**MASTER AGREEMENT BETWEEN ALLIANCE AND SUB-CONSULTANT**

THIS AGREEMENT is entered into between Alliance-Texas Engineering Company, DBA Alliance Transportation Group, Inc. (ALLIANCE) and **INSERT** (Sub-consultant), for the following reasons:

1. ALLIANCE has entered into an agreement dated **UPDATE** (Prime Agreement), with the State of Texas acting by and through the **INSERT NAME** (Owner), to perform or provide **INSERT GENERAL SCOPE OF SERVICES**

2. ALLIANCE requires certain services in connection with the Project (the Services); and

3. Sub-consultant is prepared to provide the Services.

In consideration of the promises contained in this Agreement, ALLIANCE and Sub-consultant agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be **INSERT**.

ARTICLE 2 – GOVERNING LAW

This Agreement shall be governed by the laws of the State set forth in the Prime Agreement.

ARTICLE 3 – WORK AUTHORIZATIONS

Work Authorizations shall be used to describe the parties' mutual agreement on the scope of the Services, schedule, compensation and other particulars as stated therein. Work Authorizations shall be in the general form shown in attached Exhibit "A". Work Authorizations are binding only after acceptance and execution by duly authorized representatives of both parties. Each Work Authorization shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. In the event of any conflicting terms and conditions between the Work Authorization and the Agreement, the terms and conditions of the Agreement shall prevail and govern the work and costs incurred.

ARTICLE 4 – SCOPE OF SERVICES

Sub-consultant shall provide the Services described in Section A (Scope of Services) of each Work Authorization. ALLIANCE shall be the general administrator and coordinator of Sub-consultant's Services and shall facilitate the exchange of information among the other independent Sub-consultants (if any) engaged by ALLIANCE as necessary for the coordination of their services. All Project communications shall be made through or with the prior written approval of ALLIANCE. Owner and ALLIANCE shall have the right to observe performance of the Services and to review Sub-consultant's files and records relating to the Project.

ARTICLE 5 – SCHEDULE

Sub-consultant shall perform the Services pursuant to the time frame set forth in Section B (Schedule) of each Work Authorization. Sub-consultant recognizes that the services of ALLIANCE and others involved in the Project are dependent upon the complete, accurate and timely performance of Sub-consultant's Services. Unless otherwise provided in this Agreement, Sub-consultant shall perform such Services in the same character, timing, and sequence as ALLIANCE is required to perform the services under the Prime Agreement. Sub-consultant's failure to so perform shall be considered a material breach of this Agreement.

ARTICLE 6 – COMPENSATION

A. ALLIANCE shall pay Sub-consultant in accordance with Section C (Compensation) of each Work Authorization and in accordance with Attachment E of the Prime Agreement included as Exhibit B to this Agreement.

B. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement through Work Authorizations.

C. Unless otherwise specified in a Work Authorization, the frequency of invoicing shall be monthly. All invoices shall reference this Subcontract and the applicable Work Authorization. All invoices shall be submitted to ALLIANCE by the eighth (8th) day of the month after completion of the portion of the Services performed during the prior month. ALLIANCE shall have no obligation to pay for Services invoiced later than 90 days (or sooner as reasonably necessary to comply with Prime Contract requirements) after the date of completion of the Services or any portion thereof. ALLIANCE shall pay each invoice properly submitted by and due Sub-consultant within thirty (30) days of the date of payment by Owner to ALLIANCE for Services covered by Sub-consultant's invoice or as required by law. ALLIANCE may withhold or set off any amounts to protect ALLIANCE and Owner from damage, loss, or expense caused by Sub-consultant, including, without limitation, correction of defective Services, Sub-consultant's default, claims arising out of Sub-consultant’s services, or liens filed by Sub-consultant of any lower-tier Subcontractor. ALLIANCE's receipt of payment from Owner for the Services is a condition precedent to ALLIANCE's obligation to pay Sub-consultant. Before submitting its first invoice, Sub-consultant shall submit documentation (W-9, W-8, or other form as applicable) enabling ALLIANCE to determine appropriate tax withholding as required by law. If Sub-consultant does not provide the appropriate forms, payment to Sub-consultant may be withheld or delayed.

For each Work Authorization, invoices shall include the "Amount Previously Billed," the "Amount of this Invoice," and the "Amount Billed to Date." Sub-consultant agrees to provide such supporting documentation for each invoice as ALLIANCE may reasonably require. All invoices shall include (1) the ALLIANCE Project number, (2) a unique invoice number, and (3) an itemized statement of the Services performed for the invoiced period. Sub-consultant is advised that additional documentation may be necessary if required by Owner or ALLIANCE in order to validate invoiced amounts. If ALLIANCE objects to any Invoice submitted by Sub-consultant, ALLIANCE shall so advise Sub-consultant in writing giving reasons therefore. Payment of any invoice by ALLIANCE shall not imply inspection, approval, or acceptance of the Services by ALLIANCE or Owner. Final payment shall be made upon completion and acceptance of the Services by ALLIANCE and Owner. The acceptance by Subcontractor of the final payment under this Subcontract shall operate as a release to Owner and ALLIANCE for all claims and liability to Subcontractor, its representatives, lower-tier subcontractors, suppliers, and assigns for any additional compensation or payment relating to any and all things done or furnished relating to the services rendered by Subcontractor in performance of the Services. Final payment shall in no way relieve the Subcontractor of liability for its obligations or for faulty or defective Services discovered after final payment.

D. Invoices must be received prior to ALLIANCE's monthly closing date to be considered with the current month's invoice to the Owner. It is a condition precedent to ALLIANCE's payment to Sub-consultant that ALLIANCE have received corresponding payment from Owner. Payments to Sub-consultant will be reduced by any amounts withheld by Owner. Notwithstanding anything to the contrary contained herein, it is understood and agreed that the Consultant shall have no obligation to pay the Associate Consultant the fee set forth in this Agreement, or any other additional charges or claims, or any installment thereof, unless and until, as a condition precedent, the Consultant has received from the Client its fee covering the Services performed by the Associate Consultant.

ARTICLE 7 – PRIME AGREEMENT

A copy of the Prime Agreement is attached as Exhibit "B". All portions thereof pertinent to Sub-consultant's responsibilities, compensation, and timing of Services and not in conflict with any provision of this Agreement are incorporated herein and made binding on Sub-consultant. In the event of a conflict between the terms and conditions of this Agreement and those of the Prime Agreement, the more stringent terms and conditions shall prevail.

ARTICLE 8 – QUALITY MANAGEMENT

A. Within 30 calendar days of execution of this Agreement, Sub-consultant shall develop and submit to ALLIANCE a draft Quality Assurance/Quality Control (QA/QC) Plan specifically for this Project. Sub-consultant and ALLIANCE shall collaborate to develop a final Sub-consultant QA/QC Plan which, upon acceptance by both parties, shall become part of this Agreement.

B. The Sub-consultant shall execute the QA/QC Plan throughout the course of the Services and provide to ALLIANCE periodic documentation, or other mutually acceptable records, demonstrating Sub-consultant's compliance with the Plan. In addition, Sub-consultant agrees to allow ALLIANCE to conduct a "Quality Management Audit" on Sub-consultant's premises, or other mutually acceptable location, on a periodic basis as may be necessary to ascertain Sub-consultant's compliance with the QA/QC plan. Any non-compliance shall be addressed to ALLIANCE's reasonable satisfaction by the Sub-consultant within a mutually agreed upon time period. Consistent non-compliance or any failure to correct non-compliance to ALLIANCE's reasonable satisfaction shall be considered a material breach of this Agreement.

C. Neither ALLIANCE's acceptance of the Sub-consultant's QA/QC Plan nor any "Quality Management Audit" shall relieve the Sub-consultant of sole responsibility for the professional quality and technical accuracy of all Services under this Agreement.

ARTICLE 9 – INDEMNIFICATION

A. Sub-consultant shall indemnify and hold harmless ALLIANCE and its officers and employees and Owner and its officers and employees from and against all claims, liabilities, losses, damages, and expenses (including attorney fees and defense costs) due to activities of itself, Its agents, or employees performed under this Agreement which are caused by or result from error, omission, or any negligent act, of Sub-consultant or any person or organization for whom Sub-consultant is legally liable.

B. To the fullest extent permitted by law, and without limiting the generality of the foregoing, this indemnification obligation shall extend to and include any actions brought by, or in the name of, any employee of Sub-consultant or others for whom the Sub-consultant is legally liable.

C. The terms and conditions of this Article shall survive completion of all Services, obligations, and duties provided for in this Agreement, or the termination of this Agreement for any reason.

ARTICLE 10 – INSURANCE (updated per master contract)

A. Subcontractor agrees that it now carries, and will continue to carry during the performance of this Subcontract, at its own expense, the applicable insurance policies indicated below, including any coverage required by law, with limits not less than those specified. Any insurance on a "claims made" basis shall be maintained for at least 3 years after completion of the Services or any time period required by the Prime Contract, whichever is longer. Subcontractor shall include these minimum insurance requirements in its lower-tier subcontracts unless ALLIANCE consents in writing to a deviation.

During the performance of the Services under this Agreement, Sub-consultant shall maintain the following insurance with carriers having a Best's rating of at least B+ and authorized to do business in the state in which the Services are being performed:

|  |  |
| --- | --- |
| **Required Insurance Coverage and Limits** | |
| (1) | **Workers' Compensation Statutory**  Workers' Compensation Insurance, in accordance with the laws of the state in which the Services are being performed, and Employers' Liability Insurance with limits according to such statutory requirements, or $500,000 for each accident, whichever is greater. Where Services fall within the authority of the United States Longshoreman's and Harbor Workers Compensation Act, or the Jones Act, Sub-consultant's insurance shall include such Acts. A waiver of subrogation in favor of ALLIANCE and Owner is required. |
| (2) | **Employer's Liability $1,000,000 per occurrence** |
| (3) | **Commercial General and Contractual Liability $1,000,000 per occurrence**  General Liability Insurance on a coverage form equal to ISO CG 00 01, on an occurrence basis, with a limit of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, including a per-project endorsement. ALLIANCE and Owner must be named as additional insured, which coverage shall be primary and non-contributing. |
| (4) | **Automobile Liability $1,000,000 per occurrence**  Must include owned, non-owned, and hired vehicles. If any hazardous substances are transported must include a MCS-90 endorsement and Motor Carriers Act of 1980 coverage applicable in the jurisdiction where the operations of the insured are performed. ALLIANCE and Owner must be named as additional insured, which coverage shall be primary and non-contributing. |
| (5) | **Umbrella Liability $2,000,000 aggregate**  In excess of (2), (3), and (4) above. |
| (6) | **Professional Liability $1,000,000 per claim / aggregate**  Required if performing professional services. |

B. The policies shall provide, or be endorsed to provide, that: (a) at least thirty (30) days' advance written notice shall be given to ALLIANCE prior to cancellation or non-renewal, (b) ALLIANCE, its parent company, affiliated and subsidiary entities, directors, officers and employees, and the Owner shall be added as additional insureds under policies listed under (2), (3), (4) and (5) above, (c) on those policies where ALLIANCE and the Owner are additional insureds, such insurance shall be primary and any insurance maintained by ALLIANCE or the Owner shall be excess and not contribute with it, and (d) Sub-consultant and its insurer(s) waive their rights of subrogation against ALLIANCE and Owner.

C. Sub-consultant shall furnish ALLIANCE certificates of insurance which evidence the requirements of this Article prior to performing any Services under this Agreement. Sub-consultant further agrees to file new certificates showing renewal of coverage and limits at least thirty (30) days prior to the expiration of the current policies. Certificates shall include reference to ALLIANCE's Project Number as first stated above.

ARTICLE 11 – INDEPENDENT CONTRACTOR

Sub-consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. Sub-consultant has complete and sole responsibility for its employees, agents, Sub-consultants or any other persons or entity that Sub-consultant hires to perform or assist in performing the Services hereunder. Sub-consultant is solely responsible for (a) payment of wages, benefits, and other compensation to or for its employees, (b) payment of applicable payroll, unemployment, and other taxes and withholding of applicable social security (FICA) and income taxes with respect to its employees, and (c) compliance with applicable Workers' Compensation laws with respect to maintenance of worker's compensation and employer's liability insurance coverages.

ARTICLE 12 – COMPLIANCE WITH LAWS

A. In performance of the Services, Sub-consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. When required, Sub-consultant shall furnish ALLIANCE and Owner with satisfactory proof of its compliance with the requirements of this Article.

B. When applicable to this Agreement as determined by federal or state laws, or if required by the Prime Agreement, Sub-consultant shall comply with Executive Order 12989 requiring the use of the federal "E-Verify'' system to verify its employees' eligibility to work in the United States.

C. Sub-consultant shall procure the permits, certificates, and licenses necessary to allow Sub-consultant to perform the Services. Sub-consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Sub-consultant in a Work Authorization.

ARTICLE 13 – ALLIANCE'S RESPONSIBILITIES

A. ALLIANCE shall be responsible for all matters described in Section D (ALLIANCE's Responsibilities), of each Work Authorization. In addition, ALLIANCE shall perform and provide the following in a timely manner so as not to delay the Services of Sub-consultant:

1. Provide criteria and information pertinent to Sub-consultant's Services as to Owner's and ALLIANCE's requirements for the Project, including design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner and ALLIANCE will require to be included in the drawings and specifications to be furnished by Sub-consultant under this Agreement, if any.

2. Make available to Sub-consultant drawings, specifications, schedules, and other information, interpretations, and data which are prepared by ALLIANCE, or by others, which ALLIANCE knows are reasonably available to ALLIANCE, and which ALLIANCE and Sub-consultant consider pertinent to Sub-consultant's responsibilities hereunder.

3. Request Owner to arrange for access to and to make provisions for Sub-consultant to enter upon public and private property as required for Sub-consultant to perform the Services.

4. Give prompt notice to Sub-consultant whenever ALLIANCE observes or otherwise becomes aware of any development that affects the scope or timing of Sub-consultant's Services.

B. Unless otherwise provided in the Agreement, the information and services to be provided by ALLIANCE under this Article will be without cost to Sub-consultant.

ARTICLE 14 – OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, data, basic sketches, charts, calculations, plans, drawings, specifications, computer software and other such instruments of service prepared by Sub-consultant pursuant to this Agreement, whether completed or in progress, are the property of ALLIANCE. Ownership shall transfer to Owner as required by the Prime Agreement. Intellectual property rights shall assign and transfer to Owner if or as required by the Prime Agreement. Any use except for the specific purpose intended by this Agreement is prohibited by the Owner. Sub-consultant acknowledges that it is responsible for any improper use of the data, sketches, charts, calculations, plans, specifications and other documents created or collected under this Agreement by its employees, officers, or subproviders, including costs, damages or other liability resulting from improper use.

ARTICLE 15 – TERMINATION AND SUSPENSION

A. This Agreement will terminate automatically upon termination of the Prime Agreement. ALLIANCE will promptly notify Sub-consultant of such termination.

B. ALLIANCE may terminate or suspend performance of all or any part of this Agreement for ALLIANCE's convenience upon written notice to Sub-consultant. Upon receipt of notice, Sub-consultant shall terminate or suspend performance of the Services on a schedule acceptable to ALLIANCE. Sub-consultant's sole remedy shall be payment for Services performed in accordance with this Agreement up to the effective date of termination or suspension. Nothing in this Article shall prohibit or limit ALLIANCE from recovering its costs, losses and damages (direct, indirect, and consequential) arising out of or resulting from Services provided by Sub-consultant prior to ALLIANCE's termination or suspension for convenience.

C. ALLIANCE may terminate this Agreement upon written notice in the event of substantial failure by Sub-consultant to perform in accordance with this Agreement; provided, however, the Sub-consultant shall have 14 calendar days from receipt of the termination notice to cure or to submit a plan for cure reasonably acceptable to ALLIANCE. In the event of such termination, ALLIANCE may complete the Services as ALLIANCE deems appropriate, withholding any further payment to Sub-consultant until the Services have been completed. If the unpaid balance of Sub-consultant's compensation earned to the date of termination exceeds all costs, losses, and damages (direct, indirect, and consequential) sustained by ALLIANCE arising out of or resulting from Sub-consultant's termination and ALLIANCE completion of the Services, such excess will be paid to Sub-consultant. If such costs, losses, and damages exceed such unpaid balance, Sub-consultant shall pay the difference to ALLIANCE.

D. Sub-consultant may terminate this Agreement upon written notice in the event of substantial failure by ALLIANCE to perform in accordance with this Agreement; provided, however, ALLIANCE shall have

fourteen (14) calendar days from receipt of the termination notice to cure or to submit a plan for cure reasonably acceptable to Sub-consultant. In the event of termination, ALLIANCE will pay Sub-consultant for Services performed in accordance with this Agreement to the date of termination.

E. Throughout the term of this Agreement, Sub-consultant shall maintain, in legible and organized form, all information, work papers, and design calculations relating to the Services. Upon termination of this Agreement for any reason, Sub-consultant will promptly provide same to ALLIANCE, along with all documents or other instruments of service, whether completed or in progress, that have been prepared or furnished by Sub-consultant in the performance of the Services hereunder, and will reasonably cooperate with ALLIANCE and/or any replacement Sub-consultant to facilitate transfer of Sub-consultant's responsibilities.

F. The provisions of this Article shall also apply to each individual Work Authorization, separate and apart from any other Work Authorizations, and without terminating or otherwise affecting this Agreement as a whole.

ARTICLE 16 – PROPRIETARY INFORMATION

A. Sub-consultant shall treat as proprietary all information provided by ALLIANCE and Owner and all drawings, reports, studies, design calculations, specifications, and other documents or information, in any form or media, resulting from the Sub-consultant's performance of the Services. Sub-consultant shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of ALLIANCE.

B. The preceding restriction shall not apply to information which is in the public domain, was previously known to Sub-consultant, was acquired by Sub-consultant from others who have no confidential relationship to ALLIANCE with respect to same, or which, through no fault of Sub-consultant, comes into the public domain. Sub-consultant shall not be restricted from releasing information, including proprietary information, in response to a subpoena, court order, or other legal process. Sub-consultant shall not be required to resist such legal process, but shall promptly notify ALLIANCE in writing of the demand for information before Sub-consultant responds to such demand. ALLIANCE may, at its sole discretion, seek to quash such demand.

ARTICLE 17 – NOTICES

A. Any notices required by this Agreement shall be made in writing to the address specified below:

ALLIANCE: Alliance Transportation Group, Inc.

Attn: J. Michael Heath, PE

11500 Metric Blvd, Bldg. M-1, Ste. 150

Austin, TX 78758

Sub-consultant: **INSERT**

**Attn: SUB CONTACT NAME**

**ADDRESS 1**

**ADDRESS 2**

B. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ALLIANCE and Sub-consultant.

ARTICLE 18 – DELAY IN PERFORMANCE

A. Neither ALLIANCE nor Sub-consultant shall be considered in default of this Agreement or any Work Authorization for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either ALLIANCE or Sub-consultant under this Agreement.

B. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party, describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 19 – DISPUTES

A. In the event of a dispute between ALLIANCE and Sub-consultant arising out of or related to this Agreement or any Work Authorization, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation or as required by the terms of the Prime Agreement.

B. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

C. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 20 – RECORDS

Sub-consultant's records pertaining to all books, documents, papers, accounting records compensation and payments and other evidence pertaining to costs incurred and services provided under this Agreement (the "Records") shall be kept in accordance with generally accepted accounting principles. Such Records shall be subject to audit by ALLIANCE, Owner and/or Owner's authorized agents, during normal business hours at Sub-consultant's place of business, or Sub-consultant shall provide a copy of same to ALLIANCE at ALLIANCE's expense. Sub-consultant shall make the Records available at Its office during the contract period and for seven (7) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last (hereinafter "the Retention Period”). Sub-consultant shall not dispose of the originals of such Records until after sixty (60) days prior written notice to ALLIANCE following the Retention Period.

ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY

A. The Sub-consultant hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 as amended by Executive Order 11375 and other applicable regulations.

B. Sub-consultant affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is Sub-consultant's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

C. Sub-consultant further affirms completion of applicable governmental employer information reports including the EE0-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan if required by Federal regulations.

D. Compliance with Regulations: The Sub-consultant shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 25, 27 and 28 as they relate to nondiscrimination.

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

F. Information and Reports: The Sub-consultant shall provide all information and reports required by the Regulations or directives Issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Texas Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Sub-consultant is in the exclusive possession of another who falls or refuses to furnish this information, the Sub-consultant shall so certify to the Texas Department of Transportation or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the Information.

G. Sanctions for Noncompliance: In the event of the Sub-consultant's noncompliance with the nondiscrimination provisions of this contract, the Texas Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Sub-consultant under the contract under the Sub-consultant complies; and/or

2. Cancellation, termination, or suspension of the contract, in whole or in part.

ARTICLE 22·– WAIVER

A waiver by either ALLIANCE or Sub-consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 23 – SEVERABILITY

The invalidity, Illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. ALLIANCE and Sub-consultant further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 24 – INTEGRATION

This Agreement, including Exhibits "A" and "B", subsequently issued Work Authorizations (and their respective attachments, if any), and the Sub-consultant's QA/QC Plan, all incorporated by this reference, represents the entire and integrated agreement between ALLIANCE and Sub-consultant. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by both ALLIANCE and Sub-consultant.

ARTICLE 25 – SUBCONTRACTING

Sub-consultant shall not engage independent Sub-consultants, associates, or Sub-consultants to assist in the performance of Sub-consultant's Services without the prior written consent of ALLIANCE.

ARTICLE 26 – SUCCESSORS AND ASSIGNS

ALLIANCE and Sub-consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives, and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party, in respect to all provisions of this Agreement.

ARTICLE 27 – ASSIGNMENTS

The rights and interests under this Agreement cannot be assigned without the written consent of the other party. Unless otherwise specifically stated in any such consent, the Assignor will not be released from any responsibility under this Agreement.

ARTICLE 28 – THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of, and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner, ALLIANCE, and Sub-consultant.

ARTICLE 29 – DRILLING/BORING/ENVIRONMENTAL COMPLIANCE

Sub-consultant will be responsible for securing required permits and notification of local authorities as needed. The "Call Before You Dig" notification should be made by Sub-consultant's office and municipal or private utility owners may need to be notified separately. Sub-consultant shall fill all holes caused by his operations and shall take every precaution against injuring paving, utilities, or private or public property, and shall promptly repair, at its own expense, any damage to such paving, utilities, or property caused by its operations. This shall also include sodding of any areas where the grass is damaged. Upon completion of the Sub-consultant's operations at each site, it shall remove its equipment and shall clear the area of all debris and restore it to the condition existing before the start of its operations, including path of travel to and from site.

IN WITNESS WHEREOF, ALLIANCE and Sub-consultant have executed this Agreement. The individuals signing this Agreement represent and warrant that they have the power and authority to enter into this Agreement and bind the parties for whom they sign.

Alliance Transportation Group, Inc. **INSERT**

(ALLIANCE) (Sub-consultant)

|  |  |  |  |
| --- | --- | --- | --- |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |

**Exhibit “A” – Sample Work Authorization**

Work Authorization Number

This Work Authorization is made as of this       day of      , 20     ,under the terms and conditions established In the MASTER AGREEMENT BETWEEN ALLIANCE AND SUB-CONSULTANT, dated       (the Agreement), between Alliance-Texas Engineering Co., dba Alliance Transportation Group, Inc. (ALLIANCE) and Pape-Dawson Consulting Engineers, Inc. (Sub-consultant). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

[Insert a brief description of the Project elements to which the Work Authorization applies]

Section A: Scope of Services

1. Sub-consultant shall perform the following Services:

2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by ALLIANCE:

3. In conjunction with the performance of the foregoing Services, Sub-consultant shall provide the following submittals/deliverables (Documents) to ALLIANCE:

Section B: Schedule

Sub-consultant shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C: Compensation

1. In return for the performance of the foregoing obligations, ALLIANCE shall pay to Sub-consultant the amount of $     , payable according to the following terms:

2. Compensation for Additional Services (if any) shall be paid by ALLIANCE to Sub-consultant according to the following terms:

Section D: ALLIANCE's Responsibilities

ALLIANCE shall perform and/or provide the following in a timely manner. Unless otherwise provided in this Work Authorization, ALLIANCE shall bear all costs incident to compliance with the following:

Section E: Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Alliance Transportation Group, Inc. INSERT.

(ALLIANCE) (Sub-consultant)

|  |  |  |  |
| --- | --- | --- | --- |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |

**Exhibit “B” – Prime Agreement**

**Rates and Direct Expenses**