

EXHIBIT SMS.4901
Local Government Agencies
Disadvantaged Business Enterprise (DBE) Program
Commitment Agreement Form

This commitment is subject to the award and receipt of a signed contract from the
Local Government Agency 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
			\$		\$0.00
			\$		\$0.00
			\$		\$0.00
			\$		\$0.00
			\$		\$0.00
			\$		\$0.00
			\$		\$0.00
TOTAL					\$0.00

The contractor certified by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors 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, 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:	
DBE:	Name/Title (please print):
Vendor No.:	Signature:
Address:	
Phone: Fax:	
E-mail:	Date:
Subcontractor, if the DBE will be a second tier sub.	Name/Title (please print):
Subcontractor:	Signature:
Address:	
Phone: Fax:	
E-mail:	Date:

The Local Government Agency 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. To ensure prompt and efficient handling of your project file we are requesting that all commitments be presented to the Local Government Agency, using this basic format.

EXHIBIT SMS.4903

Local Government Agencies DBE Monthly Progress Report

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 2 nd Tier Subs and Haulers (Y)	Amt Paid to DBEs to Date (X-Y)	For County use Only

* Race Conscious or Race Neutral.

** Goal/commitment progress report amount and/or race-neutral amount. **Do not subtract** non-DBE/ second-tier subcontractors 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 County.

Submission 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: _____
Company Official

Date: _____

This report must be sent to the County within 15 days following the end of the calendar month.

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EXHIBIT SMS.4904

Local Government Agencies DBE Final Report

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

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

Vendor Number	Name of DBE Sub/Supplier	RC or RN*	DBE goal – Total Amount paid to Date+	Amount Paid to Non-DBE 2 nd Tier Subs & Haulers++	For County use Only

* Race-Conscious or Race-Neutral.

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

++ DBE subcontractors paid to non-DBE subcontractors/haulers.

Was there a project under-run caused by a County 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

My commission expires: _____

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Exhibit SMS.4901-MS
Local Government Agencies
Disadvantaged Business Enterprise (DBE) Program
Material & Supplier Commitment Agreement Form

This commitment is subject to the award and receipt of a signed contract from the
Local Government Agency for the federally funded highway construction project.

Project #:		County:		Contract-CSJ:	
Items of material to be supplied* (attach a list if more room is required):					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
			\$		\$
			\$		\$
			\$		\$
Total Commitment Amount (including attachments):			\$		
<i>(Manufacturer Goal Credit = 100%)</i>					
1. Is the material to be supplied, modified, blended, quarried, or fabricated by the DBE? If Yes, please explain in detail			1.		
If you answered Yes to Question 1 above, you do not need to answer questions 2-4					
<i>(Regular Dealer Goal credit = 60%)</i>					
2. Where is the DBE material supplier getting the materials?			2.		
3. Where does the DBE material supplier store or warehouse the material before it is delivered to the project site?			3.		
4. Whose equipment will be used to deliver the DBE's material to the project site? Explain in detail any arrangements the DBE has with other distributors, hauling firms and freight companies.			4.		
IMPORTANT! The signatures of the prime contractor, 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 Local Government Agency 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. To ensure prompt and efficient handling of your project file we are requesting that all commitments be presented to the Local Government Agency, using this basic format.

EXHIBIT 2182
LOCAL GOVERNMENT AGENCIES
COMMERCIALLY USEFUL FUNCTION (CUF)
PROJECT SITE REVIEW
(CONSTRUCTION PROJECTS)

Per 49 CFR 26.55, "A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved... A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation..." This form is for the purposes of reviewing DBEs for compliance with the CUF requirements for credit.

Local Government Agency personnel will perform CUF reviews on subcontractors and Material Suppliers. Perform a minimum of one review for each DBE for each project with DBE goal. The review should be conducted when the DBE first begins work. Monitor compliance through the course of the project.

Project ID/CSJ: County: Prime Contractor:	LGA Reviewer: Reviewer's Title: Review Date:
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DBE Name:

DBE is performing as: the Prime Contractor a Subcontractor an other Tier Subcontractor or Material Supplier: Manufacturer Regular Dealer Broker

Provide a brief description of the DBE'S scope of work. (Obtain copy of Subcontract Agreement and/or Purchase Order if needed.)

COMMENSURATE	YES	NO
Is Payment received by the DBE commensurate with the work being performed?	<input type="checkbox"/>	<input type="checkbox"/>

PERFORMING		
Does the DBE have employees on the job to perform the work?	<input type="checkbox"/>	<input type="checkbox"/>
Does the DBE's employees only work for the DBE?	<input type="checkbox"/>	<input type="checkbox"/>
Is the DBE working without assistance from the prime contractor or another subcontractor? (Use of prime's equipment in an emergency is allowed but the cost associated with the use of the equipment cannot be credited towards the goal.)	<input type="checkbox"/>	<input type="checkbox"/>
Is the DBE only using equipment it owns, rents, or leases? (Attach equipment list and all ownership documents and rental/lease agreements.)	<input type="checkbox"/>	<input type="checkbox"/>
Is the DBE performing <i>at least</i> 30% of their work?	<input type="checkbox"/>	<input type="checkbox"/>

HAULING FIRMS		
Does the DBE hauling firm own or lease their trucks? (If so, obtain verification of ownership or lease documents in the name of the DBE.)	<input type="checkbox"/>	<input type="checkbox"/>
Does the DBE employ drivers for trucks owned by the company? (If leased trucks include operators, this should be indicated in the agreement.)	<input type="checkbox"/>	<input type="checkbox"/>
Does a review of the haul tickets associated with the project indicate that hauling is being performed by the DBE?	<input type="checkbox"/>	<input type="checkbox"/>

MATERIALS		
Does the DBE's name appear on all invoices, haul tickets, and/or bills of lading?	<input type="checkbox"/>	<input type="checkbox"/>
If joint checks are used, has the LGA approved? (Obtain appropriate copies of Joint Check Approval-Form 2178).	<input type="checkbox"/>	<input type="checkbox"/>
Are joint Checks Signed by the DBE? (Obtain canceled check copies.)	<input type="checkbox"/>	<input type="checkbox"/>

SUPERVISING		
Is the DBE supervising its employees and their work?	<input type="checkbox"/>	<input type="checkbox"/>
Is the supervisor a full-time employee of the DBE?	<input type="checkbox"/>	<input type="checkbox"/>

CUF		
Does the DBE appear to be performing a Commercially Useful Function (CUF)? (If no, provide comments.) If DBE is not performing a CUF, contact the LGA Office.	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

CUF DETERMINANTS

PERFORMING

DBE must be responsible for performing its own work on the project
At least 30% of the work must be performed by the DBE with its own workforce
The DBE keeps a regular workforce and has its own employees
The DBE is utilizing its own equipment
Operation of the equipment must be subject to the full control of the DBE

RED FLAGS

A portion of the DBE's work being done by the Prime Contractor or jointly with another contractor
Employee working for both the Prime and the DBE
Equipment used by DBE belongs to the Prime Contractor or another contractor with no formal lease agreement
Equipment signs and markings cover another contractor's identity

RECORDS / DOCUMENTS

Subcontract Agreement or Purchase Order
Equipment ownership, rental, or lease documents
Certified payrolls

MATERIALS (For material credit)

DBE is responsible for the delivery of the materials
DBE is ordering the material and invoices indicate that DBE is the customer
Material invoices indicate that DBE owner or Superintendent is the contact person
AE has approved use of joint checks

RED FLAGS

- Materials for DBE credited work are delivered by the Prime Contractor
- Materials are ordered, billed to, and/or paid by the Prime Contractor
- Invoices do not indicate that DBE is the customer
- Prime's employee is listed as the contact person on invoices
- Materials come from Prime's stockpiles

RECORDS / DOCUMENTS

- Invoices
 - Haul tickets or Bills of Lading
 - Material on Hand documentation
 - Joint check agreement
 - Cancelled checks
-

SUPERVISING

- DBE supervisor is a full-time employee of the DBE
- Employees are being supervised by DBE supervisor
- DBE is scheduling work operations

RED FLAGS

- DBE's employees are being supervised by Prime Contractor or another contractor
- DBE provides little or no supervision of work
- DBE supervisor is not a full-time employee of the DBE

RECORDS / DOCUMENTS

- Certified Payrolls
- Document communication with DBE owner or Superintendent

**EXHIBIT SMS.4901-T
Local Government Agencies**

Disadvantaged Business Enterprise (DBE) Program Trucking Commitment Agreement Form

This commitment is subject to the award and receipt of a signed contract from the Local Government Agency for the subject project. DBE's must be certified at time of submittal.

Project #:		County:		Contract-CSJ:	
*All Trucking quantities and units of measure should match the bid tab item whenever possible. If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed.					
Bid Item	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
			\$		\$
Total Commitment Amount (including attachments): \$					

TO BE COMPLETED OR PROVIDED BY THE DBE TRUCKING FIRM

- Number of hours contracted or quantities to be hauled? _____
- Number of fully operational trucks to be used? _____ (Tractor/trailers): _____ (Dump trucks): _____
2a. Specify vehicle identification information on Page 2.
- Number of fully operational trucks owned by DBE? _____ (Dump trucks): _____ (Tractors/trailers): _____
- If Owner Operators or additional trucking companies are to be used, answer _____ the following, provide a copy of lease agreement(s) including specific information asked on Page 2.

Name of Trucking Company	Dollar Amount of Contract/Agreement	Number of Dump Trucks, Tractors/Trailers (specify)
The Contractor shall inform the LGA the dates when the subcontractor starts and completes all work under the subcontract.		
Estimated Beginning Date (Mo&Yr) /		Estimated Completion Date (Mo & Yr) /
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:		
DBE:		Name/Title (please print):
Vendor No.:		Signature:
Address:		
Phone: Fax:		
E-mail:		Date:
Subcontractor (if the DBE will be a second tier sub.:		Name/Title (please print):
Address:		Signature:
Phone: Fax:		
E-mail:		
		Date:

The Local Government Agency 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 Local Government Agency, using this basic format.

Exhibit 2395

MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BY TRAVIS COUNTY

This Memorandum of Understanding is by and between the **TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT")**, an agency of the State of Texas; and Travis County, a political subdivision of the State of Texas ("County").

Whereas, from time to time from the County receives federal funds from the Federal Highway Administration ("FHWA") through TxDOT to assist the County with the construction or design of projects partially or wholly funded through FHWA; and

Whereas, the County, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises ("DBEs"), as defined by 49 CFR 26 ("DBE Program"); and

Whereas, TxDOT has implemented a DBE Program that is approved by the Federal Highway Administration (FHWA) pursuant to 49 CFR part 26; and

Whereas, as a condition of receiving federal funds from FHWA through TxDOT, certain aspects of the County's procurement of construction and design services are subject to review and/or concurrence by TxDOT; and

Whereas, the County and TxDOT undertake substantially similar roadway construction projects and design projects and construct and design their respective projects using substantially the same pool of contractors; and

Whereas, the County desires to implement a federally compliant DBE Program by adopting the TxDOT approved program, as recommended by FHWA; and

Whereas, TxDOT and the County find it appropriate to enter into this Memorandum of Understanding to memorialize the obligations, expectations and rights each has as related to the County's adoption of the TxDOT DBE Program to meet the federal requirements;

Now, therefore, TxDOT and Travis County, in consideration of the mutual promises, covenants and conditions made herein, agree to and acknowledge the following:

(1) TxDOT has developed a DBE Program and annually establishes a DBE goal for Texas that is federally approved and compliant with 49 CFR 26 and other applicable laws and regulations.

(2) The County is a sub-recipient of federal assistance for construction projects and design projects ("Construction and Design Projects") and, in accordance with 49 CFR § 26.21, must implement a federally approved DBE Program. The County receives its federal assistance through TxDOT. As a sub-recipient, the County has the option of developing its own program or adopting and operating under TxDOT's federally approved DBE Program. The FHWA recommends that sub-recipients, such as the County, adopt the DBE program, administered through TxDOT, and Travis County hereby chooses to adopt the TxDOT DBE Program.

(3) This Memorandum of Understanding evidences FHWA's and TxDOT's consent to the adoption of the TxDOT DBE Program by the County to achieve its DBE participation in federally assisted Construction and Design Projects.

(4) The parties will work together in good faith to assure effective and efficient implementation of the DBE Program for the County and for TxDOT.

(5) The County and TxDOT have agreed upon the following delegation of responsibilities and obligations in the administration of the DBE Program adopted by Travis County:

(a) The County will be responsible for project monitoring and data reporting to TxDOT. The County will furnish to TxDOT any required DBE contractor compliance reports, documents or other information as may be required from time to time to comply with federal regulations. TxDOT will provide the necessary and appropriate reporting forms, if any, to the County.

(b) The County will recommend contract-specific DBE goals, if any, consistent with TxDOT's DBE guidelines and in consideration of the local market, project size, and nature of the good(s) or service(s) to be acquired. The County's recommendation may be that no DBE goals are set on any particular project or portion of a project or that proposed DBE goals be modified. The County and TxDOT will work together to achieve a mutually acceptable goal, however, TxDOT will retain final decision-making authority on those issues.

(c) TxDOT will cooperate with the County in an effort to meet the timing and other requirements of the County projects.

(d) The County will be solely responsible for the solicitation and structuring of bids and bid documents to procure goods and services for its Construction and Design Projects and will be responsible for all costs and expenses incurred in its procurements.

(e) The DBEs eligible to participate on TxDOT construction projects or design projects also will be eligible to participate on the County construction projects or design projects subject to the DBE Program, unless otherwise prohibited from bidding on a the County project under applicable law or a the County Procurement Policy. The DBEs will be listed on TxDOT's website under the Texas Unified Certification Program.

(f) The County will conduct investigations and provide reports with recommendations to TxDOT concerning any DBE Program compliance issues that may arise due to project specific requirements such as Good Faith Effort, Commercially Useful Function, etc. The County and TxDOT will work together to achieve a mutually acceptable goal, however, TxDOT will retain final decision-making authority on those issues.

(g) The County will designate a liaison officer to coordinate efforts with TxDOT's DBE Program administrators and to respond to questions from the public and private sector regarding the County's administration of the DBE Program through TxDOT.

(h) The County will be responsible for providing TxDOT with DBE project awards and DBE Commitments, monthly DBE reports, DBE Final Reports, DBE shortfall reports, and annual and updated goal analysis and reports.

(i) TxDOT will be responsible for maintaining a directory of firms eligible to participate in the DBE Program, and providing business development and outreach programs. the County and TxDOT will work cooperatively to provide supportive services and outreach to DBE firms in the Travis County area.

(j) The County will submit DBE semi-annual progress reports to TxDOT.

(k) The County will participate in TxDOT sponsored training classes to include topics on DBE Annual Goals, DBE Goal Setting for Construction Projects and Design Projects, DBE Contract Provisions, and DBE Contract Compliance, which may include issues such as DBE Commitments, DBE Substitution, and Final DBE Clearance.

TxDOT will include DBE contractors performing work on the County projects in the DBE Education and Outreach Programs.

(6) In the event there is a disagreement between TxDOT and the County about the implementation of the TxDOT DBE Program by the County, the parties agree to meet within ten (10) days of receiving a written request from the other party of a desire to meet to resolve any disagreement. The parties will make good faith efforts to resolve any disagreement as efficiently as is reasonably possible. If the parties are not able to resolve any material disagreement to the satisfaction of all parties, either party may terminate this Memorandum of Understanding by written notice to the other party and FHWA.

(7) This Memorandum of Understanding becomes effective upon execution by all parties and automatically renews each year unless a party notifies the other parties of its intent to terminate the agreement.

(8) If this Memorandum of Understanding is terminated for any reason, the County will be allowed reasonable time in which to seek approval for a DBE Program without being deemed non-compliant with 49 CFR Part 26 or with an approved DBE Program.

(9) This Memorandum of Understanding applies only to projects for which Travis County is a sub-recipient of federal funds through TxDOT. The County may also implement a Minority and Women-Owned Small Business Enterprise (M/W/SBE) policy and program that applies to projects for which it is not a sub-recipient of federal funds through TxDOT and which are not subject to the TxDOT DBE Program. The County may, at its option, use some aspects of the TxDOT DBE Program and other similar programs in implementing its other policies and programs.

(10) The following attachments to this Memorandum of Understanding ("MOU") are incorporated as if fully set out herein for all purposes: Attachment A - FHWA Memorandum HCR-1/HIF-1 (relating to access required by the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973); Attachment B - SPECIAL PROVISION 000-461; Attachment C - Comprehensive Development Agreement (CDA) DBE Provisions (with TxDOT's DBE Program attached) and Attachment D - 49 CFR §26.13 (contractual assurances). In the case of any conflict between the SPECIAL PROVISION and CDA DBE Provisions and TxDOT's DBE Program, the provisions of the first two documents shall prevail in regard to CDAs only.

(11)

(a) Any notice required or permitted to be given under this Memorandum of Understanding shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

COUNTY:

Cyd Grimes, C.P.M. (or successor)
Travis County Purchasing Agent

Hand Delivery:

314 W. 11th St., Ste. 400
Austin, Texas 78701

Registered or Certified Mail (Return receipt requested):

P. O. Box 1748
Austin, Texas 78767

TEXAS DEPARTMENT OF TRANSPORTATION

Michael W. Behrens, P.E.
Executive Director
Address: 125 E. 11th Street
Austin, Texas 78701

(b) Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Paragraph (a) hereof. Notice by registered or certified mail shall be deemed effective three (3) days after deposit in a U.S. mailbox or U.S. Post Office, provided notice is given as required by Paragraph (a) hereof.

(c) Either party hereto may change its address by giving notice as provided herein.

(12) This Memorandum of Understanding may be modified or amended only by written instrument, signed by both Travis County and the Texas Department of Transportation and dated subsequent to the date(s) of this MOU. Except as otherwise authorized by the Travis County Commissioners Court, no official, employee, agent, or representative of Travis County has any authority, either express or implied, to modify or amend this MOU.

(13) The provisions of this MOU are severable. If any clause, sentence, provision, paragraph, or article of this MOU, or the application of this MOU to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this MOU, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence, provision, paragraph, or article to other persons or circumstances shall not be affected; provided, however, the County and TxDOT may mutually agree to terminate this Memorandum of Understanding.

(14)

(a) Words of any gender in this MOU shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this MOU clearly requires otherwise.

(b) When any period of time is stated in this MOU, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or national holiday, these days shall be omitted from the computation. All hours stated in this MOU are stated in Central Standard Time or in Central Daylight Savings Time, as applicable.

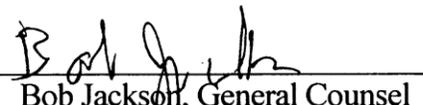
(15) This Memorandum of Understanding shall not be construed in any way as a waiver by Travis County of any immunities from suit or liability that the County may have by operation of law, and Travis County hereby retains all of its affirmative defenses.

EXECUTED by TxDOT and the County, acting through each duly authorized official and effective on the latest date signed.

APPROVED AS TO FORM:

By: 
Tamara Armstrong
Assistant County Attorney
Travis County

Date: 4/19/07

By: 
Bob Jackson, General Counsel
Texas Department of Transportation

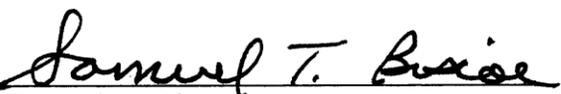
Date: 5/23/07

The signatories below confirm that they have the authority to execute this MOU and bind their principles.

TEXAS DEPARTMENT OF TRANSPORTATION

TRAVIS COUNTY

By: 
Michael W. Behrens, P.E.
Executive Director

By: 
Samuel T. Biscoe
Travis County Judge

Date: 5-24-07

Date: 5-8-07

RECEIVED
TRAVIS COUNTY
2007 MAY 10 AM 10:24
PURCHASING
OFFICE

EXHIBIT 2184
Local Government Agencies
Prime Contractor
DBE Good Faith Effort

Attach Additional Sheets, If Necessary

County: _____ CSJ #: _____

Company Name: _____

Company Contact: _____

Address: _____

Phone/Fax/E-mail: _____

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, however please check all that apply in this instance. Please provide documentation for ALL instances selected.

- Advertised subcontracting opportunities in appropriate media (**attach copy of ad**)
- Provided written notice to DBEs in sufficient time to allow the DBEs to respond (**attach copy of correspondence**)
- Followed up initial solicitation of interest by contacting DBEs to determine interest (**attach copy of telephone logs, letters, etc.**)
- Selected portions of the work to be performed by DBEs and where appropriate, broke down contracts into economically feasible units to facilitate DBE participation
- Provided interested DBEs with adequate information about plans, specifications, and requirements of the contract. (**attach copy of correspondence**)
- Negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities
- Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by LGA or Contractor
- Made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services
- Used the services of available minority community organizations; minority contractors' groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in identifying and subcontracting.

Describe any other efforts not covered above that may indicate affirmative action to obtain DBE participation in this project.

If the dollar value of the goal for DBE participation in this project have not been met, the Contractor is required to complete the following questions to describe efforts to obtain DBE participation. Copies of correspondence return receipts, telephone logs, or other documentation will be required to support good faith efforts.

County: _____ CSJ #: _____

Company Name: _____

Indicate Specific Work or Materials (by pay item): _____

Date contacted: _____

Fax: _____

Contact Method (check all that apply): Phone Fax Mail E-mail

DBE Response

No response

Submitted an acceptable sub-bid

Not interested: Indicate Reason(s) _____

Needs more information: Date Prime provided requested information _____

Will provide quote by: Date _____

Received unacceptable sub-bid Bid Amount\$ _____ Type of Work _____

Date: _____ Method: Phone Fax Mail E-mail

Please attach bid solicitations and all bid responses

FORM SMS.4901
Local Government Agencies
Disadvantaged Business Enterprise (DBE) Program
NTC Commitment Agreement Form (Professional Services Projects)

Project #:		County:		Contract-CSJ:	
Items of work to be performed* (attach a list of work items if more room is required):					
Estimated Work Start Date MM/YYYY	Item Description (if known)	Unit of Measure (if known)	Unit Price (if known)	Quantity (if known)	Total Per Item
			\$		\$0.00
			\$		\$0.00
			\$		\$0.00
			\$		\$0.00
			\$		\$0.00
TOTAL					\$0.00

The above commitment is an estimate of the type of work and dollar amount of work to be performed by the listed DBE subcontractor. LGA acknowledges that this commitment may change with changes in the NTC scope of work. The contractor certified by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the final estimated commitment. If 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, DBE and the total estimate/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:	Name/Title (please print):
Subcontractor, if the DBE will be a second tier sub. Subcontractor:	Signature:
Address:	
Phone: Fax:	Date:
E-mail:	

The Local Government Agency 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. To ensure prompt and efficient handling of your project file we are requesting that all commitments be presented to the Local Government Agency, using this basic format.

FORM 2182

LOCAL GOVERNMENT AGENCIES COMMERCIALLY USEFUL FUNCTION (CUF) REVIEW (NTC PROJECTS)(Professional Services Projects)

Per 49 CFR 26.55, "A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved... A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation..." This form is for the purposes of reviewing DBEs for compliance with the CUF requirements for credit.

Local Government Agency personnel will perform CUF reviews on subcontractors a minimum of one review for each DBE for each project with DBE goal. The review should be conducted when the DBE first begins work. Monitor compliance through the course of the project.

The prime contractor/consultant is ultimately responsible for ensuring that a DBE performs a CUF.

Project ID/CSJ: County: Travis Prime Consultant:	LGA Reviewer: Reviewer's Title: Review Date:	
DBE Name:		
DBE is performing as: the Prime Contractor <input type="checkbox"/> a Subcontractor <input type="checkbox"/> an other Tier Subcontractor <input type="checkbox"/> or Material Supplier: Manufacturer <input type="checkbox"/> Regular Dealer <input type="checkbox"/> Broker <input type="checkbox"/> the Prime Consultant <input type="checkbox"/> a Subconsultant <input type="checkbox"/>		
Provide a brief description of the DBE'S scope of work. (Obtain copy of Subcontract Agreement and/or Purchase Order if needed.)		
COMMENSURATE	YES	NO
Is Payment received by the DBE commensurate with the work being performed?	<input type="checkbox"/>	<input type="checkbox"/>
PERFORMING		
Is there a legal contract executed by the DBE to perform a distinct element of work?	<input type="checkbox"/>	<input type="checkbox"/>
Is the DBE performing <i>at least</i> 30% of their work?	<input type="checkbox"/>	<input type="checkbox"/>
Did the DBE sublet any items or portions of the work to any other firm?	<input type="checkbox"/>	<input type="checkbox"/>
What % Name of the firm: _____		
Does the DBE appear to have control over methods of work on its contract items?	<input type="checkbox"/>	<input type="checkbox"/>
SUPERVISING		
Is the DBE supervising its employees and their work?	<input type="checkbox"/>	<input type="checkbox"/>
Is the supervisor a full-time employee of the DBE?	<input type="checkbox"/>	<input type="checkbox"/>
CUF		
Does the DBE appear to be performing a Commercially Useful Function (CUF)? (If no, provide comments.) If DBE is not performing a CUF, contact the LGA Office.	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS		