



**CENTRAL TEXAS
Regional Mobility Authority**

Meeting Date: September 30, 2015
AGENDA ITEM # 4

Approve a work authorization for
Group Solutions RJW to provide public
involvement services for the
183 South (Bergstrom Expressway) project.

Strategic Plan Relevance: Regional Mobility
Department: Engineering / Community Relations
Contact: Justin Word, P.E., Director of Project Management
Associated Costs: \$2,949,714
Funding Source: Bond Sale Funds
Action Requested: Consider and act on draft resolution

Summary:

On May 27, 2015, the Mobility Authority Board of Directors awarded a contract to Group Solutions RJW to provide public involvement services for the 183 South (Bergstrom Expressway) project (the "Contract"). The Board further authorized the Executive Director to negotiate and execute the Contract with Group Solutions RJW.

The Executive Director seeks Board approval of a proposed work authorization under the Contract for Group Solutions RJW to provide public involvement services for the 183 South (Bergstrom Expressway) project.

Backup provided: Proposed Work Authorization
Draft Resolution

**WORK AUTHORIZATION NO. 2
CONTRACT FOR PUBLIC INVOLVEMENT SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Contract for Public Involvement Services entered into by and between the Central Texas Regional Mobility Authority (the Mobility Authority) and RJW Operations, Inc., a Texas corporation, doing business as Group Solutions RJW (the Vendor) dated _____ (the Contract).

PART I. The Vendor will perform Public Involvement services generally described as advising and providing analysis on community outreach strategy and support, event management, graphic design, bilingual communications, and Spanish-language media outreach in accordance with the project description attached hereto in **Exhibit B** and made a part of this Work Authorization. The responsibilities of the Mobility Authority and the Vendor as well as the work schedule are further detailed in **Exhibits A, B, and C** which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under Work Authorization No. 1 is \$ **2,949,714** and the method of payment will be calculated on a per-hour basis using hourly billing rates. This amount is based upon the Vendor's estimated Work Authorization costs included in **Exhibit D**, Fee Schedule/Budget, which is attached and made a part of this Work Authorization. DBE participation shall be tracked and documented as detailed in **Exhibits E, F, and G**.

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

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

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

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

MOBILITY AUTHORITY

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

(Signature)
Mike Heiligenstein, Executive Director

VENDOR

RJW OPERATIONS, INC.

(Signature)
Robena E. Jackson, Vice President

Date: _____

Date: _____

LIST OF EXHIBITS TO WORK AUTHORIZATION

Exhibits	Title
A	Services to Be Provided by the Mobility Authority
B	Services to Be Provided by the Vendor
C	Work Schedule
D	Fee Schedule/Budget
E	DBE Participation Forms (E-1 through E-7)
F	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Exhibit E Instructions
G	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Exhibit E Instructions

EXHIBIT A

SERVICES TO BE PROVIDED BY THE MOBILITY AUTHORITY

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

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

EXHIBIT B

SERVICES TO BE PROVIDED BY THE VENDOR

Consulting and other services and goods include, but are not limited to, advising and providing analysis on community outreach strategy and support, event management, graphic design, bilingual communications, and Spanish-language media outreach. Scheduling of activities below will conform to established Mobility Authority, TxDOT and/or other required review and comment periods for each milestone of the Project.

The selected Respondent will work at the direction and supervision of the Mobility Authority and its consultants to provide the Services. The Mobility Authority expects the Respondent to work cooperatively and collaboratively with other governmental agencies, design consultant firms, and construction contractors.

The Services to be provided by the selected Respondent include, without limitation, the key elements listed below.

A. Public Involvement Activities

1) Community Outreach Support

- a) Provide outreach strategy assistance and inform the Community Relations Director of the “pulse of the community”, as well as:
 - (i) Attend coordination meetings
 - (ii) Assist with community outreach strategy
 - (iii) Provide assistance with the development of and implementation of the Public Information Plan (PIP) and Emergency Response Plan for the project
 - (iv) Provide ongoing reports to the Mobility Authority regarding the status of work performed and the success of the PIP
 - (v) Identify and recommend opportunities for innovative and all-inclusive engagement and participation in the community
 - (vi) Assist with management of the stakeholder mailing list
- b) Provide community outreach staff to support the Community Relations Director and his/her team as requested for programmatic public involvement assistance.
- c) Document all efforts provided by the Vendor.

2) Event Management

- a) Coordinate and staff an extensive, robust outreach program including project activities, neighborhood events and community festivals. These events will be comparable in scope to past Mobility Authority events, and may include:
 - (i) Ceremonial Groundbreaking
 - (ii) “Meet the Contractor” open houses
 - (iii) Neighborhood events, including Kids’ Days and Barbeques
 - (iv) Small meetings and one-on-one gatherings with stakeholders
 - (v) Project tours for visitors and other delegations
 - (vi) Community-wide events and festivals like Viva la Vida Fest
 - (vii) Grand Opening Ceremony
- b) Identify and recommend additional community activities and events for participation (i.e. neighborhood 4th of July picnics), and assist with staffing

- c) Be responsible for all rentals, refreshments, giveaways, and other event expenses.
 - d) Support community presentations as requested
- 3) Bilingual Communications and Spanish-language Media Support**
- a) Assist the Mobility Authority with the following Spanish language community outreach tasks:
 - (i) Provide on-call Spanish translation of outreach materials
 - (ii) Provide outreach to Spanish-language communities
 - b) Assist the Mobility Authority with the following Spanish language media support tasks:
 - (i) Provide Spanish-language media outreach
 - (ii) Respond to Spanish-language media inquiries
 - (iii) Provide a camera-ready Spanish speaking spokesperson

4) Graphic Design

Assist the Mobility Authority with on-call graphics support. Graphic artist must be proficient in the Adobe Creative Suite. This task will include development of materials such as: artistic rendition style maps, detailed public-friendly maps (not GIS or CADD based), invitation design, banners, signs, fliers, exhibit boards, car wrap design, direct mail, and other such outreach items.

5) Major Announcement Items

- a) Design, purchase, and place up to eight (8) roadway signs to advise drivers about the project and where to get more detailed information about this project. These signs will be comparable in scope to past Mobility Authority roadside signs (see existing ones on the MoPac corridor). This task will be in coordination with the Community Relations Director and the Construction Manager.
- b) Design and mail out a full color announcement direct mail postcard to property owners, neighbors, and businesses along the corridor informing them about the project and where to find more information.

All documents will be reviewed and approved by the Mobility Authority before being disseminated.

B. Project Management and Administration

The Proposer, in coordination with the Mobility Authority, will be responsible for coordinating public involvement activities as directed. Project management and administration tasks shall include a Project Management/Work Plan, Progress Reporting, Coordination/Administration, and Subcontractor Management. The Proposer's efforts shall include but not limited to the following:

1) Project Management/Work Plan

Develop a Project Management/Work Plan to reflect the following:

- a) organization and responsibilities
- b) coordination and communication procedures
- c) coordination meetings
- d) deliverables
- e) graphic standards

- f) quality control (QC) procedures/plan to ensure the accuracy and quality of the deliverables produced
 - g) other important operational information pertaining to Proposer and Mobility Authority collaboration.
- 2) Progress Reporting**
- a) Prepare and submit to the Mobility Authority monthly progress reports of activities completed during reporting period.
 - b) Prepare and submit invoices that include financial and DBE participation data. The report shall be submitted as an attachment to the invoice submittal.
- 3) Coordination/Administration**
- a) Maintain a communication tracking system, identifying all formal communications.
 - b) Coordinate with the Mobility Authority's GEC staff regularly throughout project development.
- 4) Subcontractor Management**
- a) Develop and implement a plan to manage subcontractor(s) (as part of the project management plan).
 - b) Prepare contracts for subcontractor(s).
 - c) Monitor subcontractor activities (staff and schedule).
 - d) Review and recommend approval of subcontractor progress reports and invoices.

Deliverables

- Project Management Plan
- Progress Reports and Invoices
- Summaries of all meetings
- Subcontractor Contracts, Progress Reports and Invoices

EXHIBIT C
WORK SCHEDULE

The Vendor will perform public involvement services as described in this Work Authorization and will submit deliverables to the Mobility Authority based on the following work schedule:

Notice to Proceed Approximately October 1, 2015
Contract Expiration..... October 1, 2020

EXHIBIT D
FEE SCHEDULE/BUDGET

Public Involvement Services
Group Solutions - Man-hour Breakdown & Fee Estimate
183 South Project (Bergstrom Expressway)

TASK / WORK DESCRIPTION	Principal	Public Involvement Task		Graphic Designer / Production	Public Involvement Specialist		Spanish Language Support		Support Staff	TOTAL
		Project Manager	Public Involvement		Group Solutions	Pink Consulting	Media Specialist	Translation Services		
Labor Rate	\$180.00	\$137.00	\$128.00	\$150.00	\$85.00	\$55.00	\$135.00	\$115.00	\$40.00	HRS
1.1 Public Involvement Activities	476	1620	1488	476	860	384	501	119	1910	7834
a Community Outreach Support										
b Event Management										
c Bilingual Communications and Spanish-language Media Support										
d Graphic Design										
e Major Announcement Items										
1.2 Project Management and Administration	142	370	370	0	0	0	0	0	192	1074
a Project Management/Work Plan										
b Progress Reporting										
c Coordination/Administration										
d Subconsultant Management										
TOTAL DIRECT LABOR	618	1990	1858	476	860	384	501	119	2102	8908
<i>% Total by Classification</i>	6.94%	22.34%	20.86%	5.34%	9.65%	4.31%	5.62%	1.34%	23.60%	
Total Labor (Loaded)	\$ 111,240	\$ 272,630	\$ 237,824	\$ 71,400	\$ 73,100	\$ 21,120	\$ 67,635	\$ 13,685	\$ 84,080	\$ 952,714
Total Direct Expenses	\$ 1,997,000.00									
Total Fee (Labor and Direct Expenses)	\$ 2,949,714									

EXHIBIT E

INSTRUCTIONS DBE PARTICIPATION

The following pages contain seven (7) different forms (Forms E-1 through E-7) covering participation of DBE providers and subproviders. The correct form to use is determined by whether or not a DBE goal has been set for the contract. The following pages contain separate reporting forms for federally funded DBE participation. **Select the forms that are appropriate for your contract and delete the rest along with these instructions from the Work Authorization.**

Federally Funded Contracts
<p>Exhibit F, Disadvantaged Business Enterprise (DBE) for Federal-Aid Professional or Technical Services Contracts</p> <ul style="list-style-type: none">◆ This provision is applicable to federally funded contracts with assigned DBE goals.◆ The appropriate forms for this provision are Forms E-1, E-2, E-3, E-4, E-5, E-6 and E-7. Examples of each form required is included in the contract. The native forms that will need to be submitted can be downloaded from the Mobility Authority's website.◆ Note: a completed Form E-2 will be required with each Work Authorization, if a DBE will be performing work. If a non-DBE subprovider is used, insert N/A (not applicable) on the line provided on the Form E-2.◆ Form E-4 must be submitted monthly to the Mobility Authority even if there is no invoice being submitted or subcontracting to report.◆ Form E-4 must be submitted with each invoice to the appropriate agency contact for payment.
<p>Exhibit G, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts</p> <ul style="list-style-type: none">◆ This provision is applicable to federally funded contracts with no DBE goal assigned.◆ If no subcontractors will be used, the appropriate forms for this provision are E-3 and E-5 forms. Examples of each form required is included in the contract. The native forms that will need to be submitted can be downloaded from the Mobility Authority's website.◆ Note: If subcontractors are used, the required forms would be Forms E-1, E-2, E-3, E-4, E-5, E-6 and E-7. A copy of each form required is in the contract.◆ Form E-4 must be submitted monthly to the Mobility Authority even if there is no invoice being submitted or subcontracting to report.◆ Form E-4 must be submitted with each invoice to the appropriate agency contact for payment.
<p>Form E-4, Texas Department of Transportation/Mobility Authority Subprovider Monitoring System for Federally Funded Contracts. This is a DBE Monthly Progress Report.</p> <ul style="list-style-type: none">◆ Required for all federally funded contracts.◆ This form is required monthly and must be submitted to the Mobility Authority even if there is no invoice being submitted or subcontracting to report.◆ This form must be submitted with each invoice to the appropriate agency contact for payment.
<p>Form E-7, Federal Subprovider and Supplier Information Required for all federally funded contracts.</p>

FORM E-1

**Central Texas Regional Mobility Authority
Subprovider Monitoring System
Commitment Worksheet**

Contract #: _____ Assigned Goal: 6% Federally Funded _____ State Funded _____

Prime Provider: _____ Total Contract Amount: _____

Prime Provider Info: DBE ___ HUB ___ Both ___

Vendor ID #: _____ DBE/HUB Expiration Date: _____

(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					

*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 _____%

(Commitment Dollars and Percentages are for Subproviders only)



FORM E-2
Disadvantaged Business Enterprise (DBE) Program
Commitment Agreement Form

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #:		County:		Contract-CSJ:	
Items of work to be performed (attach a list of work items if more room is required):					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
Total					

Add
Ro

The contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE Subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the Contract DBE Special Provision.

IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.

Prime Contractor:		Name/Title (please print):	
Address:		Signature:	
Phone:	Fax:		
E-mail:		Date:	
DBE:		Name/Title (please print):	
Vendor No.:		Signature:	
Address:			
Phone:	Fax:	Date:	
E-mail:			
Subcontractor (if the DBE will be a second tier sub):		Name/Title (please print):	
Address:		Signature:	
Phone:	Fax:		
E-mail:		Date:	

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

To ensure prompt and efficient handling of your project file we are requesting that all commitments to be presented to the Office of Civil Rights, using this basic format.

FORM E-4



**TxDOT Department of Transportation
DBE Monthly Progress Report**

Form SMS. 4903
(Rev. 05/08)
Page 1 of 1

Project: _____

Contract CSJ: _____

County: _____

District: _____

Letting Date: _____

For Month of (Mo./Yr.): _____

Contractor: _____

Contract Amount: _____

DBE Goal: _____%

DBE Goal Dollars: _____

Vendor Number	Name of DBE Sub/Supplier	* RC or RN	** DBE \$ Amt Paid for Work Performed this Period (X)	*** \$ Amt Paid to Non-DBE 2nd Tier Subs and Haulers (Y)	Amt Paid to DBEs to Date (X-Y)	For TxDOT use Only

* Race Conscious or Race Neutral.

**Goal/commitment progress report amount and/or race-neutral amount. Do not subtract non-DBE second-tier subcontracts and haulers from this column.

*** Report amount of payment DBE subcontractors paid to non-DBE subcontractors/haulers.

If using a non-DBE hauling firm that leases from DBE truck owner-operators, payments made to each owner-operator must be reported separately.

Any changes to the DBE commitments approved by the department must be reported to the area Vendor.*

Submissions of this report for periods of negative DBE activity is required. This report is required until all DBE subcontracting or material supply activity is completed.

I hereby certify that the above is a true and correct statement of the amounts paid to the DBE firms listed above.

Signature: _____

Date: _____

This report must be sent to the area Vendor's office within 15 days following the end of the calendar month.

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that is collected about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

FORM E-5

Central Texas Regional Mobility Authority Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) _____ / _____

Contract #: _____

Original Contract Amount: _____

Date of Execution: _____

Approved Supplemental Agreements: _____

Prime Provider: _____

Total Contract Amount: _____

Work Authorization No. _____

Work Authorization Amount: _____

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:

1 Copy with Invoice - Contract Manager/Managing Office

1 Copy – CTRMA DBE Liaison, c/o HNTB or Atkins, _____, Austin, Texas

I hereby certify that the above is a true and correct statement of the amounts paid to the firms listed above.

 Print Name - Company Official /DBE Liaison Officer

 Signature

 Phone

 Date

 Email

 Fax



FORM E-6

DBE Final Report

Form SMS. 4903
 (Rev. 09/10)
 Page 1 of 1

The DBE final report form should be filled out by the contractor and submitted to the appropriate district office upon completion of the project. One copy of the report must be submitted to the area Vendor's office. The report should reflect all DBE activity on the project. The report will aid in expediting the final estimate for payment. If the DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

Project: _____ Contract CSJ: _____
 County: _____ Control Project: _____
 Letting Date: _____ DBE Goal: _____
 Contractor: _____ Contract Amount: _____

Vendor Number	Name of DBE Sub/Supplier	* RC or RN	** DBE \$ Amt Paid for Work Performed this Period (X)	*** \$ Amt Paid to Non-DBE 2nd Tier Subs and Haulers (Y)	Amt Paid to DBEs to Date (X-Y)	For TxDOT use Only

* Race Conscious or Race Neutral.
 **Goal/commitment progress report amount and/or race-neutral amount. Do not subtract non-DBE second-tier subcontracts and haulers from this column.
 *** Report amount of payment DBE subcontractors paid to non-DBE subcontractors/haulers.

Was there a project under-run caused by a TxDOT change order that impacted DBE Goal attainment?
 _____ Yes _____ No Change Order Number _____

This is to certify that _____ % of the work was completed by Disadvantaged Business Enterprises as stated above.

By _____ Per: _____
 Name of General Contractor Contractor's Signature

Subscribed and sworn to before me, this _____ day of _____, A.D. _____

 Notary Public

 County

EXHIBIT F

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

- 1) **PURPOSE.** The purpose of this attachment is to carry out the U.S. Department of Transportation's ("DOT") policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for DOT assisted contracts.

- 2) **POLICY.** It is the policy of the DOT, the Central Texas Regional Mobility Authority (the "Mobility Authority") and the Texas Department of Transportation (the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program ("DBE Program"), shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. The Mobility Authority and the Department previously entered into a Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Opportunity Program by the Central Texas Regional Mobility Authority (the "MOU") dated effective February 1, 2007. The MOU provides that the Mobility Authority has adopted the Department's DBE Program with the consent of the Federal Highway Administration for contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the Department's DBE Program, apply to this contract as follows:
 - a. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the Department's DBE Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.

 - b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.

 - c. When submitting the contract for execution by the Mobility Authority, the Provider must complete and furnish Form E-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Form E-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Form E-1 is required at the time of submitting the contract for execution by the Mobility Authority. Form E-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work. Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the Mobility Authority. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.

 - d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result; in termination of the contract by the Mobility Authority; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Provider, not as a penalty but

as liquidated damages to the Mobility Authority; or such other remedy or remedies as the Mobility Authority deems appropriate.

3) **DEFINITIONS.**

- a. “Mobility Authority” means the Central Texas Regional Mobility Authority.
- b. “Department” means the Texas Department of Transportation (TxDOT).
- c. “Federal-Aid Contract” is any contract between the Mobility Authority and a Provider which is paid for in whole or in part with U. S. Department of Transportation (“DOT”) financial assistance.
- d. “Provider” is any individual or company that provides professional or technical services.
- e. “DBE Joint Venture” means an association of a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.
- f. “Disadvantaged Business Enterprise” or “DBE” means a firm certified as such by the Department in accordance with 49 CFR Part 26 and listed on the Department’s website under the Texas Unified Certification Program.
- g. “Good Faith Effort” means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
- h. “Race-neutral DBE Participation” means any participation by a DBE through customary competitive procurement procedures.
- i. “DBE Liaison” shall have the meaning set forth in Section 5.e. herein.

4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise participation in the work to be performed under this contract is 6% of the contract amount. This goal is established in accordance with the provisions of the MOU.

5) **PROVIDER’S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Mobility Authority on Form E-3.

- a. A Provider who cannot meet the contract goal, in whole or in part, shall document the “Good Faith Efforts” taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- (1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.
- (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.
- (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.
- (5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- (7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.
- (8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
- (9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- (10) If the Department's Director of the Business Opportunity Programs Office or the Mobility Authority's DBE Liaison determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Department or the Mobility Authority, as appropriate.

NOTE: The Provider must not cause or allow subproviders to bid their services.

- b. The preceding information shall be submitted directly to the Chair of the Vendor Selection Team responsible for the project.

- c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Mobility Authority that the originally designated DBE was not able or willing to perform.
- d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Form E-2 for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Mobility Authority. The Mobility Authority may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.
- e. The Provider shall designate a DBE liaison officer (“DBE Liaison”) who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.
- f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

- a. The Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts. Under the terms of the MOU, only DBEs certified as eligible to participate on Department roadway construction projects and listed on the Department’s website under the Texas Unified Certification Program are eligible to participate on Mobility Authority roadway construction projects.
- b. This certification will be accomplished through the use of the appropriate certification schedule contained in the Department’s DBE program and adopted by the Mobility Authority under the terms of the MOU.
- c. The Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Department’s Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at:
http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm .
- d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

- 7) **DETERMINATION OF DBE PARTICIPATION.** A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

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

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

8) **RECORDS AND REPORTS.**

- a. After submission of the initial commitment reported (Form E-1), required by Section 2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Forms E-4 and E-5), after contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent monthly to the Mobility Authority as provided in Section 8.b. below and should also be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported. These reports will be required until all subprovider activity is completed.** The Mobility Authority may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.
 - b. DBE subproviders should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.
 - c. All such records must be retained for a period of four (4) years following final payment or until any investigation, audit, examination, or other review undertaken during the four (4) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the Mobility Authority, the Department or the DOT.
 - d. Prior to receiving final payment, the Provider shall submit a Final Report (Form E-6), detailing the DBE payments. The Final Report is to be sent to the Mobility Authority and one (1) copy is to be submitted with the Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.
- 9) **COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the Mobility Authority and/or the Department will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of DBE Monthly Progress Reports (Form E-4), submitted to the Mobility Authority by the Provider indicating his progress in

achieving the DBE contract goal, and by compliance reviews conducted by the Mobility Authority or the Department. The DBE Monthly Progress Report (Form E-4) must be submitted at a minimum monthly to the Mobility Authority, in addition to with each invoice to the appropriate agency contact.

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

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

A Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Mobility Authority reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Provider, not as a penalty but as liquidated damages to the Mobility Authority; or such other remedy or remedies as the Mobility Authority deems appropriate.

EXHIBIT G

Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts Special Provision

It is the policy of the DOT, the Central Texas Regional Mobility Authority (the "Mobility Authority") and the Texas Department of Transportation (the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program ("DBE Program"), shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds and it is the DOT's policy that a maximum feasible portion of the Department's and the Mobility Authority's overall DBE goal be met using race-neutral means. The Mobility Authority and the Department previously entered into a Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Opportunity Program by the Central Texas Regional Mobility Authority (the "MOU") dated effective February 1, 2007. The MOU provides that the CTRMA has adopted the Department's DBE Program with the consent of the Federal Highway Administration for contracts financed in whole or in part with Federal funds. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Provider will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with federal funds. Race-Neutral DBE participation on projects with no DBE goal should be reported on the Form E-3. Payments to DBEs reported on Form E-3 are subject to the following requirements:

DETERMINATION OF DBE PARTICIPATION.

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces must be reported as race-neutral DBE participation. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work should not be reported unless the subcontractor is itself a DBE.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider must report a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

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

The Provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by the Mobility Authority or other such remedy as the Mobility Authority deems appropriate.

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

RESOLUTION NO. 15-___

**APPROVING A WORK AUTHORIZATION WITH GROUP SOLUTIONS RJW FOR
PUBLIC INVOLVEMENT SERVICES FOR THE 183 SOUTH (BERGSTROM
EXPRESSWAY) PROJECT.**

WHEREAS, by Resolution No. 15-031, enacted May 27, 2015, the Board authorized the Executive Director to negotiate and execute on behalf of the Central Texas Regional Mobility Authority (“Mobility Authority”) a contract with Group Solutions RJW for public involvement services on the 183 South (Bergstrom Expressway) Project (the “Contract”); and

WHEREAS, the Executive Director and Group Solutions RJW have discussed and agreed to a proposed work authorization under the Contract for public involvement services for development of the 183 South (Bergstrom Expressway) project; and

WHEREAS, the Executive Director recommends approval of the proposed work authorization in the form or substantially the same form as provided to the Board as agenda backup material.

NOW THEREFORE, BE IT RESOLVED that the proposed work authorization with Group Solutions RJW is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute on behalf of the Mobility Authority the proposed work authorization in the form or substantially the same form provided to the Board as agenda backup information.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of September, 2015.

Submitted and reviewed by:

Approved:

Andrew Martin, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors