

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

RESOLUTION NO. 06-13

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et seq.* (the "RMA Rules"); and

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

WHEREAS, in Resolution No. 05-48, dated June 29, 2005, the Board of Directors expressed its desire to retain one or more outside entities to provide independent oversight and guidance regarding the development of the electronic toll collection system; and

WHEREAS, the Board of Directors directed its staff to issue a Request for Qualifications ("RFQ") for General Systems Consultant services relating to independent oversight and guidance regarding the development and operations of the electronic toll collection system and to solicit responses from firms interested in providing such services to the CTRMA; and

WHEREAS, the staff caused an RFQ to be issued on August 15, 2005; and

WHEREAS, based on their review of the responses to the RFQ, CTRMA staff and advisors recommended the selection of Traffic Technologies, Inc. to provide General Systems Consultant services relating to independent oversight and guidance regarding the development and operations of the electronic toll collection system; and

WHEREAS, in Resolution No. 05-71, dated September 28, 2005, the CTRMA Board of Directors approved the retention of Traffic Technologies, Inc. to provide General Systems Consultant services relating to independent oversight and guidance regarding the development and operations of the electronic toll collection system and authorized the Executive Director to negotiate an agreement with Traffic Technologies, Inc.; and

WHEREAS, after negotiating in good faith with Traffic Technologies, Inc. the parties were unable to reach an agreement on mutually acceptable terms and conditions for the provision of General Systems Consultant services; and

WHEREAS, in Resolution No. 06-07, dated January 31, 2006, the CTRMA Board of Directors directed staff to formally terminate negotiations with Traffic Technologies, Inc. and to begin negotiations with MSX International, Inc. for terms of an agreement to provide General Systems Consultant services relating to independent oversight and guidance regarding the development and operations of the electronic toll collection system; and

WHEREAS, staff and the Executive Director have negotiated an Agreement for General Systems Consultant Services with MSX International, Inc., attached hereto as Attachment "A".

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors authorizes and approves the retention of MSX International, Inc. to provide General Systems Consultant services relating to independent oversight and guidance regarding the development and operations of the electronic toll collection system; and

BE IT FURTHER RESOLVED, that the CTRMA Board of Directors hereby approves the entry into an Agreement for General Systems Consultant Services, in the form, or substantially the same form, as attached hereto as Attachment "A" with MSX International, Inc.; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute such Agreement for General Systems Consultant Services on behalf of the CTRMA.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 22nd day of February, 2006.

Submitted and reviewed by:

Approved:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-13
Date Passed 02/22/06

Attachment "A"
To Resolution 06-13
Agreement for General Systems Consultant Services
MSX International, Inc.

FILE COPY

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AGREEMENT FOR
GENERAL SYSTEMS CONSULTANT SERVICES

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**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AGREEMENT FOR
GENERAL SYSTEMS CONSULTANT SERVICES**

This Professional Services Agreement (the "Agreement") is made and entered into by and between the Central Texas Regional Mobility Authority (the "Authority" or "CTRMA"), a regional mobility authority and a political subdivision of the State of Texas, and MSX International, Inc., a Delaware corporation (the "Consultant" or "MSXI") to be effective as of the 1 day of March, 2006 (the "Effective Date") with respect to general systems consultant services to be performed by the Consultant, as an independent contractor, for the CTRMA.

WITNESSETH:

WHEREAS, pursuant to that certain Request for Qualifications dated August 15, 2005 (the "RFQ"), the CTRMA sought to identify and obtain the services of a qualified firm to provide general systems consultant services for the CTRMA; and

WHEREAS, three firms submitted responses setting forth their respective qualifications for the work; and

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

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

**ARTICLE 1
THE SERVICES**

The Authority hereby retains the Consultant, as an independent contractor, and the Consultant agrees to provide services to the Authority upon the terms and conditions provided in this Agreement. The scope of services (the "Services"), described in detail in Appendix A, attached hereto and incorporated herein, shall include, but not be limited to: (1) advising and assisting CTRMA with Toll Systems Integrator oversight; (2) participating in system requirements and specifications analysis and Toll Collection System ("TCS") design reviews; (3) reviewing contract deliverables to include (but not limited to) Preliminary System Design Documents ("PSDD") and Final System Design Documents ("FSDD"), Interface Plan, and QA/QC Manual to ensure that the deliverable conforms to the terms of the Agreement for Toll Systems Implementation and Maintenance Services and CTRMA standards; (4) reviewing detailed development and implementation schedules and assisting with progress reporting; (5) participating in system development testing and providing assistance to CTRMA in monitoring the tests; (6) reviewing claims and change orders as requested; (7) monitoring the TCS Acceptance Testing and advising CTRMA regarding test process and results; (8) advising

CTRMA regarding TCS contract system performance standards; and (9) providing other technical services as requested.

The Consultant, as part of the Services, also shall assist the Authority in achieving the goals established in the CTRMA's Strategic Plan, as adopted pursuant to Texas Transportation Code § 370.261 and as it may be amended from time to time by the CTRMA Board of Directors. For specific aspects of the Services, the Consultant shall be expected to operate independently from the Authority and without extensive oversight and direction. The Consultant shall commit the personnel and resources reasonably required to respond promptly and fully to the responsibilities and tasks assigned by the CTRMA throughout the term of the Consultant's performance of the Services described in this Agreement.

ARTICLE 2 COMPENSATION

Authorization for Consultant to perform the Services, compensation for Consultant's work, and other aspects of the mutual obligations concerning Consultant's work and payment therefore are as follows:

- a. **BASIS FOR COMPENSATION.** Subject to the terms of a Work Authorization issued pursuant to subsection 2.b. below, the Authority agrees to pay, and the Consultant agrees to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Agreement, hourly rates for the staff working on the assignment computed as follows:

((Base Hourly Wage Rate + Fringe benefits) +overhead G&A) x 1.15%

Representative rates computed through this methodology as of the Effective Date of this Agreement are reflected in Appendix B. Rates will be revised annually to reflect adjustments to the base hourly wage rate and audited overhead rates (G&A); no adjustment shall be made to the specified profit percentage. The first adjustment shall be considered in January 2007. All adjustments shall be agreed to by the parties prior to implementation, and the Authority shall have the right to review and/or audit Consultant's Direct Labor Costs and audited overhead rates upon written request and as provided in subsection (e) hereto. During the term of this Agreement Consultant shall provide to the Authority, prior to requesting any adjustment to rates, a copy of any report establishing a revised overhead rate for Consultant.

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

- b. **COMPENSATION FOR WORK AUTHORIZATIONS.** The Services to be performed by the Consultant pursuant to this Agreement shall be assigned and documented in a manner appropriate for the size and complexity of the specific tasks. Each activity, task, or project shall be performed pursuant to a separate Work

Authorization, signed by the Authority and the Consultant. Work shall be in accordance with the scope, schedule, and budget set forth in said Work Authorization. The standard form of Work Authorization is attached hereto and incorporated herein as Appendix C, which standard form may be modified during the term of this Agreement upon the reasonable request of the Authority and agreement of the Consultant. Upon written directive from the Authority (which may occur via electronic mail), the Consultant shall prepare the Work Authorization for the specific task, to be submitted for the Authority's approval. No work shall begin on the activity until the Work Authorization is approved and fully executed. The basis for payment on each Work Authorization will be hourly rate as computed pursuant to subsection 2.a. above, as stipulated in the Work Authorization. In neither case will the maximum be exceeded without prior written approval from the Authority. The costs associated with work performed on any Work Authorization will be tracked and reported to the Authority separately from other work performed by the Consultant. The monthly invoice to the Authority will include a progress summary of the work performed the previous month on each ongoing Work Authorization.

- c. EXPENSES. The overhead G&A included anticipated direct expenses therefore no additional direct expenses will be compensated.

- d. NON-COMPENSABLE TIME. Time spent by the Consultant's employees or subconsultants to perform Services or functions capable of being carried out by other, subordinate personnel with a lower hourly rate shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel. Time spent by the Consultant's personnel or subconsultants in an administrative or supervisory capacity not related to the performance of the Services shall not be compensable. Time spent on work that is in excess of what would reasonably be considered appropriate for the performance of such Services shall not be compensable. No compensation shall be made for revisions to the Consultant's or subconsultants' Services or deliverables required due in any way to the error, omission, or fault of the Consultant, its employees, agents, subconsultants, or contractors.

- e. INVOICES AND RECORDS. The Consultant shall submit two (2) copies of its monthly invoices certifying the fees charged and expenses incurred in providing the Services under this Agreement during the previous month, and shall also present a reconciliation of monthly invoices and the Work Authorization (and related estimates) to which the work relates. Each invoice shall be in such detail as is required by the Authority and, if the work is eligible for payment through a financial assistance agreement with the Texas Department of Transportation ("TxDOT"), in such detail as required by TxDOT, including a breakdown of Services provided on a project-by-project basis and/or pursuant to specified Work Authorizations, together with other Services requested by the Authority. Upon request of the Authority, the Consultant shall also submit certified time and expense records and copies of invoices that support the invoiced fees and expense figures. All invoices must be consistent with the rates represented in Appendix B,

and direct labor costs for employees performing work for the Authority but not shown on Appendix B must be provided with any invoice reflecting such work. Unless waived in writing by the Executive Director or his designee, no invoice may contain, and the Authority will not be required to pay, any charge which is more than three (3) months old at the time of invoicing. All books and records relating to the Consultant's or subconsultants' time, out-of-pocket expenses, materials, or other services or deliverables invoiced to the Authority under this Agreement shall be made available during the Consultant's normal business hours to the Authority and its representatives for review, copying, and auditing throughout the term of this Agreement and, after completion of the work, for two (2) years, or such period as is required by Texas law, whichever is longer.

- f. **EFFECT OF PAYMENTS.** No payment by the Authority shall relieve the Consultant of its obligation to deliver timely the Services required under this Agreement. If after approving or paying for any Service, product or other deliverable, the Authority determines that said Service, product or deliverable does not satisfy the requirements of this Agreement, the Authority may reject same and, if the Consultant fails to correct or cure same within a reasonable period of time and at no additional cost to the Authority, the Consultant shall return any compensation received therefore. In addition to all other rights provided in this Agreement, the Authority shall have the right to set off any amounts owed by the Consultant pursuant to the terms of this Agreement upon providing the Consultant prior written notice thereof.
- g. **PLACE OF PAYMENT.** Payments owing under this Agreement will be made by the Authority within thirty (30) days after receipt of the monthly invoice therefore, together with suitable supporting information, provided that if the payment is one eligible for reimbursement to the Authority from TxDOT, payment will be made within fifteen (15) business days of receipt by the Authority of the TxDOT payment. In the event the Authority disputes payment, the Authority will pay the undisputed portion when due. Payment shall be forwarded to the address shown for the Consultant:

MSX International, Inc.
Attn: Mr. Michael Muraske
1990 Concept Drive
Warren, MI 48091

- h. **TAXES.** All payments to be made by the Authority to the Consultant pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. Title to any consumable items purchased by the Consultant in performing this Agreement shall be deemed to have passed to the Authority at the time the Consultant takes possession or earlier, and such consumable items shall immediately be marked, labeled, or physically identified as the property of the Authority, to the extent practicable.

- i. **AS-NEEDED BASIS.** As provided for above, the Authority shall request that the Consultant perform specific Services on an as-needed basis and through the issuance of Work Authorizations. No representation or assurance has been made on behalf of the Authority to the Consultant as to the total compensation to be paid to the Consultant under this Agreement.

- j. **COMPENSATION OF SUBCONSULTANTS.** The Consultant may, upon prior written consent of the Executive Director of the Authority, employ subconsultants in providing Services under this Agreement. All subconsultants providing Services under this Agreement shall be subject to, and compensated or reimbursed in accordance with, all requirements of this Article 3, provided that each subconsultant shall utilize its own actual hourly rates (computed using its own multiplier based on audited overhead rates) provided that no such rates shall exceed the corresponding rates paid by the Consultant for its personnel of comparable grade, category and experience, and further provided that no Subconsultant's audited overhead rate may exceed that of the Consultant without the prior written consent of the Authority. The Consultant agrees to pay its subconsultants for satisfactory performance of their contracts no later than thirty (30) days from its receipt of payment from the CTRMA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CTRMA. This clause applies to payments to all subconsultants. Consultant must obtain written consent of the Executive Director of the Authority prior to utilization of any subconsultants.

- k. **MOST FAVORED CUSTOMER.** The Consultant shall voluntarily and promptly disclose to the Authority, and immediately provide the Authority with, the benefits of any discounted hourly fees and rates offered by the Consultant to any public entity customer in the State of Texas for comparable services. The Consultant hereby represents to the Authority, as of the effective date of this Agreement and throughout the term thereof, that except as previously disclosed in writing it has and will have no contract or arrangement with any public entity customer in the State of Texas for comparable services that provides such customer with fees, or rates that are more favorable than those afforded the Authority under this Agreement. The Consultant shall make available to the Authority for review, copying, and auditing throughout the term of this Agreement and for two (2) years after the expiration thereof all such books and records as shall be necessary for the Authority or its representatives to determine compliance with this provision.

ARTICLE 3
TIME OF PERFORMANCE

It is understood and agreed that the term of this Agreement shall be a maximum of five (5) years, commencing March 1, 2006, and concluding February 28, 2011, (the "Expiration Date") subject to the earlier termination of this Agreement pursuant to Articles 4 or 5 below or further extension upon agreement of both parties. The initial period of performance is three (3) years commencing on the Effective Date, and there shall be two (2) successive and (1) year

renewal terms following the expiration of the initial three (3) year period. In addition to any termination rights set forth in this Agreement, either party may elect not to extend the term of one or both of the renewal years by providing sixty (60) days written notice to the other prior to the end of the initial term of the first renewal term. Absent such notice or termination pursuant to other provisions of this Agreement, the renewal terms will automatically take effect. If at any time during the contract term the Consultant cannot provide the requested Services within the time required by the CTRMA or for any other reason, the Authority reserves the unilateral right to procure the Services from any other source it deems capable of providing those Services.

ARTICLE 4 **TERMINATION FOR DEFAULT**

Time is of the essence with respect to the performance and completion of all the Services to be furnished by the Consultant pursuant to Work Authorizations issued and which specify an agreed-upon completion or delivery date. Without limiting the foregoing, the Consultant shall furnish all Services in such a manner and at such times as the development schedules of the Projects require so that no delay in the progression of the evaluation, funding, design, or construction of the Projects will be caused by or be in any way attributable to the Consultant. Should the Consultant at any time, in the reasonable opinion of the Authority, not carry out its obligations under this Agreement or not be progressing toward completion of the Services to be rendered hereunder in an expeditious manner, or if the Consultant shall fail in any manner to discharge any other of its obligations under this Agreement, the Authority may, upon providing the Consultant with thirty (30) days prior written notice pursuant to Article 4 hereof and opportunity to cure, terminate this Agreement effective on the date following said 30-day notice and cure period (the "Termination Date"). Such termination shall not constitute a waiver or release by the Authority of any claims for damages, claims for additional costs incurred by the Authority to complete and/or correct the work described in this Agreement, or any other claims or actions arising under this Agreement or available at law or equity which it may have against the Consultant for its failure to perform satisfactorily any obligation hereunder, nor shall such termination pursuant to this Article 4 or Article 5 below abrogate or in any way affect the indemnification obligations of the Consultant set forth in Article 16 hereof.

If the Authority shall terminate this Agreement as provided either in this Article 4 or Article 5, no fees of any type, other than fees due and payable as of the Termination Date pursuant to Article 2 hereof for work performed and acceptable to the Authority, shall thereafter be paid to the Consultant, and the Authority shall have a right to set off or otherwise recover any damages incurred by reason of the Consultant's breach hereof, together with the right to set off amounts owed to the Consultant pursuant to the indemnity provisions. In determining the amount of any payments owed to the Consultant, the value of the work performed by the Consultant prior to termination shall be no greater than the value that would result by compensating the Consultant in accordance with Article 2 hereof for all Services performed and expenses reimbursable in accordance with this Agreement.

ARTICLE 5 **OPTIONAL TERMINATION**

In addition to the process for termination described above, this Agreement may also be terminated as follows:

- a. **GENERALLY.** The Authority has the right to terminate this Agreement at its sole option, at any time with or without cause, by providing thirty (30) days written notice of such intention to terminate pursuant to this subsection 5.a. hereof and by stating in said notice the "Optional Termination Date". Upon such termination, the Authority shall enter into a settlement with the Consultant upon an equitable basis as determined by the Authority, which shall fix the value of the work performed by the Consultant prior to the Optional Termination Date. In determining the value of the work performed, the Authority in all events shall compensate the Consultant for any reasonable costs or expenses attributable to the exercise of the Authority's optional termination, including reasonable costs related to developing a transition plan and providing data as provided for in Article 6, provided, however, that no consideration will be given to anticipated profit which the Consultant might possibly have made on the uncompleted portion of the Services.
- b. **NO FURTHER RIGHTS, ETC.** Termination of this Agreement and payment of an amount in settlement as described in this Article 5 shall extinguish all rights, duties, obligations, and liabilities of the Authority and the Consultant under this Agreement, and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Consultant from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute.
- c. **NO FURTHER COMPENSATION.** If the Authority shall terminate this Agreement as provided in this Article 5, no fees of any type, other than fees due and payable as of the Optional Termination Date, shall thereafter be paid to the Consultant, provided that the Authority shall not waive any right to damages incurred by reason of the Consultant's breach thereof. The Consultant shall not receive any compensation for Services performed by the Consultant after the Optional Termination Date, and any such Services performed shall be at the sole risk and expense of the Consultant.

ARTICLE 6 **TERMINATION, GENERALLY**

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

Upon request by the Executive Director of the Authority, and subject to Article 12 hereto, the Consultant shall develop a transition plan to be implemented upon termination of this Agreement with the Consultant for any reason or upon the release of any subconsultant so as to ensure a smooth, efficient, and uninterrupted transition to any successor Consultant or subconsultant. The plan shall anticipate the steps necessary to transfer documents, computerized data, plans, work tasks, etc. in possession of or to be provided by the Consultant or its subconsultant(s), as the case may be, and include a schedule of events necessary to complete the transition. The plan should include, but not be limited to, a list of original documents/data being held on behalf of the Authority by the Consultant or its subconsultants; the manner and form in which information is being held; accessibility to the information; the Consultant's records retention policy and/or plan; and strategy to minimize disruption of Services in the event of the release of a subconsultant. A copy of the plan shall be given to the Executive Director for review and approval within thirty (30) days of receipt of the Executive Director's request and shall be updated as necessary to reflect any changes in Consultant activity.

ARTICLE 7

SUSPENSION OR MODIFICATION OF SERVICES; DELAYS AND DAMAGES

In addition to the foregoing rights and options to terminate this Agreement, the Authority may elect to suspend any portion of the Services of the Consultant hereunder, but not terminate this Agreement, by providing the Consultant with prior written notice to that effect. Thereafter, the suspended Services may be reinstated and resumed in full force and effect upon receipt from the Authority of thirty (30) days prior written notice requesting same. Similarly, the Authority may expand, limit, or cancel any portion of the Services previously assigned to the Consultant in accordance with this Agreement. The Consultant shall not be entitled to any damages or other compensation of any form in the event that the Authority exercises its rights to suspend or modify the Services pursuant to this Article 7, provided, however, that any time limits established by the parties in any Work Authorization or otherwise for the completion of specific portions of the Services suspended pursuant to this Article 7 shall be extended to allow for said suspension or modifications thereof. Without limiting the foregoing, the Consultant agrees that no claims for damages or other compensation shall be made by the Consultant for any delays or hindrances occurring during the progress of any portion of the Services specified in this Agreement as a result of any suspension or modification of the Services or otherwise. Such delays or hindrances, if any, shall be provided for by an extension of time for such reasonable periods as the Authority may decide. It is acknowledged, however, that permitting the Consultant to proceed to complete any Services or any part of them after the originally specified date for completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Authority or any of its rights herein.

ARTICLE 8

PERSONNEL, EQUIPMENT AND MATERIAL, GENERALLY

Consultant shall provide personnel and equipment as follows:

- a. **ADEQUATE PERSONNEL, ETC.** The Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel (drawn from its own employees or from approved subconsultants) and equipment, in the reasonable opinion of the

Authority, to perform the Services with due and reasonable diligence customary of a firm enjoying a favorable national reputation, and in all events without delays attributable to the Consultant which have a reasonable likelihood of adversely affecting the progress of others involved with one or more of the Projects. All persons, whether employees of the Consultant or of an approved subconsultant, providing the Services shall be fully licensed to the extent required by their professional discipline associations' codes or otherwise by law.

- b. **REMOVAL OF PERSONNEL.** All persons providing the Services, whether employees of the Consultant or of an approved subconsultant, shall have such knowledge and experience as will enable them, in the Consultant's reasonable belief, to perform the duties assigned to them. Any such person who, in the opinion of the Authority, is incompetent or by his/her conduct becomes detrimental to the provision of the Services shall, upon request of the Authority, immediately be removed from the Services. The Consultant shall furnish the Authority with a fully qualified candidate for 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 Authority.
- c. **CONSULTANT FURNISHES EQUIPMENT, ETC.** Except as otherwise specified or agreed to by the CTRMA, the Consultant shall furnish all equipment, transportation, supplies, and materials required for its Services under this Agreement.

ARTICLE 9 **KEY PERSONNEL**

The Consultant acknowledges and agrees that the individual(s) identified on Appendix D attached hereto and incorporated herein are key and integral to the satisfactory performance of the Consultant under this Agreement. Throughout the term of this agreement, the Consultant agrees that the identified individual(s) will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto. The death or disability of any such individual, his/her disassociation from the Consultant or the approved subconsultant, or his/her failure or inability to devote sufficient time and attention to the Services shall require the Consultant promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Authority. In no event shall the Consultant remove, transfer, or reassign any individual identified on Appendix D except as instructed by, or with the prior written consent of, the Authority, which consent shall not be reasonably withheld. The Consultant shall use its best efforts to enhance continuity in the key personnel, subconsultants, and other employees regularly performing the Services. Individuals may be added to Appendix D with the mutual consent of the Consultant and the Authority.

ARTICLE 10 **BUSINESS OPPORTUNITY PROGRAM AND POLICY COMPLIANCE**

It is the policy of the Authority's Board of Directors that disadvantaged and small business have the maximum practicable opportunity to participate in the awarding of Authority

contracts and related subcontracts. To do so the Authority has developed a Business Opportunity Program and Policy ("BOPP"), which is incorporated herein by reference for all purposes. The Authority requires contractors to comply with the BOPP. The Consultant acknowledges that certain Services to be performed under this Agreement are subcontractable and will be subcontracted in accordance with the BOPP and as represented in Consultant's proposal in response to the RFQ. Consultant agrees to submit monthly subcontracting reports as part of its monthly invoices.

ARTICLE 11 **PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS**

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

ARTICLE 12 **OWNERSHIP OF REPORTS**

Ownership of reports and related materials prepared by Consultant (or any subconsultant) at the direction of the Authority shall be as follows:

- a. GENERALLY.** All of the documents, reports, plans, computer records, software maintenance records, discs and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, opinions, testing reports, photographs, drawings, analyses and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Consultant solely under this Agreement ("work product"), including all information prepared for or posted on the Authority's website and together with all materials and data furnished to it by the Authority, shall at all times be and remain the property of the Authority and, for a period of two (2) years from completion of the Services or such period as is required by Texas law, whichever is longer, if at any time demand be made by the Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Authority without delay. The Authority hereby grants the Consultant a revocable license to retain and utilize the foregoing materials, said license to terminate and expire upon the earlier to occur of (a) the completion of Services described in this Agreement or (b) the termination of this Agreement, at which time the Consultant shall deliver to the Authority all such materials and documents. If the Consultant or a subconsultant desires later to use any of the data generated or obtained by it in connection with the Projects or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the Authority. Notwithstanding anything contained herein to the contrary, the Consultant shall

have the right to retain a copy of the above materials, records, and documents for its archives.

- b. **SEPARATE ASSIGNMENT.** If for any reason the agreement of the Authority and the Consultant set forth in subsection 12.a. above regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the Consultant hereby assigns and agrees to assign to the Authority all right, title, and interest that Consultant may have or at any time acquire in said work product and other materials which are prepared solely for this Agreement, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force. The Authority hereby acknowledges, however, that all documents and other work product provided by the Consultant to the Authority and resulting from the Services performed under this Agreement are intended by the Consultant solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Consultant shall have no liability for the use by the Authority of any work product generated by the Consultant under this Agreement on any project other than for the specific purpose and Project for which the work product was prepared. Any other reuse of such work product without the prior written consent of the Consultant shall be at the sole risk of the Authority.

c. **DEVELOPMENT OF CONSULTANT WORK PRODUCT.**

The Authority acknowledges that the Consultant's work product will be developed using data that is available at the time of the execution of a given work order, and will not constitute any guarantee or other assurance of future events. MSXI will prepare work product using practices that are standard procedures in the industry.

ARTICLE 13
SUBLETTING

The Consultant shall not sublet, assign, or transfer any part of the work or obligations included in this Agreement without the prior written approval of the Authority, which approval shall not be reasonably withheld. Responsibility for sublet, assigned or transferred work shall remain with the Consultant.

ARTICLE 14
APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS

Consultant shall cooperate with the Authority and requests for attendance at meetings and in various types of proceedings as follows:

- a. **WITNESS.** If requested by the Authority or on its behalf, the Consultant shall prepare such exhibits as may be requested for all hearings and trials related to any

of the Projects, the Services, or the Authority's activities generally and, further, it shall prepare for and appear at conferences at the offices of legal counsel and shall furnish competent expert witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Projects, the Services, or the Authority's activities.

- b. **MEETINGS.** At the request of the Authority, the Consultant shall provide appropriate personnel for conferences at its offices, or attend meetings and conferences at (a) the various offices of the Authority, (b) at the district headquarters or offices of TxDOT, (c) the offices of the Authority's legal counsel, bond counsel, and/or financial advisors, (d) at the site of any Project, or (e) any reasonably convenient location.
- c. **WORK AUTHORIZATION.** In the event that services under this section are not covered by an existing Work Authorization, the Authority will issue a Work Authorization, pursuant to Article 2 hereto, to cover such services.

ARTICLE 15

COMPLIANCE WITH LAWS AND AUTHORITY POLICIES

The Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, codes and with the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, environmental laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. The Consultant shall also comply with the Authority's policies and procedures related to operational and administrative matters, such as, but not limited to, security of and access to CTRMA information and facilities. When requested the Consultant shall furnish the Authority with satisfactory proof of compliance with said laws, statutes, ordinances, rules, regulations, codes, orders, and decrees above specified.

ARTICLE 16

AUTHORITY INDEMNIFIED

THE CONSULTANT SHALL INDEMNIFY AND SAVE HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, ARISING FROM THE CONSULTANT'S NEGLIGENT ACTS, ERRORS OR OMISSIONS WITH RESPECT TO THE CONSULTANT'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT OR STRICT LIABILITY. IN SUCH EVENT, THE CONSULTANT

SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONSULTANTS IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE CONSULTANT SHALL, NEVERTHELESS, INDEMNIFY THE AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE CONSULTANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONSULTANTS, AND CONTRACTORS OR TO THEIR CONDUCT.

NOTWITHSTANDING THE FOREGOING, THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR (A) CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES, OR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE PROJECTS; (B) THE FAILURE OF ANY CONTRACTOR, SUBCONTRACTOR, VENDOR, OR OTHER PROJECT PARTICIPANT, NOT UNDER CONTRACT TO THE CONSULTANT, TO FULFILL CONTRACTUAL RESPONSIBILITIES TO THE AUTHORITY OR TO COMPLY WITH FEDERAL, STATE OR LOCAL LAWS, REGULATIONS AND CODES; OR (C) PROCURING PERMITS, CERTIFICATES AND LICENSES REQUIRED FOR ANY CONSTRUCTION UNLESS SUCH PROCUREMENT RESPONSIBILITIES ARE SPECIFICALLY ASSIGNED TO THE CONSULTANT IN ACCORDANCE WITH THIS AGREEMENT.

ARTICLE 17 CONFLICTS OF INTEREST

The Consultant represents and warrants to the Authority, as of the effective date of this Agreement and throughout the term hereof, that it, its employees and subconsultants (a) have no financial or other beneficial interest in any contractor, engineer, product or service evaluated or recommended by the Consultant, except as expressly disclosed in writing to the Authority, (b) shall discharge their responsibilities under this Agreement professionally, impartially and independently, and after considering all relevant information related thereto, and (c) are under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder. In the event that a firm (individually or as a member of a consortium) submits a proposal to work for the Authority, Consultant shall comply with the Authority's conflict of interest policies and shall make disclosures as if it were one of the key personnel designated under such policies.

ARTICLE 18 COVENANT NOT TO COMPETE

At all times that this Agreement is in force and for three (3) years after its expiration or termination, the Consultant shall not compete against the Authority's toll systems integrator, Caseta Technologies, Inc., with regard to any proposals to provide toll integration services in any market in the United States. MSXI shall be required to execute a Non-Competition Agreement

and a Non-Disclosure Agreement in the forms attached hereto as Appendices E and F, respectively.

ARTICLE 19 INSURANCE

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

- a. WORKERS' COMPENSATION INSURANCE. In accordance with the laws of the State of Texas, and employer's liability coverage with a limit of not less than \$500,000. A "Waiver of Subrogation" in favor of the Authority shall be provided.
- b. COMMERCIAL GENERAL LIABILITY INSURANCE. With limits not less than \$500,000 for bodily injury, including those resulting in death, and property damage on account of any one occurrence, with an aggregate limit of \$500,000. A "Waiver of Subrogation" in favor of the Authority shall be provided.
- c. BUSINESS AUTOMOBILE LIABILITY INSURANCE. Applying to owned, non-owned, and hired automobiles in an amount not less than \$500,000 for bodily injury, including death, to any one person, and 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 Consultant's obligations under this Agreement. A "Waiver of Subrogation" in favor of the Authority shall be provided.
- d. VALUABLE PAPERS INSURANCE. In an amount sufficient to cover the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials of Consultant relating to the Services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Authority.
- e. EXCESS UMBRELLA LIABILITY. With minimum limits of \$500,000 per claim and in the aggregate, annually, as applicable excess of the underlying policies required at a. – d. above. The Umbrella Policy shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.
- f. GENERAL FOR ALL INSURANCE. The Consultant shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) registered to do business in the State of Texas; (b) rated: (i), with respect to the companies providing the insurance under subsections 18.a. through d., above, by A. M. Best

Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subsection 18.e., a rating by A. M. Best Company or similar rating service satisfactory to the Authority and/or its insurance consultant; and (c) otherwise acceptable to the Authority.

All policies are to be written through companies registered to do business in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subsections 18.b., and c., , above, shall name the Authority additional insureds and shall protect the Authority, the Consultant, their officers, employees, 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 wrongful acts or failures to act by the Consultant, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Agreement. Applicable 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 subsections 18.a., b., c., d., and e. the following statement: "This policy will not be canceled or non-renewed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 13640 Briarwick Drive, Suite 200, Austin, TX 7872, Attention: Executive Director."

ARTICLE 20A **COORDINATION OF CONTRACT DOCUMENTS**

The Statement of Qualifications for General Systems Consultant Services and Appendices thereto, dated September 15, 2005, submitted by MSXI to the Authority ("Statement of Qualification") is attached hereto and incorporated herein as Appendix G for all purposes, provided, however, that in the event of any conflict between said Statement of Qualifications and any other provision of, appendices or exhibits to this Agreement, the Statement of Qualifications shall be subordinate and the provision, appendices, or exhibits of this Agreement shall control.

ARTICLE 20B **RELATIONSHIP BETWEEN THE PARTIES**

Notwithstanding the anticipated collaboration between the parties hereto, or any other circumstances, the relationship between the Authority and the Consultant shall be one of an independent contractor. The Consultant acknowledges and agrees that neither it nor any of its employees, subconsultants, or subcontractors shall be considered an employee of the Authority for any purpose. The Consultant shall have no authority to enter into any contract binding upon the Authority, or to create any obligation on behalf of the Authority. As an independent contractor, neither the Consultant nor its employees shall be entitled to any insurance, pension, or other benefits customarily afforded to employees of the Authority. Under no circumstances shall the Consultant, or its employees, subconsultants, or subcontractors, represent to suppliers,

contractors or any other parties that it is employed by the Authority or serves the Authority in any capacity other than as an independent contractor. The Consultant shall clearly inform all suppliers, contractors and others that it has no authority to bind the Authority. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for the Authority whatsoever with respect to the liabilities, obligations or acts of the Consultant, its employees, subconsultants, or subcontractors, or any other person.

ARTICLE 21
DELIVERY OF NOTICES, ETC.

In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given either (a) when delivered by hand; (b) one (1) business day after being deposited with a reputable overnight air courier service; or (c) three (3) 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 the Consultant:

MSX International, Inc.
1990 Concept Drive
Warren, MI 48091
Attn: Michael Muraske

In the case of the CTRMA:

Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, TX 78729
Attn: Tom Nielson, General Counsel

and:

Locke, Liddell & Sapp, LLP
100 Congress Avenue, Suite 300
Austin, TX 78701
Attn: C. Brian Cassidy

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.

ARTICLE 22
REPORTS OF ACCIDENTS, ETC.

Within twenty-four (24) hours after occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (including an employee or subconsultant or employee of a subconsultant of the Consultant) which results from

or involves any action or failure to act of the Consultant or any employee, subconsultant, employee of a subconsultant, or agent of the Consultant or which arises in any manner from the performance of this Agreement, the Consultant shall send a written report of such accident or other event to the Authority, setting forth a full and concise statement of the facts pertaining thereto. The Consultant also shall immediately send the Authority a copy of any summons, subpoena, notice, or other documents served upon the Consultant, its agents, employees, subconsultants, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Consultant's performance of the Services under this Agreement.

ARTICLE 23 **AUTHORITY'S ACTS**

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

ARTICLE 24 **LIMITATIONS**

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

MSXI is obligated to comply with applicable standards of professional care in the performance of the Services. MSXI makes no other representation or warranty, whether express or implied, and no warranty or guarantee is included or intended in this Agreement or in any "work product" or otherwise.

MSXI shall be entitled to rely, without requirement of further investigation, on all information supplied to MSXI by Authority.

Neither the Authority nor MSXI shall in any event be liable for any consequential, incidental, indirect, punitive, exemplary or special damages (including, without limitation, loss of profits, business or goodwill of any kind from any causes of action (whether arising in contract, tort or otherwise) unless caused by their willful misconduct, negligent act or omission, or other wrongful conduct. Each party to this Agreement is obligated to take commercially reasonable steps to mitigate any damages that it may incur. Nothing herein shall constitute a waiver of any other defenses that either party may have at law or in equity.

ARTICLE 25 **CAPTIONS NOT A PART HEREOF**

The captions or subtitles of the several articles, subsections, and divisions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or

describe the scope of this Agreement or the scope or content of any of its articles, subsections, divisions, or other provisions.

ARTICLE 26
CONTROLLING LAW, VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Travis County, Texas, for all disputes arising hereunder and waive the right to sue and be sued elsewhere.

ARTICLE 27
COMPLETE AGREEMENT

This Agreement sets forth the complete agreement between the parties with respect to the Services and, except as provided for in Article 19 above, expressly supersedes all other agreements (oral or written) with respect thereto. Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the Authority and the Consultant. This Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by the parties to this Agreement. This provision cannot be waived orally by either party.

ARTICLE 28
TIME OF ESSENCE

As set forth in Article 4, with respect to any specific delivery or performance date or other deadline provided hereunder, time is of the essence in the performance of the provisions of this Agreement. The Consultant acknowledges the importance to the Authority of the project schedule and will perform its obligations under this Agreement with all due and reasonable care and in compliance with that schedule.

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
AUTHORIZATION

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval,

or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement.

ARTICLE 31
SUCCESSORS

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

ARTICLE 32
INTERPRETATION

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

ARTICLE 33
BENEFITS INURED

This Agreement is solely for the benefit of the parties hereto 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.

ARTICLE 34
SURVIVAL

The parties hereby agree that each of the provisions in the Agreement are important and material and significantly affect the successful conduct of the business of the Authority, as well as its reputation and goodwill. Any breach of the terms of this Agreement, including but not limited to the provisions of Articles 12 and 17, is a material breach of this Agreement, from which the Consultant may be enjoined and for which the Consultant also shall pay to the Authority all damages which arise from said breach. The Consultant understands and acknowledges that the Consultant's responsibilities under Articles 12 and 17 of this Agreement shall continue in full force and effect after the Consultant's contractual relationship with the Authority ends for any reason.

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

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

By: Mike Heiligenstein
Name: Mike Heiligenstein
Title: Executive Director

**MSX International, Inc, a Delaware
Corporation**

By: [Signature]
Name: Rock Payne
Title: SVP

APPROVED AS TO FORM:

By: [Signature]
CTRMA General Counsel

APPENDIX A

SCOPE OF SERVICES

I. Purpose

The Consultant shall be expected to provide the Authority with advice and assistance to ensure that the Toll Collection System ("TCS") for CTRMA-operated projects is delivered by the Authority's Toll Systems Integrator according to the terms of the Toll Systems Implementation and Maintenance Services Agreement, submitted system design documents, toll industry best practices, and applicable CTRMA standards.

The Consultant shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The Authority, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of this Agreement.

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

II. Services

The Scope of Services to be provided by the Consultant may include, but not be limited to, the following:

- A. Advise and assist the CTRMA with oversight of the Toll Systems Integrator.
- B. Participate in system requirements and specifications analysis and TCS design reviews.
- C. Review contract deliverables to include (but not be limited to) the Preliminary System Design Document ("PSDD") and Final System Design Document ("FSDD"), Interface Plan, and QA/QC Manual to ensure that the deliverable conforms to the terms of the Toll Systems Implementation and Maintenance Services Agreement and CTRMA standards.
- D. Review detailed development and implementation schedules and assist with progress reporting.
- E. Participate in system development testing and provide assistance to the CTRMA in monitoring the tests.

- F. Review claims and change orders as requested.
- G. Monitor the TCS Acceptance Testing and advise the CTRMA regarding test process and results.
- H. Advise the CTRMA regarding TCS system performance standards.
- I. Provide other technical services as requested.

III. Subcontracting

Services assigned to subconsultants must be approved in advance by the Authority. Notwithstanding said approval, all responsibility for subcontracted work shall remain strictly with the Consultant. The subconsultants must be qualified by the Authority to perform all work assigned to them.

In the event services of a subconsultant are authorized, the Consultant shall obtain a schedule of rate, and the Authority shall review and must approve, in its discretion, any rates, including overhead, to be paid to the subconsultant.

The Consultant shall be responsible for submitting monthly reports regarding its subcontracting activity including required BOPP reporting.

APPENDIX B
RATE SCHEDULE

Title	Employee Name	Base Hourly Wage Rate + Fringe benefits (A)	Overhead, G&A (B)	Profit (C) @ 15%	Fully-Burdened Hourly Labor Rate (A+B+C)
Project Manager	Bill Brownsberger	<u>78.77</u>	<u>26.23</u>	<u>15.74</u>	<u>120.74</u>
Senior Consultant	Sue Hofstetter	<u>88.80</u>	<u>26.23</u>	<u>17.25</u>	<u>132.28</u>
Senior System Consultant	Neal X. Jones	<u>111.00</u>	<u>26.23</u>	<u>20.58</u>	<u>157.81</u>
System Engineer	Jack Rabon	<u>59.80</u>	<u>26.23</u>	<u>12.90</u>	<u>98.93</u>

APPENDIX C

WORK AUTHORIZATION

WORK AUTHORIZATION NO. _____

This Work Authorization is made as of this 1 day of March, 2006, under the terms and conditions established in the AGREEMENT FOR GENERAL SYSTEMS CONSULTANT SERVICES, dated as of March 1, 2006 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and MSX International, Inc. ("Consultants"). 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. 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, Consultant shall provide the following submittals/deliverables (Documents) to the Authority:

Section B. - Schedule

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 Consultant 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 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: MSX International, Inc.

By: _____
Signature: _____
Title: _____
Date: _____

By: _____
Signature: _____
Title: _____
Date: _____