighting – 2.0 hr
 - g. Quality – 1 hr
 - h. Landscape & Aesthetics – 1.5 hrs
5. In-progress Design Workshops per design packages – Estimate one 4-hr meeting per package review.
- a. Early Works Package(s) Preliminary, Final, RFC (all disciplines)
 - b. 21 Geotechnical Reports – Preliminary & Final (Structures/Geotechnical)
 - c. Project Standards Package - 65%, 100%, RFC (all disciplines)
 - d. Demo & Abandon- 65%, 100%, RFC (all disciplines)
 - e. SWPPP - 65%, 100%, RFC (Roadway, Drainage, Traffic Control)
 - f. Signing & Pavement Markings - 30%, 65%, 100%, RFC
 - g. Lighting - 30%, 65%, 100%, RFC
 - h. ITS - 30%, 65%, 100%, RFC
 - i. Landscape & Aesthetics - 30%, 65%, 100%, RFC
 - j. Drainage Report- 30%, 65%, 100%, RFC (Drainage, Roadway, Structures)
 - k. 3D Modeling – 30%, 65%, 100%, RFC (all related disciplines)
 - l. Segment S1A Package - 30%, 65%, 100%, RFC (all disciplines)
 - m. Segment S1B Package - 30%, 65%, 100%, RFC (all disciplines)
 - n. Segment S1C Package - 30%, 65%, 100%, RFC (all disciplines)
 - o. Segment S2 Package - 30%, 65%, 100%, RFC (all disciplines)
6. Comment Resolution Meeting per design package – Estimate one 4-hr meeting per package review.
- a. Early Works Package Median Access Preliminary, Final, RFC (all disciplines)
 - b. 21 Geotechnical Reports – Preliminary & Final (Structures/Geotechnical)
 - c. Project Standards Package - 65%, 100%, RFC (all disciplines)
 - d. Demo & Abandon- 65%, 100%, RFC (all disciplines)
 - e. SWPPP - 65%, 100%, RFC
 - f. Signing & Pavement Markings - 30%, 65%, 100%, RFC
 - g. Lighting - 30%, 65%, 100%, RFC
 - h. ITS - 30%, 65%, 100%, RFC
 - i. Landscape & Aesthetics - 30%, 65%, 100%, RFC
 - j. Drainage Report- 30%, 65%, 100%, RFC
 - k. 3D Modeling – 30%, 65%, 100%, RFC (all related disciplines)
 - l. Segment S1A Package - 30%, 65%, 100%, RFC (all disciplines)
 - m. Segment S1B Package - 30%, 65%, 100%, RFC (all disciplines)
 - n. Segment S1C Package - 30%, 65%, 100%, RFC (all disciplines)
 - o. Segment S2 Package - 30%, 65%, 100%, RFC (all disciplines)
 - p. Traffic Analysis Phase 1 Preliminary, Final, RFC
 - q. Traffic Analysis Phase 2 Preliminary, Final, RFC

E. Design reviews

1. After a design submittal has been through the DB Contractor's Design Quality Control and the Design Quality Assurance reviews, WSP will perform a Design Quality Oversight review. This review will:
 - Audit records to verify compliance with the approved DQMP
 - Check and review compliance with the DB Agreement.
 - Audit design to confirm all previous review comments have been incorporated

The mandatory design reviews (74 submittals) include:

2. 1. Early Works Package Median Access Preliminary, Final, RFC (all disciplines)
3. Segment S1A Package - 30%, 65%, 100%, RFC (all disciplines)
4. Segment S1B Package - 30%, 65%, 100%, RFC (all disciplines)
5. Segment S1C Package - 30%, 65%, 100%, RFC (all disciplines)
6. Segment S2 Package - 30%, 65%, 100%, RFC (all disciplines)
7. Project Standards Package - 65%, 100%, RFC (all disciplines)
8. 21 Geotechnical Reports – Preliminary & Final
9. Demo & Abandon - 65%, 100%, RFC (all disciplines)
10. SWPPP- 65%, 100%, RFC (roadway, drainage)
11. Signing & Pavement Markings - 30%, 65%, 100%, RFC
12. Lighting - 30%, 65%, 100%, RFC
13. ITS - 30%, 65%, 100%, RFC
14. Landscape & Aesthetics - 30%, 65%, 100%, RFC
15. Drainage Report- 30%, 65%, 100%, RFC (all disciplines)
16. Traffic Analysis Phase 1 Preliminary, Final, RFC
17. Traffic Analysis Phase 2 Preliminary, Final, RFC
18. Cross Sections - 30%, 65%, 100%, RFC (roadway)
19. 3D Modeling – 30%, 65%, 100%, RFC (all related disciplines)
20. Environmental Re-evaluations provided by DB Contractor (assume 3 at 24 hrs each)

WSP will coordinate with TxDOT and others as required to conduct design reviews.

21. WSP will consolidate review comments from the various entities using Bluebeam software and provide one set of review comments to the DB Contractor.
22. WSP will facilitate a comment resolution meeting with TxDOT to resolve conflicting comments prior to providing consolidated comments to the DB Contractor.
23. In the event design exceptions are agreed to between the Mobility Authority and the DB Contractor, WSP will coordinate with TxDOT and prepare documentation in support of the design exception.

F. Design Final Acceptance

Once the DB Contractor has incorporated all comments from the Final (100%) Design Submittal and resolved all concerns and comments, the DB Contractor will submit the Final Design Package for acceptance. WSP will review the acceptance package for the following components and make recommendations to the Mobility Authority regarding design final acceptance:

1. Design plans
2. Design calculations
3. Design reports
4. Construction Specifications

5. Electronic files
6. Government approvals
7. Design quality assurance firm certification of compliance with the DQMP and the DB Agreement

TASK 3 – CONSTRUCTION OVERSIGHT (CODE 13720)

WSP will provide professional services associated with engineering review oversight during the 33-months of construction after design.

A. General Technical Support

WSP will provide technical support and management assistance as required by the GEC toward the successful completion of the Project, including:

1. Advise the GEC on Project design matters related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans prepared by the Design Engineer(s)
2. Seek clarifications from the Design Engineer(s) when necessary on the intent reflected in the design plans and specifications. The Engineer of Record will remain responsible for design related services.

B. Requests for Information (RFI), Maintenance of Traffic (MOT) Redlines, Notice of Design Changes (NDCs) and Non-Conformance Report Processing and Management

1. Review and comment on Project Requests for Information (RFIs) – assume 100 RFIs
2. Maintenance of Traffic (MOT) redlines – assume 100 MOT Redlines
3. Review and comment on Notice of Design Changes (NDCs) – assume 100 NDCs
4. Review and comment on Non-Conformance Reports (NCRs) for non-conforming work – assume 100 NCRs

C. Shop Drawing / Submittals Processing and Management – assume 500

1. Review shop drawings, erection drawings, working drawings, samples, material and product certifications, and catalog cuts and brochure submittals for general conformance with the design plans and specifications submitted by the DB Contractor. Check that the Engineer of Record has provided required approvals. The Engineer of Record will be responsible for final approval.
2. Maintain, log and retain all documents associated with shop drawings.
3. Coordinate with the DB Contractor on processing, submittal documentation, follow-up activities, and clarifications.

TASK 4 - PUBLIC INVOLVEMENT (CODE 13750)

WSP will support the Mobility Authority from NTP 1 through Open to Tolling with the administration, management, coordination, and implementation of the community outreach and engagement oversight efforts, providing assistance as requested from the Mobility Authority's Communications Manager for the day-to-day construction communications throughout the life of the contract. Activities included in this task:

A. Communications Strategy and Coordination

1. Act as the primary point of contact for the Project
2. Attend weekly internal PI meetings (x4 staff) and monthly PI/ENG meetings (x3 staff)
3. Assist with community outreach strategy
4. Provide assistance with the development of and implementation of the Public Information Plan (PIP) and Emergency Response Plan for the Project
5. Manage the stakeholder mailing list
6. Develop and manage database of businesses along the corridor
7. Assist with emergency/crisis communications as needed
8. Providing bilingual communications as needed
9. Provide ongoing reports to the Authority regarding the status of work performed including Monthly Project Development Report and the quarterly reports for the Mobility Authority Board of Directors

B. Public Information Outreach

1. Respond to public inquiries regarding the Project
2. Provide public involvement materials, such as fact sheets and frequently asked questions
3. Develop an informational video about the Project for use on the website, on social media and in meetings as needed
4. Develop a construction announcement postcard to be mailed to homes and businesses within the Project corridor
5. Write and disseminate construction updates to the public, including but not limited to emails, texts, Twitter, Facebook (Mobility Authority page), website updates and media alerts (for large closures)
6. Develop and distribute a Project update e-newsletter up to six (6) times a year
7. Host a Project update meeting for local businesses quarterly
8. Develop and implement a local business promotion program
9. Draft byline articles as needed
10. Help coordinate media inquiries and develop press materials as needed
11. Draft updates for elected officials weekly, or as often as needed, depending on project phase
12. Develop maps, invitations, advertisements, branded gift items and other graphics for the project as needed

C. Website Management

1. Development of construction website and coordination with website subconsultant on new site launch
2. Manage the Project website, www.183North.com, throughout the life of the contract, including maintenance support and analytic reports

D. Event Management

1. Plan and oversee the groundbreaking or virtual groundbreaking for the Project
2. Oversee planning and attend up to four (4) "Meet the Contractor" events
3. Plan and oversee up to four (4) "Thank You" events for the community a year
4. Provide a Project update at up to four (4) neighborhood association events a year
5. Sponsor and attend up to four (4) community events a year
6. Plan and oversee the grand opening event for the project

LIST OF ASSUMPTIONS

A. Project Scope

The services provided by WSP as described in this Work Authorization are based upon the Project scope as defined in the DB Agreement scope of work and technical provisions. It is assumed that general project management, construction inspection, materials testing, survey, and environmental compliance will be provided by other consultants contracted directly with the Mobility Authority.

B. Project Schedule

The services provided by WSP as described in this Work Authorization are based upon the Project schedule as provided by the DB Contractor in its proposal. Any change to the project schedule dates as noted below may require a supplement to this Work Authorization.

- Design Completion 641 days after DB Contractor Design Mobilization
- Substantial Completion 1519 Days after NTP1
- Final Acceptance 120 Days after Substantial Completion
- Project Closeout completed 90 calendar days after Final Acceptance

C. Project Vehicles

Construction vehicles will not be used as part of the design oversight effort. If a member of the design oversight team is required to visit the work zone or an area requiring the vehicle to be off-road, it is assumed they will be escorted by a member of the GEC or CE&I teams.

D. Design-Builder Performance

The services performed by WSP in respect of design reviews of the Design-Builder's submittals shall be in accordance with task 2.E above. The proposed fee specified in Attachment B assumes one (1) review per mandatory design review. Budgeted contingency will be used to perform subsequent reviews of the same mandatory design review due to poor Design-Builder quality, insufficient design products, incomplete design submittals.

E. Event Expenses

The direct costs for events, other than entertainment at the grand opening ceremony not to exceed \$10,000, are not included in this work authorization.

F. Staff Labor and Overhead Rates

Hourly rates and overhead rates shown in Attachment B are estimates or averages used for the purpose of establishing the not to exceed budget for this work authorization. The actual rates used will be in accordance with Section 4, Compensation in the Agreement. Office overhead rates will be utilized for all staff members that work on the Project.

[END OF ATTACHMENT]

**Attachment B
Fee Estimate**

| | WSP | SUBCONSULTANTS | TOTAL |
|---|---------------------|---------------------|---------------------|
| TOTAL LABOR & OVERHEAD & PROFIT | | | |
| TASK 1 - DESIGN OVERSIGHT MANAGEMENT | \$ 755,696 | | \$ 755,696 |
| TASK 2 - DESIGN OVERSIGHT | \$ 2,781,516 | \$ 784,477 | \$ 3,565,993 |
| TASK 3 - DESIGN OVERSIGHT CONSTRUCTION SERVICES | \$ 768,421 | \$ 331,650 | \$ 1,100,071 |
| TASK 4 - PUBLIC INVOLVEMENT | \$ 2,607,410 | \$ 912,371 | \$ 3,519,781 |
| SUB-TOTAL BURDENED LABOR | \$ 6,913,043 | \$ 2,028,498 | \$ 8,941,540 |
| EXPENSES | | | \$ 820,302 |
| TOTAL WA #8 FEE | | | \$ 9,761,842 |

**Attachment B
Fee - Labor Summary**

| Oversight Staff | 2021 Hourly Rate | 2022 Hourly Rate | 2023 Hourly Rate | 2024 Hourly Rate | 2025 Hourly Rate | 2026 Hourly Rate | Overhead Rate | Profit | Total \$ |
|------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|---------------|------------------------------|--------------|
| SUMMARY OF TEAM HOURS | | | | | | | | | |
| Program Manager | \$ 120.94 | \$ 124.57 | \$ 128.31 | \$ 132.15 | \$ 136.12 | \$ 140.20 | 1.3773 | 10% | \$ 211,714 |
| Procurement Manager | \$ 100.75 | \$ 103.77 | \$ 106.89 | \$ 110.09 | \$ 113.40 | \$ 116.80 | 1.3773 | 10% | \$ 5,269 |
| Quality Assurance | \$ 94.37 | \$ 97.20 | \$ 100.12 | \$ 103.12 | \$ 106.21 | \$ 109.40 | 1.3773 | 10% | \$ 64,933 |
| Design Manager | \$ 88.09 | \$ 90.73 | \$ 93.45 | \$ 96.26 | \$ 99.15 | \$ 102.12 | 1.3773 | 10% | \$ 677,447 |
| Deputy Design Manager | \$ 66.95 | \$ 68.96 | \$ 71.03 | \$ 73.16 | \$ 75.35 | \$ 77.61 | 1.3773 | 10% | \$ 577,284 |
| Project Principal | \$ 126.84 | \$ 130.65 | \$ 134.56 | \$ 138.60 | \$ 142.76 | \$ 147.04 | 1.3773 | 10% | \$ 22,497 |
| Roadway Lead | \$ 69.81 | \$ 71.90 | \$ 74.06 | \$ 76.28 | \$ 78.57 | \$ 80.93 | 1.3773 | 10% | \$ 215,087 |
| Roadway 1 | \$ 67.31 | \$ 69.33 | \$ 71.41 | \$ 73.55 | \$ 75.76 | \$ 78.03 | 1.3773 | 10% | \$ 116,143 |
| Roadway 2 | \$ 102.19 | \$ 105.26 | \$ 108.41 | \$ 111.67 | \$ 115.02 | \$ 118.47 | 1.3773 | 10% | \$ 220,727 |
| Structures Lead | \$ 95.96 | \$ 98.84 | \$ 101.80 | \$ 104.86 | \$ 108.00 | \$ 111.24 | 1.3773 | 10% | \$ 642,406 |
| Structures 1 | \$ 103.37 | \$ 106.47 | \$ 109.67 | \$ 112.96 | \$ 116.34 | \$ 119.83 | 1.3773 | 10% | \$ 236,256 |
| Structures 2 | \$ 85.30 | \$ 87.86 | \$ 90.49 | \$ 93.21 | \$ 96.01 | \$ 98.89 | 1.3773 | 10% | \$ 200,363 |
| Geotechnical Lead | \$ 96.98 | \$ 99.89 | \$ 102.89 | \$ 105.97 | \$ 109.15 | \$ 112.43 | 1.3773 | 10% | \$ 72,352 |
| Geotech 1 | \$ 71.95 | \$ 74.11 | \$ 76.33 | \$ 78.62 | \$ 80.98 | \$ 83.41 | 1.3773 | 10% | \$ 13,923 |
| Retaining Wall Lead | \$ 84.70 | \$ 87.24 | \$ 89.86 | \$ 92.55 | \$ 95.33 | \$ 98.19 | 1.3773 | 10% | \$ 145,697 |
| RW 1 | \$ 55.33 | \$ 56.99 | \$ 58.70 | \$ 60.46 | \$ 62.27 | \$ 64.14 | 1.3773 | 10% | \$ 29,074 |
| Drainage Lead (KFA) | \$ 80.00 | \$ 82.40 | \$ 84.87 | \$ 87.42 | \$ 90.04 | \$ 92.74 | 1.3944 | 10% | \$ 512,304 |
| Drainage 1 (KFA) | \$ 60.00 | \$ 61.80 | \$ 63.65 | \$ 65.56 | \$ 67.53 | \$ 69.56 | 1.3944 | 10% | \$ 154,003 |
| Drainage 2 (KFA) | \$ 50.00 | \$ 51.50 | \$ 53.05 | \$ 54.64 | \$ 56.28 | \$ 57.96 | 1.3944 | 10% | \$ 118,070 |
| Environmental Review | \$ 52.23 | \$ 53.80 | \$ 55.41 | \$ 57.07 | \$ 58.79 | \$ 60.55 | 1.3773 | 10% | \$ 9,884 |
| Traffic Lead | \$ 85.75 | \$ 88.32 | \$ 90.97 | \$ 93.70 | \$ 96.51 | \$ 99.41 | 1.3773 | 10% | \$ 239,463 |
| Traffic 1 | \$ 53.85 | \$ 55.47 | \$ 57.13 | \$ 58.84 | \$ 60.61 | \$ 62.43 | 1.3773 | 10% | \$ 111,011 |
| Traffic 2 | \$ 83.66 | \$ 86.17 | \$ 88.75 | \$ 91.42 | \$ 94.16 | \$ 96.98 | 1.3773 | 10% | \$ 73,009 |
| Signs /P/M | \$ 79.33 | \$ 81.71 | \$ 84.16 | \$ 86.69 | \$ 89.29 | \$ 91.97 | 1.3773 | 10% | \$ 68,799 |
| Illumination | \$ 67.96 | \$ 70.00 | \$ 72.10 | \$ 74.26 | \$ 76.49 | \$ 78.78 | 1.3773 | 10% | \$ 73,937 |
| Signals | \$ 73.34 | \$ 75.54 | \$ 77.81 | \$ 80.14 | \$ 82.54 | \$ 85.02 | 1.3773 | 10% | \$ 54,438 |
| ITS | \$ 84.04 | \$ 86.56 | \$ 89.16 | \$ 91.83 | \$ 94.59 | \$ 97.43 | 1.3773 | 10% | \$ 87,044 |
| Maintenance of Traffic Lead | \$ 86.16 | \$ 89.04 | \$ 92.02 | \$ 95.08 | \$ 98.23 | \$ 101.48 | 1.3773 | 10% | \$ 172,972 |
| MOT 1 | \$ 62.78 | \$ 64.66 | \$ 66.60 | \$ 68.60 | \$ 70.66 | \$ 72.78 | 1.3773 | 10% | \$ 105,739 |
| Landscape & Aesthetics Lead | \$ 80.38 | \$ 82.79 | \$ 85.28 | \$ 87.83 | \$ 90.47 | \$ 93.18 | 1.3773 | 10% | \$ 77,023 |
| L&A 1 | \$ 50.88 | \$ 52.41 | \$ 53.98 | \$ 55.60 | \$ 57.27 | \$ 58.98 | 1.3773 | 10% | \$ 24,953 |
| Project Controls | \$ 45.00 | \$ 46.35 | \$ 47.74 | \$ 49.17 | \$ 50.65 | \$ 52.17 | 1.3773 | 10% | \$ 61,244 |
| Administrative Assistant | \$ 30.00 | \$ 30.90 | \$ 31.83 | \$ 32.78 | \$ 33.77 | \$ 34.78 | 1.3773 | 10% | \$ 1,676 |
| PI Specialist | \$ 40.00 | \$ 41.20 | \$ 42.44 | \$ 43.71 | \$ 45.02 | \$ 46.37 | 1.3773 | 10% | \$ 1,028,982 |
| PI Lead | \$ 54.00 | \$ 55.62 | \$ 57.29 | \$ 59.01 | \$ 60.78 | \$ 62.60 | 1.3773 | 10% | \$ 925,685 |
| PI Advisor (Rifeline) | \$ 217.43 | \$ 223.95 | \$ 230.67 | \$ 237.59 | \$ 244.72 | \$ 252.06 | | | \$ 32,330 |
| PI Specialist (Rifeline) | \$ 142.05 | \$ 146.31 | \$ 150.70 | \$ 155.22 | \$ 159.88 | \$ 164.67 | | | \$ 766,280 |
| Construction Comms Advisor | \$ 50.00 | \$ 51.50 | \$ 53.05 | \$ 54.64 | \$ 56.28 | \$ 57.96 | 1.3773 | 10% | \$ 145,508 |
| PI Graphics Support | \$ 40.00 | \$ 41.20 | \$ 42.44 | \$ 43.71 | \$ 45.02 | \$ 46.37 | 1.3773 | 10% | \$ 612,571 |
| Video Editor | \$ 40.00 | \$ 41.20 | \$ 42.44 | \$ 43.71 | \$ 45.02 | \$ 46.37 | 1.3773 | 10% | \$ 25,664 |
| Website (Monlee Boy) | | | | | | | | Website | \$ 113,760 |
| | | | | | | | | Contingency for resubmittals | \$ 25,000 |
| | | | | | | | | Labor Total | \$ 8,941,540 |
| | | | | | | | | Expenses Total | \$ 820,302 |
| | | | | | | | | Total w/ Expenses | \$ 9,761,842 |

**Attachment B
Fee - Expenses**

| Item | Quantity | Unit | Unit Price | Total Cost |
|--|----------|--------|---------------|----------------------|
| Mileage | 77359.88 | mi | \$ 0.56 | \$ 43,321.53 |
| Hotel | 72 | nights | \$ 150.00 | \$ 10,800.00 |
| Supplies (print review sets) | 18 | mo | \$ 750.00 | \$ 13,500.00 |
| Field Truck | 0 | mo | \$ 1,200.00 | \$ - |
| Branded swag items | 1 | LS | \$ 100,000.00 | \$ 100,000.00 |
| Printed Materials (Flyers, business cards, door hangers, etc.) | 100,000 | items | \$ 0.60 | \$ 60,000.00 |
| Construction Announcement Postcard | 40,000 | cards | \$ 0.49 | \$ 19,680.00 |
| Print Advertisements (Austin American Statesman, Community Impact; 2 months construction start and 4 months at road opening) | 6 | mo | \$ 25,000.00 | \$ 150,000.00 |
| Social Media Advertisements (\$10,200 at construction start and road opening) | 1 | LS | \$ 20,400.00 | \$ 20,400.00 |
| Social Media Advertisements (\$2520/year programmatic) | 1 | LS | \$ 12,600.00 | \$ 12,600.00 |
| Outdoor Advertisements (2 billboards; two months at construction start and two months at road opening) | 4 | mo | \$ 25,000.00 | \$ 100,000.00 |
| Radio Advertisements (5 stations [\$6K each] + streaming [\$10K]; one month at construction start and one month road opening) | 2 | mo | \$ 80,000.00 | \$ 160,000.00 |
| Grand Opening Entertainment & Activities (supplement DB Contractor's cost) | 1 | LS | \$ 10,000.00 | \$ 10,000.00 |
| Stakeholder Database | 60 | mo | \$ 2,000.00 | \$ 120,000.00 |
| TOTAL: | | | | \$ 820,301.53 |



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

May 13, 2021

Mr. Eric J. Ploch
Southwest Texas Area Manager
WSP USA Inc.
1601 S. Mopac Expressway, Suite 325
Austin, Texas 78746-5748

Subject: WSP USA Inc.
Agreement for General Consulting Civil Engineering Services
Extension of Agreement Duration

Dear Mr. Ploch:

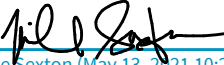
Referencing the subject, the Central Texas Regional Mobility Authority (“Mobility Authority”) is providing this correspondence consistent with *Article 5. Time of Performance* as contained in the *Agreement for General Consulting Civil Engineering Services* (“Agreement”) executed between the Mobility Authority and Parsons Brinckerhoff, Inc. (now WSP USA Inc.) on July 1, 2016.

The Mobility Authority has elected to exercise the second of two available extensions (up to two years each) under the Agreement, thereby extending the Time of Performance of the Agreement through June 30, 2023.

To document agreement by both parties of this further extension, we request that WSP USA Inc. denote its concurrence on the signature line below and return a copy to the Mobility Authority for our records.

If you have any questions or require additional information, please advise.

Sincerely,


Mike Sexton (May 13, 2021 10:29 CDT)

Mike Sexton
Acting Director of Engineering

attachments

WSP USA Inc. Concurrence:



Eric J. Ploch
Southwest Texas Area Manager



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

INTEROFFICE MEMORANDUM

TO: MIKE SEXTON
FROM: BILL CHAPMAN *William Chapman*
SUBJECT: WSP – GEC SERVICES CONTRACT EXTENSION REQUEST
DATE: MAY 7, 2021
CC: ROBERT GOODE, JEFF DAILEY, OSCAR SOLIS, MARY TEMPLE, NATASHA PARRA

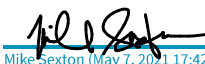
I am in receipt of your attached May 7, 2021 memo requesting confirmation to extend WSP's GEC contract. I agree with your assessment of WSP's performance and authorize you to move forward with exercising the Mobility Authority's option to extend their contract for an additional two-year term. Please prepare the necessary paperwork and finalize execution of this option.

Attachment



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

INTEROFFICE MEMORANDUM

TO: BILL CHAPMAN
FROM: MIKE SEXTON 
Mike Sexton (May 7, 2021 17:42 CDT)
SUBJECT: WSP GEC SERVICES CONTRACT EXTENSION
DATE: MAY 7, 2021
CC: ROBERT GOODE, JEFF DAILEY, OSCAR SOLIS, MARY TEMPLE, NATASHA PARRA

WSP currently provides General Engineering Consulting Services for the Mobility Authority under a multi-year professional services contract. The contract provides for an initial three-year service period with the option to extend these services for up to two additional two-year periods (seven years maximum) at the discretion of the Mobility Authority. The first two-year extension is set to expire on June 30, 2021.

To date, WSP has been an effective service provider in progressing the mission and vision of the agency. Notable service achievements include:

- Successful procurement of the 183 North Mobility Project, resulting in an executed contract with the best value proposer, Great Hills Constructors
- Successful corridor management of MoPac North, 183 North, 45SW, and MoKan
- Extensive programmatic support related to early project development, technology initiatives, traffic studies and analysis, and various public involvement activities

Going forward, WSP will continue their role on programmatic initiatives and corridor management, as well as performing the design oversight and public involvement for the 183 North Mobility Project during implementation.

Overall, WSP has performed well for us as a GEC and therefore I recommend and request confirmation that the Mobility Authority exercise the option to extend services for their second and final two-year extension. This would extend their GEC contract until June 30, 2023. Thank you for your time and consideration of this request.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

INTEROFFICE MEMORANDUM

TO: JUSTIN WORD
FROM: MIKE HEILIGENSTEIN *[Signature]*
SUBJECT: WSP – GEC SERVICES CONTRACT EXTENSION REQUEST
DATE: JUNE 27, 2019
CC: ROBERT GOODE, JEFF DAILEY, MIKE SEXTON, OSCAR SOLIS

I am in receipt of your attached May 23, 2019 memo requesting confirmation to extend WSP's GEC contract. I agree with your assessment of WSP's performance during their initial 3-year period and authorize you to move forward with exercising the Mobility Authority's option to extend their contract for an additional two-year term. Please prepare the necessary paperwork and finalize execution of this option.

Attachment



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

INTEROFFICE MEMORANDUM

TO: MIKE HEILIGENSTEIN
FROM: JUSTIN WORD 
SUBJECT: WSP - GEC SERVICES CONTRACT EXTENSION REQUEST
DATE: MAY 23, 2019
CC: ROBERT GOODE, JEFF DAILEY, MIKE SEXTON, OSCAR SOLIS

WSP currently provides General Engineering Services for the Mobility Authority under a multi-year professional services contract. The contract provides for an initial 3-year service period, with the option to extend these services for up two additional 2-year periods (7 years maximum) at the discretion of the Mobility Authority. The initial 3-year service period is set to expire June 30, 2019.

During the preceding 3-year period, WSP has been an effective service provider in progressing the mission and vision of the agency. Notable service achievements include:

- Successful project and corridor management of MoPac North, 183 North, SH 45 SW, MoKan and 183A Phase III
- Programmatic support of the Park and Ride effort
- Extensive programmatic operational traffic modeling support, including building a consolidated model from several fragmented models

Overall, WSP has met our high expectations for GEC services during the first 3-year period. Based on that performance record, I recommend and request confirmation that the Mobility Authority exercises the option to extend services for an additional 2-year period. Exercising this option will extend the service period to June 30, 2021. Thank you for your time and consideration of this request.



CENTRAL TEXAS
Regional Mobility Authority

Contract Checklist

Project: General Engineering Consulting Services

Vendor: Parsons Brinckerhoff, Inc.

Contract Description: *General Engineering Consulting Services Contract* – Scope of this contract consist of a wide range of public liaison, technical, management, administrative, maintenance and operational services, advanced project development services, engineering, feasibility evaluation, right-of-way acquisition, utility/railroad/other relocation, planning, environmental, architectural, landscape architecture and professional surveying and mapping to assist bringing to completion as expeditiously as possible various projects for the Authority and to support the operation, maintenance, construction, and evaluation thereof.

Existing Expiration Date: N/A

Proposed Expiration Date: June 2019 with allowance of two, 2 year extensions.

Amount: As per Work Authorization/Letter Agreement

Within Budget: YES NO **Funding Source:**

Contract Form: STANDARD MODIFIED

Notes: Parsons Brinckerhoff GEC Contract #

Consultant: N/A Date: _____

Director of Engineering: [Signature] Date: 06/21/2016

Legal Assistant: [Signature] Date: 06-29-16

Controller: [Signature] Date: 6/29/16

General Counsel: [Signature] Date: 6/29/16

Board Authorization Required: YES NO

Board Authorization/Res. No.: _____ Date: _____

Executive Director: [Signature] Date: 7/1/16



CENTRAL TEXAS
Regional Mobility Authority

**CENTRAL TEXAS
REGIONAL MOBILITY AUTHORITY**

AGREEMENT FOR

**GENERAL CONSULTING
CIVIL ENGINEERING SERVICES**

TABLE OF CONTENTS

| | | |
|-----|--|----|
| 1. | THE SERVICES, GENERALLY..... | 1 |
| 2. | SCOPE OF SERVICES..... | 3 |
| 3. | “CONSULTING ENGINEERS” UNDER TRUST AGREEMENTS..... | 3 |
| 4. | COMPENSATION..... | 3 |
| | a. Basis for Compensation..... | 3 |
| | b. Computation and Adjustment of the Auditable Overhead Rate | 5 |
| | c. Expenses..... | 6 |
| | d. Non-compensable Time..... | 7 |
| | e. Invoices and Records..... | 7 |
| | f. Effect of Payments..... | 8 |
| | g. No Adjustments to Direct Labor Costs and Auditable Overhead rate..... | 9 |
| | h. Commercial Pricing..... | 9 |
| | i. Place of Payment..... | 9 |
| | j. Timing of Payments..... | 9 |
| | k. Taxes..... | 11 |
| | l. As-Needed Basis..... | 12 |
| | m. Compensation of Sub consultants..... | 12 |
| 5. | TIME OF PERFORMANCE..... | 12 |
| 6. | TERMINATION FOR DEFAULT..... | 13 |
| 7. | OPTIONAL TERMINATION..... | 14 |
| | a. Generally..... | 14 |
| | b. No Further Rights, Etc..... | 14 |
| | c. No Further Compensation..... | 15 |
| 8. | TERMINATION, GENERALLY..... | 15 |
| 9. | SUSPENSION OR MODIFICATION OF SERVICES; DELAYS AND DAMAGES..... | 15 |
| 10. | PERSONNEL, EQUIPMENT AND MATERIAL, GENERALLY..... | 16 |
| | a. Adequate Personnel, Etc..... | 16 |
| | b. Notification of Personnel Change..... | 17 |
| | c. Removal of Personnel..... | 18 |
| | d. GEC Furnishes Equipment, Etc..... | 18 |
| | e. Key Personnel..... | 18 |
| 11. | PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS..... | 19 |
| 12. | PERSONNEL AT AUTHORITY’S FACILITIES..... | 19 |
| 13. | OWNERSHIP OF PLANS..... | 20 |
| | a. Generally..... | 20 |
| | b. Separate Assignment..... | 21 |
| 14. | WORK AUTHORIZATIONS / LETTER AGREEMENTS..... | 22 |
| | a. Formal Work Authorizations..... | 22 |
| | b. Letter Agreements..... | 22 |
| 15. | SUBCONTRACTING..... | 23 |
| 16. | SUBLETTING..... | 23 |
| 17. | APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS..... | 24 |
| | a. Witness..... | 24 |

| | | | |
|-----|----|--|----|
| | b. | Meetings..... | 24 |
| 18. | | COMPLIANCE WITH LAWS..... | 24 |
| 19. | | INSURANCE..... | 25 |
| | a. | Workers' Compensation Insurance..... | 25 |
| | b. | Comprehensive General Liability Insurance. | 25 |
| | c. | Comprehensive Automobile Liability Insurance. | 25 |
| | d. | Excess Liability Insurance. | 26 |
| | e. | Valuable Papers Insurance..... | 26 |
| | f. | Architects and/or Engineers Professional Liability insurance. | 26 |
| | g. | General for All Insurance..... | 26 |
| 20. | | RELATIONSHIP BETWEEN THE PARTIES..... | 27 |
| 21. | | AUTHORITY INDEMNIFIED..... | 28 |
| 22. | | DELIVERY OF NOTICES, ETC..... | 29 |
| | a. | Notices to the Authority..... | 29 |
| | b. | Notices to the GEC. | 30 |
| | c. | Date of Delivery..... | 30 |
| 23. | | REPORTS OF ACCIDENTS, ETC..... | 30 |
| 24. | | AUTHORITY'S ACTS. | 31 |
| 25. | | LIMITATIONS..... | 31 |
| 26. | | CAPTIONS NOT A PART HEREOF. | 31 |
| 27. | | CONTROLLING LAW, VENUE. | 31 |
| 28. | | TIME OF ESSENCE. | 32 |
| 29. | | SEVERABILITY..... | 32 |
| 30. | | SUCCESSORS. | 32 |
| 31. | | AUTHORIZATION..... | 33 |
| 32. | | INTERPRETATION..... | 33 |
| 33. | | CONFLICTS OF INTEREST..... | 33 |
| 34. | | THE COMPLETE AGREEMENT..... | 34 |

APPENDIX A SCOPE OF SERVICES

APPENDIX B RATE SCHEDULE

APPENDIX C KEY PERSONNEL

APPENDIX D WORK AUTHORIZATION

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AGREEMENT FOR
GENERAL CONSULTING CIVIL ENGINEERING SERVICES

THIS AGREEMENT, made as of this 15th day of July, 2016, and by and between the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, 3300 N. IH-35, Suite 300, Austin, TX 78705, hereinafter referred to as the “Authority”, and **PARSONS BRINCKERHOFF, INC.**, 901 Expressway South, Suite 595; Austin TX 78746-5748, hereinafter referred to as the “GEC”.

WITNESSETH:

WHEREAS, pursuant to that certain Request for Qualifications dated January 7, 2016 (the “Request for Qualifications”), the Central Texas Regional Mobility Authority (the “Authority”) sought to identify and obtain the services of a qualified engineering firm to provide general consulting civil engineering services as the General Engineering Consultants (or GEC) for the Authority;

WHEREAS, three firms submitted responses setting forth their respective qualifications for the work, and three firms were short listed and made oral presentations to the Authority; and

WHEREAS, Parsons Brinckerhoff, Inc. was identified by the Authority as the most highly qualified provider of the required services and this Agreement has been negotiated and finalized between those parties whereby the services shall be provided to the Authority at a fair and reasonable price;

NOW, THEREFORE, in consideration of payments hereinafter stipulated to be made to the GEC by the Authority, the parties do hereby agree as follows:

1. THE SERVICES, GENERALLY.

The Authority hereby retains the GEC to serve as the Authority’s General Engineering Consultant pursuant to the terms set forth in this Agreement. All work to be performed by or on

behalf of the GEC under this Agreement is hereinafter referred to as the “services”. In performing the services, the GEC shall operate as an extension of, and in complete coordination with, the Authority’s staff with respect to all projects which now or in the future are studied, constructed or operated by the Authority (the “Projects”) provided that nothing herein shall alter the GEC’s status as an independent contractor as fully set forth in Section 20 below. To that end, the GEC shall represent, advance, and further the interests of the Authority throughout all aspects and phases of the Authority’s activities and shall, when and as requested by the Authority, fully support the Authority in its dealings with contractors and suppliers, engineers and other consultants, the Authority’s general counsel and accountants, financial advisor, traffic and revenue consultant, bond counsel, rating agencies and underwriters, governmental entities and the public, all in accordance with the care and skill ordinarily used by members of the engineering profession practicing under similar conditions at the same time and locality of the services provided. The GEC, as part of the services, shall also assist the Authority in the development of its Strategic Plan and periodic amendments thereto, and shall work to enable the Authority to achieve the goals established in the Strategic Plan.

For specific aspects of the services, consistent with its status as an independent contractor, the GEC shall be expected to operate independently from the Authority and without extensive oversight and direction. The GEC shall commit the personnel and resources required to respond promptly and fully to the responsibilities and tasks assigned by the Authority throughout the term of the GEC’s performance of the services described in this Agreement. Insofar as the GEC is operating as an extension of the Authority’s staff, the Authority shall use reasonable efforts to require all construction contractors and design engineers performing work on any Project for which the Authority is the procuring entity and a party to the contract(s) for construction and/or design work to include the GEC as an additional insured on their contractor’s liability insurance, including

general and automobile liability insurance policies, and to indemnify the GEC in the same manner and to the same extent as such contractors and engineers indemnify the Authority, except with respect to the GEC's own negligence or willful acts.

2. SCOPE OF SERVICES.

Without limiting the provisions of Sections 1 or 3 hereof, the services the Authority may call upon the GEC to provide shall encompass the numerous facets of feasibility evaluation, conceptual design, planning, final design, financing, construction management, coordination, and other related activities necessary to plan, finance, construct, operate and maintain all facilities contemplated, developed, owned, and/or operated by the Authority. A broad description of the services is set forth in the Scope of Services, attached hereto as Appendix A and made a part hereof. Throughout the term of this Agreement, the Authority shall instruct the GEC to perform specific services through the issuance of Work Authorizations and/or Letter Agreements with more detailed scopes of services or otherwise in accordance with this Agreement. The GEC shall only be compensated for those activities undertaken in connection with a validly issued Work Authorization and/or Letter Agreement.

3. "CONSULTING ENGINEERS" UNDER TRUST AGREEMENTS.

Without limiting the provision of Sections 1 and 2 above, the GEC shall perform the obligations of the "Consulting Engineers" under any existing or future Authority Trust Agreements entered into during the period of this Agreement.

4. COMPENSATION.

Compensation for the GEC's work and other aspects of the mutual obligations concerning the GEC's work and payment therefore are as follows:

a. BASIS FOR COMPENSATION.

Subject to the terms of a Work Authorization and/or Letter Agreement issued pursuant to Section 14 below, the Authority agrees to pay, and the GEC agrees to accept as full and sufficient compensation and reimbursement for the performance of all services as set forth in this Agreement, hourly rates for the staff working on the assignment computed as follows:

$$\text{Direct Labor Cost} \times (1.0 + \text{OH Rate}) \times \text{Profit}$$

where Direct Labor Cost equals salary divided by 2080; OH Rate equals the GEC's most recent auditable overhead rate under 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR 31); and Profit ranges from 1.08 (8% Profit) to 1.12 (12% Profit). The Profit amount will be negotiated for each Work Authorization and/or Letter Agreement predicated on the complexity of each specific assignment. In general, it is anticipated an 8% Profit would be applied to assignments that are less complex and more administrative in nature, while a Profit amount up to 12% would be applied to those assignments that are complex, specialized, and carry increased levels of risk including project specific assignments for design and oversight. The range of Direct Labor Costs for the classifications of employees working for the Authority as of the Effective Date of this Agreement is reflected in Appendix B. Revisions to Direct Labor Cost ranges for employee classifications and the auditable overhead rate may be proposed no more frequently than once per calendar year, subject to the approval of the Executive Director or his/her designee. No adjustment shall be made to the specified negotiated Profit for each Work Authorization and/or Letter Agreement. The first adjustment to the employee classifications and auditable overhead rate shall be considered no earlier than January, 2017. All adjustments shall be agreed to by the parties prior to implementation, and the Authority shall have the right to review and/or audit the GEC's Direct Labor Costs and auditable overhead rates upon written request. Once approved, the Direct Labor Costs and auditable overhead rate will be used going forward until the next annual adjustment is approved. Changes to the auditable overhead rate will not be applied retroactively to Direct Labor

Costs incurred in the previous year. During the term of this Agreement the GEC shall provide to the Executive Director or his/her designee, prior to requesting any adjustment to its auditable overhead rate, a copy of the report establishing a new FAR rate for the GEC.

In the event that GEC employees or sub consultants work a substantial portion of time in facilities owned or leased by the Authority as provided in Section 12 herein, the auditable field overhead rate would apply, unless an office share agreement is executed by both parties thereby compensating the Authority for use of its facilities.

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.

b. COMPUTATION AND ADJUSTMENT OF THE AUDITABLE OVERHEAD RATE.

The applicable compensation formula for this Agreement (identified in paragraph 4.a above) will utilize the GEC's auditable overhead rate as allowed under the provisions of FAR 31, unless the Authority and GEC have negotiated a reduced overhead rate for co-located staff or CE&I services, as well as the negotiated Profit for each Work Authorization and/or Letter Agreement. The GEC represents that at all times, subject to the limitations on timing and approval in subsection 4.a., throughout the term of this Agreement that it shall not use an auditable overhead rate that exceeds the rate determined in accordance with FAR 31 (or successor regulations); that the Direct Labor Costs shall not exceed the ranges reflected in Appendix B and shall be based on actual salary amounts for the individuals performing the work; and that, except as previously described in writing, the auditable overhead rate and negotiated Profit for each Work Authorization and/or Letter Agreement used under this Agreement shall not exceed the auditable overhead rate and negotiated Profit for similar work authorizations or other authorizations for work of a similar

type utilized by the GEC in its agreement(s) with, or subcontracts for, GEC work for other toll road authorities, including any other regional mobility authority in the State of Texas.

c. EXPENSES.

As indicated above, the compensation computed in accordance with subsections 4.a. and b. is anticipated by the Authority and the GEC to be full and sufficient compensation and reimbursement for the services, and includes all customary out-of-pocket expenses anticipated to result from the GEC's performance under the Agreement that are included in the computation of the auditable overhead rate, such as office supplies, telecommunications systems, postage, photocopying, computer hardware/software and service charges, and similar costs. Notwithstanding the foregoing, the GEC shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the GEC that are necessary for the performance of its duties under this Agreement and which are not included in the auditable overhead rate, said expenses being limited to travel costs, printing costs, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the GEC employee or sub consultant, and other expenses directly approved, in advance, by the Executive Director or his/her designee. Except for automobile expenses paid at the federal mileage rate and travel paid at state approved rates (if available), all such reimbursement shall be at one-hundred percent (100%) of the actual cost thereof paid by the GEC to unaffiliated entities; provided, however, that all amounts in excess of \$2,000 for which the GEC intends to seek reimbursement pursuant to this subsection 4.c. must be approved in advance and in writing by the Executive Director or his/her designee, except when such advance approval is impractical due to a bona fide emergency situation.

Except as otherwise authorized in a validly issued Work Authorization and/or Letter Agreement, and only then to the extent reimbursable by the Texas Department of Transportation ("TxDOT") under the terms of any financial assistance agreement, the Authority shall not

reimburse the GEC for travel, lodging, and similar expenses incurred by the GEC to bring additional staff to its local office or to otherwise reassign personnel to provide basic engineering support of the GEC's performance of the services, provided, however, that the Authority shall reimburse, but only in accordance with the terms of this subsection 4.c., such costs incurred by the GEC to bring to its local office or the Authority's facilities, with advance approval by the Executive Director or his/her designee, staff with specialized skills or expertise required for the services and not customarily available from a staff providing general consulting civil engineering services of the type described in this agreement. The GEC shall take all reasonable steps to acquire all goods and services subject to reimbursement by the Authority under this Agreement on a tax-free basis pursuant to the Authority's tax-exempt status described in subsection 4.k. This provision applies only to the extent the Authority's tax exempt status can reasonably be extended to purchases made directly by the GEC.

d. NON-COMPENSABLE TIME.

Time spent by the GEC's employees or sub consultants 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. Time spent by the GEC's personnel or sub consultants in an administrative or supervisory capacity not related to the performance of the services shall not be compensable. Time spent on work that is in excess of what is customary and reasonable per industry standards for the performance of such services shall not be compensable.

e. INVOICES AND RECORDS.

The GEC shall submit its monthly invoices electronically certifying the salaries and expenses incurred in providing the services under this Agreement during the previous month, and shall also present a reconciliation of monthly invoices and the Work Authorization and/or Letter

Agreement (and related estimates) to which the work relates. The invoice shall be in a form directly acceptable to TxDOT for potential reimbursement by TxDOT to the Authority. Each invoice shall be in such detail as is required by the Authority and TxDOT, including a breakdown of services provided on a project-by-project basis and/or pursuant to specified Work Authorizations and/or Letter Agreements, together with other services requested by the Authority. Upon request of the Authority, the GEC shall also submit certified time and expense records and copies of invoices that support the invoiced salary and expense figures. All books and records relating to the GEC's or sub consultants' time, out-of-pocket expenses, materials, or other services or deliverables invoiced to the Authority under this Agreement shall be made available during the GEC's normal business hours to the Authority and its representatives for review, copying and auditing throughout the term of this Agreement and for three (3) years after the expiration thereof. No compensation shall be made for revisions to the GEC's or sub consultants' services or deliverables required due in any way to the error, omission, or fault of the GEC, its employees, agents, sub consultants, or contractors.

f. EFFECT OF PAYMENTS.

No payment by the Authority shall relieve the GEC of its obligation to deliver timely the services required under this Agreement. If after approving or paying for any service, product or other deliverable, the Authority determines that said service, product or deliverable does not satisfy the requirements of this Agreement, the Authority may reject same and, if the GEC fails to correct or cure same within thirty (30) days, or a longer time period granted in writing by the Executive Director or his/her designee, and at no additional cost to the Authority, the GEC shall return any compensation received therefore. In addition to all other rights provided in this Agreement, the Authority shall have the right to set off any amounts owed by the GEC pursuant to the terms of this Agreement upon providing the GEC prior written notice thereof.

g. NO ADJUSTMENTS TO DIRECT LABOR COSTS AND AUDITABLE OVERHEAD RATE.

Except as otherwise expressly provided in subsection 4.a. above, the Authority and the GEC shall not make adjustments to the Direct Labor Costs or the auditable overhead rate during the term of this Agreement. The Authority and the GEC do not anticipate that any services, work, deliverables or expenses of any nature shall be undertaken or incurred by the GEC on behalf of the Authority that constitute “Extra Work” or otherwise fall outside the terms of this Agreement. Unless the parties otherwise expressly agree in writing to the contrary, all work of any nature undertaken by the GEC or its sub consultants during the term of this Agreement on behalf of the Authority shall be conclusively presumed to have been undertaken under, and be subject to, the terms of this Agreement.

h. COMMERCIAL PRICING.

Federal Acquisition Regulations allow for payment of direct auditable expenditures and commercial pricing of certain products. The GEC may engage in commercial pricing when legally permissible, not in contravention of federal regulations, and specifically approved by the Board of Directors.

i. PLACE OF PAYMENT.

Payments owing under this Agreement will be made by the Authority by wire transfer to:

JP Morgan Chase Bank – 1 Chase Manhattan Plaza, New York, NY 10005

ABA Number: 021000021

Account Name: Parsons Brinckerhoff, Inc.

Account Number: 910-2-685634

j. TIMING OF PAYMENTS.

Payment of any undisputed amounts invoiced to the Authority by the GEC shall be made as follows:

- (i) For amounts invoiced by the GEC for work which is reimbursable by TxDOT pursuant to a toll equity grant, financial assistance agreement, or any other form of financial assistance, the Authority shall submit a payment request to TxDOT within fifteen (15) days of receipt of a conforming invoice from the GEC. Payment shall be due to the GEC from the Authority within thirty (30) days of the Authority's receipt of payment from TxDOT. Amounts of the type described in this subparagraph (i) outstanding for more than sixty (60) days after the Authority's receipt of payment from TxDOT shall accrue interest at the prime rate as published in the *Wall Street Journal* (or other accepted financial journal in the event that the *Wall Street Journal* ceases publication or fails to include current prime rates within its reported information) on the date payment is due or the first business day thereafter if the due date is a weekend or federal holiday (the "Prime Rate"). Notwithstanding anything to the contrary in this Agreement, the Authority shall have no responsibility for payment of amounts which are submitted to TxDOT for reimbursement under a toll equity grant, financial assistance agreement, state highway fund loan, or any other form of financial assistance but which TxDOT refuses to pay, in whole or in part.
- (ii) For amounts invoiced by the GEC to the Authority for all properly authorized work which is not subject to reimbursement by TxDOT, payment shall be due within sixty (60) days of receipt by the

Authority of the invoice and all necessary supporting documentation. Past due amounts shall accrue interest at the lesser of the maximum rate allowed by law or the Prime Rate. In the event that more than \$200,000 of costs of the type described in this subparagraph (ii) are due and payable for more than ninety (90) days, the GEC shall be entitled, upon thirty (30) days prior written notice to the Authority, to cease performing any further work for the Authority which is not of a type which is subject to reimbursement by TxDOT.

- (iii) Any amounts invoiced to the Authority by the GEC and for which the Authority disputes payment, or reimbursable amounts disputed by TxDOT, the period for payment shall not commence until such dispute is resolved.

k. **TAXES.**

All payments to be made by the Authority to the GEC pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, *et seq.*, of the Texas Tax Code. Title to any consumable items purchased by the GEC in performing this Agreement shall be deemed to have passed to the Authority at the earlier of the time the GEC takes possession or receives payment therefore from the Authority, and the GEC shall make a good

faith effort to immediately mark, label, or physically identify such consumable items as the property of the Authority. In the event that a capital item is purchased for the sole use of the Authority, title shall pass or transfer to the Authority prior to any use of the item by the GEC.

l. AS-NEEDED BASIS.

As noted in Section 2 above and Section 14 below, the Authority shall request that the GEC perform specific services on an as-needed basis and through the issuance of written Work Authorizations and/or Letter Agreements. No representation or assurance has been made on behalf of the Authority to the GEC as to the total compensation to be paid to the GEC under this Agreement.

m. COMPENSATION OF SUB CONSULTANTS.

As noted in the Request for Qualifications, Sections 1.0 and 5.2, it is anticipated that the GEC may utilize the services of sub consultants to respond to certain assignments under this Agreement. The selection and services to be assigned to sub consultants must be approved in advance by the Executive Director or his/her designee. All sub consultants providing services under this Agreement shall be subject to, and compensated or reimbursed in accordance with, all requirements of this Section 4, provided that each sub consultant shall utilize (i) its own Direct Labor Costs and (ii) if available, its own auditable overhead rate. For sub consultants that do not have auditable overhead rates computed in accordance with 48 C.F.R. Part 31, the GEC shall provide a schedule of sub consultant billing rates for the Authority's review and approval by the Executive Director or his/her designee (including any periodic adjustments thereto) provided that no sub consultant billing rate shall exceed the GEC's rates (if any), including overhead and profit, for the same or similar services..

5. TIME OF PERFORMANCE.

It is understood and agreed that the term of this Agreement shall be for three (3) years, effective July 1, 2016 (the "Effective Date"), and concluding June 30, 2019, subject to the earlier termination of this Agreement pursuant to Sections 6 or 7 below, or upon agreement of both parties, further extension will be considered of up to two (2) individual terms, each term being for a period of up to two (2) years.

6. TERMINATION FOR DEFAULT.

Should the GEC at any time, in the reasonable opinion of the Authority, fail to carry out its obligations under this Agreement the Authority may, upon providing the GEC with thirty (30) days prior written notice pursuant to Section 22 hereof, and after an opportunity for the GEC to cure under the terms of this Agreement, terminate this Agreement effective on the date following said 30-day notice and cure period (the "Termination Date"). Such termination shall not constitute a waiver or release by the Authority of any claims for damages, claims for additional costs incurred by the Authority to complete and/or correct the work described in this Agreement, or any other claims or actions arising under this Agreement or available at law or equity which it may have against the GEC for its failure to perform satisfactorily any obligation hereunder, nor shall such termination pursuant to this Section 6 or Section 7 below abrogate or in any way affect the indemnification obligations of the GEC set forth in Section 21 hereof.

If the Authority shall terminate this Agreement as provided either in this Section 6 or Section 7, no fees of any type, other than fees due and payable as of the Termination Date pursuant to Section 4 hereof for work performed and acceptable to the Authority, shall thereafter be paid to the GEC, and the Authority shall have a right to set off or otherwise recover any damages incurred by reason of the GEC's breach hereof, together with the right to set off amounts owed to the GEC pursuant to Section 21 hereof. In determining the amount of any payments owed to the GEC, the

value of the work performed by the GEC prior to termination shall be no greater than the value that would result by compensating the GEC in accordance with Section 4 hereof for all services performed and expenses reimbursable in accordance with this Agreement.

7. **OPTIONAL TERMINATION.**

a. **GENERALLY.**

The Authority has the right to terminate this Agreement at its sole option, at any time with or without cause, by providing thirty (30) days written notice of such intention to terminate pursuant to Section 22 hereof and by stating in said notice the "Optional Termination Date". Upon such termination, the Authority shall enter into a settlement with the GEC upon an equitable basis as determined by the Authority, which shall fix the value of the work performed by the GEC prior to the Optional Termination Date. In determining the value of the work performed, the Authority in all events shall compensate the GEC in accordance with Section 4 hereof for all services performed and expenses reimbursable in accordance with this Agreement, provided, however, that no consideration will be given to anticipated profit which the GEC might possibly have made on the uncompleted portion of the services.

b. **NO FURTHER RIGHTS, ETC.**

Termination of this Agreement and payment of an amount in settlement as described in this Section 7 shall extinguish all rights, duties, obligations, and liabilities of the Authority and the GEC under this Agreement, and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the GEC from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute. Notwithstanding the foregoing, Sections 13, 21, and 25 of this Agreement shall survive termination of this Agreement in accordance with Section 6 or this Section 7.

c. **NO FURTHER COMPENSATION.**

If the Authority shall terminate this Agreement as provided in this Section 7, no fees of any type, other than fees due and payable as of the Optional Termination Date, shall thereafter be paid to the GEC, provided that the Authority shall not waive any right to damages incurred by reason of the GEC's breach thereof. The GEC shall not receive any compensation for services performed by the GEC after the Optional Termination Date, and any such services performed shall be at the sole risk and expense of the GEC.

8. **TERMINATION, GENERALLY.**

The Authority's rights and options to terminate this Agreement, as provided in any provision of this Agreement, shall be in addition to, and not in lieu of, any and all rights, actions, options, and privileges otherwise available under law or equity to the Authority by virtue of this Agreement or otherwise. Failure of the Authority to exercise any of its said rights, actions, options, and privileges to terminate this Agreement as provided in any provision of this Agreement or otherwise shall not be deemed a waiver of any of said rights, actions, options, or privileges or of any rights, actions, options, or privileges otherwise available under law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.

9. **SUSPENSION OR MODIFICATION OF SERVICES; DELAYS AND DAMAGES.**

In addition to the foregoing rights and options to terminate this Agreement, the Authority may elect to suspend any portion of the services of the GEC hereunder, but not terminate this Agreement, by providing the GEC with prior written notice to that effect. Thereafter, the suspended services may be reinstated and resumed in full force and effect upon receipt from the Authority of thirty (30) days prior written notice requesting same. Similarly, the Authority may expand, limit, or cancel any portion of the services previously assigned to the GEC in accordance

with this Agreement. The GEC shall not be entitled to any damages or other compensation of any form in the event that the Authority exercises its rights to suspend or modify the services pursuant to this Section 9, provided, however, that any time limits established by the parties in any Work Authorization and/or Letter Agreement or otherwise for the completion of specific portions of the services suspended pursuant to this Section 9 shall be extended to allow for said suspension or modifications thereof. Without limiting the foregoing, the GEC agrees that no claims for damages or other compensation shall be made by the GEC for any delays or hindrances occurring during the progress of any portion of the services specified in this Agreement as a result of any suspension or modification of the services or otherwise. Such delays or hindrances, if any, shall be provided for by an extension of time for such reasonable periods as the Authority may decide. It is acknowledged, however, that permitting the GEC to proceed to complete any services or any part of them after the originally specified date for completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Authority or any of its rights herein.

10. PERSONNEL, EQUIPMENT AND MATERIAL, GENERALLY.

a. ADEQUATE PERSONNEL, ETC.

The GEC shall maintain an office within the geographic limits of the Authority and in close proximity to the Authority's offices. This office shall be staffed with the managers and core staff (as requested by the Authority) at a location approved by the Executive Director or his/her designee to provide a high service level for work of a continuing nature.

The GEC shall furnish and maintain, at its own expense, adequate and sufficient personnel (drawn from its own employees or from approved sub consultants) and equipment, in the reasonable opinion of the Authority, to perform the services with the care and skill ordinarily used by members of the engineering profession practicing under similar conditions at the same time and

locality of the services provided, and in all events without delays attributable to the GEC which have a reasonable likelihood of adversely affecting the progress of others involved with one or more of the Projects or the progress of the feasibility evaluation, design or construction of any such Project. All persons, whether employees of the GEC or of an approved sub consultant, providing the services shall be fully licensed to the extent required by their professional discipline associations' codes or otherwise by law. Without limiting the foregoing, all persons in charge of, or responsible for, design, plan preparation, and related engineering work shall be licensed to practice professional engineering in the State of Texas and shall, in the case of the GEC, be approved by the Authority prior to their involvement in work under this Agreement.

b. NOTIFICATION OF PERSONNEL CHANGE

In no event shall the GEC remove, transfer, or reassign any key task leader or individual working predominantly on Authority projects or assignments, as defined by the Authority, except as instructed by, or with the prior written consent of the Executive Director or his/her designee. The GEC shall notify the Authority at least ten (10) business days in advance of a proposed replacement of any individual working predominantly on Authority projects or assignments, and submit the name and qualifications summary of the proposed replacement to the Authority. The Authority will review the qualifications and may interview the proposed replacement. The Authority reserves the right to approve or reject, without cause, any proposed replacement, and will provide such written approval or rejection within ten (10) business days after receipt of the qualifications documentation. If no response is provided within ten (10) business days the proposed replacement shall be considered rejected. The GEC shall use its best efforts to enhance continuity in personnel, sub consultants, and other individuals working predominantly on Authority projects or assignments. The GEC shall notify and consult with the Authority regarding

the scheduling of unusual or prolonged corporate activities, vacations, and other engagements by personnel during which he/she is unavailable for the services.

c. **REMOVAL OF PERSONNEL.**

All persons providing the services, whether employees of the GEC or of an approved sub consultant, shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any such person who, in the opinion of the Authority, is incompetent or by his/her conduct becomes detrimental to the provision of the services shall, upon request of the Authority, immediately be removed from the services. The GEC shall furnish the Authority with a fully qualified candidate for the removed person within ten (10) business days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Executive Director or his/her designee.

d. **GEC FURNISHES EQUIPMENT, ETC.**

Except as otherwise specified, the GEC shall furnish all equipment, transportation, supplies, and materials required for its services under this Agreement. The Authority may allow the GEC to utilize the Authority's data processing and computer services for programs requested by the GEC and approved by the Authority in accordance with the GEC agreement.

Computations based on computer programs other than the Authority's must conform to the Authority's general format.

e. **KEY PERSONNEL.**

The GEC acknowledges and agrees that the individual(s) identified on Appendix C attached hereto and made apart hereof are key and integral to the satisfactory performance of the GEC under this agreement. Throughout the term of this agreement, the GEC agrees that the identified individual(s), whether employee(s) of the GEC or of an approved sub consultant, will remain in charge of the performance of the services and shall devote substantial and sufficient time

and attention thereto, to the extent indicated on Appendix C. The death or disability of any such individual, his/her disassociation from the GEC or the approved sub consultant, or his/her failure or inability to devote sufficient time and attention to the services shall, at the Authority's option, constitute a default requiring the GEC promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Authority. In no event shall the GEC remove, transfer, or reassign any individual identified on Appendix C except as instructed by, or with the prior written consent of, the Authority. The GEC shall use its best efforts to enhance continuity in the key personnel, sub consultants, and other employees regularly performing the services. The GEC shall notify and consult with the Authority regarding the scheduling of unusual or prolonged corporate activities, vacations, and other engagements by key personnel during which he/she is unavailable for the services. Individuals may be added to or deleted from Appendix C with the mutual consent of the GEC and the Authority.

11. PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS.

As may be directed by the Authority, key personnel shall meet with the Authority's Executive Director or his/her designee periodically (a) to assess the GEC's progress under this Agreement and performance of the services and (b) to plan staffing levels to be provided by the GEC to the Authority for the upcoming period. The GEC shall permit inspections of its services and work by the Authority or others, when requested by the Authority. Nothing contained in this Agreement shall prevent the Authority from scheduling such other planning and performance reviews with the GEC or inspections as the Authority thinks necessary.

12. PERSONNEL AT AUTHORITY'S FACILITIES.

The Authority may at any time require one or more of the GEC's managers and core staff and/or sub consultants to office at the Authority's administration building or other facility. While working at any of the Authority's facilities, the GEC's personnel and sub consultants shall comply with the Authority's work place policies and abide by the Authority's standards of employee conduct. The GEC shall take all steps required to ensure the proper coordination and exchange of information among the locations at which the services are performed.

13. OWNERSHIP OF PLANS.

a. GENERALLY.

Notwithstanding any provision in this Agreement 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 GEC, including all information prepared for or posted on the Authority's website and together with all materials and data furnished to it by the Authority, are and at all times shall be and remain the property of the Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Authority; GEC hereby assigns any and all rights and interests it may have in the foregoing to the Authority, and GEC hereby agrees to provide reasonable cooperation as may be requested by the Authority in connection with the Authority's efforts to perfect or protect rights and interests in the foregoing; and if at any time demand be made by the Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Authority without delay. The Authority hereby grants the GEC a revocable license to retain and utilize the foregoing materials for the limited purpose of fulfilling GEC's obligations under this Agreement, said license to terminate and expire upon the earlier to occur of (a) the completion of services described in this

Agreement or (b) the termination of this Agreement, at which time the GEC shall deliver to the Authority all such materials and documents. If the GEC or a sub consultant 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 Authority. The GEC shall retain its copyright and ownership rights in its own back-office databases and computer software that are not developed for the Authority or for purposes of this Agreement. Intellectual property developed, utilized, or modified in the performance of services for which the GEC is compensated under the terms of this Agreement shall remain the property of the Authority, GEC hereby agrees to provide reasonable cooperation as may be requested by the Authority in connection with the Authority's efforts to perfect or protect such intellectual property. The Authority retains an unrestricted license for software packages developed in whole or in part with Authority funds.

b. SEPARATE ASSIGNMENT.

If for any reason the agreement of the Authority and the GEC set forth in subsection 13.a. above regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the GEC hereby assigns and agrees to assign to the Authority all right, title, and interest that GEC 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 Agreement has terminated or remains in force. The Authority hereby acknowledges, however, that all documents and other work product provided by the GEC to the Authority and resulting from the services performed under this Agreement are intended by the GEC solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the GEC shall have no liability for the use by the Authority of any work product generated by the GEC under this Agreement on any project other than for the specific purpose and

Project for which the work product was prepared. Any other reuse of such work product without the prior written consent of the GEC shall be at the sole risk of the Authority.

14. WORK AUTHORIZATIONS / LETTER AGREEMENTS.

a. **FORMAL WORK AUTHORIZATIONS.** Work shall be in accordance with the scope, schedule, and budget set forth in each Formal Work Authorization. The standard form of Formal Work Authorization is attached hereto as Appendix D and made a part hereof, which standard form may be modified during the term of this Agreement upon the reasonable request of the Authority. Upon oral directive from the Authority, the GEC shall prepare the Formal Work Authorization for the specific task, to be submitted for the Authority's approval. No work shall begin on the activity until the Formal Work Authorization is approved and fully executed. The basis for payment on each Formal Work Authorization will be either (i) lump sum, (ii) cost plus to a maximum, or (iii) unit billing rate, or some combination of these methods, as stipulated in the Formal Work Authorization. In neither case will the maximum be exceeded without prior written approval from the Authority. The maximum fee allowable for the performance of services under each Formal Work Authorization shall be computed as described in Section 4. The costs associated with work performed on any Formal Work Authorization will be tracked and reported to the Authority separately from other work performed by the GEC. The monthly invoice to the Authority will include a progress summary of the work performed the previous month on each ongoing Formal Work Authorization.

b. **LETTER AGREEMENTS.** Work shall be in accordance with the budget documented in each Letter Agreement and in accordance with the scope in Appendix A. In relation to the Authority's annual budget development and Board approval process, the Authority and the GEC will identify an annual work program and associated budget for those activities identified for a given fiscal year.

The Authority and GEC may prepare Letter Agreements to formally document a portion of said fiscal year budget as a not to exceed amount to be paid to the GEC in return for the performance of the associated services. No work shall begin on these services until the Letter Agreement is approved and fully executed by the Authority's Executive Director or his designee. The basis for payment on each Letter Agreement will be either (i) lump sum, (ii) cost plus to a maximum, or (iii) unit billing rate, or some combination of these methods, as stipulated in the Letter Agreement. In neither case will the maximum be exceeded without prior written approval from the Executive Director or his designee. In no event shall the amount of a Letter Agreement exceed the amount identified in the Authority's annual budget associated with those activities to be performed by the GEC. The maximum fee allowable for the performance of services under each Letter Agreement shall be computed as described in Section 4. The costs associated with work performed on any Letter Agreement will be tracked and reported to the Authority separately from other work performed by the GEC. The monthly invoice to the Authority will include a progress summary of the work performed the previous month on each ongoing Letter Agreement. The compensation for these services shall be in accordance with the Agreement. These services will not be performed by the GEC until directed by the Authority.

15. SUBCONTRACTING

Sub consultants must be approved in advance and in writing by the Executive Director or his/her designee. Notwithstanding said approval, all responsibility for subcontracted work shall remain strictly with the GEC. The sub consultants must be qualified to perform all work assigned to them. In the event services of a sub consultant are authorized, the GEC shall obtain a schedule of rates, and the Authority shall review and must approve, in its discretion, any rates, including overhead, to be paid to the sub consultant pursuant to the Agreement.

16. SUBLETTING.

The GEC shall not sublet, assign, or transfer any part of the work or obligations included in this Agreement without the prior written approval of the Executive Director or his/her designee. Responsibility for sublet, assigned or transferred work shall remain with the GEC.

17. APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS.

a. WITNESS.

If requested by the Authority or on its behalf, the GEC shall prepare such engineering or other exhibits and plats as may be requested for all hearings and trials related to any of the Projects, the services, or the Authority's activities generally and, further, it shall prepare for and appear at conferences at the offices of legal counsel and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Projects, the services, or the Authority's activities. Compensation and scope of services rendered under this provision shall be governed by rates and terms and conditions of a mutually agreeable Work Authorization and/or Letter Agreement covering GEC's said expert witness services.

b. MEETINGS.

At the request of the Authority, the GEC shall provide appropriate personnel for conferences at its offices, or attend meetings and conferences at (a) the various offices of the Authority, (b) at the district headquarters or offices of TxDOT, (c) the offices of the Authority's legal counsel, (d) at the site of any Project, or (e) any reasonably convenient location. Without limiting the foregoing, the GEC shall provide personnel for periodic meetings with underwriters, rating agencies, and other parties when requested by the Authority.

18. COMPLIANCE WITH LAWS.

The GEC shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, codes and with the orders and decrees of any courts or administrative bodies or

tribunals in any matter affecting the performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, environmental laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. When requested, the GEC shall furnish the Authority with satisfactory proof of compliance with said laws, statutes, ordinances, rules, regulations, codes, orders, and decrees above specified.

19. **INSURANCE.**

Prior to beginning the services designated in this Agreement, the GEC shall obtain and furnish certificates to the Authority for the following minimum amounts of insurance:

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.

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 GEC's obligations under this Agreement.

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 Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Authority.

f. **ARCHITECTS AND/OR ENGINEERS PROFESSIONAL LIABILITY INSURANCE.**

GEC 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 GEC and its subcontractors and subconsultants (including, but not limited to design subcontractors and subconsultants) of any tier. The policy must provide that coverage extends a minimum of three (3) years beyond the GEC's completion of the services.

g. **GENERAL FOR ALL INSURANCE.**

The GEC shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Authority 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 subsections 19.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 subsection 19.e., a rating by A. M. Best Company or similar rating service satisfactory to the Authority and/or its insurance consultant; and (c) otherwise acceptable to the Authority.

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 Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subsections 19.b., c., and d., above, shall name the Authority as additional insured and shall protect the 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 GEC, its officers, employees, directors, agents, and representatives in the performance of the services rendered under this Agreement. Certificates shall also indicate that the contractual liability assumed in Section 21, below, is included.

The insurance carrier shall include in each of the insurance policies required under subsections 19.a., b., c., d., e., and 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"

20. RELATIONSHIP BETWEEN THE PARTIES.

Notwithstanding the Authority's sharing of space with the GEC, the anticipated collaboration between the personnel of those organizations, or any other circumstances, the relationship between the Authority and the GEC shall be one of an independent contractor. The GEC acknowledges and agrees that neither it nor any of its employees, sub consultants, or

subcontractors shall be considered an employee of the Authority for any purpose. The GEC shall have no authority to enter into any contract binding upon the Authority, or to create any obligation on behalf of the Authority. As an independent contractor, neither the GEC nor its employees shall be entitled to any insurance, pension, or other benefits customarily afforded to employees of the Authority. Under no circumstances shall the GEC, or its employees, sub consultants, or subcontractors, represent to suppliers, contractors or any other parties that it is employed by the Authority or serves the Authority in any capacity other than as an independent contractor. The GEC shall clearly inform all suppliers, contractors and others that it has no authority to bind the Authority. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for the Authority whatsoever with respect to the liabilities, obligations or acts of the GEC, its employees, sub consultants, or subcontractors, or any other person.

21. **AUTHORITY INDEMNIFIED.**

THE GEC SHALL INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AND AGENTS (WHICH, FOR THE PURPOSES OF THIS AGREEMENT, SHALL INCLUDE THE AUTHORITY'S GENERAL COUNSEL, BOND COUNSEL, FINANCIAL ADVISORS, TRAFFIC AND REVENUE ENGINEERING CONSULTANTS, TOLL OPERATIONS/COLLECTIONS FIRMS, AND UNDERWRITERS) 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 GEC OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WITH RESPECT TO THE PERFORMANCE OF THE

WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT. IN SUCH EVENT, THE GEC SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES CONSULTANTS, AND AGENTS (AS DEFINED ABOVE) FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AND AGENTS (AS DEFINED ABOVE) IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE GEC SHALL, NEVERTHELESS, INDEMNIFY THE AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE GEC OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, OR TO THEIR CONDUCT.

Notwithstanding the foregoing, the GEC shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, construction scheduling, or safety precautions and programs in connection with the Project unless development or oversight of such matters is specifically assigned to the GEC; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to the GEC, to fulfill contractual responsibilities to the Authority or to comply with federal, state or local laws, regulations and codes; or (c) procuring permits, certificates and licenses required for any construction unless such procurement responsibilities are specifically assigned to the GEC in accordance with this Agreement.

22. DELIVERY OF NOTICES, ETC.

a. NOTICES TO THE AUTHORITY.

All written notices, demands, and other papers or documents to be delivered to the Authority under this Agreement shall be delivered to the **Central Texas Regional Mobility**

Authority, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director, or at such other place or places as it may from time to time designate by written notice delivered to the GEC.

b. NOTICES TO THE GEC.

All written notices, demands, and other papers or documents to be delivered to the GEC under this Agreement shall be delivered to **Parsons Brinckerhoff, Inc.**, 901 Mopac Expressway South, Suite 595; Austin, TX 78746-5748, Attn: Mario Medina, until a project office is established or at such other place or places as the GEC may designate by written notice delivered to the Authority.

c. DATE OF DELIVERY.

All written notices, demands, and other papers or documents served upon the Authority or the GEC in the aforesaid manner shall be deemed served or delivered for all purposes hereunder either (a) three (3) days after the U.S. Postal Service's postmarked date if mailed or (b) immediately upon actual delivery or refusal of delivery if transmitted by courier or overnight delivery service.

23. REPORTS OF ACCIDENTS, ETC.

Within twenty-four (24) hours after occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (including an employee or sub consultant or employee of a sub consultant of the GEC) which results from or involves any action or failure to act of the GEC or any employee, sub consultant, employee of a sub consultant, or agent of the GEC or which arises in any manner from the performance of this Agreement, the GEC shall send a written report of such accident or other event to the Authority, setting forth a full and concise statement of the facts pertaining thereto. The GEC also shall immediately send the Authority a copy of any summons, subpoena, notice, or other documents served upon the GEC, its

agents, employees, sub consultants, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the GEC's performance of the services under this Agreement.

24. AUTHORITY'S ACTS.

Anything to be done under this Agreement by the Authority may be done by such persons, corporations, firms, or other entities as the Authority may designate.

25. LIMITATIONS.

Notwithstanding anything herein to the contrary, all covenants and obligations of the Authority under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by Chapter 370 of the Texas Transportation Code and permitted by the laws and the Constitution of the State of Texas, and no officer, director, or employee of the Authority shall have any personal obligations or liability thereunder.

26. CAPTIONS NOT A PART HEREOF.

The captions or subtitles of the several sections, subsections, and divisions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its sections, subsections, divisions, or other provisions.

27. CONTROLLING LAW, VENUE.

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Travis County, Texas, for all disputes.

28. TIME OF ESSENCE.

Time is of the essence with respect to the performance and completion of all the services to be furnished by the GEC pursuant to Work Authorizations and/or Letter Agreement issued in accordance with Section 14 and which specify an agreed-upon completion or deliver date. Without limiting the foregoing, the GEC shall endeavor to furnish all services in such a manner and at such times as the development schedules of the Projects require so that no delay in the progression of the evaluation, design, or construction of the Projects will be caused by or are in any way attributable to the GEC.

29. SEVERABILITY.

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

30. SUCCESSORS.

This Agreement shall be binding upon and inure to the benefit of the Authority, the GEC, and their respective heirs, executors, administrators, successors, and permitted assigns.

31. **AUTHORIZATION.**

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement.

32. **INTERPRETATION.**

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbiter by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

33. **CONFLICTS OF INTEREST.**

The GEC and its sub consultants shall at all times comply with the Conflict of Interest Policy adopted by the Authority. Questions regarding potential conflicts of interest shall be addressed to the Executive Director or his/her designee, for resolution.

The GEC represents and warrants to the Authority, as of the Effective Date of this Agreement and throughout the term hereof, that it, its employees and sub consultants (a) have no financial or other beneficial interest in any contractor, engineer, product or service evaluated or recommended by the GEC, except as expressly disclosed in writing to the Authority, (b) shall discharge their consulting engineering responsibilities under this Agreement professionally, impartially and independently, and after considering all relevant information related thereto, and (c) are under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder.


34. **THE COMPLETE AGREEMENT.**

This Agreement sets forth the complete agreement between the parties with respect to the services and expressly supersedes all other agreements (oral or written) with respect thereto.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts hereof as of the Effective Date first above written.


Authority:

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: 
Name: Mike Heiligenstein
Title: Executive Director
Date: July 1, 2016

GEC:

PARSONS BRINCKERHOFF, INC.

By: 
Name: Frank J. Medina
Title: Regional Business Manager
Date: May 23, 2016

APPENDIX A

SCOPE OF SERVICES

I. Purpose

The Central Texas Regional Mobility Authority (the "Authority") requires professional services of the General Engineering Consultant (the "GEC") for a wide range of public liaison, technical, management, administrative, maintenance and operational services, advanced project development services, engineering, feasibility evaluation, right-of-way acquisition, utility/railroad/other relocation, planning, environmental, architectural, landscape architecture, and professional surveying and mapping to assist bringing to completion as expeditiously as possible various projects for the Authority and to support the operation, maintenance, construction, and evaluation thereof.

The GEC will operate as an extension of, and in complete coordination with, the Authority's staff. To that end, the GEC shall be expected to represent and forward the interests of the Authority throughout all aspects and phases of the Authority's activities and shall, when and as requested by the Authority, fully support the Authority in its dealings with contractors and suppliers, engineers and other consultants, the Authority's counsel and accountants, traffic and revenue advisors, rating agencies, bond insurers and underwriters, governmental entities, landowners, and the public in accordance with the highest professional standards.

The GEC shall provide qualified technical and professional personnel to perform to the highest professional standards the duties and responsibilities assigned under the terms of this Agreement. Unless otherwise instructed by the Authority, the GEC shall minimize to the greatest extent possible the Authority's need to apply its own resources to assignments authorized by the Authority. The Authority, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of this Agreement.

The Authority shall request general consulting civil engineering services on an as-needed basis. There is no guarantee that any or all of the services described in this Agreement will be assigned during the term of this Agreement. Further, the GEC is providing these services on a nonexclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other consultants or the Authority's staff.

II. Services

It is anticipated that the GEC will perform oversight, provide resources and/or support for various services as directed by the Authority including, but not limited to, the following areas:

- A. Project Management
- B. Preparation or Management of Preliminary/Feasibility Project Details
- C. Preparation or Management of Environmental Documents
- D. Preparation or Management of PS&E Documents
- E. Procurement Services
- F. Construction Engineering & Inspection Services
- G. Tolling & ITS System Services
- H. ROW Services
- I. Utility Relocation Services
- J. Renewal/Replacement Maintenance Support Services
- K. Maintenance Oversight Services
- L. Public Involvement Services
- M. Scheduling Services
- N. Toll & Traffic Operations Services
- O. Programmatic Services
- P. Administrative Support Services
- Q. Asset Management Services
- R. Contract/LGPP Support Services

The general descriptions of services set forth above represent non-exclusive examples of the types of work elements that may be assigned to the GEC under the terms of this Agreement. The Authority anticipates that some of the work shall be performed in-house by the GEC utilizing its own staff and some work will be outsourced to other consultants. The scope of services for specific assignments to the GEC will be clarified in Section A of a Work Authorization or Letter Agreement at the time the assignment is made. Nonetheless, the Authority reserves the right to request the GEC to perform any of the services in-house (subject to the GEC's qualifications and capacity therefore) or to

outsource and have the GEC supervise same. Notwithstanding the general descriptions in Section II, the GEC will be expected to provide the expertise and resources necessary to fully implement and accomplish work of the type described in accordance with the Agreement. :

III. Responsibilities of the Authority

The Authority will furnish, without cost to the GEC, the following services and data to the GEC in connection with services authorized under terms of this Agreement:

- Provide all criteria and full information as to the Authority's requirements for consultants' and contractors' services, including objectives, constraints, budgetary limitations, and time restraints.
- Furnish all the Authority's procedures, standards, forms, and policies applicable to the services.
- Furnish drawings, specifications, schedules, reports, and other information prepared by and/or for the Authority by others which are available to the Authority and which the Authority considers pertinent to GEC's responsibilities, as described herein.
- Provide existing structural, roadway, and other plans, as available to the Authority.
- Furnish available traffic, safety (accident), and planning data.
- Advise the GEC in all utility negotiation matters.
- Advise the GEC on all engineering requirements and Authority updates.
- Advise the GEC regarding all interlocal agreements, memoranda of understanding, and other agreements affecting the GEC's performance under this Agreement.
- As otherwise more specifically set forth in this Agreement and, if available, provide office space at the Authority's administration building for the GEC managers and staff selected to office with the Authority.

IV. Specifications for Work

Provided below are lists of standards typically utilized by the Authority. These lists are by no means all inclusive but merely suggestive of the specifications governing the GEC's performance. The GEC shall comply with all applicable federal, state, and local regulations in performance of services.

A. Standard Specifications

The GEC shall ensure that all documents, studies, and construction plans, as applicable, are prepared in accordance with the latest editions of the standards applicable to or adopted by the Authority for the specific project which may include but are not limited to publications such as:

- American Association of State Highway and Transportation Officials' (AASHTO) Standard Specifications for Highway Bridges, including applicable interim specifications
- TxDOT's Highway Design Division Operations and Procedures Manual
- TxDOT's Standard Specifications for Construction of Highways, Streets and Bridges
- TxDOT's Foundation Exploration Manual
- TxDOT's Bridge Design Guide
- Texas Manual on Uniform Traffic Control Devices (TMUTCD)
- AASHTO's A Policy on Geometric Design of Highways and Streets
- AASHTO's Guide for Design of Pavement Structures
- AASHTO's Standard Specifications for Highway Bridges, including applicable interim specifications

Subject to approval by the Authority, the standards referenced above or otherwise applicable may be modified and supplemented to reflect identified requirements of specific projects, e.g., type and volume of using vehicles, design geometry, and geologic and environmental conditions.

Construction Plans shall be accurate, legible, complete in design, and drawn to the appropriate scale, furnished in reproducible form on material acceptable to the Authority. This also applies to other documents, studies and reports.

B. Survey Services

The GEC shall develop surveying criteria and ensure that all survey work, as applicable, is performed in accordance with all applicable surveying standards under the direct supervision of a professional land surveyor licensed as such by the state of Texas.

C. Professional Services Contract Documents

The GEC shall ensure that all contract documents and support forms have been prepared on operating systems compatible with Microsoft Windows based programs and acceptable to the Executive Director or his/her designee, with data storage to be on or within media acceptable to the Executive Director or his/her designee.

[End of Appendix]

APPENDIX B
RATE SCHEDULES

2016 WSP | Parsons Brinckerhoff Classification Rates

| P-15 | | | <i>EXEMPT</i> | <i>NON-EXEMPT</i> |
|-------------|-----------|-----------|-----------------------------------|-------------------|
| Min | Mid | Max | | |
| \$ 102.95 | \$ 124.92 | \$ 140.00 | BUSINESS MANAGER II | |
| \$ 118.35 | \$ 125.45 | \$ 140.50 | CONSTRUCTION SERVICE MANAGER | |
| \$ 132.92 | \$ 147.69 | \$ 162.46 | MANAGER OF PROJECTS | |
| \$ 108.27 | \$ 134.89 | \$ 155.12 | PRINCIPAL AREA MGR | |
| \$ 120.85 | \$ 126.14 | \$ 131.43 | PRINCIPAL CONSULTANT III | |
| \$ 106.73 | \$ 121.88 | \$ 137.03 | SR MGR OF GOVERNMENT RELATIONS | |
| \$ 127.41 | \$ 140.15 | \$ 158.66 | SR REGIONAL BUSINESS MGR | |
| \$ 97.06 | \$ 133.88 | \$ 153.96 | SR TECHNICAL MGR | |
| P-14 | | | <i>EXEMPT</i> | <i>NON-EXEMPT</i> |
| Min | Mid | Max | | |
| \$ 76.32 | \$ 84.80 | \$ 94.98 | ENVIRONMENTAL MANAGER | |
| \$ 94.53 | \$ 101.73 | \$ 113.95 | PLANNING MANAGER | |
| \$ 75.00 | \$ 84.80 | \$ 90.00 | SAFETY MGR | |
| \$ 84.15 | \$ 93.41 | \$ 105.04 | SR ARCHITECTURAL MGR | |
| \$ 81.25 | \$ 102.18 | \$ 118.00 | PRINCIPAL CONSULTANT II | |
| \$ 77.53 | \$ 90.00 | \$ 100.80 | SR AREA MGR | |
| \$ 85.26 | \$ 93.05 | \$ 97.40 | SR CONSTRUCTION ENGINEERING MGR | |
| \$ 75.00 | \$ 96.18 | \$ 106.00 | SR ENGINEERING MGR | |
| \$ 68.39 | \$ 89.09 | \$ 102.45 | SR PLANNING MANAGER | |
| \$ 69.74 | \$ 85.00 | \$ 92.00 | TECHNICAL MGR | |
| \$ 84.47 | \$ 92.08 | \$ 102.00 | TECHNICAL RESOURCE CENTER MANAGER | |
| P-13 | | | <i>EXEMPT</i> | <i>NON-EXEMPT</i> |
| Min | Mid | Max | | |
| \$ 67.03 | \$ 78.41 | \$ 87.00 | ENGINEERING MGR | |
| \$ 62.05 | \$ 68.94 | \$ 75.83 | MGR TECHNICAL SERVICES | |
| \$ 60.00 | \$ 75.25 | \$ 82.11 | PRINCIPAL CONSULTANT I | |
| \$ 74.05 | \$ 86.28 | \$ 96.63 | SR ASSOCIATE COUNSEL II | |
| \$ 68.77 | \$ 76.41 | \$ 84.05 | SR MGR ENGINEERING/TECH SUPP | |
| \$ 64.32 | \$ 72.95 | \$ 81.70 | SR MGR INFORMATION TECHNOLOGY | |
| \$ 64.60 | \$ 76.10 | \$ 85.51 | SR PRIN ENGINEER | |
| \$ 56.21 | \$ 73.00 | \$ 81.76 | SR PRIN TECHNICAL SPECIALIST | |
| \$ 64.72 | \$ 77.07 | \$ 88.00 | SR PROJECT CONTROL MANAGER | |
| \$ 64.91 | \$ 73.59 | \$ 82.81 | SR SUPV ARCHITECT | |
| \$ 54.86 | \$ 74.72 | \$ 83.69 | SR SUPV CONSTRUCTION ENGINEER | |
| \$ 51.82 | \$ 74.92 | \$ 83.91 | SR SUPV ENGINEER | |
| \$ 60.61 | \$ 70.96 | \$ 79.48 | SR SUPV ENVIRONMENTAL ENGINEER | |
| \$ 68.83 | \$ 81.88 | \$ 91.76 | SR SUPV ESTIMATOR | |
| \$ 62.76 | \$ 78.20 | \$ 87.58 | SR SUPV GEOLOGIST | |
| \$ 56.81 | \$ 69.81 | \$ 78.19 | SR SUPV PLANNER | |
| \$ 69.71 | \$ 75.64 | \$ 81.74 | SR SUPV PROJ CONTROL SPECIALIST | |
| \$ 79.87 | \$ 82.84 | \$ 85.80 | SR SUPV SCHEDULER | |
| P-12 | | | <i>EXEMPT</i> | <i>NON-EXEMPT</i> |

| Min | Mid | Max | | |
|-------------|----------|----------|---------------------------------|-------------------|
| \$ 47.54 | \$ 59.40 | \$ 66.53 | CADD MGR II | |
| \$ 50.00 | \$ 61.44 | \$ 68.81 | COMPUTER SYSTEMS SPECIALIST | |
| \$ 55.30 | \$ 61.70 | \$ 69.59 | CONSULTANT III | |
| \$ 62.50 | \$ 67.23 | \$ 73.32 | FINANCIAL PLANNER SPECIALIST | |
| \$ 52.88 | \$ 62.43 | \$ 71.48 | PRIN ENGINEER | |
| \$ 37.00 | \$ 42.00 | \$ 47.04 | PRIN TECHNICAL SPECIALIST | |
| \$ 48.47 | \$ 53.85 | \$ 59.24 | SUPV ARCHAEOLOGIST | |
| \$ 48.46 | \$ 59.17 | \$ 67.06 | SUPV ARCHITECT | |
| \$ 43.98 | \$ 50.00 | \$ 56.00 | SUPV CONSTRUCTION ENGINEER | |
| \$ 38.40 | \$ 48.00 | \$ 53.76 | SUPV CONTRACT ADMINISTRAT | |
| \$ 41.80 | \$ 52.00 | \$ 58.24 | SUPV ENGINEER | |
| \$ 45.05 | \$ 51.00 | \$ 57.12 | SUPV ENVIRONMENTAL ENGR | |
| \$ 47.42 | \$ 51.00 | \$ 60.00 | SUPV ENVIRONMENTAL SCIENTIST | |
| \$ 52.43 | \$ 58.94 | \$ 63.27 | SUPV ESTIMATOR | |
| \$ 54.60 | \$ 64.59 | \$ 72.34 | SUPV GEOLOGIST | |
| \$ 44.73 | \$ 55.90 | \$ 62.61 | SUPV PLANNER | |
| \$ 55.30 | \$ 65.00 | \$ 72.80 | SUPV PROJECT CONTROL SPECIALIST | |
| \$ 63.24 | \$ 70.06 | \$ 78.45 | SUPV SCHEDULER | |
| P-11 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 44.35 | \$ 52.73 | \$ 59.61 | CADD MGR I | |
| \$ 49.00 | \$ 56.64 | \$ 60.01 | CONSULTANT II | |
| \$ 46.69 | \$ 49.63 | \$ 53.05 | LEAD APPLICATIONS DEVELOPER | |
| \$ 47.28 | \$ 52.37 | \$ 58.25 | LEAD ARCHITECT | |
| \$ 41.86 | \$ 44.88 | \$ 50.27 | LEAD COMPUTER GRAPHICS SPEC | |
| \$ 51.69 | \$ 56.16 | \$ 63.31 | LEAD COMPUTER SYSTEMS COOR | |
| \$ 43.00 | \$ 49.19 | \$ 56.50 | LEAD CONSTRUCTION ENGINEER | |
| \$ 44.00 | \$ 55.00 | \$ 62.00 | LEAD ENGINEER | |
| \$ 55.00 | \$ 62.00 | \$ 69.44 | LEAD ENVIRONMENTAL ENGINEER | |
| \$ 50.11 | \$ 57.50 | \$ 62.10 | LEAD ESTIMATOR | |
| \$ 42.00 | \$ 48.31 | \$ 53.00 | LEAD GEOLOGIST | |
| \$ 36.97 | \$ 45.61 | \$ 54.00 | LEAD PLANNER | |
| \$ 43.00 | \$ 54.31 | \$ 59.67 | LEAD SCHEDULER | |
| \$ 37.71 | \$ 49.51 | \$ 55.00 | LEAD SYSTEMS ANALYST | |
| \$ 44.57 | \$ 53.15 | \$ 59.53 | SR PROJECT CONTROL SPECIALIST | |
| \$ 32.84 | \$ 50.51 | \$ 56.57 | SR TECHNICAL SPECIALIST | |
| P-10 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 32.50 | \$ 43.33 | \$ 48.53 | CADD SUPV II | |
| \$ 46.35 | \$ 51.50 | \$ 56.65 | CONSULTANT I | |
| \$ 25.84 | \$ 32.00 | \$ 35.84 | ENGINEER II | |
| \$ 36.05 | \$ 43.95 | \$ 50.07 | PROJECT CONTROL SPECIALIST | |
| \$ 39.22 | \$ 45.08 | \$ 50.49 | SR APPLICATIONS DEVELOPER | |
| \$ 38.89 | \$ 41.68 | \$ 45.68 | SR ARCHITECT | |
| \$ 36.27 | \$ 41.18 | \$ 45.30 | SR COMPUTER GRAPHICS SPECIALIST | |
| \$ 33.66 | \$ 45.15 | \$ 50.57 | SR CONSTRUCTION ENGINEER | |
| \$ 29.25 | \$ 39.00 | \$ 43.68 | SR ENGINEER | |
| \$ 37.12 | \$ 54.97 | \$ 61.57 | SR ENVIRONMENTAL ENGINEER | |
| \$ 33.35 | \$ 36.17 | \$ 40.16 | SR ENVIRONMENTAL SCIENTIST | |
| \$ 40.35 | \$ 44.83 | \$ 49.31 | SR ESTIMATOR | |
| \$ 41.83 | \$ 43.26 | \$ 44.24 | SR GEOLOGIST | |
| \$ 34.12 | \$ 38.75 | \$ 43.38 | SR INFORMATION COORDINATOR | |
| \$ 31.94 | \$ 38.08 | \$ 44.14 | SR PLANNER | |

| P-09 | | | EXEMPT | NON-EXEMPT |
|-------------|----------|----------|----------------------------------|-------------------------------|
| Min | Mid | Max | | |
| \$ 32.70 | \$ 33.34 | \$ 33.97 | ARCHEOLOGIST II | |
| \$ 30.74 | \$ 34.57 | \$ 38.72 | ARCHITECT II | |
| \$ 29.75 | \$ 33.05 | \$ 36.36 | ASST DATA BASE ADMIN | |
| \$ 29.00 | \$ 32.22 | \$ 35.44 | ASST PROJECT CONTROL SPECIALIST | |
| \$ 33.09 | \$ 36.24 | \$ 43.89 | CADD SUPV I | |
| \$ 31.35 | \$ 35.84 | \$ 41.44 | COMPUTER GRAPHICS SPECIALIST IV | |
| \$ 32.14 | \$ 38.70 | \$ 43.34 | CONSTRUCTION ENGINEER II | |
| \$ 35.20 | \$ 36.73 | \$ 40.21 | CONTRACT ADMIN II | |
| \$ 27.06 | \$ 28.54 | \$ 30.02 | EDITOR IV | |
| \$ 29.00 | \$ 38.20 | \$ 42.78 | ENGINEER II | |
| \$ 31.24 | \$ 36.47 | \$ 40.85 | ENVIRONMENTAL SCIENTIST II | |
| \$ 30.90 | \$ 34.13 | \$ 38.23 | FINANCIAL PLANNER/ANALYST IV | |
| \$ 31.55 | \$ 35.06 | \$ 38.57 | GEOLOGIST II | |
| \$ 30.00 | \$ 36.01 | \$ 39.18 | OFFICE ENGINEER II | |
| \$ 28.42 | \$ 32.94 | \$ 36.89 | PLANNER II | |
| \$ 28.91 | \$ 35.78 | \$ 40.07 | PROJECT ACCOUNTANT II | |
| \$ 33.30 | \$ 37.00 | \$ 40.70 | PROJECT ADMIN III | |
| P-08 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 27.06 | \$ 31.58 | \$ 35.37 | ARCHITECT I | |
| \$ 31.55 | \$ 37.25 | \$ 39.51 | ASSOCIATE CONSULTANT II | |
| \$ 22.28 | \$ 27.13 | \$ 30.39 | COMPUTER GRAPHICS SPECIALIST III | |
| \$ 33.72 | \$ 35.61 | \$ 38.27 | COMPUTER SYSTEMS COORDINATOR I | |
| \$ 28.50 | \$ 35.40 | \$ 39.65 | CONSTRUCTION ENGINEER I | |
| \$ 24.04 | \$ 29.01 | \$ 32.49 | DOCUMENT CONTROL COORDINATOR I | |
| \$ 26.45 | \$ 32.51 | \$ 36.41 | ENGINEER I | |
| \$ 25.51 | \$ 31.05 | \$ 34.78 | ENVIRONMENTAL ENGINEER I | |
| \$ 19.20 | \$ 24.47 | \$ 27.41 | ENVIRONMENTAL SCIENTIST I | |
| \$ 28.85 | \$ 29.65 | \$ 30.05 | GEOLOGIST I | |
| \$ 25.75 | \$ 31.12 | \$ 34.85 | OFFICE ENGINEER I | |
| \$ 25.97 | \$ 29.38 | \$ 31.82 | PLANNER I | |
| P-07 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 22.41 | \$ 26.79 | \$ 28.50 | ASST ARCHITECT | |
| \$ 25.69 | \$ 28.54 | \$ 31.39 | ASST COMPUTER SYSTEMS COOR | |
| \$ 27.89 | \$ 28.63 | \$ 29.37 | ASST CONSTRUCTION ENGINEER | |
| \$ 23.00 | \$ 29.20 | \$ 32.70 | ASST ENGINEER | |
| \$ 23.34 | \$ 25.93 | \$ 25.97 | ASST ENVIRONMENTAL SCIENTIST | |
| \$ 28.35 | \$ 31.50 | \$ 34.65 | ASST OFFICE ENGINEER | |
| \$ 22.69 | \$ 25.64 | \$ 28.37 | ASST PLANNER | |
| \$ 22.55 | \$ 29.54 | \$ 33.08 | ASST TECHNICAL SPECIALIST | |
| \$ 24.24 | \$ 26.93 | \$ 29.62 | FINANCIAL PLANNER/ANALYST II | |
| P-06 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 26.94 | \$ 29.93 | \$ 33.52 | ACCOUNTANT I | |
| T-11 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 42.62 | \$ 53.92 | \$ 60.39 | | PRINCIPAL SUPV INSPECTOR |
| \$ 45.27 | \$ 50.30 | \$ 55.33 | | PRIN SUPV CONSTRUCTION COORD. |
| T-10 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 35.57 | \$ 43.72 | \$ 48.97 | | PRIN TECHNICIAN |

| | | | | |
|-------------|----------|----------|---------------|----------------------------------|
| \$ 33.68 | \$ 44.71 | \$ 50.08 | | SR CADD DESIGNER III |
| \$ 41.95 | \$ 46.61 | \$ 51.27 | | SR SUPERVISING SURVEYOR |
| \$ 33.70 | \$ 43.82 | \$ 49.08 | | SR SUPV CONSTRUCTION COORDINATOR |
| \$ 36.05 | \$ 45.74 | \$ 51.23 | | SR SUPV INSPECTOR |
| T-09 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 24.04 | \$ 36.74 | \$ 41.15 | | SR CADD DESIGNER II |
| \$ 37.69 | \$ 37.69 | \$ 42.21 | | SR SUPV DRAFTER |
| \$ 29.81 | \$ 33.41 | \$ 37.42 | | SR SYSTEMS OPERATOR |
| \$ 43.81 | \$ 43.81 | \$ 49.07 | | SUPERVISING SURVEYOR |
| \$ 45.49 | \$ 45.49 | \$ 50.95 | | SUPV COMPUTER OPERATIONS |
| \$ 42.00 | \$ 42.00 | \$ 47.04 | | SUPV CONSTRUCTION COORDINATOR |
| \$ 30.00 | \$ 37.07 | \$ 41.52 | | SUPV INSPECTOR |
| \$ 30.60 | \$ 37.69 | \$ 41.52 | | SUPV TECHNICIAN |
| T-08 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 25.50 | \$ 28.44 | \$ 31.38 | | INSTRUMENT OPERATOR II |
| \$ 31.37 | \$ 34.73 | \$ 38.05 | | SR CADD DESIGNER I |
| \$ 26.45 | \$ 34.19 | \$ 38.29 | | SR CADD OPERATOR I |
| \$ 25.75 | \$ 33.11 | \$ 37.08 | | SR INSPECTOR |
| \$ 17.00 | \$ 30.27 | \$ 33.90 | | SR TECHNICIAN |
| \$ 25.42 | \$ 30.52 | \$ 34.18 | | SYSTEMS OPERATOR III |
| T-07 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 20.67 | \$ 27.66 | \$ 30.98 | | CADD DESIGNER III |
| \$ 23.85 | \$ 26.50 | \$ 29.15 | | CADD OPERATOR III |
| \$ 20.00 | \$ 22.03 | \$ 24.05 | | CONSTRUCTION COORDINATOR II |
| \$ 20.00 | \$ 27.87 | \$ 31.21 | | INSPECTOR II |
| \$ 17.60 | \$ 21.77 | \$ 24.38 | | SYSTEMS OPERATOR II |
| \$ 21.34 | \$ 26.27 | \$ 29.42 | | TECHNICIAN II |
| T-06 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 20.00 | \$ 25.38 | \$ 28.43 | | CADD OPERATOR II |
| \$ 21.39 | \$ 22.36 | \$ 22.36 | | CONSTRUCTION COORDINATOR I |
| \$ 20.32 | \$ 21.91 | \$ 23.50 | | DRAFTER III |
| \$ 24.00 | \$ 24.03 | \$ 24.05 | | ENGR IN TRAINING |
| \$ 22.00 | \$ 24.27 | \$ 27.18 | | INSPECTOR I |
| \$ 17.10 | \$ 19.00 | \$ 20.90 | | PLANNER IN TRAINING |
| \$ 18.00 | \$ 21.35 | \$ 23.91 | | SYSTEMS OPERATOR I |
| \$ 16.00 | \$ 19.05 | \$ 21.34 | | TECHNICIAN I |
| T-05 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 16.08 | \$ 19.36 | \$ 22.26 | | ASST SYSTEMS OPERATOR |
| \$ 17.56 | \$ 21.63 | \$ 24.08 | | ENGINEERING AIDE III |
| \$ 17.15 | \$ 24.07 | \$ 26.96 | | SURVEYOR II |
| T-04 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 16.80 | \$ 16.80 | \$ 18.82 | | DRAFTER I |
| \$ 17.00 | \$ 20.50 | \$ 22.96 | | INSPECTOR AIDE II |
| \$ 19.85 | \$ 19.85 | \$ 22.23 | | OPERATIONS/MAINTENANCE TECH III |
| T-03 | | | EXEMPT | NON-EXEMPT |

| | | | | |
|-------------|------------|------------|---------------|-----------------------------------|
| Min | Mid | Max | | |
| \$ 13.00 | \$ 13.00 | \$ 14.56 | | DRAFTER TRAINEE |
| \$ 12.00 | \$ 16.26 | \$ 18.21 | | ENGINEERING AIDE I |
| \$ 14.97 | \$ 15.99 | \$ 18.00 | | INSPECTOR AIDE I |
| \$ 14.00 | \$ 16.14 | \$ 18.46 | | OPERATIONS/MAINTENANCE TECH II |
| A-09 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 31.50 | \$ 40.10 | \$ 44.91 | | EXEC ASST II |
| \$ 26.87 | \$ 26.87 | \$ 30.09 | | HUMAN RESOURCES COORDINATOR II |
| A-08 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 21.64 | \$ 31.81 | \$ 35.63 | | ADMIN SUPV III |
| \$ 22.63 | \$ 33.08 | \$ 37.05 | | EXEC ASST I |
| \$ 28.50 | \$ 30.35 | \$ 32.19 | | EXEC SECRETARY |
| \$ 28.30 | \$ 30.22 | \$ 32.13 | | PROJECT ADMIN II |
| A-07 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 20.68 | \$ 25.36 | \$ 27.47 | | ADMIN SUPV II |
| \$ 17.00 | \$ 19.43 | \$ 21.76 | | BILLER II |
| \$ 17.83 | \$ 19.81 | \$ 21.79 | | HUMAN RESOURCES ASST IV |
| \$ 23.08 | \$ 28.25 | \$ 31.64 | | PROJECT ADMIN I |
| \$ 19.04 | \$ 26.33 | \$ 29.49 | | SR ACCOUNTING CLERK |
| \$ 19.25 | \$ 26.99 | \$ 30.23 | | SR ADMIN ASST |
| \$ 23.76 | \$ 28.24 | \$ 31.63 | | SR OFFICE ASST |
| \$ 18.00 | \$ 28.97 | \$ 32.45 | | SR SECRETARY |
| A-06 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 16.83 | \$ 19.52 | \$ 21.86 | | ACCOUNTING CLERK II |
| \$ 17.50 | \$ 22.33 | \$ 25.01 | | ADMIN ASST II |
| \$ 15.00 | \$ 15.90 | \$ 17.00 | | BILLER I |
| \$ 18.03 | \$ 20.20 | \$ 21.64 | | HUMAN RESOURCES ASST III |
| \$ 19.87 | \$ 24.46 | \$ 27.30 | | OFFICE ASST II |
| A-05 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 12.00 | \$ 20.22 | \$ 22.65 | | ADMIN ASST I |
| \$ 17.80 | \$ 19.70 | \$ 22.06 | | OFFICE ASST I |
| A-04 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 13.79 | \$ 17.43 | \$ 19.11 | | SR CLERK |
| A-03 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 12.00 | \$ 12.08 | \$ 12.24 | | RECEPTIONIST I |
| \$ 12.00 | \$ 14.42 | \$ 16.15 | | CLERK III |
| A-02 | | | EXEMPT | NON-EXEMPT |
| Min | Mid | Max | | |
| \$ 11.00 | \$ 12.94 | \$ 14.49 | | CLERK II |

2016 Job Classifications and Salary Structure for RS&H

| Labor/Staff Classification | Min | Mid | Max |
|----------------------------------|----------|-----------|-----------|
| Admin/Clerical I | \$ 20.00 | \$ 24.00 | \$ 27.00 |
| Admin/Clerical II | \$ 25.00 | \$ 29.00 | \$ 33.00 |
| Architect II | \$ 27.00 | \$ 32.00 | \$ 36.00 |
| Architect III | \$ 34.00 | \$ 40.00 | \$ 46.00 |
| Architect IV | \$ 42.00 | \$ 49.00 | \$ 56.00 |
| CADD Operator I | \$ 20.00 | \$ 23.00 | \$ 26.00 |
| CADD Operator II | \$ 26.00 | \$ 31.00 | \$ 35.00 |
| Construction Engineer | \$ 60.00 | \$ 69.00 | \$ 79.00 |
| Contract Manager II | \$ 31.00 | \$ 36.00 | \$ 41.00 |
| Contract Manager III | \$ 37.00 | \$ 43.00 | \$ 49.00 |
| Controls Specialist I | \$ 21.00 | \$ 25.00 | \$ 28.00 |
| Controls Specialist II | \$ 32.00 | \$ 37.00 | \$ 42.00 |
| Cost Estimator | \$ 59.00 | \$ 68.00 | \$ 78.00 |
| Deputy Project Manager | \$ 57.00 | \$ 66.00 | \$ 75.00 |
| Engineer I | \$ 24.00 | \$ 28.00 | \$ 32.00 |
| Engineer II | \$ 30.00 | \$ 35.00 | \$ 40.00 |
| Engineer III | \$ 39.00 | \$ 45.00 | \$ 51.00 |
| Engineer IV | \$ 48.00 | \$ 56.00 | \$ 64.00 |
| Engineer V | \$ 63.00 | \$ 73.00 | \$ 83.00 |
| Environmental III | \$ 42.00 | \$ 49.00 | \$ 56.00 |
| Environmental IV | \$ 56.00 | \$ 65.00 | \$ 74.00 |
| Environmental V | \$ 74.00 | \$ 86.00 | \$ 98.00 |
| Feasibility Specialist | \$ 94.00 | \$ 109.00 | \$ 125.00 |
| GIS Analyst | \$ 30.00 | \$ 35.00 | \$ 40.00 |
| Graphic Designer I | \$ 17.00 | \$ 20.00 | \$ 23.00 |
| Graphic Designer II | \$ 22.00 | \$ 26.00 | \$ 29.00 |
| Landscape Architect V | \$ 62.00 | \$ 72.00 | \$ 82.00 |
| Lead Procurement Project Manager | \$ 89.00 | \$ 103.00 | \$ 118.00 |
| Network Engineer III | \$ 40.00 | \$ 47.00 | \$ 54.00 |
| Planner I | \$ 18.00 | \$ 21.00 | \$ 24.00 |
| Planner II | \$ 24.00 | \$ 28.00 | \$ 32.00 |
| Planner III | \$ 32.00 | \$ 37.00 | \$ 42.00 |
| Principal | \$ 96.00 | \$ 111.00 | \$ 127.00 |
| Procurement Specialist I | \$ 59.00 | \$ 68.00 | \$ 78.00 |
| Procurement Specialist II | \$ 76.00 | \$ 88.00 | \$ 101.00 |
| Project Coordinator III | \$ 30.00 | \$ 35.00 | \$ 40.00 |
| Project Coordinator IV | \$ 39.00 | \$ 45.00 | \$ 51.00 |
| Project Manager | \$ 59.00 | \$ 68.00 | \$ 78.00 |
| Public Involvement Specialist | \$ 65.00 | \$ 75.00 | \$ 86.00 |
| Quality Manager | \$ 73.00 | \$ 84.00 | \$ 96.00 |
| Scheduler III | \$ 49.00 | \$ 57.00 | \$ 65.00 |
| Senior Advisor | \$ 99.00 | \$ 114.00 | \$ 131.00 |

| | | | |
|--|----------|-----------|-----------|
| Senior CADD Operator | \$ 31.00 | \$ 36.00 | \$ 41.00 |
| Senior Controls Manager | \$ 47.00 | \$ 55.00 | \$ 63.00 |
| Senior Cost Estimator | \$ 67.00 | \$ 78.00 | \$ 89.00 |
| Senior Environmental / Planner | \$ 95.00 | \$ 110.00 | \$ 126.00 |
| Senior GIS Analyst | \$ 36.00 | \$ 42.00 | \$ 48.00 |
| Senior Graphic Designer | \$ 42.00 | \$ 49.00 | \$ 56.00 |
| Senior Operations & Maintenance Engineer | \$ 73.00 | \$ 84.00 | \$ 96.00 |
| Senior Project Manager | \$ 76.00 | \$ 88.00 | \$ 101.00 |
| Senior Quality Manager | \$ 98.00 | \$ 113.00 | \$ 129.00 |
| Senior Scheduler | \$ 64.00 | \$ 74.00 | \$ 85.00 |
| SharePoint Administrator I | \$ 49.00 | \$ 57.00 | \$ 65.00 |
| SharePoint Administrator II | \$ 59.00 | \$ 68.00 | \$ 78.00 |
| Tolls Specialist I | \$ 63.00 | \$ 73.00 | \$ 83.00 |
| Tolls Specialist II | \$ 81.00 | \$ 94.00 | \$ 108.00 |
| Traffic Modeler II | \$ 63.00 | \$ 73.00 | \$ 83.00 |
| Traffic Modeler III | \$ 73.00 | \$ 85.00 | \$ 97.00 |

[End of Appendix]

APPENDIX C

KEY PERSONNEL

| <u>Title</u> | <u>GEC Employee</u> |
|----------------------------|----------------------------|
| Program Manager | Karen Creamer |
| Principal-in-Charge | Mario Medina |
| Deputy Program Manager | Glenn Goldstein |
| Project Manager | Duane McKinney |
| Design Manager | Scott Armstrong |
| Environmental Manager | TBD |
| Public Involvement Manager | TBD |
| Scheduler | Justin Stuart |

APPENDIX D

WORK AUTHORIZATION

WORK AUTHORIZATION NO. ____

This Work Authorization is made as of this ____ day of _____, _____, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of _____, 2016 (the "Agreement"), between the **Central Texas Regional Mobility Authority** ("Authority") and **Parsons Brinckerhoff, Inc.** ("GEC"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

[Brief description of the Project elements to which this Work Authorization applies]

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

[Enter description of the Scope of Services here for which this Work Authorization applies, or make reference to an attached Appendix]

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

Section B. - Schedule

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

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$ _____, based on the attached fee estimate. Compensation shall be in accordance with the Agreement.

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

Section D. - Authority's Responsibilities

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

Section E. - Other Provisions

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

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

Authority:

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____

Name: _____

Title: _____

Date: _____

GEC:

PARSONS BRINCKERHOFF, INC.

By: _____

Name: _____

Title: _____

Date: _____