

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

**RESOLUTION NO. 17-063**

**ACCEPT THE FINANCIAL STATEMENTS FOR OCTOBER 2017**

WHEREAS, the Central Texas Regional Mobility Authority (“Mobility Authority”) is empowered to procure such goods and services as it deems necessary to assist with its operations and to study and develop potential transportation projects, and is responsible to insure accurate financial records are maintained using sound and acceptable financial practices; and

WHEREAS, close scrutiny of the Mobility Authority’s expenditures for goods and services, including those related to project development, as well as close scrutiny of the Mobility Authority’s financial condition and records is the responsibility of the Board and its designees through procedures the Board may implement from time to time; and

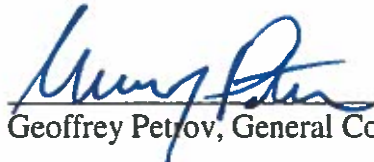
WHEREAS, the Board has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the Mobility Authority’s Chief Financial Officer, to review invoices, approve disbursements, and prepare and maintain accurate financial records and reports;

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of October 2017, and has caused Financial Statements to be prepared and attached to this resolution as Exhibit A; and

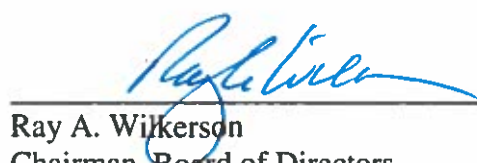
NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accept the Financial Statements for October 2017, attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 13<sup>th</sup> day of December 2017.

Submitted and reviewed by:

  
\_\_\_\_\_  
Geoffrey Petrov, General Counsel

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors

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

**RESOLUTION NO. 17-064**

**APPROVE AN INTERLOCAL AGREEMENT WITH  
THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE  
HIGHWAY EMERGENCY RESPONSE OPERATION (HERO) PROGRAM**

WHEREAS, since it was re-initiated in September 2010, the Mobility Authority has been administering the Highway Emergency Responders Operators (HERO) program to assist first responders with traffic incidents, clear large debris from the roadway, and provide free roadside assistance to stranded motorists in Central Texas; and

WHEREAS, by Resolution Nos. 12-043, 16-006 and 16-072, the Board of Directors has extended the HERO program through January 31, 2018 and expanded the service coverage area; and

WHEREAS, beginning December 4, 2017, the Texas Department of Transportation ("TxDOT") will take over the HERO program and further expand service coverage area, including Mobility Authority facilities on US 183, US 290, SH 71 and MoPac; and

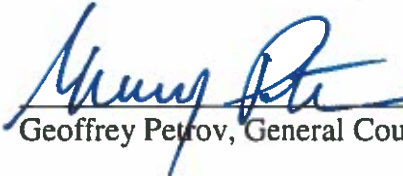
WHEREAS, the Mobility Authority and TxDOT have negotiated an interlocal agreement in an amount not to exceed \$1,741,457.27 to cover HERO services on Mobility Authority facilities including 183A, Manor Expressway, MoPac Expressway, and 71 Express through August 31, 2020 on an as-needed basis; and

WHEREAS, the Executive Director recommends that the Board of Directors approve the interlocal agreement with TxDOT for HERO services on Mobility Authority facilities in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that proposed interlocal agreement with TxDOT for HERO services is hereby approved and the Executive Director is authorized and directed to execute the interlocal agreement in the form or substantially the same form as is attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 13<sup>th</sup> day of December 2017.

Submitted and reviewed by:

  
\_\_\_\_\_  
Geoffrey Petrov, General Counsel

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**INTERLOCAL AGREEMENT**

**THIS CONTRACT** is entered into by the Contracting Parties under Government Code, Chapter 791.

**I. CONTRACTING PARTIES:**

The Texas Department of Transportation	TxDOT
Central Texas Regional Mobility Authority (CTRMA)	Local Government

**II. PURPOSE:** TxDOT, the Performing Agency, will provide Safety Service Patrol, the common term for HERO of the five highway segments identified by the Project Location Maps attached as Loop1, from Parmer Lane to SH 45 South; 290 East Toll Rd from US 183 to Joyce Turner Drive in Manor; 183-A Toll Road from RR 276 to Lakeline Mall Drive; US 183 from US 290 East to SH 71 East; and SH 71 Express Toll Road from US 183 South to SH 130. CTRMA will contribute to the costs TxDOT incurs to provide that service.

**III. STATEMENT OF SERVICES TO BE PERFORMED:** TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

**IV. CONTRACT PAYMENT:** The total amount of this contract shall not exceed \$1,741,457.27 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

**V. TERM OF CONTRACT:** This contract begins when fully executed by both parties and terminates on August 31, 2020 or when otherwise terminated as provided in this Agreement.

**VI. LEGAL AUTHORITY: THE PARTIES** certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated December 13, 2017, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Projects.

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

By \_\_\_\_\_ Date \_\_\_\_\_  
 AUTHORIZED SIGNATURE  
 Mike Heiligenstein, Executive Director

**FOR THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
 James Bass  
 Executive Director

**ATTACHMENT A****Scope of Services**

TxDOT, the Performing Agency, shall provide services for the Local Government Central Texas Regional Mobility Authority (CTRMA) for Fiscal Years (FY) 18 through FY 20.

Over the past several years, TxDOT Austin District and mobility partners have utilized Safety Service Patrol (SSP) services as an integral part of Traffic Incident Management (TIM). For various reasons, purchase orders for ownership and management of an SSP program called the Highway Emergency Response Operator (HERO) program have transferred to TxDOT from Central Texas Regional Mobility Authority (CTRMA), the regional mobility partner in Austin. As Traffic Management Systems (TMS) technologies and strategies have evolved, HERO has maintained its critical role in keeping roads clear. CTRMA has managed the HERO Patrol Service program since 2010, assisting law enforcement agencies and other emergency and support response agencies with incident management following accidents and facilitating roadway clean-up. This service has covered TxDOT-managed roads in the Austin area including portions of I-35 and US 183. CTRMA's HERO program is terminating on December 3, 2017 with TxDOT initiating a new HERO program as a result of Purchase Order (PO or BPO) 60132000060530. The TxDOT HERO Program for which PO is awarded includes expanded Austin-area highway portions, as specifically set forth in Attachment E – Location Map Showing Projects. The TxDOT HERO Program will continue to use the existing HERO Program phone number, updated blue truck graphics, and operate through existing facilities at the Combined Transportation and Emergency Communications Center (CTECC) in East Austin.

TxDOT shall coordinate with the Local Government to issue a written Notice to Proceed (NTP) for Segment No. 1 roadway for Tx1/Loop1/MOPAC once the Agreement has been executed. Once other roadway segments have been identified, the Local Government will issue the next NTP per each roadway prior to any services being performed by TxDOT. After the NTP is issued, TxDOT will require ramp up time of 60 days in order to get equipment in place to perform the work.

TxDOT's written progress report shall describe activities during the reporting period; and overall status, including a percent complete for the task authorized by each active roadway.

TxDOT shall submit monthly invoices in a format acceptable to the Local Government. Invoices will be paid in accordance with the rates determined on Attachment B Budget, which is attached to this agreement.

TxDOT's vendor is to provide all personnel, supervision, expertise, vehicles, equipment, materials, parts, licenses, supplies and incidentals necessary to provide Highway Emergency Response Operator (HERO) services on the Texas capital region roadways identified in Attachment E – Location Map Showing Projects. The services will minimize traffic congestion and improve highway safety by clearing damaged and disabled vehicles and debris from the Travel Lanes and providing traffic control and scene protection at incidents.

**ATTACHMENT B****BUDGET****Annual Budget FY 2018, FY 2019, & FY 2020**

The Local Government will reimburse TxDOT for the established share of maintenance costs calculated under Table B-1 below as a percentage of the costs incurred by TxDOT to provide HERO services on the Texas capital region roadways. Table B-2 below is the estimated cost for all roadways per year and the contract total for three years.

**Table B-1: Cost Sharing Percentage Split for Routine Maintenance**

Roadway	Roadways/Segments	North or West Limit	South or East Limit	Miles	Total Estimated Cost	% split	CTRMA Participation Cost
1	TX 1/Loop 1/MoPac (GP and ML)	Pamer Lane	SH 45 South	21.8	\$ 591,315.47	25%	\$ 147,828.87
2	290 East Toll Rd/Manor Expressway RMA	US 183	Joyce Turner Drive in Manor	6.2	\$ 102,981.91	67%	\$ 68,997.88
3	183-A Toll Road RMA	RR 276	Lakeline Mall Drive	10.3	\$ 295,657.73	100%	\$ 295,657.73
4	SH 71 Express Toll Road	US 183 South	SH 130	3.9	\$ 147,828.87	46%	\$ 68,001.28
				42.2	\$ 1,137,783.98		\$ 580,485.76

**Table B-2 Cost per year**

Roadway	Roadways/Segments	FY 18	FY 19	FY 20	Contract Total
		CTRMA Participation Cost	CTRMA Participation Cost	CTRMA Participation Cost	
1	TX 1/Loop 1/MoPac (GP and ML)	\$ 147,828.87	\$ 147,828.87	\$ 147,828.87	\$ 443,486.60
2	290 East Toll Rd/Manor Expressway RMA	\$ 68,997.88	\$ 68,997.88	\$ 68,997.88	\$ 206,993.64
3	183-A Toll Road RMA	\$ 295,657.73	\$ 295,657.73	\$ 295,657.73	\$ 886,973.19
4	SH 71 Express Toll Road	\$ 68,001.28	\$ 68,001.28	\$ 68,001.28	\$ 204,003.84
	Total	\$ 580,485.76	\$ 580,485.76	\$ 580,485.76	\$ 1,741,457.27

## ATTACHMENT C

### General Terms and Conditions

#### **Article 1. Amendments**

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

#### **Article 2. Conflicts Between Agreements**

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

#### **Article 3. Disputes**

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

#### **Article 4. Ownership of Equipment**

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

#### **Article 5. Termination**

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

#### **Article 6. Gratuities**

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT.

#### **Article 7. Responsibilities of the Parties**

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

#### **Article 8. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

#### **Article 9. State Auditor's Provision**

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**Article 10. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**Article 11. Notices**

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	Central Texas Regional Mobility Authority Construction & Maintenance Manager 3300 N. IH-35, Suite 300 Austin, Texas 78705
<b>TxDOT:</b>	Director, Contract Services Texas Department of Transportation 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

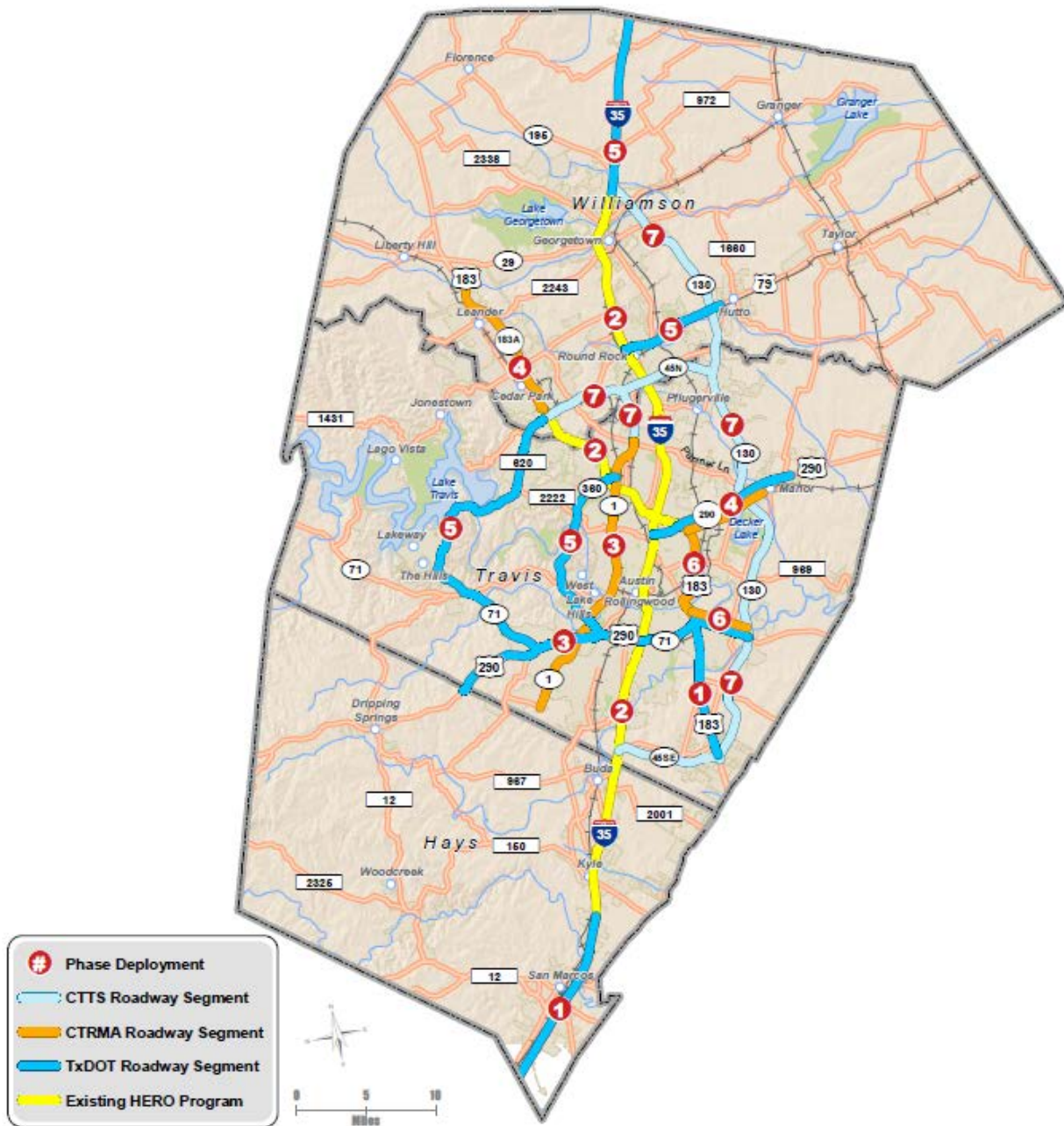


**ATTACHMENT D**  
**Resolution or Ordinance**

# ATTACHMENT E


## Location Maps Showing Projects

### Austin Area Roadways for Safety Service Patrol



## ATTACHMENT E

### Roadways Limit for Safety Service Patrol

 CTRMA Roadway Segment

Phase	Roadways/Segments	Operator	North or West Limit	South or East Limit	Miles	Total Miles
1	I-35 (south extension)	TxDOT	Yarrington Road in Kyle	Hays/Comal County Line	12.8	22.7
	US 183 (south extension)	TxDOT	SH 71 East	SH 45 Southeast	9.9	
2	I-35 (existing)	TxDOT	SH 130 in Georgetown	Yarrington Road in Kyle	54.8	68.7
	US 183 (existing)	TxDOT	Lakeline Mall Drive	US 290 East	13.9	
3	SH 71	TxDOT	RM 620 at City of Bee Cave	US 183 South	19.1	46.9
	SL 1/Loop 1/MoPac (GP and ML)	CTRMA	Parmer Lane	SH 45 South	21.8	
	US 290 West *	TxDOT	Hays/Travis County Line	SH 71 at The Y at Oak Hill	6	
4	US 290 East	TxDOT	East Koenig Lane	Greenbury Drive in Manor	11.6	28.1
	290 East Toll Road/ Manor Expressway	CTRMA	US 183	Joyce Turner Drive in Manor	6.2	
	183-A Toll road	CTRMA	CR 276	Lakeline Mall Drive	10.3	
5	SL 360/Loop 360/Capital of Tx Hwy	TxDOT	SL 1/Loop 1/MoPac North	Ben White/US 290 West/SH 71	14.6	53.6
	RM 620	TxDOT	US 183 North	SH 71 West	18.9	
	US 79	TxDOT	I-35 North in Round Rock	Ed Schmidt Blvd. in Hutto	7.7	
	I-35 (north extension)	TxDOT	Bell/Williamson County Line	SH 130	12.4	
6	US 183 (central; Bergstrom Expressway)	CTRMA	US 290 East	SH 71 East	10.9	18.7
	SH 71 East (non-tolled lanes)	TxDOT	US 183 South	SH 130	3.9	
	SH 71 Express Toll Road	CTRMA	US 183 South	SH 130	3.9	
7	SH 130 (Segments 1-4)	CTTS	I-35 North in Georgetown	SH 45 Southeast	46.9	71.0
	SL 1/Loop 1/MoPac North	CTTS	SH 45 North	Parmer Lane	4.1	
	SH 45 North	CTTS	US 183 North	SH 130 North	12.7	
	SH 45 Southeast	CTTS	I-35 South in Creedmoor	SH 130 South	7.3	
References: Central Texas Regional Mobility Authority (CTRMA) website Central Texas Turnpike System (CTTS) website			Initial Route (Phase 1)		22.7	
			Later Route Deployment (Phase 2-7)		287.0	
			Total Program Route		309.7	

- \* A segment of TX-71 West, from The Y at Oak Hill to I-35, is concurrent with US 290 West.
- Central Texas Regional Mobility Authority. Existing CTRMA SSP service will continue until replaced by TxDOT service on a rolling basis between July 2017 and January 1, 2018 at the latest.
- Central Texas Turnpike System. Existing CTTS SSP is operated by TxDOT Toll Operations Division (TOD). Existing SSP service will continue until replaced by TxDOT service.

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

**RESOLUTION NO. 17-065**

**APPROVE AMENDMENT NO. 7 TO THE AGREEMENT WITH GILA LLC, d/b/a MUNICIPAL SERVICES BUREAU FOR VIOLATION PROCESSING AND COLLECTION SERVICES**

WHEREAS, by Resolution No. 07-071, dated December 7, 2007, the Board of Directors ("Board") authorized the Executive Director to finalize and execute an Agreement for Violation Processing and Debt Collection Services effective January 15, 2008, (the "Agreement") with Gila Corporation, a Texas corporation subsequently converted to Gila LLC, a Texas limited liability company, d/b/a Municipal Services Bureau ("MSB") through January 14, 2013; and

WHEREAS, by Resolution No. 12-037, dated May 30, 2012, and Resolution No. 15-030, dated May 27, 2015 the Board approved Amendment Nos. 5 and 6, respectively, extending the Agreement with MSB to January 14, 2018; and

WHEREAS, by Resolution No. 17-014, dated March 29, 2017, the Board authorized and directed the Executive Director to develop and issue a request for proposals for Pay By Mail, violation processing, collection and customer services agreement; and

WHEREAS, pursuant to the Board's direction, the Mobility Authority has conducted a procurement for a vendor to administer a new Pay By Mail program, including violation processing, collection and customer service functions; and

WHEREAS, in order to maintain uninterrupted services and provide an orderly transition to the new Pay By Mail program, the Executive Director has determined it is in the best interests of the Mobility Authority to extend the Agreement with MSB to January 14, 2019, with the option to terminate the Agreement earlier if the services are no longer needed; and

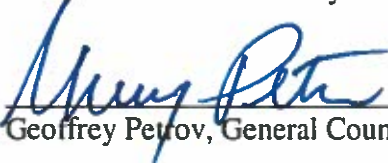
WHEREAS, the Executive Director recommends that the Board approve Amendment No. 7 to the Agreement in the form or substantially the form as is attached hereto as Exhibit A to extend the term of the Agreement to January 14, 2019.

NOW THEREFORE, BE IT RESOLVED that proposed Amendment No. 7 to the Agreement with Gila LLC, d/b/a Municipal Services Bureau is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute Amendment No. 7 in the form or substantially in the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 13<sup>th</sup> day of December 2017.

Submitted and reviewed by:

  
\_\_\_\_\_  
Geoffrey Petrov, General Counsel

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

**AMENDMENT NO. 7 TO  
AGREEMENT FOR VIOLATION PROCESSING  
AND DEBT COLLECTION SERVICES  
BETWEEN  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY  
AND  
GILA CORPORATION, d/b/a  
MUNICIPAL SERVICES BUREAU**

This Amendment is effective on January 15, 2018, and amends that certain Agreement For Violation Processing and Debt Collection Services Between Central Texas Regional Mobility Authority ("CTRMA") and Gila Corporation, d/b/a Municipal Services Bureau (the "Consultant" or "MSB"), dated to be effective January 15, 2008 (the "Agreement"), as that agreement has been subsequently amended.

Pursuant to the authority granted by the CTRMA Board of Directors in Resolution No. 17-\_\_\_\_\_, dated December 13, 2017, the parties to this Amendment No. 7 agree as follows:

ARTICLE 3 (TIME OF PERFORMANCE) of the Agreement is hereby amended to read in its entirety as follows:

**ARTICLE 3  
TIME PERFORMANCE**

The term of this Agreement shall be eleven (11) years, commencing January 15, 2008, and concluding January 14, 2019 (the "Expiration Date"), subject to the earlier termination of this Agreement pursuant to Article 4 (TERMINATION FOR DEFAULT) or Article 5 (OPTIONAL TERMINATION) below or to a further extension of this Agreement upon agreement of both parties. If at any time during the contract term the Consultant cannot provide the requested Services within the time required by the CTRMA or for any other reason, the Authority reserves the unilateral right to procure the Services from any other source it deems capable of providing those Services.

All other provisions of the Agreement, as amended, remain unchanged.

By their signatures below, CTRMA and the MSB evidence their agreement to the amendment set forth above.

GILA CORPORATION, d/b/a  
MUNICIPAL SERVICES BUREAU

CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Bruce Cummings

Name: Mike Heiligenstein

Title: President

Title: Executive Director

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

**RESOLUTION NO. 17-066**

**AWARD A CONTRACT FOR PAY BY MAIL, VIOLATIONS PROCESSING,  
COLLECTIONS AND CUSTOMER SERVICE**

WHEREAS, in anticipation of the expiration of the Mobility Authority's current agreement with Gila Corporation, a Texas corporation subsequently converted to Gila LLC, a Texas limited liability company, d/b/a Municipal Services Bureau ("MSB") on January 14, 2018, on December 7, 2016, the Mobility Authority issued a request for qualifications from firms interested in providing pay by mail, violations processing, collections and customer services to the Mobility Authority with a deadline to submit responses by January 10, 2017; and

WHEREAS, the Mobility Authority received twelve responses by the deadline which were evaluated and ranked in accordance with the terms of the request for qualifications; and

WHEREAS, by Resolution No. 17-014, dated March 29, 2017, the Board authorized and directed the Executive Director to issue a request for proposals to a shortlist of the six firms determined to be the most highly qualified based on the evaluation of the responses to the request for qualifications; and

WHEREAS, pursuant to the Board's direction, the Mobility Authority issued a requests for proposals to the shortlisted firms on April 19, 2017; and

WHEREAS, the Mobility Authority received four responses to the request for proposals on October 27, 2017 which were evaluated in accordance with the terms of the request for proposals and then conducted interviews with each of the four eligible firms on November 15-16, 2017; and

WHEREAS, following the conclusion of the interview process, Mobility Authority staff determined it was in the best interests of the Mobility Authority to request Best and Final Offers ("BAFOs") from all four firms who responded to the request for proposals; and

WHEREAS, the Mobility Authority issued a request for BAFOs on November 21, 2017, and received responses from each of the four eligible firms on December 1, 2017; and

WHEREAS, Mobility Authority staff conducted final scoring of BAFO responses and established a ranking of the eligible firms on December 8, 2017; and

WHEREAS, based on the results of the evaluation, the Executive Director recommends that the Board select and authorize negotiation of a contract for pay by mail, violations processing, collections and customer services with Cofiroute, USA LLC.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the selection of Cofiroute, USA LLC to provide pay by mail, violations processing, collections and customer services to the Mobility Authority; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to negotiate a pay by mail, violations processing, collections and customer services contract with Cofiroute, USA LLC. If the Executive Director and Cofiroute, USA LLC cannot agree on the terms of the contract, the Executive Director may elect not to contract with Cofiroute, USA LLC and may enter into negotiations with the next most highly ranked respondent as provided in Section 401.25 of the Mobility Authority Policy Code; and

BE IT FURTHER RESOLVED that once an agreement is reached the Executive Director shall present that proposed contract to the Board for its approval.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 13<sup>th</sup> day of December 2017.

Submitted and reviewed by:

  
\_\_\_\_\_  
Geoffrey Petrov, General Counsel

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors



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

**RESOLUTION NO. 17-067**

**APPROVE A NEW MASTER AGREEMENT  
WITH ATKINS NORTH AMERICA, INC. FOR GENERAL ENGINEERING  
CONSULTANT SERVICES**

WHEREAS, by Resolution No. 17-045, dated July 26, 2017, the Mobility Authority issued a request for qualifications to firms interested in providing general engineering consultant services to the Mobility Authority on August 11, 2017; and

WHEREAS, the Mobility Authority received two responses to the request for qualifications and, following evaluation of both responses, recommended that Atkins North America, Inc. be selected to provide general engineering consultant services to the Mobility Authority; and

WHEREAS, by Resolution No. 17-061, dated November 8, 2017, the Board approved the selection of Atkins North America, Inc. to provide general engineering consultant services to the Mobility Authority and authorized the Executive Director to negotiate a general engineering consultant services contract with Atkins North America, Inc.; and

WHEREAS, the Executive Director and Atkins North America, Inc. have negotiated a proposed Master Agreement for general engineering consultant services; and

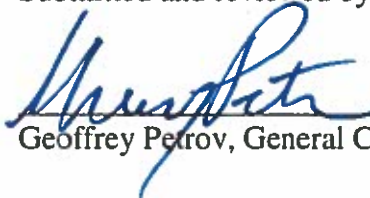
WHEREAS, the proposed Master Agreement is attached hereto as Exhibit A and sets forth the Scope of Services, Compensation and other terms.

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

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute the Master Agreement with Atkins North America, Inc. on behalf of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 13<sup>th</sup> day of December 2017.

Submitted and reviewed by:

  
\_\_\_\_\_  
Geoffrey Petrov, General Counsel

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

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

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**APPENDIX A**      SCOPE OF SERVICES

**APPENDIX B**      RATE SCHEDULE

**APPENDIX C**      KEY PERSONNEL

**APPENDIX D**      WORK AUTHORIZATION

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

**THIS AGREEMENT**, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, and by and between the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, 3300 N. IH-35, Suite 300, Austin, TX 78705, hereinafter referred to as the “Authority”, and **ATKINS NORTH AMERICA, INC.**, 11801 Domain Blvd, Suite 500, Austin, Texas 78758, hereinafter referred to as the “GEC”.

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Request for Qualifications dated August 11, 2017 (the “Request for Qualifications”), the Central Texas Regional Mobility Authority (the “Authority”) sought to identify and obtain the services of a qualified engineering firm to provide general consulting civil engineering services as the General Engineering Consultants (or GEC) for the Authority;

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

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

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

**1. THE SERVICES, GENERALLY.**

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

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

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

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

**2. SCOPE OF SERVICES.**

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

**3. "CONSULTING ENGINEERS" UNDER TRUST AGREEMENTS.**

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

**4. COMPENSATION.**

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

**a. BASIS FOR COMPENSATION.**



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

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

where Direct Labor Cost equals salary divided by 2080; OH Rate equals the GEC's most recent auditable overhead rate under 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR 31); and Profit ranges from 1.08 (8% Profit) to 1.12 (12% Profit). The Profit amount will be negotiated for each Work Authorization and/or Letter Agreement predicated on the complexity of each specific assignment. In general, it is anticipated an 8% Profit would be applied to assignments that are less complex and more administrative in nature, while a Profit amount up to 12% would be applied to those assignments that are complex, specialized, and carry increased levels of risk including project specific assignments for design and oversight. The cap of the Direct Labor Cost for the classifications of employees working for the Authority as of the Effective Date of this Agreement is reflected in Appendix B. Revisions to the Direct Labor Cost cap for employee classifications and the auditable overhead rate may be proposed no more frequently than once per calendar year, subject to the approval of the Executive Director or his/her designee. Annual revisions to Direct Labor Costs of employees working predominately on Authority projects shall not exceed 3% unless otherwise approved by the Authority. Revisions in employee classifications for employees working predominately on Authority projects must be approved by the Authority. No adjustment shall be made to the specified negotiated Profit for each Work Authorization and/or Letter Agreement. Adjustments to the direct labor costs, employee classifications and auditable overhead rate may occur in the month selected by the Engineer, however, the first adjustment shall occur no earlier than 12 months after the execution of this Agreement, and future adjustments shall occur

no earlier than 12 months after the previous adjustment. All adjustments shall be agreed to by the parties prior to implementation, and the Authority shall have the right to review and/or audit the GEC's Direct Labor Costs, employee classifications and auditable overhead rates upon written request. Once approved, the Direct Labor Costs, employee classification and auditable overhead rate will be used going forward until the next annual adjustment is approved. Changes to the auditable overhead rate will not be applied retroactively to Direct Labor Costs incurred in the previous year. During the term of this Agreement the GEC shall provide to the Executive Director or his/her designee, prior to requesting any adjustment to its auditable overhead rate, a copy of the report establishing a new FAR rate for the GEC.

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

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

**b. COMPUTATION AND ADJUSTMENT OF THE AUDITABLE OVERHEAD RATE.**

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

actual salary amounts for the individuals performing the work; and that, except as previously described in writing, the auditable overhead rate and negotiated Profit for each Work Authorization and/or Letter Agreement used under this Agreement shall not exceed the auditable overhead rate and negotiated Profit for similar work authorizations or other authorizations for work of a similar type utilized by the GEC in its agreement(s) with, or subcontracts for, GEC work for other toll road authorities, including any other regional mobility authority in the State of Texas.

**c. EXPENSES.**

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

be approved in advance and in writing by the Executive Director or his/her designee, except when such advance approval is impractical due to a bona fide emergency situation.

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

**d. NON-COMPENSABLE TIME.**

Time spent by the GEC’s employees or sub consultants to perform services or functions capable of being carried out by other, subordinate personnel with a lower hourly rate shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel. Time spent by the GEC’s personnel or sub consultants in an administrative or supervisory capacity not related to the performance of the services shall not be compensable. Time spent on work that is in excess of

what is customary and reasonable per industry standards for the performance of such services shall not be compensable.

**e. INVOICES AND RECORDS.**

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

**f. EFFECT OF PAYMENTS.**

No payment by the Authority shall relieve the GEC of its obligation to deliver timely the services required under this Agreement. If after approving or paying for any service, product or other deliverable, the Authority determines that said service, product or deliverable does not satisfy

the requirements of this Agreement, the Authority may reject same and, if the GEC fails to correct or cure same within thirty (30) days, or a longer time period granted in writing by the Executive Director or his/her designee, and at no additional cost to the Authority, the GEC shall return any compensation received therefore. In addition to all other rights provided in this Agreement, the Authority shall have the right to set off any amounts owed by the GEC pursuant to the terms of this Agreement upon providing the GEC prior written notice thereof.

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

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

**h. COMMERCIAL PRICING.**

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

**i. PLACE OF PAYMENT.**

Payments owing under this Agreement will be made by the Authority by wire transfer to:  
  
Atkins North America, Inc.

PO Box 409357

Atlanta, GA 30384-9357

Tax ID: 59-0896138

Wire Payments: Routing No. 026009593, Acct No 005481516927

ACH EFT Payments: ABA Routing 063100277, Acct No 005481516927

**j. TIMING OF PAYMENTS.**

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

- (i) For amounts invoiced by the GEC for work which is reimbursable by TxDOT pursuant to a toll equity grant, financial assistance agreement, or any other form of financial assistance, the Authority shall submit a payment request to TxDOT within fifteen (15) days of receipt of a conforming invoice from the GEC. Payment shall be due to the GEC from the Authority within thirty (30) days of the Authority's receipt of payment from TxDOT. Amounts of the type described in this subparagraph (i) outstanding for more than sixty (60) days after the Authority's receipt of payment from TxDOT shall accrue interest at the prime rate as published in the *Wall Street Journal* (or other accepted financial journal in the event that the *Wall Street Journal* ceases publication or fails to include current prime rates within its reported information) on the date payment is due or the first business day thereafter if the due date is a weekend or federal holiday (the "Prime Rate"). Notwithstanding anything to the contrary in this Agreement, the Authority shall have no responsibility for payment of amounts which are submitted to

TxDOT for reimbursement under a toll equity grant, financial assistance agreement, state highway fund loan, or any other form of financial assistance but which TxDOT refuses to pay, in whole or in part.

- (ii) For amounts invoiced by the GEC to the Authority for all properly authorized work which is not subject to reimbursement by TxDOT, payment shall be due within sixty (60) days of receipt by the Authority of the invoice and all necessary supporting documentation. Past due amounts shall accrue interest at the lesser of the maximum rate allowed by law or the Prime Rate. In the event that more than \$200,000 of costs of the type described in this subparagraph (ii) are due and payable for more than ninety (90) days, the GEC shall be entitled, upon thirty (30) days prior written notice to the Authority, to cease performing any further work for the Authority which is not of a type which is subject to reimbursement by TxDOT.

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

**k. TAXES.**



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

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

**I. AS-NEEDED BASIS.**

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

**m. COMPENSATION OF SUB CONSULTANTS.**

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

**5. TIME OF PERFORMANCE.**

It is understood and agreed that the term of this Agreement shall be for three (3) years, effective January 1, 2018 (the “Effective Date”), and concluding December 31, 2020, subject to the earlier termination of this Agreement pursuant to Sections 6 or 7 below, or upon agreement of both parties, further extension will be considered of up to two (2) individual terms, each term being for a period of up to two (2) years.

Executed Work Authorizations and Letter Agreements shall survive the termination of the Agreement and shall continue in full force and effect until all tasks associated with the Scope of Services are complete as determined by the Authority in its sole discretion. In such event, all terms of the Agreement shall remain applicable to each Work Authorization as if incorporated therein.

**6. TERMINATION FOR DEFAULT.**

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

termination pursuant to this Section 6 or Section 7 below abrogate or in any way affect the indemnification obligations of the GEC set forth in Section 21 hereof.

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

**7. OPTIONAL TERMINATION.**

**a. GENERALLY.**

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

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

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

**c. NO FURTHER COMPENSATION.**

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

**8. TERMINATION, GENERALLY.**

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

any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.

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

In addition to the foregoing rights and options to terminate this Agreement, the Authority may elect to suspend any portion of the services of the GEC hereunder, but not terminate this Agreement, by providing the GEC with prior written notice to that effect. Thereafter, the suspended services may be reinstated and resumed in full force and effect upon receipt from the Authority of thirty (30) days prior written notice requesting same. Similarly, the Authority may expand, limit, or cancel any portion of the services previously assigned to the GEC in accordance with this Agreement. The GEC shall not be entitled to any damages or other compensation of any form in the event that the Authority exercises its rights to suspend or modify the services pursuant to this Section 9, provided, however, that any time limits established by the parties in any Work Authorization and/or Letter Agreement or otherwise for the completion of specific portions of the services suspended pursuant to this Section 9 shall be extended to allow for said suspension or modifications thereof. Without limiting the foregoing, the GEC agrees that no claims for damages or other compensation shall be made by the GEC for any delays or hindrances occurring during the progress of any portion of the services specified in this Agreement as a result of any suspension or modification of the services or otherwise. Such delays or hindrances, if any, shall be provided for by an extension of time for such reasonable periods as the Authority may decide. It is acknowledged, however, that permitting the GEC to proceed to complete any services or any part of them after the originally specified date for completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Authority or any of its rights herein.

**10. PERSONNEL, EQUIPMENT AND MATERIAL, GENERALLY.**

**a. ADEQUATE PERSONNEL, ETC.**

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

The GEC shall furnish and maintain, at its own expense, adequate and sufficient personnel (drawn from its own employees or from approved sub consultants) and equipment, in the reasonable opinion of the Authority, to perform the services with the care and skill ordinarily used by members of the engineering profession practicing under similar conditions at the same time and locality of the services provided, and in all events without delays attributable to the GEC which have a reasonable likelihood of adversely affecting the progress of others involved with one or more of the Projects or the progress of the feasibility evaluation, design or construction of any such Project. All persons, whether employees of the GEC or of an approved sub consultant, providing the services shall be fully licensed to the extent required by their professional discipline associations' codes or otherwise by law. Without limiting the foregoing, all persons in charge of, or responsible for, design, plan preparation, and related engineering work shall be licensed to practice professional engineering in the State of Texas and shall, in the case of the GEC, be approved by the Authority prior to their involvement in work under this Agreement.

**b. NOTIFICATION OF PERSONNEL CHANGE**

In no event shall the GEC remove, transfer, or reassign any key task leader or individual working predominantly on Authority projects or assignments, as defined by the Authority, except as instructed by, or with the prior written consent of the Executive Director or his/her designee. The GEC shall notify the Authority at least ten (10) business days in advance of a proposed replacement of any individual working predominantly on Authority projects or assignments, and

submit the name and qualifications summary of the proposed replacement to the Authority. The Authority will review the qualifications and may interview the proposed replacement. The Authority reserves the right to approve or reject, without cause, any proposed replacement, and will provide such written approval or rejection within ten (10) business days after receipt of the qualifications documentation. If no response is provided within ten (10) business days the proposed replacement shall be considered rejected. The GEC shall use its best efforts to enhance continuity in personnel, sub consultants, and other individuals working predominantly on Authority projects or assignments. The GEC shall notify and consult with the Authority regarding the scheduling of unusual or prolonged corporate activities, vacations, and other engagements by personnel during which he/she is unavailable for the services.

**c. REMOVAL OF PERSONNEL.**

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

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

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



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

e. **KEY PERSONNEL.**

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

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

As may be directed by the Authority, key personnel shall meet with the Authority's Executive Director or his/her designee periodically (a) to assess the GEC's progress under this

Agreement and performance of the services and (b) to plan staffing levels to be provided by the GEC to the Authority for the upcoming period. The GEC shall permit inspections of its services and work by the Authority or others, when requested by the Authority. Nothing contained in this Agreement shall prevent the Authority from scheduling such other planning and performance reviews with the GEC or inspections as the Authority thinks necessary.

**12. PERSONNEL AT AUTHORITY'S FACILITIES.**

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

**13. OWNERSHIP OF PLANS.**

**a. GENERALLY.**

Notwithstanding any provision in this Agreement or in common law or statute to the contrary all of the plans, tracings, estimates, specifications, computer records, discs, tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, survey notes, logs, test procedures, test data, recommendations, reports and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the GEC, including all methods to generate any of the above and all information prepared for or posted on the Authority's website and together with all materials and data furnished to it by the Authority, are and at all times shall be and remain the property of the Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Authority; GEC hereby assigns any and all rights and

interests it may have in the foregoing to the Authority, and GEC hereby agrees to provide reasonable cooperation as may be requested by the Authority in connection with the Authority's efforts to perfect or protect rights and interests in the foregoing; and if at any time demand be made by the Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Authority without delay. The Authority hereby grants the GEC a revocable license to retain and utilize the foregoing materials for the limited purpose of fulfilling GEC's obligations under this Agreement, said license to terminate and expire upon the earlier to occur of (a) the completion of services described in this Agreement or (b) the termination of this Agreement, at which time the GEC shall deliver to the Authority all such materials and documents. If the GEC or a sub consultant desires later to use any of the data generated or obtained by it in connection with the Projects or any other portion of the work product resulting from the services, it shall secure the prior written approval of the Authority. The GEC shall retain its copyright and ownership rights in its own back-office databases and computer software that are not developed for the Authority or for purposes of this Agreement. Intellectual property developed, utilized, or modified in the performance of services for which the GEC is compensated under the terms of this Agreement shall remain the property of the Authority, GEC hereby agrees to provide reasonable cooperation as may be requested by the Authority in connection with the Authority's efforts to perfect or protect such intellectual property. The Authority retains an unrestricted license for software packages developed in whole or in part with Authority funds.

**b. SEPARATE ASSIGNMENT.**

If for any reason the agreement of the Authority and the GEC set forth in subsection 13.a. above regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the GEC hereby assigns and agrees to assign to the

Authority all right, title, and interest that GEC may have or at any time acquire in said work product and other materials, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force. The Authority hereby acknowledges, however, that all documents and other work product provided by the GEC to the Authority and resulting from the services performed under this Agreement are intended by the GEC solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the GEC shall have no liability for the use by the Authority of any work product generated by the GEC under this Agreement on any project other than for the specific purpose and Project for which the work product was prepared. Any other reuse or modification of such work product without the prior written consent of the GEC shall be at the sole risk of the Authority.

**14. WORK AUTHORIZATIONS / LETTER AGREEMENTS.**

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

performed on any Formal Work Authorization will be tracked and reported to the Authority separately from other work performed by the GEC. The monthly invoice to the Authority will include a progress summary of the work performed the previous month on each ongoing Formal Work Authorization.

Work Authorization Nos. 1.7, 2.5, 7.2 and 11 which were approved under the GEC Agreement between the Mobility Authority and Atkins North America, Inc. dated January 10, 2010 are hereby incorporated into this Agreement for all purposes and shall remain in full force and effect until terminated as provided herein.

**b. LETTER AGREEMENTS.** Work shall be in accordance with the budget documented in each Letter Agreement and in accordance with the scope in Appendix A. In relation to the Authority's annual budget development and Board approval process, the Authority and the GEC will identify an annual work program and associated budget for those activities identified for a given fiscal year. The Authority and GEC may prepare Letter Agreements to formally document a portion of said fiscal year budget as a not to exceed amount to be paid to the GEC in return for the performance of the associated services. No work shall begin on these services until the Letter Agreement is approved and fully executed by the Authority's Executive Director or his designee. The basis for payment on each Letter Agreement will be either (i) lump sum, (ii) cost plus to a maximum, or (iii) unit billing rate, or some combination of these methods, as stipulated in the Letter Agreement. In neither case will the maximum be exceeded without prior written approval from the Executive Director or his designee. In no event shall the amount of a Letter Agreement exceed the amount identified in the Authority's annual budget associated with those activities to be performed by the GEC. The maximum fee allowable for the performance of services under each Letter Agreement shall be computed as described in Section 4. The costs associated with work performed on any Letter Agreement will be tracked and reported to the Authority separately from other work

performed by the GEC. The monthly invoice to the Authority will include a progress summary of the work performed the previous month on each ongoing Letter Agreement. The compensation for these services shall be in accordance with the Agreement. These services will not be performed by the GEC until directed by the Authority.

**15. SUBCONTRACTING**

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

**16. SUBLETTING.**

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

**17. APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS.**

**a. WITNESS.**

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

provision shall be governed by rates and terms and conditions of a mutually agreeable Work Authorization and/or Letter Agreement covering GEC's said expert witness services.

**b. MEETINGS.**

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

**18. COMPLIANCE WITH LAWS.**

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

**19. INSURANCE.**

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

**a. WORKERS' COMPENSATION INSURANCE.**

In accordance with the laws of the State of Texas and employer's liability coverage with a limit of not less than \$1,000,000.

**b. COMPREHENSIVE GENERAL LIABILITY INSURANCE.**

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

**c. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE.**

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

**d. EXCESS LIABILITY INSURANCE.**

In an amount of \$5,000,000 per occurrence and aggregate.

**e. VALUABLE PAPERS INSURANCE.**

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

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

GEC shall provide and maintain professional liability coverage, with limits not less than \$5,000,000 per claim and \$5,000,000 aggregate. The professional liability coverage shall protect against any negligent act, error or omission arising out of design or engineering activities,



including environmental related activities, with respect to the project, including coverage for negligent acts, errors or omissions by any member of the GEC and its subcontractors and subconsultants (including, but not limited to design subcontractors and subconsultants) of any tier. The policy must provide that coverage extends a minimum of three (3) years beyond the GEC's completion of the services.

**g. GENERAL FOR ALL INSURANCE.**

The GEC shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subsections 19.a. through d., above, by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subsection 19.e., a rating by A. M. Best Company or similar rating service satisfactory to the Authority and/or its insurance consultant; and (c) otherwise acceptable to the Authority.

All policies are to be written through companies authorized to transact that class of insurance in the State of Texas.

Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subsections 19.b., c., and d., above, shall name the Authority as additional insured and shall protect the Authority, its officers, employees, and directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the

negligent or willful acts or failures to act by the GEC, its officers, employees, directors, agents, and representatives in the performance of the services rendered under this Agreement. Certificates shall also indicate that the contractual liability assumed in Section 21, below, is included.

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

**20. RELATIONSHIP BETWEEN THE PARTIES.**

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

obligations or acts of the GEC, its employees, sub consultants, or subcontractors, or any other person.

**21. AUTHORITY INDEMNIFIED.**

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

**ATTRIBUTABLE TO THE GEC OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, OR TO THEIR CONDUCT.**

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

**22. DELIVERY OF NOTICES, ETC.**

**a. NOTICES TO THE AUTHORITY.**

All written notices, demands, and other papers or documents to be delivered to the Authority under this Agreement shall be delivered to the **Central Texas Regional Mobility Authority**, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director, or at such other place or places as it may from time to time designate by written notice delivered to the GEC.

**b. NOTICES TO THE GEC.**

All written notices, demands, and other papers or documents to be delivered to the GEC under this Agreement shall be delivered to **Atkins North America, Inc.**, 3300 N IH-35, Suite 390, Austin, Texas 78705, Attn: Gregory S. Blake, until a project office is established or at such other place or places as the GEC may designate by written notice delivered to the Authority.

**c. DATE OF DELIVERY.**

All written notices, demands, and other papers or documents served upon the Authority or the GEC in the aforesaid manner shall be deemed served or delivered for all purposes hereunder

either (a) three (3) days after the U.S. Postal Service's postmarked date if mailed or (b) immediately upon actual delivery or refusal of delivery if transmitted by courier or overnight delivery service.

**23. REPORTS OF ACCIDENTS, ETC.**

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

**24. AUTHORITY'S ACTS.**

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

**25. LIMITATIONS.**

Notwithstanding anything herein to the contrary, all covenants and obligations of the Authority under this Agreement shall be deemed to be valid covenants and obligations only to the

extent authorized by Chapter 370 of the Texas Transportation Code and permitted by the laws and the Constitution of the State of Texas, and no officer, director, or employee of the Authority shall have any personal obligations or liability thereunder.

**26. CAPTIONS NOT A PART HEREOF.**

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

**27. CONTROLLING LAW, VENUE.**

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

**28. TIME OF ESSENCE.**

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

**29. SEVERABILITY.**

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

**30. SUCCESSORS.**

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

**31. AUTHORIZATION.**

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

**32. INTERPRETATION.**

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

**33. CONFLICTS OF INTEREST.**

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

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



**34. THE COMPLETE AGREEMENT.**

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

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

**Authority:**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**GEC:**

**ATKINS NORTH AMERICA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **APPENDIX A SCOPE OF SERVICES**

The following describes the generic scope of consultant services that the GEC may be requested to provide. It is the intent of The Mobility Authority to enter into a Work Authorization type agreement where a specific scope and fee will be developed for each work authorization.

### **1. Program Management**

The GEC shall furnish a Program Manager, Deputy Program Manager, and Project Managers to provide overall management of assigned projects through all stages of development beginning with the feasibility stage through construction of the project. The Program Manager will manage all activities assigned to the GEC and coordinate their activities with the staff of The Mobility Authority. The Program Manager will be responsible for ensuring the GEC services are provided on time, on schedule and meet quality standards. This Key Personnel Position must be able to convert technical information to understandable public messaging. The Program Manager must coordinate projects through all departments of The Mobility Authority, and ensure all aspects of project are properly documented and managed by their staff.

### **2. Preparation or Management of Preliminary/Feasibility Project Details**

GEC Services shall be inclusive of all services required to identify potential routes to the extent necessary to estimate and evaluate the cost, environmental impacts and technical feasibility of alternate routes. The projects may consist of new location or expansion of existing facilities including managed lanes projects.

Fiscal feasibility analyses of the potential of financing from capital created by the issuance of turnpike revenue bonds or other sources will be conducted jointly among The Mobility Authority, the GEC, the traffic and revenue engineers, financial advisors, general counselors, bond counselors, and investment bankers separately retained by The Mobility Authority. Indications of potential revenue bond financing feasibility can lead to more intensive services being required of the GEC and will be tailored to fit each turnpike prospect.

### **3. Preparation or Management of Environmental Documents**

For all projects the GEC may produce the Environmental Documents necessary for environmental clearance based on NEPA requirements. For larger projects, the GEC in coordination with The Mobility Authority staff may procure, manage and monitor a third party consultant who will perform the services required to obtain environmental

clearance for the project. The GEC will be expected to provide oversight services for all required disciplines. The GEC will be responsible for ensuring compliance with all applicable regulations, permitting requirements, and be capable of preparing risk assessments of various alternatives.

#### 4. Preparation or Management of PS&E Documents

For smaller projects the GEC may prepare PS&E Documents necessary for the bidding and construction of projects ranging from roadway to small structures required for The Mobility Authority to perform its operations and maintenance activities. For larger projects, the GEC in coordination with The Mobility Authority staff will procure, manage and monitor a third party who will be responsible for designing and bidding the project if it is to be delivered in a traditional design/bid/build method. The GEC will be expected to provide oversight services for all technical services required to design the complete project.

The projects may be delivered using the design/build or public/private/partnership method in which case the GEC will actively manage the procurement activities.

The GEC will need to ensure compliance with TxDOT's LGPP requirements, the Texas Administrative Code and other applicable State and Federal regulations.

#### 5. Procurement Services

The GEC will assist The Mobility Authority in the procurement of a variety of contractors including Design/Build, 3P, Design, Environmental, Construction, CE&I, Geotechnical, Surveying, Maintenance and other professional services as required. All contracts will be procured in conformance with The Mobility Authority's Procurement Policy. The GEC will need to be able to provide a team that is capable of actively managing the entire procurement process, and ensure that The Mobility Authority is managing the risk register appropriately.

#### 6. Tolling & ITS System Services

The GEC should be knowledgeable of All Electronic Tolling (AET) and dynamically priced tolling systems, including toll system and communication infrastructure requirements. Their toll systems capability should include design, maintenance requirements, integration oversight and testing.

The GEC should be knowledgeable of Traffic Management Centers and ITS systems and communication infrastructure including traffic detection, CCTV and DMS. Their ITS

capability should include design, maintenance requirements, integration oversight and testing.

## 7. Public Involvement Services

Proposer's primary responsibility will be the oversight and implementation of robust and proactive community outreach as well as other communication initiatives. They will be a strategic, forward-thinking partner, immersed in all CTRMA projects and programs, accountable to success metrics, working for and with the Communications Department and be able to fully collaborate with other communications consultants. Specific roles are shown below.

During Environmental phase, the GEC PI team will provide oversight and implementation of public involvement activities per NEPA requirements and the CTRMA standards for an elevated and unique commitment to community outreach and informed consent building.

During the Construction phase, the GEC PI team will provide oversight and implementation of construction communications as directed by the Communications Department, including a robust Good Neighbor program.

During the Open-to-Tolling and Operations phase, the GEC PI team will assist the Communications Department with toll tag marketing, maintenance outreach and any other need specific to the assigned corridor.

The GEC PI team will also support the Communications Department with public involvement, outreach and other communication services including but not limited to agency branding, graphic design, website development and management, social media, communication tool creation and management, copy creation and management, and industry relations.

## 8. Scheduling Services

The GEC will provide scheduling services for both specific projects as well as a programmatic master schedule, consisting of multiple projects using all available scheduling resources ranging from spreadsheets to P6. The GEC should be able to utilize schedules in the actual management and oversight of projects. Oversight will include the independent verification of contractor schedule including development of early indicators of potential schedule slippage. Schedules will include all aspects of total project including T&R, ROW, utilities and finance. The GEC should provide improvements for the scheduling system utilized by The Mobility Authority.

## 9. Toll & Traffic Operations Services

The GEC should be knowledgeable in regards to revenue collection including; AVI processing and reconciliation, interoperability, back office processing, video billing, violation processing, enforcement and collections.

The GEC should be knowledgeable in the operations of Traffic Management Centers and ITS including incident detection and response, dispatch, tracking, incident clearance and reporting.

The GEC should be knowledgeable of Traffic Management Centers and ITS systems and communication infrastructure including traffic detection, CCTV and DMS. Their ITS capability should include design, integration and testing.

The GEC should also be capable of performing all standard traffic performance and capacity models including simulation models. They should be experienced in presenting results in both tabular and visual format to technical and lay audiences.

## 10. CE&I Services

For smaller projects, the GEC may provide complete CE&I services. For larger projects, the GEC in coordination with Mobility Authority staff may procure, manage and monitor a third party who will be responsible for some or all of the CE&I services. The GEC will be responsible for any coordination required between the CE&I Contractor and the Design Contractor. The GEC will be required to provide auditing capabilities to verify contractor compliance, as well as CE&I compliance with the applicable contractual requirements.

## 11. Renewal/Replacement Maintenance Support Services

The GEC shall assist in a systematic management process to plan and budget for known cyclic repair and replacement requirements that extend the life and retain usable condition of facilities and systems that are not normally contained in the annual operating budget.

The GEC shall be knowledgeable in regards to the design of plans, specifications, competitive bidding and the required oversight to accomplish major maintenance projects.

## 12. Maintenance Oversight Services

The GEC should be knowledgeable of maintenance operation support and oversight for all maintenance operations programs including but not limited to maintenance of roads, bridges and drainage systems, facility maintenance, vegetation management, emergency operations such as, snow and de-icing efforts.

The GEC shall be knowledgeable in regards to the design of plans, specifications, competitive bidding and the required oversight to accomplish routine maintenance.

## 13. Utility Relocation Services

The GEC will provide a Utility Relocation Manager who will assist The Mobility Authority in the relocation of utilities required by construction of its projects. Services may include identification of utilities to be relocated from existing records, procurement and oversight of a SUE Contractors, procurement and oversight of specialty utility design consultants and preparation and negotiation of Utility Agreements with affected utility owners.

## 14. ROW Services

The GEC will provide a ROW Manager who will assist The Mobility Authority in the procurement of ROW services by a third party Contractor and will assist The Mobility Authority staff in the management, coordination with other project team members and the oversight of the ROW Contractor. The GEC may provide Full ROW services on small or special projects. All ROW will be acquired and any relocations made according to TxDOT and FHWA standards.

## 15. Programmatic Services

The GEC may provide Programmatic Services which include coordination, monitoring and providing input to the MPO and TxDOT planning activities including the UTP, TIP and other long range planning including financial considerations and limitations.

## 16. Administrative Support Services

The GEC may provide administrative support on an as need basis to the various departments of The Mobility Authority which consist of Engineering, Finance, Tolling, Communications, Legal and IT.

## 17. Asset Management Services

The GEC may provide support services in regards to inspecting, inventorying and reporting on the condition and status of The Mobility Authority's assets as required by the Government Accounting Standards Board or The Mobility Authority's policy. The GEC will be integrally involved in the implementation, operation, and management of an Asset Management system, and provide recommendations and expertise to The Mobility Authority.

## 18. Contract/LGPP Support Services

The GEC may provide support services in regards to tracking and reporting the various requirements that The Mobility Authority is required to meet from agreements such as Bond Covenants, Loan Agreements and LGPP requirements. The GEC will provide services to ensure that reimbursement from other agencies is maintained at all times.

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

143.77% 2017 Home Overhead Rate  
117.73% 2017 Field Overhead Rate

**ATKINS  
2017 Rate Schedule**

**2017 Job Classifications and Salary Structure for Atkins**

<b>GRADE</b>		
<b>US01</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>		Administrative Trainee
\$ 15.00		High School Intern
		Technical Trainee
		TOC Customer Service Representative
		TOC Operator Trainee
<b>US02</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>		Office Services Assistant I
\$ 16.88		Survey Field Data Assistant I
<b>US03</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>		<b>Emergency Management Technical Aide</b>
\$ 18.13		Office Services Assistant II
		Technical Aide I
		TOC Operator I
		Web Content Assistant
<b>US04</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>		HRMS Data Entry Operator
\$ 21.63		Intern I
		Office Services Assistant III
		Project Assistant I
		Receptionist I
		Survey Field Data Assistant II
		TOC Operator II
<b>US05</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>		CAD Technician Trainee
\$ 21.25		Field Technician I
		Junior Field Representative
		Lab Technician I
		Technical Aide II
		TOC Operator III
<b>US06</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>		Benefits Assistant I
\$ 23.37		Intern II
		Project Assistant II
		Receptionist II
		<b>Retro-Commissioning Technician I</b>
		Survey Field Data Specialist I
		TOC Assistant Traffic Specialist



**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

143.77% 2017 Home Overhead Rate  
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**ATKINS  
2017 Rate Schedule**

<b>US07</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>		Accounts Payable Clerk I
\$ 28.75		CAD Technician I
		Cash Applications Specialist I
		<b>Emergency Management Technician I</b>
		Field Technician II
		Graphic Designer I
		Human Resources Representative I
		<b>Invoicing Specialist I</b>
		Lab Technician II
		Project Collections Specialist I
		<b>Recruiting Assistant</b>
		REM Fleet Specialist
		ROW Technician I
		Sr Word Processor I
		Survey Field Data Specialist II
		Technician I
<b>US08</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>		Accounts Payable Clerk II
\$ 33.46		Benefits Assistant II
		Building Maintenance Technician
		CAD Technician II
		Cash Applications Specialist II
		<b>Emergency Management Technician II</b>
		Field Representative
		Graphic Designer II
		<b>Invoicing Specialist II</b>
		Payroll Specialist
		Project Assistant III
		Project Collections Specialist II
		<b>Project Costing Specialist</b>
		<b>Retro-Commissioning Technician II</b>
		Sr REM Fleet Specialist
		Sr Survey Field Data Specialist I
		Technician II
		TOC Assistant Supervisor
	TOC Assistant Trainer	
	<b>TOC Traffic Analyst I</b>	
<b>US09</b>	<b>EXEMPT</b> <b>**minimum salary for Exempt positions is \$47,476</b>	<b>NON-EXEMPT</b>
<b>Max</b>	Accountant I	CAD Technician III
\$ 35.96	Administrative Coordinator I	Contract Specialist
	<b>Applications Developer I</b>	<b>Data Validation Specialist I</b>
	<b>Aerospace Engineer I</b>	Desk Side & Technology Support Analyst
	Architect I	Digital Services Resource Specialist
	<b>Benefits Coordinator I</b>	ROW Technician II
	CAD Designer I	Sr Accounts Payable Clerk I
	Compensation Analyst I	<b>Sr Emergency Management Technician I</b>
	Construction Management Representative I	Sr Graphic Designer I
	Contracts Administrator I	<b>Sr Multimedia Design Specialist I</b>
	<b>Data Validation Specialist I</b>	Sr Multimedia Designer I
	Database Administrator I	Sr Survey Field Data Specialist II

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

143.77% 2017 Home Overhead Rate  
117.73% 2017 Field Overhead Rate

**ATKINS  
2017 Rate Schedule**

<b>US09</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
\$ 35.96	<i>Contd</i>	
	Designer I	Sr Technician I
	Document Control Coordinator I	Sr Word Processor II
	Engineer I	<b>TOC Traffic Analyst II</b>
	Estimator/Scheduler I	XA Office Administrative Assistant
	GDP Engineer I	
	Geomaticist I	
	GIS Analyst I	
	<b>Global Mobility Coordinator I</b>	
	<b>HR Business Partner I</b>	
	<b>Human Resources Coordinator I</b>	
	ITS Analyst I	
	Landscape Architect I	
	Learning and Development Coordinator I	
	Legal Administrative Coordinator	
	<b>Legal Contracts Administrator I</b>	
	Marketing Systems Analyst	
	Office Engineer I	
	Operations Coordinator I	
	Payroll Tax Coordinator	
	Planner I	
	Project Coordinator I	
	Project Engineer I	
	Project Financial Analyst I	
	Proposal Content Specialist I	
	Proposal Coordinator I	
	Public Information Specialist I	
	Recruiter I	
	ROW Agent I	
	Safety Health and Environment Coordinator	
	Scientist I	
Software Developer I		
Surveyor I		
Tax Accountant I		
Technical Coordinator I		
TOC Supervisor		
TOC Traffic Analyst I		
TOC Trainer I		
Tolls Analyst I		
<b>Tolls Financial Analyst I</b>		
Treasury Analyst I		
<b>US10</b>	<b>EXEMPT</b> <b>** minimum salary for Exempt positions is \$47,476</b>	<b>NON-EXEMPT</b>
<b>Max</b>	Accountant II	<b>Data Validation Specialist II</b>
\$ 42.84	Administrative Coordinator II	Marketing Assistant
	<b>Aerospace Engineer II</b>	<b>Retro-Commissioning Technician III</b>
	Applications Developer II	Sr Accounts Payable Clerk II
	Architect II	Sr Desk Side & Technology Support Analyst
	CAD Designer II	<b>Sr Emergency Management Technician II</b>
	Compensation Analyst II	Sr Field Representative I
	Construction Management Representative II	Sr Graphic Designer II
Contracts Administrator II	Sr Multimedia Designer II	

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

143.77% 2017 Home Overhead Rate  
117.73% 2017 Field Overhead Rate

**ATKINS  
2017 Rate Schedule**

<b>US10</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<i>Contd</i>		
	<b>Data Validation Specialist II</b>	Sr Project Assistant
	Designer II	Sr Support and Quality Assurance Specialist
	Engineer II	Sr Survey Field Data Specialist III
	Estimator/Scheduler II	Sr Technician II
	Geomaticist II	Web Designer
	GIS Analyst II	
	<b>Human Resources Coordinator II</b>	
	<b>HR Business Partner II</b>	
	ITS Analyst II	
	Landscape Architect II	
	Learning and Development Coordinator II	
	Legal Contracts Administrator II	
	Office Engineer II	
	Operations Coordinator II	
	Planner II	
	Product Specialist I	
	Project Coordinator II	
	<b>Project Costing Coordinator</b>	
	Project Financial Analyst II	
\$ 42.84	Proposal Content Specialist II	
	Proposal Coordinator II	
	Public Information Specialist II	
	Recruiter II	
	ROW Agent II	
	Scientist II	
	Software Developer II	
	Sr Web Designer	
	Support and Quality Assurance Lead	
	Surveyor II	
	Systems Administrator	
	Tax Accountant II	
	Technical Coordinator II	
	Technical Editor	
	TOC Trainer II	
	Tolls Analyst II	
	<b>Tolls Financial Analyst II</b>	
	<b>Treasury Analyst II</b>	
	XA Office Coordinator	
<b>US11</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>	Assistant Collections Manager	Retro-Commissioning Field Supervisor
	Associate Construction Manager	Sr CAD Technician
	Business Analyst	Sr Field Representative II
	CAD Manager	<b>Sr Graphic Designer</b>
	Corporate Systems Administrator	<b>Sr Graphic Designer III</b>
	Creative Services Manager	<b>Sr Multimedia Design Specialist III</b>
\$ 50.19	Engineer III	<b>Sr Multimedia Designer III</b>
	Executive Operations Coordinator	Sr Survey Field Data Specialist IV
	<b>Fleet Supervisor</b>	
	HRMS Administrator	
	Human Resources Administrator	
	<b>Payroll Supervisor</b>	
	Project Financial Administrator	

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

143.77% 2017 Home Overhead Rate  
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**ATKINS  
2017 Rate Schedule**

<b>US11 Contd</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
	Projects System Administrator	
	Proposal Manager I	
	<b>Revenue Accounting Manager</b>	
	Recruitment Lead	
	Sharepoint Systems Administrator	
	<b>Small Business Administrator</b>	
	Sr Accountant I	
	Sr Administrative Coordinator I	
	<b>Sr Aerospace Engineer I</b>	
	Sr Applications Developer I	
	Sr Architect I	
	Sr Contracts Administrator I	
	Sr Data Validation Specialist	
	Sr Database Administrator I	
	Sr Designer I	
	Sr Engineer I	
	Sr Estimator/Scheduler I	
	Sr Geomaticist I	
	Sr GIS Analyst I	
	<b>Sr Human Resources Coordinator</b>	
	Sr ITS Analyst I	
	Sr Landscape Architect I	
	Sr Learning and Development Coordinator	
	<b>Sr Legal Contracts Administrator I</b>	
	Sr Marketing Coordinator I	
	Sr Office Engineer I	
\$ 50.19	Sr Operations Coordinator I	
	Sr Planner I	
	<b>Sr Procurement Administrator</b>	
	Sr Program Analyst	
	Sr Project Engineer I	
	Sr Proposal Content Specialist I	
	Sr Proposal Coordinator	
	Sr Public Information Specialist	
	Sr Quality Assurance Analyst I	
	Sr ROW Agent I	
	Sr Scientist I	
	Sr Software Developer I	
	<b>Sr Subcontracts Administrator</b>	
	Sr Surveyor I	
	Sr Systems Administrator	
	Sr Tax Accountant I	
	Sr Technical Coordinator I	
	Sr Technical Editor	
	Sr Technology Procurement Administrator	
	Sr Technology Systems Analyst I	
	Sr TOC Traffic Analyst I	
	Sr Tolls Analyst I	
	<b>Sr Tolls Financial Analyst I</b>	
	Systems Consultant	
	Technology Security Administrator	
	TOC Operations Manager	
	Toxicology Lab Manager	

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

143.77% 2017 Home Overhead Rate  
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**ATKINS  
2017 Rate Schedule**

US12	EXEMPT	NON-EXEMPT
\$ 62.50	<b>Max</b>	
	Accounts Payable Manager	
	Active Directory Administrator	
	Benefits Manager	
	Communications Systems Architect	
	Construction Manager	
	Contracts Manager	
	Corporate Facilities Leasing Manager	
	Desk Side & Technology Support Team Lead	
	<b>Digital Communications Manager</b>	
	External Financial Reporting Manager	
	Finance Manager	
	Health, Safety and Security Manager	
	Human Relations Manager	
	Information Systems Manager	
	<b>IT Project Manager</b>	
	Management Solutions Consultant I	
	Marketing Manager	
	Payroll Manager	
	<b>Procurement Manager</b>	
	Product Specialist II	
	Project Controls Manager	
	Project Financial Manager	
	Project Manager	
	Proposal Manager II	
	Public Relations Manager	
	Pursuits/Capture Manager	
	Recruiting Manager	
	Revenue Accounting Manager	
	Safety Health and Environment Manager	
	Small Business Manager	
	<b>Sr Aerospace Engineer II</b>	
	Sr Applications Developer II	
	Sr Architect II	
	Sr Contracts Administrator II	
	Sr Corporate Systems Administrator	
	Sr Database Administrator II	
	Sr Designer II	
	Sr Engineer II	
	Sr Estimator/Scheduler II	
	Sr Geomaticist II	
	Sr GIS Analyst II	
	Sr IT Network Engineer	
Sr ITS Analyst II		
Sr Landscape Architect II		
Sr Marketing Coordinator II		
Sr Messaging Services Administrator		
Sr Office Engineer II		
Sr Planner II		
Sr Project Engineer II		
Sr Proposal Content Specialist II		

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

143.77% 2017 Home Overhead Rate  
117.73% 2017 Field Overhead Rate

**ATKINS  
2017 Rate Schedule**

<b>US12</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Contd</b>		
\$ 62.50	Sr ROW Agent II	
	Sr Scientist II	
	Sr Software Developer II	
	Sr SQL Server Developer	
	Sr Surveyor II	
	Sr Technical Coordinator II	
	Sr Technology Security Administrator	
	Sr Tolls Analyst II	
	<b>Sr Tolls Financial Analyst II</b>	
	Sr Web Content Manager	
	Subcontracts Manager	
	Superintendent	
	Tax Manager	
	Technical Manager I	
	Travel Manager	
	Treasury Manager	
<b>US13</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>	Applications Development Manager	
\$ 77.50	Assistant Controller	
	Business Development Manager	
	Corporate Marketing Manager	
	Desk Side & Technology Support Manager	
	Learning and Development Manager	
	Management Solutions Consultant II	
	Marketing Systems Manager	
	Project Resources Manager	
	Projects System Manager	
	Resident Engineer	
	<b>Sr Aerospace Engineer III</b>	
	Sr Architect III	
	Sr Construction Manager	
	Sr Contracts Manager	
	Sr Database Administrator III	
	Sr Designer III	
	<b>Sr Digital Communications Manager</b>	
	Sr Engineer III	
	Sr Estimator/Scheduler III	
	Sr Facilities Operations Manager	
	Sr Finance Manager	
	Sr Geomaticist III	
	Sr GIS Analyst III	
	Sr Human Resources Manager	
	<b>Sr Internal Communications Manager</b>	
	Sr ITS Analyst III	
	Sr Landscape Architect III	
	<b>Sr Marketing Communications Manager</b>	
	Sr Marketing Manager	
	<b>Sr Payroll Manager</b>	
Sr Planner III		
Sr Product Specialist		
Sr Project Controls Manager		
Sr Project Financial Manager		

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

143.77% 2017 Home Overhead Rate  
117.73% 2017 Field Overhead Rate

**ATKINS  
2017 Rate Schedule**

<b>US13</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Contd</b>		
\$ 77.50	Sr Project Manager	
	Sr Proposal Manager	
	<b>Sr Public Relations Manager</b>	
	Sr Pursuits/Capture Manager	
	Sr Revenue Accounting Manager	
	Sr ROW Agent III	
	Sr Scientist III	
	Sr Software Developer III	
	Sr Software Development Manager	
	Sr Surveyor III	
	Sr Systems Consultant	
	Sr Tax Manager	
	Sr Tolls Analyst III	
	System Integration Architect	
	Technical Manager II	
<b>US14</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>	Director - Business Support	
\$ 90.54	<b>Director - Facilities</b>	
	Director - Marketing and Proposals	
	Division Manager	
	Head of Policy and Process	
	National Pursuits/Capture Manager	
	Oracle Systems Director	
	<b>Procurement and Subcontracts Director</b>	
	Project Director	
	Regional Business Development and Sales Director	
	<b>Sr Aerospace Engineer-IV</b>	
	Sr Architect IV	
	Sr Business Development Manager	
	Sr Engineer IV	
	Sr ITS Analyst IV	
	Sr Landscape Architect IV	
	Sr Management Solutions Consultant	
	Sr Planner IV	
	Sr Regional Human Resources Manager	
	<b>Sr Product Manager</b>	
	Sr Resident Engineer	
Sr Scientist IV		
Sr Technical Manager I		
Sr Tolls Analyst IV		
Technical Director		
<b>US15</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>	Accounting and Compliance Director	
\$ 112.21	<b>Aerospace Operations Manager</b>	
	Associate General Counsel	
	Business Development Director	
	Controller	
	Corporate Applications Director	
	Digital Development Director	
	Director - Transactional Accounting	

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

143.77% 2017 Home Overhead Rate  
117.73% 2017 Field Overhead Rate

**ATKINS  
2017 Rate Schedule**

<b>US15 Contd</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
\$ 112.21	<b>Director - Financial Management</b>	
	Head of IS Service Management - North America	
	Human Resources Director	
	Information Security Lead	
	Marketing Director	
	<b>National Pursuits/Capture Director</b>	
	Network Communications Director	
	Operations Manager	
	<b>PME Director</b>	
	Practice Director	
	Principal Technical Professional	
	<b>Procurement and Contracts Director</b>	
	Safety Health and Environment Director	
	Sector Manager	
	Sr Business Development Director	
	<b>Sr Director - Financial Management</b>	
	Sr Division Manager	
	Sr National Pursuits/Capture Manager	
	Sr Project Director	
	Sr Regional Business Development & Sales Director	
	Sr Technical Director	
	Sr Technical Manager II	
	Tax Director	
	<b>VP, Corporate Development</b>	



**Accent Aerial Photography  
2017 Rate Schedule**

<b>2017 BILLING RATES</b>		
	<b>Video Capture</b>	<b>Rate</b>
	First hour	\$ 350.00
	Per additional hour on-site	\$ 200.00
	Per hour for use of GH4 Cinematic Camera with Zenmuse Gimbal (only if specific by CTRMA)	\$ 450.00
<b>Still Photo Capture</b>		
	First hour	\$ 350.00
	Per additional hour on-site	\$ 200.00
<b>360° Interactive Spherical Panorama</b>		
	Each	\$ 800.00
	If 3 or more	\$ 600.00
	Annotations (Optional) - Street Names, Property Lines, etc.	\$ 250.00
	Per Occurance - changes to original annotations	\$ 150.00
	Each panorama photo capture only (no stitching)	\$ 500.00
<b>Purchase of Existing Images</b>		
	First photo	\$ 100.00
	Per additional photo	\$ 50.00
	Video per finished minute (1 minute minimum)	\$ 200.00
<b>Video Editing</b>		
	Per hour (3 hours minimum)	\$ 125.00
<b>Travel</b>		
	Per hour, drive time from Austin	\$ 50.00
	Mileage reimbursement per mile (IRS rate)	\$ 0.535
	Mobilization fee (for locations 50+ miles from Austin)	\$ 250.00

**Lump sum negotiations:** Individual tasks, specifically repetitive tasks, could be negotiated with written approval of the Mobility Authority.

**Additional rate negotiations:** Additional rates for efforts under this scope could be negotiated on an individual basis with written approval of the Mobility Authority.

AECOM  
2017 Rate Schedule

139.14% 2017 Overhead Rate

2017 SALARY STRUCTURE		
Hourly Salary Range		
	Job Title	Max
	Project Manager	\$ 100.10
	Senior Engineer	\$ 79.07
	CAD-Senior	\$ 83.74
	CAD	\$ 53.36
	Engineer	\$ 41.29
	Project Engineer	\$ 82.58
	Project Administrator	\$ 53.36
	Estimator - Senior	\$ 94.65

Billing Rates charged will be based on the following formula: **Direct Labor Cost x (1 + 2017 OH Rate)**

Appendix B  
ATKINS GEC Contract

CY 2017 Rates

Anderson Infrastructure, LLC  
2017 Rate Schedule

2017 BILLING RATES	
Job Title	Rate
Utility Manager	\$ 212.97
Unit Rates	Rate
Vehicles	\$1,000.00 per Month

**Note:** All expenses are included in the billing rates

Blonde Ambition Photo & Design  
2017 Rate Schedule

2017 BILLING RATES		
	Job Title	Rate
	Graphic Design / Artwork	\$ 77.00
	Graphic Design Rush (After Hours, Weekends, Holidays)	\$ 125.00
	Stock Photography, Graphics, Templates, etc. - quote as needed	

**Appendix B  
ATKINS GEC Contract**

**CJ Hensch Associates, Inc.  
2017 Rate Schedule**

<b>2017 Billing Rates</b>			
<b>Services</b>		<b>Unit</b>	<b>Per Count</b>
<b>Automated Counts</b>			
<b>1</b>	US 183A TMC-AM/PM Peak hour -5hr	5 Hr	\$ 390.00
<b>2</b>	US 183A TMC-AM/PM Peak hour -5hr-additional setups	5 Hr	\$ 490.00
<b>3</b>	US 183A 48 hour volume counts	48 Hr	\$ 150.00
<b>4</b>	US 183A 48 hour mainlane volume - video count by lane	48 Hr	\$ 300.00
<b>5</b>	290 East TMC-AM/PM Peak hour -5hr	5 Hr	\$ 390.00
<b>6</b>	290 East TMC-AM/PM Peak hour -5hr-additional setups	5 Hr	\$ 490.00
<b>7</b>	290 East 48 hour volume counts	48 Hr	\$ 150.00
<b>8</b>	290 East 48 hour mainlane volume - video count by lane	48 Hr	\$ 300.00
<b>9</b>	MoPac TMC-AM/PM Peak hour -5hr	5 Hr	\$ 390.00
<b>10</b>	MoPac TMC-AM/PM Peak hour -5hr-additional setups	5 Hr	\$ 490.00
<b>11</b>	MoPac 48 hour volume counts	48 Hr	\$ 150.00
<b>12</b>	MoPac 48 hour mainlane volume - video count by lane	48 Hr	\$ 300.00
<b>13</b>	SH 71 Express TMC-AM/PM Peak hour -5hr	5 Hr	\$ 390.00
<b>14</b>	SH 71 Express TMC-AM/PM Peak hour -5hr-additional setups	5 Hr	\$ 490.00
<b>15</b>	SH 71 Express 48 hour volume counts	48 Hr	\$ 150.00
<b>16</b>	SH 71 Express 48 hour mainlane volume - video count by lane	48 Hr	\$ 300.00
<b>17</b>	US 183A 24/7 Bike & Ped Counts	7d/24hr	\$ 961.50
<b>18</b>	290 East 24/7 Bike & Ped Counts	7d/24hr	\$ 961.50
<b>19</b>	MoPac 24/7 Bike & Ped Counts	7d/24hr	\$ 961.50
<b>20</b>	SH 71 Express East 24/7 Bike & Ped Counts	7d/24hr	\$ 961.50

Note: Additional setups needed for intersection counts requiring more than 1 camera

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**Dandy Idea  
2017 Rate Schedule**

2017 BILLING RATES		
	Job Title	Rate
	Concept	\$ 140.00
	Design	\$ 140.00
	Copywriting	\$ 140.00
	Production	\$ 135.00

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**GRAM Traffic Counting, Inc.  
2017 Rate Schedule**

2017 Billing Rates			
Services		Unit	Per Counter
<b>Automated Counts</b>			
	Bi-Directional Volume counts	24 Hours	\$ 140.00
	Bi-Directional Volume Counts - Additional 24 Hours at same location	24 Hours	\$ 90.00
	Video Bi-Directional Volume Counts	Hourly	\$ 20.00
	Uni-Directional Volume Counts	24 Hours	\$ 110.00
	Uni-Directional Volume Counts - Additional 24 hours at same location	24 Hours	\$ 80.00
	Video Uni-Directional Volume Counts -	Hourly	\$ 20.00
	Speed Counts	24 Hours	\$ 180.00
	Speed Counts - Additional 24 Hours at same location	24 Hours	\$ 130.00
	Classification Counts	24 Hours	\$ 180.00
	Classification Counts - Additional 24 Hours at same location	24 Hours	\$ 130.00
	Video Classification Counts -	Hourly	\$ 25.00
	Urban Main Lane Volume Counts (per counter)	24 Hours	\$ 300.00
	Urban Main Lane Volume Counts (per counter) - Additional 24 hours at same location	24 Hours	\$ 190.00
	Video Urban Main Lane Volume Counts -	Hourly	\$ 25.00
	Rural Main Lane Volume Counts (per counter)	24 Hours	\$ 240.00
	Rural Main Lane Volume Counts (per counter) - Additional 24 hours at same location	24 Hours	\$ 180.00
	Video Rural Main Lane Volume Counts -	Hourly	\$ 20.00
	Urban Main Lane Speed & Classification Counts (per counter)	24 Hours	\$ 400.00
	Urban Main Lane Speed & Classification Counts (per counter) - Additional 24 hours at same location	24 Hours	\$ 275.00
	Rural Main Lane Speed & Classification Counts (per counter)	24 Hours	\$ 300.00
	Rural Main Lane Speed & Classification Counts (per counter) - Additional 24 hours at same location	24 Hours	\$ 200.00
	Video Turning Movement Count	Hourly	\$ 75.00
	Main Lanes - 24 Hours	24 hr.	\$ -
	Main Lanes - Additional 24 Hours at same location	24 hr.	\$ -
<b>Staff</b>			
	Turning Movement Count - 1 person intersection	Hourly	\$ 55.00
	Turning Movement Count - 2 person intersection	Hourly	\$ 110.00
	GPS Travel Runs	Hourly	\$ 65.00
	Ball Bank Studies	Hourly	\$ 65.00
	Stop Watch Travel Runs	Hourly	\$ -
	Pedestrian Count - 1 person intersection	Hourly	\$ 55.00
	Pedestrian Count - 2 person intersection	Hourly	\$ 110.00
	Radar Studies	Hourly	\$ 65.00
	Travel Time (first hour free)	Hourly	\$ 25.00
	Field Supervisor Time	Hourly	\$ 25.00
	Project Manager Time	Hourly	\$ 35.00
	Administrative Time	Hourly	\$ 20.00
	Photo and Diagrams	Intersection	\$ -

**GRAM Traffic Counting, Inc.  
2017 Rate Schedule**

<b>2017 Billing Rates</b>			
<b>Services</b>		<b>Unit</b>	<b>Per Counter</b>
<b>Origin and Destination Surveys</b>			
	License Plate Capture - (per lane)	Hourly	\$ 350.00
	Field Survey (short form < 8 questions) 8 emps	Hourly	\$ 100.00
	Field Survey (short form > 8 questions) 12 emps	Hourly	\$ 150.00
	Field Survey (long form < 8 questions) 8 emps	Hourly	\$ 150.00
	Field Survey (long form > 8 questions) 12 emps	Hourly	\$ 200.00
	Traffic Control Plan Setup	Daily	\$ 1,000.00
	Law Enforcement - Person	Rate based on Municipality	
	Law Enforcement - Auto	Rate based on Municipality	



**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**Group Solutions RJW  
2017 Rate Schedule**

<b>2017 BILLING RATES</b>		
	<b>Job Title</b>	<b>Rate</b>
	Principal	\$ 185.00
	PI Manager	\$ 141.00
	PI Specialist	\$ 88.00

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**Jackson Walker, L.L.P.  
2017 Rate Schedule**

<b>2017 SALARY STRUCTURE</b>	
<b>Job Title</b>	<b>Rate Max</b>
Partner	\$ 585.00
Associate	\$ 400.00
Paralegal	\$ 255.00
Litigation Support	\$ 245.00
Librarian (research)	\$ 210.00

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**JAS Irrigation Design  
2017 Rate Schedule**

<b>2017 BILLING RATES</b>	
<b>Job Title</b>	<b>Rate</b>
Principal	\$150.00
Licensed Irrigator	\$124.00
CAD Technician	\$ 66.00

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**John Hoffner, P.E.  
2017 Rate Schedule**

<b>2017 BILLING RATES</b>		
	<b>Job Title</b>	<b>Rate (Hourly)</b>
	Sustainable Energy Engineer	\$ 135.00

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**K Friese & Associates, Inc.  
2017 Rate Schedule**

**152.67%** 2017 Overhead Rate  
**133.00%** 2017 Negotiated Field Office Overhead Rate

<b>2017 SALARY STRUCTURE</b>		
		<b>Rate</b>
	<b>Job Title</b>	<b>Max</b>
	Principal	\$ 71.00
	Project Manager	\$ 70.50
	Senior Engineer	\$ 67.00
	Inspector	\$ 39.00
	Document Control	\$ 32.50
	Project Engineer	\$ 47.00
	CADD Technician	\$ 35.00
	Administrative Assistance	\$ 27.50

**Billing Rates charged will be based on the following  
formula: Direct Labor Cost x (1 + 2017 OH Rate) x 1.12**

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**Land Strategies, Inc.  
2017 Rate Schedule**

<b>2017 BILLING RATES</b>		
	<b>Job Title</b>	<b>Rate</b>
	Senior Principal / Principal	\$ 225.00
	Professional Landscape Architect (ASLA)	\$ 95.00
	Senior Planner	\$ 140.00
	Senior Analyst	\$ 90.00
	Landscape Architect Level 1-4	\$ 80.00
	Project Manager/Coordinator	\$ 95.00
	Support/Administrative	\$ 55.00

Appendix B  
ATKINS GEC Contract

CY 2017 Rates

Lonestar Program Controls Group, LLC.  
2017 Rate Schedule

2017 BILLING RATES		
	Job Title	Rate
	Project Controls Manager	\$ 208.06
	Senior Scheduler	\$ 183.24
	Project Administrator	\$ 103.31

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**Louthan Consulting, LLC.  
2017 Rate Schedule**

<b>2017 BILLING RATES</b>	
<b>Job Title</b>	<b>Rate</b>
Principal	\$ 200.00



Appendix B  
ATKINS GEC Contract

CY 2017 Rates

Mario Espinoza  
2017 Rate Schedule

2017 BILLING RATES			
	Job Title	Estimated Hours	Rate
	Consultant	298	\$ 150.00 *

	Expenses	Unit	Rate
	Mileage	375	\$ 0.535

\* = Hourly billing rate depicted above is inclusive of all direct labor, overhead, operating margins, etc.

Martha P. Cotera dba Information Systems Development  
2017 Rate Schedule

2016 BILLING RATES	
Job Title	Rate (Max Hourly) *
Translation Services	\$ 80.00 *
Interpreter Services	\$ 80.00 *

\* Hourly Billing Rate depicted above is inclusive of all Direct Labor, Indirect Costs and Operating Margin

Appendix B  
ATKINS GEC Contract

CY 2017 Rates

Monkee-Boy  
2017 Rate Schedule

2017 BILLING RATES		Unit	Unit Cost
	<b>Services</b>		
	Hosting Support	hr	\$ 125.00
	Research & Strategy	hr	\$ 125.00
	Design	hr	\$ 125.00
	Front End Development	hr	\$ 125.00
	Content Load	hr	\$ 125.00
	Miscellaneous	hr	\$ 125.00
	Project Management	hr	\$ 125.00
	Web Marketing	hr	\$ 125.00
	Backend Development / Database Programming	hr	\$ 150.00
	Mobile Services (Strategy, Design, Development)	hr	\$ 150.00
	Urgent/Priority Billing	hr	\$ 150.00

**Multivista  
2017 Rate Schedule**

<b>2017 BILLING RATES</b>		
	<b>Services</b>	<b>Rate</b>
	Base Rate per Hour Flight Time	\$ 200.00 *
	<b>Employee</b>	<b>Rate</b>
	Steven Greer	\$ 133.400
	John Whitton	\$ 69.300
	<b>Lump Sum Negotiations</b>	<b>Rate</b>
	MoPac Corridor	\$ 1,800.000
	<b>Tasks</b>	<b>Rate</b>
	1 - Flight & video efforts for flight of the entire MoPac Corridor (after initial flight), 6HRS	\$ 1,200.000
	2 - Provide flight, video & onsite coordination with staff at 2 defined corridor locations, 2HRS	\$ 400.000
	3 - Provide flight, video & onsite coordination with staff at 5 defined corridor locations, 3.5HRS	\$ 700.000

\* = Hourly billing rate depicted above is inclusive of all direct labor, overhead, operating margins, etc.

Rifeline, LLC  
2017 Rate Schedule

2017 BILLING RATES		
	Job Title	Rate
	Principal	\$ 193.19
	Account Director	\$ 170.47
	Administration	\$ 56.31

RVi Planning + Landscape Architecture, Inc.  
CY 2017 Rate Schedule

CY 2017 BILLING RATES		
	Job Title	Rate
	Principal	\$ 250.00
	Project Director	\$ 200.00
	Project Manager	\$ 175.00
	Landscape Architect, Planner, Designer Production	\$ 150.00
	Technical, Administrative	\$ 100.00

**NOTE: All rates are inclusive of OH & Profit**

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**Sheets & Crossfield, PC  
2017 Rate Schedule**

<b>Job Title</b>		<b>Rate</b>
<b>2017 BILLING RATES (LEGAL PERSONNEL)</b>		
	Partner	\$ 250.00
	Litigation Attorney	\$ 240.00
	Associate	\$ 225.00
	Paralegal/Support	\$ 125.00
<b>2017 BILLING RATES (NEGOTIATORS)</b>		
	Sr. ROW Manager	\$ 160.00
	Principal-Project Manager	\$ 150.00
	Sr. ROW Agent	\$ 125.00
	Review Appraiser	\$ 125.00
	Assistant Project Manager	\$ 115.00
	Sr. Relocation Assistant	\$ 100.00
	ROW Agent	\$ 85.00
	Relocation Assistant	\$ 85.00
	Administrative Support	\$ 65.00
	Admin/Clerical	\$ 60.00

**SIGMA INFORMATION GROUP  
2017 Rate Schedule**

2017 BILLING RATES		
	Job Title	Rate
	Network/System Admin (\$/HR)	\$ 145.00
	Monthly Backup Fees (flat monthly fee)	\$ 975.00
	Monthly Remote Monitoring and Management Fee (Rate is based upon 15 servers and 27 workstations. Rate will vary based upon number of computers.)	\$ 272.25

**Notes:** 1) Rates include overhead and profit



Sylva, LLC  
2017 Rate Schedule

145.00% 2017 Overhead Rate

2017 SALARY STRUCTURE		
		Rate
	Job Title	Max
	Senior Field Engineer	\$ 75.00
	Senior Field Technician	\$ 47.00
	Senior Inspector	\$ 43.00
	Inspector	\$ 34.00

Billing Rates charged will be based on the following formula:  
**Direct Labor Cost x (1 + 2017 OH Rate) x 1.12**

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**TBG Partners  
2017 Rate Schedule**

<b>2017 SALARY STRUCTURE</b>		
	<b>Job Title</b>	<b>Rate</b>
	Principal	\$ 165.00
	Project Manager	\$ 85.00
	Senior Technician	\$ 120.00
	Technician	\$ 70.00
	Administrative Assistance	\$ 55.00
	Graphics/Public Relations Specialist	\$ 120.00
	Computer Data Rendering	\$ 0.12

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**Terracon Consultants, Inc.  
2017 Rate Schedule**

<b>2017 Billing Rates</b>			
		<b>Unit</b>	<b>Unit Cost</b>
<b>Personnel</b>			
	Consultant, Principal, Officer, P.E.	hr.	\$ 212.01
	Senior, Engineer, P.E./Geologist	hr.	\$ 177.16
	Project Manager	hr.	\$ 124.12
	Project Engineer /Geologist	hr.	\$ 107.38
<b>Transportation</b>			
	Vehicle Charge	day	\$ 59.45
	Mileage (outside Travis Co.), IRS Rate	mile	\$ 0.54
<b>Construction Materials Field Technicians (3 hr. minimum)</b>			
	Soil Technician	hr.	\$ 68.75
	Soil Technician, overtime	hr.	\$ 103.12
<b>Structural Steel Technician</b>			
	CWI	hr.	\$ 72.41
	CWI, overtime	hr.	\$ 108.61
	NDT,	hr.	\$ 89.15
	NDT, overtime	hr.	\$ 133.71
	Bolting Inspection	hr.	\$ 72.41
	Bolting Inspection, overtime	hr.	\$ 108.61
	Ultrasonic Test Equipment	day	\$ 97.80
	Reinforcing Steel Detection Equipment (Hilti Ferroskan)	day	\$ 239.20
<b>Geotechnical Field Services for Conventional Truck-Mounted Drill Rig</b>			
	Mobilization of Drill Rig (within 50-mile radius of office)	ea.	\$ 328.00
	Additional Mileage of Rig (beyond 50-mile radius from office)	mile ea/way	\$ 4.30
	Mobilization of Drill Crew Support Vehicle (within 25-mile radius of office)	day	\$ 54.80
	Addl Mileage of Support Vehicle (beyond 25-mile radius)	mile ea/way	\$ 2.15
	Drill Crew Hourly Rate (two-man crew)	hr.	\$ 219.35
	Drill Crew Per Diem	man-day	\$ 135.80
	Grouting of Borings with bentonite or sak-crete	ft.	\$ 5.30
	Minimum Drilling Fee	project	\$ 750.00
<b>Soil Sampling, using either 3-inch thin-wall tube sampling (Shelby tube) or 2-inch split-barrel sampling</b>			
	0 to 50 feet	ft.	\$ 15.70
	50 to 100 feet	ft.	\$ 18.95
	Auger boring (no sampling)	ft.	\$ 13.55
	Additional charge for using Hollow Stem Augers (if required)		
	0 to 50 feet	ft.	\$ 4.85
	50 to 100 feet	ft.	\$ 7.00
<b>Additional Shelby Tube or SPT samples</b>			
	0 to 50 feet	sample	\$ 21.70
	50 to 100 feet	sample	\$ 27.10
<b>TxDOT Cone Penetrometer tests</b>			
	0 to 50 feet	sample	\$ 27.10
	50 to 100 feet	sample	\$ 32.55
<b>Rock Coring, using either carbide or diamond-impregnated bits with Nx core barrels obtaining</b>			
<b>Soft formations:</b>			
	0 to 50 feet,	ft.	\$ 20.05
	50 to 100 feet	ft.	\$ 24.40

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**Terracon Consultants, Inc.  
2017 Rate Schedule**

2017 Billing Rates			
		Unit	Unit Cost
<b>Hard formations:</b>			
	0 to 50 feet,	ft.	\$ 22.20
	50 to 100 feet	ft.	\$ 26.55
	NOTE: a. Drilling with All-Terrain Vehicle (ATV) or Track-Mounted rigs in unusually soft, wet, and/or steep areas can be quoted upon request.		
	b. Drilling to depths beyond 100 feet can be quoted upon request.		
	c. Rock coring of very hard formations such as granite and marble can be quoted upon request.		
	d. Any other special sampling or drilling technique can be quoted upon request, as needed.		
	Oversized Rock Coring to allow for TxDOT Cone Testing	ft.	\$ 23.85
<b>Laboratory Strength and Volume Change Tests</b>			
	Unconfined Compression Test (soil)	ea.	\$ 32.55
	Unconfined Compression Test (rock)	ea.	\$ 38.00
<b>Triaxial Compression Tests:</b>			
	Unconsolidated - Undrained	circle	\$ 200.00
	Consolidated – Undrained (with pore-pressure measurements)	circle	\$ 478.00
<b>Direct Shear Test:</b>			
	Consolidated - Undrained	point	\$ 173.90
	Consolidated - Drained	point	\$ 271.60
<b>Absorption Swell Tests:</b>			
	Single Pressure	test	\$ 81.45
	Additional Pressures	ea.	\$ 54.30
	Consolidation Test, regular with increasing load increments (max 7 loads)	ea.	\$ 478.00
	Additional Load Increments	ea.	\$ 54.30
	Plotted Time Curves	ea.	\$ 76.00
	Additional Unload-Reload Cycles	ea.	\$ 119.35
<b>Testing of Soils and Base Materials</b>			
	Sample Preparation (Tex-101-E)	ea.	\$ 59.45
	Natural Moisture Content	ea.	\$ 9.70
	Sieve Analysis (Tex-110-E, Part I)	ea.	\$ 65.00
	Sieve Analysis (Tex-110-E, Part III)	ea.	\$ 65.00
	Atterberg Limits (Liquid & Plastic Limits Tex-104-E, 105-E, & 106-E)	ea.	\$ 59.65
	Percent Passing No. 200 Sieve (Tex-111-E)	ea.	\$ 43.25
	Bar Linear Shrinkage of Soils (Tex-107-E)	ea.	\$ 40.20
	Moisture Density Relationship (Tex-113-E)	ea.	\$ 233.50
	Moisture Density Relationship (Tex-114-E, Part I or Part II)	ea.	\$ 233.50
	Permeability of Silt or Clay (ASTM D 5084)	ea.	\$ 379.00
	Soil Specific Gravity (Tex-108-E)	ea.	\$ 65.00
	Chloride & Sulfate Content (Tex-620-J)	ea.	\$ 75.80
	Soil pH value (Tex-128-E)	ea.	\$ 32.50
	Soil Resistivity (Tex-129-E)	ea.	\$ 114.00
	Density Determination (Shelby tube sample)	ea.	\$ 16.25
	Hydrometer Analysis (ASTM D 422)	ea.	\$ 135.75
	Laboratory CBR Tests	ea.	\$ 342.00
	Soil-lime Relationship: PI Method	ea.	\$ 456.00
	Soil-lime Relationship: pH Method	ea.	\$ 228.00

Appendix B  
ATKINS GEC Contract

CY 2017 Rates

Terracon Consultants, Inc.  
2017 Rate Schedule

2017 Billing Rates		
	Unit	Unit Cost
<b>Soils Field Services</b>		
In place density / moisture test, nuclear method (ASTM D 2922 / ASTM D	hr.	\$ 68.75
Soils Technician, overtime, per hour	hr.	\$ 103.12

**Zephyr  
2017 Rate Schedule**

<b>2017 Salary Structure</b>		
<b>Job Title</b>		<b>Billing Rate</b>
	Principal Engineer/Scientist	\$ 230.00
	Senior Consultant	\$ 210.00
	Senior Technical Specialist	\$ 210.00
	Senior Project Manager/Engineer/Scientist	\$ 195.00
	Project 3 Manager/Engineer/Scientist	\$ 176.80
	Project 2 Manager/Engineer/Scientist	\$ 165.00
	Project 1 Manager/Engineer/Scientist	\$ 155.00
	Senior Staff Engineer/Scientist	\$ 140.00
	Staff 3 Enginner/Scientist	\$ 130.00
	Staff 2 Engineer/Scientist	\$ 120.00
	Staff 1 Engineer/Scientist	\$ 110.00
	Natural Resources Specialist	\$ 110.00
	Natural Resources Scientist	\$ 95.00
	Senior Technician/Draftsman	\$ 90.00
	Technician/Draftsman	\$ 80.00
	Project Support Specialist	\$ 75.00
	Administrative Assistant	\$ 55.00

**APPENDIX C**

**KEY PERSONNEL**

<b><u>Title</u></b>	<b><u>GEC Employee*</u></b>
Program Manager.....	Greg Blake
Deputy Program Manager.....	Dan McDuff
Design Managers .....	Dan McDuff
	Aaron Autry
	Dan Freeman
	Bubba Needham
	Charlotte Gilpin (K Friese)
Construction Managers .....	Don Nyland
	Darren Halla
Planner .....	Bubba Needham
Traffic Modeler.....	Shadi Hakimi
Scheduler .....	Jason Stuart (Lonestar PCG)
Procurement Manager.....	Aaron Autry
Environmental Manager.....	Ryan Hill
Public Involvement Manager.....	Elizabeth Story
Asset Manager .....	Michelle Stracener
Toll Operations Manager .....	Amanda Corson

\*May also be sub consultant. Subs listed in parentheses.

## APPENDIX D

### WORK AUTHORIZATION

WORK AUTHORIZATION NO. \_\_\_\_\_

This Work Authorization is made as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of \_\_\_\_\_, 2017 (the "Agreement"), between the **Central Texas Regional Mobility Authority** ("Authority") and **Atkins North America, Inc.** ("GEC"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

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

#### **Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

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

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

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

#### **Section B. - Schedule**

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

*[Insert Schedule]*

#### **Section C. - Compensation**

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

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

#### **Section D. - Authority's Responsibilities**

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

#### **Section E. - Other Provisions**



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

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

**Authority:**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GEC:**

**ATKINS NORTH AMERICA, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**RESOLUTION NO. 17-068**

**APPROVE FUNDING FOR GENERAL ENGINEERING CONSULTING  
SERVICES TO PROVIDE OVERSIGHT FOR THE  
183A PHASE III PROJECT**

WHEREAS, the Mobility Authority is developing the 183A Phase III Project ("Project") and is currently discussing a design phase project development agreement ("PDA") with the Texas Department of Transportation ("TxDOT") to establish the respective obligations of the Mobility Authority and TxDOT for the design of the Project; and

WHEREAS, by Resolution No. 16-089 dated November 30, 2016, the Board approved Work Authorization No. 5 authorizing the Mobility Authority's general engineering consultants to provide support services on the Project; and

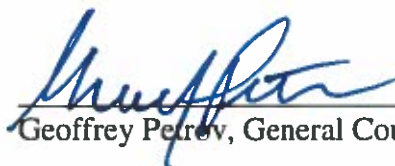
WHEREAS, the Executive Director has determined that additional general engineering consultant services will be required for the further development of the Project including project oversight support, supplemental preliminary and environmental services, design consultant procurement support, design consultant management/oversight support, construction inspection consultant procurement support and construction procurement support; and

WHEREAS, the Executive Director estimates the reasonable fees associated with these additional general engineering consultant services to be in an amount not to exceed \$2,621,000; and

WHEREAS, the Executive Director recommends the Board approve the expenditure of up to \$2,621,000 for additional general engineering consultant services for the Project.

NOW THEREFORE, BE IT RESOLVED that the Board approves the expenditure of an amount not to exceed \$2,621,000 for additional general engineering consultant services for the 183 North Project which will be allocated through the issuance of one or more Work Authorizations by the Executive Director or the Director of Engineering.

Submitted and reviewed by:

  
\_\_\_\_\_  
Geoffrey Petrov, General Counsel

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors

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

**RESOLUTION NO. 17-069**

**AWARD A CONTRACT FOR GOVERNMENT RELATIONS SERVICES**

WHEREAS, on August 11, 2017, the Executive Director issued a request for proposals from firms interested in providing Government Relations Services to the Mobility Authority; and

WHEREAS, the Mobility Authority received timely responses to the request for proposals from four qualified firms;

WHEREAS, in accordance with Mobility Authority procurement policies, the Mobility Authority evaluated the written submissions and conducted interviews with each of the four firms; and

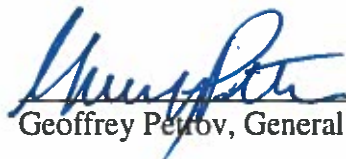
WHEREAS, based on the evaluation and interviews, the Executive Director recommends the selection of Infrastructure Solutions, Inc.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the selection of Infrastructure Solutions, Inc. for a contract to provide Government Relations Services; and

BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director to negotiate and execute on behalf of the Mobility Authority the contract awarded to Infrastructure Solutions, Inc. in an amount not to exceed \$300,000.00.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 13<sup>th</sup> day of December 2017.

Submitted and reviewed by:

  
\_\_\_\_\_  
Geoffrey Petrov, General Counsel

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors

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

**RESOLUTION NO. 17-070**

**EXECUTIVE DIRECTOR CONTRACT**

WHEREAS, the Central Texas Regional Mobility Authority (“CTRMA”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et. seq.* (the “RMA Rules”); and

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

WHEREAS, after a thorough process the CTRMA Board of Directors selected Mike Heiligenstein to serve as the CTRMA’s Executive Director and approved entry into an employment contract with Mike Heiligenstein (the “ED Contract”); and

WHEREAS, pursuant to Resolution No. 09-60, dated August 26, 2009, the Board of Directors approved certain changes to the ED Contract and authorized execution of an Amended and Restated ED Contract reflecting those changes; and

WHEREAS, pursuant to Resolutions Nos. 10-86, 11-146, 12-090, 13-082, and 14-096, dated August 25, 2010, December 7, 2011, December 21, 2012, December 18, 2013, and December 17, 2014, respectively, the Board of Directors approved various amendments to the Amended and Restated ED Contract; and

WHEREAS, pursuant to Resolution No. 15-096, dated December 16, 2015, the Board of Directors approved further revisions to the terms of the Amended and Restated ED Contract and authorized the Chairman to execute a revised form of agreement (the “2016 ED Contract”) incorporating the terms of the Amended and Restated ED Contract, all subsequent amendments thereto, and the additional changes reflected in Resolution No. 15-096; and

WHEREAS, the 2016 ED Contract provides for review of the Executive Director’s performance and compensation on or about every anniversary of the 2016 ED Contract and at such other times as agreed upon by the parties; and

WHEREAS, the Board of Directors has reviewed the Executive Director’s performance and has concluded that he has served the CTRMA well; and

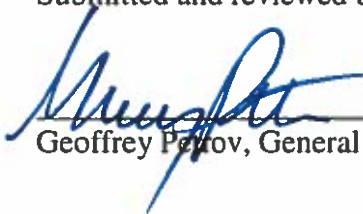
WHEREAS, the Board of Directors has determined that the 2016 ED Contract should be amended as reflected in the revised contract terms, attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves the revisions to the terms of the 2016 ED Contract as set forth on Exhibit A; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Chairman to execute an agreement (the "2018 ED Contract") to implement the revisions to the 2016 ED Contract set forth on Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 13th day of December, 2017.

Submitted and reviewed by:

  
\_\_\_\_\_  
Geoffrey Petrov, General Counsel

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

**Summary of Proposed Revisions To  
Employment Agreement  
Between Central Texas Regional Mobility Authority  
And  
Mike Heiligenstein**

Base Compensation	<b>Proposed 2018:</b> \$297,345.80 <b>Proposed 2019:</b> \$309,239.65
Deferred Compensation	<b>Proposed 2018:</b> \$60,000, payable prior to January 10, 2019 <b>Proposed 2019:</b> \$72,000, payable prior to January 10, 2020  Provide for quarterly accrual of right to deferred compensation.
Cost of Living and Performance Payment	<b>Proposed 2018:</b> \$40,000 (payable prior to January 10, 2018) <b>Proposed 2019:</b> \$44,000 (payable prior to January 10, 2019)
Term	<b>Proposed:</b> through January 10, 2021 (extend two years)
Annual Reimbursement (legal, non-covered medical, financial plan maintenance, etc.)	<b>Proposed 2018:</b> \$12,000 <b>Proposed 2019:</b> \$15,000
Life Insurance	Clarify that any unused portion of the up to \$3000 for annual life insurance premiums will available as Additional Benefits under Section 4.4(j).
Outside Consulting	Delete Section 4.4(i) allowing for outside consulting work.