

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

RESOLUTION NO. 16-061

**AUTHORIZE EXECUTION OF A CONTRACT WITH HICKS & COMPANY
TO PROVIDE INDEPENDENT ENVIRONMENTAL COMPLIANCE
MANAGEMENT SERVICES FOR THE SH 45 SW PROJECT**

WHEREAS, by Resolution No. 15-075 dated October 28, 2015, the Board of Directors authorized the Executive Director to procure independent environmental compliance management services for the SH 45 SW Project; and

WHEREAS, by Resolution No. 16-058 dated July 27, 2016, the Board of Directors awarded a professional services contract to provide independent environmental compliance management services for the SH 45 SW Project to Hicks & Company; and

WHEREAS, the Executive Director and Hicks & Company, have discussed and agreed to a proposed contract and Work Authorization No. 1 for independent environmental compliance management services for the SH 45 SW Project; and

WHEREAS, the Executive Director recommends that the Board approve the proposed contract and Work Authorization No. 1 copies of which are attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to finalize and execute the proposed contract and Work Authorization No. 1 with Hicks & Company in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 7th day of September, 2016.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

CONTRACT FOR INDEPENDENT ENVIRONMENTAL COMPLIANCE MANAGEMENT SERVICES

THIS CONTRACT FOR INDEPENDENT ENVIRONMENTAL COMPLIANCE MANAGEMENT SERVICES (the “Contract”) is made by and between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas 78705, (the “Mobility Authority”) and Hicks & Company (the “Consultant” herein referred to as the “IECM”), having its principal business address at 1504 West 5th Street, Austin, Texas 78703

WITNESSETH

WHEREAS, the Mobility Authority desires to contract for services generally described as professional services to assist the Mobility Authority with Independent Environmental Compliance Management for the Project, and more specifically described in Article I (the “Services”); and,

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

WHEREAS, the IECM has agreed to provide the services subject to the terms and conditions hereinafter set forth.

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

AGREEMENT

ARTICLE 1 SCOPE OF SERVICES

The IECM will furnish items and perform those services for fulfillment of the Contract as identified in Exhibit B of the Attachment B - Work Authorization(s) (the “Services”). All Services provided by the IECM shall comply with the terms and conditions of this Contract and any Work Authorizations issued pursuant hereto.

ARTICLE 2 COMPENSATION

Compensation for the IECM’s Services and other aspects of the mutual obligations concerning the IECM’s Services and payment therefore are as follows:

A. Maximum Compensation. The maximum payment by the Mobility Authority for the Services provided under this Contract and associated Work Authorizations (including compensation to the IECM and reimbursable expenses) may not exceed \$_____.

B. Basis for Compensation. Subject to the terms of a Work Authorization issued pursuant to Article 4 below (including any maximum amount to be paid as stated therein), the Mobility Authority agrees to pay, and the IECM agrees to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Agreement, hourly rates for the staff working on the assignment computed as follows:

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

where Direct Labor Cost equals salary divided by 2080; OH Rate equals the IECM's most recent auditable overhead rate under 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR 31) or otherwise approved overhead rate pursuant to this subsection 2.B; and Profit (%) reflects a ten percent (10%) profit. The range of Direct Labor Costs for the classifications of employees working for the Authority as of the effective date of this Agreement is reflected in Attachment A. Revisions to Direct Labor Cost ranges for employee classifications and the auditable overhead rate may be proposed no more frequently than once per calendar year, and are subject to the written approval of the Executive Director or his designee. No increase shall be made **to the specified** profit percentage. The first adjustment to the auditable overhead rate shall be considered no earlier than one year after the execution of this contract. All adjustments shall be agreed to in writing by the Mobility Authority prior to implementation, and the Mobility Authority shall have the right to review and/or audit the IECM's Direct Labor Costs and auditable overhead rates upon written request. Once approved, the range of Direct Labor Costs and auditable overhead rate will be used going forward until the next annual adjustment is approved. Changes to the auditable overhead rate will not be applied retroactively to Direct Labor Costs incurred in the previous year. If the IECM or a sub consultant of the IECM does not have a Far 31 overhead rate, they may submit, for Mobility Authority approval, alternate documentation supporting an appropriate auditable overhead rate. If an auditable overhead rate is not submitted or available, fixed hourly rates must be submitted per subsection 2.I. During the term of this Agreement **the IECM shall provide to the Executive Director or his designee, prior to requesting any adjustment to its auditable overhead rate, a copy of the report establishing a new FAR rate for the IECM.**

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.

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

D. Reimbursable Expenses. As indicated above, and subject to the terms of any Work Authorization, the compensation computed in accordance with subsections 2.A. and B. is anticipated by the Mobility Authority and the IECM to be full and sufficient compensation and reimbursement for the Services, and includes all customary out-of-pocket expenses anticipated to result from the IECM's performance under the Contract that are included in the computation of the auditable overhead rate, such as office supplies, telecommunications systems, postage, general

photocopying, computer hardware/software and service charges, and similar costs. The IECM is responsible to provide all other necessary tools and equipment to perform the required Services which will be considered non-reimbursable. To the extent not otherwise included in the IECM's auditable overhead rate, non-reimbursable expenses shall also include all tolls incurred by IECM or any of its sub consultants in connection with the performance of the Services. Notwithstanding the foregoing, the IECM shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the IECM that are necessary for the performance of its duties under this Contract and which are not included in the auditable overhead rate, said expenses being limited to travel costs (at rates which may not exceed those applicable to Mobility Authority employees), printing costs, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the IECM employee or sub consultant, and other expenses directly approved, in advance, by the Executive Director or his designee. Except for automobile expenses paid at the federal mileage rate and travel paid at state approved rates (if available), all such reimbursement shall be at one-hundred percent (100%) of the actual cost thereof paid by the IECM to unaffiliated entities; provided, however, that aggregate amounts in excess of \$2,500 for which the IECM intends to seek reimbursement pursuant to this subsection 2.C. must be approved in advance and in writing by the Executive Director or his designee, except when such advance approval is impractical due to a bona fide emergency situation. Except as otherwise authorized in a validly issued Work Authorization, and only then to the extent reimbursable by the Texas Department of Transportation ("TxDOT") under the terms of any form of financial assistance agreement, the Mobility Authority shall not reimburse the IECM for travel, lodging, and similar expenses incurred by the IECM to bring additional staff to its local office or to otherwise reassign personnel to provide basic support of the IECM's performance of the Services, provided, however, that the Mobility Authority shall reimburse, but only in accordance with the terms of this subsection 2.C., such costs incurred by the IECM to bring to its local office or the Mobility Authority's facilities, with advance approval by the Executive Director or his designee, staff with specialized skills or expertise required for the Services and not customarily available from a staff providing general consulting environmental compliance services of the type described in this agreement.

The IECM acknowledges that all expenses and costs paid or reimbursed by the Mobility Authority using federal or state funds shall be paid or reimbursed in accordance with, and subject to, applicable policies of the Mobility Authority and other applicable state and federal laws, including the applicable requirements of 2 CFR 200 Subpart E, which may reduce the amount of expenses and costs reimbursed to less than what was actually incurred.

E. Subcontractors. For the purposes of this Contract, a "subcontractor" is an individual or entity contracted by the IECM to provide services related to or part of those which the IECM owes to the Mobility Authority under this Contract. The IECM may engage a subcontractor to provide services, and the Mobility Authority will reimburse the IECM for the IECM's cost of engaging the subcontractor for those services, if the IECM provides a written description of the proposed services and the proposed price (using rates approved in Attachment A), to the Mobility Authority before the services are provided and the Mobility Authority has provided to the IECM a written approval for the services and the proposed price. If an approved subcontractor bills on an hourly rate, each invoice from the subcontractor submitted to the Mobility Authority for reimbursement must report the tasks performed by each billing person and the

amount of time spent performing the task. The IECM may not charge a mark-up or commission on a subcontractor's invoice, and the Mobility Authority will not reimburse the IECM in an amount that exceeds the price proposal from the subcontractor that was approved by the Mobility Authority.

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

G. Invoices and Records. The IECM shall submit its monthly invoices certifying the fees charged and any reimbursable expenses for Services provided during the previous month, and shall also present a reconciliation of monthly invoices (and related estimates) to which the work relates. Each invoice shall be in such detail as is required by the Mobility Authority and, if the work is eligible for payment through a financial assistance agreement with the Texas Department of Transportation ("TxDOT"), in such detail as TxDOT may require, including a breakdown of Services provided on a project-by-project basis, together with other Services requested by the Mobility Authority, with the IECM provided advance notice of such TxDOT requirements. Upon request of the Mobility Authority, the IECM shall also submit certified time and expense records directly related to Services provided to the Mobility Authority, and copies of invoices that support invoiced fees and reimbursable expenses. All invoices must be consistent with the rates established by this Contract. Unless waived in writing by the Executive Director, no invoice may contain, and the Mobility Authority will not be required to pay, any charge for billable hours which is more than (90) days old at the time of invoicing.

H. Effect of Payments. No payment by the Mobility Authority shall relieve the IECM of its obligation to deliver timely the Services required under this Contract or a Work Authorization. If, prior to acceptance of any Service, product or other deliverable, the Mobility Authority determines that said Service, product or deliverable does not satisfy the requirements of this Contract (beyond mere creative differences), the Mobility Authority may reject same and require the IECM to correct or cure same within a reasonable period of time and at no additional cost to the Mobility Authority.

I. Time and place of payment. Upon receipt of an invoice that complies with all invoice requirements set forth in Article 3, the Mobility Authority shall make a good faith effort to pay the amount, which is due and payable within thirty (30) days, provided that if all or a portion of the Services reflected in the invoice are to be reimbursed by TxDOT through a financial assistance agreement between TxDOT and the Mobility Authority, the Mobility Authority shall make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT. **If the Mobility Authority disputes a request for payment by the IECM, the Mobility Authority agrees to pay any undisputed portion of the invoice when due. Any such dispute must be detailed in writing within 30 days after the Mobility Authority's receipt of**

the monthly invoice. The IECM reserves the right to stop work under this Contract if payments are not timely made per the terms of this Contract.

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

ARTICLE 3 PAYMENT REQUIREMENTS

A. Monthly Invoices. The IECM shall submit its monthly invoices and any reimbursable expenses for Services provided during the previous month. The invoice shall be submitted electronically in a form acceptable to the Mobility Authority. The IECM is authorized to submit requests for payment no more frequently than monthly and no later than ninety (90) days after costs are incurred.

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

C. Thirty Day Payments. Upon receipt of an invoice that complies with all invoice requirements set forth in this Article, the Mobility Authority shall make a good faith effort to pay the amount, which is due and payable within thirty (30) days, provided that if all or a portion of the Services reflected in the invoice are to be reimbursed by TxDOT through a financial assistance agreement between TxDOT and the Mobility Authority, the Mobility Authority shall make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT.

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

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

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

- (2) In the event that invoices are not submitted on a monthly basis, a monthly submittal of the progress report information will be required nevertheless;
- (3) The Mobility Authority and/or the GEC (as defined in Article 18) will review the invoices for supporting documentation, compliance with the Contract, and consistency with the submitted progress report;
- (4) The invoice will either be recommended for approval by Mobility Authority and/or GEC, or the Mobility Authority and/or GEC will return it to the IECM for required correction; and
- (5) Upon satisfactory review and approval of the invoice, the Mobility Authority will submit it to the Mobility Authority CFO for payment.

ARTICLE 4 WORK AUTHORIZATIONS

A. Use. Services performed shall be in strict accordance with the scope, schedule, and budget set forth in each Work Authorization issued pursuant to this Contract, and no Services shall be performed which are not the subject of a validly issued Work Authorization. The Mobility Authority will issue Work Authorizations using the form attached as Attachment B to authorize all work under this Contract. No work shall begin on the activity until the Work Authorization is approved and fully executed. All work must be completed on or before the completion date specified in the Work Authorization.

B. Contents. Each Work Authorization shall include: (1) types of Services to be performed and a full description of the work required to perform those Services (2) a full description of general administration tasks exclusive to that Work Authorization (3) a work schedule (including beginning and ending dates) with milestones; (4) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; and (5) a Work Authorization budget as described in subsection C below. The IECM is not to include additional Contract terms and conditions in the Work Authorization.

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

D. No Guaranteed Work. Work Authorizations will be issued at the sole discretion of the Mobility Authority. While it is the Mobility Authority's intent to issue Work Authorizations hereunder, the IECM shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.

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

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred beyond those authorized in a Work Authorization, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization in the form identified and attached hereto as Attachment C. Supplemental Work Authorizations, if required, must be executed by both parties within the period of performance specified in the Work Authorization. The IECM shall allow adequate time for review and approval of the Supplemental Work Authorization by the Mobility Authority.

(1) Notice. If the IECM is of the opinion that any assigned work is beyond the scope of this Contract and constitutes additional work beyond the Services to be provided under this Contract, it shall promptly notify the Mobility Authority and submit written justification presenting the facts of the work and demonstrating how the work constitutes supplementary work.

(2) Changes in Scope. Changes that would modify the scope of the work authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization (see Attachment C). If the change in scope affects the amount payable under the Work Authorization, the IECM shall prepare a revised Work Authorization budget for the Mobility Authority's approval. The Mobility Authority shall analyze the proposed justification, work hour estimate and cost. Upon approval of the need, the Mobility Authority shall negotiate the Supplemental Agreement scope with the IECM, and then process the final Supplemental, subject to final written approval by the Mobility Authority.

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

G. Deliverables. Upon satisfactory completion of the Work Authorization, the IECM shall submit the deliverables as specified in the executed Work Authorization to the Mobility Authority for review and acceptance.

ARTICLE 5 SCHEDULE

A. Progress meetings. As required and detailed in the Work Authorizations, the IECM shall from time to time during the progress of the work confer with the Mobility Authority.

The IECM shall prepare and present such information as may be pertinent and necessary or as may be requested by the Mobility Authority in order to evaluate features of the work.

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

C. Reports. The IECM shall promptly advise the Mobility Authority in writing of events that have a significant impact upon the progress of a Work Authorization, including:

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

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

D. Corrective Action. Should the Mobility Authority determine that the progress of work does not satisfy the milestone schedule set forth in a Work Authorization, the Mobility Authority shall review the work schedule with the IECM to determine the nature of corrective action needed.

E. More Time Needed. If the IECM determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed within the work schedule contained therein, the IECM shall promptly notify the Mobility Authority and shall follow the procedure set forth in the Work Authorization. The Mobility Authority may, at its sole discretion, modify the work schedule to incorporate an extension of time.

ARTICLE 6 SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the Mobility Authority desire to suspend a Work Authorization but not terminate the Contract, the Mobility Authority may verbally notify the IECM followed by written confirmation, giving fifteen (15) days prior notice. Both parties may waive the fifteen (15) day notice requirement in writing.

B. Reinstatement. A Work Authorization may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the Mobility Authority to resume the work. Both parties may waive the sixty (60) day notice in writing.

C. Limitation of Liability. The Mobility Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Mobility Authority to begin work,

during periods when work is suspended, or after the completion of the Contract or Work Authorization.

ARTICLE 7 CHANGES IN WORK

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

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

C. Errors/Omissions. The IECM shall make revisions to the work authorized in this Contract or Work Authorization(s) that are necessary to correct errors or omissions appearing therein, when required to do so by the Mobility Authority. No additional compensation shall be paid for this work.

ARTICLE 8 OWNERSHIP OF DATA

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

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

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

**ARTICLE 9
PUBLIC INFORMATION AND CONFIDENTIALITY**

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

B. Confidentiality. The IECM shall not disclose information obtained from the Mobility Authority under this Contract without the express written consent of the Mobility Authority.

**ARTICLE 10
PERSONNEL, EQUIPMENT AND MATERIAL**

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

B. Removal of Contractor Employee. All employees of the IECM assigned to this Contract shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Mobility Authority may instruct the IECM to remove any employee from association with work authorized in this Contract if, in the sole opinion of the Mobility Authority, the work of that employee does not comply with the terms of this Contract or if the conduct of that employee becomes detrimental to the work.

C. Replacement of Key Personnel. The IECM must notify the Mobility Authority in writing as soon as possible, but no later than three (3) business days after a project manager or other key personnel as specified in Attachment D is removed from association with this Contract, giving the reason for removal.

D. Mobility Authority Approval of Replacement Personnel. The IECM may not replace the project manager or key personnel, as designated in the applicable Work Authorization, without prior consent of the Mobility Authority. The Mobility Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Mobility Authority determines that the new project manager or key personnel is not acceptable, the IECM may not use that person in that capacity and shall replace him or her with one satisfactory to the Mobility Authority within thirty (30) days.

E. Ownership of Acquired Property. Except to the extent that a specific provision of this Contract states to the contrary, the Mobility Authority shall own all intellectual property acquired or developed under this Contract and all equipment purchased by the IECM or its subcontractors under this Contract. All intellectual property and equipment owned by the Mobility Authority shall be delivered to the Mobility Authority when the Contract or applicable Work

Authorization terminates, or when it is no longer needed for work performed under this Contract, whichever occurs first.

ARTICLE 11 SUBCONTRACTING

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

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

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

D. Invoice Approval and Processing. All subcontractors shall prepare and submit their invoices on the same billing cycle and format as the IECM (so as to be included in invoices submitted by the IECM), and in the event that the cycles are not concurrent, a detailed explanation will be submitted to the Mobility Authority.

ARTICLE 12 INSPECTION OF WORK

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

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

**ARTICLE 13
SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval by the Mobility Authority before a final report is issued. The Mobility Authority's comments on the IECM's preliminary report must be addressed in the final report.

**ARTICLE 14
VIOLATION OF CONTRACT TERMS**

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

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

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

**ARTICLE 15
TERMINATION**

- A. Termination.** The Contract may be terminated by any of the following conditions:
- (1) by mutual agreement and consent, in writing from both parties;
 - (2) by the Mobility Authority by notice in writing to the IECM as a consequence of failure by the IECM to perform the Services set forth herein in a satisfactory manner or if the IECM violates the provisions of Article 22, Gratuities;
 - (3) by either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) days written notice and opportunity to cure;
 - (4) by the Mobility Authority for its convenience and in its sole discretion, not subject to the consent of the IECM, by giving thirty (30) days written notice of termination to the IECM; or
 - (5) by satisfactory completion of all Services and obligations described herein.

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

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

D. Calculation of Payments. The Mobility Authority shall use the fee structure established by the applicable Work Authorization in determining the value of the work performed up to the time of termination. In the event that a cost plus fixed fee basis of payment is utilized in a Work Authorization, any portion of the fixed fee not previously paid in the partial payments shall not be included in the final payment.

E. Surviving Requirements. The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Mobility Authority and the IECM under this Contract, except for those provisions that establish responsibilities that extend beyond the Contract period, including without limitation the provisions of Article 17.

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

ARTICLE 16 COMPLIANCE WITH LAWS

The IECM shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and

regulations, nondiscrimination, licensing laws and regulations, the Mobility Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. When required, the IECM shall furnish the Mobility Authority with satisfactory proof of its compliance therewith.

ARTICLE 17 INDEMNIFICATION

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

ARTICLE 18 ROLE OF GENERAL ENGINEERING CONSULTANT

The Mobility Authority will utilize a General Engineering Consultant ("GEC") to assist in its management of this Contract. The GEC is an independent contractor and is authorized by the Mobility Authority to provide the management and technical direction for this Contract on behalf of the Mobility Authority. All the technical and administrative provisions of the Contract shall be managed by the GEC, and the IECM shall comply with all of the GEC's directives that are within the purview of the Contract. Decisions concerning Contract amendments and adjustments, such as time extensions and Supplemental Work Authorizations, shall be made by the Mobility Authority; however, requests for such amendments or adjustments shall be made through the GEC, who shall forward such requests to the Mobility Authority with its comments and recommendations.

Should any dispute arise between the General Engineering Consultant and the IECM, concerning the conduct of this Contract, either party may request a resolution of said dispute by the Executive Director of the Mobility Authority or his designee, whose decision shall be final. The parties shall first try to resolve the dispute at the lowest level practical. In the event that an agreement cannot be reached, the IECM may schedule a meeting with the GEC Program Manager. If an agreement cannot be reached at this level, then a meeting will be scheduled with the Mobility Authority and the GEC Program Manager, so the IECM can present its case. The Mobility Authority's decision in the matter will be final. In no case will the IECM go directly to the Mobility Authority with a dispute unless the IECM believes that the GEC is violating, or is directing the IECM to take an action which would violate, any laws or similar provisions described in Article 16 or any ethical obligations owed to the Mobility Authority.

ARTICLE 19 IECM'S RESPONSIBILITY

A. Accuracy. The IECM shall have total responsibility for the accuracy and completeness of the documents prepared under this Contract and shall check all such material accordingly.

B. Errors and Omissions. The IECM's responsibility for all questions arising from errors and/or omissions will be determined by the Mobility Authority. The IECM shall not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the project has been completed. In the event that the Mobility Authority discovers a possible error or omission, the Mobility Authority shall notify the IECM and seek to involve the IECM in determining the most effective solution with respect to time and cost, provided that the Mobility Authority shall ultimately determine the solution that is chosen.

C. Revision of Documents. Once the work has been accepted by the Mobility Authority, the Mobility Authority, as the owner, will notify the IECM, in writing, of the possibility that the Mobility Authority may find it necessary to alter, complete, correct, revise or add to the work. The Mobility Authority will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original IECM's work.

ARTICLE 20 NONCOLLUSION

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

B. Liability. For breach or violation of this warranty, the Mobility Authority shall have the right to annul this Contract without liability or, in its discretion, to deduct from the

Contract compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 21
INSURANCE**

The IECM and all subcontractors shall furnish the Mobility Authority a properly completed Certificate of Insurance approved by the Mobility Authority prior to beginning work under the Contract and shall maintain such insurance through the Contract period. The IECM shall provide certificates of insurance in a form reasonably acceptable by the Mobility Authority. The IECM certifies that it has and will maintain insurance coverages as follows:

A. Comprehensive General Liability Insurance or Commercial General Liability Insurance. If coverages are specified separately, they must be at least these amounts:

Bodily Injury	[\$] each occurrence
Property Damage	[\$] each occurrence [\$] for aggregates

Manufacturers' or Contractor Liability Insurance is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

B. Workers Compensation. IECM shall provide and maintain worker's compensation insurance coverage with statutory benefits, and Employers Liability insurance coverage, with limits not less than [\$].

C. Automobile Liability Insurance. IECM shall provide and maintain automobile liability insurance coverage in the amount of [\$] per occurrence for bodily injury and property damage.

D. Subcontractor Insurance Coverage Election. If a subcontractor selected by the IECM to perform work associated with this Contract is unable to secure insurance coverage in the amounts set forth in this Article 21, IECM may provide to the Mobility Authority an explanation of coverages that a subcontractor does possess, why those coverages are adequate to cover the potential exposure for the work to be performed by the subcontractor, and an acknowledgement that the IECM remains liable for the work performed under the contract, including that performed by the subcontractor. The Mobility Authority may, in its sole discretion, elect to accept the insurance coverage obtained by the subcontractor in lieu of the coverage required by this Article 21.

E. General for All Insurance. The IECM shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Mobility Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the

insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subarticles 21.a. through d., above, by A. M. Best Company as “A-X” or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subarticle 21.e., a rating by A. M. Best Company or similar rating service satisfactory to the Mobility Authority and/or its insurance consultant; and (c) otherwise acceptable to the Mobility Authority.

All policies are to be written through companies authorized to transact that class of insurance in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subarticles 21.a., b., c., d. and f., above, shall name the Mobility Authority as additional insured and shall protect the Mobility Authority, its officers, employees, and directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful acts or failures to act by the IECM, its officers, employees, directors, agents, and representatives in the performance of the services rendered under this Agreement. Certificates shall also indicate that the contractual liability assumed in Article 17, above, is included.

The insurance carrier shall include in each of the insurance policies required under subsections 21.a., b., c., d., e., and f., the following statement: “This policy will not be canceled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director”

ARTICLE 22 GRATUITIES

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

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

ARTICLE 23 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

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

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

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

- 1) Requires an actions or vote by the governing body of the entity or agency before the contract may be signed; or
- 2) Has a value of at least \$1 million.

ARTICLE 24 MAINTENANCE, RETENTION AND AUDIT OF RECORDS

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

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

ARTICLE 25 CIVIL RIGHTS COMPLIANCE

A. Compliance with Regulations. The IECM shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

B. Nondiscrimination. The IECM, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

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

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

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

- (1) withholding of payments to the IECM's under the Contract until the IECM complies; and/or
- (2) cancellation, termination, or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions: The IECM shall include the provisions of Article 25A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The IECM shall take such action with respect to any subcontract or procurement as the Mobility Authority or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the IECM becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the IECM may request the Mobility Authority to enter into such litigation to protect the interests of the Mobility Authority; and, in addition, the IECM may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 26 PATENT RIGHTS

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

ARTICLE 27 DISPUTES

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

B. Disputes Concerning Work or Cost. The Executive Director of the Mobility Authority shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Contract, and his decision upon all claims, questions and disputes shall be final. The IECM shall comply with the provisions of Article 18 in proceeding with such disputes.

ARTICLE 28 SUCCESSORS AND ASSIGNS

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

ARTICLE 29 SEVERABILITY

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

ARTICLE 30 PRIOR CONTRACTS SUPERSEDED

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

ARTICLE 31 CONFLICT OF INTEREST

The undersigned IECM represents that such firm has no conflict of interest that would in any way interfere with its or its employees' performance of Services for the Mobility Authority or which in any way conflicts with the interests of the Mobility Authority. The Mobility Authority shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Mobility Authority's interests.

ARTICLE 32 ENTIRETY OF AGREEMENT

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

ARTICLE 33 SIGNATORY WARRANTY

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

ARTICLE 34 NOTICES

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

In the case of the IECM:

Hicks & Company
1504 West 5th Street
Austin, TX 78703

In the case of the Mobility Authority:

Executive Director
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705

with a copy to:

Director of Engineering
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300

Austin, TX 78705

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

**ARTICLE 35
BUSINESS DAYS AND DAYS**

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

**ARTICLE 36
INCORPORATION OF PROVISIONS**

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

**ARTICLE 37
PRIORITY OF DOCUMENTS/ORDER OF PRECEDENCE**

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

- A. Supplemental Work Authorizations;
- B. Work Authorizations;
- C. Contract Amendments;
- D. This Contract.
- E. The Request for Qualifications
- F. The IECM’s Response to the Request for Qualifications.

Additional details and more stringent requirements contained in a lower priority document will control unless the requirements of the lower priority document present an actual conflict with the requirements of the higher level document. Notwithstanding the order of precedence among Contract Documents set forth in this Article 37, in the event of a conflict within a Contract Document or set of Contract Documents with the same order of priority (including within documents referenced therein), the Mobility Authority shall have the right to determine, in its sole discretion, which provision applies.

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

THE IECM

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)

(Signature)

(Printed Name)

Mike Heiligenstein

(Title)

Executive Director

(Date)

(Date)

**Attachments and Exhibits to Contract for Independent Environmental Compliance
Management Services**

Attachments	Title
A	Rate Schedule
B	Work Authorization
C	Supplemental Work Authorization
D	List of Key Personnel

ATTACHMENT A

RATE SCHEDULE

ATTACHMENT B

**WORK AUTHORIZATION
WORK AUTHORIZATION NO. 1**

CONTRACT FOR INDEPENDENT ENVIRONMENTAL COMPLIANCE MANAGEMENT SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Independent Environmental Compliance Management Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Mobility Authority) and Hicks & Company (the IECM) dated _____.

PART I. The IECM will perform Independent Environmental Compliance Management Services in accordance with the project description attached hereto in Exhibit B and made a part of this Work Authorization. The responsibilities of the Mobility Authority and the IECM as well as the work schedule are further detailed in Exhibits A, B, C, D, and E which are attached hereto and made a part of the Work Authorization.

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

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

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

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

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

THE IECM

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

(Signature)

(Signature)

(Printed Name)

Mike Heiligenstein

(Title)

Executive Director

(Date)

(Date)

LIST OF EXHIBITS TO ATTACHMENT B, WORK AUTHORIZATION

Exhibits	Title
A	Services to Be Provided by the Mobility Authority
B	Services to Be Provided by the Independent Environmental Compliance Management Firm (the "IECM")
C	Work Schedule
D	Fee Schedule/Budget
E	Form 1295, Certificate of Interested Parties

EXHIBIT A

SERVICES TO BE PROVIDED BY THE MOBILITY AUTHORITY

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

1. Authorize the IECM in writing to proceed.
2. Render reviews, decisions and approvals as promptly as necessary to allow for the expeditious performance of the Services to be provided by the IECM.
3. Provide timely review and decisions in response to the IECM's request for information and/or required submittals and deliverables, in order for the IECM to maintain the agreed-upon work schedule.
4. Maintain the Project's Website.
5. Provide the IECM with relevant data available to the Mobility Authority related to people, agencies and organizations interested in the proposed project.

EXHIBIT B

SERVICES TO BE PROVIDED BY THE INDEPENDENT ENVIRONMENTAL COMPLIANCE MANAGEMENT

Consulting and professional services include, but are not limited to, providing Independent Environmental Compliance Management, and ensuring the project is in compliance with the project's Environmental Compliance Management Plan (ECMP) and Water Pollution Abatement Plan (WPAP) including all applicable environmental laws and regulations during construction. The IECM shall be responsible for monitoring and advising the Contractor and construction management team regarding environmental regulatory compliance during construction. The IECM shall also be responsible for ensuring compliance to environmental commitments and requirements for the project during construction.

The IECM shall provide a U.S. Fish and Wildlife Service certified Biologist to ensure no impact to threatened or endangered species for the duration of the Project. Biological monitoring is intended to be corridor-wide with a focus on areas with most suitable habitat within and in close proximity to the Project right of way. Monitoring will be performed every two weeks from March – Sept during Warbler season and then on an as needed basis at the discretion of the CTRMA.

Prior to commencement of construction, the IECM shall conduct a general field survey of the Project right of way and to look for any protected species, habitats or nests covered by either the endangered species act or the migratory bird treaty act. The field work is anticipated to take no more than two weeks and be performed prior to the commencement of clearing currently anticipated in early October. Survey documentation of the results of the survey shall be provided daily with a written report following a week after conclusion of field work.

The IECM shall not control or direct the construction under the construction contract. Independent environmental compliance management shall not relieve the Contractor of sole responsibility for the means and methods of construction, or for health or safety precautions in connection with the work under the construction contract. The IECM shall be available and able to advise on environmental matters and shall have the authority to stop construction activity in response to emerging environmental situations or any eminent failure to comply with environmental requirements.

The IECM shall work at the direction and supervision of the Mobility Authority and any of its authorized agents to provide the Services, and shall serve as a member of the Project Oversight Team alongside the Mobility Authority and its oversight consultants, TxDOT, and the Construction Engineering and Inspection (CE&I) Team. The Mobility Authority expects the IECM to work cooperatively and collaboratively in assisting the Mobility Authority throughout all aspects and phases of construction operations and in its dealings with the Contractor, suppliers, subcontractors, CE&I Team, engineers, legal counsel, accountants, consultants, government entities, utilities, property owners, and the general public. The IECM is expected to coordinate with the Mobility Authority's Public Involvement team, as necessary, to assist the Mobility Authority in its dealings with the general public, abutting property owners, and interested advocacy

groups. The IECM shall participate as part of the project management team and will report to the GEC.

The Services to be provided by the IECM include, without limitation, the following key elements:

A. General Requirements

- 1) Provide all labor, equipment, tools and incidentals to perform the Services.
- 2) Provide all Personal Protective Equipment (PPE), as necessary in performance of Services. PPE will meet all current standards set by OSHA and any additional project specific requirements.
- 3) Provide vehicles clearly displaying company logos, mobile phones, and computer equipment system (i.e. laptop, computers and/or tablets) capable of performing the Services.
- 4) Perform environmental compliance monitoring and coordinate response to construction related environmental issues.
- 5) Act as a single point of contact for all identified environmental conditions that require some type of action such as stop work, assessment, regulatory agency notification and review, and documentation and record keeping.
- 6) Services will include online entry of documents into the Mobility Authority's document control system. The Mobility Authority will provide access to the project document control system. The IECM will become familiar with the operation of this system, as needed, and respect the confidentiality of all information provided to and available on this system.
- 7) Perform the Services described in this agreement as needed before, during, and after the construction of improvements.

B. Independent Environmental Compliance Manager Responsibilities

The IECM shall be responsible for ensuring that the Contractor's operations comply with the Environmental Compliance Management Plan (ECMP), which includes, but is not limited to, the following:

- 1) Provide environmental training staff to assist in the development and approval of the Contractor's environmental training program. The IECM will be responsible for periodic audits of the Contractor's environmental training program.
- 2) Conduct formal, routine inspections of BMPs, Sensitive Feature Buffers, Sensitive Feature Integrity, and Overall Environmental Commitment Compliance. The IECM will be responsible for conducting the following routine inspections:
 - a. Environmental Compliance Inspections - As part of the weekly inspection routine, the IECM shall inspect the construction site for consistency with the project's environmental goals and regulations, which includes, but is not limited to, those identified in the EPIC sheets, SW3P sheets, ECMP, and WPAP. The IECM is responsible for the inspection of BMPs to ensure proper function and for tracking the occurrence and repair of deficiencies in

erosion and sediment control. The IECM shall be responsible to ensure that the Contractor is performing formal, routine inspections in accordance with the approved storm water pollution prevention plan (SW3P) and the ECMP. The IECM shall have the authority to request the addition of BMPs as necessary or to provide other adaptive management proposals for addressing environmental issues, and shall also follow the WPAP accordingly.

- b. Bear Creek Water Quality Monitoring - At any time that construction activity is occurring in the Bear Creek watershed and Bear Creek is flowing, Bear Creek water quality sampling shall be part of weekly inspection routine. Additionally, the IECM shall make reasonable efforts to record water quality during each discharge event from any water quality pond that releases treated storm water to Bear Creek.
 - c. Protection of Sensitive Features Inspection - Buffers shall be established around sensitive features identified in the Geologic Assessment and those identified during construction, including groundwater recharge areas and any discovered habitat of any protected species. The IECM shall inspect each established buffer weekly and document conditions of protective BMPs, evidence of dumping or vandalism, changes in surface flow patterns, and changes in vegetation assemblage. These inspections shall be included in the weekly Environmental Compliance Inspection Reports.
 - d. Vegetation Management - Natural vegetation within the right-of-way is to be preserved to the greatest extent practicable. The IECM is responsible for monitoring the Contractor's operations to ensure marked and protected vegetation is not disturbed. The IECM is responsible for advising where natural vegetation from disturbed areas may be transplanted when practicable.
 - e. Void Discovery - As part of the Void Mitigation Plan, all excavations will be inspected for presence of sensitive recharge features. When notified of the presence of a void meeting the characteristics in Section 6.1 of the ECMP, the IECM will immediately notifying the TCEQ regional office, BSEACD, the CPM, the CE&I Project Manager, the GEC and the TxDOT District Environmental Office. The IECM is also responsible for ensuring that the Contractor provides the appropriate temporary BMPs and setbacks. The IECM is responsible for monitoring the effectiveness of the temporary BMPs and shall recommend adjustments, if necessary.
- 3) Bird Monitoring - The IECM is responsible for monitoring the project area to identify any habitats or nests to protect or avoid impact to any discovered protected species, habitats or nests. The IECM is responsible for coordinating an appropriate course of action with the Authority before any discovered protected species, habitat or nests are disturbed.

- 4) Provide continual environmental compliance monitoring and identify conditions that warrant actions related to regulatory compliance. The IECM will be on-site during all project operations to monitor practices, operations, and environmental protective measures in an effort to ensure compliance with project's environmental goals and regulations. The IECM will be responsible for monitoring and reporting on the Contractor's operations to ensure the following:
 - a. The Contractor is utilizing innovative dust control techniques to minimize erosion and suppress dust.
 - b. The Contractor's use of temporary construction lighting is restricted to storage, office, and active work areas without unnecessary stray light on nearby housing and environmentally sensitive areas.
 - c. The Contractor's use of chemical herbicides and pesticides is prohibited. The IECM will assist in the development of pest species control strategies and oversee control operations to ensure consistency with project environmental goals and regulations.
 - d. The Contractor is complying with the project's Hazardous Materials Management Plan, which includes, but is not limited to, storing hazardous materials in designated storage areas; refueling in designated refueling areas with proper BMPs; providing corrective action in the event of a spill and/or discovery of abandoned hazardous materials.
- 5) Ensure formal, routine inspections are being performed by the Contractor in accordance with the approved storm water pollution prevention plan (SW3P) and the ECMP. This should be done using TxDOT Form 2118, Construction Storm Water Pollution Prevention Plan Field Inspection and Maintenance Report. Inspections shall be conducted at least once every 7 calendar days and within 24 hours after 0.5 inches or more of rainfall.
- 6) The IECM shall review the daily reports submitted by the CRPE, and the two will coordinate to schedule corrective actions, as appropriate. The CRPE is responsible for assigning staff to corrective activities and recording the date that the corrective action is completed on the daily reports. The IECM is responsible for ensuring that the corrective actions are properly tracked and recorded.
- 7) The IECM shall be available and able to advise on repairs and adjustments to BMPs and other protective measures.
- 8) Provide sufficient staff and a staffing plan to maintain consistency throughout the Project to schedule and perform inspections and monitoring of the Contractor's work. The IECM shall be required to be on-site performing inspection and monitoring duties at any time the work is being performed including nighttime hours and on weekends, as required by the planned construction work. Inspections at locations other than the project site may be required. Staffing levels shall be optimized to eliminate and/or minimize overtime for both budget and safety reasons. If weather conditions, project delays, or work stoppages temporarily

reduce the need for personnel, the IECM shall be responsible for managing their staffing levels and hours billed accordingly. The Mobility Authority shall maintain the right and authority to approve or reject any or all environmental staff.

- 9) Maintain a digital photograph log of the Project area during construction to document environmentally sensitive areas, with emphasis on areas that the Contractor's operations must fully comply with all applicable environmental laws, regulations, and policies. All photographs shall have embedded time, date, and georeferencing data.
- 10) The scope and duration of the Project is based on the construction contract construction schedule, including any added days to the schedule by contract, as well as a close-out period. The IECM shall be available as requested by the Mobility Authority during close-out and will be responsible to ensure that all documentation has been submitted and all outstanding project-related issues have been resolved. A preliminary project schedule shall consist of approximately 34 months.
- 11) The IECM shall perform their work in a manner that minimizes disruption to the Contractor's operations and schedule. The IECM shall not hinder work that complies with the approved contract documents and applicable environmental laws, regulations, and policies.
- 12) The IECM shall have the authority to direct the Contractor to implement measures to minimize future violations of environmental laws, regulations, and policies. The IECM shall have the authority to stop construction activity in response to emerging environmental situations or eminent failure to comply with environmental requirements. This work stoppage should generally be limited to the immediate vicinity or area affected by the event that represents an imminent danger to the environment, or as needed to enforce Contractor compliance with environmental requirements for the project.

C. Inspection Levels

The IECM shall conduct continuous full-time inspection during all construction operations. The IECM will also be responsible for conducting non-working hour inspections during weather events.

Biological monitoring shall be performed full time during initial project clearing and commencement of construction activities but may be reduced as circumstances warrant at the discretion of the Authority.

D. Meetings

Meeting attendance and participation shall include, but not be limited to:

- 1) Attend and participate in the project pre-construction meeting held by the Mobility Authority.
- 2) Attend and participate in weekly progress meetings held by the Mobility Authority with the Contractor.

- 3) Attend and participate in staff meetings for the construction oversight team held by the Mobility Authority.
- 4) Attend and participate in pre-activity meetings, safety meetings, and any other meetings requiring construction inspection expertise, as requested by the Mobility Authority.
- 5) Provide input on meeting minutes generated.

E. Environmental Monitoring Reports (EMR)

The IECM shall prepare at a minimum weekly status reports to the Mobility Authority summarizing all environmental work. The IECM shall also submit reports as required by environmental laws, regulations, and policies. The status reports shall be in a form provided or acceptable by the Mobility Authority.

A minimum of one Environmental Monitoring Report (EMR) per week is to be submitted to the Mobility Authority on the status of the Work as it relates to environmental commitments and detailing the results of the Environmental Compliance Management Plan for the subject period. Items to be included in the report include, but are not limited to, a summary of Environmental Compliance Inspections, Bear Creek Water Quality Monitoring, and Protection of Sensitive Features Inspection; a summary of violations of or noncompliance with environmental laws, regulations, and policies; and measures taken to eliminate, prevent, remediate and minimize environmental impacts.

F. Deliverables

The following documentation shall be maintained and kept up-to-date during the course of the construction contract for review by the Mobility Authority and shall be submitted in a timely manner to the Mobility Authority after being checked by an appropriate member of the IECM staff.

- 1) Weekly Environmental Monitoring Reports
- 2) Inspector Photographs
- 3) Construction Storm Water Pollution Prevention Plan Field Inspection and Maintenance Report (TxDOT Form 2118)

EXHIBIT C
WORK SCHEDULE

The IECM will perform Independent Environmental Compliance Management Services as described in this Work Authorization and will submit deliverables to the Mobility Authority based on the following work schedule:

Notice to Proceed	October 10, 2016 (Tentative)
Substantial Completion.....	32 months
Final Completion.....	34 months

EXHIBIT D

FEE SCHEDULE/BUDGET

EXHIBIT E

Certificate of Interested Parties (Form 1295)

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)
			<input type="checkbox"/> Controlling <input type="checkbox"/> Intermediary
5 Check only if there is NO interested Party. <input type="checkbox"/>			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath		_____ Printed name of officer administering oath	
_____ Title of officer administering oath			
ADD ADDITIONAL PAGES AS NECESSARY			

ATTACHMENT C

**SUPPLEMENTAL WORK AUTHORIZATION NO. ____
TO WORK AUTHORIZATION NO. ____
CONTRACT FOR INDEPENDENT ENVIRONMENTAL COMPLIANCE
MANAGEMENT SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Contract for Independent Environmental Compliance Management Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Mobility Authority) and Hicks & Company (the IECM) dated _____.

The following terms and conditions of Work Authorization No. ____ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. ____ not hereby amended are to remain in full force and effect.

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

THE IECM

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)
Mike Heiligenstein

Executive Director

(Date)

ATTACHMENT D

List of Key Personnel

Independent Environmental Compliance Manager

Overall Fee Estimate
Independent Environmental Compliance Management Services
State Highway 45 Southwest
Central Texas Regional Mobility Authority

LABOR COSTS

TASK NO.	TASK DESCRIPTION	Principal	Senior Environmental Scientist II	Senior Environmental Scientist II	Senior Environmental Scientist I	Environmental Scientist II	Environmental Scientist I	Environmental Professional III	Environmental Professional II	Environmental Professional I	Administrative		
	Biological Monitor Pre-construction Inspection		12	60		5			80	20	6	183	\$ 7,037.45
	Environmental Training Support		133	18	18	36	160				1	366	\$ -
	Cultural Resources		20			40	40	40				140	\$ 5,666.40
	Environmental Compliance Monitoring and Inspections	10	518								140	668	\$ 32,630.52
	Routine SW3P/WPAP Inspections			200		1224	1632		170	170		3396	\$ 130,202.92
	Weekly Reporting		380	100		680	544					1704	\$ 74,100.08
	Environmental Compliance Monitoring		100	300		1717	2193		172	172		4654	\$ 181,387.51
	Coordination with CRPE and Contractor		380			136	544		170	170		1400	\$ 56,709.80
	Karst Void Discoveries and Investigations	10	243	404	796	264	49	32			72	1870	\$ 91,502.25
	Water Quality Monitoring	20	164	100		180	544		182	182		1372	\$ 51,977.80
	Bird Monitoring	10	68	1060		72			690	690	20	2610	\$ 101,735.56
	Meetings	30	388	114	60	352	288		12	12	25	1281	\$ 59,875.70
	TOTAL HOURS:	80	2406	2356	874	4706	5994	72	1476	1416	264		
	LABOR COSTS:	\$ 4,945.60	\$ 135,079.28	\$ 107,732.56	\$ 43,717.48	\$ 203,073.74	\$ 228,720.88	\$ 2,595.60	\$ 42,582.60	\$ 35,017.68	\$ 6,466.14		
	SUB-TOTAL LABOR COSTS (FIELD):	\$ 671,912.82											
	SUB-TOTAL LABOR COSTS (OFFICE):	\$ 138,018.74											
	OVERHEAD (FIELD):	\$ 890,295.05											
	OVERHEAD (OFFICE):	\$ 255,743.27											
	PROFIT	\$ 195,596.99											
	TOTAL	\$ 2,151,566.87											

DIRECT COSTS

	ESTIMATED UNITS	UNIT	RATE	ESTIMATED COST	
Truck fee (H&C)	68	Months	\$ 400.00	\$ 27,200.00	2 trucks x 34 months
Cell Phone Usage (H&C)	68	Months	\$ 100.000	\$ 6,800.00	2 cell phone users x 34 months
Mileage (~20 mi RT x 75 trips)	1500	mile	\$ 0.54	\$ 810.00	
Survey supplies	19	per event	\$ 25.000	\$ 475.00	
Postage for karst specimens	1	per event	\$ 100.00	\$ 100.00	
Downhole camera rental	20	days	\$ 50.00	\$ 1,000.00	
Truck fee (ACI)	1400	Hourly	\$ 7.30	\$ 10,220.00	
Data Plan (ACI)	32	Monthly	\$ 70.000	\$ 2,240.00	
			TOTAL:	\$ 48,845.00	

TOTAL COSTS

TOTAL LABOR COSTS:	\$ 2,151,566.87
TOTAL DIRECT COSTS:	\$ 48,845.00
TOTAL LABOR & NON-LABOR COST:	\$ 2,200,411.87

Zara Environmental Fee Estimate
Independent Environmental Compliance Management Services
State Highway 45 Southwest
Central Texas Regional Mobility Authority

LABOR COSTS

TASK NO.	TASK DESCRIPTION	Senior Environmental Scientist II	Permitted Scientist (Karst Biologist)	Geologist (Karst Geologist)	Karst Technician	Taxonomy Expert	GIS Technician	Administrative	TOTAL \$ BY TASK
	Biological Monitor Pre-construction Inspection								\$ -
	Environmental Training Support	3	18	18				1	\$ 2,017.45
	Cultural Resources								\$ -
	Environmental Compliance Monitoring and Inspections								\$ -
	Routine SW3P/WPAP Inspections								\$ -
	Weekly Reporting								\$ -
	Environmental Compliance Monitoring								\$ -
	Coordination with CRPE and Contractor								\$ -
	Karst Void Discoveries and Investigations	143	404	796	204	4	32	72	\$ 81,008.45
	Water Quality Monitoring								\$ -
	Bird Monitoring								\$ -
	Meetings	10	60	60				5	\$ 6,772.90
	TOTAL HOURS:	0	156	482	204	4	32	0	78
	AVERAGE HOURLY SALARY RATE:		\$ 62.63	\$ 50.02	\$ 50.02	\$ 40.55	\$ 95.52	\$ 40.55	\$ 28.84
	LABOR COSTS:	\$ -	\$ 9,770.28	\$ 24,109.64	\$ 43,717.48	\$ 8,272.20	\$ 382.08	\$ 1,297.60	\$ -
	SUB-TOTAL LABOR COSTS (FIELD):		\$ 87,549.28						
	SUB-TOTAL LABOR COSTS (OFFICE):		\$ 2,249.52						
	OVERHEAD (FIELD):		\$ 89,095.40						
	OVERHEAD (OFFICE):		\$ 2,289.25						
	PROFIT:		\$ 18,118.34						
	TOTAL:		\$ 199,301.79						

DIRECT COSTS

	ESTIMATED UNITS	UNIT	RATE	ESTIMATED COST
Mileage (~20 mi RT x 75 trips)	1500	mile	\$ 0.54	\$ 810.00
Survey supplies	19	per event	\$ 25.00	\$ 475.00
Postage for karst specimens	1	per event	\$ 100.00	\$ 100.00
Downhole camera rental	20	days	\$ 50.00	\$ 1,000.00
			TOTAL:	\$ 2,385.00

TOTAL COSTS

TOTAL LABOR COSTS:	\$ 199,301.79
TOTAL DIRECT COSTS:	\$ 2,385.00
TOTAL LABOR & NON-LABOR COST:	\$ 201,686.79

INTERA Fee Estimate
 Independent Environmental Compliance Management Services
 State Highway 45 Southwest
 Central Texas Regional Mobility Authority

LABOR COSTS

TASK NO.	TASK DESCRIPTION	Senior Environmental Scientist II									TOTAL \$ BY TASK
	Biological Monitor Pre-construction Inspection										\$ -
	Environmental Training Support	20									\$ 1,474.80
	Cultural Resources										\$ -
	Environmental Compliance Monitoring and Inspections	10									\$ 737.40
	Routine SW3P/WPAP Inspections										\$ -
	Weekly Reporting										\$ -
	Environmental Compliance Monitoring										\$ -
	Coordination with CRPE and Contractor										\$ -
	Karst Void Discoveries and Investigations										\$ -
	Water Quality Monitoring	30									\$ 2,212.20
	Bird Monitoring										\$ -
	Meetings	10									\$ 737.40
	TOTAL HOURS:	0	70	0	0	0	0	0	0	0	
	AVERAGE HOURLY SALARY RATE:		\$ 73.74								
	LABOR COSTS:	\$ -	\$ 5,161.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	SUB-TOTAL LABOR COSTS (FIELD):	\$ -									
	SUB-TOTAL LABOR COSTS (OFFICE):	\$ 5,161.80									
	OVERHEAD (FIELD):	\$ -									
	OVERHEAD (OFFICE):	\$ 7,881.04									
	PROFIT:	\$ 1,304.28									
	TOTAL:	\$ 14,347.12									

DIRECT COSTS	ESTIMATED UNITS	UNIT	RATE	ESTIMATED COST
				\$ -
				\$ -
			TOTAL:	\$ -

TOTAL COSTS	
TOTAL LABOR COSTS:	\$ 14,347.12
TOTAL DIRECT COSTS:	\$ -
TOTAL LABOR & NON-LABOR COST:	\$ 14,347.12

SH 45 SW IECM Staffing Plan

Firm	Position	Total Hours	FTE	SH 45 SW IECM Staffing Plan																																			
				2016				2017				2018				2019																							
				Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul		
Hicks & Company	Principal (Tom Van Zandt)	100	0.0	0.1	0.1	0.1	0.1																																
Hicks & Company	Project Manager (Jason Buntz)	1480	0.3	0.5	0.5	0.5	0.5	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
Hicks & Company	Environmental Compliance Manager (Ed Rashin)	4502	0.8	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Hicks & Company	Environmental Compliance Inspector (new hire)	5990	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Hicks & Company	Senior Avian Biologist (John Kuhl)	1174	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
Hicks & Company	Jr. Avian Biologist (Julie LeClair)	1380	0.2	0.7	0.7	0.7	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.2	0.2	0.2	0.2	0.2	0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.2	0.2	0.2	0.2	0.2
Hicks & Company	Jr. Environmental Compliance Inspector (Elizabeth Hauss)	1524	0.3	0.5	0.5	0.5	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	
	Total Hicks & Company Hours	16344																																					
	Total Hicks & Company FTEs	2.7	2.8	4.0	4.0	4.0	3.3	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	2.5	2.5	2.5	2.5	2.5	2.6	2.6	2.6	2.6	2.6	2.6	2.1	2.1	2.1	2.1	2.1	2.1	2.2	2.2	2.2	2.2	2.2		
Zara Environmental	Project Geologist	1348	0.2	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	
Zara Environmental	Karst Biologist	482	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
aci consulting	Environmental Compliance Monitor	1400	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	
INTERA	Senior Environmental Advisor	70	0.0	0.1	0.1	0.1	0.1																																
	Total Subcontractor Hours	3300																																					
	Total Subcontractor FTEs	0.6	0.6	0.8	0.8	0.8	0.8	0.7	0.7	0.6	0.6	0.6	0.6	0.6	0.6	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5		
	Total IECM Hours	19644																																					
	Total IECM FTEs	3.3	3.4	4.8	4.8	4.8	4.1	3.7	3.7	3.6	3.6	3.6	3.6	3.6	3.6	3.0	3.0	3.0	3.0	3.0	3.1	3.1	3.1	3.1	3.1	3.1	2.6	2.6	2.6	2.6	2.6	2.6	2.7	2.7	2.7	2.7	2.7		