



**CENTRAL TEXAS**  
**Regional Mobility Authority**

## Regular Meeting of the Board of Directors

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9:30 a.m.  
Wednesday, March 27, 2013

Suite 360: Briefing Room  
301 Congress Avenue  
Austin, Texas 78701

## AGENDA

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

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1. Welcome and opening remarks by the Chairman and members of the Board of Directors.
2. Opportunity for Public Comment – See *Notes* at the end of this agenda.

### ***Public Hearing***

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3. Presentation on the MoPac Improvement Project, followed by public comment and questions relating to the presentation.

### ***Discuss, consider, and take appropriate action on the following:***

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4. Approve the minutes for the February 27, 2013 Regular Board Meeting.
5. Authorize execution of a contract and initial work authorization with Jacobs Engineering Group Inc. for environmental engineering services for the MoPac South Project.
6. Authorize negotiation and execution of a contract for preliminary engineering and environmental services for the 183 North Project.
7. Authorize execution of a contract for landscape maintenance services for Mobility Authority road corridors.
8. Authorize execution of a contract for construction of a right-turn lane from the 183A frontage road into Scottsdale Drive.

9. Authorize execution of a development agreement with Cedar Park Town Center LP and advertising for bids to construct a right-turn lane on the 183A frontage road.
10. Report on legislative issues, with possible action to revise the Mobility Authority legislative program for the 83<sup>rd</sup> Texas Legislature.
11. Accept the financial reports for February 2013.

***Briefing and discussion with no action proposed on the following:***

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12. Executive Director's report
  - A. Project Status Updates.
  - B. Reappointment of Chairman Wilkerson , Vice-Chairman Mills, and Treasurer Bennett to the Board of Directors.

***Executive Session***

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

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

13. Discuss legal issues relating to legislation proposed to the 83<sup>rd</sup> Texas Legislature that could affect the Mobility Authority or its operations, as authorized by §551.071 (Consultation With Attorney).
14. Discuss legal issues related to claims by or against the Mobility Authority, pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation With Attorney).
15. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation With Attorney).
16. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

***Reconvene in Open Session.***

***Discuss, consider, and take appropriate action on the following:***

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17. Adjourn Meeting.

## NOTES

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

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

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

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



**CENTRAL TEXAS**  
**Regional Mobility Authority**

## AGENDA ITEM #1 SUMMARY

Welcome, Opening Remarks and Board Member Comments.

Welcome, Opening Remarks and Board Member Comments

Board Action Required: NO



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #2 SUMMARY

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

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

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

Board Action: NO



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #3 SUMMARY

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Presentation on the MoPac Improvement Project, followed by public comment and questions relating to the presentation.

Strategic Plan Relevance: Regional Mobility

Department: Legal, Engineering, Finance

Associated Costs: See attached information sheet.

Funding Source: Federal Funds and Bond Sale Proceeds

Board Action Required: Yes

Description of Matter: Before the Mobility Authority may enter into the design/build contract with CH2M Hill to construct the MoPac Improvement Project, state law requires the Mobility Authority to publish specific information relating to the proposed toll project and conduct a public hearing on the published information. The required notices were published in the *Austin American-Statesman*, *Austin Chronicle* and *Ahora Si*.

This item is the presentation and public hearing on the published information. The hearing must include a formal presentation on the information and a mechanism for the agency to respond to comments and questions from the public. Responses to those questions and comments will be prepared after the public hearing and posted on the Mobility Authority's website.

Reference documentation: Notice as Published  
Formal Presentation Fact Sheet for Public Hearing

Contact for further information: Andrew Martin, General Counsel

## FORMAL PRESENTATION FACT SHEET

### INFORMATION REQUIRED TO BE PUBLISHED UNDER CHAPTER 371, TRANSPORTATION CODE

Subchapter D, Chapter 371, Transportation Code, provides that the Mobility Authority must publish certain information regarding a proposed contract for the construction of a toll project. No later than ten days after the information is published, the Mobility Authority shall hold a public hearing on the published information in the county seat in which the toll project is located. The hearing must include a formal presentation and mechanism for responding to comments and questions.

Below (*in italics*) is the text of Section 371.151. Each section that describes the information required to be published is followed by the information published by the Mobility Authority to comply with the requirement:

*Sec. 371.151. DISCLOSURE OF FINANCIAL INFORMATION. (a) Before a toll project entity enters into a contract for the construction of a toll project, the entity shall publish in the manner provided by Section 371.152 information regarding:*

*(1) project financing, including:*

TxDOT has granted \$197.6 million of financial assistance to the design and construction of the Project. In addition to this grant, the Mobility Authority intends to issue approximately \$7 million in short-term debt to fund Project costs.

*(A) the total amount of debt that has been and will be assumed to acquire, design, construct, operate, and maintain the toll project;*

The Mobility Authority intends to issue approximately \$7 million in short-term debt to fund Project costs.

*(B) a description of how the debt will be repaid, including a projected timeline for repaying the debt; and*

This \$7 million in short-term debt will be repaid from and secured by tolls and associated fees generated from the Project, with the total debt and interest to be repaid within three to five years after the Project opens.

*(C) the projected amount of interest that will be paid on the debt;*

Actual interest incurred on this debt will be established by market conditions when it is issued, but is projected not to exceed approximately \$1 million for a term of five years.

*(2) whether the toll project will continue to be tolled after the debt has been repaid;*

The Mobility Authority anticipates that it will continue to collect tolls from those who use the tolled lanes after all debt issued for this Project has been repaid.

*(3) a description of the method that will be used to set toll rates;*

Tolls for the express toll lanes are established by the Board of Directors of the Mobility Authority. [SEE THE ANSWER TO QUESTION (A)(6) BELOW FOR MORE INFORMATION REGARDING TOLL RATES FOR THOSE WHO USE THE TOLL LANES IN THE MOPAC IMPROVEMENT PROJECT.]

*(4) a description of any terms in the contract relating to competing facilities, including any penalties associated with the construction of a competing facility;*

There are no provisions in the contract relating to competing facilities

*(5) a description of any terms in the contract relating to a termination for convenience provision, including any information regarding how the value of the project will be calculated for the purposes of making termination payments;*

There are no terms in the contract relating to a termination for convenience provision.

*(6) the initial toll rates, the methodology for increasing toll rates, and the projected toll rates at the end of the term of the contract; and*

The initial minimum toll for drivers who choose a toll lane will be \$0.50 for the entire 11.2-mile trip, or \$0.25 if a driver uses only one of the two segments of the tolled lane. Preliminary studies suggest the toll rates will normally be less than \$4.00, but the toll could be higher in times of peak demand. Use of the three general-purpose lanes in each direction remains free.

Tolls will be dynamically priced. This means the toll changes from time to time, based on the speed of the traffic in the toll lane. The toll at any particular time will be displayed on an electronic sign visible to the driver, who can decide to use the toll lane—or not—based on the current toll charge. When traffic is heavy, the toll will increase as necessary to reduce the number of drivers who may choose the toll lane, thus maintaining a predictable travel speed for toll lane traffic. As congestion in the toll lane eases, the toll will be reduced so more drivers will choose the toll lane. Once a vehicle enters the toll lane, the toll for the vehicle is fixed and will not change for that trip.

*(7) the projected total amount of concession payments.*

The Contract is not a comprehensive development agreement as that term is used and defined in the Texas Transportation Code, nor does the Contract grant a concession to the Contractor. Therefore the Contract does not include or provide for concession payments made to the Contractor.



# CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

## NOTICE

This is notice by the Central Texas Regional Mobility Authority (the “Mobility Authority”), a political subdivision of the State of Texas, of its intent to enter into a contract with CH2M Hill Engineers, Inc., (the “Contractor”) for the design and construction of a toll project known as the MoPac Improvement Project (the “Project”) in Travis County, Texas.

### **MoPac Improvement Project**

The Project will improve 11.2 miles of the existing Loop 1 (MoPac) roadway from just north of FM 734 (Parmer Lane), the northern terminus, south to Cesar Chavez Street, the southern terminus. When completed, the Project will add one tolled express lane and retain the existing non-tolled lanes in each direction. Each tolled express lane will be divided into two tolled segments of approximately five to six miles. The Project will include pavement widening to both the inside and outside of the non-tolled lanes to accommodate the added express lanes. The Project also includes the construction of sound walls, bicycle and pedestrian improvements, and aesthetic hardscape and landscape elements. For more information on the Mopac Improvement Project, please visit our website at [www.mopacexpress.com](http://www.mopacexpress.com).

### **Information About the Project’s Construction Contract**

The Mobility Authority will enter into a design-build agreement with the Contractor (the “Contract”). The Contract is **not** a comprehensive development agreement as that term is used and defined in the Texas Transportation Code, nor does the Contract grant a concession to the Contractor. Therefore the Contract does not include or provide for: (a) concession payments made to the Contractor; (b) provisions relating to competing facilities; (c) provisions relating to penalties associated with construction of a competing facility; (d) provisions for a “termination for convenience.” Except for the Contractor’s warranty obligations, the Contract will terminate after the Project is completed.

### **Information About Tolling Charges**

Tolls for the express toll lanes are established by the Board of Directors of the Mobility Authority. Tolls will be dynamically priced. This means the toll changes from time to time, based on the speed of the traffic in the toll lane. The toll at any particular time will be displayed on an electronic sign visible to the driver, who can decide to use the toll lane—or not—based on the current toll charge. When traffic is heavy, the toll will increase as necessary to reduce the number of drivers who may choose the toll lane, thus maintaining a predictable travel speed for toll lane traffic. As congestion in the toll lane eases, the toll will be reduced so more drivers will choose the toll lane. Once a vehicle enters the toll lane, the toll for the vehicle is fixed and will not change for that trip.

The initial minimum toll for drivers who choose a toll lane will be \$0.50 for the entire 11.2-mile trip, or \$0.25 if a driver uses only one of the two segments of the tolled lane. Preliminary studies

suggest the toll rates will normally be less than \$4.00, but the toll could be higher in times of peak demand. Use of the three general-purpose lanes in each direction remains free.

### **Information About Project Financing**

TxDOT has granted \$197.6 million of financial assistance to the design and construction of the Project. In addition to this grant, the Mobility Authority intends to issue approximately \$7 million in short-term debt to fund Project costs. This debt will be repaid from and secured by tolls and associated fees generated from the Project, with the total debt and interest to be repaid within three to five years after the Project opens. Actual interest incurred on this debt will be established by market conditions when it is issued, but is projected not to exceed approximately \$1 million for a term of five years.

As discussed above, dynamically-priced tolls will be charged to users of the tolled lanes to establish and maintain predictable travel speeds in those tolled lanes. Toll revenues will also provide a revenue source to pay the continuing expense of maintaining and operating the tolled lanes and to fund replacement reserves. Surplus revenues generated by tolls will be used to create a Regional Infrastructure Fund estimated to generate \$230 million over a 25 year time period. That fund will be a resource to fund other eligible transportation projects in the Central Texas region as determined by the Capital Area Metropolitan Planning Organization (CAMPO). The Mobility Authority anticipates that it will continue to collect tolls from those who use the tolled lanes after all debt issued for this Project has been repaid.

### **Information About the Public Hearing on this Notice**

The Mobility Authority will make a formal presentation on the information in this notice, and following the presentation will conduct a public hearing to receive comments and questions on that information. The presentation and public hearing will take place at a meeting of its Board of Directors at 301 Congress Avenue, Suite 360, Austin, Texas, scheduled to begin at 9:30 a.m., Wednesday, March 27, 2013.

The Mobility Authority will provide a written response to oral and written comments and questions presented by members of the public at the hearing. The response will be available for viewing and downloading on the Mobility Authority's website ([www.mobilityauthority.com](http://www.mobilityauthority.com)).

For more information about the MoPac Improvement Project or the Mobility Authority, please visit [www.mobilityauthority.org](http://www.mobilityauthority.org) or call Steve Pustelnyk at 512-996-9778.



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #4 SUMMARY

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Approve the minutes for the February 27,  
2013 Regular Board Meeting.

Department: Law  
Associated Costs: None  
Funding Source: None  
Board Action Required: YES (by Motion)

Description of Matter:

The Minutes for the February 27, 2013 Regular Board Meeting

Attached documentation for reference:

Draft Minutes for the February 27, 2013 Regular Board Meeting

Contact for further information:

Andrew Martin, General Counsel

## MINUTES

### Regular Meeting of the Board of Directors of the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, February 27, 2013  
9:30 A.M.

The meeting was held at 301 Congress Avenue, Suite 360, Austin, Texas 78701. Notice of the meeting was posted February 22, 2013 at the respective County Courthouses of Williamson and Travis Counties; online on the website of the Secretary of State; online on the website of the Mobility Authority; and on the bulletin board in the Mobility Authority's lobby at 301 Congress Avenue, Suite 650, Austin, Texas 78701.

**1. Welcome and Opening Remarks by Chairman Ray Wilkerson.**

Chairman Ray Wilkerson called the meeting to order at 9:32 a.m. and called the roll. Directors present when the meeting was called to order were Vice Chairman Jim Mills, Ms. Nikelle Meade, Mr. David Singleton, Mr. Bob Bennett, and Mr. David Armbrust. Mr. Charles Heimsath was not present at the meeting.

**2. Open Comment Period.**

No public comments were offered.

**3. Approve the minutes for the January 30, 2013, Regular Meeting of the Board of Directors.**

Chairman Ray Wilkerson presented the minutes for the January 30, 2013, Regular Board Meeting for consideration by the Board. Mr. David Singleton moved for approval, and Mr. Jim Mills seconded the motion. The motion carried unanimously 6-0, and the minutes were approved as drafted.

**4. Authorize the Executive Director to finalize and execute a design-build contract for the MoPac Improvement Project with the apparent best value respondent to the Mobility Authority's request for detailed proposals.**

Mr. Wes Burford presented this item. A shortlist of three proposers was previously approved by the Board to advance to the detailed proposal stage of the design-build contract procurement for the MoPac Improvement Project. A committee evaluated the three detailed proposals. Based on these evaluations, the Mobility Authority is seeking Board approval of an award so that Mobility Authority staff and CH2M Hill may commence negotiations and enter into a design-build contract for the design and construction of the Project.

Ms. Nikelle Meade moved for approval, and Mr. Bob Bennett seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**5. Approve a new work authorization with Telvent USA Corporation to assist in the oversight of the design-build contractor's design for the toll system and toll-related network infrastructure for the MoPac Improvement Project.**

Mr. Tim Reilly presented this item. This proposed work authorization with Telvent USA Corporation provides for the toll system integrator's services for the MoPac Improvement Project, including attendance at meetings, workshops and plan reviews to facilitate the design of the infrastructure for the Project's toll system. Design services include but are not limited to toll related network infrastructure; integration of the toll system work into the design-build contractor's schedule; and timely response to toll system related issues during the design and construction of the MoPac Improvement Project.

Mr. Bob Bennett moved for approval, and Ms. Nikelle Meade seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**6. Authorize the issuance, sale, and delivery by the Central Texas Regional Mobility Authority of senior lien revenue refunding bonds, Series 2013, and subordinate lien revenue bonds, Series 2013, in accordance with certain specified parameters, and authorizing other related actions and provisions.**

Mr. Bill Chapman presented this item. The Mobility Authority is assessing current opportunities in the financial markets to refund existing debt associated with the original 183A project. Typically in a refunding transaction, the authority to execute the transaction is delegated by the governing body to an authorized representative(s) of the agency with transaction parameters established to optimize the timing of the refunding transaction to best suit the agency's objectives. This resolution designates and delegates to the Board Chairman, Executive Director or the Chief Financial Officer authority to approve the transaction under parameters identified in the resolution.

Mr. David Singleton moved for approval, and Mr. Jim Mills seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**7. Designate an underwriting team for the proposed issuance, sale, and delivery of revenue refunding bonds.**

Mr. Bill Chapman presented this item. The Mobility Authority is assessing current opportunities in the financial markets to refund existing debt associated with the original 183A project. In preparation of this transaction, the Authority must designate an underwriting syndicate to ensure its bonds are marketed and sold to provide maximum value to the agency. The proposed firms and managers are recommended due to their financial strength, ability to market and sell toll bonds, and for bringing creative financial strategies to the agency. The recommended firms are: JPMorgan Securities, Inc., as the Senior Co-Manager for the sale of fixed rate bonds; Loop Capital Markets as the Senior and Sole Manager for the sale of variable rate soft put bonds, if any; and the following firms as Co-Managers of the Series 2013 Refunding Bonds financing syndicate: Barclays Capital; CITI; Coastal Securities, Inc.; Jefferies & Company, Inc.; Estrada Hinojosa & Company, Inc.; Loop Capital Markets; Ramirez & Co., Inc.; and Raymond James, as set forth in the draft resolution.

Mr. David Singleton moved for approval, and Mr. Charles Heimsath seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**8. Waive certain Mobility Authority options under Chapter 373, Transportation Code, relating to development of a portion of SH 71 right-of-way in Travis County.**

Mr. Mike Heiligenstein presented this item. The Texas Department of Transportation is considering undertaking near-term improvements to a portion of SH 71, from east of SH 130 to US 183 (the “SH 71 Project”). Adding tolled lanes to the SH 71 Project would be subject to the CAMPO Transportation Policy Board amending the *2035 Regional Transportation Plan* and the *Transportation Improvement Plan*.

Under state law, the Mobility Authority has first option (primacy) to develop any new toll projects within Travis and Williamson Counties. To facilitate construction of the SH 71 Project, if tolled lanes are added to the SH 71 Project, this resolution waives the Mobility Authority’s option to develop, finance, and construct the SH 71 Project. The proposed resolution does not waive the Mobility Authority’s option to operate tolled lanes in the SH 71 Project and collect revenue. The resolution also provides that the Executive Director is authorized to negotiate appropriate agreements with TxDOT for the Mobility Authority to operate any future tolled lanes in the SH 71 Project. The proposed agreement would be brought to the Mobility Authority Board for its consideration and action.

Ms. Nikelle Meade moved for approval, and Mr. David Singleton seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**9. Approve the resolution enacted by the Capital Area Metropolitan Planning Organization (CAMPO) relating to the IH 35 Corridor improvements and requesting that the Texas Department of Transportation lead and coordinate those improvement efforts.**

Mr. Mike Heiligenstein presented this item. This resolution supports a resolution adopted by the CAMPO Transportation Policy Board on January 14, 2013. That resolution expresses CAMPO’s support for the Texas Department of Transportation to be the lead agency to coordinate efforts relating to IH 35 Corridor improvements.

Mr. David Singleton moved for approval, and Ms. Nikelle Meade seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**10. Authorize filing three toll equity grant applications with the Texas Department of Transportation to provide financial assistance for (i) construction costs associated with the Bergstrom Expressway (US 183 South) Project, (ii) environmental study costs associated with the 183 North Project, and (iii) environmental study and final design costs associated with the MoPac South Project.**

Mr. Wes Burford presented this item. Filing applications for toll equity grants with the Texas Department of Transportation initiates a process to allow those funds to be used by the Mobility Authority for the development of the identified projects. Upon approval of these applications for toll equity grants by the Texas Transportation Commission, the Mobility

Authority and TxDOT will enter into a financial assistance agreement that defines terms and conditions related to the use of those funds.

Mr. Jim Mills moved for approval, and Mr. David Singleton seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**11. Approve an amended work authorization with HNTB Corporation relating to the 183A Phase II Project.**

Mr. Wes Burford presented this item. The amended work authorization requests a time extension to continue current on-going activities, which include Quality Control, Quality Assurance, Field Inspections, Materials Testing and Oversight of the Contractor to ensure the bond holders and the Mobility Authority that a quality 183A Phase II Project is being constructed to the required design and specifications.

Mr. David Singleton moved for approval, and Ms. Nikelle Meade seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**12. Authorize the Executive Director to execute a development agreement with Pecan Grove – SPVF L.P. and to advertise for bids to construct a right-turn lane on the 183A Turnpike frontage road.**

Mr. Wes Burford presented this item. Pecan Grove – SPVF L.P. (“Developer”) needs a 12-ft wide right-turn lane approximately 1800-ft in length along the 183A northbound frontage road to serve its proposed development east of 183A at Scottsdale Drive. The Mobility Authority and Developer have agreed on a proposed development agreement by which the Mobility Authority will procure, manage the construction, and inspect the required work based on agreed-upon project plans. The Developer will escrow the agreed-upon estimated construction costs, plus a 15% contingency reserve and fees the Mobility Authority will incur to have HNTB, our general engineering consultant on this project, oversee and inspect the contractor’s work (estimated at 8% of the construction cost).

Ms. Nikelle Meade moved for approval, and Mr. Bob Bennett seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**13. Amend the Policy Code to adopt formal procedures and standards relating to direct access from abutting properties to Mobility Authority frontage roads.**

At the request of staff, Chairman Wilkerson postponed consideration of this item to a future Board meeting..

**14. Approve an updated list of investment banking firms authorized to provide investment banking services to the Mobility Authority.**

Ms. Cindy Demers presented this item. At the January 2013 Regular Board Meeting, the Board authorized the issuance of an RFP to take proposals from qualified firms to be added to the approved list. These firms are recommended due to their reputation, financial capabilities and knowledge of bond transactions similar to the Mobility Authority’s needs. Firms are assessed for their potential inclusion in a syndicate at the time a financing needed.

Ms. Bob Bennett moved for approval, and Ms. Nikelle Meade seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**15. Accept the financial reports for January 2013.**

Mr. Bill Chapman and Ms. Cindy Demers presented this item. There was nothing unusual to report on the financial report for January 2013.

Ms. David Armbrust moved for approval, and Mr. David Singleton seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**16. Adopt the Mobility Authority Annual Report for 2012.**

Mr. Bill Chapman presented this item. Under Chapter 348 of the Texas Transportation Code, the Mobility Authority is required to "...file with the commissioners court of each county of the authority a written report on the authority's activities..." by March 31 of each year. In addition, the Mobility Authority's by-laws call for the Mobility Authority Board to adopt the annual report before submitting the report to the Commissioner's Court. The 2012 Report entitled "Fast Forward Future" is being submitted to the Board for its adoption.

Ms. Nikelle Meade moved for approval, and Mr. Bob Bennett seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**Briefing and discussion on the following:**

**17. Executive Director's report.**

Mr. Mike Heiligenstein presented this item. The court in the *First Baptist Church of Leander* flooding lawsuit has dismissed the plaintiff's claims and lawsuit against the Mobility Authority, HNTB Corporation, and HDR Engineering, consistent with the terms of the settlement agreement executed by the parties.

**Executive Session Pursuant to Government Code, Chapter 551**

Chairman Wilkerson announced in open session at 10:35 a.m. that the Board would recess the open meeting and reconvene in Executive Session to deliberate the following items:

18. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation With Attorney).

19. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation With Attorney).

20. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

The Board reconvened in open meeting at 11:06 a.m., and Chairman Wilkerson announced that no action was taken in Executive Session.



**23. Adjourn Meeting.**

Chairman Ray Wilkerson declared the meeting adjourned at 11:07 a.m. with unanimous consent.



**CENTRAL TEXAS  
Regional Mobility Authority**

**AGENDA ITEM #5 SUMMARY**

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Authorize execution of a contract and initial work authorization with Jacobs Engineering Group Inc. for environmental engineering services for the MoPac South Project.

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Associated Costs: \$5,999,205.00  
Funding Source: General Fund, Reimbursed with Rider 42 funds  
Board Action Required: Yes

Description of Matter: On February 29, 2012, the Mobility Authority's Board of Directors authorized the issuance of a Request for Qualifications (RFQ) from teams interested in providing preliminary engineering and environmental services necessary to implement the MoPac South Project from Cesar Chavez south to SH 45 in Travis County. The RFQ was issued on September 21, 2012. Five responses were received on October 12, 2012 in response to the RFQ and were evaluated by a Selection Committee. On December 5, 2012, the Board approved the recommended team and authorized negotiation of a contract for preliminary engineering and environmental services based on the Selection Committee's recommendation.

This contract provides for the alternatives development and evaluation, environmental studies, public involvement, preliminary engineering, design, field survey, hydraulic studies, and schematic development for the proposed MoPac South Project and MoPac South Overpasses Project (Projects) located in Travis County, Texas.

The proposed contract and initial work authorization addresses the anticipated project requirements and the level of effort and the associated fee is appropriate. The Executive Director recommends the Board approve the contract and authorize his execution of the proposed contract in the form or substantially the same as the form included as backup to this agenda item.

Reference documentation: Draft Resolution  
Proposed Contract and initial work authorization.

Contact for further information: Wesley M. Burford, P.E., Director of Engineering

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

**RESOLUTION NO. 13-\_\_\_**

**AUTHORIZING EXECUTION OF A CONTRACT AND INITIAL WORK  
AUTHORIZATION WITH JACOBS ENGINEERING GROUP INC. FOR  
ENVIRONMENTAL ENGINEERING SERVICES RELATED TO  
THE MOPAC SOUTH EXPRESS LANE PROJECT.**

WHEREAS, by Resolution No. 12-078, approved on December 5, 2012, the Board of Directors authorized the Executive Director to negotiate a professional services contract with Jacobs Engineering Group Inc. to provide preliminary engineering and environmental services for the MoPac South Project; and

WHEREAS, the Executive Director and Jacobs Engineering Group Inc. have agreed on a proposed professional services contract for the requested services and an initial work authorization under that contract, and the Board has received in its backup material for this resolution a copy of the proposed contract and initial work authorization for review and consideration (the "Proposed Contract"); and

WHEREAS, the Executive Director recommends Board approval of the Proposed Contract and initial work authorization in the form or substantially the same form as provided in the backup material to this resolution.

NOW, THEREFORE, BE IT RESOLVED that Board hereby approves the Proposed Contract and initial work authorization with Jacobs Engineering Group Inc. for the MoPac South Project; and

BE IT FURTHER RESOLVED that the Board hereby authorizes the Executive Director to finalize and execute the Proposed Contract and initial work authorization on behalf of the Mobility Authority in the form or substantially the same form as provided in the backup material to this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27<sup>th</sup> day of March, 2013.

Submitted and reviewed by:

Approved:

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Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

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Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 13-\_\_\_  
Date Passed: 3/27/13

**CONTRACT FOR ENGINEERING SERVICES**  
**Cost Plus, Cost Plus Fixed Fee,**  
**Unit Cost, Lump Sum, or Specified Rate**  
**Specific Deliverable with Work Authorizations**

**THIS CONTRACT FOR ENGINEERING SERVICES** (the "Contract") is made by and between the Central Texas Regional Mobility Authority, 301 Congress Avenue, Suite 650, Austin, Texas 78701, hereinafter called the "Authority" or "CTRMA," and Jacobs Engineering Group Inc., having its principal business address at 2705 Bee Cave Road, Suite 300, Austin, Texas 78746, hereinafter called "Engineer," for the purpose of contracting for engineering services.

**WITNESSETH**

**WHEREAS**, the Authority desires to contract for engineering services generally described as MoPac South Project and MoPac South Overpasses Project and,

**WHEREAS**, the Authority has selected the Engineer to provide the needed services and the Engineer has agreed to provide the services subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, the Authority and the Engineer, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows.

**AGREEMENT**

**ARTICLE 1**  
**SCOPE OF SERVICES**

The Authority and the Engineer will furnish items and perform those services for fulfillment of the Contract as identified in Attachment A ("Services to be Provided by the Authority"), and Attachment B ("Services to be Provided by the Engineer"). All services provided by the Engineer shall comply with the terms and conditions of the Authority's Project Manual for the MoPac South Project, a copy of which is attached hereto as Attachment D ("Project Manual") and shall conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

**ARTICLE 2**  
**COMPENSATION**

**Basis of Payment and Reimbursement of Eligible Costs.** The basis of payment shall be identified in each Work Authorization. Reimbursement of costs incurred under a Work Authorization shall be in accordance with each Work Authorization. To be eligible for reimbursement, the Engineer's costs must (1) be incurred in accordance with the terms of a valid Work Authorization; and (2) comply with cost principles set forth at 48 CFR Part 31, Federal

Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained as a condition of payment.

### **ARTICLE 3 PAYMENT REQUIREMENTS**

**A. Monthly Billing Statements.** The Engineer shall request reimbursement of costs incurred by submitting the original and one copy of an itemized billing statement in a form acceptable to the Authority. The Engineer is authorized to submit requests for reimbursement no more frequently than monthly and no later than one-hundred and twenty (120) days after costs are incurred.

**B. Billing Statement.** The billing statement shall show: (1) the Work Authorization number for each Work Authorization included in the billing; (2) the total amount earned to the date of submission; and (3) the amount due and payable as of the date of the current billing statement for each Work Authorization. The billing statement shall indicate if the work has been completed or if the billing is for partial completion of the work. The billing statement shall be substantially in the form provided by the Authority.

**C. Thirty Day Payments.** Upon receipt of a billing statement that complies with all invoice requirements set forth in this Article, the Authority shall make a good faith effort to pay the amount, which is due and payable within thirty (30) days.

**D. Withholding Payments.** The Authority reserves the right to withhold payment of the Engineer's billing statement in the event of any of the following: (1) if a dispute over the work or costs thereof is not resolved within a thirty (30) day period; (2) pending verification of satisfactory work performed; or (3) if required reports are not received.

**E. Required Reports.**

(1) As required in Attachment H ("DBE Requirements"), the Engineer shall submit Progress Assessment Reports to report actual payments made to Disadvantaged Business Enterprises. One copy shall be submitted with each billing statement and one copy shall be submitted to the Authority's address included in Article 35 hereof.

(2) Prior to contract closeout, the Engineer shall submit a Final Report (Exhibit H-4) to the Authority's address set forth in Article 35 hereof.

(3) The Engineer shall submit a separate report with each billing statement showing the percent completion of the work accomplished during the billing period and the percent completion to date, and any additional written report requested by the Authority to document the progress of the work.

**F. Audit.** The Authority shall have the exclusive right to examine the books and records of the Engineer for the purpose of checking the amount of work performed by the Engineer. The Engineer shall maintain all books, documents, papers, accounting records and

other evidence pertaining to cost incurred and shall make such materials available at its office during the contract period and for four (4) years from the date of final payment under this Contract or until pending litigation has been completely and fully resolved, whichever occurs last. The Authority or any of its duly authorized representatives, the Texas Department of Transportation (“TxDOT”), the Federal Highway Administration (“FHWA”), the United States Department of Transportation Office of Inspector General and the Comptroller General shall have access to any and all books, documents, papers and records of the Engineer which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

#### **ARTICLE 4 WORK AUTHORIZATIONS**

**A. Use.** The Authority will issue Work Authorizations using the form attached as Attachment C-1 to authorize all work under this Contract. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to work not directly associated with or prior to the execution of a Work Authorization. Terms and conditions governing the use of Work Authorizations are set forth in this Article 4. All work must be completed on or before the completion date specified in the Work Authorization.

**B. Contents.** Each Work Authorization shall include: (1) types of services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a cost not to exceed amount, (6) the basis of payment whether cost plus, cost plus fixed fee, unit cost, lump sum, or specified rate; and (7) a Work Authorization budget calculated using fees set forth in an exhibit to the Work Authorization. The Engineer is not to include additional Contract terms and conditions in the Work Authorization.

**C. Work Authorization Budget.** A Work Authorization budget shall be prepared by the Engineer and shall set forth in detail the following: (1) the computation of the estimated cost of the work as described in the Work Authorization; (2) the estimated time (hours/days) required to complete the work at the hourly rates established in the Work Authorization; (3) a work plan that includes a list of the work to be performed; and (4) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the Work Authorization.

**D. No Guaranteed Work.** Work Authorizations will be issued at the discretion of the Authority. While it is the Authority's intent to issue Work Authorizations hereunder, the Engineer shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.

**E. Incorporation into Contract.** Each Work Authorization shall be signed by both parties and become a part of the Contract. No Work Authorization will waive the Authority's or the Engineer's responsibilities and obligations established in this Contract. The Engineer shall promptly notify the Authority of any event that will affect completion of the Work Authorization.

**F. Supplemental Work Authorizations.** Before additional work may be performed or additional costs incurred, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization in the form identified and attached hereto as Attachment C-2. Supplemental Work Authorizations, if required, must be executed by both parties within the period of performance specified in the Work Authorization. The Engineer shall allow adequate time for review and approval of the Supplemental Work Authorization by the Authority.

**F-1. Notice.** If the Engineer is of the opinion that any assigned work is beyond the scope of this Contract and constitutes additional work, it shall promptly notify the Authority and shall follow the procedure set forth in Section 3.3 of the Project Manual.

**F-2. Changes in Scope.** Changes that would modify the scope of the work authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. If the change in scope affects the amount payable under the Work Authorization, the Engineer shall prepare a revised Work Authorization budget for the Authority's approval.

**F-3. Limitation of Liability.** The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a Supplemental Work Authorization.

**G. Deliverables.** Upon satisfactory completion of the Work Authorization, the Engineer shall submit the deliverables as specified in the executed Work Authorization to the Authority for review and acceptance.

## **ARTICLE 5 SCHEDULE**

**A. Progress meetings.** As required and detailed in the Work Authorizations, the Engineer shall from time to time during the progress of the work confer with the Authority. The Engineer shall prepare and present such information as may be pertinent and necessary or as may be requested by the Authority in order to evaluate features of the work.

**B. Conferences.** At the request of the Authority or the Engineer and as required and detailed in the Work Authorizations, conferences shall be provided at the Engineer's office, the office of the Authority, or at other locations designated by the Authority. These conferences shall also include evaluation of the Engineer's services and work when requested by the Authority.

**C. Inspections.** If federal funds are used to reimburse costs incurred under this Contract, the work and all reimbursements will be subject to periodic review by the U. S. Department of Transportation.

**D. Reports.** The Engineer shall promptly advise the Authority in writing of events that have a significant impact upon the progress of a Work Authorization, including:

- (1) problems, delays, adverse conditions that will materially affect the ability

to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken or contemplated, and any Authority or federal assistance needed to resolve the situation; and

(2) favorable developments or events that enable meeting the work schedule goals sooner than anticipated.

**E. Corrective Action.** Should the Authority determine that the progress of work does not satisfy the milestone schedule set forth in a Work Authorization, the Authority shall review the work schedule with the Engineer to determine the nature of corrective action needed.

**F. More Time Needed.** If the Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed within the work schedule contained therein, the Engineer shall promptly notify the Authority and shall follow the procedure set forth in Section 4.7 of the Project Manual. The Authority may, at its sole discretion, modify the work schedule to incorporate an extension of time.

## **ARTICLE 6 SUSPENSION OF WORK AUTHORIZATION**

**A. Notice.** Should the Authority desire to suspend a Work Authorization but not terminate the Contract, the Authority may verbally notify the Engineer followed by written confirmation, giving thirty (30) days notice. Both parties may waive the thirty-day notice in writing.

**B. Reinstatement.** A Work Authorization may be reinstated and resumed in full force and effect within sixty (60) business days of receipt of written notice from the Authority to resume the work. Both parties may waive the sixty-business day notice in writing.

**C. Limitation of Liability.** The Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Authority to begin work, during periods when work is suspended, or after the completion of the Contract or Work Authorization.

## **ARTICLE 7 CHANGES IN WORK**

**A. Work Previously Submitted as Satisfactory.** If the Engineer has submitted work in accordance with the terms of this Contract but the Authority requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Contract, the Engineer shall make such revisions as requested and as directed by the Authority. This will be considered as additional work and paid for as specified under Article 4F, Supplemental Work Authorizations.

**B. Work Does Not Comply with Contract.** If the Engineer submits work that does not comply with the terms of this Contract, the Authority shall instruct the Engineer to make



such revision as is necessary to bring the work into compliance with the Contract. No additional compensation shall be paid for this work.

**C. Errors/Omissions.** The Engineer shall make revisions to the work authorized in this Contract that are necessary to correct errors or omissions appearing therein, when required to do so by the Authority. No additional compensation shall be paid for this work.

## **ARTICLE 8 OWNERSHIP OF DATA**

**A. Work for Hire.** All services provided under this Contract are considered work for hire and, as such, all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Contract are the property of the Authority.

**B. Disposition of Documents.** All documents prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon request by the Authority. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the Authority under this Contract, but further use of the data is subject to permission by the Authority.

**C. Release of Design Plan.** The Engineer (1) will not release any roadway design plan created or collected under this Contract except to its subproviders as necessary to complete the Contract; (2) shall include a provision in all subcontracts which acknowledges the Authority's ownership of the design plan and prohibits its use for any use other than the project identified in this Contract; and (3) is responsible for any improper use of the design plan by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Engineer nor any subprovider may charge a fee for any portion of the design plan created by the Authority.

## **ARTICLE 9 PUBLIC INFORMATION AND CONFIDENTIALITY**

**A. Public Information.** The Authority will comply with Government Code, Chapter 552, the Public Information Act, in the release of information produced under this Contract.

**B. Confidentiality.** The Engineer shall not disclose information obtained from the Authority under this Contract without the express written consent of the Authority.

## **ARTICLE 10 PERSONNEL, EQUIPMENT AND MATERIAL**

**A. Engineer Resources.** The Engineer shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required under the Contract. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services

required under this Contract, or it will be able to obtain such personnel from sources other than the Authority.

**B. Removal of Contractor Employee.** All employees of the Engineer assigned to this Contract shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Authority may instruct the Engineer to remove any employee from association with work authorized in this Contract if, in the sole opinion of the Authority, the work of that employee does not comply with the terms of this Contract or if the conduct of that employee becomes detrimental to the work.

**C. Replacement of Key Personnel.** The Engineer must notify the Authority in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this Contract, giving the reason for removal.

**D. Authority Approval of Replacement Personnel.** The Engineer may not replace the project manager or key personnel, as designated in the applicable Work Authorization, without prior consent of the Authority. The Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Authority determines that the new project manager or key personnel is not acceptable, the Engineer may not use that person in that capacity and shall replace him or her with one satisfactory to the Authority within forty-five (45) days.

**E. Ownership of Acquired Property.** Except to the extent that a specific provision of this Contract states to the contrary, the Authority shall own all intellectual property acquired or developed under this Contract and all equipment purchased by the Engineer or its subcontractors under this Contract. All intellectual property and equipment owned by the Authority shall be delivered to the Authority when the contract terminates, or when it is no longer needed for work performed under this Contract, whichever occurs first.

## **ARTICLE 11 SUBCONTRACTING**

**A. Prior Approval.** The Engineer shall not assign, subcontract or transfer any portion of professional services related to the work under this Contract unless specified in an executed Work Authorization or otherwise without prior written approval from the Authority.

**B. DBE Compliance.** The Engineer's subcontracting program shall comply with the requirements of Attachment H ("DBE Requirements").

**C. Required Provisions.** All subcontracts for professional services shall include the provisions included in this Contract and any provisions required by law. The Engineer is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the Authority to the Engineer.

**D. Prior Review.** Subcontracts for professional services in excess of \$25,000 may be reviewed by the Authority, in its sole discretion, prior to performance of work thereunder.

**E. Engineer Responsibilities.** No subcontract shall relieve the Engineer of any of its responsibilities under this Contract.

## **ARTICLE 12 INSPECTION OF WORK**

**A. Review Rights.** The Authority, TxDOT, and the U. S. Department of Transportation, when federal funds are involved, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

**B. Reasonable Access.** If any review or evaluation is made on the premises of the Engineer or a subprovider, the Engineer shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the Authority, state or federal representatives in the performance of their duties.

## **ARTICLE 13 SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval by the Authority before a final report is issued. The Authority's comments on the Engineer's preliminary report must be addressed in the final report.

## **ARTICLE 14 VIOLATION OF CONTRACT TERMS**

**A. Increased Costs.** Violation of contract terms, breach of contract, or default by the Engineer shall be grounds for termination of the Contract, and any increased or additional cost incurred by the Authority arising from the Engineer's default, breach of contract or violation of contract terms shall be paid by the Engineer.

**B. Remedies.** This Contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

**C. Excusable Delays.** Except with respect to defaults of subproviders, the Engineer shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Engineer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

## **ARTICLE 15 TERMINATION**

**A. Causes.** The Contract may be terminated by any of the following conditions:

- (1) by mutual agreement and consent, in writing from both parties;
- (2) by the Authority by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth herein in a satisfactory manner;
- (3) by either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) days written notice and opportunity to cure;
- (4) by the Authority for reasons of its own, not subject to the mutual consent of the Engineer, by giving thirty (30) days notice of termination in writing to the Engineer;
- (5) by the Authority, if the Engineer violates the provisions of Article 22, Gratuities, or Attachment H (“DBE Requirements”); or
- (6) by satisfactory completion of all services and obligations described herein.

**B. Measurement.** Should the Authority terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination, the Authority shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Authority terminate this Contract under paragraph A (4) or (5) above, the Engineer shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty (30) days.

**C. Value of Completed Work.** If the Engineer defaults in the performance of this Contract or if the Authority terminates this Contract for fault on the part of the Engineer, the Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in the applicable Work Authorization) by the Engineer in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the Authority of the work performed.

**D. Calculation of Payments.** The Authority shall use the fee structure established by the applicable Work Authorization in determining the value of the work performed up to the time of termination. In the event that a cost plus fixed fee basis of payment is utilized in a Work Authorization, any portion of the fixed fee not previously paid in the partial payments shall not be included in the final payment.

**E. Surviving Requirements.** The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Authority and the Engineer under this Contract, except for those provisions that establish responsibilities that extend beyond the Contract period.

**F. Payment of Additional Costs.** If termination of this Contract is due to the failure of the Engineer to fulfill its Contract obligations, the Authority may take over the project and prosecute the work to completion, and the Engineer shall be liable to the Authority for any additional cost to the Authority.

## **ARTICLE 16 COMPLIANCE WITH LAWS**

The Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Engineer shall furnish the Authority with satisfactory proof of its compliance therewith.

## **ARTICLE 17 INDEMNIFICATION**

**A. Errors, Omissions, Negligent Acts.** The Engineer shall save harmless the Authority and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this Contract, but only to the extent or degree on a comparative basis of fault resulting from an error, omission, or negligent act of the Engineer or of any person employed or contracted by the Engineer.

**B. Attorney Fees.** The Engineer shall also save harmless the Authority from any and all expense, including, but not limited to, reasonable attorney fees and court costs that may be incurred by the Authority in litigation or otherwise resisting said claim or liabilities that may be imposed on the Authority to the extent caused by the Engineer's, its agents', subcontractors' or employees' error, omission, or negligent act referenced in Section 17A above.

## **ARTICLE 18 ENGINEER'S RESPONSIBILITY**

**A. Accuracy.** The Engineer shall have total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by the Authority's GEC, as defined in Article 19 below, for conformity with the Authority's procedures and the terms of the Contract, as well as coordination with adjacent contracts. Review by the GEC does not include detailed review or checking of designs or major components and related details or the accuracy with which such designs are depicted in the plans. The responsibility for

accuracy and completeness of such items shall remain solely that of the Engineer. The Engineer shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

**B. Errors and Omissions.** The Engineer's responsibility for all questions arising from design errors and/or omissions will be determined by the Authority. The Engineer shall not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed. In the event that the Authority discovers a possible design error or omission, the Authority shall notify the Engineer and seek to involve the Engineer in determining the most effective solution with respect to time and cost, provided that the Authority shall ultimately determine the solution that is chosen.

**C. Seal.** The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the Authority in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

**D. Resealing of Documents.** Once the work has been sealed and accepted by the Authority, the Authority, as the owner, will notify the Engineer, in writing, of the possibility that a Authority engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

## **ARTICLE 19 ROLE OF GENERAL ENGINEERING CONSULTANT**

The Authority will utilize a General Engineering Consultant ("GEC") to assist in its management of this Contract. The GEC is authorized by the Authority to provide the management and technical direction for this Contract on behalf of the Authority. All the technical and administrative provisions of the Contract shall be managed by the GEC, and the Engineer shall comply with all of the GEC's directives that are within the purview of the Contract. Decisions concerning Contract amendments and adjustments, such as time extensions and Supplemental Work Authorizations, shall be made by the Authority; however, requests for such amendments or adjustments shall be made through the GEC, who shall forward such requests to the Authority with its comments and recommendations.

Should any dispute arise between the General Engineering Consultant and the Engineer, concerning the conduct of this Contract, either party may request a resolution of said dispute by the Executive Director of the Authority, whose decision shall be final. The parties shall follow the procedure set forth in Section 4.9 of the Project Manual in attempting to resolve such dispute. Neither the GEC nor the Engineer shall submit requests for resolution without the full knowledge and consent of the other party.

**ARTICLE 20  
NONCOLLUSION**

**A. Warranty.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Contract and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

**B. Liability.** For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 21  
INSURANCE**

The Engineer and all subcontractors and subconsultants shall furnish the Authority a properly completed Certificate of Insurance approved by the Authority prior to beginning work under the Contract and shall maintain such insurance (and the Professional Liability Insurance discussed herein) through the Contract period. The Engineer shall provide proof of insurance in a form reasonably acceptable by the Authority. The Engineer certifies that it has insurance coverages as follows:

**A. Comprehensive General Liability Insurance or Commercial General Liability Insurance.** If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence \$2,000,000 for aggregates

Manufacturers' or Contractor Liability Insurance is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

**B. Professional Liability Insurance.** Engineer shall provide and maintain professional liability coverage, with limits not less than \$3,000,000 per claim and \$3,000,000 aggregate. The professional liability coverage shall protect against any negligent act, error or omission arising out of design or engineering activities, including environmental related activities, with respect to the project, including coverage for negligent acts, errors or omissions by any member of the Engineer and its subcontractors and subconsultants (including, but not limited to design subcontractors and subconsultants) of any tier.

**ARTICLE 22  
GRATUITIES**

**A. Employees Not to Benefit.** Authority policy mandates that employees of the Authority shall not accept any benefit, gift or favor from any person doing business with or who reasonably speaking may do business with the Authority under this Contract. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Executive Director of the Authority.

**B. Liability.** Any person doing business with or who reasonably speaking may do business with the Authority under this Contract may not make any offer of benefits, gifts or favors to Authority employees, except as mentioned above. Failure on the part of the Engineer to adhere to this policy may result in the termination of this Contract.

**ARTICLE 23  
DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

The Engineer agrees to comply with the requirements set forth in Attachment H (“DBE Requirements”) with an assigned goal or a zero goal, as determined by the Authority.

**ARTICLE 24  
MAINTENANCE, RETENTION AND AUDIT OF RECORDS**

**A. Retention Period.** The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Engineer shall make the Records available at its office during the Contract period and for four years from the date of final payment under this Contract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

**B. Availability.** The Authority or any of its duly authorized representatives, the FHWA, the U. S. Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Engineer’s Records which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

**ARTICLE 25  
CIVIL RIGHTS COMPLIANCE**

**A. Compliance with Regulations to Implement Title VI of the Civil Rights Act of 1964.** During the performance of the Contract, the Engineer, for itself, its assignees and successors in interest, agrees as follows:

(1) Compliance with Regulations. The Engineer shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “Regulations”), relate to



nondiscrimination.

(2) Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Authority, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such Contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to: (a) withholding of payments to the Engineer under the Contract until the Engineer complies; and/or (b) cancellation, termination, or suspension of the Contract, in whole or in part.

(6) Incorporation of Provisions: The Engineer shall include the provisions of subparagraphs (A)(1) through (A)(6) of this Article 25 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Authority or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Authority to enter into such litigation to protect the interests of the Authority; and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

**B. Nondiscrimination in the Selection of Employees and Contractors.** The Engineer shall comply with the requirements set forth in Form FHWA-1273, attached as Attachment E (“Form 1273”).

## **ARTICLE 26 PATENT RIGHTS**

The Authority and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this Contract.

## **ARTICLE 27 COMPUTER GRAPHICS FILES**

The Engineer agrees to comply with Computer Graphics Files for Document and Information Exchange documentation as provided by the Authority.

## **ARTICLE 28 DISPUTES**

**A. Disputes Not Related to Contract Services.** The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services authorized herein. With respect to disputes among the Engineer and its subconsultants, the Engineer shall follow the procedure set forth in the first paragraph of Section 4.9 of the Project Manual.

**B. Disputes Concerning Work or Cost.** The Executive Director of the Authority shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, and his decision upon all claims, questions and disputes shall be final. The Engineer shall comply with the provisions of the second paragraph of Section 4.9 of the Project Manual in proceeding with such disputes.

## **ARTICLE 29 SUCCESSORS AND ASSIGNS**

The Engineer and the Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. The Engineer shall not assign, subcontract or transfer its interest in this Contract without the prior written consent of the Authority.

**ARTICLE 30  
SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 31  
PRIOR CONTRACTS SUPERSEDED**

This Contract, including all attachments, constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

**ARTICLE 32  
CONFLICT OF INTEREST**

**A. Representation by Engineer.** The undersigned Engineer represents that such firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the Authority or which in any way conflicts with the interests of the Authority. The Authority shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Authority's interests.

**B. Environmental Disclosure.** If the Engineer will prepare an environmental impact statement or an environmental assessment under this Contract, the Engineer certifies by executing this Contract that it has no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

**ARTICLE 33  
ENTIRETY OF AGREEMENT**

This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Contract shall be valid unless made in writing signed by both parties hereto; provided, however that the Authority shall be entitled to unilaterally make modifications to the Project Manual (Attachment D), which shall become a part of this Contract, so long as such modifications do not materially increase the Engineer's Scope of Work or cost related to this Contract.

**ARTICLE 34  
SIGNATORY WARRANTY**

The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Contract and that he or she

has full and complete authority to enter into this Contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the Authority to enter into this Contract.

**ARTICLE 35  
NOTICES**

All notices to either party by the other required under this Contract shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

<b>Engineer:</b>  Jimmy Robertson, AICP Jacobs Engineering Inc. 2705 Bee Cave Road, Suite 300 Austin, Texas 78746	<b>Authority:</b>  Wesley M. Burford, P.E. Director of Engineering Central Texas Regional Mobility Authority 301 Congress Ave, Suite 650 Austin, Texas 78701
----------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. 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 such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**ARTICLE 36  
BUSINESS DAYS AND DAYS**

For purposes of this Contract, “business days” shall mean any day the Authority is open for business and “days” shall mean calendar days.

**ARTICLE 37  
INCORPORATION OF PROVISIONS**

All attachments and exhibits attached to and referenced by this Contract are incorporated into this Contract as if fully set forth herein.

**ARTICLE 38  
PRIORITY OF DOCUMENTS/ORDER OF PRECEDENCE**

This Contract, and each of the Attachments (together, the “Contract Documents”), are an essential part of the agreement between the Authority and the Engineer, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete Contract. In the event of any

conflict among the Contract Documents or between the Contract Documents and other documents, the order of precedence shall be as set forth below:

- A. Supplemental Work Authorizations;
- B. Work Authorizations;
- C. Contract Amendments;
- D. This Contract (without Attachments A, B and D);
- E. Project Manual (Attachment D); and
- F. Services to be Provided by Engineer and Authority (Attachments A and B).

Additional details and more stringent requirements contained in a lower priority document will control unless the requirements of the lower priority document present an actual conflict with the requirements of the higher level document. Notwithstanding the order of precedence among Contract Documents set forth in this Article 38, in the event of a conflict within a Contract Document or set of Contract Documents with the same order of priority (including within documents referenced therein), the Authority shall have the right to determine, in its sole discretion, which provision applies.

**IN WITNESS WHEREOF**, the **Authority** and the **Engineer** have executed this Contract in duplicate.

**THE ENGINEER**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
Judd T. Willmann, P.E.  
\_\_\_\_\_  
Operations Manager  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
Mike Heiligenstein  
\_\_\_\_\_  
Executive Director  
\_\_\_\_\_  
(Date)

**Attachments and Exhibits to Contract for Engineering Services  
Incorporated into the Contract by Reference**

<b>Attachments</b>	<b>Title</b>
A	Services to Be Provided by the Authority
B	Services to Be Provided by the Engineer
C	Work Authorization and Supplemental Work Authorization
D	“MoPac South Project” Project Manual
E	Form FHWA 1273
H-FG	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions
H – FN	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions
<b>Exhibits</b>	<b>Title</b>
H – 1	Subprovider Monitoring System Commitment Worksheet
H – 2	Subprovider Monitoring System Commitment Agreement
H – 3	Monthly Progress Assessment Report
H - 4	Subprovider Monitoring System Final Report
H - 5	Federal Subproviders and Supplier Information

## **ATTACHMENT A**

### **SERVICES TO BE PROVIDED BY THE AUTHORITY**

The Authority shall perform and provide the following in a timely manner so as not to delay the Services to be provided by the Engineer:

1. Authorize the Engineer in writing to proceed.
2. Render reviews, decisions and approvals as promptly as necessary to allow for the expeditious performance of the Services to be provided by the Engineer.
3. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed-upon work schedule.
4. Provide the traffic engineering studies for the alternatives analysis, environmental analyses, and operations analysis for the schematic design.
5. Maintain the Projects Website.
6. Provide the Engineer with relevant data available to the Mobility Authority related to people, agencies and organizations interested in the proposed project.

## **ATTACHMENT B**

### **SERVICES TO BE PROVIDED BY THE ENGINEER**

The ENGINEER shall perform work generally consisting of alternatives development and evaluation, environmental studies, public involvement, preliminary engineering, design, field survey, hydraulic studies, and schematic development for the Central Texas Regional Mobility Authority's (Mobility Authority) proposed MoPac South Project and MoPac South Overpasses Project (Projects) located in Travis County, Texas. Work to be performed under this contract shall be in compliance with applicable environmental laws, rules and regulations governing the development of transportation projects including but not limited to 23 CFR 771, the Federal Highway Administration's (FHWA) Technical Advisory 6640.A, the Texas Department of Transportation's (TxDOT) Environmental and Public Involvement rules, and TxDOT and/or FHWA guidance in effect at the time of contract execution.

The MoPac South Project Limits are anticipated to extend from Cesar Chavez Street on the North to Slaughter Lane to the South and will include consideration of a park and ride location (proposed locations to be provided by Capital Metro). Limits for the MoPac South Overpasses Project are anticipated to be Davis Lane to the North and La Crosse to the South, and will include the consideration of overpasses at Slaughter Lane and La Crosse Avenue.

The ENGINEER shall complete the following tasks:

- A comprehensive investigation and documentation of appropriate environmental components
  - 1 Environmental Assessment (EA) – MoPac South Project
  - 1 Categorical Exclusion (CE) – MoPac South Overpass Project
- Development and evaluation of reasonable alternatives and recommendation of preferred alternative.
- Public involvement
- Design surveying
- Pertinent hydrologic and hydraulic engineering
- Traffic engineering and level of service analysis
- Development of a geometric schematic for the preferred alternative



**ATTACHMENT C**

**WORK AUTHORIZATION**

**C-1**

**WORK AUTHORIZATION NO. \_\_\_\_  
CONTRACT FOR ENGINEERING SERVICES**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 4 of the Contract for Engineering Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Authority) and Jacobs Engineering Group Inc. (the Engineer) dated \_\_\_\_\_.

**PART I.** The Engineer will perform engineering services generally described as \_\_\_\_\_ in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Engineer as well as the work schedule are further detailed in Exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

**PART II.** The maximum amount payable under this Work Authorization is \$ \_\_\_\_\_ and the method of payment is \_\_\_\_\_. This amount is based upon the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization. The basis for payment will be as follows: \_\_\_\_\_.

**PART III.** Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the appropriate sections of the Contract.

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the work, unless extended by a supplemental Work Authorization as provided in Article 4 of the Contract.

**PART V.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

**IN WITNESS WHEREOF**, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Mike Heiligenstein

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**LIST OF EXHIBITS**

- |                |                                                   |
|----------------|---------------------------------------------------|
| Exhibit A      | Scope of Services to be provided by the Authority |
| Exhibit B      | Scope of Services to be provided by the Engineer  |
| Exhibit C      | Work Schedule                                     |
| Exhibit D      | Fee Schedule/Budget                               |
| Attachment H-2 | DBE subprovider Form                              |

**ATTACHMENT C**

**C-2  
SUPPLEMENTAL WORK AUTHORIZATION NO. \_\_\_\_  
TO WORK AUTHORIZATION NO. \_\_\_\_  
CONTRACT FOR ENGINEERING SERVICES**

**THIS SUPPLEMENTAL WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 4 of the Contract for Engineering Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Authority) and \_\_\_\_\_ (the Engineer) dated \_\_\_\_\_.

The following terms and conditions of Work Authorization No. \_\_\_\_ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. \_\_\_\_ not hereby amended are to remain in full force and effect.

**IN WITNESS WHEREOF**, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Mike Heiligenstein

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**ATTACHMENT D**  
**MOPAC SOUTH PROJECT**  
**PROJECT MANUAL**

# Attachment D

## Central Texas Regional Mobility Authority MoPac South Project

### **Draft Project Manual**



**CENTRAL TEXAS  
Regional Mobility Authority**

**DRAFT March, 2013**

Prepared by:  
HNTB Corporation

Attachment D  
**MoPac South Project  
Project Manual**

- 1.0** Introduction
  - 1.1 Project Description
  - 1.2 Project Manual Purpose & Use
- 2.0** Team Organization
  - 2.1 Project Team
    - 2.1.1 CTRMA
    - 2.1.2 General Engineering Consultant
    - 2.1.3 TxDOT
    - 2.1.4 Specialty Consultants
    - 2.1.5 Environmental and Design Consultant
  - 2.2 Roles and Responsibility Matrix
  - 2.3 Team Members Contact Information
- 3.0** Contract Administration
  - 3.1 Contract Compliance
  - 3.2 Invoice Approval and Processing
    - 3.2.1 Invoice and Progress Report Format
    - 3.2.2 Invoice and Progress Report Submittal Process
  - 3.3 Supplemental Agreements
- 4.0** Communication and Coordination
  - 4.1 Communication Protocol
  - 4.2 Internal Communications
    - 4.2.1 CTRMA Coordination
    - 4.2.2 TxDOT Coordination
    - 4.2.3 Specialty Consultant Coordination
    - 4.2.4 Environmental and Design Consultant Coordination
    - 4.2.5 Deleted
  - 4.3 External Communications
  - 4.4 Meetings
    - 4.4.1 Production
    - 4.4.2 Design Coordination
    - 4.4.3 Environmental Coordination
    - 4.4.4 CTRMA Critical Issues
  - 4.5 Meeting Documentation

## Attachment D

- 4.5.1 Meeting Minutes
- 4.5.2 Action Items
- 4.6 Project Issues
- 4.7 Schedule Extension
- 4.8 Recovery Plans
- 4.9 Dispute Resolution
- 5.0** Quality Management
  - 5.1 QA/QC Procedures
  - 5.2 “Over The Shoulder” Reviews
- 6.0** Plan Submittal and Review Process
  - 6.1 Plan Submittals
  - 6.2 Submittal Process and Review Timeline
  - 6.3 Document Review
  - 6.4 Review Comments Resolution
- 7.0** CADD Standards
  - 7.1 File Structure
  - 7.2 Naming Convention

# Attachment D

## 1.0 Introduction

### 1.1 Project Description

The Central Texas Regional Mobility Authority (CTRMA) is proposing to conduct Environmental Studies for the MoPac South Project and MoPac South Overpass. Project Limits are anticipated to extend from Cesar Chavez Street on the North to Slaughter Lane to the South and will include consideration of a park and ride location (proposed locations to be provided by Capital Metro). Limits for the MoPac South Overpasses Project are anticipated to be Davis Lane to the North and La Crosse to the South, and will include the consideration of overpasses at Slaughter Lane and La Crosse Avenue.

The environmental study phase will include:

- A comprehensive investigation and documentation of appropriate environmental components
  - 1 Environmental Assessment (EA) – MoPac South Project
  - 1 Categorical Exclusion (CE) – MoPac South Overpass Project
- Development and evaluation of reasonable alternatives and recommendation of preferred alternative.
- Public involvement
- Design surveying
- Pertinent hydrologic and hydraulic engineering
- Traffic engineering and level of service analysis
- Development of a geometric schematic for the preferred alternative
- Traffic and Revenue Studies

### 1.2 Project Manual Purpose & Use

This Project Manual establishes the operational procedures, communication protocols and other guidelines that will be used in organizing, directing, and coordinating the resources required for the MoPac South Project. It also outlines the administrative and technical procedures to be utilized in managing the Project. All major services to be provided on the MoPac South Project are outlined in the Roles and Responsibility Matrix that can be found in a subsequent segment of this Manual.

Members of the Project Team, including the CTRMA, Texas Department of Transportation (TxDOT), General Engineering Consultant (GEC), Specialty Consultants, and Environmental and Design Consultant, are required to follow the guidelines set forth in this document. Segments of this document will be updated and distributed as needed throughout the project life.



## Attachment D

### 2.0 Team Organization

#### 2.1 Project Team

The MoPac South Project Team is comprised of staff from several agencies and firms. Staff from CTRMA, TxDOT, GEC, Specialty Consultants, and the Environmental and Design Consultant will all have to work effectively and efficiently together as a single team to ensure the successful delivery of the Project.

##### 2.1.1 CTRMA

The CTRMA is ultimately responsible for delivering the Project to the traveling public and will be the agency responsible for operating and maintaining the facility upon completion of construction. Due to limited resources, the CTRMA will rely on support services from TxDOT, GEC, Specialty Consultants, and the Environmental and Design Consultant to assist with the delivery of the Project.

##### 2.1.2 General Engineering Consultant

HNTB Corporation serves as the GEC providing overall management and administrative services to the CTRMA in the development of the MoPac South Project. In this capacity, the GEC will serve as an extension of CTRMA's staff and will be the agent through whom all communication is carried out between the CTRMA and TxDOT, the Specialty Consultants, and the Environmental and Design Consultant. The GEC is authorized by the CTRMA to provide the management and technical direction for this Project on behalf of the CTRMA, and all the technical and administrative provisions for this Project will be managed by the GEC. The Specialty and Environmental and Design Consultants shall comply with all of the GEC's directives. The GEC's responsibilities include ensuring that the Project is progressing according to the Project Schedule, to coordinate work activities, monitor progress, and review environmental documents and design drawings.

##### 2.1.3 TxDOT

TxDOT will support CTRMA by providing resources and expertise to assist with the development and delivery of the Project. Services will include design oversight and review, approvals, and auditing responsibilities as required for the Project.

##### 2.1.4 Specialty Consultants

Specialty Consultants will be retained by CTRMA to provide specialized services. These services might include public involvement, traffic analysis, and right of way acquisition depending on the various needs of the Project.

##### 2.1.5 Environmental and Design Consultant

The Environmental and Design Consultant will be retained by CTRMA to provide specialized services for the development of environmental studies and schematic design. The Environmental and Design Consultant is responsible for delivering a quality product on schedule and within budget.

## Attachment D

### 2.2 Roles and Responsibility Matrix

**Table 2-1** outlines the general work activities and responsibilities of the CTRMA, TxDOT, GEC, Specialty Consultants, and the Environmental and Design Consultant. The lead responsibility for the completion of a work task is defined as Primary Responsibility (P). Other roles are recognized for Approval (A), Oversight (O), Coordination (C), and Review (R). The following Roles and Responsibility Matrix provides a general overview of the roles and responsibilities of the MoPac South Project Team.

**Table 2-1 - Draft**  
MoPac South Project - Responsibility Assignment Matrix

Work Activity	CTRMA	TxDOT	GEC	Specialty Consultant	Env and Design Consultant
<b>Contract Administration</b>					
Contract Administration	A	R	P		
Invoice Approval and Processing	A	R	P		
<b>Project Management</b>					
Project Management/Coordination	A	C	P	C	C
Progress Reports	A	C	C	C	P
Schedules	A	C	C	C	P
Recovery Plans	A	C	P	C	P
Project Documentation	A	C	O	C	P
Filing System	A	C	O	C	P
<b>Communication and Coordination</b>					
<b>Internal Communications</b>					
CTRMA Coordination			P		
TxDOT Coordination	P		P		
Specialty Consultant Coordination	C		P	C	
Env Design Consultant Coordination	C		P		C
<b>External Communications</b>					
<b>Meetings</b>					
Production	C	C	O,R	C	P
Design Coordination	C		O,R	C	P
Environmental Coordination	C	C	O,R	C	P
CTRMA Critical Issues	C	C	P	C	C
Dispute Resolution	A	C	P	C	C
<b>Design</b>					
Design Coordination	C	C	C	C	P
Operational Analysis	A	R	O, R	P	C
<b>Environmental</b>					
Environmental Coordination	C	C	C	C	P
Document Preparation	A	R	O,R	C	P
Agency Coordination	A	C	O	C	P
Public Involvement	A	R	O,R	C	P
<b>Quality Management</b>					
QA/QC Procedures	A		O,R	P	P
Design and Document Review	A	R	O,R	C	C
"Over The Shoulder" Reviews		R	P		
<b>KEY: P = Primary Responsibility A = Approval O = Oversight C = Coordination R = Review</b>					

## Attachment D

### 2.3 Team Members Contact Information

**Table 2-2** provides a listing of all team members with their name, telephone number, and e-mail address.

**Table 2-2**  
MoPac South Project - Team Members Contact List

<b>Discipline/Role</b>	<b>Name</b>	<b>Organization</b>	<b>E-mail</b>	<b>Work Phone</b>	<b>Cell Phone</b>
<b>CTRMA</b>					
Director of Engineering	Wes Burford	CTRMA	<a href="mailto:wburford@ctrma.org">wburford@ctrma.org</a>	(512)996-9778	(512)913-4478
Director of Operations	Tim Reilly	CTRMA	<a href="mailto:treilly@ctrma.org">treilly@ctrma.org</a>	(512)996-9778	
Director of Communications	Steve Pustelnyk	CTRMA	<a href="mailto:spustelnyk@ctrma.org">spustelnyk@ctrma.org</a>	(512)996-9778	(512)680-9997
Director of Community Development	Mario Espinoza	CTRMA	<a href="mailto:mespinoza@ctrma.org">mespinoza@ctrma.org</a>	(512)996-9778	
General Counsel	Andrew Martin	CTRMA	<a href="mailto:nielson@ctrma.org">nielson@ctrma.org</a>	(512)996-9778	
<b>GEC</b>					
GEC Program Manager	Heather Reavey	HNTB	<a href="mailto:Hreavey@hntb.com">Hreavey@hntb.com</a>	(512)691-2217	
GEC Project Manager	Loretta Schietinger	HNTB	<a href="mailto:lschietinger@hntb.com">lschietinger@hntb.com</a>	(512) 691-2220	(512) 563-3644
Program Support	Michelle Dippel	HNTB	<a href="mailto:Mdippel@hntb.com">Mdippel@hntb.com</a>	(512)691-2228	(512) 539-6909
Program Support	Mark Cissell	HNTB	<a href="mailto:mcissell@hntb.com">mcissell@hntb.com</a>	(512)691-2229	(512) 410-9561
Program Support	Elizabeth Story	HNTB	<a href="mailto:estory@hntb.com">estory@hntb.com</a>		
<b>TxDOT Environmental</b>					
Project Manager	Stacey Benningfield	TxDOT Austin District	<a href="mailto:Stacey.Benningfield@txdot.gov">Stacey.Benningfield@txdot.gov</a>	(512)832-7369	
<b>Environmental Consultant</b>					
Project Manager	Jimmy Robertson	Jacobs	<a href="mailto:Jim.Robertson@jacobs.com">Jim.Robertson@jacobs.com</a>	(512)732-7581	(512) 241-9806
Public Involvement Task Leader	Robena Jackson	Group Solutions RJW	<a href="mailto:rj@groupsolutionsrjw.com">rj@groupsolutionsrjw.com</a>	(512)448-4459	
Hydrology & Hydraulics Task Leader	Joe Skidmore	K Friese & Associates	<a href="mailto:jskidmore@kfriese.com">jskidmore@kfriese.com</a>	(512)338-1704	
Schematic Design Task Leader	Bryan Copeland	Jacobs	<a href="mailto:Bryan.Copeland@jacobs.com">Bryan.Copeland@jacobs.com</a>	(214)920-8123	
Survey Task Leader	Jeff Curci	Jacobs	<a href="mailto:Jeff.Curci@jacobs.com">Jeff.Curci@jacobs.com</a>	(512)314-3189	
<b>Traffic Consultant</b>					
T&R	Christopher Mwalwanda	CDM Smith	<a href="mailto:mwalwandace@cdmsmith.com">mwalwandace@cdmsmith.com</a>	512.652.5355	512.944.9980

### **3.0 Contract Administration**

The GEC will perform administrative services as spelled out in the Contracts between CTRMA and the individual Environmental and Design Consultant. The GEC will administer the Contracts to confirm that the terms are met. The GEC will verify that any modifications to the Contracts, such as time extensions and Supplemental Agreements are necessary and conform to the original Contract. Administrative procedures to be followed by the Environmental and Design Consultant in reporting, invoicing, and submitting documents are described in this Project Manual.

#### **3.1 Contract Compliance**

The GEC will monitor Specialty Consultants and Environmental and Design Consultant's work and progress for compliance with the Contract. This will include coordination meetings as required to discuss the Project and work progress, formal reviews of the contract plans and specifications, as described in this Project Manual, and other reasonable, intermittent reviews as deemed necessary by the GEC.

#### **3.2 Invoice Approval and Processing**

Specialty Consultants and Environmental and Design Consultants and their subconsultants shall prepare and submit monthly invoices and project report information as defined below. All subconsultants shall prepare and submit their invoices on the same billing cycle as the prime Specialty or Environmental and Design consultant, and in the event that the cycles are not concurrent, a detailed explanation will be submitted to the GEC Manager.

##### **3.2.1 Invoice and Progress Report Format**

The invoice and progress report format will contain the information and backup documentation as follows:

- Original signature of appropriate personnel of the Consultant
- Dates of the billing period
- Past months activities and accomplishments
- Pending issues and decisions
- Problem areas and recommended corrective actions
- Next month's planned activities
- Current period budget status summary (showing task percent complete vs. cost percent complete per task)
- Job to date Budget status summary (showing task percent complete vs. cost percent complete per task)
- Total amount of Work Authorization spent to date
- Total amount of Work Authorization spent in current period
- DBE utilization payout curve

- Schedule update (GANTT chart showing baseline schedule vs. actual schedule)

A sample format in electronic format will be provided to the Consultants for their use.

### 3.2.2 Invoice and Progress Report Submittal Process

The protocol for invoice and progress report submittal, review, and approval will be as follows:

- The invoice and progress report shall be submitted to CTRMA no later than the 10<sup>th</sup> day of each calendar month;
- In the event that invoices are not submitted on a monthly basis, a monthly submittal of the progress report information will be required nevertheless;
- The CTRMA or GEC Manager will review the invoices for supporting documentation, compliance with the Contract, and consistency with the submitted progress report;
- The invoice will either be recommended for approval by CTRMA or GEC Manager, or the CTRMA or GEC Manager will return it to the Specialty or Environmental and Design Consultant for required correction; and
- Upon satisfactory review of the invoice, the CTRMA will submit it to the CTRMA CFO for payment.

### 3.3 Supplemental Agreements

In the event that a substantial change in the Scope of Services is deemed necessary for the satisfactory completion of the Project, the Consultant should immediately contact the GEC Manager. The Consultant shall submit to the GEC Manager written justification presenting the facts of the work authorization and demonstrating how the work authorization constitutes supplementary work. If the change in Scope of Services constitutes a change in fee, the Consultant shall also submit a revised schedule and detailed cost proposal. A change in cost is considered only in the case of a change in the Scope of Services. The GEC Manager shall analyze the proposed justification, work hour estimate and cost. Upon approval of the need, the GEC Manager shall negotiate the Supplemental Agreement scope and/or fee between CTRMA and the Specialty or Environmental and Design Consultant, and then process the final Supplemental, subject to final approval by the CTRMA.

## **4.0 Communication and Coordination**

### 4.1 Communication Protocol

The MoPac South Project will involve several firms and public agencies, along with CTRMA, TxDOT, and the GEC. With such a diverse group, it is essential that communication be well-coordinated, timely and well documented.

### 4.2 Internal Communications

The GEC will serve as the agents for communication that is carried out between CTRMA, TxDOT, Specialty Consultants, and the Environmental and Design Consultant. To ensure that all electronic communications are addressed efficiently, all emails from the Environmental and Design Consultant or Specialty Consultants should be sent to the GEC Manager and the GEC Program Support Team as identified in the Organization Chart.

#### 4.2.1 CTRMA Coordination

One of the GEC's primary roles is to serve as an extension of CTRMA staff to manage and coordinate the development of the MoPac South Project. Therefore, the GEC will coordinate directly with CTRMA. The Specialty Consultants, Environmental and Design Consultant, and TxDOT shall coordinate with the CTRMA through the GEC in regards to the Project.

#### 4.2.2 TxDOT Coordination

TxDOT will provide resources to the CTRMA to assist with the development of the Project and therefore, will be responsible for management, coordination, and production of activities as required. As an extension of CTRMA staff, the GEC will coordinate with TxDOT during the development of the Project.

#### 4.2.3 Specialty Consultant Coordination

The GEC will coordinate with all Specialty Consultants on behalf of CTRMA. The Environmental and Design Consultant shall not communicate directly with a Specialty Consultant unless directed to do so by the GEC. Written summaries of all such contacts by the Environmental and Design Consultant shall be provided to the GEC Manager and the GEC Program Support Team.

#### 4.2.4 Environmental and Design Consultant Coordination

The Environmental and Design Consultant shall manage and coordinate the environmental study and preliminary design efforts for the Project. The GEC shall monitor and report to the CTRMA on the performance and progress of these efforts, and will work to achieve a quality project within schedule and budget.

#### 4.2.5 Deleted

### 4.3 External Communications

There will be occasions when communications fall outside the Project Team. Members of the public, media, or public officials may contact CTRMA, TxDOT, GEC, Specialty Consultant, or Environmental and Design Consultant personnel for project information. No team member should provide any project-related information to the public, media, or public officials unless instructed to do so.

It is critical that contacts from these groups be managed to ensure that every question is appropriately answered and documented. For that reason, all written and verbal communications from members of the public, media, and public officials shall be IMMEDIATELY referred to:

**Mr. Steve Pustelnyk**  
Director of Communications  
CTRMA  
301 Congress Avenue, Suite 650  
Austin, Texas 78701  
Work Phone: (512)996-9778  
Cell Phone: (512)680-9997  
Fax: (512)996-9784  
E-mail: [spustelnyk@ctrma.org](mailto:spustelnyk@ctrma.org)

#### 4.4 Meetings

In order to effectively manage and coordinate the MoPac South Project, routine coordination meetings will be conducted throughout the implementation of the Project with attendees varying depending on the purpose of the meeting. The following meetings will be conducted:

##### 4.4.1 Production

Production Meetings will be held on a monthly basis for the purpose of reporting on the project status. The meeting will be facilitated by the GEC with the Project Manager reporting on the status of their respective projects.

Attendees should include, but not be limited to TxDOT/CTRMA Liaison, CTRMA, TxDOT staff, GEC staff, Environmental and Design Consultant, and Specialty Consultant staff.

##### 4.4.2 Design Coordination

Design Coordination Meetings are to be held on a bi-weekly basis to discuss progress, discuss issues, develop resolutions to issues, and ensure that information is coordinated to and from the other disciplines. The meeting will be facilitated by the GEC.

Attendees should include the TxDOT/CTRMA Liaison, GEC, Design Manager and Environmental and Design Consultant staff.

##### 4.4.3 Environmental Coordination

Environmental Coordination Meetings are to be held on a bi-weekly basis to discuss progress of environmental document preparation, discuss issues, develop resolutions to issues, and ensure that information is coordinated to and from the other disciplines. The meeting will be facilitated by the GEC.



Attendees should include the TxDOT/CTRMA Liaison, TxDOT Environmental staff, GEC, and Environmental and Design Consultant staff.

#### 4.4.4 CTRMA Critical Issues

The GEC will facilitate Critical Issues meetings as required with CTRMA to keep the CTRMA apprised of issues critical to the implementation of the Project.

Attendees will include CTRMA, TxDOT/CTRMA Liaison, and GEC.

### 4.5 Meeting Documentation

#### 4.5.1 Meeting Minutes

The GEC will be responsible for assigning an individual to document all meetings with the development and distribution of Meeting Minutes.

#### 4.5.2 Action Items

The GEC will be responsible for assigning an individual to document and distribute all Action Items to each of the meeting attendees. The Action Items will include:

- Description of the task
- Responsible party
- Date committed in the meeting for completing the task

### 4.6 Project Issues

Due to the importance of adhering to the Project Schedule, it is imperative that project issues be escalated quickly in order to facilitate expedited resolutions. Specialty and Environmental and Design Consultants should notify the GEC Manager immediately of any issues that potentially impact progress on a project.

### 4.7 Schedule Extension

As soon as the Specialty or Environmental and Design Consultants anticipate a deviation from the baseline schedule, the Consultant shall promptly notify the GEC Manager. If the Consultant anticipates a time extension, the Consultant shall submit to the GEC Manager a request for a time extension. The GEC Manager shall review the request, giving careful consideration to any impact the time may have on the Project Schedule and to the circumstances which led to the request for additional time. At the completion of the review, the GEC Manager will submit a written recommendation concerning the request for additional time to CTRMA for approval.

### 4.8 Recovery Plans

Should there be any deviation from the baseline critical path schedule, the GEC Manager will develop a Recovery Plan outlining options and a recommendation

that will enable the Project to maintain the previously established baseline schedule. The GEC Manager will evaluate the plan and submit it to CTRMA for review. Once approved by CTRMA, the revised activities or process will be incorporated into the Master Project Schedule.

#### 4.9 Dispute Resolution

In the event that the Environmental and Design Consultant or Specialty Consultant has a dispute, the Consultant shall first try to resolve the dispute at the lowest level practical. In the event that an agreement cannot be reached, the Consultant may schedule a meeting with the GEC Manager. If an agreement cannot be reached at this level, then a meeting will be scheduled with the CTRMA and GEC Manager, so the Consultant can present its case. CTRMA's decision in the matter will be final. In no case will the Consultant go directly to CTRMA with a dispute.

### 5.0 Quality Management

#### 5.1 QA/QC Procedures

All team members involved in the preparation of studies, reports, data collection, and engineering drawings shall have established QA/QC procedures and shall conform to those procedures during the life of the Project. Engineering drawings, calculations, and cost estimates prepared by the Specialty Consultants and the Environment and Design Consultant are to be thoroughly reviewed and checked before submittal to the GEC or CTRMA for review. The input data and parameters, as well as the output of computer generated calculations and cost estimates are to be checked. In addition to the checking of plans and calculations, the results are to be reviewed for reasonableness.

Studies, reports and conceptual designs are unique, and require a "peer" type of quality control review throughout production. The products must be prepared and reviewed by experienced professional staff to verify that the methods, procedures, assumptions, theories, conclusions and recommendations are appropriate.

The Environmental and Design Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this Project and shall check all such material accordingly. The plans will be reviewed by the GEC and TxDOT for conformity with the CTRMA's procedures and the terms of the Project, as well as continuity with adjacent design segments.

To ensure that adequate procedures will be employed to provide quality products and uniformity, Consultants will submit for approval its proposed QA/QC Plan to be used on this program. CTRMA will provide independent QA/QC audits to verify project compliance with this plan. The Consultants shall have a quality control plan in effect during the entire time work is being performed under this Project.

Letters of transmittal of plans, studies and reports to the CTRMA or the GEC will contain a statement that these products have been checked and/or reviewed in conformance with their approved QA/QC Plan.

## 5.2 “Over The Shoulder” Reviews

The GEC and the TxDOT/CTRMA Liaison shall visit the Consultants’ offices as required to monitor production, observe document and plan preparation, and to resolve issues in a timely manner.

## 6.0 Document Submittal and Review Process

### 6.1 Preliminary Design and Environmental Document Submittals

The GEC and TxDOT will concurrently review submittals and project documents at key stages of development for compliance with the accepted engineering practice. The GEC and TxDOT will check subsequent revisions to submittals and project documents to ensure all comments have been adequately addressed. The Consultant will retain complete responsibility for the accuracy and adequacy of documents.

Documents will be reviewed for conformance to:

- The scope of work
- Project design criteria and design manuals
- CTRMA Policies
- TxDOT Policies
- Applicable regulations
- Accuracy and completeness of the design or document
- Constructability and maintainability requirements
- Cost-effective design
- Incorporation of previous comments on the documents

Documents will be reviewed for the following deficiencies:

- Missing data
- Inappropriate or improper design
- Inadequate coordination
- Mislabeled information
- Mis-referenced data
- Misspelled words

### 6.2 Document Review

The GEC Manager will distribute the plans to the GEC discipline reviewers and TxDOT following acceptance of the submittal.

The reviewers will document their comments in a tabular format which includes the following information:

- Reviewer Name
- Discipline Reviewed
- Comment Number
- Comment

The comments will be written using the following guidelines:

- The comment should be worded to provide guidance
- If possible, the comments will be statements and not questions
- TxDOT and the GEC will comment on the plans, or items on the plans, that need clarification, revision or correction
- All comments will be made with the appropriate stage of plan preparation in mind

Once the GEC Manager has received all review comments, they are consolidated into one set of comments, assuring that no conflicts or ambiguities exist between the comments from TxDOT and the GEC discipline reviewers. The consolidated review comments will be furnished to the Consultant within ten (10) working days of the submittal approval.

### 6.3 Review Checklists

Items essential to preliminary design and environmental document preparation may be reviewed utilizing checklists. Checklists that are used will be provided to the Environmental and Design Consultant and should be used as a general guideline.

### 6.4 Review Comments Resolution

The Environmental and Design Consultant will have five (5) working days to respond to the reviewers' comments in tabular format. The responses will be in the form of "agree" or "disagree". Should the Design Consultant "disagree" with a comment, an explanation should be included to document a reason for the "disagreement".

Following the Environmental and Design Consultant's response to comments, a dispute resolution meeting will be conducted to discuss the review comments.

## 7.0 CADD Standards

### 7.1 File Structure

The directories shown below represent the minimum amount of information required to archive projects but they do not limit the Environmental and Design Consultant from creating additional subdirectories under these headings to store

additional project data. Care should be taken to assure this minimum structure on the archive CDs.

<u>Directory</u>	<u>Types of data</u>
Design	All .DGN files – Mapping, Sheet Files, Master Design Files, dat files .gpk files, .prj files, design cross section files, etc.
Hydraulics Drainage	Input & Output Culvert Analysis, Bridge Analysis
Electrical	Electrical input and output files, correspondence, everything except .dgn files
Signing	Signing input and output files, correspondence, everything except .dgn files
Standards	All Standard Sheets used for the Job
Construction	Field change documentation except for .dgn files.

## 7.2 Naming Convention

For those files within the “design” subdirectory, a standard naming convention shall be followed. File names should appear on all plan sheets produced for the Project. The file naming convention will be as shown below. Not all plan sets will include all of the listed sheets.

<u>Sheet File Type</u>	<u>Naming Convention</u>
Title Sheet	abcTTLwxyz.DGN
Supplemental Index	abcINDXwxyz.DGN
General Notes & Spec. Data	abcGNOTwxyz.DGN
Estimate & Quantities	abcE&Qwxyz.DGN
Consolidated Summaries	abcSUMwxyz.DGN
Horizontal and Vertical Control	abcHVCwxyz.DGN
Project Layout	abcPRJLOWxyz.DGN
Typical Sections	abcTYPwxyz.DGN
Traffic Control Plans	abcTCPwxyz.DGN
Horizontal Alignment Data	abcHADwxyz.DGN
Bench Mark Data	abcBMwxyz.DGN
Table of Cross Slopes	abcCSwxyz.DGN
Plan & Profile Sheets	abcPPwxyz.DGN
Landscape Sheets	abcLANDwxyz.DGN
Irrigation Sheets	abcIRRIwxyz.DGN
Detail Sheets (any)	abcDETwxyz.DGN
Drainage Area Maps	abcDAwxyz.DGN
Hydraulic Data Sheets	abcHDwxyz.DGN
Storm Sewer Plan & Profiles	abcSSwxyz.DGN
Culvert Cross Sections	abcCULwxyz.DGN
Water Quality Facilities	abcWQwxyz.DGN
Retaining Wall Sheets	abcRETwxyz.DGN
Bridge Layouts	abcBRwxyz.DGN
Bridge Quantities/Bearing Seat Info	abcBRQUANwxyz.DGN
SW3P Info Sheet	abcSW3Pwxyz.DGN
Erosion Control (Temp & Perm)	abcECwxyz.DGN
Signing Layouts	abcSIGNwxyz.DGN
Pavement Markers (incl. Delineation)	abcPMLowxyz.DGN
Signalization Sheets (includes electrical service sheets)	abcSIGwxyz.DGN
Illumination Sheets	abcILLIwxyz.DGN
Roadway Cross Sections	abcXS.DGN
Master Design File	abcMDFwxyz.DGN
Alignment File	abcALNwxyz.DGN

Where “abc” will be use to describe the Facility Name, the user should use the Facility Name to identity the files as follows:

- “abc” for MoPac South should be MSP

Where “wxyz” will be use to describe the Roadway Segment number, if applicable, and the file number (i.e. “wx” = 01 for Roadway Segment 1 and “yz” = 01 for file number 1). The file number could be expanded to 02, 03 when additional files are needed.

The files name preferably should be all capital letters. The following are sample file names that may be used for this Project:

<u>File Name</u>	<u>Description</u>
MSPATTL0101.DGN	MSP Title Sheet, Segment 1, File 1
MSPPAV0101.DGN	MSP Proposed Pavement file, File 1
MSPALN0101.DGN	MSP Horizontal Alignments file, File 1
MSPPP0102.DGN	MSP Plan and Profile sheet, File 2

**ATTACHMENT E**  
**MOPAC SOUTH PROJECT**  
**FORM FHWA-1273**



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

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

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

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT H**  
**INSTRUCTIONS**  
**DBE PARTICIPATION**

The following pages contain five (5) different Exhibits to Attachment H (inclusive of Attachment H-FG and H-FN) covering participation of DBE providers and subproviders. The correct form to use is determined by whether or not a DBE goal has been set for the contract. The following pages contain separate reporting forms for federally funded DBE participation. **Select the forms that are appropriate for your contract and delete the rest along with these instructions from the final contract.**

<b>Federally Funded Contracts</b>
<p><b>Attachment H-FG, Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts</b></p> <ul style="list-style-type: none"><li>◆ This provision is applicable to federally funded contracts with assigned DBE goals.</li><li>◆ The appropriate forms for this provision are Exhibits H-1, H-2, H-3 , H-4 and H-5. A copy of each form is required in the contract.</li><li>◆ Note: if the contract requires work authorizations, a completed Exhibit H-2 will be required with each Work Authorization, if a DBE will be performing work. If a non-DBE subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.</li><li>◆ Exhibit H-3 must be submitted monthly to the Authority even if there is no invoice being submitted or subcontracting to report.</li><li>◆ Exhibit H-3 must be submitted with each invoice to the appropriate agency contact for payment.</li></ul>
<p><b>Attachment H-FN, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts</b></p> <ul style="list-style-type: none"><li>◆ This provision is applicable to federally funded contracts with no DBE goal assigned.</li><li>◆ If no subcontractors will be used, the appropriate forms for this provision are Exhibits H-3 and H-5. A copy of each form is required in the contract.</li><li>◆ Note: If subcontractors are used, the required forms would be Exhibits H-1, H-2, H-3, H-4 and H-5. A copy of each form is required in the contract.</li><li>◆ Exhibit H-3 must be submitted monthly to the Authority even if there is no invoice being submitted or subcontracting to report.</li><li>◆ Exhibit H-3 must be submitted with each invoice to the appropriate agency contact for payment.</li></ul>
<p><b>Exhibit H-3, Texas Department of Transportation/Authority Subprovider Monitoring System for Federally Funded Contracts. This is a Monthly Progress Assessment Report.</b></p> <ul style="list-style-type: none"><li>◆ Required for all federally funded contracts.</li><li>◆ This form is required monthly and must be submitted to the Authority even if there is no invoice being submitted or subcontracting to report.</li><li>◆ This form must be submitted with each invoice to the appropriate agency contact for payment.</li></ul>
<p><b>Exhibit H-5, Federal Subprovider and Supplier Information</b> Required for all federally funded contracts.</p>

## ATTACHMENT H-FG

### Disadvantaged Business Enterprise (DBE) for Federal-Aid Professional or Technical Services Contracts Special Provision

- 1) **PURPOSE.** The purpose of this attachment is to carry out the U.S. Department of Transportation's ("DOT") policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for DOT assisted contracts.
  
- 2) **POLICY.** It is the policy of the DOT, the Central Texas Regional Mobility Authority (the "Authority") and the Texas Department of Transportation (the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program ("DBE Program"), shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. The Authority and the Department previously entered into a Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Opportunity Program by the Central Texas Regional Mobility Authority (the "MOU") dated effective February 1, 2007. The MOU provides that the CTRMA has adopted the Department's DBE Program with the consent of the Federal Highway Administration for contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the Department's DBE Program, apply to this contract as follows:
  - a. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the Department's DBE Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.
  - b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.
  - c. When submitting the contract for execution by the Authority, the Provider must complete and furnish Exhibit H-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Exhibit H-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Exhibit H-1 is required at the time of submitting the contract for execution by the Authority. Exhibit H-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work. Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the Authority. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.
  - d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result; in termination of the contract by the Authority; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Provider, not as a penalty but as liquidated damages to the Authority; or such other remedy or remedies as the Authority deems appropriate.

3) **DEFINITIONS.**

- a. “Authority” means the Central Texas Regional Mobility Authority.
- b. “Department” means the Texas Department of Transportation (TxDOT).
- c. “Federal-Aid Contract” is any contract between the Authority and a Provider which is paid for in whole or in part with U. S. Department of Transportation (“DOT”) financial assistance.
- d. “Provider” is any individual or company that provides professional or technical services.
- e. “DBE Joint Venture” means an association of a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.
- f. “Disadvantaged Business Enterprise” or “DBE” means a firm certified as such by the Department in accordance with 49 CFR Part 26 and listed on the Department’s website under the Texas Unified Certification Program.
- g. “Good Faith Effort” means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
- h. “Race-neutral DBE Participation” means any participation by a DBE through customary competitive procurement procedures.
- i. “DBE Liaison” shall have the meaning set forth in Section 5.e. herein.

4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise participation in the work to be performed under this contract is 12.7% of the contract amount. This goal is established in accordance with the provisions of the MOU.

5) **PROVIDER’S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Authority.

- a. A Provider who cannot meet the contract goal, in whole or in part, shall document the “Good Faith Efforts” taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - (1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.

- (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.
- (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.
- (5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- (7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.
- (8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
- (9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- (10) If the Department's Director of the Business Opportunity Programs Office or the Authority's DBE Liaison determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Department or the Authority, as appropriate.

NOTE: The Provider must not cause or allow subproviders to bid their services.

- b. The preceding information shall be submitted directly to the Chair of the Consultant Selection Team responsible for the project.
- c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority that the originally designated DBE was not able or willing to perform.



- d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Exhibit H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Authority. The Authority may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.
- e. The Provider shall designate a DBE liaison officer (“DBE Liaison”) who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.
- f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

- a. The Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts. Under the terms of the MOU, only DBEs certified as eligible to participate on Department roadway construction projects and listed on the Department’s website under the Texas Unified Certification Program are eligible to participate on Authority roadway construction projects.
- b. This certification will be accomplished through the use of the appropriate certification schedule contained in the Department’s DBE program and adopted by the Authority under the terms of the MOU.
- c. The Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Department’s Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at:  
[http://www.dot.state.tx.us/services/business\\_opportunity\\_programs/tucp\\_dbe\\_directory.htm](http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm) .
- d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

- 7) **DETERMINATION OF DBE PARTICIPATION.** A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work

involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority.

8) **RECORDS AND REPORTS.**

- a. After submission of the initial commitment reported (Exhibit H-1), required by Section 2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Exhibit H-3), after contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent monthly to the Authority as provided in Section 8.b. below and should also be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported. These reports will be required until all subprovider activity is completed.** The Authority may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.
- b. DBE subproviders should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.
- c. All such records must be retained for a period of four (4) years following final payment or until any investigation, audit, examination, or other review undertaken during the four (4) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority, the Department or the DOT.
- d. Prior to receiving final payment, the Provider shall submit a Final Report (Exhibit H-4), detailing the DBE payments. The Final Report is to be sent to the Authority and one (1) copy is to be submitted with the Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.

- 9) **COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the Authority and/or the Department will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of Monthly Progress Assessment Reports (Exhibit H-3), submitted to the Authority by the Provider indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted by the Authority or the Department. The Monthly Progress Assessment Report (Exhibit H-3) must be submitted at a minimum monthly to the Authority, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Provider

shall immediately contact the Authority in writing if he/she withholds or reduces payment to any DBE subprovider.

- (1) A DBE firm is paid but does not assume contractual responsibility for performing the service;
- (2) A DBE firm does not perform a commercially useful function;
- (3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;
- (4) Payment is made to a broker or a firm with a brokering-type operation; or
- (5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

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

12/06

## ATTACHMENT H-FN

### **Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts Special Provision**

It is the policy of the DOT, the Central Texas Regional Mobility Authority (the "Authority") and the Texas Department of Transportation (the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program ("DBE Program"), shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds and it is the DOT's policy that a maximum feasible portion of the Department's and the Authority's overall DBE goal be met using race-neutral means. The Authority and the Department previously entered into a Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Opportunity Program by the Central Texas Regional Mobility Authority (the "MOU") dated effective February 1, 2007. The MOU provides that the CTRMA has adopted the Department's DBE Program with the consent of the Federal Highway Administration for contracts financed in whole or in part with Federal funds. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Provider will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with federal funds. Race-Neutral DBE participation on projects with no DBE goal should be reported on the Exhibit H-3 Form. Payments to DBEs reported on Exhibit H-3 are subject to the following requirements:

#### **DETERMINATION OF DBE PARTICIPATION.**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces must be reported as race-neutral DBE participation. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work should not be reported unless the subcontractor is itself a DBE.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider must report a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority.

The Provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by the Authority or other such remedy as the Authority deems appropriate.

**EXHIBIT H-1**

**Central Texas Regional Mobility Authority  
Subprovider Monitoring System  
Commitment Worksheet**

Contract #: \_\_\_\_\_ Assigned Goal: \_\_\_\_ Federally Funded \_\_\_\_\_ State Funded \_\_\_\_\_

Prime Provider: Jacobs Engineering Group Inc. \_\_\_\_\_ Total Contract Amount: \$ \_\_\_\_\_

Prime Provider Info: DBE \_\_\_ HUB \_\_\_ Both \_\_\_

Vendor ID #: \_\_\_\_\_ DBE/HUB Expiration Date: \_\_\_\_\_

(First 11 Digits Only)

*If no subproviders are used on this contract, please indicate by placing "N/A" on the 1<sup>st</sup> line under Subproviders.*

Subprovider(s) (List All)	Type of Work	Vendor ID # (First 11 Digits Only)	D=DBE H=HUB	Expiration Date	\$ Amount or % of Work *
<b>Subprovider(s) Contract or % of Work* Totals</b>					

\*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE or HUB Commitment Dollars

Total DBE or HUB Commitment Percentages of Contract  
(Commitment Dollars and Percentages are for Subproviders only)

**EXHIBIT H-2**

**Central Texas Regional Mobility Authority  
Subprovider Monitoring System Commitment Agreement**

This commitment agreement is subject to the award and receipt of a signed contract from the Central Texas Regional Mobility Authority. **NOTE: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: \_\_\_\_\_ and attach with the work authorization or supplemental work authorization.**

Contract #: \_\_\_\_\_ Assigned Goal: \_\_\_\_\_ % Prime Provider: \_\_\_\_\_

Work Authorization (WA)#: \_\_\_\_\_ WA Amount: \_\_\_\_\_ Date: \_\_\_\_\_

Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_

Revised WA Amount: \_\_\_\_\_

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
<b>Total Commitment Amount (Including all additional pages.)</b>	\$ _____

**IMPORTANT:** The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

<b>Provider Name:</b> <b>Address:</b> <b>Phone # &amp; Fax #:</b> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <div style="display: flex; justify-content: space-between;"> <span>_____</span> <span>_____</span> </div> <div style="display: flex; justify-content: space-between;"> <span><b>Signature</b></span> <span><b>Date</b></span> </div>
<b>DBE/HUB Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone # &amp; Fax #:</b> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <div style="display: flex; justify-content: space-between;"> <span>_____</span> <span>_____</span> </div> <div style="display: flex; justify-content: space-between;"> <span><b>Signature</b></span> <span><b>Date</b></span> </div>
<b>Second Tier Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone # &amp; Fax #:</b> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <div style="display: flex; justify-content: space-between;"> <span>_____</span> <span>_____</span> </div> <div style="display: flex; justify-content: space-between;"> <span><b>Signature</b></span> <span><b>Date</b></span> </div>
<b>VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).</b>	





**EXHIBIT H-4**

**Central Texas Regional Mobility Authority  
Subprovider Monitoring System  
Final Report**

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the CTRMA DBE Liaison for review upon completion of the contract. The report should reflect **all subcontract activity** on the project. The report will aid in expediting the final estimate for payment. If the HUB or DBE goal requirements were not met, documentation supporting good faith efforts **must** be submitted.

DBE Goal: \_\_\_\_\_% **OR** HUB Goal: %  
 Total Contract Amount: \$ \_\_\_\_\_ Total Contract Amount: \$ \_\_\_\_\_  
 Contract Number: \_\_\_\_\_

Vendor ID #	Subprovider	Total \$ Amt Paid to Date
<b>TOTAL</b>		

This is to certify that \_\_\_\_\_% of the work was completed by the HUB or DBE subproviders as stated above.

\_\_\_\_\_  
By: Prime Provider

\_\_\_\_\_  
Per: Signature

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_

\_\_\_\_\_ Notary Public \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_



**ATTACHMENT C**

**WORK AUTHORIZATION**

**C-1**

**WORK AUTHORIZATION NO. 01  
CONTRACT FOR ENGINEERING SERVICES**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 4 of the Contract for Engineering Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Authority) and Jacobs Engineering Group Inc. (the Engineer) dated \_\_\_\_\_.

**PART I.** The Engineer will perform engineering services generally described as MoPac South Project and MoPac South Overpasses Project in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Engineer as well as the work schedule are further detailed in Exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

**PART II.** The maximum amount payable under this Work Authorization is \$5,999,205.00 and the method of payment is Cost Plus. This amount is based upon the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

**PART III.** Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the appropriate sections of the Contract.

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the work, unless extended by a supplemental Work Authorization as provided in Article 4 of the Contract.

**PART V.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

**IN WITNESS WHEREOF**, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Judd T. Willmann, P.E.

\_\_\_\_\_  
Mike Heiligenstein

\_\_\_\_\_  
Operations Manager

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**LIST OF EXHIBITS**

- |                |                                                   |
|----------------|---------------------------------------------------|
| Exhibit A      | Scope of Services to be provided by the Authority |
| Exhibit B      | Scope of Services to be provided by the Engineer  |
| Exhibit C      | Work Schedule                                     |
| Exhibit D      | Fee Schedule/Budget                               |
| Attachment H-2 | DBE subprovider Form                              |

## **ATTACHMENT A**

### **SERVICES TO BE PROVIDED BY THE AUTHORITY**

The Authority shall perform and provide the following in a timely manner so as not to delay the Services to be provided by the Engineer:

1. Authorize the Engineer in writing to proceed.
2. Render reviews, decisions and approvals as promptly as necessary to allow for the expeditious performance of the Services to be provided by the Engineer.
3. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed-upon work schedule.
4. Provide the traffic engineering studies for the alternatives analysis, environmental analyses, and operations analysis for the schematic design.
5. Maintain the Projects Website.
6. Provide the Engineer with relevant data available to the Mobility Authority related to people, agencies and organizations interested in the proposed project.

## **SERVICES TO BE PROVIDED BY THE ENGINEER**

### **I. INTRODUCTION**

The ENGINEER shall perform work generally consisting of alternatives development and evaluation, environmental studies, public involvement, preliminary engineering, design, field survey, hydraulic studies, and schematic development for the Central Texas Regional Mobility Authority's (Mobility Authority) proposed MoPac South Project and MoPac South Overpasses Project (Projects) located in Travis County, Texas. Work to be performed under this contract shall be in compliance with applicable environmental laws, rules and regulations governing the development of transportation projects including but not limited to 23 CFR 771, the Federal Highway Administration's (FHWA) Technical Advisory 6640.A, the Texas Department of Transportation's (TxDOT) Environmental and Public Involvement rules, and TxDOT and/or FHWA guidance in effect at the time of contract execution.

The MoPac South Project Limits are anticipated to extend from Cesar Chavez Street on the North to Slaughter Lane to the South and will include consideration of a park and ride location (proposed locations to be provided by Capital Metro). Limits for the MoPac South Overpasses Project are anticipated to be Davis Lane to the North and La Crosse to the South, and will include the consideration of overpasses at Slaughter Lane and La Crosse Avenue.

The ENGINEER shall complete the following tasks:

- A comprehensive investigation and documentation of appropriate environmental components
  - 1 Environmental Assessment (EA) – MoPac South Project
  - 1 Categorical Exclusion (CE) – MoPac South Overpass Project
- Development and evaluation of reasonable alternatives and recommendation of preferred alternative.
- Public involvement
- Design surveying
- Pertinent hydrologic and hydraulic engineering
- Traffic engineering and level of service analysis
- Development of a geometric schematic for the preferred alternative

### Location Map



## **II. PROJECTS MANAGEMENT AND ADMINISTRATION**

The ENGINEER shall designate one Project Manager to be responsible throughout the contract for project management and all communications with the Mobility Authority. The ENGINEER shall perform project administration and coordination duties, including contract administration, project management, meeting minutes of all meetings and telephone conversations, and other related administrative tasks associated with the project, including:

### **A. PROJECTS MANAGEMENT AND ADMINISTRATION**

#### **Task 1: Progress Reports and Invoices**

For each Project, prepare monthly invoices and progress reports for the work tasks, provide evidence of work accomplished during the time period since the previous report. Monthly progress reports shall be submitted and shall include: activities completed, initiated, or ongoing during the reporting period; activities planned for the coming period; problems encountered and actions to remedy them; overall status, including a tabulation of percentage complete by task; and updated project schedules.

#### **Task 2: Record Keeping and File Management**

The ENGINEER shall maintain all records and files related to the project throughout the duration of the services. See Section on **Submittals and Deliverables** for additional information.

#### **Task 3: Correspondence**

For each Project, prepare written materials, letters, survey forms etc. used to solicit information or collect data for the project and submit them to the Mobility Authority for review and approval prior to use or distribution. A letter of transmittal shall accompany each document submittal to the Mobility Authority. At a minimum, the letter of transmittal shall include the Project Name, State CSJ number, County, and project limits.

#### **Task 4: Schedule**

For each Project, prepare a detailed, graphic schedule linking Work Authorization tasks, subtasks, critical dates, milestones, deliverables and the required reviews using the latest version of Primavera [the Mobility Authority General Engineering Consultant (GEC) will utilize Primavera P6 for project master schedule] or SureTrak® software in accordance with the State's Administrative Circular No. 17-93. The project schedule shall be in a format, which depicts the order and interdependence of the various tasks, subtasks, milestones, and deliverables for each of the tasks identified therein. Progress shall be reviewed monthly for conformance to the contracted work schedule and should these reviews indicate a substantial



change in progress, a recovery plan will be developed by the ENGINEER and provide to the Mobility Authority.

## **B. COORDINATION**

The ENGINEER shall schedule and attend meetings to coordinate among project team members and the Mobility Authority. The ENGINEER shall be responsible for project coordination for the review of deliverables with relevant project team members including TxDOT, FHWA, and agencies. A Project Management Plan shall be developed by the ENGINEER for submission to the Mobility Authority to document the project team members and the communication protocols. The ENGINEER shall attend up to 36 progress/coordination meetings with the Mobility Authority. In preparation for each meeting, the ENGINEER shall prepare and distribute a Meeting Agenda which shall include a brief description of the meeting objectives, a list of the topics to be covered and who shall facilitate the discussion of each topic. When action items arise from the meeting discussion, an assignment of responsibility, a priority level and due date for each action item shall be made immediately and distributed amongst the team. The ENGINEER shall prepare all meeting minutes. This task includes a team project kick-off meeting.

## **C. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)**

The ENGINEER shall develop a quality assurance and quality control (QA/QC) plan for submittal to the Mobility Authority. The plan shall outline the overall QA/QC process and address conformance to the plan for each specific deliverable. For each deliverable a QA/QC certification shall be provided to the Mobility Authority, and shall confirm that reviews have been completed in conformance with the QA/QC plan. The QA/QC plan shall be updated as needed to reflect changes in staff or changes in regulations.

The ENGINEER shall provide peer review at all levels. For each deliverable (including those submitted by sub-consultants), the ENGINEER shall have evidence of their internal review and mark-up of that deliverable as preparation for submittal. The Mobility Authority may require the ENGINEER to submit the ENGINEER's internal mark-up (red-lines) or comments developed as part the ENGINEER's quality control step. The Mobility Authority, at its sole discretion, may reject the actual deliverable should the ENGINEER fail to provide the evidence of quality control. The ENGINEER shall clearly label each document submitted for quality assurance as an internal mark-up document.

## **D. SUBMITTALS AND DELIVERABLES**

The ENGINEER shall deliver each submittal in accordance with the milestones shown in the contracted Work Schedule. The ENGINEER shall provide both original and processed data to the Mobility Authority on a compact disk or other approved medium. Each data set shall be fully compatible with the computer system and program formats in use by the Mobility Authority at the time of submission, without

further modification or conversion. The program formats used by the Mobility Authority are: Microsoft Word for word processing; MicroStation V8 for graphics applications and Computer Aided Civil Engineering (CAiCE), GEOPAK, and Survey Data Management System (SDMS) for survey data. Variations from these software applications or other requirements listed above shall only be allowed if requested in writing by the ENGINEER and approved by the Mobility Authority.

Deliverables applicable to each task are listed under each Task Description.

The ENGINEER shall develop electronic deliverables in compliance with the Mobility Authority electronic requirements. In addition, PDF files of all sheets shall be submitted. For the purpose of this Contract, the ENGINEER shall label each CD and shall include the following:

- Project Name
- County
- Project Limits
- Date of the CD Burn
- Volume sequence (*i.e.* Disk 1 of 3)

The ENGINEER shall create each CD in accordance with the following standard directory structure:

Directory\Control-Section-Job Number      Types of Data

- a. Documents: Design Summary Report (DSR), General Project Correspondence, and Excel files. Estimator file-State's Estimator files, traffic data, schedules, web site data, project coordination, value engineering.
- b. Schematic: All (\*.dgn) files – Mapping, Sheet Files, Master Design Files, (\*.dat) files, (\*.gpk) files, (\*.prj) files, design cross section files, etc.
- c. Environmental: Environmental documentation may include but is not limited to: Environmental Assessment, noise analysis, public involvement, aesthetics, ROW, etc.
- d. Design: All (\*.dgn) files – Mapping, Sheet Files, Master Design Files, survey files, utility files, (\*.dat) files, (\*.gpk) files, (\*.prj) files, design cross section files, etc.
- e. Hydraulics: Drainage Input & Output files for: (1) any software used for analysis and design of each storm drain, culvert, bridge, or any other project-specific hydraulic facility such as pump stations, detention ponds or permanent storm water features, and (2) Hydraulic Engineering Center-Hydraulic Modeling System (HEC-HMS) and HEC-River Analysis System (HEC-RAS) files.
- f. PS&E – All PS&E Documents

The ENGINEER shall create a "readme" file placed under the "documents" subdirectory. The readme file shall be composed of the minimum directory structure

detailed above and modified to list particular files that are contained under the various subdirectories.

### **Deliverables**

- Monthly invoices and progress reports
- Detailed graphic schedules for each project
- Project Management Plan

## **III. MOPAC SOUTH PROJECT**

### **A. ROUTE AND DESIGN STUDIES**

#### **Task 1: Alternatives Development and Analysis**

##### **Subtask A: Preliminary Alternatives Development**

The ENGINEER shall prepare up to six (6) simple line diagrams, not including the No-Build and Transportation System Management (TSM) and Travel Demand Management (TDM) alternatives, identifying the locations where the alternative is depressed, at-grade or elevated. Up to three conceptual typical sections shall be prepared for each preliminary alternative to accompany the line diagram.

In assessing various alternatives (including the No-Build Alternative), the following design, engineering, and environmental considerations shall be documented, as appropriate:

- a. Constructability
- b. Conceptual Design including special design considerations at various locations (Colorado River, Barton Creek, etc.)
- c. Construction Costs
- d. Engineering Costs
- e. Right-of-way Costs and utility impacts
- f. Operation and Maintenance
- g. Level of Service for managed lanes, mainlanes, ramps and frontage roads
- h. Air and Noise Impacts
- i. Edwards Aquifer/Water Quality Impacts
- j. Displacements/Relocations
- k. Threatened & Endangered Species (including habitat and existing preserve land) Impacts
- l. Vegetation
- m. Wildlife
- n. Visual Impacts
- o. Wetland/Waters of the U.S. Impacts
- p. Floodplain Impacts
- q. Hazardous Materials Impacts
- r. Land Use Features (schools, hospitals, churches, etc.)
- s. Geology and Soils Impacts

- t. Indirect/Cumulative Impacts
- u. Socioeconomic/Environmental Justice Impacts
- v. Historic and Archeological Impacts

### **Subtask B: Alternatives Finalization and Analysis**

- a. The ENGINEER shall document and evaluate the Universe of Alternatives taking into account feedback from cooperating and participating Agencies, with broad based discussion and comparison and shall utilize a fatal flaw analysis to identify Preliminary Alternatives.
- b. The ENGINEER shall prepare for, plan, and conduct a one-day workshop with representatives of the Mobility Authority, TxDOT (Austin District and ENV) and FHWA to review the draft Preliminary Alternatives. The ENGINEER shall present the results of their assessments and the group shall evaluate for consistency in level of detail, and then collaboratively identify Reasonable Alternatives to be evaluated further. Upon identification of reasonable alternatives for further consideration, the ENGINEER shall integrate environmental stewardship and sustainability strategies into the reasonable alternatives. The ENGINEER will include the evaluation and incorporation (as reasonable and feasible) of the Mobility Authority's Green Mobility Challenge Concepts. Environmental stewardship and sustainability strategies are developed to address such issues as improved quality of access to goods and services, improved air quality, noise reduction, improved water quality, protection of habitat and open space, historic preservation, increased social equity, economic development, and a satisfying quality of life, in addition to local goals consistent with the overall project purpose and need.
- c. The ENGINEER shall prepare for, plan and conduct an Agency (Resource/ FHWA/ Sponsor) Update Meeting (one of six Technical Work Group meetings) to review the draft Purpose and Need, draft Coordination Plan, alternatives development methodology, and reasonable alternatives. A letter shall be sent to the agencies inviting them to attend the Agency Update Meeting. A PowerPoint presentation shall be prepared for this meeting. Handouts shall be prepared and submitted to the Mobility Authority for approval prior to the meeting. The ENGINEER's Project Manager and up to three (3) additional staff representatives shall attend this meeting. A summary of the meeting summary shall be prepared.
- d. The ENGINEER shall perform the associated environmental analyses of the reasonable alternatives and shall combine this data with the engineering and traffic assessments provided by the Mobility Authority into a draft Reasonable Alternatives Evaluation Matrix.
- e. The ENGINEER shall attend a workshop with representatives of the Mobility Authority, TxDOT (Austin District and ENV) and FHWA to review the draft

Reasonable Alternatives Evaluation Matrix. The ENGINEER shall present the results of their assessments and the group shall evaluate for consistency in level of detail, and then collaboratively identify a Preferred Alternative.

### **Deliverables**

- Line diagrams and typical sections of the Preliminary Alternatives (hard copies and electronic files)
- Line diagrams and typical sections of the Reasonable Alternatives with sustainability and stewardship strategies (hard copies and electronic files.)
- Summary of Preliminary Alternatives
- PowerPoint presentation for Agency Update Meeting
- Handouts for Alternatives Workshop #1 and #2
- Summaries of Alternatives Workshop #1 and #2
- Handouts for Agency Update Meeting (up to 50 copies)
- Summary of Agency Update Meeting
- Line diagrams and typical sections of the Reasonable Alternatives (hard copies and electronic files)
- Preliminary set of detailed environmental, engineering and traffic evaluation criteria
- Draft and Final Reasonable Alternatives Evaluation Matrix (Final shall be incorporated into EA)

### **Task 2: Design Criteria**

The ENGINEER shall use design criteria as set forth in Roadway Design Manual, Bridge Design Manual, Hydraulic Design Manual, and other deemed necessary State approved manuals. In addition, the ENGINEER shall prepare the Design Summary Report, (DSR). The ENGINEER shall prepare all work in accordance with the latest version of applicable State procedures, specifications, manuals, guidelines, standard drawings, standard specifications or previously approved special provisions and special specifications to include: the Roadway Design Manual, Hydraulic Design Manual, the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2004, and other State approved manuals. When design criteria are not identified in State manuals, the ENGINEER shall notify the Mobility Authority and refer to the American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Street, (latest Edition). In addition, the ENGINEER shall follow the guidelines shown in the PS&E Preparation Manual which the ENGINEER may download from the TxDOT website. The ENGINEER shall obtain written concurrence from the Mobility Authority prior to proceeding with a design if any questions arise during the design process regarding the applicability of the design criteria.

### **Deliverables**

- Design Summary Report

### **Task 3: Preliminary Cost Estimates**

The ENGINEER shall develop a preliminary construction cost estimate for all reasonable build alternatives using most current relevant industry unit prices.

#### **Deliverables**

- Preliminary cost estimates

### **Task 4: Design Schematics**

For the Preferred Alternative, the ENGINEER shall:

- a. The ENGINEER will develop the geometric design that will include the refinement of the proposed typical sections and a fully calculated geometric design that includes all necessary horizontal and vertical alignments.
- b. The ENGINEER will develop preliminary design cross sections at 200' increments and at other intermediate locations as necessary (such as drainage channels, retaining wall limits, bridge limits, etc.). The cross sections will be used to identify the preliminary ROW requirements and assist in locating proposed retaining walls, bridge locations, etc. Earthwork quantities derived from the cross sections will be used in the development of the preliminary construction cost estimate.
- c. The ENGINEER will prepare a geometric schematic plan and profile drawing in accordance with the Chapter 1, Section 3, of the State's *Roadway Design Manual*. The limits of the geometric schematic shall be based on the logical termini with appropriate transitions on each end. The ENGINEER shall deliver 3 copies of the schematic design to the Mobility Authority for approval.
- d. The ENGINEER will perform basic preliminary engineering to determine general bent placements and structure depths for all bridge widening and new bridges including direct connections.
- e. The ENGINEER will develop preliminary designs for noise barriers for use in the Noise Workshops:
  1. Assess the feasibility of each proposed location and recommend a construction type most appropriate for each site.
  2. Identify issues associated with proposed barriers and drainage constraints.
  3. Assess the feasibility of aesthetic treatments and collect sample cost estimates for various aesthetic treatments
  4. Identify limits of clearing and impacts associated with proposed barriers.

5. Provide preliminary quantities and construction cost estimates for each proposed barrier.
6. Prepare typical details for aesthetic concept development.
7. Revise details for preferred aesthetic treatments and wall types.
8. Develop preliminary wall layouts

**Deliverables**

- Geometric schematic for preferred alternative utilizing the TxDOT Austin District Schematic Checklist (in both DGN and PDF formats).
- Preliminary design cross sections in both electronic and roll format
- Preliminary quantities and construction cost estimates for each proposed noise barrier
- Preliminary wall layouts.

**Task 5: Design Concept Conference**

The ENGINEER shall organize and conduct a Design Concept Conference (DCC) in accordance with TxDOT's Project Development Process Manual. In preparation for the DCC, the ENGINEER shall finalize the Design Summary Report (DSR) to serve as a checklist for the minimum required design considerations. The DCC should include representatives from the Mobility Authority, TxDOT (Austin District and ENV), and FHWA.

**Task 6: Traffic Engineering Studies**

The Mobility Authority's traffic consultant will conduct the traffic engineering studies for the EA Alternatives Analysis and Operations Analysis for the schematic design. The ENGINEER will be required to coordinate with the traffic consultant and provide supporting information related to geometry and access points.

The ENGINEER shall:

- a. Provide traffic pattern diagrams related to the reasonable alternatives including Mainlane ramps and weave areas, interchange configurations, and express lane access to aid in traffic analysis to support the air quality analysis, MSAT analysis, traffic noise analysis, and level of service and operations analysis.
- b. Provide Microstation files of the reasonable and preferred alternative
- c. Attend meetings with the Mobility Authority's traffic consultant

**Deliverables**

- Traffic pattern diagrams for reasonable alternatives
- Microstation files for use by traffic consultant
- Meeting minutes for meetings with the traffic consultant

## **B. SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT**

The ENGINEER shall provide environmental and public involvement services necessary to produce an EA for the Project.

### **Task 1: Preliminary Environmental Constraints**

#### **Subtask A: Constraints Identification**

The ENGINEER shall perform a desktop review of environmental constraints within the study area. Constraints to be identified include but are not limited to:

- a. Cemeteries
- b. Parks, Preserves, Trails & Greenbelts
- c. Soils
- d. Balcones Canyonlands Conservation Plan (BCCP) Karst zones
- e. Known karst features
- f. Edwards Aquifer Recharge & Contributing Zones
- g. Hazardous material sites
- h. Historic Properties
- i. Archeological sites
- j. City of Austin water quality protection lands
- k. BCCP Golden-cheeked Warbler & Black-capped Vireo habitat zones
- l. Data from the Texas Parks and Wildlife Department's Natural Diversity Database
- m. United States Fish and Wildlife Service's Critical Habitat Mapper
- n. National Wetland Inventory Data
- o. Floodplains
- p. National Hydrography Dataset
- q. Land uses identified through aerial photo interpretation
- r. Existing and planned development

The above information shall be mapped in Geographic Information System (GIS).

#### **Subtask B: Project Scope for Environmental Review Document (EA)**

The ENGINEER shall complete a draft Project Scope for Environmental Review Document for the EA. The completed draft will be submitted to Mobility Authority and TxDOT (Austin District and ENV) for review and approval. A workshop with Mobility Authority and TxDOT (Austin District and ENV) may be required to complete the process. Upon approval, the ENGINEER shall draft an Environmental Classification Letter to be submitted to TxDOT for review and approval (Austin District and ENV) and upon approval, submitted to FHWA.



**Deliverables**

- Constraints Map
- Project Scope for Environmental Review Document
- Environmental Classification Letter
- Meeting Minutes, if meetings related to this task are held.

**Task 2: Environmental Process Initiation****Subtask A: Notification Letter**

The Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Section 6002, Efficient Environmental Reviews for Project Decision Making, requires changes to the environmental process which are mandatory for environmental impact statements and optional for EAs. Per this guidance, a project notification letter with the purpose of notifying FHWA of the initiation of the NEPA process for the Project shall be prepared and submitted to the Mobility Authority for review that shall include a description of proposed work, termini, length, general location and anticipated Federal approvals. This letter shall include documentation to demonstrate logical termini for the project.

**Subtask B: Resource and Regulatory Agency Coordination**

The ENGINEER shall identify and create a database of potential participating and cooperating agencies, including but not limited to the following: Texas Parks and Wildlife Department (TPWD), United States Fish and Wildlife Service (USFWS), United States Army Corps of Engineers (USACE), Texas Commission on Environmental Quality (TCEQ), Texas Historical Commission (THC), City of Austin, Travis County and the Barton Springs Edwards Aquifer Conservation District. Participating agencies shall consist of Federal, State, Tribal, regional and local government agencies with an interest in the project. Cooperating agencies are Federal participating agencies that are invited to be cooperating agencies because they either have jurisdiction by law regarding some aspect of the proposed project or they possess special expertise applicable to the proposed project.

A letter shall be sent to the agencies, in the potential participating and cooperating agencies database, inviting them to be part of the project. The letter shall contain project information, a project area map, a description of the process, and a deadline for participating and coordinating agency responses. The ENGINEER shall track the responses received from the participating and cooperating agencies.

In addition to establishing the participating and cooperating agencies, the ENGINEER shall coordinate with the various agencies throughout the duration of this Work Authorization in order to obtain input, clarification and guidance and to facilitate timely reviews and approvals.

**Subtask C: Technical Reports**

The ENGINEER shall prepare a technical report for environmental subject areas determined to be of concern for the project. The technical reports shall incorporate guidance provided during meetings with TxDOT, Mobility Authority, and resource agencies, as applicable. Technical reports shall document existing conditions, methods used, study areas evaluated, and direct impacts assessed for each subject area. The technical reports shall be subject to two rounds of review by the TxDOT District, TxDOT ENV, and Mobility Authority.

**Subtask D: Purpose and Need Statement**

SAFETEA-LU requires that additional approval processes and procedures, including a draft Purpose and Need approval by FHWA, are required before proceeding to the first project Scoping Meeting. Additionally, participating agencies and the public will be solicited and an "opportunity for involvement" must be afforded during the Purpose and Need statement development process. Backup documentation including recent articles explaining existing/future transportation problems within the study area and the need for this project shall be compiled to substantiate the Purpose and Need ultimately approved. The Draft Purpose and Need Statement, including backup documentation, shall be submitted to the Mobility Authority for review and subsequent submittal to and review by TxDOT (Austin District and ENV) and FHWA prior to the first Scoping Meeting. The Draft Purpose and Need statement shall be presented during the first Scoping Meeting to provide an "opportunity for involvement" by the public.

**Subtask E: Coordination Plan**

SAFETEA-LU requires that the lead agencies establish a plan for coordinating public and agency participation and comment during the environmental review process. The purposes of the coordination plan are to facilitate and document the lead agencies' structured interaction with the public and other agencies and to inform them of how the coordination shall be accomplished. The ENGINEER shall prepare the Draft Coordination Plan for the Project to:

- a. Identify cooperating and participating agencies;
- b. Outline how the lead agencies have divided the responsibilities for compliance with the various aspects of the environmental review process, such as the issuance of invitations to participating agencies;
- c. Outline how the lead agencies shall provide the opportunities for input from the public and other agencies, in accordance with applicable laws, regulations, and policies. The plan also shall identify coordination points, such as:

1. Scoping activities.
  2. Development of Purpose and Need.
  3. Identification of the range of alternatives.
  4. Collaboration on methodologies.
  5. Completion of the EA.
  6. Identification of the preferred alternative and the level of design detail.
  7. Issuance of the FONSI.
  8. Completion of permits, licenses, or approvals after the FONSI.
- d. Establish a process for ongoing coordination;
- e. Establish a schedule of milestones; and
- f. Identify which persons, organizations, or agencies that should be included at each coordination point, as well as timeframes for input by those persons, organizations, and agencies.

The ENGINEER shall make the Draft Coordination Plan available for review and comment at the Initial Agency Briefing and Kickoff Meeting and Public Scoping Meeting. Comments received from the Mobility Authority, TxDOT (Austin District and ENV), FHWA, Initial Agency Briefing/Kickoff Meeting, and Public Scoping Meeting #1 shall be incorporated into the Coordination Plan.

#### **Subtask F: Initial Agency (Resource/FHWA/Sponsor) Briefing and Kick-off Meeting**

An agency briefing and kick-off meeting shall be conducted by the ENGINEER to review the draft Purpose and Need for action, including technical backup materials and the draft Agency Coordination Plan. The purpose of the meeting is to solicit input from participating agencies and proposed cooperating agencies. A letter shall be drafted and sent prior to the Initial Agency Briefing and Kickoff Meeting to the agencies in the potential coordinating and participating agencies databases inviting them to the Initial Agency Briefing and Kickoff Meeting. Two (2) updates based on comments received from the Mobility Authority to the invitation letters are included for scoping purposes.

The ENGINEER shall assist the Mobility Authority with mailing the invitation letters and shall track the responses received to the meeting invitations.

The ENGINEER shall prepare for, plan and conduct the meeting in cooperation with the Mobility Authority. The ENGINEER shall prepare a PowerPoint presentation and provide project notebooks for the attendees that include project background information, study area map, draft schedule, Draft Purpose and Need, Draft Coordination Plan, or other project related material that has been previously prepared as part of other tasks. All information included as part of the project notebook shall be submitted to the Mobility Authority and approved prior to including

in the project notebook. The attendees are anticipated to be TxDOT District, ENV, FHWA and resource agency staff. A summary of the meeting shall be prepared.

### **Deliverables**

- Notification Letter
- Participating and Cooperating Agency Coordination Letters (up to 50)
- Purpose and Need package to be submitted to FHWA
- Draft Coordination Plan (electronic files for each revision)
- Letters Announcing Initial Agency Briefing and Kickoff Meeting (Up to 50 letters)
- Initial Agency Briefing and Kickoff Meeting Project Notebooks (1" Binders with Handouts) up to 50 hardcopies
- Initial Agency Briefing PowerPoint Presentation
- Meeting Summary

### **Task 3: Data Collection/Existing Conditions/Environmental Analysis**

#### **Subtask A: Existing Conditions**

The ENGINEER shall assess the existing conditions of the corridor and provide an overall analysis of the existing conditions and features for the proposed project. This task shall incorporate all previous studies for the corridor and other available project data to identify the existing conditions and features that have a potential influence on the project. The ENGINEER shall submit a technical memorandum of the Existing Condition Analysis prior to submittal of the EA.

#### **Deliverable**

- Existing Conditions Technical Memorandum

The following subtask deliverables for socioeconomic and environmental studies shall be conducted for the Preferred Alternative for inclusion in the environmental document.

#### **Subtask B: Analysis of Social and Economic Conditions** (including relocations and disproportionate impacts):

- a. The ENGINEER shall use appropriate and most current data sources, such as the 2010 U. S. Census, windshield surveys, maps, and aerial photographs to assess the existing conditions for socioeconomic conditions and land use in the study area. Potential social conditions to be documented include:
  1. Demographics (population, ethnic/racial distribution, income) based on the most recent census or projections there from.
  2. Other populations (disabled, elderly).
  3. Land uses in the project area (community services, schools, etc.).
  4. Mobility patterns.

5. Safety (data).
  6. Other potential resources identified during data collection studies.
- b. The ENGINEER shall identify the property owners and tenants, as appropriate, adjacent to the roadway project.
  - c. The ENGINEER shall identify the availability of potential replacement housing or other replacement sites if necessary.
  - d. The ENGINEER shall identify the racial, ethnic and income level of affected individuals and communities, as available, to be used in subsequent analysis of the potential for disproportionate impacts on any minority or low-income individuals or communities.
  - e. The ENGINEER shall develop a project level Environmental Justice Toll Analysis.
  - f. The ENGINEER shall develop mitigation measures for social, economic and community impacts.
  - g. The ENGINEER shall use public contact and public involvement to gather information from individuals and communities regarding social impacts.
  - h. The ENGINEER shall identify, by use of land use plans and windshield surveys, current land uses and any anticipated land uses.
  - i. The ENGINEER shall evaluate travel modes and patterns in a study area in order to determine any impacts the project may have on access to homes, businesses and community services.
  - j. The ENGINEER shall identify and evaluate the potential for impacts to disabled and elderly individuals and populations. The ENGINEER shall use the most current U. S. Census and public contact to determine how the project may impact these individuals and populations.
  - k. The ENGINEER shall ensure federally conducted programs and activities are meaningfully accessible to Limited English Proficiency (LEP) individuals as required by Executive Order 13166.

**Deliverables**

- Project level Environmental Justice Toll Analysis

**Subtask C: Geology and Soils Impacts**

The ENGINEER shall identify and describe the existing earth resources in the study area, including soils and geologic features.

The ENGINEER shall also identify farmland impacts in the study area in accordance with the Farmland Protection Policy Act (7 U. S. C. 4201 et. seq.).

#### **Subtask D: Environmental Justice**

The ENGINEER shall perform an environmental justice analysis in accordance with requirements of Executive Order 12898 (on Environmental Justice).

#### **Subtask E: Consideration of Pedestrians and Bicycles**

The ENGINEER shall identify considerations affecting pedestrians and bicycles in accordance with requirements of FHWA Technical Advisory TA-T6640.8A (1987) and include data from the CAMPO 2035 Plan for bike/pedestrian facilities.

#### **Subtask F: Air Quality Analysis**

The ENGINEER shall perform an air quality analysis in accordance with the current approved version of the TxDOT Air Quality Guidelines. The ENGINEER shall contact TxDOT to request a copy of the current version of the guidelines and associated "recommended text"; obtain from the Mobility Authority's traffic consultant (Section III.A.6) the current and projected traffic volumes; and if required, based on design year Average Daily Traffic, ENGINEER will also obtain traffic models for the Build and No-Build scenarios, estimated time of completion and design year for the MSAT quantitative analysis.

The ENGINEER shall prepare a report on air quality to document the results and methods used in modeling and air quality background information. Specific documentation shall include:

- a. Modeling documentation shall include traffic volumes used in modeling; computer models used; current and future year carbon monoxide concentrations; and percentages of the National Ambient Air Quality Standards for current and future year.
- b. Air quality background information shall include: A paragraph discussing the attainment status of county or counties where project is located. A paragraph discussing the National Ambient Air Quality Standards. A statement indicating the project has been included in the current conforming metropolitan transportation plan (MTP) and transportation improvement plan (TIP). A discussion of congestion management systems for county or counties and a list of committed projects to reduce traffic congestion in county.
- c. The ENGINEER shall prepare a qualitative and quantitative MSAT analysis in accordance with TxDOT's most recent guidance on this subject.

**Deliverables**

- Air Quality Technical Memo

**Subtask G: Traffic Noise Analysis**

The ENGINEER shall perform a traffic noise analysis in accordance with the most current version of TxDOT's "Guidelines for Analysis and Abatement of Roadway Traffic Noise."

- a. The ENGINEER shall identify representative receivers that might be impacted by highway traffic noise and may benefit from feasible and reasonable noise abatement.
- b. The ENGINEER shall determine existing and predicted noise levels for representative receivers, as follows:
  1. The ENGINEER shall perform computer modeling of existing noise levels and predicted (future) noise levels. Computer modeling shall be accomplished with the FHWA Traffic Noise Model (TNM), Version 2.5 (or most current version), in areas where there is an existing roadway/traffic.
  2. The ENGINEER shall identify impacted receivers in accordance with State's absolute and relative impact criteria.
  3. The ENGINEER shall consider and evaluate all required noise abatement measures for impacted receivers in accordance with the feasible and reasonable criteria.
  4. The ENGINEER shall propose noise abatement measures that are both feasible and reasonable.
- c. The ENGINEER shall prepare a report documenting the results and methods used in the traffic noise analysis.
- d. The ENGINEER shall conduct Noise Workshops:
  1. The ENGINEER will conduct an initial internal workshop to review the location, length, height, utilities, ROW, constructability, vegetation impacts, etc. associated with each barrier. Participants will include the ENGINEER, the Mobility Authority, TxDOT, and the GEC.
  2. The ENGINEER will conduct up to four (4) noise workshops:
    - a. Develop talking points
    - b. Identify and document information to be communicated to the public (mailings, notices, advertising, etc.)
    - c. Develop a workshop agenda
    - d. Develop necessary exhibits such as:
      - i. aerial maps illustrating proposed barrier locations and property lines
      - ii. Graphics illustrating proposed barrier types (up to five)
      - iii. Graphic display of proposed surface treatments and colors
      - iv. Perspective drawings for example walls for workshops (up to five)

- v. Develop voting information and ballots
    - vi. Produce handouts for noise workshop participants
    - vii. Develop PowerPoint presentation
  - e. Identify and propose for approval locations for the four (4) workshops. The ENGINEER will make recommendations of locations that are a convenient distance to the proposed barrier location, attempt to identify meeting locations that are free of charge, and recommend up to four (4) facilities for approval.
3. The ENGINEER will notify property owners of the workshops:
  - a. Prepare a draft notification packet for review and approval by the Mobility Authority.
  - b. Notification packets will be sent via certified mail, return receipt requested, to adjacent property owners 30 days prior to the workshop
  - c. If a return receipt is not received within 15 days of the mailing, a phone call will be placed to the property owner of record.
  - d. Provide door-hangers on the adjacent properties 7 days prior to the workshop.
4. The ENGINEER will notify other interested parties and local elected officials:
  - a. Notify relevant elected officials
  - b. Notify City of Austin representatives
  - c. Notify other interested parties and neighborhood associations.
  - d. Post the schedule and meeting materials on the project website maintained by the Mobility Authority
5. The ENGINEER will compile documentation of workshop attendance. The ENGINEER will:
  - a. Record the attendance of property owners who are eligible to vote on the noise barrier.
  - b. Provide property owners with a name badge that clearly identifies their status as an eligible voter.
  - c. Record the attendance of other individuals, which may include representatives of neighborhood associations, community groups, agency staff, or elected officials.
  - d. Take photographs to document the meetings.
6. The ENGINEER will develop a draft summary of the results of the noise workshop process to document the outcome and provide design information to the design team. Upon review and approval of the draft summary, the ENGINEER will provide a Final Summary Report.

### **Deliverables**

- Noise Analysis Technical Memo
- Noise workshops draft and final Summary Report



**Subtask H: Water Quality Studies**

The ENGINEER shall determine whether the proposed project has the potential to affect water quality as it relates to each reasonable alternative, addressing the following:

- a. TCEQ/TxDOT MOU.
- b. Surface water resources – identification of threatened and impaired water bodies as listed in the TCEQ's 2008 303(d) list.
- c. Sources of public drinking water and assess any potential impacts.
- d. Edwards Aquifer (Recharge Zone and Contributing Zone) including a Groundwater Technical Report.
- e. Texas Pollutant Discharge Elimination System program.
- f. Geologic Assessment
- g. Input from Stakeholders

**Subtask I: U.S. Army Corps of Engineers Permits/Waters of the U.S.**

- a. Section 10 of the Rivers and Harbors Act (33 U.S.C. 403). For each reasonable alternative being considered, the ENGINEER shall determine whether the proposed project requires a Section 10 permit.
- b. Section 401 of the Clean Water Act (33 U.S.C. 1341). For each reasonable alternative being considered, the ENGINEER shall determine whether the proposed project requires a Section 401 water quality certification.
- c. Section 404 of the Clean Water Act (33 U.S.C. 1344). For each reasonable alternative being considered, The ENGINEER shall perform a Waters of the U.S. assessment based on the constraints map data and published data and field reconnaissance of the reasonable alternatives. For the Preferred Alternative, the ENGINEER shall determine whether the proposed project requires a Section 404 permit (Nationwide or Individual) and if necessary, shall perform coordination with the USACE. The ENGINEER will be required to prepare and submit any necessary 404 permitting.
- d. Draft Final and Final Report. The ENGINEER shall produce a draft final report of Waters of the U.S. The ENGINEER shall submit four copies of the draft final report to the Mobility Authority for review and approval. In the final report, ENGINEER shall address Mobility Authority comments on the draft final report. The ENGINEER shall submit four copies of the final report to the

Mobility Authority for review and approval.

**Deliverables**

- USACE 404 Permitting documentation (NWP or IP)
- Waters of the US report, draft and final

**Subtask J: U.S. Coast Guard (USCG) Section 9 Permit (33 USC 401)**

The ENGINEER shall determine whether streams or other water bodies crossed by a proposed transportation facility are navigable as defined in the U. S. Coast Guard Commandant. If required, the ENGINEER will be required to prepare and submit any necessary USCG permits.

**Deliverables**

- USCG permit

**Subtask K: Water Body Modifications and Wildlife Habitat**

The ENGINEER shall identify and assess the potential for water body modifications and the existing conditions of wildlife habitat in the study area in accordance with the requirements of FHWA Technical Advisory TA-T6640.8A (1987) and TAC Title 43, Part 1, Chapter 2, Subchapter B, Rule 2.22.

**Subtask L: Invasive Species Studies**

The ENGINEER shall address invasive species in accordance with the requirements of Executive Order 13112.

**Subtask M: Beneficial Landscaping**

The ENGINEER shall discuss beneficial landscaping in accordance with the requirements of Executive Memorandum of April 26, 1994.

**Subtask N: Floodplain Impacts**

The ENGINEER shall determine whether the proposed project has the potential to affect floodplains. Studies for floodplain impacts shall follow the requirements of Executive Order 11988 and 23 C.F.R. 650, Subpart A.

**Subtask O: Wild and Scenic Rivers**

The ENGINEER shall determine the project's foreseeable adverse effects on rivers in the National Wild and Scenic River System.

**Subtask P: Threatened or Endangered Species**

- a. The ENGINEER shall examine all available existing commercial and scientific

data to determine the likelihood that protected species, their habitat, or designated critical habitat (per 50 C.F.R. 17.94-95) could be impacted by the proposed project. Existing data shall include the records of the TPWD Natural Diversity Database, USFWS records or files, COA listed salamander data, BCCP zone maps, BCP Annual Reports and any other records available to the public. Surveys for Protected Species or Habitat of Protected Species. For the purposes of this contract, protected species shall include:

1. All species listed by the USFWS as threatened or endangered or proposed for listing as threatened or endangered (50 C.F.R. 17.11-12);
  2. All species that are candidates for review for listing by USFWS as threatened or endangered (per most recently updated list in Federal Register);
  3. Species listed as threatened or endangered species by TPWD (State of Texas Threatened and Endangered Species Listings, TPWD);
  4. Species protected by the Migratory Bird Treaty Act (50 C.F.R. 10.13).
  5. Consider including species covered under the USFWS Balcones Canyonlands Conservation Plan permit held by the City of Austin and Travis County.
- b. The ENGINEER shall conduct early coordination with TxDOT and the USFWS to determine the most appropriate regulatory process (§7, §10 or a combination) for clearance under the Endangered Species Act if habitat for listed species will be affected.
- c. Based upon the results of b. above, prepare BCCP Infrastructure Mitigation Application and/or Biological Assessment (BA) as appropriate for the proposed project.
- d. Habitat Analysis. For inclusion in the BCCP Infrastructure Mitigation Application/BA and for use in coordination with TPWD the ENGINEER shall perform an analysis/characterization of habitat for the study area. If the ENGINEER encounters protected species or habitat for protected species, the ENGINEER shall notify the Mobility Authority immediately. In accordance with Provision (4)(A)(ii) of the TxDOT – TPWD MOU, some habitats may be given consideration for non-regulatory mitigation during project planning (at the TxDOT Austin District's discretion).

### **Deliverables**

- BCCP Infrastructure Mitigation Application/Biological Assessment

### **Subtask Q: Archeological Studies**

The ENGINEER shall perform archeological investigations for the proposed project in accordance with TxDOT's Standards of Uniformity (SOU) in effect at the time of contract execution. The ENGINEER shall conduct such work as is necessary to receive concurrence for the Texas Historical Commission (THC) in accordance with

36 C.F.R. 60 and 13 TAC 26. Activities related to this could include background study and archeological surveys. Data recovery, if required, would be covered under a separate supplemental work authorization

**Deliverables**

- May include background study, Texas Antiquities Permit, and an Archeological Survey Report

**Subtask R: Historic Resource Studies**

The ENGINEER shall perform historic resource studies. Identification, evaluation and documentation tasks shall be completed in accordance with the provisions of the Secretary of the Interior's Standards for the Identification, Evaluation and Documentation (48 FR Parts 44716-42). Historic studies shall be performed and documented at sufficient levels to satisfy TxDOT's SOU for Historic Standing Structures and THC requirements for determining the presence of historically significant properties in the Area of Potential Effects (APE) in accordance with 36 C.F.R. 60 and 13 TAC 26.

**Deliverables**

- May include a research design, or a reconnaissance survey report.

**Subtask S: Initial Assessment of Hazardous Materials**

- a. The ENGINEER shall perform an initial assessment for potential hazardous materials impacts. The initial assessment shall determine the potential for encountering hazardous materials in the study area. The initial hazardous materials assessment shall also be in accordance with the American Society for Testing and Materials (ASTM) Environmental Site Assessment standard practices (ASTM E 1527 and ASTM E 1528) or equivalent (i.e., satisfies "due diligence" and "appropriate inquiry" requirements under the Comprehensive Environmental Response and Compensation Liability Act (42 USC 9601(35)(B))). The following components of the initial hazardous materials assessment shall be reviewed, assessed, and/or documented to an appropriate project-specific level:
  1. Existing and previous land use information from readily available resources (topographic maps, available aerial photos, right-of-way maps, files and other information);
  2. Initial site/corridor field surveys by the hazardous materials expert;
  3. A regulatory agency database search (list search) and/or review of regulatory agency files.
- b. The ENGINEER shall produce and submit to the Mobility Authority a technical report on the initial assessment for hazardous materials. The report shall include, when applicable, full list search reports, copies of agency file information, recommendations, and any other supporting information

gathered by the ENGINEER. The report also shall include a discussion of hazardous materials impacts suitable for inclusion in the EA.

**Deliverables**

- Hazardous Materials Technical Report

**Subtask T: Visual Impacts**

The ENGINEER shall identify visual impacts in accordance with the requirements of FHWA Technical Advisory TA-T6640.8A (1987) and prepare 2D renderings

**Deliverables**

- 2D renderings

**Subtask U: Indirect Impacts**

The Council on Environmental Quality (CEQ) regulations requires that all federal agencies consider the indirect effects of any proposed action. The ENGINEER shall identify indirect impacts in accordance with the requirements of FHWA Technical Advisory TA-T6640.8A (1987), NCHRP's Report 466: Desk Reference for Estimating the Indirect Effects of Proposed Transportation Projects (2002), NCHRP's Report 25-25, Task 22: Forecasting Indirect Land Use Effects of Transportation Projects (2007), and TxDOT's Guidance on Preparing Indirect and Cumulative Impact Analyses (September 2010) or most current version at contract execution. The ENGINEER will organize and conduct a collaborative judgment process with expert individuals. The ENGINEER shall document the indirect impacts analysis in a technical report. The results included in the technical report will also be used in the EA.

**Deliverables**

- Indirect Impacts Technical Report

**Subtask V: Cumulative Impacts**

The Council on Environmental Quality (CEQ) regulations requires that all federal agencies consider the cumulative effects of any proposed action. The ENGINEER shall identify cumulative impacts in accordance with the requirements of FHWA Technical Advisory TA-T6640.8A (1987), CEQ's handbook, Considering Cumulative Effects Under the National Environmental Policy Act (1997) and TxDOT's Guidance on Preparing Indirect and Cumulative Impact Analyses (September 2010) or most current guidance at contract execution. The ENGINEER shall document the cumulative impacts analysis in a technical report. The results included in the technical report will also be used in the EA.

**Deliverables**

- Cumulative Impacts Technical Report

**Subtask W: Construction Impacts**

The ENGINEER shall prepare a general discussion of construction impacts for each reasonable alternative for inclusion in the environmental document.

**Subtask X: Section 4(f)/Section 6(f) Evaluations**

The ENGINEER shall identify Section 4(f) properties in the study area in accordance with 49 USC 303 and assess the potential for project-related impacts on those properties. The properties identified shall include all property types listed in 23 C.F.R. 771.135 (49 USC 303).

The ENGINEER shall also identify any land use that has applied funds from the Land & Water Conservation Fund Act (LWCFA), 16 U.S.C. §§ 460I-4 to 460I-11 (commonly referred to as Section 6(f), as the provision was originally contained in Section 6(f)(3) of the LWCFA, Public Law 88-578 of 1962, before codification); and the Urban Park and Recreation Recovery Act (UPARRA), 16 U.S.C. §§ 2501 to 2514 restrict the future use of parklands or open spaces that have been improved with funds received through the LWCFA and UPARRA (collectively, "Section 6(f) resources").

- a. The ENGINEER shall use existing engineering data, archeological and historical studies, and parks records to determine whether 4(f)/6(f) properties may be present. If in the ENGINEER's opinion there is insufficient archeological, historic or engineering data upon which to base a determination of 4(f)/6(f) status, the ENGINEER shall contact the Mobility Authority to obtain further direction on how to proceed.
- b. The ENGINEER shall organize and analyze existing data to enable FHWA to make a determination of applicability in conformance with FHWA 4(f) Policy Paper (Sept. 24, 1987) and FHWA Technical Advisory T6640.8A (Oct. 30, 1987).

**Task 4: Environmental Document Preparation****Subtask A: Draft Environmental Assessment (EA)**

- a. The ENGINEER shall prepare an EA which shall include discussions of purpose and need, existing and proposed design, alternative descriptions, alternatives analysis, air/noise computer modeling, historical/archeological assessment, wildlife and endangered species review, right-of-way, displacements, socioeconomic analysis and environmental justice impacts, water quality, wetlands, floodplains, aesthetics/visual effects, and construction impacts as well as indirect and cumulative impacts. Assume the EA will evaluate the No-Build Alternative and Preferred Alternative.
- b. The ENGINEER shall prepare exhibits including, but not limited to, the

- following: vicinity map, floodplain map, existing and proposed typical sections, line diagrammatic schematic, noise and air receiver location map, wetlands inventory map, USGS map, site photographs and hazardous sites map, as appropriate.
- c. Exhibits in the document shall be limited in size to 8 1/2" x 11" or 11" x 17" for ease of reproduction. Illustrations shall be developed using GIS (ArcView) and/or CADD (Microstation) software.
  - d. The ENGINEER shall schedule and attend a review meeting to be held with the Mobility Authority for the Project. The purpose of the review is for the ENGINEER to receive comments from the Mobility Authority, TxDOT (Austin District and ENV) and the FHWA.
  - e. The ENGINEER shall revise the EA, addressing those comments obtained from the Mobility Authority, TxDOT Austin District, TxDOT ENV, FHWA, and Agency review. .

#### **Deliverables**

- Draft EA
- Revised EA per review comments (6 review cycles)

#### **Subtask B: Final EA**

- a. After the public hearing, the ENGINEER shall update the environmental document. The ENGINEER shall address the engineering and environmental issues raised at the public hearing and effect disposition of same. This action is an important part of the study process and shall involve evaluating suggestions received as a result of the hearing. This shall be done in coordination with the Mobility Authority, TxDOT Austin District, TxDOT ENV and FHWA.
- b. The ENGINEER shall revise the draft environmental document to discuss changes to the preferred alternative in response to agency and public hearing comments, as required.
- c. The ENGINEER shall review the draft impacts section and revise this section to reflect the preferred alternative and pertinent comments received during the hearing. As appropriate, the ENGINEER shall include a summary of further agency comments and a discussion of results of agency coordination.
- d. The ENGINEER shall prepare and list public hearing comments and responses. This summary shall be included as an appendix to the environmental document, as appropriate.
- e. The ENGINEER shall submit the revised draft EA for Mobility Authority, TxDOT Austin District, TxDOT ENV and FHWA review.

- f. The ENGINEER shall revise the Final EA document to respond to Mobility Authority, TxDOT, FHWA, and Agency comments. Following final revisions, the ENGINEER shall provide to the Mobility Authority hard copies and CD ROMs of the Final EA.

**Deliverables**

- Draft Final EA
- Revised FINAL EA per review comments

**Subtask C: FONSI/Final Approval**

The ENGINEER shall prepare and submit to the Mobility Authority the Draft FONSI, as appropriate, for their use in obtaining final clearance of the Project. The Draft FONSI shall be submitted to the Mobility Authority following the submission and review of the Final EA.

**Deliverables**

- One electronic copy of a Draft FONSI

**Task 5: Environmental Support Services****Subtask A: Administrative Record (AR)**

The ENGINEER shall establish, track, organize and manage the project's administrative record, which is the written record supporting the agency's decisions. The documents and materials shall be organized in chronological order by date and indexed. The index should include a brief description of each document. The index should be updated on a regular basis and a copy of the index provided to the Mobility Authority monthly. The administrative record shall be maintained by the ENGINEER throughout the duration of this work authorization. Documentation and materials to be compiled as part of the AR include:

- a. Privileged and non-privileged documents and materials (once the AR is compiled, protected documents and materials shall be retracted or removed from the record. The index shall identify the documents or materials, reflect that they are being withheld, and state on what basis they are being withheld.)
- b. Draft and final documents and materials
- c. Technical information, sampling results, survey information, engineering reports or studies
- d. E-Mail messages and attachments
- e. Correspondence and attachments



- f. Documented communications among organizations involved in the project
- g. Policies, guidelines, directives, and manuals relevant to the development of project NEPA documentation
- h. Modeling results and factual data
- i. Public involvement materials, communications, comments, and other information that documents public participation in the project
- j. Meeting minutes or transcripts
- k. Maps, drawings, and displays
- l. Photographs
- m. Field and personal notes (under special circumstances)
- n. Primary Sources

An index and a database of documents contained within the AR shall be created and maintained in chronological order by the ENGINEER. The index shall have a cover page that shall include the title of the project, date that the AR was originally compiled, date(s) AR was updated. In addition, the index would have a brief introduction and preface that explains the contents of the index, how it was organized, how to use the index, as well as a brief project description. The majority of the index would comprise a matrix that contains the following information for each item within the AR:

- a. Temporary number that corresponds to a number placed on the item
- b. Date of document or material development
- c. Author of document or material
- d. Recipient of document or material
- e. Title or Description of document or material
- f. Number of Pages

A permanent number may be placed on the documents when the AR is complete or is reviewed by appropriate personnel.

Each information item (see above) with regards to each AR item shall be designated as a separate field within the database. The database and index shall be burned onto a CD(s) and placed within the AR along with a hardcopy of the index (matrix).

The database can be used to prepare a variety of reports with regards to the AR sorted by any of the fields.

Provide an electronic copy of the AR on a compact disk (CD) and the documents not already in electronic format will be scanned. The scanned documents will be legible.

**Deliverables**

- Indexed Project Record (to be submitted monthly)
- Indexed and numbered Administrative Record, electronic file and hard copy

**Task 6: Public Involvement**

The ENGINEER shall perform public involvement activities in accordance with 43 TAC 2.40 – 2.50 as well as with the current version of TxDOT's environmental procedures manual.

**Subtask A: Public Involvement Plan**

The ENGINEER shall also develop a public involvement plan to facilitate meaningful participation to ascertain stakeholder input on initiatives to promote environmental stewardship and sustainability planning as part of the environmental decision-making process. Involvement must be early, inclusive, continuous and tailored to address the identified needs within the project area including LEP needs. The public involvement plan should include an education component to explain to the public the concepts and purpose of environmental stewardship and project sustainability. Five copies of the public involvement plan would be submitted to the Mobility Authority, TxDOT Austin District and TxDOT ENV for review and approval.

**Deliverables**

- Public Involvement Plan

**Subtask B: Stakeholder Engagement**

- a. The ENGINEER shall compile, maintain and update a mailing list of people, agencies and organizations interested in the proposed project. The Mobility Authority shall provide the ENGINEER with relevant data available to the Mobility Authority. This effort shall be in conjunction with the CE project.
- b. The ENGINEER shall provide content for inclusion on a Project Website or Public Engagement forum. Content could include, but not be limited to:
  1. Project description information
  2. Upcoming events and activities
  3. Project Reports and documentation
  4. Project newsletters and fact sheets
  5. Frequently Asked Questions

6. Links to audio and video recordings of project events such as open houses and hearings
  7. Links to related websites
  8. Public engagement forum questions and responses
- c. The ENGINEER shall write, develop, publish quarterly, full-color, project newsletters (2 11 x 17 pages maximum, double-sided, bi-fold), with the approval of the Mobility Authority, to individuals on the project mailing list. The newsletter shall incorporate factual project-related articles, text and graphics as instructed and/or approved by the Mobility Authority, TxDOT and project team. The project newsletters shall be used to provide project information updates and announce upcoming meetings and events. Project newsletters shall be distributed per newsletter version via email.
- d. Project Fact Sheets  
The ENGINEER will:
1. Prepare Fact Sheets to provide more in depth information on special project topics than can be provided in the project newsletter (e.g. explanation of alternatives, noise analysis and mitigation options, etc.). The fact sheets will be no longer than two (2) two-sided pages with appropriate graphics.
  2. Mail fact sheets to community members upon request.
  3. Make the fact sheets available in PDF format on the project website and at public involvement activities including neighborhood and public meetings, project presentations, and noise workshops.
- e. Frequently Asked Questions (FAQs)  
The ENGINEER will prepare FAQs, with responses, for approval by the Mobility Authority, TxDOT Austin District, TxDOT ENV and FHWA and posting on the project website.
- f. Community Engagement (in conjunction with the CE project):
1. Develop and maintain a list of potential community members (neighborhood associations, special interest groups, business associations, etc.) to contact for informal meetings/discussions.
  2. Send project information to community groups and offer to meet with them.
  3. Respond to requests from community members for meetings with project staff.
  4. Conduct up to 10 meetings with community groups to discuss the MoPac South Project.
  5. Coordinate with the Mobility Authority and TXDOT on meeting logistics.
  6. Maintain a complete correspondence file for the stakeholder meetings, including printed and electronic letters and other correspondence.
  7. Prepare a neighborhood meeting summary for each meeting.
- g. The ENGINEER shall coordinate and hold up to twenty (20) stakeholder

- interviews and meetings throughout the development of the Project. Stakeholders meetings would be held with targeted groups important to the consensus-building process and can be expected to be more issue-focused than the general stakeholder meetings. The ENGINEER will provide a summary of each meeting for submission to the Mobility Authority.
- h. NEPA TWG: Resource and Regulatory Agency Coordination: The ENGINEER will coordinate as necessary and/or as directed by the Mobility Authority, with the various governmental agencies, including but not be limited to the following: the City of Austin, CAMPO, USACE, United States Coast Guard, USFWS and other identified stakeholder agencies. The ENGINEER will coordinate with the Mobility Authority and GEC prior to initiating communication with the agencies. The Mobility Authority will approve the NEPA TWG members, distribution list and any letters/communications before distribution. It is anticipated that the NEPA TWG will meet six (6) times related to various topics. The ENGINEER will provide a summary of each meeting for submission to the Mobility Authority.
- i. The ENGINEER shall make all arrangements for up to three (3) Public/Scoping Meetings/Open Houses, and one (1) Public Hearing (4 events total). Each Public Meeting/Hearing shall be coordinated and held in accordance with the following:
1. The ENGINEER shall secure the meeting/hearing location, date and time (includes securing a/v equipment, chairs/tables, podium, etc.) In the interest of the community outreach and cost, the ENGINEER should ideally pursue non-commercial, community sites for the Public Meetings/Hearings when possible.
  2. The ENGINEER shall prepare and publish legal notices and Display Advertisements for each meeting/hearing. The ENGINEER shall prepare and distribute meeting notices for distribution to the contacts on project databases. The ENGINEER shall provide the Mobility Authority draft copies of legal notices and display ads at least three (3) weeks prior to first publication date.
  3. The ENGINEER shall prepare meeting/hearing handouts, agendas, name tags, sign-in sheets, speaker cards, comment cards and Power Point presentations with accompanying speech (a version for each meeting/hearing). Up to four (4) different line diagrams and up to fourteen (14) exhibit boards shall be prepared by the ENGINEER per meeting/hearing.
  4. The ENGINEER shall provide a translator (if needed), audio/video equipment (projector, screen, microphones, podium, etc.) (if needed).
  5. The ENGINEER shall provide a court reporter for each Public Meeting/Hearing.
  6. The ENGINEER shall compile and prepare responses to comments at each Public Meeting/Hearing.

7. The ENGINEER shall make up to four (4) rounds of revisions on all meeting materials. The ENGINEER shall obtain the Mobility Authority's approval on all materials prior to production or publication.
- j. The ENGINEER shall arrange up to four (4) pre-meetings (a pre-meeting prior to each series of public meeting or hearing) with the Mobility Authority and TxDOT to review all exhibits and other materials to be used at public meetings or hearings.
- k. The ENGINEER shall provide personnel to staff up to four (4) meetings/hearings including three (3) public involvement and coordination staff to perform registration, make presentations, and answer questions.
- l. The ENGINEER shall develop and submit to the Mobility Authority up to four (4) Public Meeting/Hearing Summary Reports and a Summary and Analysis of each public hearing that document the activities for each series of meetings/hearings conducted. These reports shall contain the outreach, notifications, and contacts conducted prior to the meetings/hearings; meeting/hearing details such as presentations, attendance, and pertinent details regarding the meeting/hearing; and a comment and response section that documents comments received before, during and after the meeting/hearing, and a response to each. The Public Meeting Summary Report and Public Hearing Summary and Analysis shall be sufficiently detailed to provide a full record of officially submitted comments from the meetings/hearings.

### **Deliverables**

- Updated project database/ mailing list
- Website content as described above
- Twelve (12) full-color, project e-newsletters
- Eight (8) Fact Sheets
- Eight (8) Frequently Asked Questions (FAQs)
- List of potentially interested community groups
- Up to ten (10) community meeting summary reports
- Up to twenty (20) stakeholder interviews and meetings and associated summaries
- TWG meeting summaries (6)
- Up to four (4) Public Meeting/Hearing Summary and Analysis Reports

### **Subtask C: Elected Official/Agency Involvement and Coordination**

This task is to assure coordination with local and regional jurisdictions and agencies related to the MoPac South Project; to actively solicit their participation in the planning and decision process for the project. The ENGINEER will work with the Mobility Authority to identify public agencies and jurisdictions that should be included

in the Project outreach program. This effort shall be in conjunction with the CE project.

The ENGINEER will:

- a. Work with the Mobility Authority and the TxDOT to identify elected officials at the local, regional, and federal levels who need to be briefed at key points in the project (e.g. city council members, board members of regional agencies, and federal elected representatives).
- b. Work with the Mobility Authority to prepare briefings of elected officials on a regular basis, in advance of major project related community events or activities.
- c. Prepare a briefing summary report to summarize all briefings.
- d. Support up to forty (40) briefings of elected officials.

#### **Deliverables**

- Updated project elected officials database/ mailing list
- Up to forty (40) elected official briefings and associated summaries

#### **Subtask D: Media Outreach and Coordination**

- a) The ENGINEER will work with the Mobility Authority to keep the public informed about the project.
- b) Issues Management. The ENGINEER will develop an advanced list of potential significant issues of public interest or concern and prepare contingencies for dealing with each issue and pre-prepared language or response outlines for each issue.
- c) Crisis Communications. The ENGINEER shall work with the Mobility Authority to assist in communications of a crisis nature requiring rapid response times, in particular to the local news media.

#### **Subtask E: Rider 42 Outreach Requirements**

The ENGINEER will provide fact sheets, maps, data, and other project information as requested by the Mobility Authority in support of the Mobility Authority's implementation of Rider 42 extended outreach activities.

#### **Subtask F: Context Sensitive Solutions (CSS)**

The ENGINEER will coordinate with the GEC to include the results of CSS activities into the project as necessary.

## C. FIELD SURVEYING AND PHOTOGRAMMETRY

### Task 1: Field Survey

Surveying services shall include, but are not limited to, design and environmental surveys (digital terrain models), use of geodetic methods to establish horizontal and vertical control network of the preferred alternative. Survey limits of the project will be MoPac right-of-way to right-of-way from Enfield Road to Slaughter Lane extending 500 feet from MoPac centerline down cross streets. In the areas of potential direct connects into downtown and onto Loop 360 the survey limits will extend from MoPac centerline approximately 2000 feet past Cesar Chavez to the end of the direct connects transition to the east along Cesar Chavez Street encompassing the right-of-way and approximately 2000 feet from MoPac's centerline to the west along Loop 360 encompassing the right-of-way to the first Barton Creek Mall entrance.

- a. The ENGINEER shall perform each survey in accordance with the TxDOT's latest practices, specifications, procedures and standards. Each survey shall meet or exceed the standards set in the Professional Land Surveying Practices Act, General Rules of Procedures and Practices promulgated by the Texas Board of Professional Land Surveying (TBPLS), the latest edition of the Texas Society of Professional Surveyors (TSPS) Manual of Practice for Land Surveying in the State of Texas, current Federal Geodetic Control Subcommittee's (FGCS) Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques, FGCS Standards and Specifications for Geodetic Control Networks, the State GPS Manual of Practice, and, the State Survey Guide, latest edition. Each survey shall be conducted in an organized and workman-like manner and shall be subject to the approval of the Mobility Authority.
- b. The ENGINEER shall use The North American Datum of 1983 (NAD83), Texas State Plane Coordinate System (SPCS) Central Zone, NAD83 CORS Adjustment, based upon state monuments. All coordinates and distances shown shall be project surface values expressed in units of survey feet. The project grid-to-surface combined adjustment factor shall be determined by the ENGINEER. The ENGINEER shall submit the proposed scale factor, in writing, to the Mobility Authority and TxDOT for approval. The ENGINEER shall base elevations on North American Vertical Datum 88 (NAVD88), unless otherwise directed by the Mobility Authority.
- c. The ENGINEER shall certify work performed under this contract as true and correct according to FGCS Standards, the State Survey Guide, latest edition, the State GPS Manual of Practice, latest edition or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.
- d. Survey standards for services that relate to surveying for engineering projects that are non-boundary related may be determined by the Mobility Authority,

- construction specifications, or design specifications.
- e. The ENGINEER shall provide a design survey for the preferred alternative route. This work may include right-of-entry, establishing control, leveling control, performing an aerial flight, aerial mapping and locating obscured areas. If the previously developed alternative route is used, this work shall consist of supplemental surveying.
  - f. The ENGINEER shall notify the Mobility Authority prior to performing the work if:
    1. Sufficient right-of-way monumentation cannot be found to re-establish the existing alignment and associated right-of-way lines.
    2. The work is delayed due to weather or other circumstances beyond the ENGINEER's direct control.
  - g. The ENGINEER shall perform design in compliance with the following technical requirements:
    1. Design survey shall be performed under the direct supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying. All survey work shall conform to the TxDOT Survey Manual latest addition and the TxDOT GPS Manual latest addition.
    2. Horizontal and Vertical ground control established by conventional methods conducted by the ENGINEER shall meet standards of accuracy as set forth in the TxDOT Survey Manual and the TSPS Manual of Practice for Land Surveying in the State of Texas to the category and condition delineated. The ENGINEER shall run vertical control using digital levels only unless otherwise approved by the Mobility Authority.
    3. Horizontal and/or vertical ground control used for design surveys based on GPS surveys shall meet standards of accuracy as set forth in the Federal Geodetic Control Committee publication entitled Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques, reprinted with corrections August 1, 1989, or the TxDOT GPS Manual of Practice, latest edition, as specified.
    4. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:
      - i. Side shots or short traverses shall begin and end on horizontal and vertical ground control as described in the TSPS Manual of Practice for Land Surveying in the State of Texas to the category and condition delineated.
      - ii. The ENGINEER shall use standards, procedures and equipment such that horizontal locations relative to the control may be reported within the following limits:
        - a. Bridges and other roadway structures less than 0.1 of one foot.
        - b. Utilities and improvements less than 0.2 of one foot.



- c. Cross-sections and profiles less than 1 foot.
    - d. Bore holes less than 3 feet.
  - iii. The ENGINEER shall use standards, procedures and equipment such that vertical locations relative to the control may be reported within the following limits:
    - a. Bridges and other roadway structures less than 0.02 of one foot.
    - b. Utilities and improvements less than 0.03 of one foot.
    - c. Cross-sections and profiles less than 0.1 of one foot.
    - d. Bore holes less than 0.5 of one foot.

### **Deliverables**

- Design survey for Preferred Alternative

### **Task 2: Aerial Mapping**

The purpose of aerial mapping is to provide planimetric digital mapping (DGN) and digital terrain modeling (DTM) in support of roadway design.

#### **Subtask A: Photography Airborne Data Collection**

Provide Airborne LiDAR and Digital Imagery to support aerial mapping appropriate for detailed design. The mapping corridor will have a total width 1000 feet, 500 feet left and right of the flight line along the primary alignment. The flight corridor will be from Enfield Road to 500' south of Slaughter Lane (approximately 9 miles).

To accommodate potential design options Airborne LiDAR and Digital Imagery will also be collected at two (2) additional cross streets at a distance of 2000 feet to the east towards downtown at Cesar Chavez and to the west to the first entrance of Barton Creek Mall along Loop 360 from the project (Mopac) centerline and will have a total width of 1000 feet, 500 feet left and right of the flight line of raw captured LiDAR and Imagery. 2D DGN, 3D DTM, and orthophotography for these 2 cross flights will be produced from ROW to ROW.

- a. TxDOT standards
- b. Translate all vector data to GEOPACK, ESRI, and MICROSTATION and project the data to GRID and SURFACE coordinates as required.
- c. Generate ortho-rectified images from the raw scans, with a pixel to ground resolution of 3-inches per pixel and 6-inches per pixel. Orthos will be seamless, butt-matching tiles in tif format and ECW format, and projected to GRID and SURFACE coordinates. Eight (8) total sets of ortho imagery with proper world files for correct geographic placement each image in both coordinate systems
- d. Digital orthophotography will produced using the captured Digital Imagery, which will collected in coincidence with the aerial LiDAR to give imagery to the corridor.
- e. Horizontal ground control provided shall meet standards of accuracy required

- by the Mobility Authority and as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the Texas Department of Transportation Survey Manual, latest edition, the Texas Department of Transportation GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.
- f. Vertical ground control provided shall meet standards of accuracy required by the State and as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the Texas Department of Transportation Survey Manual, latest edition, the Texas Department of Transportation GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

**Deliverables**

- Calibrated .LAS files.
- Orthoimagery files.
- Certification that the Airborne data was captured on the date indicated, signed by the aircraft pilot or aerial photographer.
- Photo index and raw digital imagery of each frame of photography on CD or DVD.

**Subtask B: DGN and DTM Files**

- a. Prepare DGN files covering the specific work location, meeting standards and specifications as required.
- b. Prepare DTM files covering the specific work location, meeting standards and specifications as required.

**Deliverables**

- 2D DGN and 3D DTM files on a medium and in a format acceptable to the Mobility Authority, delivered on CD or DVD.
- Orthophotography (created using the DTM) delivered on CD or DVD in tiff format (3 banded) with world files.
- The TxDOT's Photogrammetry Mapping Legend supplemented by the Surveyor.

**Task 3: Aerial Photography Control Surveys**

The purpose of an aerial photography control survey is to provide ground control in support of aerial photogrammetry along the preferred alternative alignment, for the determined limits of the project.

- a. Establish panel points (20 secondary control points) in accordance with the approved panel layout as directed by the Mobility Authority. Maintain until the LiDAR from the flight is approved.

- b. Determine the coordinates of the panels and offsite control points.

Determine the elevations of the panels.

- c. Place panel material at the established points and maintain until the LiDAR from the flight is approved.
- d. Prepare, to scale, a Survey Control Index Sheet, for the twenty (20) secondary control points and the 11 primary control points.

Prepare a Horizontal and Vertical Control Sheet and an individual control Data sheet for each of the eleven (11) primary control points.

Perform ground surveys of obscured areas where LiDAR mapping is obscured by vegetation canopy or other obstructions.

QC check of aerial LiDAR mapping by ground survey cross-sections of hard surfaces approximately every 1000 feet (50 total).

#### Traffic Control for work within Right-of-Way

##### a. Technical Requirements

1. Aerial photography control surveys shall be performed under the direct supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.
2. The coordinate location of center panel and wing panels based on acceptable methods, conducted by the ENGINEER, shall meet the standards of accuracy as set forth below:
3. Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the Texas Department of Transportation Survey Manual, latest edition, the Texas Department of Transportation GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.
4. The elevation of center panel points and wing panel points based on acceptable methods, conducted by the ENGINEER, shall meet the standards of accuracy as set forth below:
5. Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the Texas Department of Transportation Survey Manual, latest edition, the Texas Department of Transportation GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.
6. The elevation of wing panel points based on side shots or short traverses

shall meet the following criteria:

- i. Side shots or short traverses shall begin and end on vertical ground control as described above.
- ii. Standards, procedures, and equipment used shall be such that the vertical location relative to the control may be reported to within 0.02 of one foot.

### **Deliverables**

- Final panel layout showing the location of the panel points and labeled with their respective alpha-numeric designations.
- 11 inch by 17 inch index map showing an overall view of the project and the relationship of primary monumentation and control used in the preparation of the project, signed and sealed by a Registered Professional Land Surveyor, and as directed by the Mobility Authority.
- 11 inch by 17 inch horizontal and vertical control sheet showing the primary survey control monumentation used in the preparation of the project, signed and sealed by a Registered Professional Land Surveyor, and as directed by the Mobility Authority.
- 8 ½ inch by 11 inch data sheet for each panel point which shall include, but need not be limited to, a location sketch, a physical description of the point, surface coordinates, the elevation, and datums used, signed and sealed by a Registered Professional Land Surveyor.
- CD containing the graphics files and scanned images of the control data sheets.
- Typed statement describing the datum used along with copies of all relevant NGS, USCGS and State data sheets.
- Typed tabulation of all panel points with their respective alpha-numeric designations, surface coordinates (for center panel points only), and elevations.

### **Task 4: Establish Primary Control Points**

The ENGINEER shall establish a minimum of eleven primary project control points (5/8" iron rods with State Control Caps set in concrete) using the StateCORS system (Level 2) as the basis for the project's Horizontal and Vertical coordinate system. These control points shall be located within the existing ROW. eleven (11) control points shall be required.

An 8 ½ inch by 11 inch survey control data sheet for each of the eleven (11) primary control points which shall include, but need not be limited to, a location sketch, a physical description including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datum used.

The Survey Control Data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.

**Deliverables**

- Four (4) Control drawings of the primary control and aerial mapping (secondary) control (to include datum and scale factor information) on a .pdf scan file of the control sheets. (Two copies delivered to the District Surveyor and two copies delivered to the Mobility Authority.)
- eleven (11) Individual Control Data Sheets shall be delivered for each of the eleven (11) primary control points for the project and a .pdf scan file.
- Four (4) CD-ROMs containing the files described above.

**Task 5: Level Control**

The ENGINEER shall verify and adjust the control vertically with digital differential leveling. The ENGINEER shall perform leveling throughout the entire limits or length of the Preferred Alternative. Primary and secondary control points shall be tied together to establish adjusted vertical control for the project. The ENGINEER shall base the adjusted vertical datum on the values derived for the adjusted primary control.

**Task 6: Locate Existing Right-of-Way**

- a. The ENGINEER shall use the preferred alternative alignment to reconstruct the existing approximate right-of-way lines of intersecting public roadways. The ENGINEER shall use the following to construct and reconstruct the associated right-of-way lines:
  1. Record information
  2. Right-of-way information from State strip maps
  3. Collected monumentation
  4. Visible evidence, existing fences or apparent monumentation along each respective intersecting roadway.
  5. Additional courthouse research of deeds/plats for the county roads or adjoining acreage tracts will be not performed at this time.
- b. The ENGINEER shall tie all collected survey data to the established project survey control.
- c. The ENGINEER shall reconstruct any drainage easements, in accordance with the State strip map.
- d. The ENGINEER shall collect and map available utility record information for existing major utility systems within the study area. Record information will consist of "as-built" or "record drawings" of these major existing utility systems. The major utility systems consist of overhead electric transmission lines, petroleum lines, and water/wastewater pipelines 24 inches in diameter and above within the existing right-of-way. Only these major utility systems apply to this service. Collection of this information will include, 1) using the Texas One-Call System to determine the major existing utility companies

- within the project limits, 2) contact each major utility company identified and any other major utility companies known to request record information of their existing systems, 3) review Texas Railroad Commission GIS maps for evidence of any petroleum pipeline systems within the project limits, and 4) provide a field reconnaissance of adjacent parallel roadways and roadways within the project limits to identify and collect utility marker posts showing major existing utility systems that may encroach on the project limits.
- e. The ENGINEER shall analyze the collected record information for duplications/missing information and shall prepare a map showing this information.
- f. The ENGINEER shall identify all utility easements that have an impact on the project limits.

**Deliverables**

- Identification of right-of-way boundary
- List and map of utility record information for existing major utility systems within the study area

In Karst Zones 1 and 2, ROE should be prepared that includes a 500" buffer.

**Task 8: Supplemental Survey at Cross Roads and Railroad**

The ENGINEER shall provide survey for cross roads and locate any drainage structures within the approximately 30 intersecting right-of-ways that will be mapped by aerial LiDAR.

If necessary, the ENGINEER shall survey the top of rail (at approximate 500' intervals) for the UPRR line up to 2000' north and south of the preferred alternative alignment.

**Deliverables**

- Cross section survey for intersecting roads and rail.

**Task 9: Water Crossing Sections**

The ENGINEER shall survey cross sections of waterbody crossings (at approximate 500' intervals) up to 2000' right and left from the proposed ROW of the preferred alternative alignment. Water bodies are to include Lady Bird Lake, Barton Creek, the drainage channel under MoPac approximately 100' north of Southwest Pkwy., drainage channel under MoPac between Monterey Oaks Blvd and William Cannon Blvd., the drainage channel under MoPac between Convict Hill Rd. and Latta Dr., and the drainage channel under MoPac just north of Davis Lane and adjacent to Dick Nichols Park for a total of six (6) water bodies to be surveyed. Assuming ten (10) waterbodies or areas of cross-sections.

**Deliverables**

- Cross section survey for water crossings.
- Two copies of the Surveyor's project field books.

**D. DRAINAGE & WATER QUALITY****Task 1: General**

- a. Unless otherwise specified, the current online State Hydraulics Design Manual shall serve as the basis for all drainage policy, procedures, guidelines, report, and plan sheet documentation required for this project. The manual can be downloaded from the TxDOT's website. Likewise, the Austin District Hydraulics Engineer (DHE) should be consulted for guidance on policy, regulations, standards, and District preferences. Local drainage criteria shall not be used for the project without the prior approval of the Mobility Authority.
- b. Computation of floodplain impacts generally requires flood routing and the use of a unit hydrograph methodology that takes into consideration the effects of infiltration, storage, timing parameters, etc. The NRCS curve number method is preferred, but other unit hydrograph techniques could also be used. Coordination with the Mobility Authority and the DHE is required on the hydrologic method to be used if different than the NRCS curve number method for areas 200 acres or larger and the Rational Method for areas less than 200 acres.
- c. Detail ditch and/or storm sewer analysis is generally not expected at this level, which concentrates on addressing environmental and schematic drainage concerns. However, the effects on streams from addition of impervious cover, encroachments, changes in roadway horizontal and vertical alignments, and changes in topography, as a result of the roadway project, must be determined.

**Task 2: Hydrology and Hydraulics – Non-FEMA Regulated Crossings**

- a. Not including FEMA regulated crossings, the ENGINEER shall model the hydrology of all crossing structures along the preferred alternative.
- b. The ENGINEER shall model the hydraulics of all crossing structures using HEC-RAS. The full range of storm frequencies should be evaluated in the analysis, from the 50 percent to the 1 percent annual exceedance probability storm event.
- c. Not including FEMA regulated stream crossings, all cross-drain structures (culverts and bridges) shall be identified and evaluated for the preferred

- alternative only. The following considerations shall be included in the proposed hydraulics analysis and design:
1. Proposed roadway profile and encroachment
  2. Degree of upstream and downstream development
  3. Proposed alignment/roadway features that could create increases in water surface elevations outside of the State right of way
  4. Proposed alignment/roadway features that could create increases in water velocities and erosion impacts. Evaluation of soil types and erosion potential is included here.
  5. Impacts and mitigation alternatives.
- d. For the preferred alternative, the ENGINEER shall analyze ditches and channels adequately enough to establish proposed project ROW and necessary easements.
- e. The ENGINEER shall provide a preliminary cost estimate for all drainage structures for the preferred alternative only.

#### **Deliverables**

- Input and output files in electronic format of all hydrologic and hydraulic modeling software used in the project.
- Hydraulic Analysis for inclusion in design
- Preliminary cost estimate for all drainage structures for the preferred alternative.

### **Task 3: Hydrology and Hydraulics – FEMA Regulated Crossings**

All FEMA regulated streams will be modeled for the preferred alternative only.

Existing basin conditions are the normal design criteria used by TxDOT. The use of ultimate basin conditions on this project shall be considered on a case by case basis, and after an assessment performed by TxDOT and the Mobility Authority. Therefore, coordination with the Mobility Authority and the DHE shall be required if the ENGINEER deems necessary to use ultimate basin conditions.

- a. In the process of selecting the preferred alternative, the ENGINEER shall gather FEMA regulated floodplain information to be used in comparing impacts on up to three (3) alternatives. No hydrologic or hydraulic modeling will be performed prior to choosing the preferred alternative.
- b. The ENGINEER shall coordinate with the floodplain administrator (FPA) of Travis County and other appropriate jurisdictions to obtain hydrologic and hydraulic information on the FEMA regulated streams that cross this project. The ENGINEER and its staff shall not represent themselves to the FPA as having decision-making authority on behalf of The Mobility Authority. This task includes acquisition of the hydrologic and hydraulic models for the pertinent streams.



- c. For Zone AE stream crossings, the ENGINEER shall review the effective hydrological model for recent changes in development and update to a current effective model if necessary.
- d. For Zone A stream crossings, the ENGINEER shall create a current effective hydrological model (by using a unit hydrograph methodology such as the NRCS Curve Number Method.)
- e. For Zone A and Zone AE stream crossings, the ENGINEER shall create a proposed hydrological model by updating the effective or current hydrologic model to account for the proposed project changes. Proposed project changes could include additional impervious cover, potential sub-basin area changes, potential changes to timing parameters, etc.  
In those basins along the project where the hydrologic analysis for the proposed conditions determines that the runoff drains into the stream before the main flood peak on the stream arrives, no additional hydrologic analysis of the stream shall be required and the current or effective hydrological model shall be used.

In the basins where the proposed hydrologic analysis indicates a potential timing conflict between the main flood peak and the basin specific peak, additional hydraulic analysis shall be performed to determine increases in proposed water surface elevation along the stream. Runoff hydrographs representing the existing and increased impervious area roadway conditions, as well as other relevant project changes shall be used to determine impacts based on timing.

- f. For Zone AE stream crossings, the ENGINEER shall review the effective hydraulic model for recent changes in development and update to a current effective model if necessary.
- g. For Zone A stream crossings, the ENGINEER shall create a current effective hydraulic model using existing project parameters.
- h. For Zone A and Zone AE stream crossings, the ENGINEER shall create a proposed hydraulic model by updating the effective or current effective hydraulic model to account for the proposed project changes.
- i. If water surface elevations are increased outside of the State right-of-way, the ENGINEER shall determine the extent of the impact, and discuss mitigation alternatives.
- j. The ENGINEER shall prepare a draft Hydraulics report to be reviewed by the Mobility Authority. The report shall adequately address environmental concerns related to floodplain impacts, as well as discuss assumptions, parameters, procedures, results, and recommendations. This report shall also present and discuss impacts and mitigation.

- k. Where impacts exist, at least one mitigation alternative shall be evaluated and discussed in the hydraulics report.

**Deliverables**

- Hydrologic models for the preferred alternative
- Hydraulic models for the preferred alternative
- Draft hydraulics report
- Final hydraulics report.

**Task 4: Water Quality**

A significant portion of the project shall likely be located over the Edwards Aquifer Recharge and Contributing Zones and so the TCEQ Edwards Aquifer rules need to be addressed. Much of the technical effort for this work is addressed elsewhere in this scope. The estimate of the runoff volume for the water quality load would simply be a function of that previous effort combined with the actual load computations.

- a. , The ENGINEER shall develop load calculations for the constituents of concern for the preferred alternative, as well as existing conditions to facilitate comparison of the two. The type and locations for Best Management Practices (BMP) will be provided for the preferred alternative. The BMPs evaluated should include Low Impact Development Practices as well as conventional end-of-pipe controls. At a minimum any recommended BMPs must comply with the requirements of the Edwards rules.
- b. The ENGINEER shall identify and document BMP's in the draft and final hydraulics reports and provide cost estimates.

In coordination with the Mobility Authority, the ENGINEER shall determine any necessary drainage easements for safely conveying drainage, providing detention and/or water quality BMPs for the preferred alternative.

## **IV. MOPAC SOUTH OVERPASSES PROJECT**

### **A. DESIGN STUDIES**

#### **Task 1: Alternatives Analysis**

- a. The ENGINEER shall prepare up to two preliminary design options for each crossing location (Slaughter Lane and La Crosse).
- b. The ENGINEER shall integrate environmental stewardship and sustainability strategies into the reasonable alternatives. Environmental stewardship and sustainability strategies are developed to address such issues as improved quality of access to goods and services, improved air quality, noise reduction, improved water quality, protection of habitat and open space, historic preservation, increased social equity, economic development, and a satisfying quality of life, in addition to local goals consistent with the overall project purpose and need.

#### **Deliverables**

- Preliminary Design options for overpasses at the intersections of MoPac and Slaughter Lane and MoPac and La Crosse Avenue.

#### **Task 2: Design Criteria**

The ENGINEER shall use design criteria as set forth in Roadway Design Manual, Bridge Design Manual, Hydraulic Design Manual, and other deemed necessary State approved manuals. In addition, the ENGINEER shall prepare the Design Summary Report, (DSR). The ENGINEER shall prepare all work in accordance with the latest version of applicable State procedures, specifications, manuals, guidelines, standard drawings, standard specifications or previously approved special provisions and special specifications to include: the Roadway Design Manual, Hydraulic Design Manual, the TMUTCD, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2004, and other State approved manuals. When design criteria are not identified in State manuals, the ENGINEER shall notify the Mobility Authority and refer to the AASHTO, A Policy on Geometric Design of Highways and Street, (latest Edition). In addition, the ENGINEER shall follow the guidelines shown in the PS&E Preparation Manual which the ENGINEER may download from the TxDOT website. The ENGINEER shall obtain written concurrence from the Mobility Authority prior to proceeding with a design if any questions arise during the design process regarding the applicability of the design criteria.

#### **Deliverables**

- Design Summary Report

**Task 3: Preliminary Cost Estimates**

The ENGINEER shall develop a preliminary construction cost estimate for all proposed design options using the most current relevant industry unit prices.

**Deliverables**

- Preliminary cost estimates

**Task 4: Design Schematics**

For each overpass, the ENGINEER shall:

- a. The ENGINEER will develop the geometric design that will include the refinement of the proposed typical sections and a fully calculated geometric design that includes all necessary horizontal and vertical alignments.
- b. The ENGINEER will develop preliminary design cross sections. The cross sections will be used to identify the preliminary ROW requirements and assist in locating proposed retaining walls, bridge locations, etc. Earthwork quantities derived from the cross sections will be used in the development of the preliminary construction cost estimate.
- c. The ENGINEER will prepare a geometric schematic plan and profile drawing in accordance with the Chapter 1, Section 3, of TxDOT's *Roadway Design Manual*. The ENGINEER shall deliver 3 copies of the schematic design to the Mobility Authority for approval.
- d. The ENGINEER will perform basic preliminary engineering to determine general bent placements and structure depths for all new bridges including direct connections.
- e. The ENGINEER will recommend a final design option to the Mobility Authority and TxDOT for inclusion and further analysis in the CE document.

**Deliverables**

- Geometric schematic for overpasses utilizing the TxDOT Austin District Schematic Checklist (in both DGN and PDF formats).
- Preliminary design cross sections in both electronic and roll format
- Preliminary quantities and construction cost estimates for each proposed design option.
- Recommended design option for each intersection.

**Task 5: Traffic Engineering Studies**

The Mobility Authority's traffic consultant will conduct the traffic engineering studies. The ENGINEER will be required to coordinate with the traffic consultant and provide supporting information related to geometry and access points.

The ENGINEER shall:

- a. Provide traffic pattern diagrams related to the overpass configurations, and express lane access to aid in traffic analysis to support the air quality analysis, MSAT analysis, and level of service and operations analysis.
- b. Provide electronic files of the proposed design options.

**Deliverables**

- Traffic pattern diagrams for overpass configurations
- Electronic files for use by traffic consultant

**B. SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT**

The ENGINEER shall provide environmental and public involvement services necessary to produce a CE for the Project

**Task 1: Preliminary Environmental Constraints**

**Subtask A: Constraints Identification**

The ENGINEER shall perform a desktop review of environmental constraints within the study area. Constraints to be identified include:

- a. Cemeteries
- b. Parks, Preserves, Trails & Greenbelts
- c. Soils
- d. Karst zones
- e. Known karst features
- f. Edwards Aquifer Recharge & Transition Zones
- g. Historic Properties
- h. Archeological sites
- i. City of Austin water quality protection lands
- j. Hazardous material sites
- k. Data from the Texas Parks and Wildlife Department's Natural Diversity Database
- l. United States Fish and Wildlife Service's Critical Habitat Mapper
- m. National Wetland Inventory Data
- n. Floodplains
- o. National Hydrography Dataset
- p. Land uses identified through aerial photo interpretation
- q. Existing and planned development

The above information shall be mapped in GIS.

**Subtask B: Project Scope for Environmental Review Documents (CE)**

The ENGINEER shall complete a Project Scope for Environmental Review Documents for the CE. The completed draft will be submitted to Mobility Authority and TxDOT (Austin District and ENV) for review and approval. A workshop with Mobility Authority and TxDOT (Austin District and ENV) may be required to complete the process. Upon approval, the ENGINEER shall draft an Environmental Classification Letter to be submitted to TxDOT for review and approval (Austin District and ENV) and upon approval, submitted to FHWA.

**Deliverables**

- Constraints Map
- Project Scope for Environmental Review Documents
- Environmental Classification Letter
- Meeting Minutes, if meetings related to this task are held.

**Task 2: Data Collection/Existing Conditions/Environmental Analysis****Subtask A: Existing Conditions**

The ENGINEER shall assess the existing conditions in the study area and provide an overall analysis of the existing conditions and features for the proposed project. This task shall incorporate all previous studies in the study area and other available project data to identify the existing conditions and features that have a potential influence on the project. The ENGINEER shall submit a technical memorandum of the Existing Condition Analysis prior to submittal of the CE.

**Deliverables**

- Existing Conditions Technical memorandum

**Subtask B: Categorical Exclusion**

- a. Project History/Status: The ENGINEER shall prepare a Project description and Project development history for the Project.
- b. Data Collection: Available information to be reviewed and types of surveys include but are not limited to:
  1. Locations of public buildings, schools, churches, parks, etc.
  2. Aerial/Infrared photography, if available
  3. National Wetland Inventory (NWI) maps
  4. Site review for presence of non-inventoried wetlands
  5. County Soil Survey maps
  6. Texas Commission of Environmental Quality (TCEQ) and U.S. Environmental Protection Agency (EPA) Hazardous Materials Database information

7. Federal Emergency Management Agency (FEMA) 100-year floodplains
  8. Vegetation information
  9. Threatened and Endangered Species information
  10. Air Quality
  11. Demographic data
  12. Cultural Resources data to include historic structures and archeological resources
- c. Description of Affected Environment: Through data collection and field investigation, the ENGINEER will describe the affected environment. The description will include, as appropriate, land use, soils (including prime farmland soils), noise, air quality, socio-economic characteristics, surface water, groundwater, wetlands, vegetation, wildlife habitat, threatened and endangered species, hazardous materials sites, cultural resources and Section 4(f) properties.
- d. Environmental Consequences: The ENGINEER will address impacts of the proposed action on the affected environment.
- e. Document Preparation/Comment Response: The ENGINEER will prepare the draft CE for review by the Mobility Authority, TxDOT Austin District, TxDOT ENV, relevant regulatory agencies, and FHWA. The ENGINEER shall revise the Final CE document to respond to Mobility Authority, TxDOT, FHWA, and Agency comments. Following final revisions, the ENGINEER shall print and deliver to the Mobility Authority hard copies and CD ROMs of the Final CE.

### **Deliverables**

- Hard copy of the draft CE document plus one electronic copy, per submittal
- Hard copy of the final CE document; and an electronic copy.

### **Task 3: Environmental Support Services**

#### **Task 4: Public Involvement**

The ENGINEER shall perform public involvement activities in accordance with 43 TAC 2.40 – 2.50 as well as with the current version of TxDOT's environmental procedures manual.

#### **Subtask A: Stakeholder Engagement**

- a. The ENGINEER shall compile, maintain and update a mailing list of people, agencies and organizations interested in the proposed project. The Mobility Authority shall provide the ENGINEER with relevant data available to the

Mobility Authority. This effort shall be in conjunction with the EA project.

- b. The ENGINEER shall write, develop, publish and email up to two (2) full-color, project newsletters (2 11 x 17 pages maximum, double-sided, bi-fold), with the approval of the Mobility Authority, to individuals on the project mailing list. The newsletter shall incorporate factual project-related articles, text and graphics as instructed and/or approved by the Mobility Authority, TxDOT and project team. The project newsletters shall be used to provide project information updates and announce upcoming meetings and events. Project newsletters shall be distributed per newsletter version via email. The ENGINEER shall make up to four rounds of revisions per newsletter.
- c. Project Fact Sheets:
  - 1. Prepare up Fact Sheets to provide more in depth information on special project topics than can be provided in the project newsletter (e.g. explanation of alternatives, noise analysis and mitigation options, etc.). The fact sheets will be no longer than two (2) two-sided pages with appropriate graphics.
  - 2. Mail fact sheets to community members upon request.
  - 3. Make the fact sheets available in PDF format on the project website and at public involvement activities including neighborhood and public meetings, project presentations, and noise workshops.

### **Subtask B: Public Involvement**

The ENGINEER shall make all arrangements for up to two (2) Public Meetings/Open Houses. Each Public Meeting/Open House shall be coordinated and held in accordance with the following:

- a. The ENGINEER shall secure the meeting location, date and time (includes securing a/v equipment, chairs/tables, podium, etc.) In the interest of the community outreach and cost, the ENGINEER should ideally pursue non-commercial, community sites for the Public Meetings/Hearings when possible.
- b. The ENGINEER shall prepare and publish legal notices and Display Advertisements for each meeting/hearing. The ENGINEER shall prepare and distribute meeting notices for distribution to the contacts on project databases. The ENGINEER shall provide the Mobility Authority draft copies of legal notices and display ads at least three (3) weeks prior to first publication date.
- c. The ENGINEER shall prepare meeting/hearing handouts, agendas, name tags, sign-in sheets, speaker cards, comment cards and Power Point



presentations with accompanying speech (a version for each meeting/hearing). Up to four (4) different line diagrams and up to fourteen (14) exhibit boards shall be prepared by the ENGINEER per meeting/hearing.

- d. The ENGINEER shall provide a translator (if needed), audio/video equipment (projector, screen, microphones, etc. podium, etc.) (if needed).
- e. The ENGINEER shall provide a court reporter for each Public Meeting/Open House.
- f. The ENGINEER shall compile and prepare responses to comments at each Public Meeting/Open House.
- g. The ENGINEER shall make up to four (4) rounds of revisions on all meeting materials. The ENGINEER shall obtain the Mobility Authority's approval on all materials prior to production or publication.
- h. The ENGINEER shall arrange up to two (2) pre-meetings (a pre-meeting prior to each series of Public Meeting or Open House) with the Mobility Authority and TxDOT to review all exhibits and other materials to be used.
- i. The ENGINEER shall provide personnel for each Meeting/Open House including three (3) public involvement and coordination staff to perform registration, make presentations, and answer questions.
- j. The ENGINEER shall develop and submit to the Mobility Authority up to two (2) Public Meeting/Hearing Summary Reports that document the activities for each series of meetings/hearings conducted. These reports shall contain the outreach, notifications, and contacts conducted prior to the meetings; meeting details such as presentations, attendance, and pertinent details regarding the meeting; and a comment and response section that documents comments received before, during and after the meeting, and a response to each. The Public Meeting Summary Report shall be sufficiently detailed to provide a full record of officially submitted comments from the meetings/hearings.

### **Deliverables**

- Updated project database/mailing list
- Website content as described above
- Two (2) full-color, project e-newsletters
- Fact Sheets
- List of potentially interested community groups
- Neighborhood meeting summaries
- Two Public Meeting/Open House Summary and Analysis Reports

## **V. FIELD SURVEYING AND PHOTOGRAMMETRY**

### **Task 1: Field Survey**

Surveying services shall include, but are not limited to, design and environmental surveys (digital terrain models), use of geodetic methods to establish horizontal and vertical control network of the proposed project. Limits of the survey area, as stated in the introduction, will be right-of-way to right-of-way of MoPac from Davis Lane to SH 45 extending 500 feet from the centerline of MoPac down cross-streets. (Approximately 3 miles)

The ENGINEER shall perform survey in accordance with the TxDOT's latest practices, specifications, procedures and standards. Each survey shall meet or exceed the standards set in the Professional Land Surveying Practices Act, General Rules of Procedures and Practices promulgated by the Texas Board of Professional Land Surveying (TBPLS), the latest edition of the Texas Society of Professional Surveyors (TSPS) Manual of Practice for Land Surveying in the State of Texas, current Federal Geodetic Control Subcommittee's (FGCS) Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques, FGCS Standards and Specifications for Geodetic Control Networks, the State GPS Manual of Practice, and, the State Survey Guide, latest edition. Each survey shall be conducted in an organized and workman-like manner and shall be subject to the approval of the Mobility Authority.

The ENGINEER shall use The North American Datum of 1983 (NAD83), Texas State Plane Coordinate System (SPCS) Central Zone, NAD83 CORS Adjustment, based upon state monuments. All coordinates and distances shown shall be project surface values expressed in units of survey feet. The project grid-to-surface combined adjustment factor shall be determined by the ENGINEER. The ENGINEER shall submit the proposed scale factor, in writing, to the Mobility Authority and TxDOT for approval. The ENGINEER shall base elevations on North American Vertical Datum 88 (NAVD88), unless otherwise directed by the Mobility Authority.

The ENGINEER shall certify work performed under this contract as true and correct according to FGCS Standards, the State Survey Guide, latest edition, the State GPS Manual of Practice, latest edition or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

Survey standards for services that relate to surveying for engineering projects that are non-boundary related may be determined by the Mobility Authority, construction specifications, or design specifications.

The ENGINEER shall provide a design survey for the proposed project. This work may include right-of-entry, establishing control, leveling control, performing an aerial flight, aerial mapping and locating obscured areas. If the previously developed alternative route is used, this work shall consist of supplemental surveying.

The ENGINEER shall notify the Mobility Authority prior to performing the work if:

- a. Sufficient right-of-way monumentation cannot be found to re-establish the existing alignment and associated right-of-way lines.
- b. The work is delayed due to weather or other circumstances beyond the ENGINEER's direct control.

The ENGINEER shall perform design in compliance with the following technical requirements:

- a. Design survey shall be performed under the direct supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying. All survey work shall conform to the TxDOT Survey Manual latest addition and the TxDOT GPS Manual latest addition.
- b. Horizontal and Vertical ground control established by conventional methods conducted by the ENGINEER shall meet standards of accuracy as set forth in the TxDOT Survey Manual and the TSPS Manual of Practice for Land Surveying in the State of Texas to the category and condition delineated. The ENGINEER shall run vertical control using digital levels only unless otherwise approved by the Mobility Authority.
- c. Horizontal and/or vertical ground control used for design surveys based on GPS surveys shall meet standards of accuracy as set forth in the Federal Geodetic Control Committee publication entitled Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques, reprinted with corrections August 1, 1989, or the TxDOT GPS Manual of Practice, latest edition, as specified.
- d. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:
  1. Side shots or short traverses shall begin and end on horizontal and vertical ground control as described in the TSPS Manual of Practice for Land Surveying in the State of Texas to the category and condition delineated.
  2. The ENGINEER shall use standards, procedures and equipment such that horizontal locations relative to the control may be reported within the following limits:
    - i. Bridges and other roadway structures less than 0.1 of one foot.
    - ii. Utilities and improvements less than 0.2 of one foot.
    - iii. Cross-sections and profiles less than 1 foot.
    - iv. Bore holes less than 3 feet.

3. The ENGINEER shall use standards, procedures and equipment such that vertical locations relative to the control may be reported within the following limits:
  - i. Bridges and other roadway structures less than 0.02 of one foot.
  - ii. Utilities and improvements less than 0.03 of one foot.
  - iii. Cross-sections and profiles less than 0.1 of one foot.
  - iv. Bore holes less than 0.5 of one foot.

### **Deliverables**

- Design survey for proposed project

## **Task 2: Aerial Mapping**

The purpose of aerial mapping is to provide planimetric digital mapping (DGN) and digital terrain modeling (DTM) in support of roadway design.

### **Subtask A: Aerial Photography**

Provide aerial photography for low altitude aerial mapping appropriate for detailed design. Assuming the mapping corridor will have a total width 1000 feet, 500 feet left and right of the flight line. The aerial mapping work flow will consist of the following:

- Establish flight and ground control configuration
- Coordinate exact panel placement, utilizing public ROW where possible
- Notify the flight team that panels are down and the project is ready to fly
- Acquire the 1"=250' scale color photography and perform photo lab processing of the film high-precision, photogrammetric digital scanning to convert each film exposure into a digital image
- Import the X,Y,Z values for all ground control panels
- Perform fully analytical aero-triangulation to densify the ground control and bridge the digital images in order to provide stereo orientations for 3D data collection
- Use 3D stereo-compilation methods to digitize all visible planimetric features
- Use 3D stereo-compilation methods to digitize the digital terrain model (DTM), to create an accurate 3D model of the ground which will be of suitable accuracy for 1-foot contour generation
- Import field data in void areas
- Generate 1-foot topographic contours from the digital terrain model, with labels and spot heights, that will be suitable for 1"=50' scale mapping according to TxDOT standards

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- Use 3D stereo-compilation methods to digitize the digital terrain model (DTM), to create an accurate 3D model of the ground which will be of suitable accuracy for 1-foot contour generation
- Import field data in void areas
- Generate 1-foot topographic contours from the digital terrain model, with labels and spot heights, that will be suitable for 1"=50' scale mapping according to TxDot standards
- Translate all vector data to GEOPACK, ESRI, and MICROSTATION and project the data to GRID and SURFACE coordinates as required.
- Generate ortho-rectified images from the raw scans, with a pixel to ground resolution of 3-inches per pixel and 6-inches per pixel. Orthos will be seamless, butt-matching tiles in tif format and ECW format, and projected to GRID and SURFACE coordinates. Eight (8) total sets of ortho imagery with proper world files for correct geographic placement each image in both coordinate systems

#### Ground Control Accuracy Standards

- a. Horizontal ground control provided shall meet standards of accuracy required by the Mobility Authority and as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the Texas Department of Transportation Survey Manual, latest edition, the Texas Department of Transportation GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.
- b. Vertical ground control provided shall meet standards of accuracy required by the State and as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

#### **Deliverables**

- Uncut film, labeled as to county, highway, date of flight, photograph panel number, and photograph scale, delivered in a protective canister.
- Contact prints (2 complete sets).
- Orthoimagery files.

- Certification that the photographs were taken on the date indicated, signed by the airplane pilot or aerial photographer.
- Photo index and scanned digital imagery of each frame of photography on CD or DVD.

### **Subtask B: DGN and DTM Files**

- a. Prepare DGN files covering the specific work location, meeting standards and specifications as required.
- b. Prepare DTM files covering the specific work location, meeting standards and specifications as required.

### **Deliverables**

- DGN and DTM files on a medium and in a format acceptable to the Mobility Authority, delivered on CD or DVD.
- Orthophotography (created using the DTM) delivered on CD or DVD in tiff format (3 banded) with world files.
- The Mobility Authority's Photogrammetry Mapping Legend supplemented by the Surveyor.

### **Task 3: Aerial Photography Control Surveys**

The purpose of an aerial photography control survey is to provide ground control in support of aerial photogrammetry for the determined limits of the project.

- a. Establish panel points in accordance with the approved panel layout as directed by the Mobility Authority. Maintain until the photographs from the flight are approved.

With the use of airborne GPS there may be fewer ground control panels needed. Panel location plan will be submitted to the Mobility authority for approval.

- b. Determine the coordinates of the panel and offsite control points.
- c. Determine the elevations of the panels.
- d. Place panel material at the established points and maintain until the photographs from the flight are approved.
- e. Prepare, to scale, a Survey Control Index Sheet, for the four (4) secondary control points and the 2 primary control points.
- f. Prepare a Horizontal and Vertical Control Sheet and an individual control data sheet for each of the four (2) primary control points.

**Deliverables**

- Final panel layout showing the location of panel points and labeled with their respective alpha-numeric designations.
- 11 inch by 17 inch index map showing an overall view of the project and the relationship of primary monumentation and control used in the preparation of the project, signed and sealed by a Registered Professional Land Surveyor, and as directed by the Mobility Authority.
- 11 inch by 17 inch horizontal and vertical control sheet showing the primary survey control monumentation used in the preparation of the project, signed and sealed by a Registered Professional Land Surveyor, and as directed by the Mobility Authority.
- 8 ½ inch by 11 inch data sheet for each panel point which shall include, but need not be limited to, a location sketch, a physical description of the point, surface coordinates, the elevation, and datums used, signed and sealed by a Registered Professional Land Surveyor.
- CD containing the graphics files and scanned images of the control data sheets.
- Typed statement describing the datum used along with copies of all relevant NGS, USCGS and State data sheets.
- Typed tabulation of all panel points with their respective alpha-numeric designations, surface coordinates (for center panel points only), and elevations.

**Task 4: Establish Primary Control Points**

The ENGINEER shall establish a minimum of four primary project control points (5/8" iron rods with State Control Caps set in concrete) using the StateCORS system (Level 2) as the basis for the project's Horizontal and Vertical coordinate system. These control points shall be located within the existing ROW. Two (2) control points shall be required.

An 8 ½ inch by 11 inch survey control data sheet for each of the two (2) primary control points which shall include, but need not be limited to, a location sketch, a physical description including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datum used.

The Survey Control Data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.

**Deliverables**

- Four (4) Control drawings of the primary control and aerial mapping (secondary) control (to include datum and scale factor information) on a .pdf scan file of the control sheets. (Two copies delivered to the District Surveyor and two copies delivered to the Mobility Authority.)
- Two (2) Individual Control Data Sheets shall be delivered for each of the two (2) primary control points for the project and a .pdf scan file.

- Four (4) CD-ROMs containing the files described above.

### **Task 5: Level Control**

The ENGINEER shall verify and adjust the control vertically with digital differential leveling. The ENGINEER shall perform leveling throughout the entire limits or length of the proposed design option. Primary and secondary control points shall be tied together to establish adjusted vertical control for the project. The ENGINEER shall base the adjusted vertical datum on the values derived for the adjusted primary control.

### **Task 6: Locate Existing Right-of-Way**

- a. The ENGINEER shall reconstruct the existing approximate right-of-way lines of intersecting public roadways, for the project area. The ENGINEER shall use the following to construct and reconstruct the associated right-of-way lines:
  1. Record information
  2. Right-of-way information from State strip maps
  3. Collected monumentation
  4. Visible evidence, existing fences or apparent monumentation along each respective intersecting roadway.
  5. Additional courthouse research of deeds/plats for the county roads or adjoining acreage tracts will be not performed at this time.
- b. The ENGINEER shall tie all collected survey data to the established project survey control.
- c. The ENGINEER shall reconstruct any drainage easements, in accordance with the State strip map.
- d. The ENGINEER shall collect and map available utility record information for existing major utility systems within the study area. Record information will consist of "as-built" or "record drawings" of these major existing utility systems. The major utility systems consist of overhead electric transmission lines, petroleum lines, and water/wastewater pipelines 24 inches in diameter and above within the existing right-of-way. Only these major utility systems apply to this service. Collection of this information will include, 1) using the Texas One-Call System to determine the major existing utility companies within the project limits, 2) contact each major utility company identified and any other major utility companies known to request record information of their existing systems, 3) review Texas Railroad Commission GIS maps for evidence of any petroleum pipeline systems within the project limits, and 4) provide a field reconnaissance of adjacent parallel roadways and roadways within the project limits to identify and collect utility marker posts showing major existing utility systems that may encroach on the project limits.



- e. The ENGINEER shall analyze the collected record information for duplications/missing information and shall prepare a map showing this information.
- f. The ENGINEER shall identify all utility easements that have an impact on the project limits.

**Deliverables**

- Identification of right-of-way boundary
- List and map of utility record information for existing major utility systems within the project limits.

**Task 7: Right of Entry to Survey**

The ENGINEER shall develop a list of current property owners adjoining the proposed project area and attempt to obtain written Right of Entry (ROE) Agreements for the affected properties for the purpose of gaining access for the survey tasks scoped herein.

**Task 8: Supplemental Survey at Cross Roads**

The ENGINEER shall provide cross section survey (at approximate 100' intervals) within the limits of the ROW for intersecting crossroads up to 500' right and left of the proposed project area. In addition, the ENGINEER shall survey and locate any drainage structures within these intersecting areas as required.

**Deliverables**

- Cross section survey for intersecting roads.

**Task 9: Water Crossing Sections**

The ENGINEER shall survey cross sections of waterbody crossings (at approximate 500' intervals) up to 2000' right and left from the proposed ROW within the project limits.

**Deliverables**

- Cross section survey for water crossings including Slaughter Creek and tributaries.

**VI. DRAINAGE****Task 1: General**

- a. Unless otherwise specified, the current online State Hydraulics Design Manual shall serve as the basis for all drainage policy, procedures, guidelines, report, and plan sheet documentation required for this project. The manual can be downloaded from the TxDOT's website. Likewise, the Austin

- District Hydraulics Engineer (DHE) should be consulted for guidance on policy, regulations, standards, and District preferences. Local drainage criteria shall not be used for the project without the prior approval of the Mobility Authority.
- b. Computation of floodplain impacts generally requires flood routing and the use of a unit hydrograph methodology that takes into consideration the effects of infiltration, storage, timing parameters, etc. The NRCS curve number method is preferred, but other unit hydrograph techniques could also be used. Coordination with the Mobility Authority and the DHE is required on the hydrologic method to be used if different than the NRCS curve number method for areas 200 acres or larger and the Rational Method for areas less than 200 acres.
  - c. Detail ditch and/or storm sewer analysis is generally not expected at this level, which concentrates on addressing environmental and schematic drainage concerns. However, the effects on streams from addition of impervious cover, encroachments, changes in roadway horizontal and vertical alignments, and changes in topography, as a result of the roadway project, must be determined.

## **Task 2: Hydrology and Hydraulics – Non-FEMA Regulated Crossings**

- a. Not including FEMA regulated crossings, the ENGINEER shall model the hydrology of all crossing structures along the preferred alternative.
- b. The ENGINEER shall model the hydraulics of all crossing structures using HEC-RAS. The full range of storm frequencies should be evaluated in the analysis, from the 50 percent to the 1 percent annual exceedance probability storm event.
- c. Not including FEMA regulated stream crossings, all cross-drain structures (culverts and bridges) shall be identified and evaluated for the preferred alternative only. The following considerations shall be included in the proposed hydraulics analysis and design:
  - 1. Proposed roadway profile and encroachment
  - 2. Degree of upstream and downstream development
  - 3. Proposed alignment/roadway features that could create increases in water surface elevations outside of the State right of way
  - 4. Proposed alignment/roadway features that could create increases in water velocities and erosion impacts. Evaluation of soil types and erosion potential is included here.
  - 5. Impacts and mitigation alternatives.
- d. For the preferred alternative, the ENGINEER shall analyze ditches and channels adequately enough to establish proposed project ROW and necessary easements.

- e. The ENGINEER shall provide a preliminary cost estimate for all drainage structures for the preferred alternative only.

**Deliverables**

- Input and output files in electronic format of all hydrologic and hydraulic modeling software used in the project.
- Hydraulic Analysis for inclusion in design
- Preliminary cost estimate for all drainage structures for the preferred alternative.

**Task 3: Hydrology and Hydraulics – FEMA Regulated Crossings**

All FEMA regulated streams will be modeled for the preferred alternative only.

Existing basin conditions are the normal design criteria used by TxDOT. The use of ultimate basin conditions on this project shall be considered on a case by case basis, and after an assessment performed by TxDOT and the Mobility Authority. Therefore, coordination with the Mobility Authority and the DHE shall be required if the ENGINEER deems necessary to use ultimate basin conditions.

- a. In the process of selecting the preferred alternative, the ENGINEER shall gather FEMA regulated floodplain information to be used in comparing impacts on up to three (3) alternatives. No hydrologic or hydraulic modeling will be performed prior to choosing the preferred alternative.
- b. The ENGINEER shall coordinate with the floodplain administrator (FPA) of Travis County and other appropriate jurisdictions to obtain hydrologic and hydraulic information on the FEMA regulated streams that cross this project. The ENGINEER and its staff shall not represent themselves to the FPA as having decision-making authority on behalf of The Mobility Authority. This task includes acquisition of the hydrologic and hydraulic models for the pertinent streams.
- c. For Zone AE stream crossings, the ENGINEER shall review the effective hydrological model for recent changes in development and update to a current effective model if necessary.
- d. For Zone A stream crossings, the ENGINEER shall create a current effective hydrological model (by using a unit hydrograph methodology such as the NRCS Curve Number Method.)
- e. For Zone A and Zone AE stream crossings, the ENGINEER shall create a proposed hydrological model by updating the effective or current hydrologic model to account for the proposed project changes. Proposed project changes could include additional impervious cover, potential sub-basin area changes, potential changes to timing parameters, etc.

1. In those basins along the project where the hydrologic analysis for the proposed conditions determines that the runoff drains into the stream before the main flood peak on the stream arrives, no additional hydrologic analysis of the stream shall be required and the current or effective hydrological model shall be used.
  2. In the basins where the proposed hydrologic analysis indicates a potential timing conflict between the main flood peak and the basin specific peak, additional hydraulic analysis shall be performed to determine increases in proposed water surface elevation along the stream. Runoff hydrographs representing the existing and increased impervious area roadway conditions, as well as other relevant project changes shall be used to determine impacts based on timing.
- f. For Zone AE stream crossings, the ENGINEER shall review the effective hydraulic model for recent changes in development and update to a current effective model if necessary.
  - g. For Zone A stream crossings, the ENGINEER shall create a current effective hydraulic model using existing project parameters.
  - h. For Zone A and Zone AE stream crossings, the ENGINEER shall create a proposed hydraulic model by updating the effective or current effective hydraulic model to account for the proposed project changes.
  - i. If water surface elevations are increased outside of the State right-of-way, the ENGINEER shall determine the extent of the impact, and discuss mitigation alternatives.
  - j. The ENGINEER shall prepare a draft Hydraulics report to be reviewed by the Mobility Authority. The report shall adequately address environmental concerns related to floodplain impacts, as well as discuss assumptions, parameters, procedures, results, and recommendations. This report shall also present and discuss impacts and mitigation.
  - k. Where impacts exist, at least one mitigation alternative shall be evaluated and discussed in the hydraulics report.

**Deliverables**

- Hydraulic models for the preferred alternative
- Draft hydraulics report
- Final hydraulics report.

**Task 4: Water Quality**

A significant portion of the project shall likely be located over the Edwards Aquifer Recharge and Contributing Zones and so the TCEQ Edwards Aquifer rules need to be addressed. Much of the technical effort for this work is addressed elsewhere in

this scope. The estimate of the runoff volume for the water quality load would simply be a function of that previous effort combined with the actual load computations.

- a. The ENGINEER shall develop load calculations for the constituents of concern for the preferred alternative, as well as existing conditions to facilitate comparison of the two. The type and locations for Best Management Practices (BMP) will be provided for the preferred alternative. The BMPs evaluated should include Low Impact Development Practices as well as conventional end-of-pipe controls. At a minimum any recommended BMPs must comply with the Edwards rules.
- b. The ENGINEER shall identify and document BMP's in the draft and final hydraulics reports and provide cost estimates.

In coordination with the Mobility Authority, the ENGINEER shall determine any necessary drainage easements for safely conveying drainage, providing detention and/or water quality BMPs for the preferred alternative. The reports should be signed and sealed by a Registered Professional Engineer in the State of Texas.

## **EXHIBIT C**

### **WORK SCHEDULE**

The Engineer shall complete the work described in ATTACHMENT B, SERVICES TO BE PROVIDED BY THE ENGINEER, within 912 calendar days of receiving the Notice to Proceed from the Authority, unless permitted otherwise by the Authority.

Firm Name	Description of Work Performed	Labor Cost	ODE	Firm Total	Percent of Total Contract	DBE Total	Percent DBE
Jacobs	Overall Project Management, Planning, Schematic Development, Field Survey and Environmental Documentation	\$ 3,591,757	\$ 327,618	\$ 3,919,375	65%	\$ -	0%
Michael Barrett, PhD.	Edwards Aquifer Recharge Zone Analysis and Coordination	\$ 136,620	\$ -	\$ 136,620	2%	\$ -	0%
Don Martin Public Affairs	Public Involvement and Community Engagement	\$ 58,090	\$ 1,396	\$ 59,486	1%	\$ -	0%
Group Solutions RJW	Public Involvement and Community Engagement	\$ 308,486	\$ 92,245	\$ 400,731	7%	\$ 400,731	7%
Hicks & Company	Environmental Investigations and Environmental Documentation	\$ 329,983	\$ 3,477	\$ 333,460	6%	\$ 333,460	6%
K Friese & Associates	Drainage and Water Quality	\$ 354,109	\$ -	\$ 354,109	6%	\$ 354,109	6%
SAM Inc.	Aerial Mapping and SUE	\$ 159,172	\$ 56,060	\$ 215,232	4%	\$ -	0%
LBJ Wildflower Center	CSS/Sustainability	\$ 207,270	\$ 721	\$ 207,991	3%	\$ -	0%
Zara Environmental	Karst Investigations and Environmental Documentation	\$ 358,231	\$ 13,970	\$ 372,201	6%	\$ 372,201	6%
<b>Total</b>		<b>\$ 5,503,718</b>	<b>\$ 495,487</b>	<b>\$ 5,999,205</b>	<b>100%</b>	<b>\$ 1,460,501</b>	<b>24%</b>

**EXHIBIT D**  
**MoPac South Projects**

1	2	3	A																W	X	Y					
			B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q				R	S	T	U	V
MOPAC SOUTH PROJECTS			Jacobs Hours	Jacobs Dollars	Barrett Hours	Barrett Dollars	Martin Hours	Martin Dollars	Group Solutions Hours	Group Solutions Dollars	Hicks Hours	Hicks Dollars	Kfirse Hours	Kfirse Dollars	SAM Hours	SAM Dollars	Wildflower Hours	Wildflower Dollars	Zara Hours	Zara Dollars	Total Hours	Total Dollars	Total Labor by Task	EA Project	CE Project	
4	<b>TASK DESCRIPTION</b>																									
5	<b>H. Projects Management and Administration</b>																									
6	<b>A. Projects Management and Administration</b>																									
7	Provide monthly progress reports and invoices	315	\$ 44,209.50	30	\$ 5,400	60	\$ 11,100	60	\$ 9,210.00	75	\$ 7,055	75	\$ 8,056.38	8	1160	60	\$ 8,663	75	\$ 8,475	758	\$ 103,328					
8	Provide record keeping and file management	270	\$ 32,822.93	10	\$ 1,800			30	\$ 2,550.00			24	\$ 1,156.08							334	\$ 38,320					
9	Provide project correspondence	150	\$ 20,081.60							16	\$ 1,796										166	\$ 21,877				
10	Prepare initial project schedule	76	\$ 10,570.62										5	\$ 769.97							81	\$ 11,341				
11	Provide monthly schedule updates	90	\$ 13,561.08																		90	\$ 13,561				
12																										
13	<b>B. Coordination</b>																									
14	Schedule, attend and conduct Agency Coordination with CTBMA, TxDOT and FHWA (36 meetings assumed)	756	\$ 129,027.31	34	\$ 6,120	34	6290	68	10438	68	\$ 11,473	68	\$ 11,438.96	12	1740	68	\$ 11,781	68	\$ 10,119	1176	\$ 198,427					
15	Develop Project Management Plan	40	\$ 6,016.59																		40	\$ 6,017				
16	Develop agendas, action items and meeting minutes for all meetings	180	\$ 28,149.61																		180	\$ 28,150				
17																										
18	<b>C. Quality Assurance/quality control (qa/qc)</b>																									
19	Develop QA/QC Plan	34	\$ 5,949.95	2	\$ 360																36	\$ 6,310				
20	Provide Certification of QA/QC at deliverable milestones	240	\$ 40,578.33																		240	\$ 40,578				
21	Provide peer review at 20% completion	0	\$ -	1	\$ 180					0	\$ -	0	\$ -								1	\$ 180				
22	Provide peer review at 50% completion	0	\$ -	1	\$ 180					0	\$ -	0	\$ -								1	\$ 180				
23	Provide peer review at 90% completion	0	\$ -	1	\$ 180					0	\$ -	0	\$ -								1	\$ 180				
24	Provide peer review at 100% completion	0	\$ -	1	\$ 180					0	\$ -	0	\$ -								1	\$ 180				
25	Provide copies of internal markups for QA/QC	40	\$ 4,557.82							35	\$ 4,610	60	\$ 7,936.80								135	\$ 17,104				
26																										
27	<b>III. MOPAC SOUTH PROJECT</b>																									
28	<b>A. Route and Design Studies</b>																									
29	<b>Task 1: Alternatives Development and Analysis</b>																									
30	<b>Subtask A: Preliminary Alternatives Development</b>																									
31	Prepare, plan and conduct Agency Update meeting (assumed PM and 3 additional staff attend)	32	\$ 5,860.63																		32	\$ 5,861				
32	Prepare up to six (6) simple line diagrams, not including the No-Build and Transportation System Management (TSM) and Travel Demand Management (TDM) alternatives and define the No-Build, TSM and TDM alternatives	712	\$ 88,681.16																		712	\$ 88,681				
33	Provide summary of Preliminary Alternatives	232	\$ 31,873.20																		232	\$ 31,873				
34	Prepare up to three conceptual typical sections for each preliminary alternative	169	\$ 22,243.25																		169	\$ 22,243				
35	Identify and document Constructability issues	76	\$ 12,297.04										48	\$ 5,906.80							124	\$ 18,204				
36	Identify and document considerations at various locations (Colorado River, Barton Creek, etc.)	249	\$ 37,203.77							14	\$ 1,531										263	\$ 38,734				
37	Identify and document Construction Costs	184	\$ 21,957.29										6	\$ 961.90							184	\$ 21,957				
38	Identify and document Engineering Costs	18	\$ 2,931.51																		24	\$ 3,893				
39	Identify and document Right-of-way Costs and utility impacts	26	\$ 3,378.21																		26	\$ 3,378				
40	Identify and document Operation and Maintenance costs	36	\$ 5,643.83																		36	\$ 5,644				
41	Coordination for Level of Service for managed lanes, mainlanes, ramps and frontage roads	76	\$ 9,930.10																	18	\$ 2,625	54	\$ 8,269			
42	Identify and document Air and Noise Impacts	13	\$ 1,837.17																		13	\$ 1,837				
43	Identify and document Edwards Aquifer/Water Quality Impacts	13	\$ 1,837.17	44	\$ 7,920								60	\$ 5,843.52							18	\$ 2,625	135	\$ 18,226		
44	Identify and document Displacements/Relocations	13	\$ 1,837.17																		13	\$ 1,837				
45	Identify and document Threatened & Endangered Species Impacts	13	\$ 1,837.17									28	\$ 2,965								41	\$ 4,802				
46	Identify and document Vegetation impacts	13	\$ 1,837.17																	24	\$ 3,528	37	\$ 5,365			
47	Identify and document Wildlife Impacts	13	\$ 1,837.17																	10	\$ 1,449	23	\$ 3,286			
48	Identify and document Visual Impacts	13	\$ 1,837.17																	10	\$ 1,449	23	\$ 3,286			
49	Identify and document Wetland/Waters of the U.S. impacts	13	\$ 1,837.17																	10	\$ 1,449	23	\$ 3,286			
50	Identify and document Floodplain Impacts	13	\$ 1,837.17																		13	\$ 1,837				
51	Identify and document Hazardous Materials Impacts	13	\$ 1,837.17																		76	\$ 7,773.32	89	\$ 9,610		
52	Identify and document Land Use Features (schools, hospitals, churches, etc.)	13	\$ 1,837.17																		13	\$ 1,837				
53	Identify and document Geology and Soils Impacts	13	\$ 1,837.17																		32	\$ 3,885	45	\$ 5,722		
54	Identify and document Indirect/Cumulative Impacts	13	\$ 1,837.17																		20	\$ 2,636	57	\$ 6,552		
55	Identify and document Socioeconomic/Environmental Justice Impacts	13	\$ 1,837.17																		13	\$ 1,837				
56	Identify and document Historic and Archeological Impacts	13	\$ 1,837.17																		13	\$ 1,837				
57	Prepare Handouts for Alternatives Workshops #1 & #2	92	\$ 14,156.28																		92	\$ 14,156				
58	Prepare Summaries of Alternatives Workshops #1 & #2	20	\$ 3,373.91																		20	\$ 3,374				
59	Prepare detailed environmental, engineering and traffic evaluation criteria	74	\$ 11,551.07																		74	\$ 11,551				
60	<b>Subtask B: Alternatives Finalization and Analysis</b>																									
61	Prepare, plan and conduct Agency Update meeting (assumed PM and 3 additional staff attend)	56	\$ 8,939.31																		56	\$ 8,939				
62	Provide letters of invitation, PowerPoint presentation and handouts for Agency Update Meeting	0	\$ -																		0	\$ -				
63	Prepare Reasonable Alternatives Evaluation Matrix	40	\$ 7,310.80										8	\$ 764.68							48	\$ 8,075				
64	Attend Reasonable Alternatives Evaluation workshop and present findings to identify Preferred Alternative	32	\$ 5,605.27	4	\$ 720																4	\$ 767.72	40	\$ 7,093		
65	Prepare line diagrams and typical section for the Reasonable Alternatives and integrate sustainability and stewardship strategies	40	\$ 5,768.22																							
66																										
67	<b>Task 2: Design Criteria</b>																									
68	Develop Design Criteria and Prepare Design Summary Report	76	\$ 11,841.35																		6	\$ 961.90	82	\$ 12,803		
69																										
70	<b>Task 3: Preliminary Cost Estimates</b>																									
71	Develop preliminary opinion of probably construction cost for all Reasonable Build Alternatives	160	\$ 21,062.61	40	\$ 7,200																80	\$ 7,595.60	280	\$ 35,858		
72																										
73	<b>Task 4: Design Schematics (For the Preferred Alternative Only)</b>																									
74	Develop horizontal alignments for all roadways	272	\$ 33,786.25																		272	\$ 33,786				
75	Develop vertical alignments for all roadways	386	\$ 46,400.20																		386	\$ 46,400				
76	Prepare geometric schematic plan and profile drawings in accordance with TxDOT Austin Schematic Checklist	1000	\$ 124,983.01										144	\$ 17,250.72							1144	\$ 142,234				
77	Deliver three hard copies of the schematic design	40	\$ 4,993.03																		40	\$ 4,993				
78	Determine preliminary bent locations and structure depths for all new and widened bridges	435	\$ 58,341.43										4													



**EXHIBIT D  
MoPac South Projects**

1	A																	V	W	X	Y			
	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R					S	T	U
2	Jacobs	Jacobs	Barrett	Barrett	Martin	Martin	Group Solutions	Group Solutions	Hicks	Hicks	Kfrise	Kfrise	SAM	SAM	Wildflower	Wildflower	Zara	Zara	Total	Total	Total Labor by Task	EA Project	CE Project	
3	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Task	EA Project	CE Project	
8	<b>MO PAC SOUTH PROJECTS</b>																							
9																								
98	204	\$ 24,917.37																		204	\$ 24,917			
99	24	\$ 2,861.18																		24	\$ 2,861			
100	40	\$ 5,063.86																		40	\$ 5,064			
101																								
102	<b>B. Social, Economic and Environmental Studies and Public Involvement</b>																							
103	<b>Task 1: Preliminary Environmental Constraints</b>																							
104	<b>Subtask A: Constraints Identification</b>																							
105	9	\$ 1,419.45																		9	\$ 1,419			
106	9	\$ 1,419.45																		9	\$ 1,419			
107	9	\$ 1,419.45													30	\$ 4,158				39	\$ 5,377			
108	9	\$ 1,419.45															2	\$ 223		11	\$ 1,642			
109	9	\$ 1,419.45															8	\$ 892		17	\$ 2,311			
110	9	\$ 1,419.45	4	\$ 720																13	\$ 2,139			
111	11	\$ 1,831.32																		11	\$ 1,831			
112	11	\$ 1,831.32																		11	\$ 1,831			
113	9	\$ 1,419.45																		9	\$ 1,419			
114	9	\$ 1,419.45																		9	\$ 1,419			
115	9	\$ 1,419.45																		9	\$ 1,419			
116	11	\$ 1,831.32																		11	\$ 1,831			
117	9	\$ 1,419.45																		9	\$ 1,419			
118	9	\$ 1,419.45									6	\$ 596.10								15	\$ 2,016			
119	9	\$ 1,419.45																		9	\$ 1,419			
120	39	\$ 5,454.15																		39	\$ 5,454			
121	10	\$ 1,633.05								280	\$ 27,508									290	\$ 29,141			
122	49	\$ 6,883.09								40	\$ 4,242									89	\$ 11,125			
123	<b>Subtask B: Project Scope for Environmental Review Document (EA)</b>																							
124	32	\$ 6,681.98	2	\$ 360						6	\$ 988									8	\$ 973	48	\$ 9,003	
125	28	\$ 5,827.56	4	\$ 720						8	\$ 1,350										40	\$ 7,897		
126	48	\$ 9,946.29																			48	\$ 9,946		
127	28	\$ 5,858.23																			28	\$ 5,858		
128																								
129	<b>Task 2: Environmental Process Initiation</b>																							
130	<b>Subtask A: Notification Letter</b>																							
131	26	\$ 5,369.68																			26	\$ 5,370		
132	<b>Subtask B: Resource and Regulatory Agency Coordination</b>																							
133	26	\$ 2,345.45																			26	\$ 2,345		
134	38	\$ 3,824.50																			38	\$ 3,824		
135	84	\$ 15,581.93								32	\$ 5,206										116	\$ 20,788		
136	<b>Subtask C: Technical Reports</b>																							
137	108	\$ 15,789.44	16	\$ 2,880						128	\$ 12,256	84	\$ 9,588.76				24	\$ 3,528	496	\$ 52,340	856	\$ 96,882		
138	40	\$ 5,456.70	4	\$ 720						34	\$ 3,278	14	\$ 2,020.14				18	\$ 2,625		110	\$ 14,100			
139	20	\$ 2,728.35	2	\$ 360						18	\$ 1,820	14	\$ 2,020.14				14	\$ 2,079		68	\$ 9,007			
140	<b>Subtask D: Purpose and Need Statement</b>																							
141	76	\$ 10,279.78																			76	\$ 10,280		
142	8	\$ 1,381.83																			8	\$ 1,382		
143	<b>Subtask E: Coordination Plan</b>																							
144	60	\$ 8,585.34																			60	\$ 8,585		
145	26	\$ 3,221.15																			26	\$ 3,221		
146	<b>Subtask F: Initial Agency (Resource/HFWA/Sponsor) Briefing and Kick-off Meeting</b>																							
147	64	\$ 10,772.13	8	\$ 1,440						12	\$ 1,621										84	\$ 13,833		
148	9	\$ 1,125.17																			9	\$ 1,125		
149	24	\$ 4,243.51	4	\$ 720																	28	\$ 4,964		
150	18	\$ 2,225.96																			18	\$ 2,226		
151																								
152	<b>Task 3: Data Collection/Existing Conditions/Environmental Analysis</b>																							
153	<b>Subtask A: Existing Conditions</b>																							
154	128	\$ 18,769.21	60	\$ 10,800						30	\$ 3,007										218	\$ 32,576		
155	<b>The following subtasks for socioeconomic and environmental studies shall be conducted for the reasonable alternatives for inclusion in the environmental document.</b>																							
156	<b>Subtask B: Analysis of Social and Economic Conditions</b> (including relocations and disproportionate impacts):																							
157	63	\$ 6,299.18																			63	\$ 6,299		
158	18	\$ 2,084.54																			18	\$ 2,085		
159	18	\$ 1,690.70																			18	\$ 1,691		
160	27	\$ 2,740.64																			27	\$ 2,741		
161	124	\$ 16,208.65																			124	\$ 16,209		
162	30	\$ 3,169.20																			30	\$ 3,169		
163	9	\$ 845.35																			9	\$ 845		
164	20	\$ 1,795.46																			20	\$ 1,795		
165	26	\$ 2,963.79																			26	\$ 2,964		
166	8	\$ 639.41																			8	\$ 639		
167	13	\$ 1,165.06																			13	\$ 1,165		
168	0	\$ -																			0	\$ -		
169	<b>Subtask C: Geology and Soils Impacts</b>																							
170	14	\$ 1,969.25													20	\$ 2,835	5	\$ 569		39	\$ 5,373			
171	3	\$ 445.99													40	\$ 5,880				43	\$ 6,326			
172	<b>Subtask D: Environmental Justice</b>																							
173	22	\$ 2,360.89																			22	\$ 2,361		
174	<b>Subtask E: Consideration of Pedestrians and Bicycles</b>																							
175	24	\$ 3,322.16																			24	\$ 3,322		
176	<b>Subtask F: Air Quality Analysis</b>																							







**EXHIBIT D**  
**MoPac South Projects**

1	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
2		Hours	Jacobs Dollars	Barrett Hours	Barrett Dollars	Martin Hours	Martin Dollars	Group Solutions Hours	Group Solutions Dollars	Hicks Hours	Hicks Dollars	Khrese Hours	Khrese Dollars	SAM Hours	SAM Dollars	Wildflower Hours	Wildflower Dollars	Zara Hours	Zara Dollars	Total Hours	Total Dollars		Total Labor by Task	EA Project	CE Project
3	<b>MOPAC SOUTH PROJECTS</b>																								
389	For Zone A and Zone AE stream crossings, create a proposed hydrological model by updating the effective or current hydrologic model to account for the proposed project changes	16	\$ 2,504									80	\$ 9,206.40								96	\$ 11,711			
390	For Zone AE stream crossings, review the effective hydrologic model for recent changes in development and update to a current effective model if necessary	16	\$ 2,504										24	\$ 2,953.40							40	\$ 5,458			
391	For Zone A stream crossings, create a current effective hydraulic model using existing project parameters	16	\$ 2,504										24	\$ 2,953.40							40	\$ 5,458			
392	For Zone A and Zone AE stream crossings, create a proposed hydraulic model by updating the effective or current effective hydraulic model to account for the proposed project changes	16	\$ 2,504										24	\$ 2,953.40							40	\$ 5,458			
393	Determine the extent of the impact, and provide mitigation alternatives for locations where water surface increases outside the State right-of-way	16	\$ 2,504										16	\$ 2,501.84							32	\$ 5,006			
394	Prepare a draft Hydraulics report including impacts and mitigation measures	28	\$ 4,611										80	\$ 8,821.04							108	\$ 13,432			
395	Prepare final Hydraulics report	26	\$ 4,184										44	\$ 4,753.72							70	\$ 8,937			
396																									
397	<b>Task 4: Water Quality</b>																								
398	Develop Total Suspended Solids (TSS) load calculations and the type and locations for Best Management Practices (BMP) required under the Edwards rules for the preferred alternative only	12	\$ 2,043	80	\$ 14,400								88	\$ 9,591.76			20	\$ 2,835			200	\$ 28,869			
399	Identify and document BMP's in the draft and final hydraulics reports and provide cost estimates	16	\$ 3,071	16	\$ 2,880								52	\$ 6,099.48			24	\$ 3,528			108	\$ 15,578			
400	Coordinate with the Mobility Authority for the location of drainage easements, detention and / or WQ BMPs for the preferred alternative only	80	\$ 14,437	16	\$ 2,880								24	\$ 3,847.60			24	\$ 3,528			144	\$ 24,693			
401																									
402	<b>IV. MOPAC SOUTH OVERPASSES PROJECT</b>																								\$ 1,001,841
403	<b>A. Design Studies</b>																								
404	<b>Task 1: Alternatives Analysis</b>																								
405	Prepare two preliminary design options for each crossing location (Slaughter Lane and La Crosse)	160	\$ 19,271														36	\$ 5,334			196	\$ 24,605			
406																									
407	<b>Task 2: Design Criteria</b>																								
408	Prepare the Design Summary Report	50	\$ 7,484										6	\$ 961.90							56	\$ 8,446			
409																									
410	<b>Task 3: Preliminary Cost Estimates</b>																								
411	Develop a preliminary construction cost estimate for all proposed design options	142	\$ 19,296										14	\$ 1,648.30							156	\$ 20,944			
412																									
413	<b>Task 4: Design Schematics</b>																								
414	Develop design options for each overpass location	0	\$ -														0	\$ -			0	\$ -			
415	Develop the geometric design that will include the refinement of the proposed typical sections and a fully calculated geometric design that includes all necessary horizontal and vertical alignments for each overpass location	272	\$ 34,512																		272	\$ 34,512			
416	Develop preliminary design cross sections for each overpass location	0	\$ -										14	\$ 1,648.30							14	\$ 1,648			
417	Prepare a geometric schematic plan and profile drawing for each overpass location and deliver 3 copies of the schematic design to the Mobility Authority for approval	1168	\$ 146,177																		1168	\$ 146,177			
418	Determine general bent placements and structure depths for all new bridges	90	\$ 12,575																		90	\$ 12,575			
419	Provide recommended final design option to the Mobility Authority and TxDOT for inclusion and further analysis in the CE document	32	\$ 4,486																		32	\$ 4,486			
420	Provide preliminary design cross sections in both electronic and roll format	44	\$ 5,847																		44	\$ 5,847			
421	Provide preliminary quantities and construction cost estimates for each proposed design option	250	\$ 38,013										26	\$ 3,049.74							276	\$ 41,062			
422																									
423	<b>Task 5: Traffic Engineering Studies</b>																								
424	Coordinate with the Mobility Authority's traffic consultant and provide supporting information related to geometry and access points	148	\$ 18,544.41																		148	\$ 18,544			
425	Provide traffic pattern diagrams related to the overpass configurations, and express lane access to aid in traffic analysis to support the air quality analysis, traffic noise analysis, MSAT analysis, and level of service and operations analysis.	168	\$ 21,226.96																		168	\$ 21,227			
426																									
427	<b>B. Social, Economic and Environmental Studies and Public Involvement</b>																								\$ 418,997
428	<b>Task 1: Preliminary Environmental Constraints</b>																								
429	<b>Subtask A: Constraints Identification</b>																								
430	Perform desktop review of parks constraints within study area	4	\$ 658																		4	\$ 658			
431	Perform desktop review of soils constraints within study area	4	\$ 658																		4	\$ 658			
432	Perform desktop review of Karst zone constraints within study area	4	\$ 658																		4	\$ 658			
433	Perform desktop review of Karst feature constraints within study area	4	\$ 658																		4	\$ 658			
434	Perform desktop review of Edwards Aquifer Recharge Zone constraints within study area	4	\$ 658	8	\$ 1,440													4	\$ 446		8	\$ 1,104			
435	Perform desktop review of historic property constraints within study area	4	\$ 658																		4	\$ 658			
436	Perform desktop review of archeological constraints within study area	4	\$ 658																		4	\$ 658			
437	Perform desktop review of City of Austin WQ protection land constraints within study area	4	\$ 658																		4	\$ 658			
438	Perform desktop review of Hazmat constraints within study area	4	\$ 658																		4	\$ 658			
439	Perform desktop review of FFWO Natural Diversity Database constraints within study area	4	\$ 658																		4	\$ 658			
440	Perform desktop review of USFW Critical Habitat constraints within study area	4	\$ 658																		4	\$ 658			
441	Perform desktop review of NWI constraints within study area	4	\$ 658																		4	\$ 658			
442	Perform desktop review of floodplain constraints within study area	4	\$ 658									3	\$ 480.95								7	\$ 1,139			
443	Perform desktop review of National hydrography constraints within study area	4	\$ 658																		4	\$ 658			
444	Perform desktop review of cemetery constraints within study area	4	\$ 658																		4	\$ 658			
445	Perform desktop review of land use constraints within study area	7	\$ 1,102																		7	\$ 1,102			
446	Perform desktop review of existing and planned development constraints within study area	4	\$ 658																		4	\$ 658			
447	<b>Subtask B: Project Scope For Environmental Review Documents (CE)</b>																								
448	Prepare Project Scope for Environmental Review document for the CE	32	\$ 6,682	2	\$ 360							8	\$ 946								42	\$ 7,988			
449	Conduct Workshop to finalize Project Scope for Environmental Review	28	\$ 5,828	4	\$ 720																28	\$ 5,828			
450	Prepare Environmental Classification Letter	48	\$ 8,046																		48	\$ 8,046			
451	Conduct coordination meetings related to Project Scope for Environmental Review and prepare meeting minutes	28	\$ 5,858																		28	\$ 5,858			
452	Prepare Constraints Map	26	\$ 3,762										24	\$ 2,103							50	\$ 5,865			
453																									
454	<b>Task 2: Data Collection/Existing Conditions/Environmental Analysis</b>																								
455	<b>Subtask A: Existing Conditions</b>																								
456	Assess the existing conditions in the study area and provide an overall analysis of the existing conditions and features for the proposed project	36	\$ 4,650	16	\$ 2,880												40	\$ 5,723			92	\$ 13,253			
457	Assess sensitive																								

**EXHIBIT D**  
**MoPac South Projects**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
	Jacobs Hours	Jacobs Dollars	Barrett Hours	Barrett Dollars	Martin Hours	Martin Dollars	Group Solutions Hours	Group Solutions Dollars	Hicks Hours	Hicks Dollars	Khrese Hours	Khrese Dollars	SAM Hours	SAM Dollars	Wildflower Hours	Wildflower Dollars	Zara Hours	Zara Dollars	Total Hours	Total Dollars		Total Labor by Task	EA Project	CE Project
1																								
2	<b>MO PAC SOUTH PROJECTS</b>																							
3																								
474	<b>Task 4: Public Involvement</b>																							
475	<b>Subtask A: Stakeholder Engagement</b>																							
476		7 \$	1,457					30 \$	3,089.00											37 \$	4,546			
477		56 \$	9,902	2 \$	360	4 \$	740.00	16 \$	2,052.00											78 \$	13,054			
478		30 \$	4,317	2 \$	360	4 \$	740.00	15 \$	1,379.00									2 \$	250	53 \$	7,046			
479	<b>Subtask B: Public Involvement</b>																							
480		10 \$	1,191			4 \$	740.00	66 \$	7,785.00											80 \$	9,716			
481		4 \$	649					24 \$	3,152.00											28 \$	3,801			
482		96 \$	16,015					32 \$	3,832.00											128 \$	19,847			
483		128 \$	19,201					16 \$	2,192.00											144 \$	21,393			
484		48 \$	8,408	8 \$	1,440	4 \$	740.00	26 \$	3,590.00	6 \$	940	8 \$	999.52					8 \$	1,107	108 \$	17,225			
485		80 \$	13,496	8 \$	1,440	8 \$	1,480.00	39 \$	4,614.00	16 \$	2,700	24 \$	3,534.48			12 \$	1,638	16 \$	1,999	203 \$	30,901			
486		72 \$	12,478					40 \$	5,810.00							16 \$	2,772	16 \$	1,999	144 \$	23,059			
487		4 \$	444					1 \$	137.00											5 \$	581			
488		4 \$	444					1 \$	137.00											5 \$	581			
489	<b>Subtask C: Elected Official/Agency Involvement and Coordination (Not in scope)</b>																							
490	<b>Subtask D: Media Outreach and Coordination (Not in scope)</b>																							
491	<b>C. Field Surveying and Photogrammetry</b>																							
492	<b>Task 1: Field Survey</b>																							
493		53 \$	5,312																	53 \$	5,312			
494	<b>Task 2: Aerial Mapping</b>																							
495	<b>Subtask A: Airborne Data Collection</b>																							
497														15 \$	1,625					15 \$	1,625			
498														7 \$	715					7 \$	715			
499														1 \$	145					1 \$	145			
500														2 \$	265					2 \$	265			
501	<b>Subtask B: DGN and DTM Files</b>																							
502		19 \$	1,978											95 \$	9,092					114 \$	11,070			
503		19 \$	1,978											137 \$	12,956					156 \$	14,934			
504		1 \$	129											9 \$	856					10 \$	985			
505														13 \$	1,385					13 \$	1,385			
506														9 \$	1,080					9 \$	1,080			
507	<b>Task 3: Aerial Photogrammetry Control Surveys</b>																							
508		18 \$	2,747																	18 \$	2,747			
509		23 \$	3,313																	22.5 \$	3,313			
510		0 \$																		0 \$				
511		14 \$	2,273																	14 \$	2,273			
512		4 \$	377																	3.5 \$	377			
513		6 \$	597																	6 \$	597			
514		4 \$	427																	4 \$	427			
515		3 \$	287																	2.5 \$	287			
516		2 \$	197																	1.5 \$	197			
517		14 \$	1,400																	13.5 \$	1,400			
518		1 \$	40																	0.5 \$	40			
519		2 \$	247																	2 \$	247			
520		4 \$	387																	3.5 \$	387			
521		28 \$	3,454																	28 \$	3,454			
522		44 \$	6,138																	43.5 \$	6,138			
523		18 \$	2,630																	18 \$	2,630			
524	<b>Task 4: Establish Primary Control Points</b>																							
525		18 \$	2,689																	17.5 \$	2,689			
526		9 \$	855																	8.5 \$	855			
527		1 \$	50																	0.5 \$	50			
528																								
529	<b>Task 5: Level Control</b>																							
531		47 \$	6,514																	47 \$	6,514			
532		35 \$	4,566																	35 \$	4,566			
533	<b>Task 6: Locate Existing Right-of-Way</b>																							
535		90 \$	11,819																	90 \$	11,819			
536		53 \$	7,186																	53 \$	7,186			
537		10 \$	1,034																	10 \$	1,034			
538		6 \$	540																	6 \$	540			
539														24 \$	2,660					24 \$	2,660			
540														15 \$	1,549					14.5 \$	1,549			
541														5 \$	649					4.5 \$	649			

**EXHIBIT D**  
**MoPac South Projects**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
1		Jacobs	Jacobs	Barrett	Barrett	Martin	Martin	Group Solutions	Group Solutions	Hicks	Hicks	Kfirse	Kfirse	SAM	SAM	Wildflower	Wildflower	Zara	Zara	Total	Total				
2		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Total Labor by Task	EA Project	CE Project	
3	<b>MOPAC SOUTH PROJECTS</b>																								
542	<b>Task 7: Right of Entry to Survey</b>																								
543	Develop a list of current property owners adjoining the preferred alternative alignment and attempt to obtain written Right of Entry (ROE) Agreements for the affected properties (assume 30)	9	\$ 786																		8.5	\$ 786			
544																									
545	<b>Task 8: Supplemental Survey at Cross Roads and Railroad</b>																								
546	Provide cross section survey (at approximate 100' intervals) within the limits of the ROW for intersecting crossroads up to 500' right and left of the preferred alternative alignment.	40	\$ 5,303																		40	\$ 5,303			
547	Survey and locate any drainage structures within these intersecting areas	28	\$ 3,713																		27.5	\$ 3,713			
548	Survey the top of rail (at approximate 500' intervals) for the UPRR line up to 2000' north and south of the preferred alternative alignment	9	\$ 1,199																		8.5	\$ 1,199			
549																									
550	<b>Task 9: Water Crossing Sections</b>																								
551	Survey cross sections of waterbody crossings (at approximate 500' intervals) up to 2000' right and left from the proposed ROW of the preferred alternative alignment (assuming 10 waterbodies)	79	\$ 11,297																		79	\$ 11,297			
552	<b>Task 1: General</b>																						\$ 118,329		
553	<b>Task 1: General</b>																								
554	Compute of floodplain impacts	16	\$ 2,724																		16	\$ 2,724			
555	Determine the effects on streams from addition of impervious cover, encroachments, changes in roadway horizontal and vertical alignments, and changes in topography	24	\$ 4,432																		24	\$ 4,432			
556																									
557	<b>Task 2: Hydrology and Hydraulics – Non-FEMA Regulated Crossings</b>																								
558	Model the hydrology of all crossing structures along the preferred alternative.	8	\$ 1,362								48	\$ 5,524.44									56	\$ 6,886			
559	Model the hydraulics of all crossing structures using HEC-RAS for the full range of storm frequencies should be evaluated in the analysis	8	\$ 1,362								48	\$ 5,524.44									56	\$ 6,886			
560	Not including FEMA regulated stream crossings, evaluate all cross-drain structures (culverts and bridges) for the preferred alternative only	16	\$ 2,724								44	\$ 5,139.08									60	\$ 7,863			
561	Analyze ditches and channels adequately enough to establish proposed project ROW and necessary easements for the preferred alternative only	4	\$ 681								14	\$ 1,648.30									18	\$ 2,329			
562	Provide a preliminary cost estimate for all drainage structures for the preferred alternative only	4	\$ 681								28	\$ 3,296.60									32	\$ 3,977			
563	Deliver input and output files in electronic format of all hydrologic and hydraulic modeling software used in the project.	2	\$ 340								2	\$ 96.34									4	\$ 437			
564		0	\$ -																						
565	<b>Task 3: Hydrology and Hydraulics – FEMA Regulated Crossings (all FEMA regulated streams will be modeled for the preferred alternative only)</b>	0	\$ -																						
566	Coordinate with the Mobility Authority and TxDOT regarding ultimate basin conditions	4	\$ 681								8	\$ 1,345.76									12	\$ 2,027			
567	Data collection for FEMA regulated floodplain information to be used in comparing impacts on up to three (3) alternatives. No hydrologic or hydraulic modeling will be performed prior to choosing the preferred alternative.	24	\$ 3,756																		24	\$ 3,756			
568	Coordinate with the floodplain administrator (FPA) of Travis County and other appropriate jurisdictions to obtain hydrologic and hydraulic information on the FEMA regulated streams that cross this project.	16	\$ 2,504																		16	\$ 2,504			
569	For Zone AE stream crossings, review the effective hydrological model for recent changes in development and update to a current effective model if necessary.	16	\$ 2,504								36	\$ 3,983.00									52	\$ 6,487			
570	For Zone A stream crossings, create a current effective hydrological model (by using a unit hydrograph methodology such as the NRCS Curve Number Method.)	16	\$ 2,504																		16	\$ 2,504			
571	For Zone A and Zone AE stream crossings, create a proposed hydrological model by updating the effective or current hydrologic model to account for the proposed project changes.	16	\$ 2,504								40	\$ 4,368.36									56	\$ 6,873			
572	For Zone AE stream crossings, review the effective hydraulic model for recent changes in development and update to a current effective model if necessary.	16	\$ 2,504								14	\$ 1,648.30									30	\$ 4,153			
573	For Zone A stream crossings, create a current effective hydraulic model using existing project parameters.	16	\$ 2,504																		16	\$ 2,504			
574	For Zone A and Zone AE stream crossings, create a proposed hydraulic model by updating the effective or current effective hydraulic model to account for the proposed project changes.	16	\$ 2,504								14	\$ 1,648.30									30	\$ 4,153			
575	Prepare a draft Hydraulics report	28	\$ 4,611								64	\$ 6,319.20									92	\$ 10,930			
576	Prepare final Hydraulics report	24	\$ 3,756								30	\$ 2,870.58									54	\$ 6,627			
577																									
578	<b>Task 4: Water Quality</b>																								
579	Develop Total Suspended Solids (TSS) load calculations and the type and locations for Best Management Practices (BMP) required under the Edwards rules.	12	\$ 2,043	8	\$ 1,440						40	\$ 4,561.04									60	\$ 8,044			
580	Coordinate with the Mobility Authority for WQ issues	12	\$ 2,216	8	\$ 1,440						8	\$ 1,535.44									28	\$ 5,192			
581	Identify and document BMP's in the draft and final hydraulics reports and provide cost estimates.	16	\$ 2,897	8	\$ 1,440						10	\$ 1,305.10				30	\$ 4,158				64	\$ 9,800			
582	Determine drainage easement requirements	8	\$ 1,362								10	\$ 1,070.26									18	\$ 2,432			
583	Provide summaries and reports related to WQ.	12	\$ 2,216	8	\$ 1,440						12	\$ 1,538.08									32	\$ 4,809			
584																									
585	<b>Labor Total</b>	25,311	\$ 3,591,757	759	\$ 136,620	314	\$ 58,090	2398	\$ 308,486	3154	\$ 329,983	3043	\$ 354,109	1606	\$ 159,172	1447	\$ 207,270	3,400	\$ 358,231	41,432	\$ 5,503,718	\$ 5,503,718	\$ 4,429,016	\$ 1,074,702	
586																									
587	<b>EA Project Other Direct Expenses Total</b>		\$ 278,476		\$ -		\$ 1,396		\$ 74,008		\$ 2,955		\$ -		\$ 47,651		\$ 613		\$ 11,874		\$ 416,973	\$ 416,973	\$ 416,973		
588	<b>CE Project Other Direct Expenses Total</b>		\$ 49,143		\$ -				\$ 18,237		\$ 522				\$ 8,409		\$ 108		\$ 2,095		\$ 78,514	\$ 78,514	\$ 78,514	\$ 78,514	
589																									
590	<b>TOTAL</b>		\$ 3,919,375		\$ 136,620		\$ 59,486		\$ 400,731		\$ 333,460		\$ 354,109		\$ 215,232		\$ 207,991		\$ 372,201		\$ 5,999,205	\$ 5,999,205	\$ 4,845,989	\$ 1,153,216	

**EXHIBIT H-1**

**Central Texas Regional Mobility Authority  
Subprovider Monitoring System  
Commitment Worksheet**

Contract #: \_\_\_\_\_ Assigned Goal: 11.7% Federally Funded X State Funded \_\_\_\_\_

Prime Provider: Jacobs Engineering Group Inc. \_\_\_\_\_ Total Contract Amount: \$5,999,205.00

Prime Provider Info: DBE \_\_\_ HUB \_\_\_ Both \_\_\_

Vendor ID #: 19540816360 DBE/HUB Expiration Date: \_\_\_\_\_

(First 11 Digits Only)

*If no subproviders are used on this contract, please indicate by placing "N/A" on the 1<sup>st</sup> line under Subproviders.*

Subprovider(s) (List All)	Type of Work	Vendor ID # (First 11 Digits Only)	D=DBE H=HUB	Expiration Date	\$ Amount or % of Work *
Group Solutions RJW	Public Involvement	17429025806	D	1/19/2014	6.7%
Hicks & Company Environmental and	Environmental	17425321209	D	2/17/14	5.6%
K Friese & Associates, Inc.	Environmental	14813046878	D	5/22/2015	5.9%
Zara Environmental LLC	Environmental	10206974007	D	03/21/2014	6.2%
<b>Subprovider(s) Contract or % of Work* Totals</b>					24.3%

\*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE or HUB Commitment Dollars \$1,460,501

Total DBE or HUB Commitment Percentages of Contract 24.3%  
(Commitment Dollars and Percentages are for Subproviders only)



**EXHIBIT H-2**

**Central Texas Regional Mobility Authority  
Subprovider Monitoring System Commitment Agreement**

This commitment agreement is subject to the award and receipt of a signed contract from the Central Texas Regional Mobility Authority. **NOTE: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: \_\_\_\_\_ and attach with the work authorization or supplemental work authorization.**

Contract #: \_\_\_\_\_ Assigned Goal: \_\_\_\_\_ % Prime Provider: \_\_\_\_\_

Work Authorization (WA)#: \_\_\_\_\_ WA Amount: \_\_\_\_\_ Date: \_\_\_\_\_

Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_

Revised WA Amount: \_\_\_\_\_

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
<b>Total Commitment Amount (Including all additional pages.)</b>	\$ _____

**IMPORTANT:** The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

<b>Provider Name:</b> <b>Address:</b> <b>Phone # &amp; Fax #:</b> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <div style="display: flex; justify-content: space-between;"> <span>_____</span> <span>_____</span> </div> <div style="display: flex; justify-content: space-between;"> <span><b>Signature</b></span> <span><b>Date</b></span> </div>
<b>DBE/HUB Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone # &amp; Fax #:</b> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <div style="display: flex; justify-content: space-between;"> <span>_____</span> <span>_____</span> </div> <div style="display: flex; justify-content: space-between;"> <span><b>Signature</b></span> <span><b>Date</b></span> </div>
<b>Second Tier Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone # &amp; Fax #:</b> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <div style="display: flex; justify-content: space-between;"> <span>_____</span> <span>_____</span> </div> <div style="display: flex; justify-content: space-between;"> <span><b>Signature</b></span> <span><b>Date</b></span> </div>

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #6 SUMMARY

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Authorize negotiation and execution of a contract for preliminary engineering and environmental services for the 183 North Project.

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Associated Costs:	TBD
Funding Source:	General Fund, Reimbursed with STP-MM Funds
Board Action Required:	Yes

Description of Matter: On February 29, 2012, the Mobility Authority's Board of Directors authorized the issuance of a Request for Qualifications (RFQ) from teams interested in providing preliminary engineering and environmental services necessary to implement the 183 North Project. The RFQ was issued on January 27, 2013. Seven responses were received on February 18, 2013 in response to the RFQ.

A Selection Committee led by the Engineering Manager, Sean Beal, P.E., and composed of Mobility Authority staff, TxDOT representative and consultants evaluated the Responses against the criteria provided in the RFQ. The committee reviewed and scored the responses and made a recommendation to short-list four (4) of the responding teams to the Executive Director.

The Selection Committee then conducted interviews of the teams on March 18, 2013 and evaluated the teams based on their responses to prepared questions. Based on the interview evaluations, the Selection Committee is seeking Board approval of the recommended team, approval for the Executive Director to negotiate a professional services contract with the recommended team to provide preliminary engineering and environmental services, and authorization for the Executive Director to execute the negotiated contract.

Reference documentation: Summary Presentation of Qualifications, Proposals,  
Evaluation Process, Results, and Team  
Recommendation.

Draft Resolution

Contact for further information: Wesley M. Burford, P.E., Director of Engineering

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

**RESOLUTION NO. 13-\_\_\_**

**AUTHORIZING NEGOTIATION AND EXECUTION OF A CONTRACT  
FOR PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES  
FOR THE 183 NORTH PROJECT.**

WHEREAS, the Mobility Authority issued a request for qualifications for preliminary engineering and environmental services for the 183 North Project on January 27, 2013, (the "RFQ"), and seven responses to the RFQ were received from proposers by the February 18 submittal deadline established by the RFQ; and

WHEREAS, those responses were reviewed and evaluated by a selection committee in accordance with the RFQ and the Mobility Authority's procurement policies; and

WHEREAS, the selection committee recommended a short-list of four of the proposers for interviews, and after a review and analysis of the four proposers by the selection committee, the selection committee has recommended to the Executive Director, and the Executive Director recommends to the Board of Directors, that the Board select \_\_\_\_\_ as the most highly qualified provider of the requested professional services.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby selects \_\_\_\_\_ to provide preliminary engineering and environmental services for the 183 North Project; and

BE IT FURTHER RESOLVED that the Board hereby authorizes the Executive Director to negotiate a professional services contract with \_\_\_\_\_ to provide preliminary engineering and environmental services for the 183 North Project; and

BE IT FURTHER RESOLVED that upon completion of those negotiations to the satisfaction of the Executive Director, the Board hereby authorizes the Executive Director to execute the negotiated contract on behalf of the Mobility Authority without further action by the Board.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27<sup>th</sup> day of March, 2013.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 13-\_\_\_  
Date Passed: 3/27/13



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #7 SUMMARY

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Authorize execution of a contract for landscape maintenance services for Mobility Authority road corridors.

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Associated Costs: \$702,000

Funding Source: General Funds

Board Action Required: Yes

Description of Matter: On March 19, 2013, two bids for landscape maintenance services were received and publicly opened. The bids were reviewed by the GEC and one bid was determined to be nonresponsive.

The Executive Director recommends that the landscape maintenance contract be awarded to the lowest responsive and responsible bidder, Encino Landscape, Inc., for a not to exceed amount of \$702,000.00. If approved, a notice of award can be issued to the successful proposer. Following submittal and review of the contract bond and insurance documents, the contract will be executed and a notice to proceed can be issued.

Reference documentation: Draft Resolution

Contact for further information: Wesley M. Burford, P.E., Director of Engineering

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

**RESOLUTION NO. 13-\_\_\_**

**AUTHORIZING EXECUTION OF A CONTRACT FOR LANDSCAPE MAINTENANCE  
SERVICES FOR MOBILITY AUTHORITY ROAD CORRIDORS.**

WHEREAS, the Mobility Authority issued an invitation to bid on providing landscape maintenance and associated services for Mobility Authority road corridors on March 3, 2013, and two bids were received and opened immediately following the March 19, 2013, bid response deadline established by the invitation to bid; and

WHEREAS, after reviewing the opened bids to confirm compliance with the Mobility Authority's procurement policies, only one of the two bids was determined to be a responsive bid proposal, and

WHEREAS, after a review and analysis of the proposal by HNTB Corporation, as general engineering consultant for the Mobility Authority, and by Mobility Authority staff, the Executive Director recommends awarding a landscape maintenance contract to the lowest and responsive bidder, Encino Landscape, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby awards the contract to provide landscape maintenance and associated services for Mobility Authority road corridors to Encino Landscape, Inc., for a total amount not to exceed \$702,000.00; and

BE IT FURTHER RESOLVED that the Board authorizes the Executive Director to finalize and execute the contract on the terms and conditions acceptable to the Executive Director and consistent with Mobility Authority procurement policies, the invitation to bid, the bid proposal package received from Encino Landscape, Inc., and this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27<sup>th</sup> day of March, 2013.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 13-\_\_\_  
Date Passed: 3/27/13

# Central Texas Regional Mobility Authority

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183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

\*\*\*\*\*

PROPOSAL DOCUMENTS  
CONTRACT  
SPECIAL PROVISIONS  
SPECIAL SPECIFICATIONS

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HNTB Corporation

March 2013

# Central Texas Regional Mobility Authority

## 183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

### LANDSCAPE MAINTENANCE

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# Central Texas Regional Mobility Authority

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## 183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

### LANDSCAPE MAINTENANCE

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#### INVITATION TO BID

Sealed Proposals for the above project will be received by the Central Texas Regional Mobility Authority (Mobility Authority), 301 Congress Avenue, Suite 650, Austin, Texas 78701 until 1:00 p.m. local time, March 19, 2013, at which time and place the bids will be publicly opened and read.

The work under this Contract shall be completed no later than April 30, 2015. The principal work and locations are as follows:

Landscape Maintenance and associated items for 183A Toll Road, Manor Expressway, 183A Field Operations Building, 183A Brushy Creek Pedestrian Bridge and 183A Shared-Use Path.

A Pre-bid meeting will be held at 301 Congress Avenue, Suite 650, Austin, Texas 78701 at 11:00 a.m. local time, on March 7, 2013.

Bids for this Contract must be submitted on completed bidding forms. The successful bidder will be notified in writing.

To submit Proposals for this Contract, prospective bidders should meet the following requirements:

- Be qualified via “Full Prequalification” or “Bidder’s Questionnaire” by the Texas Department of Transportation (TxDOT) for bidding on State projects or within the 90 - day grace period for the preparation of a new qualification statement; or have submitted the Bidder’s Questionnaire or the Confidential Questionnaire and have it on file with TxDOT at least ten (10) days before the date proposals are to be opened. Must be able to provide documentation upon request;
- Be registered with the State of Texas and provide documentation upon request; and
- Be able to give suitable evidence of prior experience landscaping, and be able to provide written documentation of successfully completed similar contract work upon request.

Contract documents will be available on Monday, March 4, 2013 for pre-qualified bidders and interested non-bidders through the Mobility Authority’s website ([www.ctrma.org](http://www.ctrma.org)) and CivCast’s website ([www.civcastusa.com](http://www.civcastusa.com)).

Any questions concerning this bid must be submitted to the CivCastusa.com website. Responses to questions will be posted to the [www.civcastusa.com](http://www.civcastusa.com) for the benefit of all potential respondents. Questions must be received by 5 pm, local time, on March 12, 2013. Responses to questions will be posted to the [www.civcastusa.com](http://www.civcastusa.com) website no later than 5 pm, local time, on March 14, 2013.

Contract documents, without Standard Specifications or other referenced standards are available upon request. Specifications ([Texas Department of Transportation “Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges”, 2004; ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf)) which form an integral part of this Contract, are available online at the Texas Department of Transportation (TxDOT) website. In response to questions or at its own initiative, the Mobility Authority may issue one or more addenda to this Invitation to Bid. Bidders are responsible for monitoring the Mobility Authority and CivCast websites for any information, updates, or announcements regarding this Invitation to Bid. A Bidder is responsible for monitoring the websites and is required to consider and act accordingly with respect to any addenda that revise information or responses provided in the Bidder’s Sealed Proposal.

The Mobility Authority strongly encourages minority-owned and women-owned businesses to submit proposals for this contract.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY  
Mike Heiligenstein, Executive Director  
Austin, Texas

# Central Texas Regional Mobility Authority

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183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

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## BID FOR GENERAL MAINTENANCE CONTRACT

To: Central Texas Regional Mobility Authority  
301 Congress Avenue, Suite 650  
Austin, Texas 78701

I/we, the undersigned, declare: that no other person, firm or corporation is interested in this Bid; that I/we have carefully examined the Plans, Standard Specifications, Special Specifications, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein; that I/we understand that the quantities of items shown herein below are approximate only; that I/we have examined the location of the proposed work; that I/we agree to bind myself/ourselves, upon award to me/us by the Central Texas Regional Mobility Authority (Mobility Authority) under this Bid, to enter into and execute a Contract for the project named above; that I/we agree to start work no later than the date stated in the written Notice to Proceed (Section 8.1 of the Specifications), to furnish all necessary materials, provide all necessary labor, equipment and tools, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to fully complete the entire project by April 30, 2015 (unless the contract is extended by an Amendment); and that I/we agree to accept as full compensation for the satisfactory prosecution of this project the following named unit and lump sum prices for the various scheduled items of work.

## LANDSCAPE MAINTENANCE OFFICIAL BID FORM

### BASE BID ITEMS

Spec.	Item No.	Description and Unit Pricing in Writing		Unit of Measurement	Approx. Quantity	Unit Price	Total
168	1	Vegetative Watering _____	Per	MG	260		
500	2	Mobilization _____	Per	YR	2		
1007-001	3	Plant Bed Maintenance (183A Toll Road) _____	Per	Cycle*	38		
1007-002	4	Plant Bed Maintenance (Manor Expressway) _____	Per	Cycle*	19		
1007-003	5	Roadway Planting (183A Toll Road) _____	Per	Cycle*	38		
1007-004	6	Roadway Planting (Manor Expressway) _____	Per	Cycle*	19		
1007-005	7	Field Operations Building (FOB) _____	Per	Cycle*	42		
1007-006	8	183A Brushy Creek Pedestrian Bridge _____	Per	Cycle*	20		
1007-007	9	183A Corridor Shared-Use Path (SUP) _____	Per	Cycle*	20		
<b>TOTAL BASE BID ITEMS</b>							

### ADDITIVE ALTERNATE

ITEM 1							
169	10	Permanent Soil Retention Blanket (CL 2) (TY G) _____	Per	SY	6800		
432	11	Riprap (Stone Protection)(12 in) _____	Per	CY	400		
<b>TOTAL ADDITIVE ALTERNATE</b>							

\*Items Include Materials, Labor, Complete Functioning, and in Place

<b>TOTAL BID PRICE (TOTAL BASE BID + TOTAL ADDITIVE ALTERNATES)</b>	
---------------------------------------------------------------------	--

The quantities shown in the above schedule of items are considered to be approximate only and are given as the basis for comparison of bids. The Mobility Authority may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. The Mobility Authority reserves the right to delete, in whole or in part, without prejudice after the award of the Contract, any items listed in the Bid. It is understood that payment for unit price items will be made for the actual quantities of such work satisfactorily completed, rather than the estimated quantities given hereinabove. An increase or decrease in the quantity for any unit price item will not be regarded as sufficient ground for an increase or decrease in the unit price, nor in the time allowed for the completion of the work, except as provided for in the Specifications.

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

Business Name of Bidder \_\_\_\_\_

Type of Organization      Individual      
                                         Partnership     
                                         Corporation  

Texas Corporation Registration No. \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

\_\_\_\_\_

Signature of Owner,  
Partner or Corp. Officer: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness or Attest \_\_\_\_\_

(Affix Corporate Seal Here)

# Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

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## NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

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

That I am \_\_\_\_\_(Title) of \_\_\_\_\_, the Bidder making the Bid submitted to the Central Texas Regional Mobility Authority, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for Contract No. 13-227/246-01M in connection with Landscape Maintenance on the 183A Toll Road and Manor Expressway Projects; that I executed the said Bid with full authority to do so;

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

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

Name of Association	Location of Principal Office
_____	_____
_____	_____
_____	_____

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

Sworn to and subscribed  
before me this \_\_\_\_\_  
day of \_\_\_\_\_,  
20\_\_.

By: \_\_\_\_\_  
Person Signing Bid

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires:

# Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

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## REFERENCES

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Point-of-Contact \_\_\_\_\_

Telephone Number \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Point-of-Contact \_\_\_\_\_

Telephone Number \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Point-of-Contact \_\_\_\_\_

Telephone Number \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Point-of-Contact \_\_\_\_\_

Telephone Number \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Point-of-Contact \_\_\_\_\_

Telephone Number \_\_\_\_\_



# Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

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## CONTRACT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between the Central Texas Regional Mobility Authority, 301 Congress Avenue, Suite 650, Austin, Texas, 78701, hereinafter called the Mobility Authority and \_\_\_\_\_, or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with the Mobility Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, Contract No. 13-227/246-01M, entitled Landscape Maintenance, in the manner and to the full extent as set forth in the Plans, Standard Specifications, Special Specifications, Special Provisions, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of the Mobility Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Mobility Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

This Contract is awarded on the basis of the Total Bid Price (based on Bid quantities) of \_\_\_\_\_ **dollars and** \_\_\_\_\_ **cents (\$** \_\_\_\_\_ **).**

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

The Contractor agrees as follows:

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

I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.

c. Notices and advertisements and solicitations placed in accordance with federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.

d. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.

e. The Mobility Authority may terminate this Contract at its sole option, at any time, with or without cause, by providing 30 days written notice to Contractor of its intention to terminate and the termination date established by that notice. Upon such termination, the Mobility Authority shall enter into a settlement with the Contractor upon an equitable basis as determined by the Mobility Authority, which shall fix the value of the work performed by the Contractor prior to the termination date.

f. All work on this Contract shall be completed within two (2) years following receipt of the Notice to Proceed No. 1 for the 183A Toll Road (including frontage roads, Brushy Creek Pedestrian Bridge and Shared-Use Path) and the 183A Field Operations Building. The Mobility Authority, through mutual written agreement, may extend the Contract for up to a one (1) one-year period, which may include an adjustment in the Total Bid Price to account for the extension of services.

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

CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY

By: \_\_\_\_\_

Mike Heiligenstein  
Executive Director

CONTRACTOR:

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
by: \_\_\_\_\_

Title

(Affix Corporate Seal Here)



Additional Requirements:

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

INCUMBENCY CERTIFICATE

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

NAME

OFFICE

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

\_\_\_\_\_  
\_\_\_\_\_  
Secretary

**Central Texas Regional Mobility Authority**

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

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PERFORMANCE BOND

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_ of the City of \_\_\_\_\_

County of \_\_\_\_\_, and State of \_\_\_\_\_, as principal,  
and \_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

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

\*\*\*\*\*

I, \_\_\_\_\_, having executed Bonds  
SIGNATURE

for \_\_\_\_\_ do hereby affirm I have  
NAME OF SURETY

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

# Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

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## RECEIPT OF ADDENDA

I/We hereby acknowledge receipt of the following addenda and have made the necessary revisions to the Contractor's Proposal, plans, and specifications, etc., and agree that these addenda are included in the Contractor's Proposal.

<u>Addenda #</u>	<u>Signature</u>	<u>Date</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

I understand that failure to confirm receipt of addenda will result in the bid being considered non-responsive and will not be considered.



# Central Texas Regional Mobility Authority

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183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

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## GENERAL NOTES

Two Notices to Proceed will be issued on this Contract. All work under this Contract shall be completed by April 30, 2015 after notice to proceed unless the contract is extended by an Amendment. The contract time includes the mobilization and material procurement period if applicable.

Office of Record: For this Contract, the Office of Record will be the Central Texas Regional Mobility Authority Offices at 301 Congress Avenue, Suite 650, Austin, Texas 78701. Questions concerning this proposal may be directed to the attention of Ginny Burcham, Construction/Maintenance Manager, (512) 413-5258, gburcham@ctrma.org.

It is the Contractor's responsibility to ensure familiarity with the existing site conditions and all aspects of the Contract prior to responding.

Immediately notify the Construction/Maintenance Manager or a designated representative of all emergency situations. An after-hours/holiday emergency number will be provided to the Contractor.

This Contract is for work in Travis and Williamson Counties.

### **Pre-Work Meeting:**

Prior to beginning work on the Contract, a pre-work meeting will be requested by the Mobility Authority between the Contractor, Mobility Authority, and other stakeholders.

### **Stockpile, Storage and Equipment Sites:**

No office sites, stockpile sites, employee parking or storage of equipment/materials will be allowed on the Mobility Authority's right-of-way. Secure separate sites off the Mobility Authority's right-of-way for the above activities.

Remove all equipment, construction debris and project-related surplus material from the right-of-way to keep the facilities in a neat and presentable condition at all times.

Protect all areas of the right-of-way from damage or destruction. Exercise care to prevent damage to trees, vegetation, and other natural surroundings that are to remain in place. Restore any area disturbed, as a result of the Contractor's operations, to a condition as good as or better than prior to the Contract.

Furnish all materials (except as listed below), tools, and labor required to provide complete maintenance of the designated landscape areas in accordance with the documents and specifications. Furnished materials will be new undepreciated stock.

All damaged and unsalvageable materials will become property of the Contractor and will be removed and legally disposed of off the Mobility Authority's right-of-way.

Equip all construction/maintenance equipment involved in roadway work with a permanently mounted 360° revolving or strobe warning light with amber lens. The lights will have a minimum lens diameter of five inches (5"), a mounting height of not less than six feet (6') above the roadway surface and be visible from all sides. Attach at each side of the rear end of the construction/maintenance equipment an approved orange warning flag mounted not less than six feet (6') above the roadway surface.

Provide vehicles that are licensed, inspected, and in good working condition. All field personnel shall wear approved safety equipment.

Trained, qualified crews, working under experienced supervisory personnel, will be used in the various applications of this Contract, which will be exposed to active highway traffic conditions.

Overhead and underground utilities exist in the vicinity of the Project. The exact location of underground utilities is not known. Contact the Austin area **Texas 811** at 800-344-8377 or the area utility companies for exact locations at least 48 hours prior to commencing any work that might affect existing utilities. Confirmation of the required contact with **Texas 811** must be provided to the Mobility Authority's Construction/Maintenance Manager at least 24 hours prior to commencing any such work.

The Authority will issue two separate Notices to Proceed for services performed under this contract. The first Notice to Proceed will be issued for the 183A Toll Road (including frontage roads, 183A Brushy Creek Pedestrian Bridge and 183A Shared-Use Path) and the 183A Field Operations Building. The second Notice to Proceed will be issued for the Manor Expressway Mainlanes, Shared-Use Path and flyover direct connect interchange).

**Project Limits for Notice to Proceed No. 1:**

This project consists of performing Landscape Maintenance on the following roadways:

<u>Roadway</u>	<u>Limits</u>	<u>Centerline Miles</u>
183A Toll Road, incl. Frontage Roads, Pedestrian Bridge & Shared Use Path	From: Lakeline Blvd To: Hero Way	Approx. 9.0
<u>183A Field Operations Building Grounds</u>		<u>Approx. Area</u> 15,000 SqFt

The limits of work shall include all designated landscape areas within the 183A Toll Road right-of-way. The areas shall include ramps, islands, medians, cross streets, pedestrian bridge, Shared Use Path, etc.

The limits of maintenance on the cross roads shall generally be as follows:

1. To the 183A right-of-way line or the setback right-of-way on intersecting highways, County Roads and City Streets.
2. Interchange areas.

The 183A Toll Road is considered an urban roadway.

**Project Limits for Notice to Proceed No. 2:**

This project consists of performing Landscape Maintenance on the following roadways:

<u>Roadway</u>	<u>Limits</u>	<u>Centerline Miles</u>
Manor Expressway, incl. Frontage Roads, Shared Use Path & Flyover Direct Connect Interchange	From: US 183 To: East of Parmer Lane	6.2

The limits of maintenance on the cross roads shall generally be as follows:

1. To the Manor Expressway right-of-way line or the setback right-of-way on intersecting highways, County Roads and City Streets.
2. Interchange areas.

Manor Expressway is considered an urban roadway.

Department manuals can be found on the TxDOT internet site at:

<http://www.txdot.gov/inside-txdot/forms-publications.html>

Use materials from pre-qualified producers as shown on the Construction Division (CST) of the Texas Department of Transportation (TxDOT) Material Producers List or information to be provided by the Mobility Authority. Use the following website to view this list:

<http://www.txdot.gov/business/resources/materials.html>

### **Work Provided by Others**

There will be work performed by other maintenance contractors and roadway construction contractors along the length of the facility. The limits of the Contractor's work will be generally defined as those areas as indicated on the attached exhibits or as specifically designated by the Construction/Maintenance Manager. Coordinate with the other contractors and scheduled work activities and locations to avoid any conflicts. The Contractor's personnel working within other contractor's active construction zones will be required to wear hard hats, safety vests, and be equipped with appropriate personal gear.

### **Environmental**

#### Karst Preserve Areas

There are karst preserve areas that exist within or adjacent to the Mobility Authority's right-of-way. Maintain the right-of-way areas that are adjacent to karst preserve areas by avoiding the use of potential contaminants, including but not limited to fertilizers, pesticides, and herbicides. Particular care should be made to avoid disturbance of the right-of-way in these areas.

The 183A Toll Road right-of-way area between Stations 765+00 to 850+00 and surrounding properties fall within U.S. Fish and Wildlife Service (USFWS) karst zones 1 and 2 – an area known to contain federally listed endangered species.

The Contractor's attention is directed to the 183A Toll Road's center median between Stations 769+00 and 785+25 where the southbound frontage road lanes and southbound main lanes are split. Remaining vegetation within this 10-acre center median will not be disturbed, unless directed otherwise. Particular care should be made to avoid damaging Big Oak Cave (approximately located at Station 781+50 250' RT CL) and its subsurface hydrologic basin. Unauthorized entry of any cave, particularly Big Oak Cave and Raccoon Cave (approximately located at Station 785+60 600' LT CL), is prohibited by law. Any suspected entry of any cave within the right-of-way shall be reported to the Construction/Maintenance Manager.

#### Infestations

Report the presence of red imported fire ants to the Construction/Maintenance Manager. Upon confirmation of red imported fire ant mounds by the Construction/Maintenance Manager, submit integrated pest management plan to treat fire ant mounds consistent with U.S. Fish and Wildlife Service protocol to the Construction/Maintenance Manager for approval prior to implementation.

The use of topsoil or sod from off-site will be minimized to limit the spread of fire ants and the introduction of non-native species. Certify in writing that each load of off-site topsoil, compost, and sod is free of red imported fire ants prior to placement. The certification shall contain the following as a minimum: the date, supplier, materials, truck number, location of placement, and signature of the Contractor's agent or representative.

### Migratory Bird Treaty & Endangered Species Acts

The Contract maintenance limits on the 183A Toll Road and the Manor Expressway are subject to the Migratory Bird Treaty Act. Additionally, the 183A maintenance limits are subject to the Endangered Species Act, due to the presence of the endangered golden-cheeked warbler. Four areas along the 183A Toll Road corridor have been identified as Potential Endangered Species Habitat. The approximate limits of these areas are between Sta. 410 to 435, Sta. 485 to 500, Sta. 635 to 685 and Sta. 755 to 790. Woody vegetation clearing and tree trimming throughout the designated areas shall occur only between September 1 and February 28, outside the nesting season. Submit a plan (including description of work, proposed dates and location) two weeks prior to trimming or clearing date. Obtain approval from the Construction/Maintenance Manager for woody vegetation removal from March 1 to August 31.

Notify the Construction/Maintenance Manager if any occupied birds' nests are identified in the path of any vegetation removal or trimming. According to the Migratory Bird Treaty Act, it is unlawful to pursue, hunt, take, capture or kill; attempt to take, capture or kill; possess, offer to or sell, barter, purchase, deliver or cause to be shipped, exported, imported, transported, carried or received any migratory bird, part, nest, egg or product, manufactured or not.

### Edwards Aquifer Recharge and Contributing Zones

There are maintenance areas within the Edwards Aquifer Recharge Zone or Contributing Zone and are subject to 30 TAC Chapter 213. The following websites can be used to find details on location and regulations:

- <http://info.sos.state.tx.us/>
- <http://www.usgs.gov/>
- <http://www.gis3.tceq.state.tx.us>

### **Report Submissions**

- The Contractor shall submit a monthly report detailing all activities performed and dates.
  - All activities performed during the previous month including:
    - Fertilizer application – formulation, application rate and location
    - Location of herbicide application
    - Tree and/or shrub maintenance
    - Ornamental grass trimming
    - Bed maintenance – i.e. mulch replacement, pruning, weeding etc.
    - Irrigation inspection (report result)
- The Contractor shall submit a monthly report detailing repair/improvements/recommendations for the Mobility Authority to consider based on their monthly observation. The report will include items and time to complete based on unit priced items within the Bid Form and shall be for “on-call” maintenance items.

## **Landscape Maintenance Guidelines**

The Contractor is responsible for maintaining all landscape plantings in the designated areas within the right-of-way of the 183A Corridor and Manor Expressway, as well as the landscape plantings and grounds of the 183A Field Operations Building in a neat, clean, healthy, and manicured appearance at all times. Work will be performed in accordance with *Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* as modified by these Special Provisions. For this Contract, Item 1007, "Landscape Maintenance", will be measured by the item and paid by the cycle. A cycle constitutes a completion of all items identified under the following: Plant Bed Maintenance, Roadway Planting Maintenance, 183A Brushy Creek Pedestrian Bridge and the 183A Field Operations Building (FOB). All other pay items will be measured and paid by the on-call unit price. Additional guidelines for the work are described below and will be performed at the locations shown on the enclosed exhibits and the frequencies as indicated.

All new landscape plantings and planting beds shall be watered. If these areas are not within an irrigated area, they will be maintained as directed and approved by the Construction/Maintenance Manager under Bid Item 168, Vegetative Watering.

The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor's Project Manager shall participate in a monthly walk-through with the Construction/Maintenance Manager within the first ten (10) days of each month as requested. This item is considered subsidiary to Item 1007, "Landscape Maintenance."

The Contractor's landscape maintenance work during each cycle will include the following components:

Landscape Maintenance Bid Item Components*					
Components	Plant Bed Maintenance (Bid Items 1007-001 and -002)	Roadway Maintenance (Bid Items 1007-003 and -004)	183A Toll Road FOB (Bid Item 1007-005)	183A Brushy Creek Pedestrian Bridge (Bid Item 1007-006)	183A Toll Road SUP (Bid Item 1007-007)
Mulching	X	X	X	X	
Mowing	X	X	X	X	X
Pruning	X	X	X	X	
Litter	X	X	X		
Sweeping				X	X
Fertilizer	X	X	X		
Herbicide/Pesticide Treatment	X	X	X	X	X
Irrigation	X		X		
FOB Plant Maintenance			X		
Monthly Walk-through	X	X	X	X	X

\* This summary is being provided **for informational purposes only** to serve as a guide in preparing the bids.

**Vegetative Watering (Bid Item 168)**

- All new/existing designated landscape planting and landscape planting beds, and specific locations as identified by the Mobility Authority or as directed by the Construction/Maintenance Manager shall be maintained to ensure healthy prolific plant material. Primary target areas include new plantings along 183A north of FM 1431.
- The Contractor is responsible for furnishing and placing water as directed by the Construction/Maintenance Manager to ensure healthy plantings.
- Water shall be obtained by the Contractor, hauled, and vegetative watering accomplished by approved mechanical means.

Estimated Vegetative Watering for 183A Toll north of FM 1431 per Year*				
Plant Description	Quantity	Watering Rate/Gallon	Frequency/Year	Gallons/Year
Shrubs/Grasses	4,273	1	26	111,098
Small Trees	38	5	26	4,940
Large Trees	51	10	26	13,260
			<b>Total</b>	<b>129,298</b>

\* This tabulation only reflects an estimate of the anticipated frequencies for the cycle activity that the Contractor may be requested to provide. This summary is being provided **for informational purposes only** to serve as a guide in preparing the bids.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

SPECIAL PROVISIONS

To

TEXAS DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF  
HIGHWAYS, STREETS, AND BRIDGES  
2004

FOR

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

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# CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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## SPECIAL PROVISIONS

### PREFACE:

The "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" of the Texas Department of Transportation, 2004, as amended and augmented by the Special Provisions following, shall govern the performance of the Contract. These specifications hereby are made a part of the Contract as fully and with the same effect as if set forth at length herein.

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

References made to specific section numbers in these Special Provisions, or in any of the various documents that constitute the complete Contract Documents shall, unless otherwise denoted, be construed as referenced to the corresponding section of the "Standard Specifications" issued by the Texas Department of Transportation in 2004.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

SPECIAL PROVISIONS

TO

STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF  
HIGHWAYS, STREETS, AND BRIDGES  
2004

The following provisions represent modifications to the corresponding sections of the Texas Department of Transportation Specifications, described above, and relate exclusively to the Central Texas Regional Mobility Authority Contracts. In case of conflicting requirements between the Texas Department of Transportation Specifications and these modifications, the modifications shall govern. Any applicable provision in the Texas Department of Transportation Specifications not amended by and not in conflict with any Special Specifications or Special Provisions shall be in full effect.

All modifications contained herein are additions to the provisions of the designated sections of the Texas Department of Transportation Specifications unless the text specifically identifies a requirement to be an amendment to, deletion of or substitution for a provision in the Texas Department of Transportation Specifications.

## **SPECIAL PROVISION**

### **ITEM 1**

#### **DEFINITION OF TERMS**

For this project, Item 001, "Definition of Terms," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

##### 1.2 Abbreviation

The following new abbreviation is added to this section:

Mobility Authority - Central Texas Regional Mobility Authority

##### 1.3 Terms

The definitions for the following terms as they appear in this section are deleted and the following definitions substituted therefore:

**CONSTRUCTION/MAINTENANCE MANAGER** - The authorized representative(s) of the Mobility Authority, who will be duly appointed by the Authority to monitor the work performed in connection therewith.

**SPECIFICATIONS** - The general term comprising all the directions, provisions and requirements contained in the Texas Department of Transportation, "Standard Specifications For Construction and Maintenance Of Highways, Streets, And Bridges," 2004 Edition, the Mobility Authority's Special Specifications and Special Provisions, and in any Addenda and Change Orders or Supplemental Agreements that may be issued, all of which are necessary for the proper performance of the Contract.

The following new definitions are added to this section:

**MOBILITY AUTHORITY** - The Central Texas Regional Mobility Authority, an agency created under Texas Transportation Code Chapter 370 and approved by the Texas Transportation Commission, together with its members, partners, employees, agents officers, directors, shareholders, representatives, consultants, successors, and assigns. The Authority's principal office is presently located at 301 Congress Avenue, Suite 650, Austin, Texas 78701.

**STANDARDS** - Whenever the Plans and/or Specifications refer to "Standard Sheets" or "Design Details" such reference shall be construed to mean the set of drawings issued by the Design Division, Texas Department of Transportation, and entitled "Standard Sheets". Only those standards or standard drawings specifically referred to by number on the Plans or in the various Contract Documents are applicable to work on this Contract.

Whenever in the various Contract Documents the term, "Department" or "State" appears, it shall be replaced by the term, "Central Texas Regional Mobility Authority." Similarly, the term, "Executive Director" shall be replaced by the term, "Executive Director of the Central Texas Regional Mobility Authority".

Whenever in the Texas Department of Transportation Specifications and Standard Drawings the term, "Department" or "Texas Department of Transportation" appears, it shall be replaced by the term, "Central Texas Regional Mobility Authority," except in references to said Texas Department of Transportation as being the author of certain Specifications and Standard Drawings, and in reference to said Department as the agency prequalifying prospective Bidders.

Whenever in the Texas Department of Transportation Specifications and Standard Drawings the term, "District Engineer" appears, it shall be replaced by the term, "Construction/Maintenance Manager of the Central Texas Regional Mobility Authority."

The following Articles are voided and replaced by the following:

**1.50. Disadvantaged Business Enterprise (DBE).** A small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.

The following Articles are voided and not replaced.

**1.97. Proposal.**

**1.98. Proposal Form.**

**1.99. Proposal Guaranty.**

**1.128. Subcontractor.** A Subcontractor is defined as an individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, truck owner-operator, wholly owned subsidiary, or specialty-type businesses such as security companies and rental companies.

This Item is supplemented by the following:

**1.148. Additive Alternate.** A bid item contained in a proposal that is not a regular or on-call base bid item. The additive alternate item(s) include work that may be added to the base bid work.

**1.149. Base Bid.** The total bid (includes regular bid items or corresponding on-call bid items) amount without additive alternates.

**1.150. Bid.** The offer of the bidder for performing the work described in the plans and specifications including any changes made by addenda.

**1.156. Family Member.** A family member of an individual is the individual's parent, parent's spouse, step-parent, step-parent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse.

**1.158. Bid Form.** The form provided by the Mobility Authority used by the bidder to submit a bid. The bid form is a Mobility Authority bidder's form (traditional proposal submitted manually).

## **SPECIAL PROVISION**

### **ITEM 2**

#### **INSTRUCTIONS TO BIDDERS**

For this project, Item 002, "Instruction to Bidders," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

#### 2.2 Eligibility of Bidders

This Section is amended as follows:

Only contractors who are or can be pre-qualified by the Texas Department of Transportation for the Landscape Maintenance or have submitted the required qualifications statements or Bidder's Questionnaire and be on file with TxDOT at least ten (10) days prior to the Proposal deadline will be permitted to submit Proposals for this Project. The foregoing notwithstanding, the Mobility Authority reserves the right to reject the Proposal of any Bidder because of reason of unsatisfactory performance or progress on other or prior Mobility Authority contracts, as determined by the Mobility Authority in its sole discretion.

Securing prequalification, and the timing thereof strictly in accordance with the procedures and requirements of TxDOT, shall at all times be the sole responsibility of the Contractor.

The Texas Department of Transportation may at any time and at its sole discretion temporarily disqualify a previously pre-qualified contractor for reasons of unsatisfactory performance or progress on a project or for other sufficient reason. Until such time as a disqualified contractor is reinstated, the Contractor will not be permitted to bid on contracts for the Mobility Authority. The Mobility Authority reserves the right to require a pre-qualified contractor to submit a current financial and experience statement at any time.

If a group of contractors should desire to submit a single bid for a contract or group of contracts, acting under the terms of a joint venture, each such contractor must be pre-qualified in the proper classification of work and must be registered with the Texas Department of Transportation. The total of the estimated dollar values of this type of work for all the contractors involved will be considered as the maximum capacity of the joint venture.

2.4. Interpreting Estimated Quantities. The quantities listed in the bid form are approximate and will be used for the comparison of bids. Payments will be made for the work performed in accordance with the Contract.

## 2.5 Examining Documents and Work Locations

At the end of the fifth paragraph, add the following:

In the event a word, phrase, clause, or other portion of the plans, specifications, or other contract documents is alleged to be ambiguous, the Bidder shall submit to the Mobility Authority's Construction/Maintenance Manager a written notice of same prior to the date of receipt of Proposals, and request an interpretation thereof.

Add the following paragraphs:

The Bidders are encouraged to visit the Project site to form their own conclusions regarding access requirements, effort required to perform the tasks, and other information needed to prepare their Proposal. Prior to visiting the site, a Bidder shall notify the Mobility Authority's Construction/Maintenance Manager, Ginny Burcham (512-413-5258), of the time and date of the Bidder's visit. Access may be limited due to ongoing construction.

Any Addenda that may be issued by the Mobility Authority will be posted on the CivCast website ([www.civcastusa.com](http://www.civcastusa.com)). The prospective Bidder's acknowledgement of receipt of such Addenda and that it has taken the contents thereof into consideration in preparing the Bidder's Bid must be so indicated on the RECEIPT OF ADDENDA form.

## 2.6 Preparing the Proposal

Add the following paragraphs:

The Bidders will submit their bids on the Bid Forms provided for Landscape Maintenance, furnished by the Mobility Authority, upon which the award of contract will be based.

The Central Texas Regional Mobility Authority may elect to receive bids on more than one construction contract on the same date. When this event occurs, the Mobility Authority will award the various contracts after all of the bids for the various contracts are received and analyzed.

This proposal also includes items that will be included on an On-Call basis. The unit price for these items will be negotiated during contracting and will not be considered in the total bid submitted. The following is a list of On-Call items:



Item Number	Description	Unit
1	Furnish and Placing Topsoil	CY
2	Compost Manufactured Topsoil	CY
3	Block Sodding (Bermuda Grass/Buffalo Grass)	SY
4	Broadcast Seeding (Perm)(Urban)(Sandy)	SY
5	Broadcast Seeding (Perm)(Urban)(Clay)	SY
6	Repair Irrigation System (FOB and Manor Expressway)	HR
7	Plant Material (1 Gallon)	EA
8	Plant Material (5 Gallon)	EA
9	Plant Material (15 Gallon)	EA
10	Plant Material (30 Gallon)	EA
11	Riprap (Dry)(Stone)	CY
12	Strip Mowing (on-call)	AC
13	Herbicide Application and Cleanup (For Removal of Noxious Vegetation)	Cycle
14	Tree Trimming and Brush Removal	AC
15	Supervisor	HR
16	Laborer	HR
17	Pick Up Truck	HR
18	Skid Steer Loader	HR
19	Backhoe	HR
20	Haul Truck and Trailer	HR

## 2.8 Proposal Guaranty

This section is deleted in its entirety and not replaced:

A proposal guaranty is not required.

## 2.9 Delivery of Proposal

The fourth sentence of the first paragraph of this Section is deleted, and the following sentence substituted:

Bids will be accepted at the Mobility Authority's office at 301 Congress Avenue, Suite 650, Austin, Texas until scheduled bid opening time. Electronic bids will not be accepted.

Proposals are requested to be delivered in a sealed envelope with the following information on the envelope:

1. Name of Proposer
2. Contract Name

2.14. Tabulating Bids.

The following sections are deleted in its entirety and replaced.

**A.** This project includes an Additive Alternate. The Total Bid Price for this project includes the sum for all required items plus the Additive Alternate. The Additive Alternate may be removed at the Mobility Authority's discretion. Should the Additive Alternate be removed, the total contract price will be adjusted accordingly, based on the price listed on the Bid Form for the Bid Alternate. The Total Bid Price is the basis for determining the Low Bidder. The total bid amounts will be compared and the results made public. The bidder shall commit to the Total Bid Price for a period of ninety (90) days from the date of the Bid Opening.

**C.** Rounding of Unit Prices. The Mobility Authority will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent (\$0.001) in determining the amount of the bid as well as computing the amount due for payment of the Special Measurement Items under the Contract. For rounding purposes, entries of five-hundredths of a cent (\$0.0005) or more will be rounded up to the next highest tenth of a cent, while entries less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent.

2.17 Consideration of Contractor's Qualifications

The following Section is added:

In reviewing Bids received, the Mobility Authority will check references prior to award. Any negative responses received will be evaluated and may result in disqualification of the Bid.

## **SPECIAL PROVISION**

### **ITEM 3**

#### **AWARD AND EXECUTION OF CONTRACT**

For this project, Item 3, “Award and Execution of Contract,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

##### 3.1 Award of Contract

###### **A. Award**

The first sentence of the first paragraph under this Section is deleted, and replaced by the following:

The Mobility Authority will award the Contract to the lowest responsive and responsible Bidder as determined by Article 2.14, “Tabulation of Bids”, for the Landscape Maintenance Contract.

## **SPECIAL PROVISION**

### **ITEM 4**

#### **SCOPE OF WORK**

For this project, Item 4, "Scope of Work," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

#### 4.2 Changes in the Work

The last two paragraphs are deleted in their entirety and replaced by the following:

Alteration of quantities shall be addressed as follows:

1. Major items: There are no major items under this Contract.
2. Minor items: All items under this Contract are considered minor items. No adjustment of Contract unit prices will be made for overruns or underruns of the original Contract quantities, regardless of the extent of such overruns or underruns.

#### 4.4 Requests or Claims for Additional Compensation

#### **B. Dispute or Claims Procedure**

This Subsection is supplemented with the following:

- (1) Additional Compensation. At the time of occurrence or prior to beginning the work the Contractor shall furnish the Mobility Authority's Construction/Maintenance Manager, in writing, an itemized list of materials, equipment, and labor for which additional compensation will be claimed. The Contractor shall afford the Construction/Maintenance Manager every facility for keeping an actual cost record of the work. The Contractor and the Construction/Maintenance Manager shall compare records and bring them into agreement at the end of each day. Failure on the part of the Contractor to afford the Construction/Maintenance Manager proper facilities for keeping a record of actual costs will constitute a conclusive waiver of a claim for such extra compensation except to the extent that it is substantiated by the Mobility Authority's records. The filing of such notice by the Contractor and the keeping of cost records by the Construction/Maintenance Manager shall in no way establish the validity of a claim. Failure to submit such written itemized list shall be a conclusive waiver of such claim for additional compensation. Mere oral notice or statement will not be sufficient, nor will notice or statement after the fact.
- (2) Verification. If the Contractor's claim contains data furnished by the Contractor that cannot be verified by the Mobility Authority's records, the data shall be subject to complete audit

by the Mobility Authority or its authorized representative if they are to be used as a basis for claim settlement.

- (3) Claims Procedure. Upon completion of the Contract, the Contractor may, within 60 days from expiration of the period for review of the Final Estimate by the Contractor as provided in Section 9.8, submit to the Mobility Authority a written claim (original plus three legible copies) for such amount as the Contractor deems it is entitled to under the said Contract setting forth the facts upon which said claim is based and including all pertinent data and correspondence which may substantiate the claim, provided that written notice of intention to file such claim shall have been given to the Mobility Authority at the time of occurrence or beginning of the work upon which claim and subsequent action is based. Failure of the Contractor to furnish any of the items required as prerequisite to the issuance of final payment shall not extend the time period in which the Contractor may submit a claim under this or any other section of the Contract. If the claim is not disposed of by agreement, then within 90 days from receipt of said claim, the Mobility Authority will make an investigation and notify the Contractor by registered or certified mail, return receipt requested, of its decision; however, the Mobility Authority and Contractor may, by mutual agreement, extend such 90-day period for another 30 days. The decision of the Executive Director of the Mobility Authority shall be final, and failure of the Contractor to comply with the provisions of this section shall constitute a conclusive waiver of any such claim hereunder.

#### 4.6 Final Cleanup

Add the following after the first sentence of the second paragraph:

All damaged and unsalvageable materials removed by the Contractor as specified therein, shall become the property of the Contractor, except as may be otherwise specifically required, and shall be legally disposed of by the Contractor away from the Mobility Authority's right-of-way.

**SPECIAL PROVISION**

**ITEM 5**

**CONTROL OF THE WORK**

For this project, Item 5, “Control of Work,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

5.5 Cooperation of Contractor

At the end of the first paragraph, add the following:

The Contractor shall obtain at the Contractor’s expense all necessary copies of the Texas Department of Transportation (TxDOT) Standard Specifications and Standard Drawings from the TxDOT.

## **SPECIAL PROVISION**

### **ITEM 6**

#### **CONTROL OF MATERIALS**

For this project, Item 6, "Control of Materials," of the Standard Specifications is amended hereby with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

##### 6.7 Department-furnished Materials

This Section is supplemented by the following:

Any materials supplied by the Mobility Authority that are damaged as a result of improper handling or storage by the Contractor shall be replaced in kind by the Contractor at no cost to the Mobility Authority. Invoices for the replacement of materials delivered to the site shall show actual prices for such materials.

## **SPECIAL PROVISION**

### **ITEM 7**

#### **LEGAL RELATIONS AND RESPONSIBILITIES**

For this project, Item 7, "Legal Relations and Responsibilities," of the Standard Specifications is amended hereby with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

##### 7.4 Insurance and Bonds

The first sentence is deleted and replaced by the following:

Provide the Mobility Authority with Certificates of Insurance verifying the types and amounts of coverage shown in Table 1. Satisfactory evidence, in triplicate, of all required insurance coverage, including special endorsements and listing the Mobility Authority as Additional Insured, shall be forwarded to the Mobility Authority for approval within fourteen (14) Calendar Days after the date of written Notice of Award of the Contract. All insurance coverage must be approved by the Mobility Authority before the Contract will be executed by the Mobility Authority.

The last paragraph is deleted in its entirety and replaced with the following:

The cost of bonds and insurance will be paid 1 year at a time. The cost for bonds and insurance shall be paid per Special Provision 500-RMA01.

Add the following:

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Texas. All insurance must be obtained before any work is commenced and kept in effect until its completion.

The Mobility Authority's approval of insurance furnished by the Contractor, or its failure to disapprove such insurance shall not relieve the Contractor of full responsibility for liability, damages and accidents as set forth elsewhere herein.

All policies required above shall include an endorsement requiring thirty (30) days prior written notice to the Mobility Authority before any change or cancellation is made effective.



All policies required shall be maintained until completion and Final Acceptance of all work under this Contract.

Except as noted below, the consent to sublet any part of the work, or obtain supplies, shall not be construed to be an approval of the said subcontract, supply contract or any of its terms, but shall operate only as an approval of the making of a subcontract or supply contract between the Contractor and Subcontractor or Supplier. The Contractor agrees, as a condition of entering into a subcontract on the project, that the Subcontractor shall make no claim whatsoever against the Mobility Authority, the Construction/Maintenance Manager, or any of their officers, servants, agents or employees for any work performed or thing done by reason of said subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and Subcontractor unless the proposed Subcontractor furnishes a statement to the effect that said Subcontractor is acquainted with all provisions of the Contract and agrees thereto.

Sublet work shall not begin until approval thereof has been secured from the Construction/Maintenance Manager. It is understood, however, that any consent by the Construction/Maintenance Manager for the subletting of any of the work under the Contract in no way relieves the Contractor from the Contractor's full obligations under the Contract. The Contractor shall be responsible for all acts of omissions of any Subcontractor or Supplier.

#### 7.8. Hauling and Loads on Roadways and Structures

This section is supplemented by the following:

**D. Stockpiling of Materials.** Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review by the Construction/Maintenance Manager. Permission may be granted if the Construction/Maintenance Manager finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

#### 7.12 Responsibility for Damage Claims

Delete the first line of the first paragraph and substitute:

**“THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY, THE ENGINEER AND ITS AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS AND FROM ALL LIABILITY AND DAMAGES FOR ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY DUE TO THE CONTRACTOR'S NEGLIGENCE IN THE PERFORMANCE OF THE WORK AND FROM ANY CLAIMS ARISING OR AMOUNTS RECOVERED UNDER ANY LAWS, INCLUDING WORKERS' COMPENSATION AND THE TEXAS TORT CLAIMS ACT.”**

#### 7.19. Preservation of Cultural and Natural Resources and the Environment.

This section is supplemented by the following:

##### **G. Migratory Birds**

The Contractor's attention is directed to the fact that there is the possibility that migratory birds may be nesting within the project limits. Migratory bird nesting activity can be concentrated on roadway structures such as bridges and culverts. Remove all old migratory bird nests from any structures between September 1 and January 31, and while the nests are not occupied or being used by migratory birds. In addition, be prepared to prevent migratory birds from re-nesting between February 1 and August 31.

All methods used for the removal of old bird nests and the prevention of re-nesting must be approved by the Construction/Maintenance Manager, well in advance of the planned use.

In the event that any active nest of a migratory bird species is encountered on-site during project construction, all construction activity, within the immediate vicinity of the nest, will cease immediately. Contact the Construction/Maintenance Manager to determine how to proceed.

## SPECIAL PROVISION

### ITEM 8

#### PROSECUTION AND PROGRESS

For this project, Item 8, "Prosecution and Progress," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

##### 8.2 Progress Schedules

Section 8.2.A, Routine Maintenance Contracts, is supplemented by the following:

Contractor shall meet with the Construction/Maintenance Manager once every three (3) months to develop and submit a quarterly schedule of work showing the upcoming activities for review and approval by the Construction/Maintenance Manager. Work will not begin until the schedule of work is approved in writing. The approved schedule shall become the baseline and shall be updated and submitted to the Construction/Maintenance Manager quarterly. The schedule shall be provided in electronic format acceptable to the Construction/Maintenance Manager.

The Contractor's Project Manager shall participate in a monthly walk-through with the Construction/Maintenance Manager within the first ten (10) days of each month as requested. This item is considered subsidiary to Item 1007, "Landscape Maintenance."

**Work Schedule.** The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.

##### 8.3 Computation of Contract Time for Completion

Delete the first line of the first paragraph and substitute:

Working day charges will begin 15 calendar days (0 calendar days for maintenance Contracts) after the date of the written authorization to begin work.

##### 8.5 Failure to Complete Work on Time

This section is supplemented by the following:

Contractor Non-Performance. If, in the opinion of the Mobility Authority, the Contractor is not meeting the performance standards as shown in this Contract or is not performing work

according to this Contract, the Mobility Authority shall notify the Contractor in writing of non-performance. The Contractor shall have five (5) calendar days to address the non-performance or the Mobility Authority may deduct from the next payment due.

Deductions, representing the estimated cost of administration, engineering, supervision, inspection and other expenses, will be charged against the Contractor and will result in a ten percent (10%) deduction in the next payment due to the Contractor for each Item of non-performance not met.

Contractor Non-Compliance of Work Method. If, in the opinion of the Mobility Authority, the Contractor is not meeting the work method standards as shown in Section 1007.3, or is not completing work according to this Contract, the Mobility Authority shall notify the Contractor of non-compliance in writing.

Failure to complete work as defined in the Work Method within five (5) days and after notification by the Mobility Authority will result in a ten percent (10%) deduction per day from the next payment due to the Contractor for each Item not met.

## **SPECIAL PROVISION**

### **ITEM 9**

#### **MEASUREMENT AND PAYMENT**

For this project, Item 9, "Measurement and Payment," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

##### 9.3 Scope of Payment

The first sentence is deleted and replaced by the following:

Payment of the Contract unit price is full compensation for all materials, equipment, labor, tools, roadway tolls, and supplies necessary to complete the Item of work under the Contract.

##### 9.5. Force Account.

- A. Labor. Delete the last sentence of the paragraph.
- C. Materials. Delete this section in its entirety and substitute the following:

Compensation will be made for materials associated with the work based on actual delivered invoice costs. All materials required for the repair or replacement will be reimbursed directly to the Contractor at cost.

- D. Equipment. The last sentence of the first paragraph under this section is deleted.

##### 9.6 Progress Payments

Delete the first paragraph in its entirety and substitute the following:

Payments will be made once each month covering work performed and materials complete-in-place in accordance with the Contract. The Contractor shall submit the invoice to the Mobility Authority within the first ten (10) calendar days of the month for work completed in the previous month. The invoice form to be submitted each month will be provided to the Contractor in Microsoft Excel format. The Contractor must be able to use Microsoft Excel to complete the invoice form. Payments will be made on the value of work performed based on approximate estimates prepared by the Contractor, provided, however, that no estimate shall be certified or payment made where the net amount receivable by the Contractor is less than five hundred dollars (\$500.00). Estimates less than this amount will be combined with the following months invoice.

The Construction/Maintenance Manager and Mobility Authority staff will review the payment estimate to verify the quantities of completed and accepted work prior to each payment.

Total Contract value shall be considered to mean the original amount of the Contract, except when the Contract is increased or decreased by a supplemental agreement in which case the adjusted total shall be used.

The Mobility Authority reserves the right to withhold the payment of any partial or final estimate invoice or any sum or sums thereof from such invoices in the event of the failure of the Contractor to promptly make payment to all persons supplying equipment, tools or materials, or for any labor used by the Contractor in the prosecution of the work provided for in the Contract, and for any other cause as determined by the Mobility Authority in its sole discretion, including overpayment on previous partial payments.

## **SPECIAL PROVISION**

### **ITEM 168**

#### **VEGETATIVE WATERING**

For this Contract, Item 164, of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 168.3. Construction.** This section is supplemented by the following:

All new/existing designated landscape planting and landscape planting beds, and specific locations as identified by the Mobility Authority or as directed by the Construction/Maintenance Manager shall be maintained to ensure healthy prolific plant material. Primary target areas include new plantings along 183A north of FM 1431.

The Contractor is responsible for furnishing and placing water as directed by the Construction/Maintenance Manager to ensure healthy plantings.

Water shall be obtained by the Contractor, hauled, and vegetative watering accomplished by approved mechanical means.

## SPECIAL PROVISION

### ITEM 169

#### SOIL RETENTION BLANKET

For this project, Item **Error! Reference source not found.**, “Soil Retention Blankets,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 169.2 Materials.** The first sentence is voided and replaced by the following:

Provide only SRB that meet the requirements of DMS-6370 and are on the Approved Products List, “Erosion Control Approved Products.”

**Article 169.2. Materials, Section B. Class 2 – Flexible Channel Liners** is voided and replaced with the following:

1. **Type E.** Biodegradable materials with shear stress less than 2.0 lbs. per square foot,
2. **Type F.** Biodegradable materials with shear stress less than 4.0 lbs. per square foot,
3. **Type G.** Non-biodegradable materials with shear stress less than 6.0 lbs. per square foot,
4. **Type H.** Non-biodegradable materials with shear stress less than 8.0 lbs. per square foot.

**Article 169.3. Construction** is voided and replaced by the following:

Provide a copy of the manufacturer’s installation instructions to the Engineer prior to placement of the material. Place the SRB within 24 hr. after the seeding or sodding operation, or when directed. Installation and anchorage of the SRB shall be in strict accordance with the recommendations contained within the manufacturer’s published literature. Installation includes the repair of ruts, reseeding or resodding, and the removal of rocks, clods, and other foreign materials which may prevent contact of the blanket with the soil.



## **SPECIAL PROVISION**

### **ITEM 500-RMA01**

#### **MOBILIZATION**

For this project, Item 500, "Mobilization," of the Standard Specifications, is hereby voided and replaced with the following:

**500.1. Description.** Obtain bonds and insurance required for the project.

**500.2. Measurement.** This item will be measured by the lump sum on a per year basis.

**500.3. Payment.** Payment will only be made for the Contractor's actual cost of the performance bond and required insurance. Payment will be made upon presentation of a paid invoice for such performance bond and required insurance.

## **SPECIAL PROVISION**

### **ITEM 730**

#### **ROADSIDE MOWING**

For this Contract, Item 730, "Roadside Mowing", of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**730.3. Work Methods.** Paragraph B is deleted and replaced by the following:

**B. Mowing Types.**

1. Strip Mowing (performed in conjunction with Bid Item 1007)
  - Mow a minimum five (5) foot strip of vegetation along edge of the planting beds and roadside plants.
  - Mow around appurtenances within the strip width.

**730.4. Measurement.** Paragraph is deleted and replaced by the following:

"Strip Mowing" will be measured as a component to the various Bid Item 1007 cycles.

**730.5. Payment.** Paragraph is deleted and replaced by the following:

The work performed and materials furnished in accordance with "Strip Mowing" are considered subsidiary to Item 1007.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

SPECIAL SPECIFICATIONS

To

TEXAS DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF  
HIGHWAYS, STREETS, AND BRIDGES  
2004

FOR

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

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## SPECIAL SPECIFICATION

### ITEM 1007

#### LANDSCAPE MAINTENANCE

**1007.1 Description.** Perform landscape maintenance, including mowing, trimming, edging, fertilizing, weeding, and litter pickup, in the designated landscape areas within the designated limits of the 183A Toll Road and Manor Expressway Corridors as indicated in the designated cycle or on-call item per the Construction/Maintenance Manager's request.

The following requirements are intended to describe the minimum expectations that the Mobility Authority deems necessary to result in healthy and vigorous plant growth for this region of Texas. All areas will be inspected by the Mobility Authority after the Contractor notifies the Construction/Maintenance Manager that a cycle is complete. If the minimum maintenance expectation activities do not result in a healthy, vigorous and/or acceptable plant growth, the Contractor is required to implement additional maintenance activities to bring the planting beds into compliance.

**1007.2 Materials.** Furnish materials in accordance with Section 192.2 "Materials" unless otherwise specified.

#### **1007.3 Work Methods.**

**A. Plant Bed Maintenance.** The Contractor is responsible for all landscape plant materials (group plantings) within landscape planting beds in the designated areas along the 183A Toll Road and Manor Expressway right-of-way to ensure healthy and vigorous plant growth. All landscape plants and landscape beds within the designated project limits will be inspected by the Mobility Authority. All deficiencies discovered shall be repaired by the Contractor within seven (7) calendar days of notification by the Mobility Authority.

The Contractor will perform the following tasks in the designated areas shown within the designated 183A Toll Road and Manor Expressway Project Limits of Work:

1. Mulching and Reshaping of Plant Beds. Any area of bare soil within planting beds or tree rings shall have mulch added. Mulch shall be maintained at a settled depth of three inches (3"). Replacement mulch shall be shredded hardwood mulch. All landscape beds shall be mulched every late March and September.

As requested by the Mobility Authority, the Contractor will inspect aggregate areas. Aggregate outside of identified boundaries shall be returned. Where aggregate areas are thin or bare, additional gravel/stone that matches the area shall be added.

2. Mowing. The provisions of Item 730 shall govern.

3. Pruning. Pruning shall be defined as arboriculture within this article. *All tree care shall be supervised by an ISA Certified Arborist.*

Trees shall be pruned once each year in accordance with accepted pruning practices as set forth by the National Arborist Association in Pruning Standards for Shade Trees. Pruning shall be "Class II" pruning and shall be completed in such a manner that the original symmetry of the particular tree species is maintained and promoted. On an as-needed basis, trees shall be pruned to ensure they do not interfere with vehicles or sight distance, or inhibit the visibility of signs, as required to meet applicable TXDOT standards or as otherwise required by the Mobility Authority.

The Contractor shall inspect all tree plantings for any disease or insect infestations and shall notify the Mobility Authority's Construction/Maintenance Manager immediately upon discovery.

4. Litter Pickup. Remove and dispose of litter from the landscape bed areas. Litter includes matter not part of the highway facility, such as trash, garbage, scrap metals, paper, wood, plastic, glass products, animal remains, rubber products, household appliances, and large bulky items.
5. Fertilizer Application. Perform fertilization in all landscaped beds detailed in exhibits. Turf fertilization is to occur only at the FOB. For tree and shrub fertilizer, all fertilizers shall be commercially produced and submitted for approval prior to application. Applications logs are required. Fertilizer application shall be applied no more than twice per year (it is anticipated to take place in late March and September). The application for shrubs shall be a solid fertilizer with an N-P-K ratio of 10-10-10 at a rate of 5 pounds per 1000 square feet, 50% of which must be in slow release form. Trees shall receive ½ pound of the same fertilizer evenly spread over a diameter of 10' surrounding the tree trunk.

Ornamental grasses shall not require fertilizer within the duration of this Contract. Equipment for fertilizer application shall be properly calibrated and thoroughly cleansed between each use.

6. Herbicide/Pesticide Treatment. All herbicide treatments for designated landscape planter beds and landscape areas shall be supervised by a licensed TDA Pesticide Applicator. All herbicide activities shall be recorded and maintained on file and submitted to the Mobility Authority upon request. The records shall contain dates of application, application rates, mixing rates, manufacturer's labels, etc.

Planting beds shall be kept clean of all vegetation not identified for that area by the Construction/Maintenance Manager. Separation lines between vegetation types shall be maintained by removing plants that have re-seeded themselves over plant boundaries. For example, Little Bluestem seedlings found growing in a Flame Grass planting bed shall be removed.

Herbicides may be used to assist the Contractor in weed eradication under the following specific conditions: 1) the proposed plan of application has been approved by the Mobility Authority's Construction/Maintenance Manager; 2) the herbicide does no damage to desirable vegetation; and 3) noticeable dead vegetation is removed within seven (7) calendar days following an effective application.

The Contractor may use a pre-emergent in bed areas. Equipment for herbicide application shall be properly calibrated and thoroughly cleaned between each use.

Herbicides should not be applied when rainfall is imminent or in windy conditions. Precautions shall be taken to avoid contact with unprotected persons.

The TxDOT Roadside Vegetation Maintenance Manual should be referenced for additional herbicide application guidance.

Herbicide/Pesticide Treatment will not be paid directly and will be considered subsidiary to Items 1007-001 and 1007-002.

7. Irrigation System Operation and Inspection (Manor Expressway only). *All irrigation maintenance shall be supervised by a Licensed Irrigator.* The existing irrigation system will consist of an automated below ground drip/spray-type system. The Contractor shall inspect each zone of the system as part of the Plant Bed Maintenance cycle for the duration of the maintenance Contract. The Contractor shall notify the Mobility Authority immediately of any malfunctioning zone or part upon discovery.

The Contractor shall provide the Mobility Authority a designated 24-hour contact for repairs deemed to be urgent in nature. Upon verbal notification by the Construction/Maintenance Manager, the Contractor shall dispatch personnel for immediate repair, regardless of the hour or date of the year.

8. Work Schedule. The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.

9. Monthly Walk-through. The Contractor's Project Manager shall participate in a monthly walk-through with the Mobility Authority's Construction/Maintenance Manager within the first ten (10) days of each month as requested.

**B. Roadway Planting Maintenance.** The Contractor is responsible for all individually planted materials (shade trees, ornamental trees and large shrubs) in the designated areas along the 183A Toll Road and Manor Expressway right-of-way to ensure healthy and vigorous plant growth. All individual plants within the designated project limits will be inspected by the

Mobility Authority. All deficiencies discovered shall be repaired by the Contractor within seven (7) calendar days of notification by the Mobility Authority.

1. Mulching and Reshaping of Plant Tree or Shrub Rings. Any area of bare soil within tree and large shrub rings shall have mulch added. Mulch shall be maintained at a settled depth of three inches (3"). Replacement mulch shall be shredded hardwood mulch. Any trees and large shrubs located in turf grass area will be mulched within the tree ring every late March and September.
2. Mowing. The provisions of Item 730 shall govern.
3. Pruning. Pruning shall be defined as arboriculture within this article. *All tree care shall be supervised by an ISA Certified Arborist.*

Trees shall be pruned once each year in accordance with accepted pruning practices as set forth by the National Arborist Association in Pruning Standards for Shade Trees. Pruning shall be "Class II" pruning and shall be completed in such a manner that the original symmetry of the particular tree species is maintained and promoted. On an as-needed basis, trees shall be pruned to ensure they do not interfere with vehicles or sight distance, or inhibit the visibility of signs, as required to meet applicable TXDOT standards or as otherwise required by the Mobility Authority.

The Contractor shall inspect all tree plantings for any disease or insect infestations and shall notify the Mobility Authority's Construction/Maintenance Manager immediately upon discovery.

4. Litter Pickup. Remove and dispose of litter from the landscape bed areas. Litter includes matter not part of the highway facility, such as trash, garbage, scrap metals, paper, wood, plastic, glass products, animal remains, rubber products, household appliances, and large bulky items.
5. Fertilizer Application. Perform fertilization of all individually planted trees and large shrubs as detailed in exhibits. Turf fertilization is to occur only at the FOB. For tree and shrub fertilizer, all fertilizers shall be commercially produced and submitted for approval prior to application. Applications logs are required. Fertilizer application shall be applied no more than twice per year (it is anticipated to take place in late March and September). The application for shrubs shall be a solid fertilizer with an N-P-K ratio of 10-10-10 at a rate of 5 pounds per 1000 square feet, 50% of which must be in slow release form. Trees shall receive ½ pound of the same fertilizer evenly spread over a diameter of 10' surrounding the tree trunk.

Ornamental grasses shall not require fertilizer within the duration of this Contract. Equipment for fertilizer application shall be properly calibrated and thoroughly cleansed between each use.

6. Herbicide/Pesticide Treatment. All herbicide treatments for designated landscape planter beds and landscape areas shall be supervised by a licensed TDA Pesticide Applicator. All herbicide activities shall be recorded and maintained on file and submitted to the Mobility Authority upon request. The records shall contain dates of application, application rates, mixing rates, manufacturer's labels, etc.

Planting beds shall be kept clean of all vegetation not identified for that area by the Construction/Maintenance Manager. Separation lines between vegetation types shall be maintained by removing plants that have re-seeded themselves over plant boundaries. For example, Little Bluestem seedlings found growing in a Flame Grass planting bed shall be removed.

Herbicides may be used to assist the Contractor in weed eradication under the following specific conditions: 1) the proposed plan of application has been approved by the Mobility Authority's Construction/Maintenance Manager; 2) the herbicide does no damage to desirable vegetation; and 3) noticeable dead vegetation is removed within seven (7) calendar days following an effective application.

The Contractor may use a pre-emergent in bed areas. Equipment for herbicide application shall be properly calibrated and thoroughly cleaned between each use.

Herbicides should not be applied when rainfall is imminent or in windy conditions. Precautions shall be taken to avoid contact with unprotected persons.

The TxDOT Roadside Vegetation Maintenance Manual should be referenced for additional herbicide application guidance.

Herbicide/Pesticide Treatment will not be paid directly and will be considered subsidiary to Items 1007-003 and 1007-004.

7. Work Schedule. The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.

8. Monthly Walk-through. The Contractor's Project Manager shall participate in a monthly walk-through with the Mobility Authority's Construction/Maintenance Manager within the first ten (10) days of each month as requested.



**C. 183A Field Operations Building (FOB).** The Contractor will maintain the FOB grounds by performing mowing, trimming and edging, plant maintenance, and other activities. The Contractor shall perform all of these tasks that constitute “183A Field Operations Building (FOB) by the cycle as shown in the plans. Landscape maintenance for the FOB includes the following:

1. FOB Plant Maintenance. The Contractor is responsible for all landscape plant materials (group plantings) within landscape beds and individually planted materials in the designated areas located at the FOB to ensure healthy and vigorous plant growth. All landscape plants and landscape beds within the designated project limits will be inspected by the Mobility Authority.

All landscape plants and landscape beds on the FOB grounds will be inspected weekly by the Mobility Authority. All deficiencies discovered shall be repaired within seven (7) days of notification by the Mobility Authority. Replacement plant material shall be identical in species to those removed and shall be of similar size to adjacent material of the same species. In the event that a suitable type and size of plant material cannot be found, the Contractor shall make a recommendation of the type and size of the plant material to be replaced.

2. Mulching and Reshaping of Planting Beds and Tree/Shrub Rings. Any area of bare soil within planting beds, tree rings and large shrub rings shall have mulch added. Mulch shall be maintained at a settled depth of three inches (3”). Replacement mulch shall be shredded hardwood mulch. Any trees and large shrubs located in turf grass area will be mulched within the tree ring every late March and September.
3. Mowing, Trimming, and Edging. The turf at the FOB shall be maintained to ensure a solid, healthy Bermuda grass stand, free of weeds and undesirable grasses. Turf density shall be maintained at all times to prevent washouts and/or erosion. The Contractor shall make every effort to eliminate all broadleaf weeds and undesirable grasses in order to ensure a solid, healthy grass stand. Turf areas will be inspected after each cycle is complete by the Mobility Authority. The Contractor shall repair all deficiencies discovered prior to the next inspection. In all turf area at the FOB, the height of turf shall be kept between two inches (2”) and three inches (3”) at all times. All litter shall be removed from the area prior to the commencement of mowing.

Grass clippings are not permitted on parking lots, sidewalks, trails, riprap, curbs, etc. and shall be removed and disposed of away from the Mobility Authority right-of-way. The Contractor shall not allow grass clippings to enter any drainage inlets. Excessive grass clippings remaining on the turf areas shall be removed either by raking or additional mowing to mulch the grass clippings. No visible grass clumps or clippings shall be visible from the street. Turf grass shall be trimmed around all fixed objects (such as signs, ornamental steel fence, wooden fences, and retaining walls, etc.) at each turf grass mowing cycle. Trimmed areas shall be of identical finished height of adjoining mowed turf height. Trimming shall be accomplished within 24 hours of turf mowing in the designated areas.

Turf grass edging along mow curbs, vehicular curbs, sidewalks, trails, drainage flumes, drain inlet boxes, electrical boxes and irrigation boxes shall be performed every cycle. Any vegetation in pavement joints shall be killed and removed within ten (10) days of discovery. Turf shall not be allowed to encroach along walls, sidewalks, islands, riprap or curbs and will be killed and removed.

Only rotary mowers are allowed for turf grass and strip mowing. Mower blades shall be maintained in such a manner that grass cuts are clean and sharp. No mowing equipment exceeding 2,000 pounds is allowed. Turf trimming shall be accomplished with nylon line trimmers. Steel blade rotary edges may be utilized along mow curbs, pavement edges, and sidewalks.

Mowing shall not be performed within ten (10) calendar days following an application of herbicide or when soil and turf conditions are wet to the point that turf damage or ruts will occur.

Mowing will not be paid directly and will be considered subsidiary to Item 1007-005.

4. Pruning. Pruning shall be defined as arboriculture within this article. *All tree care shall be supervised by an ISA Certified Arborist.*

Trees shall be pruned once each year in accordance with accepted pruning practices as set forth by the National Arborist Association in Pruning Standards for Shade Trees. Pruning shall be "Class II" pruning and shall be completed in such a manner that the original symmetry of the particular tree species is maintained and promoted. On an as-needed basis, trees shall be pruned to ensure they do not interfere with vehicles or sight distance, or inhibit the visibility of signs, as required to meet applicable TXDOT standards or as otherwise required by the Mobility Authority.

The Contractor shall inspect all tree plantings for any disease or insect infestations and shall notify the Mobility Authority's Construction/Maintenance Manager immediately upon discovery.

5. Litter Pickup. Remove and dispose of litter from the landscape bed areas. Litter includes matter not part of the highway facility, such as trash, garbage, scrap metals, paper, wood, plastic, glass products, animal remains, rubber products, household appliances, and large bulky items.
6. Fertilizer Application. Perform fertilization in all landscaped beds and tree areas detailed in exhibits. Turf fertilization is to occur only at the FOB. For tree and shrub fertilizer, all fertilizers shall be commercially produced and submitted for approval prior to application. Applications logs are required. Fertilizer application shall be applied no more than twice per year (it is anticipated to take place in late March and September). The application for shrubs shall be a solid fertilizer with an N-P-K ratio of 10-10-10 at a rate of 5 pounds per 1000 square feet, 50% of which must be in slow release form. Trees

shall receive ½ pound of the same fertilizer evenly spread over a diameter of 10' surrounding the tree trunk.

Ornamental grasses shall not require fertilizer within the duration of this Contract. Equipment for fertilizer application shall be properly calibrated and thoroughly cleansed between each use.

7. Herbicide/Pesticide Treatment. All herbicide treatments for designated landscape planter beds and landscape areas shall be supervised by a licensed TDA Pesticide Applicator. All herbicide activities shall be recorded and maintained on file and submitted to the Mobility Authority upon request. The records shall contain dates of application, application rates, mixing rates, manufacturer's labels, etc.

Planting beds shall be kept clean of all vegetation not identified for that area by the Construction/Maintenance Manager. Separation lines between vegetation types shall be maintained by removing plants that have re-seeded themselves over plant boundaries. For example, Little Bluestem seedlings found growing in a Flame Grass planting bed shall be removed.

Herbicides may be used to assist the Contractor in weed eradication under the following specific conditions: 1) the proposed plan of application has been approved by the Mobility Authority's Construction/Maintenance Manager; 2) the herbicide does no damage to desirable vegetation; and 3) noticeable dead vegetation is removed within seven (7) calendar days following an effective application.

The Contractor may use a pre-emergent in bed areas. Equipment for herbicide application shall be properly calibrated and thoroughly cleaned between each use.

Herbicides should not be applied when rainfall is imminent or in windy conditions. Precautions shall be taken to avoid contact with unprotected persons.

The TxDOT Roadside Vegetation Maintenance Manual should be referenced for additional herbicide application guidance.

Herbicide/Pesticide Treatment will not be paid directly and will be considered subsidiary to Item 1007-005.

8. Irrigation System Operation and Inspection. *All irrigation maintenance shall be supervised by a Licensed Irrigator.* The existing irrigation system will consist of an automated below ground drip/spray-type system. The Contractor shall inspect each zone of the system as part of the Plant Bed Maintenance cycle for the duration of the maintenance Contract. The Contractor shall notify the Mobility Authority immediately of any malfunctioning zone or part upon discovery.

The Contractor shall provide the Mobility Authority a designated 24-hour contact for repairs deemed to be urgent in nature. Upon verbal notification by the

Construction/Maintenance Manager, the Contractor shall dispatch personnel for immediate repair, regardless of the hour or date of the year.

9. Work Schedule. The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.

10. Monthly Walk-through. The Contractor's Project Manager shall participate in a monthly walk-through with the Mobility Authority's Construction/Maintenance Manager within the first ten (10) days of each month as requested.

**D. 183A Brushy Creek Pedestrian Bridge (Pedestrian Bridge).** The Contractor shall perform all of these tasks that constitute "183A Brushy Creek Pedestrian Bridge (Pedestrian Bridge)" by the cycle as shown in the plans. Landscape maintenance of the Pedestrian Bridge grounds (including the adjacent parking lot) includes the following:

1. Mulching. As requested by the Mobility Authority, the Contractor will inspect aggregate areas. Aggregate outside of identified boundaries shall be returned. Where aggregate areas are thin or bare, additional gravel/stone that matches the area shall be added.
1. Mowing. The sodded areas identified in the plan exhibits shall be maintained to ensure solid, healthy grass stands. Mowing shall include mowing, trimming, edging and blowing of the pedestrian bridge grounds including areas surrounding the parking lot, adjacent inlets (at both ends of parking lot) and within five feet (5') of landscape areas (aggregate mulch) at each mowing cycle. Upon completion of a mowing cycle, finished grass shall have a consistent height of between six inches (6") and eight inches (8"). Edging shall be performed following the completion of mowing. Turf shall not be allowed to encroach along any paved surfaces along the SUP or the landscape areas. Turf maintenance equipment shall not be used when ground is sufficiently wet to produce ruts.

Grass clippings are not permitted on any paved surfaces within the Pedestrian Bridge grounds. The Contractor shall not allow grass clippings to enter any drainage inlets. Excessive grass clippings remaining on the turf areas shall be removed by raking, bagging, or blowing them outside of the limit of work. Clumps of grass shall not be visible from the Pedestrian Bridge grounds.

Only rotary mowers are allowed for turf grass mowing. Mower blades shall be maintained in such a manner that grass cuts are clean and sharp. No mowing equipment exceeding 2000 pounds and/or 48" width mowing deck is allowed. Turf trimming shall be accomplished with nylon line trimmers. Steel blade rotary edges may be utilized along mow curbs, pavement edges, and sidewalks.

Mowing will be included in the Pedestrian Bridge cycle. The work performed and materials furnished in accordance with this Item are considered subsidiary to Item 1007-007.

2. Pruning. Pruning shall be defined as arboriculture within this article. *All tree care shall be supervised by an ISA Certified Arborist.*

Trees shall be pruned once each year in accordance with accepted pruning practices as set forth by the National Arborist Association in Pruning Standards for Shade Trees. Pruning shall be “Class II” pruning and shall be completed in such a manner that the original symmetry of the particular tree species is maintained and promoted. On an as-needed basis, trees shall be pruned to ensure they do not interfere with vehicles or sight distance, or inhibit the visibility of signs, as required to meet applicable TXDOT standards or as otherwise required by the Mobility Authority.

The Contractor shall inspect all tree plantings for any disease or insect infestations and shall notify the Mobility Authority’s Construction/Maintenance Manager immediately upon discovery.

3. Sweeping. Sweeping includes litter pickup. All litter shall be removed from all areas visible from the Pedestrian Bridge grounds. Litter is defined as trash, garbage, scrap metals, wood, rags, paper, plastic, glass, rubber, feces, animal remains, and any other foreign materials that are located in paved and grassy areas.

Excessive soil shall be removed along paved areas such that the path maintains a clean and presentable appearance. The Pedestrian Bridge grounds shall be swept and scrubbed, where necessary, in order to maintain this appearance.

4. Herbicide/Pesticide Treatment. All herbicide treatments for designated landscape areas, primarily aggregate mulch, shall be supervised by a licensed TDA Pesticide Applicator. All herbicide activities shall be recorded and maintained on file and submitted to the Mobility Authority upon request. The records shall contain dates of application, application rates, mixing rates, manufacturer’s labels, etc.

Landscape areas shall be kept clean of all vegetation not identified for that area by the Construction/Maintenance Manager. Separation lines between vegetation types shall be maintained by removing plants that have re-seeded themselves over plant boundaries. For example, Little Bluestem seedlings found growing in a Flame Grass planting bed shall be removed.

Herbicides may be used to assist the Contractor in weed eradication under the following specific conditions: 1) the proposed plan of application has been approved by the Mobility Authority’s Construction/Maintenance Manager; 2) the herbicide does no damage to desirable vegetation; and 3) noticeable dead vegetation is removed within seven (7) calendar days following an effective application.

The Contractor may use a pre-emergent in bed areas. Equipment for herbicide application shall be properly calibrated and thoroughly cleaned between each use.

Herbicides should not be applied when rainfall is imminent or in windy conditions. Precautions shall be taken to avoid contact with unprotected persons.

The TxDOT Roadside Vegetation Maintenance Manual should be referenced for additional herbicide application guidance.

Herbicide/Pesticide Treatment will not be paid directly and will be considered subsidiary to Item 1007-006.

5. Work Schedule. The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.  
The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.
6. Monthly Walk-through. The Contractor's Project Manager shall participate in a monthly walk-through with the Mobility Authority's Construction/Maintenance Manager within the first ten (10) days of each month as requested.

**E. 183A Shared-Use Path (SUP).** The Contractor shall perform all of these tasks that constitute "183A Shared-Use Path (SUP) by the cycle as shown in the plans. Landscape maintenance of the designated limits of work for the 183A Corridor SUP includes the following:

1. Mowing. The turf alongside the 183A Corridor SUP shall be maintained to ensure solid, healthy grass stands. Mowing shall include mowing, trimming, edging and blowing along the SUP. The Contractor will mow and trim all grass within five feet (5') of both edges of the SUP at each mowing cycle. Upon completion of a mowing cycle, finished grass shall have a consistent height of between six inches (6") and eight inches (8"). Edging shall be performed following the completion of mowing. Turf shall not be allowed to encroach along any paved surfaces along the SUP. Turf maintenance equipment shall not be used when ground is sufficiently wet to produce ruts.

Grass clippings are not permitted on any paved surfaces along the SUP. The Contractor shall not allow grass clippings to enter any drainage inlets. Excessive grass clippings remaining on the turf areas shall be removed by raking, bagging, or blowing them outside of the SUP. Clumps of grass shall not be visible from the SUP.

Only rotary mowers are allowed for turf grass mowing. Mower blades shall be maintained in such a manner that grass cuts are clean and sharp. No mowing equipment exceeding 2000 pounds and/or 48" width mowing deck is allowed. Turf trimming shall be accomplished with nylon line trimmers. Steel blade rotary edges may be utilized along mow curbs, pavement edges, and sidewalks.

Mowing will be included in the SUP cycle. The work performed and materials furnished in accordance with this Item are considered subsidiary to Item 1007-007.

2. Sweeping. Sweeping includes litter pickup. All litter shall be removed from all areas visible from the SUP. Litter is defined as trash, garbage, scrap metals, wood, rags, paper, plastic, glass, rubber, feces, animal remains, and any other foreign materials that are located in paved and grassy areas.

Excessive soil shall be removed along paved areas such that the path maintains a clean and presentable appearance. The SUP shall be swept and scrubbed, where necessary, in order to maintain this appearance.

3. Herbicide/Pesticide Treatment. All herbicide treatments shall be supervised by a licensed TDA Pesticide Applicator. All herbicide activities shall be recorded and maintained on file and submitted to the Authority upon request. The records shall contain dates of application, application rates, mixing rates, manufacturer's labels, etc. For herbicide and weed control, spot spraying of areas within the pavement and within 48 inches (48") of both edges of the SUP shall be applied to weeds, foreign grass, leaves and/or other undesirable vegetation at all times.

Herbicides may be used to assist the Contractor in weed eradication under the following specific conditions: 1) the proposed plan of application has been approved by the Authority's Maintenance Supervisor; 2) the herbicide does no damage to desirable vegetation; and 3) noticeable dead vegetation is removed within 3 days following an effective application.

The Contractor may use a pre-emergent. Equipment for herbicide application shall be properly calculated and thoroughly cleaned between each use.

Herbicides should not be applied when rainfall is imminent or in windy conditions. Precautions shall be taken to ensure no contact of herbicides is made with unprotected persons.

The TxDOT Roadside Vegetation Maintenance Manual should be referenced for additional herbicide application guidance.

Herbicide Treatment will be included in the SUP cycle. The work performed and materials furnished in accordance with this Item are considered subsidiary to Item 1007-007.

4. Work Schedule. The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.

5. Monthly Walk-through. The Contractor’s Project Manager shall participate in a monthly walk-through with the Mobility Authority’s Construction/Maintenance Manager within the first ten (10) days of each month as requested.

**1007.4 Measurement.** This Item will be measured as follows:

- A. **Plant Bed Maintenance.** By the cycle.
- B. **Roadway Planting.** By the cycle.
- C. **183A Field Operations Building (FOB).** By the cycle.
- D. **183A Brushy Creek Pedestrian Bridge (Pedestrian Bridge).** By the cycle.
- E. **183A Shared-Use Path (SUP).** By the cycle.

Landscape Maintenance Summary*	
	Cycles per Year
Plant Bed Maintenance for 183A Toll Road (Bid Item 1007-001)	19/yr
Plant Bed Maintenance for Manor Expressway (Bid Item 1007-002)	19/yr
Roadway Planting for 183A Toll Road (Bid Item 1007-003)	19/yr
Roadway Planting for Manor Expressway (Bid Item 1007-004)	19/yr
183A Field Operations Building (Bid Item 1007-005)	21/yr
183A Brushy Creek Pedestrian Bridge (Bid Item 1007-006)	10/yr
183A Shared-Use Path (Bid Item 1007-007)	10/yr

\* This tabulation only reflects an estimate of the anticipated frequencies for the various cycles/landscape maintenance activities that the Contractor may be requested to provide. This summary is being provided **for informational purposes only** to serve as a guide in preparing the bids.

**1007.5. Payment.**

The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit prices bid for “Plant Bed Maintenance”, “Roadway Planting”, “183A Field Operations Building (FOB)”, “183A Brushy Creek Pedestrian Bridge (Pedestrian Bridge)” and “183A Shared-Use Path (SUP)” at locations specified.

The payment for each cycle shall be full compensation for providing all labor, equipment, materials, fuel, tools, roadway tolls and incidentals for the Landscape Maintenance work required during the Contract period.





**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #8 SUMMARY

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Authorize execution of a contract for construction of a right-turn lane from 183A frontage road into Scottsdale Drive.

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Associated Costs:	TBD
Funding Source:	General Funds (The Developer has agreed to pay for all costs associated with the procurement and construction of a right turn lane).
Board Action Required:	Yes

Description of Matter: At last month's Board meeting on February 27, 2013, the Board authorized a development agreement with Pecan Grove - SPVEF, LP for construction of a 12-ft wide right turn lane, approximately 1800-ft in length along the 183A northbound frontage road and associated improvements. Under the development agreement, the Mobility Authority agreed to (i) procure a contractor for the construction of the right turn lane and (ii) provide construction oversight.

The Mobility Authority advertised for bids to construct the project on March 11. Bids are due and will be opened at 11:30 a.m. on Monday, March 25, 2013. The bids will be reviewed by the GEC and legal counsel, and the Executive Director anticipates recommending to the Board that it award the contract to the lowest responsive and responsible bidder. If approved, a notice of award can be issued to the successful bidder, and following submittal and review of the contract bond and insurance documents, the contract will be executed and a notice to proceed can be issued.

Reference documentation: Draft Resolution

Contact for further information: Wesley M. Burford, P.E., Director of Engineering

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

**RESOLUTION NO. 13-\_\_\_**

**AUTHORIZING EXECUTION OF A CONTRACT FOR CONSTRUCTION OF A  
RIGHT-TURN LANE FROM THE 183A FRONTAGE ROAD  
INTO SCOTTSDALE DRIVE.**

WHEREAS, the Mobility Authority has issued an invitation for bids to construct a right-turn lane from the 183A frontage road into Scottsdale Drive, and \_\_\_ bids were received and opened immediately following the March 25, 2013, bid response deadline established by the invitation to bid; and

WHEREAS, after a review and analysis of the bids received by HNTB Corporation, as general engineering consultant for the Mobility Authority, and by Mobility Authority staff, the Executive Director recommends awarding the construction contract to the lowest and responsive bidder, \_\_\_\_\_.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby awards the contract to construct a right-turn lane from the 183A frontage road into Scottsdale Drive to \_\_\_\_\_, for a total amount not to exceed \$ \_\_\_\_\_; and

BE IT FURTHER RESOLVED that the Board authorizes the Executive Director to finalize and execute the contract on the terms and conditions acceptable to the Executive Director and consistent with Mobility Authority procurement policies, the invitation to bid, the bid proposal package received from \_\_\_\_\_, and this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27<sup>th</sup> day of March, 2013.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 13-\_\_\_\_\_  
Date Passed: 3/27/13

**ATTACHMENT "A" TO RESOLUTION 13-**  
**PROPOSED CONTRACT WITH**  
**[on the following 66 pages]**



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #9 SUMMARY

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Authorize execution of a development agreement with Cedar Park Town Center LP and advertising for bids to construct a right-turn lane on the 183A frontage road.

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Associated Costs: TBD

Funding Source: General Funds

Board Action Required: Yes

Description of Matter: In connection with the construction of a new Costco store, Cedar Park Town Center LP (the “Developer”) needs to add a right-turn lane and associated improvements to the southbound 183A frontage road, starting approximately 1,960 feet north of RM 1431 (East Whitestone Boulevard) and continuing south to the intersection with RM 1431.

The Mobility Authority and Developer have agreed on a proposed development agreement by which the Mobility Authority will bid out, manage the construction, and inspect the required work based on agreed-upon project plans. The Developer will escrow the agreed-upon estimated construction costs, plus a 15% contingency reserve and fees the Mobility Authority will incur to oversee and inspect the contractor’s work through its general engineering consultant HNTB Corporation (estimated at 8% of the construction cost). Developer’s escrowed funds establish their maximum cost. Any cost that exceeds the escrowed funds will be paid by the Mobility Authority. Any escrowed funds remaining after completion and acceptance of the improvements will be refunded to the Developer.

Reference documentation: Draft Resolution, with the draft development agreement as an exhibit

Contact for further information: Wesley M. Burford, P.E., Director of Engineering

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

**RESOLUTION NO. 13-\_\_\_**

**AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH CEDAR  
PARK TOWN CENTER LP AND ADVERTISING FOR BIDS TO CONSTRUCT A  
RIGHT-TURN LANE ON THE 183A FRONTAGE ROAD.**

WHEREAS, Cedar Park Town Center LP (the “Developer”) is developing property abutting the southbound 183A frontage road at and near its intersection with RM 1431 (Easst Whitestone Boulevard); and

WHEREAS, to provide safe and sufficient access to the development and travelers on the 183A frontage road, the Developer and the Mobility Authority have negotiated a development agreement to provide a right-turn lane and associated improvements for the southbound 183A frontage road to provide safer access to the property after it is developed for retail uses; and

WHEREAS, the Executive Director recommends approval of the proposed development agreement attached to this resolution as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the proposed development agreement and authorizes the Executive Director to execute the development agreement with Cedar Park Town Center LP in the form or substantially in the form attached to this resolution as Exhibit 1; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to advertise for bids to construct the proposed right-turn lane in accordance with terms of the development agreement and the Mobility Authority’s procurement policies.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27<sup>th</sup> day of March, 2013.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 13-\_\_\_  
Date Passed: 3/27/13

**EXHIBIT 1 TO RESOLUTION NO. 13-**  
**PROPOSED DEVELOPMENT AGREEMENT**

[on the next \_\_\_\_ pages]

## **DEVELOPMENT AGREEMENT**

This Development Agreement (“Agreement”) is effective March \_\_\_\_, 2013, and is between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“Mobility Authority”) and CEDAR PARK TOWN CENTER LP, a Texas limited partnership (“Developer”). The Mobility Authority and Developer may be referred to collectively in this Agreement as the “Parties,” and individually as a “Party.”

WHEREAS, the Mobility Authority recently completed its construction of the 183A Phase II Turnpike Project, from RM 1431 to a point north of the intersection of 183A and Hero Way (“183A”); and

WHEREAS, Developer is the owner of certain real property in the City of Cedar Park, Texas, that abuts the southbound frontage roads for 183A, consisting of Tract 1 (49.12 acres, the “Property”), as more fully described in **Exhibit 1** attached to this Agreement.

WHEREAS, to facilitate traffic management for the benefit of both the public and for the users and occupants of the Property after the Property is developed, Developer has proposed construction of a new frontage road lane and associated improvements in the southbound 183A frontage road abutting and serving the Property, starting at a point located approximately 1,960 feet north of RM 1431, continuing south to the intersection of the southbound 183A frontage road with RM 1431 (the “Roadway Project”), and

WHEREAS, this Agreement establishes the Parties respective obligations with respect to the Roadway Project.

NOW THEREFORE, the Mobility Authority and Developer hereby agree as follows:

### **A. ROADWAY PROJECT**

1. The Roadway Project is further defined as construction of a 12-ft wide frontage road lane, curbed and guttered, together with all required and related construction and drainage improvements, as generally illustrated by **Exhibit 2** to this Agreement.
2. Developer has prepared and provided to the Mobility Authority the design and construction documents required for the Roadway Project, including plans in accordance to TxDOT Standards and Specifications; a Construction Manual that includes all documents, specifications, special provisions, special specifications and general notes required by the Mobility Authority; a Construction Schedule; native CADD files used in the development of the construction documents; an electronic file in PDF format for each document provided under this paragraph; and any other documents identified by the Mobility Authority as necessary to construct the Roadway Project (the “Project Plans”). Based on the Project Plans, Developer has provided the Engineer’s Cost Estimate set forth in **Exhibit 3**. The Mobility Authority has reviewed and approved the Project Plans and the Engineer’s Cost Estimate.

3. No later than five days after the effective date of this Agreement, Developer shall pay the full amount of the Engineer's Cost Estimate established by **Exhibit 3** into an escrow account established in accordance with and subject to the Escrow Agreement attached as **Exhibit 4** to this Agreement (the "Escrow Agreement").
4. The Mobility Authority shall procure and supervise the construction contract for the Roadway Project in accordance with the Mobility Authority's Procurement Policies established by the Mobility Authority Policy Code. The Mobility Authority shall initiate the procurement process required to hire a contractor to build the Roadway Project no later than ten days after:
  - a. the Escrow Agreement has been executed by the Mobility Authority, the Developer, and the escrow agent identified in that agreement (the "Escrow Agent"), and a duly-executed counterpart original of that escrow agreement has been delivered to the Escrow Agent; and
  - b. Developer has deposited funds equal to the Engineer's Cost Estimate with the Escrow Agent to be held in escrow under the Escrow Agreement.
5. Developer shall pay all third party costs incurred by the Mobility Authority for the procurement, construction, and construction oversight of the Roadway Project (the "Actual Cost"), in an amount not to exceed the Engineer's Cost Estimate deposited into escrow. The Mobility Authority may draw upon the funds deposited by Developer into the escrow account in accordance with the terms and conditions of the Escrow Agreement. After completion and acceptance of the Roadway Project by the Mobility Authority and after the Mobility Authority has established and paid the Actual Cost, any funds remaining in the escrow account, including any accrued interest, shall be returned to Developer. The Mobility Authority shall within a reasonable time after a written request by Developer from time to time furnish Developer with an accounting of the Actual Cost.
6. The Mobility Authority shall oversee the construction of the Roadway Project in an effective manner to assure timely and proper completion thereof in accordance with the Project Plans. The Mobility Authority shall require the contractor awarded the Roadway Project not to unreasonably interfere with the contemporaneous development on the Property and the Mobility Authority shall exercise commercially reasonable efforts to enforce such obligation.

## **B. DEFAULT; REMEDIES; TERMINATION**

1. 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 days after receipt of that notice.
2. This Agreement will terminate on the date when all Escrowed Funds have been disbursed in accordance with the terms of the Escrow Agreement, or September 30, 2013, whichever date is earlier.



### C. MISCELLANEOUS PROVISIONS

1. Actions Performable; Venue. The Mobility Authority and the Developer agree that all actions to be performed under this Agreement are performable in Williamson County, Texas. The parties agree that the exclusive venue for any lawsuit arising out of or relating to this Agreement will be in Williamson County, Texas, and waive the right to sue or be sued elsewhere.
2. Governing Law. The Mobility Authority and Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.
3. Complete Agreement; Amendment. This Agreement represents the entire agreement between the parties regarding the Roadway Project and supersedes all oral statements and prior writings relating to this Agreement. This Agreement may not be amended except by an instrument in writing signed by Developer and the Mobility Authority.
4. Exhibits. All exhibits and attachments attached hereto are incorporated herein by this reference.

Exhibit 1	-	Description of the Properties
Exhibit 2	-	Roadway Project Illustration
Exhibit 3	-	Engineer's Cost Estimate
Exhibit 4	-	Escrow Agreement

5. 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 business 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) facsimile transmission on which standard confirmation has been received by the sending Party:

For the Mobility Authority:

Mike Heiligenstein, Executive Director  
Central Texas Regional Mobility Authority  
301 Congress Avenue, Suite 650  
Austin, TX 78701  
(512) 996-9784 (facsimile)

For the Developer:

CEDAR PARK TOWN CENTER LP  
c/o Mr. Michael Ainbinder  
The Ainbinder Company  
2415 W. Alabama, Suite 205  
Houston, Texas 77098  
(713) 892-5656 (facsimile)

6. 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.
7. Assignment. This Agreement may be assigned by the Developer. The Developer must deliver to the Mobility Authority a written acknowledgement from the entity being assigned the Developer's position in this Agreement, acknowledging this Agreement and committing to assume all of the Developer's obligations included in this Agreement. No assignment of this Agreement shall release Developer from its obligations under this Agreement, but rather Developer and its assignee shall be jointly and severally liable for those obligations.
8. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the Mobility Authority and Developer, respectively.

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

By: \_\_\_\_\_  
Mike Heiligenstein, Executive Director

**CEDAR PARK TOWN CENTER LP**

By: Ainbinder Cedar Park, LLC

By: \_\_\_\_\_  
Michael C. Ainbinder  
Chairman, CEO and Manager

## **Exhibit 1 - Description of the Property**

[to be provided]

## **Exhibit 2 - Roadway Project Illustration**

[to be provided]

### **Exhibit 3 - Engineer's Cost Estimate**

[to be provided]

## **Exhibit 4 - Escrow Agreement**

[on the following eight pages]

## **ESCROW AGREEMENT**

This Escrow Agreement (“Escrow Agreement”) is dated March \_\_\_\_, 2013, between CEDAR PARK TOWN CENTER LP, a Texas limited partnership (“Developer”), the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“Mobility Authority”), a Texas political subdivision, and VERITAS TITLE PARTNERS, L.P. (“Veritas”), as the Escrow Agent. Developer, Mobility Authority, and Veritas may be referred to collectively in this Escrow Agreement as the “Parties,” and individually as a “Party.”

### **RECITALS**

**WHEREAS**, Developer and Mobility Authority have entered into a Development Agreement effective March \_\_\_\_, 2013 (the “Development Agreement”) to fund certain roadway and related improvements described in that agreement (the “Roadway Project”);

**WHEREAS**, Developer has agreed in the Development Agreement to place \$\_\_\_\_\_ in an escrow account as a source of funds to be used by Mobility Authority to build the Roadway Project; and

**WHEREAS**, Veritas has agreed to serve as the escrow agent for Developer and Mobility Authority in accordance with the terms and conditions of this Escrow Agreement.

**NOW, THEREFORE**, for Parties agree as follows:

1. **Incorporation of Recitals and Findings.** The Recitals above are a part of this agreement. Capitalized words and phrases that are not defined in this Escrow Agreement have the meaning given in the Development Agreement.
2. **Appointment of Escrow Agent.** Developer and Mobility Authority hereby appoint Veritas to act as escrow agent (“Escrow Agent”) and to act as their agent with respect to the Escrowed Items, and Escrow Agent hereby accepts such appointment. The Escrow Items shall include the Escrow Agreement and the Escrowed Funds as set forth in paragraphs 3 and 4 below.
3. **Deposit of Escrow Agreement with Escrow Agent.** No later than five business days after all Parties have signed this Escrow Agreement, Developer shall deliver one duly-executed counterpart original of this Escrow Agreement to Escrow Agent.
4. **Deposit of Escrowed Funds.** Concurrently with the delivery of the duly-executed counterpart original of this Escrow Agreement to Escrow Agent, Developer shall deposit with Escrow Agent the sum of \$\_\_\_\_\_ (the “Escrowed Funds”). Escrow Agent shall not be responsible for the collection of the Escrowed Funds and may fully rely on Developer to assure the Escrowed Funds are timely deposited.

- (a) Escrow Agent shall keep all the Escrowed Funds in one or more interest-bearing accounts under the name and tax identification number of Developer and insured by the FDIC. Escrow Agent shall not be liable in the event of loss of the Escrowed Funds due to failure of the bank or savings and loan institution.
- (b) Any interest which accrues on the Escrowed Funds shall be paid to the person/entity receiving any amounts remaining in the Escrow at the close of the Escrow, in accordance with the terms of this Escrow Agreement.

5. **Escrow Term.** The Escrow shall close when all of the Escrowed Funds are disbursed in accordance with Sections 6 and 9 below, as applicable.

6. **Disbursement of Escrowed Funds to Mobility Authority.** Escrow Agent is instructed to disburse payments from the Escrowed Funds to the Mobility Authority in accordance with the following procedures:

- (a) Mobility Authority will submit a draw request to Escrow Agent stating and representing as true and correct the payment or payments made by Mobility Authority to outside contractors to provide services relating to bidding and oversight of the construction contract and to pay the contract price for construction of the Roadway Project to the bidder selected for the contract. A true and correct copy of each draw request submitted to the Escrow Agent shall be submitted contemporaneously by Mobility Authority to Developer using the same method of notice Mobility Authority uses under Section 11(c) to submit the draw request to Escrow Agent.
- (b) Within five business days after the date Escrow Agent receives a draw request, Escrow Agent shall disburse the draw amount to Mobility Authority.
- (c) The draw request shall be completed using the form attached as Exhibit 1.
- (d) The Escrow Agent shall pay each completed draw request forwarded by Mobility Authority to Escrow Agent. The draw request shall be paid in the dollar amount actually submitted in writing by Mobility Authority, if sufficient Escrowed Funds are available.

7. **Documentation and Audit of Draw Requests.**

- (a) Mobility Authority shall keep and maintain records to document and support that each individual draw request paid to Mobility Authority has been used only for one or more of the authorized purposes established by Section 6(a) of this Escrow Agreement. Records maintained under this subsection shall be made available for review and copying by Developer upon Developer's written request.
- (b) All of Mobility Authority's expenditures under this Escrow Agreement shall be subject to audit by Developer, at Developer's request and sole expense.



8. **Disbursement of Remaining Escrowed Funds.** Escrow Agent shall disburse to Developer any funds that remain in the Escrow Account no later than ten days after receipt of notice from Mobility Authority to Escrow Agent and to Developer that the Roadway Project has been completed and accepted by Mobility Authority and that all funds eligible for disbursement to Mobility Authority under Section 6(a) have been disbursed to Mobility Authority.

9. **Resignation of Escrow Agent.** Escrow Agent reserves the right to resign hereunder, upon 20 days prior written notice to Mobility Authority and Developer. In the event of said resignation, and prior to the effective date thereof, either (a) Mobility Authority and Developer, by joint written notice to Escrow Agent, shall designate a successor escrow agent to assume the responsibilities of Escrow Agent under this Escrow Agreement, and Escrow Agent shall immediately deliver all of the Escrowed Funds in Escrow Agent's possession to such successor escrow agent, or (b) if Mobility Authority and Developer do not agree on a successor escrow agent, or if they fail to deliver to Escrow Agent such written notice, Escrow Agent shall be entitled to interplead the Escrowed Funds into a court with proper jurisdiction in Williamson County, Texas.

10. **Escrow Fee.** Escrow Agent waives any right to receive a fee in connection with its services under this Escrow Agreement.

11. **Miscellaneous.**

(a) Time is of the essence with respect to each and every provision of this Escrow Agreement and in the performance, occurrence, fulfillment or satisfaction of each and every term and condition of the escrow created hereby.

(b) Escrow Agent shall be entitled to assume that documents and writings that are deposited into escrow or that are received in the course of carrying out its instructions hereunder are genuine and are in fact signed by the person or persons purporting to execute them, and Escrow Agent is entitled to act upon and use such documents and writings, unless and until Escrow Agent has actual knowledge of facts or circumstances that would cause a reasonably prudent person to suspect that they are not genuine. Escrow Agent shall not be responsible or liable for the accuracy, validity or appropriateness of any document or request submitted to it, and may fully rely on such document or request in acting or proceeding in accordance with this Escrow Agreement.

(c) All notices, demands, draw or other requests, and other communications required or permitted hereunder 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 business 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) facsimile or electronic mail transmission (the latter of scanned documents in formats such as .pdf or .tif) for which confirmation of receipt by the other parties has been obtained by the sending Party:

Escrow Agent: Veritas Title Partners. L.P.  
Attn: Sandra Paige  
2415 W. Alabama, Suite 203  
Houston, Texas 77098  
(713) 482-2802  
(713) 482-2840 (facsimile)  
Email: spaige@veritastitlepartners.com

Developer: Cedar Park Town Center LP  
c/o Mr. Michael Ainbinder  
The Ainbinder Company  
2415 W. Alabama, Suite 205  
Houston, Texas 77098  
(713) 892-5600  
(713) 892-5656 (facsimile)  
Email: mca@ainbinder.com

Mobility Authority: Central Texas Regional Mobility Authority  
Attn: Wes Burford, Director of Engineering  
301 Congress Avenue, Suite 650  
Austin, Texas 78701  
(512) 996-9778  
(512) 996-9784 (facsimile)  
Email: wburford@ctrma.org

- (d) Escrow Agent shall not be obligated to determine or resolve conflicting demands or claims to funds, documents or items deposited in escrow or conflicting demands or claims concerning the validity or interpretation of, or performance under, this Escrow Agreement. Until such conflicting demands or claims have been determined, resolved or eliminated by written agreement of the Parties, a valid amendment to this Escrow Agreement or a final order of judgment of the court of competent jurisdiction, Escrow Agent shall be authorized to (i) refrain from carrying out its duties hereunder, and to retain in escrow any funds, documents or items that are the subject of the conflict or that may be dependent on or affected by the resolution of the conflict or (ii) interplead the subject matter of this Escrow into any court of competent jurisdiction and the act of such interpleader shall immediately relieve Escrow Agent of its duties, liabilities and responsibilities hereunder. In that regard, the Parties hereto expressly acknowledge Escrow Agent's right to interplead the Escrowed Items into a court

of competent jurisdiction in Williamson County, Texas, as provided by this Escrow Agreement.

- (e) This Escrow Agreement may be amended only by means of a written amendment signed by all the Parties to this Escrow Agreement. Any purported oral amendment of this Escrow Agreement shall be ineffective and invalid.
- (f) This Escrow Agreement may be executed in counterparts, each of which individually shall be an original and all of which together shall constitute but one and the same document. Any signature page to any counterpart of this Escrow Agreement may be detached from such counterpart without impairing the legal effect of the signature thereon and thereafter attached to another counterpart identical thereto except having to it additional signature pages.
- (g) The captions contained in this Escrow Agreement are for purposes of identification only and shall not be considered in construing this Escrow Agreement.
- (h) This Escrow Agreement shall be governed by and construed in accordance with the laws in the State of Texas. The Parties agree that the exclusive venue for any lawsuit arising out of or relating to this Escrow Agreement will be in Williamson County, Texas, and waive the right to sue or be sued elsewhere.
- (i) This Escrow Agreement shall be binding on the Parties hereto and their respective heirs, executives, administrators, successors and assigns when all Parties have executed and delivered a counterpart hereof.
- (j) Each Party represents that it has full power and authority rightfully to execute and deliver this Escrow Agreement and to perform the actions contemplated hereby.

12. **Conflict with Development Agreement.** In the event of a conflict between any term, provision or condition of the Development Agreement and this Escrow Agreement, the terms, conditions and provisions of the Development Agreement shall govern with respect to Developer and Mobility Authority. Escrow Agent shall be bound by only the terms and stipulations of this Escrow Agreement.

13. **Effective Date.** The Effective Date shall be the date the last of the Parties shown below executes this Escrow Agreement.

14. **Term.** This Escrow Agreement shall terminate when all Escrowed Funds have been disbursed in accordance with the terms hereof. The provisions of Section 7 of this Escrow Agreement shall survive such termination for a period of two years.

Executed to be effective as of the Effective Date.

**MOBILITY AUTHORITY:**

CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY

By: \_\_\_\_\_

Name: Mike Heiligenstein

Title: Executive Director

Date: \_\_\_\_\_

**DEVELOPER:**

CEDAR PARK TOWN CENTER LP

By: Ainbinder Cedar Park, LLC

By: \_\_\_\_\_

Michael C. Ainbinder

Chairman, CEO and Manager

Date: \_\_\_\_\_

**ESCROW AGENT:**

VERITAS TITLE PARTNERS, L.P.

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 2**

**DRAW REQUEST**

Date: \_\_\_\_\_

Veritas Title Partners, L.P.  
Attn: Sandra Paige  
2415 W. Alabama, Suite 203  
Houston, Texas 77098

Re: Escrow Agreement by and between CEDAR PARK TOWN CENTER LP, a Texas limited partnership (“Developer”), the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“Mobility Authority”), a Texas political subdivision, and VERITAS TITLE PARTNERS LP. (“Escrow Agent”)

To Whom It May Concern:

In connection with the above captioned escrow, the undersigned hereby requests disbursement from the captioned escrow as follows:

\$ \_\_\_\_\_ draw request for Payment Period: \_\_\_\_\_, 2013.

\$ \_\_\_\_\_ Amount Remaining in Escrow following Current Draw.

The undersigned certifies that these funds are requested exclusively for the purpose of:

1. Reimbursement of costs paid by the Mobility Authority to HNTB Corporation, its General Engineering Consultant, for services relating to procurement and oversight of the construction contract.
2. Reimbursement of costs paid by the Mobility Authority to \_\_\_\_\_, its \_\_\_\_\_, for services relating to procurement and oversight of the construction contract.
3. Reimbursement of costs paid by the Mobility Authority to \_\_\_\_\_, the general contractor selected by the Mobility Authority, for costs and charges incurred under the contract to construct the Roadway Project.

The undersigned further certifies that:

1. all work described by this draw request has been undertaken in compliance with applicable local, state, and federal laws and regulations; and

2. the Mobility Authority has provided a true and correct copy of this draw request to Developer contemporaneously with submission of this draw request to the Escrow Agent, using the same method of notice it used to give notice of this draw request to Escrow Agent.

True and correct records and documents are available and in the possession of the Mobility Authority to document the expenses included in this draw request.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

cc: CEDAR PARK TOWN CENTER, L.P.  
c/o Mr. Michael Ainbinder  
The Ainbinder Company  
2415 W. Alabama, Suite 205  
Houston, Texas 77098



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #10 SUMMARY

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Report on legislative issues and possible action to revise the Mobility Authority legislative program for the 83<sup>rd</sup> Texas Legislature.

Strategic Plan Relevance: Economic Vitality; Sustainability; Innovation

Department: Law

Associated Costs: None

Funding Source: None

Board Action Required: Yes

Description of Matter:

The 83<sup>rd</sup> Legislature is in session and is considering legislative proposals and issues that affect the Mobility Authority.

This item is to brief the Board on any proposals and issues that may affect the Mobility Authority and the status of the Mobility Authority Legislative Program adopted in October 2012 by the Board in Resolution No. 12-070.

Attached documentation for reference:

None

Contact for further information:

Andy Martin, General Counsel



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #11 SUMMARY

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Accept the monthly financial reports for February 2013.

Department: Finance

Associated Costs: None

Funding Source: None

Board Action Required: YES

Description of Matter:

Presentation and acceptance of the monthly financial reports for February 2013

Attached documentation for reference:

Draft Resolution

Financial Reports for February 2013.

Contact for further information: Bill Chapman, Chief Financial Officer



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

**RESOLUTION NO. 13-\_\_\_**

**ACCEPT THE FINANCIAL REPORTS FOR FEBRUARY 2013.**

WHEREAS, the Central Texas Regional Mobility Authority (“Mobility Authority”) is empowered to procure such goods and services as it deems necessary to assist with its operations and to study and develop potential transportation projects, and is responsible to insure accurate financial records are maintained using sound and acceptable financial practices; and

WHEREAS, close scrutiny of the Mobility Authority’s expenditures for goods and services, including those related to project development, as well as close scrutiny of the Mobility Authority’s financial condition and records is the responsibility of the Board and its designees through procedures the Board may implement from time to time; and

WHEREAS, the Board has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the Mobility Authority’s Chief Financial Officer, to review invoices, approve disbursements, and prepare and maintain accurate financial records and reports; and

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of February 2013, and has caused Financial Reports to be prepared and attached to this resolution as Attachment A.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors accepts the Financial Reports for February 2013, attached as Attachment A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27<sup>th</sup> day of March, 2013.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number: 13-\_\_\_  
Date Passed: 3/27/2013

**Attachment A**

**Financial Reports for February 2013**

**Central Texas Regional Mobility Authority**

**Balance Sheet**

As of

**February 28, 2013**

**February 29, 2012**

**Assets**

**Current Assets**

Cash in Regions Operating Account	420,883		47,989
Cash In TexSTAR	145,791		5,824
Regions Payroll Account	10,782		77,012
<b>Restricted cash/cash equivalents</b>			
Fidelity Government MMA	69,082,470		9,862,808
Restricted Cash-TexStar	33,300,653		49,282,460
Overpayment accounts	39,612		26,727
<b>Total Cash and Cash Equivalents</b>		<b>103,000,190</b>	<b>59,302,820</b>
Accounts Receivable	39,123		22,121
Due From Employees	33		0
Due From TTA	176,271		414,570
Due From NTTA	54,701		38,380
Due From HCTRA	99,241		111,904
Due From TxDOT	27,039,974		12,690,835
Due From Federal Government	308,978		308,976
Interest Receivable	735,475		250,640
<b>Total Receivables</b>		<b>28,453,796</b>	<b>13,837,425</b>
<b>Short Term Investments</b>			
Treasuries	0		4,549,017
Short Term Investments		152,570,999	51,887,382
<b>Other Current Assets</b>			
Prepaid Insurance		35,898	36,244
<b>Total Current Assets</b>		<b>284,085,728</b>	<b>125,063,871</b>

**Construction Work In Process**

**319,226,004** **296,217,986**

**Fixed Assets**

Computers(net)	24,199		31,536
Computer Software(net)	(39,978)		472,499
Furniture and Fixtures(net)	10,840		14,077
Equipment(net)	27,709		47,001
Autos and Trucks(net)	16,671		23,569
Buildings and Toll Facilities(net)	6,060,760		6,226,425
Highways and Bridges(net)	275,476,334		174,408,051
Communication Equipment(net)	824,228		1,015,050
Toll Equipment(net)	9,017,031		2,237,500
Signs(net)	5,975,748		5,000,247
Land Improvements(net)	3,301,007		1,134,485
Right of Way	24,800,630		24,683,553
Leasehold Improvements	49,803		61,946
<b>Total Fixed Assets</b>		<b>325,544,982</b>	<b>215,355,939</b>

**Long Term Investments**

GIC (Restricted )		0	203,598,582
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**Other Assets**

Security Deposits		8,644	8,644
Intangible Assets		650	650
Total Bond Issuance Costs		14,714,037	15,375,090

**Total Assets**

**943,580,044** **873,766,674**

## Liabilities

### Current Liabilities

Accounts Payable	87,016	1,857,167
Overpayments	40,704	27,527
Interest Payable	7,214,995	7,683,907
Due to other Funds	171,248	0
TCDRS Payable	34,016	32,069
Medical Reimbursement Payable	(39)	63
Due to other Entities	0	9,050
Other	0	17,178
Due to State of Texas	(0)	2,098
<b>Total Current Liabilities</b>	<b>7,547,939</b>	<b>9,629,059</b>

### Long Term Liabilities

Accrued Vac & Sick Leave Paybl	189,089	413,815
Senior Lien Revenue Bonds 2005	170,404,728	171,678,662
Senior Lien Revenue Bonds 2010	103,566,634	99,017,679
Senior Lien Revenue Bonds 2011	307,028,853	306,355,531
Sn Lien Rev Bnd Prem/Disc 2005	4,553,011	4,680,425
Sn Lien Rev Bnd Prem/Disc 2010	144,455	180,559
Tot Sr Lien Rev Bond Pay Pre/D	923,719	869,861
Subordinated Lien Bond 2010	45,000,000	45,000,000
Subordinated Lien Bond 2011	70,000,000	70,000,000
Sub Lien Bond 2011 Prem/Disc	(2,017,663)	(2,107,479)
TIFIA note 2008	77,506,077	77,526,562
2011 Regions Draw Down Note	772,378	200,000
Total Long Term Liabilities	<b>773,373,815</b>	<b>768,954,631</b>
<b>Total Liabilities</b>	<b>780,921,754</b>	<b>778,583,690</b>

### Net Assets Section

Contributed Capital	18,334,846	18,334,846
Net Assets beginning	85,847,898	61,913,602
Current Year Operations	58,475,546	14,934,537
<b>Total Net Assets</b>	<b>144,323,445</b>	<b>76,848,139</b>

### Total Liabilities and Net Assets

<b>943,580,044</b>	<b>873,766,674</b>
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**Central Texas Regional Mobility Authority**  
**Income Statement**  
**All Operating Departments**

Account Name	Budget Amount FY 2013	Actual Year to Date 2/28/2013	Percent of Budget	Actual Prior Year to Date 2/29/2012
<b>Revenue</b>				
<b>Operating Revenue</b>				
Toll Revenue-TxTag-Manor	574,358	285,746	49.75%	-
Toll Revenue-TxTag-183A	23,317,359	14,021,772	60.13%	10,517,543
Toll Revenue-HCTRA-183A	741,110	646,810	87.28%	461,616
Toll Revenue-HCTRA-Manor	14,957	37,996	254.03%	-
Toll Revenue-NTTA-183A	444,666	419,215	94.28%	293,067
Toll Revenue-NTTA-Manor	8,974	9,561	106.54%	-
Video Tolls 183A	3,599,122	3,061,241	85.06%	2,342,715
Video Tolls Manor Expressway	30,000	1,159	3.86%	-
Fee revenue 183A	1,502,134	1,179,208	78.50%	897,193
Fee revenue Manor Expressway	10,000	707	7.07%	-
<b>Total Operating Revenue</b>	<b>30,242,680</b>	<b>19,663,413</b>	<b>65.02%</b>	<b>14,512,135</b>
<b>Other Revenue</b>				
Interest Income	180,000	142,879	79.38%	127,987
Grant Revenue	1,236,000	64,818,535	5244%	18,519,987
Reimbursed Expenditures	-	34,774		-
Misc Revenue	2,500	217,776	8711%	918,366
Gain/Loss on Sale of Asset	-	-	0.00%	12,342
Unrealized Loss	-	42,708		-
<b>Total Other Revenue</b>	<b>1,418,500</b>	<b>65,256,672</b>	<b>4600%</b>	<b>19,578,682</b>
<b>Total Revenue</b>	<b>\$ 31,661,180</b>	<b>\$ 84,920,086</b>	<b>268.22%</b>	<b>\$ 34,090,817</b>
<b>Expenses</b>				
<b>Salaries and Wages</b>				
Salary Expense-Regular	2,115,939	1,230,971	58.18%	1,234,372
Part Time Salary Expense	12,000	480	4.00%	7,927
Overtime Salary Expense	3,000	-	0.00%	-
Contractual Employees Expense	5,000	1,202	24.03%	7,623
TCDRS	307,536	165,616	53.85%	173,537
FICA	96,433	43,382	44.99%	47,003
FICA MED	30,899	17,886	57.89%	17,730
Health Insurance Expense	186,370	123,409	66.22%	126,513
Life Insurance Expense	5,684	3,292	57.92%	2,893

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**All Operating Departments**

Account Name	Budget Amount FY 2013	Actual Year to Date 2/28/2013	Percent of Budget	Actual Prior Year to Date 2/29/2012
Auto Allowance Expense	10,200	-	0.00%	4,462
Other Benefits	185,610	56,596	30.49%	102,169
Unemployment Taxes	12,960	4,235	32.68%	1,651
Salary Reserve	50,000	-	0.00%	-
<b>Total Salaries and Wages</b>	<b>3,021,631</b>	<b>1,647,068</b>	<b>54.51%</b>	<b>1,725,880</b>
<b>Contractual Services</b>				
<u>Professional Services</u>				
Accounting	12,000	4,481	37.34%	21,366
Auditing	65,000	44,990	69.22%	44,771
General Engineering Consultant	1,250,000	121,315	9.71%	586,694
GEC-Financial Planning Support	-	31,640		-
GEC-Toll Ops Support	-	1,283		-
GEC-Roadway Ops Support	-	104,113		-
GEC-Technology Support	-	12,517		-
GEC-Public Information Support	-	6,619		-
GEC-General Support	-	126,999		-
General System Consultant	175,000	6,028	3.44%	27,886
Image Processing	780,000	658,370	84.41%	534,307
Facility maintenance	41,954	6,666	15.89%	7,825
HERO	1,629,000	593,761	36.45%	450,034
Human Resources	25,000	11,108	44.43%	67,073
Legal	270,000	153,701	56.93%	76,676
Photography	15,000	-	0.00%	12,500
Traffic & Revenue Consultants	-	2,999		-
<b>Total Professional Services</b>	<b>4,262,954</b>	<b>1,886,588</b>	<b>44.26%</b>	<b>1,829,133</b>
<u>Other Contractual Services</u>				
IT Services	65,000	25,010	38.48%	29,380
Graphic Design Services	10,000	-	0.00%	400
Website Maintenance	35,000	2,929	8.37%	8,278
Research Services	50,000	3,149	6.30%	3,100
Copy Machine	10,000	3,633	36.33%	3,704
Software Licenses	17,200	8,467	49.23%	805
ETC Maintenance Contract	1,029,900	343,567	33.36%	413,985
ETC Development	125,000	-	0.00%	-
ETC Testing	30,000	-	0.00%	16,620

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**All Operating Departments**

Account Name	Budget Amount FY 2013	Actual Year to Date 2/28/2013	Percent of Budget	Actual Prior Year to Date 2/29/2012
Communications and Marketing	140,000	92,767	66.26%	53,561
Advertising Expense	60,000	56,074	93.46%	31,906
Direct Mail	5,000	-	0.00%	-
Video Production	5,000	20,920	418.40%	1,946
Radio	10,000	-	0.00%	-
Other Public Relations	2,500	-	0.00%	-
Law Enforcement	250,000	95,981	38.39%	155,473
Special assignments	5,000	-	0.00%	-
Traffic Management	-	42,823		48,925
Emergency Maintenance	10,000	-	0.00%	-
Security Contracts	600	114	18.94%	-
Roadway Maintenance Contract	640,000	98,118	15.33%	53,182
Landscape Maintenance	280,000	89,000	31.79%	102,253
Signal & Illumination Maint	-	46,743		60,950
Mowing and litter control	-	40,806		40,603
Striping	-	-	0.00%	19,600
Graffiti removal	-	225		-
Cell Phones	9,700	5,426	55.93%	4,622
Local Telephone Service	18,000	8,503	47.24%	8,803
Internet	4,500	-	0.00%	435
Fiber Optic System	63,000	20,065	31.85%	30,739
Other Communication Expenses	11,500	102	0.88%	273
Subscriptions	1,850	107	5.78%	120
Memberships	33,959	25,604	75.40%	26,960
Continuing Education	7,300	2,845	38.97%	4,432
Professional Development	14,000	-	0.00%	3,020
Seminars and Conferences	33,000	14,899	45.15%	10,479
Staff-Travel	76,000	51,091	67.23%	26,594
Other Contractual Svcs	200	-	0.00%	177
TxTag Collection Fees	1,434,788	846,679	59.01%	819,419
Contractual Contingencies	250,500	649	0.26%	34,115
<b>Total Other Contractual Services</b>	<b>4,738,497</b>	<b>1,946,293</b>	<b>41.07%</b>	<b>2,014,859</b>
<b>Total Contractual Services</b>	<b>9,001,451</b>	<b>3,832,882</b>	<b>42.58%</b>	<b>3,843,992</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**All Operating Departments**

Account Name	Budget Amount FY 2013	Actual Year to Date 2/28/2013	Percent of Budget	Actual Prior Year to Date 2/29/2012
<b>Materials and Supplies</b>				
Books & Publications	12,500	4,369	34.95%	5,897
Office Supplies	11,000	1,500	13.64%	3,388
Computer Supplies	12,500	5,853	46.82%	8,107
Copy Supplies	2,200	745	33.89%	585
Annual Report printing	7,000	5,534	79.06%	6,005
Other Reports-Printing	10,000	2,901	29.01%	-
Direct Mail Printing	5,000	-	0.00%	-
Office Supplies-Printed	2,500	118	4.70%	1,117
Maintenance Supplies-Roadway	9,175	-	0.00%	9,175
Promotional Items	10,000	4,827	48.27%	-
Displays	5,000	-	0.00%	-
ETC spare parts expense	30,000	-	0.00%	-
Tools & Equipment Expense	1,000	-	0.00%	89
Misc Materials & Supplies	3,000	-	0.00%	683
<b>Total Materials and Supplies</b>	<b>120,875</b>	<b>25,847</b>	<b>21.38%</b>	<b>35,044</b>

<b>Operating Expenses</b>				
Gasoline Expense	5,000	2,371	47.42%	3,082
Mileage Reimbursement	5,950	3,204	53.86%	2,876
Toll Tag Expense	3,120	1,556	49.86%	2,053
Parking	41,175	23,471	57.00%	29,128
Meeting Facilities	250	-	0.00%	-
CommunityMeeting/ Events	5,000	-	0.00%	-
Meeting Expense	9,800	9,525	97.19%	3,051
Public Notices	2,200	-	0.00%	-
Postage Expense	5,650	221	3.91%	444
Overnight Delivery Services	1,600	249	15.59%	524
Local Delivery Services	1,250	12	0.96%	6
Insurance Expense	90,000	41,686	46.32%	48,640
Repair & Maintenance-General	500	403	80.65%	263
Repair & Maintenance-Vehicles	500	127	25.37%	426
Repair & Maintenance Toll Equip	5,000	400	8.01%	2,047
Rent Expense	250,000	146,913	58.77%	137,620
Water	7,500	4,717	62.89%	4,785
Electricity	178,500	43,310	24.26%	41,544



**Central Texas Regional Mobility Authority**  
**Income Statement**  
**All Operating Departments**

Account Name	Budget Amount FY 2013	Actual Year to Date 2/28/2013	Percent of Budget	Actual Prior Year to Date 2/29/2012
Other Licenses	640	494	77.19%	275
Community Initiative Grants	65,000	30,000	46.15%	37,500
<b>Non Cash Operating Expenses</b>				
Amortization Expense	76,000	214,954	282.83%	819,016
Dep Exp- Furniture & Fixtures	9,000	1,070	11.89%	5,768
Dep Expense - Equipment	26,400	11,260	42.65%	9,585
Dep Expense - Autos & Trucks	7,000	4,599	65.70%	4,024
Dep Expense-Buildng & Toll Fac	177,000	117,706	66.50%	117,706
Dep Expense-Highways & Bridges	8,000,000	4,427,634	55.35%	3,311,471
Dep Expense-Communic Equip	195,000	127,214	65.24%	127,226
Dep Expense-Toll Equipment	965,000	622,694	64.53%	307,854
Dep Expense - Signs	135,000	100,748	74.63%	88,845
Dep Expense-Land Improvemts	67,000	91,366	136.37%	43,869
Depreciation Expense-Computers	10,000	7,450	74.50%	6,507
<b>Total Operating Expenses</b>	<b>10,346,035</b>	<b>6,035,353</b>	<b>58.33%</b>	<b>5,156,133</b>
<b>Financing Expenses</b>				
Arbitrage Rebate Calculation	6,000	5,605	93.42%	5,455
Loan Fee Expense	12,500	-	0.00%	12,000
Rating Agency Expense	35,000	11,000	31.43%	5,300
Trustee Fees	6,000	2,000	33.33%	-
Bank Fee Expense	8,000	3,897	48.71%	15,374
Continuing Disclosure	4,000	-	0.00%	-
Interest Expense	20,318,015	14,589,561	71.81%	8,020,919
Contingency	15,000	-	0.00%	-
<b>Non Cash Financing Expenses</b>				
Bond issuance expense	300,000	291,327	97.11%	336,183
<b>Total Financing Expenses</b>	<b>20,704,515</b>	<b>14,903,390</b>	<b>71.98%</b>	<b>8,395,231</b>
<b>Other Gains or Losses</b>				
Total Other Gains or Losses	-	-	0.00%	-
<b>Total Expenses</b>	<b>\$ 43,194,507</b>	<b>\$ 26,444,539</b>	<b>61.22%</b>	<b>\$ 19,156,280</b>
<b>Net Income</b>	<b>\$ (11,533,327)</b>	<b>\$ 58,475,546</b>		<b>\$ 14,934,537</b>

**Central Texas Regional Mobility Authority**  
**Statement of Cash Flows - FY 2013**  
**as of February 28, 2013**

**Cash flows from operating activities:**

Receipts from Department of Transportation	\$ 39,616,221
Receipts from toll fees	20,220,666
Receipts from other fees	-
Receipts from interest income	1,223,897
Receipts from other sources	419,905
Payments to vendors	(5,651,398)
Payments to employees and benefits	(1,550,601)
Net cash flows used in operating activities	<u>54,278,692</u>

**Cash flows from capital and related financing activities:**

Payments on interest	(41,258,059)
Payment on Bonds/Notes	(3,597,622)
Acquisitions of property and equipment	(3,875)
Acquisitions of construction in progress	(77,858,856)
Proceeds from Draw Down Note	1,100,000
Net cash flows used in capital and related financing activities	<u>(121,618,412)</u>

**Cash flows from investing activities:**

Purchase of investments	(35,425,320)
Proceeds from sale or maturity of investments	104,877,157
Net cash flows provided by investing activities	<u>69,451,837</u>

Net increase in cash and cash equivalents	2,112,117
Cash and cash equivalents at beginning of July 2012	100,680,911
Cash and cash equivalents at end of February 2013	<u>\$ 103,000,190</u>

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

Change in net assets	\$ 58,475,546
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	5,726,694
Nonoperating interest	14,587,918
Bond Issuance Expense	239,052
Changes in assets and liabilities:	
(Increase)/Decrease in accounts receivable	(24,625,515)
(Increase)/Decrease in prepaid expenses and other assets	(44,820)
(Increase)/Decrease in interest receivable	1,159,185
Increase/(Decrease) in deferred revenue (audit adjustments)	(77,482)
Increase/(Decrease) in other payable	(156,374)
Increase/(Decrease) in accounts payable	(1,005,512)
Total adjustments	<u>(4,196,855)</u>
Net cash flows provided by operating activities	<u>\$ 54,278,692</u>

**INVESTMENTS by FUND**

		Balance	
		February 28, 2013	
<b>Renewal &amp; Replacement Fund</b>			
<b>TexSTAR</b>	660,981.72		<b>TexSTAR</b> 33,446,443.47
<b>Regions Sweep</b>	0.66		<b>CD's</b> 8,000,000.00
<b>Agencies</b>		660,982.38	<b>Regions Sweep</b> 69,082,469.83
<b>TxDOT Grant Fund</b>			<b>Agencies</b> 144,569,928.61
<b>TexSTAR</b>	5,423,877.07		
<b>Regions Sweep</b>	37,544.85		
<b>CD's</b>	3,000,000.00		
<b>Agencies</b>	1,000,000.00	9,461,421.92	\$ 255,098,841.91
<b>Subordinate Lien DS Fund 05</b>			
<b>Regions Sweep</b>	634,223.38	634,223.38	
<b>Debt Service Reserve Fund 05</b>			
<b>TexSTAR</b>	12,569,479.68		
<b>Regions Sweep</b>	35,000.78		
<b>Agencies</b>	5,175,901.78	17,780,382.24	
<b>Debt Service Fund 05</b>			
<b>Regions Sweep</b>	1,721,545.04		
<b>Agencies</b>	25,285,501.46	27,007,046.50	
<b>2010 Senior Lien DSF</b>			
<b>Regions Sweep</b>	573,870.15		
<b>TexSTAR</b>	0.15	573,870.30	
<b>2010-1 Debt Service Fund</b>			
<b>Regions Sweep</b>	441,165.02	441,165.02	
<b>2010-2 Debt Service Fund</b>			
<b>Regions Sweep</b>	273,837.07	273,837.07	
<b>Agencies</b>			
<b>2011 Debt Service Acct</b>			
<b>Regions Sweep</b>	0.33	0.33	
<b>2011 Sub Debt DSRF</b>			
<b>Regions Sweep</b>	2,021,609.33		
<b>CD's</b>	5,000,000.00	7,021,609.33	
<b>Operating Fund</b>			
<b>TexSTAR</b>	145,790.73		
<b>TexSTAR-Trustee</b>	1,401,609.39		
<b>Regions Sweep</b>	2.18	1,547,402.30	
<b>Revenue Fund</b>			
<b>TexSTAR</b>	1.00		
<b>Regions Sweep</b>	1,352,949.11	1,352,950.11	
<b>General Fund</b>			
<b>TexSTAR</b>	53.78		
<b>Regions Sweep</b>	4,560,382.59	4,560,436.37	
<b>2010 Senior Lien Capitalized Interest</b>			
<b>Regions Sweep</b>	0.07		
<b>TexSTAR</b>	487.86	487.93	
<b>2010-1 Sub Lien Capitalized Interest</b>			
<b>Regions Sweep</b>	0.00		
<b>TexSTAR</b>	0.00	-	
<b>2010-2 Sub Lien Capitalized Interest</b>			
<b>TexSTAR</b>	33.69		
<b>Regions Sweep</b>	0.01	33.70	
<b>2011 Sr Capitalized Interest Fund</b>			
<b>Regions Sweep</b>	37,572.07		
<b>Agencies</b>	17,799,318.76	17,836,890.83	
<b>2011 Sub Capitalized Interest Fund</b>			
<b>Regions Sweep</b>	574.17		
<b>Agencies</b>	4,700,940.93	4,701,515.10	
<b>2010-1 Sub BABS subsidy</b>			
<b>Regions Sweep</b>	20.50	20.50	
<b>2010-2 Sub BABS subsidy</b>			
<b>Regions Sweep</b>	0.00	-	
<b>2010 Senior Lien Debt Service Reserve Fund</b>			
<b>TexSTAR</b>	5,559,937.27		
<b>Regions Sweep</b>	43,915.41		
<b>Agencies</b>	3,915,799.87	9,519,652.55	
<b>2010-2 Sub Lien Debt Service Reserve Fund</b>			
<b>TexSTAR</b>	779,450.61		
<b>Regions Sweep</b>	203,911.66		
<b>Agencies</b>	190,000.00	1,173,362.27	
<b>2010-1 Sub Lien Debt Service Reserve Fund</b>			
<b>TexSTAR</b>	1,911,385.74		
<b>Regions Sweep</b>	15,000.01		
<b>Agencies</b>	2,050,507.20	3,976,892.95	
<b>MoPac Construction Fund</b>			
<b>Regions Sweep</b>	16,316,894.38	16,316,894.38	
<b>2010-1 Sub Lien Projects Fund</b>			
<b>TexSTAR</b>	825,360.63		
<b>Regions Sweep</b>	0.00	825,360.63	
<b>2010 Senior Lien Construction Fund</b>			
<b>TexSTAR</b>	1.19		
<b>Regions Sweep</b>	2,913,023.67	2,913,024.86	
<b>2011 Sub Debt Project fund</b>			
<b>TexSTAR</b>	4,167,873.30		
<b>Agencies</b>	43,070,266.11		
<b>Regions Sweep</b>	493,815.78	47,731,955.19	
<b>2011 Sr Financial Assistance Fund</b>			
<b>Regions Sweep</b>	31.73	31.73	
<b>2011 Senior Lien Project Fund</b>			
<b>TexSTAR</b>	119.66		
<b>Regions Sweep</b>	37,405,579.88		
<b>Agencies</b>	41,381,692.50	78,787,392.04	
		<u>\$ 255,098,841.91</u>	

**CTRMA INVESTMENT REPORT**

Month Ending 2/28/13						Rate	
Balance 1/31/2013	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 2/28/2013	Feb 13	
<b>Amount in Trustee TexStar</b>							
2011 Sub Lien Construction Fund	4,167,554.92		318.38		4,167,873.30	0.133%	
2011 Senior Lien Construction Fund	119.66				119.66	0.133%	
2010 Senior Lien Construction Fund	1.19				1.19	0.133%	
2010-1 Sub Lien Projects	828,747.59		63.14	3,450.10	825,360.63	0.133%	
General Fund	53.78				53.78	0.133%	
Trustee Operating Fund	2,301,477.78		131.61	900,000.00	1,401,609.39	0.133%	
Renewal and Replacement	660,931.24		50.48		660,981.72	0.133%	
TxDOT Grant Fund	5,423,462.74		414.33		5,423,877.07	0.133%	
Revenue Fund	1.00				1.00	0.133%	
Senior Lien Debt Service Reserve Fund	30,776,769.19		1,251.49	18,208,541.00	12,569,479.68	0.133%	
2010 Senior Lien DSF	0.15				0.15	0.133%	
2010 Senior Lien Debt Service Reserve Fund	5,559,512.55		424.72		5,559,937.27	0.133%	
2010-2Sub Lien Debt Service Reserve Fund	779,391.07		59.54		779,450.61	0.133%	
2010-1Sub Lien Debt Service Reserve Fund	1,911,239.73		146.01		1,911,385.74	0.133%	
2010 Senior Lien Capitalized Interest	487.85		0.01		487.86	0.133%	
2010-2 Sub Liien Capitalized Interest	33.69				33.69	0.133%	
	<b>52,409,784.13</b>	<b>0.00</b>	<b>2,859.71</b>	<b>19,111,991.10</b>	<b>33,300,652.74</b>		
<b>Amount in TexStar Operating Fund</b>							
	<b>145,778.77</b>	<b>900,000.00</b>		<b>11.96</b>	<b>900,000.00</b>	<b>145,790.73</b>	<b>0.133%</b>

**CTRMA INVESTMENT REPORT**

Month Ending 2/28/13						Rate
Balance 1/31/2013	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 2/28/2013	Feb 13
<b>Regions Sweep Money Market Fund</b>						
Operating Fund					2.18	0.150%
2010-1 Sub Lien Project Acct	3,450.10			3,450.20	0.00	0.150%
2010 Senior Lien Project Acct			377.67	110,565.03	2,913,023.67	0.150%
2011 Sub Lien Project Acct			51.54		493,815.78	0.150%
2011 Senior Lien Project Acct			5,721.37	6,785,561.20	37,405,579.88	0.150%
2011 Sr Financial Assistance Fund			27.13		31.73	0.150%
2005 Debt Service Fund	860,729.17	860,729.17	86.70		1,721,545.04	0.150%
2010 Senior DSF	286,925.10	286,925.00	20.05		573,870.15	0.150%
2011 Senior Lien Debt Service Acct					0.33	0.150%
2011 Sub Debt Service Fund					0.00	0.150%
2010-1 Debt Service Fund	220,712.55	220,390.63	61.84		441,165.02	0.150%
Subordinate Lien TIFIA DS Fund	317,096.50	317,096.50	30.38		634,223.38	0.150%
2010-2 BABs Supplemental Security					0.00	0.150%
2010-2 Debt Service Fund	216,662.10	57,154.26	20.71		273,837.07	0.150%
2010-2 Cap I Fund					0.01	0.150%
2010 CAP Interest Senior lien					0.07	0.150%
2011 Sr Cap I Fund	37,530.52		41.55		37,572.07	0.150%
2011 Sub Debt CAP I	564.39		9.78		574.17	0.150%
2010-1 Sub lien BABs supplemental Security	17.57		2.93		20.50	0.150%
TxDOT Grant Fund	37,540.07		4.78		37,544.85	0.150%
Renewal and Replacement					0.66	0.150%
Revenue Fund	1,624,399.11	2,654,816.37	137.48	2,926,403.85	1,352,949.11	0.150%
General Fund	4,218,272.76	2,157,421.83	629.08	1,815,941.08	4,560,382.59	0.150%
2010 Senior Debt Service Reserve Fund	43,909.82		5.59		43,915.41	0.150%
2010-1 Debt Service Reserve Fund			15,000.00		15,000.01	0.150%
2010-2 Debt Service Reserve Fund	203,890.37		21.29		203,911.66	0.150%
2011 Sub Debt Debt Service Reserve Fund	7,020,714.91		894.42	5,000,000.00	2,021,609.33	0.150%
2005 Senior Lien Debt Service Reserve Fund	7,144,062.53	18,208,541.00	35,910.13	25,353,512.88	35,000.78	0.150%
MoPac Managed Lane Construction Fund	16,500,004.52		1,695.21	184,805.35	16,316,894.38	0.150%
<b>86,435,434.93</b>	<b>24,766,524.86</b>	<b>0.00</b>	<b>60,749.63</b>	<b>42,180,239.59</b>	<b>69,082,469.83</b>	
<b>Amount in Fed Agencies and Treasuries</b>						
Amortized Principal	119,422,292.20	25,298,624.00	(150,987.59)		144,569,928.61	
Accrued Interest			180,293.20			

**CTRMA INVESTMENT REPORT**

<b>Month Ending 2/28/13</b>						
<b>Balance 1/31/2013</b>	<b>Additions</b>	<b>Discount Amortization</b>	<b>Accrued Interest</b>	<b>Withdrawals</b>	<b>Balance 2/28/2013</b>	
119,422,292.20	25,298,624.00	(150,987.59)		0.00	144,569,928.61	
<b>Certificates of Deposit</b>	3,000,000.00	5,000,000.00		0.00	8,000,000.00	
<b>Total in Pools</b>	52,555,562.90	900,000.00	2,871.67	20,011,991.10	33,446,443.47	
<b>Total in Money Market</b>	86,435,434.93	24,766,524.86	60,749.63	42,180,239.59	69,082,469.83	
<b>Total in Fed Agencies</b>	119,422,292.20	25,298,624.00	(150,987.59)	0.00	144,569,928.61	
<b>Total Invested</b>	261,413,290.03	55,965,148.86	(150,987.59)	63,621.30	62,192,230.69	255,098,841.91

Rate  
Feb 13

**Certificates of Deposit**  
**Total in Pools**  
**Total in Money Market**  
**Total in Fed Agencies**

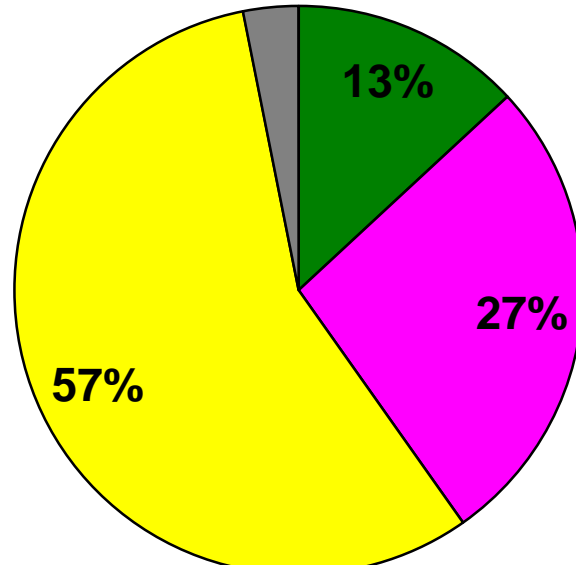
**Total Invested**

All Investments in the portfolio are in compliance with the CTRMA's Investment policy.

William Chapman, CFO

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## Allocation of Funds



■ Total in Pools

■ Total in Money Market

■ Total in Fed Agencies

■ Total in CD's

Amount of investments As of February 28, 2013

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
San Antonio Water Utilities	79642BLN1	190,000.00	190,000.00	190,374.30	1.4570%	11/23/2010	5/15/2013	2010-2 DSRF
Freddie Mac	3134G2U42	1,000,000.00	1,000,000.00	1,001,090.00	0.3750%	3/15/2012	10/15/2013	TxDOT Grant Fund
Federal Home loan Bank	3137EABM0	2,473,720.78	2,344,786.88	2,346,735.24	0.3930%	6/29/2011	6/28/2013	2011 Sub Debt CAP I
Federal Home loan Bank	3134A4UL6	2,326,924.30	2,356,154.05	2,349,717.60	0.6300%	6/29/2011	11/15/2013	2011 Sub Debt CAP I
Federal Home loan Bank	3134A4UL6	8,794,454.76	8,922,409.13	8,899,480.80	0.7190%	6/29/2011	11/15/2013	2011 Sr Debt CAP I
Federal Home loan Bank	3137EABM0	9,351,457.81	8,876,909.63	8,887,032.72	0.4830%	6/29/2011	6/28/2013	2011 Sr Debt CAP I
Davis Cnty Utah Sch Dist	239019UK6	1,397,056.00	1,330,385.50	1,330,188.25	0.2300%	2/9/2012	6/1/2013	2011 SR DSRF
Fannie Mae	31398A3L4	3,883,198.70	3,845,516.28	3,849,533.00	0.2605%	2/7/2012	9/17/2013	2005 Sr DSRF
Fannie Mae	31398A3L4	3,954,171.00	3,915,799.87	3,919,890.00	0.2605%	2/7/2012	9/17/2013	2010 Sr DSRF
Federal Home Loan Bank	3133XR88	7,370,650.00	7,144,141.67	7,137,760.00	0.2990%	3/30/2012	9/6/2013	2011 Sr Project
Federal Home Loan Bank	313378U41	12,009,480.00	12,004,213.33	12,010,440.00	0.2970%	3/30/2012	9/30/2013	2011 Sr Project
Freddie Mac	3134G3BF6	12,054,960.00	12,022,900.00	12,038,400.00	0.3592%	3/30/2012	12/23/2013	2011 Sr Project
Federal Home Loan Bank	313376KS3	25,047,750.00	25,010,611.11	25,015,250.00	0.2440%	3/30/2012	6/21/2013	2011 Sub Project
Fannie Mae	31359MRG0	18,715,860.00	18,059,655.00	18,029,520.00	0.1950%	3/30/2012	3/15/2013	2011 Sub Project
Federal Home Loan Bank	3133XWKV0	10,388,500.00	10,210,437.50	10,223,600.00	0.3791%	3/30/2012	3/14/2014	2011 Sr Project
Freddie Mac	3137EADD8	1,004,940.00	1,004,347.20	1,003,950.00	0.2290%	12/3/2012	4/17/2015	2010-1 DSRF
Northside ISD	66702RAG7	1,057,700.00	1,046,160.00	1,052,910.00	0.3580%	12/5/2012	2/15/2015	2010-1 DSRF
Fannie Mae	3135G0BY8	8,081,952.00	8,079,675.56	8,073,280.00	0.2150%	2/8/2013	8/28/2014	2005 DSRF
Fannie Mae	313560TW3	4,999,250.00	4,999,275.00	4,992,750.00	0.4060%	2/8/2013	7/30/2015	2006 DSRF
Federal Home Loan Bank	313371W51	12,217,422.00	12,206,550.90	12,181,680.00	0.2646%	2/8/2013	12/12/2014	2007 DSRF
		<u>119,963,123.35</u>	<u>144,569,928.61</u>	<u>144,533,581.91</u>				

Agency	CUSIP #	COST	Cumulative Amortization	2/28/2013		Interest Income February 28, 2013		
				Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
San Antonio Water Utilities	79642BLN1	190,000.00	0.00	190,000.00	190,000.00	230.69		230.69
Freddie Mac	3134G2U42	1,000,000.00	-	1,000,000.00	1,000,000.00	312.50		312.50
Federal Home loan Bank	3137EABM0	2,473,720.78	128,933.90	2,344,786.88	2,319,000.00	7,246.88	(6,446.70)	800.18
Federal Home loan Bank	3134A4UL6	2,326,924.30	29,229.75	2,356,154.05	2,362,000.00		1,461.49	1,461.49
Federal Home loan Bank	3134A4UL6	8,794,454.76	127,954.37	8,922,409.13	8,946,000.00		6,397.72	6,397.72
Federal Home loan Bank	3137EABM0	9,351,457.81	474,548.18	8,876,909.63	8,782,000.00	27,443.75	(23,727.41)	3,716.34
Davis Cnty Utah Sch Dist	239019UK6	1,397,056.00	66,670.50	1,330,385.50	1,315,000.00	5,479.17	(5,128.50)	350.67
Fannie Mae	31398A3L4	3,883,198.70	37,682.42	3,845,516.28	3,830,000.00	3,590.63	(2,216.61)	1,374.02
Fannie Mae	31398A3L4	3,954,171.00	38,371.13	3,915,799.87	3,900,000.00	3,656.25	(2,257.13)	1,399.12
Federal Home Loan Bank	3133XR88	7,370,650.00	226,508.33	7,144,141.67	7,000,000.00	23,333.33	(20,591.70)	2,741.63
Federal Home Loan Bank	313378U41	12,009,480.00	5,266.67	12,004,213.33	12,000,000.00	3,500.00	(526.67)	2,973.33
Freddie Mac	3134G3BF6	12,054,960.00	32,060.00	12,022,900.00	12,000,000.00	6,250.00	(2,290.00)	3,960.00
Federal Home Loan Bank	313376KS3	25,047,750.00	37,138.89	25,010,611.11	25,000,000.00	8,333.33	(2,652.78)	5,680.55
Fannie Mae	31359MRG0	18,715,860.00	656,205.00	18,059,655.00	18,000,000.00	65,625.00	(59,655.00)	5,970.00
Federal Home Loan Bank	3133XWKV0	10,388,500.00	178,062.50	10,210,437.50	10,000,000.00	19,791.67	(16,187.50)	3,604.17
Freddie Mac	3137EADD8	1,004,940.00	592.80	1,004,347.20	1,000,000.00	500.00	(197.60)	302.40
Northside ISD	66702RAG7	1,057,700.00	11,540.00	1,046,160.00	1,000,000.00	5,000.00	(3,846.67)	1,153.33
Fannie Mae	3135G0BY8	8,081,952.00	2,276.44	8,079,675.56	8,000,000.00	1,612.45	(2,276.44)	(663.99)
Fannie Mae	313560TW3	4,999,250.00	(25.00)	4,999,275.00	500,000.00	1,666.67	25.00	1,691.67
Federal Home Loan Bank	313371W51	12,217,422.00	10,871.10	12,206,550.90	12,000,000.00	15,000.00	(10,871.10)	4,128.90
		<u>146,319,447.35</u>	<u>2,063,886.98</u>	<u>144,569,928.61</u>	<u>139,144,000.00</u>	<u>180,293.20</u>	<u>(150,987.60)</u>	<u>42,428.14</u>



**February 28, 2013      Certificates of Deposit Outstanding**

<b>Bank</b>	<b>CUSIP #</b>	<b>COST</b>	<b>Yield to Maturity</b>	<b>Purchased</b>	<b>Matures</b>	<b>February 28, 2013 Interest</b>	<b>FUND</b>
Compass Bank	CD9932129	3,000,000	0.35%	8/27/2012	2/27/2014	\$ 863.01	TxDOT Grant Fund
Compass Bank	CD 02636	5,000,000	0.35%	2/5/2013		\$ 1,458.33	2011 Sub DSRF
		<u>8,000,000</u>				<u>\$ 2,321.34</u>	



## Monthly Newsletter - February 2013

### Performance

#### As of February 28, 2013

Current Invested Balance	\$6,248,843,373.19
Weighted Average Maturity (1)	53 Days
Weighted Average Maturity (2)	61 Days
Net Asset Value	1.000069
Total Number of Participants	768
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$747,050.55
Management Fee Collected	\$249,890.35
% of Portfolio Invested Beyond 1 Year	0.00%
Standard & Poor's Current Rating	AAAm

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

#### February Averages

Average Invested Balance	\$6,514,822,208.37
Average Monthly Yield, on a simple basis	0.0996%
Average Weighted Average Maturity (1)*	51 Days
Average Weighted Average Maturity (2)*	58 Days

#### Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

\* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

### New Participants

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

★ Laguna Madre Water District

### Holiday Reminder

In observance of Good Friday, **TexSTAR will be closed Friday, March 29, 2013.** All ACH transactions initiated on Thursday, March 28th will settle on Monday, April 1st. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

### Economic Commentary

After a strong start to the year, the rally in global equity and credit markets slowed in February as investor enthusiasm was tempered by concern that the US Federal Reserve asset purchase program may be reduced or even ended sooner than previously expected and growing uncertainty over economic reform in Europe. US risk markets had a turbulent month after minutes from the Fed's rate-setting committee indicated that the current \$85 billion in monthly bond purchases may be scaled back earlier than anticipated. This led to the largest one day sell-off in US equities this year. Markets rebounded after a statement from Fed Chairman Bernanke strongly defended the bond buying program. While the pace of asset purchases may not remain at \$85 billion per month all year, he made clear during his testimony that policy will stay accommodative for a very long time. This could mean that assets are held for longer than expected, assets are never sold (they simply run-off in the Fed's portfolio), low interest rate policy stays in place for a while, or the Fed's communication changes. In any event, the bigger picture makes for a very "easy" Fed for a quite some time. Despite the inability of the U.S. federal government to reach an agreement to avert significant across-the-board fiscal spending cuts, referred to as the sequester, mandated to begin March 1st, markets did not react significantly. These fiscal cuts are expected to be phased in over time, budget negotiations are expected to continue throughout the year and markets appear to have already anticipated the impact of the sequester on growth for the year.

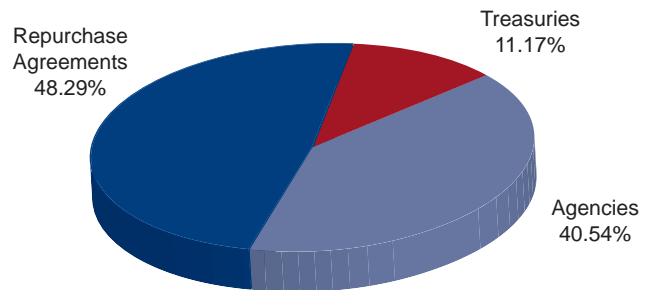
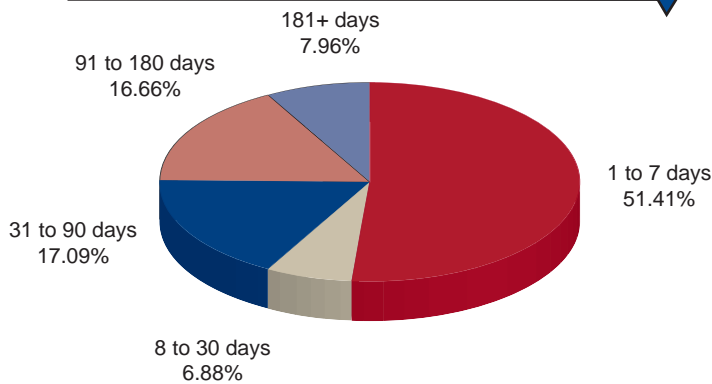
The expiration of the payroll tax cut, increases in marginal tax rates for high-income earners, higher gasoline prices, and fiscal spending cuts should drag on economic growth for the rest of the year. Consumers are expected to pull back on spending, rather than continuing to eat into savings. Improvements in labor markets should continue to be moderate over the course of the year, largely a reflection of slow economic growth. A substantial part of the increase in unemployment since the financial crisis is seen as structural and it is not expected that the economy will grow at a pace fast enough to close the employment shortfall through cyclical improvements only. The Fed should continue to purchase \$85 billion of Treasury and mortgage-backed securities a month until at least the end of 2013, as inflation remains below target. It is expected for the Fed to begin tapering purchases as "substantial improvement" is approached in labor markets, which could occur at some point in 2014.

This information is an excerpt from an economic report dated February 2013 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

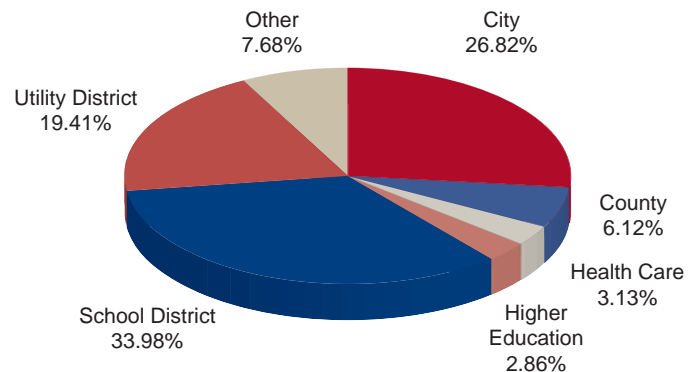
**For more information about TexSTAR, please visit our web site at [www.texstar.org](http://www.texstar.org).**

# Information at a Glance

## Portfolio by Type of Investment As of February 28, 2013



## Portfolio by Maturity As of February 28, 2013



## Distribution of Participants by Type As of February 28, 2013

# Historical Program Information

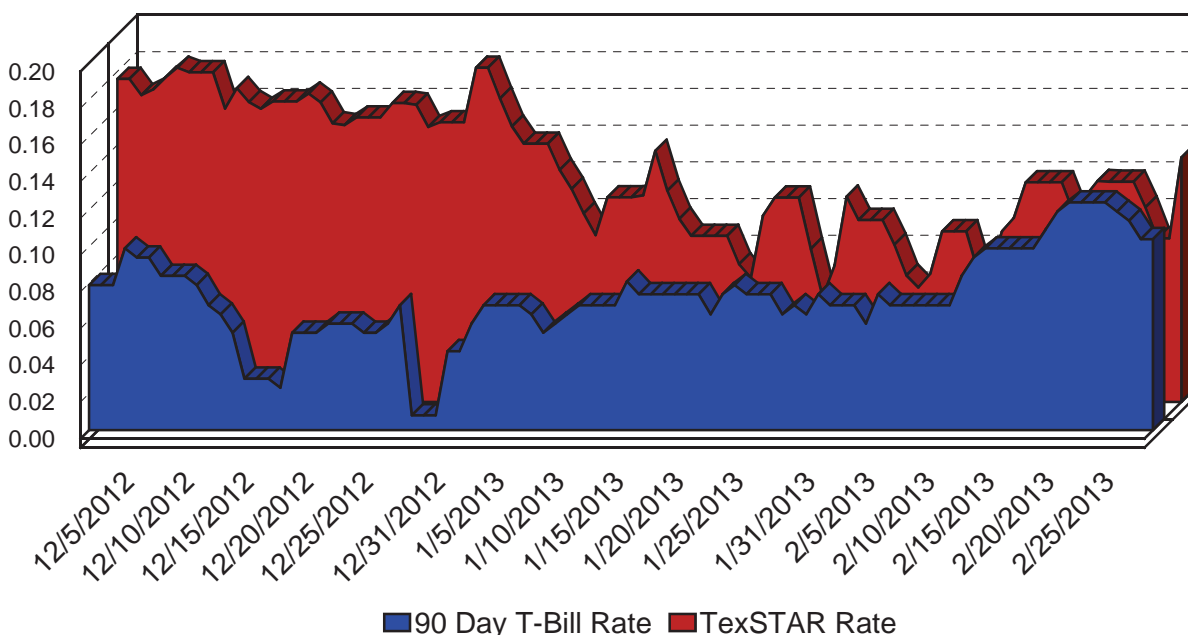
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Feb 13	0.0996%	\$6,248,843,373.19	\$6,249,277,988.81	1.000069	51	58	768
Jan 13	0.1103%	6,030,821,287.69	6,031,600,682.90	1.000129	48	57	767
Dec 12	0.1647%	5,411,874,896.68	5,412,541,199.28	1.000123	49	60	767
Nov 12	0.1720%	4,745,368,285.66	4,745,870,906.22	1.000105	51	63	765
Oct 12	0.1746%	4,755,942,789.56	4,756,394,096.44	1.000094	45	60	763
Sep 12	0.1574%	4,659,065,730.90	4,659,684,743.38	1.000132	46	63	759
Aug 12	0.1326%	4,724,281,980.85	4,724,862,450.42	1.000122	49	67	759
Jul 12	0.1359%	5,189,684,471.14	5,190,308,464.19	1.000120	46	66	757
Jun 12	0.1379%	4,983,255,681.46	4,983,767,166.12	1.000102	48	70	756
May 12	0.1273%	5,178,606,480.90	5,179,224,581.51	1.000119	47	70	754
Apr 12	0.1098%	5,255,005,296.99	5,255,613,981.07	1.000115	46	69	752
Mar 12	0.1148%	5,668,145,582.64	5,668,844,552.57	1.000123	48	71	751

# Portfolio Asset Summary as of February 28, 2013

	Book Value	Market Value
Uninvested Balance	\$ 937.92	\$ 937.92
Accrual of Interest Income	1,955,162.47	1,955,162.47
Interest and Management Fees Payable	(824,313.70)	(824,313.70)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	3,016,952,000.00	3,016,952,000.00
Government Securities	3,230,759,586.50	3,231,194,202.12
<b>Total</b>	<b>\$ 6,248,843,373.19</b>	<b>\$ 6,249,277,988.81</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

# TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

## Daily Summary for February 2013

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
2/1/2013	0.0991%	0.000002716	\$6,151,602,189.62	1.000117	47	55
2/2/2013	0.0991%	0.000002716	\$6,151,602,189.62	1.000117	47	55
2/3/2013	0.0991%	0.000002716	\$6,151,602,189.62	1.000117	47	55
2/4/2013	0.0856%	0.000002345	\$6,296,860,962.42	1.000110	49	57
2/5/2013	0.0689%	0.000001889	\$6,393,383,423.44	1.000106	51	58
2/6/2013	0.0623%	0.000001706	\$6,478,887,995.45	1.000108	51	58
2/7/2013	0.0698%	0.000001911	\$6,616,877,330.37	1.000103	52	59
2/8/2013	0.0929%	0.000002544	\$6,767,040,642.85	1.000096	50	57
2/9/2013	0.0929%	0.000002544	\$6,767,040,642.85	1.000096	50	57
2/10/2013	0.0929%	0.000002544	\$6,767,040,642.85	1.000096	50	57
2/11/2013	0.0712%	0.000001951	\$6,795,570,752.87	1.000097	50	57
2/12/2013	0.0708%	0.000001941	\$6,740,810,185.88	1.000087	50	57
2/13/2013	0.0929%	0.000002545	\$6,752,878,302.75	1.000081	51	57
2/14/2013	0.1002%	0.000002745	\$6,787,281,514.25	1.000078	50	58
2/15/2013	0.1196%	0.000003278	\$6,595,730,418.65	1.000078	49	57
2/16/2013	0.1196%	0.000003278	\$6,595,730,418.65	1.000078	49	57
2/17/2013	0.1196%	0.000003278	\$6,595,730,418.65	1.000078	49	57
2/18/2013	0.1196%	0.000003278	\$6,595,730,418.65	1.000078	49	57
2/19/2013	0.1030%	0.000002823	\$6,549,794,260.12	1.000066	49	57
2/20/2013	0.1122%	0.000003074	\$6,515,533,986.24	1.000065	53	61
2/21/2013	0.1203%	0.000003297	\$6,512,467,117.38	1.000066	53	60
2/22/2013	0.1199%	0.000003285	\$6,440,076,761.94	1.000068	52	59
2/23/2013	0.1199%	0.000003285	\$6,440,076,761.94	1.000068	52	59
2/24/2013	0.1199%	0.000003285	\$6,440,076,761.94	1.000068	52	59
2/25/2013	0.1059%	0.000002901	\$6,436,420,060.98	1.000059	52	60
2/26/2013	0.0891%	0.000002441	\$6,409,975,306.01	1.000063	54	61
2/27/2013	0.0890%	0.000002439	\$6,420,356,805.12	1.000066	53	60
2/28/2013	0.1330%	0.000003644	\$6,248,843,373.19	1.000069	53	61
Average	0.0996%	0.000002729	\$6,514,822,208.37		51	58

TexSTAR Participant Services  
First Southwest Asset Management, Inc.  
325 North St. Paul Street, Suite 800  
Dallas, Texas 75201



## **TexSTAR Board Members**

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Kenneth Huewitt</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Joni Freeman</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Hardy Browder</i>	<i>City of Cedar Hill</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>Plano ISD</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>
<i>Len Santow</i>	<i>Griggs &amp; Santow</i>	<i>Advisory Board</i>

**For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ [www.texstar.org](http://www.texstar.org)**



**J.P.Morgan**  
Asset Management



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #12 SUMMARY

Executive Director's Report.

Department: Administrative

Associated Costs: None

Funding Source: None

Board Action Required: No

Description of Matter:

The Executive Director's Report is attached for review and reference.

- A. Project Status Updates.
- B. Reappointment of Chairman Wilkerson, Vice-Chairman Mills, and Treasurer Bennett to the Board of Directors.

Attached documentation for reference:

Executive Director's Report

Contact for further information:

Mike Heiligenstein, Executive Director



# REPORT TO THE BOARD OF DIRECTORS MARCH 27, 2013

MIKE HEILIGENSTEIN - EXECUTIVE DIRECTOR

## PRIORITY ISSUES



MoPac South Environmental Study  
Contract Negotiations



US 183 Environmental Study  
Contract Selection

### ADMINISTRATION

**BOARD MEMBER RE-APPOINTMENTS**  
Governor Rick Perry re-appointed Chairman Wilkerson for his third two-year term as Mobility Authority Chairman on February 28th. He was confirmed by the Senate on March 13th. Vice Chairman Mills and Mr. Bennett were both re-appointed by Williamson County on March 19th.

### CAMPO

I presented an update of our MoPac Improvement Project to the CAMPO Board on March 18th. My briefing covered our selection of CH2MHill as the project's design-builder, the project's cost and the anticipated construction schedule. In comments prior to my presentation, Mayor Lee Leffingwell joked that our project was set for construction "beginning tomorrow," which emphasizes our community's focus and need for improved mobility in the corridor. The information was well received, and only one question was asked.

### PROJECT DEVELOPMENT MANOR EXPRESSWAY

#### PHASE II PROJECT

Central Texas Mobility Constructors (CTMC) continues to focus their construction activities on the new, eastbound frontage road from Johnny Morris Road to Parmer Lane as well as the new, westbound frontage road from SH 130 to Chimney Hill Boulevard. CTMC is also working on constructing the mainlanes from the open interim milestone to Johnny Morris Road.

Eastbound traffic was recently switched to the newly constructed eastbound frontage road from Parmer Lane to SH 130, and a new turnaround west of Johnny Morris Road has been constructed for the residents of the Chimney Hill Neighborhood and Rosemont Apartments.

### MO PAC IMPROVEMENT PROJECT PROJECT DEVELOPMENT

CH2MHill, the project's design-builder, and staff have been meeting regularly to finalize the Design/Build Contract. We continue to coordinate with FHWA and TxDOT and have requested their concurrence in award of the contract. We anticipate their approval at the end of the month. With their concurrence, we anticipate executing the contract and issuing Notice to Proceed (NTP) in mid-April.

Following issuance of NTP, there will be several months of ramp up tasks for CH2MHill including:

- Obtaining and setting up a project office
- Beginning partnering discussions
- Preparing utility and railroad agreements
- Conducting field surveys
- Permitting
- Developing final design

Construction should begin late this year.

### BERGSTROM EXPRESSWAY PROJECT DEVELOPMENT



Public involvement and environmental activities for the study continue. The Team held its second Open House meeting on March 7th at East Austin College Prep (formerly Solid Rock Church). At this meeting, the Community was asked to provide feedback on context sensitive solutions and other project enhancements such as architecture, landscaping and pedestrian facilities. A third Open House is planned for this June to share what we've learned from the community and collect more detailed information. TxDOT anticipates holding a Public Hearing in late 2013. An online survey has also been developed and launched on BergstromExpressway.com to gather additional community feedback.

The team continues to coordinate and support TxDOT with schematic development, a value engineering study and utility planning.

### OAK HILL PARKWAY PROJECT DEVELOPMENT

The Oak Hill Parkway Environmental Study continues to move forward. The Mobility Authority and TxDOT have continued their series of facilitated working group meetings with Oak Hill community members who expressed an interest in the project. Past meetings covered environmental issues and general design. At our most recent meeting on March 19th, we discussed bicycle and pedestrian elements. The City of Austin and the Oak Hills Trails Association shared their vision for trails in the community, and participants were asked to share specific areas where access could be improved.

Information collected from these meetings is being used to develop various alternatives for the project that protect the character of the area and its

sensitive environmental features. These alternatives will be introduced to the greater community at the next Open House, which is tentatively scheduled for May 23rd.

### 183 NORTH ENVIRONMENTAL STUDY PROJECT DEVELOPMENT

The procurement process for the 183 North Environmental Study kicked off on January 28th with the issuance of the Preliminary Engineering and Environmental Services Request for Qualifications. Seven responses were received, and four teams were short-listed. Interviews were held on March 18th, and a recommendation will be made to the Board at this month's Board Meeting.

### MO PAC SOUTH ENVIRONMENTAL STUDY PROJECT DEVELOPMENT

Throughout March, Jacobs Engineering and Mobility Authority staff have been negotiating scope and fee for the Preliminary Engineering and Environmental Services Contract. The Environmental Study will encompass MoPac South from Cesar Chavez to Slaughter Lane as well as overpasses at Slaughter Lane and La Crosse Avenue. The contract is being presented to the Board this month. If approved, Notice to Proceed is anticipated in early April. Contract deliverables include:

- Environmental Assessment for MoPac South
- Categorical Exclusions for Slaughter Lane and La Crosse Avenue
- Development and evaluation of alternatives and a recommended preferred alternative
- Public involvement
- Design surveying
- Hydrologic and hydraulic engineering
- Traffic engineering and level of service analysis
- Geometric schematic of preferred alternative





**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #13 SUMMARY

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### *EXECUTIVE SESSION*

*Executive Session:*

Discuss legal issues relating to legislation proposed to the 83<sup>rd</sup> Texas Legislature that could affect the Mobility Authority or its operations, pursuant to §551.071 (Consultation with Attorney; Closed Meeting).



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #14 SUMMARY

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### *EXECUTIVE SESSION*

*Executive Session:*

Discuss legal issues related to claims by or against the Mobility Authority, pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney; Closed Meeting).



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #15 SUMMARY

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### *EXECUTIVE SESSION*

*Executive Session:*

Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney; Closed Meeting).



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #16 SUMMARY

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### *EXECUTIVE SESSION*

*Executive Session:*

Discuss personnel matters as authorized by §551.074 (Personnel Matters).