

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AUSTIN, TEXAS**CONTRACT MODIFICATION**

1. CONTRACT NO: 200096, Child Care & Learning Center	2. CONTRACT MODIFICATION NO: 10	3. EFFECTIVE DATE OF C.M. March 01, 2024	4. CONTRACTOR NAME: Bright Horizons Family Solutions
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5. AGREEMENT TO MODIFY CONTRACT:

The parties hereto agree to modify the Contract identified in Block 1, above, as described in Block 10, below, pursuant to the terms and conditions of the Contract. Except as modified herein, all other provisions of the Contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

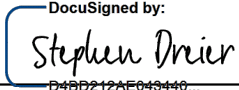
6. AMOUNT OF THIS CONTRACT MODIFICATION:	+\$ 102,181.04	INCREASE
PRIOR TOTAL PRICE:	\$7,504,781.24	
NOT-TO-EXCEED TOTAL PRICE:	\$7,606,962.28	

7. TERM OR PERIOD OF PERFORMANCE:	ONE (1) MONTH
PRIOR:	September 01, 2023 through February 29, 2024
NEW:	March 01, 2024 through March 31, 2024

8. CONTRACTOR'S EXECUTION:

Name & Title: Stephen Dreier
(Print or type)

Executive Vice President

Signature: 
D4BD212AE043440...

Date Executed: February 29, 2024

9. CONTRACTING OFFICER'S EXECUTION:

Name & Title: Muhammad Abdullah, Chief Contracting Officer
(Print or type)

BH Legal: Approved by Pelagia Ivanova

E-SIGNED by Muhammad Abdullah
on 2024-02-29 16:30:03 GMT

Date Executed: February 29, 2024

10. DESCRIPTION OF CONTRACT MODIFICATION:

- This contract modification is in accordance with Exhibit E—Revised-4, Contractual Terms and Conditions, Section 14, Changes.
- In accordance with Exhibit E—Revised-4, Section 14, the period of performance under the contract is hereby extended by one (1) month from March 01, 2024 to March 31, 2024. The Monthly Fee of [REDACTED] will remain unchanged as a result of this one (1) month extension to the period of performance.
- Refer to Exhibit F, Scope of Services, which is hereby replaced in its entirety with **Exhibit F—Revised-1, Scope of Services**, attached hereto and made a part hereof for all pertinent purposes. Section 7, Services Provided, is revised to specify the reports required to accompany the invoice.
- The total Not-to-Exceed amount of the contract is hereby increased by [REDACTED].

For and in consideration of the amount stated above, which is the final contract modification amount agreed to by both parties, the receipt of and sufficiency of which is hereby acknowledged and confessed. The contractor has released, acquitted, and forever discharged and by the presents does for itself, its successors and assigns release, acquit and forever discharge Capital Metropolitan Transportation Authority (Capital Metro) from and against any claims, debts, demands, or cause of action which the contractor has or may have had a result of furnishing labor, supplies, or materials for the change orders stated above.

[END OF MODIFICATION 10]

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EXHIBIT F—REVISED-1**SCOPE OF SERVICES****RFP # 301132****CHILD CARE AND LEARNING CENTER OPERATIONS MANAGEMENT****1. BACKGROUND**

Capital Metropolitan Transportation Authority ("Capital Metro" or the "Authority") opened a Child Care Center ("Center") for its employees July 2006 located at 624 N. Pleasant Valley Drive in Austin, Texas. Capital Metro shall own the child care facility and shall take financial responsibility for maintaining the facility as well as ongoing facility-related expenses. The facility complies with all applicable building codes, zoning and other land use rules, regulations and ordinances, and Capital Metro will be responsible for ensuring that the facility remains in compliance with all such rules, regulations and ordinances throughout the term of the Contract. The Contractor shall provide services related to the successful continuation of operations of the Center.

2. GENERAL SCOPE

(a) Capital Metro has built and owns a Child Care Center located at 624 N. Pleasant Valley Road, Austin, Texas. The Center encompasses approximately 6,200 square feet of space and serves approximately 65 (sixty five) full-time equivalent ("FTE") children.

(b) Priority for enrollment of children for the Center thereafter shall be as follows:

1. First, Children of Authority or service provider contractor employees with specific agreement with the Authority ("Service Contractor").
2. Second, Grandchildren of Authority employees.
3. Third, Nieces and nephews of Authority employees.
4. Fourth, Grandchildren of Service Contractor employees.
5. Fifth, Nieces and nephews of Service Contractor.
6. Sixth, other priorities agreed to by Contractor and the Authority; and
7. Seventh, Children from the community.
8. If grandchildren of Authority or Service Contractor employees are enrolled, the parents or legal guardians of these children must complete the enrollment agreement and other applicable forms and the parents or legal guardians must be the primary source

for communication about the children.

~~(c) The Contractor shall be responsible for all ongoing operations of the child care operation. Operating expenses and annual Management Fee shall be offset by revenue generated by the child care facility. Capital Metro shall review the elements of the operating income statement annually. Also, Capital Metro shall monitor the financial status of the Center through monthly financial reports. The Contractor shall be held accountable for operating within the pre-approved budget.~~

(d) Capital Metro shall assign a primary program Authority contact with whom the Center Director may communicate regularly. The Center Director shall also coordinate with the Authority's designated contacts for Security, Facilities and Janitorial services.

(e) A Parent Advisory Board appointed by the Authority shall review policies and provide input regarding the Center's operation, management, and curriculum. Capital Metro shall review and provide input regarding all parent policies and the parent handbook, as well as the Center's curriculum prior to implementation and shall review it annually at a minimum.

3. PROGRAM OVERVIEW AND OBJECTIVES

(a) The child care Center for infants, toddlers, and preschoolers shall offer essential services for working parents. The Center must seek strong working partnerships with parents and offer a warm, loving, safe and secure environment for children. The Center must provide stimulating, developmentally appropriate and happy learning experiences that contribute to the unique development of each child. The curriculum may be enhanced by expanded opportunities such as field trips, and may include additional activities such as creative movement, music, and computers, which may be at an additional cost to parents.

(b) Children in child care Centers benefit from programs that offer socioeconomic mix of children and staff. The Center should celebrate cultural differences and build children's pride in their families and cultural heritage. The Center should integrate children with special needs in its program.

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(c) Parents should be welcome observers and contributors to this program including having the option to lunch with children, if desired. The Center should have clear provisions for effective parent/staff communication. The Center should view itself as supporting parents' lives, rather than limiting efforts to parents' involvement in the Center. The Center should also make use of other resources in the community, such as schools, social service organizations, and community health agencies. The Contractor must schedule as least quarterly meetings for parents to review curriculum, policy and procedures and to ask questions. The Center Director must attend the scheduled meetings.

(d) Capital Metro has a deep commitment to creating a high quality child care Center. Capital Metro has chosen to use the National Association Accreditation Commission Accreditation (NAC) as its major indicator of quality. The Center shall maintain NAC accreditation during the period of the contract. Contractor shall operate in accordance with all local, state and federal licensing standards and regulations.

(e) The Center shall provide age appropriate development curriculum to include activities to promote gross motor, fine motor, cognitive, language and social development skills and shall encourage the development of self-esteem and respect for others.

(f) The Center shall provide a comfortable place for breastfeeding and shall coordinate feedings with mothers of infants.

(g) Any transportation of children away from the Center shall be approved by Capital Metro and in vehicles provided by or approved by Capital Metro. Drivers of such vehicles must be properly licensed and insured and must have excellent driving records.

4. THE PROGRAM

(a) Basic Program.

1. The Center is expected to serve children 6 weeks to 5 years of age. The maximum capacity for the Center is 65 (sixty five) FTE children.

2. Ratios shall comply with NAC guidelines and licensing regulations. Provided that the room sizes are adequate to support these ratios and group sizes, maximum ratios and group sizes are expected to be:

Maximum Capacity Ratios/Configurations				
Age	Capacity FTE	Budgeted FTE	Rooms	Ratios / Teachers
Infants	8	8	2	1:4 (2)
Toddler I	9	8	1	1:5 (2)
Toddler II	10	9	1	1:5 (2)
Transition	18	16	1	1:8 (2)
Pre-K	20	20	1	1:11 (2)
Total	65	61	6	10

During the base term, the parties agree to the not to exceed enrollment configurations shown in the table above.

3. The parties shall agree a new enrollment configuration prior to each year of operation at the time of the budgeting process.

4. The Center shall initially operate from 6:00 a.m. – 6:00 p.m. daily, except for Capital Metro holidays which are New Year's Day, President's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. Upon agreement by Capital Metro and Contractor, future adjustments to these operating hours can be made dependent upon demonstrated demand to support financial obligations required with expanded hours.

5. Features of the program shall include full-day care for infants, toddlers, and preschoolers. Backup care for infants, toddlers, and preschoolers may be offered on a space available basis.

6. A highly competent and qualified staff in the child care field have a degree in early shall be recruited. The Center Director should have a degree in early childhood education, child development, or related field, and a minimum of three (3) years' experience, including time as a Center administrator. The Assistant Director should also have a degree in early childhood education, child development, or related field, and a minimum of three years of experience. It is expected that each age group shall have at least one Lead Teacher with the qualifications of a Bachelor's degree in early childhood education, child development, or other similar field; a Child Development Associate (CDA) credential or equivalent. All hiring decisions shall be in Contractor's sole professional discretion, less and except the Director of the Center, whom the Authority will have final approval. Approval of the Contractor's recommended Child Care Center Director will not be unreasonably

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withheld.

7. There is ample space to allow for active play and exploration at the Center approximately 3,400 square feet of indoor space, and 2,800 square feet of exterior space with windows and natural light. Playground space shall be developed for creative outdoor play for children of all ages.

8. Strict security measures must be enforced both indoors and outdoors. The Contractor shall coordinate with the Capital Metro security staff to insure compliance with all Capital Metro security policies and procedures. The Contractor shall develop written protocol for security measures that are specific to child care for the Center.

9. The Center's procedures shall be responsive to the needs of parents. Flexible schedules, including part-week and part-day slots, may be offered if quality and cost feasibility are maintained. Policies responsive to families, such as sibling enrollment preference must be considered. Parents would like to be very involved in knowing about their children's daily activities. There should be supportive daily communication between the teachers and parents of infants and toddlers, both verbally and in writing. Communication for preschoolers may be weekly.

10. The food service shall include lunch and two snacks each day. The Center has a fully equipped kitchen with preparation space, range and stove top, a microwave and refrigerator. The meals will be provided to meet the CACFP guidelines and procedures outlined in Section 8 of this Exhibit F.

5. FACILITY AND JANITORIAL

(a) Facility Maintenance and Repair. Capital Metro shall be responsible for all repair and maintenance of the facility, playground equipment, and classroom and office furniture. The Authority shall replace equipment and furniture as needed to maintain the safety, licensing, and accreditation of the Center. The Contractor shall be responsible for contacting Capital Metro for repair needs, submitting budgetary figures for replacement needs.

(b) Environmental / Janitorial. Capital Metro is responsible for normal janitorial services. This will include daily dusting, vacuuming and cleaning of the Center. Special floor or carpet cleaning will be completed by Capital Metro as required with a work order. Special sanitizing services are to be provided by the Child Care Center employees. The Child Care Center employees are also responsible for the cleaning of the kitchen area. The Contractor shall

coordinate with the Capital Metro Janitorial Project Manager in developing schedules and resolving issues regarding janitorial services.

(c) Capital Metro shall pay for the following items:

1. Space (rent free);
2. Utilities (electricity, heating, cooling, water);
3. Telephone Services and equipment (including installation and other costs associated with Center operations);
4. High Speed Internet access;
5. Security systems (including installation and other associated expenses);
6. Fire alarm and detection equipment and monitoring;
7. Appliances (dishwasher, stove, refrigerators, microwave, freezer, washer and dryer);
8. Classroom and office furniture;
9. Interior and exterior play equipment;
10. Classroom computers with appropriate child educational software;
11. Office Equipment.

The above equipment and supplies shall be at a minimum standard necessary for Contractor to provide quality child care.

6. BUDGET AND PAYMENT

(a) Capital Metro shall be subsidizing a portion of the Center for the benefit of its employees. The subsidy amount shall be determined by the tuition rates that are established for parents to pay.

(b) Capital Metro's fiscal year is October 1st. to September 30th.

(c) By April 1st prior to each Fiscal Year of operation of the Center, Contractor shall provide the Authority with an estimated budget of the Operating Expenses and Parent Fees for such year. The Authority shall either approve such budget or work with Contractor to develop an alternate budget subject to approval by the Authority for the upcoming fiscal year.

(d) The annual budget shall be based on:

1. Operating Expenses: defined as wages, salaries and bonuses of Center personnel plus related benefits, background checks, payroll taxes,

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workers' compensation insurance, relocation, vacation and sick leave, recruiting costs, classroom materials, teacher resources, parent communications events and supplies, food service, office supplies, local telephone and long distance service, Internet access services, kitchen, laundry and diapering supplies, vehicle operations, travel and lodging for Center personnel outside of the Austin area, printing and postage, insurance, and Center Support Services, accreditation fees, expenses related to specific requirements set forth in the Contract, and any other Center operating costs.

2. Salaries shall be set and adjusted annually as determined in the budgeting process.

3. Benefits are defined as all health and life insurance, dental insurance, 401(k), disability insurance, internal and external benefit administrative costs, payroll processing, and all other costs related to the extension of benefits to employees as determined during the budgeting process.

4. Telephone Services shall mean at least three (3) telephone lines, one (1) fax line, two (2) modem lines, and lines for security and fire systems.

5. Overhead fee shall mean the amount allocated to cover finance, accounting and audit, legal, centralized management and staff training, regional manager oversight, curriculum planning and implementation tools, parent satisfaction surveys, public relations and parent marketing assistance, and all other related support activities.

6. Annual Management Fee. Management Fee will be paid as determined by contract with a minimum escalation annually by not more than five percent (5%).

7. SERVICES PROVIDED

(a) The maximum capacity of FTE's that can be enrolled at the Center at any one time is 65, based on the Center's design and licensed capacity.

(b) Contractor shall provide child development activities to children ages six (6) weeks to five (5) years enrolled in the Center. The program shall operate Monday through Friday for 12 hours, except for Capital Metro Holidays.

(c) The program shall be designed to serve sixty-five (65) FTE enrollees unless expanded by agreement of the parties. The actual capacity served in the Center may vary depending on the age mix and groupings in place on any given day.

(d) Parent Fees/ Tuition. The Contractor shall consult and advise the Authority regarding the establishment of parent fees. During the budget process each year, the Contractor shall consult with the Authority regarding any adjustments to parent

fees for the upcoming fiscal year. Employees of the Contractor shall pay the same rate as Authority employees, except that Contractor shall be entitled to one child employee discount of 50% off Authority tuition.

(e) Less and except drop-in fees and other tuition, the Contractor ~~Authority~~ shall collect parent fees from Authority's ~~employees~~ and Authority's contractors' employees which it shall use toward paying the ~~Contractor~~ the lump sum fixed-fee established by the Contract. The Contractor shall collect drop-in fees and any other tuitions which shall be reimbursed to the Authority on a monthly basis.

(f) The Contractor shall retain all payments (tuition and fees) collected each month and remit, to CapMetro, a monthly invoice reflecting their Monthly Fee less all tuition and fees collected during the invoice period. In addition, the Contractor shall include, with their invoice, a Monthly Collection Report (includes payments and charges) and Monthly Enrollment Report.

(g) The Monthly Collection Report shall be consistent with the amount credited on the invoice for total amounts collected during the invoice period and the Monthly Collection Report shall:

1. Be prepared in Microsoft Excel and formatted to allow for the use of filtering of information in various ways.

2. State, by child, the total tuition and fees collected.

3. State the rate plan and related discounts applied.

4. Identify children of CapMetro employees.

5. State whether there were any charge reversals.

6. Include other relevant details to support the calculation of total amounts collected for the month.

7. The report needs to be pulled for the time period that the invoice is data is pulled.

(h) The Monthly Enrollment Report shall list the number of children enrolled in each program.

(i) The Contractor's invoice, Monthly Collection Report, and Monthly Enrollment Report shall be submitted to CapMetro on the ninth (9th) business day of every month.

(j) Provide a minimum of monthly reviews of the Center operations to the designated Capital Metro appointed staff.

(k) Contractor shall respond in a timely (within

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three (3) business days unless additional investigation time is necessary) and appropriate manner to all parent issues and complaints.

(l) Develop, maintain and guide the Parent Advisory Board.

8. DEPARTMENT OF AGRICULTURE CHILD AND ADULT CARE FOOD PROGRAM

(a) The Authority shall have final and administrative and financial responsibility for the operation of the Child and Adult Care Food Program (CACFP), 42 USC 1766 et seq, and regulations issued under 7 CFP Part 226.

(b) The Contractor will follow the processes and procedures of the CACFP programs for tracking and distribution food to the children in the Center.