CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

October 28, 2026
AGENDA ITEM #11

Discuss and consider approving agreements with Huitt-Zollars, Inc and White Hawk Engineering & Design, LLC to provide engineering services for retaining wall remediation on Mobility Authority facilities

Strategic Plan Relevance:	Safety and Stewardship
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	Not to Exceed Board Authorized Budgets
Funding Source:	Annual Operating Budgets
Action Requested:	Consider and act on draft resolution

Project Description/Background: In March 2022, the Mobility Authority implemented the retaining wall monitoring program whereby specialized monitoring equipment is deployed to track retaining wall movement. The resulting data is analyzed and prioritized based on a variety of factors that inform the need for repair. Once a repair schedule is developed, remediation plans are advanced. The Mobility Authority has implemented retaining wall stabilization and repair improvements on 290 Toll and 183 Toll over the past three years. The retaining wall remediation services will develop repair plans for additional retaining walls in need of corrective action.

Previous Actions/Staff Recommendation: Staff issued Prequalification Requirements on July 6, 2026 for retaining wall remediation services. The Request for Qualifications (RFQ) were issued August 7, 2026 to firms that met the prequalification requirements. On September 30, 2026, the Board authorized the Executive Director to negotiate agreements with the two most highly qualified providers.

The Executive Director has negotiated satisfactory agreements with Huitt-Zollars, Inc and White Hawk Engineering & Design, LLC in accordance with Policy Code 401.035.

Financing: Annual Operating Budgets

Action requested/Staff Recommendation: Approve the proposed agreements with Huitt-Zollars, Inc and White Hawk Engineering & Design, LLC and authorize the Executive Director to finalize and execute the agreements on behalf of the Mobility Authority, in the form or substantially the same form attached hereto as Exhibit "A".

Backup provided: Draft resolution
Draft agreements

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

RESOLUTION NO. 26-0XX

APPROVING AGREEMENTS WITH HUITT-ZOLLARS, INC. AND WHITE HAWK ENGINEERING & DESIGN, LLC TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR RETAINING WALL REMEDIATION ON MOBILITY AUTHORITY FACILITIES

WHEREAS, the Central Texas Regional Mobility Authority (the "Mobility Authority") monitors retaining wall movement to determine repair measures necessary to stabilize retaining walls on Mobility Authority facilities; and

WHEREAS, the Mobility Authority desires professional engineering services for retaining wall remediation on identified retaining walls; and

WHEREAS, on July 6, 2026, the Mobility Authority issued prequalification requirements, and eight (8) firms met the prequalification requirements; and

WHEREAS, on August 7, 2026, the Mobility Authority issued a Request for Qualifications ("RFQ") for retaining wall remediation services; and

WHEREAS, the Mobility Authority received four (4) statements of qualifications ("SOQs") in response to the RFQ by the August 28, 2026 deadline; and

WHEREAS, on September 16, 2026, the SOQ responses were reviewed by an evaluation committee in accordance with the procedures set forth in the RFQ and the Mobility Authority's Policy Code; and

WHEREAS, on September 30, 2026, the Board authorized the Executive Director to negotiate agreements with the two (2) most highly qualified respondents, Huitt-Zollars, Inc. and White Hawk Engineering & Design, LLC; and

WHEREAS, the Executive Director has negotiated satisfactory agreements with Huitt-Zollars, Inc. and White Hawk Engineering & Design, LLC in accordance with Policy Code 401.035, which are attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors approves the agreements with Huitt-Zollars, Inc. and White Hawk Engineering & Design, LLC to provide professional engineering services for retaining wall remediation on Mobility Authority facilities; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute the agreements on behalf of the Mobility Authority in the form or substantially the same form as Exhibit A.

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Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of October 2026.

Submitted and reviewed by:	Approved:
_____	_____
James M. Bass Executive Director	Robert W. Jenkins, Jr. Chairman, Board of Directors

Exhibit A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2026-1526832

Date Filed:
10/09/2026

Date Acknowledged:
10/15/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Huitt-Zollars, Inc.
Dallas, TX United States

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

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.
CTRMA 2027 RWR Huitt-Zollars
Retaining Wall Remediation Design Services and Associated Roadway and Hydraulic Design Tasks

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Huitt, Larry	Dallas, TX United States	X	
McDermott, Robert	Dallas, TX United States	X	
Wall, Cliff	Dallas, TX United States	X	
Twomey, James	Dallas, TX United States	X	
Sosebee, John Anthony	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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.

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CTRMA 2027 RWR Huitt-Zollars
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Wall, Cliff	Dallas, TX United States	X	
Twomey, James	Dallas, TX United States	X	
Sosebee, John Anthony	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Robert McDermott, and my date of birth is 12/23/1955.

My address is 5430 LBJ Freeway, Suite 1500, Dallas (city), TX (state), 75240 (zip code), US (country).

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

Executed in Dallas County, State of Texas, on the 9th day of October (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CONTRACT FOR PROFESSIONAL SERVICES
with Work Authorizations

THIS CONTRACT FOR PROFESSIONAL SERVICES is made by and between the Central Texas Regional Mobility Authority, 3300 N Interstate 35 Frontage Rd #300, Austin, Texas 78705, hereinafter called "Mobility Authority," and Huitt-Zollars, Inc, having its principal business address at 9600 N. Mopac Expressway, Suite 420 Austin, Texas 78759 , hereinafter called "Engineer," for the purpose of contracting for professional services.

WITNESSETH

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

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

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

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

AGREEMENT

ARTICLE 1. SCOPE OF SERVICES. The Mobility Authority and the Engineer will furnish items and perform those services for fulfillment of this Contract as identified in Attachment B, Services to be Provided by the Mobility Authority and Attachment C, Services to be Provided by the Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers and Land Surveyors. This Contract does not obligate the Mobility Authority to proceed with the Services or authorize the performance of work through a Work Authorization.

ARTICLE 2. CONTRACT PERIOD. This Contract becomes effective when fully executed by all parties hereto and it shall terminate on 06/30/2031 (the "Contract Period") unless the Contract Period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Article 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Article 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Article 15, Termination. A Work Authorization issued prior to expiration of this Contract may remain in effect until such time as the Services authorized under that Work Authorization are complete and accepted by the Mobility Authority. The terms of this Contract shall continue in effect in respect to any work authorization remaining in effect following the expiration of this Contract. No new Services may be added to a Work Authorization, and no new Work Authorization may be issued after the termination date of this Contract.

ARTICLE 3. COMPENSATION.

A. Amount Payable. The amount payable under this Contract will be determined by the individual work authorizations authorized over the contract period.

B. Basis of Payment. The basis of payment is identified in Attachment E, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule. The amount presented in Attachment E is the amount the Mobility Authority will agree to pay, and the Engineer will agree to

accept as full and sufficient compensation and reimbursement, for the performance of all services as set forth in this Contract and work authorizations.

C. Reimbursement of Eligible Costs. To be eligible for reimbursement, the Engineer's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment E, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained as a condition of payment.

D. Engineer Payment of Subconsultants. No later than ten (10) days after receiving payment from the Mobility Authority, the Engineer shall pay all subconsultants for work performed under a subcontract authorized hereunder. The Mobility Authority may withhold all payments that have or may become due if the Engineer fails to comply with the ten-day payment requirement. The Mobility Authority may also suspend the work under this Contract or any work authorization until subconsultants are paid. This requirement also applies to all lower tier subconsultants, and this provision must be incorporated into all subcontracts.

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

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

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

ARTICLE 4. INVOICE REQUIREMENTS

A. Monthly Invoices. The Engineer shall request reimbursement of costs incurred by submitting an itemized invoice in a form acceptable to the Mobility Authority. If the work is eligible for payment through an agreement with another entity, the billing statement shall be in a form and include such detail as that entity may require, including a breakdown of Services provided on a Project-by-Project basis, together with other Services requested by the Mobility Authority. The Engineer is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred, with the exception of the closing of the Mobility Authority's fiscal year. Notwithstanding the ninety (90) day submittal deadline, all requests for reimbursement of costs incurred during the Mobility Authority's fiscal year (ending June 30th) must be submitted no later than 15 days after June 30th, or the next business day if that date should occur on a weekend or holiday.

B. Form of Invoice. The invoice shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The invoice shall indicate if the work has been completed or if the billing is for partial completion of the work. The fixed fee will be paid in proportion to the percentage of work completed per work authorization.

C. Overhead Rates. The Engineer shall use the provisional overhead rate indicated in Attachment E. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included.

D. Thirty Day Payments. Upon receipt of an invoice that complies with all invoice requirements set forth in this Article, the Mobility Authority shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. If the Mobility Authority disputes a request for payment by the Engineer, the Mobility Authority agrees to pay any undisputed portion of the invoice within this 30-day window. The Mobility Authority shall notify the Engineer of the disputed amount no later than the 21st day after the date the Mobility Authority receives the monthly invoice.

E. Withholding Payments. The Mobility Authority reserves the right to withhold payment of up to 110% of the disputed amount of the Engineer's invoice in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; or (3) required reports (including third-party verifications, if any) are not received. In the event that payment is withheld, the Mobility Authority shall notify the Engineer and give a remedy that would allow the Mobility Authority to release the payment.

F. Invoice and Progress Report Submittal Process.

(1) The invoice submittal shall include:

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

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

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

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

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

(6) As it relates to the Mobility Authority's end of fiscal year closeout efforts, the Engineer shall submit the invoice including their services through June 30th for a given year no later than 15 days after June 30th, or the next business day if that date should occur on a weekend or holiday;

(7) The Mobility Authority's Director of Engineering will review the invoices to confirm that supporting documentation is included, and for compliance with the Contract and consistency with the submitted progress report; and

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

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

H. Audit. The Mobility Authority shall have the right to examine the books and records of the Engineer. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost

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

ARTICLE 5. WORK AUTHORIZATIONS. The Executive Director will issue work authorizations to authorize all work under this contract. Refusal to accept a work authorization in the form prescribed by the Mobility Authority may be grounds for termination of the contract. The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to work not directly associated with or prior to the full execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Article 1.

ARTICLE 6. SIGNATORY WARRANTY. The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete authority to enter into this Contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the Mobility Authority to enter into this Contract.

ARTICLE 7. NOTICES. A notice, demand, request, report, and other communication required or permitted under this Contract, or which any party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii) two days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such party at their address set forth below, or to such other address as a party may from time to time designate under this article, or (iii) receipt of an electronic mail transmission (attaching scanned documents in a format such as .pdf or .tif) for which confirmation of receipt by the other party has been obtained by the sending party:

Engineer:	**Mobility Authority:**
Mike Brown Huitt-Zollars, Inc 9600 N. MoPac Expressway, Suite 420 Austin, Texas 78759	Director of Engineering Central Texas Regional Mobility Authority 3300 N Interstate 35 Frontage Rd #300 Austin, Texas 78705

ARTICLE 8. INCORPORATION OF PROVISIONS. Attachments A through H are attached hereto and incorporated into this Contract as if fully set forth herein.

ARTICLE 9. ENTIRETY OF AGREEMENT. This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Contract shall be valid unless made in writing signed by both parties hereto.

ARTICLE 10. PRIORITY OF DOCUMENTS/ORDER OF PRECEDENCE. In the event of any conflict between the Contract and other documents, the order of precedence shall be as set forth below: A) Supplemental Work Authorization; B) Work Authorization; C) Contract Amendments; D) Contract; E) RFP/ RFQ; F) Engineer's Response to RFP/RFQ.

Each party is signing this agreement on the date stated under that party's signature.

THE ENGINEER

Y. Elaine Jin

(Signature)

Y. Elaine Jin, P.E.

(Printed Name)

Sr. Vice President

(Title)

October 22, 2026

(Date)

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

(Signature)

(Printed Name)

(Title)

(Date)

Attachments and Exhibits to Contract for Professional Services
Incorporated into the Contract by Reference

Attachments	Title
A	General Provisions
B	Services to Be Provided by the Mobility Authority
C	Services to Be Provided by the Engineer
D	Key Personnel
E	Fee Schedule
F	Work Schedule
G	Computer Graphics Files for Document and Information Exchange, if applicable
H	Subcontracting

ATTACHMENT A

GENERAL PROVISIONS
INDEX TO PROVISIONS

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2	Progress
3	Suspension of Work Authorization
4	Additional Work
5	Changes in Work
6	Supplemental Agreements
7	Data Ownership
8	Public Information and Confidentiality
9	Personnel, Equipment and Material
10	Subcontracting
11	Inspection of Work
12	Submission of Reports
13	Violation of Contract Terms
14	Termination
15	Compliance with Laws
16	Indemnification
17	Engineer's Responsibility
18	Noncollusion
19	Insurance
20	Gratuities
21	Maintenance, Retention and Audit of Records
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28	Successors and Assigns
29	Severability
30	Prior Contracts Superseded
31	Conflict of Interest
32	Audit Requirements
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34	Pertinent Non-Discrimination Authorities
35	Boycott Israel
36	Firearm Entities and Trade Associations Discrimination
37	Energy Company Boycott
38	Abbreviations and Definitions

ATTACHMENT A

GENERAL PROVISIONS

ARTICLE 1. WORK AUTHORIZATIONS

A. Use. The Engineer shall not begin any work until the Executive Director and the Engineer have signed a Work Authorization and the Engineer has received a Notice to Proceed as defined in the Work Authorization. Costs incurred by the Engineer before a Work Authorization is fully executed or after the completion date specified in the Work Authorization are not eligible for reimbursement. The Executive Director will issue Work Authorizations to authorize all work under this Contract. All work must be completed on or before the completion date specified in the Work Authorization.

B. Contents. Each Work Authorization shall include: (1) scope of Services including types of Services to be performed and a full description of the work required to perform those Services (2) a full description of general administration tasks exclusive to that Work Authorization (3) a work schedule (including beginning and ending dates) with milestones; (4) the basis of payment whether cost-plus, unit cost, lump sum, or specified rate; and (5) a Work Authorization budget using fees set forth in Attachment E Fee, Schedule. The Engineer shall not include additional contract terms and conditions in the Work Authorization. In the event of any conflicting terms and conditions between the Work Authorization and the Contract, the terms and conditions of the Contract shall prevail and govern the work and costs incurred.

C. Work Authorization Budget. A Work Authorization budget shall be prepared by the Engineer and set forth in detail (1) the computation of the estimated cost of the work as described in the Work Authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the Work Authorization. The Mobility Authority will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

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

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

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred beyond those authorized in a Work Authorization, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization executed within the period of performance specified in the Work Authorization. The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the Supplemental Work Authorization. The Engineer shall allow adequate time for review and approval of the Supplemental Work Authorization by the Executive Director prior to expiration of the Work Authorization. Any Supplemental Work Authorization must be executed by both parties within the Contract Period established in Article 2 of the Contract.

F-1. More Time Needed. If the Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, the Engineer shall promptly notify the Executive Director. The Executive Director may, at his sole discretion, extend the Work Authorization period by execution of a Supplemental Work Authorization.

F-2. Changes in Scope. Changes that would modify the scope of the work authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. If the change in scope affects the amount payable under the Work Authorization, the Engineer shall prepare a revised Work

Authorization budget for the Executive Director's approval. The Engineer must allow adequate time for the Executive Director to review, negotiate, and approve any request for a Supplemental Work Authorization prior to expiration of the Work Authorization.

G. Deliverables. Upon satisfactory completion of the Work Authorization, the Engineer shall submit a letter of completion along with the deliverables as specified in the executed Work Authorization to the Executive Director for review and acceptance.

ARTICLE 2. PROGRESS

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

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

C. Inspections. If federal funds are used to reimburse costs incurred under this Contract, the work and all reimbursements will be subject to periodic review by the U. S. Department of Transportation.

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

1. problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by statement of the action taken or contemplated, and any State or federal assistance needed to resolve the situation; and
2. favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

E. Corrective Action. Should the Executive Director determine that the progress of work does not satisfy the work schedule or other deadlines set forth in a Work Authorization, the Executive Director shall review the work schedule with the Engineer to determine the nature of corrective action needed. The Executive Director's participation in reviewing the work schedule and determining corrective actions needed will not, in any way, excuse the Engineer from any responsibility or costs associated with the failure to timely perform the Services.

ARTICLE 3. SUSPENSION OF WORK AUTHORIZATION

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

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

C. Contract Period Not Affected. If the Executive Director suspends a Work Authorization, the Contract Period as determined in Article 2 of the Contract is not affected and the Contract and the Work Authorization will terminate on the date specified unless the Contract is amended to authorize additional time.

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

ARTICLE 4. ADDITIONAL WORK

A. Notice. If the Engineer is of the opinion that any assigned work is beyond the scope of a Work Authorization and constitutes additional work beyond the Services to be provided under the Work

Authorization, it shall promptly notify the Executive Director and submit written justification presenting the facts of the work and demonstrating how the work constitutes supplementary work.

B. Supplemental Agreement. If the Executive Director finds that the work does constitute additional work, the Executive Director shall so advise the Engineer, and a written supplemental agreement will be executed as provided in General Provisions, Article 6, Supplemental Agreements.

C. Limitation of Liability. The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

ARTICLE 5. CHANGES IN WORK

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

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

C. Errors/Omissions. The Engineer shall make revisions to the work authorized in this Contract which are necessary to correct errors or omissions appearing therein, when required to do so by the Executive Director. No additional compensation shall be paid for this work.

ARTICLE 6. SUPPLEMENTAL AGREEMENTS

A. Need. The terms of this Contract may be modified if the Executive Director determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases.

B. When to Execute. Both the Engineer and the Executive Director must execute a supplemental agreement within the Contract Period specified in Article 2 of the Contract.

ARTICLE 7. DATA OWNERSHIP

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

B. Ownership of Plans. Notwithstanding any provision in this Contract or in common law or statute to the contrary all of the plans, tracings, estimates, specifications, computer records, discs, tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, survey notes, and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Engineer, including all information prepared for or posted on the Mobility Authority's website and together with all materials and data furnished to it by the Mobility Authority, are and at all times shall be and remain the property of the Mobility Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Mobility Authority. Engineer hereby assigns any and all rights and interests it may have in the foregoing to the Mobility Authority, and Engineer hereby agrees to provide reasonable cooperation as may be requested by the Mobility Authority in connection with the Mobility Authority's efforts to perfect or protect rights and interests in the foregoing; and if at any time demand be made by the Mobility Authority for any of the above materials, records, and documents, whether after termination of this Contract or otherwise, such shall be turned over to the Mobility Authority without delay. The Mobility Authority hereby grants the Engineer a revocable license to retain and utilize the foregoing materials for the limited purpose of fulfilling Engineer's obligations under this Contract, said license to terminate and expire upon the earlier to occur of (a) the completion of Services described in this Contract or (b) the termination of this Contract, at which time the Engineer shall deliver to the Mobility Authority all such materials and documents. If the Engineer or a subconsultant desires later to use any

of the data generated or obtained by it in connection with any Project or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the Executive Director. The Engineer shall retain its copyright and ownership rights in its own back-office databases and computer software that are not developed for the Mobility Authority or for purposes of this Contract. Intellectual property developed, utilized, or modified in the performance of Services for which the Engineer is compensated under the terms of this Contract shall remain the property of the Mobility Authority, Engineer hereby agrees to provide reasonable cooperation as may be requested by the Mobility Authority in connection with the Mobility Authority's efforts to perfect or protect such intellectual property. The Mobility Authority retains an unrestricted license for software packages developed in whole or in part with Mobility Authority funds.

C. Separate Assignment. If for any reason the agreement of the Mobility Authority and the Engineer set forth in subarticle 7.B regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the Engineer hereby assigns and agrees to assign to the Mobility Authority all right, title, and interest that Engineer may have or at any time acquire in said work product and other materials, without royalty, fee or additional consideration of any sort, and without regard to whether this Contract has terminated or remains in force. The Mobility Authority hereby acknowledges, however, that all documents and other work product provided by the Engineer to the Mobility Authority and resulting from the Services performed under this Contract are intended by the Engineer solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Engineer shall have no liability for the use by the Mobility Authority of any work product generated by the Engineer under this Contract on any Project other than for the specific purpose and Project for which the work product was prepared.

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

E. Release of Design Plan. The Engineer (1) will not release any roadway design plan created or collected under this Contract except to its subconsultants as necessary to complete the Contract; (2) shall include a provision in all subcontracts which acknowledges the Mobility Authority's ownership of the design plan and prohibits its use for any use other than the project identified in this Contract; and (3) is responsible for any improper use of the design plan by its employees, officers, or subconsultants, including costs, damages, or other liability resulting from improper use. Neither Engineer nor any subconsultant may charge a fee for any portion of the design plan created by the Mobility Authority."

ARTICLE 8. PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The Mobility Authority will comply with Government Code, Chapter 552, (the "Public Information Act") in the release of information produced under this Contract. The requirements of Subchapter J, of the Public Information Act, may apply to this Contract and the Engineer agrees that the Contract can be terminated if the Engineer knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

ARTICLE 9. PERSONNEL, EQUIPMENT AND MATERIAL

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

personnel from sources other than the Mobility Authority.

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

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

D. Liquidated Damages. The selection of Engineer to provide the Services under this Contract was based, in part, on the Key Personnel identified in Engineer's proposal. Because of the importance and unique nature of the Services to be provided by Key Personnel identified in Attachment D it is impractical to calculate the actual losses that would be suffered by the Mobility Authority by the loss of Key Personnel from the Contract. Therefore, the Engineer agrees to compensate the Mobility Authority for its losses by paying liquidated damages in the amount of $2,500 per day per Key Personnel position in Attachment D if any Key Personnel is removed by the Engineer by reassignment without prior written approval from the Director of Engineering. Liquidated damages will accrue from the date the Engineer removes the Key Personnel in Attachment D from the Contract if the parties do not agree on a replacement within (14) calendar days after the Key Personnel are removed from the Contract. If a replacement is agreed upon within that fourteen (14) calendar day period the liquidated damages will be waived. Liquidated damages shall cease when the parties agree on a substitute or when the Contract is terminated.

E. Ownership of Acquired Property. Except to the extent that a specific provision of this Contract states to the contrary, and as provided in subarticle 7.B, the Mobility Authority shall own all intellectual property acquired or developed under this Contract and all equipment purchased by the Engineer or its subconsultants under this Contract. All intellectual property and equipment owned by the Mobility Authority shall be delivered to the Director of Engineering when the Contract terminates, or when it is no longer needed for work performed under this Contract, whichever occurs first. In the event that a capital item is purchased for the sole use of the Mobility Authority, title shall pass or transfer to the Mobility Authority upon acquisition and prior to any use of the item by the Engineer.

ARTICLE 10. SUBCONTRACTING

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

B. Required Provisions. All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law.

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

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

ARTICLE 11. INSPECTION OF WORK

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

B. Reasonable Access. If any review or evaluation is made on the premises of the Engineer or a subconsultant under this Article, the Engineer shall provide and require its subconsultants to provide all reasonable facilities and assistance for the safety and convenience of the persons performing the review in the performance of their duties.

ARTICLE 12. SUBMISSION OF REPORTS

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

ARTICLE 13. VIOLATION OF CONTRACT TERMS

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

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

ARTICLE 14. TERMINATION

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

1. By mutual agreement and consent, in writing from both parties.
2. By the Executive Director by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the Services set forth herein in a satisfactory manner or if the Engineer violates the provisions of Article 20, Gratuities.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) days written notice and opportunity to cure.
4. By the Executive Director for his convenience and in his sole discretion, not subject to the consent of the Engineer, by giving thirty (30) days written notice of termination to the Engineer.
5. By satisfactory completion of all services and obligations described herein.

B. Measurement. Should the Executive Director terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination, the Executive Director shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Executive Director terminate this Contract under subarticles 14.A.3 & 4, the Engineer shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty (30) days.

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

D. Excusable Delays. Except with respect to defaults of subconsultants, the Engineer shall not be in default

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

E. Surviving Requirements. The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Mobility Authority and the Engineer under this Contract, except for those provisions that establish responsibilities that extend beyond the Contract Period, including without limitation the provisions of Article 16.

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

ARTICLE 15. COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, licensing laws and regulations, the Mobility Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. The Engineer shall comply with all applicable Authority policies and procedures as outlined in the Mobility Authority Policy Code handbook available on the Authority's website (https://www.mobilityauthority.com/about/policy-disclaimers/code). When required, the Engineer shall furnish the Mobility Authority with satisfactory proof of its compliance therewith.

ARTICLE 16. INDEMNIFICATION

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

ARTICLE 17. ENGINEER'S RESPONSIBILITY

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

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

1. The Engineer's responsibility for all questions and/or clarification of any ambiguities arising from errors

and omissions will be determined by the Executive Director.

2. A problem resulting from an error and omission may be identified during any phase of project development. The Engineer will be responsible for errors and omissions before, during, and after construction of a Project, as well as before and after Contract termination.
3. The phrase error and omission is used throughout to mean an error, an omission, or a combination of error and omission.
4. When an apparent error and omission is identified in work provided by the Engineer, the Executive Director will notify the Engineer of the problem and involve the Engineer in efforts to resolve it and determine the most effective solution, provided that the Executive Director shall ultimately determine the solution that is chosen.
5. Errors and omissions identified prior to Project construction will be corrected at the Engineer's expense with no additional cost to the Mobility Authority.
6. During and after construction, errors and omissions can potentially result in significant additional costs to the Mobility Authority that they would not have incurred if the construction plans had been correct. The resulting additional costs are considered damages that the Mobility Authority will collect from the Engineer, including through offset to amounts owed to the Engineer.
7. After a Project is constructed and is in use, there is a possibility of a Contractor claim that may involve a previous error and omission by the Engineer identified during construction; it is also possible the Engineer could be responsible for some or all of the cost of the Contractor claim. If there is a possibility of Engineer responsibility, upon notice of the Contractor claim, the Executive Director must notify the Engineer of the situation and provide the Engineer the opportunity to contribute any information to the Executive Director that may be useful in addressing the Contractor claim. The Engineer will not be involved in any discussions or negotiations with the Contractor during the claims process. Upon settlement of all previous claims with the Contractor, if additional costs are identified, the Executive Director should consider the same factors as during construction in determining the Engineer's level of responsibility.
8. The additional costs which are considered damages to the Mobility Authority and are to be recovered should represent actual cost to the Mobility Authority.
9. The Executive Director will not accept in-kind services from the Engineer as payment for additional costs owed.
10. The Engineer is responsible for promptly correcting errors and omissions without compensation. In the situation of a dispute concerning whether or not the work is compensable, the Engineer shall not delay the work.
11. A letter will be transmitted by the Executive Director formally notifying the Engineer of payment required for the error and omission and will indicate the Engineer's apparent liability for the identified additional costs. The letter will include an outline of the errors and omissions, along with the additional costs, and references to any previous points of coordination and preliminary agreements. Within 30 calendar days of the date of the letter, a response is required from the Engineer with: (a) payment, (b) a request for a meeting, or (c) a request for the Executive Director to reconsider whether the Executive Director should pursue reimbursement for the identified error and omission. If a response or payment is not received from the Engineer, the Mobility Authority may pursue legal action against the Engineer, in addition to offset of payments to the Engineer, claims against insurance and other remedies available under the Contract.
12. It is the Executive Director's responsibility to identify errors and omissions and fairly evaluate the responsibility for additional cost when applicable. It is the responsibility of the Mobility Authority staff to ensure that the Mobility Authority's business practices are professional, fair, equitable, and reasonable.

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

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

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

ARTICLE 18. NONCOLLUSION

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

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

ARTICLE 19. INSURANCE

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

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

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

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

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

E. Valuable Papers Insurance. In an amount sufficient to assure the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials relating to the Services provided under this Contract in the event of their loss or destruction, until such time as the work has been delivered to the Authority.

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

G. General for All Insurance. The Engineer shall promptly, upon execution of this Contract, furnish certificates of insurance to the Executive Director indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.
All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subarticles 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 subarticle 19.E., a rating by A. M. Best Company or similar rating service satisfactory to the Mobility Authority and/or its insurance consultant; and (c) otherwise acceptable to the Executive Director.
All policies are to be written through companies authorized to transact that class of insurance in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Contract or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subarticles 19.B., C., and D., above, shall name the Mobility 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 Engineer, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Contract. Certificates shall also indicate that the Contractual liability assumed in Article 16, above, is included.

The insurance carrier shall include in each of the insurance policies required under subarticles 19.A. through F., the following statement: "This policy will not be canceled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director"

H. Subconsultant. The Engineer shall be liable for work performed by the subconsultant and Engineer's insurance shall cover the work, actions, errors and omissions of the subconsultant.

ARTICLE 20. GRATUITIES

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

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

ARTICLE 21. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and Services provided (hereinafter called the Records). The Engineer shall make the Records available at its office during the Contract Period and for four (4) years from the date of final payment under this Contract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

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

ARTICLE 22. CERTIFICATE OF INTERESTED PARTIES
If applicable, the Engineer must comply with the Certificate of Interested Parties (Form 1295) adopted by the Texas Legislature as House Bill 1295, which added section 2252.908 of the Government Code, available for review at the Texas Ethics Commission website: https://www.ethics.state.tx.us/.

ARTICLE 23. CIVIL RIGHTS COMPLIANCE
A. Compliance with Regulations: The Engineer shall comply with the Acts and Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Contract.

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

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

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

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

(1) withholding of payments to the Engineer under the Contract until the Engineer complies and/or
(2) cancelling, terminating, or suspending of the Contract, in whole or in part.

F. Incorporation of Provisions: The Engineer will include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts and Regulations and directives issued pursuant thereto. The Engineer will take such action with respect to any subcontract or procurement as the Mobility Authority, TxDOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Engineer may request the Mobility Authority to enter into such litigation to protect the interests of the Mobility Authority.

ARTICLE 24. PATENT RIGHTS
The Mobility Authority shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this Contract.

ARTICLE 25. COMPUTER GRAPHICS FILES
The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Mobility Authority to be applicable to this Contract.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer is liable to the state for attorney's fees, the cost necessary to complete the Contract, including the cost of advertising and awarding a second Contract, and any other damages provided by law or the Contract. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. DISPUTES

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

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

ARTICLE 28. SUCCESSORS AND ASSIGNS

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

ARTICLE 29. SEVERABILITY

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

ARTICLE 30. PRIOR CONTRACTS SUPERSEDED

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

ARTICLE 31. CONFLICT OF INTEREST

A. Representation by Engineer.

The Engineer represents that it has no conflict of interest that would in any way interfere with its or its employees' performance of Services for the Mobility Authority or which in any way conflicts with the interests of the Mobility Authority and certifies that it is in full compliance with the Mobility Authority's Policy Code related to Conflicts of Interest. The Engineer shall prevent any actions or conditions that could result in a conflict with the Mobility Authority's interests.

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

1. a person required to register as a lobbyist under Chapter 305, Government Code;
2. a public relations firm; or
3. a government consultant.

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

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

ARTICLE 32. AUDIT REQUIREMENTS
The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

ARTICLE 33. DEBARMENT CERTIFICATIONS
The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Contract, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Contract shall require any party to a subcontract or purchase order awarded under this Contract to certify its eligibility to receive Federal funds and, when requested by the Executive Director, to furnish a copy of the certification.

ARTICLE 34. PERTINENT NON-DISCRIMINATION AUTHORITIES
During the performance of this Contract, the Engineer, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs,

policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

ARTICLE 35. BOYCOTT ISRAEL

The Contractor represents and warrants that (1) it does not, and shall not for the duration of this Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to this Contract.

ARTICLE 36. FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

The Engineer verifies that:

1. It does not, and will not for the duration of this Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; or
2. The verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract.

If circumstances relevant to this provision change during the course of this Contract, Engineer shall promptly notify the Executive Director.

ARTICLE 37. ENERGY COMPANY BOYCOTT

The Engineer verifies that:

1. It does not, and will not for the duration of the Contract, boycott energy companies; or
2. The verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract.

If circumstances relevant to this provision change during the course of this Contract, the Engineer shall promptly notify the Executive Director.

ARTICLE 38. ABBREVIATIONS AND DEFINITIONS

Acts and Regulations	Federal, state, and local acts and regulations which are applicable to the Contract
Agreement	This Contract
Mobility Authority	The Central Texas Regional Mobility Authority
Business Days	Any day the Mobility Authority is open for business
CFR	Code of Federal Regulations
Contract	This Contract document and its attachments
Days	Calendar days
Engineer	The service provider performing the services under this Contract
Executive Director	The Executive Director of the Mobility Authority, or anyone to whom he has delegated the authority to act on his behalf
FAR	Federal Acquisition Regulations
FHWA	Federal Highway Administration
OMB	Office of Management and Budget

Project	Any capital improvement, rehabilitation, repair, maintenance, or other work in conjunction with the Authority's or a partner's facilities.
PS&E	Plans, specifications, and estimate
Services	Any work assigned under this Contract
TxDOT	Texas Department of Transportation
USDOT	United States Department of Transportation
Work Authorization	Any work authorization arising from this Contract
Year	When not otherwise clarified, "year" refers to a 12-month period

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE MOBILITY AUTHORITY
Retaining Wall Remediation **Design Pool**

The Authority shall perform and provide the following in a timely manner so as not to delay the Services to be provided by the Engineer:

1. Authorize the Engineer in writing to proceed.
2. Designate in writing a person to act as the Authority's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Authority's decisions with respect to the Services to be provided by the Engineer.
3. Render reviews, decisions and approvals as promptly as necessary to allow for the expeditious performance of the Services to be provided by the Engineer.
4. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables.
5. Maintain the Project's website and other public involvement materials.
6. Provide the Engineer with relevant data available to the Mobility Authority related to people, agencies and organizations interested in the project.
7. Either provide directly, or have its designated General Engineering Consultant ("GEC") provide general oversight services of the Engineer.
8. Place at Engineer's disposal all reasonably available information pertinent to the Project.
9. Provide assistance in coordinating with TxDOT or other agencies for any approvals and permits required.
10. Address problems regarding any refusal to grant right of entry (ROE) or communication with landowners who are hostile with respect to the completion of this scope of services.
11. Place at Engineer's disposal all reasonably available information pertinent to the work. This may include but is not limited to:
    a. Survey data, graphic files, roadway design/geometry.
    b. Roadway construction plans, documents for current and/or past projects.
    c. Right-of-Way mapping.
    d. Available interface data for any projects adjacent to, crossing, and/or within the immediate area of the defined project limits.

e. If available, Subsurface Utility Engineering (SUE) data and utility ownership/facility data;

f. Planimetric layouts and/or related information.

g. Utility Permits.

12. Submittal of documentation to regulatory agencies for review and comment when specified.
13. Coordinate with utility companies for relocation efforts and any agreements needed for such.
14. Provide existing or updated utility information for both Mobility Authority-owned and third-party utilities, as available.
15. Provide assistance in coordinating with project designers, design-build developers, and contractors for any required data or information.
16. Assistance as necessary in obtaining the required data and information from other local, regional, state, and federal agencies.
17. Examples of acceptable format for the deliverables required by the work authorizations.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
Retaining Wall Remediation **Design Pool**

to be provided with each work authorization

ATTACHMENT D

Key Personnel

1. Project Manager - Mike Brown
2. Retaining Wall Task Lead - David Thompson
3. Roadway/Traffic Control Task Lead - Michael McDonald
4. Geotechnical Task Lead - Clint Harris

ATTACHMENT E

FEE SCHEDULE
(Final Cost Proposal)

This attachment provides the basis of payment and fee schedule**. The basis of payment for this contract is indicated by an "X" in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) included with each Work Authorization. If more than one basis of payment is used, each one must be supported by a separate FCP.

"X"	Basis	
☐	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and profit. For payment the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost, but must submit billing information in a form acceptable to the Mobility Authority as required by Article 4 A & B including classifying work, partial or completed, according to the Table of Deliverables. The Mobility Authority will agree to pay Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, a Lump Sum amount for the specified category of services. The Lump Sum will include compensation for Engineer's services and services of subconsultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and reimbursable expenses. The portion of the Lump Sum amount billed for Engineer's Services will be based upon Engineer's estimate, as approved by the Authority's Director of Engineering, of the proportion of the total Services completed during the billing period to the Lump Sum amount.

☐	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and profit. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown. The Mobility Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an agreed upon unit price multiplied by the number of units completed for each billing. Each invoice submitted shall identify the specific Contract task(s) and completed work product/deliverable for the agreed upon price outlined in the Work Authorization.
☐	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. The specified rate includes direct labor and indirect cost and profit. The Mobility Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit. Revisions to the specified rates may be proposed no more frequently than once per calendar year, and no sooner than 12 months after the Effective Date and are subject to written approval of the Executive Director. The Mobility Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an amount equal to the cumulative hours charged to the specific Project by each class of Engineer's employees multiplied by the Standard Hourly Rates for each applicable billing class for all Services performed on the specific Project, plus reimbursable expenses and sub consultant's charges, if any.
☒	Cost Plus	The Mobility Authority will agree to pay, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, hourly rates for the staff working on the assignment computed as follows: *Direct Labor Cost x (1.0 + Overhead Rate) x (1.0 + 10 %, in decimal form).* In no event shall the total multiplier applied to Direct Labor Cost exceed 3.0. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, and provisional overhead rate. Actual wages must be within the allowable range shown on the Final Cost Proposal.

Without prior approval by the Executive Director, the Mobility Authority shall not reimburse the Engineer for expenses associated with relocating personnel to complete the services described by this Contract. Roadway tolls incurred by the Engineer or any of its subconsultants in connection with performance of the Services will not be reimbursable under this Contract. Reimbursement shall be limited to the terms of any financial assistance or Project agreements with TxDOT or other third parties. Travel expenses will be limited to the rates published by the Texas Comptroller of Public Accounts.

Engineer acknowledges that all expenses and costs paid or reimbursed by the Mobility Authority using federal or state funds shall be paid or reimbursed in accordance with, and subject to, applicable policies of the Mobility Authority and other applicable state and federal laws, including the applicable requirements of OMB Circular A-87, which may reduce the amount of expenses and costs reimbursed to less than what was incurred.

* The **MAXIMUM AMOUNT PAYABLE** will be established by work authorizations over the Contract Period.

The maximum amount payable is based on the following data shown below. Maximum rates will be Adjusted no sooner than 12 months following the Effective Date and no more than once per calendar year, beginning January 1, 2027. Annual rate adjustments will be capped at a 3.5% per annual increase.

The overhead rate will be adjusted annually and effective upon approval by the Chief Financial Officer.

* The maximum amount payable must be based on the contract scope. The work authorization fee schedules will be derived from this attachment.

ATTACHMENT E - RATE SCHEDULE		
COST-PLUS PAYMENT BASIS		
PROVIDER NAME: Huitt-Zollars, Inc.		
DIRECT LABOR		
LABOR/STAFF CLASSIFICATION	**MAX HOURLY BASE RATE**	**MAX HOURLY CONTRACT RATE**
Principal	$ 136.84	
Sr. Project Manager	$ 116.44	
QA Manager	$ 136.84	
Sr. Civil Engineer	$ 82.11	
Sr. Structural Engineer	$ 100.02	
Civil Engineer	$ 64.69	
Structural Engineer	$ 72.15	
Engineer EIT	$ 47.31	
Sr. Landscape Architect	$ 75.46	
Landscape Architect	$ 46.78	
Landscape Architect Intern	$ 34.93	
CADD Technician	$ 35.45	
Project Support	$ 36.33	
OVERHEAD RATE	212.24%	

ATTACHMENT E - RATE SCHEDULE		
COST-PLUS PAYMENT BASIS		
PROVIDER NAME: CORSAIR		
DIRECT LABOR		
LABOR/STAFF CLASSIFICATION	**MAX HOURLY BASE RATE**	**MAX HOURLY CONTRACT RATE**
Sr Geotechnical Engineer	$ 76.92	
Geotechnical Engineer	$ 60.10	
Geotech EIT	$ 40.87	
Engineering Tech II	$ 36.06	
Admin	$ 36.00	
OVERHEAD RATE	193.20%	

ATTACHMENT E - RATE SCHEDULE		
COST-PLUS PAYMENT BASIS		
PROVIDER NAME: The Rios Group, Inc.		
DIRECT LABOR		
LABOR/STAFF CLASSIFICATION	**MAX HOURLY BASE RATE**	**MAX HOURLY CONTRACT RATE**
Project Principal	$ 95.47	
Project Engineer	$ 69.64	
Project Manager	$ 60.65	
Utility Engineer	$ 60.65	
Engineer-In-Training	$ 41.56	
Assistant Project Manager	$ 37.79	
Senior CADD Operator	$ 36.95	
CADD Operator	$ 29.20	
Junior CADD Operator	$ 24.72	
SUE Field Manager	$ 40.44	
Senior Utility Coordinator	$ 68.52	
Utility Coordinator	$ 49.42	
Utilities Specialist	$ 28.08	
Administrative/Clerical	$ 35.94	
OVERHEAD RATE	156.88%	

ATTACHMENT E - RATE SCHEDULE		
COST-PLUS PAYMENT BASIS		
PROVIDER NAME:	**McGray & McGray Land Surveyors, Inc**	
DIRECT LABOR		
LABOR/STAFF CLASSIFICATION	**MAX HOURLY BASE RATE**	**MAX HOURLY CONTRACT RATE**
Project Manager	$ 85.00	
Surveyor (RPLS)-Senior	$ 70.00	
Surveyor (RPLS)	$ 62.00	
Senior Survey Technician	$ 43.00	
Survey Technician	$ 38.00	
GIS Technician	$ 34.00	
Certified Photogrammetrist	$ 42.00	
LiDAR Task Lead	$ 50.00	
LiDAR Mapping Technician	$ 36.00	
LiDAR Office Technician	$ 36.00	
LiDAR Processing Technician	$ 36.00	
Mapping Editor	$ 40.00	
Project Coordinator (Helicopter,Fixed Wing, Mobile, Terrestrial)	$ 48.00	
Abstractor	$ 34.00	
Admin/Clerical	$ 34.00	
Field Crew Coordinator	$ 35.00	
OVERHEAD RATE	138.69%	

ATTACHMENT E - RATE SCHEDULE		
OTHER DIRECT EXPENSES		
PROVIDER NAME:		
DIRECT EXPENSES	UNIT	UNIT COST
Mileage	mile	State rate
Lodging/Hotel (Taxes/fees not included)	day/person	State rate
Lodging/Hotel - Taxes and Fees	day/person	State rate
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	State rate
Mobilization and Demobilization of Drilling Rig (Trips within 100 miles from office to site)	Trip	$ 800.00
Mobilization and Demobilization of Drilling Rig (Trips over 100 miles from office to site)	Mile	$ 8.00
Traffic Control Services, Arrow Boards, and Attenuator Trucks - (Includes labor, equipment, and fuel)	Day	$ 3,800.00
SUE (Quality Level C and D)		
This unit price includes personnel and equipment for records research, CADD and mapping. Price per linear foot (including all related services)	LF	$ 0.81
SUE (Quality Level B - Utility Designating)		
This unit price includes personnel and equipment for records research, designating, engineering, surveying, CADD, mapping and limited traffic control. Price per linear foot (including all related services)	LF	$ 1.94
SUE (Quality Level A - Utility Locate, Test Holes) *Includes labor and equipment for vacuum excavation, engineering, surveying and CADD*		
Price per Test Hole:		
Level A: 0 to 5 ft.	EA	$ 1,450.00
Level A: > 5 to 10 ft.	EA	$ 1,725.00
Level A: > 10 to 15 ft.	EA	$ 2,150.00
Level A: > 15 to 20 ft.	EA	$ 3,125.00
Level A: > 20 ft.	VF	$ 265.00
SUE Mobilization/Demobilization	MILE	$ 5.35
SUE Field Services One (1) Designating Person with Equipment	HOUR	$ 162.00
SUE Field Services Two (2) Designating Person with Equipment	HOUR	$ 215.00
SUE Field Services Two (2) Person Locating Crew with Vacuum Excavation Truck	HOUR	$ 295.00
Coring and Pavement Repair	EA	$ 400.00
Excavation Permit Fees	EA	$ 1,100.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (Includes labor equipment and fuel)	EA	$ 1,700.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor equipment and fuel)	EA	$ 2,000.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor equipment and fuel)	EA	$ 2,650.00

ATTACHMENT E - RATE SCHEDULE		
OTHER DIRECT EXPENSES		
PROVIDER NAME:		
DIRECT EXPENSES	UNIT	UNIT COST
2-Person Survey Crew	hour	$ 220.00
2-Person Survey Crew		
2-Person Survey Crew		
2-Person Survey Crew		
3-Person Survey Crew	hour	$ 280.00
LiDAR Scanner	hour	$ 125.00
LiDAR Mobile Mapping System	day	$ 9,500.00
Helicopter Mounted Aerial System	day	$ 25,000.00

ATTACHMENT F

Work Schedule

to be provided with each work authorization

ATTACHMENT G
Computer Graphics for Document and Information Exchange

to be provided with each work authorization

ATTACHMENT H
Subcontracting

HUITT-ZOLLARS Incorporated planned subcontract team members at the Contract effective date:

Corsair Consulting, LLC
McGray & McGray Land Surveyors, Inc
The Rios Group

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2026-1529418

Date Filed:
10/15/2026

Date Acknowledged:
10/21/2026

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

White Hawk Engineering & Design, LLC
Allen, TX United States

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 (CTRMA)

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.

CTRMA 2027 RWR White Hawk Eng
Retaining Wall Remediation Design Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Brooks, Kimberly	Allen, TX United States	X	
Armstrong, Holly	Allen, TX United States	X	
Edwards, Martin	Allen, TX United States	X	
Sutterfield, Greg	Allen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2026-1529418

Date Filed:
10/15/2026

Date Acknowledged:

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

White Hawk Engineering & Design, LLC
Allen, TX United States

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Central Texas Regional Mobility Authority (CTRMA)

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.

CTRMA 2027 RWR White Hawk Eng
Retaining Wall Remediation Design Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Brooks, Kimberly	Allen, TX United States	X	
Armstrong, Holly	Allen, TX United States	X	
Edwards, Martin	Allen, TX United States	X	
Sutterfield, Greg	Allen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kimberly Brooks, and my date of birth is July 2, 1977.

My address is 450 Century Parkway, Allen (city), TX (state), 75013 (zip code), USA (country).

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

Executed in Collin County, State of Texas, on the 15th day of October (month), 20 26 (year).

Kimberly Brooks
Signature of authorized agent of contracting business entity
(Declarant)

CONTRACT FOR PROFESSIONAL SERVICES
with Work Authorizations

THIS CONTRACT FOR PROFESSIONAL SERVICES is made by and between the Central Texas Regional Mobility Authority, 3300 N Interstate 35 Frontage Rd #300, Austin, Texas 78705, hereinafter called "Mobility Authority," and White Hawk Engineering & Design, LLC having its principal business address at 450 Century Parkway, Suite 190, Allen, TX 75013, hereinafter called "Engineer," for the purpose of contracting for professional services.

WITNESSETH

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

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

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

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

AGREEMENT

ARTICLE 1. SCOPE OF SERVICES. The Mobility Authority and the Engineer will furnish items and perform those services for fulfillment of this Contract as identified in Attachment B, Services to be Provided by the Mobility Authority and Attachment C, Services to be Provided by the Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers and Land Surveyors. This Contract does not obligate the Mobility Authority to proceed with the Services or authorize the performance of work through a Work Authorization.

ARTICLE 2. CONTRACT PERIOD. This Contract becomes effective when fully executed by all parties hereto and it shall terminate on 06/30/2031 (the "Contract Period") unless the Contract Period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Article 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Article 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Article 15, Termination. A Work Authorization issued prior to expiration of this Contract may remain in effect until such time as the Services authorized under that Work Authorization are complete and accepted by the Mobility Authority. The terms of this Contract shall continue in effect in respect to any work authorization remaining in effect following the expiration of this Contract. No new Services may be added to a Work Authorization, and no new Work Authorization may be issued after the termination date of this Contract.

ARTICLE 3. COMPENSATION.

A. Amount Payable. The amount payable under this Contract will be determined by the individual work authorizations authorized over the contract period.

B. Basis of Payment. The basis of payment is identified in Attachment E, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule. The amount presented in Attachment E is the amount the Mobility Authority will agree to pay, and the Engineer will agree to

accept as full and sufficient compensation and reimbursement, for the performance of all services as set forth in this Contract and work authorizations.

C. Reimbursement of Eligible Costs. To be eligible for reimbursement, the Engineer's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment E, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained as a condition of payment.

D. Engineer Payment of Subconsultants. No later than ten (10) days after receiving payment from the Mobility Authority, the Engineer shall pay all subconsultants for work performed under a subcontract authorized hereunder. The Mobility Authority may withhold all payments that have or may become due if the Engineer fails to comply with the ten-day payment requirement. The Mobility Authority may also suspend the work under this Contract or any work authorization until subconsultants are paid. This requirement also applies to all lower tier subconsultants, and this provision must be incorporated into all subcontracts.

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

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

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

ARTICLE 4. INVOICE REQUIREMENTS

A. Monthly Invoices. The Engineer shall request reimbursement of costs incurred by submitting an itemized invoice in a form acceptable to the Mobility Authority. If the work is eligible for payment through an agreement with another entity, the billing statement shall be in a form and include such detail as that entity may require, including a breakdown of Services provided on a Project-by-Project basis, together with other Services requested by the Mobility Authority. The Engineer is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred, with the exception of the closing of the Mobility Authority's fiscal year. Notwithstanding the ninety (90) day submittal deadline, all requests for reimbursement of costs incurred during the Mobility Authority's fiscal year (ending June 30th) must be submitted no later than 15 days after June 30th, or the next business day if that date should occur on a weekend or holiday.

B. Form of Invoice. The invoice shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The invoice shall indicate if the work has been completed or if the billing is for partial completion of the work. The fixed fee will be paid in proportion to the percentage of work completed per work authorization.

C. Overhead Rates. The Engineer shall use the provisional overhead rate indicated in Attachment E. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included.

D. Thirty Day Payments. Upon receipt of an invoice that complies with all invoice requirements set forth in this Article, the Mobility Authority shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. If the Mobility Authority disputes a request for payment by the Engineer, the Mobility Authority agrees to pay any undisputed portion of the invoice within this 30-day window. The Mobility Authority shall notify the Engineer of the disputed amount no later than the 21st day after the date the Mobility Authority receives the monthly invoice.

E. Withholding Payments. The Mobility Authority reserves the right to withhold payment of up to 110% of the disputed amount of the Engineer's invoice in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; or (3) required reports (including third-party verifications, if any) are not received. In the event that payment is withheld, the Mobility Authority shall notify the Engineer and give a remedy that would allow the Mobility Authority to release the payment.

F. Invoice and Progress Report Submittal Process.

(1) The invoice submittal shall include:

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

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

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

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

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

(6) As it relates to the Mobility Authority's end of fiscal year closeout efforts, the Engineer shall submit the invoice including their services through June 30th for a given year no later than 15 days after June 30th, or the next business day if that date should occur on a weekend or holiday;

(7) The Mobility Authority's Director of Engineering will review the invoices to confirm that supporting documentation is included, and for compliance with the Contract and consistency with the submitted progress report; and

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

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

H. Audit. The Mobility Authority shall have the right to examine the books and records of the Engineer. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost

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

ARTICLE 5. WORK AUTHORIZATIONS. The Executive Director will issue work authorizations to authorize all work under this contract. Refusal to accept a work authorization in the form prescribed by the Mobility Authority may be grounds for termination of the contract. The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to work not directly associated with or prior to the full execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Article 1.

ARTICLE 6. SIGNATORY WARRANTY. The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete authority to enter into this Contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the Mobility Authority to enter into this Contract.

ARTICLE 7. NOTICES. A notice, demand, request, report, and other communication required or permitted under this Contract, or which any party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii) two days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such party at their address set forth below, or to such other address as a party may from time to time designate under this article, or (iii) receipt of an electronic mail transmission (attaching scanned documents in a format such as .pdf or .tif) for which confirmation of receipt by the other party has been obtained by the sending party:

Engineer:	**Mobility Authority:**
Kim Brooks White Hawk Engineering & Design, LLC 450 Century Parkway, Suite 190 Allen, TX 75013	Director of Engineering Central Texas Regional Mobility Authority 3300 N Interstate 35 Frontage Rd #300 Austin, Texas 78705

ARTICLE 8. INCORPORATION OF PROVISIONS. Attachments A through H are attached hereto and incorporated into this Contract as if fully set forth herein.

ARTICLE 9. ENTIRETY OF AGREEMENT. This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Contract shall be valid unless made in writing signed by both parties hereto.

ARTICLE 10. PRIORITY OF DOCUMENTS/ORDER OF PRECEDENCE. In the event of any conflict between the Contract and other documents, the order of precedence shall be as set forth below: A) Supplemental Work Authorization; B) Work Authorization; C) Contract Amendments; D) Contract; E) RFP/ RFQ; F) Engineer's Response to RFP/RFQ.

Each party is signing this agreement on the date stated under that party's signature.

THE ENGINEER

Kimberly Brooks
(Signature)

Kimberly Brooks
(Printed Name)

President
(Title)

10/22/2026
(Date)

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

(Signature)

(Printed Name)

(Title)

(Date)

Attachments and Exhibits to Contract for Professional Services
Incorporated into the Contract by Reference

Attachments	Title
A	General Provisions
B	Services to Be Provided by the Mobility Authority
C	Services to Be Provided by the Engineer
D	Key Personnel
E	Fee Schedule
F	Work Schedule
G	Computer Graphics Files for Document and Information Exchange, if applicable
H	Subcontracting

ATTACHMENT A

GENERAL PROVISIONS
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ATTACHMENT A

GENERAL PROVISIONS

ARTICLE 1. WORK AUTHORIZATIONS

A. Use. The Engineer shall not begin any work until the Executive Director and the Engineer have signed a Work Authorization and the Engineer has received a Notice to Proceed as defined in the Work Authorization. Costs incurred by the Engineer before a Work Authorization is fully executed or after the completion date specified in the Work Authorization are not eligible for reimbursement. The Executive Director will issue Work Authorizations to authorize all work under this Contract. All work must be completed on or before the completion date specified in the Work Authorization.

B. Contents. Each Work Authorization shall include: (1) scope of Services including types of Services to be performed and a full description of the work required to perform those Services (2) a full description of general administration tasks exclusive to that Work Authorization (3) a work schedule (including beginning and ending dates) with milestones; (4) the basis of payment whether cost-plus, unit cost, lump sum, or specified rate; and (5) a Work Authorization budget using fees set forth in Attachment E Fee, Schedule. The Engineer shall not include additional contract terms and conditions in the Work Authorization. In the event of any conflicting terms and conditions between the Work Authorization and the Contract, the terms and conditions of the Contract shall prevail and govern the work and costs incurred.

C. Work Authorization Budget. A Work Authorization budget shall be prepared by the Engineer and set forth in detail (1) the computation of the estimated cost of the work as described in the Work Authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the Work Authorization. The Mobility Authority will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

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

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

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred beyond those authorized in a Work Authorization, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization executed within the period of performance specified in the Work Authorization. The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the Supplemental Work Authorization. The Engineer shall allow adequate time for review and approval of the Supplemental Work Authorization by the Executive Director prior to expiration of the Work Authorization. Any Supplemental Work Authorization must be executed by both parties within the Contract Period established in Article 2 of the Contract.

F-1. More Time Needed. If the Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, the Engineer shall promptly notify the Executive Director. The Executive Director may, at his sole discretion, extend the Work Authorization period by execution of a Supplemental Work Authorization.

F-2. Changes in Scope. Changes that would modify the scope of the work authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. If the change in scope affects the amount payable under the Work Authorization, the Engineer shall prepare a revised Work

Authorization budget for the Executive Director's approval. The Engineer must allow adequate time for the Executive Director to review, negotiate, and approve any request for a Supplemental Work Authorization prior to expiration of the Work Authorization.

G. Deliverables. Upon satisfactory completion of the Work Authorization, the Engineer shall submit a letter of completion along with the deliverables as specified in the executed Work Authorization to the Executive Director for review and acceptance.

ARTICLE 2. PROGRESS

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

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

C. Inspections. If federal funds are used to reimburse costs incurred under this Contract, the work and all reimbursements will be subject to periodic review by the U. S. Department of Transportation.

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

1. problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by statement of the action taken or contemplated, and any State or federal assistance needed to resolve the situation; and
2. favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

E. Corrective Action. Should the Executive Director determine that the progress of work does not satisfy the work schedule or other deadlines set forth in a Work Authorization, the Executive Director shall review the work schedule with the Engineer to determine the nature of corrective action needed. The Executive Director's participation in reviewing the work schedule and determining corrective actions needed will not, in any way, excuse the Engineer from any responsibility or costs associated with the failure to timely perform the Services.

ARTICLE 3. SUSPENSION OF WORK AUTHORIZATION

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

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

C. Contract Period Not Affected. If the Executive Director suspends a Work Authorization, the Contract Period as determined in Article 2 of the Contract is not affected and the Contract and the Work Authorization will terminate on the date specified unless the Contract is amended to authorize additional time.

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

ARTICLE 4. ADDITIONAL WORK

A. Notice. If the Engineer is of the opinion that any assigned work is beyond the scope of a Work Authorization and constitutes additional work beyond the Services to be provided under the Work

Authorization, it shall promptly notify the Executive Director and submit written justification presenting the facts of the work and demonstrating how the work constitutes supplementary work.

B. Supplemental Agreement. If the Executive Director finds that the work does constitute additional work, the Executive Director shall so advise the Engineer, and a written supplemental agreement will be executed as provided in General Provisions, Article 6, Supplemental Agreements.

C. Limitation of Liability. The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

ARTICLE 5. CHANGES IN WORK

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

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

C. Errors/Omissions. The Engineer shall make revisions to the work authorized in this Contract which are necessary to correct errors or omissions appearing therein, when required to do so by the Executive Director. No additional compensation shall be paid for this work.

ARTICLE 6. SUPPLEMENTAL AGREEMENTS

A. Need. The terms of this Contract may be modified if the Executive Director determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases.

B. When to Execute. Both the Engineer and the Executive Director must execute a supplemental agreement within the Contract Period specified in Article 2 of the Contract.

ARTICLE 7. DATA OWNERSHIP

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

B. Ownership of Plans. Notwithstanding any provision in this Contract or in common law or statute to the contrary all of the plans, tracings, estimates, specifications, computer records, discs, tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, survey notes, and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Engineer, including all information prepared for or posted on the Mobility Authority's website and together with all materials and data furnished to it by the Mobility Authority, are and at all times shall be and remain the property of the Mobility Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Mobility Authority. Engineer hereby assigns any and all rights and interests it may have in the foregoing to the Mobility Authority, and Engineer hereby agrees to provide reasonable cooperation as may be requested by the Mobility Authority in connection with the Mobility Authority's efforts to perfect or protect rights and interests in the foregoing; and if at any time demand be made by the Mobility Authority for any of the above materials, records, and documents, whether after termination of this Contract or otherwise, such shall be turned over to the Mobility Authority without delay. The Mobility Authority hereby grants the Engineer a revocable license to retain and utilize the foregoing materials for the limited purpose of fulfilling Engineer's obligations under this Contract, said license to terminate and expire upon the earlier to occur of (a) the completion of Services described in this Contract or (b) the termination of this Contract, at which time the Engineer shall deliver to the Mobility Authority all such materials and documents. If the Engineer or a subconsultant desires later to use any

of the data generated or obtained by it in connection with any Project or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the Executive Director. The Engineer shall retain its copyright and ownership rights in its own back-office databases and computer software that are not developed for the Mobility Authority or for purposes of this Contract. Intellectual property developed, utilized, or modified in the performance of Services for which the Engineer is compensated under the terms of this Contract shall remain the property of the Mobility Authority, Engineer hereby agrees to provide reasonable cooperation as may be requested by the Mobility Authority in connection with the Mobility Authority's efforts to perfect or protect such intellectual property. The Mobility Authority retains an unrestricted license for software packages developed in whole or in part with Mobility Authority funds.

C. Separate Assignment. If for any reason the agreement of the Mobility Authority and the Engineer set forth in subarticle 7.B regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the Engineer hereby assigns and agrees to assign to the Mobility Authority all right, title, and interest that Engineer may have or at any time acquire in said work product and other materials, without royalty, fee or additional consideration of any sort, and without regard to whether this Contract has terminated or remains in force. The Mobility Authority hereby acknowledges, however, that all documents and other work product provided by the Engineer to the Mobility Authority and resulting from the Services performed under this Contract are intended by the Engineer solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Engineer shall have no liability for the use by the Mobility Authority of any work product generated by the Engineer under this Contract on any Project other than for the specific purpose and Project for which the work product was prepared.

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

E. Release of Design Plan. The Engineer (1) will not release any roadway design plan created or collected under this Contract except to its subconsultants as necessary to complete the Contract; (2) shall include a provision in all subcontracts which acknowledges the Mobility Authority's ownership of the design plan and prohibits its use for any use other than the project identified in this Contract; and (3) is responsible for any improper use of the design plan by its employees, officers, or subconsultants, including costs, damages, or other liability resulting from improper use. Neither Engineer nor any subconsultant may charge a fee for any portion of the design plan created by the Mobility Authority."

ARTICLE 8. PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The Mobility Authority will comply with Government Code, Chapter 552, (the "Public Information Act") in the release of information produced under this Contract. The requirements of Subchapter J, of the Public Information Act, may apply to this Contract and the Engineer agrees that the Contract can be terminated if the Engineer knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

ARTICLE 9. PERSONNEL, EQUIPMENT AND MATERIAL

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

personnel from sources other than the Mobility Authority.

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

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

D. Liquidated Damages. The selection of Engineer to provide the Services under this Contract was based, in part, on the Key Personnel identified in Engineer's proposal. Because of the importance and unique nature of the Services to be provided by Key Personnel identified in Attachment D it is impractical to calculate the actual losses that would be suffered by the Mobility Authority by the loss of Key Personnel from the Contract. Therefore, the Engineer agrees to compensate the Mobility Authority for its losses by paying liquidated damages in the amount of $2,500 per day per Key Personnel position in Attachment D if any Key Personnel is removed by the Engineer by reassignment without prior written approval from the Director of Engineering. Liquidated damages will accrue from the date the Engineer removes the Key Personnel in Attachment D from the Contract if the parties do not agree on a replacement within (14) calendar days after the Key Personnel are removed from the Contract. If a replacement is agreed upon within that fourteen (14) calendar day period the liquidated damages will be waived. Liquidated damages shall cease when the parties agree on a substitute or when the Contract is terminated.

E. Ownership of Acquired Property. Except to the extent that a specific provision of this Contract states to the contrary, and as provided in subarticle 7.B, the Mobility Authority shall own all intellectual property acquired or developed under this Contract and all equipment purchased by the Engineer or its subconsultants under this Contract. All intellectual property and equipment owned by the Mobility Authority shall be delivered to the Director of Engineering when the Contract terminates, or when it is no longer needed for work performed under this Contract, whichever occurs first. In the event that a capital item is purchased for the sole use of the Mobility Authority, title shall pass or transfer to the Mobility Authority upon acquisition and prior to any use of the item by the Engineer.

ARTICLE 10. SUBCONTRACTING

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

B. Required Provisions. All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law.

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

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

ARTICLE 11. INSPECTION OF WORK

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

B. Reasonable Access. If any review or evaluation is made on the premises of the Engineer or a subconsultant under this Article, the Engineer shall provide and require its subconsultants to provide all reasonable facilities and assistance for the safety and convenience of the persons performing the review in the performance of their duties.

ARTICLE 12. SUBMISSION OF REPORTS

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

ARTICLE 13. VIOLATION OF CONTRACT TERMS

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

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

ARTICLE 14. TERMINATION

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

1. By mutual agreement and consent, in writing from both parties.
2. By the Executive Director by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the Services set forth herein in a satisfactory manner or if the Engineer violates the provisions of Article 20, Gratuities.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) days written notice and opportunity to cure.
4. By the Executive Director for his convenience and in his sole discretion, not subject to the consent of the Engineer, by giving thirty (30) days written notice of termination to the Engineer.
5. By satisfactory completion of all services and obligations described herein.

B. Measurement. Should the Executive Director terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination, the Executive Director shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Executive Director terminate this Contract under subarticles 14.A.3 & 4, the Engineer shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty (30) days.

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

D. Excusable Delays. Except with respect to defaults of subconsultants, the Engineer shall not be in default

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

E. Surviving Requirements. The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Mobility Authority and the Engineer under this Contract, except for those provisions that establish responsibilities that extend beyond the Contract Period, including without limitation the provisions of Article 16.

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

ARTICLE 15. COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, licensing laws and regulations, the Mobility Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. The Engineer shall comply with all applicable Authority policies and procedures as outlined in the Mobility Authority Policy Code handbook available on the Authority's website (https://www.mobilityauthority.com/about/policy-disclaimers/code). When required, the Engineer shall furnish the Mobility Authority with satisfactory proof of its compliance therewith.

ARTICLE 16. INDEMNIFICATION

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

ARTICLE 17. ENGINEER'S RESPONSIBILITY

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

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

1. The Engineer's responsibility for all questions and/or clarification of any ambiguities arising from errors

and omissions will be determined by the Executive Director.

2. A problem resulting from an error and omission may be identified during any phase of project development. The Engineer will be responsible for errors and omissions before, during, and after construction of a Project, as well as before and after Contract termination.
3. The phrase error and omission is used throughout to mean an error, an omission, or a combination of error and omission.
4. When an apparent error and omission is identified in work provided by the Engineer, the Executive Director will notify the Engineer of the problem and involve the Engineer in efforts to resolve it and determine the most effective solution, provided that the Executive Director shall ultimately determine the solution that is chosen.
5. Errors and omissions identified prior to Project construction will be corrected at the Engineer's expense with no additional cost to the Mobility Authority.
6. During and after construction, errors and omissions can potentially result in significant additional costs to the Mobility Authority that they would not have incurred if the construction plans had been correct. The resulting additional costs are considered damages that the Mobility Authority will collect from the Engineer, including through offset to amounts owed to the Engineer.
7. After a Project is constructed and is in use, there is a possibility of a Contractor claim that may involve a previous error and omission by the Engineer identified during construction; it is also possible the Engineer could be responsible for some or all of the cost of the Contractor claim. If there is a possibility of Engineer responsibility, upon notice of the Contractor claim, the Executive Director must notify the Engineer of the situation and provide the Engineer the opportunity to contribute any information to the Executive Director that may be useful in addressing the Contractor claim. The Engineer will not be involved in any discussions or negotiations with the Contractor during the claims process. Upon settlement of all previous claims with the Contractor, if additional costs are identified, the Executive Director should consider the same factors as during construction in determining the Engineer's level of responsibility.
8. The additional costs which are considered damages to the Mobility Authority and are to be recovered should represent actual cost to the Mobility Authority.
9. The Executive Director will not accept in-kind services from the Engineer as payment for additional costs owed.
10. The Engineer is responsible for promptly correcting errors and omissions without compensation. In the situation of a dispute concerning whether or not the work is compensable, the Engineer shall not delay the work.
11. A letter will be transmitted by the Executive Director formally notifying the Engineer of payment required for the error and omission and will indicate the Engineer's apparent liability for the identified additional costs. The letter will include an outline of the errors and omissions, along with the additional costs, and references to any previous points of coordination and preliminary agreements. Within 30 calendar days of the date of the letter, a response is required from the Engineer with: (a) payment, (b) a request for a meeting, or (c) a request for the Executive Director to reconsider whether the Executive Director should pursue reimbursement for the identified error and omission. If a response or payment is not received from the Engineer, the Mobility Authority may pursue legal action against the Engineer, in addition to offset of payments to the Engineer, claims against insurance and other remedies available under the Contract.
12. It is the Executive Director's responsibility to identify errors and omissions and fairly evaluate the responsibility for additional cost when applicable. It is the responsibility of the Mobility Authority staff to ensure that the Mobility Authority's business practices are professional, fair, equitable, and reasonable.

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

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

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

ARTICLE 18. NONCOLLUSION

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

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

ARTICLE 19. INSURANCE

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

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

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

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

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

E. Valuable Papers Insurance. In an amount sufficient to assure the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials relating to the Services provided under this Contract in the event of their loss or destruction, until such time as the work has been delivered to the Authority.

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

G. General for All Insurance. The Engineer shall promptly, upon execution of this Contract, furnish certificates of insurance to the Executive Director indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.
All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subarticles 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 subarticle 19.E., a rating by A. M. Best Company or similar rating service satisfactory to the Mobility Authority and/or its insurance consultant; and (c) otherwise acceptable to the Executive Director.
All policies are to be written through companies authorized to transact that class of insurance in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Contract or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subarticles 19.B., C., and D., above, shall name the Mobility 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 Engineer, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Contract. Certificates shall also indicate that the Contractual liability assumed in Article 16, above, is included.

The insurance carrier shall include in each of the insurance policies required under subarticles 19.A. through F., the following statement: "This policy will not be canceled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director"

H. Subconsultant. The Engineer shall be liable for work performed by the subconsultant and Engineer's insurance shall cover the work, actions, errors and omissions of the subconsultant.

ARTICLE 20. GRATUITIES

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

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

ARTICLE 21. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and Services provided (hereinafter called the Records). The Engineer shall make the Records available at its office during the Contract Period and for four (4) years from the date of final payment under this Contract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

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

ARTICLE 22. CERTIFICATE OF INTERESTED PARTIES
If applicable, the Engineer must comply with the Certificate of Interested Parties (Form 1295) adopted by the Texas Legislature as House Bill 1295, which added section 2252.908 of the Government Code, available for review at the Texas Ethics Commission website: https://www.ethics.state.tx.us/.

ARTICLE 23. CIVIL RIGHTS COMPLIANCE
A. Compliance with Regulations: The Engineer shall comply with the Acts and Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Contract.

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

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

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

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

(1) withholding of payments to the Engineer under the Contract until the Engineer complies and/or
(2) cancelling, terminating, or suspending of the Contract, in whole or in part.

F. Incorporation of Provisions: The Engineer will include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts and Regulations and directives issued pursuant thereto. The Engineer will take such action with respect to any subcontract or procurement as the Mobility Authority, TxDOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Engineer may request the Mobility Authority to enter into such litigation to protect the interests of the Mobility Authority.

ARTICLE 24. PATENT RIGHTS
The Mobility Authority shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this Contract.

ARTICLE 25. COMPUTER GRAPHICS FILES
The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Mobility Authority to be applicable to this Contract.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer is liable to the state for attorney's fees, the cost necessary to complete the Contract, including the cost of advertising and awarding a second Contract, and any other damages provided by law or the Contract. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. DISPUTES

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

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

ARTICLE 28. SUCCESSORS AND ASSIGNS

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

ARTICLE 29. SEVERABILITY

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

ARTICLE 30. PRIOR CONTRACTS SUPERSEDED

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

ARTICLE 31. CONFLICT OF INTEREST

A. Representation by Engineer.

The Engineer represents that it has no conflict of interest that would in any way interfere with its or its employees' performance of Services for the Mobility Authority or which in any way conflicts with the interests of the Mobility Authority and certifies that it is in full compliance with the Mobility Authority's Policy Code related to Conflicts of Interest. The Engineer shall prevent any actions or conditions that could result in a conflict with the Mobility Authority's interests.

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

1. a person required to register as a lobbyist under Chapter 305, Government Code;
2. a public relations firm; or
3. a government consultant.

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

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

ARTICLE 32. AUDIT REQUIREMENTS
The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

ARTICLE 33. DEBARMENT CERTIFICATIONS
The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Contract, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Contract shall require any party to a subcontract or purchase order awarded under this Contract to certify its eligibility to receive Federal funds and, when requested by the Executive Director, to furnish a copy of the certification.

ARTICLE 34. PERTINENT NON-DISCRIMINATION AUTHORITIES
During the performance of this Contract, the Engineer, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs,

policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

ARTICLE 35. BOYCOTT ISRAEL

The Contractor represents and warrants that (1) it does not, and shall not for the duration of this Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to this Contract.

ARTICLE 36. FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

The Engineer verifies that:

1. It does not, and will not for the duration of this Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; or
2. The verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract.

If circumstances relevant to this provision change during the course of this Contract, Engineer shall promptly notify the Executive Director.

ARTICLE 37. ENERGY COMPANY BOYCOTT

The Engineer verifies that:

1. It does not, and will not for the duration of the Contract, boycott energy companies; or
2. The verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract.

If circumstances relevant to this provision change during the course of this Contract, the Engineer shall promptly notify the Executive Director.

ARTICLE 38. ABBREVIATIONS AND DEFINITIONS

Acts and Regulations	Federal, state, and local acts and regulations which are applicable to the Contract
Agreement	This Contract
Mobility Authority	The Central Texas Regional Mobility Authority
Business Days	Any day the Mobility Authority is open for business
CFR	Code of Federal Regulations
Contract	This Contract document and its attachments
Days	Calendar days
Engineer	The service provider performing the services under this Contract
Executive Director	The Executive Director of the Mobility Authority, or anyone to whom he has delegated the authority to act on his behalf
FAR	Federal Acquisition Regulations
FHWA	Federal Highway Administration
OMB	Office of Management and Budget

Project	Any capital improvement, rehabilitation, repair, maintenance, or other work in conjunction with the Authority's or a partner's facilities.
PS&E	Plans, specifications, and estimate
Services	Any work assigned under this Contract
TxDOT	Texas Department of Transportation
USDOT	United States Department of Transportation
Work Authorization	Any work authorization arising from this Contract
Year	When not otherwise clarified, "year" refers to a 12-month period

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE MOBILITY AUTHORITY
Retaining Wall Remediation **Design Pool**

The Authority shall perform and provide the following in a timely manner so as not to delay the Services to be provided by the Engineer:

1. Authorize the Engineer in writing to proceed.
2. Designate in writing a person to act as the Authority's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Authority's decisions with respect to the Services to be provided by the Engineer.
3. Render reviews, decisions and approvals as promptly as necessary to allow for the expeditious performance of the Services to be provided by the Engineer.
4. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables.
5. Maintain the Project's website and other public involvement materials.
6. Provide the Engineer with relevant data available to the Mobility Authority related to people, agencies and organizations interested in the project.
7. Either provide directly, or have its designated General Engineering Consultant ("GEC") provide general oversight services of the Engineer.
8. Place at Engineer's disposal all reasonably available information pertinent to the Project.
9. Provide assistance in coordinating with TxDOT or other agencies for any approvals and permits required.
10. Address problems regarding any refusal to grant right of entry (ROE) or communication with landowners who are hostile with respect to the completion of this scope of services.
11. Place at Engineer's disposal all reasonably available information pertinent to the work. This may include but is not limited to:
    a. Survey data, graphic files, roadway design/geometry.
    b. Roadway construction plans, documents for current and/or past projects.
    c. Right-of-Way mapping.
    d. Available interface data for any projects adjacent to, crossing, and/or within the immediate area of the defined project limits.

e. If available, Subsurface Utility Engineering (SUE) data and utility ownership/facility data;

f. Planimetric layouts and/or related information.

g. Utility Permits.

12. Submittal of documentation to regulatory agencies for review and comment when specified.
13. Coordinate with utility companies for relocation efforts and any agreements needed for such.
14. Provide existing or updated utility information for both Mobility Authority-owned and third-party utilities, as available.
15. Provide assistance in coordinating with project designers, design-build developers, and contractors for any required data or information.
16. Assistance as necessary in obtaining the required data and information from other local, regional, state, and federal agencies.
17. Examples of acceptable format for the deliverables required by the work authorizations.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
Retaining Wall Remediation **Design Pool**

to be provided with each work authorization

ATTACHMENT D

Key Personnel

1. Project Manager - Kim Brooks
2. Retaining Wall Task Lead - Siddharth Patil
3. Roadway/Traffic Control Task Lead - Aimee Jones
4. Geotechnical Task Lead - Ajay Potturi

ATTACHMENT E

FEE SCHEDULE
(Final Cost Proposal)

This attachment provides the basis of payment and fee schedule**. The basis of payment for this contract is indicated by an "X" in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) included with each Work Authorization. If more than one basis of payment is used, each one must be supported by a separate FCP.

"X"	Basis	
☐	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and profit. For payment the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost, but must submit billing information in a form acceptable to the Mobility Authority as required by Article 4 A & B including classifying work, partial or completed, according to the Table of Deliverables. The Mobility Authority will agree to pay Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, a Lump Sum amount for the specified category of services. The Lump Sum will include compensation for Engineer's services and services of subconsultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and reimbursable expenses. The portion of the Lump Sum amount billed for Engineer's Services will be based upon Engineer's estimate, as approved by the Authority's Director of Engineering, of the proportion of the total Services completed during the billing period to the Lump Sum amount.

☐	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and profit. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown. The Mobility Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an agreed upon unit price multiplied by the number of units completed for each billing. Each invoice submitted shall identify the specific Contract task(s) and completed work product/deliverable for the agreed upon price outlined in the Work Authorization.
☐	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. The specified rate includes direct labor and indirect cost and profit. The Mobility Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit. Revisions to the specified rates may be proposed no more frequently than once per calendar year, and no sooner than 12 months after the Effective Date and are subject to written approval of the Executive Director. The Mobility Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an amount equal to the cumulative hours charged to the specific Project by each class of Engineer's employees multiplied by the Standard Hourly Rates for each applicable billing class for all Services performed on the specific Project, plus reimbursable expenses and sub consultant's charges, if any.
☒	Cost Plus	The Mobility Authority will agree to pay, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, hourly rates for the staff working on the assignment computed as follows: *Direct Labor Cost x (1.0 + Overhead Rate) x (1.0 + 10 %, in decimal form).* In no event shall the total multiplier applied to Direct Labor Cost exceed 3.0. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, and provisional overhead rate. Actual wages must be within the allowable range shown on the Final Cost Proposal.

Without prior approval by the Executive Director, the Mobility Authority shall not reimburse the Engineer for expenses associated with relocating personnel to complete the services described by this Contract. Roadway tolls incurred by the Engineer or any of its subconsultants in connection with performance of the Services will not be reimbursable under this Contract. Reimbursement shall be limited to the terms of any financial assistance or Project agreements with TxDOT or other third parties. Travel expenses will be limited to the rates published by the Texas Comptroller of Public Accounts.

Engineer acknowledges that all expenses and costs paid or reimbursed by the Mobility Authority using federal or state funds shall be paid or reimbursed in accordance with, and subject to, applicable policies of the Mobility Authority and other applicable state and federal laws, including the applicable requirements of OMB Circular A-87, which may reduce the amount of expenses and costs reimbursed to less than what was incurred.

* The **MAXIMUM AMOUNT PAYABLE** will be established by work authorizations over the Contract Period.

The maximum amount payable is based on the following data shown below. Maximum rates will be Adjusted no sooner than 12 months following the Effective Date and no more than once per calendar year, beginning January 1, 2027. Annual rate adjustments will be capped at a 3.5% per annual increase.

The overhead rate will be adjusted annually and effective upon approval by the Chief Financial Officer.

* The maximum amount payable must be based on the contract scope. The work authorization fee schedules will be derived from this attachment.

ATTACHMENT E - RATE SCHEDULE		
COST-PLUS PAYMENT BASIS		
PROVIDER NAME:	**White Hawk Engineering & Design, LLC**	
DIRECT LABOR		
LABOR/STAFF CLASSIFICATION	**MAX HOURLY BASE RATE**	**MAX HOURLY CONTRACT RATE**
Senior Project Manager - WHE	$ 96.15	
Project Manager - WHE	$ 80.00	
Senior Engineer - WHE	$ 89.14	
Project Engineer WHE	$ 60.58	
Design Engineer - WHE 1	$ 55.00	
Design Engineer - WHE 2	$ 49.71	
Engineer-In-Training (EIT) - WHE	$ 34.83	
Senior Structural Engineer - WHE 1	$ 104.44	
Senior Structural Engineer - WHE 2	$ 90.00	
Structural Engineer - WHE	$ 80.00	
Structural Graduate Engineer - WHE	$ 33.56	
Senior Surveyor (RPLS) - WHE	$ 81.71	
Survey Technician - WHE	$ 35.02	
Senior Survey CADD Tech - WHE	$ 37.50	
Remote Sensing Manager - WHE	$ 43.32	
Remote Sensing Technician - WHE	$ 36.65	
Survey Crew Chief - WHE	$ 29.00	
Survey Crew Member - WHE	$ 22.00	
Senior Project Administrator - WHE	$ 47.75	
OVERHEAD RATE	212.35%	

ATTACHMENT E - RATE SCHEDULE		
OTHER DIRECT EXPENSES		
PROVIDER NAME:	**White Hawk Engineering & Design, LLC (WHE)**	
DIRECT EXPENSES	UNIT	UNIT COST
Mileage	Per Mile	Current State Rate
Tolls	Per Day Maximum	$ 50.00
Hotels	Per Person/Night	Current State Rate
Meals	Per Person/Day	Current State Rate
Flights Per Person	Max Rate	$ 750.00
Parking Per Day	Max Rate	$ 30.00
Rantal Car per Day	Max Rate	$ 125.00
Taxi/Ride Share per Ride	Max Rate	$ 50.00
USB Flashdrive	Each	$ 10.00
Standard Postage	Per Item	Current Postal Rate
Overnight Mail - letter size	Per Item	Current Postal Rate
Overnight Mail - oversized box	Per Item	Current Postal Rate
Printing/Photocopies B/W (8 1/2" X 11")	Per Sheet	$ 0.15
Printing/Photocopies B/W (11" X 17")	Per Sheet	$ 0.25
Printing/Photocopies Color (8 1/2" X 11")	Per Sheet	$ 1.00
Printing/Photocopies Color (11" X 17")	Per Sheet	$ 1.75
Plots B/W	per Sq. Ft.	$ 1.00
Plots Color	per Sq. Ft.	$ 1.75
1-Person Survey Crew (includes personnel, 1 GPS or robotic total station, and vehicle; mileage not included)	Per Hour	$ 145.00
2-Person Survey Crew (includes personnel, 1 GPS or robotic total station, and vehicle; mileage not included)	Per Hour	$ 185.00
3-Person Survey Crew (includes personnel, 1 GPS or robotic total station, and vehicle; mileage not included)	Per Hour	$ 250.00
Unmanned Aerial System (includes UAS, vehicle, FAA-licensed pilot, and observer; mobilization and mileage not included)	Per Day	$ 3,500.00
Terrestrial Laser Scanner	Per Day	$ 1,250.00
Mobilization	Each	$ 5,000.00
Ground Target	Each	$ 30.00

ATTACHMENT E - RATE SCHEDULE		
COST-PLUS PAYMENT BASIS		
PROVIDER NAME:	**ARS Engineers, Inc. (ARS)**	
DIRECT LABOR		
LABOR/STAFF CLASSIFICATION	**MAX HOURLY BASE RATE**	**MAX HOURLY CONTRACT RATE**
Principal - ARS	$ 113.05	
Project Manager - ARS	$ 108.20	
Engineer (Design) - Senior - ARS	$ 95.06	
Engineer (Design) - ARS	$ 81.17	
Engineer (Design) - Junior - ARS	$ 60.64	
Engineer-In-Training II - ARS	$ 48.95	
Engineer-In-Training I - ARS	$ 42.00	
Engineer Technician - Senior - ARS	$ 49.00	
CADD Operator - Senior - ARS	$ 51.70	
CADD Operator - ARS	$ 44.53	
GIS Operator - Senior - ARS	$ 45.16	
Surveyor (RPLS) - Senior - ARS	$ 92.22	
Surveyor (RPLS) - ARS	$ 77.06	
Surveyor (RPLS) - Junior - ARS	$ 60.64	
Survey Technician (Surveyor-In-Training) - SIT - ARS	$ 52.11	
Survey Field Crew Coordinator - ARS	$ 44.21	
Survey Technician - ARS	$ 39.16	
Engineer (Utilities) - Senior - ARS	$ 92.54	
Engineer (Utilities) - ARS	$ 70.11	
SUE Manager - ARS	$ 81.17	
SUE Field Manager - ARS	$ 52.80	
Utilities Coordinator - Senior - ARS	$ 81.48	
Utilities Coordinator - ARS	$ 56.53	
Utilities Field Inspector - Senior - ARS	$ 52.74	
Utilities Field Inspector - ARS	$ 41.69	
Engineering Specialist (Utility) - Senior - ARS	$ 61.00	
Administrative/Clerical - ARS	$ 45.65	
OVERHEAD RATE	187.85%	

ATTACHMENT E - RATE SCHEDULE		
OTHER DIRECT EXPENSES		
PROVIDER NAME:	**ARS Engineers, Inc. (ARS)**	
DIRECT EXPENSES	UNIT	UNIT COST
Travel		
Mileage	mile	Current State Rate
Lodging/Hotel (plus taxes/fees)	day/person	Current State Rate
Meals (excluding alcohol & tips) (overnight stay required)	day/person	Current State Rate
Surveying		
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use)	hour	$ 129.38
Control Monument - Excavated/Drilled, rocks, rocky soil. 2-4 inch depth	each	$ 103.50
Control Monument - Poured 2-3 feet	each	$ 310.50
Mobilization for Unmanned Aerial System (travel to project) (includes vehicle)	per project	$ 7,762.50
Mobilization for LiDAR Mobile Mapping System (travel to project) (includes vehicle)	mile	$ 10.35
Hydrographic Sonar Equipment	day	$ 517.50
Utility Engineering		
Ground Penetrating Radar (equipment only) (GPR owned by provider)	day	$ 258.75
Push Camera Mapping (equipment rental) (actual cost, not to exceed)	day	$ 362.25
Backfill (off-site purchase)	CY	$ 207.00
Surveying		
1-Person Survey Crew (includes personnel, 1 GPS or robotic total station, and vehicle; mileage not included)	hour	$ 174.00
2-Person Survey Crew (includes personnel, 1 GPS or robotic total station, and vehicle; mileage not included)	hour	$ 260.00
3-Person Survey Crew (includes personnel, 1 GPS or robotic total station, and vehicle; mileage not included)	hour	$ 311.00
Unmanned Aerial System (includes UAS, vehicle, FAA-licensed pilot, and observer; mobilization and mileage not included)	day	$ 3,750.00
LiDAR Mobile Mapping System (includes vehicle, operator, LiDAR technician, on-project mileage and fuel; mobilization not included)	day	$ 9,500.00
Subsurface Utility Engineering		
SUE Mobilization/Demobilization - portal to portal; vacuum excavation truck, equipment, travel time for 2-person crew, fuel	mile	$ 7.15
SUE Quality Level D - records research and CADD (including overhead utilities); overhead utilities measured per LF per utility owner	LF	$ 0.87

SUE Quality Level C - records research, CADD, and surveying (including overhead utilities and appurtenances); measured per LF per utility owner	LF	$	1.05
SUE Quality Level B (Utility Designation) - records research, designating, engineering, CADD, mapping, surveying, and limited traffic control	LF	$	2.31
SUE Quality Level A (Test Hole) 0 to 5 ft - engineering, CADD, surveying, vacuum excavation, and limited traffic control	each	$	1,568.00
SUE Quality Level A (Test Hole) >5 to 8 ft - engineering, CADD, surveying, vacuum excavation, and limited traffic control	each	$	1,925.00
SUE Quality Level A (Test Hole) >8 to 13 ft - engineering, CADD, surveying, vacuum excavation, and limited traffic control	each	$	2,613.00
SUE Quality Level A (Test Hole) >13 to 20 ft - engineering, CADD, surveying, vacuum excavation, and limited traffic control	each	$	3,383.00
SUE Quality Level A (Test Hole) >20 ft - engineering, CADD, surveying, vacuum excavation, and limited traffic control	foot	$	280.00
One (1) Designating Person (personnel, standard equipment, vehicle; mileage not included)	hour	$	198.00
Two (2) Designating Persons (personnel, standard equipment, vehicle; mileage not included)	hour	$	259.00
Two (2) Person Vacuum Excavation with equipment	hour	$	470.00
Hydro-Vacuum Excavation (equipment, materials, and labor)	hour	$	495.00
Coring and repairing pavement (includes labor, equipment, and materials)	each	$	460.00

ATTACHMENT E - RATE SCHEDULE		
COST-PLUS PAYMENT BASIS		
PROVIDER NAME:	**Professional Service Industries, Inc. (PSI)**	
DIRECT LABOR		
LABOR/STAFF CLASSIFICATION	**MAX HOURLY BASE RATE**	**MAX HOURLY CONTRACT RATE**
Support Manager - PSI	$ 74.27	
Quality Manager - PSI	$ 74.50	
Engineer, Senior - PSI	$ 69.71	
Engineer, Project - PSI	$ 62.50	
Engineer, Staff - PSI	$ 52.90	
Engineer-in-Training - PSI	$ 37.84	
Engineer Technician, Senior - PSI	$ 31.22	
Engineer Technician - PSI	$ 26.17	
Engineer Technician, Junior- PSI	$ 18.03	
OVERHEAD RATE	157.95%	

ATTACHMENT E - RATE SCHEDULE		
OTHER DIRECT EXPENSES		
PROVIDER NAME:	**Professional Service Industries, Inc. (PSI)**	
DIRECT EXPENSES	UNIT	UNIT COST
Travel		
Mileage	mile	State Rate
Lodging/Hotel - Taxes and Fees	day/person	$ 45.00
Lodging/Hotel (Taxes/fees not included)	day/person	State Rate
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	State Rate
Geotechnical Field Work		
Mobilization and Demobilization of Drilling Rig (Trips within 100 miles from office to site)	each	$ 600.00
Mobilization and Demobilization of Drilling Rig (Trips over 100 miles from office to site)	mile	$ 6.00
Mobilization and Demobilization of Drill Support Vehicles/Equipment, e.g. water truck, compressor trailer and tools, etc. (Trips within 100 miles from office to site)	each	$ 500.00
Mobilization and Demobilization of Drill Support Vehicles/Equipment, e.g. water truck, compressor trailer and tools, etc. (Trips over 100 miles from office to site)	mile	$ 5.00
Mobilization of coring equipment used to drill flexible and rigid pavement (2-man crew minimum, Labor paid separately)(less than 100 miles from office to site)	trip	$ 600.00
Mobilization of coring equipment used to drill flexible and rigid pavement (2-man crew minimum, Labor paid separately)(over 100 miles from office to site)	mile	$ 6.00
Soil Boring with Standard Penetration Test (SPT) Drilling and TxDOT Sampling (< 60 ft.)	Linear Foot	$ 45.00
Soil Boring with Standard Penetration Test (SPT) Drilling and TxDOT Sampling (>60 ft.)	Linear Foot	$ 49.00
Rock Coring (<60 ft)	Linear Foot	$ 68.00
Rock Coring (>60 ft)	Linear Foot	$ 72.00
ATV Surcharge (for rig installed on ATV)	Linear Foot	$ 5.00
Stand-by Time of Drilling Equipment	hour	$ 350.00
Borehole Grouting	Linear Foot	$ 12.00
Piezometer-2"	Linear Foot	$ 37.00
Piezometer Completion with Flush Mount w/ 2'x2' pad	each	$ 500.00
Piezometer Completion with Stick-Up and 4 bollards on 4'x4' pad	each	$ 1,250.00
Pavement Coring, 4-inch diam. Cores	inch	$ 16.00
Pavement Coring, 6-inch diam. Cores	inch	$ 20.00
Core Repair/Patch Asphalt Cold Mix	each	$ 50.00
Core Repair/Patch Concrete-Utilibond	each	$ 75.00
Traffic Control - Portable Message Board	day	$ 500.00
Traffic Control - Flashing Arrow Board	day	$ 600.00
Traffic Control -Attenuator Trucks (Lane/Shoulder Closure)	day	$ 1,600.00
Traffic Control -Attenuator Trucks (No Lane/Shoulder Closure)	day	$ 1,000.00

Traffic Control Services per TMUTCD (including all boards and use Attenuator Trucks)	day	$	5,150.00
Geotechnical Laboratory Testing			
Laboratory Compaction Characteristics of Soil Using Standard Effort - ASTM D698	each	$	295.00
Modified Proctor Test - ASTM D1557	each	$	325.00
Unconfined Compressive Strength (Soil) - ASTM D2166	each	$	75.00
Unconfined Compressive Strength (Rock) - ASTM D2938	each	$	75.00
Splitting Tensile Strength of Intact Rock Core Specimens - ASTM D3967	each	$	125.00
Direct Shear Test of Soils Under Consolidated Drained Conditions - ASTM D3080	set of 3	$	1,000.00
One-Dimensional Consolidation Properties of Soils Using Incremental Loading - ASTM D2435	each	$	550.00
One Dimensional Swell or Collapse of Soils - ASTM D4546	each	$	300.00
Dispersive Characteristics of Clay Soil by Double Hydrometer - ASTM D4221	each	$	215.00
Dispersive Characteristics of Clay Soil by Pinhole Test - ASTM D4647	each	$	300.00
Dispersive Characteristics of Clayey Soil by Crumb Test - ASTM D6572	each	$	50.00
Determining Slaking Time - Tex-102-E	each	$	118.00
Determining Moisture Content in Soil Materials - Tex-103-3	each	$	16.00
Determining Liquid Limits of Soils - Tex-104-E	each	$	55.00
Determining Plastic Soil Limits - Tex-105-e	each	$	55.00
Calculating the Plasticity Index of Soils - Tex-106-e	each	$	45.00
Determining the Bar Linear Shrinkage of Soils - Tex-107-e	each	$	58.00
Determining the Specific Gravity of Soils Tex-108-e	each	$	75.00
Particle Size Analysis of Soils, Tex-110-e	each	$	120.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve, Tex-111-e	each	$	70.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material, Tex-114-e	each	$	315.00
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils- Single Stage - Tex-131-e	set of 3	$	1,500.00
Determining Chloride and Sulfate Contents in Soils - Tex-620-J	each	$	150.00

ATTACHMENT E - RATE SCHEDULE		
COST-PLUS PAYMENT BASIS		
PROVIDER NAME:	**Infrastructure Development Engineering Associates, LLC (IDEA)**	
DIRECT LABOR		
LABOR/STAFF CLASSIFICATION	**MAX HOURLY BASE RATE**	**MAX HOURLY CONTRACT RATE**
Administrative/Clerical - IDEA	$ 25.00	
Construction Inspector I- IDEA	$ 30.00	
Construction Inspector II- IDEA	$ 35.00	
Construction Inspector III- IDEA	$ 45.00	
Construction Inspector III/IV- IDEA	$ 65.00	
Construction Project Engineer- IDEA	$ 60.00	
Engineer - Senior- IDEA	$ 72.00	
Engineer (Design)- IDEA	$ 45.00	
Engineer (Project)- IDEA	$ 55.00	
Engineer Technician- IDEA	$ 30.00	
Engineer-In-Training- IDEA	$ 35.00	
Field Coordinator- IDEA	$ 35.00	
Field Technician- IDEA	$ 25.00	
Laboratory Technician- IDEA	$ 20.00	
Flagger- IDEA	$ 25.00	
Geologist- IDEA	$ 45.00	
OVERHEAD RATE	120.00%	

ATTACHMENT E - RATE SCHEDULE		
OTHER DIRECT EXPENSES		
PROVIDER NAME:	**Infrastructure Development Engineering Associates, LLC (IDEA)**	
DIRECT EXPENSES	UNIT	UNIT COST
Determining Slaking Time Tex-102-E	each	$ 55.00
Determining the Bar Linear Shrinkage of Soils Tex-107-E	each	$ 55.00
Determining the Specific Gravity of Soils Tex-108-E	each	$ 85.00
Particle Size Analysis of Soils Tex-110-E	each	$ 165.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve Tex-111-E	each	$ 55.00
Admixing Lime to Reduce Plasticity Index of Soils Tex-112-E	each	$ 245.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials Tex-113-E	each	$ 350.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material Tex-114-E	each	$ 325.00
Ball Mill Method for Determining the Disintegration of Flexible Base Material Tex-116-E	each	$ 245.00
Triaxial Compression Test for Disturbed Soils and Base Materials Tex-117-E	each	$ 2,250.00
Triaxial Compression Test for Undisturbed Soils Tex-118-E	each	$ 110.00
Soil-Cement Testing- Part 1 Tex-120-E	each	$ 350.00
Soil-Cement Testing- Part 2 Tex-120-E	each	$ 375.00
Soil-Lime Testing- Part 1 Tex-121-E	each	$ 350.00
Soil-Lime Testing- Part 2 Tex-121-E	each	$ 375.00
Determining the Drainage Factor of Soil Materials Tex-123-E	each	$ 550.00
Determining Potential Vertical Rise Tex-124-E	each	$ 65.00
Determining Modulus of Sub-grade Reaction (K Value) Tex-125-E	each	$ 4,500.00
Molding, Testing, and Evaluating Bituminous Black Base Materials Tex-126-E	each	$ 2,500.00
Lime Fly-Ash Compressive Strength Test Methods- Part 1 Tex-127-E	each	$ 175.00
Lime Fly-Ash Compressive Strength Test Methods- Part 2 Tex-127-E	each	$ 175.00
Determining Soil pH Tex-128-E	each	$ 45.00
Measuring the Resistivity of Soil Materials Tex-129-E	each	$ 155.00
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils- Single Stage Tex-131-E	set of 3	$ 1,800.00
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils- Multiple Change Tex-131-E	set of 3	$ 1,500.00
Texas Cone Penetration Tex-132-E	each	$ 45.00
Freezing and Thawing Tests of Compacted Soil-Cement Mixture Tex-135-E	each	$ 450.00

Manual Procedure for Description and Identification of Soils Tex-141-E	each	$	60.00
Laboratory Classification of Soils for Engineering Purposes Tex-142-E	each	$	60.00
Determining Sulfate Content in Soils - Colorimetric Method Tex-145-E	each	$	135.00
Conductivity Test for Field Detection of Sulfates in Soil Tex-146-E	each	$	75.00
Determining Chloride and Sulfate Contents in Soils Tex-620-J	each	$	55.00
One-Dimensional Consolidation ASTM D2435	each	$	550.00
Soil Direct Shear (CD) Clay ASTM D3080	each	$	650.00
One Dimensional Swell, Method C ASTM D4546	each	$	225.00
One Dimensional Swell, Methods A & B ASTM D4646	each	$	185.00
Sieve Analysis for Fine and Coarse Aggregate Tex-200-F	each	$	110.00
Bulk Specific Gravity and Water Absorption of Aggregate Tex-201-F	each	$	90.00
Apparent Specific Gravity of Material Finer thant No. 50 Sieve Tex-202-F	each	$	90.00
Sand Equivalent Tex-203-F	each	$	120.00
Design of Bituminous Mixtures Tex-204-F	each	$	2,200.00
Laboratory Method of Mixing Bituminous Mixtures Tex-205-F	set of 3	$	160.00
Compacting Specimens Using the Texas Gyratory Compactor (TGC) Tex-206-F	set of 3	$	150.00
Determining Density of Compacted Bituminous Mixtures Tex-207-F (Part I)	each	$	60.00
Determining Mat Segregation Using a Density-Testing Gauge Tex-207-F (Part V)	each	$	75.00
Determining Density of Compacted Bituminous Mixtures (Vacuum Method) Tex-207-F (Part VI)	each	$	85.00
Determining Density of Permeable Friction Course (PFC) Mixtures Tex-207-F (Part VIII)	each	$	85.00
Test of Stabilometer Value of Bituminous Mixtures Tex-208-F	set of 3	$	125.00
Determining Asphalt Conent of Bituminous by Extraction Tex-210-F	each	$	185.00
Recovery of Asphalt from Bituminous Mixtures by the Abson Process Tex-211-F	each	$	220.00
Determining Moisture Content of Bituminous Mixtures Tex-212-F	each	$	50.00
Determining Hydrocarbon-Volatile Content of Bituminous Mixtures Tex-213-F	each	$	115.00
Determining Deleterious Material and Decantation Test for Coarse Aggregates Tex-217-F	each	$	115.00
Determining Flakiness Index Tex-224-F	each	$	100.00
Indirect Tensile Strength Test Tex-226-F	set of 3	$	85.00
Theoretical Maximum Specific Gravity of Bituminous Mixtures Tex-227-F	each	$	85.00

Combined HMAC Cold-Belt Sampling and Testing Procedure Tex-229-F	each	$	85.00
Determining Draindown Characteristics in Bituminous Mixtures Tex-235-F	each	$	80.00
Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method Tex-236-F	each	$	175.00
Superpave Gyratory Compacting of Test Specimens of Bituminous Mixtures Tex-241-F	set of 2	$	150.00
Hamburg Wheel-Tracking Test Tex-242-F	each	$	400.00
Thermal Profile Tex-244-F	each	$	165.00
Cantabro Loss Tex-245-F	each	$	170.00
Permeability or Water Flow of Hot Mix Asphalt Tex-246-F	each	$	75.00
Overlay Test Tex-248-F	set of 3	$	135.00
Determining Flat and Elongated Particles Tex-280-F	each	$	150.00
Effect of Water on Bituminous Paving Mixtures Tex-530-C	each	$	130.00
Compressive Strength of Cement Mortars ASTM C109	set of 3	$	75.00
Sieve Analysis of Fine and Coarse Aggregate Tex-401-A	each	$	70.00
Fineness Modulus of Fine Aggregate Tex-402-A	each	$	85.00
Saturated Surface-Dry Specific Gravity and Absorption of Aggregates Tex-403-A	each	$	100.00
Determining Unit Mass (Weight) of Aggregates Tex-404-A	each	$	80.00
Determining Pecent Voids and Solids in Concrete Tex-405-A	each	$	75.00
Material Finer than 75 micrometer (No. 200) Sieve in Minderal Aggregates (Decantation Test for Concrete Aggregates) Tex-406-A	each	$	75.00
Organic Impurities in Fine Aggregate for Concrete Tex-408-A	each	$	95.00
Free Moisture and Water Absorption in Aggregate for Concrete Tex-409-A	each	$	80.00
Abrasion of Coarse Aggregate Using the Los Angeles Machine Tex-410-A	each	$	250.00
Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate Tex-411-A	each	$	275.00
Determining Deleterious Material In Mineral Aggregate Tex-413-A	each	$	100.00
Unit Weight, Yield, and Air Content (Gravimetric) of Concrete Tex-417-A	each	$	65.00
Compressive Strength of Cylindrical Concrete Specimens Tex-418-A	each	$	25.00
Compressive Strength of Concrete Using Portions of Beams Broken in Flexure Tex-419-A	each	$	60.00
Splitting Tensile Strength of Cylindrical Concrete Specimens Tex-421-A	each	$	90.00
Determining Pavement Thickness by Direct Measurement Tex-423-A	each	$	40.00
Obtaining and Testing Drilled Cores of Concrete Tex-424-A	each	$	150.00
Absorption and Dry Bulk Specific Gravity of Lightweight Coarse Aggregate Tex-433-A	each	$	100.00

Measuring Texture Depth by the Sand Patch Method Tex-436-A	each	$	75.00
Test Flow of Grout Mixtures (Flow Cone Method) Tex-437-A	each	$	90.00
Detemining Compressive Strength of Grouts Tex-442-A	each	$	25.00
Flexural Strength of Concrete Using Simple Beam Third-Point Loading Tex-448-A	each	$	45.00
Capping Cylindrical Concrete Specimens Tex-450-A	each	$	40.00
Determining Crushed Face Particle Count Tex-460-A	each	$	125.00
Degradation of Coarse Aggregate by Micro-Devel Abrasion Tex-461-A	each	$	275.00
Acid Insoluble Residue for Fine Aggregate Tex-612-J	each	$	60.00
Test Method for Volatile Content in Coatings (% Solids) ASTM D2369	each	$	75.00
Volumetric Shrinkage ASTM D427	each	$	90.00
Standard Proctor Test ASTM D698	each	$	265.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials Tex-113-E	each	$	285.00
California Bearing Ratio (Single Sample without MD Curve) ASTM D1883	test	$	400.00
Hydraulic Conductivity Permeability ASTM D2434	each	$	450.00
One Dimensional Consolidation Properties of Soil ASTM D2435	each	$	450.00
Unconfined Compressive Strength (Rock) ASTM D2938	each	$	60.00
Unconfined Compressive Strength soil ASTM D2166	each	$	50.00
Unconsolidated Undrained, UU Triaxial Tests ASTM D2850	each	$	90.00
Direct Shear Test of Soils Under Consolidated Drained Conditions ASTM D3080	set of 3	$	1,050.00
Direct Shear Test Crushed Stone			
Splitting Tensile of Intact Rock Core ASTM D3967	each	$	80.00
Water Stand Pipes ASTM D4043	LF	$	30.00
Calcium Carbonate Content of Soils ASTM D4373	each	$	55.00
Hydraulic Conductivity Permeability ASTM D4511	each	$	450.00
Permeability of Silt and Clays ASTM D5084	each	$	375.00
Suction Test (Filter Method) ASTM D5298	each	$	75.00
Organic Matter Content by Loss of Ignition ASTM D2974	each	$	55.00
Test Pits and Bulk Sampling (Using Backhoe)	day	$	2,850.00
Soil Sampling on Freeway at night on Major Freeway	LF	$	55.00
Rock Coring and Sampling at Night	LF	$	70.00
Night Drilling with Truck on Major Highway with Traffic Control	day	$	4,200.00
Soil Boring with SPT ASTM D1586	LF	$	45.00
Soil Boring/Rock Coring with TCP (< 60 ft.) Tex-132-E	LF	$	50.00
Soil Boring/Rock Coring with TCP (> 60 ft.) Tex-132-E	LF	$	65.00
Soil Boring/Rock Coring without TCP (< 60 ft.)	LF	$	45.00
Soil Boring /Rock Coring without TCP (> 60 ft.)	LF	$	60.00
Pavement Coring and Patching	each	$	350.00

Mobilization of Drilling Rig (Trips less than 100 miles from office to site)	each	$ 600.00
Mobilization of Drilling Rig (Trips over 100 miles from office to site)	mile	$ 7.50
GPR Data Collection	day	$ 2,500.00
Falling Weight Deflection (FWD)	day	$ 2,500.00
Heavy Weight Deflection (HWD)	day	$ 2,800.00
Borehole Grouting - Bentonite Chips	LF	$ 10.00
Piezometer - 2"	LF	$ 55.00
Piezometer Completion/Abandonment	each	$ 650.00
Manhole Cover for Piezometer	each	$ 450.00
Dynamic Cone Penetrometer ASTM D6951	LF	$ 125.00
Traffic Control Operations - Frontage Road Lane Closure	day	$ 4,500.00
Traffic Control Operations - Main Lane Closure	day	$ 6,500.00
Lodging/Hotel (Taxes / fees not included)	day/person	Current State Rate
Lodging/Hotel - Taxes and fees	day/person	$ 35.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	Current State Rate
Mileage	mile	Current State Rate
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	$ 85.00
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed)	day	$ 150.00
Toll Charges	each	$ 10.00
Air Travel	Rd Trip/person	$ 1,000.00
Oversize, special handling or extra baggage airline fees (with advance coordination with CTRMA)	each	$ 150.00
Parking	day	$ 20.00
Rental Car Fuel	gallon	$ 5.00
Taxi/Cab Fare	each / person	$ 45.00
Postage & shipping (metered/bulk)	month	$ 150.00
Materials and Shipping	per package	$ 250.00
Standard Postage	letter	Current State Rate
Overnight Mail - letter size	each	Current State Rate
Overnight Mail - oversized box	each	$ 40.00
Courier Services	each	$ 60.00
Certified Letter Return Receipt	each	Current State Rate
Photocopies B/W (8 1/2" X 11")	each	$0.10
Photocopies B/W (11" X 17")	each	$0.20
Photocopies Color (8 1/2" X 11")	each	$0.75
Photocopies Color (11" X 17")	each	$1.25
Digital Ortho Plotting	sheet	$2.00
Plots (B/W on Bond)	square foot	$1.25
Plots (Color on Bond)	square foot	$1.75
Plots (Color on Photographic Paper)	square foot	$4.50
Cardstock Color (8 1/2" x 11")	each	$0.25
Notebooks	each	$2.50
4" X 6" Digital Color Print	picture	$0.45

Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day	$	65.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	day	$	95.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	month	$	1,500.00
Construction Truck 4X4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed)	day	$	150.00
Construction Truck 4x4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed)	month	$	1,750.00
Cylinder Molds	each	$	3.00
Monthy housing and food allowance - This rate shall be used when an Apartment, House, or RV Lot is rented. (Includes Apartment/House Rental or Rental of Lot at RV Park, Travel Trailer Expense, and Utilities, Taxes, & Meals). The only receipt necessary for the reimbursement of this rate is for the Apartment, House, or RV Lot Rental. ONLY full-time inspectors who are in the field inspecting the designated construction projects may use this rate. The inspector must be in the field a minumum of 3 weeks per calendar month to use this monthly per diem rate. Daily per diem rates cannot be used by the same inspector that uses the monthly per diem rate in the same calendar month. Use of this rate shall be substantiated by timesheets submitted for the full time field personnel inspecting the construction projects.	each/month	$	2,850.00
Air Card / Hot Spot	each/month	$	100.00
DMI - Digital Measuring Instrument	each	$	400.00
Mobilization/Demobilization Laboratory	each	$	2,500.00
AASHTO Accreditation Aggregates Laboratory	each	$	6,500.00
AASHTO Accreditation Hot Mix Laboratory	each	$	7,500.00
AASHTO Accreditation Soil Laboratory	each	$	6,500.00
CCRL Accreditation	each	$	8,000.00
Equipment Calibration	each	$	2,500.00
Office Trailer Rental	each	$	1,780.00
GPS Receiver (rates applied to actual time GPS units are in use)	hour	$	50.00
PPE	each/person/year	$	250.00

ATTACHMENT E - RATE SCHEDULE		
COST-PLUS PAYMENT BASIS		
PROVIDER NAME:	**Toole Design, Inc. (TDI)**	
DIRECT LABOR		
LABOR/STAFF CLASSIFICATION	**MAX HOURLY BASE RATE**	**MAX HOURLY CONTRACT RATE**
Principal-in-Charge - TDI	$90.52	
Project Manager - TDI	$62.95	
Landscape Architect Lead - TDI	$64.22	
Engineer Lead - TDI	$68.66	
Senior Landscape Architect - TDI	$54.56	
Engineer - TDI	$42.14	
Landscape Designer - TDI	$33.01	
Technician Manager - TDI	$47.56	
OVERHEAD RATE	173.95%	

ATTACHMENT E - RATE SCHEDULE		
OTHER DIRECT EXPENSES		
PROVIDER NAME:	**Toole Design, Inc. (TDI)**	
DIRECT EXPENSES	UNIT	UNIT COST
Flight, Roundtrip	Max Cost/Person	$ 500.00
Hotel/Lodging	Per Night/Person	Current State Rate
Meals & Incidentals, per diem (GSA-Austin, TX)	Per Day/Person	Current State Rate
Rental Car	Max Cost/Day	$ 75.00
Mileage	Per Mile	Current State Rate
Parking	Per Day	$ 35.00
Rideshare/taxi, per trip	Max Cost	$ 50.00
Copies-black & white	Per Page	$ 0.35
Copies-color,	Per Page	$ 1.00
Plots-black & white	Per Page	$ 5.00
Plots-color	Per Page	$ 65.00
Display board (plot, mount, laminate)	Per Board	$ 260.00
Express postage-small	Per Package	Current Postal Rate
Express postage-large	Per Package	Current Postal Rate

ATTACHMENT F

Work Schedule

to be provided with each work authorization

ATTACHMENT G
Computer Graphics for Document and Information Exchange

to be provided with each work authorization

ATTACHMENT H
Subcontracting

WHITE HAWK ENGINEERING & DESIGN, LLC planned subcontract team members at the Contract effective date:

ARS Engineers, Inc.
Infrastructure Development Engineering Associates, LLC
Professional Service Industries, Inc.
Toole Design Group, LLC