

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

**CONTRACT FOR SCIENTIFIC SERVICES
Indefinite Deliverable Contract with Work Authorizations**

THIS CONTRACT FOR SCIENTIFIC SERVICES is made between the State of Texas, acting through the Texas Department of Transportation, 125 E. 11th St., Austin, Texas 78701-2483 (State), and Mead & Hunt, Inc., having a principal business address at 8217 Shoal Creek Boulevard, Suite 203, Austin, Texas 78757 (Technical Expert), for the purpose of contracting for scientific services.

BACKGROUND

As part of its responsibilities under Transportation Code, Chapter 223, Subchapter D, the State provides for procurement of professional services of technical experts, including archeologists, biologists, geologists, historians, or other technical experts to conduct environmental or cultural assessments required by state or federal law for transportation projects. Under 43 TAC §9.80 et seq., the State establishes the Texas Department of Transportation's policies and procedures for contracting for scientific services. The State requested competitive sealed proposals from technical experts. The State has selected the Technical Expert and desires to contract for scientific services, described in more detail as follows:

Non-archeological historic resource studies related to the compliance with Section 106 and Section 110 of the NHPA (36 CFR 800), including research and documentation efforts leading to historic context statements, National Register of Historic Places nomination-level documentation, Section 4(f) reports, historic narrative for public dissemination, public involvement plans for Section 106 coordination of a project, and other mitigation activities such as creating, managing or updating inventories of non-archeological historic properties and creating historic resource management plans.

The State and the Technical Expert agree as follows.

AGREEMENT

SECTION 1. SCOPE OF SERVICES. The State and the Technical Expert will furnish items and perform services as identified in Attachment B (Services To Be Provided by the State and the Technical Expert).

SECTION 2. CONTRACT PERIOD.

A. Contract Period. The period after this contract becomes effective and before it is terminated is the Contract Period. This contract becomes effective when executed by both parties and terminates four years after it becomes effective, unless the Contract Period is:

(1) modified by written supplemental agreement before the date of termination under Attachment A (General Provisions), Article 4 (Supplemental Agreements); or

(2) otherwise terminated in accordance with Attachment A (General Provisions), Article 26 (Termination and Remedies).

B. Maximum Contract Period. The maximum Contract Period is the time needed to complete all work authorizations issued for projects initiated in the first two years of this contract, provided that no new projects are initiated after the first two years.

C. Unauthorized Work. The State will make no payment for any work performed or cost incurred before or after the Contract Period.

D. Excluded Work. Services subject to procurement under Government Code, Chapter 2254, Subchapter A, the Professional Services Procurement Act, and Transportation Code, §223.041, shall not be performed under this contract.

SECTION 3. COMPENSATION.

A. Maximum Amount Payable. The maximum amount payable under this contract is shown in Attachment E (Schedule of Rates). Payment under this contract beyond the end of the current fiscal biennium is subject to availability or appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

B. Basis of Payment. The basis of payment and reimbursement of costs is set forth in Attachment E (Schedule of Rates). Acceptance by the State of deliverables specified in the work authorization is a condition of payment.

C. Reimbursement of Eligible Costs. To be eligible for reimbursement, the Technical Expert's costs must:

- (1) be incurred in accordance with the terms of a valid work authorization;
- (2) be in accordance with Attachment E (Schedule of Rates); and
- (3) comply with cost principles set forth in 48 CFR Part 31.

D. Technical Expert Payment of Subproviders. If for any reason subproviders, if any, are not paid before the State reimburses the Technical Expert for their services, the Technical Expert shall pay the subproviders all undisputed amounts due for work no more than 10 days after the Technical Expert receives payment for the work unless a different time is specified by law. The State may withhold all payments that have or may become due if the Technical Expert fails to comply with the ten-day payment requirement. The State may also suspend the work under this contract or any work authorization until subproviders are paid. This requirement also applies to all lower-tier subproviders, and this provision must be incorporated into all subcontracts.

SECTION 4. PAYMENT REQUIREMENTS

A. Invoices. The Technical Expert shall request payment by submitting the original of an itemized invoice in a form acceptable to the State. The invoice shall be supported by documentation required for the basis of payment listed in Attachment E, Final Cost Proposal. The Technical Expert may submit an invoice no more frequently than monthly and no later than ninety days after completing deliverables specified in the contract. For each work authorization, an invoice shall show the contract number, the work authorization number, the total amount earned to the date of submission, the amount due as of the date of the invoice, and whether the invoice is for the completion of all work under the work authorization or for less than all work.

B. Withholding Payments. If payment is withheld, the State shall notify the Technical Expert and specify conditions that would allow the State to release the payment. The State reserves the right to withhold payment:

- (1) If a dispute over the work or costs is not resolved within thirty (30) days;
- (2) pending verification that work is satisfactory;
- (3) if the Technical Expert becomes a delinquent obligor under Family Code, §231.006;
- (4) if required work product is not received; or
- (5) if the State Comptroller of Public Accounts will not issue a warrant to the Technical Expert.

C. Liquidated Damages: In the event the Technical Expert fails to provide the specified deliverables to TxDOT by the specified dates, at the sole discretion of TxDOT, TxDOT may require the vendor to pay liquidated damages not to exceed one-half of one percent of the cost for each deliverable for each day the deliverable is late. Delays in deliverables caused by reasons outside the Technical Expert's control are not subject to liquidated damages.

D. Required Reports.

(1) As required in Attachment H, the Technical Expert shall submit Progress Assessment Reports to report payments made to Disadvantaged Business Enterprises or Historically Underutilized Businesses. One copy shall be submitted with each invoice.

(2) Before contract closeout, the Technical Expert shall submit a Final Report on (Exhibit H-4) to the address set forth in Attachment H.

(3) With each invoice, the Technical Expert shall submit a separate progress report showing, for each work authorization, the percentage of work that was completed during the billing period and the percentage of work completed to date. The Technical Expert shall also submit any written report requested by the State to document the progress of the work.

E. Subproviders and Suppliers List. The Technical Expert must provide the State a list, (Exhibit H-5/DBE or Exhibit H-6/HUB), of all subproviders and suppliers that submitted quotes or proposals for subcontracts. This list shall include subproviders' and suppliers' names, addresses, and telephone numbers.

F. Debt to the State. If the State Comptroller of Public Accounts is prohibited from issuing a warrant or initiating an electronic funds transfer to the Technical Expert because of a debt owed to the State, the State shall apply all payment due the Technical Expert to the debt or delinquent tax until the debt or delinquent tax is paid in full.

SECTION 5. WORK AUTHORIZATIONS. To authorize all work under this contract, the State will issue work authorizations using form D-1 in Attachment D (Work Authorizations). The Technical Expert must sign and return a work authorization within seven working days after receipt. The Technical Expert's failure to accept a work authorization in a timely manner is grounds for termination of this contract. The State is not responsible for actions by the Technical Expert or costs incurred by the Technical Expert except to the extent that the actions or costs are directly associated with a valid work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A (General Provisions), Article 1 (Work Authorizations).

SECTION 6. SIGNATORY WARRANTY. The undersigned signatory for the Technical Expert warrants that the signatory is an officer of the organization for which this contract is executed and has the authority to execute this contract on behalf of the Technical Expert. This warranty is made to induce the State to enter into this contract.

SECTION 7. NOTICES. All notices to either party by the other party will be delivered personally or sent by U.S. Mail, postage prepaid, to the following respective addresses:

Technical Expert:	State:
<p>Mead & Hunt, Inc. Attn: Christina Slattery, Vice President 8217 Shoal Creek Boulevard, Suite 203 Austin, Texas 78757</p>	<p>Texas Department of Transportation Environmental Affairs: ENV Contracts 125 East 11th Street Austin, Texas 78701</p>

The notice shall be received by the addressee on the date delivered or deposited in the mail, unless otherwise provided. Either party may change the above address by sending written notice of such change to the other in the manner provided.

SECTION 8. INCORPORATION OF PROVISIONS. Attachments A through G are made part of this contract. The parties shall comply with the provisions of Attachments A through G as if they were set forth in full within the body of this contract.

TECHNICAL EXPERT Mead & Hunt, Inc.	STATE OF TEXAS Texas Department of Transportation
Signature:  <small>DocuSigned by: Christina Slattery 18149E60CBEF42B...</small>	Signature:  <small>DocuSigned by: Carlos Swonke CF785BDDAE964F5...</small>
Christina Slattery Vice President	Carlos Swonke Director of Environmental Affairs
Date: 6/24/2016	Date: 6/24/2016

**Attachments to Contract for Scientific Services
Incorporated into the Contract by Reference**

Attachments	Title
A	General Provisions
B	Services To Be Provided by the State and the Technical Expert
C	Historic Resources Studies
D	Work Authorizations
	Form D-1 Work Authorization
	Form D-2 Supplemental to a Work Authorization
E	Schedule of Rates
F	Computer Graphics Files
G	Not Applicable
Exhibits	Title
H – 1	Subprovider Monitoring System Commitment Worksheet
H – 2	Subprovider Monitoring System Commitment Agreement
H - 4	Subprovider Monitoring System Final Report
H - 6	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report

**ATTACHMENT A
GENERAL PROVISIONS
INDEX TO PROVISIONS**

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2	Supplemental to a Work Authorization
3	Suspension of Work Authorizations
4	Supplemental Agreements
5	Additional Work
6	Progress
7	Personnel, Equipment, and Material
8	Subcontracting
9	Technical Expert's Responsibilities
10	Inspection of Work
11	Submission of Work Product
12	Maintenance, Retention, and Audit of Records
12A	License for TxDOT Logo Use
13	Civil Rights Compliance
14	Insurance
15	Child Support Certification
16	Ownership of Data
17	Patent Rights
18	Compliance with Laws
19	Noncollusion
20	Debarment Certifications
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22	Gratuities
23	Conflict of Interest
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27	Severability
28	Successors and Assigns
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ATTACHMENT A GENERAL PROVISIONS

ARTICLE 1. WORK AUTHORIZATIONS

A. Use. The Technical Expert shall not begin any work until the State and the Technical Expert have signed a work authorization for the work. The State will make no payment for any work performed or cost incurred before a work authorization is fully executed or after the completion date specified in the work authorization. The completion date for a work authorization may not extend beyond the Contract Period. All work authorizations for new projects must be issued within two years after this contract is fully executed. Work authorizations to complete existing projects may be issued after the first two years, provided they do not initiate a new project.

B. Contents. Each work authorization shall specify (1) the scope of work to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a schedule of deliverables; (5) a maximum cost; (6) whether the basis of payment is lump sum, unit cost, or specified rate; and (7) a work authorization budget calculated using rates set forth in Attachment E (Schedule of Rates). Additional contract terms and conditions may not be included in a work authorization. A work authorization may not waive any responsibilities or obligations contained in this contract. In the event of any conflict in terms and conditions between a work authorization and this contract, the terms and conditions of this contract shall prevail. Each work authorization shall be signed by both parties and become a part of this contract.

C. Budget. A work authorization budget shall set forth in detail (1) a list of the work to be performed; (2) the computation of the cost of each deliverable described in the work authorization; and (3) the maximum amount payable under the work authorization. The State will not pay items of cost that are not authorized under Attachment E (Schedule of Rates) and will not pay rates that exceed those authorized in Attachment E (Schedule of Rates). A budget subsuming costs of multiple deliverables may not be invoiced until acceptance of the final deliverable by the State.

D. Basis for Calculating Reimbursement Costs. The State will reimburse the Technical Expert for charges incurred in carrying out the services authorized in the Work Authorization, subject to the cost categories and estimated costs set forth in the Schedule of Rates in the contract and the Cost Basis of the Work Authorization. The State shall compensate the Technical Expert for only those eligible expenses incurred during the work authorization that are directly attributable to the completed portion of the work described in the work authorization, provided that the work has been completed in a manner satisfactory and acceptable to the State. The Technical Expert shall not incur or be reimbursed for any new obligations after the effective date of termination. The Technical Expert shall bill the State for actual travel expenses, not to exceed the limits reimbursable under state law. Out-of-state or out-of-country travel by the Technical Expert requires prior approval by the State.

E. No Guaranteed Work. Work authorizations are issued at the discretion of the State. While it is the State's intent to issue work authorizations under this contract, the Technical Expert shall have no cause of action based on the State's failure to issue work authorizations under this contract or on the number of work authorizations issued.

F. Emergency Work Authorizations. The State, in its sole discretion, may accept the Technical Expert's signature on a faxed copy of a work authorization as satisfying the Technical Expert's obligation to execute the work authorization if the signed original is received by the State within five business days after the State's receipt of the fax.

ARTICLE 2. SUPPLEMENTAL TO A WORK AUTHORIZATION

A. Necessity of Supplemental to a Work Authorization. Work under a work authorization is limited to the work specified in the work authorization. Before any work may be performed that is not specified in a work authorization and before any additional costs are incurred, the parties shall execute a supplemental to a work authorization in the form set forth as Form D-2 in Attachment D (Work Authorizations). A supplemental to a work authorization may not be executed after the expiration of the work authorization it is supplementing or outside the Contract Period. Under no circumstances will the State pay more than the maximum amount payable set forth in Attachment E (Schedule of Rates), as it may be amended by supplemental agreement from time to time.

B. Extension of Time. If the Technical Expert determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Technical Expert shall promptly notify the State. In its sole discretion, the State may agree to extend the work authorization period by joint execution of a supplemental to a work authorization.

C. Change in Scope. The scope of work authorized in a work authorization may only be altered through execution of a supplemental to a work authorization. If the change in scope affects the amount payable under a work authorization, a revised work authorization budget shall be incorporated in the supplemental to a work authorization.

ARTICLE 3. SUSPENSION OF WORK AUTHORIZATIONS

A. Notice. The State may suspend a work authorization without terminating this contract by notifying the Technical Expert orally. Oral notification must be followed by written confirmation within two (2) weeks.

B. Reinstatement. The state may reinstate a suspended work authorization by giving written notice. Unless waived in writing by the parties, the reinstatement will be effective sixty business days after the notice is provided.

C. Contract Period Not Affected. Suspension of a work authorization does not affect the Contract Period. The work authorization will terminate under its own provisions or at the end of the Contract Period, whichever occurs first, unless this contract, the work authorization, or both are amended to authorize additional time, as appropriate.

D. Limitation of Liability. The State is not liable for work performed or costs incurred before the date authorized by the State to begin work, during periods when work is suspended, or after the completion date of the work authorization, or after the Contract Period.

ARTICLE 4. SUPPLEMENTAL AGREEMENTS

The terms of this contract may be modified by Supplemental Agreement. A supplemental agreement must be fully executed within the Contract Period.

ARTICLE 5. ADDITIONAL WORK

A. Notice. If the Technical Expert believes that any assigned work is beyond the scope of this contract or any work authorization issued under this contract, the Technical Expert shall promptly notify the State in writing and demonstrate how the assigned work constitutes additional work.

B. Supplemental Agreement. If the State finds that the work does constitute additional work, the State shall so advise the Technical Expert. The parties may then execute a supplemental agreement, a work authorization, or a supplemental to a work authorization, as appropriate.

C. Waiver of Rights. By failing to comply with this article, the Technical Expert waives any right to compensation or reimbursement with regard to additional work.

ARTICLE 6. PROGRESS

A. Communications. From time to time during the progress of the work, the Technical Expert shall confer with the State. The Technical Expert shall prepare and present all information that is requested by the State or is necessary for the State to evaluate the work.

B. Reports. The Technical Expert shall promptly advise the State in writing of events that may have a significant effect on the progress of a work authorization.

(1) The Technical Expert shall promptly advise the State in writing of any problems, delays, or adverse conditions that will materially affect the ability to meet goals on schedule. This disclosure will be accompanied by statement of the action taken or contemplated and any state or federal assistance needed to resolve the situation.

(2) The Technical Expert shall also promptly advise the State in writing of favorable developments or events that enable meeting goals sooner than anticipated.

ARTICLE 7. PERSONNEL, EQUIPMENT, AND MATERIAL

A. Technical Expert Resources. The Technical Expert shall maintain an office, employ sufficient personnel, and possess adequate equipment and materials to perform the services required under this contract. The Technical Expert certifies that it currently has adequate qualified personnel in its employment for performance of the services required under this contract or that it will be able to obtain adequate qualified personnel from sources other than the State.

B. Removal of Contractor Employee. All employees of the Technical Expert assigned to this contract shall have sufficient knowledge and experience to enable them to perform the duties assigned to them. The State may require the Technical Expert to remove any employee from work authorized in this contract if in the sole opinion of the State, the work of that employee does not comply with this contract or the conduct of that employee is detrimental to the work.

C. Removal of Key Personnel. The Technical Expert shall notify the State in writing as soon as possible after a project manager or key personnel is removed from work on this contract and shall give the reason for the removal. In any event, this notice must be given no later than three business days after the removal.

D. State Approval of Replacement Key Personnel. The Technical Expert may not replace the project manager or key personnel, temporarily or permanently, without the advance written approval of the State.

E. Ownership of Acquired Property. Except to the extent that a specific provision of this contract states to the contrary, the State shall own all intellectual property acquired or developed under this contract and all equipment purchased by the Technical Expert or its subcontractors under this contract. All intellectual property and equipment owned by the State shall be delivered to the State when the contract terminates.

ARTICLE 8. SUBCONTRACTING

A. Prior Approval. The Technical Expert shall not assign, subcontract, or transfer any professional services related to the work under this contract without the advance written approval of the State.

B. Required Provisions. All subcontracts for professional services shall include the provisions contained in Attachment A (General Provisions) and any other provisions required by law.

C. Technical Expert Responsibilities. A subcontract does not relieve the Technical Expert of any responsibilities under this contract.

ARTICLE 9. TECHNICAL EXPERT'S RESPONSIBILITIES

Accuracy. The Technical Expert shall be responsible for the accuracy of work and shall promptly make any revisions or corrections made necessary by its errors, omissions, or negligent acts. The Technical Expert's responsibility for revisions and corrections under this article will be determined by the State. Errors made by the Technical Expert will remain the Technical Expert's responsibility as long as allowed by applicable law. If the Technical Expert submits work that does not comply with the terms of this contract, the State shall instruct the Technical Expert to take actions necessary to bring the work into compliance with this contract. No additional compensation shall be paid for work performed under this paragraph.

ARTICLE 10. INSPECTION OF WORK

A. Review Rights. Authorized representatives of the State and, when federal funds are used, the U.S. Department of Transportation shall have the right at all reasonable times to review the work performed under this contract and the premises in which work is being performed.

B. Reasonable Access. The Technical Expert shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of state or federal representatives in the performance of their duties.

ARTICLE 11. SUBMISSION OF WORK PRODUCT

At the State's request, all work products shall be submitted in preliminary form for approval by the State before the final work product is issued. The State's comments on the Technical Expert's preliminary work product shall be addressed in the final work product.

ARTICLE 12. MAINTENANCE, RETENTION, AND AUDIT OF RECORDS

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

B. Availability. The State, the Federal Highway Administration, the United States Department of Transportation, its Office of Inspector General, the State Auditor's Office, and the United States Comptroller General shall have access to the Records for the purpose of making audits, examinations, excerpts, and transcriptions.

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

ARTICLE 12 A. LICENSE FOR TxDOT LOGO USE

A. Grant of License; Limitations. The Technical Expert is granted a limited revocable non-exclusive license to use the registered TxDOT trademark logo (TxDOT Flying "T") on any deliverables prepared under this contract that are the property of the State. The Technical Expert may not make any use of the registered TxDOT trademark logo on any other materials or documents unless it first submits that request in writing to the State and receives approval for the proposed use. The Technical Expert agrees that it shall not alter, modify, dilute, or otherwise misuse the registered TxDOT trademark logo or bring it into disrepute.

B. Notice of Registration Required: The Technical Expert's use of the Flying 'T' under this article shall be followed by the capital letter R enclosed within a circle (®) that gives notice that the Flying 'T' is registered in the United States Patent and Trademark Office (USPTO).

C. No Assignment or Sublicense. The Technical expert may not assign or sublicense the rights granted by this article without the prior written consent of the State.

D. Term of License. The license granted to the Technical Expert by this article shall terminate at the end of the term specified in Article 2 of this contract.

ARTICLE 13. CIVIL RIGHTS COMPLIANCE

A. Compliance with Regulations: The Technical Expert will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time.

B. Nondiscrimination: The Technical Expert, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Technical Expert will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

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

D. Information and Reports: The Technical Expert shall 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 facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Technical Expert is in the exclusive possession of another who fails or refuses to furnish this information, the Technical Expert will so certify to the State or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Technical Expert's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a) withholding of payments to the Technical Expert under the contract until the Technical Expert complies and/or
- b) cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: The Technical Expert will include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Technical Expert will take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Technical Expert becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Technical Expert may request the Texas Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Technical

Expert may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 14. INSURANCE

The Technical Expert certifies that it has insurance on file with Contract Services of the Texas Department of Transportation in the amount specified on Form 1560-CSS. The Technical Expert certifies that it will keep current insurance on file with that office for the duration of the Contract Period. If insurance lapses during the Contract Period, the Technical Expert shall cease work until a new certificate of insurance is provided.

ARTICLE 15. CHILD SUPPORT CERTIFICATION

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

ARTICLE 16. OWNERSHIP OF DATA

A. Work for Hire. All services provided under this contract are considered work for hire, and all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the property of the State.

B. Disposition of Documents. All documents and data prepared by the Technical Expert and all documents and data furnished to the Technical Expert by the State shall be delivered to the State at its request. The Technical Expert, at its own expense, may retain copies of documents or any other data that have been furnished the State under this contract, but use of the documents or data is subject to permission by the State.

C. Release of Scientific Services Data and Documents. The Technical Expert will not release any scientific services data or documents created or collected under this contract except to its subproviders and to the extent necessary to complete this contract. All subcontracts shall include a provision that acknowledges the State's ownership of the data and documents and prohibits its use except to the extent necessary to complete this contract. The Technical Expert is responsible for any improper use of the data or documents by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Technical Expert nor any subprovider may charge a fee for scientific services data or documents.

ARTICLE 17. PATENT RIGHTS

The State and the U. S. Department of Transportation shall have the royalty-free, nonexclusive, and irrevocable right to use and to authorize others to use any patents developed by the Technical Expert under this contract.

ARTICLE 18. COMPLIANCE WITH LAWS

The Technical Expert shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules, and regulations and with the orders and decrees of any court and of any administrative body or tribunal in any manner affecting the performance of this contract, including worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws, and licensing laws and regulations. At the request of the State, the Technical Expert shall furnish satisfactory proof of its compliance with this article.

ARTICLE 19. NONCOLLUSION

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

B. Liability. For breach or violation of this warranty, the State shall have the right to annul this contract without incurring any liability or in its discretion, to deduct from the contract price or compensation or otherwise to recover the full amount of the fee, commission, percentage, brokerage fee, gifts, or other consideration.

ARTICLE 20. DEBARMENT CERTIFICATIONS

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Technical Expert certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

ARTICLE 21. LOBBYING CERTIFICATION

In executing this contract, the signatories certify to the best of his or her knowledge and belief, that:

A. Payment of Funds. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. Certification of Status. The Technical Expert certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code;
2. a public relations firm; or
3. a government consultant.

C. Disclosure Form. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Funding Agency shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

D. Subawards. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

E. Penalties. Submission of this certification is a prerequisite imposed by Title 31 U.S.C. §1352 for making or entering into this transaction. 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.

ARTICLE 22. GRATUITIES

A. Employees Not To Benefit. Employees of the Texas Department of Transportation may not accept any benefit, gift, or favor from any person who is doing business with or who reasonably speaking may do business with the State under this contract. The only exceptions are ordinary business lunches and items that have received the advance written approval of the Executive Director of the Texas Department of Transportation.

B. Liability. The State may terminate this contract if the Technical Expert or any other person who is doing business with or who reasonably speaking may do business with the State under this contract offers benefits, gifts, or favors to State employees in violation of this policy.

ARTICLE 23. CONFLICT OF INTEREST

The Technical Expert represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the department or which in any way conflicts with the interests of the department. The Technical Expert further certifies that this agreement is not barred because of a conflict of interest pursuant to Texas Government Code, Section 2261.252, between it and the State. Specifically, the Technical Expert certifies that none of the following individuals, nor any or their family members within the second degree of affinity or consanguinity, owns 1% or more interest, or has a financial interest as defined under Texas Government Code, Section 2261.252(b), in the Technical Expert: any member of the Texas Transportation Commission, TxDOT's Executive Director, General Counsel, Chief of Procurement and Field Support Operations, Director of Procurement, or Director of Contract Services. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the department's interests.

ARTICLE 24. INDEMNIFICATION

A. Errors, Omissions, Negligent Acts. The Technical Expert shall indemnify the State and its officers and employees from all claims and liability that result from any error, omission, or negligent act of the Technical Expert or of any person employed by the Technical Expert under this contract.

B. Attorney Fees. The Technical Expert shall also indemnify the State from any and all expense, including attorney fees that may be incurred by the State in litigation or otherwise, to the extent that the expense results from any error, omission, or negligent act of the Technical Expert or of any person employed by the Technical Expert under this contract.

ARTICLE 25. DISPUTES

A. Procurements by the Technical Expert. The Technical Expert shall be responsible for the resolution of any claim arising out of any procurement made by the Technical Expert in support of the services authorized by this contract.

B. Disputes Concerning Work or Cost. Any dispute concerning this contract or work or rates under this contract shall be resolved under 43 TAC §9.2.

ARTICLE 26. TERMINATION AND REMEDIES**A. Causes.** This contract may be terminated by:

1. Written agreement of the parties;
2. Written notice from either party because the other party did not fulfill its contractual obligations; or
3. Thirty days' written notice from the State, with or without cause.

B. Payments Due After Termination. If the State terminates this contract, the State will not be liable for any fees other than those that are due at the time of termination. If this contract is terminated under Article 26(A)(3), the Technical Expert shall not incur costs during the thirty days after notice is given if those costs are more than the costs incurred during the immediately preceding thirty days.

C. Value of Completed Work. The State shall determine the value of any work that has been done at the time of termination. Compensation for partial work shall be calculated on the basis of the percentage of work completed at the time of termination. In making that calculation, the State will consider

1. Actual costs incurred, not to exceed the rates set forth in Attachment E (Schedule of Rates), in performing the work to the date of termination;
2. The amount of work that was satisfactorily completed as of the date of termination;
3. The value of the work that is usable to the State;
4. The cost to the State of employing another firm to complete the required work;
5. The time required to employ another firm to complete the work;
6. Other factors that affect the value to the State of the work performed.

D. Payment of Additional Costs. If this contract is terminated under Article 26(A)(2), the State may take over the project and prosecute the work to completion. The Technical Expert shall be liable to the State for any additional cost to the State caused by the termination.

E. Excusable Delays. Except with respect to defaults by subproviders, the Technical Expert will not be considered in default for any failure that arises out of causes beyond the control and without the negligence of the Technical Expert. These include acts of God or the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

F. Surviving Requirements. Except for provisions that specifically establish responsibilities that extend beyond the Contract Period, termination and payment under this article extinguish the rights, duties, and obligations of the State and the Technical Expert under this contract.

G. Remedies. This contract shall not be considered as specifying the exclusive remedy for any default. All legal remedies may be pursued by either party and shall be cumulative.

ARTICLE 27. SEVERABILITY

If any provision in this contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this contract. In that case, this contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

ARTICLE 28. SUCCESSORS AND ASSIGNS

The Technical Expert and the State bind themselves and their successors, executors, administrators, and assigns to each other party of this contract and to the successors, executors, administrators, and assigns of each other party with regard to all covenants of this contract. The Technical Expert shall not assign, subcontract, or transfer its interest in this contract without the written approval of the State.

ARTICLE 29. PRIOR CONTRACTS SUPERSEDED

This contract constitutes the sole agreement of the parties for the services authorized in it and supersedes any prior understandings or written or oral contracts between the parties respecting its subject matter.

ARTICLE 30. NEPOTISM DISCLOSURE

A. In this section the term "relative" means:

- (1) a person's great grandparent, grandparent, parent, aunt or uncle, sibling, niece or nephew, spouse, child, grandchild, or great grandchild, or
- (2) the grandparent, parent, sibling, child, or grandchild of the person's spouse.

B. A notification required by this section shall be submitted in writing to the person designated to receive official notices under this contract and by first-class mail addressed to Contract Services, Texas Department of Transportation, 125 East 11th Street, Austin Texas 78701. The notice shall specify the Technical Expert's firm name, the name of the person who submitted the notification, the contract number, the district, division, or office of TxDOT that is principally responsible for the contract, the name of the relevant Technical Expert employee, the expected role of the Technical Expert employee on the project, the name of the TxDOT employee who is a relative of the Technical Expert employee, the title of the TxDOT employee, the work location of the TxDOT employee, and the nature of the relationship.

C. By executing this contract, the Technical Expert is certifying that the Technical Expert does not have any knowledge that any of its employees or of any employees of a subcontractor who are expected to work under this contract have a relative that is employed by TxDOT unless the Technical Expert has notified TxDOT of each instance as required by subsection (b).

D. If the Technical Expert learns at any time that any of its employees or that any of the employees of a subcontractor who are performing work under this contract have a relative who is employed by TxDOT, the Technical Expert shall notify TxDOT under subsection (b) of each instance within thirty days of obtaining that knowledge.

E. If the Technical Expert violates this section, TxDOT may terminate the contract immediately for cause, may impose any sanction permitted by law, and may pursue any other remedy permitted by law.

ARTICLE 31. OFFICE OF MANAGEMENT AND BUDGET AUDIT REQUIREMENTS

The parties shall comply with the requirement of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

ARTICLE 32. PUBLIC INFORMATION AND CONFIDENTIALITY

The Technical Expert is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

ARTICLE 33. E-VERIFY CERTIFICATION

Pursuant to Executive Order RP-80, the technical expert certifies and ensures that for all contracts for services, the technical expert shall, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of this agreement to determine the eligibility of:

1. All persons employed by the technical expert during the term of this agreement to perform duties within the State of Texas; and
2. All persons, including subcontractors, assigned by the technical expert to perform work pursuant to this agreement.

Violation of this provision constitutes a material breach of this agreement.

ARTICLE 34. RESTRICTIONS ON EMPLOYMENT OF FORMER STATE OFFICER OR EMPLOYEE

The Technical Expert shall not hire a former state officer or employee of a state agency who, during the period of state service or employment, participated on behalf of the state agency in this agreement's procurement or its negotiation until after the second anniversary of the date of the officer's or employee's service or employment with the state agency ceased.

ARTICLE 35. NON-DISCRIMINATION PROVISIONS

A. Relocation Assistance: 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.

B. Disability:

- a) 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.
- b) Titles II and III of the Americans with Disabilities Act, 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 the Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

C. Age: The Age Discrimination Act of 1974, as amended, (42 U.S.C. § 6101 et. Seq.), prohibits discrimination on the basis of age.

D. Race, Creed, Color, National Origin, or Sex:

- a) The Airport and Airway Improvement Act of 1982 (49 U.S.C. § 4.71, Section 4.7123), as amended, prohibits discrimination based on race, creed, color, national origin, or sex.
- b) The Federal Aviation Administration's Nondiscrimination state (4 U.S.C. § 47123) prohibits discrimination on the basis of race, color, national origin, and sex.
- c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et. seq.), prohibits discrimination on the basis of sex.
- d) Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education program or activities (20 U.S.C. 1681 et. seq.).

E. Civil Rights Restoration Act: 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 and activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not.

F. Minority Populations: Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority and low-income populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

G. Limited English Proficiency: 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, the Technical Expert must take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100).

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE STATE AND THE TECHNICAL EXPERT

1. **Introduction.** This section outlines the scope of services to be provided by the Technical Expert and the State.
2. **Services to be Provided by the State**
 - 2.1 Provide name, address and phone number of the State's authorized representative.
 - 2.2 Provide any records available which would assist in the completion of non-archeological historic-age resource studies.
 - 2.3 Provide engineering data through a third party contract which would assist in the completion of non-archeological historic-age resource studies.
 - 2.4 Assist in the coordination of site visits, scheduling and right of entry, if problems arise.
 - 2.5 Review recommendations offered by the Technical Expert and approve or reject any or all work performed under this contract.
 - 2.6 Review progress of work and provide final acceptance of all documents.
 - 2.7 Process periodic payment requests submitted by Technical Expert.
 - 2.8 The State shall submit documentation to regulatory agencies for review and comment unless otherwise specified in a work authorization.
 - 2.9 Submitting research designs, letter reports and survey reports to THC, and performing all consultation with THC.
 - 2.10 Remedying deficiencies identified by THC if those deficiencies arise from restrictions placed on the Technical Expert's level of effort by the State.
 - 2.11 The State shall provide the Technical Expert with all comments regarding their review of the environmental services completed.
 - 2.12 When specified in the work authorization, the State shall provide right of entry from public or private land owners to allow non-archeological historic-age resource studies to be performed. Right of entry permission shall be written and signed by the land owner. Letters or other materials seeking right of entry shall contain explicit reference to the kinds of activities for which right of entry is requested and an indication of the impacts (if any) that will result from performance of non-archeological historic-age resource studies.
 - 2.13 Providing the Technical Expert with descriptions of current and proposed facilities as such information is available to the State and within reasonable limits.
 - 2.14 Notifying the Technical Expert if THC review or State inspection discloses deficiencies for which the Technical Expert is responsible in accordance with the contract.
 - 2.15 Providing the Technical Expert, where necessary, with barriers, cones, and other traffic control equipment or personnel needed to assure safe working conditions in the project area.
 - 2.16 Providing the Technical Expert with maps delineating project area limits, existing and proposed right of way limits, existing alignments, utilities, and other information relevant to locating and describing the project area as such information is available to the State; and,
 - 2.17 Prepare and issue Work Authorizations to the Technical Expert.
 - 2.18 The work authorization shall include the following:
 - Provide a cost basis of detailed costs for each deliverable specified;

- Identify the key technical experts;
- Specify the activities to be performed;
- Specify the deliverables to be submitted to the State;
- Specify the schedule of deliverables (liquidated damages will be charged due to the technical expert's failure to meet deliverable dates outside the States' fault);
- Specify the number of reports to be submitted;
- Planning, scheduling, attending, and documenting public involvement;
- Performing early coordination with federal, state, and local agencies;
- Identifying potential impacts to the Transportation Activity;
- Meeting with project designers to incorporate environmental data into identification of alternatives.

3. Services to be Provided by the Technical Expert

3.1 Perform all work in accordance with TxDOT's latest practices, criteria, specifications, policies, procedures and standards.

3.2 Act as an agent for the State when specified in a work authorization.

3.3 Produce a complete and acceptable separate report for each non-archeological historic-age resource studies survey performed for environmental documentation. Reports shall constitute the deliverables for non-archeological historic-age resource studies. Reports for all deliverables shall be in the State's format.

3.4 Follow the performance specifications in the contract unless otherwise specified in a work authorization for performing environmental services. Execution of the work authorization shall constitute agreement between the Technical Expert and the State that levels of effort beyond those specified in the work authorization or contract are not required. All services shall be completed by submission of a deliverable to the State.

3.5 When specified in the work authorization, seek right of entry from public or private land owners to perform environmental services. Right of entry permission shall be written and signed by the land owner. Develop letters or other materials for seeking right of entry. Letters or other materials seeking right of entry shall not be distributed without prior approval of the State. Letters or other materials seeking right of entry shall contain explicit reference to the kinds of activities for which right of entry is requested and an indication of the impacts (if any) that will result from performance of environmental services.

3.6 Notify the State immediately if performance of environmental services discloses the presence or likely presence of significant impacts. Inform the State of the basis for concluding that there are significant impacts and the basis for concluding that the impacts may require mitigation. If required, the State will process a supplemental work authorization.

3.7 If environmental services performed by the Technical Expert result in identification of impacts or a level of controversy that may elevate the Transportation Activity's status, immediately notify the State and the State will reassess the appropriate level of documentation.

3.8 Executing the work authorization to the satisfaction of the State and THC requirements. If inspection by the State shows that the amount and kind of work performed is less than the amount and kind of work reported, the Technical Expert shall remedy the inadequacy by performing additional work to eliminate the discrepancy at no additional cost to the State.

3.9 Providing supporting documentation of sufficient detail and clarity to establish a basis for the State and THC to use the documentation as a self-contained record of all observations and data required to support the conclusions of the survey reports.

3.10 Correcting errors and omissions in accord with the State's errors and omissions policy.

3.11 Coordinating with the State to establish schedules for fieldwork and to confirm the dates of fieldwork and any changes that occur in scheduling.

3.12 Provide training and support services related to Historic Resources.

3.13 Provide support services including, but not limited to, reviewing documentation for legal sufficiency, providing reviews of reports of environmental services, managing environmental data, and other tasks related to completing environmental review of the State's transportation projects.

4. **Additional services to be provided by the Technical Expert**

- The Technical Expert shall perform non-archeological historic-age resource studies related to compliance with Section 106 and Section 110 of the NHPA (36 CFR 800). Such studies include, but are not limited to research and documentation efforts leading to historic context statements, NRHP nomination-level property documentation, HABS/HAER documents, historic resource management plans, and other mitigation activities such as creating, managing or updating inventories of historic-age properties. Identification, evaluation and documentation tasks shall be completed in accordance with the provisions of the *Archeology and Preservation: Secretary of the Interior's Standards and Guidelines* (48 FR Parts 44716 et seq. and requirements used by those of the National Park Service, and previously published in 36 CFR Part 61 (*SOI Standards*), and all TxDOT Documentation Standards and ENV Toolkits.
- The deliverables shall summarize both the methods used for the historic resources studies and the results achieved. Each work authorization task shall have a deliverable. The summary of results shall be sufficiently detailed to provide satisfactory basis for thorough review by the State, FHWA, SHPO/THC and consulting parties. All deliverables shall be in sufficient detail to meet regulatory requirements for legal sufficiency. All deliverables shall be written to be understood by the public and must be in accordance with the TxDOT On-Line Environmental Toolkits and Attachment C to this contract. Failure to meet deliverables may result in liquidated damages according to Section 4C of the contract.
- Unless otherwise specified in a work authorization at the sole decision of TxDOT, the person identified as the Technical Expert's Principal Investigator shall serve as the project manager and point of contact. The State retains the right to review and approve the qualifications of all other persons serving in other positions on such projects.
- Historic resource studies shall be performed and documented at sufficient levels to satisfy THC requirements for determining the presence of and documenting historically significant properties in the project APE in accordance with 36 CFR 60 and 43 TAC 2.4-2.51 and are compliant with TxDOT Documentation Standards.

4.1 Historic Research and Documentation Projects

- The Technical Expert shall prepare a project proposal in consultation with the State and the THC for projects involving research and documentation efforts leading to historic context statements, historic narratives, nominations to the NRHP, HABS/HAER documents, and other mitigation activities such as historic resource

management plans and creating, managing or updating inventories of historic-age properties. The project proposal shall provide clear descriptions of the work to be performed, the deliverables to be produced, the tasks required, associated production schedules, and the cost basis for each deliverable. The Technical Expert shall revise the proposal to reflect comments by the State and the THC.

- In consultation with the State and the THC, the Technical Expert shall prepare a research design to guide such historic research and documentation projects. The research design shall provide a succinct summary of literature review results, clear descriptions of identification, evaluation and documentation tasks required, and associated production schedules. The Technical Expert shall submit an electronic format copy of the research design to the State. The State assumes responsibility for transmitting the research design to the THC, if applicable, and transmitting THC comments to the Technical Expert. The Technical Expert shall revise the research design to reflect comments by the State and THC. The research design shall be revised pursuant to the State's errors and omissions policy. Upon approval by the State, the Technical Expert shall perform the services pursuant to the research design.
- The Technical Expert shall revise the historic research and documentation project to address comments by the State and THC. The Technical Expert shall submit the applicable number of hard copies and electronic format copies of the documentation per the work authorization to the State. The State assumes responsibility for transmitting the survey report to THC and for transmitting THC comments to the Technical Expert.

4.2 Section 4(f) Bridge Programmatic Documentation

- When specified in a work authorization, the Technical Expert shall conduct Section 4(f) bridge programmatic documentation Tasks associated with the Section 4(f) bridge programmatic documentation shall include:
- The Technical Expert shall perform fieldwork and conduct applicable research for the bridge to document its significant features and physical condition, including researching TxDOT records. The Technical Expert shall submit a field survey report upon completion of fieldwork for the bridge.
- The Technical Expert shall write and submit a draft Section 4(f) Bridge Programmatic Checklist and documentation for the bridge. The draft will comply with all applicable TxDOT Documentation Standards, templates and the ENV On-line Toolkits at the time the work is assigned by the State. In addition, the Technical Expert shall all applicable reports and graphics provided by the State. A draft documentation packet shall be reviewed and commented upon by the State prior to production of the final deliverable.

4.3 Bridge Mitigation Documentation

- When specified in a work authorization, the Technical Expert shall conduct bridge mitigation documentation in accord with the research design, including modifications made in accordance with Sections 1.1 above. Tasks associated with the bridge mitigation documentation shall include:
- The Technical Expert shall perform fieldwork and conduct historical research for the bridge to document its history and significance, including researching TxDOT records and state and local repositories. The Technical Expert shall submit a field survey report upon completion of fieldwork and research for the bridge.

- The Technical Expert shall write and submit a draft documentation report for the bridge. The report shall include a minimum of one to two pages of descriptive information regarding the engineering of the bridge, its history and a statement of historical significance. This statement of historical significance shall include data relevant to the historic bridge's place in the local context and a discussion of its property type. In addition, the Technical Expert shall incorporate historic maps, photographs, or other materials with the aim of publishing a web-based exhibit on the history of the bridge and its road system. The Technical Expert will provide photo-documentation of the bridge. A draft documentation packet shall be reviewed and commented upon by the State prior to production of the final report.

4.3.1 Photo documentation to be included will have both of the following conditions:

- The photographs shall be 3.5" x 5" color representations printed on matte finish photographic paper or 3.5" x 5" color representations printed on matte white, premium or photo quality laser or inkjet paper. This shall include an oblique view of the primary façades and a side elevation for each resource, with the subject filling the frame. All photographs shall be well focused and clearly depict architectural and other details relevant to an evaluation of the resource's character-defining features. Provision of photographs shall be one original print of each image or electronic presentations of comparable quality, as specified in a work authorization. Comparable quality electronic photograph presentations shall be at least 1200x1600 pixel resolution.
- The photographs will meet HABS/HAER standards requiring medium format (cameras that produce 4 X 5", 5 X 7", or 8 X 10" negatives) photographic documentation be done with black and white film. A print must accompany each negative. The negatives and contact prints are archivally treated and the contact paper is fiber-based instead of resin-coated (RC). The paper and negatives must have had sufficiently long washings in water in order to remove all processing chemicals.

5. Minimum Staff Qualifications: The State and the Technical Expert acknowledge that the qualifications below are minimum levels and may not be used for all projects. The State reserves the sole right to approve staff performing services under work authorizations issued under this contract.

ATTACHMENT C HISTORIC RESOURCES STUDIES

Unless otherwise specified in a work authorization, the Technical Expert shall supplement all hard copy reports with electronic copies in searchable Adobe Acrobat™ (.pdf) format and Word format. Each report shall be a single, searchable .pdf or .docx file that mirrors the layout and appearance of the physical report. The Technical Expert shall deliver the .pdf or .docx file on CD or DVD media in Microsoft Windows format.

Submission and Revision of Deliverables

Deliverables shall consist of reports of non-archeological historic-age resource studies performed.

- Prior to submission of reports, the reports **SHALL** go through an internal quality review by the Principal Investigator.
- All deliverables must comply with all applicable state and federal environmental laws, regulations, procedures, and standards.
- All deliverables must comply with TxDOT Documentation Standards, templates, and ENV On-line Toolkits.
- Unless otherwise directed by the State, deliver reports of environmental services, and electronic copies with a transmittal letter to:
Environmental Affairs Division
Attn: Cultural Resource Management
Texas Department of Transportation
125 E. 11th Street
Austin, TX 78701-2483

The State shall provide the State's, SHPO/THC's, FHWA's and other regulatory agency comments on draft reports to the Technical Expert. The Technical Expert will revise the report:

- to reflect changes made by the State in the Transportation Activity;
- to include any agency commitments, findings, agreements, or determinations required for the Transportation Activity upon request by the State;
- to incorporate the results of agency coordination;
- to reflect changes in the Transportation Activity resulting from comments received or changes in the Transportation Activity; and
- to address errors and omissions identified by the State, SHPO/THC, FHWA, and other regulatory agencies.

Standards of Uniformity of Deliverables

Final Reports and deliverables for non-archeological historic-age resource surveys shall comply with criteria outlined in TxDOT's Documentation Standards, templates, and ENV On-line Toolkits. Review and approval of deliverables by the State's staff will be conducted in accordance with these standards.

Comments and Coordination Letters - Describe early and continuing agency coordination efforts, summarizing the key issues and pertinent information received from the public and government agencies through these efforts. Attach copies of coordination letters with resource agencies regarding the Transportation Activity.

**ATTACHMENT D
WORK AUTHORIZATIONS**

**D-1
WORK AUTHORIZATION NO. _____
CONTRACT FOR SCIENTIFIC SERVICES**

THIS WORK AUTHORIZATION is made under Scientific Services Contract No. _____ (Contract) between the State of Texas, acting through the Texas Department of Transportation (State), and _____ (Technical Expert).

PART I. The Technical Expert shall perform environmental services generally described as _____. The responsibilities of the State and the Technical Expert as well as the work schedule are further detailed in Exhibits A (Responsibilities of the State and the Technical Expert), and Exhibit B (Work Schedule) to this Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$_____ and the method of payment is _____ as set forth in Attachment E of the Contract. This amount is based on the rates set forth in Attachment E (Schedule of Rates) to the Contract and the costs set forth in Exhibit C (Budget) to this Work Authorization.

PART III. Payment to the Technical Expert under this Work Authorization shall be made in accordance with Exhibit C.

PART IV. This Work Authorization is effective when executed by both parties and terminates on _____ or when the contract terminates, whichever occurs first.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations as established by the Contract.

PART VI. Exhibits A, B, and C are made part of this Work Authorization.

TECHNICAL EXPERT Mead & Hunt, Inc.	STATE OF TEXAS Texas Department of Transportation
Signature:	Signature:
Christina Slattery Vice President	Carlos Swonke Director of Environmental Affairs
Date:	Date:

List of Exhibits:

Exhibit A – Responsibilities of the State and the Technical Expert

Exhibit B – Work Schedule

Exhibit C – Budget

Exhibit H-2- Subprovider Monitoring System Commitment Agreement

D-2
SUPPLEMENTAL WORK AUTHORIZATION NO. _____
TO WORK AUTHORIZATION NO. _____
CONTRACT FOR SCIENTIFIC SERVICES

THIS SUPPLEMENTAL is made under Scientific Services Contract No. _____ (Contract) between the State of Texas, acting through the Texas Department of Transportation (State), and _____ (Technical Expert).

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

[EXPLAIN HERE OR ATTACH EXHIBIT AND INCORPORATE HEREIN BY REFERENCE?]

This supplemental is effective when executed by both parties. All other terms and conditions of Work Authorization No. _____ remain in full force and effect.

TECHNICAL EXPERT Mead & Hunt, Inc.	STATE OF TEXAS Texas Department of Transportation
Signature:	Signature:
Christina Slattery Vice President	Carlos Swonke Director of Environmental Affairs
Date:	Date:

**ATTACHMENT E
SCHEDULE OF RATES**

LUMP SUM

Definition

A lump sum is a single dollar figure paid for one or more deliverables. There may be multiple lump sums if each is associated with a distinct deliverable or group of deliverables.

Components

A lump sum includes labor rates, overhead, fee, and direct costs. Therefore, no additional payment will be made for labor rates, overhead, fee, or direct costs.

Required Documentation

Each invoice shall itemize charges by listing the deliverable or deliverables associated with the lump sum for which payment is requested. The Technical Expert is not required to submit evidence of actual labor rates, hours worked, travel, overhead rates, or any other cost.

Audit Adjustment

Lump sums are not subject to change as the result of an audit.

Basis of Payment

Payment may be made at the time of completion for one or more interim or final deliverables. Pro rata payments may be made based on the percentage of work on a deliverable that has been completed.

Final Cost Proposal

The contract FCP must contain rates that are established at the time of the contract. One or more of the following methods must be used. First, the contract FCP may identify specified rates and direct costs that will be used later to build lump sums. Second, the contract FCP may identify unit costs and direct costs that will be used later to build lump sums. Third, the contract FCP may identify future work authorizations and corresponding lump sums.

Work Authorizations

A work authorization may have more than one lump sum if each is associated with a distinct deliverable or group of deliverables. If lump sum work authorizations will be used, the contract FCP must contain detailed and negotiated unit costs or specified rates so that the lump sum for future work authorizations can be calculated with certainty on the basis of cost figures contained in the contract FCP, or it must contain a schedule of future work authorizations with their associated lump sums. Lump sum work authorizations may not be calculated on the basis of actual labor rates, overhead rates, fee, or direct costs because actual costs are not audited or adjusted under a lump sum contract. The basis for lump sums may not be left for negotiation at the time work authorizations are issued.

UNIT COST

<u>X</u>	<p><u>Definition</u> A unit cost is a dollar figure paid for a unit of production. A different dollar figure may be associated with each unit of production.</p> <p><u>Components</u> The unit cost includes labor rates, overhead, and fee, Therefore, no additional payment will be made for labor rates, overhead, or fee.</p> <p><u>Required Documentation</u> Each invoice shall itemize charges by unit of production and unit cost and any direct costs. The Technical Expert may be required to provide additional evidence of units of production and direct costs. The Technical Expert is not required to provide evidence of actual labor rates, hours worked, overhead rates, or any other cost, except direct costs.</p> <p><u>Audit Adjustment</u> Unit costs are not subject to change as the result of an audit. Direct costs are subject to change as the result of an audit.</p> <p><u>Basis of Payment</u> Payment may be made at the time of completion for one or more units of production. Pro rata payments may not be made based on the percentage of work on a unit of production that has been completed.</p> <p><u>Final Cost Proposal</u> The contract FCP must contain a schedule of all unit costs with their associated units of production and any direct costs. It must also clearly identify the circumstance that will cause a payment to become due.</p> <p><u>Work Authorizations</u> Different units of production may be included in a work authorization in any combination. If unit cost work authorizations will be used, the contract FCP must contain unit costs for each unit of production that will be included in any work authorization as well as any direct costs. Unit costs may not be left for negotiation at the time work authorizations are issued.</p>
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SPECIFIED RATE

<u>X</u>	<p><u>Definition</u> A specified rate is an overall hourly rate that includes almost all cost elements. A different specified rate may be associated with each type of labor.</p> <p><u>Components</u> The specified rate includes labor rates, overhead, and fee. Therefore, no additional payment will be made for labor rates, overhead, or fee.</p> <p><u>Required Documentation</u> Each invoice shall itemize charges by name of worker, type of labor and specified rate, shall list any direct costs, and shall include copies of time sheets supporting the requested payment. The Technical Expert may be required to provide additional evidence of hours worked and direct costs. The Technical Expert is not required to provide evidence of actual labor costs, overhead rates, or any other cost, except direct costs.</p> <p><u>Audit Adjustment</u> Specified rates are not subject to change as the result of an audit. Direct costs are subject to change as the result of an audit.</p> <p><u>Basis of Payment</u> Payment may be made at the time of completion for one or more interim or final deliverables or on a periodic basis that is clearly identified. Pro rata payments may not otherwise be made.</p> <p><u>Final Cost Proposal</u> The contract FCP must contain a schedule of all specified rates with their associated types of labor and any direct costs. It must also clearly identify the circumstance that will cause a payment to become due.</p> <p><u>Work Authorizations</u> Different types of labor may be included in a work authorization in any combination. If specified rate work authorizations will be used, the contract FCP must contain specified rates for each type of labor that will be included in any work authorization as well as any direct costs. Specified rates may not be left for negotiation at the time work authorizations are issued.</p>
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FINAL COST PROPOSAL (FCP)**MAXIMUM AMOUNT PAYABLE \$900,000.00.**

The maximum amount payable shall not be amended to exceed \$2,000,000 for a contract issued to provide services in a single district of the department. The maximum amount payable shall not be amended to exceed \$5,000,000 in a contract issued to provide services in two or more districts of the department.

The basis for calculating charges for services will be as follows:

Technical Expert's Rates. The prices submitted in the Technical Expert's proposal are attached and incorporated by reference into this agreement. Subproviders providing services listed in the Technical Expert's proposal shall be reimbursed at rates not to exceed the rates listed in the Technical Expert's proposal.

Maximum Price. The maximum price for the work authorization shall not exceed the maximum price payable negotiated in the work authorization.

Travel Expenses.

Lodging	(overnight stay, not to exceed State rates, not including taxes)
Per diem rates	(Actual cost not to exceed State rates with an overnight stay. Gratuities, alcoholic beverages and tobacco will not be included.)
Vehicle mileage	(not to exceed State reimbursement rate)
Airfare	(at cost, standard coach rate)
Rental car	(at cost, not to exceed \$50.00 per day base rate not including taxes and fees)

Technical Expert's employees shall reside in quarters in the town or community closest to the field job site provided that safe, clean quarters are available.

Out of State Technical Expert. – The Technical Expert must maintain an office in Texas to serve as a point of origin for operations. If the Technical Expert provides staff from out of state, all travel cost incurred to Texas will be paid by the Technical Expert.

Fiscal Year Crossover. No partial payments will be made that cross State fiscal years.

Subproviders. The prime provider shall not invoice the State for charges which exceed the rates listed in the Technical Expert's proposal.

Other Costs. Other costs not listed in the contract shall be established during work authorization negotiation.

STAFF RATES

Principal Investigator	\$ <u>150</u> /hour
Professional Historian or Architectural Historian	\$ <u>119</u> /hour
Cultural Resource Analyst	\$ <u>100</u> /hour
Historic Preservation Specialist	\$ <u>86</u> /hour
Assistant Historian	\$ <u>70</u> /hour
Research Assistant	\$ <u>40</u> /hour
Technical Editor	\$ <u>76</u> /hour
GIS Technician	\$ <u>86</u> /hour
Clerical	\$ <u>60</u> /hour
Staff Transit Rate, per 60 miles from office	\$ <u>150</u>

DOCUMENTATION RATES The above Staff Travel Rate applies to all fieldwork performed.

Section 4(f) Bridge Programmatic Documentation Rates: Costs for performing the bridge programmatic documentation shall be broken down into the following components:

Fieldwork rates for documentation will be negotiated for each work authorization based on the staff and staff transit rates established in this fee schedule. Rates for fieldwork shall include all labor required to document the bridge, its significant features, and physical condition except organizational costs.

Organizational Rates for Bridge Programmatic Checklist Documentation (Draft): Based on a set unit rate established in this fee schedule, the Technical Expert's rate for Bridge Programmatic Documentation shall include costs for project tasks identified in the contract, Section 1 in *Attachment B, Specifications for Historic Resource Identification, Evaluation, and Documentation Services*. Rates for Bridge Programmatic Documentation include all labor and materials required to create a draft bridge programmatic checklist and attached documentation. This rate does not include travel time, travel costs, staff costs of performing fieldwork, nor staff and materials costs associated with the production of documentation.

\$6,500.00/unit cost for Organizational Rates for Bridge Programmatic Documentation

Bridge Programmatic Checklist Documentation Rates (Final): will be negotiated for each work authorization based on the staff rates established in this fee schedule.

Bridge Mitigation Documentation Rates: Costs for performing individual bridge documentation shall be broken down into the following components:

Organizational Rates for Bridge Mitigation Documentation Rates (Research Design): Based on a set unit rate established in this fee schedule, the Technical Expert's rate shall include costs for survey project tasks identified in Section 4 in *Attachment B, Specifications for Historic Resource Identification, Evaluation, and Documentation Services*, of the contract. Rates for bridge mitigation documentation organizational costs include all labor and materials required to establish the APE and conduct the literature

review, as well as prepare an estimate of the number of historic-age resources to be identified, a budget and a schedule for the reconnaissance survey. This rate does not include travel time, travel costs, staff costs of performing survey fieldwork, nor staff and materials costs associated with the production of documentation.

\$1,200.00/unit cost for Organizational Rates for bridge mitigation documentation (Research Design)

Travel costs for documentation will be negotiated for each work authorization based on the staff and staff transit rates established in this fee schedule.

Bridge Mitigation Documentation Rates (Draft Report): Rates for documenting a historic-age resource during bridge mitigation documentation are fully burdened to include all costs of time and materials associated with the production of documentation specified in Section 4 in *Attachment B, Specifications for Historic Resource Identification, Evaluation, and Documentation Services* of the contract, except travel and large format photography costs.

Survey rates submitted shall be based on a price estimate per identified historic-age bridge, not per identified historic-age property. Historic-age landscapes and other resource features reported as subsets of a historic-age bridge would each be counted as a unit cost.

\$7,500.00/unit cost per bridge for mitigation documentation rates (draft report)

Bridge Mitigation Documentation Rates (Final Report): will be negotiated for each work authorization based on the staff rates established in this fee schedule.

DOCUMENTATION RATES (total unit costs) \$15,200.00

ATTACHMENT F

Computer Graphics Files

ATTACHMENT G

Not Applicable

EXHIBIT H-1

Texas Department of Transportation Subprovider Monitoring System Commitment Worksheet

Contract #: 576XXSH205 Assigned Goal: 26% Federally Funded ___ State Funded X

Prime Provider: Mead & Hunt, Inc. Total Contract Amount: \$900,000.00

Prime Provider Info: DBE ___ HUB ___ Both ___ (NONE)

Vendor ID #: 32050297889 DBE/HUB Expiration Date: N/A
(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(s) (List All)	Type of Work	Vendor ID # (First 11 Digits Only)	D=DBE H=HUB	Expiration Date	\$ Amount or % of Work *
Subprovider(s) Contract or % of Work* Totals					0%

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE or HUB Commitment Dollars \$ _____

Total DBE or HUB Commitment Percentages of Contract 0%
(Commitment Dollars and Percentages are for Subproviders only)

EXHIBIT H-2
Texas Department of Transportation
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Texas Department of Transportation (TxDOT). NOTE: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.

Contract #: 576XXSH205 Assigned Goal: 26% Prime Provider: Mead & Hunt, Inc.

Work Authorization (WA)#: _____ WA Amount: _____ Date: _____

Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____

Revised WA Amount: _____

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
Total Commitment Amount <i>(Including all additional pages.)</i>	\$ _____

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: Address: Phone # & Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <hr/> <div style="display: flex; justify-content: space-between;"> Signature Date </div>
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: Phone # & Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <hr/> <div style="display: flex; justify-content: space-between;"> Signature Date </div>
Second Tier Sub Provider Subprovider Name: VID Number: Address: Phone # & Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <hr/> <div style="display: flex; justify-content: space-between;"> Signature Date </div>
VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).	

EXHIBIT H-4

**Texas Department of Transportation
Subprovider Monitoring System
Final Report**

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the Business Opportunity Programs Office for review upon completion of the contract. The report should reflect **all subcontract activity** on the project. The report will aid in expediting the final estimate for payment. If the HUB or DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

DBE Goal: _____%

OR

HUB Goal: %

Total Contract Amount: \$ _____

Total Contract Amount: \$ _____

Contract Number:

Vendor ID #	Subprovider	Total \$ Amt Paid to Date
TOTAL		

This is to certify that _____% of the work was completed by the HUB or DBE subproviders as stated above.

By: Prime Provider

Per: Signature

Subscribed and sworn to before me, this _____ day of _____, 20__

_____ Notary Public _____ County

My Commission expires: _____

