

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

RESOLUTION NO. 25-069

**APPROVING AN AGREEMENT WITH BERRY, DUNN, MCNEIL & PARKER, LLC
FOR ENTERPRISE RESOURCE PLANNING PROJECT MANAGEMENT AND
IMPLEMENTATION SERVICES**

WHEREAS, the Mobility Authority recognizes the need to modernize its technology and business processes by implementing a best-in-class, adaptable class Enterprise Resource Planning (ERP) solution, and will undertake a structured evaluation and planning process to select a system that meets the Mobility Authority's future needs; and

WHEREAS, the Mobility Authority issued a request for proposals (RFP) to firms interested in providing ERP Project Management and Implementation services to the Mobility Authority on June 3, 2025; and

WHEREAS, the Mobility Authority received responses to the RFP from seven (7) firms by the July 7, 2025 deadline; and

WHEREAS, following the review of responses, the Mobility Authority staff prepared a shortlist of three (3) firms determined to be the most highly qualified based on the evaluation of the responses to the RFP to proceed to the interview process; and

WHEREAS, following the interviews, staff determined it was in the best interest of the Mobility Authority to request Best and Final Offers ("BAFOs") from the three (3) shortlisted firms; and

WHEREAS, the Mobility Authority staff conducted final scoring of BAFO responses and established a ranking of the eligible firms; and

WHEREAS, based on their evaluation, staff recommended that the Executive Director negotiate a contract with Berry, Dunn, McNeil & Parker, LLC ("BerryDunn") to provide ERP Project Management and Implementation services; and

WHEREAS, the Executive Director and BerryDunn have negotiated an agreement to provide ERP Project Management and Implementation services to the Mobility Authority in the amount of \$690,738.00 which is attached hereto as Exhibit A and sets forth the Scope of Services, Compensation and other terms; and


WHEREAS, the Executive Director recommends that the Board authorize him to finalize and execute the proposed agreement in substantially the form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts and approves the agreement in substantially the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute the agreement with BerryDunn in the amount of \$690,738.00 for ERP Project Management and Implementation services.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority 17th day of December 2025.

Submitted and reviewed by:


James M. Bass
Executive Director

Approved:



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

Exhibit A

**ENTERPRISE RESOURCE PLANNING PROJECT MANAGEMENT AND
IMPLEMENTATION SERVICES AGREEMENT
BETWEEN
THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
BERRY, DUNN, MCNEIL & PARKER, LLC**

This Enterprise Resource Planning (“ERP”) Project Management and Implementation Services (“ERP PMI Services”) Agreement (the “Agreement”) is made and entered into by and between the Central Texas Regional Mobility Authority (the “CTRMA”), a Texas political subdivision, and Berry, Dunn, McNeil & Parker, LLC, (the “Consultant”), a Maine limited liability company, to be effective as of the [____] day of [____], 2025 (the “Effective Date”).

WITNESSETH:

WHEREAS, the CTRMA desires to obtain the services of a firm to provide ERP PMI Services to the CTRMA in support of its mission and goals; and

WHEREAS, the CTRMA solicited proposals from firms interested in providing ERP PMI Services and Consultant was among the respondents; and

WHEREAS, based on the representations and experience reflected in the response to the request for proposals submitted by Consultant and statements and representations made during interviews conducted as part of the procurement process, the CTRMA selected Consultant as the best qualified firm to provide ERP Services; and

WHEREAS, by Resolution No. 25-[____], the CTRMA’s Board of Directors (“Board of Directors”) approved the selection of Consultant and authorized the CTRMA’s Executive Director to finalize and execute a contract for ERP PMI Services.

NOW, THEREFORE, the CTRMA and Consultant, in consideration of the mutual covenants and agreement herein contained, do hereby agree as follows:

**ARTICLE I
RETENTION OF THE CONSULTANT**

The CTRMA agrees to and hereby retain Consultant as an independent contractor, in accordance with the terms and conditions of this Agreement. Consultant will be required to complete tasks described herein, in consultation with the CTRMA and within the budget established by the Board of Directors.

**ARTICLE II
SCOPE OF SERVICES**

Consultant covenants and agrees to provide ERP project management services which may include, but not be limited to, discovery and assessment of software solutions, development of software solution procurement documentation, system integrator procurement documentation, and contract negotiations for software solution and system integration solutions (the “Project

Management Services”) and ERP implementation services which may include, but not be limited to contract management and oversight during system implementation (the “Implementation Services”). The foregoing items, however, are considered to be part of the Services whether or not they are more fully described in the Scope of Services, as set forth in the attached Appendix A (the Project Management Services and Implementation Services collectively referred to as the “Services”) in a professional and complete manner in all respects. The Services may be performed directly by Consultant or, subject to the agreement of the CTRMA, provided by Consultant through its subcontractors and subconsultants. Consultant agrees to provide adequate staff and resources at all times throughout the term of this Agreement to provide the Services promptly and professionally as requested by the CTRMA. Without limiting any of its other rights under this Agreement or otherwise, the CTRMA may withhold payment of fees to Consultant for certain Services if Consultant’s performance fails to comply with industry standards, is not performed by specified deadlines, or fails to meet any other provision of this Agreement regarding the Services, and the failure or noncompliance is not due to the fault of the CTRMA.

ARTICLE III WORK PRODUCT AND CONFIDENTIAL INFORMATION

1. Ownership of materials and products.

In accordance with the terms of this Agreement, all work product, deliverables, and intellectual property rights (including copyrights, trademarks, patents, and trade secrets) conceived, developed, or reduced to practice by Consultant in the course of performing the Services for the CTRMA (“Work Product”) will at all times be and remain the property of the CTRMA.

Consultant retains all rights, title, and interest in and to any pre-existing materials, tools, methodologies, software, or know-how developed or acquired by Consultant prior to or independently of this Agreement, and any general skills, experience, and knowledge Consultant acquires during the course of performing the Services.

2. Confidential Information.

“Confidential Information” is (i) all information relating to the CTRMA or its operations (whether in writing or otherwise) that has been provided or shown to the Consultant or any of its representatives by or on behalf of the CTRMA and (ii) all notes, analyses, compilations, studies, and other materials containing or in any way derived from information described in Subsection (i) above; however, Confidential Information does not include information that becomes generally publicly available other than as a result of disclosure by Consultant or any of its representatives in violation of this Section.

Except as otherwise required by applicable law, Consultant will not, and will not allow its representatives to, use the Confidential Information for any purpose other than as contemplated by this Agreement or disclose Confidential Information to any person or entity other than its representatives that (i) need to know the Confidential Information for the purposes contemplated by this Agreement, (ii) are first approved by the CTRMA, and (iii) agree to be bound by confidentiality provisions no less restrictive than this Section. Promptly upon the CTRMA’s

written request, Consultant will return to the CTRMA or destroy all Confidential Information held by Consultant or its representatives. If Consultant renders Confidential Information unrecoverable, it will so certify in writing and promptly deliver to CTRMA reasonably acceptable supporting evidence that such Confidential Information has been rendered unrecoverable. If Consultant or any of its representatives is requested or required under applicable law to disclose Confidential Information, Consultant will promptly notify the CTRMA in writing and cooperate with the CTRMA in lawful actions to prevent disclosure.

Consultant acknowledges and agrees that a breach of this Section by Consultant may cause the CTRMA irreparable harm for which an award of money damages may be inadequate; therefore, in the event of a breach or threatened breach of this Section, in addition to remedies available at law, the CTRMA is entitled to seek equitable relief, including injunctive relief and specific performance, without proof of actual damages. **CONSULTANT WILL INDEMNIFY AND DEFEND THE CTRMA, ITS DIRECTORS, OFFICERS, ADMINISTRATORS, AND EMPLOYEES AGAINST ALL DAMAGES, LOSSES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND LITIGATION EXPENSES (AS DEFINED HEREIN)), ARISING OUT OF OR RELATING TO ANY UNAUTHORIZED USE OR DISCLOSURE BY CONSULTANT OR ITS REPRESENTATIVES OF THE CONFIDENTIAL INFORMATION OR ANY OTHER VIOLATION OF THIS SECTION.**

ARTICLE IV TERM AND TERMINATION

This Agreement is for a term of one (1) year from the Effective Date, terminating on the [] day of [], 202[] (the "Initial Term"). There may be two (2) successive one (1) year renewal terms following the expiration of the Initial Term, each of which shall be subject to approval of the CTRMA Executive Director.

CTRMA may terminate this Agreement for convenience in its sole discretion at any time and thereby sever the independent contractor relationship between Consultant and the CTRMA, by providing a minimum of thirty (30) days prior written notice of its election to terminate to Consultant.

The CTRMA may terminate this Agreement for cause if Consultant fails to satisfactorily perform or adhere to any provisions of this Agreement, breaches the confidentiality requirements, files, or a third-party files against Consultant, a petition in bankruptcy, or otherwise engages in activity that, in the CTRMA's sole judgment, would subject the CTRMA in any manner to damages, liability, or damage to the CTRMA's reputation. The CTRMA shall provide written notice to Consultant of its intent to terminate this Agreement for cause. The termination of this Agreement shall be effective upon the fifteenth (15th) day after receipt of the notice by Consultant if Consultant has not cured or rectified the issue to the satisfaction of the CTRMA. Upon any termination, the CTRMA shall pay any undisputed fees, including non-cancelable expenses, approved by the CTRMA in accordance with the terms of this Agreement which are incurred before the termination date provided that Consultant has made reasonable efforts to mitigate all costs or other damages associated with the termination.

Termination of this Agreement for any reason will not relieve either party from its obligation to perform up to the date of termination or to perform all obligations that survive termination. Consultant will not be entitled to any compensation for any work or services performed or provided after the termination date. If before the termination of this Agreement, CTRMA makes payments hereunder attributable to periods after termination, Consultant will refund those payments to CTRMA within 30 days of the termination date. Consultant will not be entitled to any compensation for any work performed or provided after the termination date. Nothing in this Subsection will limit the rights otherwise available to a party arising from the breach of this Agreement.

ARTICLE V PAYMENT FOR SERVICES

1. Compensation. The total contract amount is an amount not to exceed \$690,738.00. In no event will the total contract amount be exceeded without prior approval by the CTRMA Board of Directors.

All payments to be made by the CTRMA to Consultant pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The CTRMA acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code.

2. Work Authorizations. Each activity, task, or project related to the Services shall be performed pursuant to a separate Work Authorization, signed by the CTRMA and the Consultant. Work shall be performed in accordance with the scope, schedule, and budget set forth in said Work Authorization. The standard form of Work Authorization is attached hereto as Appendix D and made a part hereof. The standard form of Work Authorization may be modified during the term of this Agreement at the direction of the CTRMA or as agreed to by the Parties. No amendment of this Agreement is required if the standard form of Work Authorization is amended.

Upon written (including emailed) request from the CTRMA, the Consultant shall prepare a Work Authorization for a specific task or project, to be submitted for the CTRMA's approval. A proposed Work Authorization must be submitted within thirty (10) days of receipt of the written (or emailed) request. No work shall begin on the activity until the Work Authorization is approved by the CTRMA's Chief Financial Officer and is fully executed. The basis for payment on each Work Authorization will be stated in the Work Authorization as either (i) a fixed amount for each deliverable comprising the Project Management Services, as shown in Appendix B, which may be paid in monthly payments or a lump sum, or (ii) for the Implementation Services, using the houshown in Appendix B. As applicable, a maximum "not-to-exceed" amount for the work will be identified in the Work Authorization, and in no event will the maximum be exceeded without prior written approval by the CTRMA Chief Financial Officer.

The assignment and authorization of work, if any, shall be at the sole discretion of the CTRMA.

3. **Reimbursement.** The compensation described above is anticipated by the CTRMA and the Consultant to be full and sufficient compensation and reimbursement for the performance of the Services. The Consultant shall not be entitled to reimbursement from the CTRMA for out-of-pocket expenses incurred by the Consultant related to the performance of its duties under this Agreement.

4. **Attendance at Meetings.** At the request of the CTRMA, Consultant shall provide appropriate personnel for meetings of the CTRMA Board of Directors, conferences at its offices, or attend meetings and conferences or at the various offices of other consultants serving the CTRMA. Without limiting the foregoing, Consultant shall provide personnel for periodic meetings with other parties when requested by the CTRMA and at such locations designated by the CTRMA.

5. **Invoicing.** Consultant shall bill the CTRMA for Services rendered and the reimbursable expenses incurred by providing to the CTRMA a monthly invoice dated on the last day of each month and delivered on or before the 15th day of the following month. For any time and materials services, each monthly invoice shall describe in detail the Services performed, hours worked and rate, and the reimbursable expenses incurred by Consultant from, as applicable, the first day of the month through the last day of that month (each such period being called a “Pay Period” under this Agreement). Each Consultant employee or separately billed subconsultant must report the tasks they performed, and the amount of time spent performing those tasks. For any deliverable-based fixed fee services, each monthly invoice shall describe the deliverable(s) for which the invoice requests payment, as well as the progress completion against that deliverable(s) for work performed through the last day of that Pay Period – as well as any reimbursable expenses incurred by Consultant for that Pay Period. Each monthly invoice must include the total amounts payable for the Pay Period, the total amount paid during the then-current calendar year, and such other detail or information as the CTRMA requests from time to time. Consultant shall certify each monthly invoice as true and correct, and as accurately reflecting billings incurred for the month for which invoiced Services were provided and reimbursable expenses were incurred.

Upon receipt of an invoice that complies with all requirements set forth herein, the CTRMA shall pay all undisputed amounts, which are due and payable within thirty (30) days. The CTRMA reserves the right to withhold payment of all or part of a Consultant billing statement in the event of any of the following: (1) dispute over the work or costs thereof is not resolved within a thirty (30) day period; (2) pending verification of satisfactory work performed; or (3) if required reports are not received.

Monthly invoices shall be sent via email to invoices@ctrma.org.

ARTICLE VI SUBCONSULTANTS AND KEY PERSONNEL

Consultant may provide for the performance of portions of the Services through one or more subconsultants, provided that any subconsultant proposed to be utilized are approved, in advance and in writing, by the CTRMA. In the event Consultant does utilize one or more approved subconsultants, Consultant shall remain fully liable for the actions or inactions of such subconsultants and shall be solely responsible for compensating the subconsultants.

Consultant acknowledges and agrees that the individual(s) identified as Key Personnel on Appendix C are key and integral to the satisfactory performance of Consultant under this Agreement. Throughout the term of this Agreement, Consultant agrees that the identified individual(s), whether employee(s) of Consultant or of an approved subconsultant selected and engaged by Consultant, will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto. The failure or inability of any such individual to devote sufficient time and attention to the Services shall, at the CTRMA's option, constitute a default requiring Consultant promptly to replace said individual with a person suitably qualified and otherwise acceptable to the CTRMA. In the event of the death or disability of any such individual or his/her disassociation from Consultant, Consultant shall have thirty (30) days in which to identify and propose a replacement acceptable to CTRMA. The failure to identify an acceptable replacement shall be an event of default. In no event shall Consultant transfer, or reassign any individual identified on Appendix C except as instructed by, or with the prior written consent of, the CTRMA.

Consultant shall use its best efforts to enhance continuity in the Key Personnel, subconsultants selected and engaged by Consultant, and other employees regularly performing the Services. Consultant shall notify the CTRMA regarding the scheduling of the Key Personnel's corporate activities, vacations, and other engagements during which he or she is unavailable for the Services if such unavailability could materially impact the timely and effective provision of Services to the CTRMA. Individuals may be added to Appendix C with the mutual written consent of Consultant and the CTRMA (email to be deemed sufficient).

ARTICLE VII REMOVAL OF PERSONNEL

All persons providing the Services, whether employees of Consultant or of an approved subconsultant selected and engaged by Consultant, shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any such person who, in the opinion of the CTRMA, is incompetent or by his or her conduct becomes detrimental to the provision of the Services shall, upon request of the CTRMA, promptly be removed from providing the Services to the CTRMA. Consultant shall furnish the CTRMA with an equally qualified candidate for replacement of the removed person within ten (10) days thereafter; provided, however, said candidate shall not begin work under this Agreement unless and until approved by the CTRMA.

ARTICLE VIII RELATIONSHIP BETWEEN THE PARTIES

The parties recognize that the CTRMA, through its Executive Director and assigned staff, manage the day-to-day business and affairs of the CTRMA and that only an independent contractor relationship, and no other type of relationship, exists between the CTRMA and Consultant. Consultant acknowledges and agrees that neither it, nor any of Consultant's employees, officers, agents, or contractors, shall be considered an employee of the CTRMA for any purpose.

Consultant has no authority to enter into any contract binding upon the CTRMA, or to create any obligation on behalf of the CTRMA, without express and specific written authorization from the Executive Director. Under no circumstances may Consultant represent to suppliers,

contractors, subcontractors, or any other parties that Consultant, its employees, and affiliates are employees of the CTRMA or serve the CTRMA in any capacity other than as an independent contractor. Consultant shall clearly inform others that it has no authority to bind the CTRMA, unless the CTRMA specifically authorizes otherwise in writing.

In the performance of the Services, Consultant as an independent contractor possesses the sole right to supervise, manage, operate, control, and direct the performance of the details incident to the Services. Consultant is not entitled to any insurance, pension, vacation, sick leave, or other benefits customarily afforded to employees of the CTRMA. Nothing in this Agreement is deemed or construed to create a partnership, joint venture, or joint enterprise; or relationship of employee-employer or principal-agent.

ARTICLE IX REPRESENTATION AND WARRANTIES

Consultant represents and warrants that the individual executing this Agreement on behalf of Consultant is duly authorized by Consultant to do so, and that this Agreement constitutes a valid and legally binding agreement of Consultant enforceable against it in accordance with its terms.

Consultant further represents and warrants to the CTRMA that Consultant:

(a) is under no contractual or other restriction or obligation, the compliance with which is inconsistent with or would hinder the execution of this Agreement, the performance of Consultant's obligations hereunder, or of the rights of the CTRMA hereunder;

(b) in relation to its engagement hereunder, and without limiting the representation in preceding clause, is not a contractor, or representative of, or contractor for any other firm currently under contract with the CTRMA or intending to bid for any contract;

(c) is under no financial constraints that would hinder the full performance of the obligations under this Agreement;

(d) is not under contract, and must not without the CTRMA's prior written consent, contract with any company, organization, or person that the CTRMA reasonably believes to be in opposition or hostile to the CTRMA's operation and mission;

(e) has the necessary expertise, experience, and resources to perform the Services;

(f) will perform the Services in a professional and workmanlike manner, consistent with generally accepted industry standards; and

(g) will comply with all applicable laws and regulations in the performance of the Services.

ARTICLE X INDEMNIFICATION; LIMITATION ON LIABILITY

CONSULTANT SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CTRMA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND CONSULTANTS FROM ANY THIRD PARTY CLAIMS, COSTS, EXPENSES, OR LIABILITIES OF ANY TYPE OR NATURE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS (COLLECTIVELY, "CLAIMS"), TO THE EXTENT ARISING FROM CONSULTANT'S PERFORMANCE OF THE SERVICES TO BE ACCOMPLISHED UNDER THIS AGREEMENT, OR CONSULTANT'S FAILURE TO PERFORM SUCH SERVICES, WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT, OR STRICT LIABILITY. CONSULTANT ALSO SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CTRMA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND CONSULTANTS FROM ANY CLAIMS (AS DEFINED ABOVE), TO THE EXTENT ARISING FROM CONSULTANT'S MATERIAL BREACH OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION WITH RESPECT TO ARTICLE III). IN THE EVENT THE CTRMA, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS ARE FOUND, INDIVIDUALLY OR COLLECTIVELY, TO BE PARTIALLY AT FAULT WITH RESPECT TO A CLAIM (AS DEFINED ABOVE) UNDER THIS PARAGRAPH, CONSULTANT SHALL, NEVERTHELESS, INDEMNIFY THE CTRMA, AND ITS EMPLOYEES, DIRECTORS, AGENTS AND CONSULTANTS FROM AND AGAINST THE PORTION OF SUCH CLAIM RELATING TO PERCENTAGE OF FAULT ATTRIBUTABLE TO CONSULTANT, ITS EMPLOYEES, AGENTS, OR CONTRACTORS SELECTED AND ENGAGED BY CONSULTANT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

ARTICLE XI GENERAL PROVISIONS

1. Force Majeure. Neither party shall be liable for any delay or failure in performance of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, epidemics, pandemics, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

2. Compliance with Laws. Consultant and the CTRMA each shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, codes, and regulations, and with the orders and decrees of any courts, administrative bodies, or tribunals in any matter affecting its performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, and licensing laws and regulations.

3. Audit. The CTRMA shall have the exclusive right to examine Consultant's books and records to verify the costs or expenses incurred in the performance of this Agreement and for the purpose of checking the amount of work performed by Consultant. Consultant 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 term of the Agreement and for four (4) years from the date of final payment under this Agreement or until pending litigation has been completely and fully resolved, whichever occurs last. The CTRMA or any of its duly authorized representatives, the Texas Department of Transportation ("TxDOT"), the Federal Highway Administration ("FHWA"), the United States Department of Transportation Office of Inspector General and the Comptroller General shall have access to any and all books, documents, papers and records of Consultant which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

4. Public Information Act. This Agreement, the deliverables, and the Work Product are or will become the property of the CTRMA and may be subject to disclosure under the Public Information Act (Texas Government Code Chapter 552). Consultant covenants to familiarize itself with the provisions of that act. In no event will the CTRMA or any of its agents, representatives, operators, directors, officers, or employees be liable to Consultant for the disclosure of all or any portion of this Agreement or the Work Product. If the CTRMA receives a request for public disclosure of any portion of Consultant's information that has been provided to the CTRMA, to the extent required by law, the CTRMA will notify Consultant of the request and give Consultant an opportunity to assert, in writing, a claimed exception under the Public Information Act or other applicable law within the time period specified by law. the CTRMA may elect to seek one or more exceptions to disclosure under the act; nonetheless, Consultant will be solely responsible.

5. Entire Agreement. This Agreement is the entire agreement of the parties, and supersedes any and all oral representations, warranties, understandings, stipulations, agreements, or promises pertaining to this Agreement that are not incorporated in writing in this Agreement.

6. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

7. Exclusive Jurisdiction and Venue. Consultant agrees that the exclusive jurisdiction and venue for any legal action or proceeding, at law or in equity, arising out of or relating to the Agreement, shall be in Travis County, Texas. Consultant waives all objections it might have to the jurisdiction or venue of such court and hereby consents to such court's jurisdiction, regardless of Consultant's residence or domicile, for any such action or proceeding.

8. Invalidity. If any term or condition of this Agreement is declared legally invalid or unenforceable by a court of competent jurisdiction, that decision does not affect the validity of any remaining terms and conditions in this Agreement. Terms and conditions not declared invalid remain in full force and effect as if this Agreement had been executed without the inclusion of the invalid term or condition.

9. Modification. This Agreement may not be changed, altered, or modified unless in writing and signed by the parties.

10. Assignment. Neither party will assign or transfer their rights or obligations under this Agreement without the signed written consent of the other party.

11. **Waiver.** Waiver by the CTRMA or Consultant of any breach of this Agreement by the other party is not effective unless in writing, and no such waiver operates as a waiver of any subsequent breach.

12. **Acknowledgment.** Each party agrees by its signature to this Agreement that it (a) fully understands the Agreement's purposes, terms, and provisions, (b) has obtained advice of legal counsel for review of this Agreement and has had substantial involvement in its preparation, and (c) expressly acknowledges receipt of a copy of this Agreement.

13. **Benefits Inured.** This Agreement is solely for the benefit of the parties and their permitted successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed or construed to, create or confer any rights, remedies, or causes of action in or to any other persons or entities, including the public in general.

14. **Survival.** Articles III, IV, VIII, IX, X and this Section survive the expiration or termination of this Agreement for any reason.

15. **Availability of Funds.** The awarding of this Agreement and continuation hereof is dependent upon the availability of funding and budget authorization during the entire term of this Agreement.

16. **Notices.** Notice is deemed given under this Agreement (a) when delivered by hand; (b) one business day after being deposited with a reputable overnight air courier service; or (c) three business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid. Any notices provided under this Agreement must be sent or delivered to:

In the case of Consultant:

Berry, Dunn, McNeil & Parker, LLC
2211 Congress Street
Portland, ME 04102

In the case of the CTRMA:

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705
Attn: Chief Financial Officer

Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date and year first written above.

CONSULTANT

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
Ryan Doil
Local Government Practice Group
Berry, Dunn, McNeil & Parker, LLC

By: _____
James M. Bass
Executive Director
CTRMA

Appendix A

Scope of Services

The Consultant will coordinate the overall project schedule and provide direction for CTRMA Project Team members and subject matter experts from CTRMA staff.

The Consultant will serve as the primary point-of-contact with the project manager of the ERP solution to be awarded and the project manager from the Software System Integrator (“SI”) and will report to the CTRMA Board of Directors, Executive Sponsors, and CTRMA Project Team.

The Consultant will guide the CTRMA’s organizational change management and communications efforts with assistance from the CTRMA Project Team.

The Consultant must apply industry best practices and advise and consult with CTRMA stakeholders and project leadership regarding any deviation or change that would impact the project.

Specific project management tasks are included, but are not limited to:

1. Discover and Assess

- a. Understand CTRMA’s current operations.
- b. Review / understand CTRMA’s future strategy and growth plans.
- c. Conduct discovery sessions and document current state processes, pain points, and challenges.
- d. Collaborating with stakeholders to identify key business processes and pain points that the new ERP system should address.
- e. Work cooperatively with the CTRMA Project Team, and legal counsel in implementing CTRMA policies, procedures, and directives.
- f. Document, scope, and validate key business and technical requirements with stakeholders.
- g. Create a project plan, reviewing and revising as needed.
- h. Implement strategy for achieving CTRMA objectives.
- i. Identify short list of potential ERP systems.
- j. Conduct management checkpoint to review the results of the assessment sprint, confirm requirements, and agree to the next steps.
- k. Translating business needs into detailed technical specifications for the ERP system, including features, integrations, data migration needs, and system architecture

2. Design Solution

- a. Validate future-state process considerations.
- b. Define the conceptual future state solution design for key processes.
- c. Identify differentiating use cases and define demo scripts for potential software candidates.

- d. Develop the request for proposal / vendor information package and validate with management and draft the Request for Proposal (RFP) for software and software implementation.
 - e. Confirm viable ERP application vendors.
 - f. Conduct management checkpoints to discuss the conceptual design and key components of the solution and agree to the next steps.
3. Select and Plan Implementation
- a. Validate the scope, solution design, and demonstration scenarios with vendors.
 - b. Work with the SI's project manager to develop the implementation project plan.
 - c. Write a clear and comprehensive RFP document that outlines technical requirements, desired functionalities, evaluation criteria, and timelines for vendor responses.
 - d. Review vendor proposals and manage responses to vendor questions.
 - e. Prepare for and facilitate vendor demos.
 - f. Assessing vendor proposals against the technical requirements listed in the RFP, analyzing features, functionalities, and technical capabilities.
 - g. Prepare vendor summary evaluation and facilitate ERP recommendations and decision.
 - h. Develop implementation roadmap, along with estimated time and costs based on RFP responses.
 - i. Prepare and submit to vendor any CTRMA originated product enhancement requests with sufficient detail for vendor's evaluation.
 - j. Conduct management checkpoint to review the recommended plan, gain consensus, and agree to next steps.
 - k. Review and coordinate acceptance or rejection of implementation control points and deliverables, providing feedback on rejections with CTRMA Project Team
 - l. Conduct and/or attend all ERP implementation-related regular and special meetings during the project, including reporting project status to the CTRMA stakeholders. This will include developing agendas for and attending Project Committee meetings and Executive Sponsor briefings.
 - m. Work with the SI's project manager to ensure the implementation and deployment is successfully completed. This will include reviewing the project Issues Log with the SI's project manager, collaboratively assigning a priority to each issue, and identifying the individual(s) responsible for facilitating resolutions.
4. Training and Go Live and final acceptance
- a. Assist with creation of software training user accounts for all training exercises, ensure users are following curriculums, and monitor and communicate user progress to the CTRMA Project Team and Executive Committee Sponsors.
 - b. Coordinate CTRMA staff training activities for all users.
 - c. Coordinate user acceptance training (UAT) with SI's project manager.
 - d. Work with SI's project manager to outline go-live steps, requirements, and assignments.

- e. Coordinate the final acceptance process for each phase of implementation.
- f. Verify all deliverables have met specifications.
- g. Document lessons learned and conduct final product evaluation.
- h. Assist in ensuring all terms and conditions are met and all contracts related to the project are closed.

5. Technical Experience

- a. Possesses in-depth knowledge of various ERP systems, including technical capabilities, limitations, and industry best practices.
- b. Ensure the ERP software and implementation RFPs accurately captures CTRMA's technical needs, preventing potential gaps or misunderstandings with vendors.
- c. Provides expert insights to help the company evaluate vendor proposals based on technical merit and suitability.
- d. Track the timeline of the project by creating cost allocation, schedule, and scope activity charts to ensure the project is aligned with the execution plan and stays on budget.
- e. Work with CTRMA staff to implement and foster formal change management initiatives associated with the project. Evaluate readiness of CTRMA staff to perform live processes from training and change management perspective.
- f. Monitor business risk and update actions to minimize or reduce risks.
- g. Coordinate any CTRMA requests for software development.
- h. Coordinate software installation activities with the SI's project manager.
- i. Coordinate any necessary third-party interface installation activities with the SI's project manager and the third-party software vendor.
- j. Document internal control processes and assist with implementing internal control procedures that fulfill basic audit and reporting standards.

6. Other tasks

- a. Collaborate with CTRMA Project Leadership during pre-software acquisition period to develop a deep understanding of project history and current internal needs and objectives.
- b. At CTRMA's discretion, the selected project manager may be asked to provide input or guidance pertaining to long-term project planning during the pre-software acquisition period.
- c. Provide updates for status reports, review status reports, and participate in regular status meetings with the solution and SI vendors.
- d. Conduct periodic risk assessments and develop contingency plans to respond to potential project challenges.
- e. Monitor and communicate any identified project risks to the solution's project manager, SI's project manager, CTRMA Project Team, and Executive Sponsors
- f. Prepare and deliver any scope change requests for the vendor's implementation services to SI's project manager.

In addition to the responsibilities and duties enumerated above, the Consultant will perform any other duties and responsibilities assigned by the CTRMA related to the management and coordination of the implementation of the new ERP system.

Appendix B
Payment for Services

Appendix C
Key Personnel

Appendix D
Form of Work Authorization
WORK AUTHORIZATION NO. _____

This Work Authorization is made as of this _____ day of _____, 202_, under the terms and conditions established in the AGREEMENT FOR ENTERPRISE RESOURCE PLANNING PROJECT MANAGEMENT AND IMPLEMENTATION SERVICES, dated as of _____, 202_ (the “Agreement”), between the **Central Texas Regional Mobility Authority** (the “Authority”) and **Berry, Dunn, McNeil & Parker, LLC** (the “Consultant”). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

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

Section A. - Scope of Services

A.1. The Consultant shall perform the following Services:

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

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

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

Section B. - Schedule

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

Section C. - Compensation

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

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

Section D. Authority’s Responsibilities

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

Section E. - Other Provisions

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

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

Authority:	Central Texas Regional Mobility Authority	Consultant:	Berry, Dunn, McNeil & Parker, LLC
By:	_____	By:	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____