

AMENDMENT #1
to
Agreement # 2022-063
Pavement Analysis and Related Services

This AMENDMENT (“Amendment”) to the Services Agreement #2022-062 (“Original Contract”) is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as “NCTCOG”, and

Roadway Asset Services, LLC
Attn: Bart Williamson
6001 W Parmer Lane, Suite 370-1102
Austin, TX 78727
(210) 837-5249
bwilliamson@roadwayassetservices.com

hereinafter referred to as “Service Provider”, (collectively, “the Parties”).

WHEREAS, the Parties entered into the Original Contract on **July 11, 2023**; and

WHEREAS, Section 9.15 of the Original Contract allows for amendments; and

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG and the Service Provider mutually covenant and agree to:

- **Extend the Original Contract through November 30, 2028.**
- **Replace original Attachment A Pricing Proposal Form with the attached revised version.**


This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

All other terms of the Original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

ROADWAY ASSET SERVICES, LLC

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

 04/15/2024
Signature Date

DocuSigned by:
 04/16/2024
A4E72C1BEF0F426...
Signed Date

Bart Williamson
Printed Name

R. Michael Eastland
Executive Director

Chief Executive Officer
Title

MSA #2022-063 Revised Attachment A per Amendment #1

RFP 2022-063 Pavement Analysis and Related Services

Attachment A (per Exhibit D) - Pricing Proposal Form

Proposed prices shall include all field inspectors, vehicles, tools, equipment, traffic control, contractor maintenance, and customer service support necessary to provide the desired services. not include mobilization fees in their pricing and may not include them in any contract(s) that result from this RFP.

Respondents must

If a respondent elects to submit a percentage discount off their catalog pricing for any or all of their services, the corresponding price for each numbered activity listed in Attachment A must account for the proposed discount listed in Exhibit C. not proposing a percentage-discount, please use your established list price for each for each numbered pavement analysis and related services activity.

If you are

[Example: If your catalog price is \$100 per unit, and you indicate a 5% discount from catalog pricing in Exhibit C, your pricing form in Attachment A should reflect a unit price of \$95.

Conversely, if your catalog price is \$100 per unit, and you indicate a 0% discount or N/A in Exhibit C, your pricing form in Attachment A should reflect a unit price of \$100.]

Service Category #1: Pavement Data Collection										
Activity #	Activity Description	Unit	Provide Price Per Tiered Group			A	B	C=AxB		
			Unit Base (\$)	Cost	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-700 Lane Miles	Unit Cost (\$) 700+ Lane Miles	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
1	Automatically and continuously measure pavement cracking, texture, rutting and geometrics. Equipment used for rut measurement shall be capable of measuring both wheel track ruts simultaneously.	Lane Mile ¹			\$147	\$121	\$97		\$	-
2	Collect pavement surface distress and structural condition information through automated means for all Participant-owned roadways.	Lane Mile ¹			\$1	\$1	\$1		\$	-
3	Provide a customized digital condition rating system to collect user defined severity/extent based pavement distresses and pertinent roadway attributes to accommodate a standardized approach to collecting data	Lump Sum	\$2,500						\$	-
4	Collect dual-wheel path roughness data to International Roughness Index standards.	Lane Mile ¹			\$1	\$1	\$1		\$	-
5	Collect pavement performance information that includes rutting using a minimum of seven (7) sensors (include pricing for nine (9) sensors as well), fatigue cracking, transverse cracking using a minimum of four (4) sensors, and longitudinal cracking	Lane Mile ¹			\$1	\$1	\$1		\$	-
6	Perform friction testing	Lane Mile ¹			\$200	\$200	\$200		\$	-
7	Measure lane striping reflectivity quality	Lane Mile ¹			\$70	\$65	\$60		\$	-
Service Category #2: Asset Inventory										
Activity #	Activity Description	Unit	Provide Price Per Tiered Group			A	B	C=AxB		
			Unit Base (\$)	Cost	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-700 Lane Miles	Unit Cost (\$) 700+ Lane Miles	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
8	Collect sidewalk data to include location, length, width, location in relation to curb and if greenspaces exist between curb and sidewalk, and sidewalk condition to create shape (.shp) files for incorporation into the Participant's GIS system, if applicable	Lane Mile ¹			\$50	\$45	\$40		\$	-
9	Collect sidewalk Barrier Free Ramp data to include location, configuration, presence of truncated domes or other detectable warning feature, and condition and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable	Lane Mile ¹	\$50						\$	-
10	Collect roadway sign data to include type and location and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable.	Lane Mile ¹	\$75						\$	-
11	Collect photos of Barrier Free Ramps, sidewalks, curb condition, drive approach, and/or roadway signs inventoried under items 8, 9, and 10 above.	Lane Mile ¹	\$1						\$	-
12	Collect location of curb and gutter and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable.	Linear Feet	\$0.02						\$	-
13	Collect location and type of visible in-pavement features such as valves, manhole covers, etc. and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable.	Lane Mile ¹	\$40						\$	-
14	Collect locations of trees, including height and spread	Lane Mile ¹	\$85						\$	-
15	Collect bike lane locations, including width, length, and associated signage and striping.	Linear Feet	\$0.02						\$	-
16	Utilize Ground Penetrating Radar for relocating utilities (for maintenance plans).	Linear Feet	\$2.35						\$	-
17	Collect data on location and surface condition of bridge approaches	Each	\$10.00						\$	-
18	Collect information on bridge deck condition (must include Activity # 20g)	Each	\$5.00						\$	-
19	Perform Parking Lot Pavement Condition Assessment (Thru-Travel Lanes) w/ Inventory, Attribute, & Geodatabase Development	Square Yard	\$0.15						\$	-

MSA #2022-063 Revised Attachment A per Amendment #1

Service Category #4: Electronic Products									
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				A	B	C=AxB
			Unit Base (\$)	Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-700 Lane Miles	Unit Cost (\$) 700+ Lane Miles	Total Units	Agreed Upon Cost (\$)/Unit
28	Roadway information that shall be collected and provided to the Participant at a minimum includes items a. through i. in Exhibit B	Lane Mile ¹			\$12	\$10	\$8		\$ -
29	Collect digital images at 25-foot intervals of the road surface condition and link to a geodatabase (minimum forward facing imagery).	Lane Mile ¹			\$13	\$10	\$8		\$ -
30	Load assessment data for all Participant-maintained pavements into a pavement management system required by local government Participant(s), if applicable. (Example: MicroPaver). The assessment data shall include visual observations, photographs and measurements collected by instrumentation. Cost includes base cost plus lane mile unit cost.	Each Participant	\$5,000		\$1	\$5	\$7		\$ -
31	Implement map module so that pavement condition and other data can be integrated, displayed, and accessed through the map interface in a format consistent with the Participant's horizontal and vertical control network system, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	\$7,000		\$1	\$5	\$10		\$ -
32	Provide to the Participant the pavement condition data in a pavement management system database approved by Participant. Coordinate with the Participant's IT department to provide pavement condition data in a format compatible with the Participant's Environmental Systems Research Institute (ESRI) GIS database, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	\$2,500		\$5	\$7	\$7		\$ -
33	Provide asset management tools or systems (not just collection) (i.e., 15-year plan about how to fix or repair assets). Cost includes base cost plus lane mile unit cost.	Each Participant	\$7,500		\$5	\$10	\$12		\$ -
Service Category #5: Pavement Structural Analysis									
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				A	B	C=AxB
			Unit Base (\$)	Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-700 Lane Miles	Unit Cost (\$) 700+ Lane Miles	Total Units	Agreed Upon Cost (\$)/Unit
34	Collect and analyze pavement structural condition information through the use of a falling weight deflectometer in accordance with industry standards on designated participant-owned roadways.	**							\$ -
35	Collect and analyze pavement structural condition information through the use of Ground Penetrating Radar (GPR) in accordance with industry standards on designated participant-owned roadways.	**							\$ -
36	Collect and analyze pavement structural condition information through the use of pavement cores in accordance with industry standards on designated participant-owned roadways (traffic control included) ²	**							\$ -
Service Category #6: GIS Related Services									
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				A	B	C=AxB
			Unit Base (\$)	Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-700 Lane Miles	Unit Cost (\$) 700+ Lane Miles	Total Units	Agreed Upon Cost (\$)/Unit
37	GIS Clean-Up Services	Each Participant	\$4,500						\$ -
38	GIS Support Services	Each Participant	\$4,500						\$ -
39	GIS Remote Training Sessions from GIS Manager/ Expert (2-Hour Sessions)	Each Participant	\$500						\$ -
Service Category #7: Value Added Services									
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				A	B	C=AxB
			Unit Base (\$)	Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-700 Lane Miles	Unit Cost (\$) 700+ Lane Miles	Total Units	Agreed Upon Cost (\$)/Unit
40	Full Written Final Report- Firm shall prepare and submit a written project report summarizing the work performed, dates of collection, methodology, and results.	Each Participant	\$10,000						\$ -
41	Project Presentation- Firm shall prepare and present a written project report summarizing the work performed, dates of collection, methodology, and results to the Participant's legislative body.	Each Participant	\$3,000						\$ -
42	Provide Curb Ramp and ADA/Barrier Free Ramp Compliance Survey	Each Participant	\$5,000						\$ -
43a	Stand-alone field operation for collection of asset inventory only, with different levels of position accuracy and abilities to use data for attribute registration and conditions. Cost includes base cost plus lane mile unit cost. a. Photogrammetry	Lane Mile ¹	\$6,500.00		\$123	\$105	\$95		\$ -
43b	Stand-alone field operation for collection of asset inventory only, with different levels of position accuracy and abilities to use data for attribute registration and conditions. Cost includes base cost plus lane mile unit cost. b. Mobile Lidar	Lane Mile ¹	\$4,000		\$173	\$160	\$147		\$ -

MSA #2022-063 Revised Attachment A per Amendment #1

44	Generic asset types, allowing for any item within line of sight of the collection vehicle. Asset types include items a. through d. in Exhibit B. Cost includes base cost plus lane mile unit cost.	Lane Mile ¹	\$4,500	\$130	\$115	\$100			\$ -
45	Provide consultancy services to develop linework in GIS for missing sidewalks in order to quantify and identify on a map	Hour	\$150						\$ -
ALT - 20a	Sign & Support Database Development	Lane Mile 1	\$75.00						\$ -
ALT - 20b	Markings & Striping Database Development	Lane Mile 1	\$70.00						\$ -
ALT - 20c	Traffic Signals/ Flashers and Controllers Database Development	Lane Mile 1	\$30.00						\$ -
ALT - 20d	Street Lights Database Development	Lane Mile 1	\$30.00						\$ -
ALT - 20e	Drop Inlets Database Development	Lane Mile 1	\$30.00						\$ -
ALT - 20f	Drivepads Database Development	Lane Mile 1	\$45.00						\$ -
ALT - 20g	Bridges Database Development	Lane Mile 1	\$30.00						\$ -
ALT - 20h	Speed Humps Database Development	Lane Mile 1	\$30.00						\$ -
ALT - 20i	Street Furniture Database Development	Lane Mile 1	\$40.00						\$ -
ALT - 20j	Cattle Guards Database Development	Lane Mile 1	\$25.00						\$ -
ALT - 20k	Guardrails & Roadside Pedestrian Fence Database Development	Lane Mile 1	\$35.00						\$ -
ALT - 20l	Culverts and Ditches Database Development	Lane Mile 1	\$80.00						\$ -
ALT - 20m	Cabinets Database Development	Lane Mile 1	\$30.00						\$ -
ALT - 20n	Utility Poles Database Development	Lane Mile 1	\$30.00						\$ -
ALT - 20o	Fire Hydrant Database Development	Lane Mile 1	\$25.00						\$ -
ALT - 20p	Medians Database Development	Lane Mile 1	\$60.00						\$ -
ALT - 20q	Valves Database Development	Lane Mile 1	\$25.00						\$ -
ALT - 20r	Manhole Covers Database Development	Lane Mile 1	\$25.00						\$ -
ALT - 20s	Trees Database Development	Lane Mile 1	\$100.00						\$ -
ALT - 20t	Catch Basins/ Drainage Inlets from Master Drainage Plan Database Development	Lane Mile 1	\$80.00						\$ -
ALT - 20u	Sidewalk Database Development	Lane Mile 1	\$50.00						\$ -
ALT - 20v	Curb & Gutter Database Development	Lane Mile 1	\$55.00						\$ -
							TOTAL		\$ -

¹ Lane mile is to be defined as a mile traveled as

1. A single pass on alleyways
2. A centered single pass on residential streets
3. Includes the outside lane in each direction for collectors and arterials (2 total).

²Spacing for pavement cores to be negotiated with each participant.

** The awarded Contractor(s) shall provide all necessary field inspectors, vehicles, tools, equipment, traffic control and other services required to perform this work. No engineering services are available under this contact. Any activities that Participant and/or Contractor deem to require the service(s) of an engineer must be procured separately and are the sole responsibility of that party."

Appendix B
DEBARMENT CERTIFICATION

I, Bart Williamson
(Name of certifying official)

being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither

Roadway Asset Services, LLC,
(Name of lower tier participant)

nor its principals are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

Not Applicable

Bart Williamson

Signature of Certifying Official
Chief Executive Officer

Title

04/15/2024

Date of Certification

Appendix C
RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: 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.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

Continued on Next Page

Appendix C.1

**LOBBYING CERTIFICATION
FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) 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.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This 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 Section 1352, Title 31, US Code. 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.



Signature

Chief Executive Officer

Title

Roadway Asset Services, LLC

Agency

4/15/2024

Date

Appendix D

ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

Continued on Next Page

Appendix D.1

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:



NAME OF AUTHORIZED PERSON:

Bart Williamson

NAME OF COMPANY:

Roadway Asset Services, LLC

DATE:

4/15/2024

-OR-

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

Appendix D.2

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that “discrimination against a firearm entity or firearm trade association” includes the following:

- A) means, with respect to the entity or association, to:
 - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

- B) An exception to this provision excludes the following:
 - I. contracts with a sole-source provider; or
 - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

SIGNATURE OF AUTHORIZED PERSON:



NAME OF AUTHORIZED PERSON:

Bart Williamson

NAME OF COMPANY:

Roadway Asset Services, LLC

DATE:

4/15/2024

-OR-

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

Appendix D.3

BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:



NAME OF AUTHORIZED PERSON:

Bart Williamson

NAME OF COMPANY:

Roadway Asset Services, LLC

DATE:

4/15/2024

-OR-

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:
