



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

## Regular Meeting of the Board of Directors

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**9:00 a.m.**

Wednesday, March 27, 2019

Lowell H. Lebermann, Jr., Board Room  
3300 N. IH-35, Suite 300  
Austin, Texas 78705

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*A live video stream of this meeting may be viewed on the internet at  
[www.mobilityauthority.com](http://www.mobilityauthority.com)*

## AGENDA

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### ***No action on the following:***

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1. Welcome and opening remarks by the Chairman and members of the Board of Directors.
2. Opportunity for public comment – See **Notes** at the end of this agenda.
3. Welcome newly appointed Board Member and administer the oath of office.

### ***Recess the Board Meeting and Convene the Audit Committee Meeting***

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- A. Audit Committee meeting called to order by Committee Chairman Singleton.
- B. Accept the letter of engagement for the annual independent auditing services.
- C. Adjourn Audit Committee.

### ***Consent Agenda***

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*See **Notes** at the end of this agenda.*

4. Amend the CTRMA 401(a) Plan and appoint new Plan Trustees.
5. Approve Work Authorization No. 17 with Kapsch TrafficCom USA to retrofit the intelligent transportation system on 183A Phases I & II.

6. Amend the Mobility Authority Policy Code to include toll exemptions provided by federal law.

## **Regular Items**

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*Items to discuss, consider, and take appropriate action.*

7. Approve the minutes from the February 27, 2019 Regular Board Meeting.
8. Accept the financial statements for February 2019.
9. Approve financial institutions and qualified brokers authorized to provide investment services and engage in investment transactions with the Mobility Authority and reaffirm the CTRMA investment policy.
10. Approve Supplement No. 2 to Work Authorization No. 2 with WSP USA, Inc. for general engineering consulting services associated with the 183 North Mobility Project.
11. Approve an Interlocal Agreement with Travis County for the Bliss Spillar Trailhead.

## **Briefings and Reports**

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*Items for briefing and discussion only. No action will be taken by the Board.*

12. Executive Director Board Report.
  - A. Legislative Update.
  - B. Status of Projects.
  - C. Upcoming County Meetings.

## **Executive Session**

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*Under Chapter 551 of the Texas Government Code, the Board may recess into a closed meeting (an executive session) to deliberate any item on this agenda if the Chairman announces the item will be deliberated in executive session and identifies the section or sections of Chapter 551 that authorize meeting in executive session. A final action, decision, or vote on a matter deliberated in executive session will be made only after the Board reconvenes in an open meeting.*

*The Board may deliberate the following items in executive session if announced by the Chairman:*

13. Discuss acquisition of one or more parcels or interests in real property needed for the Bergstrom Expressway (183 South) Project and related legal issues, including consideration of the use of eminent domain to condemn property, pursuant to §551.072 (Deliberation

Regarding Real Property; Closed Meeting) and §551.071 (Consultation with Attorney; Closed Meeting).

14. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
15. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
16. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

## ***Reconvene in Open Session.***

## ***Regular Items***

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*Items to discuss, consider, and take appropriate action.*

17. Adjourn Meeting.

## ***Notes***

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***Opportunity for Public Comment.*** At the beginning and at the end of the meeting, the Board provides a period of up to one hour for public comment on any matter subject to the Mobility Authority's jurisdiction. Each speaker is allowed a maximum of three minutes. A person who wishes to address the Board should sign the speaker registration sheet before the beginning of the public comment period. If a speaker's topic is not listed on this agenda, the Board may not deliberate the speaker's topic or question the speaker during the open comment period, but may direct staff to investigate the matter or propose that an item be placed on a subsequent agenda for deliberation and possible action by the Board. The Board may not deliberate or act on an item that is not listed on this agenda.

***Consent Agenda.*** The Consent Agenda includes routine or recurring items for Board action with a single vote. The Chairman or any Board Member may defer action on a Consent Agenda item for discussion and consideration by the Board with the other Regular Items.

***Public Comment on Agenda Items.*** A member of the public may offer comments on a specific agenda item in open session if he or she signs the speaker registration sheet for that item before the Board takes up consideration of the item. The Chairman may limit the amount of time allowed for each speaker. Public comment unrelated to a specific agenda item must be offered during the open comment period.

***Meeting Procedures.*** The order and numbering of agenda items is for ease of reference only. After the meeting is convened, the Chairman may rearrange the order in which agenda items are considered, and the Board may consider items on the agenda in any order or at any time during the meeting.

***Persons with disabilities.*** If you plan to attend this meeting and may need auxiliary aids or services, such as an interpreter for those who are deaf or hearing impaired, or if you are a reader of large print or Braille, please contact Laura Bohl at (512) 996-9778 at least two days before the meeting so that appropriate arrangements can be made.

***Español.*** Si desea recibir asistencia gratuita para traducir esta información, llame al (512) 996-9778.

***Participation by Telephone Conference Call.*** One or more members of the Board of Directors may participate in this meeting through a telephone conference call, as authorized by Sec. 370.262, Texas Transportation Code (*see below*). Under that law, each part of the telephone conference call meeting law must be open to the public, shall be audible to the public at the meeting location, and will be tape-recorded. On conclusion of the meeting, the tape recording of the meeting will be made available to the public.

Sec. 370.262. MEETINGS BY TELEPHONE CONFERENCE CALL.

*Mobility Authority Board Meeting Agenda  
Wednesday, March 27, 2019*

(a) Chapter 551, Government Code, does not prohibit any open or closed meeting of the board, a committee of the board, or the staff, or any combination of the board or staff, from being held by telephone conference call. The board may hold an open or closed meeting by telephone conference call subject to the requirements of Sections 551.125(c)-(f), Government Code, but is not subject to the requirements of Subsection (b) of that section.

(b) A telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(c) Notice of a telephone conference call meeting that by law must be open to the public must specify the location of the meeting. The location must be a conference room of the authority or other facility in a county of the authority that is accessible to the public.

(d) Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the location specified in the notice and shall be tape-recorded or documented by written minutes. On conclusion of the meeting, the tape recording or the written minutes of the meeting shall be made available to the public.

Sec. 551.125. OTHER GOVERNMENTAL BODY. (a) Except as otherwise provided by this subchapter, this chapter does not prohibit a governmental body from holding an open or closed meeting by telephone conference call.

~~(b) A meeting held by telephone conference call may be held only if:~~

~~(1) an emergency or public necessity exists within the meaning of Section 551.045 of this chapter; and~~

~~(2) the convening at one location of a quorum of the governmental body is difficult or impossible; or~~

~~(3) the meeting is held by an advisory board.~~

(c) The telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(d) The notice of the telephone conference call meeting must specify as the location of the meeting the location where meetings of the governmental body are usually held.

(e) Each part of the telephone conference call meeting that is required to be open to the public shall be audible to the public at the location specified in the notice of the meeting as the location of the meeting and shall be tape-recorded. The tape recording shall be made available to the public.

(f) The location designated in the notice as the location of the meeting shall provide two-way communication during the entire telephone conference call meeting and the identification of each party to the telephone conference shall be clearly stated prior to speaking.

***Español.*** Si desea recibir asistencia gratuita para traducir esta información, llame al (512) 996-9778.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 27, 2019  
**AGENDA ITEM #1**

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Welcome and opening remarks by the  
Chairman and members of the Board of  
Directors

Welcome, Opening Remarks and Board Member Comments

Board Action Required: No



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 27, 2019  
**AGENDA ITEM #2**

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Open Comment Period for Public Comment  
& Public Comment on Agenda Items

**Open Comment Period for Public Comment** - At the beginning of the meeting, the Board provides a period of up to one hour for public comment on any matter subject to CTRMA's jurisdiction. Each speaker is allowed a maximum of three minutes. A person who wishes to address the Board should sign the speaker registration sheet before the beginning of the open comment period. If the speaker's topic is not listed on this agenda, the Board may not deliberate the topic or question the speaker during the open comment period, but may direct staff to investigate the subject further or propose that an item be placed on a subsequent agenda for deliberation and possible action by the Board. The Board may not act on an item that is not listed on this agenda.

**Public Comment on Agenda Items** - A member of the public may offer comments on a specific agenda item in open session if he or she signs the speaker registration sheet for that item before the Board's consideration of the item. The Chairman may limit the amount of time allowed for each speaker. Public comment unrelated to a specific agenda item must be offered during the open comment period.

Board Action:                      None.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 27, 2019  
AGENDA ITEM #3

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Welcome newly appointed Board Member  
and administer the oath of office

Chairman Ray. A Wilkerson will administer the oath of office to Michael Doss, who was appointed to the Central Texas Regional Mobility Authority Board of Directors at the March 5, 2019 meeting of the Williamson County Commissioner's Court.

Board Action Required: No



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 27, 2019  
**AGENDA ITEM A-C**

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Audit Committee Meeting: Accept the Letter  
of Engagement for the annual independent  
auditing services

Strategic Plan Relevance: Regional Mobility  
Department: Finance  
Contact: Bill Chapman, Chief Financial Officer  
Associated Costs: \$109,275.00  
Funding Source: Annual Operating Budget  
Action Requested: Consider and act on draft resolution

Summary:

Each year the Mobility Authority engages an independent CPA firm to conduct the Authority's required annual audit and single audit. RSM US, L.L.P. (formerly, Padgett, Stratemann & Co., L.L.P.) will be conducting the annual audit for the Fiscal Year ending June 30, 2019 and will present those reports to the Audit Committee upon completion.

This item requests approval by the Audit Committee of the Chief Financial Officer's acceptance of a letter of engagement with RSM US, L.L.P. to provide independent auditing services to the Mobility Authority.

Backup provided: Draft Resolution  
Letter of engagement  
Governance Letter



**MEETING OF THE AUDIT COMMITTEE  
OF THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 19-0XX**

**APPROVING A LETTER OF ENGAGEMENT FOR  
INDEPENDENT AUDITING SERVICES**

WHEREAS, the Mobility Authority is required to have an annual financial and compliance audit of its books and records in accordance with 43 *Texas Administrative Code* §26.61; and

WHEREAS, in February 2015, the Central Texas Regional Mobility Authority's (Mobility Authority) Chief Financial Officer and Controller issued a request for qualifications to procure a firm to perform financial and auditing services for a period of three (3) years with two (2) one-year options to be exercisable by the Mobility Authority in its sole discretion; and

WHEREAS, responses were submitted by four firms and, after evaluating each response using the scoring criteria set forth in the request for qualifications, the Chief Financial Officer and Controller recommended that the Board retain Padgett, Stratemann & Co., L.L.P. (now known as RSM US LLP); and

WHEREAS, by Resolution No. 15-017, dated March 25, 2015, the Mobility Authority's Audit Committee authorized the Executive Director to negotiate and execute a contract (letter of engagement) with Padgett, Stratemann & Co., L.L.P. (now known as RSM US LLP) to provide independent auditing services to the Mobility Authority; and

WHEREAS, by Resolution 18-011, dated April 25, 2018, the Mobility Authority's Audit Committee exercised the first option to extend the contract with RSM US LLP (formerly Padgett, Stratemann & Co., L.L.P.) for an additional year; and

WHEREAS, the Chief Financial Officer and Controller now recommend that the second option to extend the contract with RSM US LLP (formerly Padgett, Stratemann & Co., L.L.P.) be exercised; and

WHEREAS, the Chief Financial Officer and Controller further recommend that the Audit Committee approve the letter of engagement from RSM US LLP to provide an independent audit of the finances of the Mobility Authority for the fiscal year ending on June 30, 2019, which is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Audit Committee hereby exercises the second option to extend the contract with RSM US LLP for an additional year; and

BE IT FURTHER RESOLVED, that the Audit Committee approves the letter of engagement with RSM US LLP and authorizes the Chief Financial Officer to execute the letter of engagement on behalf of the Mobility Authority in the form or substantially the form as is attached hereto as Exhibit A.

Adopted by the Audit Committee of the Board of Directors of the Central Texas Regional Mobility Authority on the 27<sup>th</sup> day of March 2019.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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David Singleton  
Chairman, Audit Committee

**Exhibit A**



March 11, 2019

William Chapman, CFO  
Central Texas Regional Mobility Authority  
330 North IH-35, Suite 300  
Austin, TX 78704

RSM US LLP

811 Barton Springs Rd  
Suite 500  
Austin, TX 78704  
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Dear Mr. Chapman

### **The Objective and Scope of the Audit of the Financial Statements**

You have requested that we audit the financial statements of Central Texas Regional Mobility Authority's (the Mobility Authority) business-type activities as of and for the year ending June 30, 2019, which comprise the basic financial statements. Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

We will also perform the audit of Mobility Authority as of June 30, 2019 so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and the State of Texas Single Audit Circular and the Uniform Grant Management Standards.

### **The Responsibilities of the Auditor**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); *Government Auditing Standards* issued by the Comptroller General of the United States (GAS); [the provisions of the Single Audit Act; Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and the U.S. Office of Management and Budget's (OMB) Compliance Supplement and the State of Texas Uniform Grant Management Standards (UGMS). Those standards, regulations, and guides require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting abuse.

**THE POWER OF BEING UNDERSTOOD**  
AUDIT | TAX | CONSULTING

In making our risk assessments, we consider internal control relevant to the Mobility Authority's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Audit Committee of the Board of Directors (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the Mobility Authority and that are to be included as part of our audit are the same as those reported in the prior year's financial statements.

The federal and state financial assistance programs and awards that you have told us that the Mobility Authority participates in and that are to be included as part of the single audit are comparable to those reported in the prior year's financial statements.

We are responsible for the compliance audit of major programs under the Uniform Guidance and the Texas UGMS, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our reports on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards, guides and circulars identified above.

### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;

5. For report distribution; and
6. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the Mobility Authority complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse, or suspected fraud or abuse, affecting the entity received in communications from employees, former employees, analysts, regulators or others.

Management is responsible for the preparation of the supplementary information in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

Because the audit will be performed in accordance with the Texas UGMS, the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance and Texas UGMS requirements; (c) internal control over compliance; (d) compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; and (g) submitting the reporting package and data collection form.

The Board of Directors is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

Our association with an official statement is a matter for which separate arrangements will be necessary. The Mobility Authority agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the Mobility Authority seeks such consent, we will be under no obligation to grant such consent or approval.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the Mobility Authority agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The Mobility Authority agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

RSM US LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. RSM US LLP also has not performed any procedures relating to this official statement.

Because RSM US LLP will rely on the Mobility Authority and its management and Board of Directors to discharge the foregoing responsibilities, the Mobility Authority holds harmless and releases RSM US LLP and its partners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Mobility Authority's management that has caused, in any respect, RSM US LLP's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

### **Records and Assistance**

If circumstances arise relating to the condition of the Mobility Authority's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Mobility Authority's books and records. The Mobility Authority will determine that all such data, if necessary, will be so reflected. Accordingly, the Mobility Authority will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by the Mobility Authority personnel will be described in a client participation list, which will outline the specific schedules and analyses that should be completed by the Mobility Authority personnel, including the dates when the information should be available to us. The participation list will be provided and agreed to by Mary Temple, Controller. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

In connection with our audit, you have requested us to perform certain non-audit services necessary for the preparation of the financial statements, including drafting the financial statements, footnotes, RSI and supplementary information. The GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit

service to the Mobility Authority, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The Mobility Authority has agreed that Mary Temple, Controller possesses suitable skill, knowledge or experience and that the individual understands that she will be responsible for the Mobility Authority's technical review of the financial statements, footnotes, RSI and supplementary information and will coordinate any other requests for non-audit services to be performed. Accordingly, the management of the Mobility Authority agrees to the following:

1. The Mobility Authority has designated Mary Temple, Controller as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
2. Mary Temple, Controller will assume all management responsibilities for subject matter and scope of the audit services and support in drafting the financial statements, footnotes and RSI;
3. The Mobility Authority will evaluate the adequacy and results of the services performed; and
4. The Mobility Authority accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the Mobility Authority's management and those charged with governance of the objectives of the non-audit services, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit services. We believe this letter documents that understanding.

#### **Other Relevant Information**

RSM US LLP may mention the Mobility Authority's name and provide a general description of the engagement in RSM US LLP's client lists and marketing materials.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

#### **Fees, Costs, and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus directly billed expenses, including travel, meals, and fees for services from other professionals, as well as a charge of 3 percent of fees for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, photocopying, postage and clerical assistance. Our fee estimate of \$95,300 (which is inclusive of the administrative fee described above as well as in town travel and parking and assumes there will only be one major federal program) is exclusive of any required state single audit (if a State of Texas single audit is determined to be necessary, the additional cost will be \$9,975 for each major state program). Based on our planning discussions with CTRMA management, the implementation of new accounting standards such as GASB Statement Nos. 84 or 86 should not require any additional 2019 audit fees. If GASB Statement No. 84 does not require separate fiduciary fund reporting in CTRMA's 2019 financial statements, there will be an additional cost of approximately \$4,000.

The base fee estimate described above and completion of our work are based upon the following criteria:

1. Anticipated cooperation from the Mobility Authority personnel

2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests and preparation of supplementary schedules and financial statement support
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement
6. The Assumption of one major program for the Federal single audit
7. Segment reporting requirements will be required for fiscal year 2019
8. There are no fiduciary fund types or agency funds that are part of the reporting entity

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses.

In addition to the audit fees described above, you have requested additional procedures to be performed regarding the current status of the findings disclosed in the Kapsch TrafficCom USA SOC-1 and SOC-2 reports and that basic control documentation be obtained from Cofiroute USA concerning their toll billing procedure and reviewed to identify possible control weaknesses. We will work with the Mobility Authority staff regarding these procedures and their scope. The fees for this work will be billed on an hourly basis as the work progresses using these billing rates per hour: Partner \$325, Senior Manager \$275, IT Consulting Manager \$275, Manager \$225, Staff \$170.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the Mobility Authority agrees it will compensate RSM US LLP for any additional costs incurred as a result of the Mobility Authority's employment of a partner or professional employee of RSM US LLP.

In the event we are requested or authorized by the Mobility Authority or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Mobility Authority, the Mobility Authority will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of RSM US LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of RSM US LLP audit personnel and at a location designated by our firm.

#### **Claim Resolution**

The Mobility Authority and RSM US LLP agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by RSM US LLP or the date of this arrangement letter if no report has been issued. The Mobility Authority waives any claim for punitive damages. RSM US LLP's liability for all claims, damages and costs of The Mobility



Authority arising from this engagement is limited to the amount of fees paid by the Mobility Authority to RSM US LLP for the services rendered under this arrangement letter.

**Information Security - Miscellaneous Terms**

RSM US LLP is committed to the safe and confidential treatment of the Mobility Authority's proprietary information. RSM US LLP is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The Mobility Authority agrees that it will not provide RSM US LLP with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the Mobility Authority's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

RSM US LLP may terminate this relationship immediately in its sole discretion if RSM US LLP determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or RSM US LLP's client acceptance or retention standards, or if the Mobility Authority is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, the Mobility Authority or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

If any term or provision of this agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

**Reporting**

We will issue a written report upon completion of our audit of the Mobility Authority's financial statements. Our report will be addressed to the Board of Directors of the Mobility Authority. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on the Mobility Authority's financial statements, we will also issue the following types of reports:

1. A report on the fairness of the presentation of the Mobility Authority's schedules of expenditures of federal and state awards for the year ending June 30, 2019;
2. Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal control;
3. Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a material effect, as defined by the Texas UGMS Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal and State Awards*, on each major program;
4. An accompanying schedule of findings and questioned costs.

**Electronic Signatures and Counterparts**

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of

William Chapman, CFO  
Central Texas Regional Authority  
March 11, 2019  
Page 8

business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

This letter constitutes the complete and exclusive statement of agreement between RSM US LLP and the Mobility Authority, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

RSM US LLP

Mike O'Brien, Partner

Confirmed on behalf of Central Texas Regional Mobility Authority:

\_\_\_\_\_  
William Chapman, CFO

\_\_\_\_\_  
Date



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March 13, 2019

Members of the Audit Committee of the Board of Directors  
Central Texas Regional Mobility Authority  
3300 North IH-35, Suite 300  
Austin, Texas 78704

Dear Members of the Audit Committee of the Board of Directors:

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of Central Texas Regional Mobility Authority's (the Mobility Authority) financial statements as of and for the period ending June 30, 2019.

### **Communication**

Effective two-way communication between our firm and the Audit Committee of the Board of Directors is important to understanding matters related to the audit and developing a constructive working relationship.

Your insights may assist us in understanding the Mobility Authority and its environment, identifying appropriate sources of audit evidence and providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate to us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing and extent of audit procedures, your suspicion or detection of fraud, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, instances of noncompliance with laws and regulations that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

### **Independence**

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, partners and professional employees of RSM US LLP are restricted in their ability to own a direct financial interest or a material indirect financial interest in a client or any affiliate of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with firm policy. In addition, our policies restrict certain non-audit services that may be

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provided by RSM US LLP and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

### **The Audit Planning Process**

Our audit approach places a strong emphasis on obtaining an understanding of how your business functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your business. The development of a specific audit plan will begin by meeting with management to obtain an understanding of your business objectives, strategies, risks and performance.

As part of obtaining an understanding of your business and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error.

### **The Concept of Materiality in Planning and Executing the Audit**

We apply the concept of materiality in both planning and performing the audit; evaluating the effect of identified misstatements on the audit and the effect of uncorrected misstatements, if any, on the financial statements; and forming the opinion in our report. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual uncorrected misstatements aggregated by us in connection with our evaluation of our audit test results.

### **Our Approach to Internal Control Relevant to the Audit**

Our audit of the financial statements will include obtaining an understanding of internal control sufficient to plan the audit and determine the nature, timing and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or identify significant deficiencies or material weaknesses. Our review and understanding of the Mobility Authority's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

### **Timing of the Audit**

We have scheduled preliminary audit field work for the week beginning June 3, 2019, with final field work commencing the week beginning August 12, 2019. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit.

Members of the Audit Committee of the Board of Directors  
Central Texas Regional Mobility Authority  
March 13, 2019  
Page 3

**Closing**

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to continue to be of service to the Mobility Authority.

This communication is intended solely for the information and use of the Audit Committee of the Board of Directors and is not intended to be, and should not be, used by anyone other than this specified party.

*RSM VS LLP*



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 27, 2019  
**AGENDA ITEM #5**

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Approve Work Authorization No. 17 with  
Kapsch TrafficCom USA to retrofit the  
intelligent transportation system  
on 183A Phases I & II

Strategic Plan Relevance: Regional Mobility  
Department: Operations  
Contact: Tracie Brown, Director of Operations  
Associated Costs: \$378,612.14  
Funding Source: General Fund  
Action Requested: Consider and act on draft resolution

Summary:

The 183A Intelligent Transportation System (ITS) Retrofit Project will update 183A Phases I and II with technology that is consistent with the 290 East, MoPac North, SH 71 and SH 45SW corridors, allowing for better traffic management, incident response and communication with area stakeholders. The approximate limits of the retrofit project are from SH 45N / RM 620 in northwest Austin to Hero Way in Leander.

Under this proposed work authorization, Kapsch TrafficCom USA will design, furnish, install and integrate nine (9) pan-tilt-zoom cameras and ten (10) microwave vehicle detectors on the existing 183A corridor. Camera spacing every ½ mile will allow for complete viewing capabilities of the 183A Phases I and II from the Authority's Traffic & Incident Management Center. A corridor concept plan is underway that will consider the addition of other technology enhancements such as incident detection, wrong way driver detection, and other remote sensing units.

While this item is only related to equipment procurement, installation and integration, the total estimated project cost is \$1M. Separate items will be submitted for board approval in the coming months related to design, construction and oversight.

Backup Provided: Work Authorization No. 17  
Fee Estimate  
Draft Resolution

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

**RESOLUTION NO. 19-0XX**

**APPROVING WORK AUTHORIZATION NO. 17 WITH  
KAPSCH TRAFFICOM USA, INC. TO RETROFIT THE INTELLIGENT  
TRANSPORTATION SYSTEM ON 183A PHASES I & II**

WHEREAS, the Central Texas Regional Mobility Authority (“Mobility Authority”) entered into a contract with Caseta Technologies, Inc. dated April 27, 2005, for the design, procurement, and installation of a toll collection system on the Authority’s turnpike system (the “Contract”); and

WHEREAS, Kapsch TrafficCom USA, Inc. (formerly Schneider Electric Mobility NA) is the successor in interest to the Contract with Caseta Technologies, Inc., and all rights and obligations of Caseta Technologies, Inc. under the Contract are now the rights and obligations of Kapsch TrafficCom USA (“Kapsch”); and

WHEREAS, the Executive Director is planning to implement the 183A Intelligent Transportation System (ITS) Retrofit Project to update 183A Phases I & II with technology that is consistent with other Mobility Authority facilities in order to provide better traffic management, incident response and communication with area stakeholders; and

WHEREAS, the Executive Director and Kapsch have discussed and agreed to a proposed Work Authorization No. 17, whereby Kapsch would design, furnish, install and integrate additional closed circuit television cameras and microwave vehicle detectors on the 183A corridor as part of the 183A ITS Retrofit Project; and

WHEREAS, the Executive Director recommends that the Board approve proposed Work Authorization No. 17 in an amount not to exceed \$378,612.14, a copy of which is attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to finalize and execute the proposed Work Authorization No. 17 in an amount not to exceed \$378,612.14 and in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27<sup>th</sup> day of March 2019.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

---

Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**



**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

\*\*\*\*\*

**WORK AUTHORIZATION**

**WORK AUTHORIZATION NO. 17**

**INTELLIGENT TRANSPORTATION  
SYSTEMS IMPLEMENTATION**

**183A Toll ITS Retrofit**

**THIS WORK AUTHORIZATION** is made this, \_\_\_\_\_ day of March, 2019, pursuant to the terms and conditions of Article 1 of the GENERAL PROVISIONS, Attachment A to the original Contract for Toll System Implementation, dated April 27, 2005 (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the “Mobility Authority”), and Kapsch TrafficCom USA Inc., a.k.a. Schneider Electric Mobility NA (the Contractor).

**PART I.** The Contractor will perform system integration services generally described in the Scope of Work attached hereto as **Attachment A** and illustrated in the Project Layout attached hereto as **Attachment B**. The Contractor’s duties and responsibilities to coordinate with the CTRMA’s contracted designer and roadway contractor is detailed in the Responsibilities Matrix attached hereto as **Attachment C**.

**PART II.** The maximum amount payable under this Work Authorization No. 17 is \$378,612.14. This amount is based generally upon the estimated fees set forth in Schedule 1 of the Contract, as superseded by the fee schedule set forth in **Attachment D** hereto which is incorporated herein and made a part of this Work Authorization.

**PART III.** Payment to the Contractor for the services established under this Work Authorization shall be made in accordance with Article 12 of the Contract, and **Attachment A**, Article 1 of the GENERAL PROVISIONS.

**PART IV.** This Work Authorization shall become effective on the date of execution by the parties hereto and shall terminate one (1) year after final acceptance, unless extended by a supplemental Work Authorization as provided in **Attachment A**, Article 1 of the GENERAL PROVISIONS. The work shall be performed in accordance with the Project Schedule and Milestones as set forth in **Attachment E**.

**PART V.** This Work Authorization No. 17 does not waive any of the parties' responsibilities and obligations provided under the Contract, and except as specifically modified by this Work Authorization, all such responsibilities and obligations remain in full force and effect.

**IN WITNESS WHEREOF**, this Work Authorization No. 17 is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE CONTRACTOR:**

---

Signature

Date

---

Typed/Printed Name and Title

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

Executed for and approved by the Central Texas Regional Mobility Authority for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

---

Signature

Date

---

Typed/Printed Name and Title

**LIST OF ATTACHMENTS**

- Attachment A Scope of Work
- Attachment B Project Layout
- Attachment C ITS Responsibility Matrix
- Attachment D Fee Schedule/Budget
- Attachment E Project Schedule

## ATTACHMENT A

### *CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY* **INTELLIGENT TRANSPORTATION SYSTEMS IMPLEMENTATION** **183A Toll ITS Retrofit**

### **SCOPE OF WORK for SYSTEMS INTEGRATOR**

#### **A1.0 General**

##### **A1.01. Background**

The Mobility Authority's first project, 183A Toll, extends eleven miles northward from RM 620 in northwest Austin through Cedar Park and Leander in Williamson County. This project consists of tolled mainlanes with non-tolled frontage roads at the north end and has significantly improved travel times and reduced traffic on adjacent roadways, including US 183. The project was constructed in two phases as described below.

**Phase I.** The first phase that was developed and constructed by the Mobility Authority was approximately six miles of tolled expressway between RM 620 and New Hope Road, and non-tolled frontage roads from RM 1431 northward to the South San Gabriel River. It opened in March 2007.

**Phase II.** The second phase extended the tolled mainlanes five miles north from RM 1431 to Hero Way. The extension opened in April 2012 and resulted in a significant shift of traffic from the non-tolled frontage roads to the new tolled mainlanes.

Due to a variety of project constraints during the planning and pre-development phases of the 183A Toll project, design and implementation of an Intelligent Transportation System (ITS), including traffic sensors and CCTV cameras, was not contemplated. As such, the Mobility Authority has developed an implementation plan to prepare for the installation of ITS system components along the corridor. The design and construction of such ITS system is included in the proposed 183A Toll ITS Retrofit Project (Hereinafter referred to as "The Project"). The proposed system components are directly compatible with the Mobility Authority's existing ITS hardware and will seamlessly integrate with existing traffic and ITS operations.

##### **A1.02. Summary Scope of Work**

The Scope of Work for Work Authorization No. 17 includes, but is not limited to, procurement, installation, testing, and implementation of a complete and fully operational Intelligent Transportation System (ITS). Services will also include communications and system interfaces design, coordination, and project interface activities to facilitate the design and construction of the infrastructure facilities by others on the Project.

This Work Authorization authorizes the System Integrator (SI) to establish and maintain relationships with a wide variety of third parties, and to coordinate the designs for the proposed ITS with the entire Project to ensure that the construction of the system infrastructure will be fully compatible and will meet the Mobility Authority's requirements. In this role, the SI will work closely with the Mobility Authority and various designers and contractors in developing the required complete ITS and network infrastructure.

## A2.0 General Work Performed

Kapsch will design, furnish, install and integrate nine (9) CCTV cameras and ten (10) MVD detector units on the 183A facility. Work includes provision of fiber splice boxes, installing equipment on existing structures, and where applicable new structures. A general statement of work is outlined below.

1. Install Communications for ITS Equipment
  - a. Pull in (1780') of Fiber Optic Cable (Single mode) (12 Fiber)
2. Install (9) Cohu CCTV Cameras.
  - a. Install 7 CCTV Type A – 8' Pedestal Pole and CCTV on top of pole
  - b. Install 1 CCTV Type B – Attach CCTV on top of truss pole
  - c. Install 1 CCTV Type C – Install CCTV on 40' Pole
3. Install 10 Wavetronix MVD HD Smartsensor's
  - a. Install 1 MVD Pole Mounted

## A3.0 General Requirements

### A3.01. General Requirements - Intelligent Transportation System

The proposed field network will consist of a fiber optic communication network that facilitates communication to various ITS field devices along the Project back to the Mobility Authority's Traffic Incident Management (TIM) Center. The ITS devices to be installed on the Project network include 9 closed circuit television (CCTV) cameras and 10 MVD Detectors.

The general locations, layouts, and implementation schedule for the ITS for the Project, as currently proposed, are based on the latest information currently available, and they are intended for informational purposes only. The locations are subject to change, and it should be anticipated that refinements and adjustment to the locations and layouts indicated will be required as designs for the ITS are further developed.

The proposed ITS network for the Project should be fully integrated with both the Mobility Authority TIM Center and TxDOT Traffic Management Center (TMC) software. TxDOT will have a dedicated connection to Mobility Authority and will be provided bandwidth on the Mobility Authority's network sufficient to allow for shared video and data between the two agencies' systems. The terms of device and data sharing on the Manor Expressway (290E) Phase III project is outlined in the existing "Agreement for Sharing Intelligent Transportation Systems (ITS) Data", a user agreement specifically between TxDOT and the Mobility Authority. Specifically, it addresses the use of TxDOT's Center-to-Center protocol and an application programming interface (API) for access to the Mobility Authority's traffic database.

The SI shall design and install a system that is compatible with the Austin Regional ITS Architecture for both control of devices and reception of images and data. The proposed system shall be an extension of field devices to the already existing TxDOT Austin District System. The database administrator at the TxDOT Austin District TMC will add the new device addresses to the already functioning tables.

All duct banks will be designed, constructed and implemented in accordance with guidelines included in the *Austin District Guidelines for Developing Freeway Corridor Traffic Management System*.

## **A4.0 General Description – Equipment and Installation**

### **A4.01. Equipment and Installation – Intelligent Transportation System**

For all ITS field installations on the various segments of the Project, the SI will be responsible for the final ITS design, and the purchase and installation of the ITS equipment for a complete, tested, and operational system under this Work Authorization. The principle items of work and primary components of the system at each location will include, but are not limited to:

- Furnish and install the fiber optic cabling required for the ITS.
- Furnish and install CCTV cameras, communications, and equipment enclosures.
- Furnish and install MVD's, communications, and equipment enclosures.
- Connect to the existing communication network
- Provide complete testing, certification and acceptance of all systems for complete, fully operational ITS, furnished and installed.

Elements of the ITS infrastructure, outside of those items defined in section **A4.0**, above, will be the responsibility of others. Nevertheless, it is the responsibility of the SI to work closely with the Mobility Authority and the various designers and roadway contractors to establish the precise locations for the elements above and to provide the Roadway Contractor(s) with detailed information as needed.

## **A5.0 Coordination and Project Interface**

The SI is to participate in the process for coordination which will enable the contractors and designers of the Project to obtain specific, detailed information regarding the proposed system components, which includes ITS in order to complete the design/construction of the appropriate infrastructure. The SI will be responsible for maintaining relationships with a wide variety of third parties, including designers, roadway contractors, and various suppliers. In this role, the SI will work closely with the Mobility Authority and TxDOT in developing the required network. The work related to this Work Authorization No. 17 generally will include, but not be limited to:

- Provide design input and detailed information, including system component details, dimensions, layout configurations, locations and specific technical requirements for elements of the proposed ITS.
- Prepare construction/installation guidelines for various components of the Mobility Authority's TCS ITS.
- Review of construction documents prepared by others.
- Attend and participate in coordination meetings as determined by project schedule and/or as requested by the Mobility Authority. This includes attending design coordination meetings, construction meetings, and issue resolution meetings as necessary to resolve outstanding comments.
- Provide "over the shoulder" reviews, as necessary.
- Submit Installation Plan and Installation Drawings to the Mobility Authority for review and approval, where applicable.
- Provide input in the development of the project schedule as it relates to the installation and testing of the ITS. The SI shall review the project baseline schedule prepared by the contractor for acceptance.

All infrastructure facilities for the Project will be provided by others as indicated in **Section A6.0** hereof. The SI shall fully coordinate the designs for ITS with others and provide the required details and technical

requirements to ensure that the construction of the ITS infrastructure facilities will be fully compatible and meet the requirements for the system.

The SI is responsible for coordinating with others and for providing all necessary details, system requirements, and reviews of construction documents to ensure that the gantries are located and configured to properly accommodate the SI's own system components as required to meet the Mobility Authority ITS requirements.

## **A6.0 Work by Others – Civil/Roadway Construction**

### **A6.01. Civil/Roadway Construction - Intelligent Transportation System**

Except as may be expressly indicated in section **A2.0** or elsewhere, all ITS infrastructure required will be provided and installed by others. The principle items of work and primary components of the ITS infrastructure to be provided by others shall include, but are not limited to:

- Duct bank
- Conduits – each conduit to have dedicated pull string, continuous between ground boxes/vaults and stub-ups.
- Electrical services
- Grounding circuits
- Support structures and associated foundations

## **A7.0 Project Schedule**

The Project Schedule shall be developed to incorporate the milestone dates established for this Work Authorization No. 17 as presented in *ATTACHMENT F – Project Schedule and Milestones*.

**ATTACHMENT B**  
**PROJECT LAYOUT**  
**183A Toll ITS Retrofit**



\* ITS Equipment Locations are approximate and subject to change

**ATTACHMENT – C  
TOLL FACILITY AND ITS RESPONSIBILITY MATRIX**

<b>Responsibility Assignment Legend</b>							
<b>Primary Responsibility: P</b>	<b>Support Responsibility: S</b>		<b>Coordination Responsibility Only: C</b>			<b>No Responsibility: N</b>	
<b>Element/Task/Component/ Sub-system</b>	<b>Designer/Contractor</b>			<b>Systems Integrator (SI)</b>			<b>Comments Other Responsibility/Information</b>
	<b>Design</b>	<b>Procure</b>	<b>Install/ Construct</b>	<b>Design</b>	<b>Procure</b>	<b>Install / Construct</b>	
<b>GENERAL REQUIREMENTS</b>							
Schedule	P	P	P	S	C	S	Contractor must accommodate and incorporate the SI scheduled activities into the Contractor schedule. All schedule changes or updates which impact the SI tasks must be agreed to by the SI prior to submittal to the Mobility Authority. A weekly schedule must be distributed and incorporate any SI updates or changes.
Request for Early Opening	P	P	P	S	S	S	SI must be able to match schedule request for early opening to conform to requirements in construction contract documents.
Design Package – Installation and Electrical Design and Plans	P	P	P	C	N	C	Designer to incorporate all SI requirements and specifications into Structural and Electrical Design Packages. SI to provide approval prior to issuance of Released For Construction (RFC) plans.
Grading	P	P	P	C	N	C	
Drainage	P	P	P	C	N	C	No culverts or pipes under tolling zones.
Utilities/Electrical Services	P	P	P	S	C	C	SI to provide specific power requirements for the Toll System. Designer to incorporate into toll facilities design. Contractor to construct power utilities interface, and all power infrastructure.
Traffic Control/Safe work zone	P	P	P	S	N	C	SI to provide Contractor detailed lane closure requirements and schedule for installation and testing.
Signing	P	P	P	C	N	N	All toll signing must be coordinated with and approved by the Mobility Authority. If toll price signs utilize changeable electronic signs, the Contractor will provide the static sign and the SI will provide the electronic insert.
Striping	P	P	P	S	N	C	SI to coordinate striping with pavement loop locations.
Lighting	P	P	P	S	C	S	Roadway and toll location lighting designed by Designer and Provided by contractor. SI to provide lighting requirements in vicinity of toll locations and locations of other Toll System equipment. Designer to confirm that lighting does not obstruct



**ATTACHMENT – C  
TOLL FACILITY AND ITS RESPONSIBILITY MATRIX**

<b>Responsibility Assignment Legend</b>							
<b>Primary Responsibility: P</b>	<b>Support Responsibility: S</b>		<b>Coordination Responsibility Only: C</b>			<b>No Responsibility: N</b>	
<b>Element/Task/Component/ Sub-system</b>	<b>Designer/Contractor</b>			<b>Systems Integrator (SI)</b>			<b>Comments Other Responsibility/Information</b>
	<b>Design</b>	<b>Procure</b>	<b>Install/ Construct</b>	<b>Design</b>	<b>Procure</b>	<b>Install / Construct</b>	
							toll related signing or impede the Toll System.
Landscaping	<b>P</b>	<b>P</b>	<b>P</b>	<b>C</b>	<b>N</b>	<b>N</b>	
Fencing/Guardrail/Bollards/Concrete Barrier	<b>P</b>	<b>P</b>	<b>P</b>	<b>S</b>	<b>C</b>	<b>C</b>	SI to provide requirements for specific equipment clearances for Toll System. Designer to incorporate into roadway design. SI to confirm that design plans meet requirements.
<b>TOLL SYSTEM: LOCATIONS, LAYOUTS, STRUCTURES, MOUNTS/BRACKETS</b>							
Locations and Layouts	<b>P</b>	<b>P</b>	<b>P</b>	<b>S</b>	<b>C</b>	<b>C</b>	SI to provide specific locations for the Toll System, SI to provide requirements for specific lane and facility layouts. Designer to incorporate into Design Packages. SI to review and approve.
Gantries/Foundation/Trusses/Junction boxes/Conduits/Grounding	<b>P</b>	<b>P</b>	<b>P</b>	<b>S</b>	<b>C</b>	<b>S</b>	SI to provide requirements for conduits (for SI installed power and communications cables, including specific requirement for below ground conduits for the loops), junction boxes, and power needs for the Toll System. Designer to incorporate into structural design, including electrical grounding, bonding. Contractor to provide and install junction boxes and conduit pull strings and bell ends for all conduits including conduits going up gantry columns. The Contractor will require SI to sign off on belowground conduits for the loops prior to installation of special pavement structure.
Equipment Mounts on Equipment Brackets/Frames	<b>S</b>	<b>N</b>	<b>C</b>	<b>P</b>	<b>P</b>	<b>P</b>	SI to procure and install all Toll System equipment, and related cable & wiring, including communications from roadside cabinets to the equipment mounted on the gantries. SI to provide requirements for all brackets to designer and frames needed to attach SI procured equipment to Contractor provided truss.
Equipment Brackets/Frames on Gantries	<b>P</b>	<b>P</b>	<b>P</b>	<b>S</b>	<b>N</b>	<b>C</b>	Contractor to provide and install all brackets and frames needed to attach all SI procured equipment. SI to provide locations for installation to the designer. SI to provide requirements for hanger and orientation of hanger mount to gantries.
Pavement structure, including special	<b>P</b>	<b>P</b>	<b>P</b>	<b>S</b>	<b>N</b>	<b>C</b>	SI to provide requirements for special pavement

**ATTACHMENT – C  
TOLL FACILITY AND ITS RESPONSIBILITY MATRIX**

<b>Responsibility Assignment Legend</b>							
<b>Primary Responsibility: P</b>	<b>Support Responsibility: S</b>		<b>Coordination Responsibility Only: C</b>			<b>No Responsibility: N</b>	
<b>Element/Task/Component/ Sub-system</b>	<b>Designer/Contractor</b>			<b>Systems Integrator (SI)</b>			<b>Comments Other Responsibility/Information</b>
	<b>Design</b>	<b>Procure</b>	<b>Install/ Construct</b>	<b>Design</b>	<b>Procure</b>	<b>Install / Construct</b>	
nonferrous zones and conduit stub-outs for in-pavement sensors/loops							structure at toll gantry areas. SI shall coordinate joint spacing to avoid conflicts with loop placement and sign off on riser locations before concrete pour. Designer to assure ferrous objects (i.e. rebar, grates, pipes, etc.) are not in toll revenue collection detection system(s) zone of influence. Contractor to locate loop risers after pavement is poured.
<b>EQUIPMENT CABINETS</b>							
Toll Equipment Cabinets	C	N	S	P	P	P	SI to provide size and number of cabinets needed for Toll System. Designer shall incorporate location into site grading and drainage. SI to procure and install environmentally controlled cabinets. The environmentally controlled enclosures provided by SI must comply with the America Society of Heating, Refrigeration, and Air Conditioning Engineers: Thermal Guidelines for Data Processing Environments. Contractor to provide traffic control devices and safe working conditions for SI during installation of all toll equipment.
Toll Equipment Cabinets Site (TEC) and Roadside Equipment Cabinet Base Slabs	P	P	P	S	N	C	SI to provide requirements for specific equipment weight and anchorages for cabinets to the Designer. Designer to incorporate into Roadway Design. Contractor to install slabs with conduit plumbing.
Facility Security and Security Communications at Toll System locations	C	N	C	P	P	P	SI to provide security communications for all toll system equipment. Designer to incorporate into the Roadway Design. Contractor to provide physical security fence as required by SI around TEC/generators and auxiliary fuel tanks.
<b>TOLL SUB-SYSTEMS</b>							
Automatic Vehicle Identification (AVI) Antennas and Readers	N	N	S	P	P	P	SI to provide AVI System Mounts, Wiring and Cables. SI will perform all AVI system installation and terminations, and to make the connections to the electronics in the cabinets.
Automatic Vehicle Classification and	N	N	S	P	P	P	SI to connect and terminate AVC and/or AVD System mounted on the gantries and/or installed in

**ATTACHMENT – C  
TOLL FACILITY AND ITS RESPONSIBILITY MATRIX**

<b>Responsibility Assignment Legend</b>							
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<b>Element/Task/Component/ Sub-system</b>	<b>Designer/Contractor</b>			<b>Systems Integrator (SI)</b>			<b>Comments Other Responsibility/Information</b>
	<b>Design</b>	<b>Procure</b>	<b>Install/ Construct</b>	<b>Design</b>	<b>Procure</b>	<b>Install / Construct</b>	
Detection (AVC) and (AVD)							the pavement to the electronics in the cabinets.
In-Pavement Sensors/Loops	N	N	S	P	P	P	SI to saw cut pavement, procure, install, and seal pavement sensors with approved sealant. Designer to assure ferrous objects (i.e. rebar, grates, etc.) are not in toll revenue collection detection system(s) zone of influence.
Video Capture Sub-System (VCS/VES) Cameras, Illumination, Sensors and Servers	N	N	S	P	P	P	SI to provide, install, terminate all Video Capture Sub-System (VCS/VES) equipment.
In-Lane Processing Servers and Electronics	N	N	N	P	P	P	SI to provide, install, connect, and terminate all electronics in the cabinet and assures proper communications to the devices on the gantry and/or in the pavement.
<b>POWER DISTRIBUTION SUB-SYSTEM</b>							
Metered power service at each location:	P	P	P	C	N	C	SI to provide power requirements and special requirements for construction of utilities near each Toll System. Designer should incorporate requirements into roadway design. Contractor to provide and install necessary conductors, ducts & junction/pull boxes, bell ends/pull strings and disconnect switch/fuse at the meter.
Power service at each toll location:	C	N	C	P	P	P	The SI shall provide and install all other wiring, switches, surge protection/suppression, etc. for power from the meter for the Toll System equipment. SI will terminate all power wiring from ATS at Toll System
Generators & Automatic Transfer Switches (ATS)	S	N	C	P	P	P	SI to provide generators, ATS, generator cabinets, wiring, connect and terminate all power at the Toll System sites.
Generator Power Source is Natural Gas	P	P	P	S	N	C	If natural gas is available, the Designer shall incorporate the gas lines into the roadway design. Contractor shall provide and install gas lines for incorporation into generator systems. SI to coordinate and provide generator requirements including location for gas feed including location of

**ATTACHMENT – C  
TOLL FACILITY AND ITS RESPONSIBILITY MATRIX**

<b>Responsibility Assignment Legend</b>							
<b>Primary Responsibility: P</b>	<b>Support Responsibility: S</b>		<b>Coordination Responsibility Only: C</b>			<b>No Responsibility: N</b>	
<b>Element/Task/Component/ Sub-system</b>	<b>Designer/Contractor</b>			<b>Systems Integrator (SI)</b>			<b>Comments Other Responsibility/Information</b>
	<b>Design</b>	<b>Procure</b>	<b>Install/ Construct</b>	<b>Design</b>	<b>Procure</b>	<b>Install / Construct</b>	
							gas cut-off valve adjacent to Toll Pad. SI to install feed from generator to cut-off valve.
Generator Power Source is propane or diesel	S	S	S	P	P	P	The SI shall provide and install the propane/diesel tank for the generator if natural gas is not a viable option for the project. If propane is used, contractor will provide pad and conduit feed from the pad to the cut-off valve. Feeder line cut-off valve to be no further than 10' from the toll pad.
Uninterruptible Power Supplies (UPS)	S	N	C	P	P	P	SI to provide and install Uninterruptible Power Supply Systems (UPS) in the cabinets. UPS will be required for the Toll System,
Lightning Protection & Grounding	P	P	P	S	C	C	SI to provide specific requirements for equipment lightning protection and grounding. Designer should incorporate into plans. Contractor to furnish and install required lightning protection and grounding.
<b>COMMUNICATIONS SUB-SYSTEMS</b>							
Conduits/Ducts & Junction/Pull Boxes/Outlets	P	P	P	S	C	S	SI to provide specific Communications design requirements including location of long-radius sweep conduit bends. Designer to incorporate into the roadway design and contractor to install including conduits, junction boxes and bell ends with pull strings. The Contractor shall verify that all duct banks and conduits are clear/proofoed and have pull strings prior to the beginning of the Toll System installation.
Fiber Optic cabling in conduits for Toll System	S	S	S	P	P	P	SI to provide fiber requirements for Toll System. Designer to incorporate into design of backbone and laterals. SI to furnish and install along the corridor from communication hub to cabinets.
Toll Hardware in Cabinets	C	N	C	P	P	P	SI to provide and install all toll hardware within the cabinets. Equipment must be installed in a clean and organized manner and must not be affected by the environmental controls. The SI must provide and install the redundant environmental controls.

**ATTACHMENT – C  
TOLL FACILITY AND ITS RESPONSIBILITY MATRIX**

<b>Responsibility Assignment Legend</b>								
<b>Primary Responsibility: P</b>	<b>Support Responsibility: S</b>			<b>Coordination Responsibility Only: C</b>			<b>No Responsibility: N</b>	
<b>Element/Task/Component/ Sub-system</b>	<b>Designer/Contractor</b>			<b>Systems Integrator (SI)</b>			<b>Comments Other Responsibility/Information</b>	
	<b>Design</b>	<b>Procure</b>	<b>Install/ Construct</b>	<b>Design</b>	<b>Procure</b>	<b>Install / Construct</b>		
Routers	C	N	C	P	P	P	SI to provide, install and configure the routers for connection from hub locations to the Mobility Authority's Traffic Management Center. (TMC)	
Hubs	N	N	C	P	P	P	If applicable.	
Switches	N	N	C	P	P	P	SI to provide, install and configure the switches for connection from hub locations to the Mobility Authority's Traffic Management Center. (TMC)	
Firewalls	N	N	C	P	P	P	SI to provide, install and configure the necessary firewall for the toll system	
Patch/Distribution Panels	N	N	C	P	P	P	SI to provide and install all the necessary patch and distribution panels to provide Fault Tolerant Single Mode Fiber Optic IP-Based Communication System.	
Corridor Communications System	S	N	C	P	P	P	SI to provide Fault Tolerant Single Mode Fiber Optic IP-Based Communication System for Toll Revenue Collection Systems.	
Corridor Communications Conduits	P	P	P	C	N	S	Designer to design for any branch off existing duct bank system including conduit, ground boxes and terminations. Contractor to furnish and install.	
Corridor to Traffic Management Center(TMC)	N	N	N	P	P	P	SI to provide Fault Tolerant IP-Based Communication System to the TMC for Toll Revenue Collection Systems.	
Data/Communications Service to each Tolling Location	N	N	N	P	P	P	SI to install any power and communications cable required to interface between the TEC and the service provider's POI. Contractor responsible for conduit, ground boxes and infrastructure terminations.	
<b>SYSTEMS SERVERS AND SPACE</b>								
Toll Collection Systems Computer(s)	N	N	N	P	P	P		
Support Equipment at CTRMA Offices	N	N	N	P	P	P	SI to provide data and power wiring schematics, equipment rack/cabinet requirement, and elevations, layouts, floor plans, air flow diagrams,	

**ATTACHMENT – C  
TOLL FACILITY AND ITS RESPONSIBILITY MATRIX**

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<b>Element/Task/Component/ Sub-system</b>	<b>Designer/Contractor</b>			<b>Systems Integrator (SI)</b>			<b>Comments Other Responsibility/Information</b>
	<b>Design</b>	<b>Procure</b>	<b>Install/ Construct</b>	<b>Design</b>	<b>Procure</b>	<b>Install / Construct</b>	
							and environmental controls load calculations, electrical power distribution, including grounding, bonding, lightning protection, panel boards, TVSS, circuit breakers conduit, conductors, j-boxes, receptacles.
Systems Servers & Workstations	N	N	C	P	P	P	SI to provide, install and configure all system servers and workstations required at the TMC to support the operations and management of the Project.
Federal Communication Commission License Preparation and Submission	C	N	N	P	P	P	SI to provide all information necessary to acquire FCC Licensing to the Mobility Authority.
<b>DUCT BANK &amp; INTELLIGENT TRANSPORTATION SYSTEMS (ITS) – TXDOT OWNED</b>							
Duct Bank Adjustment & ITS relocations design	P	P	P	N	N	N	Designer is responsible for the design of any necessary ITS relocations including, foundations, conduits, electrical services, grounding circuits, and support structures. Contractor responsible for notifying designer of adjustments needed to any existing duct bank manholes and providing new junction/boxes and manholes if in conflict with the project. Coordination with TxDOT will be required. SI responsible for adjustments to 290E fiber.
Duct Bank Adjustments/new connections	P	P	P	S	N	C	Designer is responsible for designing all manhole adjustments and new manhole ties. Contractor responsible to furnish/install.
Fiber optic cables	N	N	N	P	P	P	Any adjustments to existing 290E cables are SI responsibility.

**ATTACHMENT – C  
TOLL FACILITY AND ITS RESPONSIBILITY MATRIX**

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<b>Element/Task/Component/ Sub-system</b>	<b>Designer/Contractor</b>			<b>Systems Integrator (SI)</b>			<b>Comments Other Responsibility/Information</b>
	<b>Design</b>	<b>Procure</b>	<b>Install/ Construct</b>	<b>Design</b>	<b>Procure</b>	<b>Install / Construct</b>	
Relocation of existing CCTV & DMS foundations, conduits, grounding, camera poles, and electrical services	<b>P</b>	<b>P</b>	<b>P</b>	<b>C</b>	<b>N</b>	<b>C</b>	Designer is responsible for designing the relocation of any existing CCTV and DMS structures and services impacted by the Project Design, including communications and power. Contractor shall be responsible for relocating aforementioned structures/services. Damaged or inoperable equipment shall be moved but not repaired. Coordinate with TxDOT in regards to proper storage of existing devices until time of reinstall.
Relocation of RVSD Stations	<b>P</b>	<b>P</b>	<b>P</b>	<b>C</b>	<b>C</b>	<b>C</b>	Contractor to coordinate with SI for relocation of CTRMA devices and infrastructure related to RVSD.
Relocation of vehicle detector foundations, conduits, loops, grounding, vehicle detector support structures, and electrical services	<b>P</b>	<b>P</b>	<b>P</b>	<b>C</b>	<b>N</b>	<b>C</b>	Designer to coordinate with TxDOT regarding any existing vehicle detectors/loops within the pavement to determine if they will need to be replaced/relocated. The Contractor will replace/relocate detectors/loops unless TxDOT prefers to do the work. Any damaged detectors/loops that are to remain must be replaced by the Contractor. Coordinate with TxDOT in regards to proper storage of existing devices until time of reinstall.

**ATTACHMENT – C  
TOLL FACILITY AND ITS RESPONSIBILITY MATRIX**

<b>Responsibility Assignment Legend</b>							
<b>Primary Responsibility: P</b>	<b>Support Responsibility: S</b>			<b>Coordination Responsibility Only: C</b>			<b>No Responsibility: N</b>
<b>Element/Task/Component/ Sub-system</b>	<b>Designer/Contractor</b>			<b>Systems Integrator (SI)</b>			<b>Comments Other Responsibility/Information</b>
	<b>Design</b>	<b>Procure</b>	<b>Install/ Construct</b>	<b>Design</b>	<b>Procure</b>	<b>Install / Construct</b>	
<b>DUCT BANK &amp; INTELLIGENT TRANSPORTATION SYSTEMS (ITS) – PROPOSED</b>							
Duct Bank	P	P	P	S	N	C	Designer responsible for the design of any new duct bank.
Conduit/Ducts & Junction/Pull Boxes/Outlets	P	P	P	S	C	S	
CCTV Poles and foundations	P	P	P	S	N	C	CCTV poles shop drawing to be reviewed by SI prior to release for fabrication. Design to provide all elements of lightning protection as noted in TxDOT CCTV Pole details. Drilled shafts for CCTV pole to be confirmed in the field by SI prior to being set.
RVSD Poles and foundations	P	P	P	S	N	C	RVSD poles shop drawing to be reviewed by SI prior to release for fabrication.
DMS Support Structures	P	P	P	S	N	C	DMS support structure shop drawings to be reviewed by SI prior to release for fabrication. Designer to provide all elements of lightning protection as noted in TxDOT DMS details.
Fiber Optic Cable	N	N	S	P	P	P	
CCTV Cameras and control equipment	N	N	S	P	P	P	
RVSD and control equipment	N	N	S	P	P	P	
DMS and control equipment	N	N	S	P	P	P	
Metered power service at each location	P	P	P	C	N	C	ITS devices that cannot be pulled off a toll power panel (Generator Backup) will require a dedicated service drop. SI to provide a list of ITS devices which can be fed from proposed or existing toll power panels.



**ATTACHMENT D**  
**FEE SCHEDULE/BUDGET**  
**183A Toll ITS Retrofit**

Intelligent Transportation Systems Implementation  
Work Authorization No. 17

**PRICE SHEET**  
**CTRMA 183 ITS**  
**ITS System Installation/Integration**

Unit Task No.	Description	Price Qty	Extended Unit	Price (US \$'s)	(US \$'s)
<b>System Integration</b>					
1	HW - Materials / Equipment	1	Lot	\$233,897.15	\$233,897.15
2	Program Management	1	Lot	\$30,923.89	\$30,923.89
3	Project Documentation	1	Lot	\$8,851.71	\$8,851.71
4	SW Development	1	Lot	\$0.00	\$0.00
5	System Integration/Testing	1	Lot	\$10,407.90	\$10,407.90
6	Installation	1	Lot	\$94,531.48	\$94,531.48
7	Other-A	1	Lot	\$0.00	\$0.00
8	Other-B	1	Lot	\$0.00	\$0.00
9	Bonding	1	LS	\$0.00	\$0.00
<b>Sub-Total System Integration</b>					<b>\$ 378,612.14</b>
<b>System Maintenance</b>					
M1	Year-1 System Warranty	12	Monthly	\$ -	\$ -
M2	Year-2 System Maintenance	12	Monthly	\$ -	\$ -
M3	Year-3 System Maintenance	12	Monthly	\$ -	\$ -
O1	Year 1 Option	12	Monthly	\$ -	\$ -
<b>TOTAL</b>					<b>\$ 378,612.14</b>

## **ATTACHMENT F**

### **PROJECT SCHEDULE AND MILESTONES**

#### **183A Toll ITS Retrofit**

*(Dates and Durations Subject to Change)*

1. At Notice to Proceed, or upon approval and authorization by the Authority, Kapsch will initiate the procurement process for the required materials and sensors.
2. As referenced in the Scope of Work, it is estimated that Phase A of the project will take 1-2 weeks after Civil work is completed as noted in the assumptions above, not accounting for weather delays, extended review cycles, or procurement lead time delays.
3. As referenced in the Scope of Work, it is estimated that Phase B and C of the project will be completed in 4-6 weeks after Civil work is completed as noted in the assumptions above, not accounting for weather delays, extended review cycles, or procurement lead time delays.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## SPECIAL PROVISION

000---004

### Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. **General.** In addition to the affirmative action requirements of the Special Provision titled "Standard Federal Equal Employment Opportunity Construction Contract Specifications" as set forth elsewhere in this proposal, the Bidder's attention is directed to the specific requirements for utilization of minorities and females as set forth below.

2. **Goals.**

- a. Goals for minority and female participation are hereby established in accordance with 41 CFR 60-4.
- b. The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

<b>Goals for minority participation in each trade (percent)</b>	<b>Goals for female participation in each trade (percent)</b>
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See Table 1

6.9

- c. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Standard Federal Equal Employment Opportunity Construction Contract Specifications Special Provision and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.



- d.** A contractor or subcontractor will be considered in compliance with these provisions by participation in the Texas Highway-Heavy Branch, AGC, Statewide Training and Affirmative Action Plan. Provided that each contractor or subcontractor participating in this plan must individually comply with the equal opportunity clause set forth in 41 CFR 60-1.4 and must make a good faith effort to achieve the goals set forth for each participating trade in the plan in which it has employees. The overall good performance of other contractors and subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the goals contained in these provisions. Contractors or subcontractors participating in the plan must be able to demonstrate their participation and document their compliance with the provisions of this Plan.
- 3. Subcontracting.** The Contractor shall provide written notification to the Department within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation pending concurrence of the Department in the award. The notification shall list the names, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- 4. Covered Area.** As used in this special provision, and in the contract resulting from this solicitation, the geographical area covered by these goals for female participation is the State of Texas. The geographical area covered by these goals for other minorities are the counties in the State of Texas as indicated in Table 1.
- 5. Reports.** The Contractor is hereby notified that he may be subject to the Office of Federal Contract Compliance Programs (OFCCP) reporting and record keeping requirements as provided for under Executive Order 11246 as amended. OFCCP will provide direct notice to the Contractor as to the specific reporting requirements that he will be expected to fulfill.

**Table 1**

<b>County</b>	<b>Goals for Minority Participation</b>	<b>County</b>	<b>Goals for Minority Participation</b>
Anderson	22.5	Concho	20.0
Andrews	18.9	Cooke	17.2
Angelina	22.5	Coryell	16.4
Aransas	44.2	Cottle	11.0
Archer	11.0	Crane	18.9
Armstrong	11.0	Crockett	20.0
Atascosa	49.4	Crosby	19.5
Austin	27.4	Culberson	49.0
Bailey	19.5	Dallam	11.0
Bandera	49.4	Dallas	18.2
Bastrop	24.2	Dawson	19.5
Baylor	11.0	Deaf Smith	11.0
Bee	44.2	Delta	17.2
Bell	16.4	Denton	18.2
Bexar	47.8	DeWitt	27.4
Blanco	24.2	Dickens	19.5
Borden	19.5	Dimmit	49.4
Bosque	18.6	Donley	11.0
Bowie	19.7	Duval	44.2
Brazoria	27.3	Eastland	10.9
Brazos	23.7	Ector	15.1
Brewster	49.0	Edwards	49.4
Briscoe	11.0	Ellis	18.2
Brooks	44.2	El Paso	57.8
Brown	10.9	Erath	17.2
Burleson	27.4	Falls	18.6
Burnet	24.2	Fannin	17.2
Caldwell	24.2	Fayette	27.4
Calhoun	27.4	Fisher	10.9
Callahan	11.6	Floyd	19.5
Cameron	71.0	Foard	11.0
Camp	20.2	Fort Bend	27.3
Carson	11.0	Franklin	17.2
Cass	20.2	Freestone	18.6
Castro	11.0	Frio	49.4
Chambers	27.4	Gaines	19.5
Cherokee	22.5	Galveston	28.9
Childress	11.0	Garza	19.5
Clay	12.4	Gillespie	49.4
Cochran	19.5	Glasscock	18.9
Coke	20.0	Goliad	27.4
Coleman	10.9	Gonzales	49.4
Collin	18.2	Gray	11.0
Collingsworth	11.0	Grayson	9.4
Colorado	27.4	Gregg	22.8
Comal	47.8	Grimes	27.4
Comanche	10.9	Guadalupe	47.8

<b>County</b>	<b>Goals for Minority Participation</b>	<b>County</b>	<b>Goals for Minority Participation</b>
Hale	19.5	Lavaca	27.4
Hall	11.0	Lee	24.2
Hamilton	18.6	Leon	27.4
Hansford	11.0	Liberty	27.3
Hardeman	11.0	Limestone	18.6
Hardin	22.6	Lipscomb	11.0
Harris	27.3	Live Oak	44.2
Harrison	22.8	Llano	24.2
Hartley	11.0	Loving	18.9
Haskell	10.9	Lubbock	19.6
Hays	24.1	Lynn	19.5
Hemphill	11.0	Madison	27.4
Henderson	22.5	Marion	22.5
Hidalgo	72.8	Martin	18.9
Hill	18.6	Mason	20.0
Hockley	19.5	Matagorda	27.4
Hood	18.2	Maverick	49.4
Hopkins	17.2	McCulloch	20.0
Houston	22.5	McLennan	20.7
Howard	18.9	McMullen	49.4
Hudspeth	49.0	Medina	49.4
Hunt	17.2	Menard	20.0
Hutchinson	11.0	Midland	19.1
Irion	20.0	Milam	18.6
Jack	17.2	Mills	18.6
Jackson	27.4	Mitchell	10.9
Jasper	22.6	Montague	17.2
Jeff Davis	49.0	Montgomery	27.3
Jefferson	22.6	Moore	11.0
Jim Hogg	49.4	Morris	20.2
Jim Wells	44.2	Motley	19.5
Johnson	18.2	Nacogdoches	22.5
Jones	11.6	Navarro	17.2
Karnes	49.4	Newton	22.6
Kaufman	18.2	Nolan	10.9
Kendall	49.4	Nueces	41.7
Kenedy	44.2	Ochiltree	11.0
Kent	10.9	Oldham	11.0
Kerr	49.4	Orange	22.6
Kimble	20.0	Palo Pinto	17.2
King	19.5	Panola	22.5
Kinney	49.4	Parker	18.2
Kleberg	44.2	Parmer	11.0
Knox	10.9	Pecos	18.9
Lamar	20.2	Polk	27.4
Lamb	19.5	Potter	9.3
Lampasas	18.6	Presidio	49.0
LaSalle	49.4	Rains	17.2

<b>County</b>	<b>Goals for Minority Participation</b>	<b>County</b>	<b>Goals for Minority Participation</b>
Randall	9.3	Webb	87.3
Reagan	20.0	Wharton	27.4
Real	49.4	Wheeler	11.0
Red River	20.2	Wichita	12.4
Reeves	18.9	Wilbarger	11.0
Refugio	44.2	Willacy	72.9
Roberts	11.0	Williamson	24.1
Robertson	27.4	Wilson	49.4
Rockwall	18.2	Winkler	18.9
Runnels	20.0	Wise	18.2
Rusk	22.5	Wood	22.5
Sabine	22.6	Yoakum	19.5
San Augustine	22.5	Young	11.0
San Jacinto	27.4	Zapata	49.4
San Patricio	41.7	Zavala	49.4
San Saba	20.0		
Schleicher	20.0		
Scurry	10.9		
Shackelford	10.9		
Shelby	22.5		
Sherman	11.0		
Smith	23.5		
Somervell	17.2		
Starr	72.9		
Stephens	10.9		
Sterling	20.0		
Stonewall	10.9		
Sutton	20.0		
Swisher	11.0		
Tarrant	18.2		
Taylor	11.6		
Terrell	20.0		
Terry	19.5		
Throckmorton	10.9		
Titus	20.2		
Tom Green	19.2		
Travis	24.1		
Trinity	27.4		
Tyler	22.6		
Upshur	22.5		
Upton	18.9		
Uvalde	49.4		
Val Verde	49.4		
Van Zandt	17.2		
Victoria	27.4		
Walker	27.4		
Waller	27.3		
Ward	18.9		
Washington	27.4		

## **SPECIAL PROVISION**

**000---006**

### **Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);  
and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under

the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or any Federal procurement contracting officer. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c.** Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d.** Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral Process has impeded the Contractor's efforts to meet its obligations.
- e.** Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f.** Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and Collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g.** Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h.** Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i.** Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of

applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j.** Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
  - k.** Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l.** Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m.** Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n.** Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o.** Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p.** Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8.** Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9.** A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both



minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- 10.** Nondiscrimination programs require that Federal-aid recipients, subrecipients, and contractors prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs and activities are federally funded or not. The factors prohibited from serving as a basis for action or inaction which discriminates include race, color, national origin, sex, age, and handicap/disability. The efforts to prevent discrimination must address, but not be limited to a program's impacts, access, benefits, participation, treatment, services, contracting opportunities, training opportunities, investigations of complaints, allocations of funds, prioritization of projects, and the functions of right-of-way, research, planning, and design.
- 11.** The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12.** The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13.** The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 14.** The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15.** Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- 16.** In addition to the reporting requirements set forth elsewhere in this contract, the Contractor and the subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is per-formed, employment data as contained under Form PR 1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

## **SPECIAL PROVISION**

**000---009**

### **Certification of Nondiscrimination in Employment**

By signing this proposal, the bidder certifies that he has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, or if he has not participated in a previous contract of this type, or if he has had previous contract or subcontracts and has not filed, he will file with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

The wage rates listed are those predetermined by the Secretary of Labor and State Statute to be the minimum wages paid. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed must be submitted to the Engineer for approval. IMPORTANT NOTICE FOR STATE PROJECTS; only the controlling wage rate zone applies to the contract. Effective 1-4-2013

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX07 1/4/13	ZONE TX08 1/4/13	ZONE TX11 1/4/13	ZONE TX12 1/4/13	ZONE TX14 1/4/13	ZONE TX16 1/4/13	ZONE TX18 1/4/13	ZONE TX34 1/4/13	ZONE TX35 1/4/13	ZONE TX37 1/4/13	ZONE TX38 1/4/13	ZONE TX40 1/4/13	ZONE TX41 1/4/13	ZONE TX54 1/4/13	ZONE TX56 1/4/13	ZONE TX63 1/4/13
1428	Agricultural Tractor Operator						\$12.69					\$12.35			\$11.75		
1300	Asphalt Distributor Operator	\$14.87	\$13.48	\$13.88			\$15.55	\$15.72	\$13.28	\$15.32	\$15.62	\$14.36	\$14.25	\$14.03	\$13.75	\$14.06	\$14.40
1303	Asphalt Paving Machine Operator	\$13.40	\$12.25	\$12.35	\$13.87		\$14.36	\$14.20	\$13.26	\$13.99	\$14.68	\$12.92	\$13.44	\$12.53	\$14.00	\$14.32	\$12.99
1106	Asphalt Raker	\$12.28	\$10.61	\$12.02	\$14.21		\$12.12	\$11.64	\$11.44	\$12.69	\$12.05	\$11.34	\$11.67	\$11.40	\$12.59	\$12.36	
1112	Batching Plant Operator, Asphalt																
1115	Batching Plant Operator, Concrete																
1214	Blaster																
1615	Boom Truck Operator						\$18.36										
1444	Boring Machine Operator																
1305	Broom or Sweeper Operator	\$11.21	\$10.33	\$10.08			\$11.04	\$11.62		\$11.74	\$11.41	\$10.30		\$10.23	\$10.60	\$12.68	\$11.05
1144	Communications Cable Installer																
1124	Concrete Finisher, Paving and Structures	\$13.55	\$12.46	\$13.16	\$12.85		\$12.56	\$12.77	\$12.44	\$14.12	\$13.04	\$13.38		\$12.80	\$12.79	\$12.98	\$13.32
1318	Concrete Pavement Finishing Machine Operator						\$15.48			\$16.05		\$19.31				\$13.07	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator											\$16.34				\$11.71	
1333	Concrete Saw Operator									\$14.48	\$17.33					\$13.99	
1399	Concrete/Gunite Pump Operator																
1344	Crane Operator, Hydraulic 80 tons or less						\$18.36			\$18.12	\$18.04	\$20.21			\$18.63	\$13.86	
1345	Crane Operator, Hydraulic Over 80 Tons																
1342	Crane Operator, Lattice Boom 80 Tons or Less	\$16.82	\$14.39	\$13.85			\$15.87			\$17.27		\$14.67			\$16.42	\$14.97	
1343	Crane Operator, Lattice Boom Over 80 Tons						\$19.38			\$20.52		\$17.49			\$25.13	\$15.80	
1306	Crawler Tractor Operator	\$13.96	\$16.63	\$13.62			\$15.67			\$14.07	\$13.15	\$13.38			\$14.60	\$13.68	\$13.50
1351	Crusher or Screen Plant Operator																
1446	Directional Drilling Locator						\$11.67										
1445	Directional Drilling Operator						\$17.24										
1139	Electrician	\$20.96		\$19.87			\$26.35		\$20.27	\$19.80		\$20.92				\$27.11	
1347	Excavator Operator, 50,000 pounds or less	\$13.46	\$12.56	\$13.67			\$12.88	\$14.38	\$13.49	\$17.19		\$13.88			\$14.09	\$12.71	\$14.42
1348	Excavator Operator, Over 50,000 pounds		\$15.23	\$13.52			\$17.71			\$16.99	\$18.80	\$16.22				\$14.53	
1150	Flagger	\$9.30	\$9.10	\$8.50		\$8.81	\$9.45	\$8.70		\$10.06	\$9.71	\$9.03		\$9.08	\$9.90	\$10.33	\$8.10
1151	Form Builder/Setter, Structures	\$13.52	\$12.30	\$13.38	\$12.91	\$12.71	\$12.87	\$12.38	\$12.26	\$13.84	\$12.98	\$13.07	\$13.61	\$12.82	\$14.73	\$12.23	\$12.25
1160	Form Setter, Paving & Curb	\$12.36	\$12.16	\$13.93	\$11.83	\$10.71	\$12.94			\$13.16	\$12.54	\$11.33	\$10.69		\$13.33	\$12.34	
1360	Foundation Drill Operator, Crawler Mounted									\$17.99						\$17.43	
1363	Foundation Drill Operator, Truck Mounted		\$16.86	\$22.05			\$16.93			\$21.07	\$20.20	\$20.76		\$17.54	\$21.39	\$15.89	
1369	Front End Loader Operator, 3 CY or Less	\$12.28	\$13.49	\$13.40			\$13.04	\$13.15	\$13.29	\$13.69	\$12.64	\$12.89			\$13.51	\$13.32	\$12.17
1372	Front End Loader Operator, Over 3 CY	\$12.77	\$13.69	\$12.33			\$13.21	\$12.86	\$13.57	\$14.72	\$13.75	\$12.32			\$13.19	\$13.17	
1329	Joint Sealer																
1172	Laborer, Common	\$10.30	\$9.86	\$10.08	\$10.51	\$10.71	\$10.50	\$10.24	\$10.58	\$10.72	\$10.45	\$10.30	\$10.25	\$10.03	\$10.54	\$11.02	\$10.15
1175	Laborer, Utility	\$11.80	\$11.53	\$12.70	\$12.17	\$11.81	\$12.27	\$12.11	\$11.33	\$12.32	\$11.80	\$11.53	\$11.23	\$11.50	\$11.95	\$11.73	\$12.37
1346	Loader/Backhoe Operator	\$14.18	\$12.77	\$12.97	\$15.68		\$14.12			\$15.18	\$13.58	\$12.87		\$13.21	\$14.13	\$14.29	

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX07 1/4/13	ZONE TX08 1/4/13	ZONE TX11 1/4/13	ZONE TX12 1/4/13	ZONE TX14 1/4/13	ZONE TX16 1/4/13	ZONE TX18 1/4/13	ZONE TX34 1/4/13	ZONE TX35 1/4/13	ZONE TX37 1/4/13	ZONE TX38 1/4/13	ZONE TX40 1/4/13	ZONE TX41 1/4/13	ZONE TX54 1/4/13	ZONE TX56 1/4/13	ZONE TX63 1/4/13
1187	Mechanic	\$20.14	\$15.47	\$17.47			\$17.10			\$17.68	\$18.94	\$18.58		\$16.61	\$18.46	\$16.96	
1380	Milling Machine Operator	\$15.54	\$14.64	\$12.22			\$14.18			\$14.32	\$14.35	\$12.86			\$14.75	\$13.53	
1390	Motor Grader Operator, Fine Grade	\$17.49	\$16.52	\$16.88			\$18.51	\$16.69	\$16.13	\$17.19	\$18.35	\$17.07	\$17.74	\$17.47	\$17.08	\$15.69	\$20.01
1393	Motor Grader Operator, Rough	\$16.15	\$14.62	\$15.83		\$17.07	\$14.63	\$18.50		\$16.02	\$16.44	\$15.12		\$14.47	\$17.39	\$14.23	\$15.53
1413	Off Road Hauler			\$10.08			\$11.88			\$12.25		\$12.23			\$13.00	\$14.60	
1196	Painter, Structures						\$18.34						\$21.29			\$18.62	
1396	Pavement Marking Machine Operator	\$16.42		\$13.10			\$19.17	\$12.01		\$13.63	\$14.60	\$13.17		\$16.65	\$10.54	\$11.18	
1443	Percussion or Rotary Drill Operator																
1202	Piledriver																\$14.95
1205	Pipelayer		\$11.87	\$14.64			\$12.79		\$11.37	\$13.24	\$12.66	\$13.24	\$11.17	\$11.67		\$12.12	
1384	Reclaimer/Pulverizer Operator	\$12.85					\$12.88			\$11.01		\$10.46					
1500	Reinforcing Steel Worker	\$13.50	\$14.07	\$17.53			\$14.00			\$16.18	\$12.74	\$15.83		\$17.10		\$15.15	
1402	Roller Operator, Asphalt	\$10.95		\$11.96			\$12.78	\$11.61		\$13.08	\$12.36	\$11.68			\$11.71	\$11.95	\$11.50
1405	Roller Operator, Other	\$10.36		\$10.44			\$10.50	\$11.64		\$11.51	\$10.59	\$10.30		\$12.04	\$12.85	\$11.57	
1411	Scraper Operator	\$10.61	\$11.07	\$10.85			\$12.27		\$11.12	\$12.96	\$11.88	\$12.43		\$11.22	\$13.95	\$13.47	
1417	Self-Propelled Hammer Operator																
1194	Servicer	\$13.98	\$12.34	\$14.11			\$14.51	\$15.56	\$13.44	\$14.58	\$14.31	\$13.83		\$12.43	\$13.72	\$13.97	
1513	Sign Erector																
1708	Slurry Seal or Micro-Surfacing Machine Operator																
1341	Small Slipform Machine Operator									\$15.96							
1515	Spreader Box Operator	\$12.60		\$13.12			\$14.04			\$14.73	\$13.84	\$13.68		\$13.45	\$11.83	\$13.58	
1705	Structural Steel Welder															\$12.85	
1509	Structural Steel Worker						\$19.29									\$14.39	
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker						\$16.00										
1440	Trenching Machine Operator, Heavy						\$18.48										
1437	Trenching Machine Operator, Light																
1609	Truck Driver Lowboy-Float	\$14.46	\$13.63	\$13.41	\$15.00	\$15.93	\$15.66			\$16.24	\$16.39	\$14.30	\$16.62	\$15.63	\$14.28	\$16.03	
1612	Truck Driver Transit-Mix									\$14.14							
1600	Truck Driver, Single Axle	\$12.74	\$10.82	\$10.75			\$11.79	\$13.53	\$13.16	\$12.31	\$13.40	\$10.30	\$11.61		\$11.97	\$11.46	
1606	Truck Driver, Single or Tandem Axle Dump Truck	\$11.33	\$14.53	\$11.95			\$11.68		\$14.06	\$12.62	\$11.45	\$12.28		\$13.08	\$11.68	\$11.48	\$11.10
1607	Truck Driver, Tandem Axle Tractor with Semi Trailer	\$12.49	\$12.12	\$12.50			\$12.81	\$13.16		\$12.86	\$16.22	\$12.50			\$13.80	\$12.27	
1441	Tunneling Machine Operator, Heavy																
1442	Tunneling Machine Operator, Light																
1706	Welder		\$14.02				\$15.97		\$13.74	\$14.84					\$13.78		
1520	Work Zone Barricade Servicer	\$10.30	\$12.88	\$11.46	\$11.70		\$11.85	\$10.77		\$11.68	\$12.20	\$11.22	\$11.51	\$12.96	\$10.54	\$11.67	

**Notes:**

Any worker employed on this project shall be paid at the rate of one and one half (1-1/2) times the regular rate for every hour worked in excess of forty (40) hours per week.

The titles and descriptions for the classifications listed here are further detailed in the AGC of Texas' *Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas*. AGC will make it available on its Web site for any contractor.

**TEXAS COUNTIES IDENTIFIED BY  
WAGE RATE ZONES: 7, 8, 11, 12, 14, 16, 18, 34, 35, 37, 38, 40, 41, 54, 56, 63**

County Name	Zone	County Name	Zone	County Name	Zone	County Name	Zone
Anderson	38	Donley	54	Karnes	37	Reagan	54
Andrews	54	Duval	41	Kaufman	35	Real	54
Angelina	38	Eastland	54	Kendall	16	Red River	38
Aransas	40	Ector	7	Kenedy	41	Reeves	18
Archer	35	Edwards	18	Kent	54	Refugio	37
Armstrong	7	El Paso	34	Kerr	37	Roberts	54
Atascosa	16	Ellis	35	Kimble	54	Robertson	16
Austin	56	Erath	38	King	54	Rockwall	35
Bailey	54	Falls	38	Kinney	18	Runnels	54
Bandera	16	Fannin	38	Kleberg	37	Rusk	11
Bastrop	16	Fayette	37	Knox	54	Sabine	38
Baylor	54	Fisher	54	Lamar	38	San Augustine	38
Bee	37	Floyd	54	Lamb	54	San Jacinto	56
Bell	16	Foard	54	Lampasas	16	San Patricio	40
Bexar	16	Fort Bend	56	LaSalle	41	San Saba	54
Blanco	37	Franklin	38	Lavaca	37	Schleicher	54
Borden	54	Freestone	38	Lee	37	Scurry	54
Bosque	38	Frio	37	Leon	38	Shackelford	54
Bowie	11	Gaines	54	Liberty	56	Shelby	38
Brazoria	56	Galveston	56	Limestone	38	Sherman	54
Brazos	16	Garza	54	Lipscomb	54	Smith	11
Brewster	18	Gillespie	37	Live Oak	37	Somervell	38
Briscoe	54	Glasscock	54	Llano	37	Starr	41
Brooks	41	Goliad	40	Loving	54	Stephens	54
Brown	54	Gonzales	37	Lubbock	7	Sterling	54
Burleson	16	Gray	54	Lynn	54	Stonewall	54
Burnet	37	Grayson	35	Madison	38	Sutton	18
Caldwell	16	Gregg	11	Marion	38	Swisher	54
Calhoun	40	Grimes	38	Martin	54	Tarrant	35
Callahan	35	Guadalupe	16	Mason	37	Taylor	7
Cameron	8	Hale	54	Matagorda	37	Terrell	18
Camp	38	Hall	54	Maverick	41	Terry	54
Carson	7	Hamilton	38	McCulloch	54	Throckmorton	54
Cass	38	Hansford	54	McLennan	16	Titus	38
Castro	54	Hardeman	54	McMullen	41	Tom Green	7
Chambers	56	Hardin	56	Medina	16	Travis	16
Cherokee	38	Harris	56	Menard	54	Trinity	38
Childress	54	Harrison	63	Midland	7	Tyler	38
Clay	35	Hartley	54	Milam	38	Upshur	11
Cochran	54	Haskell	54	Mills	54	Upton	54
Coke	54	Hays	16	Mitchell	54	Uvalde	41
Coleman	54	Hemphill	54	Montague	54	Val Verde	18
Collin	35	Henderson	38	Montgomery	56	Van Zandt	38
Collingsworth	54	Hidalgo	8	Moore	54	Victoria	14
Colorado	37	Hill	38	Morris	38	Walker	38
Comal	16	Hockley	54	Motley	54	Waller	56
Comanche	54	Hood	38	Nacogdoches	38	Ward	54
Concho	54	Hopkins	38	Navarro	38	Washington	38
Cooke	54	Houston	38	Newton	38	Webb	8
Coryell	16	Howard	54	Nolan	54	Wharton	37
Cottle	54	Hudspeth	18	Nueces	40	Wheeler	54
Crane	54	Hunt	35	Ochiltree	54	Wichita	12
Crockett	18	Hutchinson	54	Oldham	54	Wilbarger	54
Crosby	7	Irion	7	Orange	56	Willacy	41
Culberson	18	Jack	38	Palo Pinto	38	Williamson	16
Dallam	54	Jackson	37	Panola	38	Wilson	16
Dallas	35	Jasper	38	Parker	35	Winkler	54
Dawson	54	Jeff Davis	18	Parmer	54	Wise	35
Deaf Smith	54	Jefferson	56	Pecos	18	Wood	38
Delta	35	Jim Hogg	41	Polk	38	Yoakum	54
Denton	35	Jim Wells	37	Potter	7	Young	54
DeWitt	37	Johnson	35	Presidio	18	Zapata	41
Dickens	54	Jones	35	Rains	38	Zavala	41
Dimmit	41			Randall	7		

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



## **SPECIAL PROVISION**

**000--1966**

### **Disadvantaged Business Enterprise in Federal Aid Contracts**

- 1. Description.** The purpose of this Special Provision is to carry out the U. S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by individuals who are determined to be socially and economically disadvantaged can compete fairly for DOT assisted contracts. If the Disadvantaged Business Enterprise (DBE) goal is greater than zero, Article A, "Disadvantaged Business Enterprise in Federal Aid Contracts", of this Special Provision shall apply to this contract. If there is no DBE goal, Article B, "Race-Neutral DBE Participation", of this Special Provision shall apply to this contract. The percentage goal for DBE participation in the work to be performed under this contract will be shown on the proposal.

#### **A. Article A. Disadvantaged Business Enterprise in Federal Aid Contracts.**

- 1. Policy.** It is the policy of the DOT and the Texas Department of Transportation (henceforth the "Department") that DBEs, as defined in 49 CFR Part 26, Subpart A and the Department's DBE Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. The DBE requirements of 49 CFR Part 26, and the Department's DBE Program, apply to this contract as follows:
  - a.** The Contractor will solicit DBEs through reasonable and available means, as defined in 49 CFR Part 26, Appendix A and the Department's DBE Program, or show a good faith effort to meet the DBE goal for this contract.
  - b.** The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
  - c.** The requirements of this Special Provision shall be physically included in any subcontract.
  - d.** By signing the contract proposal, the Bidder is certifying that the DBE goal as stated in the proposal will be met by obtaining commitments from eligible DBEs or that the Bidder will provide acceptable evidence of good faith effort to meet the commitment. The Department will determine the adequacy of a Contractor's efforts to meet the contract goal, within 10 business days,

excluding national holidays, from receipt of the information outlined in this Special Provision under Section 1.A.3, "Contractor's Responsibilities." If the requirements of Section 1.A.3 are met, the conditional situation will be removed and the contract will be forwarded to the Contractor for execution.

## **2. Definitions.**

- a.** "Broker" is an intermediary or middleman that does not take possession of a commodity or act as a regular dealer selling to the public.
- b.** "Disadvantaged Business Enterprise" or "DBE" is defined in the standard specifications, Article 1, Definition of Terms.
- c.** "DBE Joint Venture" means an association of a DBE firm and 1 or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.
- d.** "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).
- e.** "Federal Aid Contract" is any contract between the Texas Department of Transportation and a Contractor which is paid for in whole or in part with DOT financial assistance.
- f.** "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
- g.** "Manufacturer" is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications."
- h.** "Race-conscious" means a measure or program that is focused specifically on assisting only DBEs, including women-owned businesses.
- i.** "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.
- j.** "Regular Dealer" is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages in, as its principal business and under its own name, the purchase and sale or lease of the products in question.

A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns and operates distribution equipment for the products. Any supplementing of regular dealers own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions shall not be regarded as a regular dealer.

- k. "Texas Unified Certification Program" or "TUCP" provides one-stop shopping to applicants for certification, such that applicants are required to apply only once for a DBE certification that will be honored by all recipients of federal funds in the state. The TUCP by Memorandum of Agreement established six member entities to serve as certifying agents for Texas in specified regions.

**3. Contractor's Responsibilities.** These requirements must be satisfied by the Contractor.

- a. After conditional award of the contract, the Contractor shall submit a completed Form SMS.4901 "DBE Commitment Agreement", Form SMS 4901-T "DBE Trucking Commitment Agreement", or Form SMS.4901-MS "DBE Material & Supplier Commitment Agreement" for each DBE he/she intends to use to satisfy the DBE goal or a good faith effort to explain why the goal could not be reached, so as to arrive in the Department's Office of Civil Rights (OCR) in Austin, Texas not later than 5:00 p.m. on the 10<sup>th</sup> business day, excluding national holidays, after the conditional award of the contract. When requested, additional time, not to exceed 7 business days, excluding national holidays, may be granted based on documentation submitted by the Contractor.
- b. DBE prime Contractors may receive credit toward the DBE goal for work performed by his/her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported on Form SMS.4902.
- c. A Contractor who cannot meet the contract goal, in whole or in part, shall make adequate good faith efforts to obtain DBE participation as so stated and defined in 49 CFR Part 26, Appendix A. The following is a list of the types of action 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.
  - Soliciting through all reasonable and available means (e.g. attendance at prebid meetings, advertising, and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.

- Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform the work items with its own forces.
- Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Negotiating in good faith with interested DBEs to make a portion of the work available to DBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiations includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional cost involved in finding and using DBEs is not in itself sufficient reason for a bidders failure to meet the Contract DBE goal as long as such cost are reasonable. Also, the ability or desire of the Contractor to perform the work of the Contract with its own organization does not relieve the Bidder of the responsibility to make good faith effort. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate cause for the rejection or non-solicitation of bids and the Contractors efforts to meet the project goal.
- Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- If the Program Manager of the OCR determines that the Contractor has failed to meet the good faith effort requirements, the Contractor will be given an opportunity for reconsideration by the Director of the OCR.
- d. Should the bidder to whom the contract is conditionally awarded refuse, neglect or fail to meet the DBE goal or comply with good faith effort requirements, the proposal guaranty filed with the bid shall become the property of the state, not as a penalty, but as liquidated damages to the Department.
- e. The preceding information shall be submitted directly to the Office of Civil Rights, Texas Department of Transportation, 125 E. 11th Street, Austin, Texas 78701-2483.
- f. The Contractor shall not terminate for convenience a DBE subcontractor named in the commitment submitted under Section 1.A.3.a, of this Special Provision. Prior to terminating or removing a DBE subcontractor named in the commitment, the Contractor must have a written consent of the Department.
- g. The Contractor shall also make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE, to the extent needed to meet the contract goal. The Contractor shall submit a completed Form 4901 “DBE Commitment Agreement”, Form SMS 4901-T “DBE Trucking Commitment Agreement”, or Form SMS.4901-MS “DBE Material & Supplier Commitment Agreement” for the substitute DBE firm(s). Any substitution of DBEs shall be subject to approval by the Department. Prior to approving the substitution, the Department will request a statement from the DBE concerning it being replaced.
- h. The Contractor shall designate a DBE liaison officer who will administer the Contractor’s DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.
- i. Contractors are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

#### **4. Eligibility of DBEs.**

- a. The member entities of the TUCP certify the eligibility of DBEs and DBE joint ventures to perform DBE subcontract work on DOT financially assisted contracts.
- b. The Department maintains the Texas Unified Certification Program DBE Directory containing the names of firms that have been certified to be eligible to participate as DBE’s on DOT financially assisted contracts. This Directory is available from the Department’s OCR. An update of the Directory can be found on the Internet at <http://www.dot.state.tx.us/business/tucp/default.htm>.

- c. Only DBE firms certified at the time commitments are submitted are eligible to be used in the information furnished by the Contractor as required under Section 1.A.3.a. and 3.g. above. For purposes of the DBE goal on this project, DBEs will only be allowed to perform work in the categories of work for which they are certified.
  - d. Only DBE firms certified at the time of execution of a contract/subcontract/purchase order, are eligible for DBE goal participation.
5. **Determination of DBE Participation.** When a DBE participates in a contract, only the values of the work actually performed by the DBE, as referenced below, shall be counted by the prime contractor toward DBE goals:
- a. The total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
  - b. A Contractor may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.
    - (1) A Contractor may count toward its DBE goal only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract or purchase order. A DBE is considered to perform a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

In accordance with 49 CFR Part 26, Appendix A, guidance concerning Good Faith Efforts, contractors may make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services. Contractors may not however, negotiate the price of materials or supplies used on the contract by the DBE, nor may they determine quality and quantity, order the materials themselves, nor install the materials (where applicable), or pay for the material themselves. Contractors however, may share the quotations they receive from the material supplier with the DBE firm, so that the DBE firm may negotiate a reasonable price with the material supplier.

**In all cases, prime or other non-DBE subcontractor assistance will not be credited toward the DBE goal.**

- (2) 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.

Consistent with industry practices and the DOT/Department's DBE program, a DBE subcontractor may enter into second-tier subcontracts, amounting up to 70% of their contract. Work subcontracted to a non-DBE does not count towards DBE goals. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF

- (3) A DBE trucking firm (including an owner operator who is certified as a DBE is considered to be performing a CUF when the DBE is responsible for the management and supervision of the entire trucking operation on a particular contract and the DBE itself owns and operates at least 1 fully licensed, insured, and operational truck used on the contract.
- (a) The Contractor receives credit for the total value of the transportation services the DBE provides on a contract using trucks it owns, insures, and operates using drivers it employs.
  - (b) The DBE may lease trucks from another DBE firm, including an owner operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
  - (c) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by the DBE-owned trucks on the contract. Additional participation by non-DBE lessees receive credit only for the fee or commission it receives as result of the lease arrangement
  - (d) A lease must indicate that the DBE has exclusive use of and control over the trucks giving the DBE absolute priority for use of the leased trucks. Leased trucks must display the name and identification number of the DBE.
- (4) When a DBE is presumed not to be performing a CUF the DBE may present evidence to rebut this presumption.
- (5) Project materials or supplies acquired from an affiliate of the prime contractor can not directly or indirectly (2<sup>nd</sup> or lower tier subcontractor) be used for DBE goal credit.

c. A Contractor may count toward its DBE goals expenditures for materials and supplies obtained from a DBE manufacturer, provided that the DBE assumes the actual and contractual responsibility for the materials and supplies. Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

- (1) If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. (Definition of a DBE manufacturer found at 1A.c.(1) of this provision.)

For purposes of this Section (1.A.c.(1)), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

- (2) If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals.

For purposes of this Section (1.A.5.c.(2)), a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business:

- (A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in the first paragraph under Section 1.A.5.c.(2), if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
- (C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of Section 1.A.5.c.(2).

- (3) With respect to materials or supplies purchased from DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services.



Do not count any portion of the cost of the materials and supplies themselves toward DBE goals.

- (4) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- d. If the Contractor chooses to assist a DBE firm, other than a manufacturing material supplier or regular dealer, and the DBE firm accepts the assistance, the Contractor may act solely as a guarantor by use of a two-party check for payment of materials to be used on the project by the DBE. The material supplier must invoice the DBE who will present the invoice to the Contractor. The Contractor may issue a joint check to the DBE and the material supplier and the DBE firm must issue the remittance to the material supplier. No funds shall go directly from the Contractor to the material supplier. The DBE firm may accept or reject this joint checking arrangement.

The Contractor must obtain approval from the Department prior to implementing the use of joint check arrangements with the DBE. Submit to the Department, Joint Check Approval Form 2178 for requesting approval. Provide copies of cancelled joint checks upon request. No DBE goal credit will be allowed for the cost of DBE materials that are paid by the Contractor directly to the material supplier.

- e. No DBE goal credit will be allowed for supplies and equipment the DBE subcontractor leases from the contractor or its affiliates.
- f. No DBE goal credit will be allowed for the period of time determined by the Department that the DBE was not performing a CUF. The denial period of time may occur before or after a determination has been made by the department. In case of the denial of credit for non-performance of a CUF of a DBE, the Contractor will be required to provide a substitute DBE to meet the contract goal or provide an adequate good faith effort when applicable.

## **6. Records and Reports.**

- a. The Contractor shall submit monthly reports, after work begins, on DBE payments to meet the DBE goal and for DBE or HUB race-neutral participation. Report payments made to non-DBE HUBs. The monthly report is to be sent to the Area Engineer. These reports will be due within 15 days after the end of a calendar month. These reports will be required until all DBE subcontracting or material supply activity is completed. Form SMS.4903, "DBE Progress Report," is to be used for monthly reporting. Form SMS.4904, "DBE Final Report," is to be used as a final summary of DBE payments submitted upon completion of the project.

The original final report must be submitted to the OCR and a copy must be submitted to the Area Engineer. These forms may be obtained from the Department or may be reproduced by the Contractor. The Department may verify the amounts being reported as paid to DBEs by requesting copies of cancelled checks paid to DBEs on a random basis. Cancelled checks and invoices should reference the Department's project number.

- b. DBE subcontractors and/or material suppliers should be identified on the monthly report by Vendor Number, name, and the amount of actual payment made to each during the monthly period. Negative reports are required when no activity has occurred in a monthly period.
  - c. All such records must be retained for a period of 3 years following completion of the contract work, and shall be available at reasonable times and places for inspection by authorized representatives of the Department or the DOT. Provide copies of subcontracts or agreements and other documentation upon request.
  - d. Prior to receiving final payment, the Contractor shall submit Form SMS.4904, "DBE Final Report". If the DBE goal requirement is not met, documentation supporting Good Faith Efforts, as outlined in Section 1.A.3.c of this Special Provision, must be submitted with the "DBE Final Report."
  - e. Provide a certification of prompt payment in accordance with the Department's prompt payment procedure to certify that all subcontractors and suppliers were paid from the previous months payments and retainage was released for those whose work is complete. Submit the completed form each month and the month following the month when final acceptance occurred at the end of the project.
7. **Compliance of Contractor.** To ensure that DBE requirements of this DOT assisted contract are complied with, the Department will monitor the Contractor's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of monthly reports submitted to the Area Engineer by the Contractor indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted on the project site by the Department.

The Contractor shall receive credit toward the DBE goal based on actual payments to the DBE subcontractor. The Contractor shall notify the Area Engineer if he/she withholds or reduces payment to any DBE subcontractor. The Contractor shall submit an affidavit detailing the DBE subcontract payments prior to receiving final payment for the contract.

Contractors' requests for substitutions of DBE subcontractors shall be accompanied by a detailed explanation which should substantiate the need for a substitution. The Contractor may not be allowed to count work on those items being substituted toward the DBE goal prior to approval of the substitution from the Department.

The prime Contractor is prohibited from providing work crews and equipment to DBEs. DBE Goal credit for the DBE subcontractors leasing of equipment or purchasing of supplies from the prime contractor or its affiliates is not allowed.

When a DBE subcontractor named in the commitment under Section 1.A.3.a. of this Special Provision, is terminated or fails to complete its work on the contract for any reason, the prime contractor is required to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal.

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

Forward Form 2371, "DBE Trucking Credit Worksheet," completed by the DBE trucker every month DBE credit is used.

**B. Article B. Race-Neutral Disadvantaged Business Enterprise Participation.** It is the policy of the DOT that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Contractor will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontractors financed in whole or in part with Federal funds. Race-Neutral DBE and non-DBE HUB participation on projects with no DBE goal shall be reported on Form SMS.4903, "DBE or HUB Progress Report" and submitted to the Area Engineer each month and at project completion. Payments to DBEs reported on Form SMS.4903 are subject to the requirements of Section 1.A.5, "Determination of DBE Participation."

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Project: 183A Toll – ITS Retrofit  
County: Travis/Williamson

**DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS**

The following goal for disadvantaged business enterprises is established:

DBE – 8%

Certification of DBE Goal Attainment

By signing the work authorization, the Toll System Integrator (SI) certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substantiate the attempt to meet the goal.

Failure to comply commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the work authorization.

## **COMPLIANCE WITH BUY AMERICA REQUIREMENTS**

Toll Systems Integrator shall comply with the Federal Highway Administration (FHWA) Buy America Requirement in 23 CFR 635.410, which permits FHWA participation in the Contract only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the price under the Contract.

Concurrently with execution of the Contract, the Toll System Integrator has completed and submitted, or shall complete and submit, to the Mobility Authority a Buy America Certificate, in format below. After submittal, the Toll System Integrator is bound by its original certification.

A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this Contract be investigated, the Toll System Integrator has the burden of proof to establish that it is in compliance.

At the Toll System Integrator's request, the Mobility Authority may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, the Toll System Integrator certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Mobility Authority. A request for a waiver shall be treated as a Request for Change Order under the Contract.

The undersigned certifies on behalf of itself and all proposed Subcontractors (at all tiers) that only domestic steel and iron will be used in the Project.

A. Toll System Integrator shall comply with the Federal Highway Administration (“FHWA”) Buy America Requirements of 23 CFR 635.410, which permits FHWA participation in the Design-Bid-Build Contract only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States, and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the Contract Price.

B. A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this Design-Bid-Build Contract be investigated, the Contractor has the burden of proof to establish that it is in compliance.

C. At Toll System Integrator’s request, the Mobility Authority may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However Toll System Integrator certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Mobility Authority.

<b>PROPOSER</b>	
<b>SIGNATURE</b>	
<b>NAME (printed or typed)</b>	
<b>TITLE</b>	
<b>DATE</b>	

## **CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

By signing and submitting its proposal or bid, and by executing the Agreement or Subcontract, the Toll System Integrator and Contractor (at all tiers) shall be deemed to have signed and delivered the following:

1. The Toll System Integrator/Contractor certifies, to the best of its knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of **ANY** Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with **THIS** Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Contract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. Toll System Integrator/Contractor shall require that the language of this certification be included in all lower tier Contracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

**NOTE: EACH CONTRACTOR IS REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN CONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH CONTRACTOR BEING PAID \$100,000 OR MORE.**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under



this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## SPECIAL PROVISION

000---004

### Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. **General.** In addition to the affirmative action requirements of the Special Provision titled "Standard Federal Equal Employment Opportunity Construction Contract Specifications" as set forth elsewhere in this proposal, the Bidder's attention is directed to the specific requirements for utilization of minorities and females as set forth below.

2. **Goals.**

- a. Goals for minority and female participation are hereby established in accordance with 41 CFR 60-4.
- b. The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

<b>Goals for minority participation in each trade (percent)</b>	<b>Goals for female participation in each trade (percent)</b>
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See Table 1

6.9

- c. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Standard Federal Equal Employment Opportunity Construction Contract Specifications Special Provision and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- d.** A contractor or subcontractor will be considered in compliance with these provisions by participation in the Texas Highway-Heavy Branch, AGC, Statewide Training and Affirmative Action Plan. Provided that each contractor or subcontractor participating in this plan must individually comply with the equal opportunity clause set forth in 41 CFR 60-1.4 and must make a good faith effort to achieve the goals set forth for each participating trade in the plan in which it has employees. The overall good performance of other contractors and subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the goals contained in these provisions. Contractors or subcontractors participating in the plan must be able to demonstrate their participation and document their compliance with the provisions of this Plan.
- 3. Subcontracting.** The Contractor shall provide written notification to the Department within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation pending concurrence of the Department in the award. The notification shall list the names, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- 4. Covered Area.** As used in this special provision, and in the contract resulting from this solicitation, the geographical area covered by these goals for female participation is the State of Texas. The geographical area covered by these goals for other minorities are the counties in the State of Texas as indicated in Table 1.
- 5. Reports.** The Contractor is hereby notified that he may be subject to the Office of Federal Contract Compliance Programs (OFCCP) reporting and record keeping requirements as provided for under Executive Order 11246 as amended. OFCCP will provide direct notice to the Contractor as to the specific reporting requirements that he will be expected to fulfill.

**Table 1**

<b>County</b>	<b>Goals for Minority Participation</b>	<b>County</b>	<b>Goals for Minority Participation</b>
Anderson	22.5	Concho	20.0
Andrews	18.9	Cooke	17.2
Angelina	22.5	Coryell	16.4
Aransas	44.2	Cottle	11.0
Archer	11.0	Crane	18.9
Armstrong	11.0	Crockett	20.0
Atascosa	49.4	Crosby	19.5
Austin	27.4	Culberson	49.0
Bailey	19.5	Dallam	11.0
Bandera	49.4	Dallas	18.2
Bastrop	24.2	Dawson	19.5
Baylor	11.0	Deaf Smith	11.0
Bee	44.2	Delta	17.2
Bell	16.4	Denton	18.2
Bexar	47.8	DeWitt	27.4
Blanco	24.2	Dickens	19.5
Borden	19.5	Dimmit	49.4
Bosque	18.6	Donley	11.0
Bowie	19.7	Duval	44.2
Brazoria	27.3	Eastland	10.9
Brazos	23.7	Ector	15.1
Brewster	49.0	Edwards	49.4
Briscoe	11.0	Ellis	18.2
Brooks	44.2	El Paso	57.8
Brown	10.9	Erath	17.2
Burleson	27.4	Falls	18.6
Burnet	24.2	Fannin	17.2
Caldwell	24.2	Fayette	27.4
Calhoun	27.4	Fisher	10.9
Callahan	11.6	Floyd	19.5
Cameron	71.0	Foard	11.0
Camp	20.2	Fort Bend	27.3
Carson	11.0	Franklin	17.2
Cass	20.2	Freestone	18.6
Castro	11.0	Frio	49.4
Chambers	27.4	Gaines	19.5
Cherokee	22.5	Galveston	28.9
Childress	11.0	Garza	19.5
Clay	12.4	Gillespie	49.4
Cochran	19.5	Glasscock	18.9
Coke	20.0	Goliad	27.4
Coleman	10.9	Gonzales	49.4
Collin	18.2	Gray	11.0
Collingsworth	11.0	Grayson	9.4
Colorado	27.4	Gregg	22.8
Comal	47.8	Grimes	27.4
Comanche	10.9	Guadalupe	47.8

<b>County</b>	<b>Goals for Minority Participation</b>	<b>County</b>	<b>Goals for Minority Participation</b>
Hale	19.5	Lavaca	27.4
Hall	11.0	Lee	24.2
Hamilton	18.6	Leon	27.4
Hansford	11.0	Liberty	27.3
Hardeman	11.0	Limestone	18.6
Hardin	22.6	Lipscomb	11.0
Harris	27.3	Live Oak	44.2
Harrison	22.8	Llano	24.2
Hartley	11.0	Loving	18.9
Haskell	10.9	Lubbock	19.6
Hays	24.1	Lynn	19.5
Hemphill	11.0	Madison	27.4
Henderson	22.5	Marion	22.5
Hidalgo	72.8	Martin	18.9
Hill	18.6	Mason	20.0
Hockley	19.5	Matagorda	27.4
Hood	18.2	Maverick	49.4
Hopkins	17.2	McCulloch	20.0
Houston	22.5	McLennan	20.7
Howard	18.9	McMullen	49.4
Hudspeth	49.0	Medina	49.4
Hunt	17.2	Menard	20.0
Hutchinson	11.0	Midland	19.1
Irion	20.0	Milam	18.6
Jack	17.2	Mills	18.6
Jackson	27.4	Mitchell	10.9
Jasper	22.6	Montague	17.2
Jeff Davis	49.0	Montgomery	27.3
Jefferson	22.6	Moore	11.0
Jim Hogg	49.4	Morris	20.2
Jim Wells	44.2	Motley	19.5
Johnson	18.2	Nacogdoches	22.5
Jones	11.6	Navarro	17.2
Karnes	49.4	Newton	22.6
Kaufman	18.2	Nolan	10.9
Kendall	49.4	Nueces	41.7
Kenedy	44.2	Ochiltree	11.0
Kent	10.9	Oldham	11.0
Kerr	49.4	Orange	22.6
Kimble	20.0	Palo Pinto	17.2
King	19.5	Panola	22.5
Kinney	49.4	Parker	18.2
Kleberg	44.2	Parmer	11.0
Knox	10.9	Pecos	18.9
Lamar	20.2	Polk	27.4
Lamb	19.5	Potter	9.3
Lampasas	18.6	Presidio	49.0
LaSalle	49.4	Rains	17.2

<b>County</b>	<b>Goals for Minority Participation</b>	<b>County</b>	<b>Goals for Minority Participation</b>
Randall	9.3	Webb	87.3
Reagan	20.0	Wharton	27.4
Real	49.4	Wheeler	11.0
Red River	20.2	Wichita	12.4
Reeves	18.9	Wilbarger	11.0
Refugio	44.2	Willacy	72.9
Roberts	11.0	Williamson	24.1
Robertson	27.4	Wilson	49.4
Rockwall	18.2	Winkler	18.9
Runnels	20.0	Wise	18.2
Rusk	22.5	Wood	22.5
Sabine	22.6	Yoakum	19.5
San Augustine	22.5	Young	11.0
San Jacinto	27.4	Zapata	49.4
San Patricio	41.7	Zavala	49.4
San Saba	20.0		
Schleicher	20.0		
Scurry	10.9		
Shackelford	10.9		
Shelby	22.5		
Sherman	11.0		
Smith	23.5		
Somervell	17.2		
Starr	72.9		
Stephens	10.9		
Sterling	20.0		
Stonewall	10.9		
Sutton	20.0		
Swisher	11.0		
Tarrant	18.2		
Taylor	11.6		
Terrell	20.0		
Terry	19.5		
Throckmorton	10.9		
Titus	20.2		
Tom Green	19.2		
Travis	24.1		
Trinity	27.4		
Tyler	22.6		
Upshur	22.5		
Upton	18.9		
Uvalde	49.4		
Val Verde	49.4		
Van Zandt	17.2		
Victoria	27.4		
Walker	27.4		
Waller	27.3		
Ward	18.9		
Washington	27.4		



## **SPECIAL PROVISION**

**000---006**

### **Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);  
and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under

the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or any Federal procurement contracting officer. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral Process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and Collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of

applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j.** Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
  - k.** Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l.** Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m.** Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n.** Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o.** Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p.** Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8.** Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9.** A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both

minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- 10.** Nondiscrimination programs require that Federal-aid recipients, subrecipients, and contractors prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs and activities are federally funded or not. The factors prohibited from serving as a basis for action or inaction which discriminates include race, color, national origin, sex, age, and handicap/disability. The efforts to prevent discrimination must address, but not be limited to a program's impacts, access, benefits, participation, treatment, services, contracting opportunities, training opportunities, investigations of complaints, allocations of funds, prioritization of projects, and the functions of right-of-way, research, planning, and design.
- 11.** The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12.** The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13.** The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 14.** The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15.** Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- 16.** In addition to the reporting requirements set forth elsewhere in this contract, the Contractor and the subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form PR 1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

## **SPECIAL PROVISION**

**000---009**

### **Certification of Nondiscrimination in Employment**

By signing this proposal, the bidder certifies that he has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, or if he has not participated in a previous contract of this type, or if he has had previous contract or subcontracts and has not filed, he will file with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

The wage rates listed are those predetermined by the Secretary of Labor and State Statute to be the minimum wages paid. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed must be submitted to the Engineer for approval. IMPORTANT NOTICE FOR STATE PROJECTS; only the controlling wage rate zone applies to the contract. Effective 1-4-2013

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX07 1/4/13	ZONE TX08 1/4/13	ZONE TX11 1/4/13	ZONE TX12 1/4/13	ZONE TX14 1/4/13	ZONE TX16 1/4/13	ZONE TX18 1/4/13	ZONE TX34 1/4/13	ZONE TX35 1/4/13	ZONE TX37 1/4/13	ZONE TX38 1/4/13	ZONE TX40 1/4/13	ZONE TX41 1/4/13	ZONE TX54 1/4/13	ZONE TX56 1/4/13	ZONE TX63 1/4/13
1428	Agricultural Tractor Operator						\$12.69					\$12.35			\$11.75		
1300	Asphalt Distributor Operator	\$14.87	\$13.48	\$13.88			\$15.55	\$15.72	\$13.28	\$15.32	\$15.62	\$14.36	\$14.25	\$14.03	\$13.75	\$14.06	\$14.40
1303	Asphalt Paving Machine Operator	\$13.40	\$12.25	\$12.35	\$13.87		\$14.36	\$14.20	\$13.26	\$13.99	\$14.68	\$12.92	\$13.44	\$12.53	\$14.00	\$14.32	\$12.99
1106	Asphalt Raker	\$12.28	\$10.61	\$12.02	\$14.21		\$12.12	\$11.64	\$11.44	\$12.69	\$12.05	\$11.34	\$11.67	\$11.40	\$12.59	\$12.36	
1112	Batching Plant Operator, Asphalt																
1115	Batching Plant Operator, Concrete																
1214	Blaster																
1615	Boom Truck Operator						\$18.36										
1444	Boring Machine Operator																
1305	Broom or Sweeper Operator	\$11.21	\$10.33	\$10.08			\$11.04	\$11.62		\$11.74	\$11.41	\$10.30		\$10.23	\$10.60	\$12.68	\$11.05
1144	Communications Cable Installer																
1124	Concrete Finisher, Paving and Structures	\$13.55	\$12.46	\$13.16	\$12.85		\$12.56	\$12.77	\$12.44	\$14.12	\$13.04	\$13.38		\$12.80	\$12.79	\$12.98	\$13.32
1318	Concrete Pavement Finishing Machine Operator						\$15.48			\$16.05		\$19.31				\$13.07	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator											\$16.34				\$11.71	
1333	Concrete Saw Operator									\$14.48	\$17.33					\$13.99	
1399	Concrete/Gunite Pump Operator																
1344	Crane Operator, Hydraulic 80 tons or less						\$18.36			\$18.12	\$18.04	\$20.21			\$18.63	\$13.86	
1345	Crane Operator, Hydraulic Over 80 Tons																
1342	Crane Operator, Lattice Boom 80 Tons or Less	\$16.82	\$14.39	\$13.85			\$15.87			\$17.27		\$14.67			\$16.42	\$14.97	
1343	Crane Operator, Lattice Boom Over 80 Tons						\$19.38			\$20.52		\$17.49			\$25.13	\$15.80	
1306	Crawler Tractor Operator	\$13.96	\$16.63	\$13.62			\$15.67			\$14.07	\$13.15	\$13.38			\$14.60	\$13.68	\$13.50
1351	Crusher or Screen Plant Operator																
1446	Directional Drilling Locator						\$11.67										
1445	Directional Drilling Operator						\$17.24										
1139	Electrician	\$20.96		\$19.87			\$26.35		\$20.27	\$19.80		\$20.92				\$27.11	
1347	Excavator Operator, 50,000 pounds or less	\$13.46	\$12.56	\$13.67			\$12.88	\$14.38	\$13.49	\$17.19		\$13.88			\$14.09	\$12.71	\$14.42
1348	Excavator Operator, Over 50,000 pounds		\$15.23	\$13.52			\$17.71			\$16.99	\$18.80	\$16.22				\$14.53	
1150	Flagger	\$9.30	\$9.10	\$8.50		\$8.81	\$9.45	\$8.70		\$10.06	\$9.71	\$9.03		\$9.08	\$9.90	\$10.33	\$8.10
1151	Form Builder/Setter, Structures	\$13.52	\$12.30	\$13.38	\$12.91	\$12.71	\$12.87	\$12.38	\$12.26	\$13.84	\$12.98	\$13.07	\$13.61	\$12.82	\$14.73	\$12.23	\$12.25
1160	Form Setter, Paving & Curb	\$12.36	\$12.16	\$13.93	\$11.83	\$10.71	\$12.94			\$13.16	\$12.54	\$11.33	\$10.69		\$13.33	\$12.34	
1360	Foundation Drill Operator, Crawler Mounted									\$17.99						\$17.43	
1363	Foundation Drill Operator, Truck Mounted		\$16.86	\$22.05			\$16.93			\$21.07	\$20.20	\$20.76		\$17.54	\$21.39	\$15.89	
1369	Front End Loader Operator, 3 CY or Less	\$12.28	\$13.49	\$13.40			\$13.04	\$13.15	\$13.29	\$13.69	\$12.64	\$12.89			\$13.51	\$13.32	\$12.17
1372	Front End Loader Operator, Over 3 CY	\$12.77	\$13.69	\$12.33			\$13.21	\$12.86	\$13.57	\$14.72	\$13.75	\$12.32			\$13.19	\$13.17	
1329	Joint Sealer																
1172	Laborer, Common	\$10.30	\$9.86	\$10.08	\$10.51	\$10.71	\$10.50	\$10.24	\$10.58	\$10.72	\$10.45	\$10.30	\$10.25	\$10.03	\$10.54	\$11.02	\$10.15
1175	Laborer, Utility	\$11.80	\$11.53	\$12.70	\$12.17	\$11.81	\$12.27	\$12.11	\$11.33	\$12.32	\$11.80	\$11.53	\$11.23	\$11.50	\$11.95	\$11.73	\$12.37
1346	Loader/Backhoe Operator	\$14.18	\$12.77	\$12.97	\$15.68		\$14.12			\$15.18	\$13.58	\$12.87		\$13.21	\$14.13	\$14.29	



CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX07 1/4/13	ZONE TX08 1/4/13	ZONE TX11 1/4/13	ZONE TX12 1/4/13	ZONE TX14 1/4/13	ZONE TX16 1/4/13	ZONE TX18 1/4/13	ZONE TX34 1/4/13	ZONE TX35 1/4/13	ZONE TX37 1/4/13	ZONE TX38 1/4/13	ZONE TX40 1/4/13	ZONE TX41 1/4/13	ZONE TX54 1/4/13	ZONE TX56 1/4/13	ZONE TX63 1/4/13
1187	Mechanic	\$20.14	\$15.47	\$17.47			\$17.10			\$17.68	\$18.94	\$18.58		\$16.61	\$18.46	\$16.96	
1380	Milling Machine Operator	\$15.54	\$14.64	\$12.22			\$14.18			\$14.32	\$14.35	\$12.86			\$14.75	\$13.53	
1390	Motor Grader Operator, Fine Grade	\$17.49	\$16.52	\$16.88			\$18.51	\$16.69	\$16.13	\$17.19	\$18.35	\$17.07	\$17.74	\$17.47	\$17.08	\$15.69	\$20.01
1393	Motor Grader Operator, Rough	\$16.15	\$14.62	\$15.83		\$17.07	\$14.63	\$18.50		\$16.02	\$16.44	\$15.12		\$14.47	\$17.39	\$14.23	\$15.53
1413	Off Road Hauler			\$10.08			\$11.88			\$12.25		\$12.23			\$13.00	\$14.60	
1196	Painter, Structures						\$18.34						\$21.29			\$18.62	
1396	Pavement Marking Machine Operator	\$16.42		\$13.10			\$19.17	\$12.01		\$13.63	\$14.60	\$13.17		\$16.65	\$10.54	\$11.18	
1443	Percussion or Rotary Drill Operator																
1202	Piledriver																\$14.95
1205	Pipelayer		\$11.87	\$14.64			\$12.79		\$11.37	\$13.24	\$12.66	\$13.24	\$11.17	\$11.67		\$12.12	
1384	Reclaimer/Pulverizer Operator	\$12.85					\$12.88			\$11.01		\$10.46					
1500	Reinforcing Steel Worker	\$13.50	\$14.07	\$17.53			\$14.00			\$16.18	\$12.74	\$15.83		\$17.10		\$15.15	
1402	Roller Operator, Asphalt	\$10.95		\$11.96			\$12.78	\$11.61		\$13.08	\$12.36	\$11.68			\$11.71	\$11.95	\$11.50
1405	Roller Operator, Other	\$10.36		\$10.44			\$10.50	\$11.64		\$11.51	\$10.59	\$10.30		\$12.04	\$12.85	\$11.57	
1411	Scraper Operator	\$10.61	\$11.07	\$10.85			\$12.27		\$11.12	\$12.96	\$11.88	\$12.43		\$11.22	\$13.95	\$13.47	
1417	Self-Propelled Hammer Operator																
1194	Servicer	\$13.98	\$12.34	\$14.11			\$14.51	\$15.56	\$13.44	\$14.58	\$14.31	\$13.83		\$12.43	\$13.72	\$13.97	
1513	Sign Erector																
1708	Slurry Seal or Micro-Surfacing Machine Operator																
1341	Small Slipform Machine Operator									\$15.96							
1515	Spreader Box Operator	\$12.60		\$13.12			\$14.04			\$14.73	\$13.84	\$13.68		\$13.45	\$11.83	\$13.58	
1705	Structural Steel Welder																\$12.85
1509	Structural Steel Worker						\$19.29										\$14.39
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker						\$16.00										
1440	Trenching Machine Operator, Heavy						\$18.48										
1437	Trenching Machine Operator, Light																
1609	Truck Driver Lowboy-Float	\$14.46	\$13.63	\$13.41	\$15.00	\$15.93	\$15.66			\$16.24	\$16.39	\$14.30	\$16.62	\$15.63	\$14.28	\$16.03	
1612	Truck Driver Transit-Mix									\$14.14							
1600	Truck Driver, Single Axle	\$12.74	\$10.82	\$10.75			\$11.79	\$13.53	\$13.16	\$12.31	\$13.40	\$10.30	\$11.61		\$11.97	\$11.46	
1606	Truck Driver, Single or Tandem Axle Dump Truck	\$11.33	\$14.53	\$11.95			\$11.68		\$14.06	\$12.62	\$11.45	\$12.28		\$13.08	\$11.68	\$11.48	\$11.10
1607	Truck Driver, Tandem Axle Tractor with Semi Trailer	\$12.49	\$12.12	\$12.50			\$12.81	\$13.16		\$12.86	\$16.22	\$12.50			\$13.80	\$12.27	
1441	Tunneling Machine Operator, Heavy																
1442	Tunneling Machine Operator, Light																
1706	Welder		\$14.02				\$15.97		\$13.74	\$14.84					\$13.78		
1520	Work Zone Barricade Servicer	\$10.30	\$12.88	\$11.46	\$11.70		\$11.85	\$10.77		\$11.68	\$12.20	\$11.22	\$11.51	\$12.96	\$10.54	\$11.67	

**Notes:**

Any worker employed on this project shall be paid at the rate of one and one half (1-1/2) times the regular rate for every hour worked in excess of forty (40) hours per week.

The titles and descriptions for the classifications listed here are further detailed in the AGC of Texas' *Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas*. AGC will make it available on its Web site for any contractor.

**TEXAS COUNTIES IDENTIFIED BY  
WAGE RATE ZONES: 7, 8, 11, 12, 14, 16, 18, 34, 35, 37, 38, 40, 41, 54, 56, 63**

County Name	Zone	County Name	Zone	County Name	Zone	County Name	Zone
Anderson	38	Donley	54	Karnes	37	Reagan	54
Andrews	54	Duval	41	Kaufman	35	Real	54
Angelina	38	Eastland	54	Kendall	16	Red River	38
Aransas	40	Ector	7	Kenedy	41	Reeves	18
Archer	35	Edwards	18	Kent	54	Refugio	37
Armstrong	7	El Paso	34	Kerr	37	Roberts	54
Atascosa	16	Ellis	35	Kimble	54	Robertson	16
Austin	56	Erath	38	King	54	Rockwall	35
Bailey	54	Falls	38	Kinney	18	Runnels	54
Bandera	16	Fannin	38	Kleberg	37	Rusk	11
Bastrop	16	Fayette	37	Knox	54	Sabine	38
Baylor	54	Fisher	54	Lamar	38	San Augustine	38
Bee	37	Floyd	54	Lamb	54	San Jacinto	56
Bell	16	Foard	54	Lampasas	16	San Patricio	40
Bexar	16	Fort Bend	56	LaSalle	41	San Saba	54
Blanco	37	Franklin	38	Lavaca	37	Schleicher	54
Borden	54	Freestone	38	Lee	37	Scurry	54
Bosque	38	Frio	37	Leon	38	Shackelford	54
Bowie	11	Gaines	54	Liberty	56	Shelby	38
Brazoria	56	Galveston	56	Limestone	38	Sherman	54
Brazos	16	Garza	54	Lipscomb	54	Smith	11
Brewster	18	Gillespie	37	Live Oak	37	Somervell	38
Briscoe	54	Glasscock	54	Llano	37	Starr	41
Brooks	41	Goliad	40	Loving	54	Stephens	54
Brown	54	Gonzales	37	Lubbock	7	Sterling	54
Burleson	16	Gray	54	Lynn	54	Stonewall	54
Burnet	37	Grayson	35	Madison	38	Sutton	18
Caldwell	16	Gregg	11	Marion	38	Swisher	54
Calhoun	40	Grimes	38	Martin	54	Tarrant	35
Callahan	35	Guadalupe	16	Mason	37	Taylor	7
Cameron	8	Hale	54	Matagorda	37	Terrell	18
Camp	38	Hall	54	Maverick	41	Terry	54
Carson	7	Hamilton	38	McCulloch	54	Throckmorton	54
Cass	38	Hansford	54	McLennan	16	Titus	38
Castro	54	Hardeman	54	McMullen	41	Tom Green	7
Chambers	56	Hardin	56	Medina	16	Travis	16
Cherokee	38	Harris	56	Menard	54	Trinity	38
Childress	54	Harrison	63	Midland	7	Tyler	38
Clay	35	Hartley	54	Milam	38	Upshur	11
Cochran	54	Haskell	54	Mills	54	Upton	54
Coke	54	Hays	16	Mitchell	54	Uvalde	41
Coleman	54	Hemphill	54	Montague	54	Val Verde	18
Collin	35	Henderson	38	Montgomery	56	Van Zandt	38
Collingsworth	54	Hidalgo	8	Moore	54	Victoria	14
Colorado	37	Hill	38	Morris	38	Walker	38
Comal	16	Hockley	54	Motley	54	Waller	56
Comanche	54	Hood	38	Nacogdoches	38	Ward	54
Concho	54	Hopkins	38	Navarro	38	Washington	38
Cooke	54	Houston	38	Newton	38	Webb	8
Coryell	16	Howard	54	Nolan	54	Wharton	37
Cottle	54	Hudspeth	18	Nueces	40	Wheeler	54
Crane	54	Hunt	35	Ochiltree	54	Wichita	12
Crockett	18	Hutchinson	54	Oldham	54	Wilbarger	54
Crosby	7	Irion	7	Orange	56	Willacy	41
Culberson	18	Jack	38	Palo Pinto	38	Williamson	16
Dallam	54	Jackson	37	Panola	38	Wilson	16
Dallas	35	Jasper	38	Parker	35	Winkler	54
Dawson	54	Jeff Davis	18	Parmer	54	Wise	35
Deaf Smith	54	Jefferson	56	Pecos	18	Wood	38
Delta	35	Jim Hogg	41	Polk	38	Yoakum	54
Denton	35	Jim Wells	37	Potter	7	Young	54
DeWitt	37	Johnson	35	Presidio	18	Zapata	41
Dickens	54	Jones	35	Rains	38	Zavala	41
Dimmit	41			Randall	7		

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## **SPECIAL PROVISION**

**000--1966**

### **Disadvantaged Business Enterprise in Federal Aid Contracts**

- 1. Description.** The purpose of this Special Provision is to carry out the U. S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by individuals who are determined to be socially and economically disadvantaged can compete fairly for DOT assisted contracts. If the Disadvantaged Business Enterprise (DBE) goal is greater than zero, Article A, "Disadvantaged Business Enterprise in Federal Aid Contracts", of this Special Provision shall apply to this contract. If there is no DBE goal, Article B, "Race-Neutral DBE Participation", of this Special Provision shall apply to this contract. The percentage goal for DBE participation in the work to be performed under this contract will be shown on the proposal.

#### **A. Article A. Disadvantaged Business Enterprise in Federal Aid Contracts.**

- 1. Policy.** It is the policy of the DOT and the Texas Department of Transportation (henceforth the "Department") that DBEs, as defined in 49 CFR Part 26, Subpart A and the Department's DBE Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. The DBE requirements of 49 CFR Part 26, and the Department's DBE Program, apply to this contract as follows:
  - a.** The Contractor will solicit DBEs through reasonable and available means, as defined in 49 CFR Part 26, Appendix A and the Department's DBE Program, or show a good faith effort to meet the DBE goal for this contract.
  - b.** The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
  - c.** The requirements of this Special Provision shall be physically included in any subcontract.
  - d.** By signing the contract proposal, the Bidder is certifying that the DBE goal as stated in the proposal will be met by obtaining commitments from eligible DBEs or that the Bidder will provide acceptable evidence of good faith effort to meet the commitment. The Department will determine the adequacy of a Contractor's efforts to meet the contract goal, within 10 business days,

excluding national holidays, from receipt of the information outlined in this Special Provision under Section 1.A.3, "Contractor's Responsibilities." If the requirements of Section 1.A.3 are met, the conditional situation will be removed and the contract will be forwarded to the Contractor for execution.

## **2. Definitions.**

- a.** "Broker" is an intermediary or middleman that does not take possession of a commodity or act as a regular dealer selling to the public.
- b.** "Disadvantaged Business Enterprise" or "DBE" is defined in the standard specifications, Article 1, Definition of Terms.
- c.** "DBE Joint Venture" means an association of a DBE firm and 1 or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.
- d.** "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).
- e.** "Federal Aid Contract" is any contract between the Texas Department of Transportation and a Contractor which is paid for in whole or in part with DOT financial assistance.
- f.** "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
- g.** "Manufacturer" is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications."
- h.** "Race-conscious" means a measure or program that is focused specifically on assisting only DBEs, including women-owned businesses.
- i.** "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.
- j.** "Regular Dealer" is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages in, as its principal business and under its own name, the purchase and sale or lease of the products in question.

A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns and operates distribution equipment for the products. Any supplementing of regular dealers own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions shall not be regarded as a regular dealer.

- k. "Texas Unified Certification Program" or "TUCP" provides one-stop shopping to applicants for certification, such that applicants are required to apply only once for a DBE certification that will be honored by all recipients of federal funds in the state. The TUCP by Memorandum of Agreement established six member entities to serve as certifying agents for Texas in specified regions.

**3. Contractor's Responsibilities.** These requirements must be satisfied by the Contractor.

- a. After conditional award of the contract, the Contractor shall submit a completed Form SMS.4901 "DBE Commitment Agreement", Form SMS 4901-T "DBE Trucking Commitment Agreement", or Form SMS.4901-MS "DBE Material & Supplier Commitment Agreement" for each DBE he/she intends to use to satisfy the DBE goal or a good faith effort to explain why the goal could not be reached, so as to arrive in the Department's Office of Civil Rights (OCR) in Austin, Texas not later than 5:00 p.m. on the 10<sup>th</sup> business day, excluding national holidays, after the conditional award of the contract. When requested, additional time, not to exceed 7 business days, excluding national holidays, may be granted based on documentation submitted by the Contractor.
- b. DBE prime Contractors may receive credit toward the DBE goal for work performed by his/her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported on Form SMS.4902.
- c. A Contractor who cannot meet the contract goal, in whole or in part, shall make adequate good faith efforts to obtain DBE participation as so stated and defined in 49 CFR Part 26, Appendix A. The following is a list of the types of action 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.
  - Soliciting through all reasonable and available means (e.g. attendance at prebid meetings, advertising, and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.

- Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform the work items with its own forces.
- Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Negotiating in good faith with interested DBEs to make a portion of the work available to DBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiations includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional cost involved in finding and using DBEs is not in itself sufficient reason for a bidders failure to meet the Contract DBE goal as long as such cost are reasonable. Also, the ability or desire of the Contractor to perform the work of the Contract with its own organization does not relieve the Bidder of the responsibility to make good faith effort. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate cause for the rejection or non-solicitation of bids and the Contractors efforts to meet the project goal.
- Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.



- If the Program Manager of the OCR determines that the Contractor has failed to meet the good faith effort requirements, the Contractor will be given an opportunity for reconsideration by the Director of the OCR.
- d. Should the bidder to whom the contract is conditionally awarded refuse, neglect or fail to meet the DBE goal or comply with good faith effort requirements, the proposal guaranty filed with the bid shall become the property of the state, not as a penalty, but as liquidated damages to the Department.
- e. The preceding information shall be submitted directly to the Office of Civil Rights, Texas Department of Transportation, 125 E. 11th Street, Austin, Texas 78701-2483.
- f. The Contractor shall not terminate for convenience a DBE subcontractor named in the commitment submitted under Section 1.A.3.a, of this Special Provision. Prior to terminating or removing a DBE subcontractor named in the commitment, the Contractor must have a written consent of the Department.
- g. The Contractor shall also make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE, to the extent needed to meet the contract goal. The Contractor shall submit a completed Form 4901 “DBE Commitment Agreement”, Form SMS 4901-T “DBE Trucking Commitment Agreement”, or Form SMS.4901-MS “DBE Material & Supplier Commitment Agreement” for the substitute DBE firm(s). Any substitution of DBEs shall be subject to approval by the Department. Prior to approving the substitution, the Department will request a statement from the DBE concerning it being replaced.
- h. The Contractor shall designate a DBE liaison officer who will administer the Contractor’s DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.
- i. Contractors are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

**4. Eligibility of DBEs.**

- a. The member entities of the TUCP certify the eligibility of DBEs and DBE joint ventures to perform DBE subcontract work on DOT financially assisted contracts.
- b. The Department maintains the Texas Unified Certification Program DBE Directory containing the names of firms that have been certified to be eligible to participate as DBE’s on DOT financially assisted contracts. This Directory is available from the Department’s OCR. An update of the Directory can be found on the Internet at <http://www.dot.state.tx.us/business/tucp/default.htm>.

- c. Only DBE firms certified at the time commitments are submitted are eligible to be used in the information furnished by the Contractor as required under Section 1.A.3.a. and 3.g. above. For purposes of the DBE goal on this project, DBEs will only be allowed to perform work in the categories of work for which they are certified.
  - d. Only DBE firms certified at the time of execution of a contract/subcontract/purchase order, are eligible for DBE goal participation.
5. **Determination of DBE Participation.** When a DBE participates in a contract, only the values of the work actually performed by the DBE, as referenced below, shall be counted by the prime contractor toward DBE goals:
- a. The total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
  - b. A Contractor may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.
    - (1) A Contractor may count toward its DBE goal only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract or purchase order. A DBE is considered to perform a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

In accordance with 49 CFR Part 26, Appendix A, guidance concerning Good Faith Efforts, contractors may make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services. Contractors may not however, negotiate the price of materials or supplies used on the contract by the DBE, nor may they determine quality and quantity, order the materials themselves, nor install the materials (where applicable), or pay for the material themselves. Contractors however, may share the quotations they receive from the material supplier with the DBE firm, so that the DBE firm may negotiate a reasonable price with the material supplier.

**In all cases, prime or other non-DBE subcontractor assistance will not be credited toward the DBE goal.**

- (2) 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.

Consistent with industry practices and the DOT/Department's DBE program, a DBE subcontractor may enter into second-tier subcontracts, amounting up to 70% of their contract. Work subcontracted to a non-DBE does not count towards DBE goals. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF

- (3) A DBE trucking firm (including an owner operator who is certified as a DBE is considered to be performing a CUF when the DBE is responsible for the management and supervision of the entire trucking operation on a particular contract and the DBE itself owns and operates at least 1 fully licensed, insured, and operational truck used on the contract.
- (a) The Contractor receives credit for the total value of the transportation services the DBE provides on a contract using trucks it owns, insures, and operates using drivers it employs.
  - (b) The DBE may lease trucks from another DBE firm, including an owner operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
  - (c) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by the DBE-owned trucks on the contract. Additional participation by non-DBE lessees receive credit only for the fee or commission it receives as result of the lease arrangement
  - (d) A lease must indicate that the DBE has exclusive use of and control over the trucks giving the DBE absolute priority for use of the leased trucks. Leased trucks must display the name and identification number of the DBE.
- (4) When a DBE is presumed not to be performing a CUF the DBE may present evidence to rebut this presumption.
- (5) Project materials or supplies acquired from an affiliate of the prime contractor can not directly or indirectly (2<sup>nd</sup> or lower tier subcontractor) be used for DBE goal credit.

c. A Contractor may count toward its DBE goals expenditures for materials and supplies obtained from a DBE manufacturer, provided that the DBE assumes the actual and contractual responsibility for the materials and supplies. Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

- (1) If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. (Definition of a DBE manufacturer found at 1A.c.(1) of this provision.)

For purposes of this Section (1.A.c.(1)), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

- (2) If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals.

For purposes of this Section (1.A.5.c.(2)), a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business:

- (A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in the first paragraph under Section 1.A.5.c.(2), if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
- (C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of Section 1.A.5.c.(2).

- (3) With respect to materials or supplies purchased from DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Do not count any portion of the cost of the materials and supplies themselves toward DBE goals.

- (4) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- d. If the Contractor chooses to assist a DBE firm, other than a manufacturing material supplier or regular dealer, and the DBE firm accepts the assistance, the Contractor may act solely as a guarantor by use of a two-party check for payment of materials to be used on the project by the DBE. The material supplier must invoice the DBE who will present the invoice to the Contractor. The Contractor may issue a joint check to the DBE and the material supplier and the DBE firm must issue the remittance to the material supplier. No funds shall go directly from the Contractor to the material supplier. The DBE firm may accept or reject this joint checking arrangement.

The Contractor must obtain approval from the Department prior to implementing the use of joint check arrangements with the DBE. Submit to the Department, Joint Check Approval Form 2178 for requesting approval. Provide copies of cancelled joint checks upon request. No DBE goal credit will be allowed for the cost of DBE materials that are paid by the Contractor directly to the material supplier.

- e. No DBE goal credit will be allowed for supplies and equipment the DBE subcontractor leases from the contractor or its affiliates.
- f. No DBE goal credit will be allowed for the period of time determined by the Department that the DBE was not performing a CUF. The denial period of time may occur before or after a determination has been made by the department. In case of the denial of credit for non-performance of a CUF of a DBE, the Contractor will be required to provide a substitute DBE to meet the contract goal or provide an adequate good faith effort when applicable.

## **6. Records and Reports.**

- a. The Contractor shall submit monthly reports, after work begins, on DBE payments to meet the DBE goal and for DBE or HUB race-neutral participation. Report payments made to non-DBE HUBs. The monthly report is to be sent to the Area Engineer. These reports will be due within 15 days after the end of a calendar month. These reports will be required until all DBE subcontracting or material supply activity is completed. Form SMS.4903, "DBE Progress Report," is to be used for monthly reporting. Form SMS.4904, "DBE Final Report," is to be used as a final summary of DBE payments submitted upon completion of the project.

The original final report must be submitted to the OCR and a copy must be submitted to the Area Engineer. These forms may be obtained from the Department or may be reproduced by the Contractor. The Department may verify the amounts being reported as paid to DBEs by requesting copies of cancelled checks paid to DBEs on a random basis. Cancelled checks and invoices should reference the Department's project number.

- b. DBE subcontractors and/or material suppliers should be identified on the monthly report by Vendor Number, name, and the amount of actual payment made to each during the monthly period. Negative reports are required when no activity has occurred in a monthly period.
  - c. All such records must be retained for a period of 3 years following completion of the contract work, and shall be available at reasonable times and places for inspection by authorized representatives of the Department or the DOT. Provide copies of subcontracts or agreements and other documentation upon request.
  - d. Prior to receiving final payment, the Contractor shall submit Form SMS.4904, "DBE Final Report". If the DBE goal requirement is not met, documentation supporting Good Faith Efforts, as outlined in Section 1.A.3.c of this Special Provision, must be submitted with the "DBE Final Report."
  - e. Provide a certification of prompt payment in accordance with the Department's prompt payment procedure to certify that all subcontractors and suppliers were paid from the previous months payments and retainage was released for those whose work is complete. Submit the completed form each month and the month following the month when final acceptance occurred at the end of the project.
7. **Compliance of Contractor.** To ensure that DBE requirements of this DOT assisted contract are complied with, the Department will monitor the Contractor's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of monthly reports submitted to the Area Engineer by the Contractor indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted on the project site by the Department.

The Contractor shall receive credit toward the DBE goal based on actual payments to the DBE subcontractor. The Contractor shall notify the Area Engineer if he/she withholds or reduces payment to any DBE subcontractor. The Contractor shall submit an affidavit detailing the DBE subcontract payments prior to receiving final payment for the contract.

Contractors' requests for substitutions of DBE subcontractors shall be accompanied by a detailed explanation which should substantiate the need for a substitution. The Contractor may not be allowed to count work on those items being substituted toward the DBE goal prior to approval of the substitution from the Department.

The prime Contractor is prohibited from providing work crews and equipment to DBEs. DBE Goal credit for the DBE subcontractors leasing of equipment or purchasing of supplies from the prime contractor or its affiliates is not allowed.

When a DBE subcontractor named in the commitment under Section 1.A.3.a. of this Special Provision, is terminated or fails to complete its work on the contract for any reason, the prime contractor is required to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal.

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

Forward Form 2371, "DBE Trucking Credit Worksheet," completed by the DBE trucker every month DBE credit is used.

**B. Article B. Race-Neutral Disadvantaged Business Enterprise Participation.** It is the policy of the DOT that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Contractor will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontractors financed in whole or in part with Federal funds. Race-Neutral DBE and non-DBE HUB participation on projects with no DBE goal shall be reported on Form SMS.4903, "DBE or HUB Progress Report" and submitted to the Area Engineer each month and at project completion. Payments to DBEs reported on Form SMS.4903 are subject to the requirements of Section 1.A.5, "Determination of DBE Participation."

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Project: 290 Toll – Phase III  
County: Travis

## **DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS**

The following goal for disadvantaged business enterprises is established:

DBE – 12.6%

### Certification of DBE Goal Attainment

By signing the work authorization, the Toll System Integrator (SI) certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substantiate the attempt to meet the goal.

Failure to comply commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the work authorization.



## **COMPLIANCE WITH BUY AMERICA REQUIREMENTS**

Toll Systems Integrator shall comply with the Federal Highway Administration (FHWA) Buy America Requirement in 23 CFR 635.410, which permits FHWA participation in the Contract only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the price under the Contract.

Concurrently with execution of the Contract, the Toll System Integrator has completed and submitted, or shall complete and submit, to the Mobility Authority a Buy America Certificate, in format below. After submittal, the Toll System Integrator is bound by its original certification.

A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this Contract be investigated, the Toll System Integrator has the burden of proof to establish that it is in compliance.

At the Toll System Integrator's request, the Mobility Authority may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, the Toll System Integrator certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Mobility Authority. A request for a waiver shall be treated as a Request for Change Order under the Contract.

The undersigned certifies on behalf of itself and all proposed Subcontractors (at all tiers) that only domestic steel and iron will be used in the Project.

A. Toll System Integrator shall comply with the Federal Highway Administration (“FHWA”) Buy America Requirements of 23 CFR 635.410, which permits FHWA participation in the Design-Bid-Build Contract only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States, and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the Contract Price.

B. A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this Design-Bid-Build Contract be investigated, the Contractor has the burden of proof to establish that it is in compliance.

C. At Toll System Integrator’s request, the Mobility Authority may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However Toll System Integrator certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Mobility Authority.

<b>PROPOSER</b>	
<b>SIGNATURE</b>	
<b>NAME (printed or typed)</b>	
<b>TITLE</b>	
<b>DATE</b>	

## **CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

By signing and submitting its proposal or bid, and by executing the Agreement or Subcontract, the Toll System Integrator and Contractor (at all tiers) shall be deemed to have signed and delivered the following:

1. The Toll System Integrator/Contractor certifies, to the best of its knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of **ANY** Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with **THIS** Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Contract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. Toll System Integrator/Contractor shall require that the language of this certification be included in all lower tier Contracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

**NOTE: EACH CONTRACTOR IS REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN CONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH CONTRACTOR BEING PAID \$100,000 OR MORE.**



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 27, 2019  
**AGENDA ITEM #6**

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Amend the Mobility Authority Policy Code to  
include toll exemptions provided  
by federal law

Strategic Plan Relevance:	Regional Mobility
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	N/A
Funding Source:	Operations Budget
Action Requested:	Consider and act on draft resolution

**Summary:**

Section 301.004(a) of the Mobility Authority Policy Code currently states that that all vehicles operated on a Mobility Authority facility are required to pay a toll unless the vehicle is exempted under state law or by an exemption established by the Board. In order to conform with all applicable laws as they relate to toll exemptions on Mobility Authority operated facilities, staff recommends that Policy Code Section 301.004 be amended to also recognize any toll exemptions provided by federal law.

Backup Provided: Draft Resolution  
Proposed Amendment

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

**RESOLUTION NO. 19-0XX**

**AMENDING MOBILITY AUTHORITY POLICY CODE SECTION 301.004**

WHEREAS, by Resolution No. 12-016 dated February 29, 2012, the Board of Directors adopted the Mobility Authority Policy Code (“Policy Code”); and

WHEREAS, subsequent to its initial adoption, the Board of Directors has amended the Policy Code from time to time in order to modify existing policies and incorporate new policies beneficial to the operation of the Central Texas Regional Mobility Authority (“Mobility Authority”); and

WHEREAS, the Mobility Authority is required to comply with all applicable state and federal laws; and

WHEREAS, the Executive Director recommends amending the Policy Code Section 301.004 as shown in Exhibit A to clarify that the Mobility Authority complies with federal law regarding toll exemptions

NOW, THEREFORE, BE IT RESOLVED that the Board hereby amends Section 301.004 of the Mobility Authority Policy Code as shown in Exhibit A attached hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27<sup>th</sup> day of March 2019.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Geoffrey Petrov, General Counsel

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

# MOBILITY AUTHORITY POLICY CODE

## 301.004 Exemption from Toll

- (a) The operator or the registered owner of a vehicle operated on an authority toll facility is required to pay the toll established by this subchapter unless the vehicle is exempted by [federal law](#), state law or by this section.
- (b) An authorized emergency vehicle defined by Section 541.201, Transportation Code, is exempt from paying a toll to use an authority toll facility under Section 370.177, Transportation Code.
- (c) A state or federal military vehicle is exempt from paying a toll to use an authority toll facility under Section 362.901, Transportation Code.
- (d) Through December 31, 2021, recipients of the Congressional Medal of Honor, Legion of Valor and Purple Heart awards as well as Disabled Veterans are eligible to participate in the Qualified Veterans Toll Discount Program. To be exempt from paying a toll to use the authority's non variable rate toll facilities, participants must be registered with the authority; the vehicle must be registered with the Texas Department of Motor Vehicles; the vehicle must have a qualifying specialty plate and have it properly displayed; the vehicle must be associated to an electronic toll tag account; and the participating veteran must have no outstanding CTRMA toll violations at the time of the transaction. Participation is limited to one (1) vehicle per qualified veteran. The exemption does not apply to the authority's express lane facilities.
- (e) Under Section 370.177(a-1), Transportation Code, and to facilitate a multi-modal transportation system that ensures safe and efficient travel for all individuals in central Texas, a vehicle used exclusively to provide transportation to a member of the public under a transit program established and managed by the Capital Metropolitan Transportation Authority or the Capital Area Rural Transportation System is exempt from paying a toll to use an authority toll facility.
- (f) The authority will create technical procedures to implement the toll exemptions described and established by this section.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 27, 2019  
**AGENDA ITEM #7**

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Approve the minutes from the  
February 27, 2019 Regular Board Meeting

Strategic Plan Relevance:	Regional Mobility
Department:	Legal
Contact:	Geoffrey Petrov, General Counsel
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Consider and act on motion to approve minutes

Summary:

Approve the attached draft minutes for the February 27, 2019 Regular Board Meeting.

Backup provided: Draft minutes, February 27, 2019 Regular Board Meeting



## MINUTES

### Regular Meeting of the Board of

### Directors of the

### CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

**Wednesday, February 27, 2019**

The meeting was held in the Mobility Authority's Lowell H. Lebermann, Jr. Board Room at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Notice of the meeting was posted February 22, 2019 online on the website of the Mobility Authority; and in the Mobility Authority's office lobby at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849.

**An archived copy of the live-streamed video of this meeting is available at:**

<https://mobilityauthority.swagit.com/play/02272019-1464>

**1. Welcome and opening remarks by the Chairman and the members of the Board of Directors**

After noting that a quorum of the Board was present, Chairman Wilkerson called the meeting to order at 9:00 a.m. with the following Board members present: David Armbrust, Mark Ayotte, John Langmore, Nikelle Meade and David Singleton.

**2. Opportunity for public comment**

No comments were offered.

**Consent Agenda**

Chairman Ray Wilkerson presented Item No. 3 for Board consideration as the consent agenda.

At the request of Board Member John Langmore, the Chairman pulled Item No. 3 from the Consent Agenda for a brief discussion.

**3. Approve Amendment No. 1 to the Agreement with the TxDOT for the Payoff and Termination of the Pass-Through Toll Agreement for the U.S. 183/183A Intersection Project.**

**ADOPTED AS:** Resolution No. 19-004

**MOTION:** Approve Item No. 3 under the consent agenda.  
**RESULT:** Approved (Unanimous); 6-0  
**MOTION:** John Langmore  
**SECONDED BY:** David Singleton  
**AYE:** Armbrust, Ayotte, Langmore, Meade, Singleton, Wilkerson  
**NAY:** None.

**Regular Items**

4. Approve the minutes from the January 30, 2019 Regular Board Meeting.

**MOTION:** Approve the minutes from the January 30, 2019 Regular Board Meeting.  
**RESULT:** Approved (Unanimous); 6-0  
**MOTION:** Nikelle Meade  
**SECONDED BY:** Mark Ayotte  
**AYE:** Armbrust, Ayotte, Langmore, Meade, Singleton, Wilkerson  
**NAY:** None.

5. Accept the financial statements for January 2019.

Mary Temple, Controller presented this item.

**MOTION:** Accept the financial statements for January 2019.  
**RESULT:** Approved (Unanimous); 6-0  
**MOTION:** David Singleton  
**SECONDED BY:** Nikelle Meade  
**AYE:** Armbrust, Ayotte, Langmore, Meade, Singleton, Wilkerson  
**NAY:** None.

**ADOPTED AS:** Resolution No. 19-005

6. Approve and adopt the 2018 Mobility Authority Annual Report.

Dee Anne Heath, Director of External Affairs, Media Relations presented this item.

**MOTION:** Approve and adopt the 2018 Mobility Authority Annual Report.  
**RESULT:** Approved (Unanimous); 6-0  
**MOTION:** John Langmore  
**SECONDED BY:** Mark Ayotte  
**AYE:** Armbrust, Ayotte, Langmore, Meade, Singleton, Wilkerson  
**NAY:** None.

**ADOPTED AS:** Resolution No. 19-006

7. Authorize the Issuance, Sale and Delivery of a Central Texas Regional Mobility Authority Subordinate Lien Revenue Bond, Taxable Series 2019, in accordance with specified parameters relating to the Manor Expressway (290E) Phase III Project.

Bill Chapman, Chief Financial Officer presented this item.

**MOTION:** Authorize the Issuance, Sale and Delivery of a Central Texas Regional Mobility Authority Subordinate Lien Revenue Bond, Taxable Series 2019, in accordance with specified parameters relating to the Manor Expressway (290E) Phase III Project.

**RESULT:** Approved (Unanimous); 6-0

**MOTION:** John Langmore

**SECONDED BY:** Mark Ayotte

**AYE:** Armbrust, Ayotte, Langmore, Meade, Singleton, Wilkerson

**NAY:** None.

**ADOPTED AS:** Resolution No. 19-007

8. Approve Supplement No. 2 to Work Authorization No. 7 with WSP USA Inc. for construction engineering, inspection, and general engineering consultant services on the MoPac Improvement Project and MoPac Miscellaneous Improvements Project.

Justin Word, P.E., Director of Engineering presented this item.

**MOTION:** Approve Supplement No. 2 to Work Authorization No. 7 with WSP USA Inc. for construction engineering, inspection, and general engineering consultant services on the MoPac Improvement Project and MoPac Miscellaneous Improvements Project.

**RESULT:** Approved (Unanimous); 6-0

**MOTION:** David Singleton

**SECONDED BY:** John Langmore

**AYE:** Armbrust, Ayotte, Langmore, Meade, Singleton, Wilkerson

**NAY:** None.

**ADOPTED AS:** Resolution No. 19-008

9. Approve an Interlocal Agreement with Texas A&M Transportation Institute for Innovations Research for a Customer Satisfaction Survey, Online Survey Panel Methodology, Understanding Traveler Use of MoPac Express Lanes, Research and Methodology Brief on Web-based Survey Panels, and Assessing Wrong Way Driving Characteristics and Identifying Mitigation Measures.

Mia Zmud, Mobility Innovation manager presented this item.

**MOTION:** Approve  
**RESULT:** Approved (Unanimous); 6-0  
**MOTION:** Mark Ayotte  
**SECONDED BY:** Nikelle Meade  
**AYE:** Armbrust, Ayotte, Langmore, Meade, Singleton, Wilkerson  
**NAY:** None.

**ADOPTED AS:** Resolution No. 19-009

### **Briefings and Reports**

#### **10. 183 North Mobility Project Update**

Mike Heiligenstein, Executive Director, Robert Goode, Deputy Executive Director and Justin Word, P.E., Director of Engineering presented this item.

#### **11. Executive Director Board Report.**

##### **A. Legislative Update.**

Dee Anne Heath, Director of External Affairs, Media Relations presented this item.

##### **B. Project Updates.**

Mike Heiligenstein, Executive Director presented this item.

### **Executive Session Pursuant to Government Code, Chapter 551**

**12.** Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).

**13.** Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).

**14.** Discuss personnel matters as authorized by §551.074 (Personnel Matters).

Chairman Wilkerson announced that the Board would not meet in Executive Session.

After confirming that no member of the public wished to address the Board, Chairman Wilkerson declared the meeting adjourned at 10:20 a.m.

**15. Adjourn Meeting.**



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 27, 2019  
**AGENDA ITEM #8**

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Accept the financial statements  
for February 2019

Strategic Plan Relevance: Regional Mobility  
Department: Finance  
Contact: Bill Chapman, Chief Financial Officer  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Consider and act on draft resolution

Summary:

Presentation and acceptance of the monthly financial statements for February 2019.

Backup provided: Financial statements February 2019;  
Draft Resolution

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

**RESOLUTION NO. 19-0XX**

**ACCEPT THE FINANCIAL STATEMENTS FOR FEBRUARY 2019**

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) is empowered to procure such goods and services as it deems necessary to assist with its operations and to study and develop potential transportation projects, and is responsible to insure accurate financial records are maintained using sound and acceptable financial practices; and

WHEREAS, close scrutiny of the Mobility Authority's expenditures for goods and services, including those related to project development, as well as close scrutiny of the Mobility Authority's financial condition and records is the responsibility of the Board and its designees through procedures the Board may implement from time to time; and

WHEREAS, the Board has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the Mobility Authority's Chief Financial Officer, to review invoices, approve disbursements, and prepare and maintain accurate financial records and reports;

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of February 2019, and has caused financial statements to be prepared and attached to this resolution as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the financial statements for February 2019, attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27<sup>th</sup> day of March 2019.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**



**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending February 28, 2019**

	Budget Amount FY 2019	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>REVENUE</b>				
<b>Operating Revenue</b>				
Toll Revenue - Tags	73,700,000	52,992,188	71.90%	40,847,476
Video Tolls	17,587,500	11,598,595	65.95%	9,213,601
Fee Revenue	6,762,500	3,837,390	56.75%	3,403,055
<b>Total Operating Revenue</b>	<b>98,050,000</b>	<b>68,428,173</b>	<b>69.79%</b>	<b>53,464,132</b>
<b>Other Revenue</b>				
Interest Income	950,000	3,250,274	342.13%	1,504,388
Grant Revenue	-	3,068,585	-	14,629,876
Misc Revenue	2,000	37,200	1860.00%	1,350
<b>Total Other Revenue</b>	<b>952,000</b>	<b>6,356,058</b>	<b>667.65%</b>	<b>16,135,614</b>
<b>TOTAL REVENUE</b>	<b>\$99,002,000</b>	<b>\$74,784,231</b>	<b>75.54%</b>	<b>69,599,746</b>
<b>EXPENSES</b>				
<b>Salaries and Benefits</b>				
Salary Expense-Regular	4,138,603	2,699,696	65.23%	2,263,619
Salary Reserve	80,000	-	-	-
TCDRS	579,405	325,002	56.09%	304,877
FICA	190,792	100,656	52.76%	88,270
FICA MED	65,880	35,366	53.68%	32,618
Health Insurance Expense	391,184	252,020	64.43%	221,925
Life Insurance Expense	11,165	5,665	50.74%	5,916
Auto Allowance Expense	10,200	6,800	66.67%	6,800
Other Benefits	136,476	110,124	80.69%	102,617
Unemployment Taxes	4,212	4,804	114.06%	241
<b>Total Salaries and Benefits</b>	<b>5,607,917</b>	<b>3,540,133</b>	<b>63.13%</b>	<b>3,026,882</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending February 28, 2019**

	Budget Amount FY 2019	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Administrative</b>				
<b>Administrative and Office Expenses</b>				
Accounting	10,000	5,471	54.71%	5,055
Auditing	125,000	74,571	59.66%	29,500
Human Resources	35,000	3,811	10.89%	24,873
Legal	-	-	-	28,433
IT Services	174,000	63,877	36.71%	81,767
Internet	4,550	3,352	73.67%	2,719
Software Licenses	85,700	42,502	49.59%	23,607
Cell Phones	16,100	10,545	65.50%	9,513
Local Telephone Service	12,000	5,287	44.06%	7,646
Overnight Delivery Services	500	79	15.80%	59
Local Delivery Services	600	62	10.41%	-
Copy Machine	24,000	11,048	46.03%	9,484
Repair & Maintenance-General	15,500	2,450	15.81%	704
Community Meeting/ Events	15,000	-	-	-
Meeting Expense	16,000	6,996	43.72%	4,715
Public Notices	100	-	-	25
Toll Tag Expense	3,150	1,660	52.69%	1,637
Parking / Local Ride Share	1,800	855	47.48%	376
Mileage Reimbursement	9,900	2,436	24.60%	3,094
Insurance Expense	251,000	127,134	50.65%	113,477
Rent Expense	650,000	311,042	47.85%	288,700
Legal Services	396,500	148,159	37.37%	101,824
<b>Total Administrative and Office Expenses</b>	<b>1,846,400</b>	<b>821,336</b>	<b>44.48%</b>	<b>737,208</b>
<b>Office Supplies</b>				
Books & Publications	5,700	3,112	54.60%	752
Office Supplies	16,000	8,333	52.08%	7,574
Misc Office Equipment	-	4,663	-	-
Computer Supplies	152,550	26,689	17.50%	8,135
Copy Supplies	3,000	1,036	34.55%	964
Other Reports-Printing	8,000	3,627	45.33%	-
Office Supplies-Printed	2,600	3,170	121.92%	1,747
Misc Materials & Supplies	750	-	-	-
Postage Expense	800	263	32.83%	315
<b>Total Office Supplies</b>	<b>189,400</b>	<b>50,894</b>	<b>26.87%</b>	<b>19,487</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending February 28, 2019**

	Budget			
	Amount FY	Actual Year to	Percent of	Actual Prior
	2019	Date	Budget	Year to Date
<b>Communications and Public Relations</b>				
Graphic Design Services	55,000	29,424	53.50%	15,000
Website Maintenance	100,300	24,837	24.76%	26,050
Research Services	450,000	(56,385)	-12.53%	89,078
Communications and Marketing	800,000	211,663	26.46%	128,241
Advertising Expense	821,500	350,817	42.70%	131,913
Direct Mail	15,800	-	-	726
Video Production	258,820	8,820	3.41%	8,904
Photography	12,500	4,895	39.16%	5,110
Radio	75,000	1,500	2.00%	9,346
Other Public Relations	60,000	21,475	35.79%	38,448
Promotional Items	20,000	700	3.50%	-
Displays	5,000	-	-	2,124
Annual Report printing	5,000	3,712	74.25%	-
Direct Mail Printing	5,000	-	-	-
Other Communication Expenses	70,000	1,947	2.78%	13,379
<b>Total Communications and Public Relations</b>	<b>2,753,920</b>	<b>603,406</b>	<b>21.91%</b>	<b>468,320</b>
<b>Employee Development</b>				
Subscriptions	3,050	542	17.75%	942
Agency Memberships	53,500	37,891	70.82%	34,916
Continuing Education	15,500	385	2.48%	694
Professional Development	19,000	7,536	39.66%	7,280
Other Licenses	1,700	243	14.28%	208
Seminars and Conferences	41,000	14,718	35.90%	11,052
Travel	70,000	55,988	79.98%	21,521
<b>Total Employee Development</b>	<b>203,750</b>	<b>117,303</b>	<b>57.57%</b>	<b>76,612</b>
<b>Financing and Banking Fees</b>				
Trustee Fees	45,000	26,075	57.94%	21,525
Bank Fee Expense	6,500	2,349	36.14%	3,529
Continuing Disclosure	15,000	3,500	23.33%	9,812
Arbitrage Rebate Calculation	13,000	8,395	64.58%	8,355
Rating Agency Expense	30,000	16,000	53.33%	15,500
<b>Total Financing and Banking Fees</b>	<b>109,500</b>	<b>56,319</b>	<b>51.43%</b>	<b>58,721</b>
<b>Total Administrative</b>	<b>5,102,970</b>	<b>1,649,258</b>	<b>32.32%</b>	<b>1,360,348</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending February 28, 2019**

	Budget Amount FY 2019	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Operations and Maintenance</b>				
<b>Operations and Maintenance Consulting</b>				
GEC-Trust Indenture Support	169,000	70,298	41.60%	105,581
GEC-Financial Planning Support	51,000	42,698	83.72%	-
GEC-Toll Ops Support	249,786	66,393	26.58%	-
GEC-Roadway Ops Support	1,129,978	231,694	20.50%	379,446
GEC-Technology Support	857,428	434,891	50.72%	-
GEC-Public Information Support	120,000	8,748	7.29%	205,608
GEC-General Support	1,443,568	499,825	34.62%	540,129
General System Consultant	500,000	287,678	57.54%	103,252
Traffic Modeling	590,000	53,511	9.07%	-
Traffic and Revenue Consultant	150,000	62,858	41.91%	67,964
<b>Total Operations and Maintenance Consulting</b>	<b>5,260,760</b>	<b>1,758,594</b>	<b>33.43%</b>	<b>1,401,980</b>
<b>Roadway Operations and Maintenance</b>				
Roadway Maintenance	4,507,900	1,764,546	39.14%	1,831,328
Signal & Illumination Maint	-	-	-	12,554
Maintenance Supplies-Roadway	117,800	18,976	16.11%	91,020
Tools & Equipment Expense	1,000	199	19.91%	301
Gasoline	18,700	9,900	52.94%	9,408
Repair & Maintenance-Vehicles	6,500	3,044	46.82%	3,223
Electricity - Roadways	200,000	97,673	48.84%	93,469
<b>Total Roadway Operations and Maintenance</b>	<b>4,851,900</b>	<b>1,894,339</b>	<b>39.04%</b>	<b>2,041,303</b>
<b>Toll Processing and Collection Expense</b>				
Image Processing	3,200,000	715,093	22.35%	1,106,827
Tag Collection Fees	6,633,000	3,244,471	48.91%	3,930,079
Court Enforcement Costs	49,080	7,875	16.05%	20,550
DMV Lookup Fees	500	586	117.23%	298
<b>Total Processing and Collection Expense</b>	<b>9,882,580</b>	<b>3,968,025</b>	<b>40.15%</b>	<b>5,057,754</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending February 28, 2019**

	<b>Budget</b>			
	<b>Amount FY</b>	<b>Actual Year to</b>	<b>Percent of</b>	<b>Actual Prior</b>
	<b>2019</b>	<b>Date</b>	<b>Budget</b>	<b>Year to Date</b>
<b>Toll Operations Expense</b>				
Generator Fuel	2,000	1,228	61.41%	42
Fire and Burglar Alarm	500	247	49.35%	247
Refuse	1,500	827	55.10%	895
Telecommunications	120,000	32,871	27.39%	51,856
Water - Irrigation	10,000	2,583	25.83%	3,417
Electricity	2,500	933	37.31%	817
ETC spare parts expense	50,000	5,573	11.15%	-
Repair & Maintenance Toll Equip	5,000	-	-	-
Law Enforcement	290,000	181,704	62.66%	166,015
ETC Maintenance Contract	1,988,386	1,049,670	52.79%	1,151,687
ETC Toll Management Center System Operation	360,000	-	-	1,364
ETC Development	1,636,000	256,793	15.70%	-
ETC Testing	100,000	52,536	52.54%	-
<b>Total Toll Operations Expense</b>	<b>4,565,886</b>	<b>1,584,964</b>	<b>34.71%</b>	<b>1,376,340</b>
<b>Total Operations and Maintenance</b>	<b>24,561,126</b>	<b>9,205,922</b>	<b>37.48%</b>	<b>9,877,377</b>
<b>Other Expenses</b>				
<b>Special Projects and Contingencies</b>				
HERO	148,000	-	-	572,391
Special Projects	500,000	41,880	8.38%	-
71 Express Net Revenue Payment	3,635,405	2,290,102	62.99%	2,088,680
Technology Task Force	650,000	82,319	12.66%	-
Other Contractual Svcs	150,000	136,548	91.03%	34,665
Contingency	250,000	-	-	828
<b>Total Special Projects and Contingencies</b>	<b>5,333,405</b>	<b>2,550,848</b>	<b>47.83%</b>	<b>2,696,564</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending February 28, 2019**

	Budget Amount FY 2019	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Non Cash Expenses</b>				
Amortization Expense	487,699	293,895	60.26%	339,111
Amort Expense - Refund Savings	1,027,860	694,661	67.58%	690,124
Dep Exp- Furniture & Fixtures	3,014	1,742	57.81%	1,742
Dep Expense - Equipment	15,999	10,666	66.67%	11,423
Dep Expense - Autos & Trucks	37,437	17,758	47.43%	11,947
Dep Expense-Building & Toll Fac	176,748	107,522	60.83%	117,924
Dep Expense-Highways & Bridges	22,541,478	14,366,522	63.73%	13,863,180
Dep Expense-Toll Equipment	2,485,026	1,712,174	68.90%	1,643,639
Dep Expense - Signs	326,893	217,262	66.46%	217,262
Dep Expense-Land Improvemts	884,934	589,956	66.67%	589,956
Depreciation Expense-Computers	20,317	6,972	34.31%	11,261
<b>Total Non Cash Expenses</b>	<b>28,007,405</b>	<b>18,019,130</b>	<b>64.34%</b>	<b>17,497,571</b>
<b>Total Other Expenses</b>	<b>33,340,810</b>	<b>20,569,978</b>	<b>61.70%</b>	<b>20,194,134</b>
<b>Non Operating Expenses</b>				
Bond issuance expense	1,413,508	2,406,087	170.22%	151,169
Loan Fee Expense	-	13,500	-	-
Interest Expense	40,371,558	22,472,608	55.66%	21,032,897
CAMPO RIF Payment	2,000,000	2,000,000	100.00%	-
Community Initiatives	275,000	40,942	14.89%	30,000
<b>Total Non Operating Expenses</b>	<b>44,060,066</b>	<b>26,933,138</b>	<b>61.13%</b>	<b>21,214,065</b>
<b>TOTAL EXPENSES</b>	<b>\$112,672,889</b>	<b>\$61,898,427</b>	<b>54.94%</b>	<b>\$55,672,806</b>
<b>Net Income</b>	<b>(\$13,670,889)</b>	<b>\$12,885,804</b>		<b>13,926,939</b>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of February 28, 2019**

	as of 02/28/2019	as of 02/28/2018
<b>ASSETS</b>		
<b>Current Assets</b>		
<b>Cash</b>		
Regions Operating Account	\$ 1,016,977	\$ 738,161
Cash in TexStar	232,245	360,026
Regions Payroll Account	121,874	183,720
<b>Restricted Cash</b>		
Goldman Sachs FSGF 465	332,031,016	89,908,378
Restricted Cash - TexSTAR	148,817,348	174,234,902
Overpayments account	323,670	186,422
<b>Total Cash and Cash Equivalents</b>	<u>482,543,129</u>	<u>265,611,610</u>
<b>Accounts Receivable</b>		
Accounts Receivable	1,141,083	-
Due From Other Agencies	28,227	2,763
Due From TTA	833,513	1,777,861
Due From NTTA	722,432	695,505
Due From HCTRA	903,832	1,446,049
Due From TxDOT	2,972,605	715,630
Interest Receivable	482,638	382,011
<b>Total Receivables</b>	<u>7,084,330</u>	<u>5,019,818</u>
<b>Short Term Investments</b>		
Treasuries	19,962,403	-
Agencies	79,784,379	106,953,437
<b>Total Short Term Investments</b>	<u>99,746,782</u>	<u>106,953,437</u>
<b>Total Current Assets</b>	<u>589,374,241</u>	<u>377,584,866</u>
<b>Total Construction in Progress</b>	709,012,278	706,014,916
<b>Fixed Assets (Net of Depreciation and Amortization)</b>		
Computers	23,162	36,906
Computer Software	728,336	1,044,170
Furniture and Fixtures	10,890	13,504
Equipment	8,706	24,705
Autos and Trucks	41,760	68,397
Buildings and Toll Facilities	5,006,178	5,172,615
Highways and Bridges	883,419,844	750,656,477
Toll Equipment	16,990,314	14,346,356
Signs	10,419,207	10,713,200
Land Improvements	9,149,049	10,033,983
Right of way	88,149,606	88,149,606
Leasehold Improvements	129,924	134,273
<b>Total Fixed Assets</b>	<u>1,014,076,974</u>	<u>880,394,190</u>
<b>Other Assets</b>		
Intangible Assets-Net	102,774,711	103,829,688
2005 Bond Insurance Costs	4,145,619	4,359,127
Prepaid Insurance	261,222	107,160
Prepaid Expenses	275	-
Deferred Outflows (pension related)	290,396	711,563
Pension Asset	826,397	355,139
<b>Total Other Assets</b>	<u>108,298,620</u>	<u>109,362,677</u>
<b>Total Assets</b>	<u><u>\$ 2,420,762,113</u></u>	<u><u>\$ 2,073,356,649</u></u>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of February 28, 2019**

	as of 02/28/2019	as of 02/28/2018
<b>LIABILITIES</b>		
<b>Current Liabilities</b>		
Accounts Payable	\$ 85,174	\$ 602,619
Construction Payable	1,447,928	-
Overpayments	326,674	189,165
Interest Payable	9,229,317	8,630,821
Deferred Compensation Payable	142	(10,517)
TCDRS Payable	95,333	55,436
Medical Reimbursement Payable	-	(2,117)
Due to other Agencies	4,061,601	2,008,986
Due to TTA	1,097,600	706,414
Due to NTTA	51,419	11,137
Due to HCTRA	66,728	406,157
Due to Other Entities	744,056	4,811,270
71E TxDOT Obligation - ST	3,860,267	2,739,677
<b>Total Current Liabilities</b>	<b>21,066,240</b>	<b>20,149,047</b>
<b>Long Term Liabilities</b>		
Compensated Absences	541,425	182,441
Deferred Inflows (pension related)	278,184	286,449
<b>Long Term Payables</b>	<b>819,609</b>	<b>468,891</b>
<b>Bonds Payable</b>		
<b>Senior Lien Revenue Bonds:</b>		
Senior Lien Revenue Bonds 2010	75,571,730	71,971,898
Senior Lien Revenue Bonds 2011	16,071,901	15,110,142
Senior Refunding Bonds 2013	136,405,000	139,885,000
Senior Lien Revenue Bonds 2015	298,790,000	298,790,000
Senior Lien Put Bnd 2015	68,785,000	68,785,000
Senior Lien Refunding Revenue Bonds 2016	358,030,000	358,030,000
Senior Lien Revenue Bonds 2018	44,345,000	-
Sn Lien Rev Bnd Prem/Disc 2013	6,907,489	8,723,757
Sn Lien Revenue Bnd Prem 2015	19,979,679	21,176,184
Sn Lien Put Bnd Prem 2015	2,483,955	4,347,259
Senior lien premium 2016 revenue bonds	48,817,468	53,137,717
Sn Lien Revenue Bond Premium 2018	4,038,368	-
<b>Total Senior Lien Revenue Bonds</b>	<b>1,080,225,590</b>	<b>1,039,956,956</b>
<b>Sub Lien Revenue Bonds:</b>		
Sub Lien Refunding Bonds 2013	98,295,000	100,530,000
Sub Lien Refunding Bonds 2016	73,905,000	74,305,000
Subordinated Lien BANS 2018	46,020,000	-
Sub Refunding 2013 Prem/Disc	1,538,742	1,997,457
Sub Refunding 2016 Prem/Disc	8,581,912	9,443,009
Sub Lien BANS 2018 Premium	1,499,210	-
<b>Total Sub Lien Revenue Bonds</b>	<b>229,839,865</b>	<b>186,275,466</b>
<b>Other Obligations</b>		
TIFIA note 2015	227,712,244	192,382
SIB loan 2015	32,603,003	31,336,998
State Highway Fund Loan 2015	32,603,033	31,337,028
State 455W Loan	55,000,000	22,080,000
71E TxDOT Obligation - LT	62,332,058	65,000,000
Regions 2017 MoPAC Note	17,000,000	17,000,000
<b>Total Other Obligations</b>	<b>427,250,338</b>	<b>166,946,409</b>
<b>Total Long Term Liabilities</b>	<b>1,738,135,402</b>	<b>1,393,647,721</b>
<b>Total Liabilities</b>	<b>1,759,201,642</b>	<b>1,413,796,768</b>



**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of February 28, 2019**

	as of 02/28/2019	as of 02/28/2018
	<b>NET ASSETS</b>	
Contributed Capital	121,202,391	136,725,550
Net Assets Beginning	527,520,601	508,907,391
Current Year Operations	12,837,479	13,926,940
<b>Total Net Assets</b>	<b>661,560,471</b>	<b>659,559,881</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 2,420,762,113</b>	<b>\$ 2,073,356,649</b>

**Central Texas Regional Mobility Authority**  
**Statement of Cash Flow**  
**as of February 28, 2019**

**Cash flows from operating activities:**

Receipts from toll revenues	\$	68,435,705
Receipts from other fees		37,200
Receipts from interest income		(290,154)
Payments to vendors		(15,108,256)
Payments to employees		(3,282,325)
Net cash flows provided by (used in) operating activities		49,792,170

**Cash flows from capital and related financing activities:**

Proceeds from notes payable		304,622,471
Refunding of bonds		(2,244,976)
Receipts from Department of Transportation		941,304
Payments on principal		(7,425,000)
Interest payments		(52,534,941)
Acquisition of capital assets		(246,069)
Acquisitions of construction in progress		(91,987,009)
Net cash flows provided by (used in) capital and related financing activities		151,125,780

**Cash flows from investing activities:**

Interest income		737,222
Purchase of investments		(229,092,189)
Proceeds from sale or maturity of investments		191,759,807
Net cash flows provided by (used in) investing activities		(36,595,160)
Net increase (decrease) in cash and cash equivalents		164,322,790
Cash and cash equivalents at beginning of period		169,170,746
Cash and cash equivalents at end of period	\$	333,493,536

**Reconciliation of change in net assets to net cash provided by operating activities:**

Operating income	\$	32,457,089
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		17,324,468
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable		(404,018)
(Increase) decrease in prepaid expenses and other assets		(214,979)
(Decrease) increase in accounts payable		(2,810,690)
Increase (decrease) in accrued expenses		3,440,299
Total adjustments		17,335,081
Net cash flows provided by (used in) operating activities	\$	49,792,170

**Reconciliation of cash and cash equivalents:**

Unrestricted cash and cash equivalents	\$	1,462,520
Restricted cash and cash equivalents		332,031,016
Total	\$	333,493,536

**INVESTMENTS by FUND**

		<b>Balance</b>	
		<b>February 28, 2019</b>	
Renewal & Replacement Fund			
TexSTAR	394,253.39		
Goldman Sachs	14,769.07		
Agencies/ Treasuries		409,022.46	
Grant Fund			\$ 575,309,266.80
TexSTAR	4,354,534.17		
Goldman Sachs	538,172.45		
Agencies/ Treasuries	4,964,391.21	9,857,097.83	
Senior Debt Service Reserve Fund			
TexSTAR	5,855,373.53		
Goldman Sachs	26,418,855.67		
Agencies/ Treasuries	49,852,542.50	82,126,771.70	
2010 Senior Lien DSF			
Goldman Sachs	1,286,192.28		
TexSTAR		1,286,192.28	
2011 Debt Service Acct			
Goldman Sachs	771,268.45	771,268.45	
2013 Sr Debt Service Acct			
Goldman Sachs	1,702,077.51	1,702,077.51	
2013 Sub Debt Service Account			
Goldman Sachs	1,242,919.45	1,242,919.45	
2015 Sr Capitalized Interest			
Goldman Sachs	1.27	32,150,922.43	
TexSTAR	32,150,921.16		
2015B Debt Service Account			
Goldman Sachs	581,438.70	581,438.70	
2016 Sr Lien Rev Refunding Debt Service Account			
Goldman Sachs	4,668,880.90	4,668,880.90	
2016 Sub Lien Rev Refunding Debt Service Account			
Goldman Sachs	636,303.28	636,303.28	
2016 Sub Lien Rev Refunding DSR			
Goldman Sachs	1,873,352.92		
Agencies/ Treasuries	4,964,391.21	6,837,744.13	
Operating Fund			
TexSTAR	232,245.41		
TexSTAR-Trustee	3,247,104.00		
Goldman Sachs	80,602.07	3,559,951.48	
Revenue Fund			
Goldman Sachs	2,257,133.71	2,257,133.71	
General Fund			
TexSTAR	25,470,769.79		
Goldman Sachs	58,873,111.27	84,343,881.06	
2013 Sub Debt Service Reserve Fund			
TexSTAR	5,164,969.36		
Goldman Sachs	3,566,175.72	8,731,145.08	
71E Revenue Fund			
Goldman Sachs	9,350,390.55	9,350,390.55	
MoPac Revenue Fund			
Goldman Sachs	379,989.33	379,989.33	
MoPac Construction Fund			
Goldman Sachs	8,869,887.97	8,869,887.97	
MoPac General Fund			
Goldman Sachs	3,086,005.68	3,086,005.68	
MoPac Operating Fund			
Goldman Sachs	1,003,948.08	1,003,948.08	
MoPac Loan Repayment Fund			
Goldman Sachs	51,500.59	51,500.59	
2015B Project Account			
Goldman Sachs	23,435,597.12		
Agencies/ Treasuries	10,006,861.37		
TexSTAR	7,796,452.96	41,238,911.45	
2015 TIFIA Project Account			
Goldman Sachs	81,957,778.81		
TexSTAR	48,727,295.05		
Agencies/ Treasuries	29,958,595.83	160,643,669.69	
2015 SIB Project Account			
Goldman Sachs	284.07	284.07	
2011 Sr Financial Assistance Fund			
Goldman Sachs	4.22	15,655,678.33	
TexSTAR	15,655,674.11		
2018 Sr Lien Project Cap I			
Goldman Sachs	7,795,748.24	7,795,748.24	
2018 Sr Lien Project Account			
Goldman Sachs	39,201,989.79	39,201,989.79	
2018 Sub Lien Project Account			
Goldman Sachs	29,083,553.93	29,083,553.93	
2018 Sub Debt Service Account			
Goldman Sachs	307,109.74	307,109.74	
45SW Project Fund			
Goldman Sachs	17,477,848.91	17,477,848.91	
45SW Trust Account Travis County			
Goldman Sachs	0.00	0.00	
		<u>\$ 575,309,266.80</u>	

**CTRMA INVESTMENT REPORT**

	Month Ending 2/28/19					Rate February	
	Balance 2/1/2019	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 2/28/2019
<b>Amount in Trustee TexStar</b>							
2011 Sr Lien Financial Assist Fund	15,626,902.62			28,771.49		15,655,674.11	2.4001%
2013 Sub Lien Debt Service Reserve General Fund	5,155,477.33 25,423,960.43			9,492.03 46,809.36		5,164,969.36 25,470,769.79	2.4001%
Trustee Operating Fund Renewal and Replacement Grant Fund	4,240,086.86 393,528.86 4,346,531.54	1,000,000.00		7,017.14 724.53 8,002.63	2,000,000.00	3,247,104.00 394,253.39 4,354,534.17	2.4001%
Senior Lien Debt Service Reserve Fund	5,844,612.70			10,760.83		5,855,373.53	2.4001%
2015A Sr Ln Project Cap Interest	32,091,835.24			59,085.92		32,150,921.16	2.4001%
2015B Sr Ln Project	7,782,124.87			14,328.09		7,796,452.96	2.4001%
2015C TIFIA Project	48,637,745.57			89,549.48		48,727,295.05	2.4001%
	<b>149,542,806.02</b>	<b>1,000,000.00</b>		<b>274,541.50</b>	<b>2,000,000.00</b>	<b>148,817,347.52</b>	
<b>Amount in TexStar Operating Fund</b>	<b>231,622.56</b>	<b>2,000,000.00</b>		<b>622.85</b>	<b>2,000,000.00</b>	<b>232,245.41</b>	<b>2.4001%</b>
<b>Goldman Sachs</b>							
Operating Fund	26,036.43	1,055,217.97		37.81	1,000,690.14	80,602.07	2.3100%
45SW Trust Account Travis County	8.29			0.02	8.31	0.00	2.3100%
45SW Project Fund	18,728,396.99	8.31		36,235.63	1,286,792.02	17,477,848.91	2.3100%
2015B Project Account	23,399,100.09			36,497.03		23,435,597.12	2.3100%
2015C TIFIA Project Account	85,894,527.23			111,676.77	4,048,425.19	81,957,778.81	2.3100%
2015E SIB Project Account	283.78			0.29		284.07	2.3100%
2011 Sr Financial Assistance Fund	4.21			0.01		4.22	2.3100%
2010 Senior DSF	649,682.98	635,693.41		815.89		1,286,192.28	2.3100%
2011 Senior Lien Debt Service Acct	769,752.11			1,516.34		771,268.45	2.3100%
2013 Senior Lien Debt Service Acct	871,997.73	828,625.46		1,454.32		1,702,077.51	2.3100%
2013 Subordinate Debt Service Acct	644,231.18	597,628.76		1,059.51		1,242,919.45	2.3100%
2015 Sr DSA	0.00	7,469,750.00		0.00	7,469,750.00	0.00	2.3100%
2015 Sr Capitalized Interest	0.02			1.25		1.27	2.3100%
2015B Debt Service Acct	296,333.93	284,658.21		446.56		581,438.70	2.3100%
2016 Sr Lien Rev Refunding Debt Service Account	3,492,004.40	1,170,602.87		6,273.63		4,668,880.90	2.3100%
2016 Sub Lien Rev Refunding Debt Service Account	325,028.25	310,770.60		504.43		636,303.28	2.3100%
2016 Sub Lien Rev Refunding DSR	1,844,718.99	25,000.00		3,633.93		1,873,352.92	2.3100%
2018 Sr Lien Project Cap I	7,780,405.16			15,343.08		7,795,748.24	2.3100%
2018 Sr Lien Project Account	39,124,922.25			77,067.54		39,201,989.79	2.3100%
2018 Sub Lien Project Account	34,218,879.66			67,552.54	5,202,878.27	29,083,553.93	2.3100%
2018 Sub Debt Service Account	153,563.31	153,367.34		179.09		307,109.74	2.3100%
Grant Fund	512,163.53	25,000.00		1,008.92		538,172.45	2.3100%
Renewal and Replacement	14,740.03			29.04		14,769.07	2.3100%
Revenue Fund	4,418,332.73	9,377,390.50		4,747.55	11,543,337.07	2,257,133.71	2.3100%
General Fund	53,927,190.07	5,135,555.11		91,090.07	280,723.98	58,873,111.27	2.3100%
Senior Lien Debt Service Reserve Fund	26,267,110.74	100,000.00		51,744.93		26,418,855.67	2.3100%
71E Revenue Fund	8,731,664.93	642,535.23		16,830.32	40,639.93	9,350,390.55	2.3100%
2013 Sub Debt Service Reserve Fund	3,559,164.48			7,011.24		3,566,175.72	2.3100%
MoPac Revenue Fund	33,747.99	1,151,894.24		1,598.08	807,250.98	379,989.33	2.3100%
MoPac General Fund	2,527,327.21	607,250.98		2,881.15	51,453.66	3,086,005.68	2.3100%
MoPac Operating Fund	789,052.82	363,920.00		1,530.20	150,554.94	1,003,948.08	2.3100%
MoPac Loan Repayment Fund	57,209.10	51,453.66		46.93	57,209.10	51,500.59	2.3100%
MoPac Managed Lane Construction Fund	9,458,381.00	6,063.75		23,054.55	617,611.33	8,869,887.97	2.3100%
	<b>328,515,961.62</b>	<b>29,992,386.40</b>	<b>0.00</b>	<b>561,868.65</b>	<b>32,557,324.92</b>	<b>326,512,891.75</b>	
<b>Amount in Fed Agencies and Treasuries</b>							
Amortized Principal	99,687,334.81		59,447.31			99,746,782.12	
	99,687,334.81	0.00	59,447.31	0.00	0.00	99,746,782.12	
<b>Certificates of Deposit</b>							
<b>Total in Pools</b>	149,774,428.58	3,000,000.00		275,164.35	4,000,000.00	149,049,592.93	
<b>Total in GS FSGF</b>	328,515,961.62	29,992,386.40		561,868.65	32,557,324.92	326,512,891.75	
<b>Total in Fed Agencies and Treasuries</b>	99,687,334.81	0.00	59,447.31		0.00	99,746,782.12	
<b>Total Invested</b>	<b>577,977,725.01</b>	<b>32,992,386.40</b>	<b>59,447.31</b>	<b>837,033.00</b>	<b>36,557,324.92</b>	<b>575,309,266.80</b>	

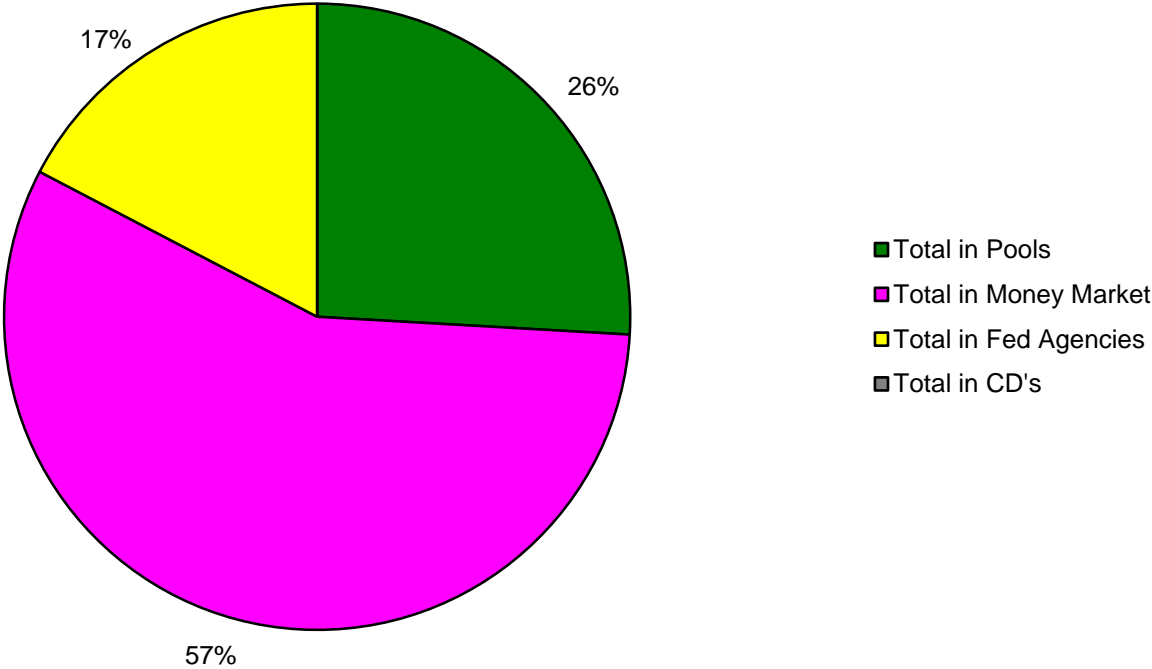
All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevant provisions of the Public Funds Investment Act Chapter 2256.023

William Chapman, CFO

Mary Temple, Controller

2/28/2019

# Allocation of Funds



Amount of Investments As of February 28, 2019

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Home loan Bank	313378QK0	10,253,642.07	10,006,861.37	9,999,670.00	1.0369%	2/8/2016	3/8/2019	2015B Sr Project
Federal Home loan Bank	3135G0P49sub	4,921,265.00	4,964,391.21	4,962,945.00	2.4520%	7/20/2018	8/28/2019	2016 Sub DSRF
Federal Home loan Bank	3135G0P49	19,685,060.00	19,857,564.82	19,851,780.00	2.4520%	7/20/2018	8/28/2019	Senior DSRF
US Treasury Note	912828C65	19,929,687.50	19,994,977.68	19,981,250.00	1.9260%	1/25/2018	3/31/2019	Senior DSRF
Farmer Mac	3132X0W64	10,000,000.00	10,000,000.00	9,998,830.00	2.3297%	5/8/2018	5/15/2019	Senior DSRF
Fannie Mae	3135G0P49gnt	4,921,265.00	4,964,391.21	4,962,945.00	2.4520%	7/20/2018	8/28/2019	Grant Fund
US Treasury Note	912828D23	9,946,093.75	9,988,448.66	9,983,593.80	2.3250%	7/20/2018	4/30/2019	2015C TIFIA Project
Federal Home loan Bank	3137EADZ9	19,824,200.00	19,970,147.17	19,969,500.00	2.3352%	7/20/2018	4/15/2019	2015C TIFIA Project
		<u>99,481,213.32</u>	<u>99,746,782.12</u>	<u>99,710,513.80</u>				

Agency	CUSIP #	COST	Cumulative Amortization	2/28/2019		Interest Income February 28, 2019		
				Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
Federal Home loan Bank	313378QK0	10,253,642.07	246,780.70	10,006,861.37	10,000,000.00	15,625.00	(6,861.37)	8,763.63
Federal Home loan Bank	3135G0P49sub	4,921,265.00	43,126.21	4,964,391.21	25,000,000.00	4,166.67	5,934.80	10,101.47
Federal Home loan Bank	3135G0P49	19,685,060.00	172,504.82	19,857,564.82	20,000,000.00	16,666.67	23,739.20	40,405.87
US Treasury Note	912828C65	19,929,687.50	(65,290.18)	19,994,977.68	20,000,000.00	27,083.33	5,022.32	32,105.65
Farmer Mac	3132X0W64	10,000,000.00	-	10,000,000.00	10,000,000.00	19,416.67	-	19,416.67
Fannie Mae	3135G0P49gnt	4,921,265.00	43,126.21	4,964,391.21	5,000,000.00	4,166.67	5,934.80	10,101.47
US Treasury Note	912828D23	9,946,093.75	42,354.91	9,988,448.66	10,000,000.00	13,541.67	5,775.67	19,317.34
Federal Home loan Bank	3137EADZ9	19,824,200.00	145,947.17	19,970,147.17	20,000,000.00	18,750.00	19,901.89	38,651.89
		<u>99,481,213.32</u>	<u>628,549.84</u>	<u>99,746,782.12</u>	<u>120,000,000.00</u>	<u>119,416.68</u>	<u>59,447.31</u>	<u>178,863.99</u>

## ESCROW FUNDS

### Travis County Escrow Fund - Elroy Road

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>2/1/2019</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>2/28/2019</b>
Goldman Sachs	1,589,956.10		3,132.05	138,468.62	1,454,619.53

### Campo Regional Infrastructure Fund

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>2/1/2019</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>2/28/2019</b>
Goldman Sachs	4,055,516.34		7,988.48	-	4,063,504.82

### 183S Utility Custody Deposit

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>2/1/2019</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>2/28/2019</b>
Goldman Sachs	526.51		57.20	583.71	-



**183 South Design-Build Project**  
**Contingency Status**  
 February 28, 2019



**Original Construction Contract Value: \$581,545,700**

<b>Total Project Contingency</b>	<b>\$47,860,000</b>
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<b>Obligations</b>	CO#1 City of Austin ILA Adjustment	(\$2,779,934)
	CO#2 Addition of Coping to Soil Nail Walls	\$742,385
	CO#4 Greenroads Implementation	\$362,280
	CO#6 51st Street Parking Trailhead	\$477,583
	CO#9 Patton Interchange Revisions	\$3,488,230
	Others Less than \$300,000 (6)	\$771,575
	CO#10 City of Austin Utility (\$1,010,000 - no cost to RMA)	\$0
	Executed Change Orders	\$3,062,119
	Change Orders Under Negotiation	\$8,570,000
	Potential Contractual Obligations	\$10,510,000

<b>(-) Total Obligations</b>	<b>\$22,142,119</b>
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<b>Remaining Project Contingency</b>	<b>\$25,717,881</b>
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**SH 45SW Construction  
Contingency Status**  
February 28, 2019



**Original Construction Contract Value: \$75,103,623**

<b>Total Project Contingency</b>		<b>\$ 7,520,000</b>
<b>Obligations</b>	CO #04 Installation of PEC and TWC Conduits	\$ 458,439
	CO #05 Installation of SSTR Drilled Shafts and Moment Slab	\$ 538,945
	Total of Others Less than \$300,000 (14)	\$ 326,264
	Executed Change Orders	\$ 1,323,648
	Change Orders in Negotiations	\$ 60,478
	Potential Contractual Obligations	\$ 2,466,582
	<b>(-) Total Obligations</b>	<b>\$ 3,850,708</b>
	<b>Remaining Project Contingency</b>	<b>\$ 3,669,292</b>



**MOPAC Construction**  
**Financial Status**  
 February 28, 2019



**Original Construction Contract Value: \$ 136,632,100**

<b>Change Orders</b>	CO#01B	5th & Cesar Chavez SB Reconfig (Construction)	\$593,031	<b>Approved = \$12.9M</b>
	CO#05B	FM 2222 Bridge NB Ret Wall Abutment Repair (Construction)	\$850,000	
	CO#07	FM 2222 Exit Storage Lane	\$426,000	
	CO#08C	Refuge Area: Added Shoulder Adjustment Sound Wall #1	\$2,508,548	
	CO#09	Westover SB Frontage Repairs	\$450,000	
	CO#12	Barrier Rail Opaque Seal	\$542,419	
	CO#17	Bike and Ped Improvements at Far West Blvd Bridge/FM 2222	\$971,889	
	CO#20	Northern Terminus Sound Wall #3	(\$1,210,540)	
	CO#32	Void of CO#05B, #09, #10, UPRR	(\$1,501,437)	
	CO#33	Shared Use Path at US 183	(\$1,000,000)	
	CO#34	Undercrossing Fire Protection	\$1,412,574	
	CO#35	TxDOT Duct Bank Interference	\$1,357,196	
	CO#36	Non-Compliant Existing Illumination	\$2,226,189	
	CO#37	NB Pavement Cross Slope and Profile Corrections	\$3,635,477	
	CO#38	SB Pavement Cross Slope and Profile Corrections	\$3,100,298	
CO#39	Unidentified Utilities	\$1,215,854		
CO#42	NB04, NB08, and Westminster Wall Revisions	(\$402,964)		
	Total of Others Less than \$300,000 (21)	\$1,572,258		
<b>Executed Change Orders</b>			<b>\$ 16,746,792</b>	
<b>Revised Construction Contract Value</b>			<b>\$ 153,378,892</b>	
<b>Change Orders under Negotiation</b>			<b>\$ -</b>	
<b>Potential Construction Contract Value</b>			<b>\$ 153,378,892</b>	
<b>Incentive/Milestone</b>			<b>\$ 21,500,000</b>	
<b>Potential Construction Contract Value with Incentive/Milestone</b>			<b>\$ 176,931,304</b>	
<b>Amount paid CH2M for Incentives/Milestones</b>			<b>\$ (16,825,210)</b>	
<b>Amount paid CH2M through February 2019 draw (as of 2/28/2019)</b>			<b>\$ (125,299,740)</b>	
<b>Assessed Liquidated Damages</b>			<b>\$ (20,000,000)</b>	
<b>Potential Amount Payable to CH2M</b>			<b>\$ 13,631,565</b>	



**290E Ph. III**  
**Contingency Status**  
 February 28, 2019



**Original Construction Contract Value: \$71,236,424**

<b>Total Project Contingency</b>	<b>\$25,926,282</b>
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<b>Obligations</b>	Others Less than \$300,000 (0)	\$0
	Executed Change Orders	\$0
	Change Orders Under Negotiation	\$0
	Potential Contractual Obligations	\$360,000

<b>(-) Total Obligations</b>	<b>\$360,000</b>
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<b>Remaining Project Contingency</b>	<b>\$25,566,282</b>
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## Monthly Newsletter - February 2019

### Performance

#### As of February 28, 2019

Current Invested Balance	\$9,198,012,187.60
Weighted Average Maturity (1)	49 Days
Weighted Average Maturity (2)	109 Days
Net Asset Value	0.999964
Total Number of Participants	891
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$17,727,668.86
Management Fee Collected	\$432,428.36
% of Portfolio Invested Beyond 1 Year	6.72%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

#### February Averages

Average Invested Balance	\$9,394,653,623.41
Average Monthly Yield, on a simple basis	2.4001%
Average Weighted Average Maturity (1)*	45 Days
Average Weighted Average Maturity (2)*	99 Days

#### Definition of Weighted Average Maturity (1) & (2)

- (1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.
- (2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

\* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

### New Participants

We would like to welcome the following entity who joined the TexSTAR program in February:

★ El Paso County

### Holiday Reminders

In observance of Good Friday, **TexSTAR will be closed Friday, April 19, 2019**. All ACH transactions initiated on Thursday, April 18th will settle on Monday, April 22nd. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

### Economic Commentary

Optimism about the US-China trade agreement and dovish Fed rhetoric propelled risk assets higher in February. On the trade front, President Trump indicated that he would consider extending the deadline for new tariffs as both parties strived to make progress in negotiations. In Washington, lawmakers reached a bipartisan compromise on U.S. border security to avoid another government shutdown. Federal Reserve (Fed) Chairman Powell, in his testimony to the Senate Banking Committee, said that the Fed was in no rush to raise rates, as the domestic outlook has become more clouded. Additionally, patience enables the Fed to consider the slowing global economy and its impact on the U.S. The minutes of the January Federal Open Market Committee (FOMC) meeting not only confirmed the shift in rhetoric on interest rate increases, but they also indicated a shift in the Fed's stance on the balance sheet, in which most participants favored an end to balance sheet normalization in late 2019.

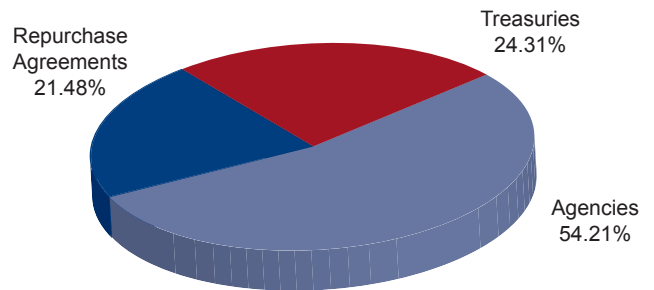
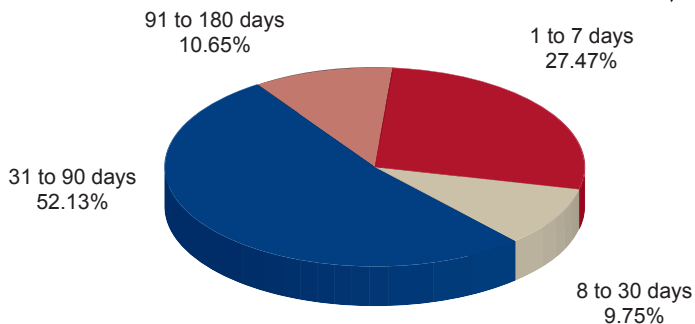
Looking ahead at 2019, the first quarter will pose some challenges: primarily due to residual seasonality, tighter financial conditions and the impact of the U.S. government shutdown. The domestic drivers of U.S. growth continue to remain intact, and consumption will continue to be a principal driver of economic growth. The boost from fiscal spending will start to fade in the second half of 2019. The biggest headwinds to the U.S. economy could stem from factors such as the risk that China is unable to stabilize its economy, a further slowdown in European growth or an escalation in trade wars. The FOMC has fully shifted away from pre-set quarterly rate hikes towards data dependence. The recent tightening in financial conditions in Q4 and uncertain global economic backdrop has translated into a Fed that is more willing to be patient in the current environment. Additionally, patience offers little risk as inflation remains muted and the Committee believes the fed funds rate is now closer to a neutral rate. We think the Fed will likely raise rates again in the second half of 2019 after pausing to assess the landscape. During this time, we expect the labor market to continue to tighten, inflation to move gradually higher, lingering fiscal stimulus to have a positive impact on the first half of the year and regulatory reform to proceed.

This information is an excerpt from an economic report dated February 2019 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

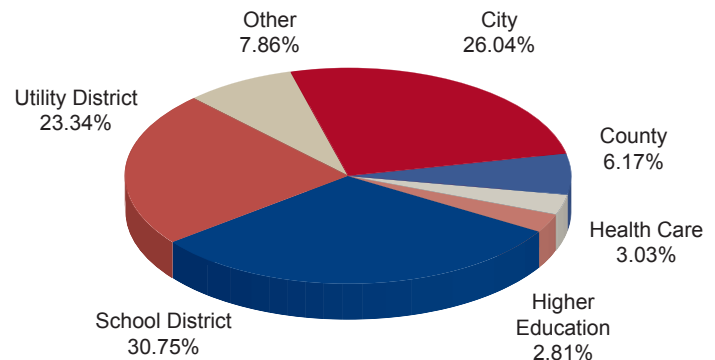
**For more information about TexSTAR, please visit our web site at [www.texstar.org](http://www.texstar.org).**

# Information at a Glance

## Portfolio by Type of Investment As of February 28, 2019



## Portfolio by Maturity As of February 28, 2019



## Distribution of Participants by Type As of February 28, 2019

# Historical Program Information

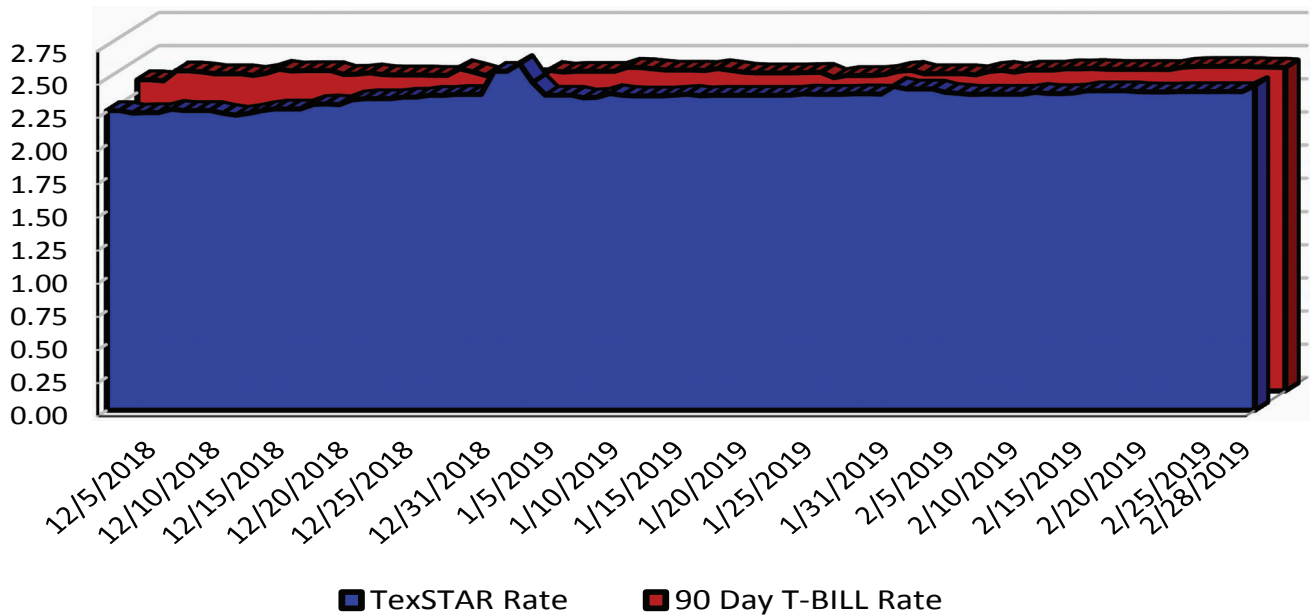
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Feb 19	2.4001%	\$9,198,012,187.60	\$9,197,689,206.82	0.999964	45	99	891
Jan 19	2.3937%	8,624,044,987.80	8,623,938,284.28	0.999987	37	82	890
Dec 18	2.3069%	7,738,483,374.11	7,738,245,287.60	0.999940	40	95	888
Nov 18	2.2176%	6,683,233,268.87	6,682,898,473.43	0.999949	41	102	886
Oct 18	2.1615%	6,581,942,899.40	6,581,269,831.00	0.999897	41	101	884
Sep 18	1.9995%	6,458,418,968.50	6,458,002,746.78	0.999935	30	96	883
Aug 18	1.9225%	6,701,017,159.16	6,701,228,119.73	0.999971	24	91	879
Jul 18	1.8965%	6,837,425,331.68	6,837,427,966.67	1.000000	19	84	877
Jun 18	1.8300%	6,250,002,595.51	6,250,027,195.61	0.999991	26	99	874
May 18	1.7258%	6,489,773,533.02	6,489,474,005.73	0.999953	29	106	868
Apr 18	1.6304%	6,358,425,417.53	6,358,101,312.82	0.999949	18	99	861
Mar 18	1.4995%	6,461,363,510.56	6,460,804,379.93	0.999892	28	105	857

# Portfolio Asset Summary as of February 28, 2019

	Book Value	Market Value
Uninvested Balance	\$ 428.95	\$ 428.95
Accrual of Interest Income	7,386,135.75	7,386,135.75
Interest and Management Fees Payable	(17,795,451.99)	(17,795,451.99)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	1,977,854,999.86	1,977,854,999.86
Government Securities	7,230,566,075.03	7,230,243,094.25
<b>Total</b>	<b>\$ 9,198,012,187.60</b>	<b>\$ 9,197,689,206.82</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

# TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill. The TexSTAR yield is calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

## Daily Summary for February 2019

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
2/1/2019	2.4211%	0.000066331	\$8,950,892,763.32	0.999985	42	94
2/2/2019	2.4211%	0.000066331	\$8,950,892,763.32	0.999985	42	94
2/3/2019	2.4211%	0.000066331	\$8,950,892,763.32	0.999985	42	94
2/4/2019	2.3961%	0.000065646	\$9,080,650,098.62	0.999991	41	92
2/5/2019	2.3879%	0.000065422	\$9,248,705,824.55	0.999997	41	91
2/6/2019	2.3798%	0.000065199	\$9,279,581,179.17	0.999980	40	98
2/7/2019	2.3828%	0.000065283	\$9,319,226,667.30	0.999992	41	96
2/8/2019	2.3816%	0.000065249	\$9,719,483,018.82	0.999989	42	94
2/9/2019	2.3816%	0.000065249	\$9,719,483,018.82	0.999989	42	94
2/10/2019	2.3816%	0.000065249	\$9,719,483,018.82	0.999989	42	94
2/11/2019	2.3962%	0.000065648	\$9,702,003,247.44	0.999975	46	97
2/12/2019	2.3869%	0.000065394	\$9,813,615,419.43	0.999977	46	98
2/13/2019	2.3860%	0.000065369	\$9,867,972,232.31	0.999984	46	97
2/14/2019	2.3915%	0.000065521	\$9,706,816,428.74	0.999984	47	99
2/15/2019	2.4079%	0.000065970	\$9,411,494,415.38	0.999983	45	98
2/16/2019	2.4079%	0.000065970	\$9,411,494,415.38	0.999983	45	98
2/17/2019	2.4079%	0.000065970	\$9,411,494,415.38	0.999983	45	98
2/18/2019	2.4079%	0.000065970	\$9,411,494,415.38	0.999983	45	98
2/19/2019	2.4005%	0.000065767	\$9,444,584,928.24	0.999989	46	100
2/20/2019	2.3992%	0.000065731	\$9,390,149,433.93	0.999978	46	104
2/21/2019	2.3987%	0.000065718	\$9,384,336,666.25	0.999969	48	106
2/22/2019	2.4017%	0.000065799	\$9,331,267,923.69	0.999974	47	105
2/23/2019	2.4017%	0.000065799	\$9,331,267,923.69	0.999974	47	105
2/24/2019	2.4017%	0.000065799	\$9,331,267,923.69	0.999974	47	105
2/25/2019	2.4016%	0.000065796	\$9,321,432,638.94	0.999966	45	106
2/26/2019	2.4020%	0.000065809	\$9,324,933,664.99	0.999970	47	105
2/27/2019	2.4012%	0.000065785	\$9,317,372,058.85	0.999966	49	109
2/28/2019	2.4473%	0.000067048	\$9,198,012,187.60	0.999964	49	109
Average	2.4001%	0.000065755	\$9,394,653,623.41		45	99



**TexSTAR Participant Services**  
**1201 Elm Street, Suite 3500**  
**Dallas, TX 75270**  
**1-800-839-7827**

### ***TexSTAR Board Members***

William Chapman	Central Texas Regional Mobility Authority	Governing Board President
Nell Lange	City of Frisco	Governing Board Vice President
Eric Cannon	City of Allen	Governing Board Treasurer
David Medanich	Hilltop Securities	Governing Board Secretary
Jennifer Novak	J.P. Morgan Asset Management	Governing Board Asst. Sec./Treas.
Monte Mercer	North Central TX Council of Government	Advisory Board
Becky Brooks	City of Grand Prairie	Advisory Board
Nicole Conley	Austin ISD	Advisory Board
David Pate	Richardson ISD	Advisory Board
James Mauldin	University of North Texas System	Advisory Board
Ron Whitehead	Qualified Non-Participant	Advisory Board



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CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 27, 2019  
**AGENDA ITEM #9**

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Approve financial institutions and qualified brokers authorized to provide investment services and engage in investment transactions with the Mobility Authority and reaffirm the CTRMA investment policy

Strategic Plan Relevance: Regional Mobility  
Department: Finance  
Contact: Bill Chapman, Chief Financial Officer  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Consider and act on draft resolution

Summary:

Texas Government Code §2256.005(e) requires the Board to, at least annually, review and either revise or reaffirm the Mobility Authority investment policy and strategy. The investment policy and strategy is located in Article 5 of Chapter 2 of the Mobility Authority Policy Code. This code establishes that “it is the policy of the authority to invest public funds in a manner which will provide the maximum security with the highest investment return while meeting the daily cash flow demands of the authority conforming to all state and local statutes governing investment of public funds”. A copy of the current investment policy and strategy is included in the backup materials. No amendments are recommended with this review. Therefore, staff recommends affirming the current CTRMA Investment policy.

Texas Government Code §2256.025 and Mobility Authority Policy Code §201.011 require the Board to annually review and approve the financial institutions and qualified brokers authorized to provide investment services and engage in investment transactions with the Mobility Authority. The recommended list of authorized financial institutions and investment brokers is included in the backup materials.

Backup provided: Draft Resolution  
List of authorized financial institutions and investment brokers  
CTRMA Investment Policy



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

**RESOLUTION NO. 19-0XX**

**APPROVING FINANCIAL INSTITUTIONS AND QUALIFIED BROKERS  
AUTHORIZED TO PROVIDE INVESTMENT SERVICES AND ENGAGE IN  
INVESTMENT TRANSACTIONS WITH THE MOBILITY AUTHORITY.**

WHEREAS, pursuant to Texas Government Code §2256.005(e), the Board is required to review the Mobility Authority's investment policy and investment strategy annually and record any changes made to either the investment policy or investment strategy; and

WHEREAS, Article 5 of Chapter 2 of the Mobility Authority Policy Code establishes the Mobility Authority's investment policy and strategy in compliance with the Texas Public Funds Investment Act, Chapter 2256 of the Texas Government Code; and

WHEREAS, the Board has reviewed the Mobility Authority's current investment policy and strategy set forth in Article 5 of Chapter 2 of the Mobility Authority Policy Code and finds that there have been no changes to either the policy or strategy; and

WHEREAS, pursuant to Texas Government Code §2256.025, the Board is required to review and adopt a list of qualified brokers that are authorized to engage in investment transactions with the Mobility Authority; and

WHEREAS, Section 201.011(a) of the Mobility Authority Policy Code provides that "financial institutions and qualified brokers authorized to provide investment services and engage in investment transactions with the authority" shall be approved by a separate resolution adopted by the Board of Directors; and

WHEREAS, the Executive Director and Chief Financial Officer recommend that the Board approve the financial institutions and qualified brokers listed on Exhibit A to this resolution.

NOW, THEREFORE, BE IT RESOLVED that Board accepts and approves the current investment policy and strategy set forth in Article 5 of Chapter 2 of the Mobility Authority Policy Code; and

BE IT FURTHER RESOLVED, that the firms listed on Exhibit A to this resolution are hereby authorized to provide investment services and engage in investment transactions with the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27<sup>th</sup> day of March 2019.

Submitted and reviewed by:

Approved:

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Geoff Petrov, General Counsel

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Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

## Authorized Investment Broker Dealers and Financial Institutions

Alamo Capital (Wes Hall)  
201 N. Civic Dr, Suite 145  
Walnut Creek, CA 94596

Cantor Fitzgerald (Gilbert Ramon)  
1700 Post Oak Blvd, 2 BLVD Place, Suite 250  
Austin, TX 78701

FTN Financial Capital Markets (John Saragusa)  
206 Wild Basin Road, Suite 109  
Austin, Texas 78746

Ladenburg Thalmann & Co. (Steve Neri)  
2020 Main Street, Suite 650  
Irvine, California 92614

Multi-Bank Securities, Inc. (Mack MacReynolds)  
1000 Town Center #2300  
Southfield, MI 48075

Oppenheimer & Co. Inc. (Paul Sullivan/Chris Sullivan)  
85 Broad Street, 22<sup>nd</sup> Floor  
New York, NY 10004

Rice Financial Products company (Jared Fragin)  
55 Broad Street, 27<sup>th</sup> Floor  
New York, NY 10004

Vining Sparks IBG, L.P. (Josh Gorham)  
775 Ridge Lake Boulevard  
Memphis, TN 38120

# MOBILITY AUTHORITY POLICY CODE

## Chapter 2: FINANCES

### Article 5. INVESTMENT POLICY AND STRATEGY

#### 201.001 Overview

This article is adopted and intended to comply with the Texas Public Funds Investment Act, Chapter 2256, Government Code, as that act may be amended from time to time (the “PFIA”). It is the policy of the authority to invest public funds in a manner which will provide the maximum security with the highest investment return while meeting the daily cash flow demands of the authority conforming to all state and local statutes governing the investment of public funds. The authority’s Investment Policy and Strategy is approved by the board and is adopted to provide investment policy and strategy guidelines for use by authority staff and its advisors.

#### 201.002 Scope

This article applies to all investment activities of authority funds except those subject to other investment covenants, or excluded by contract. All funds covered by this article shall be invested in accordance with the PFIA. These funds are accounted for in the authority's annual financial report and include:

- (1) Revenue Fund
- (2) Rebate Fund
- (3) Operating Funds
- (4) Debt Service Funds
- (5) Debt Service Reserve Funds
- (6) Renewal and Replacement Fund
- (7) General Fund
- (8) Capital Projects Funds

#### 201.003 Objectives

The primary objectives, in priority order, of investment activities shall be:

## MOBILITY AUTHORITY POLICY CODE

- (1) Safety: Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective shall be to mitigate credit risk and interest rate risk.
- (2) Credit Risk: Credit risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:
  - (3) Limiting investments to the safest types of securities; as listed in Section 201.014.
  - (4) Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisors with which the authority will do business; and,
  - (5) Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
- (6) Interest Rate Risk: Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:
  - (7) Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing projects, thereby avoiding the need to sell securities on the open market prior to maturity; and,
  - (8) By investing operating funds primarily in shorter-term securities, money market mutual funds or similar investment pools and limiting the average maturity of the portfolio in accordance with Section 201.009.
- (9) Liquidity: The investment portfolio shall remain sufficiently liquid to meet all project and operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands.
- (10) Yield: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall be held to maturity with the following exceptions:
  - (11) A declining credit security could be sold early to minimize loss of principal;
  - (12) A security swap would improve the quality, yield, or target duration in the portfolio; or,
  - (13) Liquidity needs of the portfolio require that the security be sold.
- (14) Public Trust: Participants in the authority's investment process shall act responsibly as public trust custodians. Investment Officers shall avoid transactions which might impair public confidence in the authority's ability to manage effectively.

# MOBILITY AUTHORITY POLICY CODE

## 201.004 Standards Of Care

(a) Prudence: The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. An Investment Officer acting in accordance with the Investment Policy and Strategy and written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

(b) Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

## 201.005 Ethics and Conflicts

(a) Investment Officers shall refrain from personal business activity that could conflict with or be perceived to conflict with the proper execution and management of the investment program, or that could impair their ability to make an impartial decision. An Investment Officer shall refrain from undertaking personal investment transactions with an individual person with whom business is conducted on behalf of the authority.

(b) For purposes of this section, an investment officer has a personal business relationship with a business organization if:

- (1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- (2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or
- (3) the investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

(c) An Investment Officer shall file with the Texas Ethics Commission and with the board a statement disclosing the existence of the relationship if the Investment Officer:

- (1) has a personal business relationship with a business organization offering to engage in an investment transaction with the authority; or
- (2) is related within the second degree by affinity or consanguinity, as determined under Chapter 573, Government Code, to an individual seeking to sell an investment to the authority.

# MOBILITY AUTHORITY POLICY CODE

## **201.006 Designation of Investment Officer**

The chief financial officer and controller are designated and shall act as the Investment Officers of the authority and shall have responsibility for managing the authority's investment program. Additional authority personnel may also be designated as an Investment Officer with approval of the board. Written operational and investment procedures consistent with this chapter shall be established. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this chapter and the established procedures.

## **201.007 Investment Advisor**

The board may select an Investment Advisor to advise the authority on investment of funds and other responsibilities as outlined in this article including but not limited to broker compliance, security selection, competitive bidding, reporting and security documentation. The Investment Advisor must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisor's Act of 1940 as well as with the Texas State Securities Board.

## **201.008 Required Training**

The chief financial officer and controller and any other person designated by resolution of the board as an Investment Officer shall attend at least one training session relating to the responsibilities of maintaining the investment portfolio within 12 months after taking office or assuming duties; and shall attend a training session not less than once every two years and receive not less than ten hours of training. Such training, from an independent source, shall include education in investment controls, security risks, strategy risks, market risks, and compliance with the PFIA. Training required by this section shall be from an independent source certified to provide training required by the PFIA and approved or endorsed by the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, or the North Central Texas Council of Governments.

## **201.009 Investment Strategies**

- (a) The authority's investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.
- (b) Market Yield Benchmark: The authority's investment strategy is conservative. Given this strategy, the basis used by the chief financial officer to determine whether minimum market yields

# MOBILITY AUTHORITY POLICY CODE

are being achieved shall be the six month T-bill rate. Investment Officers and Investment Advisors shall strive to safely exceed minimum market yield within policy and market constraints.

(c) **Maximum Maturities:** To the extent possible, the authority will attempt to match its individual investments with anticipated cash flow requirements of each fund. However, in no instance shall the maximum stated maturity of an individual investment exceed five years, unless approved by the board.

## **201.010 Diversification**

The authority will seek to diversify investments, by security types and maturity dates in order to avoid incurring unreasonable risks.

## **201.011 Authorized Financial Institutions and Qualified Brokers**

(a) The board shall approve by separate resolution the financial institutions and qualified brokers authorized to provide investment services and engage in investment transactions with the authority. These may include “primary” brokers or regional brokers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).

(b) Each security broker who desires to become qualified and authorized under this section to engage in investment transactions with the authority must supply the chief financial officer with the following:

- (1) Audited financial statements;
- (2) Proof of National Association of Securities Dealers (NASD) certification;
- (3) Proof of state registration;
- (4) The completed security broker/dealer questionnaire in the form approved by the board in a separate resolution; and,
- (5) A written certification relating to this Investment Policy and Strategy signed by a qualified representative of the firm in the form approved by the board in a separate resolution. The authority will not enter into an investment transaction with a security broker/dealer prior to receiving this written certification and acknowledgement.

(c) A current audited financial statement is required to be on file for each financial institution and broker in which the authority invests. An annual review of the financial condition and registrations of qualified brokers will be conducted by the executive director.

(d) In accordance with state law, the authority requires all funds held by financial institutions above the Federal Deposit Insurance Corporation (FDIC) insurance limit to be collateralized with securities whose market value is pledged at 102% of principal and accrued interest by that institution



# MOBILITY AUTHORITY POLICY CODE

with the authority's custodial bank. Private insurance coverage is not an acceptable collateralization form. Securities which are acceptable for collateralization purposes are as follows:

- (1) FDIC insurance coverage.
- (2) A bond bill, certificate of indebtedness, or Treasury note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States (i.e. Treasury Agency issues).
- (3) Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas.
- (4) A bond of the State of Texas or a country, city or other political subdivision of the State of Texas having been rated as investment grade by a nationally recognized rating agency with a remaining maturity of ten years or less.

## **201.012 Custody - Delivery vs. Payment**

All security transactions entered into by the authority shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by the authority's custodial bank and evidenced by safekeeping receipts.

## **201.013 Safekeeping of Securities**

- (a) Securities purchased for the authority's portfolios will be delivered in book entry form and will be held in third party safekeeping by a Federal Reserve member financial institution designated as the authority's safekeeping and custodian bank.
- (b) The authority will execute Safekeeping Agreements prior to utilizing the custodian's safekeeping services. The safekeeping agreement must provide that the safekeeping agent will immediately record and promptly issue and deliver a safekeeping receipt showing the receipt and the identification of the security, as well as the authority's interest. All securities owned by the authority will be held in a Customer Account naming the authority as the customer.
- (c) The safekeeping institution shall annually provide a copy of their most recent report on internal controls (Statement of Auditing Standards no. 70 or SAS 70).

## **201.014 Authorized And Suitable Investments**

- (a) The investment of authority funds will be made using only those investment types approved by the board and which are in accordance with the PFIA. The approved investment types will be limited to the following:
  - (1) U.S. Treasury and Federal Agency Issues.

## MOBILITY AUTHORITY POLICY CODE

- (2) Certificates of Deposit as authorized under Section 2256.010 of the PFIA.
- (3) Repurchase Agreements, including flexible Repurchase Agreements, collateralized by U.S. Treasury or Federal Agency Securities whose market value is 102% of the authority's investment and are pledged and held with the authority's custodial bank or a third-party safekeeping agent approved by the authority. Repurchase agreements must also be secured in accordance with State law. Each counter party to a repurchase transaction is required to sign a copy of an Investment Repurchase Agreement under the guidelines of Section 2256.011 of the PFIA, using the Bond Market Association Public Securities Association Master Repurchase Agreement as a general guide and with such changes thereto as are deemed in the best interest of the authority. Such an Agreement must be executed prior to entering into any transaction with a repo counterparty.
- (4) Guaranteed Investment Contracts (GIC's) collateralized by U.S. Treasury or Federal Agency Securities whose market value is 102% of the authority's investment and are pledged and held with the authority's custodial bank or a third-party safekeeping agent approved by the authority. Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested for a term which exceeds five years from the date of bond issuance.
- (5) Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "AA" or its equivalent, with fixed interest rates and fixed maturities.
- (6) SEC registered no-load money market mutual funds with a dollar weighted average portfolio maturity of 90 days or less; that fully invest dollar for dollar all authority funds without sales commissions or loads; and whose investment objectives include the maintenance of a stable net asset value of \$1 per share
- (7) Local government investment pools, which are "AAA" rated by a nationally recognized bond rating company (e.g., Moody's, S&P, Fitch), and which participation in any particular investment pool(s) has been authorized by resolution of the board, not to exceed 80% of the total investment portfolio less bond funds. Bond funds may be invested at 100%.
  - (b) The authority is prohibited from purchasing any security that is not authorized by Texas law, or any direct investment in asset-backed or mortgage-backed securities. The authority expressly prohibits the purchase of inverse floaters, interest-only (IO) and principal-only (PO) collateralized mortgage obligations (CMO's).
  - (c) An Investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The Investment Officers shall monitor the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. The authority shall take all prudent measures

# MOBILITY AUTHORITY POLICY CODE

that are consistent with its Investment Policy and Strategy to liquidate an investment that does not have the minimum rating.

## **201.015 Reporting and Review**

(a) **Quarterly Report Requirements:** The Investment Officers shall jointly prepare, no less than on a quarterly basis, an investment report, including a summary that provides a clear picture of the status of the current investment portfolio and transactions made after the ending period of the most recent investment report. The report shall be provided to the board and the executive director. The report shall comply with requirements of the PFIA and shall include the following:

- (1) The investment position of the authority on the date of the report.
- (2) The signature of each Investment Officer.
- (3) Summary for each fund stating:
  - (A) Beginning market value;
  - (B) Ending market value.
- (4) Beginning and ending book value and market value for each investment along with fully accrued interest for the reporting period.
- (5) Maturity date of each investment.
- (6) Description of the account or fund for which the investments were made.
- (7) Statement that the investment portfolio is in compliance with the authority's Investment Policy and Strategy.

(b) **Security Pricing:** Current market value of securities may be obtained by independent market pricing sources including, but not limited to, the Wall Street Journal, broker dealers and banks other than those who originally sold the security to the authority as well as the authority's safekeeping agent.

(c) **Annual Audit:** If the authority places funds in any investment other than registered investment pools or accounts offered by its depository bank, the above reports shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the Executive Committee. In addition, the authority's external auditors shall conduct a compliance audit of management controls on investments and adherence to the Investment Policy and Strategy.

## **201.016 Current Investments Exempted from Policy**

Any investment currently held that does not meet the guidelines of this article or subsequent amended versions shall be exempted from the requirements of this article. At maturity or liquidation, such

# MOBILITY AUTHORITY POLICY CODE

monies shall be reinvested only as provided by this article.

## **201.017 Annual Review**

The authority shall review and approve the Investment Policy and Strategy annually. This review shall be conducted by the board with recommendations from the executive director. Any approved amendments shall be promptly incorporated into written policy.

# MOBILITY AUTHORITY POLICY CODE

## Article 6. SWAP POLICY

### 201.018 Purpose

Interest rate swap transactions can be an integral part of the authority's asset/liability and debt management strategy. By utilizing interest rate swaps, the authority can expeditiously take advantage of market opportunities to reduce costs. Interest rate swaps will allow the authority to actively manage asset and liability interest rate risk, balance financial risk, and achieve debt management goals and objectives through synthetic fixed rate and variable rate financing structures. The authority shall not enter into interest rate swaps for speculative purposes.

### 201.019 Authorization

- (a) By recommendation of the Executive Committee of the board (the "Executive Committee"), approval to execute an interest rate swap on behalf of the authority will be authorized by a resolution passed by the board on a case-by-case basis.
- (b) Each swap resolution will authorize the swap agreement and its provisions to include, notional amount, security, payment, and certain other terms in regards to the swap agreement between the authority and qualified swap counterparties ("Counterparties"), and other necessary documents. Each swap resolution shall specify the appropriate authority officials authorized to make modifications to the swaps contemplated, within certain parameters. In the event of a conflict between a swap resolution and the Master Swap Policy, the terms and conditions of the swap resolution shall control.
- (c) Such actions of the authority will be taken pursuant to applicable provisions of the Government Code, whereby the authority must make a finding and determine that it is prudent and advisable for the authority to enter into interest rate swap agreements or other such arrangements from time to time based on certain terms and conditions set forth in the swap resolution and this article.

### 201.020 General Guidelines for Interest Rate Swap Agreements

The following non-exclusive list provides certain guidelines the Executive Committee will follow in the evaluation and recommendation of interest rate swap transactions:

## MOBILITY AUTHORITY POLICY CODE

- (1) **Legality:** The Executive Committee must first determine, or have determined by appropriate legal counsel, that the proposed contract fits within the legal constraints imposed by state laws, authority resolutions, and existing indentures and other contracts.
- (2) **Goals:** In the authorizing resolution, the authority must clearly state the goals to be achieved through the swap contract and must adopt execution parameters consistent with the goals.
- (3) **Rating Agencies:** The swap agreement being entered into will not have an adverse impact on any existing authority credit rating. In addition to the legal constraints as noted above, the swap agreement will conform to outstanding commitments with bond insurers, credit enhancers, and surety providers. Where possible, the authority shall obtain confirmation on the underlying ratings of the revenue source obligated under the swap agreement. All swap agreements must be discussed with the rating agencies prior to execution, and cannot be executed if doing so would impact negatively on the authority's credit ratings.
- (4) **Term:** The authority shall determine the appropriate term for an interest rate swap agreement on a case-by-case basis. However, in no circumstance may the term of a swap agreement entered into for liability management purposes between the authority and a qualified swap Counterparty extend beyond the final maturity date of the underlying debt of the authority, or in the case of a refunding transaction, beyond the final maturity date of the refunding bonds.
- (5) **Impact on Variable Rate Capacity:** The impact of the swap agreement on the authority's variable rate capacity must be quantified prior to execution so as not to hinder the authority's ability to continue the issuance of traditional variable rate products such as commercial paper which is used to fund capital projects.
- (6) **Enhancements:** The authority may utilize other swap enhancement products such as forward swaps, swap options, basis swaps, caps, floors, collars, cancellation options, etc. Utilization and consideration of each of these products will be part of the approval process per swap agreement as detailed in Section 201.024. The costs, benefits, and other considerations regarding the enhancement will be explained to board as a part of the approval process. In the case of swap options in which the authority would receive up-front cash, the authority will not enter into any such swap agreements.
- (7) **Bond Covenants:** The implementation of derivative products or interest rate swaps will not conflict with existing bond covenants and debt policies. The derivative product will also not

# MOBILITY AUTHORITY POLICY CODE

contain terms that would cause restrictions on additional bond test and protective covenants of outstanding bonds or create cross defaults.

- (8) Accounting Compliance: The impact of compliance with GASB Technical Bulletin No. 2003-1 shall be disclosed in the authority's annual financial reports.
- (9) Staffing: The authority shall maintain appropriate staff with responsibility and knowledge suitable for monitoring swap transactions. Before entering into a swap, the accounting impact of the swap on the authority must be determined.
- (10) Exit Strategy: The mechanics for determining termination values at various times and upon various occurrences must be explicit in the swap agreement, and the authority should obtain estimates from its financial advisor and swap advisor of the potential termination costs which might occur under various interest rate scenarios, and plan for how such costs would be funded.

## **201.021 Basis of Award**

(a) Competitive Bid: Competitively bid transactions will be deemed "quasi-competitive" and will include not fewer than three firms. The Executive Committee will recommend to the board the method of sale and which firms will participate in the competitive transaction based on criteria described in Section 201.023. However, for a competitive bid, in situations in which the authority would like to reward a particular firm or firms, or wishes to achieve diversification of its Counterparty exposure, the Executive Committee may select one of the following bases for award:

- (1) Allow the firm or firms not submitting the best bid to amend its bid to match the best bid, and by doing so, be awarded up to a specific percentage of the transaction.
- (2) To encourage competition, the second and third place bidders may be allowed to contract for a specific amount of the notional amount as long as their bid is no greater than a pre-specified spread from the best bidder in a proportional manner as specified in bidding parameters.
- (3) The authority may award the transaction to a firm or firms that submit the best bid as defined in the solicitation for bid.

(b) Negotiated Transactions: In the case of a pure negotiated transaction, the authority shall rely on its swap advisor to negotiate the price and render a "fair value opinion." The Counterparty shall disclose payments to third parties regarding the execution of the derivative contract.

## **201.022 Management of Swap Transaction Risk**

Certain risks will be created as the authority enters into various interest rates swap agreements with numerous swap counterparties. In order to manage the associated risks, guidelines and parameters for each risk category are as follows:

## MOBILITY AUTHORITY POLICY CODE

- (1) Counterparty Risk: The risk of swap Counterparty default can be reduced by limiting swap agreements between the authority and any single swap Counterparty that qualifies as an eligible swap Counterparty to the authority as described in Section 201.023(a) and Section 201.023(c). In addition, the authority may require the posting of collateral by the swap Counterparty, with a mark-to-market as requested by the authority, in accordance with the guidelines described in Section 201.023(d).
- (2) Termination Risk:
  - (A) Optional Termination: At a minimum, the authority shall have the right to optionally terminate a swap agreement at any time over the term of the agreement (elective termination right) at the then-prevailing market value of the swap (so long as a swap Counterparty receiving payment upon termination is not in default). In general, exercising the right to optionally terminate an agreement should produce a benefit to the authority, either through receipt of a payment from a termination, or if a termination payment is made by the authority, in conjunction with a conversion to a more beneficial (desirable) debt obligation of the authority as determined by the authority. Termination value shall be readily determinable by one or more independent swap counterparties, who may assume the swap obligations of the authority. A Counterparty to the authority shall not have the elective right to terminate the swap agreement except when a termination option has been priced into the terms of the swap at inception. The authority should explore the viability of a unilateral termination provision without being exposed to a termination payment.
  - (B) Mandatory Termination: A termination payment by the authority may be required in the event of termination of a swap agreement due to a Counterparty default or following a decrease in credit rating of the authority. In some circumstances, the defaulting party will be required to make a termination payment to the non-defaulting party. However, under certain circumstances, upon an event of termination, the non-defaulting party may be required to make a payment to the defaulting party. It is the intent of the authority not to make a termination payment to a Counterparty failing to meet its contractual obligations. At a minimum, prior to making any such termination payment, the authority shall require a suitable time period during which the authority may evaluate whether it is financially advantageous for the authority to obtain a replacement Counterparty to avoid making a termination payment. For example, in order to mitigate the financial impact of making such a payment, at the time such payment is due, the authority will seek to replace the terms of the terminated transaction with a new Counterparty and, as a result, receive value from the replacement Counterparty. The new or replacement Counterparty would make an upfront payment to the authority in an amount that would offset (either in whole or in part) the payment obligation of the authority to the original Counterparty. The market value of each swap agreement (including termination costs) will be calculated by the swap advisor and provided periodically as information to board in accordance with the



## MOBILITY AUTHORITY POLICY CODE

provisions of Section 201.027 to monitor the transaction's value and in order to implement an appropriate exit strategy in a timely manner, if required.

- (3) **Amortization Risk (Term):** The slope of the swap curve, the marginal change in swap rates from year to year along the swap curve, termination value, and the impact that the term of the swap has on the overall exposure of the authority shall be considered in determining the appropriate term of any swap agreement. Any swap should reflect the amortization of the debt swapped against or will be in place for no longer than the period of time that matching assets are available to hedge the transaction.
- (4) **Liquidity Risk:** The authority should consider if the swap market is sufficiently liquid (i.e., if enough potential qualified counterparties participate actively in the market to assure fair pricing) for the type of swap being considered and the potential ramifications of an illiquid market for such types of swaps. There may not be another appropriate party available to act as an offsetting Counterparty. The authority may enter into liquidity agreements with qualified liquidity providers and/or credit enhancers to protect against this risk.
- (5) **Basis (Index) Risk (including Tax Risk):** Any index chosen as part of an interest rate swap agreement shall be a recognized market index, including but not limited to The Bond Market Association Municipal Swap Index (TBMA) or London Interbank Offering Rate (LIBOR). The authority shall not enter into swap agreements that do not have a direct (one to one) correlation with the movement of an index without analyzing the risk associated with the enhancement. Any Counterparty for a swap which relies on an index will agree to not lobby, or otherwise influence, any changes to the index that will adversely affect the authority. The tax risk and impact to the authority of each swap transaction shall be detailed through the Counterparty disclosure requirements outlined in Section 201.024.
- (6) **Bankruptcy Risk:** Bond or swap counsel will disclose to the authority the bankruptcy risks and issues associated with the Counterparty and type of swap chosen. Additionally, bond or swap

# MOBILITY AUTHORITY POLICY CODE

counsel will disclose to the authority the bankruptcy issues associated with the method of collateral required to be posted.

## 201.023 Counterparty Approval Guidelines

(a) Eligibility: The authority shall enter into interest rate swap transactions only with Counterparties. To qualify as a Counterparty under this article, at the time of entry into a swap transaction, the selected swap provider(s):

(1) shall be rated at least AA-/Aa3/AA- by at least two of the three nationally recognized credit rating agencies (Standard & Poor's, Moody's, and Fitch Ratings, respectively) and shall have a minimum capitalization of \$50 million, or

(2) shall be rated at least BBB-/Baa3/BBB- by two of the three nationally recognized credit rating agencies and shall provide a credit support annex ("CSA") to the schedule to the ISDA master agreement that shall require such party to deliver collateral for the benefit of the authority:

(A) that is of a kind and in such amounts as are specified therein and which relate to various rating threshold levels of the Counterparty or its guarantor, from AA-/Aa3/AA- through BBB/Baa3/BBB-, and

(B) that, in the judgment of the authority in consultation with its Financial Advisor, is reasonable and customary for similar transactions, taking into account all aspects of such transaction including without limitation the economic terms of such transaction and the creditworthiness of the Counterparty or, if applicable, its guarantor; or

(C) shall post suitable and adequate collaterala (separate from any collateral requirements of Section 6.3) at a third party for the benefit of the authority; or

(3) shall obtain credit enhancement from a provider with respect to its obligations under the transaction that satisfies the requirements of subdivision (1) of this subsection, given the undertaking involved with the particular transaction.

(b) The authority shall not enter into an interest rate swap transaction with a firm that does not qualify as a Counterparty. The Counterparty must make available audited financial statements and rating reports of the Counterparty (and any guarantor), and must identify the amount and type of derivative exposure, and the net aggregate exposure to all parties (the authority and others), along with relevant credit reports at the time of entering into a swap and annually thereafter unless the entity or credit enhancer is under credit or regulatory review and in that case immediately upon notice by the appropriate agencies to the entity.

(c) Swap Counterparty Exposure Limits and Transfer: In order to limit and diversify the authority's Counterparty risk, and to monitor credit exposure to each Counterparty, the authority

## MOBILITY AUTHORITY POLICY CODE

may not enter into an interest rate swap agreement with a qualified swap Counterparty if the following exposure limits are reached per Counterparty:

- (1) The maximum notional amount for interest rate swaps between a particular Counterparty (and its unconditional guarantor, if applicable) and the authority shall not exceed the maximum of \$100 million. The \$100 million limitation shall be the net exposure total of all notional amounts between each Counterparty and the authority. As such, notional amounts for fixed to floating swaps may be used to “offset” the notional amounts for floating to fixed swaps, or vice versa.
- (2) Limitations on transfers of swaps with a particular Counterparty should be carefully analyzed and would require the authority’s prior written consent. If the Counterparty unilaterally restricts transfer, then the authority should have the ability to terminate the swap without penalty if the swap is transferred or the Counterparty is merged with another entity that changes the credit profile of the swap Counterparty, unless the authority gives its prior written consent.
- (3) If the maximum notional limit for a particular Counterparty is exceeded solely by reason of merger or acquisition involving two or more counterparties, the authority shall expeditiously analyze the exposure, but shall not be required to “unwind” existing swap transactions unless the authority determines such action is in its best interest, given all the facts and circumstances.
- (4) If the exposure limit is breached by a Counterparty, then the authority shall:
  - (A) conduct a review of the exposure limit calculation of the counterparty; and
  - (B) determine if collateral may be posted to satisfy the exposure limits; and
  - (C) enter into an offsetting swap transaction, if necessary.
- (5) The authority will not enter into contracts with derivative product companies (“DPCs”) that are classified as “terminating” or “Sub-T” DPC's by the rating agencies.
  - (d) Collateral Requirements: Collateral posting requirements between the authority and each swap Counterparty should not be unilateral in favor of the Counterparty. As part of the swap agreement,

## MOBILITY AUTHORITY POLICY CODE

the authority or the swap Counterparty may require that collateralization to secure any or all swap payment obligations be posted. Collateral requirements shall be subject to the following guidelines:

- (1) Collateral requirements imposed on the authority should not be accepted to the extent they would impair the authority's existing operational flow of funds.
- (2) Each Counterparty shall be required to provide a form of a Credit Support Annex should the credit rating of the Counterparty fall below the "A-/A3/A-" category by at least two of the nationally recognized agencies:
- (3) A list of acceptable securities that may be posted as collateral and the valuation of such collateral will be determined and mutually agreed upon during negotiation of the swap agreement with each swap Counterparty.
- (4) The market value of the collateral shall be determined on either a daily, weekly, or monthly basis by an independent third party, as provided in the swap documentation.
- (5) Failure to meet collateral requirements will be a default pursuant to the terms of the swap agreement.
- (6) The authority and each swap Counterparty may provide in the supporting documents to the swap agreement for reasonable threshold limits for the initial deposit and for increments of collateral posting thereafter.
- (7) The swap agreement may provide for the right of assignment by one of the parties in the event of certain credit rating events affecting the other party. The authority (or the Counterparty) shall first request that the Counterparty (or the authority) post credit support, or provide a credit support facility. If the Counterparty (or the authority) does not provide the required credit support, then the authority (or the Counterparty) shall have the right to assign the agreement to a third party acceptable to both parties and based on terms mutually acceptable to both parties. The credit rating thresholds to trigger an assignment shall be included in the supporting documents.

### **201.024 Form of Swap Agreements and Other Documentation**

Each interest rate swap agreement shall contain terms and conditions as set forth in the International Swap & Derivatives Association, Inc. ("ISDA") Master Agreement and such other terms and conditions included in any schedules, confirmations, and credit support annexes as approved in accordance with the authority's swap resolution pertaining to that transaction. The swap Counterparty shall provide a disclosure memorandum that will include an analysis by the Counterparty of the risks and benefits of the transactions, with amounts quantified. This analysis should include, among other things, a matrix of maximum termination values over the life of the swap. The disclosure memorandum shall become a part of the official transcript for the transaction. The swap Counterparty shall also affirm receipt and understanding of the authority's statement of swap policies, and will

# MOBILITY AUTHORITY POLICY CODE

further affirm that the contemplated transactions fit within the swap policies as described.

## **201.025 Modification of Swaps**

Each swap resolution should provide specific approval guidelines for the swap transactions to which it pertains. These guidelines should provide for modifications to the approved swap transactions, provided such modifications, unless considered and recommended by the Executive Committee, do not extend the average life of the term of the swap, increase the overall risk to the authority resulting from the swap, or increase the notional amount of the swap. The swap resolution should further designate which authority officers shall be authorized to cause such modifications.

## **201.026 Aggregation of Swaps**

Unless the swap resolution states otherwise, the approval requirements set forth in each swap resolution are applicable for the total notional amount of transactions executed over a consecutive three-month period for a given security or credit. Therefore, the notional amount of swap transactions including the average life of the swap agreements over a consecutive three-month period are considered in total (net of the notional amount of a swap reversal) to determine what approval is required pursuant to a particular swap resolution.

## **201.027 Reporting Requirements**

The Executive Committee shall be required to report the status of all interest rate swap agreements to the board at least on an annual basis and shall present all footnote disclosure items required by GASB Technical Bulletin No. 2003-1.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 27, 2019  
**AGENDA ITEM #10**

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Approve Supplement No. 2 to Work  
Authorization No. 2 with WSP, Inc. for general  
consulting engineering services associates with  
the 183 North Mobility Project

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Justin Word, P.E., Director of Engineering  
Associated Costs: \$4,199,994.47  
Funding Source: General Funds (Reimbursement Resolution)  
Action Requested: Consider and act on draft resolution

Summary:

**Project Description** - The 183 North Mobility Project will expand capacity along a 9-mile stretch of US 183 between SH 45 North and MoPac by adding two tolled express lanes in each direction in the middle of US 183, expanding the existing US 183 to four non-tolled general-purpose lanes in each direction, and constructing a shared use path, and sidewalks between SH 45 North/RM 620 and Loop 1. The project also includes adding a direct connector between the existing express lanes on MoPac and the proposed express lanes on US 183 and additional operational improvements south along MoPac, allowing for improved commutes from far north Austin and Williamson County to downtown Austin or beyond.

**Previous Actions** - On July 1, 2016, the Mobility Authority entered into an agreement with WSP USA, Inc. for General Consulting Engineering Services. On September 26, 2016 and February 22, 2017 respectively the Authority approved Work Authorization No. 2 and Supplement No. 1 for services on the 183 North Mobility Project.

**Action Requested** - Supplement No. 2 to Work Authorization No. 2 will generally include project management and program oversight including: coordination with

TxDOT, resource agencies, and the FHWA as required for permitting; schematic revisions; design alternative analysis; environmental reevaluation; biological assessment; toll systems design support; public involvement support; advancement of utility relocations; Design-Build contract procurement management and contractor selection services; and additional activities as specifically requested by the Authority.

Upon completion of the Design-Build procurement, construction phase services will be necessary and will be brought to the Board for consideration at that time.

**Financing** - Interim financing, provided by the General Fund, to be reimbursed (per Reimbursement Resolution No. 14-016 adopted by the Board February 26, 2014) by the proceeds of obligations to be issued.

**Staff Recommendation** - Staff recommends approval of Supplement No. 2 to Work Authorization No. 2 which will provide an additional not to exceed fee of \$4,199,994.47 for general engineering consultant services related to project activities required to assist the Mobility Authority in the continued development of the 183 North Mobility Project.

Backup Provided:                      Draft Resolution  
   Proposed Supplement No. 2 to Work Authorization No. 2

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

**RESOLUTION NO. 19-0XX**

**APPROVAL OF SUPPLEMENT NO. 2 TO WORK AUTHORIZATION NO. 2  
WITH WSP USA INC FOR GENERAL ENGINEERING CONSULTANT SERVICES  
RELATED TO THE 183 NORTH PROJECT**

WHEREAS, by Resolution 16-034 dated June 15, 2016, the Board of Directors authorized the Executive Director to negotiate and execute on behalf of the Mobility Authority an agreement with WSP USA Inc. (formerly Parsons Brinckerhoff, Inc.) for general engineering consultant services; and

WHEREAS, on July 1, 2016 the Mobility Authority entered into an agreement with WSP USA Inc. for general consulting civil engineering services; and

WHEREAS, by Resolution 16-063 dated September 7, 2016, the Board of Directors approved Work Authorization No. 2 for general engineering consultant services related to the 183 North Mobility Project; and

WHEREAS, by Resolution 17-004 dated February 22, 2017, the Board of Directors approved Supplement No. 1 to Work Authorization No. 2 for services related to the 183 North Mobility Project; and

WHEREAS, the Executive Director and WSP USA Inc. have negotiated proposed Supplement No. 2 to Work Authorization No. 2 for general engineering consultant services related to the 183 North Mobility Project in an amount not to exceed \$4,199,994.47; and

WHEREAS, the Executive Director recommends that the Board approve Supplement No. 2 to Work Authorization No. 2 in the form or substantially the same form as attached hereto as Exhibit A.

NOW THEREFOR, BE IT RESOLVED, that the Board approves an amount not to exceed \$4,199,994.47 for the services described in Supplement No. 2 to Work Authorization No. 2.

BE IT FURTHER RESOLVED that the Board authorizes the Executive Director to finalize and execute the proposed Supplement No. 2 to Work Authorization No. 2 in an amount not to exceed \$4,199,994.47 and in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27<sup>th</sup> day of March 2019.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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Ray A. Wilkerson  
Chairman, Board of Directors



**Exhibit A**

## APPENDIX D

### **WORK AUTHORIZATION SUPPLEMENT**

#### WORK AUTHORIZATION NO. 2 SUPPLEMENT NO. 2

This Supplement No. 2 to Work Authorization No. 2 dated September 26, 2016, is effective January 1, 2019, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of July 1, 2016 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and **WSP USA Inc.** ("GEC" and "Engineer"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

#### *183 North Project Development and Procurement*

##### **Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

*Remove in its entirety the current scope of services listed in Supplement No. 1 and replace with ATTACHMENT A – SERVICES TO BE PROVIDED BY GEC.*

A.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 the Authority.

*N/A*

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

*Please reference Attachment A – Scope of Work*

##### **Section B. - Schedule**

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

Services defined herein shall expire on December 31<sup>st</sup>, 2020 or when all tasks associated with the Scope of Services are complete as defined by the Authority.

##### **Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed **\$4,199,994.47** based on a Cost-Plus fee listed in Attachment B – Fee Estimate. Compensation for Direct Expenses under this Work Authorization will be reimbursed on a Lump-Sum basis divided into twenty-four equal payments of \$2,000, to be invoiced monthly. Profit will be 10% for all services. Compensation shall be in accordance with the Agreement.

The Authority and the GEC agree that the budget amounts contained in Attachment B-Fee Estimate for the GEC are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with

the Services rendered within the total Work Authorization amount. The GEC shall not exceed the maximum amount payable without prior written permission by the Authority.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

**Section D. - Authority's Responsibilities**

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

N/A

**Section E. - Other Provisions**

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

N/A

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

**Authority:**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_

Name: Mike Heiligenstein

Title: Executive Director

Date: \_\_\_\_\_

**GEC:**

**WSP USA Inc.**

By: \_\_\_\_\_

Name: Arpit Talati

Title: Regional Business Manager

Date: \_\_\_\_\_

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**  
**SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO**  
**WORK AUTHORIZATION NO. 2**  
**WSP USA Inc.**  
**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY GEC**

**183 NORTH MOBILITY PROJECT (Project)**

**1.0 Project Oversight – Pre-Construction [Code 13710]**

**1.1 Project Management**

1.1.1 Project Management

- a. Provide staff to manage the daily activities of the Project.
- b. Serve as the primary contact between the Authority, TxDOT, design consultants, utility companies, public agencies, and, in coordination with the Authority Communication Team, the general public.

1.1.2 FHWA Project Management Plan (PMP)

- a. Update the corridor specific PMP's in accordance with FHWA published Guidance Documents.

1.1.3 FHWA Initial Financial Plan (IFP)

- a. Develop IFP in accordance with FHWA published Guidance Documents.

1.1.4 FHWA Cost Estimate Review (CER) Update

- a. Update the Project CER based on project funding and phasing configuration.

1.1.5 Document Controls

- a. Implement the document control process and procedures established by the Authority as they relate to the Project
- b. Maintain project files for the length of the project
- c. Transfer project files to the Authority upon completion of the work or from time to time as directed by the Authority

1.1.6 Sub-Consultant Coordination, Work Authorization Management and Invoicing.

**1.2 Project Reporting**

1.2.1 Provide updates to the Authority on key tasks accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.

1.2.2 Provide Project Administrative support staff to track, monitor, and report on contracts and budgets.

**1.3 Project Scheduling**

1.3.1 Maintain a Master Project Schedule (Primavera format), updated at least quarterly, that shows critical milestones for the performance and coordination of services.

- 1.3.2 In addition to quarterly updates, provide schedule updates at each milestone identified in the Master Project Schedule, if required.

#### **1.4 Project Development Support**

- 1.4.1 Loan and/or Grant Applications: Assist the Authority in the development of lone and/or grant applications.
- 1.4.2 Engineering and Technical Support: Provide support for various engineering and technical tasks as requested by the Authority including but not limited to engineering assistance, general technology assistance, general environmental coordination reports, research, monthly and quarterly project reports, and presentations.
- 1.4.3 TxDOT Coordination: Assist the Authority in coordination efforts with TxDOT, as directed by the Authority.
- 1.4.4 Agency Coordination: Assist the Authority in coordination efforts with Agencies, as directed by the Authority.
- 1.4.5 Market Valuation: Assist in the development of the market valuation by providing industry knowledge and research for market valuation options.
- 1.4.6 Project Development Agreement (PDA): Assist in the development of the PDA, generation of PDA exhibits, review of PDA drafts, and TxDOT coordination support, as directed by the Authority.
- 1.4.7 Stakeholder and Public Outreach support as requested by the Authority. Facilitate and prepare documents for public and stakeholder outreach including but not limited to meeting notes, sign-in sheets, and plan view exhibits (Scroll type). Provide staff to support as needed for each meeting.
- 1.4.8 Interlocal Agreements: Assist in the development of interlocal agreements (ILA) with the City of Austin, generation of ILA exhibits, review of ILA drafts, and City of Austin coordination support, as directed by the Authority.

#### **1.5 Financial Planning Support**

- 1.5.1 Operation, Maintenance, and Renewal & Replacement Estimates
- a. Update the current opinion of probable operations cost estimates using either a Sketch Level approach (assumed per transaction costs based on average operations cost of similar toll systems) or a Level 1 approach (estimate actual quantities for various elements of toll operations, enforcement and incident management and applying anticipated unit prices to opening year with an escalation over an established periods of time)
  - b. Update the current opinion of probable annual/routine maintenance cost estimates using either a Level 1 approach (estimated quantities for the various elements of the maintenance efforts and applying anticipated unit prices to opening year cost with escalation over an established period of time). A performance based maintenance approach will be assumed in all estimates.
  - c. Update the current opinion of probable renewal & replacement budget cost estimates (non-routine estimates) using either a Level 1 approach (identification of long-term, periodic maintenance replacement schedule, estimation of quantities, and apply escalation to the appropriate replacement years.)

- 1.5.2 Project Cost Estimates: Update the estimate of probable construction costs which will include quantity/cost for all major components of work. Update estimate for total project cost which will include: program management, preliminary engineering, final engineering, right-of-way, environmental compliance/mitigation, construction, toll collection systems, utility relocation, and CE&I, and financing.
- 1.5.3 Financial Advisor Support / Financial Plan Development: Provide financial advisor support necessary for the Authority to conduct financial programming. Including but not limited to cost estimating, financing techniques, shortfall mitigation techniques, and funding contingency plan.

## **1.6 Conceptual Operations Plan**

- 1.6.1 Prepare a preliminary draft Conceptual Operations Plan which will establish the basic framework for operations of the facility including a basic definition of systems architecture for ITS and toll collection, incident management, safety and enforcement, maintenance. The plan will include relevant agency roles and responsibilities.

## **2.0 Environmental Study and Traffic Modeling [Code 13210, 13110]**

This task will utilize Final opening year T&R volume received from Stantec and anticipates a single modeling effort. The model will include the corridors as listed below.

- US 183 from SH 45 to Burnet Rd with all cross streets that were included from the Phase II efforts.
- Loop 1 from Parmer to Loop 360 to incorporate the appropriate sources of queuing in the model

This effort will include the addition and calibration of the cross streets as listed below for the modeling of the 183 North / MoPac direction connection.

- Steck Avenue
- Anderson Lane
- Far West Boulevard
- RM 2222

## **2.1 Vissim Modeling – Combined Model Phase III**

### **2.1.1 Volume Development**

- 2.1.1.1 The Engineer shall collect intersection turning movements at the intersections identified above.
- 2.1.1.2 The Engineer shall develop hourly corridor and intersection turning volumes (using Synchro & Visum) from Final daily forecasts received from Stantec.
- 2.1.1.3 The Engineer shall prepare Volume line diagrams for Final opening year hourly volumes.

### **2.1.2 Develop OD Matrices**

- 2.1.2.1 Using the intersection turning movements, the Engineer shall develop origin-destination matrices for each of the hours modeled (3 hours per peak period).
- 2.1.3 Convert to Dynamic Routing
  - 2.1.3.1 The existing Vissim model will be converted from static to dynamic routing to facilitate testing of alternatives. Engineer will perform conversion of the model structure as required. This update will only be incorporated on the model with the limits as stated above and not on the larger “Combined” model that includes MoPac South.
- 2.1.4 Modify Network and Analyze
  - 2.1.4.1 The Engineer shall input traffic volumes, optimize signal timings in Synchro and generate RBC files for Vissim. The traffic operations will be completed for the AM and PM peaks.
  - 2.1.4.2 The Engineer shall update Vissim model with Final opening year volumes and RBC files.
  - 2.1.4.3 The Engineer shall code and calibrate the cross streets as identified above.
- 2.1.5 Prepare Technical Memorandum
  - 2.1.5.1 The Engineer shall prepare technical memorandum summarizing assumptions and model results.
- 2.1.6 Deliverables
  - Technical memorandum summarizing effect of direct connection between 183N and MoPac express lanes.
  - Presentation materials for presentation of findings.
  - Volume line diagrams for final future year hourly volumes

## **2.2 Biological Assessment/USFWS Consultation**

The Engineer shall conduct kick-off meeting with USFWS and TxDOT to discuss consultation process, action area, and preliminary effect determinations for relevant threatened and endangered species.

- 2.2.1 The Engineer shall review previous biological studies, geologic assessment, species reports and prepare Draft BA
- 2.2.2 The Engineer shall address review comments on Draft BA and prepare Final BA (assume 2 rounds of comments/revisions)
- 2.2.3 The Engineer shall attend coordination meetings with TxDOT and/or USFWS throughout consultation process (assume 8 meetings)
- 2.2.4 If applicable, the Engineer shall prepare HCP Application for submittal to WCCF
- 2.2.5 The Engineer shall prepare approximate excavation quantities and identify excavation locations where appropriate to complete this task.

### 2.3 NEPA Re-evaluation

Complete TxDOT Documented Re-evaluation Checklist, including project description; description of proposed changes; and potential impacts and/or public involvement issues associated with proposed changes. Issues to be addressed in the re-evaluation shall include:

- Proposed Action;
- Project Limits;
- Right-of-Way;
- Easements;
- Displacements;
- Access;
- Traffic;
- Laws and Regulations;
- Environmental Setting and Affected Environment;
- Resource Agency Coordination;
- EPICs;
- Public Involvement;
- Attachments and References; and
- Conclusion and Recommendation.

2.3.1 The Engineer shall prepare maps, figures and exhibits depicting locations of proposed design changes and relevant resources impacted.

2.3.2 The Engineer shall coordinate with TxDOT to receive concurrence on finding of Documented Re-evaluation Checklist.

2.3.3 Deliverables

- Draft and Final BA
- Draft and Final HCP Application
- Draft and Final TxDOT Documented Re-evaluation Checklist

### 2.4 Environmental Re-Evaluation – 183 North / MoPac Direct Connector

2.4.1 NEPA – Re-Evaluation.

2.4.1.1 The Engineer shall complete the TxDOT Documented Re-evaluation Checklist, including project description; description of proposed changes; and potential impacts and/or public involvement issues associated with proposed changes associated with revisions to the 183 North MoPac direct connector. This effort shall mirror the re-evaluation effort above, as appropriate.

2.4.1.2 The Engineer shall re-run a traffic noise model in the area impacted by changes to the design of the direct connector at the 183 North/Mopac direct connector. The Engineer shall produce supplementary traffic noise



memo and revised barrier analysis to reassess reasonableness/feasibility of noise barriers for any changes in traffic noise impacts.

2.4.1.3 The Engineer shall prepare maps, figures and exhibits depicting locations of proposed design changes and any relevant resources impacted.

2.4.1.4 The Engineer shall conduct coordination meetings with The Mobility Authority to discuss proposed changes (assume 3 meetings).

2.4.1.5 The Engineer shall conduct coordination with TxDOT to receive concurrence on finding of Documented Re-evaluation Checklist.

2.4.1.6 The Engineer shall incorporate revised project design/potential impacts into USFWS formal consultation documentation.

#### 2.4.2 Stakeholder Involvement

2.4.2.1 The Engineer shall prepare for and conduct a traffic noise workshop for adjacent property owners if it is determined that a new traffic noise barrier is warranted or a previously constructed barrier would require relocation (assume 1 meeting)

2.4.2.2 The Engineer shall prepare for and conduct meetings with affected property owners (MAPOs) to discuss proposed design changes (assume 4 meetings)

#### 2.4.3 Deliverables

- TxDOT Documented Re-evaluation Checklist and attachments;
- Revised Noise Model and Supplementary Traffic Noise Memo;
- Figures and exhibits depicting locations of proposed design;
- USFWS formal consultation documentation;
- Preparation for and documentation of meetings with MAPOs;
- Preparation for and documentation for Traffic Workshop; and
- Preparation for and documentation for meetings with the Mobility Authority.

### **3.0 Preliminary Engineering [Code 13110]**

#### **3.1 Survey and ROW Validation**

##### 3.1.1 Right-of-Way (ROW) Retracement

Engineer shall conduct research and evaluation of existing ROW strip maps and deeds, in addition to plats or other dedications of ROW as needed. The existing ROW survey limits are from Lakeline Mall Drive to the Loop 1. Records for current landowner information for properties adjoining US 183 will not be needed during this effort.

3.1.1.1 Engineer shall locate existing ROW monuments of the specified segments within the Existing ROW survey limits from Lakeline Mall Drive to Loop 1, verily located ROW monuments within the previous relocation areas (Riverside to Lakeline Mall Drive), and survey in existing ROW monuments of US 183 existing ROW. It is assumed that ROW monuments may be found at all Points of Intersection (Pi's), Points of

Curvature (PC's), Points of Tangency (PT's) of curves, at public road ROW intersections with existing ROW and may be at an interval (1000' - 1500' typical) along long tangent lines. It is also assumed that ROW monuments may be Type I or Type II.

- 3.1.1.2 Engineer shall only tie in property boundary comers of properties along ROW lines that are apparent and which do not require record research or extensive field investigation. Survey work on private properties will not be conducted.
- 3.1.1.3 Engineer shall analyze data and verify ROW for accuracy and conformance to existing ROW map records. Courthouse research of public records shall be limited to that necessary to re-establish the ROW lines of US 183 and those streets intersecting the frontage roads of US 183.
- 3.1.1.4 Engineer shall note any irregularities, conflicts, or discrepancies in the existing ROW and report this to the Mobility Authority, a note will be made of significant encroachments in the areas reviewed.
- 3.1.1.5 Engineer shall prepare a 2D Microstation DGN base map drawing, in the Project coordinate system, with analyzed centerline and ROW, found ROW monuments, existing TxDOT easements as noted on record ROW maps or deeds, existing Access Denial Lines (ADL) as noted on record ROW maps or deeds, and deed information used within the Existing ROW survey limits.

### 3.1.2 Deep Set Control Monuments

The Engineer shall establish up to nine (9) deep set control monuments, to be set at locations that will have the least chance of being disturbed, to be used to re-establish control in areas of major construction. These monuments will be set at approximately 1-mile intervals from each other. X, Y & Z coordinates will be established for each monument. In addition, plan view DGN layouts 11"x17" sheets shall be prepared for each monument.

### 3.1.3 Survey

#### 3.1.3.1 Control Panels

- a. Engineer shall locate or establish survey control panels for US 183N & MoPac, for use in gathering low flying LiDAR data..
- b. Engineer shall collect horizontal & vertical control for each control panel, where necessary.
- c. Engineer shall coordinate an aerial flight by provider.

3.1.3.2 Engineer shall locate, using conventional surveying methods, the sound walls along MoPac between Spicewood Springs Drive and Steck Avenue.

3.1.3.3 Bridge Clearance Heights of each overpass from the intersection of US 183 at SH 45 to LP 1 (MoPac) and from LP 1 (MoPac) at US 183 to Hancock Drive.

#### 3.1.3.4 Drone Aerial Survey

- a. Engineer shall conduct an aerial flight to map the ROW, extending 500' either side of the apparent centerline of US 183N and MoPac (LP 1).

- b. Engineer shall extract the captured data within the corridor. This will include paving, striping, jersey walls, visible utilities, light poles, sidewalks, buildings and other visible improvements.
- c. Engineer shall prepare mapping files with one-foot contours and planimetrics in MicroStation 2D and 3D format.

#### 3.1.4 Deliverables

- MicroStation 2D Plan - Planimetric design files (DGN) fully compatible with the State's MicroStation V8i graphics program without further modification or conversion.
- MicroStation 3D DTM - DTM fully compatible with the State's GEOPAK system without further modification or conversion.
- DTM will be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.
- Geopak TIN - Files will be fully compatible with the State's GEOPAK graphics system without further modification or conversion.
- Digital Orthos in ECW format - Three-inch (0.25') Orthophotography (created using the DTM).
- Statement of Accuracy- Mapping to contain the following note for all deliverables "This map was compiled to meet the ASPRS Standard for Class 1 map accuracy."
- Photo Index Sheet

### 3.2 Bridge Layout and Constructability

#### 3.2.1 Preliminary Bridge Layout and Typical Sections

3.2.1.1 Engineer shall prepare preliminary bridge layout and typical section sheets at the following 11 locations:

- US 183 OP at Lakeline Mall Dr (1 Bridge Layout, 1 Typical Section)
- US 183 OP at IH 45 (2 Bridge Layouts, 1 Typical Section)
- US 183 OP at Pecan Park Blvd (1 Bridge Layout, 1 Typical Section)
- US 183 OP at Lake Ck Pkwy (2 Bridge Layouts, 1 Typical Section)
- US 183 OP at Anderson Mill Rd (1 Bridge Layout, 1 Typical Section)
- US 183 OP at Spicewood Springs Rd (4 Bridge Layouts, 2 Typical Sections)
- US 183 OP at Oak Knoll Rd (2 Bridge Layouts, 1 Typical Section)
- US 183 OP at Duval Rd (2 Bridge Layouts, 1 Typical Section)
- US 183 OP at Balcones Woods Dr (2 Bridge Layouts, 1 Typical Section)
- US 183 OP at Braker Ln (2 Bridge Layouts, 1 Typical Section)
- US 183 OP at Great Hills Trail (2 Bridge Layouts, 1 Typical Section)

- 3.2.1.2 For bridge widening, the following approach will be utilized to develop the layouts and typical sections:
- Schematic DGNs and as-builts will be used.
  - Girders will not be designed. Rather, they will be sized based on the existing beams.
  - Vertical clearances as indicated on the as-builts will be utilized wherever the proposed widening will not diminish the current clearances. Otherwise, a minimum 16'-6" VC will be noted on the bridge layout. Vertical clearance calculation will be based on information available from existing digital terrain model.
  - The location of the break-backs will be dictated by the existing girder locations as shown on the as-builts and the schematic DGNs.
  - Assume that the existing number of lanes will be kept and existing shoulders will be reduced during the construction of the widening unless specific TCP is provided for the bridge widening.
- 3.2.1.3 Engineer shall develop preliminary bridge layout and typical section sheets for the following two Direct Connectors bridges:
- DC SB US 183 to SB LP 1 (EL DC) (9 Bridge Layouts, 2 Typical Sections).
  - DC NB LP 1 to NB US 183 (EL DC) (13 Bridge Layouts, 2 Typical Sections).
- 3.2.1.4 For the Direct Connectors, the development of the layouts and typical sections will be based on the following approach:
- Schematic DGNs will be used to determine bridge width and bent and abutment locations.
  - A girder type will be proposed based on the span configuration in the schematic. However, for the longer, curved span, "Continuous Steel Girders" will be shown.
  - Revision of typical section so that the single column bent, supporting a 52.0' wide bridge, is shown as a two-column bent.
  - Vertical clearances will be based on information provided in the environmental schematic.
  - Drilled-shaft supported footings will be based on what is shown in the environmental schematic.
- 3.2.1.5 The following are specifically excluded from the scope of work in this section:
- Construction phasing;
  - Bridge drainage;
  - Utilities and utility conflicts;
  - Detailed design for superstructure, substructure and foundation;

- Geometry calculations; and
- Bridge Aesthetics.

### 3.2.2 Identify Issues and Constructability Review

3.2.2.1 Engineer shall review existing bridge related information provided in the BRINSAP report, as-built plans, lead and asbestos reports that have been provided by the Authority and identify issues that may negatively impact the project. This information shall then be incorporate the reviewed information to the project technical criteria.

3.2.2.2 Engineer shall perform a constructability review of bridges. The constructability review will be performed by a senior structural engineer, a senior drainage engineer and a senior roadway engineer.

### 3.2.3 Deliverables

- Bridge layout sheets,
- Typical sections; and
- Results of constructability review.

## 3.3 Drainage

### 3.3.1 Proof of Concept

Unless otherwise specified, the July 2016 TxDOT Hydraulic Design Manual shall serve as the basis for all drainage policy, procedures, guidelines, report, and plan sheet documentation required for this project. Likewise, the Austin District Hydraulics Engineer (DHE) shall be consulted for guidance on policy, regulations, standards, and District preferences. Local drainage criteria shall not be used for the project without Mobility Authority prior approval.

The Engineer shall provide administrative support necessary to track and report on its work and activities as part of this task order.

#### 3.3.1.1 Storm Sewer Trunk Line Assessment.

The Engineer shall analyze the project storm sewer trunk lines to improve understanding of scope of work and identify project risks in support of the procurement documentation.

- The Engineer shall arrange and attend coordination meetings with TxDOT and the Mobility Authority to obtain information on areas with storm water conveyance issues. Two (2) meetings/coordination calls are assumed.
- The Engineer shall review as-builts and georeferenced plans as needed in MicroStation. A summary of the as-builts and available GIS data was produced as part of the Preliminary Drainage Impact and Water Quality Treatment Implementation Memo prepared for TxDOT.
- The Engineer shall prepare a GeoPak model to analyze the trunk lines (parallel to the corridor and 30-inches and larger) for the 10-year design frequency for the managed lanes and mainlane work. Inlet modeling is not included.

- d. The Engineer shall prepare a summary of trunk line service including hydraulic capacity and significant changes in future D-Load conditions.
- e. The Engineer shall prepare summary of high risk areas suggested for survey and further analysis. Further analysis of high risk areas is not included in this task.
- f. The Engineer shall prepare a summary of drainage improvement assumptions for the project cost estimate including the below.
  - a. Inlets
  - b. Storm sewer trunk lines
  - c. Laterals

#### 3.3.1.2 Storm Sewer Outlet Assessment.

The Engineer shall analyze project outlets. The outlets will be coordinated with TxDOT's Preliminary Drainage Impact and Water Quality Treatment Implementation Memo.

- a. The Engineer shall arrange and attend coordination meetings with TxDOT and the Mobility Authority to obtain information on areas with storm water conveyance issues. Two (2) meetings/coordination calls are assumed.
- b. The Engineer shall review as-builts and georeferenced plans as needed in MicroStation. A summary of the as-builts and available GIS data was produced as part of TxDOT's Preliminary Drainage Impact and Water Quality Treatment Implementation Memo.
- c. The Engineer shall prepare as appropriate a GeoPak model, HY-8, and/or HEC-RAS model to analyze the outlet structure capacity for the design frequency per TxDOT HDM. This analysis will be coordinated with the downstream system analysis produced as part of TxDOT's Detention and Water Quality Treatment Implementation Memo.
- d. The Engineer shall prepare a summary of outfall service including hydraulic capacity and significant changes in future D-Load conditions.
- e. The Engineer shall prepare summary of high risk areas suggested for survey and further analysis. The further analysis is not included in this scope.
- f. The Engineer shall prepare a summary of drainage improvement assumptions for the project cost estimate including the below.
  - a. System Outfalls
  - b. Detention and water quality components. It is assumed that the results of the improvement summary from the Preliminary Drainage Impact and Water Quality Treatment Implementation Memo prepared for TxDOT will be agreeable to the Mobility Authority

and that the detention and water quality component cost assumptions will be based upon that work.

### 3.3.1.3 Pavement Drainage Assessment

The Engineer shall analyze project scenarios of pavement drainage to assist in an assessment of three potential management lane configurations described below.

- a. The Engineer shall perform review of proposed DTM. The purpose of this review is to identify all areas of super elevation transition and other high-risk hydroplaning pavement areas.
- b. The Engineer shall prepare a pavement drainage analysis of the cross-sections including hydroplaning calculations and ponded width calculations. The ponded width calculations will be based on appropriate TxDOT statewide standard inlets or existing inlets. This task assumes fifteen (15) locations, each analyzed for the three potential typical sections described below. This is a total of forty-five (45) pavement analysis sections.
  - a. Managed lanes draining to the outside across the mainlanes.
  - b. Managed lanes draining to the outside, towards the mainlanes, to a barrier to intercept flow.
  - c. Managed lanes with a crown in the middle of the outside managed lane.

### 3.3.2 ATLAS 14 Implementation

The Enineer, to better understand the impacts of ATLAS 14 on the Project shall:

- Arrange and attend coordination meeting with TxDOT and the Mobility Authority to discuss the ATLAS 14 approach and assumptions to be used for the Project.
- Prepare meeting summaries and summaries of policy approaches to document TxDOT and Mobility Authority design decisions.

#### 3.3.2.1 ATLAS 14 Pond Analysis

The Engineer shall update the existing and proposed HEC-HMS hydrologic models to with ATLAS 14 precipitation, review model to ensure no additional model modifications are needed to accommodate the increased precipitation. For the purposes of this scope it is assumed no model modifications in addition to the precipitation update will be required.

- a. The Engineer shall update the existing and proposed HEC-RAS and SWMMM hydraulic models with the results from the ATLAS 14 hydrology. Review the models to assess the impacts and risks of the ATLAS 14 peak flows.
- b. The Engineer shall develop mitigation options for identified ATLAS 14 impacts. These options include:

- a. Increasing the volume of the previously proposed ponds.
  - b. Determining if detention mitigation is needed at locations where detention was not previously proposed.
  - c. Evaluate other options besides detention ponds such as channel improvements.
  - d. Preparing schematic level plans for implementing the above mitigation options.
- c. The Engineer shall review existing water quality pond splitter structures from available as-built and survey data to determine if previously recommended modifications are still feasible considering ATLAS 14 impacts.
  - d. The Engineer shall prepare summary memo of ATLAS 14 impact assessment including updated H&H model results, mitigation recommendations, and schematic level exhibits for implementing the mitigation options.
  - e. The Engineer shall prepare updates for the project cost estimate assumptions previously developed under Task Order Amendment 1 for detention and water quality components changes due to ATLAS 14 incorporation.

#### 3.3.2.2 ATLAS 14 Pavement Drainage Assessment

The Engineer shall update the previously produced project scenarios of pavement using ATLAS 14 rainfall data to assist in the potential managed lane configurations and costs estimate assumptions.

- a. Update ponded width calculations using the ATLAS 14 rainfall data.
- b. The deliverable will be an updated calculation summary noting changes in the results from the non-ATLAS 14 results.
- c. Hydroplane calculations are not affected by the ATLAS 14 precipitation because they are not based on a storm frequency. Revisions to the hydroplane assessment or calculations are excluded from this scope.

#### 3.3.2.3 ATLAS 14 Storm Sewer Trunk Line Assessment

The Engineer shall update the storm sewer trunk line analysis using ATLAS 14 precipitation data to improve understanding of scope of work and identify project risks in support of the procurement documentation.

- a. The Engineer shall update GeoPak models previously produced to analyze the trunk lines (parallel to the corridor and 30-inches and larger) for the ATLAS 14 flows. Inlet modeling is excluded from this scope.
- b. The Engineer shall revise the models as needed or explain any major discrepancies between the referenced data and the results.



- c. The Engineer shall prepare an updated summary of high-risk areas suggested for survey.
- d. The Engineer shall prepare an updated summary of drainage improvement assumptions for the project cost estimate assumptions including the below.
  - a. Inlets
  - b. Storm sewer trunk lines
  - c. Laterals

#### 3.3.2.4 ATLAS 14 Storm Sewer System Outlet Assessment

The Engineer shall update the impact analysis for the project outlets using ATLAS 14 rainfall data. The outlets will be coordinated with the TxDOT Preliminary Drainage Impact and Water Quality Treatment Implementation Memo.

- a. The Engineer shall update hydraulic models to analyze the outlet structure capacity for the design frequency per TxDOT HDM using the updated ATLAS 14 rainfall data.
- b. If necessary to calibrate the existing conditions model results, the Engineer shall perform a review of as-builts and any other appropriate data and shall revise the models as needed or explain any major discrepancies between the referenced data and the results.
- c. The Engineer shall prepare an updated summary of high-risk areas suggested for survey.
- d. The Engineer shall prepare an updated summary of drainage improvement assumptions for the project cost estimate assumptions.

#### 3.3.2.5 Deliverables

- Preliminary ATLAS 14 Impact Memo;
- A summary of infrastructure cost assumptions; and
- Electronic native format of MicroStation storm sewer DGN and GeoPak gdf and all exhibits prepared.

### 3.4 Landscaping and Aesthetics Guide

The portion of the corridor includes treatments to the following interchanges:

- Lakeline Mall Drive
- SH 45
- Lake Creek Parkway
- Anderson Mill Road.
- McNeil Dr./Pond Spring Road.
- Oak Knoll Road.
- Duval Road.

- Balcones Woods Drive.
- Braker Lane.
- Great Hill Trail.
- MoPac Loop 1.

3.4.1 The Engineer shall prepare a Landscaping and Aesthetics Guide which will define the desired aesthetic requirements for the built and landscape components of the project. The Guide will be an illustrative document with sufficient details and dimensions to describe and define the forms, textures and or colors for the following project elements:

- Bridge substructures, (new and widened structures)
- Vehicle barriers
- Noise wall art patterns
- Retaining wall art patterns (single concept with up to six unique panels reusable for entire corridor)
- Barrier and Fence at Biofiltration Basin
- Planter walls at Interchange bridge abutments
- Shared Use Path specialty and standard paving
- Shared Use Path specialty overhead art panels and lighting
- General Corridor surface paving beneath structures at interchanges
- Major Guide Sign Support structures
- Tollway Gantry support structures
- Tollway Lane Lighting- pole color
- Detail Planting - interchange focus area planters
- Detail Planting - cut slope focus area Loop 360 area
- Biofiltration Basin -Planting Palette
- Corridor Wide Landscape Concepts and Plant Palette
- Color Palette
- Aesthetics Matrix

3.4.2 Deliverables

- Table of Contents/Outline for Mobility Authority to review and comment.
  - Using the Context Sensitive Design Summary as modified by Mobility Authority staff at scope discussion meeting 10/12/201/, per par a TOC/Outline for the Design Guide for Mobility Authority review and comment.
- 60% submission for Mobility Authority to review and comment.
- 90% submission for Mobility Authority to review and comment.

- 100% submission for Mobility Authority to review and comment.
- Final Document for Mobility Authority acceptance.

### **3.5 Geotechnical Investigation**

3.5.1 The Engineer shall prepare a geotechnical data report using historical boring information provided by TxDOT. The report shall include WinCore log and lab testing data. To support this effort, the Engineer shall drill 24 borings totaling 540 feet of drilling.

- 22 borings at a depth of 20 ft., along US 183 and N MoPac Express Way.
- 2 borings at a depth of 50 ft., near the intersection of US 183 and N MoPac Express Way.

3.5.2 Deliverables

- Geotechnical Data Report

### **3.6 183 North / MoPac Direct Connection**

3.6.1 Roadway Schematic Design

This effort assumes only one submittal to TxDOT for review prior to final review and it assumes that the final submittal is only for verification that comments were addressed.

3.6.1.1 Environmental Exhibit Preparation

3.6.1.1.1 The Engineer shall prepare exhibits, as required, to support the environmental re-evaluation.

3.6.1.1.2 The Engineer shall provide updated exhibits for the traffic noise workshop and coordinate with the traffic noise modeler for the reassessment of the noise wall needs. The limits of the removal of the existing sound wall and the proposed sound shall be shown at the revised schematic layout and updated sound wall exhibits for the environmental document.

3.6.1.1.3 The Engineer shall provide exhibits such as draft schematics, constraints maps, and other necessary exhibits for the meetings with the affected property owners (MAPOs). The Engineer shall participate and facilitate 10 assumed MAPOs.

3.6.1.1.4 The Engineer shall provide excavation volumes that will be included in the Biological Assessment submittal. The excavation volumes will be for the following items:

- Roadway Excavation.
- Bridge Foundation Drilled Shafts.
- Large Sign Structure Drill Shafts.
- High Mast Illumination Drill Shafts.
- Noise Wall Drilled Shafts.

f. Retaining Wall Foundation.

3.6.1.2 Roadway Geometrics and Design

The Engineer shall utilize the same roadway design criteria previously used for the development of the 183 North Mobility Project Final Design Schematic to make any updates to the schematic. If design criteria cannot be achieved, the Engineer shall identify design exceptions and waivers, and shall prepare preliminary documentation for approval. The work in this task shall generally consist of revisions to the schematic necessary to reflect proposed revisions to the 183 North MoPac direct connector.

3.6.1.2.1 The Engineer shall develop or modify proposed typical sections for the added and modified roadway improvements that depict the number and type of lanes, shoulders, median width, curb offsets, cross slope, and ROW limits to match the current schematic.

3.6.1.2.2 The Engineer shall prepare roadway geometric design consisting of horizontal alignments and profiles of the added and modified roadways and update the schematic to contain the following elements:

- a. Roadway alignments including horizontal curve data.
- b. Cross-slopes including super elevation transitions.
- c. Pavement edges, barriers, curb lines for roadway improvements.
- d. Typical sections of existing and proposed roadways.
- e. Preliminary proposed bridge structure limits, abutments, bents, and rail locations.
- f. Preliminary retaining wall limits.
- g. Proposed sound walls.
- h. Existing ROW and easements
- i. Large signs and preliminary locations for changeable message signs.
- j. Lane lines, shoulder lines, and direction of traffic flow arrows indicating the number of lanes on all roadways.
- k. Calculated profile grade and vertical curve data.

3.6.1.3 Roadway Cross-Sections

The Engineer shall generate preliminary cross-sections every 200 feet and at culvert locations within the revised roadway portion of the direct connector at 183 North and MoPac. The Engineer shall determine earthwork volumes for use in the cost estimate.

3.6.1.4 Large Guide Signs and Illumination

- a. The Engineer shall review the existing and proposed large guide signs for both the toll and non-toll routes which include advance signage outside of the project limits.

- b. The Engineer shall develop SignCad signs to import into the updated the signing schematic, and develop an updated signage layout for the Draft roadway schematic.
- c. The Engineer shall use AGi32 templates to perform photometric analysis to aid determination of pole placement. An AGi32 model will not be created.
- d. Using the data from the effort above, the Engineer shall update the high mast and/or conventional pole locations shown in the schematic.

#### 3.6.1.5 Preliminary Cost Estimate and Draft Engineering Report

- a. The Engineer shall prepare a preliminary cost estimate for the schematic revisions to include the roadway items and associated roadway modifications.
- b. The Engineer shall prepare a draft engineering report to provide the basis of design, document the changes to the schematic, list potential design exceptions and waivers, and provide the basis of estimate.

#### 3.6.1.6 Deliverables

This task assumes that the review of the Pre-Final Schematic submittal will be conducted concurrently by the Mobility Authority and TxDOT. Current TxDOT design schematic check-lists will not be applicable. The Engineer shall provide similar information with the schematic and as described by this scope. The Engineer shall provide:

- Draft Environmental Exhibit.
- Typical sections
- Preliminary retaining wall concepts
- Updated signage layout.
- Pre-final schematic
- Final schematic
- Preliminary cost estimate
- Draft Engineering report

### 3.6.2 Drainage Schematic Design

#### 3.6.2.1 Impact Analysis

The Engineer shall assess the hydrologic and hydraulic impacts of adding the collector distributor lanes and to develop mitigation recommendations for unacceptable impacts.

- 3.6.2.1.1 The Engineer shall update the existing and proposed HEC-HMS hydrologic model previously modified for the 183 North project to include the change in impervious cover. It is anticipated that the following drainage areas FOB\_05, FOB\_04A, SH20a, SHL23a, SHL23b, and SHL24 will be modified.

- 3.6.2.1.2 The Engineer shall update the existing and proposed HEC-RAS hydraulic model for Shoal Creek that was previously modified for the 183N project to include the changes in peak flow.
- 3.6.2.1.3 The Engineer shall update the post project hydrologic models previously developed for the MoPac Improvement Project (MIP) to calculated peak flow changes to project outfalls.
- 3.6.2.1.4 The Engineer shall update the post project hydraulic models previously developed for the MIP to calculate if the outfalls have sufficient capacity to convey the increase in flow to the floodplain.
- 3.6.2.1.5 If the above tasks indicate there are floodplain or outfall impacts that are unacceptable mitigation strategies will be investigated. These strategies could include:
  - a. Providing new detention ponds or structures in the MoPac Corridor.
  - b. Modifying the existing detention ponds in at the MoPac and 183 interchanges.
  - c. Providing new or additional detention in corridor.
  - d. Making improvements to the outfall conveyance.
- 3.6.2.1.6 The Engineer shall prepare a memo summarizing the approach and results to the modeling performed in the above tasks. The Engineer shall prepare, for inclusion in the memo, schematic level exhibits for the mitigation recommendations

### 3.6.2.2 Pavement Drainage Assessment.

The Engineer shall assess the addition of the collector distributor system to determine if it introduces an unacceptable increase in hydroplane risk or calculated ponding widths.

- 3.6.2.2.1 The Engineer will perform review of proposed merged with existing DTM or openroads surface. The purpose of this review is to identify all areas of super elevation transition and other high-risk hydroplaning pavement areas and prepare hydroplane calculations for these locations
- 3.6.2.2.2 Using the MIP GeoPak drainage model, the Engineer will prepare a pavement ponding width analysis of locations with existing inlets and pavement widening. The ponded width calculations will be based on appropriate TxDOT statewide standard inlets or existing inlets. If the GeoPak drainage model is not available an analysis of typical inlet scenarios will be performed. It assumed 10 inlet locations will be modeled.

### 3.6.2.3 Storm Sewer Assessment

The Engineer shall analyze the project storm sewer trunk lines to improve understanding of scope of work and identify project risks in support of the procurement documentation.

3.6.2.3.1 The Engineer shall obtain and review the GeoPak drainage model from the MIP. The MIP models will be updates using ATLAS 14 flows. The Engineer shall prepare the proposed condition model that reflects the changes to drainage areas and impervious cover. Other modeling parameters such as time of concentration paths and calculations will not be revised. No inlet modeling is assumed.

3.6.2.3.2 The Engineer shall prepare a summary memo that outlines which pipes are not meeting criteria under proposed conditions and as summary of inlet ponded width calculations. The memo will also include considerations for minimum pipe and inlet cover at locations of cut such as underpasses.

3.6.2.3.3 The Engineer shall prepare a summary of drainage improvement assumptions for the project cost estimate included below.

- a. Inlets
- b. Storm sewer trunk lines
- c. Laterals

#### 3.6.2.4 Deliverables

- Drainage Impact and Mitigation summary memo with cost estimate assumptions
- Storm Sewer Assessment summary memo with cost estimate assumptions
- Electronic native format of MicroStation storm sewer DGN, GeoPak gdf, HEC-HMS and HEC-RAS models and all exhibits prepared.

#### 3.6.3 Structure Schematic Design

3.6.3.1 The Engineer shall review the existing information, as it relates to the design efforts in this task, including as built plans, BRINSAP report, available survey and utility info.

3.6.3.2 The Engineer shall provide up to two alternatives for the Collector Distributor DC Bridge Bent Layout. Advance the selected alternative to the final schematic design.

3.6.3.3 The Engineer shall prepare one alternative bent layout for the two-lane DC from US 183 EB to Loop 1 SB.

#### 3.6.3.4 Deliverables:

- A MicroStation file to be used within the Schematic Layouts with bridge bent locations.

#### 3.6.4 Utility Coordination

3.6.4.1 The Engineer shall complete a quality level B investigation within the following areas impacted by the design revisions explained in this task:

- Along the alignment of the proposed retaining walls. The investigation area will cover 10' each side of the proposed retaining walls.
- Within the footprint of the proposed sidewalk extensions.
- Within the footprint of the areas of main lane pavement widening along US 183 (excluding TxDOT ITS).
- Mapping of the TxDOT ITS system along US 183 from SH 45 to MoPac.
- From the west ROW of MoPac to the west pavement edge of the southbound main lanes; from US 183 to 1000' south of Spicewood Springs Road/W Anderson Lane.
- Within the footprint of the areas of pavement widening from 1000' south of Spicewood Springs Road/W Anderson Lane to Northland Drive/Allendale Road.

3.6.4.2 The Engineer shall complete quality level A investigation at seven (7) test hole locations to support utility conflict analysis, including permits and traffic control required for completion of the work. This effort is limited to the area impacted by the design revisions described in this task. It involves subsurface utility exploration and utility engineering for those utilities inside the footprint.

3.6.4.3 Deliverables:

- A utility file in MicroStation format depicting all designated and located utilities.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These plans shall be signed and sealed by a Professional Engineer and delivered in electronic PDF form.
- 11"x17" Sue Plan Sheets depicting all designed and located utilities. These plans shall be signed and sealed by a Professional Engineer and delivered in electronic PDF form

3.6.5 Survey

3.6.5.1 The Engineer shall survey the following elements of each structure impacted by the proposed improvements, in the area of the improvements only: abutment, bearing seat and backwall, girder low chord elevations, column locations, riprap slope, and wing wall locations with lengths of barrier along wingwall. This survey information will be collected using the control used for the MoPac & US 183A (Non-Harn). The following structures will be surveyed (West End Spans Only):

- a. The bridge at Steck Ave.
- b. The bridge at Spicewood Springs Rd



c. The bridge at Far West Blvd.

3.6.5.2 Deliverable:

- MicroStation 3D dgn file, Tin file and DAT file.

#### **4.0 Pre-Investment Grade Traffic & Revenue Analysis Coordination [Code 13120]**

4.1 Coordination with CTRMA's T&R Consultant

4.1.1 The Engineer shall support the Authority during its coordination efforts with the Traffic & Revenue consultant, as directed by the Authority.

4.2 Provide project information to T&R Consultant

4.2.1 The Engineer shall prepare and provide project configuration and scope information to the Traffic & Revenue consultant and review Draft Traffic & Revenue Analyses to ensure consistency with project information.

#### **5.0 Investment Grade Traffic & Revenue Analysis Coordination [Code 13330]**

**5.1 Coordination with CTRMA's T&R Consultant**

5.1.1 The Engineer shall support the Authority during its coordination efforts with the Traffic & Revenue consultant, as directed by the Authority.

**5.2 Provide project information to T&R Consultant**

5.2.1 The Engineer shall prepare and provide project configuration and scope information to the Traffic & Revenue consultant and review Draft Traffic & Revenue Analyses to ensure consistency with project information.

#### **6.0 Project Oversight - Design Build Agreement [Code 13730]**

**6.1 Request for Qualifications (RFQ) Process**

6.1.1 The Engineer shall conduct a Preliminary Risk Allocation Workshop with the Authority staff, subject matter experts, legal counsel, financial advisors, and others to develop a policy and methodology to divide and assign the risks associated with the design, construction, operation, maintenance and financing elements of the project. A Preliminary Risk Allocation matrix will be developed which will divide and assign all potential risks associated with the development and implementation of the project.

6.1.2 The Engineer shall develop a RFQ for the project, post the RFQ as required by the Authority rules, and provide responses to questions/modifications as may be required during the process. RFQ provisions shall include at a minimum:

- a. General Understanding of the Project
- b. Scope of Services to be requested
- c. Developer team and personnel requirements
- d. Financial statements and requirements
- e. Bonding and insurance requirements

- f. General Disclosures
- g. Qualifications Submittal Requirements
- h. Evaluation Criteria

- 6.1.3 The Engineer shall assist in the evaluation of responses to the RFQ for the Project based on the qualifying/measurable components posed in the RFQ and the associated evaluation criteria/procedures established by the Authority. The Engineer shall prepare summaries of strengths and weaknesses of all proposers for each component.
- 6.1.4 The Engineer shall plan, organize, and administer a series of oral presentations / briefings / discussions (the “orals”) by and with the proposers if requested by the Authority, prepare questions to be asked by the Authority at the orals, assist and advise the Authority in planning and managing the orals, assist the Authority in answering questions at the orals, and prepare written answers to respondent questions posed at the orals for consideration by the Authority.
- 6.1.5 The Engineer shall participate with the Authority in discussions and reviews of the proposers’ comments and answers to the Authority questions post orals, prepare final written synopses of those responses in a style and format suitable for review and evaluation by the Selection Committee, and document for the record the review and shortlist selection procedure followed.
- 6.1.6 The Engineer shall assist in preparing for and presenting the recommendations of the Selection Committee to the Authority Board of Directors, prepare and organize all documents, exhibits, and visual aids helpful to the comprehension and supporting of the presentation to the Board.
- 6.1.7 The Engineer shall assist in preparing for and facilitating one Pre-Submittal Conference prior to issuance of RFQ.

## **6.2 Draft Request for Detailed Proposals (RFDP)**

- 6.2.1 The Engineer shall work closely with the Authority in the preparation of a procurement process / protocol and reasonable time schedule to define progress achievement milestones between the issuance of the RFDP and the issuance of Notice(s) to Proceed to the selected Proposer. This schedule will allow sufficient time for all elements of the procurement process, including: development of the RFDP by the Authority and the Engineer; preparation of Detailed Proposals by the shortlisted Proposers; assessment of the Detailed Proposals by the Authority and the Engineer; selection of the “Best Value” proposal; and negotiation of the terms and execution of Design Build Agreement.
- 6.2.2 The Engineer shall develop the main sections of the Preliminary Draft RFDP. These main sections will include:
  - a. Draft Instructions to Proposers – This document will contain relevant information to the shortlisted Proposers regarding the project and associated submittals, including: an introduction and summary of the project; a procurement schedule defining the major milestone dates to be adhered to during the procurement process; detailed description of the procurement process which the Authority will utilize during the review and evaluation of the responses to the RFDP; detailed information pertaining to the Proposal delivery, content and format; Proposal evaluation criteria and weighting; alternative technical concept

(ATC) evaluation criteria and weighting; award and approval process; and stipend information and amounts (if applicable).

- b. Draft Design Build Agreement – This document will contain the actual Design Build Agreement to be executed between the Authority and successful Proposer. This section of the RFDP will be prepared by the Authority legal counsel and the Engineer will serve in a coordination / review role in the development of same. The Engineer will be responsible for coordinating with the Authority legal counsel on this element of the Draft RFDP deliverable.
- c. Draft Scope of Work – This document will contain detailed information, specifications, and associated guidance intended to apply specifically to the development and implementation of the project.
- d. Draft Technical Provisions – This document will contain detailed information, specifications, and associated guidance intended to apply to the development and implementation of all toll facility projects procured by the Authority.

6.2.3 The Engineer shall conduct a Risk Workshop with the Authority staff, subject matter experts, legal counsel, financial advisors, and others to develop a policy and methodology to further divide and assign the risks identified during the Preliminary Risk Workshop. A Revised Risk Allocation matrix will be developed which will divide and assign all potential risks associated with the development and implementation of the project, including:

- a. Design Process: design defect (damages, third party injury); design defect (Nonconforming Work); system integrator (SI) delays; other cost increases and delays; accuracy of schematics and reference documents; alignment change creating need for additional right-of-way; change in standards, latent defects; and coordination with adjacent projects.
- b. Right of Way: right-of-way acquisition costs; right-of-way acquisition delays.
- c. Utility Relocation: delay due to Utility Adjustments, including unidentified utilities; cost of unidentified utilities; failure of Utility Owners to comply with Adjustment Agreements.
- d. Governmental Approvals: City of Austin approvals, governmental approvals; new environmental approvals and changes to the Authority-Provided Approvals due to changes in Final Design; governmental approvals required due to Force Majeure or the Authority-Directed Change After NTP
- e. Force Majeure Events: actions of the elements; acts of war; strikes and labor disputes; archaeological, paleontological or cultural resource; threatened or endangered species; changes in law; injunctions against the Project; temporary no-work restrictions resulting from the discovery within the Site of any karst features; hazardous materials (third party spills after proposal date); hazardous materials (existing).
- f. Construction, Supply and Installation: cost increase due to the Authority-Directed Change or the Authority-Caused Delay; differing site conditions; delay in completion (other than Authority-Caused Delay, Force Majeure and certain uncooperative utility delays); delay in completion due to Authority-Caused Delay, Force Majeure and certain uncooperative utility delays; construction defect (damages, third party injury); construction defect (Nonconforming

Work); delays in opening Project for revenue service due to System Integrator work, material and labor shortages.

- g. Operations and Maintenance: evaluation of allowable system designs and controls, defects, warranties, contracting terms and hand-back requirements.
- h. Financing: evaluations of allowable contracting terms and options, alternative financial concepts, and payment structures.

6.2.4 Prepare a Draft RFDP which incorporates the Risk Allocation assignments, agreed to by the Authority into the Preliminary Draft RFDP. An extensive internal review of this Draft RFDP will be completed by senior level staff having experience in procurement processes to ensure completeness. Comments developed / identified during this internal review process will be discussed with the Authority staff, legal counsel, and financial advisers to obtain their approval prior to modifying the Preliminary Draft RFDP / preparing the Draft RFDP.

6.2.5 Organize Reference Documents that will be provided along with the Draft RFDP for reference information only. Status assessments will be prepared for inclusion in the RFDP for those documents which have not been fully completed at the time of Draft RFDP issuance to the shortlisted Proposers.

### **6.3 Final RFDP**

6.3.1 The Engineer shall facilitate the industry review of the Draft RFDP, prepare correspondence for the Authority formally issuing the Draft RFDP to the shortlisted Proposers for review and comment. Written comments will be requested from each shortlisted Proposer. Individual one-on-one meetings will be held with each of the shortlisted Proposers, as required by the Authority, to discuss specific comments, questions, or concerns.

6.3.2 The Engineer shall, working jointly and cooperatively with the Authority, compile industry review comments and meeting documentation. Based on discussions with Authority staff, legal counsel, and financial advisers, a Final RFDP will be prepared by incorporating applicable industry review comments into the Draft RFDP.

6.3.3 The Engineer shall attend meetings with the Authority to present the Final RFDP to TxDOT and FHWA; written comments will be formally requested from both agencies. Comments received from TxDOT and FHWA will be discussed with the Authority staff, legal counsel, and financial advisers as appropriate to obtain approval prior to modifying the Final RFDP.

6.3.4 The Engineer shall prepare correspondence for execution by the Authority for distributing the Final RFDP to shortlisted Proposers upon FHWA's approval of the Final RFDP (if applicable).

### **6.4 Proposal Coordination Support**

6.4.1 The Engineer shall plan, organize, and administer workshops to be attended by the Authority staff, legal counsel, financial advisers, Engineer staff, and shortlisted Proposers. These workshops will allow the Authority to brief the shortlisted Proposers on the background and status of the various project elements such as design/geometrics, maintenance of traffic, landscape/aesthetics, environmental, right-of-way, utility coordination/relocations, and tolling.

- 6.4.2 The Engineer shall plan, organize, and administer one round of one-on-one meetings to allow shortlisted Proposers the opportunity to ask specific questions/request clarifications on the Final RFDP; it will also provide the shortlisted Proposers the opportunity to solicit preliminary feedback regarding potential Alternative Technical Concepts and Value-Added Concepts they intend to include in their Technical Proposals. The Engineer will solicit information from the shortlisted Proposers such that agendas and related documents / exhibits can be prepared and distributed prior to these one-on-one meetings; minutes of all one-on-one meetings will also be prepared by the Engineer. The Engineer will evaluate questions (oral and written) posed at these meetings (and submitted later in writing) and draft answers for consideration by the Authority. Upon receipt of the Authority approval, the Engineer will assemble and distribute the Authority answers to questions.
- 6.4.3 The Engineer shall prepare and issue up to two addenda to the Final RFDP, if required, suggested by meetings, discussions, workshops, questions posed by potential Proposers, and clarifications suggested and/or approved by the Authority; addenda will also include status updates on Reference Documents originally included in the Final RFDP, if required.
- 6.4.4 The Engineer shall work with the Authority staff and counselors, to conduct a detailed and thorough procedure and methodology for evaluating preliminary Proposal elements to be submitted by the shortlisted Proposers, as follows:
- a. Initial submittal of conceptual information pertaining to ATCs, Alternative Financial Concepts (AFCs) and Draft Value-Added Concepts (VACs) will be evaluated. The evaluation procedure and methodology for these initial submittals will include a preliminary review by a Technical Subcommittee approved by the Authority and will be completed such that the Authority can provide initial feedback regarding their opinion of each ATC, AFC and VAC. One-on-one meetings will be held, as required by the Authority, to discuss the ATCs, AFCs and VACs with each shortlisted Proposer.
  - b. Alternative Technical Concepts (ATCs) formally submitted by the shortlisted Proposers will be evaluated. These ATCs will include proposed changes to the minimum project requirements set forth in the Final RFDP. The Engineer will establish an ATC Review Core Team composed of senior level staff to lead the review of these Concepts. Upon completion of the review, recommendations will be made to the Authority regarding which ATCs should be “Approved”, “Conditionally Approved”, or “Rejected”; recommendations that “Additional Information is Required” or that an “ATC does not qualify as an ATC but may be included in the Proposal” may also be made. Upon acceptance of the Engineer’s recommendations by the Authority, the Engineer will assist the Authority in obtaining necessary agency approvals, including TxDOT and FHWA, if required. The Engineer will attend meetings with the Authority to present and discuss the selected ATCs with TxDOT and FHWA; written comments will be formally requested from both agencies.
  - c. Alternative Financial Concepts (AFCs) formally submitted by the shortlisted Proposers will be evaluated. These AFCs will include proposed changes to the minimum project requirements set forth in the Final RFDP. The Engineer will support the Authority’s Financial Consultants to establish an AFC Review Core Team composed of senior level staff to lead the review of these Concepts. Upon completion of the Engineer’s review, recommendations will be made to the

Authority regarding which AFCs should be “Approved”, “Conditionally Approved”, or “Rejected”; recommendations that “Additional Information is Required” or that an “AFC does not qualify as an AFC but may be included in the Proposal” may also be made. Upon acceptance of the Engineer’s recommendations by the Authority, the Engineer will assist the Authority in obtaining necessary agency approvals, including TxDOT and FHWA, if required. The Engineer will attend meetings with the Authority to present and discuss the selected ATCs with TxDOT and FHWA; written comments will be formally requested from both agencies.

- 6.4.5 The Engineer shall prepare correspondence for execution by the Authority transmitting the findings of the Authority’s evaluation of the preliminary Proposal elements. This correspondence will be utilized by the shortlisted Proposers during their preparation of their Technical Proposals.
- 6.4.6 The Engineer shall plan, organize, and administer a series of Final one-on-one meetings to allow shortlisted Proposers the opportunity to ask final specific questions/request final clarifications prior to submittal of their Final Technical Proposal and Price Proposals. The Engineer shall solicit information from the shortlisted Proposers such that agendas and related documents / exhibits can be prepared and distributed prior to these Final one-on-one meetings; minutes of all Final one-on-one meetings will also be prepared by the Engineer. The Engineer will evaluate questions (oral and written) posed at these meetings (and submitted later in writing) and draft answers for consideration by the Authority. Upon receipt of the Authority approval, the Engineer will assemble and distribute the Authority answers to questions.
- 6.4.7 Working with the Authority staff and counselors, the Engineer shall develop a detailed and thorough procedure and methodology for evaluating final Proposal elements to be submitted by the shortlisted Proposers, as follows:
  - a. Technical Proposals, which include detailed information pertaining to the development of the Project as defined in the Final RFDP, innovative financing plans, opening schedule, and overall approach to the project will be evaluated. The evaluation procedure and methodology for the Technical Proposals will utilize the “Best Value Concept” process and will include detailed reviews by a series of specialized Technical Subcommittees approved by the Authority. The findings of each Technical Subcommittees’ review will be documented for presentation to the Detailed Proposal Evaluation Committee (appointed by the Authority) such that an objective evaluation process can be completed by each Committee member for each proposal. Upon completion of the individual Committee member evaluation / scoring, an average of all scores will be prepared for each Proposal.
  - b. Price Proposals, which include detailed cost information for the development of the Project as defined in the shortlisted Proposers’ Technical Proposals and as defined in the Final RFDP. The evaluation procedure and methodology will be completely independent from the Technical Proposal evaluation and will include review of the Price Proposals for mathematical accuracy and completeness.

Upon receipt of the Authority approval on the evaluation procedures and methodologies, a workshop will be held to convey this information to the Detailed Proposal Evaluation Committee appointed by the Authority.

- 6.4.8 The Engineer shall develop a secure system for receiving, handling, distributing, tracking, storing, and dating all documents, correspondence, facsimile transmissions, and other telecommunications after the date of acceptance of the Final RFDP. Search and locate a secure site acceptable to the Authority to store all documents and correspondence received and created on and after the date of receipt of the Final RFDP. With the assistance of the Authority staff, create and maintain a list of parties who have been authorized access to the secured data by the Authority staff. Create a controlled system in which the evaluators must check out, check in, and be recorded as holding the secured data.

## **6.5 Proposal Review Support**

- 6.5.1 The Engineer shall receive and commence detailed reviews of the Technical Proposals submitted by the shortlisted Proposers, which include detailed information pertaining to the development of the Project as defined in the Final RFDP, innovative financing plans, opening schedule, and overall approach to the project; review of the associated price proposals submitted by the shortlisted Proposers defining their maximum price for the aforementioned minimum interim build scenario of the Project will also be reviewed. The Engineer shall establish a series of specialized Technical Subcommittees approved by the Authority to evaluate the thoroughness and quality of the Technical Proposal responses to each inquiry item contained in the Final RFDP utilizing the evaluation procedures and formulae adopted by the Authority. There may be other unsolicited technical, contractual or financial proposals in addition to the base guidelines provided by the Authority in the Final RFDP; such alternate responses also shall be evaluated and reported by the Engineer. The Engineer will prepare documentation of the findings resulting from the Technical Subcommittee evaluations; meetings with the Authority staff, legal counsel, and financial advisors will also be held to discuss same.
- 6.5.2 The Engineer shall assist the Authority in the identification and selection of the “Best Value” Proposal. An evaluation outline will be prepared which documents the procedure followed during the evaluation of the Proposals, indicating what measurable developer performance categories were identified and individually analyzed. Using the outline, a detailed summary report of the review and analysis process followed by the Engineer will be prepared, describing how the evaluators used the analytical work performed by the Engineer to rank the responses in a best value order.
- 6.5.3 The Engineer shall serve as a resource participant with the evaluators and the Authority staff in delivering final reports and recommendations for best value developer selections and designations to the Committee and to the Board. The Engineer will also prepare final reports summarizing the deliberations, actions, and recommendations of the Committee and the Board relative to the review and consideration of the Proposals and their final selection and designation of the developer for the Project based on the “Best Value” evaluations.
- 6.5.4 Update Risk Allocation matrix based on Final RFDP.

## **6.6 Design Build Agreement Support**

- 6.6.1 Complete various Contracting phase efforts associated with the Design Build Agreement procurement, including:

- a. Assist the Authority in identifying Proposer commitments and negotiating the final agreement language.
- b. Assist the Authority in reviewing insurance and bond documents for inclusion in the conformed agreement.
- c. Assist the Authority in preparing the final conformed document for execution.
- d. Conduct debriefings on behalf of the Authority, under the guidance of general counsel of the Authority, for proposers to the RFDP that were not selected by the Authority.
- e. Final filing and documentation.

## **6.7 Bond Sale Support**

The Engineer, in order to support the sale of bond, do the following:

- 6.7.1 Develop a capital cost estimate defining elements necessary for project implementation.
- 6.7.2 Develop detailed annualized cost estimate for funding of necessary operations, maintenance, and renewal & replacement elements for the duration of the bonds.
- 6.7.3 Develop comprehensive schedules defining all elements of the project, including the critical path tasks that directly affect the opening of the project.
- 6.7.4 Prepare the Consulting Engineer's Report necessary for the bond sale with a detailed description and history of the bonded project, comprehensive schedules, detailed capital cost estimates, and annualized operations, maintenance, and renewal & replacement cost estimates.
- 6.7.5 Support the Authority in development of the Preliminary Official Statement and the Final Official Statement.
- 6.7.6 Coordinate as necessary with the Authority, Bond Counsels, Financial Advisors, and Underwriters on the bond finance team.
- 6.7.7 Issue such certificates as are required to be delivered by the Engineer regarding specific scope of the project; estimated capital costs; estimated operations, maintenance, and renewal & replacement costs; implementation/open to traffic schedule; and necessity to acquire certain real property for the project.
- 6.7.8 Present the accuracy and reliability of project costs and schedules to the bond rating agencies and insurers during bond sales.

## **6.8 CE&I Procurement**

- 6.8.1 The Engineer shall support the Authority in the procurement of a construction engineering and inspection consultant using existing documents from other projects. It shall support the Authority in:
  - 6.8.1.1 Advertisement of the procurement.
  - 6.8.1.2 Revision contract.
  - 6.8.1.3 Reviewing and revising a scoring criterion and assisting with the assessment of proposals.



6.8.1.4 Assisting the Mobility Authority in the negotiating with the selected consultant.

## **6.9 Development of Procurement Portal**

6.9.1 Working within the framework of the CTRMA SharePoint system, the Engineer shall develop a secure Procurement Portal with user accounts for each Proposer that would assure confidentiality in communication between the Proposers and CTRMA

6.9.1.1 The portal shall be capable of receiving data from each Proposer as well as distributing materials from CTRMA to each Proposer.

6.9.1.2 The system shall be capable of receiving (in a confidential manner) questions or other sensitive materials from Proposers.

6.9.2 Testing of Procurement Portal

6.9.2.1 The Engineer will develop testing accounts for use in distribution and receipt of materials in a “test” environment

6.9.2.2 Engineer shall make any adjustments necessary to correct issues identified during the testing process and shall ready the system to go live 7 days prior to issuance of the Draft Request for Detailed Proposals

## **7.0 Environmental Permit Support [Code 13220]**

### **7.1 Preconstruction Notice for (USACE)**

7.1.1 The Engineer shall coordinate with TxDOT and the U.S. Army Corps of Engineers (USACE) in the agency review process, provide assistance in the development of documents supporting the use of a Nation Wide Permit (NWP 14) and/or Individual Permit, and respond to any TxDOT Austin District, TxDOT Environmental Affairs, FHWA and USACE comments. Responses to comments and revisions to the PCN would be performed until environmental clearance is obtained from the USACE.

## **8.0 Final Design Services [Code 13310]**

### **8.1 Utility Coordination**

8.1.1 The Engineer shall provide technical expertise in the areas of Utility Accommodation Rules (UAR), utility coordination, utility reimbursement procedures and real property interest issues.

8.1.2 The Engineer shall review existing utility information for conflicts with preliminary roadway configuration, conduct a utility conflict analysis, and provide a conceptual utility relocation plan.

8.1.3 The Engineer shall represent the Authority in coordination efforts related to utility matters; includes coordination with Utility Companies and TxDOT utility staff.

8.1.4 The Engineer shall assist the Authority with negotiating the details of utility agreements with the utility companies. Details will include any necessary betterment percentages, indirect costs, plans, estimates and schedules for the utility companies' activities.

- 8.1.5 The Engineer shall review utility plans for compliance with the TxDOT Utility Accommodation Policy, compatibility with roadway features, betterment inclusion and constructability.
- 8.1.6 The Engineer shall prepare draft agreements for Authority's use including the necessary exhibits and information concerning the Project (such as reports, plans and surveys).
- 8.1.7 The Engineer shall prepare and maintain schedules which will identify utility ownership and include milestones and operations and activities pertinent to each assigned project.

## **8.2 Subsurface Utility Engineering (SUE)**

As it relates to SUE, the Engineer shall:

- 8.2.1 Conduct Quality Level A and Quality Level B SUE efforts at specific locations as necessary to adequately identify existing utility locations which are potentially in conflict with the proposed roadway configuration.
- 8.2.2 Provide traffic control and utilize traffic control devices in conformance with the MUTCD in the event that the SUE efforts will affect the movement of traffic or traffic/SUE personnel safety.
- 8.2.3 Obtain all necessary permits from TxDOT and/or local jurisdictions as required to work within public rights of way.
- 8.2.4 Obtain written permission from property owners allowing entry onto private property/premises.

## **8.3 Enhanced Utility Identification**

- 8.3.1 The Engineer shall review Subsurface Utility Engineering (SUE) plans, provided by TxDOT, for completeness. Determine if additional SUE data is required including Intelligent Transportation Systems (ITS) information
- 8.3.2 The Engineer shall review existing SUE data with the project schematic and develop and update, as required, a utility conflict analysis.
- 8.3.3 The Engineer shall prepare utility relocation cost estimate(s) based on the utility conflict analysis.
- 8.3.4 The Engineer shall prepare utility disposition sheets depicting the following:
  - a. Utility.
  - b. Location.
  - c. Conflicts.
- 8.3.5 The Engineer shall develop utility strip maps.
- 8.3.6 The Engineer shall prepare and negotiate the details of utility agreements with the utility companies, as required. Details will include any necessary betterment percentages, indirect costs, plans, estimates, and schedules for the utility companies' activities.
- 8.3.7 The Engineer shall meet with the utility owners and designers as necessary to resolve matters related to schedules, utility identification, design changes, conflict resolution, and negotiations with utility owners.

- 8.3.8 The Engineer shall review utility adjustment agreements including plans, estimates, and property interest. Utility plans will be reviewed for compliance with the TxDOT Utility Accommodation Policy, compatibility with the project features, betterment inclusion, and constructability.
- 8.3.9 The Engineer shall assist in the preparation of draft and final RFDP, Technical Provisions and Reference Documents related to the utility work associated with the project.
- 8.3.10 The Engineer shall assist in the proposal evaluation process for utility related scope.
- 8.3.11 The Engineer shall complete a QL “B” investigation, estimate for 163,000 LF within the following areas:
- a. Along the alignment of the proposed retaining walls. The investigation area will cover 10’ each side of the proposed retaining walls.
  - b. Within the footprint of the proposed sidewalk extensions
  - c. Within the footprint of the areas of main lane pavement widening along US 183 (excluding TxDOT ITS).
  - d. Mapping of the TxDOT ITS system along US 183 from SH 45 to MoPac
- 8.3.12 The Engineer shall complete a QL “A” test holes at an estimate twenty-five (25) locations, as needed to support utility conflict analysis, including permits and traffic control required for complete of the work.

#### **8.4 Deliverables**

- A utility file in MicroStation format depicting all designated and located utilities.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5” x 11” Test Hole Data Forms for all test hole locations completed. These plans shall be signed and sealed by a Professional Engineer and delivered in electronic PDF form.
- 11”x17” Sue Plan Sheets depicting all designed and located utilities. These plans shall be signed and sealed by a Professional Engineer and delivered in electronic PDF form.

### **9.0 Right-of-Way Acquisition & Relocation Services [Code 13410]**

#### **9.1 Appraisals**

As it relates to the performance of services of this task, the Engineer shall:

- 9.1.1 Review completed right-of-way maps and documents to ensure all necessary information is provided prior to initiating acquisition efforts.
- 9.1.2 Obtain title reports for parcels to be acquired; the title reports will be preliminarily reviewed for accuracy, ownership verification, to determination if there are any existing liens or encumbrances which may prohibit the owner from conveying clear title.
- 9.1.3 Conduct appraisals to determine the fair market value of the property to be acquired; appraisals will contain sufficient documentation, including valuation data and the appraiser's analysis of that data, to support his or her opinion of value.
- 9.1.4 Conduct review appraisals to confirm that the appraisal has been completed in accordance with defined specifications/procedures and follows accepted appraisal

principles/techniques; contains information and consideration of all compensable items, damages, and benefits; and includes written approval of the fair market value contained in the appraisal.

- 9.1.5 Conduct environmental site assessments, prior to acquisition of real property, on certain parcels to determine the potential of, and extent of liability for hazardous substances or other environmental remediation or injury. This includes a determination of the absence or presence of hazardous substances, as well as conditions that indicate an existing or past release.

## **9.2 Negotiations / Voluntary Settlement**

The Engineer shall:

- 9.2.1 Provide written notification, consistent with Federal regulations, to effected property owners stating the Authority's intent to acquire right-of-way; this correspondence will also inform the affected property owners of the basic protections provided to them by law.
- 9.2.2 Develop offer letter and participate in a meeting with the affected property owner to present the offer.
- 9.2.3 Participate in negotiations with the affected property owner; documentation of ALL negotiations will be maintained in writing in a negotiators log.
- 9.2.4 In the event that negotiations result in a voluntary settlement acceptable to both parties, assemble a closing package containing all documents necessary to timely process the acquisition and relocations checks necessary for closing.

## **9.3 Relocation Assistance**

- 9.3.1 The Engineer shall conduct determination of relocation benefits, consistent with the Uniform Relocation Act, for both residential and business relocations.

## **9.4 Right of Way Status Tracking**

- 9.4.1 The Engineer shall track status of Appraisals, Offers, Counter Offers, Condemnation, property management services and relocation assistance in both dollars and schedule.

## **10.0 Right-of-Way Litigation / Condemnation Services [Code 13450]**

### **10.1 Litigation Support**

- 10.1.1 In the event that negotiations do NOT result in a voluntary settlement acceptable to both parties, the Engineer shall assemble a condemnation package containing all documents necessary to initiate the eminent domain process.
- 10.1.2 The Engineer shall provide expert testimony and review in preparation for litigation. Includes development of exhibits copies, depositions, etc.
- 10.1.3 The Engineer shall provide support for title and deed acquisition.

### **10.2 General Attorney Consultation**

- 10.2.1 The Engineer shall support the Authority in matters related to right of way consultation with the office of the attorney general.

## **11.0 Public Involvement**

### **11.1 Communications & Public Involvement Plan**

- 11.1.1 The Engineer shall develop a public involvement plan to inform, educate and mitigate concerns and impacts, and actively engage project stakeholders' in a meaningful and convenient involvement process. Involvement must be early, inclusive, continuous and tailored to address the identified needs within the project area including LEP needs. The public involvement plan should proactively and effectively communicate the project's scope, its impacts and benefits, while ascertaining stakeholder input.

### **11.2 Communications & Stakeholder Engagement**

#### **11.2.1 Stakeholder List Update and Maintenance**

- 11.2.1.1 The Engineer shall compile, maintain and update a mailing list of people, agencies and organizations interested in the proposed project. The Mobility Authority shall provide the Engineer with relevant data available to the Mobility Authority

#### **11.2.2 Fact Sheets and Frequently Asked Questions (FAQs).**

- 11.2.2.1 Prepare Fact Sheets to provide more in-depth information on special project topics than can be provided in the project newsletter. The fact sheets will be no longer than two (2) two-sided pages with appropriate graphics.

- Send fact sheets to community members upon request.
- Make the fact sheets available in PDF format on the project website and at public involvement activities including neighborhood and public meetings, project presentations, and other project events.

- 11.2.2.2 The Engineer will update the FAQs for approval by the Mobility Authority and post on the project website.

#### **11.2.3 Website Content Updates and Management.**

- 11.2.3.1 The Engineer shall update content on the Project Website and manage web development firm on any necessary design changes. Content could include, but not be limited to:

- Project description information
- Upcoming events and activities
- Project reports and documentation
- Project newsletters and fact sheets
- Frequently Asked Questions
- Public engagement forum questions and responses

#### **11.2.4 E-Newsletters**

- 11.2.4.1 The Engineer will distribute project e-newsletters, up to four (4), to keep stakeholders informed about the project.

- 11.2.5 Public Inquiry Response
  - 11.2.5.1 The Engineer will work with the Mobility Authority to respond to stakeholder inquiries about the project as information requests arise.
- 11.2.6 Elected Official Briefing Materials
  - 11.2.6.1 This task is to assure coordination with local and regional jurisdictions and agencies related to the Project; to actively solicit their participation in the planning and decision process for the project. The Engineer will work with the Mobility Authority to identify public agencies and jurisdictions that should be included in the Project outreach program.
  - 11.2.6.2 The Engineer will:
    - a. Work with the Mobility Authority and TxDOT to identify elected officials at the local, regional, and federal levels who need to be briefed at key points in the project (e.g. city council members, board members of regional agencies, and federal elected representatives).
    - b. Work with the Mobility Authority to prepare briefings of elected officials on a regular basis, in advance of major project related community events or activities.
- 11.2.7 Media Inquiry Management
  - 11.2.7.1 The Engineer will work with the Mobility Authority to keep the public informed about the project through distribution of information to the media and responding to media inquiries.
- 11.2.8 Issues Management
  - 11.2.8.1 The Engineer will develop an advanced list of potential significant issues of public interest or concern and prepare contingencies for dealing with each issue and pre-prepared language or response outlines for each issue.
- 11.2.9 Crisis Communications
  - 11.2.9.1 The ENGINEER shall work with the Mobility Authority to assist in communications of a crisis nature requiring rapid response times, in particular to the local new media.
- 11.2.10 Groundbreaking Event
  - 11.2.10.1 The Engineer shall make all arrangements for up to one (1) groundbreaking event. The event shall be coordinated and held in accordance with the following:
    - a. The Engineer shall confirm the event location, date and time (includes securing a/v equipment, chairs/tables, podium, etc.), and shall provide personnel to staff the event, including two (2) public involvement and coordination staff.
    - b. The Engineer shall prepare and send invitations to appropriate stakeholders.
    - c. The Engineer shall prepare handouts, name tags, sign-in sheets, and talking points.

- d. The Engineer shall make up to three (3) rounds of revisions on all event materials. The ENGINEER shall obtain the Mobility Authority's approval on all materials prior to production or publication.

#### 11.2.11 Construction Website Launch

11.2.11.1 The Engineer shall work with the Web Developer to prepare a website that functions as an information source during construction including real-time construction alerts, project background, and construction status. The task comprises of development of content, working with the Web Developer on design and functionality, access to content management systems, and maintaining the website with accurate and current content.

### 11.3 Procurement Support

11.3.1 The Engineer shall inform industry stakeholders of the Request for Qualifications (RFQ) through legal notice, respond to industry inquiries and maintain communication with shortlisted firms during the procurement process.

11.3.2 The Engineer shall make all arrangements for up to one (1) pre-bid industry event. The event shall be coordinated and held in accordance with the following:

11.3.2.1 The Engineer shall secure the date and time and shall provide personnel to staff the event, including two (2) public involvement and coordination staff.

11.3.2.2 The Engineer shall prepare and send invitations to industry stakeholders. The Engineer will work with the Mobility Authority to identify industry stakeholders that should be included in the pre-bid event.

11.3.2.3 The Engineer shall prepare handouts, name tags, sign-in sheets, and talking points.

11.3.2.4 The Engineer shall make up to three (3) rounds of revisions on all event materials. The Engineer shall obtain the Mobility Authority's approval on all materials prior to production or publication.

### 11.4 Reporting and Meetings

11.4.1 The Engineer shall compile reports as required, organize and attend meetings to coordinate and provide updates on public involvement activities.

### 11.5 Project Branding

11.5.1 The ENGINEER shall prepare project branding prior to the start of construction. The brand and subsequent brand guidelines will be upheld through all facets of communication and marketing collateral including presentations, newsletters, fliers, etc.

### 11.6 Deliverables

- Call for Support / Funding Fact Sheet
- Public Involvement Plan
- Updated project database/ mailing list

- Fact Sheet and FAQs
- Updated website content during procurement as described above
- Up to four (4) project e-newsletters
- Notice of Upcoming Procurement
- Construction-phase Website
- Monthly Project Development Reports
- Brand Guidelines
- Templates (Word and PowerPoint)



## ATTACHMENT B - Fee Estimate

<b>183 North Mobility Project SWA No. 2 to WA No. 2</b>		TOTAL	TOTAL
<b>TASK / WORK DESCRIPTION</b>			
Task 1	PROJECT OVERSIGHT - PRE CONSTRUCTION [13710]	4,144	\$ 893,509.09
Task 2	ENVIRONMENTAL STUDY AND TRAFFIC MODELING [13210, 13110]	2,504	\$ 362,358.36
Task 3	PRELIMINARY ENGINEERING [13110]	2,569	\$ 406,190.69
Task 4	PRE-INVESTMENT GRADE TRAFFIC & REVENUE ANALYSIS COORDINATION [13120]	48	\$ 10,007.96
Task 5	INVESTMENT GRADE TRAFFIC AND REVENUE ANALYSIS COORDINATION [13120]	314	\$ 66,403.03
Task 6	PROJECT OVERSIGHT - DESIGN BUILD AGREEMENT [13330]	6,201	\$ 1,383,414.20
Task 7	ENVIRONMENTAL PERMIT SUPPORT [13220]	671	\$ 128,704.69
Task 8	ENHANCED UTILITY IDENTIFICATION [13310]	538	\$ 74,394.49
Task 9	RIGHT-OF-WAY ACQUISITION & RELOCATION SERVICES [13410]	782	\$ 151,285.94
Task 10	RIGHT-OF-WAY LITIGATION / CONDEMNATION SERVICES [13450]	958	\$ 164,186.50
Task 11	PUBLIC INVOLVEMENT [13750]	843	\$ 182,121.07
<b>Total Loaded Labor</b>			<b>\$ 3,747,576.02</b>
Task 2 Subconsultant	CJ Hensch	\$	12,000.00
Task 2 Subconsultant	Cambrian	\$	40,996.40
Task 3 Subconsultant	McGray & McGray	\$	307,136.04
Task 3 Subconsultant	K Friese & Associates	\$	125,306.59
Task 3 Subconsultant	Gorrondona & Associates	\$	130,246.98
Task 3 Subconsultant	K Friese & Associates	\$	69,848.45
Task 8 Subconsultant	Rios Group	\$	366,075.00
Task 8 Subconsultant	Anderson Infrastructure	\$	248,323.02
Task 11 Subconsultant	Monkee Boy	\$	138,250.00
<b>Total Subconsultants</b>		<b>\$</b>	<b>1,438,182.48</b>
<b>Direct Expenses (\$2000 / month)</b>		<b>\$</b>	<b>48,000.00</b>
<b>Total cost to complete</b>		<b>\$</b>	<b>5,233,758.50</b>
<b>Value of Previous Work Authorizations (WA No. 2 and SWA No. 1)</b>		<b>\$</b>	<b>3,707,545.79</b>
<b>Additional Field and Design Work (Geotechnical, Utilities, Drainage, Survey, ROW validation)</b>		<b>\$</b>	<b>958,517.25</b>
<b>Material and Labor Cost Validation and Cost Estimates - TxDOT Coordination</b>		<b>\$</b>	<b>460,241.25</b>
<b>Pre-Procurement Planning and Coordination</b>		<b>\$</b>	<b>436,345.50</b>
<b>Public Involvement</b>		<b>\$</b>	<b>400,434.75</b>
<b>CE&amp;I Procurement</b>		<b>\$</b>	<b>49,921.76</b>
<b>USFWS Coordination, Biological Assessment and Reevaluation</b>		<b>\$</b>	<b>380,541.65</b>
<b>Traffic Modeling and Operations Support</b>		<b>\$</b>	<b>534,364.94</b>
<b>Preliminary Engineering and Technical Coordination</b>		<b>\$</b>	<b>979,627.37</b>
<b>Work Completed as of January 31, 2018 (WA No. 2 and SWA No. 1)</b>		<b>\$</b>	<b>(2,588,781.78)</b>
<b>Work Remaining in WA No. 2 and SWA No. 1</b>		<b>\$</b>	<b>(1,118,764.01)</b>
<b>Supplemental Work Authorization Total</b>		<b>\$</b>	<b>4,199,994.47</b>

**ATTACHMENT B - Fee Estimate**

<b>183North Mobility Project Task 1</b>		Transportation Program Manager	Principal Consultant II	Sr. Engineering Manager	Sr Scheduler	Sr. Supervising Engineer	Tolling Specialist I	Supervising Traffic Manager	Sr. Information Coordinator	Sr. Computer Graphics Specialist	Engineer II	Project Accountant II	TOTAL	TOTAL
<b>TASK / WORK DESCRIPTION</b>														
<b>Task 1</b>	<b>PROJECT OVERSIGHT - PRE CONSTRUCTION [13710]</b>	14	40	1,795	533	327	278	410	12	278	337	120	4,144	\$ 893,509.09
Task 1.1	Project Management			1169									1169	\$ 305,440.73
Task 1.2	Project Reporting			120								120	240	\$ 44,022.36
Task 1.3	Project Scheduling			40	533								573	\$ 114,386.35
Task 1.4	Project Development Support	8		400		300		400			337		1445	\$ 297,486.09
Task 1.5	Financial Planning Support	2		30		27		10	12				81	\$ 18,379.60
Task 1.6	Conceptual Operations Plan	4	40	36			278			278			636	\$ 113,793.97
<b>TOTAL DIRECT LABOR</b>		14	40	1795	533	327	278	410	12	278	337	120	4,144	\$ 893,509.09
<i>% Total by Classification</i>		0.34%	0.97%	43.32%	12.86%	7.89%	6.71%	9.89%	0.29%	6.71%	8.13%	2.90%		
Labor Costs		\$ 1,666.00	\$ 4,200.00	\$ 177,705.00	\$ 103,935.00	\$ 29,430.00	\$ 23,630.00	\$ 30,750.00	\$ 576.00	\$ 8,340.00	\$ 15,165.00	\$ 4,800.00		
Overhead Rate		1.3993	1.3993	1.3993	0	1.3993	1.6944	1.3993	1.3993	1.3993	1.3993	1.3993		
Overhead Costs		\$ 2,331.23	\$ 5,877.06	\$ 248,662.61	\$ -	\$ 41,181.40	\$ 40,038.67	\$ 43,028.48	\$ 806.00	\$ 11,670.16	\$ 21,220.38	\$ 6,716.64		
Profit		10%	10%	10%	0%	10%	10%	10%	10%	10%	10%	10%		
Profit Costs		\$ 399.72	\$ 1,007.71	\$ 42,636.76	\$ -	\$ 7,061.14	\$ 6,366.87	\$ 7,377.85	\$ 138.20	\$ 2,001.02	\$ 3,638.54	\$ 1,151.66		
<b>Total Loaded Labor</b>		\$ 4,396.96	\$ 11,084.77	\$ 469,004.37	\$ 103,935.00	\$ 77,672.54	\$ 70,035.54	\$ 81,156.32	\$ 1,520.20	\$ 22,011.18	\$ 40,023.92	\$ 12,668.30		\$ 893,509.09
<i>% Total by Class</i>		0.49%	1.24%	52.49%	11.63%	8.69%	7.84%	9.08%	0.17%	2.46%	4.48%	1.42%		
<b>Total</b>														\$ 893,509.09

**ATTACHMENT B - Fee Estimate**

183North Mobility Project Task 2		Transportation Program Manager	Sr. Engineering Manager	Sr. Supervising Engineer	Sr. Supervising Planner	Supervising Traffic Manager	Supervising Planner	Lead Engineer	Lead Engineer	Sr. Planner	Sr. Information Coordinator	Sr. Computer Graphics Specialist	Engineer II	Planner I	TOTAL	TOTAL
<b>TASK / WORK DESCRIPTION</b>																
Task 2	ENVIRONMENTAL STUDY AND TRAFFIC MODELING [13210, 13110]	6	62	93	196	32	136	358	24	546	260	92	619	80	2,504	\$ 362,358.36
Task 2.1	Vissim Modeling - Combined Model Phase III														0	\$ -
Task 2.1.1	Volume Development			7		2		32					80		121	\$ 16,627.15
Task 2.1.2	Develop OD Matrices			18		2		80					90		190	\$ 28,028.62
Task 2.1.3	Convert to Dynamic Routing			36		4		140					241		421	\$ 60,134.86
Task 2.1.4	Modify Network and Analyze			16		4		100					200		320	\$ 44,180.71
Task 2.1.5	Prepare Technical Memorandum		2	16		4		6				20	8		56	\$ 8,598.61
Task 2.2	Biological Assessment / USFWS Consultation	2	16		60	8	48		24	30					188	\$ 34,104.13
Task 2.3	NEPA Re-evaluation	2	36		40	8	56			140		24			306	\$ 49,306.09
Task 2.4	Environmental Re-Evaluation – 183 North / MoPac Direct															
Task 2.4.1	NEPA Re-evaluation		4		40		32			312				80	468	\$ 62,697.55
Task 2.4.2	Stakeholder Involvement	2	4		56					64	260	48			434	\$ 58,680.64
<b>TOTAL DIRECT LABOR</b>		6	62	93	196	32	136	358	24	546	260	92	619	80	2504	\$ 362,358.36
		<i>% Total by Classification</i>														
Labor Costs		0.24%	2.48%	3.71%	7.83%	1.28%	5.43%	14.30%	0.96%	21.81%	10.38%	3.67%	24.72%	3.19%		
\$ 714.00		\$ 6,138.00	\$ 8,370.00	\$ 15,680.00	\$ 2,400.00	\$ 8,160.00	\$ 21,480.00	\$ 1,320.00	\$ 27,300.00	\$ 12,480.00	\$ 2,760.00	\$ 27,855.00	\$ 2,640.00			
Overhead Rate		1.3993	1.3993	1.3993	1.3993	1.3993	1.3993	1.3993	1.3993	1.3993	1.3993	1.3993	1.3993	1.3993		
\$ 999.10		\$ 8,588.90	\$ 11,712.14	\$ 21,941.02	\$ 3,358.32	\$ 11,418.29	\$ 30,056.96	\$ 1,847.08	\$ 38,200.89	\$ 17,463.26	\$ 3,862.07	\$ 38,977.50	\$ 3,694.15			
Profit		10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%			
\$ 171.31		\$ 1,472.69	\$ 2,008.21	\$ 3,762.10	\$ 575.83	\$ 1,957.83	\$ 5,153.70	\$ 316.71	\$ 6,550.09	\$ 2,994.33	\$ 662.21	\$ 6,683.25	\$ 633.42			
<b>Total Loaded Labor</b>		\$ 1,884.41	\$ 16,199.59	\$ 22,090.36	\$ 41,383.13	\$ 6,334.15	\$ 21,536.12	\$ 56,690.66	\$ 3,483.78	\$ 72,050.98	\$ 32,937.59	\$ 7,284.27	\$ 73,515.75	\$ 6,967.57		\$ 362,358.36
		<i>% Total by Class</i>														
Task 2 Subconsultant		0.52%	4.47%	6.10%	11.42%	1.75%	5.94%	15.64%	0.96%	19.88%	9.09%	2.01%	20.29%	1.92%		
Task 2 Subconsultant																
Task 2 Subconsultant																
<b>Total</b>																\$ 362,358.36

**ATTACHMENT B - Fee Estimate**

<b>183North Mobility Project Task 3</b>		<b>Transportation Program Manager</b>	<b>Sr. Engineering Manager</b>	<b>Sr. Supervising Engineer</b>	<b>Sr. Supervising Architect</b>	<b>Engineering Manager</b>	<b>Supervising Traffic Manager</b>	<b>Supervising Engineer</b>	<b>Lead Engineer</b>	<b>Lead Engineer</b>
<b>TASK / WORK DESCRIPTION</b>										
<b>Task 3</b>	<b>PRELIMINARY ENGINEERING [13110]</b>	18	217	86	160	86	62	292	228	84
<b>Task 3.1</b>	Survey and Right of Way Validation		24				12			4
<b>Task 3.2</b>	Bridge Layout and Constructibility									
<b>Task 3.2.1</b>	Preliminary Bridge Layout and Typical Sections		4	42			8	60		8
<b>Task 3.2.2</b>	Identify Issues and Constructability Review	2	17	13			0	20		12
<b>Task 3.3</b>	Drainage									
<b>Task 3.3.1</b>	Proof of Concept		16				32	128	24	4
<b>Task 3.3.2</b>	ATLAS 14 Implementation		24					24	24	
<b>Task 3.4</b>	Landscaping and Aesthetics Guide		12		160		10			
<b>Task 3.5</b>	Geotechnical Investigation		8	11						
<b>Task 3.6</b>	183 North / MoPac Direct Connection									
<b>Task 3.6.1</b>	Roadway Schematic Design									
<b>Task 3.6.1.1</b>	Environmental Exhibit Preparation	8	16							
<b>Task 3.6.1.2</b>	Roadway Geometrics and Design	8	60			40			160	
<b>Task 3.6.1.3</b>	Roadway Cross Sections								20	
<b>Task 3.6.1.4</b>	Large Guide Signs & Illumination					46	0	28		
<b>Task 3.6.1.5</b>	Preliminary Cost Estimate and Draft Engineering Report		24	0						16
<b>Task 3.6.2</b>	Drainage Schematic Design	0	0			0	0			0
<b>Task 3.6.3</b>	Structure Schematic Design		4	20			0	32		16
<b>Task 3.6.4</b>	Utility Coordination		8				0			24
<b>Task 3.6.5</b>	Survey									
<b>TOTAL DIRECT LABOR</b>		18	217	86	160	86	62	292	228	84
<i>% Total by Classification</i>		0.70%	8.45%	3.35%	6.23%	3.35%	2.41%	11.37%	8.88%	3.27%
Labor Costs		\$ 2,142.00	\$ 21,483.00	\$ 7,740.00	\$ 13,600.00	\$ 7,310.00	\$ 4,650.00	\$ 20,440.00	\$ 13,680.00	\$ 4,620.00
Overhead Rate		1.3993	1.3993	1.3993	1.3993	1.3993	1.3993	1.3993	1.3993	1.3993
Overhead Costs		\$ 2,997.30	\$ 30,061.16	\$ 10,830.58	\$ 19,030.48	\$ 10,228.88	\$ 6,506.75	\$ 28,601.69	\$ 19,142.42	\$ 6,464.77
Profit		10%	10%	10%	10%	10%	10%	10%	10%	10%
Profit Costs		\$ 513.93	\$ 5,154.42	\$ 1,857.06	\$ 3,263.05	\$ 1,753.89	\$ 1,115.67	\$ 4,904.17	\$ 3,282.24	\$ 1,108.48
<b>Total Loaded Labor</b>		\$ 5,653.23	\$ 56,698.58	\$ 20,427.64	\$ 35,893.53	\$ 19,292.77	\$ 12,272.42	\$ 53,945.86	\$ 36,104.67	\$ 12,193.24
<i>% Total by Class</i>		1.39%	13.96%	5.03%	8.84%	4.75%	3.02%	13.28%	8.89%	3.00%
<b>Task 3 Subconsultant</b>	<b>McGray &amp; McGray</b>									
<b>Task 3 Subconsultant</b>	<b>K Friese &amp; Associates</b>									
<b>Task 3 Subconsultant</b>	<b>Gorrondona &amp; Associates</b>									
<b>Task 3 Subconsultant</b>	<b>K Friese &amp; Associates</b>									
<b>Total</b>										

**ATTACHMENT B - Fee Estimate**

<b>183North Mobility Project Task 3</b>		<b>Lead Architect</b>	<b>Sr. Engineer</b>	<b>Sr. CADD Designer III</b>	<b>Sr. Computer Graphics Specialist</b>	<b>Engineer II</b>	<b>Engineer I</b>	<b>CADD Operator III</b>	<b>TOTAL</b>	<b>TOTAL</b>
<b>TASK / WORK DESCRIPTION</b>										
<b>Task 3</b>	<b>PRELIMINARY ENGINEERING [13110]</b>	176	276	366	40	124	334	20	<b>2,569</b>	<b>\$ 406,190.69</b>
<b>Task 3.1</b>	Survey and Right of Way Validation								40	\$ 9,226.75
<b>Task 3.2</b>	Bridge Layout and Constructibility									
<b>Task 3.2.1</b>	Preliminary Bridge Layout and Typical Sections		140	210					472	\$ 68,266.32
<b>Task 3.2.2</b>	Identify Issues and Constructability Review								64	\$ 13,594.67
<b>Task 3.3</b>	Drainage									
<b>Task 3.3.1</b>	Proof of Concept						154	20	378	\$ 54,616.23
<b>Task 3.3.2</b>	ATLAS 14 Implementation								72	\$ 14,505.21
<b>Task 3.4</b>	Landscaping and Aesthetics Guide	176							358	\$ 64,233.58
<b>Task 3.5</b>	Geotechnical Investigation								19	\$ 4,703.11
<b>Task 3.6</b>	183 North / MoPac Direct Connection									
<b>Task 3.6.1</b>	Roadway Schematic Design									
<b>Task 3.6.1.1</b>	Environmental Exhibit Preparation		56	40		24			144	\$ 21,683.91
<b>Task 3.6.1.2</b>	Roadway Geometrics and Design		20	80			100		468	\$ 73,877.33
<b>Task 3.6.1.3</b>	Roadway Cross Sections		60				80		160	\$ 18,474.61
<b>Task 3.6.1.4</b>	Large Guide Signs & Illumination					100			174	\$ 27,368.82
<b>Task 3.6.1.5</b>	Preliminary Cost Estimate and Draft Engineering Report								40	\$ 8,593.33
<b>Task 3.6.2</b>	Drainage Schematic Design									
<b>Task 3.6.3</b>	Structure Schematic Design			36	40				148	\$ 21,472.78
<b>Task 3.6.4</b>	Utility Coordination								32	\$ 5,574.05
<b>Task 3.6.5</b>	Survey									
<b>TOTAL DIRECT LABOR</b>		176	276	366	40	124	334	20	2569	\$ 406,190.69
<i>% Total by Classification</i>		6.85%	10.74%	14.25%	1.56%	4.83%	13.00%	0.78%		
Labor Costs		\$ 8,800.00	\$ 13,800.00	\$ 16,470.00	\$ 1,200.00	\$ 5,580.00	\$ 11,690.00	\$ 700.00		
Overhead Rate		1.3993	1.3993	1.3993	1.3993	1.3993	1.3993	1.3993		
Overhead Costs		\$ 12,313.84	\$ 19,310.34	\$ 23,046.47	\$ 1,679.16	\$ 7,808.09	\$ 16,357.82	\$ 979.51		
Profit		10%	10%	10%	10%	10%	10%	10%		
Profit Costs		\$ 2,111.38	\$ 3,311.03	\$ 3,951.65	\$ 287.92	\$ 1,338.81	\$ 2,804.78	\$ 167.95		
<b>Total Loaded Labor</b>		\$ 23,225.22	\$ 36,421.37	\$ 43,468.12	\$ 3,167.08	\$ 14,726.90	\$ 30,852.60	\$ 1,847.46		\$ 406,190.69
<i>% Total by Class</i>		5.72%	8.97%	10.70%	0.78%	3.63%	7.60%	0.45%		
<b>Task 3 Subconsultant</b>	<b>McGray &amp; McGray</b>									<b>\$ 307,136.04</b>
<b>Task 3 Subconsultant</b>	<b>K Friese &amp; Associates</b>									<b>\$ 125,306.59</b>
<b>Task 3 Subconsultant</b>	<b>Gorronдона &amp; Associates</b>									<b>\$ 130,246.98</b>
<b>Task 3 Subconsultant</b>	<b>K Friese &amp; Associates</b>									<b>\$ 69,848.45</b>
<b>Total</b>										<b>\$ 713,326.73</b>

<b>ATTACHMENT B - Fee Estimate</b>							
<b>183North Mobility Project Tasks 4 and 5</b>		<b>Transportation Program Manager</b>	<b>Sr. Engineering Manager</b>	<b>Sr. Supervising Engineer</b>	<b>Supervising Traffic Manager</b>	<b>TOTAL</b>	<b>TOTAL</b>
<b>TASK / WORK DESCRIPTION</b>							
<b>Task 4</b>	<b>PRE-INVESTMENT GRADE TRAFFIC &amp; REVENUE ANALYSIS</b>	0	8	0	40	48	\$ 10,007.96
<b>Task 4.1</b>	Coordination with CTRMA's T&R Consultant		4		20	24	\$ 5,003.98
<b>Task 4.2</b>	Provide project information to T&R Consultant		4		20	24	\$ 5,003.98
<b>Task 5</b>	<b>INVESTMENT GRADE TRAFFIC AND REVENUE ANALYSIS C</b>	4	16	70	224	314	\$ 66,403.03
<b>Task 5.1</b>	Coordination with CTRMA's T&R Consultant	2	8	40	136	186	\$ 39,139.78
<b>Task 5.2</b>	Provide project information to T&R	2	8	30	88	128	\$ 27,263.25
<b>TOTAL DIRECT LABOR</b>		4	24	70	264	362	\$ 76,410.99
<i>% Total by Classification</i>		1.10%	6.63%	19.34%	72.93%		
	Labor Costs	\$ 476.00	\$ 2,376.00	\$ 6,300.00	\$ 19,800.00		
	Overhead Rate	1.3993	1.3993	1.3993	1.3993		
	Overhead Costs	\$ 666.07	\$ 3,324.74	\$ 8,815.59	\$ 27,706.14		
	Profit	10%	10%	10%	10%		
	Profit Costs	\$ 114.21	\$ 570.07	\$ 1,511.56	\$ 4,750.61		
<b>Total Loaded Labor</b>		\$ 1,256.27	\$ 6,270.81	\$ 16,627.15	\$ 52,256.75		\$ 76,410.99
<i>% Total by Class</i>		1.64%	8.21%	21.76%	68.39%		
<b>Total</b>							\$ 76,410.99

**ATTACHMENT B - Fee Estimate**

<b>183North Mobility Project Task 6</b>		<b>Transportation Program Manager</b>	<b>Sr. Engineering Manager</b>	<b>Sr. Procurement Engineer</b>	<b>Sr. Supervising Engineer</b>	<b>Sr. Supervising Architect</b>	<b>Engineering Manager</b>	<b>Sr. Supervising Planner</b>	<b>Supervising Traffic Manager</b>	<b>Supervising Engineer</b>	<b>Computer Systems Specialist</b>
<b>TASK / WORK DESCRIPTION</b>											
<b>Task 6</b>	<b>PROJECT OVERSIGHT - DESIGN BUILD AGREEMENT [13330]</b>	46	1,364	1,498	200	120	233	92	937	163	176
<b>Task 6.1</b>	Request for Qualifications (RFQ) Process		116	116					116		
<b>Task 6.2</b>	Draft Request for Detailed Proposals (RFDP)		153	197	112	32	141	4	232	55	
<b>Task 6.3</b>	Final RFDP	16	350	400	40	40	40	40	180	40	
<b>Task 6.4</b>	Proposal Coordination Support	8	160	200	20	20	20	20	90	20	
<b>Task 6.5</b>	Proposal Review Support	8	275	358	20	20	20	20	160	20	
<b>Task 6.6</b>	Design Build Agreement Support	2	50	75	8	8	8	8	20	8	
<b>Task 6.7</b>	Bond Sale Support	8	200	72					100		
<b>Task 6.8</b>	CE&I Procurement	4	40	80					35	20	
<b>Task 6.9</b>	Development of Procurement Portal		20				4		4		176
<b>TOTAL DIRECT LABOR</b>		46	1364	1498	200	120	233	92	937	163	176
<i>% Total by Classification</i>		0.74%	22.00%	24.16%	3.23%	1.94%	3.76%	1.48%	15.11%	2.63%	2.84%
Labor Costs		\$ 5,474.00	\$ 135,036.00	\$ 146,804.00	\$ 18,000.00	\$ 10,200.00	\$ 19,805.00	\$ 7,360.00	\$ 70,275.00	\$ 11,410.00	\$ 12,320.00
Overhead Rate		1.3993	1.3993	1.6944	1.3993	1.3993	1.3993	1.3993	1.3993	1.3993	1.3993
Overhead Costs		\$ 7,659.77	\$ 188,955.87	\$ 248,744.70	\$ 25,187.40	\$ 14,272.86	\$ 27,713.14	\$ 10,298.85	\$ 98,335.81	\$ 15,966.01	\$ 17,239.38
Profit		10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Profit Costs		\$ 1,313.38	\$ 32,399.19	\$ 39,554.87	\$ 4,318.74	\$ 2,447.29	\$ 4,751.81	\$ 1,765.88	\$ 16,861.08	\$ 2,737.60	\$ 2,955.94
<b>Total Loaded Labor</b>		\$ 14,447.15	\$ 356,391.06	\$ 435,103.57	\$ 47,506.14	\$ 26,920.15	\$ 52,269.95	\$ 19,424.73	\$ 185,471.89	\$ 30,113.61	\$ 32,515.31
<i>% Total by Class</i>		1.04%	25.76%	31.45%	3.43%	1.95%	3.78%	1.40%	13.41%	2.18%	2.35%
<b>Total</b>											

**ATTACHMENT B - Fee Estimate**

<b>183North Mobility Project Task 6</b>		<b>Supervising Planner</b>	<b>Lead Engineer</b>	<b>Sr. Planner</b>	<b>Lead Architect</b>	<b>Sr. Engineer</b>	<b>Sr. Information Coordinator</b>	<b>Sr. Computer Graphics Specialist</b>	<b>Engineer I</b>	<b>TOTAL</b>	<b>TOTAL</b>
<b>TASK / WORK DESCRIPTION</b>											
<b>Task 6</b>	<b>PROJECT OVERSIGHT - DESIGN BUILD AGREEMENT [13330]</b>	124	359	88	88	88	406	139	40	<b>6,201</b>	<b>\$ 1,383,414.20</b>
<b>Task 6.1</b>	Request for Qualifications (RFQ) Process						60			408	\$ 94,564.13
<b>Task 6.2</b>	Draft Request for Detailed Proposals (RFDP)	36					6		40	1048	\$ 240,225.09
<b>Task 6.3</b>	Final RFDP	40	80	40	40	40	85	39		1510	\$ 339,208.02
<b>Task 6.4</b>	Proposal Coordination Support	20	68	20	20	20	60	19		785	\$ 171,926.53
<b>Task 6.5</b>	Proposal Review Support	20	80	20	20	20	67	20		1148	\$ 264,430.07
<b>Task 6.6</b>	Design Build Agreement Support	8	20	8	8	8	8	22		269	\$ 58,184.48
<b>Task 6.7</b>	Bond Sale Support		81				80	39		580	\$ 120,456.69
<b>Task 6.8</b>	CE&I Procurement		30							209	\$ 49,921.76
<b>Task 6.9</b>	Development of Procurement Portal						40			244	\$ 44,497.42
<b>TOTAL DIRECT LABOR</b>		124	359	88	88	88	406	139	40	6201	\$ 1,383,414.20
<i>% Total by Classification</i>		2.00%	5.79%	1.42%	1.42%	1.42%	6.55%	2.24%	0.65%		
Labor Costs		\$ 7,440.00	\$ 19,745.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 19,488.00	\$ 4,170.00	\$ 1,400.00		
Overhead Rate		1.3993	1.3993	1.3993	1.3993	1.3993	1.3993	1.3993	1.6944		
Overhead Costs		\$ 10,410.79	\$ 27,629.18	\$ 6,156.92	\$ 6,156.92	\$ 6,156.92	\$ 27,269.56	\$ 5,835.08	\$ 2,372.16		
Profit		10%	10%	10%	10%	10%	10%	10%	10%		
Profit Costs		\$ 1,785.08	\$ 4,737.42	\$ 1,055.69	\$ 1,055.69	\$ 1,055.69	\$ 4,675.76	\$ 1,000.51	\$ 377.22		
<b>Total Loaded Labor</b>		\$ 19,635.87	\$ 52,111.60	\$ 11,612.61	\$ 11,612.61	\$ 11,612.61	\$ 51,433.31	\$ 11,005.59	\$ 4,149.38		<b>\$ 1,383,414.20</b>
<i>% Total by Class</i>		1.42%	3.77%	0.84%	0.84%	0.84%	3.72%	0.80%	0.30%		
<b>Total</b>											<b>\$ 1,383,414.20</b>



**ATTACHMENT B - Fee Estimate**

<b>183North Mobility Project Task 7</b>		<b>Transportation Program Manager</b>	<b>Sr. Supervising Engineer</b>	<b>Sr. Supervising Planner</b>	<b>Sr. Planner</b>	<b>Sr. Information Coordinator</b>	<b>Sr. Computer Graphics Specialist</b>	<b>Planner I</b>	<b>TOTAL</b>	<b>TOTAL</b>
<b>TASK / WORK DESCRIPTION</b>										
<b>Task 7</b>	<b>ENVIRONMENTAL PERMIT SUPPORT [13220]</b>	4	240	120	121	40	40	39	671	\$ 128,704.69
<b>Task 7.1</b>	Preconstruction Notice for (USACE)	4	240	120	121	40	40	39	671	\$ 128,704.69
<b>TOTAL DIRECT LABOR</b>		4	240	120	121	40	40	39	671	\$ 128,704.69
<i>% Total by Classification</i>		0.60%	35.77%	17.88%	18.03%	5.96%	5.96%	5.81%		
Labor Costs		\$ 476.00	\$ 21,600.00	\$ 9,600.00	\$ 6,050.00	\$ 1,920.00	\$ 1,200.00	\$ 1,287.00		
Overhead Rate		1.3993	1.3993	1.3993	1.3993	1.3993	1.3993	1.3993		
Overhead Costs		\$ 666.07	\$ 30,224.88	\$ 13,433.28	\$ 8,465.77	\$ 2,686.66	\$ 1,679.16	\$ 1,800.90		
Profit		10%	10%	10%	10%	10%	10%	10%		
Profit Costs		\$ 114.21	\$ 5,182.49	\$ 2,303.33	\$ 1,451.58	\$ 460.67	\$ 287.92	\$ 308.79		
<b>Total Loaded Labor</b>		\$ 1,256.27	\$ 57,007.37	\$ 25,336.61	\$ 15,967.34	\$ 5,067.32	\$ 3,167.08	\$ 3,396.69		\$ 128,704.69
<i>% Total by Class</i>		0.98%	44.29%	19.69%	12.41%	3.94%	2.46%	2.64%		
<b>Total</b>										<b>\$ 128,704.69</b>

**ATTACHMENT B - Fee Estimate**

<b>183North Mobility Project Tasks 8</b>		<b>Transportation Program Manager</b>	<b>Sr. Engineering Manager</b>	<b>Supervising Traffic Manager</b>	<b>Lead Engineer</b>	<b>Sr. Engineer</b>	<b>Engineer I</b>	<b>TOTAL</b>	<b>TOTAL</b>
<b>TASK / WORK DESCRIPTION</b>									
<b>Task 8</b>	<b>ENHANCED UTILITY IDENTIFICATION [13310]</b>	6	60	20	90	80	282	538	\$ 74,394.49
<b>Task 8.1</b>	Utility Coordination							0	\$ -
<b>Task 8.2</b>	Subsurface Utility Engineering (SUE)							0	\$ -
<b>Task 8.3</b>	Enhanced Utility Identification	6	60	20	90	80	282	538	\$ 74,394.49
<b>TOTAL DIRECT LABOR</b>		6	60	20	90	80	282	538	\$ 74,394.49
<i>% Total by Classification</i>		1.12%	11.15%	3.72%	16.73%	14.87%	52.42%		
Labor Costs		\$ 714.00	\$ 5,940.00	\$ 1,500.00	\$ 4,950.00	\$ 4,000.00	\$ 9,870.00		
Overhead Rate		1.3993	1.3993	1.3993	1.3993	1.3993	1.6944		
Overhead Costs		\$ 999.10	\$ 8,311.84	\$ 2,098.95	\$ 6,926.54	\$ 5,597.20	\$ 16,723.73		
Profit		10%	10%	10%	10%	10%	10%		
Profit Costs		\$ 171.31	\$ 1,425.18	\$ 359.90	\$ 1,187.65	\$ 959.72	\$ 2,659.37		
<b>Total Loaded Labor</b>		\$ 1,884.41	\$ 15,677.03	\$ 3,958.85	\$ 13,064.19	\$ 10,556.92	\$ 29,253.10		\$ 74,394.49
<i>% Total by Class</i>		2.53%	21.07%	5.32%	17.56%	14.19%	39.32%		
<b>Task 8 Subconsultant</b>	<b>Rios Group</b>								\$ 366,075.00
<b>Task 8 Subconsultant</b>	<b>Anderson Infrastructure</b>								\$ 248,323.02
<b>Total Subconsultants</b>									\$ 614,398.02
<b>Total</b>									\$ 688,792.51

**ATTACHMENT B - Fee Estimate**

<b>183North Mobility Project Tasks 9 and 10</b>		<b>Transportation Program Manager</b>	<b>Sr. Engineering Manager</b>	<b>Sr. Supervising Engineer</b>	<b>Supervising Traffic Manager</b>	<b>Lead Engineer</b>	<b>TOTAL</b>	<b>TOTAL</b>
<b>TASK / WORK DESCRIPTION</b>								
<b>Task 9</b>	<b>RIGHT-OF-WAY ACQUISITION &amp; RELOCATION SERVICES [13410]</b>	6	122	160	148	346	<b>782</b>	<b>\$ 151,285.94</b>
<b>Task 9.1</b>	Appraisals	2	80	80	88	168	418	\$ 82,338.70
<b>Task 9.2</b>	Negotiation / Voluntary Settlement	2	30	40	20	59	151	\$ 30,491.02
<b>Task 9.3</b>	Relocation Assistance		4			13	17	\$ 2,932.18
<b>Task 9.4</b>	Right of Way Status Tracking	2	8	40	40	106	196	\$ 35,524.04
<b>Task 10</b>	<b>RIGHT-OF-WAY LITIGATION / CONDEMNATION SERVICES [13450]</b>	4	56	160	60	678	<b>958</b>	<b>\$ 164,186.50</b>
<b>Task 10.1</b>	Litigation Support	2	40	120	40	546	748	\$ 126,756.94
<b>Task 10.2</b>	General Attorney Consultation	2	16	40	20	132	210	\$ 37,429.56
<b>TOTAL DIRECT LABOR</b>		10	178	320	208	1024	1740	\$ 315,472.44
		<i>% Total by Classification</i>						
		0.57%	10.23%	18.39%	11.95%	58.85%		
Labor Costs		\$ 1,190.00	\$ 17,622.00	\$ 28,800.00	\$ 15,600.00	\$ 56,320.00		
Overhead Rate		1.3993	1.3993	1.3993	1.3993	1.3993		
Overhead Costs		\$ 1,665.17	\$ 24,658.46	\$ 40,299.84	\$ 21,829.08	\$ 78,808.58		
Profit		10%	10%	10%	10%	10%		
Profit Costs		\$ 285.52	\$ 4,228.05	\$ 6,909.98	\$ 3,742.91	\$ 13,512.86		
<b>Total Loaded Labor</b>		\$ 3,140.68	\$ 46,508.51	\$ 76,009.82	\$ 41,171.99	\$ 148,641.43		<b>\$ 315,472.44</b>
		<i>% Total by Class</i>						
		1.00%	14.74%	24.09%	13.05%	47.12%		
<b>Total</b>								<b>\$ 315,472.44</b>

<b>ATTACHMENT B - Fee Estimate</b>							
<b>183North Mobility Project Task 11</b>		<b>Transportation Program Manager</b>	<b>Sr. Engineering Manager</b>	<b>Sr. Information Coordinator</b>	<b>Sr. Computer Graphics Specialist</b>	<b>TOTAL</b>	<b>TOTAL</b>
<b>TASK / WORK DESCRIPTION</b>							
<b>Task 11</b>	<b>PUBLIC INVOLVEMENT [13750]</b>	2	48	656	137	<b>843</b>	<b>\$ 107,121.07</b>
<b>Task 11.1</b>	Communications &	2	4	16	8	30	\$ 4,333.62
<b>Task 11.2</b>	Communications &						
<b>Task 11.2.1</b>	Stakeholder List		4	16		20	\$ 3,072.06
<b>Task 11.2.2</b>	Fact Sheets and		4	20	9	33	\$ 4,291.39
<b>Task 11.2.3</b>	Website Content		4	30	8	42	\$ 5,479.04
<b>Task 11.2.4</b>	E-Newsletters		4	16	4	24	\$ 3,388.77
<b>Task 11.2.5</b>	Public Inquiry		4	40		44	\$ 6,112.46
<b>Task 11.2.6</b>	Elected Official		4	20	4	28	\$ 3,895.50
<b>Task 11.2.7</b>	Media Inquiry		4	58	8	70	\$ 9,026.17
<b>Task 11.2.8</b>	Issues Management		4	20		24	\$ 3,578.80
<b>Task 11.2.9</b>	Crisis		4	20		24	\$ 3,578.80
<b>Task 11.2.10</b>	Groundbreaking		4	80	12	96	\$ 12,129.90
<b>Task 11.2.11</b>	Construction Website		4	40	12	56	\$ 7,062.58
<b>Task 11.3</b>	Procurement Support			200	20	220	\$ 26,920.15
<b>Task 11.4</b>	Reporting and Meetings			60	12	72	\$ 8,551.11
<b>Task 11.5</b>	Project Branding			20	40	60	\$ 5,700.74
<b>TOTAL DIRECT LABOR</b>		2	48	656	137	843	\$ 107,121.07
<i>% Total by Classification</i>		0.24%	5.69%	77.82%	16.25%		
Labor Costs		\$ 238.00	\$ 4,752.00	\$ 31,488.00	\$ 4,110.00		
Overhead Rate		1.3993	1.3993	1.3993	1.3993		
Overhead Costs		\$ 333.03	\$ 6,649.47	\$ 44,061.16	\$ 5,751.12		
Profit		10%	10%	10%	10%		
Profit Costs		\$ 57.10	\$ 1,140.15	\$ 7,554.92	\$ 986.11		
<b>Total Loaded Labor</b>		\$ 628.14	\$ 12,541.62	\$ 83,104.07	\$ 10,847.24		<b>\$ 107,121.07</b>
<i>% Total by Class</i>		0.59%	11.71%	77.58%	10.13%		
<b>Task 11 Subconsultant</b>	<b>Monkee Boy</b>						<b>\$ 138,250.00</b>
<b>Task 11 Event Expenses</b>	<b>Event Planner</b>						<b>\$ 75,000.00</b>
<b>Total Subconsultants</b>							<b>\$ 213,250.00</b>
<b>Total</b>							<b>\$ 320,371.07</b>



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 27, 2019  
**AGENDA ITEM #11**

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Approve an Interlocal Agreement with  
Travis County for the Bliss Spillar Trailhead

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Contact: Justin Word, P.E., Director of Engineering

Associated Costs: No costs for the Interlocal Agreement with Travis County. Design/Construction Costs for the Trailhead are included as a part of the total project costs; Ongoing Maintenance Costs for the Trailhead are included in system-wide Performance Based Maintenance contract

Funding Source: Design/Construction project funds come from various sources: TxDOT Loan, TxDOT Grant, Hays County Grant, Travis County Grant; Ongoing Maintenance funds come from Annual Performance Based Maintenance Contract funding

Action Requested: Consider and act on draft resolution

Summary:

**Project Description** - SH 45SW is an innovative four-lane toll road being built on state right of way between MoPac and FM 1626, a length of approximately 3.6 miles. The project will bring relief to the rapidly growing area of northern Hays and southern Travis counties. Access to SH 45SW will be available from FM 1626, Bliss Spillar Road, State Loop 1 (MoPac), and SH 45 west of MoPac.

The toll road project includes a ten-foot-wide shared use path that will be compliant with the requirements of the Americans with Disabilities Act. The path will be separated from the roadway for the entire length of the project, except over the Bear Creek Bridge.

One of the shared use path's trailheads is located on a segment of a Travis County roadway, Bliss Spillar Road. As a result of the construction of the SH 45SW Project,



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

**RESOLUTION NO. 19-0XX**

**APPROVING AN INTERLOCAL AGREEMENT WITH TRAVIS COUNTY FOR THE  
BLISS SPILLAR TRAILHEAD**

WHEREAS, by Minute Order 83158 enacted on May 22, 1985, the Texas Transportation Commission recognized a need for an expansion of the state highway system to deal with expected traffic growth in Travis County, and designated a state highway now known as State Highway 45 (“SH 45”) to be developed in segments according to need and available funding; and

WHEREAS, in July 1985, the Travis County Commissioners Court accepted Minute Order 83158 by resolution; and

WHEREAS, the Capital Area Metropolitan Planning Organization (“CAMPO”) included a portion of SH 45 known as SH 45 Southwest (“SH 45 SW”) in the CAMPO Regional Transportation Plans adopted in 1994, 2000, 2005, and 2010; and

WHEREAS, Hays County and Travis County previously acquired the right-of-way needed to build and operate SH 45 SW, and that right-of-way was conveyed to, or was acquired in the name of, the State of Texas; and

WHEREAS, pursuant to a state-approved environmental impact statement, the Central Texas Regional Mobility Authority (“Mobility Authority”) has designed and is constructing a new four lane highway consisting of four tolled main lanes, with a shared-use path on one side, extending approximately 3.6 miles from MoPac to FM 1626, completely within the project corridor right-of-way (the “SH 45 SW Project”), as supported by the October 22, 2013, resolution of the Travis County Commissioners Court; and

WHEREAS, at the request of Travis County the Mobility Authority has agreed to design, construct, and maintain a trailhead located on a segment of Bliss Spillar Road to be abandoned for roadway purposes as a result of the construction of the SH 45 SW Project, and which is outside of the SH 45 SW Project right-of-way but within Travis County right-of-way (“the “Bliss Spillar Trailhead”); and

WHEREAS, the Executive Director and Travis County have negotiated an Interlocal Agreement granting the Mobility Authority a right-of entry on Travis County property as necessary to construct and maintain the Bliss Spillar Trailhead as part of the SH 45 SW Project; and

WHEREAS, the Executive Director recommends that the Board of Directors approve the interlocal agreement with Travis County for the design, construction, and maintenance of the Bliss Spillar Trailhead in the form or substantially the same form as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the proposed interlocal agreement with Travis County for the Bliss Spillar Trailhead is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is authorized and directed to execute the interlocal agreement on behalf of the Central Texas Regional Mobility Authority, in the form or substantially the same form as is attached hereto at Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27<sup>th</sup> day of March 2019.

Submitted and reviewed by:

Approved:

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Geoff Petrov, General Counsel

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Ray A. Wilkerson  
Chairman, Board of Directors



**Exhibit A**

**INTERLOCAL AGREEMENT**  
Bliss Spillar Shared Use Path Trailhead

THIS INTERLOCAL AGREEMENT (“Agreement”) is made by and between TRAVIS COUNTY (“Travis County”) and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“Authority”), collectively referred to as the “Parties, and individually as a “Party,” acting by and through their respective governing bodies, under the authority of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

**WITNESSETH:**

WHEREAS, by Minute Order 83158 enacted on May 22, 1985, the Texas Transportation Commission recognized a need for an expansion of the state highway system to deal with expected traffic growth in Travis County, and designated a state highway now known as State Highway 45 (“SH 45”) to be developed in segments according to need and available funding; and

WHEREAS, in July 1985, the Travis County Commissioners Court accepted Minute Order 83158 by resolution; and

WHEREAS, the Capital Area Metropolitan Planning Organization (“CAMPO”) included a portion of SH 45 known as SH 45 Southwest (“SH 45 SW”) in the CAMPO Regional Transportation Plans adopted in 1994, 2000, 2005, and 2010; and

WHEREAS, Hays County and Travis County previously acquired the right-of-way needed to build and operate SH 45 SW, and that right-of-way was conveyed to, or was acquired in the name of, the State of Texas; and

WHEREAS, pursuant to a state-approved environmental impact statement, the Authority has designed and is constructing a new four lane highway consisting of four tolled main lanes, with a shared-use path on one side, extending approximately 3.6 miles from MoPac to FM 1626, completely within the project corridor right-of-way (the “SH 45 SW Project”), as supported by the October 22, 2013, resolution of the Travis County Commissioners Court; and

WHEREAS, at the request of Travis County the Authority has agreed to design, construct, and maintain a trailhead located on a segment of Bliss Spillar Road to be abandoned for roadway purposes as a result of the construction of the SH 45 SW Project, and which is outside of the SH 45 SW Project right-of-way but within Travis County right-of-way; and

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the Parties agree as follows:

**I. Authority Responsibilities**

1. The Authority agrees to remove existing roadway pavement and restore vegetation within the Travis County right-of-way on the segments of Bliss Spillar Road to be abandoned on the east side of the SH 45 SW main lanes.
2. The Authority agrees to design, construct and maintain a trailhead on Travis County right-of-way on a segment of Bliss Spillar Road to be abandoned on the west side of the SH 45

SW main lanes (the “Trailhead”). The Trailhead will consist of nineteen parking spaces, a cul-de-sac, trash facilities and lighting, a driveway connecting to Bliss Spillar Road and will provide a connection to the SH 45 SW Project shared-use path as generally depicted on Attachment “A” and Attachment “B”. Prior to Final Acceptance of the Trailhead, areas impacted by the trailhead improvements within the Travis County right-of-way will be restored to as close to their original condition as is reasonably practicable.

3. The Authority agrees to provide one set of the construction plans and one set of the “as-built” plans for the Trailhead to Travis County.
4. The Authority agrees to maintain the Trailhead and right-of-way associated with the Trailhead from the Travis County line to the TxDOT right-of-way, as shown in Attachment “B”. Maintenance shall include, but is not limited to, resurfacing the driveway and parking lot; resurfacing and maintenance of sidewalks and ramps; application of pavement markings; cleaning and maintenance of drainage structures; removal of trash, pet waste, and other debris; servicing of pet waste station; cleaning and restoration resulting from graffiti and other vandalism; replacing illumination devices; mowing vegetation; and trimming of trees and shrubs.

## **II. Travis County Responsibilities**

1. While the Authority agrees to design, construct and maintain the Trailhead, the facility will remain in the ownership of Travis County.
2. The Authority shall have, and Travis County hereby grants to the Authority, a license and right-of-entry on, over, and under such portions of the property owned by and under Travis County's control and as necessary to enable the Authority to cause the Trailhead to be constructed and maintained. Such license and right of entry shall remain in effect unless and until responsibility of the Trailhead reverts to or is otherwise assumed by Travis County with the consent of the Authority. In the event a third party requests evidence of authorization for the Authority to use Travis County owned right-of-way pursuant to this Agreement, Travis County agrees to execute a license, right-of-entry, easement, or other document in a form reasonably acceptable to Travis County and the Authority and which evidences the rights granted herein.

## **III. Miscellaneous**

1. Termination: Either Party may terminate this Agreement if the other Party defaults in its obligation and, after receiving notice of the default and of the non-defaulting Party’s intent to terminate, fails to cure the default no later than thirty (30) days after receipt of that notice.
2. Amendment: No amendment of this Agreement will be effective unless it is in writing and signed by the Parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this Agreement will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

3. Effective Date: This Agreement will become effective when signed by Travis County and the Authority. The date of this Agreement will be the date this Agreement is signed by the last Party to execute, as indicated by the date associated with that Party's signature.
4. Severability: Any clauses, sentences, provisions, paragraphs, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
5. Liability: To the extent allowed by Texas law, the Authority and the County agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions. Neither Travis County nor Authority waives, relinquishes, limits or conditions its governmental immunity or any other right to avoid liability which it otherwise might have to a third party. Nothing in this Agreement shall be construed as creating any liability in favor of any third party or parties against either Travis County or Authority, nor shall it ever be construed as relieving any third party or parties from any liabilities of such third party or parties to County or the Authority.
6. Insurance:
  - (a) The Parties acknowledge that the Authority has required its contractor, engineer and other consultants to provide insurance in accordance with the standard requirements of the Authority for such projects during the term of the design and construction of the Trailhead. Upon request, the Authority will make copies available for inspection by Travis County officials.
  - (b) The Authority will require its maintenance contractor for the Trailhead to maintain general liability, automobile, and workers' compensation insurance coverage, in accordance with the standard amounts required by the Authority, with Travis County and the Authority named as additional insureds with respect to such general liability and automobile liability coverage.
7. Compliance with Laws: The Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement.
8. Notice: All notices, demands or other requests, and other communications required or permitted under this Agreement or which any Party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the Party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving Party, or (ii) two days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such Party at the respective addresses set forth below, or such other address as each Party may from time to time designate by written notice to the others as herein required or (iii) electronic mail

transmission for which confirmation of receipt by the other Party has been obtained by the sending Party:

AUTHORITY: Justin Word, Director of Engineering  
Central Texas Regional Mobility Authority  
3300 N. IH-35, Suite 300  
Austin, TX 78705  
Email address: [jword@ctrma.org](mailto:jword@ctrma.org)

WITH COPY TO: Geoff Petrov, General Counsel  
Central Texas Regional Mobility Authority  
3300 N. IH-35, Suite 300  
Austin, TX 78705  
Email address: [gpetrov@ctrma.org](mailto:gpetrov@ctrma.org)

COUNTY: Cynthia C. McDonald (or successor)  
County Executive, TNR  
P.O. 1748  
Austin, TX 78767  
Email address: [cynthia.mcdonald@traviscountytx.gov](mailto:cynthia.mcdonald@traviscountytx.gov)

AND Cyd Grimes, C.P.M., CPPO (or successor)  
Travis County Purchasing Agent  
P.O. Box 1748  
Austin, Texas 78767  
Email address: [cyd.grimes@traviscountytx.gov](mailto:cyd.grimes@traviscountytx.gov)

WITH A COPY TO: David Escamilla (or successor)  
County Attorney  
P.O. 1748  
Austin, Texas 78767  
Email address: [david.escamilla@traviscountytx.gov](mailto:david.escamilla@traviscountytx.gov)

EXECUTED by the Parties,

TRAVIS COUNTY:

CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY:

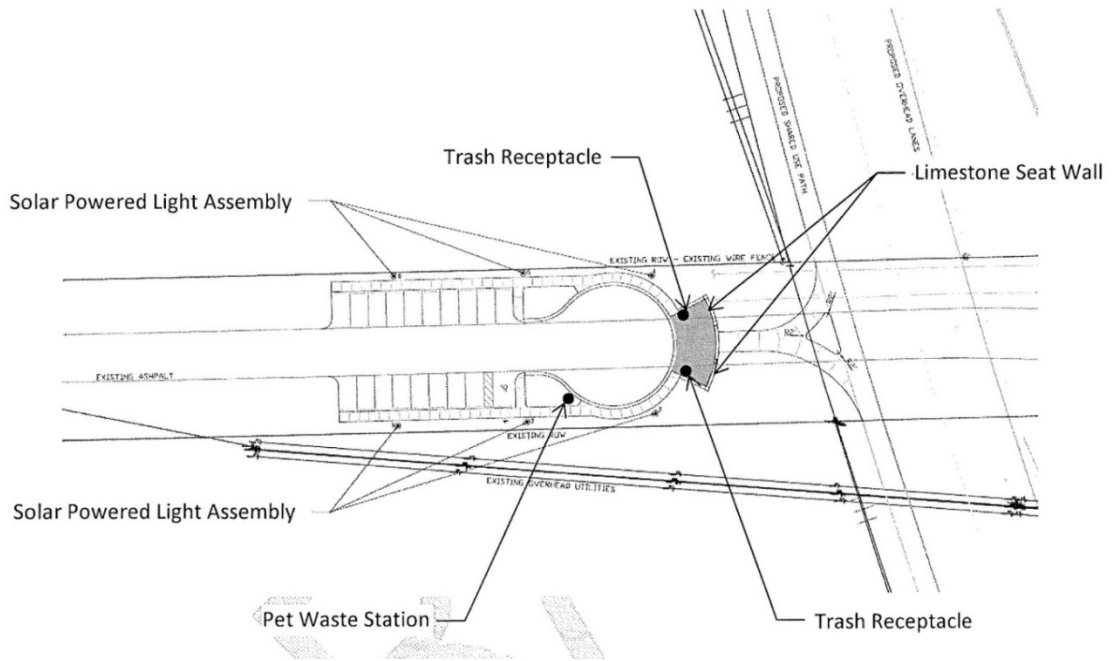
\_\_\_\_\_  
Sarah Eckhardt  
Travis County Judge

\_\_\_\_\_  
Mike Heiligenstein  
Executive Director

Date: \_\_\_\_\_, 2019

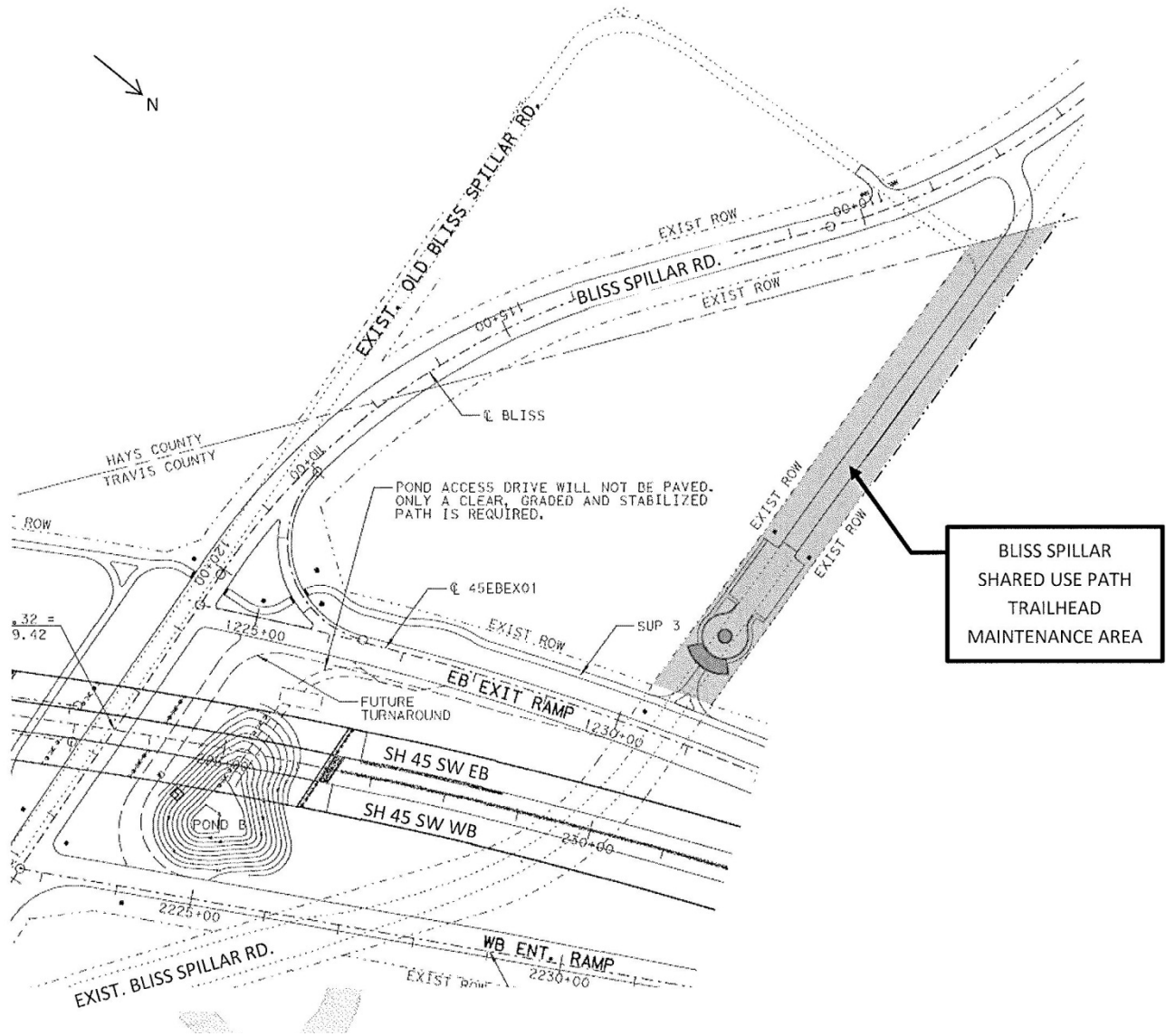
Date: \_\_\_\_\_, 2019

**ATTACHMENT A**  
**BLISS SPILLAR SHARED USE PATH TRAILHEAD IMPROVEMENTS**



# ATTACHMENT B

## BLISS SPILLAR SHARED USE PATH TRAILHEAD LOCATION MAP





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 27, 2019  
**AGENDA ITEM #12**

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Executive Director Board Report

Strategic Plan Relevance: Regional Mobility  
Department: Executive  
Contact: Mike Heiligenstein, Executive Director  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Briefing and Board Discussion Only

Executive Director Board Report:

- A. Legislative Update.
- B. Status of Projects
- C. Upcoming County Meetings.

Backup Provided: Presentation





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 27, 2019  
**AGENDA ITEM #13**

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Executive Session

*Executive Session:*

Discuss acquisition of one or more parcels or interests in real property needed for the 183 South Project (Bergstrom Expressway) and related legal issues, including consideration of the use of eminent domain to condemn property, pursuant to §551.072 (Deliberation Regarding Real Property) and §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 27, 2019  
**AGENDA ITEM #14**

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Executive Session

*Executive Session:*

Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 27, 2019  
**AGENDA ITEM #15**

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Executive Session

*Executive Session:*

Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 27, 2019  
AGENDA ITEM #16

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Executive Session

*Executive Session:*

Discuss personnel matters as authorized by §551.074 (Personnel Matters).