



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 28, 2024
AGENDA ITEM #15

Discuss and consider approving an interlocal agreement with Travis County to assist with design and construction of the 2023 Travis County Proposition A Road Project

Strategic Plan Relevance:	Collaboration
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	Not to exceed budgets approved by Travis County
Funding Source:	Travis County
Action Requested:	Consider and act on draft resolution

Project Description/Background: Travis County has approached Mobility Authority staff regarding the development of six 2023 County Bond projects:

- Blake Manor Road from Taylor Lane to Burleson Manor Road – Widen from a 2-lane roadway to a 4-lane divided roadway with shoulders
- Rowe Lane from State Highway 130 to Hodde Lane - Improve from a 2-lane undivided roadway with no shoulders to a SAFE2 cross section that includes a 2-lane divided roadway with two-way left turn lane, shoulders and a shared use path on one side
- Cameron Road east of SH 130 from Pecan Street to Fuchs Grove Road - Widen from a 2-lane roadway without shoulders to a 4-lane divided roadway with a shared use path
- Arterial A- Finish outdated 95% design, ROW and Construction for a new 4-lane divided roadway with bike lanes and sidewalks
- Bee Creek Road from Lakehurst Road to Highland Boulevard -Improve from a 2-lane undivided roadway with no shoulders to a SAFE2 cross section that includes a 2-lane divided roadway with two-way left turn lane, shoulders and a shared use path
- Howard Lane Shared Use Path - Install at Shared Use Path on the south side of

Howard Lane from McNeil Road to McNeil-Merriltown Road

Previous Actions & Brief History of the Program/Project: At its March 28, 2018 meeting, the Board Authorized staff to enter into an interlocal agreement with Travis County for the development and delivery of the Elroy Road and Ross Road projects on behalf of Travis County as a part of their bond program aimed at providing enhanced mobility in the region.

During the development of these two projects, County staff approached Mobility Authority staff and requested additional assistance in delivery of six additional bond program projects. At its September 11, 2019 meeting, the Board Authorized staff to enter into an interlocal agreement with Travis County for the development and delivery of the Old San Antonio Road, Old Lockhart Road, County Line Road, Thaxton Road, Pearce Lane, and South Pleasant Valley projects.

Financing: Travis County

Action requested/Staff Recommendation: Staff is requesting approval of the draft resolution that will allow the Executive Director, or his designee, to execute the interlocal agreement and negotiate and execute contracts, work authorizations and task orders to complete the work contemplated through the interlocal agreement.

Backup provided: Draft resolution
Draft interlocal agreement with Travis County for
project development
Project map

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

RESOLUTION NO. 24-0XX

**APPROVE AN INTERLOCAL AGREEMENT WITH TRAVIS COUNTY FOR THE
DEVELOPMENT OF CERTAIN COUNTY TRANSPORTATION PROJECTS**

WHEREAS, both the Central Texas Regional Mobility Authority (“Mobility Authority”) and Travis County are authorized to design and construct roads needed to relieve existing and future traffic congestion and to improve the transportation network that serves Travis County 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 Travis County 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 southeast Travis County; and

WHEREAS, Travis County has approached the Mobility Authority about the possibility of entering into an interlocal agreement to develop and deliver six projects identified in Travis County’s 2023 Bond Program as shown on Exhibit A; and

WHEREAS, the Executive Director and Travis County staff have negotiated an interlocal agreement for the Mobility Authority to develop and deliver the Travis County bond projects which is attached hereto as Exhibit B; and

WHEREAS, the Travis County Commissioners Court will approve the proposed interlocal agreement at a future county commissioners court meeting; and

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement and authorize him to take all such actions as are necessary to complete the work contemplated in the interlocal agreement including negotiating and executing contracts, work authorizations and task orders for the identified projects.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the proposed interlocal agreement with Travis County and

BE IT FURTHER RESOLVED, that contingent upon corresponding approval of the interlocal agreement by the Travis County Commissioners Court, the Board hereby authorizes the Executive Director to finalize and execute the interlocal agreement on behalf of the Mobility Authority in the form or substantially same form attached hereto as Exhibit B; and

BE IT FURTHER RESOLVED, that the Executive Director or his designee is authorized to take all such actions necessary to complete the work contemplated in the interlocal agreement including negotiating and executing contracts, work authorizations and task orders.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of August 2024.

Submitted and reviewed by:

Approved:

James Bass
Executive Director

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

Exhibit A

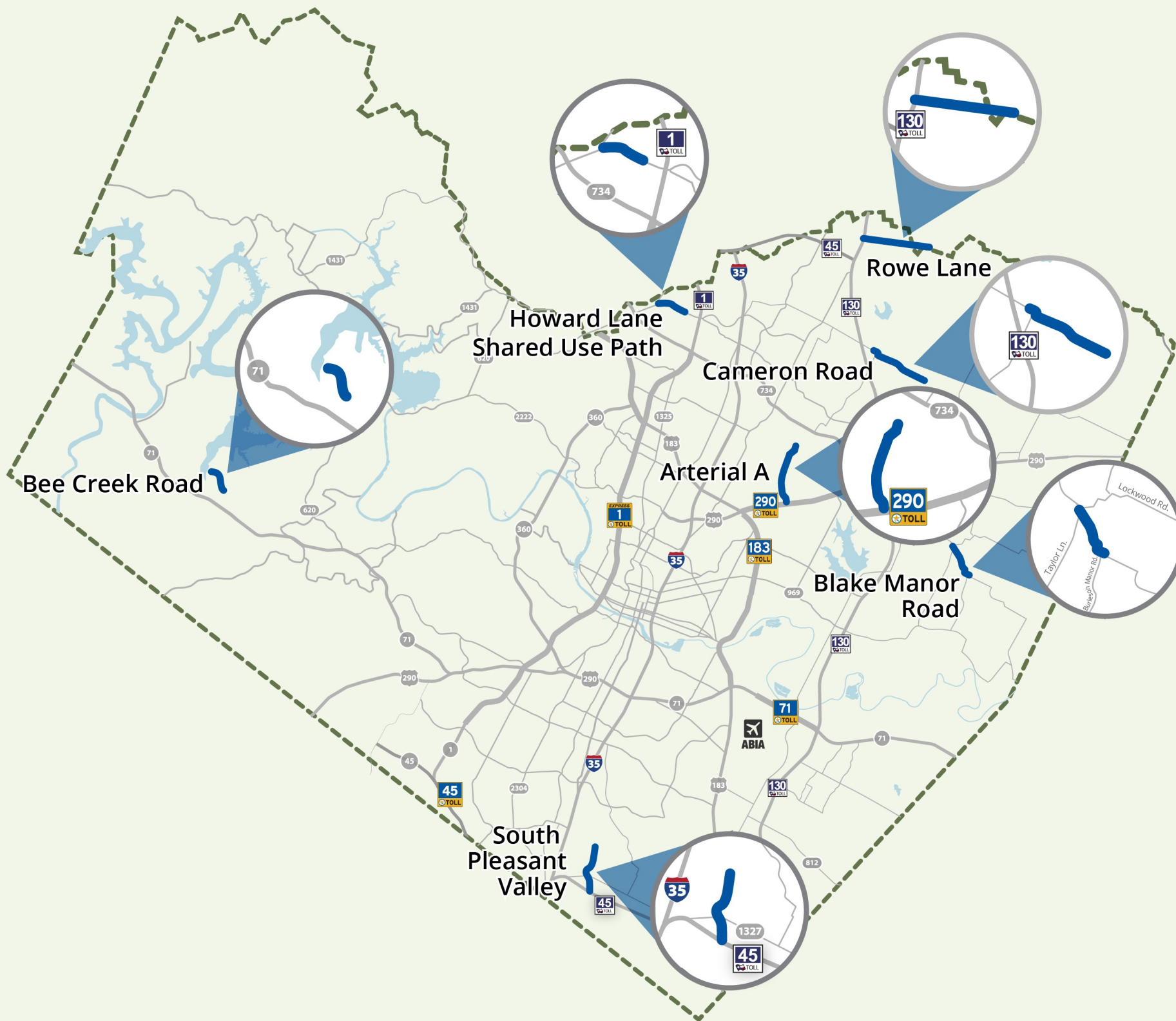


Exhibit B

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“Agreement”) is between Travis County, Texas, a political subdivision of the State of Texas (the “County”), and the Central Texas Regional Mobility Authority, a political subdivision of the State of Texas (the “Authority”). County and Authority may be referred to collectively in this Agreement as the “Parties,” and individually as a “Party.”

Recitals

A. The following projects (individually referred to herein as a “Project” and collectively as the “Projects”) were approved by Travis County voters in the County’s 2023 bond referendum:

1. Blake Manor Road – construction of a new 4-lane divided roadway from Taylor Lane to Burlison Manor Road;
2. Rowe Lane – construction of and improvements to existing roadway and the addition of a shared use path from State Highway 130 to Hodde Lane; and
3. Cameron Road – construction of a new 4-lane divided roadway and addition of a shared use path east of SH 130 from Pecan Street to Fuchs Grove Road; and
4. Arterial A – construction of a new 4-lane divided roadway with sidewalks and bike lanes; and
5. Bee Creek Road – construction of and improvements to existing roadway and the addition of a shared use path from Lakehurst Road to Highland Boulevard; and
6. Howard Lane/McNeil Road – add a shared use path from McNeil Drive to McNeil-Merriltown Road; and
7. South Pleasant Valley - widen the existing-2 lane undivided roadway (Bradshaw and Turnersville Rd) to 4-lane divided roadway with a median, bike lanes and sidewalks from City of Austin to SH45.

B. The Projects are generally described and depicted in the attached Exhibit 1.

C. The County has been tasked with timely completion of the Projects and contracting with the Authority to manage the design and construction of the Projects would help the County to expedite the completion of these Projects.

D. The County has agreed to fund the direct and indirect costs of the Projects as well as oversee the Projects, and the Authority has agreed to manage the design, procurement, and/or construction of the Projects, all in accordance with the terms and conditions set forth in this Agreement.

E. The County Executive of the County’s Transportation and Natural Resources Department (“TNR”) will assign a single project manager (“County Project Manager”) from

TNR to oversee delivery of the Projects and act as the County's representative. The County Project Manager will direct and oversee the fulfillment of the County's obligations outlined in this Agreement.

F. The Authority will assign a single program manager ("Authority Program Manager") from the Authority's Engineering Department to act as the Authority's representative. The Authority Program Manager will direct and oversee the fulfillment of the Authority's obligations outlined in this Agreement.

G. The Parties, as political subdivisions of the State of Texas, intend for this Agreement to conform in all respects with the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.;

NOW, THEREFORE, the Parties agree that the recitals set forth above are fully incorporated into the terms of this Agreement and further agree as follows:

1. Financial Obligations.

(A) The County shall be solely responsible for paying all costs of the Projects, including paying all documented costs incurred by the Authority related to the Projects. Other than in-kind services as specified herein, the Authority is not contributing any funding for the Projects.

(B) The Authority and County will jointly develop a detailed budget for each Project, including a cash flow projection and the County's projected funding sources ("Budget"). Each Budget will include the following costs ("Project Expenses") to be paid by the Authority (from the appropriate Trust Account funded by the County) to itself and to its outside consultants, vendors, and the construction contractor for each of the Projects for expenses incurred by the Authority and its outside consultants, vendors, and the construction contractor after the effective date of this Agreement:

- (1) preliminary engineering;
- (2) capital costs (design and construction);
- (3) engineering oversight (including design reviews, construction management, materials testing, inspection);
- (4) the Authority's legal, administrative, and other fees and expenses related to this Agreement, procurement, and Project development and oversight, including defending any contractor or third-party claims and/or lawsuits;
- (5) environmental permits and approvals, if required;
- (6) utility coordination services;
- (7) utility relocation costs (when the relocation costs are not the responsibility of the utility owner);
- (8) right-of-way coordination, appraisal, and acquisition services;
- (9) right-of-way land purchase costs;
- (10) contingencies, including costs of any judgment, settlement or other award resulting from a contractor or third-party claim and/or lawsuits; and

- (11) all other costs reasonably projected as necessary to complete a Project, close out a Project that is canceled or reimburse the Authority for its expenses in the event this Agreement is terminated, excluding any additional cost for a Party's in-kind services provided through a Party's employee; and
- (12) an administrative expense fee for the Authority's staff to implement, administer, and manage the activities described in Paragraphs (1) through (11) above, and equal to 4.65% of the actual costs incurred by the Authority for the activities described in (1) through (11) above, but excluding
 - (a) costs for any permits obtained by the County,
 - (b) costs for services performed by County staff or any County contractor that is not the Authority;
 - (c) the costs described in Paragraphs 7 (utility relocation costs), (9) (right-of way land purchase costs);
 - (d) the costs of defending any contractor or third-party claims and/or lawsuits if those costs are incurred by legal counsel or consultants not employed by the Authority; and
 - (e) the costs of any judgement, settlement, or other award resulting from a contractor or third-party claim or lawsuit.

(C) A Budget will be agreed to for the Projects establishing funding by Project phase: pre-construction and construction. Deposits will be made by phase (pre-construction funding and construction funding).

(D) The County will provide funding for each Project as outlined in the approved Budget for each Project. The Authority will deposit all Project funds provided by the County into separate Trust Accounts for each Project as directed by the County Project Manager so as not to commingle the funds with other Authority projects. Notwithstanding the amounts projected in the Budgets or available in the Trust Accounts, the County shall be solely responsible for paying all Project Expenses.

(E) Administrative Expense. The 4.65% administration expense described in Section 1(B)(12) shall be included in the detailed Budget for each Project and shall be disbursed to the Authority on a pro-rata basis as funds are drawn down from the respective Trust Accounts to pay Project costs.

(F) No later than 10 days after the County has approved each Budget, as evidenced by a written notice of Budget approval signed by the County Project Manager and delivered to the Authority, the County shall make an initial deposit to the Authority, which is identified in the Budget as the pre-construction funding for use by the Authority to pay Project costs incurred after the date of Budget approval. Upon receipt of pre-construction funding, the Authority will proceed with completion of the pre-construction funding phase, the Authority will provide notification to the County of a proposed advertisement to bid for a construction contract ("Construction Contract"), and if the County approves the proposed solicitation, the County will have 30 days to deposit the construction funding into the Project Trust Account. If the Parties have not agreed on each Budget by December 31, 2024, or if the

County fails to make any deposit to the Authority required by this Agreement, the Authority may cancel the Project and the County shall be responsible for any demobilization and other costs associated with the cancelation.

(G) After a Budget is approved, it may be revised by written agreement of the County Project Manager and the Authority Program Manager. If the total cost of any one Project is projected to exceed the estimate set forth in the Budget for that Project, the Parties may engage in value engineering or other cost cutting measures in an attempt to control costs on any Project or may identify contingency funds available from another of the Projects that can be transferred to the Project with the shortfall. If the projected combined costs of the Projects exceed funding available from the combined Project Budgets, the County may elect to provide the funds required to pay the additional Project costs using funds available from other sources, including funds provided to the County by third parties other than the Authority. If the County fails to provide sufficient funds required to pay excess Project costs, the Authority may cancel the Project and, the County shall be responsible for any demobilization and other costs associated with the cancelation.

(H) The Authority shall have no obligation to execute a Construction Contract for any Project, or to issue a notice to proceed under a Construction Contract until the County has paid all funds required by a Budget to fully fund the Construction Contract, related oversight and inspection costs, and the contingency fund established in the Budget for that Project.

(I) The Authority may disburse funds from each Trust Account to pay Project Expenses. Except for a disbursement made to cover the Authority's costs related to a claim and/or lawsuit, a disbursement of funds must first be approved by the County Project Manager before the funds can be disbursed. The Authority will provide a summary of the proposed disbursement with appropriate back-up. The County Project Manager will review each proposed disbursement within ten (10) days of receipt and either approve the disbursement or provide comment otherwise. If the County Project Manager does not provide approval or comments by the deadline, the County is deemed to have approved the disbursement.

(J) The Authority may disburse funds from each Trust Account to pay the Authority's costs related to claims and/or lawsuits without obtaining approval from the County Project Manager. If there are insufficient funds in the Trust Accounts to cover the Authority's costs, the Authority will submit an invoice to the County detailing the outstanding expenses and the County will make deposit to the Authority within forty-five (45) days of receipt of the invoice.

(K) Any interest earned on the funds in a Trust Account that is not used for Project expenditures shall be reported to the County and remitted back to the County following final Project closeout.

(L) Any funds remaining in a Trust Account shall be disbursed to the County after the corresponding Project is accepted by the County as evidenced by a certificate of

acceptance provided to the Authority, and after the Authority has disbursed and paid all Project Expenses that were accrued and payable on the date of the County's acceptance.

(M) The Authority shall keep and maintain records to document and support that each disbursement made by the Authority is for an authorized purpose under this Agreement, and the Authority shall make these records available for inspection and copying when requested by the County Project Manager or other County representative. All of the Authority's disbursements paid from a Trust Account shall be subject to audit by the County at the County's request and sole expense. The Authority shall transfer all disbursement records related to a specific project to the County upon final acceptance of the subject project. The Authority shall keep and maintain any remaining Project records in accordance with State requirements and Authority document retention policies subsequent to Project completion or termination of this Agreement.

(N) The Authority shall request written approval from the County Project Manager for any proposed change order it recommends for the Construction Contract for the Project. The County Project Manager will promptly review each proposed change order and either approve or deny the request within ten (10) days after the County Project Manager's receipt of the request. If the County Program Manager, in consultation with the Mobility Authority, determines that a proposed change order is of a significant nature or amount that requires submission to the Commissioners Court for consideration, the County Project Manager will give notify the Authority no later than ten (10) days after the Commissioners Court's decision. If the County Project Manager does not provide a written response by the tenth (10) day after the County Project Manager's receipt of the request, or receipt of Commissioners Court approval, the County is deemed to have approved the change order. If the County Project Manager denies the request for a change order and it results in a claim and/or lawsuit by the contractor, the County shall be solely responsible for paying (1) all of the Authority's reasonable costs associated with defending the claim, including staff time, attorney fees, consultant fees, and all costs to prepare for dispute resolution and/or trial and (2) any settlement, judgment, award, or other payment due to the contractor as a result of the claim. Notwithstanding any provision to the contrary, in any dispute resolution proceeding or lawsuit by a contractor, the County has the right to review and approve the Authority's selection of outside counsel and outside consultants used to assist in any contractor claims, and such approval by the County shall not be unreasonably withheld. If the County rejects the outside counsel or outside consultants selected by the Authority, the County shall provide mutually agreeable alternatives to assist with the claim(s). If the County does not provide approval or mutually acceptable alternatives no later than 4:00 p.m. Central Time on the next business day after the County's receipt of the Authority's proposed outside counsel and/or consultants, the County is deemed to have approved the Authority's selection. In this Agreement, "receipt" means the date of the email sent by the Authority notifying the County of its selection and "business day" means any weekday that is not a County holiday.

(O) The County has contracted with a third-party program manager who will support the County in tracking and scheduling the Projects. The Authority agrees to coordinate and

cooperate with this third-party program manager by providing requested schedule and spending updates.

2. Project Development.

(A) The County will timely acquire and make available to the Authority all rights-of-way ("ROW"), licenses, easements of any nature and duration, and rights of possession needed to complete each Project. County will obtain any additional rights or rights-of-way needed for design changes or betterments to each Project requested and funded by the County. A portion or all right-of-way acquisition tasks can be delegated to the Authority if both parties agree and the Budget is modified to reflect the new scope.

(B) The Authority shall provide ROW documents to the County upon written concurrence of ROW footprint by the County, and as applicable, the City of Austin, the Texas Department of Transportation ("TxDOT") and any other local entities with jurisdiction for approval authority for the Project. The County shall pay all resulting costs to revise ROW documents as a result of design comments after submittal of ROW documents. The Authority shall prepare right-of-way maps ("strip maps"), property descriptions ("field notes" and "parcel plats"), and other data as needed to describe the right-of-way and access rights necessary for the Projects. The Authority shall perform all real property record and land title research useful or necessary in preliminary and final determination of parcel acquisition needs and preparation of ROW documents. For purposes of this Agreement, ROW documents are further defined as comprehensive legal descriptions for all parcels wherein acquisition of real property interests, whether permanent or temporary, are required for construction of the Projects. Legal descriptions shall be comprised of finalized parcel plats with metes and bounds descriptions, signed and sealed by a Registered Professional Land Surveyor currently licensed by the Texas Board of Professional Engineers and Land Surveyors. All parcel plats and sketches shall depict the land area of the parcel, in addition to all improvements and significant natural vegetation located within or proximate to that land area. Copies of this data shall be delivered to the County for review at least three weeks before beginning the standard process for acquisition of right-of-way for each of the Projects. All surveying for ROW documents shall be tied to the Texas State Plane Coordinate System and must be located relative to all adjoining projects. Following the County's acceptance of ROW documents, the Authority shall provide right-of-way line and on-site parcel staking whenever requested by the County, or its agents and assigns, for use in appraisal, land-planning, and activities associated with property owner negotiations.

(C) Depending on which Party is allocated funds for utility work in the Budget, the Authority and/or the County's design consultant will perform the utility investigations, identify utility conflicts and coordinate relocations or protection in place plans with the utilities. The County will enter into any utility agreements required for the Projects and will be responsible for making payments, if any, as required per the applicable utility agreements. The County shall provide such permits and easements as may be necessary for the Authority to accomplish the relocation of utilities. The County will cooperate with the Authority in securing the performance of all necessary utility

relocations. The County will coordinate with the Authority regarding the placement or relocation of any utility within or on the Projects to minimize and mitigate any disruption to the construction of the Projects.

(D) The design, plans, and specifications for each Project shall comply with applicable local, state, and federal regulations and standards and shall be sealed by a Texas Registered Professional Engineer.

(E) The Authority will manage the design and construction of the Blake Manor Road, Rowe Lane, Cameron Road, Arterial A, Bee Creek Road, Howard Lane Shared Use Path, and South Pleasant Valley Projects pursuant to criteria established by the County prior to Budget approval, including (i) development of the engineering design, plans, and specifications for all roadway improvements; (ii) surveying; (iii) construction; and (iv) inspection and testing.

(F) When design work for each design package is 30% complete, 60% complete, and again when the design work for each design package is 90% complete, Authority shall submit the complete design package to the County Project Manager. County Project Manager will determine the necessary reviewers from the County, conduct reviews, and provide comments on the design package to the Authority. The Parties will participate in joint monthly coordination and review meetings with representatives from all affected County reviewers to avoid or resolve conflicts in review comments. The County shall complete its review and notify the Authority of its approval or disapproval of the design package no later than ten (10) days after receiving the design package. Following the initial ten (10) day county review period, the project schedule shall be extended day-for-day until County approval or disapproval is received. If the County disapproves of the information submitted, the County shall at the same time notify Authority of the reasons for the disapproval and actions necessary for the design package to meet County approval. The Authority will have an opportunity to correct or submit additional information to cure any defects or deviations identified by County. Any defects or deviations will be discussed in an over-the-shoulder review meeting and incorporated into the next submittal.

(G) The County Project Manager will coordinate and secure County permits as necessary with County Development Services and the City of Austin.

(H) When applicable, the Authority in cooperation with the County shall obtain, unless waived, an approved Conditional Letter of Map Revision (CLOMR), and Letter of Map Revision (LOMR), and environmental assessments and clearances associated with each Project.

(I) The Authority will ensure that its design engineer for each of the Projects for which it is managing design provides professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the Authority. The Authority will ensure the Authority and the County are named as additional insureds with respect to such general liability and automobile liability coverage.

(J) The Authority will make a good faith effort to encourage Historically Underutilized Business (HUB) participation at the same level as required for all County projects as described in the County Code Chapter 32, section 32.008 and the County purchasing procedures guide. The Authority or its design engineer will enter payment data into the County's Vendor Tracking System (VTS) identifying HUB percentages utilized for each project.

(K) The Authority will not be required to include Travis County Better Builder certifications as part of its Construction Contract, as the Authority pre-certifies its contractors and will make a good faith effort to enforce OSHA safety standards and encourage living wages to the same level as required by the Travis County Better Builder Program on those Projects identified as potential candidates for the program.

3. Project Bidding & Award of Construction Contract.

The Authority will manage the solicitation of bids for the construction of each Project based on the approved plans and specifications and in accordance with the Authority's bidding policies, laws, practices, and procedures. The Authority shall submit an invitation for bid for the Construction Contract, including all the requirements of Section 3. The Authority shall issue the invitation for bids within thirty (30) days of County's written approval of the Final Plans and Specifications under Section 2 and County's funding of the construction phase unless the County provides written notice that issuance of the invitation for bids should be delayed. The Authority shall provide the County with all responses to the bid solicitation. The Authority will notify the County of the lowest responsible bidder and the amount of the bid for each Project. The County Project Manager will have ten (10) days to review the Authority's recommendation for award. Notwithstanding any provision to the contrary, the Authority must not award a Construction Contract until after the Authority receives written approval to do so from the County Program Manager. The County shall not withhold approval of a bid within budget and evaluated to be responsible by the Authority and the County shall provide written approval within ten (10) days.

(A) The County and Authority will consult on necessary or desirable provisions to be included in any Construction Contract for a Project procured by the Authority. Each Construction Contract executed by the Authority shall include, without limitation: indemnification protection provisions for the Authority and County, a deadline for substantial completion of the Project; and provisions establishing the right of the Authority to assign the Construction Contract to the County together with all contractor's warranties, guarantees, and bonds. Each Construction Contract executed by the Authority may also include incentive/disincentive provisions for meeting an agreed-to schedule, but no disincentives will apply to a delay attributable to the Authority, the County, or a force majeure event.

(B) Upon Final Acceptance under the Construction Contract, the Authority shall assign the Construction Contract to the County and the County shall assume

responsibility for the Project, including all maintenance responsibilities, contractor's warranties, guarantees, and bonds. The Authority shall not be responsible for execution of warranty claims or be held liable in any warranty dispute.

4. Project Management.

(A) The Authority will act on behalf of the County with respect to each Project. The Authority will designate a Program Manager and may designate other representatives to transmit instructions and act on behalf of the Authority with respect to each Project. The Authority will deliver monthly reports to County regarding disbursement summaries, financial, design and construction progress. The Authority, on request, will appear before the Commissioners Court for briefings.

(B) The County Project Manager will act on behalf of the County with respect to each Project, coordinate with the Authority, receive and transmit information and instructions, and will have complete authority to interpret, define, and communicate the County's policies and decisions with respect to each Project. The County Project Manager may specifically designate other representatives to transmit instructions and act on behalf of the County with respect to the Project, and the Authority shall be authorized to rely solely on communications with the County Project Manager and its express designees, and no other County authorities, with regard to the County's oversight of the Project.

(C) The Authority agrees to cooperate with the County Project Manager regarding the County Project Manager's interpretation of the County's policies and decisions with respect to each Project. The County Project Manager will review each issue and provide a response within ten (10) days of being notified by the Authority. If the County Project Manager does not provide a decision or seek clarification from the Authority within 10 days after the County Project Manager receives notification of an issue, the County is deemed to have agreed with the Authority's position on the issue. If a dispute arises within the ten (10)-day window, the County Project Manager's decision will be final, but the County shall be solely responsible for any and all costs associated with a decision mandated by the County. The County shall adjust the appropriate Budget and provide additional funding within thirty (30) days of being notified by the Authority of the additional costs.

(D) For each Project, the Authority agrees to upload the following materials to Procore:

- (1) the Authority's schedule for the advertisement for bids, award of contract, and construction of the Project;
- (2) a copy of all contracts let by the Authority for the Project;
- (3) a monthly itemized statement of all disbursements made and debts incurred during the preceding month relating to the Project, including copies of invoices, statements, vouchers, or any other evidence of payment of debt;
- (4) a written copy of all field changes, supplemental agreements, or revisions to the design plans for the Project;
- (5) a copy of any change order request related to the Project no later than 5 days after the Authority receives the request;

- (6) sufficient notice, documentation, and opportunity for the County to assist in the final review of the construction services performed by the construction contractor with respect to the Project;
- (7) a copy of the record as-built drawings of the Project for the County's records no later than sixty (60) days after satisfactory completion of construction of the Project or the termination of this Agreement, whichever is sooner

5. Default; Termination

(A) Either Party may terminate this Agreement if the other Party defaults in its obligation and, after receiving notice of the default and of the non-defaulting Party's intent to terminate, fails to cure the default no later than ten (10) days after receipt of that notice unless both parties agree to extend the ten (10) day cure period. Otherwise, this Agreement will terminate on the date when all outstanding Projects have achieved Final Acceptance under the Construction Contracts and all Trust Account funds have been disbursed in accordance with the terms of this Agreement.

(B) In the event this Agreement is terminated by either Party due to default of the other Party, the Authority shall prepare and submit an accounting of all Project Expenses received and disbursed and an invoice to the County detailing all outstanding Project Expenses. No later than thirty (30) days following the receipt of the invoice, the County shall reimburse the Authority for all remaining costs it has incurred managing and administering the Projects on behalf of the County. Within thirty (30) days following the reimbursement from the County, the Authority shall return to the County all surplus funds remaining in the Trust Accounts.

(C) The Parties agree that the provisions of Section 1.(D) regarding the County's obligation to pay all Project Expenses, Section 1. (J), CTRMA's obligation to remit interest to County, Section 1. (K), CTRMA's obligation to disburse remaining funds to County after Project acceptance, Section 1.(L), CTRMA's obligation to keep records, Section 1. (M) regarding the County's obligation to pay costs associated with any claims, Section 5. (B) regarding the County's responsibility to reimburse the Authority for Project Expenses, and Section 7. regarding liability, shall survive the termination of this Agreement.

6. Dispute Resolution

(A) If a disagreement between Authority and County arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the Authority's Program Manager and the County Project Manager within five (5) days, it shall be referred as soon as possible to the CTRMA Director of Engineering and TNR County Executive. If still not resolved within five (5) days, it shall be referred to the Authority's Executive Director (or their designee) and the Travis County Judge (or their designee).

(B) When mediation is acceptable to both parties, the parties may use a mutually acceptable mediator, or a mediator appointed by a court of competent jurisdiction.

Mediation is conducted in compliance with Chapter 154 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the mediated resolution, the mediation is not a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential in compliance with section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree in writing to waive confidentiality.

7. Liability.

(A) To the extent allowed by Texas law, the County and Authority agree that each Party is responsible for its own proportionate share of any liability for personal injury or death or property damage arising out of or connected to its negligent acts or omissions in connection with this Agreement as determined by a court of competent jurisdiction. Neither the County nor Authority waives, relinquishes, limits or conditions its governmental immunity or any other right to avoid liability which it otherwise might have to a third party. Nothing in this Agreement shall be construed as creating any liability in favor of any third party or parties against either County or Authority, nor shall it ever be construed as relieving any third party or parties from any liabilities of such third party or parties to County or the Authority. The County shall have liability for claims arising from the delay or non-performance of third-party or municipal utilities to relocate or approve utility work necessary for Project construction.

(B) Claims Notification. If the Authority or the County receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against the Authority or the County in relation to this Agreement, the Party receiving such notice must give written notice to the other Party of the claim or other action within three working days after being notified of it. The notice shall include copies of all pertinent papers received by that Party with respect to these claims or actions relating to a Project.

8. Miscellaneous.

(A) Force Majeure. Whenever a period of time is prescribed by this Agreement for action to be taken by either Party, the Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

(B) Notice. All notices, demands or other requests, and other communications required or permitted under this Agreement or which any Party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the Party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving Party, or (ii) two days after deposit in a regularly maintained express mail

receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such Party at the respective addresses set forth below, or such other address as each Party may from time to time designate by written notice to the others as herein required or (iii) electronic mail transmission (the latter of scanned documents in formats such as .pdf or .tif) for which confirmation of receipt by the other Party has been obtained by the sending Party:

AUTHORITY: Mike Sexton, Director of Engineering
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
Email address: msexton@ctrma.org

WITH COPY TO: Geoff Petrov, General Counsel
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
Email address: gpetrov@ctrma.org

COUNTY: Cynthia McDonald (or her successor)
County Executive, TNR
P. O. Box 1748
Austin, Texas 78767
Email address: Cynthia.McDonald@traviscountytexas.gov

AND: David Greear, Public Works Director
Travis County Transportation and Natural Resources
P.O. Box 1740 Austin, TX 78767
Email address: david.greear@traviscountytexas.gov

AND: C. W. Bruner, PMP, CPPB (or successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767
Email address: c.w.bruner@traviscountytexas.gov

WITH A COPY TO: Julie Joe, Assistant County Attorney
Travis County Attorney's Office
P.O. Box 1748
Austin, TX 78767
Email address: julie.joe@traviscountytexas.gov

(C) Calculation of Days. Each reference in this Agreement to a day or days refers to a day that is not a Saturday, Sunday, or a legal holiday observed by both the County and

the Authority. If the last day of any period described in this Agreement is a Saturday, Sunday, or such legal holiday, the period is extended to include the next day that is not a Saturday, Sunday, or such legal holiday.

(D) Entire Agreement. This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties respecting the Projects. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties hereto. The recitals set forth above and the attached exhibits are incorporated herein.

(E) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the Authority.

(F) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(G) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

TRAVIS COUNTY, a political
subdivision of the State of Texas

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**, a political
subdivision of the State of Texas

By: _____
Andy Brown
Travis County Judge
Date: _____

By: _____
James M. Bass
Executive Director
Date: _____