

**PROGRAM MANAGER CONSULTANT AGREEMENT
FOR THE 2023 WALLER COUNTY MOBILITY BOND PROGRAM**

THIS AGREEMENT is made and entered into by and between **WALLER COUNTY, TEXAS**, a public body corporate and politic of the State of Texas acting by and through the Waller County Commissioners Court (hereinafter referred to as “County”), and **LJA ENGINEERING, INC.** (hereinafter referred to as “PrgMgr”).

BACKGROUND INFORMATION

County desires to retain the services of a Program Manager (PrgMgr) to perform certain Services, as defined hereinafter, for County relating to the management and administrative support services for the 2023 Waller County Mobility Bond Program. County has selected PrgMgr as the entity to be engaged as the PrgMgr for the program contemplated by County. County and PrgMgr desire to execute and enter into this Agreement for the purpose of setting forth their agreement with regard to the foregoing.

STATEMENT OF AGREEMENT

In consideration of the mutual covenants and agreement herein contained, the compensation to be paid to PrgMgr hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1. DEFINITIONS

In addition to any other terms which are defined in this Agreement, each of the following terms, when used in this Agreement with an initial capital letter, shall have the following meaning:

1.1 **“PrgMgr Fee”** means the fee to be paid by County to PrgMgr pursuant to Article 8 of this Agreement.

1.2 **“Program”** means the management and administrative support services for the 2023 Waller County Mobility Bond Program.

1.3 **“Service(s)”** means the items described in Article 5 of this Agreement including but not limited to the items described in Exhibit B, “Services to be provided by the PrgMgr.”

ARTICLE 2. ENGAGEMENT OF PrgMgr

2.1 Engagement of PrgMgr. County hereby engages PrgMgr to perform, and hereby grants to PrgMgr the right to perform the Services specified in this Agreement, including all attachments and exhibits, subject to and in accordance with the terms and provisions of this Agreement.

2.2 Acceptance by PrgMgr. PrgMgr hereby accepts its engagement by County and agrees to perform the Services specified in this Agreement, including all attachments and exhibits, for the benefit of and on behalf of County, subject to and in accordance with the terms and provisions of this Agreement, including all attachments and exhibits.

2.3 County Representative. County hereby designates the County Engineer and Director of Policy and Administration as its initial authorized representatives, except with regard to such matters that require approval of Waller Commissioners Court. County reserves the right to designate additional replacement representatives by written notice to PrgMgr. All requests for consent approvals required of County in connection with the Program shall be submitted to the County Engineer. The specific road(s) project from 2023 Waller County Mobility Bond Program, which specific road(s) projects may be changed by the County Commissioners Court, are listed on Exhibit A.

ARTICLE 3. NATURE OF ENGAGEMENT

3.1 Status of PrgMgr. In the performance of its duties and obligations under this Agreement, PrgMgr is, and shall at all times during the term of this Agreement be, an independent contractor, and not an employee of County. PrgMgr shall act solely as the agent of County in the performance of its duties and obligations under this Agreement. All contracts and agreements executed or entered into by PrgMgr in connection with the performance of its duties and obligations under this Agreement shall be contracts and agreements on behalf of, and for the account of, County. PrgMgr shall obtain County's prior approval of such contracts and agreements and all agreements are subject to the approval of the Commissioner's Court.

3.2 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture between County and PrgMgr.

ARTICLE 4. TERM OF AGREEMENT

4.1 Term. This Agreement shall not become effective until executed by all parties hereto and shall be for a term of five years unless terminated or extended as herein provided.

4.2 Schedule of Services. PrgMgr shall provide its Services as described in Exhibit B.

ARTICLE 5. PROJECT MANAGEMENT SERVICES

5.1 Nature of PrgMgr's Services and Responsibilities. County acknowledges and agrees that PrgMgr's responsibilities under this Agreement consist primarily of advising and consulting with County in connection with the Services. County further acknowledges that PrgMgr is not itself preparing any design or engineering plans or specifications for the Program. County agrees that PrgMgr shall have no liability for or with respect to professional services rendered by others, plans, designs, or specifications provided by others, construction work performed by others, or materials furnished by

others in connection with PrgMgr's responsibilities under this Agreement. However, PrgMgr has certain review functions related to the Services and remains liable for such review functions. PrgMgr is not providing legal assistance to County in connection with such negotiations or otherwise. PrgMgr will use its best efforts to assist the County in identifying and mitigating any hazardous materials that may exist relative to the Program but assumes no responsibility to County in so doing. PrgMgr is responsible for, and is liable for its performance in accordance with this Agreement of, those Services listed in Exhibit B.

5.2 PrgMgr's Team. County hereby authorizes PrgMgr to enter into appropriate agreements to procure the services of additional personnel to carry out PrgMgr's obligations under this Agreement. The services of any such additional personnel are included within the PrgMgr Fee.

5.3 Key Personnel. Subject to the following provisions, PrgMgr shall select the personnel and provide the Services directly and may reassign personnel if reassignment does not materially impede the performance or schedule of Services. (a) PrgMgr represents and warrants that it shall use its best efforts to assign and maintain key personnel to the Program whose qualifications and experience were presented in its written proposal to County, and that all personnel it uses in connection with fulfilling its obligations pursuant to or arising from this Agreement (the "Program Personnel") shall be employees of PrgMgr or, if applicable, PrgMgr's subcontractor(s) and shall be qualified to perform the tasks assigned them. (b) PrgMgr shall provide the resume of any Program Personnel to County upon the written request of County. (c) PrgMgr shall notify County of its intent to use any on-site Program Personnel to perform Services under the Agreement and County may refuse the use of such Program Personnel by providing PrgMgr notice of such rejection within three (3) business days of notification. (d) The County may, upon written notice to PrgMgr, require PrgMgr to remove an individual immediately from providing Services for the following reasons: violation of the terms and conditions of this Agreement; violation of the County's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. (e) County may, upon ten (10) days written notice to the PrgMgr, require PrgMgr to remove an individual from providing Services without cause.

5.4 PrgMgr's Services Not Exclusive. The Services to be rendered by PrgMgr to County are not exclusive and, during the term of this Agreement, PrgMgr and its affiliates may render services similar or identical to those required of it hereunder to other Counties and may itself engage any other activities for its own account or benefit or for others, without any accountability or liability whatsoever to County, provided that County's best interest is represented at all times. Furthermore, any conflict of interest or potential conflict of interest must be disclosed to County prior to the commencement of any Services by PrgMgr.

5.5 PrgMgr's Cooperation. In performing the Services as identified, the PrgMgr shall act diligently and in good faith and shall cooperate fully with the County in all matters relating to the Program. The PrgMgr shall act expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer on requests by the County regarding Program matters.

ARTICLE 6. COUNTY'S OBLIGATIONS

6.1 Costs and Expenses. Except as expressly set forth in this Agreement to the contrary, County shall bear all costs and expenses of the Program, which are approved by the County. All of the Services performed by PrgMgr under this Agreement shall be performed at the cost and expense of, and for the account of, County and shall be included in the PrgMgr Fee.

6.2 County's Funds; Development Account. County covenants and agrees (without creating any third-party beneficiary rights) to make available all funds necessary to pay all PrgMgr Fees on a current basis.

6.3 County's Cooperation. In performing its functions hereunder, County shall act diligently and in good faith and shall cooperate fully with PrgMgr in all matters relating to the Program. County shall act as expeditiously as possible on all requests by PrgMgr for approval and execution of any contract, agreement or other document pertaining to the Program. In exercising its rights of approval, County shall act reasonably and in good faith.

ARTICLE 7. BOOKS, RECORDS, REPORTS, FISCAL MATTERS.

7.1 Books. PrgMgr shall maintain for County current and complete books of account of all transactions with respect to the Program. Such books of account shall be maintained at PrgMgr's office at the Site, or at such other place as the parties shall agree upon, and County and County's accountants and auditors shall have access to such books of accounts at all reasonable times. PrgMgr shall maintain said books of account in a safe manner and separate from any books not dealing directly with the Program. Such books of account shall be kept in accordance with sound accounting practices consistently applied, and otherwise in such manner as shall be reasonably required by County.

7.2 Records. PrgMgr shall maintain, in a secure and safe manner, complete and identifiable records on all matters pertaining to PrgMgr's activities under this Agreement on behalf of County with respect to the Program.

7.3 Property of County. All such books of account and records shall be and remain the property of County, and, upon the expiration or earlier termination of this Agreement, shall be turned over to County as provided in Article 10 hereof. Such books and records shall thereafter be available to PrgMgr at all reasonable times for inspection, audit, examination, and transcription for a period of three (3) years from the Expiration Date or earlier date of termination of this Agreement, upon reasonable prior notice to County and at the expense of PrgMgr. Any equipment or supplies purchased for County and charged to County by PrgMgr, having a usable life at the expiration of this Agreement, shall be the property of the County, and shall be turned over to the County as provided in Article 10.

7.4 Reports. Not later than the tenth (10th) day of each month during the term of this Agreement, with respect to the preceding calendar month, PrgMgr shall furnish County a statement of all disbursements recommended to the County by PrgMgr in connection with the Program for the preceding calendar month, prepared in such reasonable

detail and form as shall be required by County. Such reports should be broken down to show project status and spend for each individual precinct. PrgMgr will conduct a minimum of bi-monthly status meetings with County staff and monthly status meeting with individual Commissioners or as be requested by the same.

7.5 Audit. County shall have the right, during normal business hours, to inspect, copy and audit at any time, and from time to time, all of PrgMgr's files, books, records, costs, and expenses pertaining to the Program. The County will conduct an audit on an annual basis, or more frequently at its sole discretion. If County elects to audit PrgMgr's files, books, records, costs, and expenses pertaining to the Program, and the audit discloses a discrepancy of one percent (1%) or more from the payment applications or invoices, then, in addition to repaying County all sums owing, PrgMgr shall pay the cost of the audit. Any such audit or examination may be undertaken by County or its contracted representative at reasonable times during normal business hours and in conformance with generally accepted auditing standards upon five (5) business days' notice to PrgMgr.

7.6 No Duty of PrgMgr to Provide Funds. Under no circumstances shall PrgMgr have any duty or obligation to advance any funds for the account of County, but if PrgMgr does, with prior written approval of the County, advance any of its own funds for the account of County, County shall promptly reimburse PrgMgr therefor.

ARTICLE 8. COMPENSATION

8.1 Project Management Fee. As compensation for the Services to be rendered by PrgMgr pursuant to this Agreement, including all attachments and exhibits, County shall pay to PrgMgr a Project Management Fee in an amount not to exceed an average of Three Million Dollars per year of the Agreement over a period of five years for a total amount not to exceed **\$15,000,000.00**, including reimbursable expenses. If the scope of the Program or the Services required of PrgMgr hereunder decrease, materially decrease, expand, or change, the PrgMgr Fee shall be equitably changed to reflect the same, upon consent and agreement of County.

8.2 Additional Services. If the scope of the Program or the services required of PrgMgr materially expanded from the terms of this Agreement, any attachments and exhibits to this Agreement, any documents incorporated herein, and any written amendments or modifications of this Agreement, the PrgMgr Fee for such additional services shall be negotiated and subject to a written amendment to this Agreement by the PrgMgr and County.

8.3 Payment of PrgMgr Fee. County and PrgMgr shall develop, prior to any payments due to PrgMgr, a billing practice by which PrgMgr shall submit detailed invoices for payment. The Waller County Engineer shall review all invoices submitted by PrgMgr prior to payment. PrgMgr Fee shall be calculated at hourly rates not to exceed the amounts contained in Exhibit C.

8.4 Reimbursable Expenses. The Project Management Fee for PrgMgr's Services, as determined by the method described in Article 8.1 herein, includes out-of-pocket costs of PrgMgr for telephone calls (including long-distance and facsimile),

postage, cellular phone usage, photo printing, delivery services, parking, mileage at IRS rate and document printing. Travel expenses submitted for reimbursement must be incurred in accordance with County's travel policy. All expenses submitted by PrgMgr shall be subject to approval by County prior to reimbursement.

8.5 Time of Payment. Payment of fees and reimbursable expenses will be made in compliance with the Texas Prompt Payment Act, Tex. Prop. Code Ch. 28.

ARTICLE 9. DEFAULT AND REMEDIES

9.1 Default by PrgMgr. PrgMgr shall be in default under this Agreement if PrgMgr fails to perform any of its duties and obligations under this Agreement and does not cure or remedy such failure to perform within thirty (30) days after receipt of written notice from County with respect thereto; provided, however, that, if such failure to perform shall necessitate longer to cure than such thirty (30) day period, then such cure period may be extended for sixty (60) days or as is reasonably necessary to cure such failure to perform, as determined by the County, if PrgMgr commences such cure within thirty (30) days after receipt of written notice from County and thereafter proceeds diligently and in good faith to cure.

9.2 Remedies of County. Upon the occurrence of a default by PrgMgr under this Agreement, County may pursue any one or more of the following remedies, separately or concurrently or in any combination, without further notice or demand whatsoever:

9.2.1 County may terminate this Agreement by giving PrgMgr thirty (30) days advanced written notice of such termination, in which event this Agreement shall be terminated at the time designated by County in its notice of termination to PrgMgr, subject to the provisions of Article 9 of this Agreement.

9.2.2 With or without terminating this Agreement, County may bring an action against PrgMgr to recover from PrgMgr all damages, recoverable at law suffered, incurred, or sustained by County as a result of, by reason of or in connection with such default.

9.3 Default by County. County shall be in default under this Agreement if County fails to perform any of its duties and obligations under this Agreement and does not cure or remedy such failure to perform within thirty (30) days after receipt of written notice from PrgMgr with respect thereto; provided, however, that, if such failure to perform shall necessitate longer to cure than such thirty (30) day period, then such cure period shall be extended for such period of time as is reasonably necessary to cure such failure to perform if County commences such cure within thirty (30) days after receipt of written notice from PrgMgr and thereafter proceeds diligently and in good faith to cure.

9.4 Remedies of PrgMgr. Upon the occurrence of a default by County under this Agreement, PrgMgr may pursue any one or more of the following remedies, separately or concurrently or in a combination, without further notice or demand whatsoever:

9.4.1 PrgMgr may terminate this Agreement by giving County thirty (30) days advanced written notice of such termination, in which event this Agreement shall be terminated at the time designated by PrgMgr in its notice of termination to County.

9.4.2 With or without terminating this Agreement, PrgMgr may bring an action against County to recover from County all damages, recoverable at law, suffered, incurred, or sustained by PrgMgr as a result of, by reason of or in connection with such default.

9.5 Other Remedies. In the event of the occurrence of a default hereunder, the prevailing party shall, in addition to its other rights and remedies hereunder, have the right to recover from the party in default all reasonable costs and expenses incurred by the prevailing party in enforcing its rights and remedies hereunder, including reasonable attorneys' fees. The termination of this Agreement by either PrgMgr or County by reason of default by the other party shall not relieve either party of any of its duties and obligations theretofore accrued under this Agreement prior to the effective date of such termination.

ARTICLE 10. EXPIRATION, TERMINATION, SUSPENSION OR ABANDONMENT.

10.1 Terminating Events. The engagement of PrgMgr hereunder may be terminated upon the happening of any of the following events pursuant to the provisions described below:

10.1.1 Either County or PrgMgr defaults under this Agreement and the non-defaulting party elects to terminate this Agreement as provided in Article 9 hereof.

10.1.2 The giving of written notice from County in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of PrgMgr; (ii) PrgMgr shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against PrgMgr in any involuntary proceeding against PrgMgr under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against PrgMgr and shall continue for a period of ninety (90) days after commencement without dismissal.

10.1.3 The giving of written notice from PrgMgr in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of County; (ii) County shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against County in any involuntary proceeding against County under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against County and shall continue for a period of ninety (90) days after commencement without dismissal.

10.1.4 The giving of written notice from County that the Program is being either abandoned or suspended for more than three hundred sixty-five (365) consecutive days.

10.1.5 The giving of written notice from PrgMgr if the Program is suspended by County for more than ninety (90) consecutive days.

10.1.6 County may terminate this agreement, without cause, by providing PrgMgr thirty (30) days prior written notice.

10.2 PrgMgr's Obligations. Upon the expiration or earlier termination of this Agreement, PrgMgr shall promptly:

10.2.1 Upon request by County, deliver to County or such other person as County shall designate all materials, supplies, equipment, keys, contracts and documents, all books of account maintained pursuant to Article 7.1 hereof, and all records maintained pursuant to Article 7.2 hereof, pertaining to this Agreement and the Program.

10.2.2 Subject to PrgMgr's obtaining any consent of any third party required therefor, assign all existing contracts approved by County relating to the Program to County or such other person or entity as County shall designate. Any contract or agreement that PrgMgr negotiates on behalf of County that is subject to this paragraph shall contain a statement that prohibits such third party from unreasonably withholding the requisite consent.

10.2.3 Furnish all such information, take all such other action, and cooperate with County as County shall reasonably require in order to effectuate an orderly and systematic termination of PrgMgr's services, duties, obligations, and activities hereunder.

10.2.4 Within thirty (30) days after the expiration or termination of this Agreement, cause to be furnished to County a report similar in form and content to PrgMgr's monthly reports covering the period from the last previous monthly report to the date of expiration or termination of this Agreement.

10.2.5 Furnish a report of all outstanding orders for services, materials and supplies ordered by PrgMgr as a result of its obligations arising under this Agreement at the time of expiration or termination. Such report shall include the status of payment for such services, i.e., whether they have been charged to or paid by PrgMgr, and whether they have been charged to or paid by County. Such report shall be furnished no later than thirty days after the date of expiration or termination.

10.3 County's Obligations. Upon the expiration or earlier termination of this Agreement, County shall promptly:

10.3.1 Assume any contracts which may have been entered into by PrgMgr in its own name relating to the Program, provided, however, that County has specifically authorized PrgMgr to enter into such contract.

10.3.2 Pay the cost of all services, materials and supplies, if any, which may have been ordered by PrgMgr as a result of its obligations arising under this Agreement that has not been charged to or paid by PrgMgr and reimbursed under

this Agreement at the time of expiration or termination, but have since been paid for by PrgMgr and were included in the report submitted pursuant to Article 10.2.5; provided, however, that County actually receives such services, materials and supplies in a satisfactory manner or condition; provided further that demand for such payment is in a reasonable and timely manner.

10.4 Suspension. If the Program is suspended by County for more than thirty (30) consecutive days, PrgMgr shall be compensated for services prior to notice of such suspension. In the event the Program is resumed, the PrgMgr Fee shall be equitably adjusted by written amendment to this Agreement to provide for PrgMgr's expenses incurred in the interruption and resumption of its services.

ARTICLE 11. INSURANCE.

11.1 PrgMgr's Insurance Requirements. Throughout the term of this Agreement, PrgMgr shall carry and maintain in force the insurance described in Subsections 11.1.1 through 11.1.4, below.

11.1.1 Commercial General Liability Insurance (including protective liability coverage on operations of independent contractors engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of PrgMgr, against claims for personal injury, bodily injury and property damage, with a limit of not less than One Million Dollars (\$1,000,000) in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than \$1,000,000 in the aggregate applicable to this Program.

11.1.2 Workers' compensation insurance covering all employees of PrgMgr employed in, on or about the Program in order to provide statutory benefits as required by the laws of the State of Texas.

11.1.3 Automobile Liability: \$300,000 combined single limit per accident for bodily injury and property damage. County shall be named as Additional Insured for this coverage.

11.1.4 Professional Liability: \$1,000,000 aggregate covering PrgMgr in connection with the services to be provided by PrgMgr under this Agreement.

11.1.5 PrgMgr shall, upon County's request, furnish County with appropriate certificates evidencing the insurance required to be maintained by PrgMgr hereunder.

ARTICLE 12. STANDARD OF CARE: LIABILITY: INDEMNITY.

12.1 Standard of Care. In the performance of its duties and obligations under this Agreement, PrgMgr shall, subject to budgetary constraints and limitations imposed by County on the Program, perform the Services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license.

12.2 Limitations on Liability. Neither PrgMgr nor any agent or employee of PrgMgr shall have any liability to County for any reasonable mistakes or errors of judgment, for any reasonable mistakes of fact or of law, or for any act or omissions within the scope of the authority conferred upon PrgMgr by this Agreement; provided, however, that the foregoing shall not extend to losses, damages or expenses suffered or incurred by County if and to the extent the same are caused by any gross negligence or willful misconduct of PrgMgr or its agents or employees. County agrees that, to the fullest extent permitted by law, PrgMgr's total liability to County for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, PrgMgr's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by PrgMgr under this Agreement.

12.3 Indemnity. PrgMgr shall, and PrgMgr does hereby agree to, indemnify County against, and hold and save County harmless from, any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which County may suffer or incur, or which may be asserted against County, whether meritorious or not, to the extent caused by any misconduct of PrgMgr or its agents or employees. Such indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement with respect to any occurrence preceding such expiration or termination. The foregoing notwithstanding, County does not waive any immunity to which it is statutorily entitled.

12.4 Relationship to Insurance In no event shall the indemnification provisions of Sections 12.3 above, diminish, affect, impede, or impair, in any manner whatsoever, the benefits to which County may be entitled under any insurance policy with respect to the Program required by this Agreement or otherwise, or under the terms of any waiver of any subrogation contained therein.

12.5 No Third-Party Beneficiaries. None of the duties and obligations of PrgMgr under this Agreement shall in any way or in any manner be deemed to create any liability of PrgMgr to, or any rights in, any person or entity other than County.

12.6 Independent Contractors. No person who shall be engaged as an independent contractor by either County or PrgMgr, or both, shall be considered an employee, servant, agent, or other person for whom either County or PrgMgr (as the case may be) is responsible for the purposes of Indemnifications in the foregoing Sections of this Article 12.

ARTICLE 13. REPRESENTATIONS AND WARRANTIES.

13.1 Of County. County represents and warrants to PrgMgr that: (i) County is a public body corporate and politic, duly organized, validly existing and in good standing under the laws of the State of Texas, is qualified to transact business in the State of Texas, and has the full and complete right, power and authority to enter into this Agreement and perform County's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement; and (ii) County is the true and lawful County of the Program.

13.2 Of PrgMgr. PrgMgr represents and warrants to County that: (i) PrgMgr is a corporation, duly organized, validly existing and in good standing under the laws of the State of Texas, is qualified to transact business in the State of Texas, and has the full and complete right, power and authority to enter into this Agreement and perform PrgMgr's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement; and (ii) PrgMgr has obtained or will obtain all necessary licenses and permits which are required for PrgMgr to perform PrgMgr's Services pursuant to this Agreement.

13.2.1 PrgMgr represents to County that: (1) PrgMgr possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and PrgMgr will use its best efforts to ensure that the Services provided under this Agreement will be performed, delivered, and conducted in accordance with the industry Standard of Care, (2) PrgMgr will use its best efforts to perform the Program in an expeditious and economical manner consistent with the interests of County, and (3) following the date of acceptance of this Agreement, the Services provided by PrgMgr to County will conform to the representations contained in this Agreement, including all attachments, schedules and exhibits. All warranties provided by PrgMgr in this Agreement shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to County.

13.2.2 PrgMgr represents that the Program shall be completed for an amount not to exceed the proposed Project Management Fee.

ARTICLE 14. GENERAL PROVISIONS.

14.1 Relationship Between Parties. The relationship of the parties shall be limited to the Program. Nothing herein shall be deemed to authorize PrgMgr to act as the general agent of County.

14.2 Notices. Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, or be sent by nationally-recognized commercial courier for next business day delivery, to the addresses set forth below or to such other addresses as are specified by written notice given in accordance herewith:

COUNTY:	Waller County Engineering Department Attention: County Engineer 425 FM 1488 Hempstead, Texas 77445
Copy to:	Waller County Attention: County Judge 425 FM 1488, Suite 106 Hempstead, Texas 77445
PROJECT MANAGER:	LJA Engineering, Inc. 1904 West Grand Parkway North, Suite 100 Katy, Texas 77449

All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the first calendar day after deposit with commercial courier.

14.3 Assignment: Binding Effect. The rights of the parties under this Agreement are personal to the parties and may not be assigned without prior written consent of the other party, which consent shall not be unreasonably withheld; This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns.

14.4 Authorized representatives. Any consent, approval, authorization, or other action required or permitted to be given or taken under this Agreement by County or PrgMgr, as the case may be, shall be given or taken by one or more of the authorized representatives of each. Any party hereto may from time to time designate authorized representatives to the other party hereto. The written statements and representations of any authorized representative of County or PrgMgr shall be binding upon the party for whom such person is an authorized representative, and the other party hereto shall have no obligation or duty whatsoever to inquire into the authority of any such representative to take any action which he proposes to take.

14.5 Headings. The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

14.6 Exhibits, Attachments and Schedules. Each and every exhibit, attachment and schedule referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth verbatim every time it is referred to or otherwise mentioned.

14.7 Defined Terms. Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

14.8 Pronouns. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

14.9 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any

other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

14.10 Non-Waiver. Failure by either party to complain of any action, non-action or default of the other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by either party of any right arising from any default of the other party shall not constitute a waiver of any other right arising from a subsequent default of the same obligation or for any other default, past, present, or future.

14.11 Rights Cumulative. All rights, remedies, powers, and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

14.12 Time of Essence. Time is of the essence of this Agreement, it being acknowledged that PrgMgr shall perform the services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

14.13 Applicable Law. This Agreement shall be governed by, construed under, and interpreted and enforced in accordance with the laws of the State of Texas. Venue for any action regarding this agreement shall lie in Waller County, Texas and/or the United States District Court, Southern District of Texas, Houston Division. Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable to the other for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever. To the extent permitted by law, any statutory remedies that are inconsistent with this provision of the Agreement are waived.

14.14 Entire Agreement. This Agreement, including Exhibits A, B & C contains the entire agreement of County and PrgMgr with respect to the engagement of PrgMgr as the PrgMgr for the Program, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of no force or effect.

14.15 Modifications. This Agreement shall not be modified or amended in any respect except by a written agreement executed by County and PrgMgr in the same manner as this Agreement is executed.

14.16 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

14.17 Certain State Law Requirements for Contracts. For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

14.17.1 Unless affirmatively declared by the United States government to

be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

14.17.2. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

14.17.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

14.17.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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IN WITNESS WHEREOF, County and PrgMgr have caused their respective duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first above written.

COUNTY:

WALLER COUNTY

PrgMgr:

LJA ENGINEERING, INC.

Carbett J. Duhon III, County Judge


Jeff T. Cannon, P.E., Sr. Vice President

Date

5/14/2024
Date

ATTEST:

Debbie Hollan, County Clerk

Approved:

J. Ross McCall, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed **\$15,000,000.00** to accomplish and pay the obligation of Waller County in the foregoing matter.

Alan R. Younts, County Auditor

Exhibit A

Project Number	Owner	Road	From	To	Type of Improvement	Length (mi)	Description	Precinct
1	County	Morton Road	FM 2855	Pitts Road	Capacity	3	Widen from 2 to 4 lanes with median, sidewalks, and intersection improvements	4
2	County	Joseph Road	Fields Store Road	Kickapoo Road	Capacity	2.5	Widen from 2 to 3 lanes with center turn lane and intersection improvements	2
3	County	Schlipf Road	Morton Road	US 90	Capacity	2.1	New roadway (4 lanes) with median and sidewalks	4
4	County	Clay Road	FM 2855	Waller Cty Line	Capacity	3	Widen from 2 to 4 lanes with median, sidewalks, and intersection improvements	3 & 4
5	County	Bartlett Road	Franz Road	Clay Road	Capacity	1.7	New roadway (4 lanes) with median and sidewalks	4
6	County	Stockdick Road	FM 2855	Schlipf Road	Capacity	1	Widen from 2 to 4 lanes with median, sidewalks, and intersection improvements	3
7	County	Cochran Road	US 290 (Bus)	Brumlow Road	Capacity	1	Widen from 2 to 3 lanes with CTL and intersection improvements	1 & 3
11	County	Buller Road	Garrett Road	FM 1458	Safety	0.25	ReAlign intersection and provide signage and pavement markings	1
12	County	Adams Flat Road	FM 359	Wilson Road	Safety	1.72	Mill & Overlay - 2 lane road	3
13	County	Morrison Road	FM 362	Pattison Road	Safety	3	Mill & Overlay - 2 lane road	3
14	County	Cedar Creek Road	Double Culvert Road	SH 6	Safety	0.94	Mill & Overlay - 2 lane road	1
15	County	Double Culvert Road	FM1736	Cedar Creek Road	Safety	3.3	Mill & Overlay - 2 lane road	1
16	County	Robichaux Road	Garrett Road	FM 1458	Safety	2.5	Mill & Overlay - 2 lane road	1
17	County	Neuman Road	FM 362	Depot Street	Safety	3.8	Mill & Overlay - 2 lane road	4
18	County	Mayer Road	FM 1488	FM 362	Safety	2.5	Mill & Overlay - 2 lane road	2
19	County	Penick/Mathis Road	Betka Road	Hebert Road	Safety	7	Mill & Overlay - 2 lane road	2 & 3
20	County	N. Reids Prarie Road	Maverick Lane	Lake Road	Safety (Bridge)	N/A	Bridge maintenance	2
21	County	Kyle Drive	N Reids Prarie Road	Royal Oak Drive	Safety (Bridge)	N/A	Bridge maintenance	2
22	County	Riley Road	Kyle Drive	Walnut Ridge Drive	Safety (Bridge)	N/A	Bridge maintenance	2
23	County	Riley Road	Walnut Ridge Drive	Riley Road	Safety (Bridge)	N/A	Bridge maintenance	2
24	County	Bowler at Kyle Roads	N/A	N/A	Safety	Intersection	Additional signage, striping, curb radii, and lighting.	2
25	County	Wyatt Chapel Road at FM 1488	N/A	N/A	Safety	Intersection	Decel lane on FM 1488 w/additonal signage/pavement markings	1
26	County	Old Houston Hwy at Blinka Road	N/A	N/A	Safety	Intersection	Additional signage, striping, curb radii, and lighting.	2 & 3
27	County	Riley Road at Stonebridge Pkwy	N/A	N/A	Safety	Intersection	Additional signage, striping, and lighting.	2
28	County	Hegar Road at Magnolia Road	N/A	N/A	Safety	Intersection	Install overhead flashing beacon, signage, striping, and rumble strips	2
29	County	Wilson Road at FM 529/362	N/A	N/A	Safety	Intersection	Add flashing chevrons, signal cabinet relocation, traffic signal warrant, and guardrail	3
30	County	Morrison Road at FM 529/2855	N/A	N/A	Safety	Intersection	Install overhead flashing beacon, signage, striping, and widen shoulder/decel lane	3
40	County	Partnership Projects	N/A	N/A	Capacity/Safety	N/A	Improve mobility in County	1
41	County	Partnership Projects	N/A	N/A	Capacity/Safety	N/A	Improve mobility in County	2
42	County	Partnership Projects	N/A	N/A	Capacity/Safety	N/A	Improve mobility in County	3
43	County	Partnership Projects	N/A	N/A	Capacity/Safety	N/A	Improve mobility in County	4

Exhibit B

2023 Mobility Bond Program

Waller County

Services provided by Program Manager

All services provided by the Program Manager (PrgMgr) shall be under the direct supervision of the County Engineer. The PrgMgr may provide additional services not specifically listed below at the request of the County Engineer.

Project Assessment/Organization

- PrgMgr will schedule regular meetings with Court members and County Engineer to discuss projects and status. Initial meetings will be to discuss County goals for the projects and the overall program.
- PrgMgr will review the program projects, determine potential risks for each project, and develop a schedule for each project.
- PrgMgr will provide a program-wide schedule, inclusive of all individual project schedules that will include procurement and approval time. This document will be used in a second meeting with Court members and County Engineer to discuss and finalize overall program organization.

Project Scoping

The PrgMgr will prepare a preliminary project scope which will document and describe in detail the basic elements for the program. The scope will clearly define the engineering Design Consultant's services. PrgMgr will provide information including:

- Establish the Project Limits
- Typical Sections
- Design criteria
- Specific roadway or structural design issues
- Traffic considerations
- Hydraulic considerations
- Environmental permitting issues
- ROW requirements
- Utility Coordination requirements
- Provide preliminary construction cost estimate
- Provide preliminary design and construction schedule
- Provide preliminary scope for Engineering Consultant's

This scope will serve as a starting point for Design Consultant negotiations.

Engineering Design Consultant Negotiations

- The PrgMgr will provide a preliminary scope of services and schedule to the Design Consultant.
- The PrgMgr will review and provide input to County on the fee proposals for each Design Consultant.
- The PrgMgr will provide a recommendation to the Court members and County Engineer for acceptance or rejection of Design Consultant's fee proposal.
- If accepted by the County, the PrgMgr will provide to the County Engineer the proposal needed for the County Attorney to prepare an agreement.

Project Documentation

The PrgMgr will utilize software approved by the County to document the progress of the project including:

- Coordination and communication,
- Monthly progress reporting,
- Contract administration,
- Invoicing,
- And document filing. Documents should be filed according to County Guidelines.

The PrgMgr and County Engineer will work together to maintain and present a consolidated program-wide schedule which will be updated monthly. The schedule will include the original planned schedule and the updated schedule for each project.

Project Kick-Off Meeting

The PrgMgr will schedule and conduct a kick-off meeting with each Design Consultant. The purpose of this meeting will be to ensure that the Design Consultant and the PrgMgr have a thorough understanding of the project scope, issues, deliverables, schedule, and procedures that will be used for the Project.

Professional Services Procurement Services

The PrgMgr will provide the following professional services procurement services:

- Identify the professional services that will be needed for the duration of the program including environmental, surveying, and traffic engineering.
- Facilitate the preparation of a requests for qualifications for various professional services in conjunction with County legal.
- Manage selection process of professional services including issuing of documentation, if any, conducting informational meetings, and advertisements.
- In consultation with County Engineer, oversee selection of professional for each project.

Design Consultant Management

PrgMgr's responsibility for the Preliminary Engineering Report (PER):

- Each Design Consultant will use the information from the executed contract and Summary of Design Process to prepare a PER.
- The PrgMgr will prepare a PER template to be distributed to the Design Consultants
- The PER should identify constraints, utility conflicts, and ROW requirements.
- Prior to submitting the PER, the Design Consultant will present the PER information to the County and PrgMgr.
- The PrgMgr will review all submitted PERs, including the 30% submitted plans and provide review comments back to the engineering consultants within a two week period.

Plans, Specification and Estimate (PS&E)

The preparation of PS&E will begin once each PER has been approved by the County Engineer. Once the PS&E phase has begun, the PrgMgr will oversee, coordinate, and monitor the Design Consultant work relative to the contract requirements.

The PrgMgr will review the PS&E at phased milestones (typically 30, 60, 90, 95, and 100%) submittals. Each review will include all appropriate disciplines, focusing on the consistency in design, compliance with the Summary of Design Process, program design criteria, specifications, program standard bid item list, and program design standards.

- The PrgMgr will review each design submittal and provide comments within two weeks of submission.
- The PrgMgr will facilitate a comment resolution meeting, if needed to discuss and resolve comments before advancing to the next phase of PS&E.
- The PrgMgr will utilize Bluebeam for any submittal reviews requested to be performed by the County.
- If necessary, the PrgMgr will export the comment/response matrix and upload to the program document control system.
- The PrgMgr will facilitate a monthly production meeting with all Design Consultant's and individual meetings with each Design Consultant to discuss and evaluate the Design Consultant's progress against the approved schedule.
- Each Design Consultant will be expected to report on progress, identify project issues, and bring potential solutions to the meeting.
- The PrgMgr will maintain the program's schedule.
- The PrgMgr will assist the consultants to ensure that schedules are met.

At the request of the County Engineer the PrgMgr will assist the County with Community Involvement meetings. Supporting documentation and exhibits will be

prepared by the Design Consultants.

Invoice Review

As directed by the County and PrgMgr, the Design Consultant will submit invoices either directly into the program's document control system or to the PrgMgr for processing. The PrgMgr will review and approve or comment within 5 days of receipt.

Utility Coordination

The PrgMgr will prioritize the needs of multiple projects on a program basis. The PrgMgr will:

- Prepare for and participate in a program-wide presentation to the utility and pipeline companies.
- The program-wide utility coordination meeting will be scheduled and facilitated by the PrgMgr with the County Engineer presenting the information.
- Assist in identifying all major utilities within each project's project limits using available information.
- The PrgMgr will distribute this information to the applicable Design Consultant for their use.
- The Design Consultant will be responsible for verifying all utilities and discovering any additional utilities within their project limits.
- Actual conflict identification shall occur at the start of the PS&E preparation. The PrgMgr will meet with the utility companies as necessary to discuss the project schedule, utility field verification, and to address any concerns associated with the project.
- The PrgMgr will monitor, coordinate, and report on the status of the utility coordination performed by the Design Consultants.
- The PrgMgr will use an approved document control system and standard reporting spreadsheets to report progress.
- The PrgMgr will lead in expediting utility adjustments/relocations and conflict resolution before and during construction.
- The PrgMgr will work closely with the County's ROW acquisition firm to coordinate the utility schedule milestone dates to correlate with the ROW acquisition, design, letting, and construction dates.
- If the County does not have a ROW acquisition firm, the PrgMgr will provide ROW acquisition services.
- The PrgMgr will coordinate with the County to facilitate agreement preparation. All pipeline and utility adjustment agreements will be prepared by the County Attorney using Exhibits prepared by the Design Consultants and/or pipeline and utility companies. Exhibits will be submitted by the PrgMgr using the approved document control system.
- The PrgMgr will continue to monitor the coordination of utility and pipeline relocations through the construction phase.

ROW Mapping and Acquisition

The PrgMgr will assist the County Engineer with the management of the ROW acquisition phase as needed. The PrgMgr will:

- The PrgMgr will monitor, coordinate, and report on the status of the acquisition activities performed by the County's property acquisition firm, or if performed by the PrgMgr.
- The PrgMgr will coordinate with the County to facilitate agreement preparation. This includes: Temporary Construction Easements (TCEs), Right of Entries (ROE), etc.
- The PrgMgr will coordinate with the Design Consultant to provide survey files (the format will be as outlined by the County Engineer) for inclusion in the County GIS appropriate layer.
- The PrgMgr will use an approved document control system for submission of survey and acquisition documents (PDFs, CAD files, and Google Earth files).

Environmental Coordination

The PrgMgr will coordinate with the Environmental Consultants regarding any environmental activities on each project within the program.

Bid and Construction Phase Services

The PrgMgr will provide the following bid and construction phase services:

- Facilitate the delivery of bid documents by the Design Consultant to the County Purchasing Department.
- Bid items are to be coordinated with the County standard bid item list.
- Attend the Pre-Bid Meeting.
- Facilitate the preparation of Addenda by the Design Consultant for distribution by the County Purchasing Department.
- Prepare the bid tabulation for each project.
- Conduct a Pre-construction Meeting to be facilitated by the PrgMgr Construction Manager.

List of Deliverables

The following deliverables will be prepared by the PrgMgr and submitted to the County as part of the program:

- Preliminary scope of services for each project.
- Program-wide CPM schedule updated each month.
- Project Status Report updated each month.
- Preliminary Engineering Report template.
- Facilitate the delivery of a complete Project including Design, ROW, Environmental Permits, Utilities Cleared, and approval of other agencies (TxDOT, City, MUD, LID, Etc.)
- And all other tasks as assigned.

Exhibit C
Page 1

LJA Engineering, Inc.					
SPECIFIED RATE TABLE					
DIRECT LABOR					
LABOR/STAFF CLASSIFICATION	HOURLY CONTRACT RATE YEARS 1	HOURLY CONTRACT RATE YEARS 2	HOURLY CONTRACT RATE YEARS 3	HOURLY CONTRACT RATE YEARS 4	HOURLY CONTRACT RATE YEARS 5
Project Manager	\$350.42	\$357.42	\$364.57	\$371.86	\$379.30
Deputy Project Manager	\$328.52	\$335.09	\$341.79	\$348.62	\$355.60
Technical Advisor - Senior	\$453.66	\$462.74	\$471.99	\$481.43	\$491.06
Quality Manager	\$250.30	\$255.30	\$260.41	\$265.62	\$270.93
Engineer (Senior)	\$297.23	\$303.17	\$309.24	\$315.42	\$321.73
Engineer (Project) - Senior	\$250.30	\$255.30	\$260.41	\$265.62	\$270.93
Engineer (Project)	\$234.65	\$239.35	\$244.13	\$249.02	\$254.00
Engineer (Design)	\$203.37	\$207.43	\$211.58	\$215.81	\$220.13
Engineer-In-Training II	\$140.79	\$143.61	\$146.48	\$149.41	\$152.40
Engineer-In-Training I	\$109.51	\$111.70	\$113.93	\$116.21	\$118.53
Engineer Technician - Senior	\$140.79	\$143.61	\$146.48	\$149.41	\$152.40
Engineer Technician	\$80.56	\$82.18	\$83.82	\$85.50	\$87.21
Engineer Technician - Junior	\$68.83	\$70.21	\$71.61	\$73.04	\$74.51
CADD Operator - Senior	\$125.15	\$127.65	\$130.20	\$132.81	\$135.47
CADD Operator	\$80.56	\$82.18	\$83.82	\$85.50	\$87.21
CADD Operator - Junior	\$68.83	\$70.21	\$71.61	\$73.04	\$74.51
Technical Coordinator II	\$203.37	\$207.43	\$211.58	\$215.81	\$220.13
Technical Coordinator II	\$172.08	\$175.52	\$179.03	\$182.61	\$186.26
Environmental Specialist - Senior	\$237.78	\$242.54	\$247.39	\$252.34	\$257.38
Inspector (Structural) - Senior	\$175.21	\$178.71	\$182.29	\$185.93	\$189.65
Construction Superintendent	\$190.85	\$194.67	\$198.56	\$202.53	\$206.58
Construction Inspector IV	\$156.44	\$159.56	\$162.76	\$166.01	\$169.33
Construction Inspector III	\$140.79	\$143.61	\$146.48	\$149.41	\$152.40
Construction Inspector II	\$118.89	\$121.27	\$123.69	\$126.17	\$128.69
Construction Inspector I	\$100.12	\$102.12	\$104.16	\$106.25	\$108.37
Records Keeper - Senior	\$150.18	\$153.18	\$156.25	\$159.37	\$162.56
Records Keeper	\$115.76	\$118.08	\$120.44	\$122.85	\$125.31
Environmental Inspector	\$143.92	\$146.80	\$149.74	\$152.73	\$155.78
Project Control Specialist - Senior	\$172.08	\$175.52	\$179.03	\$182.61	\$186.26
Project Control Specialist	\$125.15	\$127.65	\$130.20	\$132.81	\$135.47
Utilities Coordinator - Senior	\$250.30	\$255.30	\$260.41	\$265.62	\$270.93
Utilities Coordinator	\$172.08	\$175.52	\$179.03	\$182.61	\$186.26
ROW Project Manager	\$269.07	\$274.45	\$279.94	\$285.54	\$291.25
Assistant Project Manager	\$181.47	\$185.10	\$188.80	\$192.57	\$196.42
ROW Senior Agent	\$162.69	\$165.95	\$169.27	\$172.65	\$176.10
ROWAgent	\$131.41	\$134.03	\$136.72	\$139.45	\$142.24
Senior ROW Technician	\$118.89	\$121.27	\$123.69	\$126.17	\$128.69
ROW Technician	\$84.48	\$86.16	\$87.89	\$89.65	\$91.44
Archaeological technician	\$62.57	\$63.83	\$65.10	\$66.40	\$67.73
Ecologist	\$65.70	\$67.02	\$68.36	\$69.72	\$71.12
Environmental Editor	\$93.02	\$94.88	\$96.77	\$98.71	\$100.68
Environmental Specialist	\$67.89	\$69.25	\$70.64	\$72.05	\$73.49
Environmental Field Leader	\$99.74	\$101.74	\$103.77	\$105.85	\$107.97
Environmental Field Technician	\$77.72	\$79.27	\$80.86	\$82.47	\$84.12
Geologist	\$77.22	\$78.76	\$80.34	\$81.94	\$83.58
Environmental Principal Investigator	\$111.16	\$113.39	\$115.65	\$117.97	\$120.33
Project Coordinator I	\$82.75	\$84.41	\$86.10	\$87.82	\$89.58
Project Coordinator II	\$104.50	\$106.59	\$108.72	\$110.90	\$113.11
Project Coordinator III	\$139.70	\$142.49	\$145.34	\$148.25	\$151.21
Environmental Project Director	\$229.05	\$233.63	\$238.31	\$243.07	\$247.93
Environmental Project Leader	\$109.22	\$111.41	\$113.64	\$115.91	\$118.23
Public Relations Coordinator	\$96.87	\$98.80	\$100.78	\$102.79	\$104.85
Sr. Ecologist	\$81.38	\$83.01	\$84.67	\$86.36	\$88.09
Sr. Environmental Manager	\$163.88	\$167.16	\$170.50	\$173.91	\$177.39
Project Control Specialist	\$125.15	\$127.65	\$130.20	\$132.81	\$135.47
Records Keeper - Senior	\$140.79	\$143.61	\$146.48	\$149.41	\$152.40
Records Keeper	\$109.51	\$111.70	\$113.93	\$116.21	\$118.53
Scheduler - Senior	\$281.58	\$287.22	\$292.96	\$298.82	\$304.80
Scheduler IV	\$215.88	\$220.20	\$224.60	\$229.10	\$233.68
Scheduler III	\$156.44	\$159.56	\$162.76	\$166.01	\$169.33
Scheduler I/II	\$125.15	\$127.65	\$130.20	\$132.81	\$135.47
GIS Director	\$209.62	\$213.82	\$218.09	\$222.45	\$226.90
GIS Manager	\$140.79	\$143.61	\$146.48	\$149.41	\$152.40
GIS Database Administrator	\$168.95	\$172.33	\$175.78	\$179.29	\$182.88
GIS Analyst	\$90.73	\$92.55	\$94.40	\$96.29	\$98.21
Administrative/Clerical	\$109.51	\$111.70	\$113.93	\$116.21	\$118.53
*2.00% escalation is effective on the first day of the month following the beginning of EACH year from the date of contract execution.					
Contract rates include labor, overhead, and profit.					
All rates are negotiated rates and are not subject to change or adjustment.					
Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit.					
Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.					

Exhibit C
Page 2

OTHER DIRECT EXPENSES			
SERVICES TO BE PROVIDED	UNIT	FIXED COST	MAXIMUM COST
Travel			
Mileage	mile	Current State Rate	
Lodging/Hotel - Taxes and Fees	day/person		\$45.00
Lodging/Hotel (Taxes/fees not included)	day/person		Current State Rate
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	\$80.00	
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person		\$530.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person		\$950.00
Parking	day		\$30.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day		\$100.00
Rental Car Fuel	gallon		\$5.00
Taxi/Cab fare (Includes Rideshare)	each/person		\$40.00
Toll Charges	day		\$50.00
Administrative			
USB Flashdrive (up to 32 GB)	each	\$10.00	
Standard Postage	letter	Current Postal Rate	
Photocopies B/W (11" X 17")	each	\$0.25	
Photocopies B/W (8 1/2" X 11")	each	\$0.15	
Photocopies Color (11" X 17")	each	\$1.25	
Photocopies Color (8 1/2" X 11")	each	\$1.00	
Certified Letter Return Receipt	each		Current Postal Rate
Overnight Mail - letter size	each		Current Postal Rate
Overnight Mail - oversized box	each		\$100.00
Courier Services	each		\$45.00
For Cost Plus Fixed Fee, Specified Rate, and Unit Cost - Fixed cost items to be billed at the fixed cost rate. Documentation, such as a usage log, must be maintained for audit purposes, and may be required to be submitted as a basis for reimbursement. For items with a maximum cost, actual cost to be billed not to exceed the maximum shown. Expenses shown at a Current State Rate are billed at the rates that are in effect at the time that the expense is incurred. Itemized receipts must be maintained for audit purposes, and may be required to be submitted as a basis for reimbursement.			
For Lump Sum - Documentation is not required. Invoicing is paid according to the Table of Deliverables, and it includes labor, unit costs and other direct expenses.			