

Texas Department of Transportation Aviation Division Request for Qualifications for Professional Services

The Texas Department of Transportation (TxDOT), Aviation Division, intends to enter into an indefinite deliverable contract with a prime provider for professional engineering services at general aviation airports throughout the state. The approximate amount of the contracts is \$3,000,000, which is included for informational purposes only and may be adjusted by TxDOT. This solicitation is subject to 49 U.S.C. §47107(a)(17) and will be administered in the same manner as a solicitation conducted under Chapter 2254, Subchapter A, of the Texas Government Code. TxDOT Aviation Division will solicit and receive responses from firms as described below.

Airport Sponsor: Various

TxDOT Solicitation ID: 4222AVSAE

TxDOT Project Manager: Eusebio Torres, P.E., Aviation Director of Engineering

This Request for Qualifications includes the following sections:

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Project Description and Work to be Performed:

TxDOT, acting as agent for various airport sponsors to be determined, intends to enter into a contract for the performance of engineering design and construction management services for Statewide Airport Electrical Projects at various locations throughout the state of Texas. Statewide Airport Electrical Projects may include, but are not limited to, Medium Intensity Runway Lights, Medium Intensity Taxiway Lights, Signage, Electrical Vault, Electrical Vault Appurtenances and Equipment, Wind Cone and Segmented Circle, Rotating Beacon and Tower Lighting systems, Visual Approach Aids, Approach Lighting Systems, Instrument Landing Systems and pavement markings at general aviation airports.

All work provided must be performed in accordance with the most current versions of applicable federal advisory circulars and applicable TxDOT standards and specifications, including, but not limited to, Advisory Circulars listed in the “Current FAA Advisory Circular Required for Use in AIP Funded and PFC Approved Projects.”

Providers must utilize a single professional engineer, licensed in Texas, who will perform the work. The engineer’s commitment to the contract will include commitment as project manager to each work authorization over the course of the contract. Work will require contact

with a designated local representative at each airport site and a TxDOT project manager.

The work to be performed consists of:

1. Engineering, Design and Construction Management – Design and Construction Management must be completed by a Licensed Professional Engineer, registered in the state of Texas, as follows:

a. Design services will include, but are not limited to, preliminary engineering, preparation of Plans, Specifications, and Estimates (PS&E) appropriate for the bidding and construction of Airport Facility Improvement projects, and bidding facilitation.

b. Construction Management services will include, but are not limited to, construction coordination and administration, attending construction meetings, review of reports and submittals, preparation of change order recommendations, review and preparation of contractor's final payment, final project inspection, preparation of Engineer's Final Acceptance Letter, preparation of recommendation on Liquidated Damages, providing As Build documents and files, and warranty inspection.

c. Projects will be phased as follows:

- i. Preliminary Engineering Report Phase
- ii. Design Phase
- iii. Bidding Phase
- iv. Construction Phase
- v. Closeout Phase.

2. Surveying – Surveying services required for the design and construction of the airport projects may include, but are not limited to, design surveys, utility location surveys, construction control surveys, field surveys or other special surveys. A Licensed Professional Land Surveyor, registered in the state of Texas must lead all Surveying services and approve all deliverables. Surveying services must be performed in accordance with accepted professional surveying standards.

3. Geotechnical Investigation and Testing – Geotechnical services required for the design and construction of the airport projects may include, but are not limited to, field exploration, soil sampling and testing, documentation, and Geotechnical Report preparation. Geotechnical Reports must be signed and sealed by a Licensed Professional Engineer, registered in the state of Texas, with expertise in the area for which the report is made. Geotechnical services must be performed in accordance with accepted professional standards.

4. Quality Assurance/Material Testing – Testing services required to confirm airport projects are constructed in accordance with the plans and specifications may include, but are not limited to, sampling, testing, inspection, portland cement concrete, plant conditions, and other materials incorporated into the project. Testing reports must be signed by a Licensed Professional Engineer, registered in the state of Texas, with expertise in the area for which the report is made. Testing services must be performed in accordance with accepted professional testing standards including the requirements of ASTM E 329, "Recommended Practice for Inspection and Testing Agencies," ASTM C 1077, "Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation", and ASTM D 3666, "Standard Practice for Evaluating and Qualifying Agencies Testing and Inspecting Bituminous Paving Materials as published by the American Society of Testing Materials".

5. Resident Project Representation (RPR) – RPR services include, but are not limited to, reviewing and inspecting construction activities, attending conferences and meetings, reviewing schedules, reviewing approved submittals, scheduling and reviewing testing, rejecting defective work, maintaining records, submitting daily work reports, measuring in place quantities, developing and approving payments, conducting wage rate interviews, and completing commercially useful function (CUF) site reviews.

Selection Requirements:

1. The proposed teams must demonstrate that a single Licensed Professional Engineer registered in Texas will sign and seal the design work performed on the contract. The proposing firm must demonstrate a capability to perform the services listed and familiarity with federal advisory circulars, applicable TxDOT standards and specifications, and all material and testing procedures.

2. TxDOT Aviation Division manages contracts and grants through the eGrants system. Firms selected under this solicitation will be required to submit items including, but not limited to, contract documents, pay request forms, supplemental agreement requests, insurance forms, DBE/HUB reports, and contract deliverables through eGrants. Selected Firms must have the minimum system capabilities listed in the eGrants manual found here:

<http://www.txdot.gov/government/funding/egrants-2016/aviation.html>

3. The prime provider and all subproviders firms must be registered, as required, with the Texas Secretary of State's office to do business in the State of Texas with the legal firm name as indicated in the Response.

4. The selected firm must perform 30% of the actual contract work.

5. TxDOT requires that its prime providers and subproviders be able to work solely in a Sponsor's interest, without conflicting financial or personal incentives. TxDOT reserves the right to disqualify any prime provider or subprovider, or to place contractual limits on work or on personnel, if there is a conflict of interest that might affect or might be seen to affect the prime providers' or subproviders' duty to act solely in the interest of a Sponsor. A conflict of interest may involve conflicting incentives with regard to the firm as a whole, or any employee. The conflict may arise between the prime provider's or subprovider's work under a contract entered as a result of this solicitation and a relationship involving TxDOT, an airport sponsor, a construction contractor, another engineering firm, a material testing firm, a third party affected by the project, a subprovider for any other consultant or contractor, or any other entity with an interest in a project on which work is performed under a contract entered as a result of this solicitation.

6. The Texas Government Code, Section 2252.908 applies to contracts resulting from this solicitation. If required by Section 2252.908, a signed Form 1295 must be provided by the prime provider prior to contract execution.

7. The Texas Government Code, Section 2261.252(b) applies to contracts resulting from this solicitation. By submitting a response under this solicitation, the respondent certifies it is not prohibited from entering into a contract with TxDOT as a result of financial interests as defined under Section 2261.252(b).

8. 49 CFR part 30 - Restrictions on Federal Public Works Projects and 49 USC § 50104 - Restriction on airport projects using products or services of foreign countries denying fair market opportunities, apply to contracts resulting from this solicitation. By submitting a response under this solicitation, the respondent certifies it 1.) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR); 2.) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and 3.) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

9. 49 CFR Appendix A to Part 20 - Certification Regarding Lobbying Applies to contracts resulting from this solicitation. By submitting a response under this solicitation, the respondent certifies it 1.) will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC 1352 and 2.) will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by submitting Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. By submitting a response under this solicitation, the respondent certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction (2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5).

11. The requirements of 49 CFR part 26 apply to contracts resulting from this solicitation. It is the policy of TxDOT to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of contracts. TxDOT encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

12. TxDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that for any contracts entered into pursuant to this advertisement, disadvantaged business enterprises (DBE) will be afforded full and fair opportunity to submit in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

It is anticipated this contract will include federal funds. The assigned DBE goal for participation in the work to be performed under a contract resulting from this solicitation is 5% of the contract amount. Prior to contract execution the prime provider must furnish evidence of compliance with the assigned DBE goal or evidence of a good faith effort acceptable to TxDOT to meet the assigned goal.

Response Procedure:

The successful firms will be selected on the basis of a Response. The Response shall address the data and criteria listed below and will be scored accordingly.

The Response must contain the following:

1. Qualifications Statement (QS)
 - a. QS Format:
 - i. Readability - It is TxDOT's intent to allow the provider latitude in the formatting of the QS so that the provider may enhance the visual effectiveness of the QS. The QS may include graphics, tables, and photos within the written narrative. This latitude should not be abused (e.g., shrinking the margins and font sizes for the sole purpose of including as much content as possible) because selection members may consider how well the information is presented when scoring. TxDOT is generally interested in quality not quantity.
 - ii. The QS must:
 1. Be no more than 8 pages, 8.5x11-inch single sided (11-point font is recommended, unreadable text and external links will be ignored);
 2. Include adequate margins (0.5in is recommended);
 - b. QS Content - QS must include:
 - i. The RFQ Solicitation No., name of firm, address, email address, telephone number and contact information for key personnel.
 - ii. Information showing the firm's project understanding and approach, the project manager's experience with similar projects, similar project-related experience of the team members (individual persons) responsible for the major work categories and other pertinent information addressed in this notice. For each similar project referenced, identify either the project manager's or the team member's specific role(s) and work contributed.
 - iii. List no more than ten relevant projects within the last 10 years.
2. Professional licenses: Professional Licenses: Include a completed Exhibit-1 – Professional Licenses. A blank Exhibit-1 is attached. Exhibit-1 is not included in the 8-page limit of the Qualification Statement.

The Response(s) must be submitted as follows:

Five unfolded hardcopies, staple bound without cover pages or tabs, and one PDF electronic copy (CD, flash drive, etc.) of the firm's Response must be received by TxDOT Aviation Division no later than **4:00 PM (CST) on July 26,2022**, using one of the delivery methods below:

Overnight Delivery:	Hand Delivery or Courier:
TxDOT Aviation Division Attn: Annette Trevino 6230 East Stassney Ln. Austin, TX 78744	TxDOT Aviation Division Attn: Annette Trevino 6230 East Stassney Ln Austin, TX 78744

Electronic facsimiles or forms sent by email will not be accepted.

Selection Scoring Criteria:

TxDOT will evaluate proposals using the following criteria:

1. Project understanding and technical approach (40 points)
Does the engineer provide evidence of understanding the project; and any unique

engineering aspects associated with the proposed project and a detailed explanation of how to address them?

2. Ability to provide on-demand services in a timely manner. (30 points)

Does the engineer have sufficient time to provide on-demand services within 72 hours of a Work Authorization Notice to Proceed for this project? Has the engineer demonstrated an ability to meet design schedules in the past?

3. Experience of the engineer with similar airport projects/programs within the last ten years. (15 points)

Do the qualifications indicate that the engineer has recent direct experience on other general aviation airports designing similar improvements to those proposed in this solicitation?

4. Demonstrated experience with airport electrical design, bidding and construction administration services of the engineer. (15 points)

Does the engineer demonstrate a commitment to proactive and consistent representation during projects?

The selection committee will be composed of TxDOT Aviation Division staff members. The goal of the RFQ is to solicit a diverse pool of qualified firms to obtain the best possible service for each airport sponsor. The final selection by the committee will generally be made following the completion of review of qualifications. The committee will review all qualifications and rate and rank each. The selection committee may conduct interviews for the top scoring firms. If interviews are conducted, selection will be made following interviews.

Contract Terms:

The successful firm will be offered an indefinite deliverable contract with work authorizations for the solicited services. The contract term will not exceed 5 years, and all work authorizations will be issued in the first 3 years of the contract. The TxDOT Project Manager will negotiate a fee schedule that will be used as a basis for work authorizations issued for each individual airport project.

For each individual airport project, the TxDOT Project Manager will assign and negotiate the work schedule and fee with the firm for services based on the scope provided by the TxDOT Project Manager for approval. The TxDOT Project Manager may include or remove specific scope elements based on the complexity or budget constraints of each individual project. Compensation for individual projects will be Specified Rate, Lump Sum, Unit Cost, Cost Plus Fixed Fee, or a combination of payment types based on costs deemed appropriate by the TxDOT Project Manager. Each airport project may be funded by a separate grant.

Contract billings will be no more than monthly. Payment will be issued through the Texas State Comptroller of Public Accounts systems which require the selected firm to have an active TPIN to complete payment.

The proposed contract is subject to 49 CFR Part 26 concerning the participation of Disadvantaged Business Enterprises (DBE). The DBE goal for this contract will be 5%.

TxDOT Contact:

The TxDOT Aviation Division contact for this solicitation is Annette Trevino, Contract Specialist.

Questions regarding this solicitation must be submitted only via email to AVNRFQ@txdot.gov no later than 2:00 P.M. (CST), on June 27, 2022. Email Subject should list "4222AVSAE Questions". Significant and relevant Solicitation Questions and Answers will be posted via addenda to this RFQ by June 29, 2022. Contacting Aviation Division employees about this solicitation, other than via email as noted above, is prohibited, and may result in disqualification.

Exhibit 1 Professional Licenses RFQ-4222AVSAE

File out the table below with the Professional Licensing information for the proposed team.

Items 1-4 are required. The same professional can be listed for multiple required items. Additional pages can be added if needed.

RFQ Section "Project Description and Work to be Performed"	Project Role	Name	License Type	Texas Registration No.
Item 1. Design and Construction Management must be completed by a Licensed Professional Engineer, registered in the state of Texas.				
Item 2. A Licensed Professional Land Surveyor, registered in the state of Texas must lead all Surveying services and approve all deliverables.				
Item 3. Geotechnical Reports must be signed and sealed by a Licensed Professional Engineer, registered in the state of Texas, with expertise in the area for which the report is made.				
Item 4. Testing reports must be signed by a Licensed Professional Engineer, registered in the state of Texas, with expertise in the area for which the report is made.				
Additional Professionally Licensed Personnel, if any:				

Exhibit 2

SAMPLE for Contract and Work
Authorization

For Information Use Only

SAMPLE Contract

**INDEFINITE DELIVERABLE
PROFESSIONAL SERVICES AGREEMENT**

TxDOT Contract No.: ID-4222AVSAE-00001

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT is made, entered into and executed by and between the Texas Department of Transportation, 125 E. 11th St, Austin Texas 78701, agent for various Sponsors, hereinafter called the "Agent", and **CONSULTANT Legal Name**, having its principal address at Consultant's Address, hereinafter called the "Consultant".

W I T N E S S E T H

The Agent intends to contract for professional services for various airport locations throughout the state of Texas.

The scope of this Agreement is professional engineering services for design and construction management services for Statewide Airport Electrical Projects at various locations throughout the state of Texas. Statewide Airport Electrical Projects may include, but are not limited to, Medium Intensity Runway Lights, Medium Intensity Taxiway Lights, Signage, Electrical Vault, Electrical Vault Appurtenances and Equipment, Wind Cone and Segmented Circle, Rotating Beacon and Tower Lighting systems, Visual Approach Aids, Approach Lightning Systems, Instrument Landing Systems and pavement markings at general aviation airports.

A G R E E M E N T

The Agent and the Consultant, in consideration of the mutual covenants and agreements herein continued, do mutually agree as follows:

The Consultant agrees to perform professional services as stated in the sections to follow and outlined hereinafter. Upon rendition of these services, the Agent agrees to pay to the Consultant compensation for these services as agreed herein. All services performed under this Agreement shall be performed under the direct supervision of the Agent. The Agent will act as referee in all questions arising under the terms of this Agreement between the parties, and the Agent's decisions shall be final and binding.

Section 1. SCOPE OF SERVICES

1.1. Services of the Agent

1.1.1. The Agent will furnish items as listed in Attachment A, "Services to be Provided by the Agent" attached hereto and made a part of this Agreement.

1.2. Services of the Consultant

1.2.1. The Consultant shall furnish services as set forth in Attachment B, "Services to be Provided by the Consultant", attached hereto and made a part of this Agreement.

1.2.2. The Consultant shall place the seal of a registered Texas Professional Engineer as endorsement on all documents and engineering data furnished by the Consultant to the Agent when such seal is required under Texas law.

1.2.3. The Consultant shall be responsible for the accuracy of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

1.3. Work Authorizations

1.3.1. The Agent will issue work authorizations to authorize all work under this Agreement. The Consultant must sign and return a work authorization within 10 working days after receipt. Refusal to accept a work authorization may be grounds for termination of the Agreement. The Agent shall not be responsible for action by the Consultant or any cost incurred by the Consultant relating to work not directly associated with or prior to the execution of a work authorization. All work authorization must be issued within the initial three-year period, starting from the Agreement execution date.

1.3.2. The Consultant shall not begin any work until the Agent and the Consultant have signed a work authorization. Cost incurred by the Consultant before a work authorization is fully executed or after the completion date specified in the work authorization are not eligible for reimbursement. All work must be completed on or before the completion date specified in the work authorization, and no work authorization completion date shall extend beyond the Agreement termination date set forth in Section 2.1.

1.3.3. Each work authorization will specify (1) an airport Sponsor; (2) the types of services to be performed; (3) a period of performance with a beginning and end date; (4) a full description of the work to be performed; (5) a work schedule; (6) a cost not to exceed amount; (7) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; and (8) a work authorization budget calculated using fees set forth in the Attachment D, "Fee Schedule". The Consultant is not to include additional contract terms and condition in the work authorization. In the event of any conflicting terms and conditions between the work authorization and the Agreement, the terms and conditions of the Agreement shall prevail and govern the work and cost incurred.

1.3.4. Work authorizations are issued at the discretion of the State. While it is the Agents intent to issue work authorizations under this Agreement, the Consultant shall have no cause of action based on the Agent's failure to issue work authorizations under this Agreement or on the number of work authorizations issued.

1.3.5. Each work authorization shall be signed by both parties and become a part of the Agreement. No work authorization will waive the Agent's or the Consultant's responsibilities and obligations established in this Agreement. The Consultant shall promptly notify the State of any event that will affect completion of the work authorization.

1.3.6. Before additional work may be performed or additional costs incurred, a change in a work

authorization shall be enacted by a written supplemental work authorization executed within the period of performance specified in the work authorization. Under no circumstances will a work authorization be allowed to extend beyond the Agreements expiration date or will the total amount of funds exceed the maximum amount payable set forth in Attachment D.

- 1.3.7. Upon satisfactory completion of the work authorization, the Consultant shall submit the deliverables as specified in the executed work authorization to the Agent for review and approval.

Section 2. PROGRESS

2.1. This Agreement becomes effective when fully executed by the Consultant and the Agent and it shall terminate at the fifth anniversary of execution at 11:59 PM in Austin, Texas unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Section 6, (Supplemental Agreements); or (2) otherwise terminated in accordance with Section 11 (Termination of Agreement). Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

2.2. After execution of this Agreement, the Consultant shall not proceed with the work identified in each work authorization until authorized in writing by the Agent to proceed.

2.3. The Consultant shall, from time to time during the progress of the work, confer with the Agent. The Consultant shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the Agent in order to evaluate features of the work.

2.4. At the request of the Agent or the Consultant, conferences shall be conducted at locations designated by the Agent. When requested by the Agent, these conferences shall also include inspection of the Consultant's services and work.

2.5. The work will be subject to periodic review by the Agent and by the Federal Aviation Administration (FAA) when federal funds are involved.

2.6. It is of primary importance to the Sponsor and the Agent that the services within this Agreement be provided according to the agreed upon Work Schedule provided in each work authorization. Undue delays within the control of the Consultant may be considered as reason for termination of the Agreement as provided in Section 11. (Termination of Agreement).

2.7. Should the Agent desire to suspend a work authorization, but not terminate the Agreement, this may be done by thirty (30) days' notice of suspension of work given by the Agent in writing to that effect, and the work authorization may be reinstated by Agent and shall be resumed by Consultant in full force and effect upon receipt by the Consultant from the Agent of sixty (60) days' notice in writing to that effect.

2.8. If work is suspended for more than six months at the request of the Sponsor or the Agent, the Agreement may be renegotiated at the request of the Consultant or unilaterally terminated by the Consultant.

2.9. The Consultant shall prepare monthly progress reports in sufficient narrative detail to support the progress of the work and vouchers requesting monthly payments.

Section 3. PERSONNEL, EQUIPMENT, AND MATERIAL

3.1. The Consultant shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel, equipment, and materials to perform the services required under the Agreement. The Consultant certifies that Consultant has adequate qualified personnel for performance of the services required under this Agreement or will be able to obtain such personnel from sources other than the Agent or Sponsor.

3.2. All employees of the Consultant shall have such knowledge, licensure, and experience as will enable them to perform the duties assigned to them. Any employee of the Consultant, who, in the opinion of the Agent, is unable to perform the work, or whose conduct becomes detrimental to the work, shall immediately be removed by the Consultant from association with the Project when the Consultant is give written notice by the Agent.

3.3. The Consultant must notify the Agent in writing as soon as possible, but no later than three business days after project manager or other key personnel is removed from association with this Agreement, giving the reason for removal.

3.4. The Consultant may not replace the project manager or key personnel without prior consent of the Agent. The Agent must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Agent determines that the new project manager or key personnel is not acceptable, the Consultant may not use that person in that capacity and shall replace him or her with one satisfactory to the Agent within thirty (30) days.

Section 4. CHANGES OF WORK

4.1. If the Consultant has submitted work in accordance with the terms of this Agreement but the Agent requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Agreement, the Consultant shall make such revisions as requested and as directed by the Agent. This will be considered as additional work and paid for as specified under Section 5 (Additional Services).

4.2. If the Consultant submits work that does not comply with the terms of this Agreement, the Agent shall instruct the Consultant to make such revision as is necessary to bring the work into compliance with the Agreement. No additional compensation shall be paid for this work.

4.3. When required to do so by the Agent, the Consultant shall make such revisions as are necessary to correct Consultant's errors or omissions in the work. No additional compensation shall be paid for this work.

Section 5. ADDITIONAL SERVICES

5.1. If the Consultant is of the opinion that any work Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the Agent in writing prior to performing the extra work.

5.2. In the event the Agent finds that such work does constitute extra work, the Agent shall so advise the Consultant, and a written supplemental agreement will be executed as provided in Section 6 (Supplemental Agreements).

Section 6. SUPPLEMENTAL AGREEMENTS

6.1. The terms of this Agreement may be modified if the Agent determines that changes and alterations are necessary or desirable. A supplemental agreement will be executed to authorize such changes.

6.2. Additional compensation, if appropriate, shall be calculated as set forth in Section 7 (Payment to the Consultant). Changes affecting the cost or maximum amount payable shall be defined to include but not be limited to new work not previously authorized or previously authorized services that will not be performed. The parties may reevaluate and renegotiate costs at this time.

Section 7. PAYMENTS TO THE CONSULTANT

7.1. Compensation for Services

7.1.1. The maximum amount payable under this Agreement without modification is shown in Attachment D, "Fee Schedule".

7.1.2. The basis of payment is identified in Attachment D. Reimbursement of costs incurred shall be in accordance with Attachment D.

7.1.3. To be eligible for reimbursement, the Consultant's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment D, and (3) comply with cost principles set forth at 48 CFR Part 31 § 200 Subpart E, and FAA Order 5100.38. Satisfactory progress of work shall be maintained as a condition of payment.

7.2. Times of Payments

7.2.1. The Consultant shall request reimbursement of costs incurred by submitting an itemized billing statement in a form acceptable to the Agent. The Consultant is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

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

7.2.3. Upon receipt of a billing statement that complies with all invoice requirements set forth in this Agreement, the Agent shall make a good faith effort to pay the amount that is due and payable within thirty (30) days.

7.2.4. Final payment of any money due under a work authorization will be made to the Consultant after satisfactory completion of all services and obligations covered in the work authorization and acceptance of the work by the Agent.

Section 8. SUBCONTRACTORS

8.1. The Consultant shall not sublet or transfer any portion of the work under this Agreement unless approved by the Agent. Subcontractors shall comply with the provisions of this Agreement and all state and federal regulations as applicable. Subcontracts, may at the option of the Agent, require approval of content. The Consultant shall provide to the Agent a list of all subcontractors that will perform the work and the

contract amount of each subcontract on forms provided by the Agent. The Consultant shall provide a copy of the executed Agreement between the Consultant and each subcontractor when requested by the Agent.

8.2. In the event the Consultant provides any of the services set out in this Agreement by subcontracting the same with a subcontractor, the Consultant shall take all steps necessary and appropriate to ensure that said subcontractor indemnifies the Sponsor identified in each work authorization, the Agent, and at the option of the Consultant, the Consultant for liability arising from any acts or omissions of said subcontractor, it being the express intention of the parties hereto that any liability for said acts or omissions shall be the responsibility of said subcontractor. *In the event that Consultant does not take such appropriate and necessary steps to ensure the indemnification described in this provision, Consultant shall assume such liability as is described in this provision, and hereby agrees to so indemnify the Sponsor, as identified in each work authorization, and the Agent for such acts or omissions of said subcontractor as are described herein.*

8.3. Texas Administrative Code, Title 43, Subchapter J, Rule 9.208 requires payment of all subcontractors within 10 days after the date that the Consultant receives payment for work performed by a subcontractor. In order to enforce Rule 9.208, the Consultant shall provide the name and amount of each subcontract including DBE or HUB subcontractors that are proposed to meet the DBE or HUB goal, if any. The Consultant will report payments to each subcontractor on a monthly basis and list reasons for nonpayment. The Agent may withhold all payments that have or may become due if the Consultant fails to comply with the 10-day payment requirement. The Agent may also suspend the work under this Agreement until subcontractors are paid. This requirement also applies to all lower-tier subcontractors, and this provision must be incorporated into all subcontracts. Completion of the subcontractor's work shall include test, maintenance and other similar periods that are the responsibility of the subcontractor.

8.4. No subcontract relieves the Consultant of any responsibilities under this Agreement.

Section 9. AIRPORT IMPROVEMENT PROGRAM CONTRACT PROVISIONS

The Consultant shall comply with the provisions of Attachment E, "Airport Improvement Program Contract Provisions", attached hereto and made a part of this Agreement.

Section 10. DBE/HUB COMPLIANCE

The Consultant shall comply with the provisions of Attachment F, "DBE/HUB Commitments", attached hereto and made a part of this Agreement.

Section 11. TERMINATION OF AGREEMENT

11.1. The Agreement may be terminated upon the occurrence of any of the following conditions:

11.1.1. By mutual Agreement and consent of both parties in writing.

11.1.2. By the Agent by notice in writing to the Consultant as consequence of failure by the Consultant to perform the services herein set forth in a satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of the Consultant.

11.1.3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

11.1.4. By the Agent for reasons of its own and not subject to the mutual consent of the Consultant by

delivering a written Notice of Termination to the Consultant, which shall take effect on the tenth (10th) day following receipt.

11.1.5. By the Agent, after receipt by the Consultant of a written notification of violation of Subchapter J of the Public Information Act according to and in compliance with Government Code §552.373.

11.1.6. By the condition stipulated in Section 1.3.1.

11.1.7. By the condition stipulated in Section 2.8.

11.1.8. By the conditions stipulated in Section 18.

11.1.9. By the condition stipulated in Section 20.1.

11.1.10. By the situation stipulated in Attachment F.

11.1.11. By satisfactory completion of all services and obligations described herein.

11.2. Should the Agent terminate this Agreement, no fees other than fees due and payable at the effective date of termination, shall be paid to the Consultant. In determining the value of the work performed by the Consultant prior to termination, the Agent shall be the sole judge. Payment for work at termination will be based on work completed at that time.

11.3. If the Consultant defaults in performance of this Agreement or the Agent terminates the Agreement for fault on the part of the Consultant, the Agent will give consideration to the actual costs incurred by the Consultant in performing work to date of default, the amount of work required which was satisfactorily complete to date of default, the value of the work which is usable to the Agent, the cost to the Agent of employing another firm to complete the work required and the time required to do so, and other factors which affect the value to the Sponsor of the work performed at time of default.

11.4. The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, obligations and liabilities of the Sponsor(s) identified in each work authorization, the Agent, and the Consultant under this Agreement with regard to payment only. If the termination of this Agreement is due to the failure of the Consultant to fulfill Agreement obligations, the Agent may take over the project and prosecute the work to completion by Agreement or otherwise. In such case, the Consultant shall be liable for any additional costs for professional services resulting from the Consultant's default.

Section 12. DISPUTES

12.1. The Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements made by the Consultant in support of the work authorized herein.

12.2. Any dispute concerning the work performed hereunder, the cost of work performed hereunder, or any non-procurement issue shall be settled in accordance with Title 43, Texas Administrative Code, Section 9.2, "Contract Claim Procedure".

12.3. The Consultant's responsibility for all questions arising from design errors or omissions will be determined by the Agent. All decisions will be in accordance with Texas Government Code §2252.905. The Consultant will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been

completed.

Section 13. OWNERSHIP OF DOCUMENTS

13.1. Work for Hire. All services provided under this Agreement are considered work for hire and as such all work products, including, if applicable, final plans and specifications, created or collected under the terms of this Agreement are the property of the Agent and Sponsor as identified in each work authorization.

13.2. Disposition of Documents. All documents prepared by the Consultant and all documents furnished to Consultant by the Agent shall be delivered to the Agent upon request by the Agent. The Consultant, at its own expense, may retain copies of such documents or any other data which it has furnished the Agent under this Agreement, but further use of the data will be at the Consultant's own risk and without liability or legal exposure to the Agent or Sponsor, as identified in each work authorization.

13.3. Release of Design Plan. The Consultant (1) will not release any design plan created or collected under this Agreement except to its subproviders as necessary to complete the Agreement; (2) shall include a provision in all subcontracts which acknowledges the Agent's and the Sponsor's, as identified in each work authorization, ownership of the plan and prohibits its use for any use other than the project identified in this Agreement; and (3) is responsible for improper use of the design plan by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use.

13.4. Any reuse without the written verification or adaptation by the Consultant of the plans and specifications by the Agent for purposes other than those directly associated with this specific Agreement and project are at the Agent's own risk and without liability or legal exposure to the Consultant.

Section 14. INDEMNITY

14.1. *The Consultant shall indemnify the Agent and the Sponsor, as identified in each work authorization, and their officers and employees against liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant, the Consultant's agent, or another entity over which the Consultant exercises control. The Consultant shall reimburse, in proportion to Consultant's liability, the reasonable attorney's fees incurred defending against a claim based wholly or partly on the negligence of, fault of, or breach of contract by Consultant, Consultant's agent, or another entity over which Consultant exercises control.*

14.2. *Section 14.1 above is expressly applicable to all items, clauses, codicils, and addenda of this Agreement.*

Section 15. INSURANCE

The Consultant shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any other person and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The Consultant shall furnish the Agent a completed Certificate of Insurance provided and approved by the Agent prior to beginning work under this Agreement.

Section 16. COMPLIANCE WITH LAWS

The Consultant shall comply with applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of courts, or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Consultant shall furnish the Agent with satisfactory proof of Consultant's compliance.

Section 17. INSPECTION OF CONSULTANT'S BOOKS AND RECORDS

17.1. The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Consultant shall make the Records available at its office during the contract period and for seven (7) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

17.2. The Agent or any of its duly authorized representatives, the Federal Aviation Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Consultant's Records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

17.3. The State Auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement 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.

Section 18. CONSULTANT'S WARRANT

The Consultant warrants that Consultant has not employed or retained any company or persons, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Agent shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Section 19. CONSULTANT'S EMPLOYEES

By executing this Agreement, the Consultant is certifying that the Consultant does not have any knowledge that any of its employees or any employees of a subprovider who are expected to work under this Agreement have a relative that is employed by the Texas Department of Transportation unless the Consultant has notified the Agent of each instance. The term "relative" refers to a person's great grandparent, grandparent, parent, aunt or uncle, sibling, niece or nephew, spouse, child, grandchild, or great grandchild, or the

grandparent, parent, sibling, child, or grandchild of the person's spouse.

Section 20. CHILD SUPPORT CERTIFICATION

20.1. The Consultant certifies that the individual or business entity named in this Agreement is not ineligible, Under Section 231.006, Texas Family Code, to receive payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Consultant is liable to the state for attorney's fees, the cost necessary to complete the Agreement, including the cost of advertising and awarding a second Agreement, and any other damages provided by law or the Agreement.

20.2. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

Section 21. ISRAEL BOYCOTT CERTIFICATION AND PROHIBITION:

21.1. Pursuant to Texas Govt. Code Chap. 808 (HB89) and Chap. 2270 (SB253): "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

21.2. Consultant hereby certifies that (1) it does not boycott Israel, and (2) shall not boycott Israel during the term of this Agreement.

Section 22. DEBT TO THE STATE

If the Comptroller is currently prohibited from issuing a warrant to the Consultant because of a debt owed to the state, then the Consultant agrees that any payments owing under the Agreement will be applied towards the debt or delinquent taxes until the debt or delinquent taxes are paid in full.

Section 23. VIOLATION OF CONTRACT TERMS

23.1. Violation of the terms of this Agreement, breach of this Agreement, or default by the Consultant shall be grounds for termination of the Agreement, and any increased or additional cost incurred by the Agent arising from the Consultant's default, breach of this Agreement or violation of the terms of this Agreement shall be paid by the Consultant.

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

Section 24. FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

24.1. The Consultant verifies that:

24.1.1. It does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminated against a firearm entity or firearm trade association; or

24.1.2. The verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement.

24.2. If circumstances relevant to this provision change during the course of the Agreement, Consultant shall promptly notify the Agent.

Section 25. ENERGY COMPANY BOYCOTT

25.1. The Consultant verifies that:

25.1.1. It does not, and will not for the duration of the contract, boycott energy companies; or

25.1.2. The verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement.

25.2. If circumstances relevant to this provision change during the course of the Agreement, Consultant shall promptly notify the Agent.

Section 26. VENUE

Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties hereto in Travis County, Texas.

Section 27. ENTIRE AGREEMENT

This Agreement together with the Attachments, Exhibits and Special Provisions identified herein constitutes the entire Agreement between the Sponsor and the Consultant and supersedes all prior written or oral understandings. This Agreement and Attachments, Exhibits, and Special Provisions may only be amended, supplemented, modified or canceled by a duly executed written instrument.

Section 28. SUCCESSORS AND ASSIGNS

The Agent and the Consultant each binds itself, its successors, executors, administrators and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the Agent nor the Consultant shall assign, sublet, or transfer its interest in this Agreement without written consent of the other.

Section 29. APPLICABLE LAW

Under Section 22.055 (b), Transportation Code, Chapter 22, this Agreement is made pursuant to the law governing the making of Agreements by or on behalf of the State of Texas.

Section 30. WARRANTIES OF SIGNATORY

The undersigned signatory or signatories for the Consultant hereby represent and warrant that the signatory is an officer of the firm for which the signatory has executed this Agreement and that the signatory has full and complete authority to enter into this Agreement on behalf of the Consultant. The above-stated representations and warranties are made for the purpose of inducing the Sponsor to enter into this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement for Professional Services have signed, or caused their respective names to be signed, hereof on the date under that party's signature. This Agreement becomes effective when fully executed by all parties hereto.

CONSULTANT

AGENT

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

SAMPLE

**ATTACHMENT A
SERVICES TO BE PROVIDED BY THE AGENT
TxDOT CONTRACT NO.: ID-4222AVSAE-00001**

A scope of work must be provided in this attachment in sufficient detail to identify all major components or stages of work and their component parts. Scopes will be included with each work authorization to focus on a particular tasks and deliverables.

SAMPLE

**ATTACHMENT B
SERVICES TO BE PROVIDED BY THE CONSULTANT
TxDOT CONTRACT NO.: ID-4222AVSAE-00001**

A scope of work must be provided in this attachment in sufficient detail to identify all major components or stages of work and their component parts. Scopes will be included with each work authorization to focus on a particular tasks and deliverables.

SAMPLE

**ATTACHMENT C
WORK SCHEDULE
TxDOT CONTRACT NO.: ID-4222AVSAE-00001**

A work schedule will be negotiated upon issuance of each work authorization.

SAMPLE

**ATTACHMENT D - FEE SCHEDULE
TxDOT CONTRACT NO.: ID-4222AVSAE-00001**

This attachment provides the basis of payment and fee schedule. The basis of payment for this Agreement is indicated by an “X” in the applicable box. The basis shall be supported by the Final Cost Proposal (FCP) shown below. If more than one basis of payment is used, each one must be supported by a separate FCP.

“X”	Basis	
<input type="checkbox"/>	Lump Sum	The lump sum for each Phase is shown in the FCP below. The lump sum includes all direct and indirect costs and profit. The Consultant shall be paid pro rata based on the percentage of work completed; with the exception of Closeout Phase services which shall be paid after the completion of all tasks associated with the Closeout Phase, except for the warranty inspection. For payment, the Consultant is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost, but must submit billing information in a form acceptable to the Agent.
<input type="checkbox"/>	Unit Cost*	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and profit. The FCP may include special items, such as equipment which are not included in the unit costs. The Consultant shall be paid based on the type and number of units fully completed and the respective unit cost plus other agreed to special direct cost items. For payment of unit costs, the Consultant is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. Documentation of special costs may be required.
<input type="checkbox"/>	Specified Rate Basis*	The specified rates for each type of labor are shown in the FCP below. The specified rate includes direct labor and indirect cost and profit. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The Agent may request documentation of reimbursable costs including hours worked. Documentation of special item costs may be required.
<input type="checkbox"/>	Cost Plus Fixed Fee*	<p>The cost-plus fixed fee rates are shown in the FCP below. The cost-plus fixed fee included direct and indirect costs plus a fixed fee. Payment shall be based on direct and indirect costs incurred plus a pro rata share of the fixed fee based on the ratio of cost incurred to total estimated cost in the FCP or the percentage of work completed. The Agent may request documentation of reimbursable costs claimed.</p> <p><input type="checkbox"/> A. Actual Cost-Plus Fixed Fee - Actual cost are paid (no minimum, no maximum. This option does not apply to Indefinite Deliverable Contracts.)</p> <p><input type="checkbox"/> B. Range of Cost Plus Fixed Fee – Actual cost must be within the allowable range shown on the Final Cost Proposal.</p>

*If it becomes apparent to the Consultant at any time before for services to be rendered have been about eighty percent complete, that the total amount of compensation to be paid to the Consultant will exceed the total amount for this basis of payment, the Consultant shall give the Agent written notice thereof.

Final Cost Proposal (FCP) Supporting Basis of Payment

* The MAXIMUM AMOUNT PAYABLE is **\$3,000,000.00**.

The maximum amount payable is based on the following data and calculations:

Attach negotiated fee schedule after this page

SAMPLE

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

ATTACHMENT E
AIRPORT IMPROVEMENT PROGRAM CONTRACT PROVISIONS
TxDOT CONTRACT NO.: ID-4222AVSAE-00001

Attachment E – Sections:	
A.	Access to Records and Reports - See Agreement Section 17
B.	Affirmative Action Requirement – Not Applicable
C.	Breach of Contract - See Agreement Section 23
D.	Buy America Statement - Not Applicable
E.	Civil Rights – General
F.	Civil Right - Title VI Assurances
G.	Clean Air/Water Pollution Control
H.	Contract Work Hours and Safety Standards
I.	Copeland Anti-Kickback - Not Applicable
J.	Davis Bacon Requirements - Not Applicable
K.	Debarment and Suspension
L.	Disadvantage Business Enterprise - See Attachment F and Agreement Section 8, Section 2-3
M.	Distracted Driving
N.	Energy Conservation Requirements
O.	Equal Employment Opportunity
P.	Federal Fair Labor Standards
Q.	Foreign Trade Restriction
R.	Lobbying Federal Employee
S.	Occupational Safety and Health Act
T.	Prohibition of Segregated Facilities - Not Applicable
U.	Recovered Materials - Not Applicable
V.	Rights to Inventions - Not Applicable
W.	Seismic Safety - Not Applicable
X.	Tax Delinquency and Felony Convictions
Y.	Termination of Contract - See Agreement Section 11
Z.	Veteran’s Preference

A. ACCESS TO RECORDS AND REPORTS – See Agreement Section 17

B. AFFIRMATIVE ACTION REQUIREMENT – Not Applicable.

C. BREACH OF CONTRACT – See Agreement Section 23

D. BUY AMERICA STATEMENT – Not Applicable.

E. CIVIL RIGHTS – GENERAL CIVIL RIGHTS PROVISION

The Consultant assures that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

F. CIVIL RIGHTS – TITLE VI ASSURANCES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, the Consultant agrees as follows:

1. **Compliance with Regulations:** The Consultant will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

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

5. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the Non-discrimination provisions of this Agreement, the Agent will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the Agreement until the Consultant complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Agent or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the Agent or Sponsor, as identified in each work authorization,

to enter into any litigation to protect the interests of the Agent or Sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

7. Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this Agreement, the Consultant agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited

English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

G. CLEAN AIR AND WATER POLLUTION CONTROL

If, by acceptance of this Agreement or by acceptance of a Supplemental Agreement, the maximum amount payable of this Agreement exceeds \$150,000 then the Consultant agrees as follows:

The Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the Agent and Sponsor immediately upon discovery. The Agent assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Consultant must include this requirement in all subcontracts that exceeds \$150,000.

H. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS

If, by acceptance of this Agreement or by acceptance of a Supplemental Agreement, the maximum amount payable of this Agreement exceeds \$100,000 **and** the Consultant employs laborers, mechanics, watchmen, or guards (including members of survey crews or exploratory drilling operations) then the Consultant agrees as follows:

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA), the Agent, or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other

federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

I. COPELAND ANTI-KICKBACK – Not Applicable

J. DAVIS BACON REQUIREMENTS – Not Applicable

K. DEBARMENT AND SUSPENSION CERTIFICATION

If, by acceptance of this Agreement or by acceptance of a Supplemental Agreement, the maximum amount payable of this Agreement equals or exceeds \$25,000 then the Consultant agrees as follows:

The Consultant agrees that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Consultant further agrees that by accepting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, the Consultant shall notify the Agent immediately in writing.

L. DISADVANTAGED BUSINESS ENTERPRISE – See Attachment F and Agreement Section 8

M. DISTRACTED DRIVING - TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Agent encourage the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

N. ENERGY CONSERVATION REQUIREMENTS

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq.*). The Consultant must include the substance of this clause in all sub-tier contracts associated with the project.

O. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Consultant agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event an Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

P. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

This Agreement incorporates the following provisions by reference, with the same force and effect as if given in full text. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

Q. FOREIGN TRADE RESTRICTION

The Consultant certifies, by acceptance of this Agreement, the Consultant:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Consultant must provide immediate written notice to the Agent if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Consultant agrees it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Agent or Sponsor cancellation of the Agreement or subcontract for default at no cost to the Sponsor or the FAA.

R. LOBBYING FEDERAL EMPLOYEES

If, by acceptance of this Agreement or by acceptance of a Supplemental Agreement, the maximum amount payable of this Agreement equals or exceeds \$100,000 then the Consultant agrees as follows:

The Consultant certifies, by acceptance of this Agreement, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

(3) The Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

S. OCCUATIONAL SAFETY AND HEALTH

This Agreement incorporates the following provisions by reference, with the same force and effect as if given in full text. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

T. PROHIBITION OF SEGREGATED FACILITIES – Not Applicable

U. RECOVERED MATERIALS – Not Applicable

V. RIGHTS TO INVENTIONS – Not Applicable

W. SEISMIC SAFETY – Not Applicable

X. TAX DELINQUENCY AND FELONY CONVICTIONS

The Consultant certifies, by acceptance of this Agreement, that the Consultant:

- 1.) is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2.) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

If the Consultant cannot certify both of the above representations, the Consultant is ineligible to accept this Agreement unless the Agent has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Consultant therefore must provide information to the Agent about its tax liability or conviction to the Agent, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made. The Consultant agrees that it will incorporate this provision for certification in all lower tier subcontracts.

Y. TERMINATION OF CONTRACT – See Agreement Section 11

Z. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

ATTACHMENT F
DBE/HUB COMMITMENTS
TxDOT CONTRACT NO.: ID-4222AVSAE-00001

Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

CONSULTANT'S RESPONSIBILITIES.

The Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the Agent's Disadvantaged Business Enterprise Program, apply to this Agreement as follows.

- a. The Consultant will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the Agents Disadvantaged Business Enterprise Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this Agreement.
- b. The Consultant and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this Agreement. Failure to carry out the requirements set forth above shall constitute a material breach of this Agreement and, may result in termination or other such remedy as the Agent deems appropriate. The requirements of this provision shall be included in any subcontract.
- c. The goal for DBE participation in the work to be performed under this Agreement is 5% of the agreement amount.
- d. When submitting the Agreement for execution by the Agent, the Consultant must complete and furnish Exhibit D-1, Commitment Worksheet.
- e. When submitting a Work Authorization for execution the Consultant shall complete the DBE/HUB Tracking Form in eGrants, including downloading the DBE Commitment Agreement (Form SMS.4901) at <http://www.txdot.gov/business/partnerships/dbe-forms.html>, completing the form with the certified DBE subprovider(s) and posting it to eGrants in the DBE/HUB Tracking Form.
- f. After work begins the Consultant shall submit DBE/HUB Monthly Reports in eGrants on DBE involvement. Reports are required even when no DBE activity has occurred in a billing period.
- g. If the Consultant cannot meet the goal, in whole or in part, they shall document the "Good Faith Efforts" taken to obtain DBE participation on a form acceptable to the Agent. A "Good Faith Effort" to obtain DBE participation is defined in 49 CFR Part 26, Appendix A. If the DBE liaison officer determines that the Consultant has failed to meet the good faith effort requirements, the Consultant will be given an opportunity for reconsideration by the Director of the Aviation.
- h. The Consultant shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment worksheet. Where the Consultant terminates or removes a DBE subprovider named in the initial commitment, the Consultant must demonstrate on a case-by-case basis to the satisfaction of the Agent that the originally designated DBE was not able or willing to perform.
- i. The Consultant shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the agreement goal. The Consultant shall submit a completed Form SMS.4901 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Agent. The Agent may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.

- j. Failure to carry out the requirements set forth above shall constitute a material breach of this Agreement and may result; in termination or such other remedy or remedies as the Agent deems appropriate.

ELIGIBILITY OF DBEs.

- a. The Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs. The directory is available from the Texas Unified Certification Program can be found on the Internet at: <https://txdot.txdotcms.com/>.
- b. Only DBE firms certified at the time the commitments are submitted are eligible to be used in the information furnished by the Consultant. For purposes of the DBE goal on this Agreement, DBEs will only be allowed to perform work in the categories of work for which they were certified.

DETERMINATION OF DBE PARTICIPATION.

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs.

When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE.

All DBE providers must perform a commercially useful function required in this Agreement in order for payments to be credited toward meeting the goal. A DBE performs a commercially useful function when it is responsible for executing the work of this Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on this Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Consultant may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

The Consultant shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Consultant shall contact the Agent if he/she withholds or reduces payment to any DBE subprovider.

- (1) A DBE firm is paid but does not assume contractual responsibility for performing the service;
- (2) A DBE firm does not perform a commercially useful function;

- (3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;
- (4) Payment is made to a broker or a firm with a brokering-type operation;
- (5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

Proof of payment, such as copies of canceled checks, properly identifying the Agent's project number may be required to substantiate the payment, as deemed necessary by the Agent.

SAMPLE

EXHIBIT D-1

Commitment Worksheet

Agreement No.: **ID-4222AVSAE-00001** Assigned DBE Goal: **5%**

Prime Provider Name: _____ Total Contract Amount: **\$3,000,000.00**

Is the Prime Provider a DBE: Yes, No

If Prime Provider is a DBE include Prime's Vendor ID#: _____
(First 11 Digits Only)

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

Subprovider (List All subproviders)	Type of Work	Vendor ID# (First 11 Digits Only)	DBE, Yes or No	Percent of Work
				%
				%
				%
				%
				%
				%
				%
				%
				%
				%
				%
				%
				%
				%
				%
Total Subprovider(s) Percent of Work:				%
DBE Subprovider(s) Percent of Work:				%

SAMPLE WORK AUTHORIZATIONS

**WORK AUTHORIZATION NO. _____
TO PROFESSIONAL SERVICES AGREEMENT**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section 1.3 of Professional Services Agreement No. _____ (Agreement) entered into by and between the _____ (Sponsor), acting by and through the Texas Department of Transportation (Agent), and _____ (Consultant).

PART I. Pursuant to the terms of the Airport Project Participation Agreement entered into by and between Agent and Sponsor, Agent agrees to employ the Consultant on behalf of the Sponsor. The Consultant will perform professional services generally described as _____ in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Agent and the Consultant as well as the work schedule are further detailed in Exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$ _____ and the method of payment is _____ as set forth in Attachment D of the Agreement. This amount is based upon fees set forth in Attachment D, Fee Schedule, of the Agreement and the Consultant's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Consultant for the services established under this Work Authorization shall be made in accordance with terms and conditions of the Agreement.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a Supplemental Work Authorization as provided in Section 1.3 of the Agreement.

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

Each party is signing this work authorization on the date stated under that party's signature. This work authorization becomes effective when fully executed by all parties.

CONSULTANT

AGENT

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

LIST OF EXHIBITS

- Exhibit A Services to be provided by the Agent
- Exhibit B Services to be provided by the Consultant
- Exhibit C Work Schedule
- Exhibit D Fee Schedule

Exhibit 3
SAMPLE Scope for Agent and Consultant
For Information Use Only

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE AGENT
TxDOT CONTRACT NO.: ID-4222AVSAE-00001

Agent shall do the following in a timely manner so as not to delay the services of the Consultant:

1. Provide sufficient criteria and information as to the Agent's requirements for the Project including but not limited to, design objectives, capacity and performance requirements, and budget constraints; identify design and construction standards which the Agent will require to be used for the Project.
2. Make available plans, specifications, maps, field notes, previous reports, statistics, and other data in the Agent's possession relative to the existing facilities and to the Project.
3. Furnish the Consultant appropriate data in the Agent's or Sponsor's possession including, but not limited to, soils and foundation investigations, boundary and other surveys, environmental assessments or environmental impact statements, and planning or engineering reports.
4. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant.
5. Give prompt written notice to the Consultant whenever the Agent observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services, or any defect in the work of the Contractor.
6. Direct the Consultant to provide necessary additional services as required.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE CONSULTANT
TxDOT CONTRACT NO.: ID-4222AVSAE-00001

The Consultant shall provide the Sponsor professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the Sponsor's professional engineering representative for the project and providing professional engineering consultation and advice incidental thereto.

DESIGN SERVICES

A. Preliminary Engineering Report Phase

After written notice to proceed with the Preliminary Engineering Report Phase, the Consultant shall:

1. Attend conferences and meetings including a Pre-design Conference with the Agent, the Sponsor, and other interested parties to review available data and to clarify and define schedules and requirements of the Project.

2. Perform field surveys, including any necessary topographic or other surveys required to collect data necessary for the design of the Project excluding boundary and rights-of-way surveys. A Licensed Professional Land Surveyor, registered in the state of Texas must lead all Surveying services and approve all deliverables. Surveying services must be performed in accordance with accepted professional surveying standards.

3. Perform soils investigations and materials testing necessary for the design of the Project. Prepare a soils investigation and soils report and furnish one (1) copy to the Agent as part of the Preliminary Engineering Report. Soils Investigation and Materials Testing shall include but not be limited to field exploration, soil sampling and testing, documentation, and Geotechnical Report preparation. Geotechnical Reports must be signed and sealed by a Licensed Professional Engineer, registered in the state of Texas, with expertise in the area for which the report is made. Geotechnical services must be performed in accordance with accepted professional standards.

4. Prepare a Preliminary Engineering Report consisting of but not limited to a general description of the scope of the Project, schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved, including applicable requirements of governmental authorities having jurisdiction, and the alternative solutions available to Agent and Sponsor, and setting forth Consultant's findings and recommendations. The report will discuss if an RSA inventory/determination needs to be conducted/updated based on triggering actions as described in FAA ARP SOP 8.00 Runway Safety Area Determination and if necessary, preparation of Appendix A and B forms, environmental concerns and alternative solutions. The report will set forth the Consultant's opinion of total probable costs for the Project, including but not limited to the following, which will be separately itemized: (a) construction cost; (b) engineering costs; (c) construction inspection; (d) construction testing; and, (e) (on the basis of information furnished by Agent) allowances including: (i) charges of all other professionals and consultants; (ii) costs of land and rights-of-way; (iii) costs of other services to be provided by others for Agent. The total of all such costs, allowances, etc. are hereinafter called "Total Project Cost." The Consultant shall furnish two (2) draft copies of completed report documents to Agent and one (1) copy to Sponsor for review and upload a copy into eGrants Contracts Deliverables Section. Consultant's opinions of probable Total Project Costs provided for herein are to be made on the basis of

Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional engineer, familiar with the construction industry and current market forces and prevailing costs.

5. Attend conference to review completed report documents with Agent and Sponsor, and other interested parties. Prepare and distribute minutes of the conference to the attendees within five (5) calendar days.

B. Preliminary Design Phase

After written authorization to proceed with the Preliminary Design Phase, the Consultant shall:

1. Attend meetings and conferences, as necessary, to obtain information and coordinate and/or resolve design matters.

2. Establish the scope of any special surveys, boundary surveys, or special tests which in the opinion of the Consultant, may be required for the design of the Project and arrange, if requested by the Agent, for such work to be done.

3. Based on the accepted Preliminary Engineering Report, prepare 70% complete preliminary design documents consisting of all preliminary drawings, Bid Proposal, technical specifications and modifications using strike-thru and bold method to reflect changes and other related documents. The Consultant shall furnish one (1) copy of the preliminary design documents to Agent and Sponsor for review and upload a copy into eGrants Contracts Deliverables Section.

4. Furnish to Agent a revised opinion of probable total project costs based on the preliminary drawings.

5. Attend conference to review preliminary design documents with Agent and Sponsor, and other interested parties. Prepare and distribute minutes of the conference to the attendees within five (5) calendar days.

6. Revise the Preliminary Design Documents as may be required after review by the Agent and other approving authorities.

C. Final Design Phase

After written authorization to Proceed with the Final Design Phase, the Consultant shall:

1. Based on the accepted Preliminary Design documents and the revised opinion of probable total project costs, prepare final design documents consisting of all final drawings (100% complete), Bid Proposal, technical specifications and modifications using strike-thru and bold method to reflect changes and other related documents. The Consultant shall furnish two (2) copies of the draft final design documents and other related documents to Agent and one (1) copy to the sponsor for review and upload a copy into eGrants Contracts Deliverables Section. Drawings, specifications, and contract documents will be prepared in conformance with standards provided by the Agent.

2. Provide required technical criteria, written descriptions, and design data; submit applications for permits; obtain approvals of such governmental authorities as have jurisdiction to approve the design of the Project; and assist Agent in consultations with appropriate authorities.

3. Furnish to Agent a revised opinion of probable total project costs based on the final Drawings and Specifications.

4. Attend conference to review final design documents with Agent and Sponsor, and other approving authorities. Prepare and distribute minutes of the conference to the attendees within five (5) calendar days.

5. Revise the Final Design Documents as may be required after review by the Agent and other approving authorities. After revisions, the Consultant shall furnish one (1) copy of the final design documents to Agent and upload a copy into eGrants Contracts Deliverables Section as described in paragraph 1.

6. The Consultant shall prepare and furnish one (1) bound copy of the Construction Management Plan.

7. Attend meetings and conferences, as necessary, to obtain information and coordinate and/or resolve design matters.

8. Amend to the Preliminary Engineering Report to reflect any revisions to project scope, design criteria, Total Project Costs and other significant items that are incorporated into the Final Design Documents.

9. Prepare and submit FAA Form 7460-1, Notice of Proposed Construction or Alteration, and supporting documents as necessary and any additional required documentation. Provide email confirmation of submittal to Agent.

10. Prepare a Storm Water Pollution Prevention Plan (SW3P), Erosion Control Plan & details, and supporting documents as necessary.

11. At approximately 75% of design completion, provide a Construction Safety Phasing Plan (CSPP) and Checklist according to FAA AC 150/5370-2F, or current version, to TxDOT Aviation for review and comments. Incorporate comments and upload final submittal into the FAA's OEAAA system for final approval. Provide email confirmation of submittal to Agent.

12. If applicable, prepare and furnish Agent the Airport Construction Emission Inventory form.

13. Furnish Agent a geometry data file on a computer aided design and drafting (CADD) format to indicate construction items.

D. Bidding Phase

After written authorization to proceed with the Bidding Phase, the Consultant shall:

1. Prepare and upload all approved issued for construction documents (listed below) at a resolution of 300 dpi on maximum sheet size of 11" x 17" into eGrants NTB tab within two (2) weeks from Notice to Proceed.

2. Provide separate PDF files electronically for each item listed below

- a. Cost Estimate for Construction (1 copy each in PDF and Microsoft Excel format)
- b. Sign, sealed and dated Project Drawings
- c. Sign, sealed and dated Technical Specifications in one file as specified in the Table of Contents
- d. Sign, sealed and dated Geotechnical Report, if applicable
- e. Drawing Index
- f. Prepared current Bid Form (TxDOT AVN Form 2506, fillable PDF format that can be downloaded from <http://www.txdot.gov/txdotforms/GetForm?formName=/2506.pdf&appID=/AVN&status=/reportError.jsp&configFile=WFServletConfig.xml> using Internet Explorer)
- g. Construction Management Plan
- h. Final Engineering Report

3. Prepare and submit all Construction Management fees (Construction Administration, Closeout, Material Testing, Resident Project Representative and Surveying) to Agent's Project Manager within three (3) weeks from Notice to Proceed.

4. Submit addenda in Adobe PDF format, with a maximum size of 10MB, as appropriate to interpret, clarify or expand the Bidding Documents to Agent no later than seven (7) days prior to bid opening unless approved by Agent. If addenda require a bid form revision, the addenda shall only reference and not include in the body a revised bid form. The revised bid form shall be separate from the Addenda.

5. Conduct an onsite pre-bid conference to discuss the requirements of the Project with prospective bidders, subcontractors, and suppliers. The Consultant shall prepare and distribute minutes of the conference to the attendees.

6. Conduct an onsite bid opening, and submit electronically to Agent's Project and Grant Manager, and eGrants under Notice to Bid, Bid Recommendation and Award section completed Aviation Divisions bid opening sign in sheet, bid results summary sheet, and submitted bid packages including Bid Bond and Qualifications within one (1) day of bid opening.

7. Evaluate bids, prepare, and submit bid tabulation sheets, and submit letter of recommendation after final DBE/HUB compliance notification. Upload all documents into eGrants Notice to Bid, Bid Recommendation and Award section. within one (1) day of DBE/HUB compliance notification.

8. After contract execution with Contractor and prior to pre-construction meeting, prepare based on awarded contract items, Aviation Division's Contractor Pay Request and Summary of Work Performed sheet and submit to Resident Project Representative and Agent's Project Manager.

CONSTRUCTION MANAGEMENT SERVICES

A. Construction Phase

After written authorization to proceed with the Construction Phase, the Consultant shall:

1. Conduct a preconstruction conference with representatives of the Agent, the Sponsor, the Contractor, and other interested parties. The Consultant shall prepare and distribute a record of the preconstruction conference to the attendees within five (5) calendar days. For projects involving the placement of HMAC and/or concrete, the Consultant shall furnish the contractor an agenda or checklist of items which will be addressed during the pre-paving conference.

2. Provide the services of a Resident Project Representative and Material Testing and Laboratory services as described further in the section below.

3. Provide Resident Project Representative electronic and hardcopies of Construction Management Plan, Approved Submittals, and other documents necessary for construction observation.

3. Conduct a meeting with airport users, and the contractor to explain the construction project, delineate lines of authority, and review the construction Phasing and Safety Plan.

4. Perform the necessary field surveys for establishing horizontal and vertical controls for the use of the contractor(s) during the performance of the construction. Perform the necessary field surveys to verify design elevations of top of base, flowlines, and PAPI foundations.

5. Attend and conduct on-site construction progress meetings at minimum of one (1) per month. Prepare and distribute a record of the meetings to the attendees within five (5) calendar days.

6. Conduct and schedule construction progress meetings on a weekly schedule. Frequency can be changed at the Agent's discretion. Prepare and distribute a record of the meetings to the attendees within five (5) calendar days.

7. If applicable, coordinate and schedule flight checks with FAA and include any required documents.

8. Make visits to the site at a minimum of 30-day intervals appropriate to the various stages of construction as necessary to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s) work. Based on information obtained during such visits and on such observations, the Consultant shall determine if such work is proceeding in accordance with the contract documents, plans, technical specifications, approved submittals, Advisory Circulars, and compliance with local, state and International Building Codes. The Consultant shall notify the Agent and contractor(s) of any patent defects or deficiencies in the work performed by the contractor(s) upon discovery. Within three (3) calendar days the Consultant shall advise the Agent and notify the contractor(s) of corrective actions needs to bring the work into compliance with the contract documents, plans, technical specifications, approved submittals, Advisory Circulars, and local, state and international Building Codes. The Consultant shall provide minutes and photos to Agent of site visit with detailed documentation within five (5) calendar days.

9. Consult with and advise the Agent, issue all instructions to the contractor(s) as may be requested by the Agent and prepare change orders and provide necessary documentation for supplemental Agreements as required.

10. Conduct a pre-paving meeting prior to HMAC and/or concrete placement, which involves the contractor, RPR and testing labs; and which clarifies all paving specification requirements and procedures. The Consultant shall prepare and distribute a record of the meeting to all attendees within five (5) calendar days.

11. Review: (a) samples; (b) catalog data; (c) schedules; (d) shop drawings; (e) laboratory, shop, and mill tests of materials and equipment; (f) request for information; (g) submittals and, other data submitted by the contractor. Such reviews will be for conformance with the design concept of the Project,

compliance with the information given in the Agreement documents and specific project bid items requiring Buy America and Buy American compliance. Compliances should be noted in approved submittals cover sheet. The Engineer shall provide one copy of the approved documents with comments and responses to the Agent, Sponsor, Contractor and Resident Project Representative within five (5) calendar days of receipt.

Track all shop drawing submittals, reviews, and approvals. Provide Agent, Sponsor, Contractor and Resident Project Representative copy of submittal log two (2) calendar days prior to construction progress meeting.

Track all Request for Information (RFI) submittals and responses. Provide Agent, Sponsor, Contractor and Resident Project Representative copy of RFI log two (2) calendar days prior to construction progress meeting.

12. Prepare and provide Consultant's Recommendation for any change orders including all supporting documentation. After each change order execution, update Aviation Division Contractor Pay Request Form and Summary of Work Performed with revised items/quantities and submit to Resident Project Representative and Agent's Project Manager.

13. Verify the accuracy and completeness of all Daily Work Reports, Buy America and Buy American documentation, submitted by the Resident Project Representative prior to approval and payment to the contractor. Prepare and/or verify any periodic and final estimates for payments to the contractor(s), furnish the Agent with any necessary certifications/affidavits as to payments to subcontractors and suppliers. Prepare final reconciliation change order prior to Contractor's final pay request.

14. Conduct, in the company of the Contractor, Agent and the Sponsor, a final inspection of the Project for conformance with the design concept of the Project and compliance with the Agreement documents, and approve, in writing, final acceptance of the project. The Consultant shall prepare and distribute copies of the punch list to the Agent, the Sponsor, and the Contractor within five (5) calendar days.

15. Participate in lessons learned meeting with Agent.

16. Provide Agent with a copy of Consultant's letter of final acceptance to Contractor detailing 1 year warranty activation and end dates.

B. Closeout Phase

After written authorization to proceed with the Closeout Phase, the Consultant shall submit all items below into eGrants Contract Deliverables Tab:

1. Provide Agent analysis and recommendation for the application of liquidated damages, PWL calculations for Items P-401/P-501 (if any) and summary of charges for failed tests (if any). Assist Agent with resolution to liquidated damages negotiations with Contractor.

2. Provide Agent and Contractor signed copy of final pay request (including affidavit of all bills paid)

3. Electronically provide Agent and Sponsor the final test and quality control report.

Report shall include the following:

- PDF format cover letter summarizing all failed tests, reasons for accepting out of tolerance material, including supporting documentation from General Provisions, Industry standard publications that support decision any pay reduction applied. Consultant of Record stamp and signature.
- Results of all tests performed provided in table format that includes, specification number, test date, report date, test name, ASTM testing procedure, location, report number, test result, required acceptance limits, Test Pass/Fail, retest, and remarks. Highlighting those tests that failed or did not meet the applicable acceptance and the actions(s) taken.
- All testing reports organized by specification and report number in a single pdf document.

4. Prepare and Furnish Agent and Sponsor 1 electronic copy and upload a copy into eGrants Contracts Deliverables Section containing plan drawings in single file PDF format at a minimum resolution of 400 dpi or a maximum sheet size of ANSI D (22" x 34") showing those changes made during the construction phase based on the marked-up prints, drawings, change orders and other data.

5. Furnish Agent a geometry data file on a computer aided design and drafting (CADD) format to indicate items completed during construction.

6. Electronically provide Agent and Sponsor a copy of all approved catalog cuts, warranties, maintenance data, parts lists, and names of equipment and materials suppliers.

7. Electronically provide Agent in a single PDF format all approved submittals organized numerically by specification.

8. If applicable, coordinate with Agent to provide as-built survey data for the runway extension to include the runway endpoint and 50-foot stations on centerline. Survey data submission will be conducted per FAA Advisory Circulars 150/5300-16, 150/5300-17 and 150/5300-18 and submitted on-line via the FAA's Airport GIS web application. Use latest edition of Advisory Circulars.

9. Verify all Daily Construction Progress and Inspection Report Summaries are submitted and compliant with Agent.

10. If applicable, furnish Agent with a copy of the contractor's Notice of Termination (NOT) to TCEQ as necessary for SWP3.

11. If applicable, furnish Agent completed pavement strength change form(s) and supporting documentation including any necessary follow-up documentation for FAA approval in accordance with latest editions of Advisory Circulars.

12. For Discretionary projects, prepare and furnish Agent the following items in the order shown below

1. Contractor Change Orders with all supporting documentation organized by change order number in a single pdf document

2. Contractor Pay requests with all supporting documentation organized by pay request number
3. Construction Photos in a single pdf document
4. All Daily Construction Progress and Inspection Report Summaries organized by report number in a single pdf document.
5. Consultant's letter of Final Acceptance

13. Conduct an inspection of the Project prior to the expiration of any warranty period and advise the Agent and Contractor of any recommended action to be taken under the terms of any warranty.

14. Consultant shall submit only one pay request for closeout phase upon completion of all tasks associated with closeout except for the warranty period.

RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY

A. General.

The Consultant shall provide, through their own efforts or the efforts of their subconsultant, the services of a Resident Project Representative (RPR). The RPR, as the Consultant's agent, will act as directed by and under the supervision of the Consultant, and will confer with the Consultant regarding RPR's actions. The RPR's dealings in matters pertaining to the on-site work shall in general be with the Consultant, Agent's Project Manager and Contractor, keeping the Sponsor advised as necessary. Dealings with the subcontractors shall only be through or with the full knowledge of the Contractor.

B. Duties and Responsibilities.

Resident Project Representative shall:

1. **Have in possession Contract Documents, Construction Management Plan and possess all tools necessary to perform duties.**

2. **Conferences.** Attend preconstruction conference. Arrange and conduct a schedule of progress/coordination meetings and other job conferences as required in consultation with the Consultant and notify in advance the Agent's Project Manager, Sponsor's Representative, Contractor and others that will be expected to attend.

3. **Schedules.** Review the progress schedule, schedule of submittals and consult with the Consultant concerning their acceptability.

4. **Liaison.**

a. Serve as the Consultant's liaison with the contractor superintendent and assist the superintendent in understanding the intent of the Contract Documents. Assist the Consultant in serving as the Sponsor's liaison with the Contractor when the Contractor's operations affect the Sponsor's on-site operations.

b. As requested by the Consultant, assist in obtaining from the Agent's Project Manager additional details or information, when requested at the job site for proper execution of the work.

5. **Submittals.**

- a. Receive and record date of receipt of all approved Submittals, receive all samples which are furnished at the site by the Contractor, and notify the Consultant of their availability for examination.
- b. Inspect all materials delivered to the site for compliance with approved submittals.
- c. Advise the Consultant, Agent's Project Manager and Contractor prior to the commencement of any work requiring a Submittal that has not yet been approved by the Consultant.

6. **Review of Work, Rejection of Defective Work, Inspection and Tests.**

- a. Conduct on-site observations of the work in progress to assist the Consultant in determining if the work is proceeding on schedule and in accordance with the Contract Documents and whether completed work will conform to same.
- b. Advise Contractor and report immediately to the Consultant and Agent's Project Manager whenever the RPR believes that any work is unsatisfactory, faulty or defective, does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approvals and report damaged work prior to final acceptance; promptly advise the Contractor, Consultant and Agent's Project Manager when the RPR rejects or requires special testing, inspection or observation of covered material.

***RPRs are authorized to notify the Contractor or his representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Consultant for his decision. (GP 50-08)**

- c. Verify that tests, equipment and systems startups and operating/maintenance procedures are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record (in the Daily Construction Progress and Inspection Report Summary) and report to the Consultant and Agent's Project Manager appropriate details relative to the test procedures and startups.
- d. Accompany visitors representing public and other agencies having jurisdiction over the Project, record (in the Daily Construction Progress and Inspection Report Summary) the outcome of these inspections.
- e. *The RPR should review all storm water prevention measures, if applicable, at least weekly as to their function and adequacy, and after each rain event. Any noted deficiencies must be immediately communicated to the contractor, with subsequent review to ensure an appropriate response. Send copies to the Agent's Project Manager and eGrants Application on a weekly basis along with the compiled Daily Construction Progress and Inspection Report Summaries.*

7. **Interpretation of Contract Documents.** Transmit to Contractor the Consultant's clarification and interpretations of the Contract Documents.

8. **Modifications.** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Consultant and Agent's Project Manager.

9. Records.

a. Maintain at the job site orderly files for correspondence, reports of job conferences, submittals and sample submissions, material tickets of all incorporated materials organized numerically by specification, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract Documents, Daily Construction Progress and Inspection Report Summaries, test reports and other project related documents.

b. Record detailed diary information in the Daily Construction Progress and Inspection Report Summary as shown in Daily Construction Progress and Inspection Report Summary Example. Information should include contract day plus cumulative contract time, record operations start and stop, record RPR arrival and departure time, record cumulative RPR hours, weather conditions, work force, equipment in use and idle, data relative to questions of extras or deductions, detailed description of all construction activities for the day, type and quantity of materials delivered, tests performed/results and lab performing, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, list of visitors, problems and Engineer's instructions to Contractor.

c. Provide Agent detailed ongoing progress photographs of materials installed as per design plans and specifications.

d. Maintain on a current basis a set of project drawings marked to show the work as actually constructed and assist the Consultant in the preparation of Record Drawings from the information on these marked drawings.

e. Record names, addresses and telephone numbers of all Contractors, subcontractors, testing laboratories and major suppliers of materials and equipment.

10. Report.

a. Prepare and submit previous weeks combined Daily Construction Progress and Inspection Report Summaries including material tickets of all incorporated materials organized numerically by specification to the Engineer, Agent's Project Manager and Resident Project Representative and eGrants Application by Tuesday 10:00 AM following the work performed week.

b. Measure and record in Daily Work Report form each weeks completed Bid Item in accordance with measurement and payment section of Contract Documents. Submit each completed Daily Work Report along with combined Daily Construction Progress and Inspection Report Summaries to the Agent's Project Manager and Resident Project Representative and eGrants Application on a weekly basis.

c. Prepare based on actual installed quantities in accordance with Contract Documents, Aviation Division Contractor Pay Request Form and Summary of Work Performed and submit to the Consultant for review and Contractor for monthly eGrants submission.

d. Prepare and submit Daily HMA Report to Agent's Project Manager on day of occurrence and eGrants Application along with combined Daily Construction Progress and Inspection Report Summaries.

e. Prepare and submit Ready-Mix Concrete Delivery and Placement Log to Agent's Project Manager on day of occurrence and eGrants Application along with combined Daily

Construction Progress and Inspection Report Summaries.

f. Report immediately to the Consultant and Agent's Project Manager any tests or inspections not in compliance with the Contract Documents.

g. Notify the Consultant and Agent's Project Manager of deficiencies in the Contractor's compliance with the approved progress schedule and/or schedule of Submittals.

h. Consult with the Consultant and notify the Agent's Project Manager in advance of scheduled major tests, inspection or start of important phases of the work.

i. Report immediately to the Consultant and Agent upon the occurrence of any accident.

11. **Payment Requests.** Prepare based on actual installed quantities in accordance with Contract Documents, Aviation Division Contractor Pay Request Form and Summary of Work Performed and submit to the Consultant for review and Contractor for monthly eGrants submission. The Contractor is responsible for forwarding the approved original payment request to TxDOT.

12. **Wage Rates.** Interview the Contractor's employees and determine whether the Contractor is compensating employees in accordance with the wage rates contained in the Contract Documents. Document the interviews in the Daily Construction Progress and Inspection Report Summary. Submit one to three interviews to Agent monthly on the Wage Rate Interview Form provided by the Agent for verification of pay rates.

13. **Commercially Useful Function (CUF) Project Site Reviews.** Complete and submit provided CUF form to review all DBEs performing work for the prime contractor. This form is for the purposes of reviewing DBEs for compliance with the CUF requirements. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

14. **Submittals of Certificates, Maintenance and Operation Manuals.** During the course of the work, verify that certificates, maintenance and operation manuals and other Submittal data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the Consultant for his review and forwarding to the Agent prior to final acceptance of the work.

15. **Completion.** Perform preliminary walkthrough with Contractor for incomplete items of work and verify completion prior to final construction inspection. Participate in final (or partial if applicable) construction inspection in accordance with Section 50 in the general provisions of the project specifications, in the company of the Consultant, Agent, Sponsor, Contractor and other interested parties.

C. Limitations of Authority.

Except upon written instructions from the Consultant and with the Agent's concurrence, the Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute

materials or equipment.

2. Shall not exceed limitations on the Consultant's authority as set forth in the Contract Documents.

3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent to expedite the work.

4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.

5. Shall not advise on or issue directions as to safety precautions and programs in connection with the work.

6. Shall not authorize the Sponsor to occupy the Project in whole or in part.

7. Shall not participate in specialized field or laboratory tests unless approved by the Agent and the Consultant.

MATERIALS TESTING LABORATORY SERVICES

1. The Consultant shall provide, through their own efforts or the efforts of their subconsultant, the services of a Material Testing and Laboratory services. The Consultant shall submit, in writing, the name of the Laboratory for the Project to the Agent for approval.

2. The services of the Laboratory shall be performed in accordance with the basic requirements of ASTM E 329, "Recommended Practice for Inspection and Testing Agencies," ASTM C 1077, Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation, and ASTM D 3666, Standard Practice for Evaluating and Qualifying Agencies Testing and Inspecting Bituminous Paving Materials as published by the American Society of Testing Materials.

3. The Consultant shall promptly submit to the Agent formal reports from the Laboratory of all tests and inspections indicating, where applicable, compliance with the Project Specifications or other Contract Documents. Such reports shall be complete and factual, citing the tests performed, methods employed, values obtained, project area involved, and other pertinent data. These reports shall be signed by a registered professional engineer with expertise in the area for which the report is made. The reports shall be distributed only as specifically designated by the Agent.

4. The Laboratory is not authorized to revoke, alter, relax, enlarge or release any requirements of the project specifications or other Contract Documents or to approve or accept any portion of the work. The Laboratory does not have the right of rejection or the right to stop the work, except for such reasonable periods as may be required to conduct the sampling, testing or inspection operations.

5. The Laboratory shall report immediately to the Consultant or Resident Project Representative, any materials tested or inspected, which do not comply with the project requirements. The Consultant shall then, within the same working day, notify the Agent's Project Manager.

6. The Laboratory or its representative shall not act as foreman or perform other duties for

the Contractor.

7. Quality assurance testing shall be in accordance with the requirements in the Construction Contract General Provisions and Technical Specifications.

SAMPLE