



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

May 27, 2020  
**AGENDA ITEM #8**

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Discuss and consider approving an Interlocal Agreement with TxDOT for routine maintenance services on TxDOT right-of-way adjacent to Mobility Authority facilities

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Justin Word, P.E., Director of Engineering  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Consider and act on draft resolution

**Project Description** – The Performance Based Maintenance Contract (PBMC) includes routine Maintenance Services and associated items on existing and future Authority roadways and adjacent Texas Department of Transportation (TxDOT) frontage roads/general purpose lanes from right-of-way (ROW) to ROW. The contract includes 183A Toll, 290 Toll (Manor Expressway), Express 1 Toll (MoPac Express), 71 Toll, 45 Toll, 183 Toll (Bergstrom Expressway), 183A Phase III Project, 183 North Project and MoPac South Project.

Routine maintenance services include but are not limited to maintenance of pavement, bridges, walls, traffic operations (signs, signals, lighting, striping, delineation), slopes, roadside (mowing, landscaped areas, litter), shared use paths (SUP's), trailheads, and Mobility Authority building facilities, including the 183A Traffic Incident Management Center, existing and future maintenance yard buildings, existing and future In-Lane Processing (ILP) buildings, and emergency generators located at or near toll gantries.

The Mobility Authority has worked with TxDOT to determine cost sharing for each of the facilities represented by a percentage determined by the number of lane miles within the area of responsibility of each Agency. These percentage splits for cost sharing in addition to specific contract terms are captured in the interlocal agreement (ILA) with



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

**RESOLUTION NO. 20-0XX**

**APPROVING AN INTERLOCAL AGREEMENT WITH THE  
TEXAS DEPARTMENT OF TRANSPORTATION FOR ROUTINE MAINTENANCE  
SERVICES ON TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY  
ADJACENT TO MOBILITY AUTHORITY FACILITIES**

WHEREAS, by Resolution No. 20-026 dated April 25, 2020, the Board of Directors awarded a performance-based maintenance contract to DBi Services, LLC to provide maintenance services on Central Texas Regional Mobility Authority (Mobility Authority) roadways and related facilities; and

WHEREAS, the Texas Department of Transportation (TxDOT) desires the Mobility Authority to provide routine maintenance services on TxDOT right-of-way adjacent to Mobility Authority facilities through the Mobility Authority's performance-based maintenance contract with DBi Services, LLC; and

WHEREAS, the Executive Director has negotiated a proposed interlocal agreement with TxDOT for these routine maintenance services, including up to \$16,135,014.02 in payments by TxDOT for its share of the routine maintenance services to be provided during the initial 5-year term of the Mobility Authority's contract with DBi Services LLC; and

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement with TxDOT for routine maintenance services on TxDOT right-of-way in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed interlocal agreement with TxDOT for routine maintenance services on TxDOT right-of-way adjacent to Mobility Authority facilities, and authorizes the Executive Director to finalize and execute the interlocal agreement on behalf of the Mobility Authority in the form or substantially the same form as Exhibit A hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27<sup>th</sup> day of May 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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

**Exhibit A**

## Interlocal Agreement

### Contract Services Transmittal Form

From:  (District/Division/Office) AUS	Contact Person: April Sandoval  Phone No.: TBD
Subject: Central Texas Regional Mobility Authority led Maintenance contract with TxDOT Austin District	
Other Entity Central Texas Regional Mobility	Contract Maximum Amount Payable \$16,135,014.02
Are any federal funds used in this contract?  No	
Was the standard interlocal or amendment format modified? Yes _____ No ___X___  If modified, date of Contract Services approval: _____  Modifications made are as follows:	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**INTERLOCAL AGREEMENT  
ON SYSTEM**

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

**I. CONTRACTING PARTIES:**

The Texas Department of Transportation  
Central Texas Regional Mobility Authority

TxDOT  
Local Government

**II. PURPOSE:** Local Government will provide routine maintenance of the highway corridors identified by the Project Location Maps attached as Attachments E-1 (290 Toll - Manor Expressway), E-2 (Express 1 Toll - MoPac Express), E-3 (71 Toll), E-4 (45 Toll), E-5 (183A Toll), E-6 (183 Toll - Bergstrom Expressway), E-7 (183A PH III Project), E-8 (183 North Project) and E-9 (MoPac South Project). TxDOT will contribute to the costs Local Government incurs to provide that maintenance.

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

**IV. CONTRACT PAYMENT:** The total amount of this contract shall not exceed \$16,135,014.02 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

**V. TERM OF CONTRACT:** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins when fully executed by both parties and terminates on June 30, 2025 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 \_\_\_\_\_, dated May 27, 2020, has authorized the Local Government to provide the scope of services.

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, **Attachment E**, Project Location Maps, and **Attachment F**, Roadway Condition Assessment Frequencies.

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

By \_\_\_\_\_ Date \_\_\_\_\_  
AUTHORIZED SIGNATURE  
Mike Heiligenstein, Executive Director

**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

#### A. Facilities to be Maintained Under this Contract

The Local Government will provide routine maintenance for all Local Government and TxDOT facilities located within the designated maintenance limits for the highway corridors generally identified by the maps included as Attachment E:

1. 290 Toll (Manor Expressway) (Attachment E-1);
2. Express 1 Toll (MoPac Express) (Attachment E-2);
3. 71 Toll (Attachment E-3);
4. 45 Toll (Attachment E-4);
5. 183A Toll (Attachment E-5);
6. 183 Toll (Bergstrom Expressway) (Attachment E-6);
7. 183A PHIII Project (Attachment E-7);
8. 183 North Project (Attachment E-8); and
9. MoPac South Project (Attachment E-9).

The designated maintenance limits include all entrance and exit ramps and turnarounds within the public rights-of-way of each of these highway corridors, as may be further identified and shown on any maintenance maps mutually acceptable to the parties (the "Designated Maintenance Areas").

#### B. Maintenance Standards, Requirements, and Specifications

The standards, requirements, and specifications for maintenance and related services provided for TxDOT facilities within each corridor by the Local Government under this contract have been determined and agreed upon by TxDOT and the Local Government and are set forth in that certain Request for Proposals for "System-Wide Performance Based Maintenance" issued by the Local Government on January 28, 2020, as revised and exists as Addendum #6 issued March 10, 2020 (the "RFP"). Both parties possess a printed and a digital copy (in PDF format) at their respective offices. A digital PDF file of the RFP may also be viewed or downloaded from the Local Government's Electronic Document Management System. A link to the document library will be provided to TxDOT.

These standards may be revised with respect to TxDOT facilities by written agreement of TxDOT and the Local Government.

#### C. Roadway Condition Assessment

A Roadway Condition Assessment is an inspection of 20% of the total lane miles length of each roadway in the Designated Maintenance Areas, scheduled as set forth in Attachment F



(Roadway Condition Assessment Frequencies). Inspection limits for each Condition Assessment will be selected on a random sample basis prior to the inspection by the Local Government. The Local Government shall provide a two-week notice to TxDOT of the date, time, and location of each scheduled Condition Assessment so that TxDOT may be present at the Condition Assessment, and agrees to provide a copy of any such inspection report to TxDOT upon the request of TxDOT.

**D. Maintenance Inspections**

The Local Government will conduct an independent annual maintenance inspection of its tolled facilities to ensure adherence to their established asset management program in August and September of each year and will provide a copy of that inspection report to TxDOT no later than April 15 of each year.

TxDOT may conduct any special or additional inspections on non-tolled portions of the Designated Maintenance Areas in addition to a Condition Assessment. TxDOT agrees to provide a preferred notice of two weeks with a minimum of a 72 hour notice to Local Government of the date, time, and location of each such special or additional inspection requiring traffic control. TxDOT will provide the Local Government the opportunity to be present at the inspection, and agrees to provide a copy of any such inspection report to Local Government upon the request of the Local Government.

**E. Liquidated Damages**

If the Local Government assesses and recovers liquidated damages from its maintenance contractor as a result of the maintenance contractor's failure to comply with a maintenance standard, requirement, or specification for a TxDOT facility in a Designated Maintenance Area, no later than 30 days after its receipt of the liquidated damages the Local Government shall, at the election of TxDOT, either: (1) pay to TxDOT the entire amount of such liquidated damages; or (2) credit an amount equal to the such liquidated damages toward TxDOT payments otherwise due to the Local Government under this contract.

If the Local Government assesses and recovers liquidated damages from its maintenance contractor for a failure to comply with the maintenance standards, requirements, and specifications that apply both to TxDOT and Local Government facilities in accordance with the Designated Maintenance Areas, the Local Government will allocate and credit a pro-rata portion of the liquidated damages recovered from its maintenance contractor, as agreed by the parties, toward TxDOT payments otherwise due from TxDOT to Local Government under this contract.

**F. Material Testing**

Local Government shall coordinate with TxDOT on Quality Assurance material sampling and testing for acceptance. The costs of such tests submitted to TxDOT Materials and Testing Division shall be paid by:

1. Local Government, for materials tested that will be placed only on tolled portions of the Designated Maintenance Areas;
2. TxDOT, for materials tested that will be placed only on non-tolled portions of the Designated Maintenance Areas; or
3. both the Local Government and TxDOT in a reasonable pro-rata share as agreed by the parties, for materials tested that are placed on both tolled and non-tolled portions of the Designated Maintenance Areas.

#### **G. Reporting Requirements**

The Local Government will maintain a Computerized Maintenance Management System (CMMS) to track and validate work performed during this contract. Local Government will provide TxDOT copies of reports on a monthly basis, or as requested, that cover any work performed on TxDOT facilities.

Bridge Inspection and Appraisal Program (BRINSAP) reports are conducted biannually by TxDOT for all bridges, to include pedestrian bridges over traffic lanes. TxDOT shall provide Local Government with copies of BRINSAP reports on a biannual basis. TxDOT shall coordinate with Local Government in addressing any maintenance deficiencies on TxDOT bridges where the maintenance is subject to the terms of this contract.

TxDOT shall notify Local Government of any reports conducted by TxDOT in regards to inspections of assets, including but not limited to: pavement management reports, overhead sign inspection reports, or special inspection reports that are conducted in response to assets exhibiting signs of abnormal wear or fatigue. TxDOT agrees to provide to the Local Government a copy of any such report or study upon the request of the Local Government.

#### **H. Local Government and TxDOT Coordination**

Local Government and TxDOT agree to coordinate and participate in recurring interagency status meetings and provide feedback on the Local Government's maintenance of TxDOT facilities during the term of this contract.

TxDOT hereby designates the Director of Operations as its primary contact and the District Maintenance Administrator as alternate contact to consult and coordinate with Local Government throughout the duration of this contract.

Local Government hereby designates the Roadway and Facility Maintenance Manager as its primary contact and the Director of Engineering as alternate contact to consult and coordinate with TxDOT throughout the duration of this contract.

## ATTACHMENT B

### Budget

TxDOT will reimburse the Local Government for TxDOT's share of maintenance costs, established and calculated under Table B.1 below as a percentage of the costs incurred by the Local Government to provide maintenance in the Designated Maintenance Areas for each corridor, but excluding from the percentage calculation any cost identified in paragraph (A), (B), (C), or (D).

In addition to reimbursement of costs for routine maintenance set forth in Table B.1, TxDOT shall pay or reimburse the Local Government for:

1. mobilization costs for each corridor in the amount set forth in paragraph (B);
2. costs incurred by the Local Government at TxDOT's request as set forth in paragraph (C); and
3. Snow and Ice Control Costs incurred by the Local Government as set forth in paragraph (D).

The Local Government and TxDOT shall review the percentage split and other aspects of the Local Government's maintenance obligation under this agreement on an annual basis and may agree to modify the percentage payment by an amendment to this agreement.

**Table B.1: Cost Sharing Percentage Split for Routine Maintenance**

Roadway	Local Government %	TxDOT %	TxDOT Annual Cost
183A Toll	90%	10%	\$6,836.52
290 Toll (Manor Express)	48%	52%	\$189,145.88
Express 1 Toll (MoPac Express)	14%	86%	\$520,237.60
71 Toll	15%	85%	\$386,716.68
45 Toll	78%	22%	\$39,352.68
183 Toll (Bergstrom Expressway)	53%	47%	\$143,047.77
183A PH III Project <sup>(1)</sup>	48%	52%	\$23,620.40
183 North Project <sup>(1)</sup>	16%	84%	\$246,611.03
MoPac South Project <sup>(1)</sup>	23%	77%	\$327,745.02

Note 1: Based on a preliminary estimate of lane miles.

**A. Costs Excluded from Routine Maintenance Cost Sharing**

1. TxDOT is not participating in and is not obligated under this contract to pay any portion of a cost incurred by the Local Government to maintain the following Local Government facilities in a Designated Maintenance Area:
  - (a) a tolled mainlane or ramp;
  - (b) any maintenance costs for flexible delineators (pylons) associated with the tolled express lane on the MoPac Improvement Project;
  - (c) toll in-lane processing (ILP) buildings, toll gantry structures, or other equipment or structures required for toll collection or enforcement;
  - (d) emergency generators;
  - (e) trailheads;
  - (f) a shared use path;
  - (g) a maintenance yard, including improvements;
  - (h) landscape beds; or
  - (i) areas subject to Enhanced Vegetation Management as described in the Contract Documents.
  
2. None of the costs listed in subparagraph (A)(1) above shall be included in gross maintenance expenses used to calculate the percentage reimbursement paid by TxDOT to the Local Government under Table B.1 above.

**B. TxDOT Payments for Mobilization Costs**

TxDOT agrees to reimburse to the Local Government the agreed percentage of mobilization costs paid by Local Government to its maintenance contractor for each corridor, as calculated and set forth in Table B.2. Payment by TxDOT to Local Government under this paragraph is due after Local Government provides a written invoice for reimbursement of mobilization costs paid by Local Government.

**Table B.2: Cost Sharing Percentage Split for Mobilization Costs**

<b>Roadway</b>	<b>Local Government %</b>	<b>TxDOT %</b>	<b>TxDOT Mobilization Cost</b>
183A Toll	90%	10%	\$68,794.20
290 Toll (Manor Express)	48%	52%	\$214,637.80
Express 1 Toll (MoPac Express)	14%	86%	\$653,610.32
71 Toll	15%	85%	\$261,745.60

**Table B.2: Cost Sharing Percentage Split for Mobilization Costs (continued)**

<b>Roadway</b>	<b>Local Government %</b>	<b>TxDOT %</b>	<b>TxDOT Mobilization Cost</b>
45 Toll	78%	22%	\$72,070.02
183 Toll (Bergstrom Expressway)	53%	47%	\$153,967.77
183A PH III Project <sup>(1)</sup>	47%	53%	\$0.53
183 North Project <sup>(1)</sup>	16%	84%	\$0.84
MoPac South Project <sup>(1)</sup>	23%	77%	\$0.77

Note 1: Based on a preliminary estimate of lane miles.

**C. TxDOT Payments for a Lane Closure**

TxDOT agrees to pay in full any costs incurred by the Local Government from its maintenance contractor for a lane closure requested by TxDOT.

**D. TxDOT Payments for Snow and Ice Control**

“Snow and Ice Control Costs” shall mean the total of (1) a seasonal fixed monthly retainer fee during the months of November through March; (2) hourly charges that may be incurred each month to provide snow and ice control measures as required by weather and road conditions; and (3) the cost of de-icing materials purchased and used for snow and ice control measures on the Designated Maintenance Areas for each corridor. TxDOT agrees to pay or reimburse the Local Government as invoiced monthly in the amount equal to TxDOT’s agreed percentage for the Snow and Ice Control Costs incurred by the Local Government in each corridor as set forth Table B.3: Percentage Split for Snow and Ice Control Costs.

**Table B.3: Cost Sharing Percentage Split for Snow and Ice Control**

<b>Roadway</b>	<b>Local Government %</b>	<b>TxDOT %</b>
183A Toll	97%	3%
290 Toll (Manor Express)	50%	50%
Express 1 Toll (MoPac Express)	6%	94%
71 Toll	45%	55%
45 Toll	88%	12%
183 Toll (Bergstrom Expressway)	57%	43%
183A PH III Project <sup>(1)</sup>	79%	21%
183 North Project <sup>(1)</sup>	32%	68%
MoPac South Project <sup>(1)</sup>	23%	77%

Note 1: Based on a preliminary estimate of lane miles.

**E. Total Agency Contribution**

Total contribution values are summarized in Table B.4, below. The values are categorized as Recurring Costs, Actual Costs to be Determined at Time of Need and TxDOT Exclusions. Recurring Costs apply to items of work that will be paid on a monthly basis for performance based maintenance of roadway and roadside elements. Actual Costs to be Determined at Time of Needs are costs that will be paid as needed throughout the term of the contract. TxDOT Exclusion costs reflect the value of the items described in this Attachment B, Section A Costs Excluded from Routine Maintenance Cost Sharing. Additional costs for snow and ice control materials has been estimated. Materials are purchased directly by the Mobility Authority and costs are shared with TxDOT at the time of need. The resulting values show the Do Not Exceed Value for TxDOT referenced in Section IV, Contract Payment.

**Table B.4: Total Contribution for the Initial 5-year Term**

<b>Contract Item Group</b>	<b>Local Government Contribution</b>	<b>TxDOT Contribution</b>
<b>Recurring Costs</b>		
Mobilization	\$1,654,533.15	\$1,424,827.85
Performance Based Maint (Roadway)	\$9,437,677.02	\$8,122,676.98
Performance Based Maint (Routine Veg Mgmt)	\$1,932,138.76	\$3,714,511.24
Snow & Ice Control Season	\$920,783.30	\$807,436.70
<b>Subtotal of Recurring Contract Costs</b>	<b>\$13,945,132.23</b>	<b>\$14,069,452.77</b>
<b>Actual Costs to be Determined at Time of Need<sup>(1)</sup></b>		
Snow & Ice Control Equipment	\$325,536.00	\$352,664.00
Lane Closures (Work Order – Misc Tasks)	\$293,207.75	\$239,897.25
Work Order Allowance (Misc Tasks)	\$275,000.00	\$225,000.00
<b>Subtotal of As Needed Contract Costs<sup>(1)</sup></b>	<b>\$893,743.75</b>	<b>\$817,561.25</b>
<b>TxDOT Exclusions</b>		
Performance Based Maint (Enhanced Veg Mgmt)	\$7,702,813.00	\$0.00
Performance Based Maint (SUPs & Trailheads)	\$2,941,427.00	\$0.00
Performance Based Maint (Landscaping)	\$2,637,282.00	\$0.00
Performance Based Maint (Building/Facilities)	\$1,545,660.00	\$0.00
Vegetative Watering	\$52,000.00	\$0.00
Install Delineator Posts PEXCO FG300 (Toll Lanes)	\$5,821,000.00	\$0.00
<b>Subtotal of TxDOT Exclusions</b>	<b>\$20,700,182.00</b>	<b>\$0.00</b>
<b>Subtotal Distribution</b>	<b>\$35,539,057.98</b>	<b>\$14,887,014.02</b>
<b>PBMC 20PROGXXX02M Total Contract Value</b>	<b>\$50,426,072.00</b>	
<b>Snow &amp; Ice Control Materials (Actual Cost Determined at Time of Need)<sup>(1)</sup></b>	\$1,146,000.00	\$1,248,000.00
<b>TOTAL Not to Exceed Distribution</b>	<b>\$36,685,057.98</b>	<b>\$16,135,014.02</b>

Note 1: Estimated costs with actuals to be determined at the time of need.

## ATTACHMENT C

### General Terms and Conditions

#### Article 1. Additional Work

- A. If the Local Government is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify TxDOT in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
- B. If TxDOT in its sole discretion finds that the work does constitute additional work, TxDOT shall so advise the Local Government and a written amendment will be executed. The Local Government shall not perform any proposed additional work or incur any additional costs before the execution of an amendment.
- C. TxDOT shall not be responsible for actions by the Local Government or for any costs incurred by the Local Government relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

#### Article 2. Amendments

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

#### Article 3. Notice to Proceed

If Attachment A requires a notice to proceed, the Local Government shall not proceed with any work or incur any costs until TxDOT issues a written notice to the Local Government authorizing work to begin. Any costs incurred by the Local Government before receiving the notice are not eligible for reimbursement.

#### Article 4. 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 5. Nonconforming Work

If the Local Government submits work that does not comply with the terms of this contract, TxDOT shall instruct the Local Government to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

#### Article 6. 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. TxDOT shall compensate the Local Government only for those eligible expenses that are incurred during this contract and that are directly attributable to the completed portion of the work covered by this contract and only if the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall neither incur nor be reimbursed for any new obligations after the date of termination.

#### Article 7. Funding

TxDOT shall pay for services from appropriation items or accounts from which like expenditures would normally be paid. Payments received by the Local Government shall be credited to the current appropriation items or accounts from which expenditures of that character were originally made. If for any reason subcontractors and suppliers, if any, are not paid before TxDOT reimburses the Local Government for their services, the Local Government shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Local Government receives payment for the work unless a different time is specified by law. This requirement also applies to all



lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the Local Government fails to comply with this Article, TxDOT may withhold payments and suspend work until the subcontractors and suppliers are paid. The Local Government is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

### **Article 8. Basis for Calculating Reimbursement Costs**

TxDOT will reimburse the Local Government for actual costs incurred in carrying out the services authorized in Attachment A, Scope of Services, subject to the cost categories and estimated costs set forth in Attachment B, Budget. TxDOT shall compensate the Local Government for only those eligible expenses incurred during this contract that are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall not incur or be reimbursed for any new obligations after the effective date of termination. The Local Government shall bill TxDOT for actual travel expenses, not to exceed the limits reimbursable under state law. Out-of-state or out-of-country travel by the Local Government requires prior approval by TxDOT.

### **Article 9. 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 10. Conflict of Interest**

The Local Government shall not assign an employee to a project if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state relating to the project;
- B. has a direct or indirect financial interest in the outcome of the project;
- C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT; or
- D. is a current part-time or full-time employee of TxDOT.

### **Article 11. Local Government Resources**

All employees of the Local Government shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Local Government certifies that it currently has adequate qualified personnel in its employment to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than TxDOT. On receipt of written notice from TxDOT detailing supporting factors and evidence, the Local Government shall remove from the project any employee of the Local Government who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Local Government shall furnish all equipment, materials, supplies, and other resources required to perform the work.

### **Article 12. Assignment Subcontracts**

A subcontract may not be executed by the Local Government without prior written authorization by TxDOT. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Local Government of its responsibility under this contract. Neither party shall assign any interest in this agreement.

### **Article 13. 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 14. Disputes**

The Local Government shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. TxDOT shall be responsible for the settlement of any dispute concerning this contract unless the dispute involves a subcontract.

## **Article 15. No Assignment**

Neither party shall assign, sublet, or transfer any interest in this agreement.

## **Article 16. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

## **Article 17. License for TxDOT Logo Use**

- A. Grant of License; Limitations:** The Local Government is granted a limited revocable non-exclusive license to use the registered TxDOT trademark logo (TxDOT Flying "T") on any deliverables prepared under this contract that are the property of the State. The Local Government may not make any use of the registered TxDOT trademark logo on any other materials or documents unless it first submits that request in writing to the State and receives approval for the proposed use. The Local Government agrees that it shall not alter, modify, dilute, or otherwise misuse the registered TxDOT trademark logo or bring it into disrepute.
- B. Notice of Registration Required:** The Local Government's use of the Flying "T" under this article shall be followed by the capital letter R enclosed within a circle (®) that gives notice that the Flying "T" is registered in the United States Patent and Trademark Office (USPTO).
- C. No Assignment or Sublicense:** The Local Government may not assign or sublicense the rights granted by this article without the prior written consent of the State.
- D. Term of License:** The license granted to the Local Government by this article shall terminate at the end of the term specified by this contract.

## **Article 18. Records and Ownership**

- A.** The Local Government agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by TxDOT, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.
- B.** After completion or termination of this contract, all documents prepared by the Local Government or furnished to the Local Government by TxDOT shall be delivered to and become the property of TxDOT. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to TxDOT without restriction or limitation of further use.
- C.** TxDOT shall own all title to, all interests in, all rights to, and all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this contract.
- D.** Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by the Local Government or its subcontractors under this contract with TxDOT funds shall be owned by TxDOT and will be delivered to TxDOT at the time the contract is completed or terminated.
- E.** 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 19. Reference to Costs Principles and Circulars**

Reimbursement with state or federal funds will be limited to costs determined to be reasonable and allowable under cost principles established in OMB Circular A-21, "Cost Principles for Educational Institutions," or 2 CFR 200. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

#### **Article 20. Equal Employment Opportunity**

The Local Government agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Local Government agrees to consider minority universities for subcontracts when the opportunity exists. The Local Government warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

#### **Article 21. Civil Rights Compliance**

**Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to **Nondiscrimination** in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

**Nondiscrimination:** The Local Government, 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 procurement of materials and leases of equipment. The Local Government 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.

**Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

**Information and Reports:** The Local Government 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 facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
- b. cancelling, terminating, or suspending of the contract, in whole or in part.

**Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

#### **Article 22. Noncollusion**

The Local Government warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Local Government, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Local Government breaches or violates this warranty, the Texas Department of Transportation shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

#### **Article 23. Lobbying Certification**

In executing this agreement, each signatory certifies that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made.

#### **Article 24. 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. After receiving a written request from TxDOT, the Local Government shall furnish TxDOT with satisfactory proof of its compliance with this Article.

**Article 25. Signatory Warranty**

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

**Article 26. 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:

<b>Local Government:</b>	Central Texas Regional Mobility Authority Roadway and Facility Maintenance Manager 3300 N. IH-35, Suite 300 Austin, Texas 78705
<b>TxDOT:</b>	Director of Contract Services Office Texas Department of Transportation 125 E. 11 <sup>th</sup> Street Austin, TX 78701

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.

**Article 27. Pertinent Non-Discrimination Authorities**

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. 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.
- B. 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).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. 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. Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- E. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- F. 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).

- G. Titles II and III of the Americans with Disabilities Act, which prohibits 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.
- H. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- I. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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.
- J. 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, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- K. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**ATTACHMENT D**

**Resolution or Ordinance**

**Resolution No. \_\_\_\_\_**

**[Copy to be provided on the following page]**

## **ATTACHMENT E**

### **Location Maps Showing Project**

#### **Attachment E-1: Project Location Map – 290 Toll (Manor Expressway)**

<https://app.e-builder.net/public/publicLanding.aspx?QS=6f79de01fbe8451382c1b694a9d809fb>



**Attachment E-2: Project Location Map – Express LP 1 (Mopac Express)**

<https://app.e-builder.net/public/publicLanding.aspx?QS=6f79de01fbe8451382c1b694a9d809fb>

**Attachment E-3: Project Location Map – 71 Toll**

<https://app.e-builder.net/public/publicLanding.aspx?QS=6f79de01fbe8451382c1b694a9d809fb>

**Attachment E-4: Project Location Map – 45 Toll**

<https://app.e-builder.net/public/publicLanding.aspx?QS=6f79de01fbe8451382c1b694a9d809fb>

**Attachment E-5: Project Location Map – 183A Toll**

<https://app.e-builder.net/public/publicLanding.aspx?QS=6f79de01fbe8451382c1b694a9d809fb>

**Attachment E-6: Project Location Map – 183 Toll (Bergstrom Express)**

<https://app.e-builder.net/public/publicLanding.aspx?QS=6f79de01fbe8451382c1b694a9d809fb>

**Attachment E-7: Project Location Map – 183A PH III Project**

<https://app.e-builder.net/public/publicLanding.aspx?QS=6f79de01fbe8451382c1b694a9d809fb>

**Attachment E-8 Project Location Map – 183 North Project**

<https://app.e-builder.net/public/publicLanding.aspx?QS=6f79de01fbe8451382c1b694a9d809fb>

**Attachment E-9 Project Location Map – MoPac South Project**

<https://app.e-builder.net/public/publicLanding.aspx?QS=6f79de01fbe8451382c1b694a9d809fb>



## Attachment F

### Roadway Condition Assessment Frequencies

Element No.	Category	Assessment Frequency				
		Monthly	Quarterly	Bi-Annually	Annually	As Required
<b>P.5.7 PAVEMENT MAINTENANCE</b>						
P.5.7.1	Localized Rutting	X				
P.5.7.2	Localized Roughness	X				
P.5.7.3	Failures	X				
P.5.7.4	Edge drop-offs	X				
P.5.7.5	Expansion joints	X				
P.5.7.6	Cracks in asphalt	X				
P.5.7.7	Curbs	X				
<b>P.5.8 DRAINAGE</b>						
P.5.8.1	Pipes and Channels		X			
P.5.8.2	Vegetative Filter Strips	X	X	X	X	X
P.5.8.3	Swales			X		
P.5.8.4	Detention Facilities	X	X			
P.5.8.5	Hazardous Material Traps (HMTs)		X			X
P.5.8.6	Water Quality Ponds	X	X	X		X
P.5.8.6.1	Logic Controller		X	X		X
P.5.8.7	Underground Detention		X			X
P.5.8.8	Pump Stations		X			X
P.5.8.9	Enclosure Areas		X			
P.5.8.10	Travel Way		X			X
P.5.8.11	Underdrains		X			
P.5.8.12	Erosion or Siltation		X			
<b>P.5.9 STRUCTURES</b>						
P.5.9.2	Bridge Maintenance - Damage		X			
P.5.9.3	Bridge Maintenance - Cleaning		X			
P.5.9.4	Bridge Maintenance - General		X			
P.5.9.5	Bridge Expansion Joints		X			
P.5.9.6	Undercrossing Components		X			X
P.5.9.7	Gantries and high masts		X			
P.5.9.8	Pole and foundation supporting ITS equipment		X			
P.5.9.9	Non-bridge class culverts		X			
<b>P.5.10 PAVEMENT MARKINGS, OBJECT MARKERS, BARRIER MARKERS AND DELINEATORS</b>						
P.5.10.1	New Striping					X
P.5.10.2	Longitudinal Pavement Markings		X			
P.5.10.3	Non-longitudinal Pavement Markings		X			
P.5.10.4	Prefabricated Pavement Markings		X			

Element No.	Category	Assessment Frequency				
		Monthly	Quarterly	Bi-Annually	Annually	As Required
P.5.10.6	Raised Reflective Pavement Markers		X			
P.5.10.7	Delineators & Object Markers	X				
P.5.10.8	Delineators & Markers (used for delineation of express lane)	X				
<b>P.5.11 GUARD FENCE, SAFETY BARRIERS AND IMPACT ATTENUATORS</b>						
P.5.11.1	Guard Fence	X				
P.5.11.2	Concrete Safety Barrier	X				
P.5.11.3	Cable Barrier Systems	X				
P.5.11.4	Impact Attenuators	X				
<b>P.5.12 TRAFFIC SIGNS</b>						
P.5.12.1	Sign Supports and Assemblies - General	X				
P.5.12.2	Sign Supports and Assemblies - Small	X				
P.5.12.3	Sign Supports and Assemblies - Large	X				
P.5.12.4	Warning and Regulatory Signs	X				
P.5.12.5	Rate Change Signs					X
<b>P.5.13 SIGNALS</b>						
P.5.13.1	Signal Inspections					X
P.5.13.2	Signal Maintenance - General	X				X
P.5.13.3	Signal Maintenance - Response	X				X
P.5.13.4	Video Imaging Vehicle Detection System (VIVDS)	X				X
P.5.13.5	Broad Band for Traffic Signals	X				X
<b>P.5.14 LIGHTING</b>						
P.5.14.2	Illumination Maintenance	X				
P.5.14.3	Electrical Supply	X				
P.5.14.4	Access Panels	X				
P.5.14.5	High Mast Lighting	X				
<b>P.5.15 RETAINING WALLS AND SOUND ABATEMENT</b>						
P.5.15	Retaining Walls and Sound Abatement		X			
<b>P.5.16 ROADSIDE MANAGEMENT</b>						
P.5.16.1	Vegetation Height	X				
P.5.16.2	Noxious Weeds	X				
P.5.16.3	Vegetation Encroachment	X				
P.5.16.4	Vegetation Trimming	X				
P.5.16.5	Loss of Vegetation	X				
P.5.16.6	Sight Lines	X				
P.5.16.7	Wildflowers					X
P.5.16.8	First Frost Mow					X
P.5.16.9	Spring Mow					X
P.5.16.10	Landscape Areas	X				

Element No.	Category	Assessment Frequency				
		Monthly	Quarterly	Bi-Annually	Annually	As Required
P.5.16.11	Irrigation Management	X				
P.5.16.12	Trees, Brush and Ornamentals	X				
<b>P.5.17 SIDEWALKS, SHARED USE PATHS AND TRAILHEADS</b>						
P.5.17.1	Sidewalks and Shared Use Paths - General	X				
P.5.17.2	Trailheads	X				
<b>P.5.18 EMBANKMENT AND SLOPE MAINTENANCE</b>						
P.5.18	Embankment and Slope Maintenance		X			
<b>P.5.19 SWEEPING AND CLEANING</b>						
P.5.19.1	Sweeping	X				
P.5.19.2	Litter	X				
P.5.19.3	Obstructions and Debris in Express Lanes	X				X
P.5.19.4	Obstructions and Debris	X				X
<b>P.5.20 MISCELLANEOUS</b>						
P.5.20.1	Chain Link Fence	X				
P.5.20.2	Encroachments	X				
P.5.20.3	Mailboxes	X				
P.5.20.4	Graffiti	X				
P.5.20.5	Aesthetic Features	X				
<b>P.5.21 INCIDENT MANAGEMENT</b>						
P.5.21	Incident Management	X				X
<b>P.5.22 HAZARDOUS MATERIALS</b>						
P.5.22	Hazardous Materials					X
<b>P.5.23 CUSTOMER RESPONSE</b>						
P.5.23	Customer Response	X				
<b>P.5.24 ENVIRONMENTALLY SENSITIVE AREAS</b>						
P.5.24.1	Karst Preserve Areas	X				
P.5.24.2	Wetland Mitigation Areas and Waters of the U.S.	X				
P.5.24.3	Migratory Bird Treaty & Endangered Species Act	X				
P.5.24.4	Edwards Aquifer Recharge and Contributing Zones	X				
P.5.24.5	Cultural Resources	X				
P.5.26.6	Other Environmental Restrictions	X				
<b>SNOW AND ICE CONTROL (see SS7668RMA)</b>						