



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Regular Meeting of the Board of Directors

9:00 a.m.

Wednesday, April 28, 2021

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

*A live video stream of this meeting may be viewed on the internet at
www.mobilityauthority.com*

SPECIAL NOTE TO MEMBERS OF THE PUBLIC: Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting will be held by videoconference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of COVID-19. Some Board Members may be present in the Lebermann Board Room while others may attend the meeting via videoconferencing. In order to maintain safe social distancing, members of the public will not be permitted to attend in person. Instead, we ask that you view the Board Meeting online via the live stream link on our website. Members of the public that wish to join the videoconference to provide comments during the Board Meeting must register at least 30 minutes prior to the scheduled start time by contacting the Central Texas Regional Mobility Authority at (844) 287-6220.

AGENDA

1. Welcome and opportunity for public comment – See **Notes** at the end of this agenda.
2. Discuss and consider recognition of former Executive Director of the Central Texas Regional Mobility Authority Michael Heiligenstein.
3. Virtual groundbreaking of the 183A Phase III Project.

Consent Agenda

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

4. Approve the minutes from March 31, 2021 Regular Board Meeting.

5. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.
6. 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.
7. Authorize the Interim Executive Director to execute an Interlocal Agreement with Texas Department of Transportation for materials inspection and testing services for Elroy Road.
8. Authorize the Interim Executive Director to execute an Interlocal Agreement with Texas Department of Transportation for materials inspection and testing services for 183A Phase III.
9. Authorize the Interim Executive Director to execute an Interlocal Agreement with Texas Department of Transportation for materials inspection and testing services for 183 North Mobility Project.

Regular Items

Items to discuss, consider, and take appropriate action.

10. Accept the financial statements through March 2021.
11. Discuss and consider approving an Interlocal Agreement with the City of Leander for Drone Services for accident investigations and maintenance inspections.
12. Discuss and consider awarding a design and construction phase services contract for the Barton Skyway Ramp Relief project.
13. Discuss and consider approving a contract with The Levy Company, Inc. for construction of the 183A ITS Retrofit Maintenance Project.
14. Discuss and consider approving an Interlocal Agreement with the City of Austin to design, procure, and construct a channel stabilization structure in Boggy Creek for the 183 South Project.

Briefings and Reports

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

15. Habitual violator and JP Court Selection Process.
16. Innovation and Technology update.

17. Executive Director Board Report.
 - A. Draft FY 2022 Operating Budget
 - B. Potential Policy Code Changes – Executive Director Authority regarding procurements and Work Authorizations, Conflict of Interest Determinations, and Permitted uses for Mobility Authority facilities.

Executive Session

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:

18. 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).
19. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
20. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

Reconvene in Open Session.

Regular Items

Items to discuss, consider, and take appropriate action.

21. Adjourn Meeting.

Notes

Opportunity 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 the Mobility Authority's jurisdiction. Each speaker is allowed a maximum of three minutes. A person who wishes to address the Board must register in advance and provide the speaker's name, address, phone number and email, as well as the agenda item number and whether you wish to speak during the public comment period or during the agenda item. 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.

*Mobility Authority Board Meeting Agenda
Wednesday, April 28, 2021*

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.

(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.

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CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #1

Welcome and opportunity for public
comment

Welcome and opportunity for public comment.
No Board action required.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #2

Discuss and consider recognition of
former Executive Director of the
Central Texas Regional Mobility
Authority Michael Heiligenstein

Strategic Plan Relevance: Regional Mobility
Department: N/A
Contact: Bill Chapman, Interim Executive Director & Chief
Financial Officer
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on draft resolution

Project Description/Background: Recognize former CTRMA Executive Director Mike Heiligenstein for his public service to the community of Central Texas.

Previous Actions & Brief History of the Program/Project: N/A

Financing: N/A

Action requested/Staff Recommendation: Accept the draft resolution.

Backup provided: Draft Resolution

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

RESOLUTION NO. 21-0XX

**HONORING MIKE HEILIGENSTEIN, FOUNDING EXECUTIVE DIRECTOR OF THE
MOBILITY AUTHORITY AND ARCHITECT OF THE AUTHORITY'S RAPID RISE FROM
UPSTART AGENCY TO DYNAMIC INDUSTRY POWERHOUSE**

WHEREAS, the Mobility Authority was created by Travis and Williamson counties in 2002 to improve the transportation system with a mission to implement innovative, multi-modal transportation solutions that enhance the quality of life and economic opportunity for all Central Texans; and

WHEREAS, the Board of Directors named Mike Heiligenstein as the Mobility Authority's first Executive Director on Wednesday, November 5, 2003; and

WHEREAS, the Mobility Authority was a fledgling agency with limited funding and no staff when Mike Heiligenstein assumed the role of Executive Director; and

WHEREAS, the need for new roadway capacity in Central Texas was great and new roads and toll roads were controversial when Mike Heiligenstein was hired; and

WHEREAS, Mike Heiligenstein recruited a highly experienced team of staff and consultants, and assembled the partnerships necessary to rapidly finance, construct and operate the Mobility Authority's first toll road, 183A, which opened on March 7, 2007; and

WHEREAS, under Mike Heiligenstein's leadership, the Mobility Authority in rapid succession extended 183A; and added 290 Toll, SH 71, MoPac Express Lane, 45SW and 183 Toll; and

WHEREAS, Mike Heiligenstein advanced the Phase 3 extension of 183A and the 183 North Mobility Project through the environmental process and into construction; and began critical environmental work on MoPac South and preliminary planning for a Phase 4 eastern extension of 290 Toll; and

WHEREAS, during his 17-year tenure, Mike Heiligenstein has overseen the implementation of \$3 billion of regionally significant new roadway capacity projects; and

WHEREAS, Mike Heiligenstein's drive to innovate led the Mobility Authority to become one of the first all-electronic cashless toll road operators in the United States and to implement the MoPac Express Lane, the first variably priced express lane facility in central Texas; and

WHEREAS, Mike Heiligenstein' s dedication to enhancing the regional bicycle and pedestrian network led the Mobility Authority to build more than 80-miles of shared-use path, becoming a leading developer of these valuable transportation facilities; and

WHEREAS, quality of life, environmental sensitivity and economic opportunity are a driving force in every decision Mike Heiligenstein makes; and

WHEREAS, Mike Heiligenstein has devoted his entire career to serving the public, as a Round Rock City Councilman, as Williamson County Commissioner, and as Executive Director of the Mobility Authority.

NOW, THEREFORE, BE IT RESOLVED, that the Mobility Authority Board of Directors hereby acknowledges and honors Mike Heiligenstein for his 17 years of devoted service and achievements to improve mobility and the quality of life for Central Texans; and

BE IT FURTHER RESOLVED in recognition of Mike Heiligenstein' s service, the Mobility Authority dedicates the 4.5-mile paved shared use path along the 45SW Toll Road in his honor

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of April 2021.

Submitted and reviewed by:

Approved:

C. Brian Cassidy, Counsel for the
Central Texas Regional Mobility Authority

Robert W. Jenkins, Jr.
Chairman, Board of Directors



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #3

Virtual groundbreaking of the 183A
Phase III Project

Strategic Plan Relevance: Regional Mobility/Economic Vitality/Sustainability

Department: Executive/Finance/Communications

Contact: Jori Liu, Acting Director of Communications

Associated Costs: N/A

Funding Source: N/A

Action Requested: N/A

Description/Background: The Mobility Authority will be holding a virtual ribbon cutting ceremony for the 183A Phase III Project.

Backup provided: Presentation



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #4

Approve the minutes from the March
31, 2021 Regular Board Meeting

Strategic Plan Relevance: Regional Mobility
Department: Legal
Contact: Geoff Petrov, General Counsel
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on motion to approve minutes

Description/Background: Approve the attached draft minutes for the March 31, 2021 Regular Board Meeting.

Backup provided: Draft minutes

MINUTES

Regular Meeting of the Board of

Directors of the

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, March 31, 2021

9:00 a.m.

This was a video conference meeting. Notice of the meeting was posted March 26, 2021 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. Chairman Jenkins was present on the video conference meeting as were Vice Chair Meade*, Board Members David Armbrust, Heather Gaddes, John Langmore, Mike Doss and David Singleton.

An archived copy of the live-streamed audio of this meeting is available at:

<https://mobilityauthority.swagit.com/play/03312021-526>

- 1.** Welcome and opportunity for public comment.

After noting that a quorum of the Board was present, Chairman Jenkins called the meeting to order at 9:02 a.m. and had each Board Member who attended via video conference state their name for the record and confirm that they could both hear and be heard by all other attendees that were present in-person or live streaming.

- 2.** Welcome newly appointed Board Member and administer the oath of office.

Chairman Jenkins introduced Heather Gaddes, the new Board Member appointed by Williamson County to replace Mark Ayotte, and administered the oath office.

- 3.** 290E Phase III Project and 183 South Project virtual grand opening ceremony.

Chairman Jenkins provided a brief introduction of the virtual grand opening and thanks all stake holders involved, and some board members provided comments regarding the projects. Video of the projects was presented and at the conclusion Chairman Jenkins and Board Members virtually and collectively participated in the ribbon cutting.

*NOTE: Vice Chair Nikelle Meade joined the meeting virtually at 9:17 a.m.

Audit Committee Meeting

David Singleton, Chairman of the Audit Committee called the Audit Committee Meeting to order at 9:21 a.m.

4. Audit Committee Meeting

A. Audit Committee Meeting called to order by Committee Chairman Singleton.

Mary Temple, Controller presented this item.

B. Authorize the engagement of a firm to provide independent auditing services.

| | |
|---------------------|--|
| MOTION: | Authorize the engagement of a firm to provide independent auditing services. |
| RESULT: | Approved (Unanimous); 7-0 |
| MOTION: | Mike Doss |
| SECONDED BY: | John Langmore |
| AYE: | Armbrust, Gaddes, Doss, Jenkins, Langmore, Meade, Singleton |
| NAY: | None. |
| ADOPTED AS: | RESOLUTION NO. 21-014 |

Mary Temple, Controller introduced the auditors, Joel Perez, RSM US LLC and Tino Robledo, RSM US LLC who provided presentation.

C. Adjourn Audit Committee.

David Singleton adjourned the Audit Committee Meeting and Chairman Jenkins reconvened the Board Meeting in open session at 9:33 a.m.

Consent Agenda

Chairman Jenkins announced Item No. 6 of the consent agenda was pulled.

5. Approve the minutes from the February 8, 2021 Special Called Board Meeting and the February 28, 2021 Regular Board Meeting.

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|---------------------|---|
| MOTION: | Approve Item No. 5 under the consent agenda |
| RESULT: | Approved 7-0 |
| MOTION: | David Singleton |
| SECONDED BY: | Mike Doss |

AYE: Armbrust, Gaddes, Doss, Jenkins, Langmore, Meade, Singleton
NAY: None.

Regular Items

7. Discuss and consider the election of a Secretary.

Chairman Jenkins sought nominations for the position of Secretary. John Langmore nominated Mike Doss for the position of Secretary and the motion was put to a vote.

MOTION: Appoint Michael Doss as Secretary of the CTRMA Board.
RESULT: Approved (Unanimous); 7-0
MOTION: David Singleton
SECONDED BY: John Langmore
AYE: Armbrust, Gaddes, Doss, Jenkins, Langmore, Meade, Singleton
NAY: None.
ADOPTED AS: RESOLUTION NO. 21-015

8. Accept the financial statements through February 2021 and consider the monthly budget update.

Presentation by Bill Chapman, Interim Executive Director & Chief Financial Officer, Robert Goode, Deputy Executive Director and Mary Temple, Controller.

MOTION: Accept the financial statements through February 2021.
RESULT: Approved (Unanimous); 7-0
MOTION: David Singleton
SECONDED BY: Mike Doss
AYE: Armbrust, Gaddes, Doss, Jenkins, Langmore, Meade, Singleton
NAY: None.
ADOPTED AS: RESOLUTION NO. 21-016

9. Discuss and consider authorizing the application for and negotiation of a loan agreement with the United States Department of Transportation relating to the financing of the 183 North Mobility Project.

Presentation by Bill Chapman, Interim Executive Director & Chief Financial Officer.

MOTION: Authorize the application for and negotiation of a loan agreement with the United States Department of Transportation relating to the financing of the 183 North Mobility Project.

RESULT: Approved (Unanimous); 7-0

MOTION: David Singleton

SECONDED BY: David Armbrust

AYE: Armbrust, Gaddes, Doss, Jenkins, Langmore, Meade, Singleton

NAY: None.

ADOPTED AS: RESOLUTION NO. 21-017

10. Discuss and consider approving a contract with Deloitte Consulting LLP through the Texas Department of Information Resources Cooperative Contracts Program for the development of a data platform and associated transaction routing and system interfaces to support toll transaction management.

Presentation by Greg Mack, Assistant Director of IT and Toll Systems and Tracie Brown, Director of Operations.

MOTION: Approve a contract with Deloitte Consulting LLP through the Texas Department of Information Resources Cooperative Contracts Program for the development of a data platform and associated transaction routing and system interfaces to support toll transaction management.

RESULT: Approved (Unanimous); 7-0

MOTION: John Langmore

SECONDED BY: David Singleton

AYE: Armbrust, Gaddes, Doss, Jenkins, Langmore, Meade, Singleton

NAY: None.

ADOPTED AS: RESOLUTION NO. 21-018

11. Discuss and consider approving the purchase of a Google Enterprise Agreement subscription from Carahsoft Technology Corporation through the Texas Department of Information Resources Cooperative Contracts Program in support of the Mobility Authority's data platform host project.

Presentation by Greg Mack, Assistant Director of IT and Toll Systems.

MOTION: Approve the purchase of a Google Enterprise Agreement subscription from Carahsoft Technology Corporation through the Texas Department of Information Resources Cooperative Contracts Program in support of the Mobility Authority's data platform host project.

RESULT: Approved (Unanimous); 7-0

MOTION: Mike Doss

SECONDED BY: David Singleton

AYE: Armbrust, Gaddes, Doss, Jenkins, Langmore, Meade, Singleton

NAY: None.

ADOPTED AS: **RESOLUTION NO. 21-019**

- 12.** Discuss and consider authorizing the Executive Director to issue work authorizations to WSP USA Inc. and Atkins North America, Inc. for general engineering consulting and oversight services for the 183 North Mobility Project.

Presentation by Mike Sexton, P.E., Acting Director of Engineering.

MOTION: Authorize the Executive Director to issue work authorizations to WSP USA Inc. and Atkins North America, Inc. for general engineering consulting and oversight services for the 183 North Mobility Project.

RESULT: Approved (Unanimous); 7-0

MOTION: David Armbrust

SECONDED BY: Nikelle Meade

AYE: Armbrust, Gaddes, Doss, Jenkins, Langmore, Meade, Singleton

NAY: None.

ADOPTED AS: **RESOLUTION NO. 21-020**

Briefings and Reports

- 13.** Traffic & Revenue overview for the 183 North Mobility Project.

Presentation by Bill Ihlo, Principal, Stantec Consulting Services Inc., Tiffany Cummings, Transportation Engineer, Stantec Consulting Services Inc., and Michael Bomba, PhD.

- 14.** Executive Director Report.

Presentation by Bill Chapman, Interim Executive Director and Chief Financial Officer.

- A. Draft FY 2022 Operating Budget
- B. Sale of 183 North Mobility Bonds

Executive Session

Chairman Jenkins announced in open session at 11:55 a.m. that the Board would recess the meeting and reconvene in Executive Session to deliberate the following item:

- 15.** 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).
- 16.** Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
- 17.** Discuss personnel matters as authorized by §551.074 (Personnel Matters).

After completing the executive session, the Board reconvened in open meeting at 12:54 p.m.

Regular Items

After confirming that no member of the public wished to address the Board, Chairman Jenkins declared the meeting adjourned at 12:56 p.m.

- 18.** Adjourn Meeting.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #5

Prohibit the operation of certain
vehicles on Mobility Authority toll
facilities pursuant to the Habitual
Violator Program

| | |
|---------------------------|--------------------------------------|
| Strategic Plan Relevance: | Regional Mobility |
| Department: | Operations |
| Contact: | Tracie Brown, Director of Operations |
| Associated Costs: | N/A |
| Funding Source: | N/A |
| Action Requested: | Consider and act on draft resolution |

Project Description/Background: The Mobility Authority's habitual violator process prescribes two notices before habitual violator remedies go into effect. A pre-determination letter is sent 60 days before any remedies are enforced advising the customer again of their outstanding balance and providing an opportunity for resolution. Assuming no resolution, a *Notice of Determination* is mailed notifying the customer they've been determined to be a habitual violator and advising of the consequences. The customer is also informed of their right to appeal the decision and the process by which to do so.

If the customer does not contact the Authority to appeal the habitual violator determination or resolve their outstanding balance, a block is placed on the related vehicle's registration preventing renewal. The block remains in effect until all tolls and fees have been paid, a payment plan has been arranged with the Mobility Authority or the customer is determined to no longer be a habitual violator.

Previous Actions & Brief History of the Program/Project: : State law states that persons deemed to be habitual violators may also be prohibited from use of the Mobility Authority's toll facilities by order of the Board of Directors. Habitual violator customers operating a vehicle in violation of a ban are subject to a Class C misdemeanor with a fine up to \$500. A second or subsequent occurrence may result in impoundment of the vehicle. Similar to registration blocks, vehicle bans remain in effect until all

outstanding amounts owed to the Authority have been resolved or the customer is no longer deemed a habitual violator.

Financing: Not applicable.

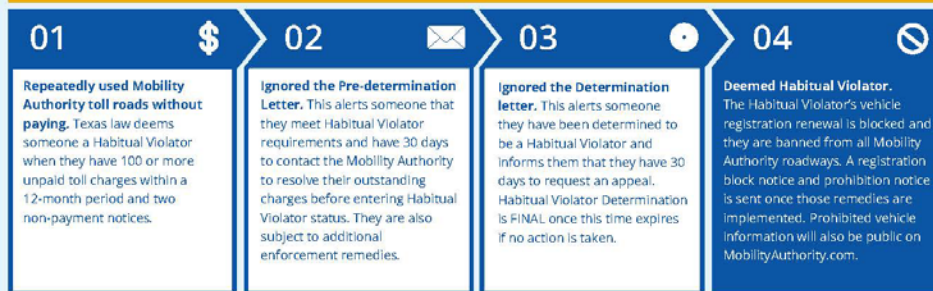
Action requested/Staff Recommendation: Staff affirms that all required steps have been followed and proper notice previously provided to customers determined to be habitual violators. To date, these customers have not appealed this determination or resolved their outstanding balances.

Therefore, staff recommends that the Board of Directors approve the order prohibiting certain vehicles from use of the Authority's toll facilities. Following the Board's approval of this order, a Notice of Prohibition will be mailed by first class mail advising of the ban, consequences if the ban is violated and how the customer may resolve their outstanding balance.

Backup provided: Habitual Violator Vehicle Ban FAQs
Draft Resolution



Habitual Violator Process



Who is a Habitual Violator?

A Habitual Violator is defined in Section 372.106(a) of the Texas Transportation Code as (A) one who was issued at least two written notices of nonpayment that contained in aggregate 100 or more events of nonpayment within a period of one year and, (B) was issued a warning that failure to pay the amounts specified in the notices may result in the toll project entity's exercise of Habitual Violator remedies.

What enforcement remedies is the Mobility Authority implementing for Habitual Violators?

To encourage equitable payment by all customers, legislation allows for enforcement remedies up to and including vehicle registration renewal blocks, prohibiting Habitual Violator's vehicles on Mobility Authority roadways, on-road enforcement of the vehicle ban, as well as posting names to the agency website of those Habitual Violators with banned vehicles. The Mobility Authority will be implementing these remedies beginning November 2019.

How will I know I'm a Habitual Violator subject to enforcement remedies?

Habitual Violators are provided due process protections prior to any enforcement action.

- A registered vehicle owner who the Mobility Authority determines meets the Habitual Violator status is sent a letter advising them that Habitual Violator remedies may be implemented if the customer's outstanding balance is not resolved. This letter is not required by law but is sent as a courtesy to reflect the Mobility Authority's commitment to the customer.
- A registered vehicle owner who the Mobility Authority determines to be a Habitual Violator receives written notice of that determination and an opportunity for a justice of the peace hearing to challenge their Habitual Violator status.
- Habitual Violator Determination is FINAL if no action is taken, prompt in the Mobility Authority to send a Vehicle Registration Block Notice and/or a Vehicle Ban Notice. These notices urge the Habitual Violator yet again to resolve their toll debt with the Mobility Authority.
- Sufficient time is provided to respond to all notifications.

Learn more about the Habitual Violator Enforcement Program at MobilityAuthority.com



How can I resolve my Habitual Violator status and settle my toll bill balance?

You can pay outstanding tolls and administrative fees with cash, money order or credit card (a payment plan may be available) by: calling the Mobility Authority Customer Service Center at 512-410-0562, online at www.paymobilitybill.com, or in person at our walk-up center.

Why is the Mobility Authority pursuing enforcement remedies?

The vehicle registration block and other toll enforcement actions are intended to encourage tollway drivers to pay for services rendered to ensure fairness to the overwhelming majority of drivers who pay for the service, maintenance and safety of the toll roads.

How will a person be notified that he or she is subject to enforcement remedies?

A notification letter announcing that a person has met the criteria of Habitual Violator is sent to the address in the Texas Department of Motor Vehicles (TTC 372.106) database, allowing 30 days to contact to dispute their determination as a Habitual Violator or address the account balance before remedies are applied. If the Habitual Violator does not make arrangements with the Mobility Authority during this period, they will be subject to all enforcement remedies. Additionally, notification of a registration renewal block is mailed.

Can someone dispute a toll bill?

Yes. You may contact the Mobility Authority to review all outstanding tolls and fees, correct any errors and arrange for payment to clear your status as a Habitual Violator and the block on your registration. Habitual Violators are also given an opportunity to request an administrative hearing with a justice of the peace.

How will I know or be notified that I am subject to a vehicle ban?

Habitual violators subject to vehicle ban will receive notification that they have been banned, including when the ban will take effect and instructions for how to remove their status as a Habitual Violator.

Can I dispute my toll bill that subjects me to the vehicle ban?

Yes. You may contact the Mobility Authority to review all outstanding tolls and administrative fees, correct any errors and arrange for payment to clear your status as a Habitual Violator and remove the vehicle ban.

What happens if I am banned, but get caught driving on a Mobility Authority toll road?

A person commits an offense when operating a vehicle in violation of the ban and is subject to a Class C misdemeanor with a fine up to \$500. A second or subsequent occurrence of driving on the tollway in violation of a ban may result in impoundment of the vehicle.

How will the Mobility Authority know if I'm still driving (after being banned)?

Mobility Authority roads are equipped with technology that recognizes vehicle and license plates on our prohibited list. Individuals operating a prohibited vehicle on Mobility Authority roads will be reported to nearby law enforcement patrolling Mobility Authority roads.

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

RESOLUTION NO. 21-0XX

**PROHIBITING THE OPERATION OF CERTAIN MOTOR VEHICLES
ON MOBILITY AUTHORITY TOLL FACILITIES PURSUANT TO
THE HABITUAL VIOLATOR PROGRAM**

WHEREAS, Transportation Code, Chapter 372, Subchapter C, authorizes toll project entities, including the Central Texas Regional Mobility Authority (Mobility Authority), to exercise various remedies against certain motorists with unpaid toll violations; and

WHEREAS, Transportation Code §372.106 provides that a “habitual violator” is a registered owner of a vehicle who a toll project entity determines:

(1) was issued at least two written notices of nonpayment that contained:

(A) in the aggregate, 100 or more events of nonpayment within a period of one year, not including events of nonpayment for which: (i) the registered owner has provided to the toll project entity information establishing that the vehicle was subject to a lease at the time of nonpayment, as provided by applicable toll project entity law; or (ii) a defense of theft at the time of the nonpayment has been established as provided by applicable toll project entity law; and

(B) a warning that the failure to pay the amounts specified in the notices may result in the toll project entity’s exercise of habitual violator remedies; and

(2) has not paid in full the total amount due for tolls and administrative fees under those notices; and

WHEREAS, the Mobility Authority previously determined that the individuals listed in Exhibit A are habitual violators, and these determinations are now considered final in accordance with Transportation Code, Chapter 372, Subchapter C; and

WHEREAS, Transportation Code §372.109 provides that a final determination that a person is a habitual violator remains in effect until (1) the total amount due for the person’s tolls and administrative fees is paid; or (2) the toll project entity, in its sole discretion, determines that the amount has been otherwise addressed; and

WHEREAS, Transportation Code §372.110 provides that a toll project entity, by order of its governing body, may prohibit the operation of a motor vehicle on a toll project of the entity if:

(1) the registered owner of the vehicle has been finally determined to be a habitual violator; and

(2) the toll project entity has provided notice of the prohibition order to the registered owner; and

WHEREAS, the Interim Executive Director recommends that the Board prohibit the operation of the motor vehicles listed in Exhibit A on the Mobility Authority's toll roads, including (1) 183A Toll; (2) 290 Toll; (3) 71 Toll; (4) MoPac Express Lanes; (5) 45 SW Toll; and (6) 183S Toll.

NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective April 28, 2021; and

BE IT FURTHER RESOLVED that the Mobility Authority shall provide notice of this resolution to the individuals listed in Exhibit A, as required by Transportation Code §372.110; and

BE IT IS FURTHER RESOLVED that the prohibition shall remain in effect for the motor vehicles listed in Exhibit A until the respective habitual violator determinations are terminated, as provided by Transportation Code §372.110.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of April 2021.

Submitted and reviewed by:

Approved:

C. Brian Cassidy, Counsel for the
Central Texas Regional Mobility Authority

Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

LIST OF PROHIBITED VEHICLES

(To be provided at the Board Meeting)



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #6

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, Interim Executive Director & Chief Financial Officer
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on draft resolution

Investment Policy - 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.

Financial Institutions and Qualified Brokers - 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. One firm, Ladenburg Thalmann & Company, is no longer on the list as they have exited the broker/dealer line of business.

Action Requested/Staff Recommendation - Staff recommends affirming the current CTRMA Investment Policy and approving the list of authorized financial institutions and investment brokers included in the backup.

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. 21-0XX

**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, Articles 5 & 6 of Chapter 2 of the Mobility Authority Policy Code establish 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 Articles 5 & 6 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 Articles 5 & 6 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 28th day of April 2021.

Submitted and reviewed by:

Approved:

C. Brian Cassidy, Counsel for the
Central Texas Regional Mobility Authority

Robert W. Jenkins, Jr.
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

FHN Financial Capital Markets (John Saragusa)
206 Wild Basin Road, Suite 109
Austin, Texas 78746

Great Pacific Securities (Garrett NG)
151 Kalmus Drive, Suite H-8
Costa Mesa, CA 92626

Oppenheimer & Co. Inc. (Chris Sullivan/Jack Fay)
85 Broad Street, 22nd Floor
New York, NY 10004

Rice Financial Products company (Jared Fragin)
55 Broad Street, 27th Floor
New York, NY 10004

Vining Sparks IBG, L.P. (Josh Gorham)
775 Ridge Lake Boulevard
Memphis, TN 38120

Mischler Financial Group, Inc. (Steve Neri)
1111 Bayside Drive, Suite 100
Corona del Mar, CA 92625



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #7

Authorize the Interim Executive Director to execute an Interlocal Agreement with Texas Department of Transportation for materials inspection and testing services for the Elroy Road Project

Strategic Plan Relevance: Regional Mobility
Department: Engineering
Contact: Mike Sexton, P.E., Acting Director of Engineering
Associated Costs: Incremental Cost/Service with a not to exceed of \$30,000.00
Funding Source: Capital Project Funds
Action Requested: Consider and act on draft resolutions

Project Description/Background – As a part of CTRMA’s quality assurance program, a variety of materials inspection and testing are performed on all transportation construction projects. These inspections and tests, performed by an independent provider, verify that the material installed by the contractor conforms to the requirements outlined in the project specifications. With few exceptions, CTRMA is required to utilize Texas Department of Transportation (TxDOT) specifications and materials on its projects. TxDOT maintains a staff of embedded inspectors at material fabrication plants statewide, testing materials for use on their projects and for compliance with TxDOT specifications. CTRMA has traditionally maintained an executed Interlocal Agreement (ILA) with TxDOT to utilize the services and efficiency of these experienced, embedded TxDOT inspectors for independent quality assurance of these off-site fabricated materials. For remaining quality assurance measures required on projects outside of the limited scope of the ILA, CTRMA procures independent Construction Engineering and Inspection (CE&I) services on each jobsite, ensuring comprehensive inspections and quality assurance are provided.

Previous Actions/Brief History of the Project/Program – In October of 2004, CTRMA entered into a contract with TxDOT for materials inspection and testing services for

transportation projects. CTRMA executed continuing agreements on October of 2013 and July of 2016.

Action requested/Staff Recommendation - Staff recommends that the Board authorize the Interim Executive Director, or his/her designee, to execute an interlocal agreement with TxDOT for continued support in performing offsite inspection and testing and performing the role of Referee Lab if necessary, on an “as requested” basis for the Elroy Road Project in the form or substantially the same form as the attached draft interlocal agreement template. CTRMA will compensate TxDOT for the individual services as they are provided, to a not to exceed threshold of \$30,000.00. The term of the agreement will not exceed the duration of the construction of the project.

Funding - Capital Project Funds

Backup Provided: Draft Resolution
 Draft interlocal agreement template provided by TxDOT

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

RESOLUTION NO. 21-0XX

**AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE AN
INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION FOR MATERIAL INSPECTION AND TESTING SERVICES ON
THE ELROY ROAD PROJECT**

WHEREAS, in connection with oversight of the construction of Mobility Authority facilities, it is important to provide for the independent testing and inspection of materials used on each project; and

WHEREAS, the Texas Department of Transportation (TxDOT) has the resources and expertise to provide such material testing and inspection services at a reasonable cost; and

WHEREAS, by Resolution No. 19-019, dated April 24, 2019 the Board approved an interlocal agreement with TxDOT for material inspection and testing services in an amount not to exceed \$1,500,000.00 and with an expiration date of December 31, 2024; and

WHEREAS, following the Board's approval but prior to the execution of the interlocal agreement, TxDOT changed its policy for providing materials testing and inspections services to local entities by removing the independence assurance program from the scope of services and requiring local entities to execute individual agreements for each new transportation project requiring TxDOT services; and

WHEREAS, by Resolution No. 19-055, dated October 30, 2019 the Board authorized the Executive Director to execute project-specific interlocal agreements with TxDOT on behalf of the Mobility Authority for material inspection and testing for Mobility Authority projects in a cumulative amount not to exceed \$1,500,000.00; and

WHEREAS, following the Board's approval but prior to the execution of the project-specific interlocal agreements, TxDOT changed its policy for providing materials testing and inspections services again by adding back the possibility for local entities to utilize TxDOT's independence assurance program and requiring the approval of each project-specific interlocal agreement for materials testing and inspection services through a separate resolution issued by the governing body of the local entity; and

WHEREAS, TxDOT has provided a proposed interlocal agreement for material testing and inspection services on the Elroy Road Project which is attached hereto as Exhibit A; and

WHEREAS, the Interim Executive Director requests that the Board authorize him to execute the proposed interlocal agreement with TxDOT for materials testing and inspection services for the Elroy Road Project in an amount not to exceed \$30,000.00 and in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Interim Executive Director to execute an interlocal agreement with TxDOT on behalf of the Mobility Authority for material inspection and testing services for the Elroy Road Project in an amount not to exceed \$30,000.00 and in the form or substantially the same form attached hereto as Exhibit A. This resolution (Resolution No. 21-0XX) will SUPERSEDE all terms and agreements as outlined in Resolution No. 19-055, dated October 30, 2019.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of April 2021.

Submitted and reviewed by:

Approved:

C. Brian Cassidy, Counsel for the
Central Texas Regional Mobility Authority

Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation

TxDOT
Local Government

II. PURPOSE: Perform material inspection and testing services.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: Payments for services rendered shall be made by the Local Government. The total amount of this contract shall not exceed \$_____ and shall conform to the provisions of **Attachment B**, Budget. Invoices will be issued monthly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on _____ or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

(Name of Local Government)

By _____ Date _____

AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

Title _____

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission 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.

By _____ Date _____

Kenneth Stewart
Director of Contract Services

ATTACHMENT A

Scope of Services

The Texas Department of Transportation (TxDOT) agrees to perform material inspection and testing services as requested by the Local Government, and subject to the terms set forth below. Material inspection and testing services to be performed by TxDOT consists of the following:

- Various inspected materials fabricated off-site (structural steel bridge components, pre-cast concrete stressed/non-stressed products, and miscellaneous fabricated products).
- Other materials inspection and testing as agreed upon in writing by TxDOT and the Local Government.

Inspections will be performed in compliance with the specifications and instructions supplied by the Local Government and are subject to the terms and conditions described below. Written inspection or test reports will be provided to the Local Government in accordance with TxDOT's existing policies as inspection and testing services are performed by TxDOT.

TERMS AND CONDITIONS

Prior to the commencement of material inspection and testing services, the Local Government shall provide TxDOT with a single point of contact for this scope of services. TxDOT will direct all invoices, test reports, questions and other issues to this point of contact. The Local Government shall provide an email address to which invoices will be sent. The Local Government shall provide written notification of a change to the point of contact.

INSPECTED MATERIALS

The Local Government will provide TxDOT a list of the materials requiring inspection. Estimated quantities of each material will also be provided. The types of products and the extent of the inspections will be as agreed upon prior to commencement of any inspections. The level of inspection and documentation furnished for Local Government inspections will be as provided for typical TxDOT projects.

TxDOT will only perform inspection services for the Local Government at structural steel fabrication plants, commercial precast prestressed and non-stressed concrete products plants, and other miscellaneous fabrication plants where TxDOT routinely provides such inspection and testing services for its own highway materials or for others. Out-of-state inspections for Local Government will be performed only when TxDOT has employees scheduled to conduct inspections for TxDOT projects at the requested locations, unless agreed upon otherwise. All out-of-state inspections will require reimbursement of the additional costs for travel (airfare, lodging, per diem, vehicle rentals, and other miscellaneous costs). Reimbursement will be requested through invoices from TxDOT.

TxDOT reserves the right to prioritize or reschedule any inspection and testing services according to the following:

- Inspection and testing services may be cancelled or deferred due to unavailability of TxDOT personnel to perform the necessary inspection
- Inspections for the Local Government will be given lower priority than inspections performed by TxDOT for TxDOT projects
- Inspections for the Local Government may be rescheduled to coincide with the inspection of products for TxDOT projects.

The Local Government and its fabricators will abide by the Nonconformance Report (NCR) process utilized by TxDOT for disposition of products that do not meet the requirements of the Local Government's specifications provided.

WORK REQUESTS

A minimum of two (2) weeks prior to TxDOT performing any inspections, the Local Government will submit Work Requests to TxDOT. Submit one Work Request per Fabricator and include the following:

- Project information (i.e. contract number, CSJ, etc.)
- Work description
- Type and estimated quantity of material(s) to be inspected
- Fabricator information (Name, contact person, phone number, physical location)
- Name, title, signature, and telephone number of the Local Government's authorized representative.
- Specification Item or Special Specification to be used for inspection
- List of the Local Government's amendments to Specification Item
- Local Governments Special Specifications
- Complete set of necessary design drawings, material specifications, and shop drawing files in Adobe .pdf format to perform inspection of the material.

Incomplete Work Requests will not be accepted. E-mail completed Work Requests, with attachments, as an Adobe .pdf format to MTD_Structuralcorrespondence@txdot.gov and include "Work Request" in the subject line.

TEST REPORTS

TxDOT will send test reports and pertinent information to the Local Government's designated point of contact for services performed as attachments to invoices for services.

ATTACHMENT B

Budget

Texas Department of Transportation Inspection & Testing Rates

TxDOT will only perform inspection and testing services outlined in Attachment A.

Charges will be based on rates in effect at the time inspection and testing services are performed.

Current Inspection and Testing Rates are published at

http://ftp.dot.state.tx.us/pub/txdot/mtd/inspection_testing.pdf

Invoices will be sent to the Local Government on a monthly basis. Payments are due within 30 days of date of invoice and will be mailed to the following address:

Texas Department of Transportation
P. O. Box 149001
Austin, Texas 78714-9001

DRAFT

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 11. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

| | |
|--------------------------|---|
| Local Government: | |
| TxDOT: | Texas Department of Transportation Attention: Director, Contract Services 125 East 11th Street Austin, TX 78701-2483 |

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

DRAFT

ATTACHMENT D
Resolution or Ordinance

DRAFT

ATTACHMENT E
Location Maps Showing Project

DRAFT



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #8

Authorize the Interim Executive Director to execute an Interlocal Agreement with Texas Department of Transportation for materials inspection and testing services for the 183A Phase III Project

| | |
|---------------------------|---|
| Strategic Plan Relevance: | Regional Mobility |
| Department: | Engineering |
| Contact: | Mike Sexton, P.E., Acting Director of Engineering |
| Associated Costs: | Incremental Cost/Service with a not to exceed of \$215,000.00 |
| Funding Source: | Capital Project Funds |
| Action Requested: | Consider and act on draft resolutions |

Project Description/Background – As a part of CTRMA’s quality assurance program, a variety of materials inspection and testing are performed on all transportation construction projects. These inspections and tests, performed by an independent provider, verify that the material installed by the contractor conforms to the requirements outlined in the project specifications. With few exceptions, CTRMA is required to utilize Texas Department of Transportation (TxDOT) specifications and materials on its projects. TxDOT maintains a staff of embedded inspectors at material fabrication plants statewide, testing materials for use on their projects and for compliance with TxDOT specifications. CTRMA has traditionally maintained an executed Interlocal Agreement (ILA) with TxDOT to utilize the services and efficiency of these experienced, embedded TxDOT inspectors for independent quality assurance of these off-site fabricated materials. For remaining quality assurance measures required on projects outside of the limited scope of the ILA, CTRMA procures independent Construction Engineering and Inspection (CE&I) services on each jobsite, ensuring comprehensive inspections and quality assurance are provided.

Previous Actions/Brief History of the Project/Program – In October of 2004, CTRMA entered into a contract with TxDOT for materials inspection and testing services for

transportation projects. CTRMA executed continuing agreements on October of 2013 and July of 2016.

Action requested/Staff Recommendation - Staff recommends that the Board authorize the Interim Executive Director, or his/her designee, to execute an interlocal agreement with TxDOT for continued support in performing offsite inspection and testing and performing the role of Referee Lab if necessary, on an “as requested” basis for the 183A Phase III Project in the form or substantially the same form as the attached draft interlocal agreement template. CTRMA will compensate TxDOT for the individual services as they are provided, to a not to exceed threshold of \$215,000.00. The term of the agreement will not exceed the duration of the construction of the project.

Funding - Capital Project Funds

Backup Provided: Draft Resolution
 Draft interlocal agreement template provided by TxDOT

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

RESOLUTION NO. 21-0XX

**AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE AN
INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION FOR MATERIAL INSPECTION AND TESTING SERVICES ON
THE 183 PHASE III PROJECT**

WHEREAS, in connection with oversight of the construction of Mobility Authority facilities, it is important to provide for the independent testing and inspection of materials used on each project; and

WHEREAS, the Texas Department of Transportation (TxDOT) has the resources and expertise to provide such material testing and inspection services at a reasonable cost; and

WHEREAS, by Resolution No. 19-019, dated April 24, 2019 the Board approved an interlocal agreement with TxDOT for material inspection and testing services in an amount not to exceed \$1,500,000.00 and with an expiration date of December 31, 2024; and

WHEREAS, following the Board's approval but prior to the execution of the interlocal agreement, TxDOT changed its policy for providing materials testing and inspections services to local entities by removing the independence assurance program from the scope of services and requiring local entities to execute individual agreements for each new transportation project requiring TxDOT services; and

WHEREAS, by Resolution No. 19-055, dated October 30, 2019 the Board authorized the Executive Director to execute project-specific interlocal agreements with TxDOT on behalf of the Mobility Authority for material inspection and testing for Mobility Authority projects in a cumulative amount not to exceed \$1,500,000.00; and

WHEREAS, following the Board's approval but prior to the execution of the project-specific interlocal agreements, TxDOT changed its policy for providing materials testing and inspections services again by adding back the possibility for local entities to utilize TxDOT's independence assurance program and requiring the approval of each project-specific interlocal agreement for materials testing and inspection services through a separate resolution issued by the governing body of the local entity; and

WHEREAS, TxDOT has provided a proposed interlocal agreement for material testing and inspection services on the 183A Phase III Project which is attached hereto as Exhibit A; and

WHEREAS, the Interim Executive Director requests that the Board authorize him to execute the proposed interlocal agreement with TxDOT for materials testing and inspection services for the 183A Phase III Project in an amount not to exceed \$215,000.00 and in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Interim Executive Director to execute an interlocal agreement with TxDOT on behalf of the Mobility Authority for material inspection and testing services for the 183A Phase III Project in an amount not to exceed \$215,000.00 and in the form or substantially the same form attached hereto as Exhibit A. This resolution (Resolution No. 21-0XX) will SUPERSEDE all terms and agreements as outlined in Resolution No. 19-055, dated October 30, 2019.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of April 2021.

Submitted and reviewed by:

Approved:

C. Brian Cassidy, Counsel for the
Central Texas Regional Mobility Authority

Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation

TxDOT
Local Government

II. PURPOSE: Perform independent assurance, material inspection and testing services.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: Payments for services rendered shall be made by the Local Government. The total amount of this contract shall not exceed \$_____ and shall conform to the provisions of **Attachment B**, Budget. Invoices will be issued monthly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on _____ or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

_____ **(Name of Local Government)**

By _____ Date _____
AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

Title _____

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission 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.

By _____ Date _____
Kenneth Stewart
Director of Contract Services

ATTACHMENT A

Scope of Services

The Texas Department of Transportation (TxDOT) agrees to perform material inspection and testing services as requested by the Local Government, and subject to the terms set forth below. Material inspection and testing services to be performed by TxDOT consists of the following:

- Independent assurance testing and sampling services.
- Various inspected materials fabricated off-site (structural steel bridge components, pre-cast concrete stressed/non-stressed products, and miscellaneous fabricated products).
- Other materials inspection and testing as agreed upon in writing by TxDOT and the Local Government.

Inspections will be performed in compliance with the specifications and instructions supplied by the Local Government and are subject to the terms and conditions described below. Written inspection or test reports will be provided to the Local Government in accordance with TxDOT's existing policies as inspection and testing services are performed by TxDOT.

TERMS AND CONDITIONS

Prior to the commencement of material inspection and testing services, the Local Government shall provide TxDOT with a single point of contact for this scope of services. TxDOT will direct all invoices, test reports, questions and other issues to this point of contact. The Local Government shall provide an email address to which invoices will be sent. The Local Government shall provide written notification of a change to the point of contact.

INSPECTED MATERIALS

The Local Government will provide TxDOT a list of the materials requiring inspection. Estimated quantities of each material will also be provided. The types of products and the extent of the inspections will be as agreed upon prior to commencement of any inspections. The level of inspection and documentation furnished for Local Government inspections will be as provided for typical TxDOT projects.

TxDOT will only perform inspection services for the Local Government at structural steel fabrication plants, commercial precast prestressed and non-stressed concrete products plants, and other miscellaneous fabrication plants where TxDOT routinely provides such inspection and testing services for its own highway materials or for others. Out-of-state inspections for Local Government will be performed only when TxDOT has employees scheduled to conduct inspections for TxDOT projects at the requested locations, unless agreed upon otherwise. All out-of-state inspections will require reimbursement of the additional costs for travel (airfare, lodging, per diem, vehicle rentals, and other miscellaneous costs). Reimbursement will be requested through invoices from TxDOT.

TxDOT reserves the right to prioritize or reschedule any inspection and testing services according to the following:

- Inspection and testing services may be cancelled or deferred due to unavailability of TxDOT personnel to perform the necessary inspection
- Inspections for the Local Government will be given lower priority than inspections performed by TxDOT for TxDOT projects
- Inspections for the Local Government may be rescheduled to coincide with the inspection of products for TxDOT projects.

The Local Government and its fabricators will abide by the Nonconformance Report (NCR) process utilized by TxDOT for disposition of products that do not meet the requirements of the Local Government's specifications provided.

INDEPENDENT ASSURANCE

The Local Government will provide TxDOT a list of the elements of the Local Government's Independent Assurance Program, including all equipment and personnel requiring evaluation and verification. The types of products and the extent of the sampling and testing procedures will be agreed upon prior to commencement of any evaluation or verification by TxDOT. The level of evaluation, verification and documentation furnished for the Local Government will be as required for similar TxDOT projects. The Local Government will compensate TxDOT for all direct costs of salaries and related expenses incurred by TxDOT in providing independent assurance services.

WORK REQUESTS

Fabrication Inspection

A minimum of two (2) weeks prior to TxDOT performing any inspections, the Local Government will submit Work Requests to TxDOT. Submit one Work Request per Fabricator and include the following:

- Project information (i.e. contract number, CSJ, etc.)
- Work description
- Type and estimated quantity of material(s) to be inspected
- Fabricator information (Name, contact person, phone number, physical location)
- Name, title, signature, and telephone number of the Local Government's authorized representative.
- Specification Item or Special Specification to be used for inspection
- List of the Local Government's amendments to Specification Item
- Local Governments Special Specifications
- Complete set of necessary design drawings, material specifications, and shop drawing files in Adobe .pdf format to perform inspection of the material.

Incomplete Work Requests will not be accepted. E-mail completed Work Requests, with attachments, as an Adobe .pdf format to MTD_Structuralcorrespondence@txdot.gov and include "Work Request" in the subject line.

Independent Assurance

A minimum of two (2) weeks prior to TxDOT providing independent assurance, the Local Government will submit Work Requests to TxDOT. Submit one Work Request and include the following:

- Project information (i.e. contract number, CSJ, etc.)
- Work description
- List of equipment or personnel requiring evaluation and verification
- Desired date of completion or comparison
- Name, title, signature, and telephone number of the Local Government's authorized representative.

Incomplete Work Requests will not be accepted. E-mail completed Work Requests to AUS_District_Laboratory@txdot.gov and include "Work Request" in the subject line.

TEST REPORTS

TxDOT will send test reports and pertinent information to the Local Government's designated point of contact for services performed as attachments to invoices for services.

ATTACHMENT B

Budget

Texas Department of Transportation Inspection & Testing Rates

TxDOT will only perform inspection and testing services outlined in Attachment A.

Charges will be based on rates in effect at the time inspection and testing services are performed.

Current Inspection and Testing Rates are published at

http://ftp.dot.state.tx.us/pub/txdot/mtd/inspection_testing.pdf

Invoices will be sent to the Local Government on a monthly basis. Payments are due within 30 days of date of invoice and will be mailed to the following address:

Texas Department of Transportation
P. O. Box 149001
Austin, Texas 78714-9001

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 11. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

| | |
|--------------------------|---|
| Local Government: | |
| TxDOT: | Texas Department of Transportation Attention: Director, Contract Services 125 East 11th Street Austin, TX 78701-2483 |

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

DRAFT

ATTACHMENT D
Resolution or Ordinance

DRAFT

ATTACHMENT E
Location Maps Showing Project

DRAFT



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #9

Authorize the Interim Executive Director to execute an Interlocal Agreement with Texas Department of Transportation for materials inspection and testing services for the 183 North Mobility Project

| | |
|---------------------------|---|
| Strategic Plan Relevance: | Regional Mobility |
| Department: | Engineering |
| Contact: | Mike Sexton, P.E., Acting Director of Engineering |
| Associated Costs: | Incremental Cost/Service with a not to exceed of \$600,000.00 |
| Funding Source: | Capital Project Funds |
| Action Requested: | Consider and act on draft resolutions |

Project Description/Background – As a part of CTRMA’s quality assurance program, a variety of materials inspection and testing are performed on all transportation construction projects. These inspections and tests, performed by an independent provider, verify that the material installed by the contractor conforms to the requirements outlined in the project specifications. With few exceptions, CTRMA is required to utilize Texas Department of Transportation (TxDOT) specifications and materials on its projects. TxDOT maintains a staff of embedded inspectors at material fabrication plants statewide, testing materials for use on their projects and for compliance with TxDOT specifications. CTRMA has traditionally maintained an executed Interlocal Agreement (ILA) with TxDOT to utilize the services and efficiency of these experienced, embedded TxDOT inspectors for independent quality assurance of these off-site fabricated materials. For remaining quality assurance measures required on projects outside of the limited scope of the ILA, CTRMA procures independent Construction Engineering and Inspection (CE&I) services on each jobsite, ensuring comprehensive inspections and quality assurance are provided.

Previous Actions/Brief History of the Project/Program – In October of 2004, CTRMA entered into a contract with TxDOT for materials inspection and testing services for

transportation projects. CTRMA executed continuing agreements on October of 2013 and July of 2016.

Action requested/Staff Recommendation - Staff recommends that the Board authorize the Interim Executive Director, or his/her designee, to execute an interlocal agreement with TxDOT for continued support in performing offsite inspection and testing and performing the role of Referee Lab if necessary, on an “as requested” basis for the 183 North Mobility Project in the form or substantially the same form as the attached draft interlocal agreement template. CTRMA will compensate TxDOT for the individual services as they are provided, to a not to exceed threshold of \$600,000.00. The term of the agreement will not exceed the duration of the construction of the project.

Funding - Capital Project Funds

Backup Provided: Draft Resolution
 Draft interlocal agreement template provided by TxDOT

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

RESOLUTION NO. 21-0XX

**AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE AN
INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION FOR MATERIAL INSPECTION AND TESTING SERVICES ON
183 NORTH MOBILITY PROJECT**

WHEREAS, in connection with oversight of the construction of Mobility Authority facilities, it is important to provide for the independent testing and inspection of materials used on each project; and

WHEREAS, the Texas Department of Transportation (TxDOT) has the resources and expertise to provide such material testing and inspection services at a reasonable cost; and

WHEREAS, by Resolution No. 19-019, dated April 24, 2019 the Board approved an interlocal agreement with TxDOT for material inspection and testing services in an amount not to exceed \$1,500,000.00 and with an expiration date of December 31, 2024; and

WHEREAS, following the Board's approval but prior to the execution of the interlocal agreement, TxDOT changed its policy for providing materials testing and inspections services to local entities by removing the independence assurance program from the scope of services and requiring local entities to execute individual agreements for each new transportation project requiring TxDOT services; and

WHEREAS, by Resolution No. 19-055, dated October 30, 2019 the Board authorized the Executive Director to execute project-specific interlocal agreements with TxDOT on behalf of the Mobility Authority for material inspection and testing for Mobility Authority projects in a cumulative amount not to exceed \$1,500,000.00; and

WHEREAS, following the Board's approval but prior to the execution of the project-specific interlocal agreements, TxDOT changed its policy for providing materials testing and inspections services again by adding back the possibility for local entities to utilize TxDOT's independence assurance program and requiring the approval of each project-specific interlocal agreement for materials testing and inspection services through a separate resolution issued by the governing body of the local entity; and

WHEREAS, TxDOT has provided a proposed interlocal agreement for material testing and inspection services on the 183 North Mobility Project which is attached hereto as Exhibit A; and

WHEREAS, the Interim Executive Director requests that the Board authorize him to execute the proposed interlocal agreement with TxDOT for materials testing and inspection services for the 183 North Mobility Project in an amount not to exceed \$600,000.00 and in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Interim Executive Director to execute an interlocal agreement with TxDOT on behalf of the Mobility Authority for material inspection and testing services for the 183 North Mobility Project in an amount not to exceed \$600,000.00 and in the form or substantially the same form attached hereto as Exhibit A. This resolution (Resolution No. 21-0XX) will SUPERSEDE all terms and agreements as outlined in Resolution No. 19-055, dated October 30, 2019.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of April 2021.

Submitted and reviewed by:

Approved:

C. Brian Cassidy, Counsel for the
Central Texas Regional Mobility Authority

Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation

TxDOT
Local Government

II. PURPOSE: Perform independent assurance, material inspection and testing services.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: Payments for services rendered shall be made by the Local Government. The total amount of this contract shall not exceed \$_____ and shall conform to the provisions of **Attachment B**, Budget. Invoices will be issued monthly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on _____ or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

_____ **(Name of Local Government)**

By _____ Date _____
AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

Title _____

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission 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.

By _____ Date _____
Kenneth Stewart
Director of Contract Services

ATTACHMENT A

Scope of Services

The Texas Department of Transportation (TxDOT) agrees to perform material inspection and testing services as requested by the Local Government, and subject to the terms set forth below. Material inspection and testing services to be performed by TxDOT consists of the following:

- Independent assurance testing and sampling services.
- Various inspected materials fabricated off-site (structural steel bridge components, pre-cast concrete stressed/non-stressed products, and miscellaneous fabricated products).
- Other materials inspection and testing as agreed upon in writing by TxDOT and the Local Government.

Inspections will be performed in compliance with the specifications and instructions supplied by the Local Government and are subject to the terms and conditions described below. Written inspection or test reports will be provided to the Local Government in accordance with TxDOT's existing policies as inspection and testing services are performed by TxDOT.

TERMS AND CONDITIONS

Prior to the commencement of material inspection and testing services, the Local Government shall provide TxDOT with a single point of contact for this scope of services. TxDOT will direct all invoices, test reports, questions and other issues to this point of contact. The Local Government shall provide an email address to which invoices will be sent. The Local Government shall provide written notification of a change to the point of contact.

INSPECTED MATERIALS

The Local Government will provide TxDOT a list of the materials requiring inspection. Estimated quantities of each material will also be provided. The types of products and the extent of the inspections will be as agreed upon prior to commencement of any inspections. The level of inspection and documentation furnished for Local Government inspections will be as provided for typical TxDOT projects.

TxDOT will only perform inspection services for the Local Government at structural steel fabrication plants, commercial precast prestressed and non-stressed concrete products plants, and other miscellaneous fabrication plants where TxDOT routinely provides such inspection and testing services for its own highway materials or for others. Out-of-state inspections for Local Government will be performed only when TxDOT has employees scheduled to conduct inspections for TxDOT projects at the requested locations, unless agreed upon otherwise. All out-of-state inspections will require reimbursement of the additional costs for travel (airfare, lodging, per diem, vehicle rentals, and other miscellaneous costs). Reimbursement will be requested through invoices from TxDOT.

TxDOT reserves the right to prioritize or reschedule any inspection and testing services according to the following:

- Inspection and testing services may be cancelled or deferred due to unavailability of TxDOT personnel to perform the necessary inspection
- Inspections for the Local Government will be given lower priority than inspections performed by TxDOT for TxDOT projects
- Inspections for the Local Government may be rescheduled to coincide with the inspection of products for TxDOT projects.

The Local Government and its fabricators will abide by the Nonconformance Report (NCR) process utilized by TxDOT for disposition of products that do not meet the requirements of the Local Government's specifications provided.

INDEPENDENT ASSURANCE

The Local Government will provide TxDOT a list of the elements of the Local Government's Independent Assurance Program, including all equipment and personnel requiring evaluation and verification. The types of products and the extent of the sampling and testing procedures will be agreed upon prior to commencement of any evaluation or verification by TxDOT. The level of evaluation, verification and documentation furnished for the Local Government will be as required for similar TxDOT projects. The Local Government will compensate TxDOT for all direct costs of salaries and related expenses incurred by TxDOT in providing independent assurance services.

WORK REQUESTS

Fabrication Inspection

A minimum of two (2) weeks prior to TxDOT performing any inspections, the Local Government will submit Work Requests to TxDOT. Submit one Work Request per Fabricator and include the following:

- Project information (i.e. contract number, CSJ, etc.)
- Work description
- Type and estimated quantity of material(s) to be inspected
- Fabricator information (Name, contact person, phone number, physical location)
- Name, title, signature, and telephone number of the Local Government's authorized representative.
- Specification Item or Special Specification to be used for inspection
- List of the Local Government's amendments to Specification Item
- Local Governments Special Specifications
- Complete set of necessary design drawings, material specifications, and shop drawing files in Adobe .pdf format to perform inspection of the material.

Incomplete Work Requests will not be accepted. E-mail completed Work Requests, with attachments, as an Adobe .pdf format to MTD_Structuralcorrespondence@txdot.gov and include "Work Request" in the subject line.

Independent Assurance

A minimum of two (2) weeks prior to TxDOT providing independent assurance, the Local Government will submit Work Requests to TxDOT. Submit one Work Request and include the following:

- Project information (i.e. contract number, CSJ, etc.)
- Work description
- List of equipment or personnel requiring evaluation and verification
- Desired date of completion or comparison
- Name, title, signature, and telephone number of the Local Government's authorized representative.

Incomplete Work Requests will not be accepted. E-mail completed Work Requests to AUS_District_Laboratory@txdot.gov and include "Work Request" in the subject line.

TEST REPORTS

TxDOT will send test reports and pertinent information to the Local Government's designated point of contact for services performed as attachments to invoices for services.

ATTACHMENT B

Budget

Texas Department of Transportation Inspection & Testing Rates

TxDOT will only perform inspection and testing services outlined in Attachment A.

Charges will be based on rates in effect at the time inspection and testing services are performed.

Current Inspection and Testing Rates are published at

http://ftp.dot.state.tx.us/pub/txdot/mtd/inspection_testing.pdf

Invoices will be sent to the Local Government on a monthly basis. Payments are due within 30 days of date of invoice and will be mailed to the following address:

Texas Department of Transportation
P. O. Box 149001
Austin, Texas 78714-9001

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ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 11. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

| | |
|--------------------------|---|
| Local Government: | |
| TxDOT: | Texas Department of Transportation Attention: Director, Contract Services 125 East 11th Street Austin, TX 78701-2483 |

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

DRAFT

ATTACHMENT D
Resolution or Ordinance

DRAFT

ATTACHMENT E
Location Maps Showing Project

DRAFT



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #10

Accept the financial statements for
March 2021 and consider the monthly
budget update

Strategic Plan Relevance: Regional Mobility
Department: Finance
Contact: Bill Chapman, Interim Executive Director & Chief
Financial Officer
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on draft resolution

Project Description/Background: Presentation and acceptance of the monthly financial statements for March 2021. Presentation and discussion of the monthly budget update.

Previous Actions & Brief History of the Program/Project: N/A

Financing: N/A

Action requested/Staff Recommendation: Accept the monthly financial statements for March 2021.

Backup provided: Draft Resolution
Draft financial statements for March 2021

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

RESOLUTION NO. 21-0XX

**ACCEPT THE FINANCIAL STATEMENTS FOR
MARCH 2021**

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 William Chapman, Interim Executive Director and Chief Financial Officer, to review invoices, approve disbursements, and prepare and maintain accurate financial records and reports; and

WHEREAS, William Chapman, Interim Executive Director and Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of March 2021, 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 March 2021 attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of April 2021.

Submitted and reviewed by:

Approved:

C. Brian Cassidy, Counsel for the
Central Texas Regional Mobility Authority

Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending March 31, 2021

| | Budget Amount FY 2021 | Actual Year to Date | Percent of Budget | Actual Prior Year to Date |
|------------------------------------|-----------------------------|------------------------|----------------------|------------------------------|
| REVENUE | | | | |
| Operating Revenue | | | | |
| Toll Revenue - Tags | 87,282,802 | 55,213,438 | 63.26% | 69,938,652 |
| Video Tolls | 23,301,118 | 15,780,755 | 67.73% | 17,925,172 |
| Fee Revenue | 8,342,080 | 7,329,702 | 87.86% | 7,982,579 |
| Total Operating Revenue | 118,926,000 | 78,323,894 | 65.86% | 95,846,402 |
| Other Revenue | | | | |
| Interest Income | 2,500,000 | 793,220 | 31.73% | 3,826,169 |
| Grant Revenue | 3,000,000 | 824,587 | 27.49% | 1,586,852 |
| Misc Revenue | 3,000 | 104,830 | 3494.32% | 4,111 |
| Gain/Loss on Sale of Asset | - | - | - | 11,117 |
| Total Other Revenue | 5,503,000 | 1,722,637 | 31.30% | 5,428,249 |
| TOTAL REVENUE | \$124,429,000 | \$80,046,531 | 64.33% | 101,274,651 |
| EXPENSES | | | | |
| Salaries and Benefits | | | | |
| Salary Expense-Regular | 4,773,694 | 3,233,288 | 67.73% | 3,111,601 |
| Salary Reserve | 80,000 | - | - | - |
| TCDRS | 675,000 | 461,555 | 68.38% | 425,578 |
| FICA | 221,877 | 142,659 | 64.30% | 131,284 |
| FICA MED | 72,321 | 49,655 | 68.66% | 45,025 |
| Health Insurance Expense | 513,812 | 341,434 | 66.45% | 314,463 |
| Life Insurance Expense | 8,138 | 7,601 | 93.40% | 6,411 |
| Auto Allowance Expense | 10,200 | 5,525 | 54.17% | 7,225 |
| Other Benefits | 213,038 | 159,132 | 74.70% | 92,183 |
| Unemployment Taxes | 4,608 | 4,995 | 108.39% | 368 |
| Total Salaries and Benefits | 6,572,687 | 4,405,844 | 67.03% | 4,134,137 |

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending March 31, 2021

| | Budget Amount FY 2021 | Actual Year to Date | Percent of Budget | Actual Prior Year to Date |
|---|-----------------------------|------------------------|----------------------|------------------------------|
| Administrative | | | | |
| Administrative and Office Expenses | | | | |
| Accounting | 8,000 | 7,033 | 87.91% | 6,343 |
| Auditing | 115,000 | 91,475 | 79.54% | 110,236 |
| Human Resources | 52,000 | 8,763 | 16.85% | 23,051 |
| IT Services | 242,000 | 162,601 | 67.19% | 99,330 |
| Internet | 450 | - | - | 215 |
| Software Licenses | 347,000 | 221,886 | 63.94% | 43,758 |
| Cell Phones | 24,185 | 14,910 | 61.65% | 16,038 |
| Local Telephone Service | 95,000 | 66,829 | 70.35% | 75,100 |
| Overnight Delivery Services | 350 | 49 | 14.11% | 53 |
| Local Delivery Services | 50 | 12 | 24.56% | 25 |
| Copy Machine | 15,264 | 11,448 | 75.00% | 11,448 |
| Repair & Maintenance-General | 12,000 | 3,153 | 26.28% | 6,086 |
| Meeting Facilities | 5,000 | - | - | - |
| Meeting Expense | 14,750 | 1,465 | 9.93% | 11,997 |
| Toll Tag Expense | 3,050 | 1,200 | 39.34% | 1,750 |
| Parking / Local Ride Share | 2,900 | 29 | 0.98% | 1,528 |
| Mileage Reimbursement | 6,800 | 120 | 1.77% | 2,176 |
| Insurance Expense | 450,998 | 379,222 | 84.09% | 220,738 |
| Rent Expense | 570,000 | 425,150 | 74.59% | 396,936 |
| Building Parking | 11,000 | 122 | 1.11% | 12,733 |
| Legal Services | 591,000 | 186,074 | 31.48% | 213,803 |
| Total Administrative and Office Expenses | 2,566,797 | 1,581,541 | 61.62% | 1,253,344 |
| Office Supplies | | | | |
| Books & Publications | 4,750 | 2,266 | 47.71% | 1,653 |
| Office Supplies | 9,500 | 3,645 | 38.37% | 5,416 |
| Misc Office Equipment | 6,750 | 101 | 1.50% | 3,610 |
| Computer Supplies | 36,350 | 41,108 | 113.09% | 53,019 |
| Copy Supplies | 1,500 | 93 | 6.18% | 1,201 |
| Other Reports-Printing | 8,000 | - | - | - |
| Office Supplies-Printed | 3,100 | 139 | 4.48% | 3,150 |
| Postage Expense | 1,150 | 441 | 38.39% | 290 |
| Total Office Supplies | 71,100 | 47,793 | 67.22% | 68,339 |

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending March 31, 2021

| | Budget | | | |
|--|------------------|------------------|---------------|------------------|
| | Amount FY | Actual Year to | Percent of | Actual Prior |
| | 2021 | Date | Budget | Year to Date |
| Communications and Public Relations | | | | |
| Graphic Design Services | 20,000 | - | - | - |
| Website Maintenance | 50,000 | 27,066 | 54.13% | 20,069 |
| Research Services | 115,000 | 84,003 | 73.05% | 53,104 |
| Communications and Marketing | 125,000 | 82,312 | 65.85% | 202,773 |
| Advertising Expense | 150,000 | 151,316 | 100.88% | 345,911 |
| Direct Mail | 5,000 | - | - | - |
| Video Production | 10,000 | 15,101 | 151.01% | 31,288 |
| Photography | 5,000 | - | - | 379 |
| Radio | - | - | - | 3,480 |
| Other Public Relations | 55,000 | 10,576 | 19.23% | 3,918 |
| Promotional Items | - | 1,260 | - | 6,907 |
| Annual Report printing | 6,500 | 553 | 8.51% | - |
| Direct Mail Printing | 30,000 | 770 | 2.57% | - |
| Other Communication Expenses | 33,000 | 2,502 | 7.58% | 14,349 |
| Total Communications and Public Relations | 604,500 | 375,459 | 62.11% | 682,178 |
| Employee Development | | | | |
| Subscriptions | 2,873 | 1,192 | 41.47% | 1,460 |
| Agency Memberships | 60,980 | 40,436 | 66.31% | 51,158 |
| Continuing Education | 9,200 | 695 | 7.55% | 1,409 |
| Professional Development | 7,000 | - | - | 9,165 |
| Other Licenses | 1,250 | 758 | 60.66% | 731 |
| Seminars and Conferences | 38,500 | (7,029) | -18.26% | 24,986 |
| Travel | - | - | - | 90,586 |
| Total Employee Development | 119,803 | 36,052 | 30.09% | 179,495 |
| Financing and Banking Fees | | | | |
| Trustee Fees | 48,000 | 41,600 | 86.67% | 46,775 |
| Bank Fee Expense | 2,000 | 665 | 33.23% | 1,247 |
| Continuing Disclosure | 4,000 | 3,500 | 87.50% | 3,634 |
| Arbitrage Rebate Calculation | 10,000 | 9,975 | 99.75% | 9,250 |
| Rating Agency Expense | 24,000 | 7,500 | 31.25% | 104,000 |
| Total Financing and Banking Fees | 88,000 | 63,240 | 71.86% | 164,905 |
| Total Administrative | 3,450,200 | 2,104,084 | 60.98% | 2,348,261 |

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending March 31, 2021

| | Budget Amount FY 2021 | Actual Year to Date | Percent of Budget | Actual Prior Year to Date |
|--|-----------------------------|------------------------|----------------------|------------------------------|
| Operations and Maintenance | | | | |
| Operations and Maintenance Consulting | | | | |
| GEC-Trust Indenture Support | 350,129 | 393,039 | 112.26% | 244,188 |
| GEC-Financial Planning Support | 209,410 | 101,852 | 48.64% | 91,093 |
| GEC-Toll Ops Support | 800,000 | 144,489 | 18.06% | 350,088 |
| GEC-Roadway Ops Support | 682,969 | 512,613 | 75.06% | 615,756 |
| GEC-Technology Support | 741,461 | 517,733 | 69.83% | 607,323 |
| GEC-Public Information Support | 100,000 | 50,257 | 50.26% | 165,708 |
| GEC-General Support | 1,158,085 | 424,174 | 36.63% | 1,067,869 |
| General System Consultant | 1,082,515 | 408,640 | 37.75% | 548,775 |
| Traffic Modeling | 50,000 | 33,937 | 67.87% | - |
| Traffic and Revenue Consultant | 150,000 | 149,980 | 99.99% | 148,299 |
| Total Operations and Maintenance Consulting | 5,324,569 | 2,736,713 | 51.40% | 3,839,099 |
| Roadway Operations and Maintenance | | | | |
| Roadway Maintenance | 3,963,810 | 2,090,711 | 52.74% | 2,452,441 |
| Landscape Maintenance | 2,665,410 | 1,390,505 | 52.17% | - |
| Signal & Illumination Maint | 50,000 | - | - | 47,667 |
| Maintenance Supplies-Roadway | 250,000 | 69,880 | 27.95% | 16,735 |
| Tools & Equipment Expense | 1,500 | 2,349 | 156.63% | 568 |
| Gasoline | 30,500 | 7,978 | 26.16% | 9,754 |
| Repair & Maintenance - Vehicles | 11,000 | 4,212 | 38.29% | 6,075 |
| Natural Gas | - | 1,845 | - | - |
| Electricity - Roadways | 250,000 | 131,480 | 52.59% | 133,396 |
| Total Roadway Operations and Maintenance | 7,222,220 | 3,698,962 | 51.22% | 2,666,636 |
| Toll Processing and Collection Expense | | | | |
| Image Processing | 1,200,000 | 1,408,339 | 117.36% | 1,271,747 |
| Tag Collection Fees | 5,000,000 | 4,363,854 | 87.28% | 4,468,526 |
| Court Enforcement Costs | 90,000 | - | - | - |
| DMV Lookup Fees | 1,000 | - | - | 394 |
| Total Processing and Collection Expense | 6,291,000 | 5,772,194 | 91.75% | 5,740,667 |

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending March 31, 2021

| | Budget Amount FY 2021 | Actual Year to Date | Percent of Budget | Actual Prior Year to Date |
|---|-----------------------------|------------------------|----------------------|------------------------------|
| Toll Operations Expense | | | | |
| Generator Fuel | 3,000 | 1,409 | 46.96% | 1,778 |
| Fire and Burglar Alarm | 500 | 370 | 74.02% | 370 |
| Refuse | 2,400 | 1,351 | 56.28% | 1,469 |
| Water - Irrigation | 7,500 | 3,006 | 40.08% | 3,419 |
| Electricity | 500 | 515 | 103.03% | 357 |
| ETC spare parts expense | 50,000 | 137,786 | 275.57% | 8,272 |
| Repair & Maintenance Toll Equip | - | 23,555 | - | - |
| Law Enforcement | 300,000 | 116,368 | 38.79% | 11,555 |
| ETC Maintenance Contract | 4,191,000 | 2,757,146 | 65.79% | 1,114,182 |
| ETC Toll Management Center System Operation | 534,000 | 332,116 | 62.19% | - |
| ETC Development | 1,250,000 | 874,069 | 69.93% | 405,789 |
| ETC Testing | 200,000 | 1,687 | 0.84% | 109,443 |
| Total Toll Operations Expense | 6,538,900 | 4,249,377 | 64.99% | 1,656,635 |
| Total Operations and Maintenance | 25,376,689 | 16,457,246 | 64.85% | 13,903,037 |
| Other Expenses | | | | |
| Special Projects and Contingencies | | | | |
| HERO | 148,000 | 110,872 | 74.91% | 98,553 |
| Special Projects | - | 28,662 | - | 18,738 |
| 71 Express Net Revenue Payment | 2,300,000 | 2,538,012 | 110.35% | 3,364,737 |
| Technology Initiatives | 125,000 | 120,200 | 96.16% | 201,837 |
| Other Contractual Svcs | 220,000 | 149,000 | 67.73% | 122,000 |
| Contingency | 750,000 | 20,000 | 2.67% | 10,000 |
| Total Special Projects and Contingencies | 3,543,000 | 2,966,745 | 83.74% | 3,815,864 |

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending March 31, 2021

| | Budget Amount FY 2021 | Actual Year to Date | Percent of Budget | Actual Prior Year to Date |
|-------------------------------------|-----------------------------|------------------------|----------------------|------------------------------|
| Non Cash Expenses | | | | |
| Amortization Expense | 1,000,000 | 678,750 | 67.87% | 713,915 |
| Amort Expense - Refund Savings | 1,050,000 | 1,574,474 | 149.95% | 787,475 |
| Dep Exp - Furniture & Fixtures | 2,620 | 1,960 | 74.82% | 1,960 |
| Dep Expense - Equipment | 59,000 | 1,875 | 3.18% | 44,273 |
| Dep Expense - Autos & Trucks | 30,000 | 28,151 | 93.84% | 22,307 |
| Dep Expense - Building & Toll Fac | 176,800 | 132,561 | 74.98% | 132,561 |
| Dep Expense - Highways & Bridges | 40,000,000 | 26,088,253 | 65.22% | 24,532,176 |
| Dep Expense - Toll Equipment | 4,000,000 | 2,743,373 | 68.58% | 2,705,996 |
| Dep Expense - Signs | 800,000 | 762,428 | 95.30% | 590,608 |
| Dep Expense - Land Improvements | 985,000 | 663,701 | 67.38% | 737,445 |
| Depreciation Expense - Computers | 75,000 | 144,094 | 192.13% | 54,327 |
| Undevelopable Projects | - | 973,161 | - | - |
| Total Non Cash Expenses | 48,178,420 | 33,792,781 | 70.14% | 30,323,042 |
| Total Other Expenses | 51,721,420 | 36,759,526 | 71.07% | 34,138,906 |
| Non Operating Expenses | | | | |
| Bond Issuance Expense | 2,000,000 | 470,606 | 23.53% | 1,206,793 |
| Loan Fee Expense | 50,000 | 28,000 | 56.00% | 27,000 |
| Interest Expense | 42,091,626 | 34,260,408 | 81.39% | 28,827,814 |
| CAMPO RIF Payment | - | - | - | 3,000,000 |
| Community Initiatives | 65,000 | 62,050 | 95.46% | 103,261 |
| Total Non Operating Expenses | 44,206,626 | 34,821,063 | 78.77% | 33,164,868 |
| TOTAL EXPENSES | \$131,327,621 | \$94,547,764 | 71.99% | \$87,689,208 |
| Net Income | (\$6,898,621) | (\$14,501,232) | | 13,585,443 |

Central Texas Regional Mobility Authority
Balance Sheet
as of March 31, 2021

| | as of 03/31/2021 | as of 03/31/2020 |
|--|--------------------------------|--------------------------------|
| ASSETS | | |
| Current Assets | | |
| Cash | | |
| Regions Operating Account | \$ 1,684,520 | \$ 783,501 |
| Cash in TexStar | 440,189 | 239,803 |
| Regions Payroll Account | 123,898 | 55,569 |
| Restricted Cash | | |
| Goldman Sachs FSGF 465 | 259,631,811 | 161,083,938 |
| Restricted Cash - TexSTAR | 171,937,431 | 309,853,572 |
| Overpayments account | 719,406 | 698,396 |
| Total Cash and Cash Equivalents | <u>434,537,255</u> | <u>472,714,778</u> |
| Accounts Receivable | | |
| Accounts Receivable | 2,770,089 | 2,770,089 |
| Due From Other Agencies | 73,011 | 56,073 |
| Due From TTA | 5,174,406 | 469,891 |
| Due From NTTA | 930,083 | 761,250 |
| Due From HCTRA | 1,399,884 | 999,820 |
| Due From TxDOT | 1,100,563 | 1,420,937 |
| Interest Receivable | 97,930 | 97,930 |
| Total Receivables | <u>11,545,965</u> | <u>6,575,989</u> |
| Short Term Investments | | |
| Treasuries | 270,503,411 | 9,855,135 |
| Agencies | - | 10,144,865 |
| Total Short Term Investments | <u>270,503,411</u> | <u>20,000,000</u> |
| Total Current Assets | <u>716,586,631</u> | <u>499,290,768</u> |
| Total Construction in Progress | 676,195,148 | 566,615,909 |
| Fixed Assets (Net of Depreciation and Amortization) | | |
| Computers | 334,858 | 528,000 |
| Computer Software | 2,728,708 | 3,616,709 |
| Furniture and Fixtures | 5,445 | 8,059 |
| Equipment | 2,749 | 5,249 |
| Autos and Trucks | 45,268 | 82,004 |
| Buildings and Toll Facilities | 4,637,953 | 4,814,701 |
| Highways and Bridges | 1,167,528,590 | 1,202,182,549 |
| Toll Equipment | 20,129,875 | 23,787,705 |
| Signs | 13,750,158 | 13,281,605 |
| Land Improvements | 7,305,436 | 8,190,370 |
| Right of way | 88,149,606 | 88,149,606 |
| Leasehold Improvements | 102,390 | 148,533 |
| Total Fixed Assets | <u>1,304,721,036</u> | <u>1,344,795,090</u> |
| Other Assets | | |
| Intangible Assets-Net | 136,168,024 | 101,523,559 |
| 2005 Bond Insurance Costs | 3,700,810 | 3,914,318 |
| Prepaid Insurance | 273,105 | 329,226 |
| Deferred Outflows (pension related) | 198,767 | 866,997 |
| Pension Asset | 896,834 | 177,226 |
| Total Other Assets | <u>141,237,540</u> | <u>106,811,326</u> |
| Total Assets | <u><u>\$ 2,838,740,354</u></u> | <u><u>\$ 2,517,513,093</u></u> |

Central Texas Regional Mobility Authority
Balance Sheet
as of March 31, 2021

| | as of 03/31/2021 | as of 03/31/2020 |
|---|----------------------|----------------------|
| LIABILITIES | | |
| Current Liabilities | | |
| Accounts Payable | \$ 7,722,216 | \$ 57,471 |
| Construction Payable | 16,187,368 | 24,330,131 |
| Overpayments | 722,663 | 701,574 |
| Interest Payable | 19,466,483 | 9,648,135 |
| Due to other Funds | 1,687,633 | - |
| TCDRS Payable | 58,263 | 68,785 |
| Due to other Agencies | 6,011 | 5,513 |
| Due to TTA | 1,959,154 | 446,451 |
| Due to NTTA | 66,721 | 50,683 |
| Due to HCTRA | 101,746 | 71,553 |
| Due to Other Entities | 945,744 | 801,514 |
| 71E TxDOT Obligation - ST | 471,091 | 643,193 |
| Total Current Liabilities | 49,395,092 | 36,825,001 |
| Long Term Liabilities | | |
| Compensated Absences | 372,715 | 543,329 |
| Deferred Inflows (pension related) | 164,402 | 206,675 |
| Long Term Payables | 537,118 | 750,004 |
| Bonds Payable | | |
| Senior Lien Revenue Bonds: | | |
| Senior Lien Revenue Bonds 2010 | 79,818,340 | 74,082,421 |
| Senior Lien Revenue Bonds 2011 | 18,283,234 | 17,186,243 |
| Senior Refunding Bonds 2013 | 7,080,000 | 133,195,000 |
| Senior Lien Revenue Bonds 2015 | 298,790,000 | 298,790,000 |
| Senior Lien Put Bnd 2015 | - | 68,785,000 |
| Senior Lien Refunding Revenue Bonds 2016 | 348,295,000 | 356,785,000 |
| Senior Lien Revenue Bonds 2018 | 44,345,000 | 44,345,000 |
| Senior Lien Revenue Bonds 2020A | 50,265,000 | 50,265,000 |
| Senior Lien Refunding Bonds 2020B | 56,205,000 | - |
| Senior Lien Refunding Bonds 2020C | 138,435,000 | - |
| Senior Lien Revenue Bonds 2020E | 167,160,000 | - |
| Sn Lien Rev Bnd Prem/Disc 2013 | 3,876,421 | 4,923,910 |
| Sn Lien Revenue Bnd Prem 2015 | 17,486,960 | 18,982,591 |
| Sn Lien Put Bnd Prem 2015 | - | 931,202 |
| Senior lien premium 2016 revenue bonds | 39,952,470 | 44,148,970 |
| Sn Lien Revenue Bond Premium 2018 | 3,483,007 | 3,749,580 |
| Senior Lien Revenue Bond Premium 2020A | 11,549,072 | 11,677,381 |
| Senior Lien Refunding Bond Premium 2020B | 12,440,500 | - |
| Senior Lien Revenue Bonds Premium 2020E | 27,927,999 | - |
| Total Senior Lien Revenue Bonds | 1,325,393,003 | 1,127,847,298 |
| Sub Lien Revenue Bonds: | | |
| Sub Lien Refunding Bonds 2013 | 5,320,000 | 95,945,000 |
| Sub Lien Refunding Bonds 2016 | 73,055,000 | 73,490,000 |
| Subordinated Lien BANs 2018 | 46,020,000 | 46,020,000 |
| Sub Lien Refunding Bonds 2020D | 99,705,000 | - |
| Subordinated Lien BANs 2020F | 110,875,000 | - |
| Subordinate Lien Refunding Bonds 2020G | 61,570,000 | - |
| Sub Refunding 2013 Prem/Disc | 827,120 | 1,062,919 |
| Sub Refunding 2016 Prem/Disc | 6,824,452 | 7,662,882 |
| Sub Lien BANS 2018 Premium | 396,850 | 925,983 |
| Subordinated Lien BANs 2020F Premium | 15,010,743 | - |
| Subordinated Lien Refunding Bonds Premium 2020G | 7,673,184 | - |
| Total Sub Lien Revenue Bonds | 427,277,348 | 225,106,784 |

Central Texas Regional Mobility Authority
Balance Sheet
as of March 31, 2021

| | as of 03/31/2021 | as of 03/31/2020 |
|---|--------------------------------|--------------------------------|
| Other Obligations | | |
| TIFIA Note 2015 | - | 294,780,303 |
| TIFIA Note 2019 | - | 51,164 |
| TIFIA Note 2021 | 303,548,475 | - |
| SIB Loan 2015 | - | 34,032,353 |
| State Highway Fund Loan 2015 | - | 34,052,383 |
| 71E TxDOT Obligation - LT | 60,728,211 | 60,728,211 |
| Regions 2017 MoPAC Note | 24,990,900 | 24,990,900 |
| Total Other Obligations | <u>389,267,586</u> | <u>448,635,312</u> |
| Total Long Term Liabilities | <u>2,142,475,055</u> | <u>1,802,339,398</u> |
| Total Liabilities | <u>2,191,870,146</u> | <u>1,839,164,399</u> |
| | NET ASSETS | |
| Contributed Capital | 121,462,104 | 121,202,391 |
| Net Assets Beginning | 546,814,559 | 543,574,433 |
| Current Year Operations | (21,406,455) | 13,571,870 |
| Total Net Assets | <u>646,870,208</u> | <u>678,348,694</u> |
| Total Liabilities and Net Assets | <u>\$ 2,838,740,354</u> | <u>\$ 2,517,513,093</u> |

Central Texas Regional Mobility Authority
Statement of Cash Flow
as of March 2021

Cash flows from operating activities:

| | | |
|---|----|--------------|
| Receipts from toll revenues | \$ | 78,211,689 |
| Receipts from interest income | | 639,223 |
| Payments to vendors | | (27,766,684) |
| Payments to employees | | (4,717,256) |
| Net cash flows provided by (used in) operating activities | | 46,366,971 |

Cash flows from capital and related financing activities:

| | | |
|---|--|--------------|
| Proceeds from notes payable | | 320,586,997 |
| Payments on bonds | | (16,122,871) |
| Interest payments | | (56,727,035) |
| Acquisitions of construction in progress | | (49,213,597) |
| Net cash flows provided by (used in) capital and related financing activities | | 198,523,494 |

Cash flows from investing activities:

| | | |
|---|----|---------------|
| Purchase of investments | | (361,923,534) |
| Proceeds from sale or maturity of investments | | 232,120,218 |
| Net cash flows provided by (used in) investing activities | | (129,673,317) |
| Net increase (decrease) in cash and cash equivalents | | 115,217,148 |
| Cash and cash equivalents at beginning of period | | 146,942,487 |
| Cash and cash equivalents at end of period | \$ | 262,159,635 |

Reconciliation of change in net assets to net cash provided by operating activities:

| | | |
|---|----|-------------|
| Operating income | \$ | 19,390,415 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Depreciation and amortization | | 33,001,107 |
| Changes in assets and liabilities: | | |
| (Increase) decrease in accounts receivable | | (112,206) |
| (Increase) decrease in prepaid expenses and other assets | | 31,718 |
| (Decrease) increase in accounts payable | | (2,511,534) |
| Increase (decrease) in accrued expenses | | (3,338,878) |
| (Decrease) increase in Pension Asset | | (719,608) |
| (Increase) in deferred outflows of resources | | 668,230 |
| (Increase) in deferred inflows of resources | | (42,273) |
| Total adjustments | | 26,976,556 |
| Net cash flows provided by (used in) operating activities | \$ | 46,366,971 |

Reconciliation of cash and cash equivalents:

| | | |
|--|----|-------------|
| Unrestricted cash and cash equivalents | \$ | 2,527,824 |
| Restricted cash and cash equivalents | | 259,631,811 |
| Total | \$ | 262,159,635 |

INVESTMENTS by FUND

| | | Balance | |
|--|---------------|--------------------------|--|
| | | March 31, 2021 | |
| Renewal & Replacement Fund | | | |
| TexSTAR | 389,792.44 | | |
| Goldman Sachs | 34.67 | | |
| Agencies/ Treasuries | | 389,827.11 | |
| Grant Fund | | | |
| TexSTAR | 4,454,375.04 | | |
| Goldman Sachs | 5,626,512.35 | | |
| Agencies/ Treasuries | - | 10,080,887.39 | |
| Senior Debt Service Reserve Fund | | | |
| TexSTAR | 17,727,309.74 | | |
| Goldman Sachs | 640,115.00 | | |
| Agencies/ Treasuries | 74,433,372.42 | 92,800,797.16 | |
| 2010 Senior Lien Debt Service Account | | | |
| Goldman Sachs | 60,636.39 | 60,636.39 | |
| 2011 Sr Debt Service Accountt | | | |
| Goldman Sachs | 813,190.16 | 813,190.16 | |
| 2013 Sr Debt Service Accountt | | | |
| Goldman Sachs | 1,218,634.50 | 1,218,634.50 | |
| 2013 Sub Debt Service Account | | | |
| Goldman Sachs | 908,566.61 | 908,566.61 | |
| 2013 Sub Debt Service Reserve Fund | | | |
| Goldman Sachs | 59.70 | 780,760.26 | |
| TexSTAR | 780,700.56 | | |
| 2015 Sr Debt Service Account | | | |
| Goldman Sachs | 2,307,019.58 | 2,307,019.58 | |
| 2015 Sr Capitalized Interest | | | |
| Goldman Sachs | - | 2,856,684.96 | |
| TexSTAR | 2,856,684.96 | | |
| 2016 Sr Lien Rev Refunding Debt Service Account | | | |
| Goldman Sachs | 7,138,963.73 | 7,138,963.73 | |
| 2016 Sub Lien Rev Refunding Debt Service Account | | | |
| Goldman Sachs | 939,813.71 | 939,813.71 | |
| 2016 Sub Lien Rev Refunding DSR | | | |
| Goldman Sachs | 3,523,149.65 | | |
| Agencies/ Treasuries | 3,473,102.91 | 6,996,252.56 | |
| Operating Fund | | | |
| TexSTAR | 440,189.04 | | |
| TexSTAR-Trustee | 6,002,401.33 | | |
| Goldman Sachs | 637,919.86 | 7,080,510.23 | |
| Revenue Fund | | | |
| Goldman Sachs | 5,299,171.87 | 5,299,171.87 | |
| General Fund | | | |
| TexSTAR | 29,878,557.34 | | |
| Goldman Sachs | 2,306,766.47 | | |
| Agencies/ Treasuries | 49,622,078.65 | 81,807,402.46 | |
| 71E Revenue Fund | | | |
| Goldman Sachs | 13,737,958.26 | 13,737,958.26 | |
| MoPac Revenue Fund | | | |
| Goldman Sachs | 26,606.12 | 26,606.12 | |
| MoPac General Fund | | | |
| Goldman Sachs | 9,136,837.41 | 9,136,837.41 | |
| MoPac Operating Fund | | | |
| Goldman Sachs | 2,306,354.68 | 2,306,354.68 | |
| MoPac Loan Repayment Fund | | | |
| Goldman Sachs | 34,128.41 | 34,128.41 | |
| 2015B Project Account | | | |
| Goldman Sachs | 15,974,672.62 | | |
| TexSTAR | 26,348,550.56 | 42,323,223.18 | |
| 2015 TIFIA Project Account | | | |
| Goldman Sachs | 39,017.38 | | |
| TexSTAR | 60,225,010.17 | | |
| Agencies/ Treasuries | - | 60,264,027.55 | |
| 2011 Sr Financial Assistance Fund | | | |
| Goldman Sachs | - | 10,342,907.95 | |
| TexSTAR | 10,342,907.95 | | |
| 2018 Sr Lien Project Cap I | | | |
| Goldman Sachs | 3,523,006.68 | 3,523,006.68 | |
| 2018 Sr Lien Project Account | | | |
| Goldman Sachs | 3,115,785.08 | | |
| TexSTAR | 12,931,140.98 | 16,046,926.06 | |
| 2018 Sub Debt Service Account | | | |
| Goldman Sachs | 2,292,718.01 | 2,292,718.01 | |
| 2020A Senior Lien Debt Service Account | | | |
| Goldman Sachs | 628,374.53 | 628,374.53 | |
| 2020 SH 45SW Project Account | | | |
| Goldman Sachs | 1,040,715.66 | 1,040,715.66 | |
| 2020B Senior Lien Debt Service Account | | | |
| Goldman Sachs | 831,825.58 | 831,825.58 | |
| 2020C Senior Lien Debt Service Account | | | |
| Goldman Sachs | 944,815.64 | 944,815.64 | |
| 2020D Senior Lien Debt Service Account | | | |
| Goldman Sachs | 1,297,690.63 | 1,297,690.63 | |
| 2020D Sub Debt Service Reserve Fund | | | |
| Goldman Sachs | 4,151,549.17 | | |
| Agencies/ Treasuries | 3,969,623.85 | 8,121,173.02 | |
| 2020E Senior Lien Project Account | | | |
| Goldman Sachs | 71,159,950.43 | | |
| Agencies/ Treasuries | 80,375,344.30 | 151,535,294.73 | |
| 2020E Senior Lien Project Cap Interest | | | |
| Goldman Sachs | 32,850,799.31 | 32,850,799.31 | |
| 2020F Sub Lien Project Account | | | |
| Goldman Sachs | 42,637,390.41 | | |
| Agencies/ Treasuries | 58,629,888.40 | 101,267,278.81 | |
| 2020F Sub Lien Deb Service Account | | | |
| Goldman Sachs | 1,385,964.77 | 1,385,964.77 | |
| 2020G Sub Lien Debt Service Account | | | |
| Goldman Sachs | 684,019.96 | 684,019.96 | |
| 2020G Sub Lien Debt Service Reserve Account | | | |
| Goldman Sachs | 1,017,890.95 | 1,017,890.95 | |
| 2021A Sub Lien Debt Service Reserve Account | | | |
| Goldman Sachs | 4,927,391.56 | 4,927,391.56 | |
| | | 21,843,468.35 | |
| | | \$ 688,047,048.14 | |

CTRMA INVESTMENT REPORT

| | Month Ending 3/31/2021 | | | | | Rate March | |
|--|------------------------|-----------------------|--------------------------|------------------|-----------------------|-----------------------|----------------------|
| | Balance 3/1/2021 | Additions | Discount Amortization | Accrued Interest | Withdrawals | | Balance 3/31/2021 |
| Amount in Trustee TexStar | | | | | | | |
| 2011 Sr Lien Financial Assist Fund | 10,342,718.41 | | | 189.54 | | 10,342,907.95 | 0.0216% |
| 2013 Sub Lien Debt Service Reserve General Fund | 780,686.24 | | | 14.32 | | 780,700.56 | 0.0216% |
| Trustee Operating Fund | 79,877,256.32 | | | 882.10 | 49,999,581.08 | 29,878,557.34 | 0.0216% |
| Renewal and Replacement Grant Fund | 4,602,297.51 | 3,000,000.00 | | 103.82 | 1,600,000.00 | 6,002,401.33 | 0.0216% |
| Senior Lien Debt Service Reserve Fund | 389,785.30 | | | 7.14 | | 389,792.44 | 0.0216% |
| 2015A Sr Ln Project Cap Interest | 4,454,293.44 | | | 81.60 | | 4,454,375.04 | 0.0216% |
| 2015B Sr Ln Project | 78,584,907.87 | | | 732.11 | 60,858,330.24 | 17,727,309.74 | 0.0216% |
| 2015C TIFIA Project | 2,856,632.60 | | | 52.36 | | 2,856,684.96 | 0.0216% |
| 2018 Sr Lien Project Account | 26,348,067.76 | | | 482.80 | | 26,348,550.56 | 0.0216% |
| | 61,333,902.38 | | | 1,107.79 | 1,110,000.00 | 60,225,010.17 | 0.0216% |
| | 12,930,904.03 | | | 236.95 | | 12,931,140.98 | 0.0216% |
| | 282,501,451.86 | 3,000,000.00 | | 3,890.53 | 113,567,911.32 | 171,937,431.07 | |
| Amount in TexStar Operating Fund | | | | | | | |
| | 1,640,180.22 | 1,600,000.00 | | 8.82 | 2,800,000.00 | 440,189.04 | 0.0216% |
| Goldman Sachs | | | | | | | |
| Operating Fund | 559,406.33 | 3,083,079.05 | | 12.83 | 3,004,578.35 | 637,919.86 | 0.0400% |
| 2020 SH 45SW Project Account | 1,066,747.71 | | | 24.61 | 26,056.66 | 1,040,715.66 | 0.0400% |
| 2020A Senior Lien Debt Service Account | 418,946.09 | 209,421.04 | | 7.40 | | 628,374.53 | 0.0400% |
| 2020B Senior Lien Debt Service Account | 554,577.19 | 277,238.59 | | 9.80 | | 831,825.58 | 0.0400% |
| 2020C Senior Lien Debt Service Account | 629,881.29 | 314,923.22 | | 11.13 | | 944,815.64 | 0.0400% |
| 2020D Sub Lien Debt Service Account | 1,045,573.86 | 252,095.39 | | 21.38 | | 1,297,690.63 | 0.0400% |
| 2020E Sr Lien Project Account | 8,117,047.03 | 34,138.13 | | 186.97 | 3,999,822.96 | 4,151,549.17 | 0.0400% |
| 2020E Sr Ln Project Cap Interest | 151,452,050.53 | 691,215.00 | | 3,488.54 | 80,986,803.64 | 71,159,950.43 | 0.0400% |
| 2020E Sr Lien Debt Service Account | 32,850,042.64 | | | 756.67 | | 32,850,799.31 | 0.0400% |
| 2020F Sub Lien Project Account | 103,034,999.76 | 417,400.01 | | 2,373.95 | 60,817,383.31 | 42,637,390.41 | 0.0400% |
| 2020F Sub Lien Debt Service Account | 923,970.58 | 461,977.86 | | 16.33 | | 1,385,964.77 | 0.0400% |
| 2020G Sub Lien Debt Service Account | 486,579.46 | 197,431.41 | | 9.09 | | 684,019.96 | 0.0400% |
| 2020G Sub Debt Service Reserve Fund | 922,007.21 | 95,863.53 | | 20.21 | | 1,017,890.95 | 0.0400% |
| 2021A Sub Debt Service Reserve Fund | 4,737,071.01 | 190,306.50 | | 14.05 | | 4,927,391.56 | 0.0400% |
| 2011 Sr Financial Assistance Fund | 0.00 | | | 0.00 | | 0.00 | 0.0400% |
| 2010 Senior DSF | 60,634.99 | | | 1.40 | | 60,636.39 | 0.0400% |
| 2011 Senior Lien Debt Service Account | 805,188.82 | 7,982.88 | | 18.46 | | 813,190.16 | 0.0400% |
| 2013 Senior Lien Debt Service Account | 964,979.37 | 253,635.62 | | 19.51 | | 1,218,634.50 | 0.0400% |
| 2013 Sub Debt Service Reserve Fund | 59.70 | | | 0.00 | | 59.70 | 0.0400% |
| 2013 Subordinate Debt Service Account | 734,563.27 | 173,988.29 | | 15.05 | | 908,566.61 | 0.0400% |
| 2015A Sr Lien Debt Service Account | 1,537,998.05 | 768,994.35 | | 27.18 | | 2,307,019.58 | 0.0400% |
| 2015A Sr Ln Project Cap Interest | 0.00 | | | 0.00 | | 0.00 | 0.0400% |
| 2015B Project Account | 15,974,304.67 | | | 367.95 | | 15,974,672.62 | 0.0400% |
| 2015C TIFIA Project Account | 109,863.20 | 1,110,000.00 | | 2.54 | 1,180,848.36 | 39,017.38 | 0.0400% |
| 2015C TIFIA Debt Service Reserve Fund | 0.00 | | | 88.71 | 88.71 | 0.00 | 0.0400% |
| 2016 Sr Lien Rev Refunding Debt Service Account | 4,924,592.91 | 2,214,281.14 | | 89.68 | | 7,138,963.73 | 0.0400% |
| 2016 Sub Lien Rev Refunding Debt Service Account | 626,606.99 | 313,195.65 | | 11.07 | | 939,813.71 | 0.0400% |
| 2016 Sub Lien Rev Refunding DSR | 6,992,645.16 | 29,868.13 | | 161.07 | 3,499,524.71 | 3,523,149.65 | 0.0400% |
| 2018 Sr Lien Project Cap I | 3,522,925.53 | | | 81.15 | | 3,523,006.68 | 0.0400% |
| 2018 Sr Lien Project Account | 3,778,412.84 | | | 68.57 | 662,696.33 | 3,115,785.08 | 0.0400% |
| 2018 Sub Debt Service Account | 1,528,498.58 | 764,192.42 | | 27.01 | | 2,292,718.01 | 0.0400% |
| 2019 TIFIA Sub Lien Project Account | 50,969.23 | | | 1.17 | 50,970.40 | 0.00 | 0.0400% |
| 2019 TIFIA Debt Service Account | 0.00 | 52,871.21 | | 0.00 | 52,871.21 | 0.00 | 0.0400% |
| Grant Fund | 5,626,382.75 | | | 129.60 | | 5,626,512.35 | 0.0400% |
| Renewal and Replacement | 34.65 | | | 0.02 | | 34.67 | 0.0400% |
| Revenue Fund | 5,200,590.59 | 11,579,959.09 | | 52.45 | 11,481,430.26 | 5,299,171.87 | 0.0400% |
| General Fund | 2,799,309.44 | 50,924,609.05 | | 125.73 | 51,417,277.75 | 2,306,766.47 | 0.0400% |
| Senior Lien Debt Service Reserve Fund | 14,140,971.96 | 61,498,445.32 | | 325.72 | 74,999,628.00 | 640,115.00 | 0.0400% |
| 71E Revenue Fund | 16,679,041.42 | 514,479.90 | | 375.77 | 3,455,938.83 | 13,737,958.26 | 0.0400% |
| MoPac Revenue Fund | 8,410.92 | 227,482.22 | | 1.17 | 209,288.19 | 26,606.12 | 0.0400% |
| MoPac General Fund | 9,285,541.30 | 9,288.19 | | 219.87 | 158,211.95 | 9,136,837.41 | 0.0400% |
| MoPac Operating Fund | 2,231,470.38 | 264,507.46 | | 50.56 | 189,673.72 | 2,306,354.68 | 0.0400% |
| MoPac Loan Repayment Fund | 31,114.34 | 34,128.29 | | 0.12 | 31,114.34 | 34,128.41 | 0.0400% |
| | 404,414,011.75 | 136,966,998.94 | | 9,214.49 | 296,224,207.68 | 245,166,017.50 | |
| Amount in Fed Agencies and Treasuries | | | | | | | |
| Amortized Principal | 0.00 | 270,503,410.53 | | 0.00 | | 270,503,410.53 | |
| | 0.00 | 270,503,410.53 | | 0.00 | | 270,503,410.53 | |
| Certificates of Deposit | | | | | | | |
| Total in Pools | 284,141,632.08 | 4,600,000.00 | | 3,899.35 | 116,367,911.32 | 172,377,620.11 | |
| Total in GS FSGF | 404,414,011.75 | 136,966,998.94 | | 9,214.49 | 296,224,207.68 | 245,166,017.50 | |
| Total in Fed Agencies and Treasuries | 0.00 | 270,503,410.53 | | 0.00 | | 270,503,410.53 | |
| Total Invested | 688,555,643.83 | 412,070,409.47 | | 13,113.84 | 412,592,119.00 | 688,047,048.14 | |

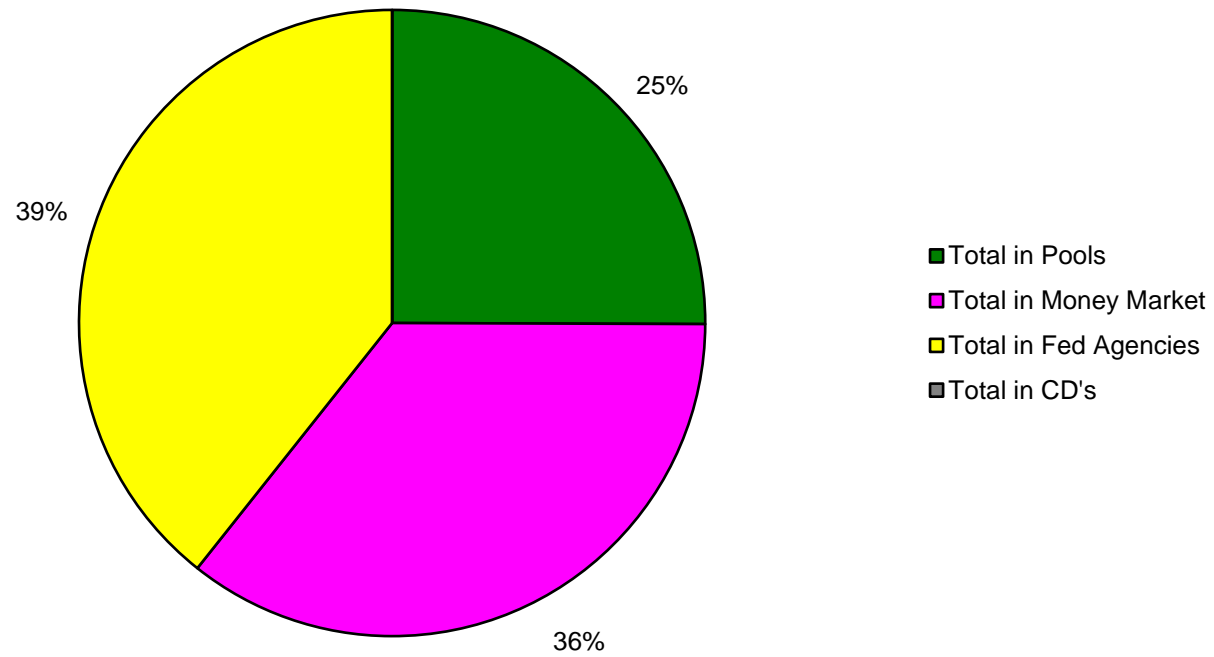
All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevant provisions of the Public Funds Investment Act Chapter 2256.023

William Chapman, CFO

Mary Temple, Controller

3/31/2021

Allocation of Funds



Amount of Investments As of

March 31, 2021

| Agency | CUSIP # | COST | Book Value | Market Value | Yield to Maturity | Purchased | Matures | FUND |
|----------|------------|-----------------------|-----------------------|-----------------------|-------------------|-----------|-----------|-------------------|
| Treasury | 912828J76B | 3,969,623.85 | 3,969,623.85 | 3,965,661.34 | 0.9787% | 3/9/2021 | 3/31/2022 | 2020D Sub DSR |
| Treasury | 912828J76 | 3,473,102.91 | 3,473,102.91 | 3,469,636.03 | 0.9787% | 3/9/2021 | 3/31/2022 | 2016 Sub DSR |
| Treasury | 912828J76E | 80,375,344.30 | 80,375,344.30 | 80,295,112.92 | 0.9787% | 3/9/2021 | 3/31/2022 | 2020E Sr Project |
| Treasury | 912828J76D | 74,433,372.42 | 74,433,372.42 | 74,359,072.37 | 0.9787% | 3/9/2021 | 3/31/2022 | Sr Lien DSR |
| Treasury | 912828J76A | 29,773,450.70 | 29,773,450.70 | 29,743,730.59 | 0.9787% | 3/9/2021 | 3/31/2022 | 2020F Sub Project |
| Treasury | 912828T34 | 28,856,437.70 | 28,856,437.70 | 28,834,027.18 | 0.0530% | 3/9/2021 | 9/30/2021 | 2020F Sub Project |
| Treasury | 912828J76C | 49,622,078.65 | 49,622,078.65 | 49,572,545.50 | 0.9787% | 3/9/2021 | 3/31/2022 | General Fund |
| | | <u>270,503,410.53</u> | <u>270,503,410.53</u> | <u>270,239,785.93</u> | | | | |

| Agency | CUSIP # | COST | Cummulative Amortization | 3/31/2021 | | | Interest Income | | |
|----------|------------|-----------------------|-----------------------------|-----------------------|----------------------|--|-------------------|--------------|-------------------|
| | | | | Book Value | Maturity Value | | Accrued Interest | Amortization | Interest Earned |
| Treasury | 912828J76B | 3,969,623.85 | - | 3,969,623.85 | 3,413,500.00 | | 3,939.32 | - | 3,939.32 |
| Treasury | 912828J76 | 3,473,102.91 | - | 3,473,102.91 | 3,413,500.00 | | 3,446.33 | - | 3,446.33 |
| Treasury | 912828J76E | 80,375,344.30 | - | 80,375,344.30 | 3,413,500.00 | | 79,755.66 | - | 79,755.66 |
| Treasury | 912828J76D | 74,433,372.42 | - | 74,433,372.42 | 3,413,500.00 | | 73,859.42 | - | 73,859.42 |
| Treasury | 912828J76A | 29,773,450.70 | - | 29,773,450.70 | 3,413,500.00 | | 29,543.88 | - | 29,543.88 |
| Treasury | 912828T34 | 28,856,437.70 | - | 28,856,437.70 | 3,413,500.00 | | 18,617.67 | - | 18,617.67 |
| Treasury | 912828J76C | 49,622,078.65 | - | 49,622,078.65 | 3,413,500.00 | | 49,239.45 | - | 49,239.45 |
| | | <u>270,503,410.53</u> | - | <u>270,503,410.53</u> | <u>23,894,500.00</u> | | <u>258,401.73</u> | - | <u>258,401.73</u> |

ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

| | Balance | | Accrued | | Balance |
|---------------|-----------------|------------------|-----------------|--------------------|------------------|
| | 3/1/2021 | Additions | Interest | Withdrawals | 3/31/2021 |
| Goldman Sachs | 14,924,492.76 | 58,911.36 | 345.11 | 1,135,980.33 | 13,847,768.90 |

Travis County Escrow Fund - Ross Road

| | Balance | | Accrued | | Balance |
|---------------|-----------------|------------------|-----------------|--------------------|------------------|
| | 3/1/2021 | Additions | Interest | Withdrawals | 3/31/2021 |
| Goldman Sachs | 252,777.53 | | 5.82 | 72,893.10 | 179,890.25 |

Travis County Escrow Fund - Old San Antonio Road

| | Balance | | Accrued | | Balance |
|---------------|-----------------|------------------|-----------------|--------------------|------------------|
| | 3/1/2021 | Additions | Interest | Withdrawals | 3/31/2021 |
| Goldman Sachs | 524,922.57 | | 13.21 | 435.30 | 524,500.48 |

Travis County Escrow Fund - Old Lockhart Road

| | Balance | | Accrued | | Balance |
|---------------|-----------------|------------------|-----------------|--------------------|------------------|
| | 3/1/2021 | Additions | Interest | Withdrawals | 3/31/2021 |
| Goldman Sachs | 830,779.96 | | 19.15 | | 830,799.11 |

Travis County Escrow Fund - County Line Road

| | Balance | | Accrued | | Balance |
|---------------|-----------------|------------------|-----------------|--------------------|------------------|
| | 3/1/2021 | Additions | Interest | Withdrawals | 3/31/2021 |
| Goldman Sachs | 633,478.58 | | 14.59 | 62,174.71 | 571,318.46 |

Travis County Escrow Fund - South Pleasant Valley Road

| | Balance | | Accrued | | Balance |
|---------------|-----------------|------------------|-----------------|--------------------|------------------|
| | 3/1/2021 | Additions | Interest | Withdrawals | 3/31/2021 |
| Goldman Sachs | 394,280.32 | | 9.08 | 4,968.15 | 389,321.25 |

Travis County Escrow Fund - Thaxton Road

| | Balance | | Accrued | | Balance |
|---------------|-----------------|------------------|-----------------|--------------------|------------------|
| | 3/1/2021 | Additions | Interest | Withdrawals | 3/31/2021 |
| Goldman Sachs | 176,337.83 | | 4.06 | 5,195.38 | 171,146.51 |

Travis County Escrow Fund - Pearce Lane Road

| | Balance | | Accrued | | Balance |
|---------------|-----------------|------------------|-----------------|--------------------|------------------|
| | 3/1/2021 | Additions | Interest | Withdrawals | 3/31/2021 |
| Goldman Sachs | 400,380.58 | | 9.22 | 20,924.98 | 379,464.82 |



183 South Design-Build Project
Contingency Status
 March 31, 2021



Original Construction Contract Value: \$581,545,700

| | |
|----------------------------------|---------------------|
| Total Project Contingency | \$47,860,000 |
|----------------------------------|---------------------|

| | | | |
|-----------------------------------|--------|---|---------------|
| Obligations | 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 |
| | CO#10 | City of Austin Utility (\$1,010,000 - no cost to RMA) | \$0 |
| | CO#17 | Boggy Creek Turnaround | \$2,365,876 |
| | CO#21 | Wall 125 Differing Site Condition - Part A | \$1,263,577 |
| | CO#26 | Roadway Paving Additions | \$1,302,696 |
| | CO#28 | Cable Barrier System | \$316,501 |
| | CO#21b | Wall 125 Differing Site Condition - Part B | \$1,292,264 |
| | CO-31 | City of Austin Waterline 133 (Bolm Rd) | \$632,557 |
| | | Others Less than \$300,000 (21) | \$2,606,368 |
| Executed Change Orders | | \$12,070,383 | |
| Change Orders Under Negotiation | | \$970,000 | |
| Potential Contractual Obligations | | \$12,000,000 | |

| | |
|------------------------------|---------------------|
| (-) Total Obligations | \$25,040,383 |
|------------------------------|---------------------|

| | |
|--------------------------------------|---------------------|
| Remaining Project Contingency | \$22,819,617 |
|--------------------------------------|---------------------|



290E Ph. III
Contingency Status
 March 31, 2021



Original Construction Contract Value: \$71,236,424

| | |
|---|---------------------|
| Total Mobility Authority Contingency | \$10,633,758 |
| Total TxDOT Project Contingency | \$15,292,524 |

| | | |
|--------------------|-----------------------------------|-------------|
| Obligations | Others Less than \$300,000 (8) | \$152,949 |
| | Executed Change Orders | \$152,949 |
| | Change Orders Under Negotiation | \$438,000 |
| | Potential Contractual Obligations | \$1,860,000 |
| | | |

| | |
|------------------------------|--------------------|
| (-) Total Obligations | \$2,450,949 |
|------------------------------|--------------------|

| | |
|---|---------------------|
| Remaining Mobility Authority Contingency | \$8,402,569 |
| Remaining TxDOT Contingency | \$15,072,866 |



183A Phase III Project
Contingency Status
 March 31, 2021



Original Construction Contract Value: \$175,695,656

| | |
|----------------------------------|--------------------|
| Total Project Contingency | \$9,640,442 |
|----------------------------------|--------------------|

| | | |
|--------------------|-----------------------------------|-----|
| Obligations | Others Less than \$300,000 (0) | \$0 |
| | Executed Change Orders | \$0 |
| | Change Orders Under Negotiation | \$0 |
| | Potential Contractual Obligations | \$0 |
| | | |

| | |
|------------------------------|------------|
| (-) Total Obligations | \$0 |
|------------------------------|------------|

| | |
|--------------------------------------|--------------------|
| Remaining Project Contingency | \$9,640,442 |
|--------------------------------------|--------------------|



PERFORMANCE

As of March 31, 2021

| | |
|---------------------------------------|--------------------|
| Current Invested Balance | \$9,103,231,627.43 |
| Weighted Average Maturity (1) | 40 Days |
| Weighted Average Maturity(2) | 77 Days |
| Net Asset Value | 1.000154 |
| Total Number of Participants | 935 |
| Management Fee on Invested Balance | 0.06%* |
| Interest Distributed | \$644,202.21 |
| Management Fee Collected | \$473,644.15 |
| % of Portfolio Invested Beyond 1 Year | 3.45% |
| Standard & Poor's Current Rating | AAAm |

March Averages

| | |
|--|--------------------|
| Average Invested Balance | \$9,294,830,901.64 |
| Average Monthly Yield, on a simple basis | 0.0216% |
| Average Weighted Maturity (1)* | 47 Days |
| Average Weighted Life (2)* | 86 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 instruction 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.

Rates reflect historical information and are not an indication of future performance.

NEW PARTICIPANTS

We would like to welcome the following entity who joined the TexSTAR program in March:

- * Liberty Hill Independent School District

PROGRAM UPDATES

TexSTAR Board Updates

The TexSTAR Governing Board will have some new faces starting in April, as long-time Board President William Chapman and Vice President Nell Lange have announced their retirement. Bill and Nell were original Governing Board members at TexSTAR's inception in 2002 and have dedicated their time and support to TexSTAR for the past 20+ years. They have left an indelible mark on the TexSTAR program which has benefited from their leadership and commitment. We are sad to see them go but wish them the very best.

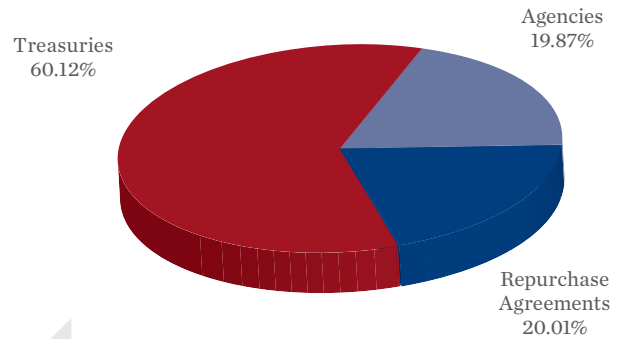
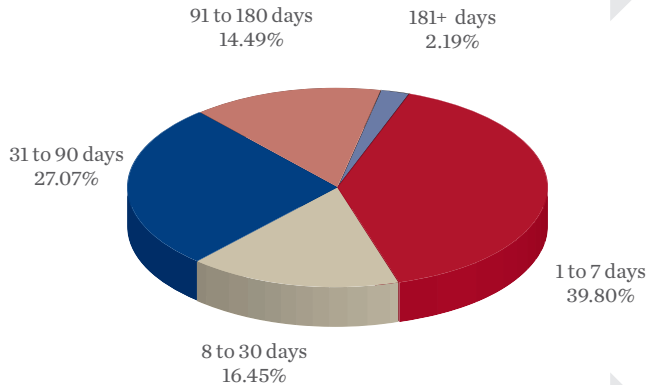
We are proud to announce that the TexSTAR Governing Board has appointed Advisory Board member Monte Mercer, Deputy Executive Director of the North Central Texas Council of Governments, as President and David Pate, Chief Financial Officer of Richardson ISD, as Vice President. In addition, the Board has appointed Anita Cothran, Chief Financial Officer of the City of Frisco, as Treasurer and Bret Starr, Finance Director with the City of Irving, to the TexSTAR Advisory Board. We also want to thank Advisory Board Member Becky Brooks, Chief Financial Officer with the City of Grand Prairie, who retires this year for her service to TexSTAR and wish her well. We are excited to welcome our new board members who are recognized leaders in Texas public finance and look forward to their leadership of the TexSTAR program.

TexSTAR Internet Transaction System Upgrade

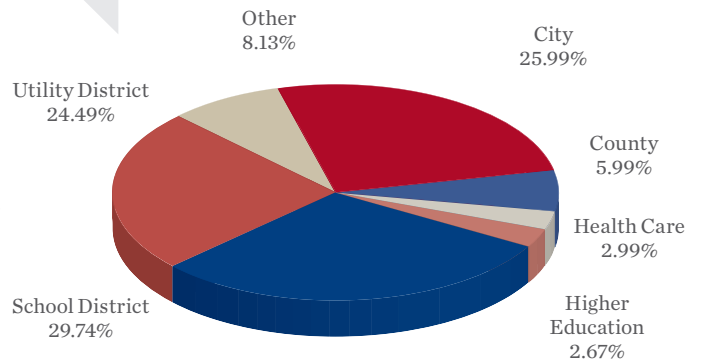
TexSTAR will be upgrading to a new version of our internet transaction system in early May. The system will maintain the same basic functionality that participants enjoy today. The upgrade will provide a more modern interface with flexibility for participants to tailor how they view their TexSTAR data. We have upgraded the overall platform infrastructure and real time connectivity to allow for quicker trading and allow for more customization in your everyday reporting. TexSTAR continues to leverage J.P. Morgan's state of the art technology infrastructure with its own dedicated cyber security team to keep your information secure including password protected multi factor authentication, automatic time-out for inactivity, and mandatory password resets. Please watch your email for information over the next few weeks regarding the conversion date and updated system user guide. The upgrade will not require any changes to your log in or account information. Should you have any questions in advance of receiving this data, please contact TexSTAR Participant Services at 1-800-839-7827.

INFORMATION AT A GLANCE

PORTFOLIO BY TYPE OF INVESTMENT AS OF MARCH 31, 2021



PORTFOLIO BY MATURITY AS OF MARCH 31, 2021



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF MARCH 31, 2021

HISTORICAL PROGRAM INFORMATION

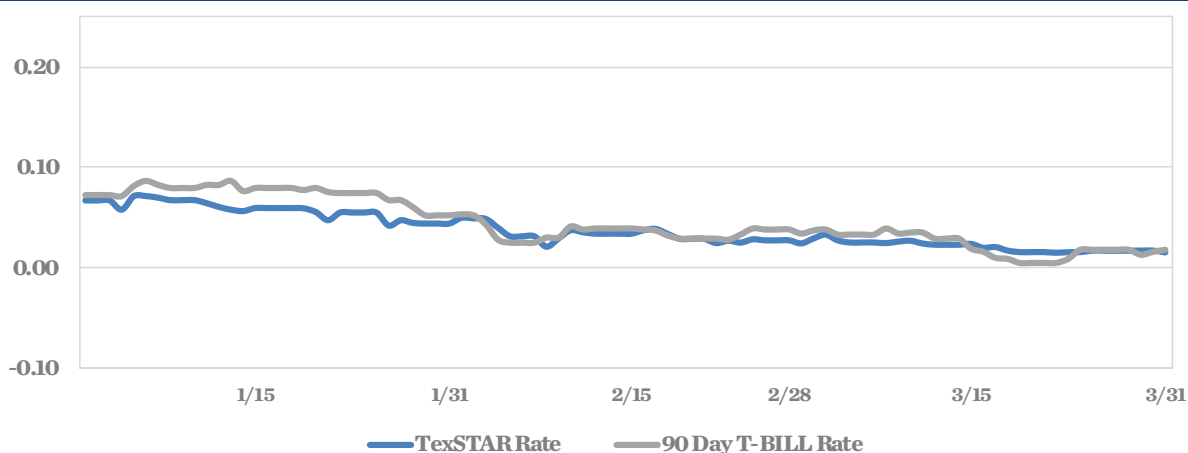
| MONTH | AVERAGE RATE | BOOK VALUE | MARKET VALUE | NET ASSET VALUE | WAM (1)* | WAM (2)* | NUMBER OF PARTICIPANTS |
|--------|--------------|--------------------|--------------------|-----------------|----------|----------|------------------------|
| Mar 21 | 0.0216% | \$9,103,231,627.43 | \$9,104,638,524.44 | 1.000154 | 47 | 86 | 935 |
| Feb 21 | 0.0334% | 9,576,230,496.50 | 9,577,678,764.35 | 1.000151 | 46 | 87 | 934 |
| Jan 21 | 0.0583% | 9,443,485,770.86 | 9,445,046,065.21 | 1.000165 | 38 | 84 | 934 |
| Dec 20 | 0.0676% | 8,682,050,804.34 | 8,683,648,113.09 | 1.000183 | 42 | 96 | 933 |
| Nov 20 | 0.0944% | 8,910,228,194.78 | 8,911,909,859.79 | 1.000188 | 46 | 104 | 933 |
| Oct 20 | 0.1150% | 9,083,922,054.96 | 9,085,783,748.92 | 1.000203 | 42 | 100 | 933 |
| Sep 20 | 0.1339% | 9,297,135,540.13 | 9,299,528,645.66 | 1.000257 | 39 | 101 | 932 |
| Aug 20 | 0.1645% | 9,465,008,033.71 | 9,466,814,693.25 | 1.000190 | 29 | 95 | 931 |
| Jul 20 | 0.2003% | 10,009,983,894.25 | 10,012,082,381.15 | 1.000209 | 27 | 101 | 930 |
| Jun 20 | 0.1974% | 9,671,601,669.74 | 9,674,049,521.47 | 1.000253 | 33 | 108 | 927 |
| May 20 | 0.2444% | 9,711,678,322.09 | 9,714,791,961.71 | 1.000320 | 29 | 103 | 924 |
| Apr 20 | 0.4447% | 9,402,508,666.82 | 9,406,011,209.34 | 1.000372 | 27 | 111 | 923 |

PORTFOLIO ASSET SUMMARY AS OF MARCH 31, 2021

| | BOOK VALUE | MARKET VALUE |
|--------------------------------------|----------------------------|----------------------------|
| Uninvested Balance | \$ 464.58 | \$ 464.58 |
| Accrual of Interest Income | 4,959,584.24 | 4,959,584.24 |
| Interest and Management Fees Payable | (688,060.91) | (688,060.91) |
| Payable for Investment Purchased | (174,996,937.50) | (174,996,937.50) |
| Repurchase Agreement | 1,855,450,999.84 | 1,855,450,999.84 |
| Government Securities | 7,418,505,577.18 | 7,419,912,474.19 |
| TOTAL | \$ 9,103,231,627.43 | \$ 9,104,638,524.44 |

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 of \$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 consists 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 MARCH 2021

| DATE | MNY MKT FUND EQUIV. [SEC Std.] | DAILY ALLOCATION FACTOR | INVESTED BALANCE | MARKET VALUE PER SHARE | WAM DAYS (1)* | WAL DAYS (2)* |
|----------------|--------------------------------|-------------------------|---------------------------|------------------------|---------------|---------------|
| 3/1/2021 | 0.0248% | 0.000000679 | \$9,523,546,491.44 | 1.000157 | 48 | 89 |
| 3/2/2021 | 0.0296% | 0.000000812 | \$9,341,642,054.92 | 1.000157 | 50 | 90 |
| 3/3/2021 | 0.0335% | 0.000000917 | \$9,496,491,536.81 | 1.000142 | 52 | 92 |
| 3/4/2021 | 0.0278% | 0.000000761 | \$9,582,251,155.67 | 1.000143 | 51 | 91 |
| 3/5/2021 | 0.0257% | 0.000000703 | \$9,534,815,104.98 | 1.000137 | 50 | 88 |
| 3/6/2021 | 0.0257% | 0.000000703 | \$9,534,815,104.98 | 1.000137 | 50 | 88 |
| 3/7/2021 | 0.0257% | 0.000000703 | \$9,534,815,104.98 | 1.000137 | 50 | 88 |
| 3/8/2021 | 0.0251% | 0.000000688 | \$9,482,869,366.40 | 1.000131 | 49 | 88 |
| 3/9/2021 | 0.0266% | 0.000000728 | \$9,410,041,571.90 | 1.000142 | 50 | 90 |
| 3/10/2021 | 0.0274% | 0.000000751 | \$9,143,118,475.19 | 1.000147 | 51 | 92 |
| 3/11/2021 | 0.0247% | 0.000000678 | \$9,162,717,539.21 | 1.000148 | 50 | 90 |
| 3/12/2021 | 0.0235% | 0.000000643 | \$9,093,280,194.22 | 1.000148 | 50 | 89 |
| 3/13/2021 | 0.0235% | 0.000000643 | \$9,093,280,194.22 | 1.000148 | 50 | 89 |
| 3/14/2021 | 0.0235% | 0.000000643 | \$9,093,280,194.22 | 1.000148 | 50 | 89 |
| 3/15/2021 | 0.0243% | 0.000000665 | \$9,156,861,985.57 | 1.000156 | 50 | 90 |
| 3/16/2021 | 0.0205% | 0.000000561 | \$9,196,465,878.66 | 1.000159 | 49 | 89 |
| 3/17/2021 | 0.0212% | 0.000000582 | \$9,308,711,853.82 | 1.000160 | 48 | 87 |
| 3/18/2021 | 0.0177% | 0.000000486 | \$9,377,864,342.11 | 1.000161 | 47 | 85 |
| 3/19/2021 | 0.0162% | 0.000000443 | \$9,368,535,135.54 | 1.000161 | 45 | 83 |
| 3/20/2021 | 0.0162% | 0.000000443 | \$9,368,535,135.54 | 1.000161 | 45 | 83 |
| 3/21/2021 | 0.0162% | 0.000000443 | \$9,368,535,135.54 | 1.000161 | 45 | 83 |
| 3/22/2021 | 0.0156% | 0.000000428 | \$9,369,030,895.30 | 1.000160 | 45 | 82 |
| 3/23/2021 | 0.0161% | 0.000000441 | \$9,353,584,263.99 | 1.000160 | 44 | 82 |
| 3/24/2021 | 0.0162% | 0.000000443 | \$9,324,300,211.76 | 1.000159 | 43 | 82 |
| 3/25/2021 | 0.0177% | 0.000000486 | \$9,253,170,405.87 | 1.000160 | 43 | 81 |
| 3/26/2021 | 0.0176% | 0.000000483 | \$9,112,264,712.51 | 1.000158 | 42 | 80 |
| 3/27/2021 | 0.0176% | 0.000000483 | \$9,112,264,712.51 | 1.000158 | 42 | 80 |
| 3/28/2021 | 0.0176% | 0.000000483 | \$9,112,264,712.51 | 1.000158 | 42 | 80 |
| 3/29/2021 | 0.0177% | 0.000000484 | \$9,108,770,289.97 | 1.000158 | 41 | 80 |
| 3/30/2021 | 0.0177% | 0.000000486 | \$9,118,402,563.06 | 1.000160 | 41 | 78 |
| 3/31/2021 | 0.0159% | 0.000000436 | \$9,103,231,627.43 | 1.000154 | 40 | 77 |
| 21 | | | | | | |
| Average | 0.0216% | 0.000000591 | \$9,294,830,901.64 | | 47 | 86 |



ECONOMIC COMMENTARY

Market Review

The year began with a surging pandemic, a highly contested election, and vaccines in the early stages of distribution. As the quarter progressed, the prospect of a robust economic recovery and higher inflation materialized, largely because of a last-minute Democratic sweep, aggressive fiscal policy and the accelerated ramp up in vaccinations. Interest rates in the long-end rose as growing fears of an inflation scare, coupled with an ultra-accommodative Federal Reserve, fueled a reflation narrative. In March, markets remained focused on accommodative monetary policy, fiscal spending, and improving healthcare themes, which all bode well for strong economic growth. Additionally, the recent announcement of potential further stimulus via a new infrastructure package fueled the growth story even further. Following the \$1.9 trillion stimulus earlier in the quarter, the White House unveiled the ‘American Jobs Plan’, a \$2.25 trillion infrastructure plan. The 2-phase plan is largely expected to address climate change, revitalize U.S. water systems, transportation infrastructure, R&D, manufacturing, and much more. Phase 2, which will be announced later this month, could bring the overall spend to \$3-4 trillion. If the bill is passed, it will largely be subsidized by President Biden’s Made in America corporate tax plan, which will seek to increase the corporate tax rate from 21% to 28% and add a 21% tax on overseas corporate profits, undoing some tax breaks provided by the prior administration.

At its March Federal Open Market Committee (FOMC) meeting the Federal Reserve (Fed) continued to communicate its willingness to look past transitory increases in inflation, and reiterated its commitment to accommodative policy. The FOMC maintained the federal funds target rate in a range of 0.00%-0.25% and left the pace of asset purchases unchanged. In addition, the median federal funds rate projection – as measured by the “dot plot” – continues to imply no rate adjustments through 2023. In the Fed’s Summary of Economic Projections, forecasts for 4Q21 were materially upgraded with Real GDP growth estimates boosted from 4.2% to 6.5% year-over-year (y/y), growth of the PCE deflator increased to 2.4% and a reduction in the unemployment rate estimate from 5% to 4.5%. Removal of accommodation will probably come at a historically slow pace. Despite the Fed’s continued dovish tone, growing signs of a strengthening economy and rising inflation pressures have now pushed the 10 year U.S. Treasury yield up by 73 basis points (bps) from the start of the year.

In late March, the Fed announced that the temporary change to its supplementary leverage ratio (SLR), made in April last year to address the illiquidity in the U.S. Treasury market, would expire at the end of March as originally intended. The temporary change had allowed banks to exclude U.S. Treasuries and deposits held at the Fed from their SLR calculations, alleviating the need to set aside additional capital as their holdings of Treasuries and reserves expanded rapidly during 2020. Since then, the Treasury market has stabilized. The March Jobs report was much stronger than expected and suggests an even more powerful recovery than implied by the Fed’s recently upgraded projections. Non-farm payrolls rose 916,000 in March, well ahead of a consensus expectation of +658,000. Revisions added 156,000 to the job gains for January and February. With these gains, the U.S. has now recovered 14.0 million, or 62%, of the 22.4 million jobs lost in the pandemic. The unemployment rate fell to 6.0% from 6.2%, in line with consensus expectations, and the labor force rose by 347,000 in March, showing a continued decline in pandemic effects on the labor market. Inflation continued to run below the Fed’s 2% target, as the headline PCE price index rose 0.2% and the core PCE deflator rose 0.1% in February. Core PCE decelerated to 1.4% y/y (1.5% prior). Headline CPI for February rose +0.4% month-over-month (m/m) and +1.7% y/y, while core inflation came in below forecasts at +0.1% m/m and +1.2% y/y. While these prints show somewhat subdued inflation, the surge in the ISM Prices Paid Index in February, indicating pricing pressure on production inputs, and the OPEC+ decision to keep supply unchanged suggest higher inflation ahead.

(continued next page)

This information is an excerpt from an economic report dated March 2021 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

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Market Review (cont.)

The US Treasury yield curve has steepened significantly over the past three months as front end yields (less than 2 years to maturity) remained well anchored by an accommodative Federal Reserve monetary policy for the foreseeable future while yields on intermediate and longer maturities increased as a consequence of the rapidly improving economic growth backdrop driven by huge fiscal stimulus, easy monetary policy and accelerating progress on the vaccine rollout. Moreover, the Treasury bill market has been trading at very low yields for a number of technical reasons, primarily due to supply and demand. U.S. money market fund demand is high as we have seen about \$100 billion in inflows since the beginning of this year, after only about \$500 billion in outflows since the ballooning of \$1.3 trillion in balances during March and April of 2020. Despite the passage of an additional \$1.9 trillion stimulus package in March, Treasury bill issuance/supply is low and is not expected to pick up until later in the second quarter as the Treasury runs down its large general account (TGA) balances. As such, the three-month Treasury bill yield declined 2 bps on the month and 4 bps on the quarter to end March at 0.02%, while the 12-month Treasury bill yield declined 1 bp and 4 bps respectively to end at 0.06%.

Outlook

As we enter the second quarter, the economic landscape is dominated by two surges – a fiscal surge and a vaccination surge. On the fiscal front, the \$1.9 trillion American Rescue Plan should contribute to much stronger consumer and government spending in the year ahead. On the vaccination front, the U.S. has made considerable progress with an average of almost three million doses being administered each day. Inflation remains a persistent concern for investors. We expect headline inflation to be volatile in the second and third quarters, with the potential for some sticker shock as annualized base effects generate optically elevated year-on-year readings. However, we believe that many of the secular disinflationary forces – globalization, technology adoption, etc. – continue to anchor core inflations so that even allowing for huge policy stimulus, inflation rates should remain contained in 2021. The retreating pandemic coupled with new fiscal support is priming the economy for a surge over the course of 2021. Growth will be driven by pent-up demand and pent-up supply in those sectors that have been most impacted by the pandemic. We expect these to reopen very quickly, leading to high-single-digit economic growth in the second half of 2021 and going into 2022.

This information is an excerpt from an economic report dated March 2021 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

TEXSTAR BOARD MEMBERS

| | | |
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CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #11

Discuss and consider approving an
Interlocal Agreement with the City of
Leander for Drone Services for
accident investigations
and maintenance inspections

| | |
|---------------------------|---|
| Strategic Plan Relevance: | Explore and Invest in Transformative Technology and Adopt Industry Best Practices; Deliver Multi-faceted Mobility Solutions; Invest in Effort that Extend Beyond Roadways |
| Department: | Operations |
| Contact: | Tracie Brown, Director of Operations |
| Associated Costs: | \$18,500.00 |
| Funding Source: | General Fund |
| Action Requested: | Consider and act on draft resolution |

Project Description/Background: Unmanned aircraft systems, also known as drones, are exploding in popularity due to their ability to enhanced safety, save time, and reduce costs. Once specific use case is accident investigation and reconstruction. History has shown that there are three areas that delay us in getting roadways open quicker after a serious or fatal collision – retrieving the injured; processing the scene; and removing the vehicles and cleaning up the debris from the roadway.

After a motor vehicle accident occurs, particularly one resulting in severe injuries or death, it will usually be investigated and sometimes be reconstructed. The police will investigate an accident with the intention of determining if any criminal action took place in the accident. Some of the things the police look for are speeding, hours-of-service violations, mechanical violations, alcohol use, drug use, etc.

An accident investigation can consist of many aspects. However, the investigation usually starts with an inspection of the accident site. At the site, measurements are taken of evidence left by the vehicles such as point of impact, final resting positions, skid marks, scrub marks, and gouge marks. These measurements are usually taken

using electronic surveying equipment. With this equipment, a computer-generated scale diagram can be produced and may be used to reconstruct the accident.

With the accident investigation complete, an accident reconstruction can be performed. Reconstruction is the process of using physics to determine the speeds of the vehicles, and/or their relative positions at different times during the accident sequence.

Information such as pre- and post-impact direction of travel, length of pre-impact skid marks, post-impact distances moved, friction values for the various surfaces the vehicles traveled over, point of impact, impact angles, and weights of the vehicles are all used as inputs into the equations used to reconstruct an accident.

These investigations often require law enforcement to close Authority operated toll roads or, in the case of accidents on adjacent frontage roads, divert traffic onto tolled facilities. Both actions come at considerable cost to the Authority in the form of reduced revenues. The use of photogrammetry equipment and potentially new state-of-the-art technology could reduce delay caused by investigations of fatal crashes. Regional partners such as the Austin Police Department also use drones to assist in crash investigations, with an anticipated resulting decrease in investigation time from 3-5 hours to 2 hours, about 50% reduction on average.

Through the proposed Interlocal Agreement, the City of Leander will provide drone technology monitoring, investigation, and reporting services. These services are anticipated to reduce the duration of crash and other law enforcement investigations which adversely impact traffic flows and toll revenues on 183A Toll and 183A Phase 3. The services will also provide the Mobility Authority real time information affecting traffic flows and aerial video records in the absence of intelligent transportation system (ITS) assets such as cameras and traffic sensors.

Drone technology is an emerging tool proven to reduced accident investigation road closure times. The drone services pilot is part of the Authority's innovation program and efforts to reduce time lost to traffic disruptions due to incidents. The pilot also aligns with CAMPO's Open Road Policy and Regional Incident Management Strategic Plan.

The cost of the proposed services is \$18,500, payable within thirty (30) days of the ILA's full execution. The term is 60 months and provides recourse for early termination (Section 4. Term & Termination).

Previous Actions & Brief History of the Program/Project: N/A

Financing: FY 2021 Operating Budget / General Fund

Action requested/Staff Recommendation: Staff recommends approving the ILA with the City of Leander for accident investigations and toll system maintenance utilizing unmanned aircraft systems.

Backup provided: Draft Resolution
Interlocal Agreement - City of Leander and Central Texas
Regional Mobility Authority

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

RESOLUTION NO. 21-0XX

**APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF LEANDER FOR DRONE
SERVICES FOR ACCIDENT INVESTIGATIONS AND MAINTENANCE INSPECTIONS**

WHEREAS, the proven efficiency of Unmanned Aircraft Systems (Drones) in vehicle accident investigations and reconstructions, including reductions to time of roadway closures (Drone Services), has attracted demand from various regional entities; and

WHEREAS, vehicle accident investigations and reconstructions often require law enforcement to close Mobility Authority operated toll roads or divert traffic directly onto Mobility Authority facilities from adjacent frontage roads when on which accidents occur; and

WHEREAS, closures to Mobility Authority facilities due to vehicle accident investigations and reconstructions affect the mobility of the traveling public and impact revenues; and

WHEREAS, to reduce the impact of extended closures times and impact to revenue the Mobility Authority desires Drone Services for accident investigations and maintenance inspections on 183A Toll and 183A Phase III; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 370 of the Texas Transportation Code authorize a regional mobility authority to enter into an agreement with a governmental entity for the performance of governmental functions and services; and

WHEREAS, the Interim Executive Director and the City of Leander have negotiated a proposed interlocal agreement for Drone Services for 183A Toll and 183A Phase III in an amount not to exceed \$18,500 in the form or substantially the same form attached hereto as Exhibit A.

WHEREAS, the Interim Executive Director requests that the Board authorize him to execute the proposed interlocal agreement with the City of Leander for Drone Services for 183A Toll and 183A Phase III in an amount not to exceed \$18,500 in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Interim Executive Director to execute an interlocal agreement with the City of Leander for Drone Services for 183A Toll and 183A Phase III in an amount not to exceed \$18,500 in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of April 2021.

Submitted and reviewed by:

Approved:

C. Brian Cassidy, Counsel for the
Central Texas Regional Mobility Authority

Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the “Agreement”) is effective as of May 1, 2021, and is between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “Mobility Authority”) and the CITY OF LEANDER (the “City”), political subdivisions of the State of Texas (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Mobility Authority is a regional mobility authority created pursuant to the request of Travis and Williamson Counties and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the “RMA Rules”); and

WHEREAS, the City is a home rule city and municipal corporation; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the Regional Mobility Authority Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the Mobility Authority operates a portion of the 183A Toll within and around the corporate limits of the City and in 2021 will begin construction activities on 183A Phase 3, an extension from Hero Way in the City to State Highway 29, a 6.6 mile stretch of road along and to the north of the City; and

WHEREAS, serious vehicle crashes and other types of incidents on 183A Toll can require City law enforcement to restrict access or completely close sections of the toll road for extended periods of time to conduct required investigative activities; and

WHEREAS, the Mobility Authority and the City have determined that drone technology is a cost-effective tool, that will improve the speed and accuracy of accident investigation while reducing the risk to investigating officers, and

WHEREAS, reopening 183A Toll in a more expedited manner reduces the inconvenience to the travelling public, reduces the strain on City law enforcement resources and provides ancillary benefits to the Mobility Authority, and

WHEREAS, during construction of 183A Phase 3 the Mobility Authority would be able to reduce expenses by utilizing City drone services to monitor construction progress and traffic impacts, and

WHEREAS, the Mobility Authority could benefit from the use of drone technology to from time to time monitor and document traffic operations on existing sections of 183A Toll in the City, and

Interlocal Agreement
City of Leander and Central Texas Regional Mobility Authority

WHEREAS, the Parties have agreed that it would be to their mutual benefit for the Mobility Authority and the City to enter into this agreement to provide drone technology and reporting services to conduct traffic investigations, construction monitoring and other traffic surveillance services on 183A Toll and 183A Phase 3, generally from East Crystal Falls Parkway to SH 29.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals. The recitals set forth above are incorporated into this Agreement for all purposes and are found by the Parties to be true and correct. The Parties have further found and determined that each Party has authorized and approved the Agreement by resolution, order, or other action by its respective governing body, and that this Agreement will be in full force and effect when approved by each Party.

2. Drone Technology Monitoring, Investigation and Reporting Services (Services). Services shall be provided to reduce the duration of crash and other law enforcement investigations which adversely impact traffic flows on 183A Toll and 183A Phase 3, and to provide the Mobility Authority real time information affecting traffic flows and aerial video records. The Parties agree that the Leander Police Department shall provide the following to the Mobility Authority:

- a. Conduct corridor drone flights as directed by Mobility Authority staff/consultants to monitor traffic conditions and provide video records of 183A Toll and 183A Phase 3 construction progress on a quarterly basis (each 90 days). Additional drone flights shall be performed from time to time at the request of the Mobility Authority. The City will make a reasonable effort to provide the City staff resources necessary to fulfill such requests.
- b. Provide traffic event reports to the Mobility Authority when Services are rendered for incidents that require a roadway closure or that cause travel delays in excess of five minutes.
- c. Provide quarterly reports documenting all use of the drone equipment including date, time and purpose. The reports should include information regarding the benefits the drone system provided to the City and/or the Mobility Authority.

3. Payment. For the Services described above the Mobility Authority agrees to remit to the City a one-time payment of \$18,500 within thirty (30) days of the effective date of this agreement.

4. Term and Termination. The term of this Agreement shall be for 60 months from the date it is fully executed. If this Agreement is terminated by the Parties in advance of full term, the City shall reimburse the Mobility Authority as follows:

- a. 0 to 12 months, \$12,000.00
- b. 13 to 24 months, \$8,000.00
- c. 25 to 36 months, \$4,000.00
- d. 37 to 60 months, no reimbursement is required.

Interlocal Agreement
City of Leander and Central Texas Regional Mobility Authority

5. Liability. The City agrees that the Mobility Authority shall not be liable for any claims or losses of any kind arising out of acts or omissions by the City. The City agrees the Mobility Authority will not be liable for any incidents arising from the City's use of the drone. The Mobility Authority agrees that the City shall not be liable for any claims or losses of any kind arising out of acts or omissions by the Mobility Authority.

6. Notices. All notices, demands or other requests, and other communications required or permitted under this Agreement or which any Party may desire to give to the other Party shall be in writing and shall be deemed to be given on the date of receipt by the Party to whom the notice is either (i) hand-delivered, with written receipt of the notice provided by the receiving Party, or (ii) delivered by fax or electronic mail transmission at the respective addresses set forth below, or at such other address as a Party may from time to time designate by written notice to the other Party as herein required:

MOBILITY AUTHORITY: William Chapman, Interim Executive Director & Chief Financial Officer

Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
(512) 966-9784 (facsimile)
Email address: wchapman@ctrma.org

WITH COPY TO:

Geoff Petrov, General Counsel
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
(512) 225-7788 (facsimile)
Email address: gpetrov@ctrma.org

CITY:

Rick Beverlin, City Manager
City of Leander
200 West Willis Street
Leander, TX 78641
(512) 259-1605 (facsimile)
Email address: rbeverlin@leandertx.gov

WITH A COPY TO:

Paige Saenz, City Attorney
City of Leander
223 W. Anderson, Suite A-105
Austin, TX 78752
(512) 323-5773 (facsimile)
Email address: paige@cityattorneytexas.com

7. Calculation of Days. Unless otherwise specified, each reference in this Agreement to a day or days refers to a calendar day; however, if the last day of any period described in this Agreement

Interlocal Agreement
City of Leander and Central Texas Regional Mobility Authority

is a Saturday, Sunday, or legal holiday observed by either Party, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday observed by either Party.

8. Prior Written Agreements. This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.

9. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

10. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

12. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

13. Venue. The parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Williamson County, Texas.

14. Assignment. Except as otherwise provided in this Agreement, a party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other party.

15. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

Interlocal Agreement
City of Leander and Central Texas Regional Mobility Authority

The Parties are signing this agreement to be effective on the date stated in the introductory paragraph.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
William Chapman, Interim Executive
Director & Chief Financial Officer

CITY OF LEANDER

By: _____
Troy Hill, Mayor



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #12

Discuss and consider awarding a design and construction-phase services contract for the Barton Skyway Ramp Relief project

| | |
|---------------------------|--|
| Strategic Plan Relevance: | Regional Mobility |
| Department: | Engineering |
| Contact: | Mike Sexton, P.E., Acting Director of Engineering |
| Associated Costs: | N/A |
| Funding Source: | MoPac General Fund (to be reimbursed with Project Funds) |
| Action Requested: | Consider and act on draft resolution |

Project Description/Background – The southbound Loop 1 (MoPac) corridor near Barton Skyway is plagued by significant congestion issues. Improvements are needed to help alleviate the consistent bottleneck from traffic merging onto southbound MoPac at Barton Skyway and Bee Caves Road entrance ramps. Through a traffic analysis, staff has determined that the congestion issues near Barton Skyway cause backups to the Winsted Lane and Enfield Road entrance ramps and beyond.

The proposed non-tolled improvements include adding pavement for auxiliary and merge lanes on southbound MoPac at the Bee Caves Road and Barton Skyway entrance ramps. This will alleviate congestion at Winsted Lane, Enfield Road, Bee Caves Road, and Barton Skyway resulting in improved travel times and additional capacity throughout the corridor.

The Barton Skyway Ramp Relief Project limits begin at the Bee Cave Road (RM 2244) southbound entrance ramp to MoPac (Tx Loop 1) under the Barton Skyway Bridge and extend south to the Loop 360 southbound exit. Work includes the design and construction of an auxiliary lane on southbound MoPac from the Bee Cave Road entrance ramp to the southbound Loop 360 exit ramp and an acceleration lane for the southbound

Barton Skyway entrance ramp. The proposed improvements will be designed to accommodate any ultimate planned improvements for the MoPac South Project.

Design & Construction-Phase Services – The Mobility Authority issued a Request for Qualifications (RFQ) to provide preliminary engineering, final design, and construction-phase services for this project on February 24, 2021.

On March 18, 2021 a total of 17 Statement of Qualifications were received from the following firms:

- Aguirre & Fields, LP
- American Structurepoint, Inc.
- BGE, Inc.
- Bridgefarmer & Associates, Inc.
- CONSOR Engineers, LLC
- CP&Y, Inc.
- Freese and Nichols, Inc.
- George Butler Associates, Inc.
- Huitt-Zollars
- Johnson, Mirmiran & Thompson, Inc.
- Lockwood, Andrews & Newnam, Inc.
- LJA Engineering, Inc.
- Pape-Dawson Engineers, Inc.
- RK&K
- SE3, LLC
- Seiler Lankes Group, LLC
- Volkert, Inc.

Based upon the review of the 3-person evaluation committee, the most qualified firm was determined to be CP&Y, Inc. Following Board approval of this award, Staff will begin negotiating a contract for the services described above. The negotiated contract is anticipated to be presented at the May 2021 Board Meeting for consideration.

Action requested/Staff Recommendation - Staff recommends the Board award the contract for Design and Construction-Phase services for the Barton Skyway Ramp Relief Project to CP&Y, Inc.

Financing – MoPac General Fund (to be reimbursed with Project Funds)

Backup Provided: Draft Resolution

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

RESOLUTION NO. 21-0XX

**AWARDING A CONTRACT FOR DESIGN AND CONSTRUCTION PHASE SERVICES
FOR THE BARTON SKYWAY RAMP RELIEF PROJECT**

WHEREAS, Mobility Authority has been studying non-tolled improvements to relieve congestion and improve mobility on the MoPac corridor, including the design and construction of an auxiliary lane on southbound MoPac from the Bee Cave Road entrance ramp to the southbound Loop 360 exit ramp and an acceleration lane for the southbound Barton Skyway entrance ramp (the Barton Skyway Ramp Relief Project); and

WHEREAS, the Authority issued a Request for Qualifications (RFQ) to provide preliminary engineering, final design, and construction-phase services for this project on February 24, 2021; and

WHEREAS, the Mobility Authority received seventeen (17) statements of qualifications in response to the RFQ which were analyzed and scored by an Evaluation Committee using the criteria and procedures set forth in the RFQ; and

WHEREAS, pursuant to the RFQ and Mobility Authority procurement policies, the Evaluation Committee analyzed and scored each proposal using the criteria and procedures set forth in the RFQ; and

WHEREAS, based on the scores developed by the Evaluation Committee the Interim Executive Director recommends awarding a contract to CP&Y, Inc. for design and construction phase services for the Barton Skyway Ramp Relief Project.

NOW THEREFORE, BE IT RESOLVED that the Board selects CP&Y as the best qualified proposer to provide design and construction phase services for the Barton Skyway Ramp Relief Project and authorizes staff to negotiate an agreement for the provision of such services; and

BE IT FURTHER RESOLVED that once an agreement with CP&Y, Inc has been reached, the Board directs the Interim Executive Director to present the proposed contract to the Board for its approval.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of April 2021.

Submitted and reviewed by:

Approved:

C. Brian Cassidy, Counsel for the
Central Texas Regional Mobility Authority

Robert W. Jenkins, Jr.
Chairman, Board of Directors



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #13

Discuss and consider approving a contract with The Levy Company, Inc. for construction of the 183A ITS Retrofit Maintenance Project

| | |
|---------------------------|---|
| Strategic Plan Relevance: | Regional Mobility |
| Department: | Engineering |
| Contact: | Mike Sexton, P.E., Acting Director of Engineering |
| Associated Costs: | \$948,643.40 |
| Funding Source: | 183A Phase III Project Funds and Renewal and Replacement Fund |
| Action Requested: | Consider and act on draft resolution |

Background/Project Description - The 183A ITS Retrofit Maintenance Project began design in the latter part of 2019 as part of the Authority's first steps of the ITS Master Plan. These retrofit installations will provide much needed ITS equipment along the 183A corridor, allowing improved monitoring of the facility by the Traffic Management Center, decreased incident response times, and better messaging to drivers.

The 183A ITS Retrofit Maintenance Project includes the installation of new conduit, conductors, ground boxes, and sign structures on the 183A corridor between RM 2243 to Avery Ranch Blvd.

Previous Actions/Brief History of the Project/Program -

- In March of 2019, the Authority approved Work Authorization No. 17 with Kapsch TrafficCom to retrofit the ITS system on 183A. The scope of work included installation of new electronics on existing infrastructure and infrastructure that would later be proposed as part of the ITS Retrofit Maintenance Project.
- Later that year, a supplemental to Rodriguez Transportation Group's 183A Phase III Work Authorization #1 was executed, providing necessary funds for the

design.

- Final plans were completed in January 2021 and the project was advertised for bids on February 2, 2021. One bid was received and opened on March 11, 2021.

Action requested - This item will award a construction contract and allow the Executive Director to execute a contract with the lowest responsive bidder.

One bid was received and came in at \$948,643.40 as shown below.

| Contractor | Bid Price | Responsive Bid |
|------------------------|------------------|-----------------------|
| The Levy Company, Inc. | \$948,643.40 | Yes |

The lowest responsive and responsible bidder is The Levy Company, Inc at \$948,643.40. The engineer's estimate was \$720,500.

This bid has been reviewed by the Authority staff and the lowest responsive and responsible bidder is The Levy Company.

Staff Recommendation - Staff recommends that the Board award the contract for construction of the 183A ITS Retrofit Maintenance Project and authorize the Executive Director to execute a contract with to the Levy Company, Inc. for an amount of \$948,643.40 for construction of the 183A ITS Retrofit Maintenance Project.

Funding - 183A Phase III Project Funds and Renewal and Replacement Fund

Backup Provided: Draft Resolution
 Draft Contract

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

RESOLUTION NO. 21-0XX

**APPROVING A CONTRACT WITH THE LEVY COMPANY, INC. FOR CONSTRUCTION OF
THE 183A INTELLIGENT TRANSPORTATION SYSTEM (ITS) RETROFIT MAINTENANCE
PROJECT**

WHEREAS, the Mobility Authority is currently implementing 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 183A ITS Retrofit Maintenance Project requires the installation of new conduit, conductors, ground boxes, and sign structures on the 183A corridor between RM 2243 to Avery Ranch Blvd; and

WHEREAS, the Authority advertised for bid proposals on February 2, 2021, and subsequently received one (1) responsive bid for construction of the 183A ITS Retrofit Maintenance Project; and

WHEREAS, Mobility Authority staff reviewed the bid in accordance with the Mobility Authority's procurement policies and determined that the bid in the amount of \$948,643.40 submitted by The Levy Company, Inc. is responsive, mathematically correct, and materially balanced; and

WHEREAS, the Interim Executive Director requests that the Board authorize him to negotiate and execute a contract with The Levy Company, Inc. in the amount of \$948,643.40 for construction of the 183A ITS Retrofit Maintenance Project.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the award of a construction contract for the 183A ITS Retrofit Maintenance Project to The Levy Company, Inc.; and

BE IT FURTHER RESOLVED, the Interim Executive Director is hereby authorized and directed to negotiate and execute a contract with The Levy Company, Inc in the amount of \$948,643.40 for the construction of the 183A ITS Retrofit Maintenance Project.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of April 2021.

Submitted and reviewed by:

Approved:

C. Brian Cassidy, Counsel for the
Central Texas Regional Mobility Authority

Robert W. Jenkins, Jr.
Chairman, Board of Directors



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

**183A ITS Retrofit
Maintenance Project**

CTRMA Contract No.: 20183A24601C

Bid Documents

Advertisement: February 2, 2021

Central Texas Regional Mobility Authority

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

RETROFIT OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

BID DOCUMENTS
CONTRACT AND CONTRACT BOND
SPECIAL PROVISIONS
SPECIAL SPECIFICATIONS
PLANS

February 2, 2021

Central Texas Regional Mobility Authority

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

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CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

183A ITS RETROFIT MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

RETROFIT OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

INVITATION TO BID

Electronic proposal forms for the above project shall be submitted via the project's CivCast website (<https://www.civcastusa.com/project/5ff5eec30654de743aa739cd/summary>) to the Central Texas Regional Mobility Authority (Authority), by 2:00 PM local time, March 11, 2021. The bids will be publicly posted via the project's CivCast website within 48 hours after the bids are opened.

The contractor will have fifty six (56) working days after the date stated in the written Notice to Proceed to achieve full completion of all work. The Authority reserves the right to make changes in the work to complete the contract, as defined in the specifications.

The complete list of quantities is located in the Bid Form. The principal items of work are as follows:

- Seeding & Vegetative Watering
- Aesthetic DMS Columns
- Structural Steel (Misc Non-Bridge)
- Remove and Relay Pavers
- Conduit
- Ground Boxes
- Overhead Sign Structure
- Drill Shafts
- Concrete Riprap
- Barricades, Signs & Traffic Handling
- Erosion Control Devices
- Electrical Conductors
- Electrical Services

The Official Bid Form for this Contract will be made available to prospective bidders who have met all prequalification requirements on or before 5:00 PM local time, on February 22, 2021 via the project's CivCastUSA website (<https://www.civcastusa.com/project/5ff5eec30654de743aa739cd/summary>).

Prequalification requirements:

- Be registered with State of Texas,
- Be fully prequalified by Texas Department of Transportation (TxDOT),
- Have a bidding capacity per TxDOT prequalification system of \$1 Million,
- Submit a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement.

The deadline for meeting the prequalification requirements and allowing access to the Official Bid Form is February 19, 2021 at Noon.

The Authority cannot be held liable in the event a party is unable to submit a valid bid due to delay in the prequalification procedure. Securing prequalification through TxDOT and the timing thereof, shall at all times be the sole responsibility of the Prospective Bidder.

A Virtual Pre-Bid Meeting for this project will be held at 9:00 AM on February 11, 2021. Details for such Meeting will be provided via the Civcast website.

Complete Contract documents will be available February 2, 2021 for potential bidders and others through the Authority's website (www.mobilityauthority.com) and CivCast's website (<https://www.civcastusa.com/project/5ff5eec30654de743aa739cd/summary>).

Standard Specifications (Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges", November 1, 2014) which form an integral part of this Contract, are available on line at the Texas Department of Transportation (TxDOT) website (<https://www.txdot.gov/business/resources/txdot-specifications.html>).

The contract will be awarded in accordance with Chapter 4 of the Authority's Policy Code available online at the following link:

(https://www.mobilityauthority.com/upload/files/resources/Policy%20Code/32_Policy_Code_Novemeber_18,_2020.pdf).

For more information, please submit a question to the project team through CivCast.com.

Each bid must be accompanied by a Bid Guaranty consisting of a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Total Bid Amount. The apparent low bidder shall deliver the original sealed Bid Bond to CTRMA within five (5) calendar days of such notification.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
William Chapman, Interim Executive Director & Chief Financial Officer
Austin, Texas

Central Texas Regional Mobility Authority

183A ITS RETROFIT MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

BID DOCUMENT CHECKLIST

Prior to submitting a bid, prospective bidders should review the checklist below to ensure that the bid is accepted and not declared nonresponsive. No joint venture participants will be allowed.

Bid Document:

- Are you aware if your affiliates are bidding on the same project?
- Are you pre-qualified by TxDOT through the Confidential Questionnaire process and have a bidding capacity of \$1 Million?
- Have you submitted a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement in order to receive an Official Bid Form?

Bid Document Preparation:

- Is the bid being submitted electronically on the Official Bid Form via the CivCast website?
- Are you submitting only one bid for this project?
- Is the bid signed by your company representative?
- Have you entered prices for all bid items?
- Does the bid document contain all items included in the Official Bid Form?
- Does the bid document contain a total bid value?
- Is the bid free of any additional conditions not included in the bid document provided to you?
- Have you electronically submitted a complete and executed Bid Bond?
- Have you acknowledged each Addendum on CivCast?

Bid Bonds:

- Is the bid bond signed by the surety?
- Is the bid bond signed by the company representative?
- Is the exact name of the contractor(s) listed as the principal?
- Is the impressed surety seal affixed to the bid bond?
- Does the name on the surety seal match the name of the surety on the bond?
- Is the bond dated on or earlier than the letting date of the project?
- Is the signer for the surety listed on the power of attorney attached to the bond?
- Is the surety authorized to issue the bond?

Bid Document Submission:

- Are you aware of the time and date deadline for submission for the bid document?
- Are you submitting a complete bid document?

183A ITS RETROFIT UNOFFICIAL BID FORM

To receive Official Bid Form, request via the project's CivCast website.

<https://www.civcastusa.com/project/5ff5eec30654de743aa739cd/summary>

| ITEM NO. | DESC.CODE | DESCRIPTION | UNIT | QTY | UNIT PRICE |
|----------|-----------|---|------|----------|------------|
| 164 | 6007 | BROADCAST SEED (PERM) (URBAN) (CLAY) | SY | 7,301.00 | |
| 168 | 6001 | VEGETATIVE WATERING | MG | 146.00 | |
| 416 | 6023 | DRILL SHAFT (SIGN MTS) (54 IN) | LF | 80.00 | |
| 420 | 6068 | CL C CONC (SIGN COLUMN) | CY | 61.40 | |
| 432 | 6006 | RIPRAP (CONC)(CL B) | CY | 3.00 | |
| 442 | 6007 | STR STEEL (MISC NON - BRIDGE) | LB | 449.00 | |
| 500 | 6001 | MOBILIZATION | LS | 1.00 | |
| 502 | 6001 | BARRICADES, SIGNS & TRAFFIC HANDLING | MO | 3.00 | |
| 506 | 6038 | TEMP SEDMT CONT FENCE (INSTALL) | LF | 500.00 | |
| 506 | 6039 | TEMP SEDMT CONT FENCE (REMOVE) | LF | 500.00 | |
| 506 | 6041 | BIODEG EROSN CONT LOGS (INSTL) (12") | LF | 805.00 | |
| 506 | 6043 | BIODEG EROSN CONT LOGS REMOVE) | LF | 805.00 | |
| 528 | 6006 | REMOVE AND RELAY PAVERS | SY | 10.00 | |
| 618 | 6016 | CONDT (PVC) (SCH 40) (1") | LF | 360.00 | |
| 618 | 6023 | CONDT (PVC) (SCH 40) (2") | LF | 4,950.00 | |
| 618 | 6025 | CONDT (PVC) (SCH 40) (2") (CONC ENCSE) | LF | 4,300.00 | |
| 618 | 6047 | CONDT (PVC) (SCH 80) (2") (BORE) | LF | 1,860.00 | |
| 618 | 6070 | CONDT (RM) (2") | LF | 540.00 | |
| 620 | 6002 | ELEC CONDR (NO.14) INSULATED | LF | 2,615.00 | |
| 620 | 6009 | ELEC CONDR (NO.6) BARE | LF | 2,540.00 | |
| 620 | 6010 | ELEC CONDR (NO.6) INSULATED | LF | 5,115.00 | |
| 620 | 6015 | ELEC CONDR (NO.2) BARE | LF | 1,970.00 | |
| 620 | 6016 | ELEC CONDR (NO.2) INSULATED | LF | 4,545.00 | |
| 620 | 6021 | ELEC CONDR (NO.2/0) BARE | EA | 425.00 | |
| 624 | 6010 | GROUND BOX TY D (162922) W/APRON | EA | 20.00 | |
| 628 | 6152 | ELC SRV TY D 120/240 060 (NS) SS (N) SP (O) | EA | 2.00 | |
| 628 | 6250 | ELC SRV TY D 120/240 100 (NS) SS (N) SP (O) | EA | 2.00 | |
| 650 | 6024 | INS OH SN SUP(25 FT BAL TEE)(SPAN ONLY) | EA | 2.00 | |
| 6001 | 6002 | PORTABLE CHANGEABLE MESSAGE SIGN | EA | 2.00 | |
| 6185 | 6002 | TMA (STATIONARY) | DAY | 20.00 | |
| | | CONTINGENCY ALLOWANCE | LS | 1.00 | 50,000 |
| | | FORCE ACCOUNT | LS | 1.00 | 60,000 |

(NOTE: Bidders shall **not** remove this bidding form from attached documents.)

Central Texas Regional Mobility Authority

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

RETROFIT OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

BID FOR 183A ITS RETROFIT MAINTENANCE CONTRACT

To the Central Texas Regional Mobility Authority
3300 N I-35, Suite 300
Austin, Texas 78705

Gentlemen:

I/we, the undersigned, declare: that no other person, firm or corporation is interested in this Bid; that I/we have carefully examined the Plans, Standard Specifications, Special Provisions, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein; that I/we understand that the quantities of items shown herein below are approximate only; that I/we have examined the location of the proposed work; that I/we agree to bind myself/ourselves, upon award to me/us by the Central Texas Regional Mobility Authority under this Bid, to enter into and execute a Contract, for the project named above; that I/we agree to start work within thirty (30) calendar days after the date stated in the written Notice-to-Proceed (Item 8.1 of the Specifications), to furnish all necessary materials, provide all necessary labor, equipment, tools and plant, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to fully complete the entire project within fifty six (56) working days after Notice-to-Proceed; and that I/we agree to accept as full compensation for the satisfactory prosecution of this project the contractual bid amount after it is adjusted based on the terms and conditions specified in the contract.

The quantities shown in the above schedule of items are considered to be approximate only and are given as the basis for comparison of bids. The Authority may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. Any increase or decrease in the amount of any item or portion of work will be added or deducted from the total Contract bid price based on the terms and conditions specified in TxDOT Specification Item 4. It is understood that payment for this project will be by unit prices bid.

The cost of any work performed, materials furnished, services provided or expenses incurred, whether or not specifically delineated in the Contract documents but which are incidental to the scope and plans, intent, and completion of this Contract, have been included in the price bid for the various items scheduled hereinabove.

Accompanying this Bid is a bid guaranty consisting of a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Official Total Bid Amount. It is hereby understood and agreed that said Bid Bond is to be forfeited as liquidated damages in the event that, on the basis of this Bid, the Authority should award this Contract to me/us and that I/we should fail to execute and deliver said Contract and the prescribed Contract Bond, together with the proof of proper insurance coverage and other necessary documents, all within fifteen (15) calendar days after award of the Contract; otherwise, said check or bond is to be returned to the undersigned.

Business Name of Bidder _____

Type of Organization Individual
 Partnership
 Corporation

Address of Bidder: _____

Signature of Owner,
Partner or Corp. Officer: _____

Title: _____

Date: _____

Central Texas Regional Mobility Authority

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

NON-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

I, _____, of the
City of _____, County of _____ and State of
_____, being of full age and duly sworn according to law on my oath
depose and say:

That I am _____ (Title) of
_____, the Bidder making
the Bid submitted to the Central Texas Regional Mobility Authority, on the 11th day of March,
2021, for Contract No. 20183A24601C in connection with the 183A ITS Retrofit Maintenance
Project; that I executed the said Bid with full authority to do so;

The said Bidder has not, directly or indirectly, entered into any combination or
arrangement with any person, firm or corporation or entered into any agreement, participated in
any collusion, or otherwise taken any action in restraint of free, competitive bidding or which
would increase the cost of construction or maintenance in connection with the said Contract; that
no person or selling agency has been employed or retained to solicit or secure the said Contract
upon an agreement or understanding for a commission, percentage, brokerage or contingent fee,
except bona fide full-time employees;

And that said Bidder is or has been a member of the following highway contractors' association during the preceding twelve months:

| Name of Association | Location of Principal Office |
|---------------------|------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

I further warrant that all statements contained in said Bid and in this Affidavit are true and correct and made with full knowledge that the said Authority relies upon the truth of the statements contained in said Bid and in this Affidavit in awarding the said Contract.

Sworn to and subscribed
before me this _____
day of _____,
20__.

By: _____
Person Signing Bid

Print Name: _____
Title: _____

Notary Public

My commission expires: _____

Central Texas Regional Mobility Authority

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

DEBARMENT AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

I, _____, of the City
of _____, County of _____ and State of
_____, being of full age and duly sworn according to law on my oath
depose and say:

That I am _____ (Title) of
_____, the Bidder making
the Bid submitted to the Central Texas Regional Mobility Authority, on the 11th day of March,
2021, for Contract No. 20183A24601C in connection with the 183A ITS Retrofit Maintenance
Project; that I executed the said Bid with full authority to do so;

The said Bidder has not been excluded or disqualified from doing business on State or
Federal projects;

And that said Bidder is or has been a member of the following highway contractors'
association during the preceding twelve months:

| Name of Association | Location of Principal Office |
|---------------------|------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

I further warrant that all statements contained in said Bid and in this Affidavit are true and correct and made with full knowledge that the said Authority relies upon the truth of the statements contained in said Bid and in this Affidavit in awarding the said Contract.

Sworn to and subscribed
before me this _____
day of _____,
20__.

By: _____
Person Signing Bid

Print Name: _____
Title: _____

Notary Public

My commission expires: _____

CHILD SUPPORT STATEMENT

Under section 231.006, Family Code, the vendor or applicant certifies that the individual or business entities named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.



CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

Under Family Code, Section 231.006, _____
 Certifies that _____,
 as of _____ is eligible to receive a grant, loan or payment and acknowledges
 that any contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application. This form must be updated whenever any party obtains a 25% ownership interest in the business entity.

| NAME <i>(please print legibly, if handwritten)</i> | SOCIAL SECURITY NUMBER |
|--|------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Family Code, Section 231.006, specifies that a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided in Family Code, Section 231.302(d), a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Subchapters A and D of Title IV of the federal Social Security Act (42 U.S.C. Sections 601 et seq. and 651 et seq.)

CERTIFICATION TO NOT BOYCOTT ISRAEL

Pursuant to Texas Government Code 2271.002, the Mobility Authority must include a provision requiring a written verification that the Contractor does not boycott Israel and will not boycott Israel during the term of the Contract. This provision applies to a contract that:

- 1) is with a Contractor that is not a sole proprietorship;
- 2) is with a Contractor with 10 or more full-time employees, and
- 3) has a value of \$100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

Violation of this certification may result in action by the Mobility Authority.

Signature

Date

Central Texas Regional Mobility Authority

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

BID BOND

KNOW ALL PERSONS MEN BY THESE PRESENTS,
that _____, as Principal/Contractor, and
_____, as Surety, legally authorized to do
business in the State of Texas, are held and firmly bounded unto the Central Texas Regional
Mobility Authority, as Authority, in the amount of at least five percent (5%) percent of the Total
Bid amount, on which the Contract is awarded lawful money of the United States of America, for
the payment of which, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally and firmly by these presents:

WHEREAS, the Contractor is herewith submitting its Bid for Contract No.
20183A24601C, entitled 183A ITS Retrofit Maintenance Project, and

NOW, THEREFORE, the condition of this obligation is such, that if the Contractor shall be
awarded the Contract upon said Bid and shall, within fifteen (15) calendar days after the date of
written notice of such award, enter into and deliver a signed Contract and the prescribed
Performance Bond for the faithful performance of the Contract, together with the required proof of
proper insurance coverage and other necessary documents, then this obligation shall be null and
void; otherwise, to remain in full force and effect, and the Contractor and Surety will pay unto the
Authority the difference in money between the amount of the Total Amount written in the Bid of
said Contractor and the amount for which the Authority may legally contract with another party to
perform the said work, if the latter amount be in excess of the former; but in no event shall the
Surety's liability exceed the penal sum hereof.

SIGNED AND SEALED this _____ day of _____, 20__.

PRINCIPAL/CONTRACTOR

Business Name

Address

Witness or Attest:

By: _____
Title:

(Affix Corporate Seal Here)

SURETY:

Business Name

Address

Witness or Attest:

By: _____
Title:

(Attach evidence of Power of Attorney)

(Affix Corporate Seal Here)

Central Texas Regional Mobility Authority

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

RETROFIT OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas, 78705, hereinafter called the "Authority" and _____ The Levy Company, Inc., or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with the Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, Contract No. 20183A24601C, entitled 183A ITS Retrofit Maintenance Project, in the manner and to the full extent as set forth in the Plans, Standard Specifications, Special Provisions, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of the Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

This Contract is awarded on the basis of the official total Bid Amount based on the unit prices bid of _____ Nine hundred forty eight thousand six hundred and forty three _____ dollars and _____ forty _____ Cents (\$ _____ \$948,643.40 _____).

In consideration of the foregoing premise, the Authority agrees to pay the Contractor for all items of work performed and materials furnished at the amount of the unit prices bid therefore in the Bid submitted for this Contract, subject to any percentage reductions in the total Contract amount that may be named in the Bid corresponding to the basis of award stated in the above paragraph, and subject to the conditions set forth in the Specifications.

The Contractor agrees as follows:

- a. I/WE will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

- b. I/WE agree it is the policy of the Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or 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 on-the-job training.
- c. I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- d. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.
- e. I/WE agree to adhere to all federal/state regulations including, but not limited to, American Disabilities Act, Equal Employment Opportunity, submitting certified payrolls, and participating in Contractor/Subcontractor labor standard reviews.
- f. Notices and advertisements and solicitations placed in accordance with applicable state and federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.
- g. Contract Time - The contractor will have fifty six (56) working days after the date stated in the written Notice-to-Proceed to achieve full completion of all work.
- h. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year written above.

Sworn to and Subscribed

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

before me this _____
day of _____, 20__.

By: _____

William Chapman

Notary Public

Interim Executive Director
and Chief Financial Officer

My commission expires:

CONTRACTOR:

Business Name

Address

Sworn to and subscribed
before me this _____
day of _____, 20__.

by: _____
Notary Public

Title

My commission expires:

(Affix Corporate Seal Here)

INFORMATION ABOUT PROPOSER ORGANIZATION

Proposer's business address:

(No.) (Street) (Floor or Suite)

(City) (State or Providence) (ZIP or Postal Code) (Country)

State or County of Incorporation/Formation/Organization: _____

Signature block for a corporation or limited liability company:

Company: _____

By: _____

Printed Name: _____

Title: _____

Additional Requirements:

- A. If the proposer is a corporation, enter state or country of incorporation in addition to the business address. If the proposer is a partnership, enter state or country of formation. If the proposer is a limited liability company, enter state or country of organization.
- B. Describe in detail the legal structure of the entity making the Bid. If the proposer is a partnership, attach full name and addresses of all partners and the equity ownership interest of each entity, provide the aforementioned incorporation, formation and organization information for each general partner and attach a letter from each general partner stating that the respective partner agrees to be held jointly and severally liable for any and all of the duties and obligations of the proposer under the Bid and under any contract arising therefrom. If the proposer is a limited liability entity, attach full names and addresses of all equity holders and other financially responsible entities and the equity ownership interest of each entity. If the proposer is a limited liability company, include an incumbency certificate executed by a Secretary thereof in the form set on the following page listing each officer with signing authority and its corresponding office. Attach evidence to the Bid and to each letter that the person signing has authority to do so.
- C. With respect to authorization of execution and delivery of the Bid and the Agreements and validity thereof, if any signature is provided pursuant to a power of attorney, a copy of the power of attorney shall be provided as well as a certified copy of corporate or other appropriate resolutions authorizing said power of attorney. If the Proposer is a corporation, it shall provide evidence of corporate authorization in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If the Proposer is a limited liability company, evidence of authorization would be in the form of a limited company resolution and a managing member resolution providing such authorization, certified by an appropriate officer of the managing member. If the Proposer is a partnership, evidence of authorization shall be provided for the governing body of the Proposer and for the governing bodies of each of its general partners, at all tiers, and in all cases certified by an appropriate officer.
- D. The Proposer must also identify those persons authorized to enter discussions on its behalf with the Authority in connection with this Bid, the Project, and The Agreement. The Proposer shall submit with its Bid a power of attorney executed by the Proposer and each member, partner of the Proposer, appointing and designating one or more individuals to act for and bind the Proposer in all matters relating to the Bid.

INCUMBENCY CERTIFICATE

The undersigned hereby certifies to the Central Texas Regional Mobility Authority that he/she is the duly elected and acting _____ Secretary of _____ (the "Company"), and that, as such, he/she is authorized to execute this Incumbency Certificate on behalf of the Company, and further certifies that the persons named below are duly elected, qualified and acting officers of the Company, holding on the date hereof the offices set forth opposite their names.

NAME:

OFFICE:

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate this _____ day of _____.

Secretary

Central Texas Regional Mobility Authority

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of the City of _____

County of _____, and State of _____, as principal,
and

_____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the Central Texas Regional Mobility Authority (Authority), in the penal sum of

_____ Dollars

(\$ _____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority, dated the _____ day of _____, 20__ (the "Contract"), to which the said Contract, along with the Contract Documents referenced therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by the Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Contract Documents hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work performed thereunder, or to the Contract Documents referenced therein, shall in anyway affect the obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms on the Agreement, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20__.

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

(_____) _____
PHONE NUMBER

(_____) _____
PHONE NUMBER

The name and address of the Resident Agency of Surety is:

(_____) _____
PHONE NUMBER

SIGNATURE OF LICENSED LOCAL
RECORDING AGENT appointed to countersign
on behalf of Surety (Required by Art. 21.09 of the
Insurance Code)

I, _____, having executed Bonds
SIGNATURE

for _____ do hereby affirm I have
NAME OF SURETY

verified that said Surety is now certified with Authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

Central Texas Regional Mobility Authority

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

PAYMENT BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of the City of _____

County of _____, and State of _____, as Principal
(hereinafter referred to as the "Principal"), and

_____ authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Central Texas Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of

_____ Dollars

(\$ _____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority, dated the _____ day of _____, 20__ (the "Contract"), to which the said Contract, along with the Contract Documents referenced therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder or to the other Contract Documents accompanying the same.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20__.

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

(_____) _____
PHONE NUMBER

(_____) _____
PHONE NUMBER

The name and address of the Resident Agency of Surety is:

(_____) _____
PHONE NUMBER

SIGNATURE OF LICENSED LOCAL
RECORDING AGENT appointed to countersign
on behalf of Surety (Required by Art. 21.09 of the
Insurance Code)

Central Texas Regional Mobility Authority

183A ITS RETROFIT
MAINTENANCE PROJECT

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RECEIPT OF ADDENDA

Receipt of addendum, if issued, must be acknowledged electronically on the CivCast website.

Failure to confirm receipt of all addenda issued will result in the bid being deemed non-responsive.

Central Texas Regional Mobility Authority

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

SEALS

The enclosed Specifications, Special Provisions, General Notes, and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project.



Robert Carrillo, P.E.

02/01/2021

Rodriguez Transportation Group
Firm # 587

Alteration of a sealed document without proper notification to the responsible engineer is an offence under the Texas Engineering Practice Act.

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GENERAL

“Engineer” shall be the Mobility Authority’s Consultant identified by the Mobility Authority at the Pre-Construction Meeting.

References to manufacturer’s trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved.

Meet weekly with the Engineer and SI to notify him/her of the planned work for the upcoming week. Provide a 3-week “look ahead” as well as all work performed over the past week.

If work is performed at Contractor’s option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

Equip all construction equipment used in roadway work with highly visible omnidirectional flashing warning lights.

Do not leave equipment, after working hours, in a position that will endanger the traveling public.

Intelligent Transportation Systems (ITS) Infrastructure and Toll Collection Systems Infrastructure exists within the limits of this project and that the system must remain operational throughout construction. Backbone and hub communication fiber links are critical and must be maintained during the duration of the project. Use caution if working in these areas to avoid damaging or interfering with existing facilities and infrastructure. In the event of TxDOT system damage, notify TxDOT at (512) 974-0833 and the Toll Operations Division at (512) 874-9177 within one hour of occurrence. In the event of Mobility Authority Toll system or ITS system damage, notify the Mobility Authority Director of Operations at (512) 996-9778 within one hour of occurrence. Failure of the Contractor to repair damage within 8 hours of occurrence to any infrastructure that conveys any corridor information to TxDOT/Mobility Authority will result in the Contractor being billed for the full cost of emergency repairs performed by others. Damage to any toll collection system infrastructure impacting the ability of the TxDOT/Authority to collect, process or transmit transactions will result in the Contractor being billed for lost revenue damages. Revenue damages will be based on historical revenue collected from the affected gantries.

Supply litter barrels in enough numbers at locations as directed to control litter within the project. Consider subsidiary to pertinent Items.

Use a self-contained vacuum broom to sweep the roadway and keep it free of sediment as directed. The contractor will be responsible for any sweeping above and beyond the normal maintenance required to keep fugitive sediment off the roadway as directed by the Engineer.

Protect all areas of the right of way that are not included in the actual limits of proposed construction areas. Exercise care to prevent damage of trees, vegetation and other natural surroundings. Areas not to be disturbed will be as directed by the Engineer. Restore any area disturbed by the Contractor’s operations to a condition as good as, or better than, before the beginning of work.

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Maintain existing landscaping and irrigation system as necessary to keep landscaping in good condition and the irrigation system operational during construction. Remove landscaping damaged during construction. Fix, reroute, and reconnect irrigation lines damaged during construction. Relocate and reconnect any valves or devices in conflict with construction. All associated work will be subsidiary to the various bid items.

Damage to existing pipes and SET's due to Contractor operations will be repaired at Contractor's expense.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

During evacuation periods for Hurricane events the Contractor will cooperate with Mobility Authority for the restricting of Lane Closures and arranging for Traffic Control to facilitate Coastal Evacuation Efforts.

ITEM 5 – CONTROL OF THE WORK

Provide a 48-hour advance email notice to AUS_Locate@txdot.gov to request illumination, traffic signal, ITS, or toll equipment utility locates on TxDOT's system (US 183, 183A Frontage Roads between Brushy Creek and SH 45N). Provide a 48-hour advance notice to the Engineer to request locates on the Mobility Authority's system (183A in areas not mentioned above).

Before the Authority or its Contractor begins work on State right of way, the entity performing the work shall provide TxDOT with a fully executed copy of TxDOT Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate for all persons and entities working on State right of way. This coverage shall be maintained until all work on TxDOT right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and TxDOT may recover damages and all costs of completing the work.

The Project Superintendent or designee will be capable of speaking English and will be available on the project at all times when work is being performed, including subcontractor work. The Superintendent or designee will be available and on-call 24 hours a day.

When directed by the Engineer, designate an official backer/spotter or "dump-man" who shall wear specially marked clothing and specially marked hard hat which specifically identifies them as the backer/spotter and identifies that they are the person who is directing the backing operations. They shall be identified to all project personnel, Contractor and Owner's Representative, when dumping the various project materials throughout the course of the project.

Overhead and underground utilities exist in the vicinity of the project. The exact location of the underground utilities is not known. It is the Contractors responsibility to verify all utility locations.

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If working near power lines, comply with the appropriate sections of Local Legal Requirements, Texas State Law and Federal Regulations relating to the type of work involved.

In the event of unforeseen utility adjustment, the Contractor will prosecute their work in such a manner and sequence as to facilitate the adjustments to be made.

Contractor is to verify all elevations, grades and locations of existing and proposed structures and utilities prior to construction.

Mark and maintain construction staking at DMS locations, or as directed, for the duration of the project. Consider subsidiary to pertinent items.

Electronic Shop Drawing Submittals:

Submit electronic shop drawing submittals accordingly using the CTRMA's Electronic Data Management System (EDMS), which will be established for the Project prior to commencing construction. Submittals will be addressed to the Construction, Engineering and Inspections (CE&I) Firm's Resident Engineer (RE) and additional staff, as appropriate.

ITEM 6 - CONTROL OF MATERIALS

Give a minimum of 3 business day notice to the Engineer for materials, which require inspection at the Plant.

ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES

Refer to the Environmental Permits, Issues and Commitments (EPIC) Plan Sheet for additional requirements and permits.

When any abandoned well is encountered, cease construction operations in this area and notify the Engineer who will coordinate the proper plugging procedures. A water well driller licensed in the State of Texas must be used to plug a well.

Erosion control and stabilization measures must be initiated immediately in portions of the site where construction activities have temporarily ceased and will not resume for a period exceeding 14 calendar days. This work is subsidiary.

Do not park equipment where driver sight distance to businesses and side street intersections is obstructed, especially after work hours. If it is necessary to park where drivers' views are blocked, make every effort to flag traffic accordingly. Give the traveling public first priority.

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. This work is subsidiary.

Maintain positive drainage for permanent and temporary work for the duration of the project. Be responsible for any items associated with the temporary or interim drainage and all related maintenance. This work is subsidiary.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed

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until the designated Geologist or TCEQ representative is present to evaluate and approve remedial action.

Locate aboveground storage tanks kept on-site for construction purposes in a contained area as to not allow any exposure to soils. The containment will be sized to capture 150% of the total capacity of the storage tanks.

PSL in Edwards Aquifer Recharge and Contributing Zone.

Obtain written approval from the Engineer for all on or off right of way PSLs not specifically addressed in the plans. Provide a signed SW3P sketch of the location 30 business days prior to use of the PSL. Include a list of materials, equipment and portable facilities that will be stored at the PSL.

PSL in USACE Jurisdictional Area.

Do not initiate activities in a PSL associated with a U.S. Army Corps of Engineers (USACE) jurisdictional area that have not been previously evaluated by the USACE as part of the permit review of this project. Such activities include, but are not limited to, haul roads, equipment staging areas, borrow and disposal sites. Associated defined here means materials are delivered to or from the PSL. The jurisdictional area includes all waters of the U.S. including wetlands or associated wetlands affected by activities associated with this project. Special restrictions may be required for such work. Consult with the USACE regarding activities, including PSLs that have not been previously evaluated by the USACE. Provide the Department with a copy of all USACE coordination and approvals before initiating activities.

Proceed with activities in PSLs that do not affect a USACE jurisdictional area if self-determination has been made that the PSL is non-jurisdictional or proper clearances have been obtained in USACE jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. Document any determinations that PSL activities do not affect a USACE jurisdictional area. Maintain copies of PSL determinations for review by the Department or any regulatory agency. The Contractor must document and coordinate with the USACE, if required, before any excavation material hauled from or embankment material hauled into a USACE jurisdictional area by either (1) or (2) below.

1. **Restricted Use of Materials for the Previously Evaluated Permit Areas.** When an area within the project limits has been evaluated by the USACE as part of the permit process for this project:
 - a. suitable excavation of required material in the areas shown on the plans and cross sections as specified in Standard Specification Item 110, Excavation is used for permanent or temporary fill within a USACE jurisdictional area;
 - b. suitable embankment from within the USACE jurisdictional area is used as fill within a USACE evaluated area;
 - c. Unsuitable excavation or excess excavation that is disposed of at an approved location within a USACE evaluated area.

2. **Contractor Materials from Areas Other than Previously Evaluated Areas.** Provide the Department with a copy of all USACE coordination and approvals before initiating any activities in a jurisdictional area within the project limits that has not been evaluated by the

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USACE or for any off right of way locations used for the following, but not limited to, haul roads, equipment staging areas, borrow and disposal sites:

- a. Standard Specification Item 132, Embankment is used for temporary or permanent fill within a USACE jurisdictional area;
- b. Unsuitable excavation or excess excavation that is disposed of outside a USACE evaluated area.

Work over or near Bodies of Water (Lakes, Rivers, Ponds, Creeks, etc.).

Keep on site a universal spill kit adequate for the body of water and the work being performed. Debris is not allowed to fall into the ordinary high water level (OHWL). Debris that falls into the OHWL must be removed at the end of each work day. Debris that falls into the floodway must be removed at the end of each work week or prior to a rain event. Install and maintain traffic control devices to maintain a navigable corridor for water traffic, except during bridge demo and beam placement. This work is subsidiary.

Migratory Birds and Bats.

Migratory birds and bats may be nesting within the project limits and concentrated on roadway structures such as bridges and culverts. Remove all old and unoccupied migratory bird nests from any structures, trees, etc. between September 16 and February 28. Prevent migratory birds from re-nesting between March 1 and September 15. Prevention shall include all areas within 25 ft. of proposed work. All methods used for the removal of old nesting areas and the prevention of re-nesting must be submitted to TxDOT 30 business days prior to begin work. This work is subsidiary.

If active nests are encountered on-site during construction, all construction activity within 25 ft. of the nest must stop. Contact the Engineer to determine how to proceed.

No extension of time or compensation payment will be granted for a delay or suspension of work due to the above bird and bat requirements.

Law Enforcement Personnel.

Provide full-time, off-duty, uniformed, certified peace officers in officially marked vehicles, as part of traffic control operations, as directed.

Show proof of certification by the Texas Commission on Law Enforcement Standards.

Patrol vehicles must be clearly marked to correspond with the officer's agency and equipped with appropriate lights to identify them as law enforcement. For patrol vehicles not owned by a law enforcement agency, markings will be retroreflective and legible from 100 ft. from both sides and the rear of the vehicle. Lights will be high intensity and visible from all angles.

No payment will be made for peace officers unless the Contractor completes the proper CTRMA Tracking Form. Submit Invoices that agree with the Tracking Form for payment at the end of each month, when approved services were provided. Request the Tracking Form from the CTRMA.

No payment for officers used for moving equipment without prior written approval.

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A maximum combined rate of \$70 per hour for the law enforcement personnel and the patrol vehicle will be allowed. Any scheduling fee is subsidiary per Standard Specification 502.4.2.

Cancel “Off-Duty” Peace Officers and their Motor Vehicle Units when the scheduled lane closures are canceled. Failure to complete the cancellation will not be cause for Payment, by CTRMA, for “Show-Up” Time.

ITEM 8 – PROSECUTION AND PROGRESS

Working days will be charged in accordance with 8.3.1.4, “Standard Workweek”.

Work shall be completed within 56 working days of the issuance of Notice to Proceed.

Accrue contract time charges through the Contractor’s completion of the final punch list.

Work is allowed to be performed during the nighttime, with prior approval from the Engineer.

Electronic versions of schedules will be saved in Primavera P6 format.

A Critical Path Method (CPM) Schedule in Primavera is required to allow coordination with the Systems Integrator (SI). Use software fully compatible with Primavera P6. Provide in PDF format when distributing CPM Schedule.

Lane Closure Liquidated Damages (LCLDs) will be assessed as shown in the **Table 1** below.

Any unauthorized lane closures will result in an assessment to the Contractor of \$1,000 per lane per hour or the assigned LCLD in the Table, whichever is the higher amount.

All Liquidated Damage assessments for the Contractor will be added or subtracted from the value of the Payment Application for that associated period.

Table 1: Lane Closure Liquidated Damages (LCLD) Rates

| Lane Rental Period | Late Charges (Per Lane) | | | |
|---|-------------------------|----------|---------|----------|
| | 183A | | US 183 | |
| | Lane | Shoulder | Lane | Shoulder |
| 0-15 Minutes | \$1,000 | \$1,000 | \$1,000 | \$1,000 |
| 15-30 Minutes | \$2,000 | \$2,000 | \$2,000 | \$2,000 |
| 30-45 Minutes | \$3,000 | \$3,000 | \$3,000 | \$3,000 |
| 45-60 Minutes | \$4,000 | \$4,000 | \$4,000 | \$4,000 |
| Every additional 15-Minute Interval after 1 Hour | \$2,000 | \$2,000 | \$2,000 | \$2,000 |

For Example: If the Contractor has one lane of traffic closed on US 183 until Monday at 5:32 a.m., the Contractor is 32 minutes outside of the allowable lane closure period. The late charges will be accrued as follows:

$$1 \text{ Lane Closed} \times [\$1,000 + \$1,000 + \$1,000] = \$3,000$$

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ITEM 164 – SEEDING FOR EROSION CONTROL

Obtain vegetation establishment of all seeded areas, including adequate coverage, prior to “Final Acceptance.” If all other work is complete, time charges may be suspended, until adequate coverage is established.

Provide measurements for payment of seeding for erosion control quantities before seeding. Consider subsidiary to the pertinent Items.

ITEM 168 VEGETATIVE WATERING

Water all areas of project to be seeded or sodded.

Maintain the seedbed in a condition favorable for the growth of grass. Watering can be postponed immediately after a rainfall on the site of ½ inch or greater, but will be resumed before the soil dries out. Continue watering until “Final Acceptance” or as directed by the Engineer.

Obtain water at a source that is metered (furnish a current certification of the meter being used) or furnish the manufacturer’s specifications showing the tank capacity for each truck used. Notify the Engineer, each day that watering takes place, before watering, so that meter readings or truck counts can be verified.

ITEM 204 – SPRINKLING

Apply water for dust control as directed. When dust control is not being maintained, cease operations until dust control is maintained. Consider subsidiary to the pertinent Items.

ITEM 416 - DRILLED SHAFT FOUNDATIONS

Stake all Foundations, for approval, before beginning drilling operations.

Obtain approval of placement prior to placing concrete.

Protect Drilled Shafts from accidental entry at all times.

Remove spoils from a flood plain at the end of each work day.

ITEM 420 – CONCRETE SUBSTRUCTURES

Perform work during good weather unless otherwise directed. If work is performed at Contractor’s option, when inclement weather is impending, and the work is damaged by the weather, the Contractor is responsible for all costs associated with repairs/replacement.

Remove all loose Formwork and other Materials from the floodplain or drainage areas daily.

ITEM 432 – RIPRAP

Saw-cut existing riprap then epoxy 12 in. long No. 3 or No. 4 bars 6 in. deep at a maximum spacing of 18 in. in each direction to tie new riprap to existing riprap. This work is subsidiary.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

Cover, relocate or remove existing signs that conflict with traffic control. Install all permanent signs, delineation, and object markers required for the operation of the roadway before opening to

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traffic. Use of temporary mounts is allowed or may be required until the permanent mounts are installed or not impacted by construction. Maintain the temporary mounts. This work is subsidiary.

Do not set up traffic control when the pavement is wet.

Maintain access to all streets and driveways at all times, unless otherwise approved. Considered subsidiary to the pertinent Items.

Place a 28 inch cone, meeting requirements of BC (10), on top of foundations that have protruding studs. This work is subsidiary.

Lane and Shoulder Closures are to be handled according to the applicable “TCP” Standard Sheet and/or as directed by the Engineer. Refer to Table 2 and Table 3 for additional information regarding Lane Closures.

Table 2

| Roadway | Limits | * Allowable Closure Time |
|---------|-------------------|--------------------------|
| 183A | SH 29 to Lakeline | 9A to 3P |
| 183A | SH 29 to Lakeline | 9P to 5A |

Closure Times shown in Table 1 apply the Mainlanes, Ramps, Frontage Roads and Side Streets.

* Allowable Closure Time includes setup and cleanup time.

Table 3

| Work Location | Type of Closure | Standard Sheet |
|---------------|-------------------------------|------------------------------|
| CCTV # 9 | Mainlane Shoulder | TCP (5-1)-18 |
| | Mainlane Travel Lane(s) | TCP (6-1)-12 |
| NB DMS # 1 | Frontage Road Travel Lane | TCP (1-4)-18 or TCP (2-4)-18 |
| | Mainlane Shoulder | TCP (5-1)-18 |
| | Mainlane Travel Lane(s) | TCP (6-5)-12 |
| CCTV # 6 | Frontage Road Travel Lane | TCP (1-4)-18 or TCP (2-4)-18 |
| | Mainlane Shoulder | TCP (5-1)-18 |
| | Mainlane Travel Lane(s) | TCP (6-5)-12 |
| | Exit Ramp | TCP (6-4)-12 |
| CCTV # 5 | Frontage Road Travel Lane | TCP (1-4)-18 or TCP (2-4)-18 |
| | Mainlane Travel Lane(s) | TCP (6-1)-12 |
| CCTV # 3 | Frontage Road Travel Lane | TCP (1-4)-18 or TCP (2-4)-18 |
| | Mainlane Shoulder | TCP (5-1)-18 |
| SB DMS # 2 | Mainlane Shoulder | TCP (5-1)-18 |
| | Mainlane Travel Lane(s) | TCP (6-1)-12 |
| CCTV # 2 | Frontage Road Travel Lane | TCP (1-4)-18 or TCP (2-4)-18 |
| | Turnaround | |
| | Avery Ranch Blvd or Bell Blvd | |
| | Mainlane Shoulder | TCP (5-1)-18 |
| | Mainlane Travel Lane(s) | TCP (6-1)-12 |

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No closures will be allowed on the weekends, working day prior, and working day after the National Holidays defined in the Standard Specifications, Good Friday, and Easter weekend. Closures the Sunday of the Super Bowl will not be allowed from 1 P to 11 P. No closures will be allowed on Friday and the weekends for projects within 20 miles of ACL Fest, SXSW, ROT Rally, UT home football games (includes games not on a Friday or weekend), sales tax holiday, Dell Match Play (includes Thursday) or other special events that could be impacted by the construction. All lanes will be open by noon of the day before these special events.

Maintain two (2) lanes in each direction along Mainlanes at all times. Maintain a minimum of 1 through lane(s) in each direction along Frontage Roads, during the daylight hours, as directed.

Shadow Vehicle with TMA is required for setup/removal of traffic control devices.

Lane Closure Advance Notification Requirements:

Submit the request a minimum of 48 hours (96 hours for nighttime work) prior to the closure. The email will indicate the estimated date, time, duration and location for the proposed work. As part of the LCN, submit a written description of the lane closure(s) depicting proposed traffic control devices used, based on the appropriate plan sheet, TxDOT and TMUTCD standards, and an operational description of the work to be performed. Secure concurrence, prior to the publication of any notices or placement of any traffic control devices for implementation of the traffic control plan, hereinafter called a Lane Closure Notice (LCN).

Submit a cancellation of lane closures a minimum of 18 hours prior to implementation.

Blanket requests for extended periods are not allowed. Max duration of a request is 2 weeks prior to requiring resubmittal. Provide 2-hour notice prior to implementation and immediately upon removal of the closure.

Cancellations of accepted closures (not applicable to full closures or detours) due to weather will not require resubmission in accordance with the above restrictions if the work is completed during the next allowable closure time.

Meet with the Engineer prior to lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Take immediate action to modify traffic control, if at any time the queue becomes greater than 20 minutes. Have a contingency plan of how modification will occur. Consider inclement weather prior to implementing the lane closures.

In the case of an unauthorized lane closure, all approved LCNs will be revoked until a Meeting is held between the Contractor and the Engineer. No lane closure notices will be approved until the Meeting is concluded.

Coordinate Main Lane Closures with adjacent projects including those projects owned by other Agencies and Departments.

ITEM 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENV CONTROLS

Install, maintain, remove erosion, sedimentation and environmental control measures in areas of the right of way utilized by the contractor that are outside the limits of disturbance required for construction. Permanently stabilize the area. This work is subsidiary.

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County: Williamson

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Consider the SW3P for this project to consist of the following items, as directed:

Erosion Control Logs and Temporary Sediment Control Fence

ITEM 600s & 6000s – ITS

Use materials from Material Producer List as shown on the TxDOT website (TxDOT.gov > Business > Resources). Furnish new material as required per Standard Specification.

Meet the requirements of the NEC, Texas MUTCD, TxDOT standards, and TxDOT Standard Specifications. Notify the Engineer if existing elements to remain do not meet code or specification.

Contractor will furnish and install DMS sign supports as shown in the plans. Coordinate with CTRMA/SI to properly locate and install vertical DMS sign supports.

Maintain the existing ITS equipment operational during construction. ITS downtime is allowed from 12A to 4A. Downtime is restricted to one time per HUB or equipment.

Definitions of abbreviations used to designate ITS equipment, material, etc. can be provided by the Engineer.

ITEM 618 - CONDUIT

Exposed conduit installed on Existing Overhead Sign Structures shall be painted to match the color of the Sign Column. Contractor shall obtain Engineer's concurrence on paint color and method prior to painting the conduit. Contractor shall meet the pertinent requirements of Item 445 "Galvanizing", Item 446 "Field Cleaning and Painting Steel" and Departmental Materials Specification DMS-8102 "Paint Systems for Galvanized Steel". The work performed, materials furnished and other incidentals will not be paid for directly but will be considered subsidiary to Item 618.

Fit PVC conduit terminations with bell ends.

The locations of conduit and ground boxes are diagrammatic, shift as directed to accommodate field conditions. Coordinate with Systems Integrator and Mobility Authority prior to making any changes.

Contractor shall locate and avoid utilities and existing drainage structures and concrete riprap. Sawcut and repair riprap when necessary. Repair riprap as shown under Item 432. Consider subsidiary to Item 618.

Install conduit at a minimum depth of 2 ft. below finished grade. Installation of the conduit by jacking or boring method will be at a depth of at least 1 ft. below subgrade.

Install a high tension, non-metallic pull rope in all conduit runs. Cap all empty conduit using standard weather tight conduit caps. This work is subsidiary.

Use a coring device when drilling holes through concrete structures.

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County: Williamson

Highway: 183A ITS Retrofit

Structurally mounted junction boxes will be as shown on the plans. This work is subsidiary.

When using existing conduit, ensure that all conduits have bushings and cleaned of dirt, mud, grease, and other debris. Re-strap existing or relocated conduit per the specification. This work is subsidiary. Abandon existing underground conduit that is unusable is allowed if all conductors are removed. Replacement conduit will be paid using the existing bid items.

ITEM 620 - ELECTRICAL CONDUCTORS

Install a minimum size 8 AWG equipment grounding conductor (EGC) in all conduits including loop detectors and traffic signal cables. Payment and the size of the EGC will be in accordance with standard ED (3)-14 note 12.

ITEM 624 – GROUND BOXES

Aggregate for fill under the box will be crushed, have a maximum size of 2 in., minimum size of ½ in., and requirements per Item 302 are waived.

ITEM 628 – ELECTRICAL SERVICES

Place temporary electrical services in Contractor's Name. Costs for connection charges, meter charges, consumption charges, and other charges for temporary electrical service are not reimbursable for payment.

ITEM 650 – OVERHEAD SIGN SUPPORTS

Use lengths of trusses, tower heights, and posts shown in the summaries for bidding purposes only. Verify these dimensions and vertical clearances prior to shop drawing production.

Provide all the materials needed for the installation of foundations under this Item.

ITEM 6000s – ITS

Maintain the existing equipment and HUB buildings operational during construction. Network downtime is allowed from 12A to 4A. Downtime is restricted to one time per HUB or equipment.

Definitions of abbreviations used to designate ITS equipment, material, etc. can be provided by the Engineer.

ITEM 6001 – PORTABLE CHANGEABLE MESSAGE SIGN

Provide 2 PCMS. Provide a replacement within 12 hours. PCMS will be available for traffic control, event notices, roadway conditions, service announcements, etc.

ITEM 6010 - CCTV FIELD EQUIPMENT

Include all incidental work, material, and services not expressly called for in the specifications, or not shown on the plans, which may be necessary for a complete and properly functioning system. This work is subsidiary.

SI will be responsible for providing one each of CCTV camera, lens, housing, pan/tilt, controller, and any necessary cables and incidentals necessary to produce a usable video image in conjunction with the acceptance inspection for special specification Item 6064 "ITS Pole with Cabinet".

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County: Williamson

Highway: 183A ITS Retrofit

Furnish material identical to those supplied for this project, conforming to the plans and specifications, and becoming the property of the Mobility Authority. This work is subsidiary.

ITEM 6016 – MULTI-DUCT CONDUIT SYSTEM

Concrete or flowable fill encasement is not required unless stated in bid item code.

ITEM 6185 – TRUCK MOUNTED ATTENUATOR AND TRAILER ATTENUATOR

TMA/TA shall be used when installing and removing a TCP Setup. The same TMA/TA used for the TCP installation/removal shall be used and paid in the same manner as the TCP Setup.

Contractor will be responsible for determining if one or more operations will be ongoing at the same time to determine the total number of TMA/TA required for the project.

Central Texas Regional Mobility Authority

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

RETROFIT OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

SPECIFICATION LIST

PREFACE:

The "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" of the Texas Department of Transportation, 2014, as amended and augmented by the Supplemental Specifications following, shall govern the performance of the Contract. These specifications hereby are made a part of the Contract as fully and with the same effect as if set forth at length herein.

Attention is directed to the fact that any other documents printed by the Texas Department of Transportation modifying or supplementing said "Standard Specifications", such as Standard Supplemental Specifications, Special Provisions (by the Department), Notice to Bidders, etc., do not form a part of this Contract nor govern its performance, unless specifically so-stated in the Supplemental Specifications herein contained.

Attention is directed to the use of "Proposal" in standard TxDOT documents included in this contract (Standard Specifications, Special Provisions, & Special Specifications) is equivalent to "Bid" in the Mobility Authority's documents. This shall be accounted for when working contract documents prepared by the Mobility Authority with those standards prepared by TxDOT.

Attention is directed to the use of "Department" in standard TxDOT documents included in this contract (Standard Specifications, Special Provisions, & Special Specifications) is equivalent to "Mobility Authority" in the Mobility Authority's documents.

References made to specific section numbers in these Special Provisions, or in any of the various documents which constitute the complete Contract Documents, shall, unless otherwise denoted, be construed as referenced to the corresponding section of the "Standard Specifications" issued by the Texas Department of Transportation in 2014.

CONTRACT : 2018324601C
HIGHWAY : 183A PHASE I & II
COUNTY : WILLIAMSON

Central Texas Regional Mobility Authority

GOVERNING SPECIFICATIONS

(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPANCIES OCCUR BETWEEN THE TECHNICAL SPECIFICATIONS, THE FOLLOWING DESCENDING ORDER OF PRIORITY SHALL GOVERN: (1) SPECIAL CONDITIONS, (2) SPECIAL PROVISIONS TO SPECIAL SPECIFICATIONS, (3) SPECIAL SPECIFICATIONS, (4) SPECIAL PROVISIONS, AND (5) STANDARD SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

| | |
|-----------|--|
| ITEMS 1-9 | GENERAL REQUIRMENTS AND COVENANTS |
| ITEM 164 | SEEDING FOR EROSION CONTROL (162)(166)168) |
| ITEM 168 | VEGETATIVE WATERING |
| ITEM 416 | DRILLED SHAFT FOUNDATIONS (405)(420)(421)(423)(440)(448) |
| ITEM 420 | CONCRETE SUBSTRUCTURES (400)(404)(421)(422)(427)(440)(441)(448) |
| ITEM 432 | RIPRAP (420)(421)(431)(440) |
| ITEM 442 | METAL FOR STRUCTURES (441)(445)(446)(447)(448) |
| ITEM 500 | MOBILIZATION |
| ITEM 502 | BARRICADES, SIGNS AND TRAFFIC HANDLING |
| ITEM 506 | TEMPORARY EROSION, SEDIMENTATION AND ENVIRONMENTAL CONTROLS (161)(432)(556) |
| ITEM 528 | COLORED TEXTURED CONCRETE AND LANDSCAPE PAVERS (132)(247)(275)(401)(420)(421)(440) |
| ITEM 618 | CONDUIT (400)(476) |
| ITEM 620 | ELECTRICAL CONDUCTORS (610)(628) |
| ITEM 624 | GROUND BOXES (420)(421)(432)(440)(618)(620) |
| ITEM 628 | ELECTRICAL SERVICES (441)(445)(449)(618)(620)(656) |
| ITEM 650 | OVERHEAD SIGN SUPPORTS (416)(420)(421)(441)(442)(445)(449)(618)(654) |

SPECIAL PROVISIONS:

| | | |
|--|-----------------|------|
| WAGE RATES | | B-4 |
| SPECIAL PROVISION TO ITEM 000 | (000--001--RMA) | B-7 |
| Schedule of Liquidated Damages | | |
| SPECIAL PROVISION TO ITEM 000 | (000--002--RMA) | B-8 |
| Nondiscrimination | | |
| SPECIAL PROVISION TO ITEM 000 | (000--008) | B-11 |
| Special Labor Provisions for State Projects | | |
| SPECIAL PROVISION TO ITEM 000 | (000--009) | B-13 |
| Small Business Enterprise in State Funded Projects | | |

| | | |
|---|-----------------|------|
| SPECIAL PROVISION TO ITEM 000 | (000--011--RMA) | B-17 |
| Buy America | | |
| SPECIAL PROVISION TO ITEM 000 | (000--659) | B-18 |
| Notice of Contractor Performance Evaluations | | |
| SPECIAL PROVISION TO ITEM 000 | (000--954--RMA) | B-20 |
| Certificate of Interested Parties (Form 1295) | | |
| SPECIAL PROVISION TO ITEM 001 | (001--001--RMA) | B-21 |
| SPECIAL PROVISION TO ITEM 002 | (002--005--RMA) | B-24 |
| SPECIAL PROVISION TO ITEM 003 | (003--005--RMA) | B-25 |
| SPECIAL PROVISION TO ITEM 004 | (004--001--RMA) | B-26 |
| SPECIAL PROVISION TO ITEM 005 | (005--003) | B-27 |
| SPECIAL PROVISION TO ITEM 006 | (006--001--RMA) | B-28 |
| SPECIAL PROVISION TO ITEM 007 | (007--003--RMA) | B-29 |
| SPECIAL PROVISION TO ITEM 007 | (007--004) | B-30 |
| SPECIAL PROVISION TO ITEM 007 | (007--008) | B-32 |
| SPECIAL PROVISION TO ITEM 007 | (007--011) | B-33 |
| SPECIAL PROVISION TO ITEM 008 | (008--002--RMA) | B-36 |
| SPECIAL PROVISION TO ITEM 009 | (009--001--RMA) | B-41 |
| SPECIAL PROVISION TO ITEM 247 | (247--003) | B-43 |
| SPECIAL PROVISION TO ITEM 421 | (421--009) | B-45 |
| SPECIAL PROVISION TO ITEM 427 | (427--003) | B-51 |
| SPECIAL PROVISION TO ITEM 441 | (441--002) | B-52 |
| SPECIAL PROVISION TO ITEM 442 | (442--001) | B-53 |
| SPECIAL PROVISION TO ITEM 446 | (446--005) | B-54 |
| SPECIAL PROVISION TO ITEM 447 | (447--001) | B-55 |
| SPECIAL PROVISION TO ITEM 449 | (449--002) | B-57 |
| SPECIAL PROVISION TO ITEM 502 | (502--008) | B-58 |
| SPECIAL PROVISION TO ITEM 506 | (506--005) | B-59 |
| SPECIAL PROVISION TO ITEM 6185 | (6185--002) | B-61 |

SPECIAL SPECIFICATIONS:

| | | |
|-----------|--|------|
| ITEM 6001 | PORTABLE CHANGEABLE MESSAGE SIGN | B-62 |
| ITEM 6185 | TRUCK MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA) | B-64 |

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

The wage rates listed herein are those predetermined by the Secretary of Labor and State Statute and listed in the United States Department of Labor's (USDOL) General Decisions dated **01-01-2021** and are the minimum wages to be paid accordingly for each specified classification. 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 herein and not in the USDOL's general decision, must be submitted to the Engineer for approval. **IMPORTANT NOTICE FOR STATE PROJECTS:** only the controlling wage rate zone applies to the contract. Effective 01-01-2021.

| CLASS. # | CLASSIFICATION DESCRIPTION | ZONE TX02 | ZONE TX03 | ZONE TX04 | ZONE TX05 | ZONE TX06 | ZONE TX07 | ZONE TX08 | ZONE TX24 | ZONE TX25 | ZONE TX27 | ZONE TX28 | ZONE TX29 | ZONE TX30 | ZONE TX37 | ZONE TX38 | ZONE TX42 |
|----------|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| | | *(TX20210002) | *(TX20210003) | *(TX20210004) | *(TX20210005) | *(TX20210006) | *(TX20210007) | *(TX20210008) | *(TX20210024) | *(TX20210025) | *(TX20210027) | *(TX20210028) | *(TX20210029) | *(TX20210030) | *(TX20210037) | *(TX20210038) | *(TX20210042) |
| 1428 | Agricultural Tractor Operator | | | | | | \$12.69 | | | | | \$12.35 | | | \$11.75 | | |
| 1300 | Asphalt Distributor Operator | \$14.87 | \$13.48 | \$13.88 | \$15.72 | \$15.58 | \$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 | \$14.05 | \$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 | \$11.65 | \$12.12 | \$11.64 | \$11.44 | \$12.69 | \$12.05 | \$11.34 | \$11.67 | \$11.40 | \$12.59 | \$12.36 | \$11.78 |
| 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 | \$11.99 | | \$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 | \$12.64 | \$12.56 | \$12.77 | \$12.44 | \$14.12 | \$13.04 | \$13.38 | \$12.64 | \$12.80 | \$12.79 | \$12.98 | \$13.32 |
| 1318 | Concrete Pavement Finishing Machine Operator | | | | \$16.05 | | \$15.48 | | | \$16.05 | | \$19.31 | | | | \$13.07 | |
| 1315 | Concrete Paving, Curing, Float, Texturing Machine Operator | | | | | | | | | | | \$16.34 | | | | | \$11.71 |
| 1333 | Concrete Saw Operator | | | | \$14.67 | | | | | \$14.48 | \$17.33 | | | | | | \$13.99 |
| 1399 | Concrete/Gunite Pump Operator | | | | | | | | | | | | | | | | |
| 1344 | Crane Operator, Hydraulic 80 tons or less | | | | \$18.22 | | \$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 | \$17.27 | | \$15.87 | | | \$17.27 | | \$14.67 | | | \$16.42 | \$14.97 | \$13.87 |
| 1343 | Crane Operator, Lattice Boom Over 80 Tons | | | | \$20.52 | | \$19.38 | | | \$20.52 | | \$17.49 | | | \$25.13 | \$15.80 | |
| 1306 | Crawler Tractor Operator | \$13.96 | \$16.63 | \$13.62 | \$14.26 | | \$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 | | | | \$20.32 | | \$17.24 | | | | | | | | | | |
| 1139 | Electrician | \$20.96 | | \$19.87 | \$19.80 | | \$26.35 | | \$20.27 | \$19.80 | | \$20.92 | | | | \$27.11 | \$19.87 |
| 1347 | Excavator Operator, 50,000 pounds or less | \$13.46 | \$12.56 | \$13.67 | \$17.19 | | \$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 | \$17.04 | | \$17.71 | | | \$16.99 | \$18.80 | \$16.22 | | | | \$14.53 | \$13.52 |
| 1150 | Flagger | \$9.30 | \$9.10 | \$8.50 | \$10.28 | \$8.81 | \$9.45 | \$8.70 | \$10.06 | \$9.71 | \$9.03 | \$8.81 | \$9.08 | \$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 | \$13.93 |
| 1360 | Foundation Drill Operator, Crawler Mounted | | | | \$17.99 | | | | | \$17.99 | | | | | | \$17.43 | |
| 1363 | Foundation Drill Operator, Truck Mounted | | \$16.86 | \$22.05 | \$21.51 | | \$16.93 | | | \$21.07 | \$20.20 | \$20.76 | | \$17.54 | \$21.39 | \$15.89 | \$22.05 |
| 1369 | Front End Loader Operator, 3 CY or Less | \$12.28 | \$13.49 | \$13.40 | \$13.85 | | \$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 | \$14.96 | | \$13.21 | \$12.86 | \$13.57 | \$14.72 | \$13.75 | \$12.32 | | | \$13.19 | \$13.17 | \$13.02 |
| 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 |

| CLASS. # | CLASSIFICATION DESCRIPTION | ZONE | ZONE | ZONE | ZONE | ZONE | ZONE | ZONE | ZONE | ZONE | ZONE | ZONE | ZONE | ZONE | ZONE | ZONE | ZONE | |
|----------|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|-----------------------|-----------------------|-----------------------|---------|
| | | TX02 *(TX20210002) | TX03 *(TX20210003) | TX04 *(TX20210004) | TX05 *(TX20210005) | TX06 *(TX20210006) | TX07 *(TX20210007) | TX08 *(TX20210008) | TX24 *(TX20210024) | TX25 *(TX20210025) | TX27 *(TX20210027) | TX28 *(TX20210028) | TX29 *(TX20210029) | TX30 *(TX202210030) | TX37 *(TX20210037) | TX38 *(TX20210038) | TX42 *(TX20210042) | |
| 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 | \$12.90 | |
| 1187 | Mechanic | \$20.14 | \$15.47 | \$17.47 | \$17.74 | \$17.00 | \$17.10 | | | \$17.68 | \$18.94 | \$18.58 | \$17.00 | \$16.61 | \$18.46 | \$16.96 | \$17.47 | |
| 1380 | Milling Machine Operator | \$15.54 | \$14.64 | \$12.22 | \$14.29 | | \$14.18 | | | \$14.32 | \$14.35 | \$12.86 | | | \$14.75 | \$13.53 | \$12.80 | |
| 1390 | Motor Grader Operator, Fine Grade | \$17.49 | \$16.52 | \$16.88 | \$17.12 | \$18.37 | \$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 | \$16.20 | \$17.07 | \$14.63 | \$18.50 | | \$16.02 | \$16.44 | \$15.12 | \$16.85 | \$14.47 | \$17.39 | \$14.23 | \$15.53 | |
| 1413 | Off Road Hauler | | | \$10.08 | \$12.26 | | \$11.88 | | | \$12.25 | | \$12.23 | | | \$13.00 | \$14.60 | | |
| 1196 | Painter, Structures | | | | | \$21.29 | \$18.34 | | | | | | \$21.29 | | | \$18.62 | | |
| 1396 | Pavement Marking Machine Operator | \$16.42 | | \$13.10 | \$13.55 | | \$19.17 | \$12.01 | | \$13.63 | \$14.60 | \$13.17 | | \$16.65 | \$10.54 | \$11.18 | \$13.10 | |
| 1443 | Percussion or Rotary Drill Operator | | | | | | | | | | | | | | | | | |
| 1202 | Piledriver | | | | | | | | | | | | | | | | \$14.95 | |
| 1205 | Pipelayer | | \$11.87 | \$14.64 | \$13.17 | \$11.17 | \$12.79 | | \$11.37 | \$13.24 | \$12.66 | \$13.24 | \$11.17 | \$11.67 | | | \$12.12 | \$14.64 |
| 1384 | Reclaimer/Pulverizer Operator | \$12.85 | | | \$11.90 | | \$12.88 | | | \$11.01 | | \$10.46 | | | | | | |
| 1500 | Reinforcing Steel Worker | \$13.50 | \$14.07 | \$17.53 | \$16.17 | | \$14.00 | | | \$16.18 | \$12.74 | \$15.83 | | \$17.10 | | \$15.15 | \$17.72 | |
| 1402 | Roller Operator, Asphalt | \$10.95 | | \$11.96 | \$13.29 | | \$12.78 | \$11.61 | | \$13.08 | \$12.36 | \$11.68 | | \$11.71 | \$11.95 | \$11.50 | | |
| 1405 | Roller Operator, Other | \$10.36 | | \$10.44 | \$11.82 | | \$10.50 | \$11.64 | | \$11.51 | \$10.59 | \$10.30 | | \$12.04 | \$12.85 | \$11.57 | \$10.66 | |
| 1411 | Scraper Operator | \$10.61 | \$11.07 | \$10.85 | \$12.88 | | \$12.27 | | \$11.12 | \$12.96 | \$11.88 | \$12.43 | | \$11.22 | \$13.95 | \$13.47 | \$10.89 | |
| 1417 | Self-Propelled Hammer Operator | | | | | | | | | | | | | | | | | |
| 1194 | Servicer | \$13.98 | \$12.34 | \$14.11 | \$14.74 | | \$14.51 | \$15.56 | \$13.44 | \$14.58 | \$14.31 | \$13.83 | | \$12.43 | \$13.72 | \$13.97 | \$14.11 | |
| 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 | \$14.71 | | \$14.04 | | | \$14.73 | \$13.84 | \$13.68 | | \$13.45 | \$11.83 | \$13.58 | \$14.05 | |
| 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 | \$13.41 | |
| 1612 | Truck Driver Transit-Mix | | | | \$14.14 | | | | | \$14.14 | | | | | | | | |
| 1600 | Truck Driver, Single Axle | \$12.74 | \$10.82 | \$10.75 | \$13.04 | \$11.61 | \$11.79 | \$13.53 | \$13.16 | \$12.31 | \$13.40 | \$10.30 | \$11.61 | | \$11.97 | \$11.46 | \$10.75 | |
| 1606 | Truck Driver, Single or Tandem Axle Dump Truck | \$11.33 | \$14.53 | \$11.95 | \$12.95 | | \$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 | \$13.42 | | \$12.81 | \$13.16 | | \$12.86 | \$16.22 | \$12.50 | | | \$13.80 | \$12.27 | \$12.50 | |
| 1441 | Tunneling Machine Operator, Heavy | | | | | | | | | | | | | | | | | |
| 1442 | Tunneling Machine Operator, Light | | | | | | | | | | | | | | | | | |
| 1706 | Welder | | \$14.02 | | \$14.86 | | \$15.97 | | \$13.74 | \$14.84 | | | | | \$13.78 | | | |
| 1520 | Work Zone Barricade Servicer | \$10.30 | \$12.88 | \$11.46 | \$11.70 | \$11.57 | \$11.85 | \$10.77 | | \$11.68 | \$12.20 | \$11.22 | \$11.51 | \$12.96 | \$10.54 | \$11.67 | \$11.76 | |

Notes:

*Represents the USDOL wage decision.

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.

For reference, the titles and descriptions for the classifications listed here are detailed further in the AGC of Texas' *Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas* posted on the AGC's Web site for any contractor.

**TEXAS COUNTIES IDENTIFIED BY
WAGE RATE ZONES: 2, 3, 4, 5, 6, 7, 8, 24, 25, 27, 28, 29, 30, 37, 38, 42**

| County Name | Zone | County Name | Zone | County Name | Zone | County Name | Zone |
|---------------|------|-------------|------|-------------|------|---------------|------|
| Anderson | 28 | Donley | 37 | Karnes | 27 | Reagan | 37 |
| Andrews | 37 | Duval | 30 | Kaufman | 25 | Real | 37 |
| Angelina | 28 | Eastland | 37 | Kendall | 7 | Red River | 28 |
| Aransas | 29 | Ector | 2 | Kenedy | 30 | Reeves | 8 |
| Archer | 25 | Edwards | 8 | Kent | 37 | Refugio | 27 |
| Armstrong | 2 | El Paso | 24 | Kerr | 27 | Roberts | 37 |
| Atascosa | 7 | Ellis | 25 | Kimble | 37 | Robertson | 7 |
| Austin | 38 | Erath | 28 | King | 37 | Rockwall | 25 |
| Bailey | 37 | Falls | 28 | Kinney | 8 | Runnels | 37 |
| Bandera | 7 | Fannin | 28 | Kleberg | 27 | Rusk | 4 |
| Bastrop | 7 | Fayette | 27 | Knox | 37 | Sabine | 28 |
| Baylor | 37 | Fisher | 37 | Lamar | 28 | San Augustine | 28 |
| Bee | 27 | Floyd | 37 | Lamb | 37 | San Jacinto | 38 |
| Bell | 7 | Foard | 37 | Lampasas | 7 | San Patricio | 29 |
| Bexar | 7 | Fort Bend | 38 | LaSalle | 30 | San Saba | 37 |
| Blanco | 27 | Franklin | 28 | Lavaca | 27 | Schleicher | 37 |
| Borden | 37 | Freestone | 28 | Lee | 27 | Scurry | 37 |
| Bosque | 28 | Frio | 27 | Leon | 28 | Shackelford | 37 |
| Bowie | 4 | Gaines | 37 | Liberty | 38 | Shelby | 28 |
| Brazoria | 38 | Galveston | 38 | Limestone | 28 | Sherman | 37 |
| Brazos | 7 | Garza | 37 | Lipscomb | 37 | Smith | 4 |
| Brewster | 8 | Gillespie | 27 | Live Oak | 27 | Somervell | 28 |
| Briscoe | 37 | Glasscock | 37 | Llano | 27 | Starr | 30 |
| Brooks | 30 | Goliad | 29 | Loving | 37 | Stephens | 37 |
| Brown | 37 | Gonzales | 27 | Lubbock | 2 | Sterling | 37 |
| Burleson | 7 | Gray | 37 | Lynn | 37 | Stonewall | 37 |
| Burnet | 27 | Grayson | 25 | Madison | 28 | Sutton | 8 |
| Caldwell | 7 | Gregg | 4 | Marion | 28 | Swisher | 37 |
| Calhoun | 29 | Grimes | 28 | Martin | 37 | Tarrant | 25 |
| Callahan | 25 | Guadalupe | 7 | Mason | 27 | Taylor | 2 |
| Cameron | 3 | Hale | 37 | Matagorda | 27 | Terrell | 8 |
| Camp | 28 | Hall | 37 | Maverick | 30 | Terry | 37 |
| Carson | 2 | Hamilton | 28 | McCulloch | 37 | Throckmorton | 37 |
| Cass | 28 | Hansford | 37 | McLennan | 7 | Titus | 28 |
| Castro | 37 | Hardeman | 37 | McMullen | 30 | Tom Green | 2 |
| Chambers | 38 | Hardin | 38 | Medina | 7 | Travis | 7 |
| Cherokee | 28 | Harris | 38 | Menard | 37 | Trinity | 28 |
| Childress | 37 | Harrison | 42 | Midland | 2 | Tyler | 28 |
| Clay | 25 | Hartley | 37 | Milam | 28 | Upshur | 4 |
| Cochran | 37 | Haskell | 37 | Mills | 37 | Upton | 37 |
| Coke | 37 | Hays | 7 | Mitchell | 37 | Uvalde | 30 |
| Coleman | 37 | Hemphill | 37 | Montague | 37 | Val Verde | 8 |
| Collin | 25 | Henderson | 28 | Montgomery | 38 | Van Zandt | 28 |
| Collingsworth | 37 | Hidalgo | 3 | Moore | 37 | Victoria | 6 |
| Colorado | 27 | Hill | 28 | Morris | 28 | Walker | 28 |
| Comal | 7 | Hockley | 37 | Motley | 37 | Waller | 38 |
| Comanche | 37 | Hood | 28 | Nacogdoches | 28 | Ward | 37 |
| Concho | 37 | Hopkins | 28 | Navarro | 28 | Washington | 28 |
| Cooke | 37 | Houston | 28 | Newton | 28 | Webb | 3 |
| Coryell | 7 | Howard | 37 | Nolan | 37 | Wharton | 27 |
| Cottle | 37 | Hudspeth | 8 | Nueces | 29 | Wheeler | 37 |
| Crane | 37 | Hunt | 25 | Ochiltree | 37 | Wichita | 5 |
| Crockett | 8 | Hutchinson | 37 | Oldham | 37 | Wilbarger | 37 |
| Crosby | 2 | Irion | 2 | Orange | 38 | Willacy | 30 |
| Culberson | 8 | Jack | 28 | Palo Pinto | 28 | Williamson | 7 |
| Dallam | 37 | Jackson | 27 | Panola | 28 | Wilson | 7 |
| Dallas | 25 | Jasper | 28 | Parker | 25 | Winkler | 37 |
| Dawson | 37 | Jeff Davis | 8 | Parmer | 37 | Wise | 25 |
| Deaf Smith | 37 | Jefferson | 38 | Pecos | 8 | Wood | 28 |
| Delta | 25 | Jim Hogg | 30 | Polk | 28 | Yoakum | 37 |
| Denton | 25 | Jim Wells | 27 | Potter | 2 | Young | 37 |
| DeWitt | 27 | Johnson | 25 | Presidio | 8 | Zapata | 30 |
| Dickens | 37 | Jones | 25 | Rains | 28 | Zavala | 30 |
| Dimmit | 30 | | | Randall | 2 | | |

Special Provision to Item 000 Schedule of Liquidated Damages

Final Acceptance Liquidated Damages (LD) in the amount of \$1,000 per day will be assessed for each calendar day that Final Acceptance is not met per contractual requirements for Final Acceptance.

Special Provision to Item 000

Nondiscrimination

1. DESCRIPTION

The Contractor agrees, during the performance of the service under this Agreement, that the Contractor shall provide all services and activities required in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 (S.933), and all other federal and state laws, rules, regulations, and orders pertain to equal opportunity in employment, as if the Contractor were an entity bound to comply with these laws. The Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

2. DEFINITION OF TERMS

Where the term "Contractor" appears in the following six nondiscrimination clauses, the term "Contractor" is understood to include all parties to Contracts or agreements with the Texas Department of Transportation.

3. NONDISCRIMINATION PROVISIONS

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 3.1. **Compliance with Regulations.** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- 3.2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- 3.4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 3.5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the Recipient will impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- withholding payments to the Contractor under the Contract until the Contractor complies, and/or
- cancelling, terminating, or suspending a Contract, in whole or in part.

3.6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs (3.1) through (3.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

4. PERTINENT NONDISCRIMINATION AUTHORITIES:

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- 4.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- 4.2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4.3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 4.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 4.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 4.6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 4.7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);
- 4.8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- 4.9. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 4.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs,

policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- 4.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 4.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Special Provision to Item 000

Special Labor Provisions for State Projects



1. GENERAL

This is a "Public Works" Project, as provided under Government Code Title 10, Chapter 2258, "Prevailing Wage Rates," and is subject to the provisions of the Statute. No provisions in the Contract are intended to be in conflict with the provisions of the Statute.

The Texas Transportation Commission has ascertained and indicated in the special provisions the regular rate of per diem wages prevailing in each locality for each craft or type of worker. Apply the wage rates contained in the specifications as minimum wage rates for the Contract.

2. MINIMUM WAGES, HOURS AND CONDITIONS OF EMPLOYMENT

All workers necessary for the satisfactory completion of the work are within the purview of the Contract.

Whenever and wherever practical, give local citizens preference in the selection of labor.

Do not require any worker to lodge, board or trade at a particular place, or with a particular person as a condition of employment.

Do not charge or accept a fee of any from any person who obtains work on the project. Do not require any person who obtains work on the project to pay any fee to any other person or agency obtaining employment for the person on the project.

Do not charge for tools or equipment used in connection with the duties performed, except for loss or damage of property. Do not charge for necessary camp water.

Do not charge for any transportation furnished to any person employed on the project.

The provisions apply where work is performed by piece work, station work, etc. The minimum wage paid will be exclusive of equipment rental on any shipment which the worker or subcontractor may furnish in connection with his work.

Take responsibility for carrying out the requirements of this specification and ensure that each subcontractor working on the project complies with its provisions.

Any form of subterfuge, coercion or deduction designed to evade, reduce or discount the established minimum wage scales will be considered a violation of the Contract.

The Fair Labor Standards Acts (FLSA) established one and one-half (1-1/2) pay for overtime in excess of 40 hours worked in 1 week. Do not consider time consumed by the worker in going to and returning from the place of work as part of the hours of work. Do not require or permit any worker to work in excess of 40 hours in 1 week, unless the worker receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

The general rates of per diem wages prevailing in this locality for each class and type of workers whose services are considered necessary to fulfill the Contract are indicated in the special provisions, and these rates govern as minimum wage rates on this Contract. A penalty of \$60.00 per calendar day or portion of a calendar day for each worker that is paid less than the stipulated general rates of per diem wages for any work done under the Contract will be deducted. The Department, upon receipt of a complaint by a worker,

will determine within 30 days whether good cause exists to believe that the Contractor or a subcontractor has violated wage rate requirements and notify the parties involved of the findings. Make every effort to resolve the alleged violation within 14 days after notification. The next alternative is submittal to binding arbitration in accordance with the provisions of the Texas General Arbitration Act (Art. 224 et seq., Revised Statutes).

Notwithstanding any other provision of the Contract, covenant and agree that the Contractor and its subcontractors will pay each of their employees and contract labor engaged in any way in work under the Contract, a wage not less than what is generally known as the "federal minimum wage" as set out in 29 U.S.C. 206 as that Statute may be amended from time to time.

Pay any worker employed whose position is not listed in the Contract, a wage not less than the per diem wage rate established in the Contract for a worker whose duties are most nearly comparable.

3. RECORD AND INSPECTIONS

Keep copies of weekly payrolls for review. Require subcontractors to keep copies of weekly payrolls for review. Show the name, occupation, number of hours worked each day and per diem wage paid each worker together with a complete record of all deductions made from such wages. Keep records for a period of 3 years from the date of completion of the Contract.

Where the piece-work method is used, indicate on the payroll for each person involved:

- Quantity of piece work performed.
- Price paid per piece-work unit.
- Total hours employed.

The Engineer may require the Contractor to file an affidavit for each payroll certifying that payroll is a true and accurate report of the full wages due and paid to each person employed.

Post or make available to employees the prevailing wage rates from the Contract. Require subcontractors to post or make available to employees the prevailing wage rates from the Contract.

Special Provision to Item 000

Small Business Enterprise in State Funded Projects



1. DESCRIPTION

The purpose of this Special Provision is to carry out the Texas Department of Transportation's policy of ensuring that Small Business Enterprise (SBE) has an opportunity to participate in the performance of contracts. If the SBE goal is greater than zero, Article A of this Special Provision shall apply to this Contract; otherwise, Article B of this Special Provision applies. The percentage goal for SBE participation in the work to be performed under this contract will be shown in the proposal.

2. DEFINITIONS

Small Business Enterprise (SBE) is a firm (including affiliates) certified by the Department whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive years. Firms certified as Historically Underutilized Businesses (HUBs) by the Texas Comptroller of Public Accounts and as Disadvantaged Business Enterprises (DBEs) by the Texas Uniform Certification Program automatically qualify as SBEs.

2.1. Article A - SBE Goal is Greater than Zero.

2.1.1. **Policy.** The Department is committed to providing contracting opportunities for small businesses. In this regard, it is the Department's policy to develop and maintain a program in order to facilitate contracting opportunities for small businesses. Consequently, the requirements of the Department's Small Business Enterprise Program apply to this contract as follows:

2.1.1.1. The Contractor shall make a good faith effort to meet the SBE goal for this contract.

2.1.1.2. The Contractor and any Subcontractors shall not discriminate on the basis of race, color, national origin, age, disability or sex in the award and performance of this contract. These nondiscrimination requirements shall be incorporated into any subcontract and purchase order.

2.1.1.3. After a conditional award is made to the low bidder, the Department will determine the adequacy of a Contractor's efforts to meet the contract goal, as is outlined under Section 2, "Contractor's Responsibilities." If the requirements of Section 2 are met, the contract will be forwarded to the Contractor for execution.

The Contractor's performance, during the construction period of the contract in meeting the SBE goal, will be monitored by the Department.

2.1.2. **Contractor's Responsibilities.** These requirements must be satisfied by the Contractor. A SBE Contractor may satisfy the SBE requirements by performing at least 25% of the contract work with its own organization as defined elsewhere in the contract.

2.1.2.1. The Contractor shall submit a completed SBE Commitment Agreement Form for each SBE they intend to use to satisfy the SBE goal 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 10th 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.

2.1.2.2. A Contractor who cannot meet the contract goal, in whole or in part, shall document the good faith efforts taken to meet the SBE goal. The Department will consider as good faith efforts all documented explanations

that are submitted and that describe a Contractor's failure to meet a SBE goal or obtain SBE participation, including:

- 2.1.2.2.1. Advertising in general circulation, trade association, and/or minority/women focus media concerning subcontracting opportunities,
- 2.1.2.2.2. Dividing the contract work into reasonable portions in accordance with standard industry practices,
- 2.1.2.2.3. Documenting reasons for rejection or meeting with the rejected SBE to discuss the rejection,
- 2.1.2.2.4. Providing qualified SBEs with adequate information about bonding, insurance, plans, specifications, scope of work, and the requirements of the contract,
- 2.1.2.2.5. Negotiating in good faith with qualified SBEs, not rejecting qualified SBEs who are also the lowest responsive bidder, and;
- 2.1.2.2.6. Using the services of available minorities and women, community organizations, contractor groups, local, state and federal business assistance offices, and other organizations that provide support services to SBEs.
- 2.1.2.3. The good faith effort documentation is due at the time and place specified in Subarticle 2.(a). of this Special Provision. The Director of the DBE & SBE Programs Section will evaluate the Contractor's documentation. If it is determined that the Contractor has failed to meet the good faith effort requirements, the Contractor will be given an opportunity for reconsideration by the Department.
- 2.1.2.4. Should the bidder to whom the contract is conditionally awarded refuse, neglect or fail to meet the SBE goal and/or demonstrate to the Department's satisfaction sufficient efforts to obtain SBE participation, 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.
- 2.1.2.5. The Contractor must not terminate a SBE subcontractor submitted on a commitment agreement for a contract with an assigned goal without the prior written consent of the Department.
- 2.1.2.6. The Contractor shall designate a SBE contact person who will administer the Contractor's SBE program and who will be responsible for submitting reports, maintaining records, and documenting good faith efforts to use SBEs.
- 2.1.2.7. The Contractor must inform the Department of the representative's name, title and telephone number within 10 days of beginning work.
- 2.1.3. **Eligibility of SBEs.**
- 2.1.3.1. The Department certifies the eligibility of SBEs.
- 2.1.3.2. The Department maintains and makes available to interested parties a directory of certified SBEs.
- 2.1.3.3. Only firms certified at the time of letting or at the time the commitments are submitted are eligible to be used in the information furnished by the Contractor required under Section 2.(a) above.
- 2.1.3.4. Certified HUBs and DBEs are eligible as SBEs.
- 2.1.3.5. Small Business Size Regulations and Eligibility is referenced on e-CFR (Code of Federal Regulations), Title 13 – Business Credit and Assistance, Chapter 1 – Small Business Administration, Part 121 – Small Business Size Regulations, Subpart A – Size Eligibility Provisions and Standards.
- 2.1.4. **Determination of SBE Participation.** SBE participation shall be counted toward meeting the SBE goal in this contract in accordance with the following:

- 2.1.4.1. A Contractor will receive credit for all payments actually made to a SBE for work performed and costs incurred in accordance with the contract, including all subcontracted work.
- 2.1.4.2. A SBE Contractor or subcontractor may not subcontract more than 75% of a contract. The SBE shall perform not less than 25% of the value of the contract work with its own organization.
- 2.1.4.3. A SBE may lease equipment consistent with standard industry practice. A SBE may lease equipment from the prime contractor if a rental agreement, separate from the subcontract specifying the terms of the lease arrangement, is approved by the Department prior to the SBE starting the work in accordance with the following:
- 2.1.4.3.1. If the equipment is of a specialized nature, the lease may include the operator. If the practice is generally acceptable with the industry, the operator may remain on the lessor's payroll. The operator of the equipment shall be subject to the full control of the SBE, for a short term, and involve a specialized piece of heavy equipment readily available at the job site.
- 2.1.4.3.2. For equipment that is not specialized, the SBE shall provide the operator and be responsible for all payroll and labor compliance requirements.
- 2.1.5. **Records and Reports.**
- 2.1.5.1. The Contractor shall submit monthly reports, after work begins, on SBE payments, (including payments to HUBs and DBEs). The monthly reports are to be sent to the Area Engineer's office. These reports will be due within 15 days after the end of a calendar month.
- These reports will be required until all SBE subcontracting or supply activity is completed. The "SBE Progress Report" is to be used for monthly reporting. Upon completion of the contract and prior to receiving the final payment, the Contractor shall submit the "SBE Final Report" to the Office of Civil Rights and a copy to the Area Engineer. These forms may be obtained from the Office of Civil Rights and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by requesting, on a random basis, copies of invoices and cancelled checks paid to SBEs. When the SBE goal requirement is not met, documentation supporting Good Faith Efforts, as outlined in Section 2.(b) of this Special Provision, must be submitted with the Final Report.
- 2.1.5.2. SBE subcontractors and/or suppliers should be identified on the monthly report by SBE certification number, name and the amount of actual payment made to each during the monthly period. **These reports are required regardless of whether or not SBE activity has occurred in the monthly reporting period.**
- 2.1.5.3. 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.
- 2.1.6. **Compliance of Contractor.** To ensure that SBE requirements of this contract are complied with, the Department will monitor the Contractor's efforts to involve SBEs during the performance of this contract. This will be accomplished by a review of monthly reports submitted by the Contractor indicating his progress in achieving the SBE contract goal and by compliance reviews conducted by the Department.
- 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 employ remedies as the Department deems appropriate in the terms of the contract.
- 2.2. **Article B - No SBE Goal.**
- 2.2.1. **Policy.** It is the policy of the Department that SBEs shall have an opportunity to participate in the performance of contracts. Consequently, the requirements of the Department's Small Business Enterprise Program apply to this contract as specified in Section 2-5 of this Article.

- 2.2.2. **Contractor's Responsibilities.** If there is no SBE goal, the Contractor will offer SBEs an opportunity to participate in the performance of contracts and subcontracts.
- 2.2.3. **Prohibit Discrimination.** The Contractor and any subcontractor shall not discriminate on the basis of race, color, national origin, religion, age, disability or sex in the award and performance of contracts. These nondiscrimination requirements shall be incorporated into any subcontract and purchase order.
- 2.2.4. **Records and Reports.**
- 2.2.4.1. The Contractor shall submit reports on SBE (including HUB and DBE) payments. The reports are to be sent to the Area Engineer's office. These reports will be due annually by the 31st of August or at project completion, whichever comes first.
- These reports will be required until all SBE subcontracting or supply activity is completed. The "SBE Progress Report" is to be used for reporting. Upon completion of the contract and prior to receiving the final payment, the Contractor shall submit the "SBE Final Report" to the Office of Civil Rights and a copy to the Area Engineer. These forms may be obtained from the Office of Civil Rights and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by requesting copies of invoices and cancelled checks paid to SBEs on a random basis.
- 2.2.4.2. SBE subcontractors and/or suppliers should be identified on the report by SBE Certification Number, name and the amount of actual payment made.
- 2.2.4.3. 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.

Special Provision to Item 000

Buy America

Steel and iron products to be incorporated into the project must be of domestic origin. All manufacturing processes for steel and iron products to be incorporated into the project must take place domestically, including donated material.

Reminders:

Depending on the Steel/iron item received at the project, described below are the requirements for acceptance.

1. Steel and Iron Items Inspected and Tested by CSTIM&P

- The project engineer receives CST/M&P Structural Test Reports as proof of compliance with the requirements of the specification.
- CST/M&P obtains from the supplier a completed Form 1818 (D-9-USA-1), "Material Statement" with attached MTRs, certifications, galvanizing reports, etc.

2. Steel and Iron Items Received and Sampled by the Project Engineer for Testing by CSTIM&P

- The project engineer submits samples with the required documentation obtained from the supplier (completed Form 1818 (D-9-USA-1) with attached MTRs, certifications, galvanizing reports, etc.) to CST/M&P for testing.
- CSTM&P issues a CST/M&P General Test Report for all passing material (proof of compliance with the requirements of the specifications).

3. Steel and Iron Items Received, Inspected, and Accepted by the Project Engineer

- The project engineer obtains from the supplier the completed Form 1818 (D-9-USA-1) with attached MTRs, certifications, galvanizing reports, etc.
- CST/M&P assists the project engineer when requested.

4. Steel and Iron Items Received from Regional or District Warehouse (Pretested) Stock

- The project engineer obtains documentation verifying the material was obtained from a regional or district warehouse.
- CSTM&P, when requested to inspect and test, obtains from the supplier the completed Form 1818 (D-9-USA-1) with attached MTRs, etc.

Special Provision 000

Notice of Contractor Performance Evaluations



1. GENERAL

In accordance with Texas Transportation Code §223.012, the Engineer will evaluate Contractor performance based on quality, safety, and timeliness of the project.

2. DEFINITIONS

- 2.1. **Project Recovery Plan (PRP)**—a formal, enforceable plan developed by the Contractor, in consultation with the District, that documents the cause of noted quality, safety, and timeliness issues and specifies how the Contractor proposes to correct project-specific performance deficiencies.

In accordance with Title 43, Texas Administrative Code (TAC), §9.23, the District will request a PRP if the Contractor's performance on a project is below the Department's acceptable standards and will monitor the Contractor's compliance with the established plan.

- 2.2. **Corrective Action Plan (CAP)**—a formal, enforceable plan developed by the Contractor, and proposed for adoption by the Construction or Maintenance Division, that documents the cause of noted quality, safety, and timeliness issues and specifies how the Contractor proposes to correct statewide performance deficiencies.

In accordance with 43 TAC §9.23, the Division will request a CAP if the average of the Contractor's statewide final evaluation scores falls below the Department's acceptable standards for the review period and will monitor the Contractor's compliance with the established plan.

3. CONTRACTOR EVALUATIONS

In accordance with Title 43, Texas Administrative Code (TAC) §9.23, the Engineer will schedule evaluations at the following intervals, at minimum:

- Interim evaluations—at or within 30 days after the anniversary of the notice to proceed, for Contracts extending beyond 1 yr., and
- Final evaluation—upon project closeout.

In case of a takeover agreement, neither the Surety nor its performing Contractor will be evaluated.

In addition to regularly scheduled evaluations, the Engineer may schedule an interim evaluation at any time to formally communicate issues with quality, safety, or timeliness. Upon request, work with the Engineer to develop a PRP to document expectations for correcting deficiencies.

Comply with the PRP as directed. Failure to comply with the PRP may result in additional remedial actions available to the Engineer under Item 5, "Control of the Work." Failure to meet a PRP to the Engineer's satisfaction may result in immediate referral to the Performance Review Committee for consideration of further action against the Contractor.

The Engineer will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards or comply with a PRP, including consideration of sufficient time.

Follow the escalation ladder if there is a disagreement regarding an evaluation or disposition of a PRP. The Contractor may submit additional documentation pertaining to the dispute. The District Engineer's decision

on a Contractor's evaluation score and recommendation of action required in a PRP or follow up for non-compliance is final.

4. DIVISION OVERSIGHT

Upon request of the Construction or Maintenance Division, develop and submit for Division approval a proposed CAP to document expectations for correcting deficiencies in the performance of projects statewide.

Comply with the CAP as directed. The CAP may be modified at any time up to completion or resolution after written approval of the premise of change from the Division. Failure to meet an adopted or revised adopted CAP to the Division's satisfaction within 120 days will result in immediate referral to the Performance Review Committee for consideration of further action against the Contractor.

The Division will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards or comply with a CAP, including consideration of sufficient time and associated costs as appropriate.

5. PERFORMANCE REVIEW COMMITTEE

The Performance Review Committee, in accordance with 43 TAC §9.24, will review at minimum all final evaluations, history of compliance with PRPs, any adopted CAPs including agreed modifications, any information about events outside a Contractor's control contributing to the Contractor's performance, and any documentation submitted by the Contractor and may recommend one or more of the following actions:

- take no action,
- reduce the Contractor's bidding capacity,
- prohibit the Contractor from bidding on one or more projects,
- immediately suspend the Contractor from bidding for a specified period of time, by reducing the Contractor's bidding capacity to zero, or
- prohibit the Contractor from being awarded a Contract on which they are the apparent low bidder.

The Deputy Executive Director will determine any further action against the Contractor.

6. APPEALS PROCESS

In accordance with 43 TAC §9.25, the Contractor may appeal remedial actions determined by the Deputy Executive Director.

Special Provision 000

Certificate of Interested Parties (Form 1295)

Submit a Form 1295, "Certificate of Interested Parties," in the following instances:

- at contract execution for contracts awarded by the Mobility Authority (if requested);
- at any time there is an increase of \$300,000 or more to an existing contract (change orders, extensions, and renewals); or
- at any time there is a change to the information in Form 1295, when the form was filed for an existing contract.

Form 1295 and instructions on completing and filing the form are available on the Texas Ethics Commission website.

Special Provision to Item 1

Abbreviations and Responsibilities

Item 1, "Abbreviations and Definitions," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 1. is supplemented with the following:

1.0. General Statement:

For this Contract, the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, November 1, 2014 (the "Texas Standard Specifications"), all documents referenced therein, and all manuals, bulletins, supplements, specifications, and similar materials issued by the Texas Department of Transportation ("TxDOT"), or any predecessor or successor thereto, which are applicable to this Contract, are hereby modified with respect to the terms cited below and no others are changed hereby.

The term "State", "State of Texas", "State Highway Agency", "State Highway Department Of Texas", "State Department of Highways and Public Transportation", "Texas State Department Of Highways and Public Transportation", "Texas Department of Transportation", "Department", "Texas Turnpike Authority", "State Department of Highways and Public Transportation Commission", "Texas Department of Transportation Commission", "Texas Transportation Commission", or "State Highway Commission", shall, in the use of The Texas Standard Specifications, Special Provisions and Special Specifications and General Notes and Specification Data pertaining thereto, and required contract provisions for Federal-Aid construction contracts, for all work in connection with Central Texas Regional Mobility Authority, projects and all extensions enlargements, expansions, improvements, and rehabilitations thereto, be deemed to mean Central Texas Regional Mobility Authority, unless the context clearly indicates a contrary meaning.

Article 2, "Abbreviations," is supplemented with the following:

CTRMA Central Texas Regional Mobility Authority

Article 3.14., "Award," is voided and replaced by the following:

3.14. Award. Award given by the Mobility Authority to the Contractor after the Board of Directors approves the Contract.

Article 3.28., "Commission," is voided and replaced by the following:

3.28. Commission. The Central Texas Regional Mobility Authority Board or authorized representative.

Article 3.32., "Construction Contract," is voided and replaced by the following:

3.32. Construction Contract. The agreement between the Central Texas Regional Mobility Authority and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract Documents.

Article 3.45., "Debar (Debarment)," is voided and replaced by the following:

3.45. Debar (Debarment). Action taken by the Mobility Authority, federal government or state government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a

highway improvement Contract as defined in Transportation Code, Chapter 223, Subchapter A.

Article 3.47., “Department”, is voided and replaced by the following:

3.47. Department. Central Texas Regional Mobility Authority, unless the context clearly indicates a contrary intent and meaning.

Article 3.48., “Departmental Material Specifications”, is voided and replaced by the following:

3.48. Departmental Material Specifications (DMS). Reference specifications for various materials published by the Texas Department of Transportation Construction Division.

Article 3.54., “Engineer”, is hereby deleted and replaced by the following:

3.54 Engineer. The Central Texas Regional Mobility Authority Coordinator or their duly authorized representative.

Article 3.73., “Letting Official”, is hereby deleted and replaced by the following:

3.73. Letting Official. An employee of the Central Texas Regional Mobility Authority empowered by the Central Texas Regional Mobility Authority to officially receive bids and close the receipt of bids at a letting.

Article 3.79., “Manual of Testing Procedures”, is voided and replaced by the following:

3.79. Manual of Testing Procedures. Texas Department of Transportation manual outlining test methods and procedures maintained by the Materials and Pavements Section of the Construction Division.

Article 3.102., “Proposal Form”, is voided and replaced by the following:

3.102. Proposal Form. The document issued by the Central Texas Regional Mobility Authority for a proposed Contract that includes:

- the specific locations (except for non-site-specific work) and description of the proposed work;
- an estimate of the various quantities and kinds of work to be performed or materials to be furnished;
- a schedule of items for which unit prices are requested;
- the number of working days within which the work is to be completed (or reference to the requirements); and
- the special provisions and special specifications applicable to the proposed Contract.

Article 3.108., “Referee Tests”, is voided and replaced by the following:

3.108. Referee Tests. Tests requested to resolve differences between Contractor and Engineer test results. The referee laboratory is the Texas Department of Transportation Construction Division Materials and Pavement Section, or mutually agreed to 3rd party commercial laboratory.

Article 3.129., “State”, is voided and replaced by the following:

3.129. State. Central Texas Regional Mobility Authority.

3.156. Mobility Authority. The Central Texas Regional Mobility Authority, an agency created under Texas Transportation Code Chapter 370 and approved by the Texas Transportation Commission, together with its members, partners, employees, agents officers, directors, shareholders, representatives, consultants, successors, and assigns. The Mobility Authority’s principal office

is presently located at 3300 N. I-35, Suite 300, Austin, Texas 78705.

3.157. Bid Form. The form provided by the Mobility Authority used by the bidder to submit a bid. Electronic bid forms for the project shall be submitted via the project's CivCast website.

3.158. Full Completion of all Work (or to Fully Complete all Work). The completion of all work specified under this Contract as evidenced by the Formal Acceptance thereof by the Mobility Authority.

3.159. Standards. Whenever the Plans and/or Specifications refer to "Standard Sheets" or "Design Details" such reference shall be construed to mean the set of drawings issued by the Design Divisions, Texas Department of Transportation, and entitled "Standard Sheets". Only those standards or standard drawings specifically referred to by number on the Plans or in the various Contract Documents are applicable to work on this Contract.

Whenever in the various Contract Documents term, "Department" or "State" appears, it shall be replaced by the term, "Central Texas Regional Mobility Authority." Similarly, the term, "Executive Director" shall be replaced by the term, "Central Texas Regional Mobility Authority Coordinator".

Whenever in the Texas Department of Transportation Specifications and Standard Drawings the term, "Department" or "Texas Department of Transportation" appears, it shall be replaced by the term, "Central Texas Regional Mobility Authority," except in references to said Texas Department of Transportation as being the author of certain Specifications and Standard Drawings, and in reference to said Department as the agency prequalifying prospective Bidders.

Whenever in the Texas Department of Transportation Specifications and Standard Drawing the term, "District Engineer" appears, it shall be replaced by the term, "Central Texas Regional Mobility Authority Coordinator.

Special Provision to Item 2

Instructions to Bidders

Item 2, "Instructions to Bidders" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 2.3., "Issuing Proposal Forms," first two sentences are replaced with the following:

Mobility Authority will issue an Official Bid Form to a prequalified Bidders. The online bid form will be made available to the prequalified bidders on the CivcastUSA website: <https://www.civcastusa.com/project/5ff5eec30654de743aa739cd/summary>

Prequalification requirements:

- Be registered with State of Texas,
- Be fully prequalified by Texas Department of Transportation (TxDOT),
- Have a bidding capacity per TxDOT prequalification system of \$1 Million,
- Email a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement to Marco.Castro@atkinglobal.com and Zane.Reid@atkinglobal.com include a phone number, email address and physical address for point of contact.

Article 2.3., "Issuing Proposal Forms," is supplemented by the following:

The Department may not issue a proposal form if one or more of the following apply:

- The Contractor has been defaulted in accordance with Article 8.7., "Default of Contract" (a default for performance) on a previous Contract with the Department within the last 3 years
- The Contractor is not in compliance with Texas Government Code Sections 2155.089 and 2262.055.

Special Provision to Item 3

Award and Execution of Contract

Item 3, "Award and Execution of Contract" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 1, "Award of Contract," is deleted in its entirety and replaced with the following:

The Mobility Authority will award or reject the Contract within 60 calendar days after the opening of the proposal at the sole discretion of the Mobility Authority.

Article 4.3., "Insurance," is supplemented by the following:

The Contractor shall be the named insured, and the following entities shall be additional insureds on a primary and non-contributory basis: Central Texas Regional Mobility Authority, Texas Department of Transportation.

These entities shall be additional insureds to this policy with respect to liability arising out of the acts, errors, and omissions of any member of the Contractor and Subcontractors whether occurring on or off of the site, notwithstanding any other provisions of the Contract Documents, the project policy shall not be canceled, except for non-payment of premium, fraud, material misrepresentation, or noncompliance with reasonable loss control recommendations.

The Authority Board, the Authority, Texas Department of Transportation, the State of Texas, the Commission and their respective successors, assigns, officeholders, officers, directors, commissioners, consultants and employees shall be listed as "additional insureds" with respect to any insurance for which the contractor must obtain an "additional insured" rider or amendment.

Table 2 is deleted in its entirety and replaced with the following:

| Type of Insurance | Amount of Coverage |
|--|--|
| Commercial General Liability Insurance | Including products/completed operations liability and contractual liability, in the amount of \$1,000,000 per occurrence for bodily injury and property damage |
| Business Automobile Policy | In the amount of \$1,000,000 per occurrence for bodily injury and property damage |
| Workers' Compensation | Providing statutory benefits, and Employers Liability with limits of \$1,000,000 |
| Excess Liability Insurance | In the amount of \$5,000,000 per occurrence and aggregate |

Special Provision to Item 4 Scope of Work

Item 4, "Scope of Work" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 4.4, "Changes in Work," Delete the following paragraph:

"If the changes in quantities or the alternations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit price exists, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated."

and replace with the following:

"The Engineer may require deviations to the Work through a written directive. Payment for the deviations and quantity overruns will be made through the Contingency Allowance. Deviations and quantity overruns will be paid for at the unit prices submitted at the bidding stage. Deviations requiring new unit prices will be negotiated and made through the Contingency Allowance.

Upon completion of the Work, the total contract value will be adjusted to provide for the difference, if any, between the total amount of expenditures from the Contingency Allowance and the original amount of the Contingency Allowance. The Contractor is not entitled to all or any part of an unexpended balance of the Contingency Allowance.

When changes are made that do not fall under the Contingency Allowance, the Contract will be amended by a Change Order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated."

Article 4.6., "Requests for Additional Compensation and Damages," is supplemented by the following:

"Contractor shall not be eligible for Change Order(s) for additional compensation for additional costs, including costs for developing and executing a Recovery Schedule(s), and delay and disruption damages, or additional Days incurred directly or indirectly from the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and the disease known as COVID-19, including any disruptions to, and delays or interruptions in, construction of the Project in accordance with the Contract and any approved Baseline Schedule."

Special Provision to Item 5

Control of the Work



Item 5, "Control of the Work" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 5.4, "Coordination of Plans, Specifications, and Special Provisions," the last sentence of the last paragraph is replaced by the following:

Failure to promptly notify the Engineer will constitute a waiver of all contract claims against the Department for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies.

Special Provision to Item 6 Control of Materials

For this project, Item 6, "Control of Materials," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 1., "Source Control," is supplemented by the following:

The use of convict-produced materials is prohibited per 23 CFR 635.417.

There shall be no local preference for the purchasing of materials.

Article 4., "Sampling, Testing, and Inspection," is supplemented by the following:

Quality Control testing of all materials, construction items, or products incorporated in the work shall be performed by the Contractor according to the contract specifications at the Contractor's expense.

Quality Assurance sampling and testing for acceptance will be performed by the Mobility Authority's Construction Representative/Observer in accordance with the Quality Control (QC) / Quality Assurance (QA) program outlined in the Quality Assurance Plan (QAP). The cost of such tests will be incurred by the Mobility Authority and coordinated by the Mobility Authority's Construction Representative/Observer through funds made available to the Construction Representative/Observer under his/her agreement with the Mobility Authority for the professional services related to construction engineering and inspection on the Project.

Special Provision to Item 7 Legal Relations and Responsibilities

Item 7, "Legal Relations and Responsibilities" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 7.3., "Laws To Be Observed", Article 7.5., "Patented Devices", Article 7.12., "Responsibility For Hazardous Materials", and Article 7.15., "Responsibility For Damage Claims", "State" is voided and replaced by "Central Texas Regional Mobility Authority and TxDOT".

Article 7.3., "Laws To Be Observed," is supplemented by the following:

By entering into Contract, the Contractor agrees to provide or make available to the Department records, including electronic records related to the Contract for a period of 3 years after the final payment.

Article 7.15., "Responsibility For Damage Claims," the last paragraph is deleted and not replaced.

Special Provision to Item 7

Legal Relations and Responsibilities



Item 7, "Legal Relations and Responsibilities," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 7.7.2., "Texas Pollutant Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3)," is voided and replaced by the following:

7.2. Texas Pollution Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3).

7.2.1. Projects with less than one acre of soil disturbance including required associated project specific locations (PSL's) per TPDES GP TXR 150000.

No posting or filing will be required for soil disturbances within the right of way. Adhere to the requirements of the SWP3.

7.2.2. Projects with one acre but less than five acres of soil disturbance including required associated PSL's per TPDES GP TXR 150000.

The Department will be considered a primary operator for Operational Control Over Plans and Specifications as defined in TPDES GP TXR 150000 for construction activity in the right of way. The Department will post a small site notice along with other requirements as defined in TPDES GP TXR 150000 as the entity of having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered a Primary Operator for Day-to-Day Operational Control as defined in TPDES GP TXR 150000 for construction activity in the right of way. In addition to the Department's actions, the Contractor will post a small site notice along with other requirements as defined in TPDES GP TXR 150000 as the entity of having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor being responsible for TPDES GP TXR 150000 requirements for on- right of way and off- right of way PSL's. Adhere to all requirements of the SWP3 as shown on the plans. The Contractor will be responsible for Implement the SWP3 for the project site in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed.

7.2.3. Projects with 5 acres or more of soil disturbance including required associated PSL's per TPDES GP TXR 150000.

The Department will be considered a primary operator for Operational Control Over Plans and Specifications as defined in TPDES GP TXR 150000 for construction activities in the right of way. The Department will post a large site notice, file a notice of intent (NOI), notice of change (NOC), if applicable, and a notice of termination (NOT) along with other requirements per TPDES GP TXR 150000 as the entity having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered a primary operator for Day-to-Day Operational Control as defined in TPDES GP TXR 150000 for construction activities in the right of way. In addition to the Department's actions, the Contractor shall file a NOI, NOC, if applicable, and NOT and post a large site notice along with other requirements as the entity of having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor

being responsible for TPDES GP TXR 150000 requirements for on- right of way and off- right of way PSL's. Adhere to all requirements of the SWP3 as shown on the plans.

Special Provision to Item 7

Legal Relations and Responsibilities



Item 7, "Legal Relations and Responsibilities" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 19.1., Minimum Wage Requirements for Federally Funded Contracts. The second paragraph is voided and replaced by the following:

Submit electronic payroll records to the Engineer using the Department's payroll system.

Section 19.2., Minimum Wage Requirements for State Funded Contracts. The second paragraph is voided and replaced by the following:

Submit electronic payroll records to the Engineer using the Department's payroll system.

Special Provision to Item 7

Legal Relations and Responsibilities



Item 7, "Legal Relations and Responsibilities," of the Standard Specifications is amended with respect to the clauses cited below.

Section 2.6., "Barricades, Signs, and Traffic Handling," the first paragraph is voided and replaced by the following:

- 2.6. **Barricades, Signs, and Traffic Handling.** Comply with the requirements of Item 502 "Barricades, Signs, and Traffic Handling," and as directed. Provide traffic control devices that conform to the details shown on the plans, the TMUTCD, and the Department's Compliant Work Zone Traffic Control Device List maintained by the Traffic Safety Division. When authorized or directed, provide additional signs or traffic control devices not required by the plans.

Section 2.6.1., "Contractor Responsible Person and Alternative," is voided and replaced by the following:

- 2.6.1. **Contractor Responsible Person and Alternative.** Designate in writing, a Contractor's Responsible Person (CRP) and an alternate to be the representative of the Contractor who is responsible for taking or directing corrective measures regarding the traffic control. The CRP or alternate must be accessible by phone 24 hr. per day and able to respond when notified. The CRP and alternate must comply with the requirements of Section 2.6.5., "Training."

Section 2.6.2, "Flaggers," the first paragraph is voided and replaced by the following:

- 2.6.2. **Flaggers.** Designate in writing, a flagger instructor who will serve as a flagging supervisor and is responsible for training and assuring that all flaggers are qualified to perform flagging duties. Certify to the Engineer that all flaggers will be trained and make available upon request a list of flaggers trained to perform flagging duties.

Section 2.6.5, "Training," is voided and replaced by the following:

- 2.6.5. **Training.** Train workers involved with the traffic control using Department-approved training as shown on the "Traffic Control Training" Material Producer List.

Coordinate enrollment, pay associated fees, and successfully complete Department-approved training or Contractor-developed training. Training is valid for the period prescribed by the provider. Except for law enforcement personnel training, refresher training is required every 4 yr. from the date of completion unless otherwise specified by the course provider. The Engineer may require training at a frequency instead of the period prescribed based on the Department's needs. Training and associated fees will not be measured or paid for directly but are considered subsidiary to pertinent Items.

Certify to the Engineer that workers involved in traffic control and other work zone personnel have been trained and make available upon request a copy of the certification of completion to the Engineer. Ensure the following is included in the certification of completion:

- name of provider and course title,
- name of participant,
- date of completion, and
- date of expiration.

Where Contractor-developed training or a Department-approved training course does not produce a certification, maintain a log of attendees. Make the log available upon request. Ensure the log is legible and includes the following:

- printed name and signature of participant,
- name and title of trainer, and
- date of training.

2.6.5.1. **Contractor-developed Training.** Develop and deliver Contractor-developed training meeting the minimum requirements established by the Department. The outline for this training must be submitted to the Engineer for approval at the preconstruction meeting. The CRP or designated alternate may deliver the training instead of the Department-approved training. The work performed and materials furnished to develop and deliver the training will not be measured or paid for directly but will be considered subsidiary to pertinent Items.

2.6.5.1.1. **Flagger Training Minimum Requirements.** A Contractor's certified flagging instructor is permitted to train other flaggers.

2.6.5.1.2. **Optional Contractor-developed Training for Other Work Zone Personnel.** For other work zone personnel, the Contractor may provide training meeting the curriculum shown below instead of Department-approved training.

Minimum curriculum for Contractor-provided training is as follows:

Contractor-developed training must provide information on the use of personnel protection equipment, occupational hazards and health risks, and other pertinent topics related to traffic management. The type and amount of training will depend on the job duties and responsibilities. Develop training applicable to the work being performed. Develop training to include the following topics.

- The Life You Save May Be Your Own (or other similar company safety motto).
- Purpose of the training.
 - It's the Law.
 - To make work zones safer for workers and motorist.
 - To understand what is needed for traffic control.
 - To save lives including your own.
- Personal and Co-Worker Safety.
 - **High Visibility Safety Apparel.** Discuss compliant requirements; inspect regularly for fading and reduced reflective properties; if night operations are required, discuss the additional and appropriate required apparel in addition to special night work risks; if moving operations are underway, discuss appropriate safety measures specific to the situation and traffic control plan.
 - **Blind Areas.** A blind area is the area around a vehicle or piece of construction equipment not visible to the operators, either by line of sight or indirectly by mirrors. Discuss the "Circle of Safety" around equipment and vehicles; use of spotters; maintain eye contact with equipment operators; and use of hand signals.
 - **Runovers and Backovers.** Remain alert at all times; keep a safe distance from traffic; avoid turning your back to traffic and if you must then use a spotter; and stay behind protective barriers, whenever possible. Note: It is not safe to sit on or lean against a concrete barrier, these barriers can deflect four plus feet when struck by a vehicle.
 - Look out for each other, warn co-workers.
 - Be courteous to motorists.
 - Do not run across active roadways.
 - Workers must obey traffic laws and drive courteously while operating vehicles in the work zones.
 - Workers must be made aware of company distracted driving policies.
- **Night Time Operations.** Focus should be placed on projects with a nighttime element.

- **Traffic Control Training.** Basics of Traffic Control.
 - Identify work zone traffic control supervisor and other appropriate persons to report issues to when they arise.
 - Emphasize that work zone traffic control devices must be in clean and in undamaged condition. If devices have been hit but not damaged, put back in their correct place and report to traffic control supervisor. If devices have been damaged, replace with new one and report to traffic control supervisor. If devices are dirty, faded or have missing or damaged reflective tape clean or replace and report to traffic control supervisor. Show examples of non-acceptable device conditions. Discuss various types of traffic control devices to be used and where spacing requirements can be found.
 - **Channelizing Devices and Barricades with Slanted Stripes.** Stripes are to slant in the direction you want traffic to stay or move to; demonstrate this with a device.
 - **Traffic Queuing.** Workers must be made aware of traffic queuing and the dangers created by it. Workers must be instructed to immediately notify the traffic control supervisor and other supervisory personnel if traffic is queuing beyond advance warning sign and devices or construction limits.
 - **Signs.** Signs must be straight and not leaning. Report problems to the traffic control supervisor or other as designated for immediate repair. Covered signs must be fully covered. If covers are damaged or out of place, report to traffic control supervisor or other as designated.

Special Provision to Item 8 Prosecution and Progress

Item 8, "Prosecution and Progress," of the Standard Specifications, is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 8.5., "Project Schedules" is supplemented by the following

The progress schedule required for this project is the critical path method schedule (CPM schedule) as described herein. The Contractor shall prepare and submit for review and acceptance a cost loaded schedule of proposed working progress for the entire contract duration. The Engineer will provide a template with milestones from other contracts and non-construction activities for the Contractor to use in the development of their schedule. The Engineer shall also provide a Work Breakdown Structure (WBS) as well as the required report layouts for the Contractor to use to develop the progress schedule for this Contract.

Immediately after receipt of notice of award, the Engineer and the Contractor will establish a mutually agreeable date on which the preconstruction meeting will be held. The Contractor's project superintendent and other individuals representing the Contractor who are knowledgeable of the Contractor's proposed progress schedule or who will be in charge of major items of the work shall attend the preconstruction conference.

After work on the project has begun, construction conferences will be held periodically. The construction conferences are to be scheduled at times that are mutually agreeable to both the project superintendent and the Resident Engineer. It shall be the superintendent's responsibility to attend the conferences.

Section 8.5.2 "Progress Schedule" is supplemented by the following:

The Contractor shall provide a schedule that shows the various activities of Work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project by the Original Contract Completion Date and any interdependent milestones identified by the Engineer or required by Contract. Show the order and interdependence of activities and the sequence for accomplishing the Work. Describe all activities in sufficient detail so that the Engineer can readily identify the Work and measure the progress of each activity.

Section 8.5.3 "Schedule Format" is supplemented by the following:

The Contractor shall use a compatible version of Oracle Primavera P6 or comparable scheduling software to generate the CPM schedule. It is the Contractor's responsibility to verify with the Engineer the software and version being used for this project and shall maintain the required version for the entire contract duration. The use of Microsoft Project and Primavera Project Planner (P3) and other scheduling software is prohibited.

The progress schedule shall contain the following Administrative Identifier Information:

- (1) Project Name
- (2) Contract Number
- (3) Date of Contract
- (4) Construction Completion Date
- (5) Contractor's Name
- (6) Contractor's Contact Information

The CPM schedule must reflect the scope of work and include the following:

- (1) Clear identification of tasks to be completed based on Section or Special Provisions included in the Project Manual and as listed in Pay Items, including subcontractor work activities.
- (2) Include calculations of resources required (Cost, Labor, Equipment) for constructing all facilities within the Contract duration. Specific calculations shall be provided to show quantities, manpower / crews, and equipment to support the critical path. The Contractor shall be capable of calculating the maximum crew size anticipated if any activities become critical, so the Contractor is prepared when a critical path changes or a new path occurs.
- (3) Float for each Activity.
- (4) Activities for submittals (shop drawings).
- (5) Punchlist activities with sufficient duration for the Engineer's inspection and acceptance before the final completion date
- (6) Activities for submittal review time by the Engineer, including time range showing start and end dates.
- (7) Working and shop drawing preparation, submittal, and review for acceptance.
- (8) Material and equipment procurement, fabrication and delivery; identify any long lead items as separate activities.
- (9) Owner furnished and/or installed materials and equipment shall be identified as separate activities.
- (10) NTP / Start of construction
- (11) Required phasing
- (12) Maintenance of traffic requirements as required by the contract (if any)
- (13) Intermediate completion dates (if any)
- (14) Identified interdependent milestones (if any)
- (15) Seasonal limitation/observation periods/moratoriums
- (16) Beginning and end of each traffic control work area and road openings
- (17) Other similar activities and project milestones established in the Contract Documents.
- (18) Substantial Completion Date
- (19) Final Acceptance Date
- (20) All required Reports layouts as requested by the Engineer

Section 8.5.4 "Activity Format" is supplemented by the following:

Activity requirements are discussed in further detail as follows:

- (1) Activity Identification (ID) - Assign each activity a unique identification number. The format for the identification number will be provided by the Engineer. All activities must begin with the same activity ID prefix as provided by the Engineer.
- (2) Activity Description - Assign each activity an unambiguous descriptive word or phrase. For example, use "Excavate Area A," not "Start Excavation."
- (3) Activity Codes – The Engineer will provide the activity code dictionary in the template. The Contractor will assign the appropriate codes to each activity.
- (4) Activity Original Duration - Assign a planned duration in working days for each activity. Do not exceed a duration of 10 working days for any activity unless accepted by the Engineer. Each activity shall have a minimum duration of 1 working day. Do not represent the maintenance of traffic, erosion control, and other similar items as single activities extending to the Completion Date. Break these Contract Items into component activities in order to meet the duration requirements of this paragraph.
- (5) Finish-to-Start Relationships - Unless allowed in writing by the Engineer, use only finish-to-start relationships with no leads or lags to link activities. All activities, except the first activity, shall have a predecessor(s). All activities, except the final activity, shall have a successor(s).
- (6) Calendars – The Engineer will provide pre-defined calendars as part of the template. The Contractor shall assign these pre-defined calendars to the appropriate activities. The Contractor may create new project specific

- calendars to represent their standard work schedule using the pre-defined calendars as a basis. The Contractor may not edit pre-defined calendars.
- (7) Constraints – Unless allowed in writing by the Engineer, do not use constraints in the schedule.
 - (8) Resources – Manpower and equipment shall be reflected for all activities. Incidental costs to construction shall be equally spread out across all activities. Front loaded schedules are not allowed.
 - (9) The schedule shall show the total cost of performing each activity and shall include the total labor, material, equipment and general conditions.
 - (10) The sum of cost for all activities shall equal the total Contract.
 - (11) The summed value of that portion of the activities allocated to each Contract bid item shall equal the total value of the corresponding Contract bid item.
 - (12) The Contractor shall allocate a value for unit price or lump sum contract bid items to each activity in the schedule. No Lump sum amounts should exceed \$100,000.

Section 8.5.5.2 “Critical Path Method” The first paragraph is voided and replaced by the following:

The Contractor shall submit the baseline CPM schedule in a bar chart format showing the critical path in red, using both hard copy and in electronic formats. Electronic formats shall be compatible with the Engineer’s computer systems. Also, submit the following information:

- (1) Written narrative – Explains the sequence of work, the controlling operations, intermediate completion dates, milestones, project phasing, anticipated work schedule and estimated resources. In addition, explain how permit requirements, submittal tracking and coordination with subcontractors, utility companies, railroads and other third party entities will be performed. The narrative shall itemize and describe the critical path (i.e. access limitations, constraints, shift work), and compare early and late date or Contract Milestone activities, and describe any critical resources.
- (2) CPM Schedule in a Bar Chart Format – Include the Administrative Identifier Information discussed above on the first page of the schedule. For each activity on the chart, indicate the Activity ID, Activity Description, Original Duration, Remaining Duration, Changes to Duration, Total Float, Early Start Date, Early Finish Date, and Calendar Name. Use arrows to show the relationships among activities.
- (3) Identify the critical path of the project on the bar chart. The critical path is defined as; 1) the sequence of activities that must be completed “on time” to ensure that the project finished on time. 2) the longest path of activities in the project that determines the project finish date.
- (4) No more than 10% of activities may be critical or near critical. Critical Activities will have a total float equal to zero. “Near critical” is defined as float in the range of 1 to 10 working days.
- (5) Six Week Look Ahead CPM Schedule in a Bar Chart Format – This schedule will have all the same requirements of the CPM schedule in bar chart format except that it shall be limited to those activities that have an early start or early finish within a six-week period of the data date.
- (6) Logic Diagram – Submit a diagram in PERT chart format showing the logic of the CPM schedule.
- (7) Activity ID Sort – Submit a listing of all activities included in the CPM schedule sorted by ascending Activity Identification Number.
- (8) Total Float Sort – Submit a listing of all activities included in the CPM schedule sorted by increasing total float and by early start date.
- (9) All float belongs to the Project and is a shared commodity between the Contractor and the Mobility Authority and is not for the exclusive use or benefit of either party. The Contractor shall notify the Engineer in writing for acceptance before using any float.
- (10) Detailed Predecessor/Successor Sort – Submit a listing of all activities included in the CPM schedule indicating the activities that immediately precede and immediately succeed that activity in the schedule logic.
- (11) Scheduling Statistics Report – Submit a report of CPM schedule statistics, including number of activities, number of activities on the longest path, number of started activities, number of completed activities, number of relationships, percent complete, and number and type of constraints.

- (12) A resource curves / Metric tracking reports (EVM) corresponding to the milestones and work activities established above.

Section 8.5.5.2.2 “Baseline Schedule” The second paragraph is voided and replaced by the following:

The Contractor shall submit a progress schedule for the entire duration of the Contract to the Engineer 30 calendars days following the contract award date. After review of the schedule the Engineer shall schedule a Baseline CPM Schedule meeting with the Contractor to review the schedule and identify any changes or corrections. Within 7 calendar days of the CPM Schedule meeting, the Contractor shall make any necessary adjustments to address all review comments and resubmit network diagrams and reports for the Engineer’s review. The complete baseline schedule shall be submitted and accepted no later than (45) forty-five days after contract award date. The complete progress schedule shall be accepted by the Engineer before any payments will be processed for the project.

Section 8.5.5.2.3 “Progress Schedule” is supplemented by the following

The Engineer may withhold pay estimates if the updated CPM schedule is not submitted as required by this section. For each updated CPM schedule, identify the actual start and finish dates for all completed activities, the actual start date and remaining duration for all activities in progress, the difference in duration of all activities since the last update and any exceptional reports associated with the update. Only accepted changes will be incorporated into the monthly progress schedule update. The schedule should represent the actual work performed and should be progressed with actuals for all the schedule activities. The final schedule will be utilized as the project actual “As Built” schedule.

Provide a written narrative that identifies any changes or shifts in the critical path and submit reasons for the changes or shifts in the critical path. Identify any changes in logic for the updated CPM schedule and submit reasons for changes to the schedule logic. In addition to the written narrative, submit the following with each updated CPM schedule:

- (1) CPM Schedule in Bar Chart Format
- (2) Four Week Look Ahead CPM Schedule in Bar Chart Format
- (3) Logic Diagram
- (4) Activity ID Sort
- (5) Total Float Sort
- (6) Detailed Predecessor/Successor Sort
- (7) Schedule Metrics and Earned Value (Schedule, Cost, Labor) Reports

The Contractor must submit a statement that there were no changes in the schedule logic, activity durations, or calendars since the previous update in lieu of submission of items (3), (5), and (6). Acceptance of schedule updates by the Engineer does not revise the Contract Documents.

A monthly schedule update meeting shall be held each month following Notice to Proceed to review monthly schedule update submittals, critical path items and recovery schedules. The Contractor shall be represented in the meeting by the Contractor’s scheduler, project manager and general superintendent. As necessary the Contractor may be also asked to attend a coordination meeting to discuss the schedule impacts to other contractors.

If the Project completion date changes or if the project schedule overrun is anticipated to exceed 5%, the Contractor shall submit a revised progress schedule to the Engineer for review and acceptance. If plan revisions are anticipated to change the sequence of construction in such a manner as will affect the progress, but not the completion date, then the Contractor may submit a revised progress schedule for review and acceptance. The Project completion date shall remain unchanged.

Section 8.5.5.3 “Notice of Potential Time Impact” is supplemented by the following

“Contractor shall not be eligible for Change Order(s) for additional compensation for additional costs, including costs for developing and executing a Recovery Schedule(s), and delay and disruption damages, or additional Days incurred directly or indirectly from the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and the disease known as COVID-19, including any disruptions to, and delays or interruptions in, construction of the Project in accordance with the Contract and any approved Baseline Schedule.”

Section 8.5.5 "Schedule Types" is supplemented by the following:

Section 8.5.5.5 Recovery Schedule

If the progress schedule projects a finish date for the Project beyond the original Completion Date, the Contractor shall submit a revised schedule showing a plan to finish by the original Completion Date. The Mobility Authority will withhold Pay Estimates until the Engineer accepts the revised schedule. No additional compensation for developing and executing a recovery schedule(s) shall be reimbursed to the Contractor. The Engineer will use the schedule to evaluate time extensions and associated costs requested by the Contractor.

- (1) In the event Work or related construction activities shown on the Contractor's Progress Schedule fall behind schedule to the extent that dates established as contractual Completion Dates are in jeopardy, the Contractor shall prepare and submit to the Engineer, at no additional cost or time to the Mobility Authority, a Recovery Schedule showing intent to remedy delays and to regain originally scheduled time of completion of Work within a timely manner. This includes delays due to unforeseen conditions.
- (2) Recovery Schedule shall be submitted in such form and detail appropriate to the delay or delays, explaining and displaying how the Contractor intends to reschedule those activities and reestablish compliance with the accepted baseline Construction Progress Schedule during the immediate subsequent pay period or as permitted by Engineer. This shall include a schedule diagram comparing the original and the revised sequence of activities, identifying all affected activities.
- (3) Upon determining the requirement for a Recovery Schedule:
 - a. Within five (5) calendar days, the Contractor shall present to Engineer a proposed Recovery Schedule. The Recovery Schedule shall represent the Contractor's best judgment as to how to best reorganize the Work and achieve progress to comply with the accepted Construction Progress Schedule.
 - b. Changes to Contractor's means and methods, such as increased labor force, working hours, overtime, additional equipment and other means shall not constitute the basis for changes to the Contract Sum or Contract Time.
 - c. Recovery Schedule shall show remedies to bring Work back on schedule up-to-date within the immediate subsequent pay period.
 - d. The Recovery Schedule shall be prepared to a similar level of detail as the Construction Progress Schedule.
 - e. Five (5) calendar days prior to the expiration of the Recovery Schedule, Contractor shall document to the Engineer that the Work schedule has regained, or is on-track to regain, compliance with the Construction Progress Schedule.
- (4) Failure to submit Recovery Schedule in a timely manner may result in Termination of the Contract for Cause as determined by the Engineer.
- (5) Failure to achieve compliance with the accepted Construction Progress Schedule despite implementing Recovery Schedule may result in Termination of the Contract for Cause as determined by the Engineer.
- (6) Termination of Contract For Cause: In the event Contractor defaults on the terms of the Contract, including failure to maintain the Construction Progress Schedule, Engineer will assess the level of completion of the Work achieved by the Contractor and compare amount of available funds against anticipated costs required for the Mobility Authority to complete the Work, including anticipated Liquidated Damages resulting from delay, if any. Engineer will determine amount of payment due to Contractor for Work completed prior to date of Termination of Contract for Cause, if any. In the event available funds are not sufficient for the Mobility Authority to complete the Work, the Mobility Authority will withhold such funds from the amount due the Contractor.
- (7) If, in the opinion of the Engineer, the Contractor has sufficiently regained compliance with the Construction Progress Schedule, the use of the Construction Progress Schedule will be resumed. Contractor shall update and submit the Construction Progress Schedule clearly identifying Work to date and how the Contractor intends to achieve timely completion for the remainder of the Work in accordance with the Construction Documents.

Special Provision to Item 9 Measurement and Payment

Item 9, "Measurement and Payment" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 9.5., "Progress Payments", Delete this section of the Specifications in its entirety and substitute with the following:

Partial payments will be made once each month covering work performed and materials complete-in-place in accordance with the Contract. The invoice form to be submitted each month will be provided to the Contractor in Microsoft Excel format. The Contractor must be able to use Microsoft Excel to complete the invoice form. Partial payments will be made on the value of work performed based on approximate estimates prepared by the Engineer, provided, however, that no estimate shall be certified or payment made where the net amount receivable by the Contractor is less than Five-hundred Dollars (\$500.00).

The Engineer will review the partial payment estimate with the Contractor's representative prior to each partial payment.

Total Contract value shall be considered to mean the original amount of the Contract, except when the Contract is increased or decreased by a supplemental agreement in which case the adjusted total shall be used.

The Mobility Authority reserves the right to withhold the payment of any partial or final estimate voucher or any sum or sums thereof from such vouchers in the event of the failure of the Contractor to promptly make payment to all persons supplying equipment, tools or materials, or for any labor used by the Contractor in the prosecution of the work provided for in the Contract, and for any other cause as determined by the Mobility Authority in its sole discretion, including overpayment on previous partial payments.

Article 9.8., "Retainage," is supplemented with the following:

The Mobility Authority shall not withhold funds from payments to be made to Contractor for the Work until such time as 95% of the Adjusted Contract Price has been paid to the Contractor. Following completion of and payment for 95% of the Adjusted Contract Price, the Mobility Authority shall withhold, the remaining 5% of the Adjusted Contract Price pursuant to the terms described below.

The remaining 5% for the Work, subject to reduction as specified below, shall be held by the Mobility Authority until Final Acceptance. At such time, and provided the Contractor is not in breach or default hereunder, the Mobility Authority shall release to Contractor all withheld in connection with the Work other than amounts applied to the payment of Losses or which the Mobility Authority deems advisable, in its sole discretion, to retain to cover any existing or threatened claims. The Contractor must further warrant, to the satisfaction of the Mobility Authority, that there are no outstanding claims or liens by any subcontractors or other parties with respect to the Work.

The prime contractor shall make full payment of amounts due to subcontractors within 10 calendar days following the satisfactory completion of the subcontractor's work. Satisfactory completion of the subcontractor's work shall be defined as approval, acceptance, and payment for the subcontractor's work by the Mobility Authority including the submittal and acceptance of all information, deliverables or other documents required by the contract.

Prior to the release of the remaining 5% by the Mobility Authority pursuant to the terms hereof, such amounts shall be held by the Mobility Authority. Upon the release of the remaining 5%, the Contractor shall not be entitled to any interest income that has accrued upon the amounts of the remaining 5% released to Contractor.

Article 9.9., "Payment Provisions for Subcontractors," is supplemented with the following:

The Mobility Authority may pursue actions against the Contractor, including withholding of estimates and suspending the work, for noncompliance with the subcontract requirements of this Section upon receipt of written notice with sufficient details showing the subcontractor has complied with contractual obligations as described in this Article.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this Article into all subcontract or material purchase agreements.

Special Provision to Item 247

Flexible Base



Item 247, "Flexible Base" of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Section 2.4., "Certification." This section is added.

Personnel certified by the Department-approved soils and base certification program must conduct all sampling, field testing, and laboratory testing required by the following:

- Section 2.1, "Aggregate,"
- Section 2.1.3.2, "Recycled Material (Including Crushed Concrete) Requirements,"
- Section 4.3, "Compaction," for measuring flexible base depth, and
- Section 4.3.2, "Density Control," for determining the roadway density and moisture content.

Supply the Engineer with a list of certified personnel and copies of their current certificates before laboratory and field testing is performed and when personnel changes are made. At any time during the project, the Engineer may perform production tests as deemed necessary in accordance with Item 5, "Control of the Work."

Section 2.5., "Reporting and Responsibilities." This section is added.

Use Department-provided templates to record and calculate all test data. Obtain the current version of the templates at <http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html> or from the Engineer. The Engineer and the Contractor will provide any available test results to the other party when requested. Record and electronically submit all test results and pertinent information on Department-provided templates.

Section 2.6., "Sampling." This section is added.

The Engineer will sample flexible base from stockpiles located at the production site or at the project location in accordance with [Tex-400-A](#), Section 5.3. The Engineer will label the sample containers as "Engineer," "Contractor" or "Supplier," and "CST/M&P." Witness the sampling and take immediate possession of the sample containers labeled "Contractor" or "Supplier." The Engineer will maintain custody of the samples labeled "CST/M&P" until testing and reporting is completed.

Section 2.7., "Referee Testing." This section is added.

CST/M&P is the referee laboratory. The Contractor may request referee testing when the Engineer's test results fail to meet any of the material requirements listed in Table 1. Make the request via email within 5 working days after receiving test results from the Engineer. Submit test reports signed and sealed by a licensed professional engineer from a commercial laboratory listed on the Department's Material Producer List (MPL) of laboratories approved to perform compaction and triaxial compression testing located at <http://ftp.dot.state.tx.us/pub/txdot-info/cmd/mpl/complabs.pdf>. Submit completed test reports electronically on Department-provided templates in their original format. The referee laboratory will report test results to the Engineer within the allowable number of working days listed in Table 2 from the time the referee laboratory receives the samples. It is at the discretion of the Engineer or the referee laboratory to deny a referee request upon review of the test reports provided by the Contractor.

Table 2
Number of Allowable Working Days to Report Referee Test Results

| Material Property | Test Method | Working Days |
|---|------------------------------|--------------|
| Gradation | Tex-110-E, Part I | 5 |
| Liquid Limit (Multi-Point Method) | Tex-104-E, Part I | 5 |
| Plasticity Index | Tex-106-E | 5 |
| Wet Ball Mill Value | Tex-116-E, Parts I and II | 5 |
| Wet Ball Mill, % Increase passing #40 sieve | | |
| Compressive Strength ¹ | Tex-117-E, Part II | 6 |
| Compressive Strength ² | Tex-117-E | 12 |

1. Moisture-Density curve provided by the District
2. Moisture-Density curve determined by the referee laboratory

Section 4.6., "Ride Quality." This section is voided and replaced by the following.

Measurement of ride quality only applies to the final travel lanes that receive a 1- or 2-course surface treatment for the final riding surface, unless otherwise shown on the plans. Measure the ride quality of the base course either before or after the application of the prime coat, as directed, and before placement of the surface treatment. Use a certified profiler operator from the Department's MPL. When requested, furnish the Engineer documentation for the person certified to operate the profiler.

Provide all profile data to the Engineer in electronic data files within 3 days of measuring the ride quality using the format specified in [Tex-1001-S](#). The Engineer will use Department software to evaluate longitudinal profiles to determine areas requiring corrective action. Correct 0.1-mi.sections for each wheel path having an average international roughness index (IRI) value greater than 100 in. per mile to an IRI value of 100 in. per mile or less, unless otherwise shown on the plans.

Re-profile and correct sections that fail to maintain ride quality, as directed. Correct re-profiled sections until specification requirements are met, as approved. Perform this work at no additional expense to the Department.

Special Provision to Item 421

Hydraulic Cement Concrete



Item 421, "Hydraulic Cement Concrete" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 421.2, "Materials," the second sentence of the first paragraph is voided and replaced by the following.

Provide aggregates from sources listed in the Department's Concrete Rated Source Quality Catalog (CRSQC).

Article 421.2.2, Supplementary Cementing Materials (SCM), is voided and replaced with the following.

Supplementary Cementing Materials (SCM).

- **Fly Ash.** Furnish fly ash, Modified fly ash (MFA), and Ground Bottom Ash (GBA) conforming to [DMS-4610](#), "Fly Ash."
- **Slag Cement.** Furnish Slag Cement conforming to [DMS-4620](#), "Slag Cement."
- **Silica Fume.** Furnish silica fume conforming to [DMS-4630](#), "Silica Fume."
- **Metakaolin.** Furnish metakaolin conforming to [DMS-4635](#), "Metakaolin."

Article 421.3.1.3, "Agitators and Truck and Stationary Mixers," the first paragraph is voided and replaced by the following.

Provide stationary and truck mixers capable of combining the ingredients of the concrete into a thoroughly mixed and uniform mass and capable of discharging the concrete so that the requirements of Tex-472-A are met.

Article 421.3.1.3, "Agitators and Truck and Stationary Mixers," is supplemented with the following.

Truck mixers with automated water and chemical admixture measurement and slump and slump flow monitoring equipment meeting the requirement of ASTM C 94 will be allowed. Provide data every 6 mo. substantiating the accuracy of slump, slump flow, temperature, water, and chemical admixture measurements. The slump measured by the automated system must be within 1 in. of the slump measured in accordance with Tex-415-A. The concrete temperature measured by the automated system must be within 1°F of concrete temperature measured in accordance with Tex-422-A. The Engineer will not use the automated measurements for acceptance.

Article 421.4.2, "Mix Design Proportioning," Table 8 is voided and replaced by the following.

Table 8
Concrete Classes

| Class of Concrete | Design Strength, ¹ Min f'_c (psi) | Max w/cm Ratio | Coarse Aggregate Grades ^{2,3,4} | Cement Types | Mix Design Options | Exceptions to Mix Design Options | General Usage ⁵ |
|-------------------|---|----------------|--|-------------------------------------|--------------------|---|---|
| A | 3,000 | 0.60 | 1-4, 8 | I, II, I/II, IL, IP, IS, IT, V | 1, 2, 4, & 7 | When the cementitious material content does not exceed 520 lb./cu. yd., any fly ash listed in the MPL may be used at a cement replacement of 20% to 50%. | Curb, gutter, curb & gutter, conc. retards, sidewalks, driveways, back-up walls, anchors, non-reinforced drilled shafts |
| B | 2,000 | 0.60 | 2-7 | | | | Riprap, traffic signal controller foundations, small roadside signs, and anchors |
| C ⁶ | 3,600 | 0.45 | 1-6 | I, II, I/II, IP, IL, IS, IT, V | 1-8 | | Drilled shafts, bridge substructure, bridge railing, culverts except top slab of direct traffic culverts, headwalls, wing walls, inlets, manholes, concrete traffic barrier |
| E | 3,000 | 0.50 | 2-5 | I, II, I/II, IL, IP, IS, IT, V | 1-8 | When the cementitious material content does not exceed 520 lb./cu. yd., any fly ash listed in the MPL may be used at a cement replacement of 20% to 50%.. | Seal concrete |
| F ⁶ | Note ⁷ | 0.45 | 2-5 | I, II, I/II, IP, IL, IS, IT, V | | | Railroad structures; occasionally for bridge piers, columns, bents, post-tension members |
| H ⁶ | Note ⁷ | 0.45 | 3-6 | I, II, I/II, III, IP, IL, IS, IT, V | 1-4 | Do not use Type III cement in mass placement concrete. Up to 20% of blended cement may be replaced with listed SCMs when Option 4 is used for precast concrete. Options 6, 7, & 8 allowed for cast-in-place Class H concrete. | Precast concrete, post-tension members |
| S ⁶ | 4,000 | 0.45 | 2-5 | I, II, I/II, IP, IL, IS, IT, V | 1-8 | | Bridge slabs, top slabs of direct traffic culverts, approach slabs |
| P | See Item 360, "Concrete Pavement." | 0.50 | 2-3 | I, II, I/II, IL, IP, IS, IT, V | 1-8 | When the cementitious material content does not exceed 520 lb./cu. yd., any fly ash listed in the MPL may be used at a cement replacement of 20% to 50%.. | Concrete pavement |
| CO ⁶ | 4,600 | 0.40 | 6 | I, II, I/II, IP, IL, IS, IT, V | 1-8 | | Bridge deck concrete overlay |
| LMC ⁶ | 4,000 | 0.40 | 6-8 | | | | Latex-modified concrete overlay |
| SS ⁶ | 3,600 | 0.45 | 4-6 | I, II, I/II, IP, IL, IS, IT, V | 1-8 | Use a minimum cementitious material content of 658 lb./cu. yd. of concrete. Limit the alkali loading to 4.0 lbs./cu. yd. or less when using option 7. | Slurry displacement shafts, underwater drilled shafts |
| K ⁶ | Note ⁷ | 0.40 | Note ⁷ | I, II, I/II, III, IP, IL, IS, IT, V | 1-8 | | Note ⁷ |
| HES | Note ⁷ | 0.45 | Note ⁷ | I, IL, II, I/II, III | | Mix design options do not apply. 700 lb. of cementitious material per cubic yard limit does not apply. | Concrete pavement, concrete pavement repair |

| Class of Concrete | Design Strength, ¹ Min f_c (psi) | Max w/cm Ratio | Coarse Aggregate Grades ^{2,3,4} | Cement Types | Mix Design Options | Exceptions to Mix Design Options | General Usage ⁵ |
|-----------------------|--|----------------|--|--|--------------------|---|----------------------------|
| "X" (HPC) 6,8,9 | Note ¹⁰ | 0.45 | Note ¹⁰ | I, II, I/II, III IP, IL, IS, IT, V | 1-4, & 8 | Maximum fly ash replacement for Option 3 may be increased to 50%. Up to 20% of a blended cement may be replaced with listed SCMs for Option 4. Do not use Option 8 for precast concrete. | |
| "X" (SRC) 6,8,9 | Note ¹⁰ | 0.45 | Note ¹⁰ | I/II, II, IP, IL, IS, IT, V | 1-4, & 7 | When using fly ash, only use fly ashes allowed for SRC as listed in the Fly Ash MPL. Type III-MS may be used where allowed. Type I and Type III cements may be use when fly ashes allowed for SRC as listed in the Fly Ash MPL are used, and with a maximum w/cm of 0.40. Up to 20% of blended cement may be replaced with listed SCMs when Option 4 is used for precast concrete. Do not use Option 7 for precast concrete ¹¹ . | |

- Design strength must be attained within 56 days.
- Do not use Grade 1 coarse aggregate except in massive foundations with 4 in. minimum clear spacing between reinforcing steel bars, unless otherwise permitted. Do not use Grade 1 aggregate in drilled shafts.
- Use Grade 8 aggregate in extruded curbs unless otherwise approved.
- Other grades of coarse aggregate maybe used in non-structural concrete classes when allowed by the Engineer.
- For information only.
- Structural concrete classes.
- As shown on the plans or specified.
- "X" denotes class of concrete shown on the plans or specified.
- (HPC): High Performance Concrete, (SRC): Sulfate Resistant Concrete.
- Same as class of concrete shown on the plans.
- Option 7 will be allowed for precast concrete products included in Items 462, 464, and 465.

Article 421.4.2.2, "Aggregates," is supplemented by the following.

Use the following equation to determine if the aggregate combination meets the sand equivalency requirement when blending fine aggregate or using an intermediate aggregate:

$$\frac{(SE_1 \times P_1) + (SE_2 \times P_2) + (SE_{ia} \times P_{ia})}{100} \geq 80\%$$

where:

- SE_1 = sand equivalency (%) of fine aggregate 1
 SE_2 = sand equivalency (%) of fine aggregate 2
 SE_{ia} = sand equivalency (%) of intermediate aggregate passing the 3/8 in. sieve
 P_1 = percent by weight of fine aggregate 1 of the fine aggregate blend
 P_2 = percent by weight of fine aggregate 2 of the fine aggregate blend
 P_{ia} = percent by weight of intermediate aggregate passing the 3/8 in. sieve

Article 421.4.2.5, "Slump," the second paragraph is voided and not replaced. Table 9 is voided and replaced with below:

**Table 9
Placement Slump Requirements**

| General Usage | Placement Slump Range, ^{1,2} in. |
|--|--|
| Walls (over 9 in. thick), caps, columns, piers | 3 to 7 |
| Bridge slabs, top slabs of direct traffic culverts, approach slabs, concrete overlays, latex-modified concrete for bridge deck overlays | 3 to 6 |
| Inlets, manholes, walls (less than 9 in. thick), bridge railing, culverts, concrete traffic barrier, concrete pavement (formed) | 4 to 6 |
| Precast concrete | 4 to 9 |
| Underwater concrete placements | 6 to 8-1/2 |
| Drilled shafts, slurry displaced and underwater drilled shafts | See Item 416, "Drilled Shaft Foundations." |
| Curb, gutter, curb and gutter, concrete retards, sidewalk, driveways, seal concrete, anchors, riprap, small roadside sign foundations, concrete pavement repair, concrete repair | As approved |

1. Maximum slump values may be increase above these values shown using chemical admixtures, provided the admixture treated concrete has the same or lower water-to-cementitious ratio and does not exhibit segregation or excessive bleeding. Request approval to increase slump limits in advance for proper evaluation by the Engineer.
2. For fiber reinforced concrete, perform slump before addition of fibers.

Article 421.2.6, "Mix Design Options", is voided and replaced with the following.

Option 1. Replace cement with at least the minimum dosage listed in the Fly Ash MPL for the fly ash used in the mixture. Do not replace more than 50% of the cement with fly ash.

Option 2. Replace 35% to 50% of the cement with slag cement.

Option 3. Replace 35% to 50% of the cement with a combination of fly ash, slag cement, MFAmetakaolin, or at least 3% silica fume; however, no more than 35% may be fly ash, and no more than 10% may be silica fume.

Option 4. Use Type IP, Type IS, or Type IT cement as allowed in Table 8 for each class of concrete. Up to 10% of a Type IP, Type IS, or Type IT cement may be replaced with fly ash, slag cement, or silica fume. Use no more than 10% silica fume in the final cementitious material mixture if the Type IT cement contains silica fume, and silica fume is used to replace the cement.

Option 5. Option 5 is left intentionally blank.

Option 6. Use a lithium nitrate admixture at a minimum dosage determined by testing conducted in accordance with Tex-471-A. Before use of the mix, provide an annual certified test report signed and sealed by a licensed professional engineer, from a laboratory on the Department's MPL, certified by the Construction Division as being capable of testing according to Tex-471-A.

Option 7. Ensure the total alkali contribution from the cement in the concrete does not exceed 3.5 lb. per cubic yard of concrete when using hydraulic cement not containing SCMs calculated as follows:

$$\text{lb. alkali per cu. yd.} = \frac{(\text{lb. cement per cu. yd.}) \times (\% \text{ Na}_2\text{O equivalent in cement})}{100}$$

In the above calculation, use the maximum cement alkali content reported on the cement mill certificate.

Option 8. Use Table 10 when deviating from Options 1–3 or when required by the Fly Ash MPL. Perform required testing annually, and submit results to the Engineer. Laboratories performing ASTM C1260, ASTM C1567, and ASTM C1293 testing must be listed on the Department's MPL. Before use of the mix, provide a certified test report signed and sealed by a licensed professional engineer demonstrating the proposed mixture conforms to the requirements of Table 10.

Provide a certified test report signed and sealed by a licensed professional engineer, when HPC is required, and less than 20% of the cement is replaced with SCMs, demonstrating ASTM C1202 test results indicate the permeability of the concrete is less than 1,500 coulombs tested immediately after either of the following curing schedules:

- Moisture cure specimens 56 days at 73°F.
- Moisture cure specimens 7 days at 73°F followed by 21 days at 100°F.

Table 10
Option 8 Testing and Mix Design Requirements

| Scenario | ASTM C1260 Result | | Testing Requirements for Mix Design Materials or Prescriptive Mix Design Options |
|----------|---------------------------|------------------------------------|--|
| | Mix Design Fine Aggregate | Mix Design Coarse Aggregate | |
| A | > 0.10% | > 0.10% | Determine the dosage of SCMs needed to limit the 14-day expansion of each aggregate ¹ to 0.10% when tested individually in accordance with ASTM C1567. |
| B | ≤ 0.10% | ≤ 0.10% | Use the minimum replacement listed in the Fly Ash MPL, or When Option 8 is listed on the MPL, use a minimum of 40% fly ash with a maximum CaO ² content of 25%, or Use any ternary combination which replaces 35% to 50% of cement. |
| | ≤ 0.10% | ASTM C1293 1 yr. Expansion ≤ 0.04% | Use a minimum of 20% of any fly ash; or Use any ternary combination which replaces 20% to 50% of cement. |
| C | ≤ 0.10% | > 0.10% | Determine the dosage of SCMs needed to limit the 14-day expansion of coarse and intermediate ¹ aggregate to 0.10% when tested individually in accordance with ASTM C1567. |
| D | > 0.10% | ≤ 0.10% | Use the minimum replacement listed in the Fly Ash MPL, or When Option 8 is listed on the MPL, use a minimum of 40% fly ash with a maximum CaO ² content of 25%, or Use any ternary combination which replaces 35% to 50% of cement. |
| | > 0.10% | ASTM C1293 1 yr. Expansion ≤ 0.04% | Determine the dosage of SCMs needed to limit the 14-day expansion of each fine aggregate to 0.10% when individually tested in accordance with ASTM C1567. |

1. Intermediate size aggregates will fall under the requirements of mix design coarse aggregate.
2. Average the CaO content from the previous ten values as listed on the test certificate.

Article 421.4.2.7, “Optimized Aggregate Gradation (OAG) Concrete,” the first sentence of the first paragraph is voided and replaced by the following.

The gradations requirements in Table 4 and Table 6 do not apply when OAG concrete is specified or used by the Contractor unless otherwise shown on the plans.

The fineness modulus for fine aggregate listed in Table 5, does not apply when OAG Concrete is used,

Article 421.4.6.2, Delivering Concrete,” the third paragraph is supplemented by the following.

When truck mixers are equipped with automated water or chemical admixture measurement and slump or slump flow monitoring equipment, the addition of water or chemical admixtures during transit is allowed. Reports generated by this equipment must be submitted to the Engineer daily.

Article 421.4.6.2, “Delivering Concrete,” the fifth paragraph is voided and replaced with the following. Begin the discharge of concrete delivered in truck mixers within the times listed in Table 14. Concrete delivered after these times, and concrete that has not begun to discharge within these times will be rejected

Article 421.4.8.3, “Testing of Fresh Concrete,” is voided and replaced with the following.

Testing Concrete. The Engineer, unless specified in other Items or shown on the plans, will test the fresh and hardened concrete in accordance with the following methods:

- Slump. Tex-415-A;
- Air Content. Tex-414-A or Tex-416-A;
- Temperature. Tex-422-A;
- Making and Curing Strength Specimens. Tex-447-A;
- Compressive Strength. Tex-418-A;
- Flexural Strength. Tex-448-A; and
- Maturity. Tex-426-A.

Flexural strength and maturity specimens will not be made unless specified in other items or shown on the plans.

Concrete with slump less than minimum required after all addition of water withheld will be rejected, unless otherwise allowed by the Engineer. Concrete with slump exceeding maximum allowed may be used at the contractor's option. If used, Engineer will make, test, and evaluate strength specimens as specified in Article 421.5., "Acceptance of Concrete." Acceptance of concrete not meeting air content or temperature requirements will be determined by Engineer. Fresh concrete exhibiting segregation and excessive bleeding will be rejected.

Article 421.4.8.3.1. "Job-Control Testing," is voided and not replaced.

Special Provision to Item 427

Surface Finishes for Concrete



Item 427, "Surface Finishes for Concrete" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 427.2.1 "Coatings," is supplemented with the following:

Epoxy Waterproofing. Provide Type X Epoxy per [DMS-6100](#) "Epoxies and Adhesives." Match color of coating with Federal Standard 595C color 35630, concrete gray, unless otherwise shown on the plans.

Article 427.4.2.2 "Application," is supplemented with the following:

Epoxy Waterproofing. Mix epoxy per manufacturer's instructions. Apply the coating on a dry surface at a maximum application rate of 100 sq. ft per gallon. Apply a thin uniform film of mixed epoxy to the substrate by the use of a short nap roller or brush. The epoxy may be sprayed following the thinning requirements of the manufacturer. No more than 15% reduction is permitted.

Match the color of the applied coating with the color standard shown on the plans. Apply when ambient temperature is between 50°F and 100°F.

Article 427.6 "Payment," the second paragraph is voided and replaced in its entirety with:

When a surface finish for concrete is specified as a pay item, the work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Adhesive Grout Finish," "Concrete Paint Finish," "Opaque Sealer Finish," "Silicone Resin Paint Finish," "Epoxy Waterproof Finish," or "Blast Finish." This price is full compensation for materials; cleaning and preparing surfaces; application of materials; and equipment, labor, tools, and incidentals.

Special Provision to Item 441

Steel Structures



Item 441, "Steel Structures" of the Standard Specifications is amended with respect to the clause cited below. No other clauses or requirements of this Item are waived or changed.

Section 2.3., "High-Strength Bolts," is revised and replaced by the following:

High-Strength Bolts. Use fasteners that meet Item 447, "Structural Bolting." Use galvanized fasteners on field connections of bridge members when ASTM F3125-Grade A325 bolts are specified and steel is painted.

Section 441.3.1.5.1, "Plants," The second and third paragraphs are voided and replaced with the following:

Fabrication plants that produce the following non-bridge steel members must be approved in accordance with DMS-7380, "Steel Non-Bridge Member Fabrication Plant Qualification."

- Item 610 – Roadway Illumination Poles,
- Item 613 – High Mast Illumination Poles,
- Item 614 – High Mast Rings and Support Assemblies,
- Item 650 – Overhead Sign Support Structures,
- Item 654 – Sign Walkways,
- Item 686 – Traffic Signal Poles, and
- Special Specification Item 6064 – Intelligent Transportation System (ITS) Poles.

The Materials and Tests Division maintains a list of approved non-bridge fabrication plants on the Department MPL that produce these members.

Section 441.3.1.6.1, "Erection Drawings," the third paragraph is voided and replaced with the following:

Perform erection engineering evaluation of the structural adequacy and stability of constructing the bridge system for each step of the steel erection.

Special Provision to Item 442

Metal for Structures



Item 442, "Metal for Structures" of the Standard Specifications is amended with respect to the clause cited below. No other clauses or requirements of this Item are waived or changed.

Section 442.2.1.3.3., "Fasteners." The first sentence of the first paragraph is replaced by the following:

Fasteners. Provide high-strength bolts that meet ASTM F3125-Grade A325 unless otherwise shown on the plans.

Section 442.2.1.3.3., "Fasteners." The third paragraph is deleted and not replaced.

Special Provision to Item 446

Field Cleaning and Painting Steel



For this project, Item 446, "Field Cleaning and Painting Steel," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Section 446.4.1., "Qualification," the first and second paragraphs are voided and replaced by the following:

Submit to the Engineer documentation verifying SSPC QP 1 or NACE NIICAP AS-1 certification for work requiring the removal or application of coatings. Additionally, submit to the Engineer documentation verifying SSPC QP 2 Cat A or NACE NIICAP AS-2 certification when work requires removal of coatings containing hazardous materials. Maintain certifications throughout the project. No work may be performed without current and active certifications unless otherwise shown on the plans. The Engineer may waive certification requirements for minor, touch-up repair work and coating steel members repaired in accordance with Item 784, "Steel Member Repair."

The Engineer may waive certification requirements, when stated on the plans, for the purpose of qualification in either contractor certification program if the project has been accepted as a qualification project as part of the process for obtaining SSPC QP1 Cat A or NACE NIICAP AS-1 certification. Submit certification applications and proof of acceptance before beginning work or provide SSPC QP 7 certification when required on the plans.

Section 446.4.7.3.2., "Classes of Cleaning," is amended with the following:

Prepare all surfaces of painted steel members subsequently exposed from structural operations, such as deck removal or steel repair, in accordance with this Item. Prevent loose or damaged paint from entering the environment.

Special Provision to Item 447

Structural Bolting



Item 447, "Structural Bolting" of the Standard Specifications is amended with respect to the clause cited below. No other clauses or requirements of this Item are waived or changed.

Article 447.2.2., "Bolt Assemblies." The first paragraph is replaced by the following:

Bolt Assemblies. Provide ASTM F3125 bolts and nuts and washers meeting the type, grade, and finish requirements in Table 1, unless otherwise shown in the plans.

Article 447.2.2., "Bolt Assemblies." The second paragraph is replaced by the following:

Use Grade A325 or Grade A490 Type 3 plain (uncoated) bolts for weathering steel as indicated and Grade A325 Type 1 galvanized bolts for coated steel, unless otherwise shown on the plans.

Article 447.2.2., "Bolt Assemblies." Table 1 is replaced by the following:

Table 1
ASTM Type, Finish, and Grade for Structural Bolts, Nuts, and Washers

| | Bolt ¹ Grade | Bolt Type | Bolt Finish | ASTM A563 Nut Grade and Finish | ASTM F436 Washer Type and Finish |
|------------------------------------|-------------------------|-----------|-------------|--|----------------------------------|
| Heavy-Hex Bolts ¹ | A325 | 1 | Galvanized | DH, ² galvanized and lubricated | 1; galvanized |
| | A325 | 3 | Plain | C3 and DH3; plain | 3; plain |
| | A490 | 3 | Plain | DH3; plain | 3; plain |
| Tension-Control Bolts ¹ | F1852 | 1 | Galvanized | DH, ² galvanized and lubricated | 1; galvanized |
| | F1852 | 3 | Plain | C3 and DH3; plain | 3; plain |
| | F2280 | 3 | Plain | DH3; plain | 3; plain |

1. ASTM F3125 High Strength Structural Bolts
2. ASTM A194 Heavy Hex Grade 2H nuts may be substituted.

Article 447.2.6., "Fitup Bolts and Erection Pins." The first paragraph is replaced by the following:

Fitup Bolts and Erection Pins. Provide heavy-hex fitup bolts of the same diameter as the connection bolts. Do not use washer-type indicating devices for fitups. Do not reuse galvanized bolts or Grade A490 bolts that have been used as fitup bolts. Provide a sufficient number of erection or drift pins, 1/32 in. larger than the bolt diameter.

Article 447.4.3., "General." The second sentence of the third paragraph is replaced by the following:

Install hardened washers under both the nut and bolt head of Grade A490 bolts when the outer plies being fastened have a yield strength less than 40 ksi.

Article 447.4.3., “General.” Table 2 is replaced by the following:

**Table 2
Bolt Tension**

| Nominal Bolt Size, in. | Minimum Tension (kips) | |
|------------------------|------------------------|------------------|
| | Grade A325 Bolts | Grade A490 Bolts |
| ½ | 12 | 15 |
| 5/8 | 19 | 24 |
| ¾ | 28 | 35 |
| 7/8 | 39 | 49 |
| 1 | 51 | 64 |
| 1-1/8 | 56 | 80 |
| 1-1/4 | 71 | 102 |
| 1-3/8 | 85 | 121 |
| 1-1/2 | 103 | 148 |

Article 447.4.5.2., “Install Bolts.” The second paragraph is replaced by the following:

Fully tighten a minimum number of bolts as directed until the plies are in full contact if snugging does not bring the plies of the joint into full contact. Mark these bolts as fitup bolts. Use a non-galvanized Grade A325 bolt of the same diameter as a fitup bolt in connections requiring the use of galvanized Grade A325 bolts. Re-snug all remaining bolts.

Article 447.4.5.3., “Tension Bolts.” The first paragraph is replaced by the following:

Tension Bolts. Loosen all fitup bolts after tensioning all the other bolts in the connection. Ungalvanized Grade A325 bolts used as fitup bolts may be reused in a connection using this type of bolt. Replace all galvanized bolts and Grade A490 bolts used as fitup bolts. Tension these remaining untensioned bolts in accordance with this paragraph. Ensure the element not turned by the wrench (bolt head or nut) does not rotate.

Article 447.4.5.4., “Bolt Reuse.” The first paragraph is replaced by the following:

Bolt Reuse. Do not reuse Grade A490 or galvanized Grade A325 bolts. Ungalvanized Grade A325 bolts may be reused one time if the threads have not been damaged. Re-tensioning previously tensioned bolts loosened by the tensioning of adjacent bolts is not considered to be reuse.

Special Provision to Item 449

Anchor Bolts



Item 449, "Anchor Bolts" of the Standard Specifications is amended with respect to the clause cited below. No other clauses or requirements of this Item are waived or changed.

Section 449.2.1., "Bolts and Nuts." Table 1 is replaced by the following:

Table 1
Bolt and Nut Standards

| Specified Anchor Bolt Category | Bolt Standards | Nut Standards |
|--------------------------------|---|--|
| Mild steel | ASTM A307 Gr. A, F1554 Gr. 36, or A36 | ASTM A563 |
| Medium-strength, mild steel | ASTM F1554 Gr. 55 with supplementary requirement S1 | ASTM A194 Gr. 2 or A563 Gr. D or better |
| High-strength steel | ASTM F3125-Grade A325 or ASTM A449 ¹ | ASTM A194 or A563, heavy hex |
| Alloy steel | ASTM A193 Gr. B7 or F1554 Gr. 105 | ASTM A194 Gr. 2H or A563 Gr. DH, heavy hex |

1. If headed bolts are specified, ASTM A449 bolts must be heavy hex head.

Section 449.3.3.1, "Anchor Bolt Thread Lubricant Coating," The first sentence of the first paragraph is voided and replaced by the following.

Coat anchor bolt threads before installing nuts with an electrically conducting lubricant compound described in Section 449.3.3.2.1., "Definitions," for traffic signal poles, roadway illumination poles, high mast illumination poles, intelligent transportation system poles, overhead sign support structures, and steel electrical service supports.

Section 449.3.3.2, "Anchor Bolt Tightening Procedure," The first sentence of the first paragraph is voided and replaced by the following.

Tighten anchor bolts for traffic signal poles, shoe base and concrete traffic barrier base roadway illumination poles, high mast illumination poles, intelligent transportation system poles, and overhead sign support structures in accordance with this Section.

Special Provision to Item 502

Barricades, Signs and Traffic Handling



Item 502, "Barricades, Signs and Traffic Handling" of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 502.1., "Description," is supplemented by the following:

Temporary work-zone (TWZ) traffic control devices manufactured after December 31, 2019, must have been successfully tested to the crashworthiness requirements of the 2016 edition of the Manual for Assessing Safety Hardware (MASH). Such devices manufactured on or before this date and successfully tested to NCHRP Report 350 or the 2009 edition of MASH may continue to be used throughout their normal service lives. An exception to the manufacture date applies when, based on the project's date of letting, a category of MASH-2016 compliant TWZ traffic control devices are not approved, or are not self-certified after the December 31, 2019, date. In such case, devices that meet NCHRP-350 or MASH-2009 may be used regardless of the manufacture date.

Such TWZ traffic control devices include: portable sign supports, barricades, portable traffic barriers designated exclusively for use in temporary work zones, crash cushions designated exclusively for use in temporary work zones, longitudinal channelizers, truck and trailer mounted attenuators. Category I Devices (i.e., lightweight devices) such as cones, tubular markers and drums without lights or signs attached however, may be self-certified by the vendor or provider, with documentation provided to Department or as are shown on Department's Compliant Work Zone Traffic Control Device List.

Article 502.4., "Payment," is supplemented by the following:

Truck mounted attenuators and trailer attenuators will be paid for under Special Specification, "Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)." Portable Changeable Message Signs will be paid for under Special Specification, "Portable Changeable Message Sign." Portable Traffic Signals will be paid for under Special Specification, "Portable Traffic Signals."

Special Provision to Item 506

Temporary Erosion, Sedimentation, and Environmental Controls



Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 506.1., "Description." The second paragraph is voided and replaced by the following.

Contractor is considered primary operator to have day-to-day operational control as defined in TPDES GP TXR150000.

- 1.1. For projects with soil disturbance of less than 1 acre, no submittal to TCEQ will be required but Contractor will follow SWP3. For projects with soil disturbance of 1 acre to less than 5 acres a small site notice will be posted at the site. For projects with soil disturbance of 5 acres or more a Notice of Intent (NOI) is required and a large site notice posted at site. Postings will be in accordance with TPDES GP TXR150000. Postings not associated with project specific locations will be in same location as Department's postings.
- 1.2. **Notice of Intent (NOI).** Submit a NOI, if applicable, with the TCEQ under the TPDES GP TXR150000 at least 7 days prior to commencement of construction activities at the project site. Provide a signed copy to the Engineer and any other MS4 operators at the time of submittal. The Department will submit their NOI prior to contractor submission and will provide a copy for Contractor's use in completing the Contractor's NOI form.
- 1.3. **Notice of Change (NOC).** Upon concurrence of the Engineer, submit a NOC, if applicable, to the TCEQ within 14 days of discovery of a change or revision to the NOI as required by the TPDES GP TXR150000. Provide a signed copy of the NOC to the Engineer and any other MS4 operators at the time of submittal.
- 1.4. **Notice of Termination (NOT).** Upon concurrence of the Engineer, submit a NOT, if applicable, to the TCEQ within 30 days of the Engineer's approval that 70% native background vegetative cover is met or equivalent permanent stabilization have been employed in accordance with the TPDES GP TXR 150000. Provide a signed copy of the NOT to the Engineer and any other MS4 operators at the time of submittal.

Section 506.3.1, "Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities," is supplemented by the following:

- 3.1. **Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities.** Provide and designate in writing at the preconstruction conference a CRPE and alternate CRPE who have overall responsibility for the storm water management program. The CRPE will implement stormwater and erosion control practices; will oversee and observe stormwater control measure monitoring and management; will monitor the project site daily and produce daily monitoring reports as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. Daily monitor reports shall be maintained and made available upon request. During time suspensions when work is not occurring or on contract non-work days, daily inspections are not required unless a rain event has occurred. The CRPE will provide recommendations on how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Ensure training is completed as identified in Section 506.3.3., "Training," by all applicable personnel before employees work on the project. Document and maintain and make available upon request, a list, signed by the CRPE, of all applicable Contractor and subcontractor employees who have completed the training. Include the employee's name, the training course name, and date the employee completed the training.

Section 506.3.3., "Training," is supplemented by the following:

Training is provided by the Department at no cost to the Contractor and is valid for 3 yr. from the date of completion. The Engineer may require the following training at a frequency less than 3 yr. based on environmental needs:

- “Environmental Management System: Awareness Training for the Contractor” (English and Spanish) (Approximate running time 20 min.), and
- “Storm Water: Environmental Requirements During Construction” (English and Spanish) (Approximate running time 20 min.).

The Contractor responsible person environmental (CRPE), alternate CRPE designated for emergencies, Contractor's superintendent, Contractor, and subcontractor lead personnel involved in soil disturbing or SWP3 activities must enroll in and complete the training listed below and maintain and make available upon request the certificate of completion. Training is provided by a third party and is valid for 3 yr. from the date shown on the Certificate of Completion. Coordinate enrollment as prescribed by the Department and pay associated fees for the following training:

- “Revegetation During Construction,”
- “Construction General Permit Compliance,” and
- “Construction Stage Gate Checklist (CSGC).”

Training and associated fee will not be measured or paid for directly but are subsidiary to this Item.

Special Provision to Special Specification 6185 Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)



Item 6185, "Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)" of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 4. "Measurement", is voided and replaced by the following:

- 4.1. **Truck Mounted Attenuator/Trailer Attenuator (Stationary).** This Item will be measured by the day. TMA/TAs must be set up in a work area and operational before a calendar day can be considered measurable. A day will be measured for each TMA/TA set up and operational on the worksite.
- 4.2. **Truck Mounted Attenuator/Trailer Attenuator (Mobile Operation).** This Item will be measured by the hour or by the day. The time begins once the TMA/TA is ready for operation at the predetermined site and stops when notified by the Engineer. When measurement by the hour is specified, a minimum of 4 hr. will be paid each day for each operating TMA/TA used in a mobile operation. When measurement by the day is specified, a day will be measured for each TMA/TA set up and operational on the worksite.

Special Specification 6001

Portable Changeable Message Sign



1. DESCRIPTION

Furnish, operate, and maintain portable trailer mounted changeable message sign (PCMS) units.

2. MATERIALS

Furnish new or used material in accordance with the requirements of this Item and the details shown on the plans. Provide a self-contained PCMS unit with the following:

- Sign controller
- Changeable Message Sign
- Trailer
- Power source

Paint the exterior surfaces of the power supply housing, supports, trailer, and sign with Federal Orange No. 22246 or Federal Yellow No. 13538 of Federal Standard 595C, except paint the sign face assembly flat black.

- 2.1. **Sign Controller.** Provide a controller with permanent storage of a minimum of 75 pre-programmed messages. Provide an external input device for random programming and storage of a minimum of 75 additional messages. Provide a controller capable of displaying up to 3 messages sequentially. Provide a controller with adjustable display rates. Enclose sign controller equipment in a lockable enclosure.
- 2.2. **Changeable Message Sign.** Provide a sign capable of being elevated to at least 7 ft. above the roadway surface from the bottom of the sign. Provide a sign capable of being rotated 360° and secured against movement in any position.
- Provide a sign with 3 separate lines of text and 8 characters per line minimum. Provide a minimum 18 in. character height. Provide a 5 × 7 character pixel matrix. Provide a message legibility distance of 600 ft. for nighttime conditions and 800 ft. for normal daylight conditions. Provide for manual and automatic dimming light sources.
- The following are descriptions for 3 screen types of PCMS:
- **Character Modular Matrix.** This screen type comprises of character blocks.
 - **Continuous Line Matrix.** This screen type uses proportionally spaced fonts for each line of text.
 - **Full Matrix.** This screen type uses proportionally spaced fonts, varies the height of characters, and displays simple graphics on the entire sign.
- 2.3. **Trailer.** Provide a 2 wheel trailer with square top fenders, 4 leveling jacks, and trailer lights. Do not exceed an overall trailer width of 96 in. Shock mount the electronics and sign assembly.
- 2.4. **Power Source.** Provide a diesel generator, solar powered power source, or both. Provide a backup power source as necessary.
- 2.5. **Cellular Telephone.** When shown on the plans, provide a cellular telephone connection to communicate with the PCMS unit remotely.

3. CONSTRUCTION

Place or relocate PCMS units as shown on the plans or as directed. The plans will show the number of PCMS units needed, for how many days, and for which construction phases.

Maintain the PCMS units in good working condition. Repair damaged or malfunctioning PCMS units as soon as possible. PCMS units will remain the property of the Contractor.

4. MEASUREMENT

This Item will be measured by each PCMS or by the day used. All PCMS units must be set up on a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day will be measured for each PCMS set up and operational on the worksite.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Portable Changeable Message Sign." This price is full compensation for PCMS units; set up; relocating; removing; replacement parts; batteries (when required); fuel, oil, and oil filters (when required); cellular telephone charges (when required); software; and equipment, materials, tools, labor, and incidentals.

Special Specification 6185

Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)



1. DESCRIPTION

Furnish, operate, maintain and remove upon completion of work, Truck Mounted Attenuator (TMA) or Trailer Attenuator (TA).

2. MATERIALS

Furnish, operate and maintain new or used TMAs or TAs. Assure used attenuators are in good working condition and are approved for use. A list of approved TMA/TA units can be found in the Department's Compliant Work Zone Traffic Control Devices List. The host vehicle for the TMA and TA must weigh a minimum of 19,000 lbs. Host vehicles may be ballasted to achieve the required weight. Any weight added to the host vehicle must be properly attached or contained within it so that it does not present a hazard and that proper energy dissipation occurs if the attenuator is impacted from behind by a large truck. The weight of a TA will not be considered in the weight of the host vehicle but the weight of a TMA may be included in the weight of the host vehicle. Upon request, provide either a manufacturer's curb weight or a certified scales weight ticket to the Engineer.

3. CONSTRUCTION

Place or relocate TMA/TAs as shown on the plans or as directed. The plans will show the number of TMA/TAs needed, for how many days or hours, and for which construction phases.

Maintain the TMA/TAs in good working condition. Replace damaged TMA/TAs as soon as possible.

4. MEASUREMENT

4.1. **Truck Mounted Attenuator/Trailer Attenuator (Stationary).** This Item will be measured by the each or by the day. TMA/TAs must be set up in a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day will be measured for each TMA/TA set up and operational on the worksite.

4.2. **Truck Mounted Attenuator/Trailer Attenuator (Mobile Operation).** This Item will be measured by the hour. The time begins once the TMA/TA is ready for operation at the predetermined site and stops when notified by the Engineer. A minimum of 4 hr. will be paid each day for each operating TMA/TA used in a mobile operation.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Truck Mounted Attenuators/Trailer Attenuators (Stationary)," or "Truck Mounted Attenuators/Trailer Attenuators (Mobile Operation)." This price is full compensation for furnishing TMA/TA: set up; relocating; removing; operating; fuel; and equipment, materials, tools, labor, and incidentals.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #14

Discuss and consider approving an Interlocal Agreement with the City of Austin for Drainage Improvements to Boggy Creek

| | |
|---------------------------|---|
| Strategic Plan Relevance: | Regional Mobility |
| Department: | Engineering |
| Contact: | Mike Sexton, P.E., Acting Director of Engineering |
| Associated Costs: | \$600,000.00 |
| Funding Source: | 183 South Project funds |
| Action Requested: | Consider and act on draft resolution |

Project Description/Background - The Central Texas Regional Mobility Authority (the Authority) constructed new bridges at Boggy Creek as part of the 183 South Project. The bridge columns require erosion protection in Boggy Creek. The Authority included scope in the 183 South design-build contract for this erosion protection.

The City of Austin was separately proposing erosion control improvements in the Boggy Creek area to protect their infrastructure (shared use path, etc.). In partnership with the City of Austin, the Authority desires to shift the design and construction of a larger scale project (that will include both entities' separate projects) to inhibit erosion in the reach of Boggy Creek to the City of Austin. This larger scale project will protect both the City of Austin's shared use path and the 183S bridges at Boggy Creek.

The City has completed the design of this project at Boggy Creek and subsequently the City will be responsible for both the construction and ongoing maintenance of those designed stabilization improvements. The Authority will inspect the project for final acceptance.

The City of Austin and the Authority have negotiated an ILA that covers the City of Austin's design and construction of these drainage improvements and the Authority's payment to the City of Austin.

The Authority's financial contribution to this project will be \$600,000, which is the value of the bridge erosion protection for the 183 South bridges that was included in the design-build contract. This is the total, capped amount the Authority will provide to the City for our share of the larger scale project.

Financing -This cost was already budgeted in the 183 South project. The payment is due to the City of Austin within 45 days of completion of the stabilization project. Funding will come from the 183 South project funds.

Action requested/Staff Recommendation - Staff recommends that the Board authorize the Interim Executive Director, or his/her designee, to execute an interlocal agreement with the City of Austin for the design and construction of the Boggy Creek drainage improvements. CTRMA will compensate the City of Austin \$600,000, the value of the bridge erosion protection for the 183 South bridges.

Backup Provided: Draft Resolution
 Interlocal Agreement for the Channel Stabilization Project

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

RESOLUTION NO. 21-0XX

**APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF AUSTIN FOR
DRAINAGE IMPROVEMENTS TO BOGGY CREEK**

WHEREAS, the Central Texas Regional Mobility Authority (“Mobility Authority”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et. seq.* (the “RMA Rules”); and

WHEREAS, both the Mobility Authority and City of Austin are authorized to design and construct roads needed to relieve existing and future traffic congestion and to improve the transportation network that serves City of Austin residents and the traveling public; and

WHEREAS, under the Interlocal Cooperation Act, Chapter 791, Government Code, and Chapters 222 and 370, Transportation Code, the Mobility Authority and the City of Austin may enter into one or more agreements to cooperate in funding, designing, building, and maintaining improvements to the roadway system that serves the residents, landowners, businesses, and the traveling public in the City of Austin; and

WHEREAS, as part of the Bergstrom Expressway (183 South) Project the Mobility Authority constructed new bridges at Boggy Creek that require erosion protection for the bridge columns in Boggy Creek as outlined in the scope of the 183 South design-build contract; and

WHEREAS, the City of Austin was separately designing drainage improvements in the Boggy Creek area to protect City of Austin shared use path infrastructure, including erosion protection for the bridge columns constructed by the Mobility Authority as part of the 183 South Project; and

WHEREAS, the Mobility Authority desires the City of Austin to construct the erosion protection for the bridge columns in Boggy Creek to the City of Austin as part of its drainage improvements in the Boggy Creek area; and

WHEREAS, the Interim Executive Director and the City of Austin have negotiated an Interlocal Agreement for the City of Austin to provide design and construction of bridge erosion protection for the constructed bridges at Boggy Creek in an amount not to exceed \$600,000.00 in which the City of Austin is responsible for both construction and maintenance and the Mobility Authority will be responsible for inspection upon final acceptance; and

WHEREAS, the Interim Executive Director recommends that the Board of Directors approve the interlocal agreement with the City of Austin for the design, construction, and maintenance of the

erosion protection for the bridge columns at Boggy Creek in an amount not exceed \$600,000.00 in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Interim Executive Director to execute an interlocal agreement with the City of Austin for the design, construction, and maintenance of the erosion protection for the bridge columns at Boggy Creek in an amount not exceed \$600,000.00 in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of April 2021.

Submitted and reviewed by:

Approved:

C. Brian Cassidy, Counsel for the
Central Texas Regional Mobility Authority

Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

**INTERLOCAL AGREEMENT FOR
THE CHANNEL STABILIZATION PROJECT**

THIS INTERLOCAL AGREEMENT is made by and between the Central Texas Regional Mobility Authority (the "Mobility Authority"), a political subdivision of the State of Texas, and the City of Austin, Texas, a Texas home rule municipal corporation (the "City"), hereinafter referred to as the "Parties," and each as a "Party."

WITNESSETH

WHEREAS, the Mobility Authority is a regional mobility authority created pursuant to the request of Travis and Williamson Counties and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the "RMA Rules"); and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, pursuant to a design/build agreement, the Mobility Authority, through its contractor (the "D/B Contractor") is currently developing the Bergstrom Expressway Project ("183 South Project"); and

WHEREAS, the 183 South Project includes construction of a structure in the channel of Boggy Creek that will protect the 183 South Project from erosion damage (the "Grade Control Structure"); and

WHEREAS, the City intends to construct structures in roughly the same location as the Grade Control Structure that will protect the City's infrastructure from further erosion damage (the "Streambank Stabilization Structures"); and

WHEREAS, professional engineering consultants for the Mobility Authority and the City have determined that combining the Grade Control Structure and the Streambank Stabilization Structures in a single channel stabilization project (the "Channel Stabilization Project") will reduce the total construction cost for the Parties; and

WHEREAS, the City has agreed to oversee and execute the design, procurement, and construction of the Channel Stabilization Project; and

WHEREAS, the Mobility Authority has agreed to fund a not-to-exceed portion of the costs of the Channel Stabilization Project.

NOW THEREFORE, in consideration of the premises and of the mutual covenants

and agreements of the Parties hereto, to be by them kept and performed as hereafter set forth, the Mobility Authority and the City do agree as follows:

AGREEMENT

1. Time Period Covered

This Agreement becomes effective on the last date of execution the Agreement by the City and the Mobility Authority (“Effective Date”). This Agreement shall be in full force and effect until the Parties have completely performed their obligations as stated herein, unless earlier terminated, as provided in section 5, below.

2. Procurement

The Mobility Authority and the City agree to apply the law applicable to the City in procuring the contractor(s) to prosecute the Channel Stabilization Project, including but not limited to, Chapter 252, Texas Local Government Code.

3. Funding and Work Responsibilities

A. Mobility Authority Contribution

- i. The Mobility Authority shall provide funding for the Channel Stabilization Project in the total amount not-to-exceed \$600,000.00 (the “Mobility Authority Contribution”). The Mobility Authority Contribution shall be paid to the City no later than forty five (45) days after the City issues final acceptance of the Channel Stabilization Project. Notwithstanding the foregoing, the Mobility Authority shall not be obligated to pay the Mobility Authority Contribution until it has been provided the opportunity to participate in the inspection for final acceptance, to identify any patent defects that must be addressed by the City’s contractor to bring all work to be in accordance with the Final Plans and the City’s contract for construction of the Channel Stabilization Project to the satisfaction of the Mobility Authority prior to issuance of final acceptance, and to concur with the issuance of final acceptance. The City shall not issue final acceptance of the Channel Stabilization Project without the written concurrence of final acceptance by the Mobility Authority.

B. Performance of Work

- i. The Mobility Authority agrees that, subject to the terms of this Agreement, the City, through its contractor and subcontractors, shall design and construct the Channel Stabilization Project.
- ii. The City shall not issue any change order that would change the structure or

function of the Channel Stabilization Project, or is in excess of \$100,000, without the written concurrence of the change order by the Mobility Authority.

C. Preparation of Plans

- i. The City has prepared or has caused to be prepared the 100% design plans, specifications, and cost estimates necessary to build the Channel Stabilization Project (the "Final Plans"), a copy of which is attached hereto as Exhibit "A." The Mobility Authority has reviewed and approved of the Final Plans.

D. Design and Construction Standards

- i. The City shall require the design and construction of the Channel Stabilization Project to comply with and conform to the following:
 - a. all applicable local and State laws, regulations, decrees, ordinances and policies;
 - b. all Federal laws, regulations, decrees, ordinances and policies applicable to projects receiving Federal funding, financing and/or credit assistance, including without limitation 23 CFR 645 Subparts A and B; and the Buy America provisions of 23 U.S.C § 313 and 23 CFR 635.410;
 - c. the terms of all governmental permits or other approvals, as well as any private approvals of third parties necessary for such work;
 - d. the standard specifications, standards of practice, and construction methods (collectively, "standards") which the City customarily applies to streambank stabilization facilities which include but are not limited to: (i) the Utility Criteria Manual, (ii) the Standard Products List, and (iii) Technical Criteria Manuals; and
 - e. the Final Plans.
- ii. Before beginning any work on the Channel Stabilization Project, the City shall require its contractor to carry insurance of the types and in amounts no less than those specified in the attached Exhibit "B" and shall ensure that the Mobility Authority and Texas Department of Transportation ("TxDOT") are named as an additional insured on such policies.

E. Mobility Authority's Roles and Responsibilities

In addition to the Mobility Authority Contribution described above, the Mobility

Authority shall:

- i. Provide written concurrence of inspections of the work by the City.
- ii. Review and provide written comments and approvals of any change orders subject to section 3.B.ii above.
- iii. Perform an inspection of the Channel Stabilization Project for final acceptance and concurrence with any summary of deficiencies required to achieve final acceptance subject to section 3.A.i above.

F. City Provided Services

- i. In addition to services provided by the City as specified elsewhere in this Agreement, the City shall provide the following services:
 - a. Provide for inspections of the work by the City's contractor;
 - b. Permit the Mobility Authority's inspectors and other authorized representatives to inspect the Channel Stabilization Project at all times, including to issue final acceptance;
 - c. Project management during the Channel Stabilization Project, including making progress payments to the City's contractor for work performed in accordance with the City's contract for construction of the Channel Stabilization Project;
 - d. Documentation of any field modifications occurring in the Channel Stabilization Project;
 - e. Maintain As-built plans of the Channel Stabilization Project for the Mobility Authority and the City;
 - f. Maintain a job file;
 - g. Ongoing maintenance of the Channel Stabilization Project following completion of construction;
 - h. Secure any necessary local or municipal permits not otherwise provided for under the 183 South Project, as may be required for the Channel Stabilization Project;
 - i. Secure any required waterway construction permit(s) from the US Army Corps of Engineers; and
 - j. The City's contractor shall not begin work on any portion of

Channel Stabilization Project until the Mobility Authority notifies the City in writing that it has determined that the work will not be interfered or disrupted by construction of the 183 South Project.

5. Termination

- A.** This Agreement may be terminated in the following manner:
- i. By mutual written agreement and consent of the Parties;
 - ii. By either party upon the failure of the other party to cure an Event of Default as provided below;
 - iii. By the City in the event the Mobility Authority fails to pay the Mobility Authority Contribution; or
 - iv. By the Mobility Authority in the event the City fails to issue final acceptance for the Channel Stabilization Project by December 31, 2022.
- B.** In the event either party fails to perform its material obligations as set forth in this Agreement (an "Event of Default"), the other party (the "Non-Defaulting Party") shall provide prompt written notice of such failure. The party receiving the notice (the "Defaulting Party") shall then have thirty (30) days in which to cure the Event of Default, or if the failure is such that it cannot be cured in thirty days, to make substantial and continued progress toward curing the Event of Default within a reasonable time. In the event that, after written notice as provided herein, the Defaulting Party fails, within thirty days, to cure the Event of Default, or, if the Event of Default is such that it cannot be cured in thirty days, to make substantial and continued progress toward curing the Event of Default within a reasonable time, then the Non-Defaulting Party, by further written notice to the Defaulting Party, may immediately terminate this Agreement.
- C.** In the event this Agreement is terminated by the Mobility Authority pursuant to section 5.A.ii, or 5.A.iv, the Mobility Authority shall only be responsible for the costs associated with the portion of work completed in accordance with the Final Plans prior to the date of termination that, in the Mobility Authority's sole determination, can be used by the Mobility Authority to complete construction of the Grade Control Structure.

6. Right of Access

If the Mobility Authority is the owner of any part of the Channel Stabilization Project site, the Mobility Authority shall permit the City, its contractor, or their authorized representatives to have access to the site to perform any activities required to execute the Channel Stabilization Project. The Mobility Authority will use all reasonable efforts to assist the City in acquiring access to any part of the Channel Stabilization Project site owned by TxDOT.

7. Responsibilities of the Parties Regarding Liability

THE PARTIES ACKNOWLEDGE THAT THE CITY IS NOT AN AGENT, SERVANT, OR EMPLOYEE OF THE MOBILITY AUTHORITY OR ITS D/B CONTRACTOR, NOR IS IT ENGAGED IN A JOINT ENTERPRISE WITH EITHER OF THEM. THE CITY IS RESPONSIBLE FOR ITS OWN ACTS AND DEEDS AND FOR THOSE OF ITS AGENTS OR EMPLOYEES DURING THE PERFORMANCE OF THE CHANNEL STABILIZATION PROJECT. TO THE EXTENT PERMITTED BY TEXAS LAW, THE PARTIES AGREE THAT EACH PARTY IS RESPONSIBLE, TO THE EXCLUSION OF ANY SUCH RESPONSIBILITY OF THE OTHER PARTY, OR THE OTHER PARTY'S AGENTS AND EMPLOYEES, FOR ITS OWN PROPORTIONATE SHARE OF LIABILITY, SUITS, ACTIONS, AND CLAIMS FOR ANY AND ALL INJURIES OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY TO THE EXTENT THAT THEY ARE CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS AND/OR THE NEGLIGENT ACTS OR OMISSIONS OF ITS EMPLOYEES, PROFESSIONAL CONSULTANTS, CONTRACTORS, AND AGENTS, DURING THEIR PERFORMANCE OF WORK FOR THE CHANNEL STABILIZATION PROJECT OR ARISING OUT OF OR CONNECTED TO THIS AGREEMENT, AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, PROVIDED THAT THE EXECUTION OF THIS AGREEMENT WILL NOT BE DEEMED A NEGLIGENT ACT. EACH PARTY IS NOT RESPONSIBLE FOR ANY LIABILITY, SUITS, ACTIONS, AND/OR CLAIMS FOR ANY AND ALL INJURIES OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY CAUSED BY ANY OTHER ENTITY, INCLUDING THE OTHER PARTY, ITS EMPLOYEES, PROFESSIONAL CONSULTANTS, CONTRACTORS, AND/OR AGENTS. SUCH RESPONSIBILITY INCLUDES BUT IS NOT LIMITED TO ANY CLAIMS OR AMOUNTS ARISING OR RECOVERED UNDER THE "WORKERS COMPENSATION LAW," THE TEXAS TORT CLAIMS ACT, CHAPTER 101, TEXAS CIVIL PRACTICE AND REMEDIES CODE; OR ANY OTHER APPLICABLE LAWS OR REGULATIONS, ALL AS TIME TO TIME MAY BE AMENDED.

8. Governmental Immunity

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

9. Payments Made Out of Current Revenues

It is the intent and understanding of the Parties that the obligations of each Party under this Agreement shall remain effective only so long as and provided that each Party has fully appropriated funds for performing such obligations for the Party's current fiscal year. Failure to completely obligate funds will not relieve either party of responsibility for payment of costs incurred under this Agreement.

10. Entire Agreement

This Agreement embodies the entire agreement between the Parties, supersede all prior agreements, understandings, statements, representations and negotiations between the Parties with respect to its subject matter, and there are no oral or written agreements between the Parties or any representations made which are not expressly set forth herein.

11. Successors and Assigns

The Mobility Authority and the City each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

12. Venue

The Parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Travis County, Texas.

13. Amendments

This Agreement may not be amended or modified except in writing and executed by the Parties to this Agreement and authorized by their respective governing bodies.

14. Notices

All notices to either party by the other required under this Agreement shall be delivered by receipted overnight delivery service, addressed to such party at the following addresses:

CITY: Jorge Morales, Director
City of Austin Watershed Protection Department
505 Barton Springs Road, 12th Floor
Austin, Texas 78704

WITH COPY TO: Veronica Ocanas
Assistant City Attorney
City of Austin Law Department
301 W. 2nd Street
Austin, Texas 78701

MOBILITY AUTHORITY:

William Chapman
Interim Executive Director
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, Texas 78705

WITH A COPY TO:

Geoff Petrov
General Counsel
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, Texas, 78705

All notices shall be deemed given on the date so delivered, unless otherwise provided in this Agreement. Either party may change the above address by sending written notice of the change to the other party.

14. Approvals

Any acceptance, approval, or any other like action (collectively "Approval") required or permitted to be given by either the City or the Mobility Authority pursuant to this Agreement:

- A. Must be in writing to be effective (except if deemed granted pursuant hereto); and
- B. Shall not be unreasonably withheld or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reason for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval.

15. Authority

Each party certifies that this Agreement has been authorized by its governing body in accordance with Chapter 791 of the Texas Government Code.

16. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

[Remainder of Page Left Blank]

THIS AGREEMENT IS EXECUTED by the Mobility Authority and the City in duplicate.

For the City of Austin, Texas:

By: _____ _____
Rey Arellano, Assistant City Manager Date

Approved as to Legal Form:

By: _____ _____
Veronica Ocanas, Assistant City Attorney Date

For the Mobility Authority:

By: _____ _____
William Chapman, Interim Executive Director Date



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #15

Habitual Violator and JP Court
Selection Process

Strategic Plan Relevance: Deliver on Commitments to Our Customers and Our Investors

Department: Operations

Contact: Tracie Brow, Director of Operations

Associated Costs: Not Applicable

Funding Source: Operating

Action Requested: Not Applicable

Description/Background: This item is to provide an update on the Authority's Habitual Violator and Justice Court enforcement programs. The presentation will focus on the selection criteria for each program and important timelines.

Backup provided: Presentation



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #16

Innovation and Technology
update

| | |
|---------------------------|---|
| Strategic Plan Relevance: | Deliver Multi-Faceted Mobility Solutions; Employ a Collaborative Approach to Implementing Mobility Solutions; Invest in Efforts that Extend Beyond Roadways; Explore and Invest in Transformative Technology and Adopt Industry Best Practices; Deliver on Commitments to Our Customers and Our Investors |
| Department: | Administration |
| Contact: | Jeff Dailey, Deputy Executive Director Mia Zmud, Mobility Innovation Manager |
| Associated Costs: | N/A |
| Funding Source: | N/A |
| Action Requested: | Update and Board Discussion |

Project Description/Background: The purpose of this briefing is to update the Board on the work of the Mobility Authority related to innovation, technology, and mobility solutions. Rapid advancements in technology are creating unprecedented opportunities to reimagine Mobility, creating revolutionary opportunities to make travel safer, faster, more reliable, and sustainable.

Previous Actions & Brief History of the Program/Project: The Mobility Authority launched in late 2018 an Innovation Program to incubate new ideas, study and test emerging technology, identify best practices, promote regional collaboration, and deploy transformative solutions through public and private sector partnerships.

The Innovation Program's goals directly align with the Mobility Authority's mission: to enhance quality of life and promote economic opportunity. All the initiatives undertaken as part of the Innovation Program are aimed at meeting one or more of the following goals: 1. Exceed Customer Expectations, 2. Maximize Regional Mobility, and 3. Turbocharge Agency Performance.

The 2021-22 Innovation Program intends to focus on the following target areas:

1. Connected Vehicle Communication Systems
2. Advanced Traffic Information and Management
3. Data and Analytics
4. Toll System Modernization
5. Customer Satisfaction and Behavioral Analysis

Listed below are some of the initiatives that are currently being implemented

1. Connected Vehicle Communication Systems
 - Deploy, test and evaluate connected vehicle communication systems to send real-time travel information (e.g., traffic information, alerts, and toll rates) directly to vehicles
2. Advanced Traffic Information and Management
 - Continue to deploy Lonestar Regional Traffic Management System with added functionality including integration of devices and connected vehicle data
 - Continue to deploy, test and evaluate video-based automated incident detection systems
 - Deploy, test and evaluate aggregation of connected vehicle data and use of artificial intelligence for crash prediction, detection, and customer notification (WayCare)
 - Deploy, test and evaluate wrong-way vehicle detection and notification technology
 - Deploy, test and evaluate smart work zones
3. Data and Analytics
 - Develop and deploy a cloud-based data platform that consolidates toll and traffic information
4. Toll System Modernization
 - Transition to an enhanced toll collection system
 - Pursue advanced payment systems and national interoperability of payment product(s)
 - Expand the use of habitual violator automatic license plate reader technology
 - Test and evaluate next generation in-vehicle toll systems
5. Customer Satisfaction and Behavioral Analysis Studies
 - Expand customer participation in and use of the CTX Navigators panel
 - Continue to measure and track customer satisfaction and agency

performance metrics through randomized customer experience surveys

- Monitor roadway usage trends and user demographics and travel behaviors via origin and destination and other studies.

Staff will present information on the state of emerging technologies and the work planned for 2021-2022.

Financing: N/A

Action requested/Staff Recommendation: Board Discussion

Backup Provided: Presentation



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #17

Executive Director Board Report

Strategic Plan Relevance: Regional Mobility
Department: Executive
Contact: Bill Chapman, Interim Executive Director & Chief Financial Officer
Associated Costs: N/A
Funding Source: N/A
Action Requested: Briefing and Board Discussion Only

Project Description/Background:

- A. Draft FY 2022 Operating Budget
- B. Potential Policy Code Changes – Executive Director Authority regarding procurements and Work Authorizations, Conflict of Interest Determinations, and Permitted uses for Mobility Authority facilities.

Backup provided: None



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #18

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

April 28, 2021
AGENDA ITEM #19

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

April 28, 2021
AGENDA ITEM #20

Executive Session

Executive Session:

Discuss personnel matters as authorized by §551.074 (Personnel Matters).



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #21

Adjourn Meeting

Adjourn Board Meeting.