



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

## Regular Meeting of the Board of Directors

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9:00 a.m.

Wednesday, October 28, 2020

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

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*A live video stream of this meeting may be viewed on the internet at  
[www.mobilityauthority.com](http://www.mobilityauthority.com)*

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

## AGENDA

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

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1. Welcome and opportunity for public comment – See **Notes** at the end of this agenda.

### ***Consent Agenda***

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*See Notes at the end of this agenda.*

2. Approve the minutes from the September 30, 2020 Regular Board Meeting.
3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

4. Approve the annual compliance report for submittal to the Texas Department of Transportation as required by 43 Texas Administrative Code §26.65.

## **Regular Items**

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*Items to discuss, consider, and take appropriate action.*

5. Accept the financial statements through September 2020 and consider the quarterly budget update.
6. Discuss and consider amending the FY 2021 Operating Budget.
7. Discuss and consider taking action to authorize the Mobility Authority's staff and consultants to take such actions as may be necessary to apply for and negotiate the terms of a loan agreement with the United States Department of Transportation relating to the financing of System Improvements, including the 183A Phase III Project.
8. Discuss and consider modifying the annual toll rate escalation becoming effective on January 1, 2021.
9. Discuss and consider approving Work Authorization No. 1 under the First Amended and Restated Maintenance Contract with Kapsch TrafficCom USA Inc. for the renewal, replacement and upgrade of various equipment on the Mobility Authority's Toll Collection System.
10. Discuss and consider approving Amendment No. 1 to the Professional Engineering Design Services contract with Rodriguez Transportation Group Inc. for construction phase services on the 183A Phase III Project.
11. Discuss and consider awarding a contract for construction engineering and inspection services on the 183A Phase III Project.

## **Briefings and Reports**

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

12. Quarterly report on projects under construction:
  - A. Bergstrom Expressway (183 South) Project
  - B. Manor Expressway (290E Phase III) Project
13. Executive Director Board Report.
  - A. Update on 183A Phase III financing

- B. Update on 290E Phase IV advanced development activity
- C. Upcoming 87<sup>th</sup> Regular Legislative Session

## **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:*

- 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.**

## **Regular Items**

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*Items to discuss, consider, and take appropriate action.*

- 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 must register in advance and provide the speaker's name, address, phone number and email, as well as the agenda item number and whether you wish to speak during the public comment period or during the agenda item. If a speaker's topic is not listed on this agenda, the Board may not deliberate the speaker's topic or question the speaker during the open comment period, but may direct staff to investigate the matter or propose that an item be placed on a subsequent agenda for deliberation and possible action by the Board. The Board may not deliberate or act on an item that is not listed on this agenda.

**Consent Agenda.** The Consent Agenda includes routine or recurring items for Board action with a single vote. The Chairman or any Board Member may defer action on a Consent Agenda item for discussion and consideration by the Board with the other Regular Items.

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

*Mobility Authority Board Meeting Agenda  
Wednesday, October 28, 2020*

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

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

**Español.** Si desea recibir asistencia gratuita para traducir esta información, llame al (512) 996-9778.

**Participation by Telephone Conference Call.** One or more members of the Board of Directors may participate in this meeting through a telephone conference call, as authorized by Sec. 370.262, Texas Transportation Code (*see below*). Under that law, each part of the telephone conference call meeting law must be open to the public, shall be audible to the public at the meeting location, and will be tape-recorded. On conclusion of the meeting, the tape recording of the meeting will be made available to the public.

Sec. 370.262. MEETINGS BY TELEPHONE CONFERENCE CALL.

(a) Chapter 551, Government Code, does not prohibit any open or closed meeting of the board, a committee of the board, or the staff, or any combination of the board or staff, from being held by telephone conference call. The board may hold an open or closed meeting by telephone conference call subject to the requirements of Sections 551.125(c)-(f), Government Code, but is not subject to the requirements of Subsection (b) of that section.

(b) A telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(c) Notice of a telephone conference call meeting that by law must be open to the public must specify the location of the meeting. The location must be a conference room of the authority or other facility in a county of the authority that is accessible to the public.

(d) Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the location specified in the notice and shall be tape-recorded or documented by written minutes. On conclusion of the meeting, the tape recording or the written minutes of the meeting shall be made available to the public.

Sec. 551.125. OTHER GOVERNMENTAL BODY. (a) Except as otherwise provided by this subchapter, this chapter does not prohibit a governmental body from holding an open or closed meeting by telephone conference call.

~~(b) A meeting held by telephone conference call may be held only if:~~

~~(1) an emergency or public necessity exists within the meaning of Section 551.045 of this chapter; and~~

~~(2) the convening at one location of a quorum of the governmental body is difficult or impossible; or~~

~~(3) the meeting is held by an advisory board.~~

(c) The telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(d) The notice of the telephone conference call meeting must specify as the location of the meeting the location where meetings of the governmental body are usually held.

(e) Each part of the telephone conference call meeting that is required to be open to the public shall be audible to the public at the location specified in the notice of the meeting as the location of the meeting and shall be tape-recorded. The tape recording shall be made available to the public.

(f) The location designated in the notice as the location of the meeting shall provide two-way communication during the entire telephone conference call meeting and the identification of each party to the telephone conference shall be clearly stated prior to speaking.

**Español.** Si desea recibir asistencia gratuita para traducir esta información, llame al (512) 996-9778.





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 28, 2020  
**AGENDA ITEM #1**

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Welcome and opportunity for  
public comment

Welcome and opportunity for public comment.

Board Action Required: No



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 28, 2020  
**AGENDA ITEM #2**

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Approve the minutes from the  
September 30, 2020 Regular Board Meeting

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

Summary:

Approve the attached draft minutes for the September 30, 2020 Regular Board Meeting.

Backup provided: Draft minutes, September 30, 2020 Regular Board Meeting

## MINUTES

### Regular Meeting of the Board of

### Directors of the

### CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, September 30, 2020

9:00 a.m.

This was a video conference meeting. Notice of the meeting was posted September 25, 2020 online on the website of the Mobility Authority and in the Mobility Authority's office lobby at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Chairman Jenkins was present at the Lebermann Board room and on the video conference meeting were Vice Chair Meade, Board Members David Singleton, David Armbrust, Mark Ayotte, John Langmore and Mike Doss.

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

<https://mobilityauthority.swagit.com/play/09302020-568>

After noting that a quorum of the Board was present, Chairman Jenkins called the meeting to order at 9:04 a.m. and had each Board Member who attended via video conference state their name for the record and confirm that they could both hear and be heard by all other attendees that were present in-person or live streaming.

1. Welcome and opportunity for public comment.

Video of 45SW featured on The Daytripper with Chet Garner was shown to the Board.

2. **Audit Committee Meeting:**

Chairman Jenkins recessed the regular meeting of the Board of Directors and David Singleton, Chairman of the Audit Committee, called the Audit Committee Meeting to order at 9:11 a.m.

- A. Audit Committee meeting called to order by Committee Chairman Singleton.
- B. Mary Temple, Controller introduced auditors Joel Perez, Partner and Tino Robledo, Senior Manager with RSM US, LLP.

Joel Perez, Partner, RSM US, LLP presented the Fiscal Year 2020 Audit Reports and Tino Robledo, Senior Manager with RSM US, LLP presented on the required communication portion of the Fiscal Year 2020 Audit.

- C. Discuss, consider, and take appropriate action to accept the Fiscal Year 2020 Audit Reports.

Following the Board discussion, Audit Committee Chairman Singleton entertained a motion to accept the Fiscal Year 2020 Audit Reports.

**MOTION:** Accept the Fiscal Year 2020 Audit Reports.

**RESULT:** Approved (Unanimous); 7-0

**MOTION:** John Langmore

**SECONDED BY:** Mike Doss

**AYE:** Armbrust, Ayotte, Doss, Jenkins, Langmore, Meade, Singleton

**NAY:** None.

**ADOPTED AS:** **RESOLUTION NO. 20-055**

- D. Adjourn Audit Committee.

David Singleton adjourned the Audit Committee and Chairman Jenkins reconvened the regular meeting of the Board of Directors 9:26 a.m.

### **Consent Agenda**

- 3. Approve the minutes from the August 26, 2020 Regular Board Meeting.
- 4. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

**ADOPTED AS:** **RESOLUTION NO. 20-056**

**MOTION:** Approve Item Nos. 3 and 4 under the consent agenda

**RESULT:** Approved 7-0;

**MOTION:** Mark Ayotte

**SECONDED BY:** David Singleton

**AYE:** Armbrust, Ayotte, Doss, Jenkins, Langmore, Meade, Singleton

**NAY:** None.

## Regular Items

5. Accept the financial statements thru August 2020 and consider the monthly budget update.

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

**MOTION:** Accept the financial statements thru August 2020.

**RESULT:** Approved (Unanimous); 7-0

**MOTION:** John Langmore

**SECONDED BY:** David Singleton

**AYE:** Armbrust, Ayotte, Doss, Jenkins, Langmore, Meade, Singleton

**NAY:** None.

**ADOPTED AS:** **RESOLUTION NO. 20-057**

With no objection from the Board, Chairman Jenkins announced items 6, 7, and 8 would be combined for a single vote.

Presentation of Items 6, 7 and 8 by Bill Chapman, Chief Financial Officer.

**MOTION:** Approve the contracts described in Item Nos. 6, 7, and 8.

**RESULT:** Approved (Unanimous); 7-0

**MOTION:** Mike Doss

**SECONDED BY:** David Singleton

**AYE:** Armbrust, Ayotte, Doss, Jenkins, Langmore, Meade, Singleton

**NAY:** None.

6. Discuss and consider approving a contract with Stantec Consulting Services, Inc. for traffic and revenue engineering services.

**ADOPTED AS:** **RESOLUTION NO. 20-058**

7. Discuss and consider approving a contract with CDM Smith, Inc. for traffic and revenue engineering services.

**ADOPTED AS:** **RESOLUTION NO. 20-059**

8. Discuss and consider approving a contract with C&M Associates, Inc. for traffic and revenue engineering services.

**ADOPTED AS: RESOLUTION NO. 20-060**

9. Discuss and consider authorizing the issuance, sale and delivery of Central Texas Regional Mobility Authority Senior Lien Revenue Bonds, Subordinate Lien Revenue Bond Anticipation Notes, and Subordinate Lien Refunding Bonds, in accordance with specified parameters for improvements to the CTRMA System, including the 183A Phase III Project, and the refunding of certain outstanding Obligations.

Presentation by Bill Chapman, Chief Financial Officer.

**MOTION:** Approve authorizing the issuance, sale and delivery of Central Texas Regional Mobility Authority Senior Lien Revenue Bonds, Subordinate Lien Revenue Bond Anticipation Notes, and Subordinate Lien Refunding Bonds, in accordance with specified parameters for improvements to the CTRMA System, including the 183A Phase III Project, and the refunding of certain outstanding Obligations.

**RESULT:** Approved (Unanimous); 7-0

**MOTION:** Nikelle Meade

**SECONDED BY:** John Langmore

**AYE:** Armbrust, Ayotte, Doss, Jenkins, Langmore, Meade, Singleton

**NAY:** None.

**ADOPTED AS: RESOLUTION NO. 20-061**

10. Discuss and consider approving a Project Development Agreement with the Texas Department of Transportation for the 183A Phase III Project.

Presentation by Justin Word, P.E., Director of Engineering.

**MOTION:** Approve a Project Development Agreement with the Texas Department of Transportation for the 183A Phase III Project.

**RESULT:** Approved (Unanimous); 7-0

**MOTION:** Mark Ayotte

**SECONDED BY:** Mike Doss

**AYE:** Armbrust, Ayotte, Doss, Jenkins, Langmore, Meade, Singleton

**NAY:** None.

**ADOPTED AS: RESOLUTION NO. 20-062**

- 11.** Discuss and consider awarding a construction contract for the 183A Phase III Project.

Presentation by Justin Word, P.E., Director of Engineering.

**MOTION:** Award a construction contract for the 183A Phase III Project to the Lane Construction Corporation.

**RESULT:** Approved (Unanimous); 7-0

**MOTION:** David Singleton

**SECONDED BY:** Mark Ayotte

**AYE:** Armbrust, Ayotte, Doss, Jenkins, Langmore, Meade, Singleton

**NAY:** None.

**ADOPTED AS: RESOLUTION NO. 20-063**

- 12.** Discuss and consider approving Work Authorization No. 1 with Cofiroute USA, LLC for the automation of the Habitual Violator Program.

Presentation by Jeff Dailey, Deputy Executive Director.

**MOTION:** Approve Work Authorization No. 1 with Cofiroute USA, LLC for the automation of the Habitual Violator Program

**RESULT:** Approved (Unanimous); 7-0

**MOTION:** Mark Ayotte

**SECONDED BY:** Nikelle Meade

**AYE:** Armbrust, Ayotte, Doss, Jenkins, Langmore, Meade, Singleton

**NAY:** None.

**ADOPTED AS: RESOLUTION NO. 20-064**

- 13.** Authorize negotiation and execution of a contract to purchase each of the following described parcels or property interests for the 183A Phase III Project:

- A. Parcel 3E of the 183A Phase III Project, a temporary construction easement of 996 square feet and a permanent waterline easement taking of 20,500 square feet from a 11.34-acre parcel of real estate, owned by Tiny Foster, and located at 1880 Hwy 183, Leander, TX 78641.

Presentation by Geoff Petrov, General Counsel.

**MOTION:** Authorize the Executive Director to execute an agreement in an amount not to exceed \$54,578.00 for a temporary construction easement of 996 square feet and a permanent waterline easement taking of 20,500 square feet from a 11.34-acre parcel of real estate, **owned by Tiny Foster**, and located at 1880 Hwy 183, Leander, TX 78641 for public use related to the expansion, construction, operation, and maintenance of 183A Phase III Project, a state highway project, by adopting the resolution presented to the board by staff.

**RESULT:** Approved (Unanimous); 7-0  
**MOTION:** Nikelle Meade  
**SECONDED BY:** David Singleton  
**AYE:** Armbrust, Ayotte, Doss, Jenkins, Langmore, Meade, Singleton  
**NAY:** None.

**ADOPTED AS:** **RESOLUTION NO. 20-065**

### **Briefings and Reports**

**14.** Presentation regarding TxDOT/TxTag back office transition.

Presentation by Mike Heiligenstein, Executive Director, Jeff Dailey, Deputy Executive Director, and Richard Nelson, TxDOT Toll Operations Division Director.

**15.** Executive Director Report.

Presentation by Mike Heiligenstein, Executive Director

- A. Key findings of CTRMA travel behavior survey
- B. Effect of COVID-19 on agency operations
- C. 183 North procurement update
- D. 183 South schedule update
- E. Annual toll rate adjustments



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

Chairman Jenkins announced in open session at 11:09 a.m. that the Board would recess the meeting and reconvene in Executive Session to deliberate the following items:

- 16.** Discuss the acquisition of one or more parcels or interests in real property needed for the 183A Phase III Project and related issues, pursuant to §551.072 (Deliberation Regarding Real Property) and §551.071 (Consultation with Attorney).
- 17.** 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).
- 18.** Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
- 19.** Discuss personnel matters as authorized by §551.074 (Personnel Matters).

After completing the executive session, the Board reconvened in open meeting at 12:05 a.m.

### **Regular Items**

After confirming that no member of the public wished to address the Board, Chairman Jenkins declared the meeting adjourned at 12:06 p.m.

- 20.** Adjourn.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 28, 2020  
**AGENDA ITEM #3**

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

Strategic Plan Relevance:	Regional Mobility
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	Not applicable
Funding Source:	Not applicable
Action Requested:	Consider and act on draft resolution

Summary:

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

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

**Current Action:** State law states that persons deemed to be habitual violators may also be prohibited from use of the Mobility Authority's toll facilities by order of the Board of Directors. Habitual violator customers operating a vehicle in violation of a ban are subject to a Class C misdemeanor with a fine up to \$500. A second or subsequent occurrence may result in impoundment of the vehicle. Similar to registration blocks, vehicle bans remain in effect until all outstanding amounts owed to the Authority have been resolved or the customer is no longer deemed a habitual violator.

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

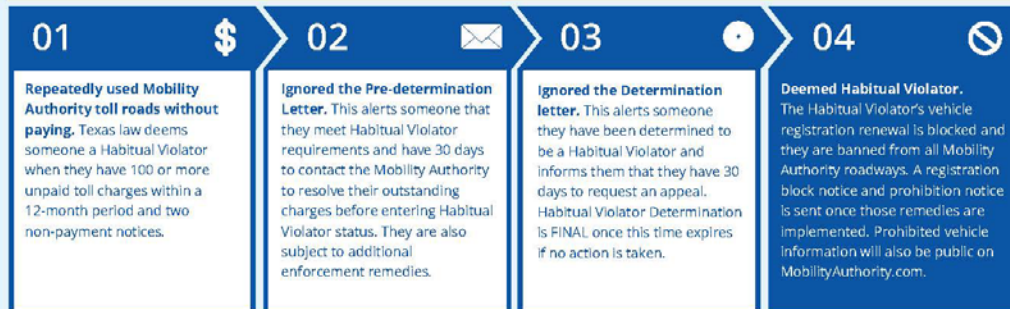
Therefore, staff recommends that the Board of Directors approve the order prohibiting certain vehicles from use of the Authority's toll facilities. Following the Board's approval of this order, a Notice of Prohibition will be mailed by first class mail advising of the ban, consequences if the ban is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

**Financing:** Not applicable

**Backup Provided:** Habitual Violator Vehicle Ban FAQs  
Draft Resolution



## Habitual Violator Process



### Who is a Habitual Violator?

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

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

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

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

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

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

Learn more about the Habitual Violator Enforcement Program at [MobilityAuthority.com](http://MobilityAuthority.com)



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

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

**Why is the Mobility Authority pursuing enforcement remedies?**

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

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

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

**Can someone dispute a toll bill?**

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

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

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

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

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

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

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

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

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

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

**RESOLUTION NO. 20-0XX**

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective October 28, 2020; and

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

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of October 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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

**Exhibit A**

**LIST OF PROHIBITED VEHICLES**

(To be provided at the Board Meeting)





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 28, 2020  
**AGENDA ITEM #4**

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Approve the annual compliance report for  
submittal to the Texas Department of  
Transportation as required by 43 Texas  
Administration Code §26.65

Strategic Plan Relevance: Regional Mobility  
Department: Finance  
Contact: Bill Chapman, Chief Financial Officer  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Consider and take such action as necessary

**Background** - Pursuant to 43 Texas Administrative Code §26.65, the Mobility Authority is required to submit a report to TxDOT confirming that the Mobility Authority has complied with all the responsibilities it is required to perform under Texas Administrative Code, Title 43, Chapter 26, Subchapter G. The compliance report must be in the form prescribed by TxDOT, approved by official action of the Board of Directors, and certified as correct by the Executive Director.

**Action Requested/Staff Recommendation** - Staff recommends approving the attached resolution.

Backup Provided: Draft Resolution  
Compliance Report

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

**RESOLUTION NO. 20-0XX**

**APPROVING THE ANNUAL COMPLIANCE REPORT  
REQUIRED BY 43 TEX. ADMIN. CODE § 26.65.**

WHEREAS, the Texas Transportation Commission has adopted rules codified at Title 43, Chapter 26, Subchapter G of the Texas Administrative Code (TAC) that require regional mobility authorities to file certain reports and conduct certain audits, as specified therein; and

WHEREAS, pursuant to 43 TAC § 26.65(a), the Central Texas Regional Mobility Authority (Mobility Authority) is required to file a report with the Texas Department of Transportation (TxDOT) confirming that the Mobility Authority has complied with all the duties it is required to perform under Title 43, Chapter 26, Subchapter G of the Texas Administrative Code; and

WHEREAS, the Executive Director has prepared a compliance report containing the information in the form required by 43 TAC § 26.65(a) which is attached hereto as Exhibit A; and

WHEREAS, the compliance report must be approved by the Board prior to submission to TxDOT; and

WHEREAS, the Executive Director certifies to the Board that the information contained in the compliance report attached hereto as Exhibit A is true and correct.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the compliance report in the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Board directs the Executive Director to perform all actions necessary to submit the compliance report to the Texas Department of Transportation in accordance with 43 TAC § 26.65(a).

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of October 2020.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Geoffrey Petrov, General Counsel

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

**Exhibit A**

**Central Texas Regional Mobility Authority**  
**Compliance Report**

Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G  
§26.65(a) Annual Reports to the Commission

Compliance Rule	Compliance Statement	Certification
<i>Rule §26.61 Written Reports:</i>		
The annual operating and capital budgets adopted by the RMA year.	The Mobility Authority submits copies of the annual operating and capital budget adopted for the Fiscal Year 2021 beginning July 1, 2020, to Travis County and Williamson County.	The Board of Directors approved the FY 2021 Budget by Resolution No. 20-037 enacted on June 24, 2020.
Any annual financial information and notices of material events required to be disclosed under Rule 15c2-12 of the SEC.	No financial information or notices are required to be disclosed; not applicable.	
To the extent not disclosed in another report required in this compliance report, a statement of any surplus revenue held by the RMA and a summary of how it intends to use the surplus revenue.	The Mobility Authority did not hold any "surplus revenue" in FY 2020, as that term is defined by §370.003(12) of the Transportation Code.	
An independent auditor's review of the reports of investment transactions prepared under Government Code, §2256.023.	Included as part of the FY 2020 annual audit. See certification below.	Included as part of the FY 2020 annual audit. See certification below.
<i>Rule §26.62 Annual Audit:</i>		
The RMA shall maintain its books and records in accordance with generally accepted accounting principles in the United States and shall have an annual financial and compliance audit of such books and records.	The Mobility Authority received an unmodified opinion for FY 2020 from an independent certified public accountant.	The FY 2020 annual audit was accepted by the Board of Directors (acting through its Audit Committee) by resolution 20-055 enacted September 30, 2020.
The annual audit shall be submitted to each county or city that is a part of the RMA within 120 days after the end of the fiscal year, and conducted by an independent certified public accountant.	The Mobility Authority submitted electronic copies of the FY 2020 annual audit to Travis County and Williamson County.	The Mobility Authority provided to Travis County and Williamson County an electronic copy of the FY 2020 audit accepted by resolution on October 1, 2020.
All work papers and reports shall be retained for a minimum of four years from the date of the audit.	Work papers and reports are and will be retained for a minimum of four years.	

<i>Rule §26.63 Other Reports to Counties and Cities:</i>		
Provide other reports and information regarding its activities promptly when requested by the counties or cities.	The Mobility Authority promptly provides reports and information regarding its activities when requested by Travis County or Williamson County. There is no city that is a part of the Central Texas Regional Mobility Authority.	
<i>Rule §26.64 Operating Records:</i>		
The Department will have access to all operating and financial records of the RMA. The executive director will provide notification if access is desired by the department.	The Mobility Authority will provide the Texas Department of Transportation access to all its operating and financial records when requested by the Department's executive director.	



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 28, 2020  
**AGENDA ITEM #5**

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Accept the financial statements  
through September 2020 and consider the  
quarterly budget update

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

**Summary:**

Presentation and acceptance of the monthly financial statements through September 2020. Presentation and discussion of the Quarterly Budget Report

Backup provided: Draft Resolution  
Draft financial statements through September 2020  
Quarterly Budget Report – July through September 2020

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

**RESOLUTION NO. 20-XXX**

**ACCEPTING THE FINANCIAL STATEMENTS THROUGH SEPTEMBER 2020**

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;

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of September 2020, and has caused financial statements to be prepared and attached to this resolution as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the financial statements through September 2020, attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of October 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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

**Exhibit A**



**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending September 30, 2020**

	Budget Amount FY 2021	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>REVENUE</b>				
<b>Operating Revenue</b>				
Toll Revenue - Tags	87,282,802	17,147,694	19.65%	22,875,805
Video Tolls	23,301,118	5,067,979	21.75%	5,705,082
Fee Revenue	8,342,080	2,617,325	31.37%	2,242,164
<b>Total Operating Revenue</b>	<b>118,926,000</b>	<b>24,832,998</b>	<b>20.88%</b>	<b>30,823,051</b>
<b>Other Revenue</b>				
Interest Income	2,500,000	220,800	8.83%	1,536,342
Grant Revenue	3,000,000	380,990	12.70%	19,218
Misc Revenue	3,000	-	-	-
Gain/Loss on Sale of Asset	-	-	-	11,117
<b>Total Other Revenue</b>	<b>5,503,000</b>	<b>601,790</b>	<b>10.94%</b>	<b>1,566,677</b>
<b>TOTAL REVENUE</b>	<b>\$124,429,000</b>	<b>\$25,434,788</b>	<b>20.44%</b>	<b>32,389,728</b>
<b>EXPENSES</b>				
<b>Salaries and Benefits</b>				
Salary Expense-Regular	4,773,694	1,002,025	20.99%	947,455
Salary Reserve	80,000	-	-	-
TCDRS	675,000	144,061	21.34%	130,996
FICA	221,877	42,072	18.96%	35,508
FICA MED	72,321	15,089	20.86%	13,727
Health Insurance Expense	513,812	120,362	23.43%	98,312
Life Insurance Expense	8,138	1,204	14.79%	979
Auto Allowance Expense	10,200	2,125	20.83%	2,125
Other Benefits	213,038	29,239	13.72%	27,196
Unemployment Taxes	4,608	161	3.49%	-
<b>Total Salaries and Benefits</b>	<b>6,572,687</b>	<b>1,356,339</b>	<b>20.64%</b>	<b>1,256,297</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending September 30, 2020**

	Budget Amount FY 2021	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Administrative</b>				
<b>Administrative and Office Expenses</b>				
Accounting	8,000	2,165	27.06%	1,855
Auditing	115,000	91,475	79.54%	28,000
Human Resources	52,000	803	1.54%	336
IT Services	242,000	66,107	27.32%	13,626
Internet	450	-	-	36
Software Licenses	347,000	33,572	9.67%	15,957
Cell Phones	24,185	2,651	10.96%	2,621
Local Telephone Service	95,000	22,201	23.37%	855
Overnight Delivery Services	350	-	-	47
Local Delivery Services	50	12	24.56%	-
Copy Machine	15,264	3,816	25.00%	2,544
Repair & Maintenance-General	12,000	175	1.46%	3,910
Meeting Facilities	5,000	-	-	-
Meeting Expense	14,750	734	4.98%	4,134
Toll Tag Expense	3,050	750	24.59%	700
Parking / Local Ride Share	2,900	-	-	429
Mileage Reimbursement	6,800	51	0.76%	709
Insurance Expense	450,998	103,298	22.90%	46,278
Rent Expense	570,000	140,688	24.68%	139,416
Building Parking	11,000	-	-	4,356
Legal Services	591,000	36,481	6.17%	7,856
<b>Total Administrative and Office Expenses</b>	<b>2,566,797</b>	<b>504,980</b>	<b>19.67%</b>	<b>273,664</b>
<b>Office Supplies</b>				
Books & Publications	4,750	839	17.66%	-
Office Supplies	9,500	2,152	22.66%	2,196
Misc Office Equipment	6,750	101	1.50%	2,783
Computer Supplies	36,350	24,328	66.93%	1,223
Copy Supplies	1,500	55	3.65%	565
Other Reports-Printing	8,000	-	-	-
Office Supplies-Printed	3,100	-	-	1,399
Postage Expense	1,150	120	10.42%	112
<b>Total Office Supplies</b>	<b>71,100</b>	<b>27,595</b>	<b>38.81%</b>	<b>8,278</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending September 30, 2020**

	Budget Amount FY 2021	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Communications and Public Relations</b>				
Graphic Design Services	20,000	-	-	-
Website Maintenance	50,000	4,876	9.75%	2,229
Research Services	115,000	30,671	26.67%	12,660
Communications and Marketing	125,000	32,954	26.36%	24,046
Advertising Expense	150,000	104,773	69.85%	74,929
Direct Mail	5,000	-	-	-
Video Production	10,000	8,820	88.20%	-
Photography	5,000	-	-	(269)
Radio	-	-	-	3,480
Other Public Relations	55,000	-	-	-
Promotional Items	-	945	-	3,485
Annual Report printing	6,500	553	8.51%	-
Direct Mail Printing	30,000	285	0.95%	-
Other Communication Expenses	33,000	690	2.09%	966
<b>Total Communications and Public Relations</b>	<b>604,500</b>	<b>184,567</b>	<b>30.53%</b>	<b>121,526</b>
<b>Employee Development</b>				
Subscriptions	2,873	1,101	38.31%	414
Agency Memberships	60,980	950	1.56%	1,196
Continuing Education	9,200	275	2.99%	1,130
Professional Development	7,000	-	-	155
Other Licenses	1,250	80	6.40%	80
Seminars and Conferences	38,500	(6,635)	-17.23%	5,064
Travel	-	(154)	-	41,391
<b>Total Employee Development</b>	<b>119,803</b>	<b>(4,383)</b>	<b>-3.66%</b>	<b>49,430</b>
<b>Financing and Banking Fees</b>				
Trustee Fees	48,000	3,763	7.84%	7,263
Bank Fee Expense	2,000	133	6.63%	255
Continuing Disclosure	4,000	-	-	-
Arbitrage Rebate Calculation	10,000	-	-	9,250
Rating Agency Expense	24,000	17,000	70.83%	16,500
<b>Total Financing and Banking Fees</b>	<b>88,000</b>	<b>20,895</b>	<b>23.74%</b>	<b>33,267</b>
<b>Total Administrative</b>	<b>3,450,200</b>	<b>733,653</b>	<b>21.26%</b>	<b>486,165</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending September 30, 2020**

	Budget Amount FY 2021	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Operations and Maintenance</b>				
<b>Operations and Maintenance Consulting</b>				
GEC-Trust Indenture Support	350,129	262,229	74.89%	16,599
GEC-Financial Planning Support	209,410	44,649	21.32%	6,457
GEC-Toll Ops Support	800,000	70,393	8.80%	28,535
GEC-Roadway Ops Support	682,969	170,974	25.03%	35,987
GEC-Technology Support	741,461	479,203	64.63%	235,420
GEC-Public Information Support	100,000	2,273	2.27%	21,719
GEC-General Support	1,158,085	146,995	12.69%	88,934
General System Consultant	1,082,515	60,121	5.55%	80,013
Traffic Modeling	50,000	32,417	64.83%	-
Traffic and Revenue Consultant	150,000	43,728	29.15%	86,538
<b>Total Operations and Maintenance Consulting</b>	<b>5,324,569</b>	<b>1,312,983</b>	<b>24.66%</b>	<b>600,202</b>
<b>Roadway Operations and Maintenance</b>				
Roadway Maintenance	3,963,810	1,078,280	27.20%	624,213
Landscape Maintenance	2,665,410	-	-	-
Signal & Illumination Maint	50,000	-	-	-
Maintenance Supplies-Roadway	250,000	-	-	-
Tools & Equipment Expense	1,500	2,312	154.11%	459
Gasoline	30,500	2,595	8.51%	3,774
Repair & Maintenance - Vehicles	11,000	1,784	16.22%	1,950
Natural Gas	-	617	-	-
Electricity - Roadways	250,000	34,939	13.98%	41,273
<b>Total Roadway Operations and Maintenance</b>	<b>7,222,220</b>	<b>1,120,527</b>	<b>15.51%</b>	<b>671,669</b>
<b>Toll Processing and Collection Expense</b>				
Image Processing	1,200,000	283,382	23.62%	146,202
Tag Collection Fees	3,611,638	1,365,382	37.81%	1,708,394
Court Enforcement Costs	1,478,362	-	-	-
DMV Lookup Fees	1,000	-	-	89
<b>Total Processing and Collection Expense</b>	<b>6,291,000</b>	<b>1,648,764</b>	<b>26.21%</b>	<b>1,854,685</b>

**Central Texas Regional Mobility Authority  
Income Statement  
For the Period Ending September 30, 2020**

	Budget Amount FY 2021	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Toll Operations Expense</b>				
Generator Fuel	3,000	-	-	108
Fire and Burglar Alarm	500	123	24.67%	123
Refuse	2,400	470	19.56%	512
Telecommunications	-	-	-	16,597
Water - Irrigation	7,500	835	11.13%	1,409
Electricity	500	106	21.23%	59
ETC spare parts expense	50,000	-	-	-
Law Enforcement	300,000	52,768	17.59%	-
ETC Maintenance Contract	4,191,000	704,980	16.82%	170,807
ETC Toll Management Center System Operation	534,000	93,187	17.45%	-
ETC Development	1,250,000	481,505	38.52%	183,050
ETC Testing	200,000	1,427	0.71%	-
<b>Total Toll Operations Expense</b>	<b>6,538,900</b>	<b>1,335,401</b>	<b>20.42%</b>	<b>372,666</b>
<b>Total Operations and Maintenance</b>	<b>25,376,689</b>	<b>5,417,675</b>	<b>21.35%</b>	<b>3,499,222</b>
<b>Other Expenses</b>				
<b>Special Projects and Contingencies</b>				
HERO	148,000	12,319	8.32%	24,638
Special Projects	-	28,662	-	8,655
71 Express Net Revenue Payment	2,300,000	751,833	32.69%	1,145,572
Technology Initiatives	125,000	39,295	31.44%	10,904
Other Contractual Svcs	220,000	143,202	65.09%	15,500
Contingency	750,000	-	-	-
<b>Total Special Projects and Contingencies</b>	<b>3,543,000</b>	<b>975,311</b>	<b>27.53%</b>	<b>1,205,269</b>

**Central Texas Regional Mobility Authority  
Income Statement  
For the Period Ending September 30, 2020**

	Budget Amount FY 2021	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Non Cash Expenses</b>				
Amortization Expense	1,000,000	226,250	22.62%	203,125
Amort Expense - Refund Savings	1,050,000	264,454	25.19%	262,492
Dep Exp - Furniture & Fixtures	2,620	653	24.94%	653
Dep Expense - Equipment	59,000	625	1.06%	42,218
Dep Expense - Autos & Trucks	30,000	10,793	35.98%	7,436
Dep Expense - Building & Toll Fac	176,800	44,187	24.99%	44,187
Dep Expense - Highways & Bridges	40,000,000	8,696,084	21.74%	7,403,513
Dep Expense - Toll Equipment	4,000,000	914,458	22.86%	845,890
Dep Expense - Signs	800,000	254,143	31.77%	85,483
Dep Expense - Land Improvements	985,000	221,234	22.46%	294,978
Depreciation Expense - Computers	75,000	49,048	65.40%	3,016
Undevelopable Projects	-	4,468,748	-	-
<b>Total Non Cash Expenses</b>	<b>48,178,420</b>	<b>15,150,676</b>	<b>31.45%</b>	<b>9,192,992</b>
<b>Total Other Expenses</b>	<b>51,721,420</b>	<b>16,125,986</b>	<b>31.18%</b>	<b>10,398,261</b>
<b>Non Operating Expenses</b>				
Bond Issuance Expense	2,000,000	1,564,071	78.20%	56,688
Loan Fee Expense	50,000	-	-	-
Interest Expense	42,091,626	9,277,532	22.04%	9,620,868
Community Initiatives	65,000	22,050	33.92%	7,000
<b>Total Non Operating Expenses</b>	<b>44,206,626</b>	<b>10,863,654</b>	<b>24.57%</b>	<b>9,684,556</b>
<b>TOTAL EXPENSES</b>	<b>\$131,327,621</b>	<b>\$34,497,306</b>	<b>26.27%</b>	<b>\$25,324,501</b>
<b>Net Income</b>	<b>(\$6,898,621)</b>	<b>(\$9,062,518)</b>		<b>7,065,227</b>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of September 30, 2020**

	as of 09/30/2020		as of 09/30/2019	
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Cash</b>				
Regions Operating Account	\$ 377,030		\$ 470,169	
Cash in TexStar	240,101		336,876	
Regions Payroll Account	65,314		62,756	
<b>Restricted Cash</b>				
Goldman Sachs FSGF 465	147,181,793		229,998,834	
Restricted Cash - TexSTAR	271,063,725		274,839,525	
Overpayments account	719,478		450,387	
<b>Total Cash and Cash Equivalents</b>		<u>419,647,440</u>		<u>506,158,548</u>
<b>Accounts Receivable</b>				
Accounts Receivable	2,770,089		2,776,451	
Due From Other Agencies	53,287		51,928	
Due From TTA	637,078		1,204,072	
Due From NTTA	788,468		880,517	
Due From HCTRA	985,807		1,186,803	
Due From TxDOT	339,436		407,700	
Interest Receivable	97,930		263,555	
<b>Total Receivables</b>		<u>5,672,094</u>		<u>6,771,026</u>
<b>Short Term Investments</b>				
Treasuries	-		59,710,290	
Agencies	-		30,059,849	
<b>Total Short Term Investments</b>		<u>-</u>		<u>89,770,138</u>
<b>Total Current Assets</b>		<u>425,319,533</u>		<u>602,699,712</u>
<b>Total Construction in Progress</b>		651,494,530		669,127,523
<b>Fixed Assets (Net of Depreciation and Amortization)</b>				
Computers	429,904		17,883	
Computer Software	3,158,136		3,235,420	
Furniture and Fixtures	6,752		9,366	
Equipment	3,999		7,304	
Autos and Trucks	62,626		59,718	
Buildings and Toll Facilities	4,726,327		4,903,075	
Highways and Bridges	1,184,790,380		1,019,792,961	
Toll Equipment	21,958,790		18,929,921	
Signs	12,810,432		10,429,831	
Land Improvements	7,747,903		8,632,837	
Right of way	88,149,606		88,149,606	
Leasehold Improvements	125,461		171,604	
<b>Total Fixed Assets</b>		<u>1,323,970,317</u>		<u>1,154,339,527</u>
<b>Other Assets</b>				
Intangible Assets-Net	129,462,668		102,155,345	
2005 Bond Insurance Costs	3,807,564		4,021,072	
Prepaid Insurance	154,377		154,377	
Deferred Outflows (pension related)	198,767		866,997	
Pension Asset	896,834		177,226	
<b>Total Other Assets</b>		<u>134,520,210</u>		<u>107,375,017</u>
<b>Total Assets</b>		<u><u>\$ 2,535,304,590</u></u>		<u><u>\$ 2,533,541,779</u></u>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of September 30, 2020**

	as of 09/30/2020	as of 09/30/2019
<b>LIABILITIES</b>		
<b>Current Liabilities</b>		
Accounts Payable	\$ 8,720,107	\$ 614,528
Construction Payable	20,518,109	24,648,343
Overpayments	722,663	453,499
Interest Payable	13,247,676	13,840,976
Due to other Funds	1,687,633	-
TCDRS Payable	68,987	65,907
Due to other Agencies	3,033	4,120,821
Due to TTA	413,847	1,188,737
Due to NTTA	57,571	181,655
Due to HCTRA	73,254	171,246
Due to Other Entities	1,995,719	(149,109)
71E TxDOT Obligation - ST	2,020,433	2,868,712
<b>Total Current Liabilities</b>	<b>49,529,030</b>	<b>48,005,313</b>
<b>Long Term Liabilities</b>		
Compensated Absences	543,329	541,425
Deferred Inflows (pension related)	164,402	206,675
<b>Long Term Payables</b>	<b>707,731</b>	<b>748,100</b>
<b>Bonds Payable</b>		
<b>Senior Lien Revenue Bonds:</b>		
Senior Lien Revenue Bonds 2010	76,896,910	78,611,024
Senior Lien Revenue Bonds 2011	17,726,269	16,662,699
Senior Refunding Bonds 2013	10,840,000	136,405,000
Senior Lien Revenue Bonds 2015	298,790,000	298,790,000
Senior Lien Put Bnd 2015	-	68,785,000
Senior Lien Refunding Revenue Bonds 2016	356,785,000	358,030,000
Senior Lien Revenue Bonds 2018	44,345,000	44,345,000
Senior Lien Revenue Bonds 2020A	50,265,000	-
Senior Lien Refunding Bonds 2020B	57,120,000	-
Senior Lien Refunding Bonds 2020C	138,435,000	-
Sn Lien Rev Bnd Prem/Disc 2013	4,025,514	5,834,426
Sn Lien Revenue Bnd Prem 2015	18,085,213	19,281,718
Sn Lien Put Bnd Prem 2015	-	1,397,028
Senior lien premium 2016 revenue bonds	42,012,388	46,297,323
Sn Lien Revenue Bond Premium 2018	3,616,294	3,882,867
Senior Lien Revenue Bond Premium 2020A	11,649,980	-
Senior Lien Refunding Bond Premium 2020B	12,708,038	-
<b>Total Senior Lien Revenue Bonds</b>	<b>1,143,300,605</b>	<b>1,078,322,085</b>
<b>Sub Lien Revenue Bonds:</b>		
Sub Lien Refunding Bonds 2013	7,790,000	98,295,000
Sub Lien Refunding Bonds 2016	73,490,000	73,905,000
Subordinated Lien BANS 2018	46,020,000	46,020,000
Sub Lien Refunding Bonds 2020D	99,705,000	-
Sub Refunding 2013 Prem/Disc	858,932	1,278,268
Sub Refunding 2016 Prem/Disc	7,243,199	8,085,480
Sub Lien BANS 2018 Premium	661,416	1,190,549
<b>Total Sub Lien Revenue Bonds</b>	<b>235,768,547</b>	<b>228,774,297</b>



**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of September 30, 2020**

	as of 09/30/2020	as of 09/30/2019
<b>Other Obligations</b>		
TIFIA Note 2015	299,330,745	290,305,456
TIFIA Note 2019	51,917	50,414
SIB Loan 2015	33,695,520	33,365,174
State Highway Fund Loan 2015	33,695,550	33,365,204
State 45SW Loan	-	63,044,574
71E TxDOT Obligation - LT	60,728,211	60,728,211
Regions 2017 MoPAC Note	24,990,900	24,990,900
<b>Total Other Obligations</b>	<u>452,492,842</u>	<u>505,849,932</u>
<b>Total Long Term Liabilities</b>	<u>1,832,269,725</u>	<u>1,813,694,414</u>
<b>Total Liabilities</b>	<u><b>1,881,798,755</b></u>	<u><b>1,861,699,727</b></u>
<b>NET ASSETS</b>		
Contributed Capital	121,462,104	121,202,391
Net Assets Beginning	541,152,126	543,620,311
Current Year Operations	(9,108,395)	7,019,350
<b>Total Net Assets</b>	<u><b>653,505,835</b></u>	<u><b>671,842,052</b></u>
<b>Total Liabilities and Net Assets</b>	<u><b>\$ 2,535,304,590</b></u>	<u><b>\$ 2,533,541,779</b></u>

**Central Texas Regional Mobility Authority**  
**Statement of Cash Flow**  
**as of September 30, 2020**

**Cash flows from operating activities:**

Receipts from toll revenues	\$	25,581,345
Receipts from interest income		90,800
Payments to vendors		(8,359,532)
Payments to employees		(1,486,414)
Net cash flows provided by (used in) operating activities		15,826,199

**Cash flows from capital and related financing activities:**

Interest payments		(29,893,636)
Acquisitions of construction in progress		(50,766,335)
Net cash flows provided by (used in) capital and related financing activities		(80,659,971)

**Cash flows from investing activities:**

Purchase of investments		(30,331,590)
Proceeds from sale or maturity of investments		72,105,478
Net cash flows provided by (used in) investing activities		41,639,435
Net increase (decrease) in cash and cash equivalents		(23,194,337)
Cash and cash equivalents at beginning of period		146,942,487
Cash and cash equivalents at end of period	\$	123,748,150

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

Operating income	\$	5,569,295
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		10,417,474
Changes in assets and liabilities:		
(Increase) decrease in prepaid expenses and other assets		103,298
(Decrease) increase in accounts payable		(2,468,107)
Increase (decrease) in accrued expenses		2,297,889
Total adjustments		10,256,904
Net cash flows provided by (used in) operating activities	\$	15,826,199

**Reconciliation of cash and cash equivalents:**

Unrestricted cash and cash equivalents	\$	1,161,821
Restricted cash and cash equivalents		122,586,329
Total	\$	123,748,150

**INVESTMENTS by FUND**

		<b>Balance</b>	
		<b>September 30, 2020</b>	
Renewal & Replacement Fund			
<b>TexSTAR</b>	<b>403,161.39</b>		
<b>Goldman Sachs</b>	<b>14,849.61</b>		
Agencies/ Treasuries		418,011.00	
Grant Fund			\$ 397,060,273.05
<b>TexSTAR</b>	<b>4,452,922.62</b>		
<b>Goldman Sachs</b>	<b>5,625,804.68</b>		
Agencies/ Treasuries	-	10,078,727.30	
Senior Debt Service Reserve Fund			
<b>TexSTAR</b>	<b>78,560,724.11</b>		
<b>Goldman Sachs</b>	<b>5,657,463.47</b>		
Agencies/ Treasuries	-	84,218,187.58	
2010 Senior Lien DSF			
<b>Goldman Sachs</b>	<b>60,628.77</b>	60,628.77	
2011 Debt Service Acct			
<b>Goldman Sachs</b>	<b>789,141.87</b>	789,141.87	
2013 Sr Debt Service Acct			
<b>Goldman Sachs</b>	<b>4,488,332.27</b>	4,488,332.27	
2013 Sub Debt Service Account			
<b>Goldman Sachs</b>	<b>3,051,079.79</b>	3,051,079.79	
2015 Sr Capitalized Interest			
<b>Goldman Sachs</b>	-	10,323,720.64	
<b>TexSTAR</b>	<b>10,323,720.64</b>		
2015 State Highway Fund DSA			
<b>Goldman Sachs</b>	<b>343,704.03</b>	343,704.03	
2015 SIB DSA			
<b>Goldman Sachs</b>	<b>343,704.03</b>	343,704.03	
2015 SHF DSRF			
<b>Goldman Sachs</b>	<b>189,495.32</b>	189,495.32	
2015 SIB DSRF			
<b>Goldman Sachs</b>	<b>189,495.17</b>	189,495.17	
2016 Sr Lien Rev Refunding Debt Service Account			
<b>Goldman Sachs</b>	<b>11,446,038.05</b>	11,446,038.05	
2016 Sub Lien Rev Refunding Debt Service Account			
<b>Goldman Sachs</b>	<b>1,158,918.72</b>	1,158,918.72	
2016 Sub Lien Rev Refunding DSR			
<b>Goldman Sachs</b>	<b>6,991,926.72</b>	6,991,926.72	
Agencies/ Treasuries	-	6,991,926.72	
Operating Fund			
<b>TexSTAR</b>	<b>240,100.81</b>		
<b>TexSTAR-Trustee</b>	<b>3,001,424.26</b>		
<b>Goldman Sachs</b>	<b>73,177.82</b>	3,314,702.89	
Revenue Fund			
<b>Goldman Sachs</b>	<b>4,445,016.05</b>	4,445,016.05	
General Fund			
<b>TexSTAR</b>	<b>51,858,000.19</b>		
<b>Goldman Sachs</b>	<b>20,743,686.31</b>	72,601,686.50	
Agencies/ Treasuries	-		
2013 Sub Debt Service Reserve Fund			
<b>TexSTAR</b>	<b>780,445.96</b>		
<b>Goldman Sachs</b>	-	780,445.96	
71E Revenue Fund			
<b>Goldman Sachs</b>	<b>14,020,556.06</b>	14,020,556.06	
MoPac Revenue Fund			
<b>Goldman Sachs</b>	<b>94,937.08</b>	94,937.08	
MoPac General Fund			
<b>Goldman Sachs</b>	<b>10,468,969.21</b>	10,468,969.21	
MoPac Operating Fund			
<b>Goldman Sachs</b>	<b>1,744,521.26</b>	1,744,521.26	
MoPac Loan Repayment Fund			
<b>Goldman Sachs</b>	<b>34,650.39</b>	34,650.39	
2015B Project Account			
<b>Goldman Sachs</b>	<b>15,972,663.45</b>		
<b>TexSTAR</b>	<b>26,339,959.36</b>	42,312,622.81	
2015 TIFIA Project Account			
<b>Goldman Sachs</b>	<b>178,663.92</b>		
<b>TexSTAR</b>	<b>65,884,148.22</b>		
Agencies/ Treasuries	-	66,062,812.14	
2015 TIFIA Debt Service Reserve Fund			
<b>Goldman Sachs</b>	<b>1,776,307.44</b>	1,776,307.44	
2011 Sr Financial Assistance Fund			
<b>Goldman Sachs</b>	-	10,832,917.97	
<b>TexSTAR</b>	<b>10,832,917.97</b>		
2018 Sr Lien Project Cap I			
<b>Goldman Sachs</b>	<b>4,631,096.88</b>	4,631,096.88	
2018 Sr Lien Project Account			
<b>Goldman Sachs</b>	<b>12,776.14</b>		
<b>TexSTAR</b>	<b>18,626,299.94</b>	18,639,076.08	
2018 Sub Debt Service Account			
<b>Goldman Sachs</b>	<b>460,776.55</b>	460,776.55	
2019 TIFIA Sub Lien Project Account			
<b>Goldman Sachs</b>	<b>50,964.00</b>	50,964.00	
2020A Senior Lien Debt Service Acct			
<b>Goldman Sachs</b>	<b>628,525.10</b>	628,525.10	
2020 SH 45SW Project Account			
<b>Goldman Sachs</b>	<b>1,088,027.79</b>	1,088,027.79	
2020B Senior Lien Debt Service Account			
<b>Goldman Sachs</b>	<b>864,203.77</b>	864,203.77	
2020D Sub Debt Service Reserve Fund			
<b>Goldman Sachs</b>	<b>8,116,345.86</b>	8,116,345.86	
		<b>\$ 397,060,273.05</b>	

**CTRMA INVESTMENT REPORT**

	Month Ending 9/1/2020					Rate September	
	Balance 9/1/2020	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 9/30/2020
<b>Amount in Trustee TexStar</b>							
2011 Sr Lien Financial Assist Fund	10,831,725.47			1,192.50		10,832,917.97	0.1339%
2013 Sub Lien Debt Service Reserve General Fund	5,281,087.80			454.00	4,501,095.84	780,445.96	0.1339%
Trustee Operating Fund	52,954,233.95			5,766.24	1,102,000.00	51,858,000.19	0.1339%
Renewal and Replacement Grant Fund	2,001,191.20	3,000,000.00		233.06	2,000,000.00	3,001,424.26	0.1339%
Senior Lien Debt Service Reserve Fund	403,116.99			44.40		403,161.39	0.1339%
2015A Sr Ln Project Cap Interest	4,452,432.44			490.18		4,452,922.62	0.1339%
2015B Sr Ln Project	78,552,076.17			8,647.94		78,560,724.11	0.1339%
2015C TIFIA Project	10,322,584.19			1,136.45		10,323,720.64	0.1339%
2018 Sr Lien Project Account	26,337,059.85			2,899.51		26,339,959.36	0.1339%
	66,876,806.94			7,341.28	1,000,000.00	65,884,148.22	0.1339%
	18,624,249.56			2,050.38		18,626,299.94	0.1339%
	<b>276,636,564.56</b>	<b>3,000,000.00</b>		<b>30,255.94</b>	<b>8,603,095.84</b>	<b>271,063,724.66</b>	
<b>Amount in TexStar Operating Fund</b>	<b>240,070.69</b>	<b>2,000,000.00</b>		<b>30.12</b>	<b>2,000,000.00</b>	<b>240,100.81</b>	<b>0.1339%</b>
<b>Goldman Sachs</b>							
Operating Fund	73,052.22	3,004,290.94		13.39	3,004,178.73	73,177.82	0.0290%
2020 SH 45SW Project Account	1,122,577.47			78.22	34,627.90	1,088,027.79	0.0290%
2020A Senior Lien Debt Service Acct	419,128.98	209,377.43		18.69		628,525.10	0.0290%
2020B Senior Lien Debt Service Account	0.00	864,203.77		0.00		864,203.77	0.0290%
2020D Sub Debt Service Reserve Fund	0.00	8,116,345.86		0.00		8,116,345.86	0.0290%
2020B Sr Lien Bond Proceeds Clearance Fund	0.00	69,576,059.77		0.00	69,576,059.77	0.00	0.0290%
2020B Sr Lien Cost of Issuance Fund	0.00	332,589.70		0.00	332,589.70	0.00	0.0290%
2020C Sr Lien Bond Proceeds Clearance Fund	0.00	137,833,030.90		0.00	137,833,030.90	0.00	0.0290%
2020C Sr Lien Cost of Issuance Fund	0.00	798,147.59		0.00	798,147.59	0.00	0.0290%
2020D Sub Lien Bond Proceeds Clearance Fund	0.00	99,276,496.31		0.00	99,276,496.31	0.00	0.0290%
2020D Sub Lien Cost of Issuance Fund	0.00	578,425.68		0.00	578,425.68	0.00	0.0290%
2015B Project Account	15,971,550.57			1,112.88		15,972,663.45	0.0290%
2015C TIFIA Project Account	458,372.86	1,000,000.00		20.26	1,279,729.20	178,663.92	0.0290%
2015C TIFIA Debt Service Reserve Fund	1,184,196.00	592,098.00		13.44		1,776,307.44	0.0290%
2011 Sr Financial Assistance Fund	0.00			0.00		0.00	0.0290%
2010 Senior DSF	60,624.55			4.22		60,628.77	0.0290%
2011 Senior Lien Debt Service Acct	789,086.89			54.98		789,141.87	0.0290%
2013 Senior Lien Debt Service Acct	3,620,777.34	867,346.21		208.72		4,488,332.27	0.0290%
2013 Sub Debt Service Reserve Fund	3,648,564.30	4,501,095.84		254.23	8,149,914.37	0.00	0.0290%
2013 Subordinate Debt Service Acct	2,445,335.66	605,604.17		139.96		3,051,079.79	0.0290%
2015A Sr Ln Project Cap Interest	0.00			0.00		0.00	0.0290%
2015E Sub Lien SIB DSA	229,140.32	114,560.84		2.87		343,704.03	0.0290%
2015 Sub Lien SHF DSA	229,140.32	114,560.84		2.87		343,704.03	0.0290%
2015E Sub Lien SIB DSRF	126,329.16	63,164.58		1.43		189,495.17	0.0290%
2015D Sub Lien SHF DSRF	126,329.16	63,164.58		1.58		189,495.32	0.0290%
2015B Debt Service Acct	1,118,958.51	352,685.01		60.25	1,471,703.77	0.00	0.0290%
2016 Sr Lien Rev Refunding Debt Service Account	9,533,221.00	1,912,248.85		568.20		11,446,038.05	0.0290%
2016 Sub Lien Rev Refunding Debt Service Account	845,791.18	313,084.33		43.21		1,158,918.72	0.0290%
2016 Sub Lien Rev Refunding DSR	6,991,439.56			487.16		6,991,926.72	0.0290%
2018 Sr Lien Project Cap I	4,630,774.21			322.67		4,631,096.88	0.0290%
2018 Sr Lien Project Account	965,696.68	1,222,748.12		59.62	2,175,728.28	12,776.14	0.0290%
2018 Sub Debt Service Account	307,547.05	153,215.77		13.73		460,776.55	0.0290%
2019 TIFIA Sub Lien Project Account	50,960.45			3.55		50,964.00	0.0290%
Grant Fund	5,625,412.71			391.97		5,625,804.68	0.0290%
Renewal and Replacement	15,110.27			1.05	261.71	14,849.61	0.0290%
Revenue Fund	4,133,402.80	10,149,305.11		386.19	9,838,078.05	4,445,016.05	0.0290%
General Fund	647,344.69	22,115,988.94		63.41	2,019,710.73	20,743,686.31	0.0290%
Senior Lien Debt Service Reserve Fund	5,656,983.55			479.92		5,657,463.47	0.0290%
71E Revenue Fund	13,469,606.11	618,932.84		908.41	68,891.30	14,020,556.06	0.0290%
MoPac Revenue Fund	21,165.49	171,237.95		8.33	97,474.69	94,937.08	0.0290%
MoPac General Fund	14,564,280.33			1,017.12	4,096,328.24	10,468,969.21	0.0290%
MoPac Operating Fund	1,780,853.54	97,474.69		114.47	133,921.44	1,744,521.26	0.0290%
MoPac Loan Repayment Fund	36,019.62	34,650.18		0.21	36,019.62	34,650.39	0.0290%
	<b>100,898,773.55</b>	<b>365,652,134.80</b>		<b>6,857.21</b>	<b>340,801,317.98</b>	<b>125,756,447.58</b>	
<b>Amount in Fed Agencies and Treasuries</b>							
Amortized Principal	20,000,000.00				20,000,000.00	0.00	
	20,000,000.00				20,000,000.00	0.00	
<b>Certificates of Deposit</b>							
Total in Pools	276,876,635.25	5,000,000.00		30,286.06	10,603,095.84	271,303,825.47	
Total in GS FSGF	100,898,773.55	365,652,134.80		6,857.21	340,801,317.98	125,756,447.58	
Total in Fed Agencies and Treasuries	20,000,000.00				20,000,000.00	0.00	
<b>Total Invested</b>	<b>397,775,408.80</b>	<b>370,652,134.80</b>		<b>37,143.27</b>	<b>371,404,413.82</b>	<b>397,060,273.05</b>	

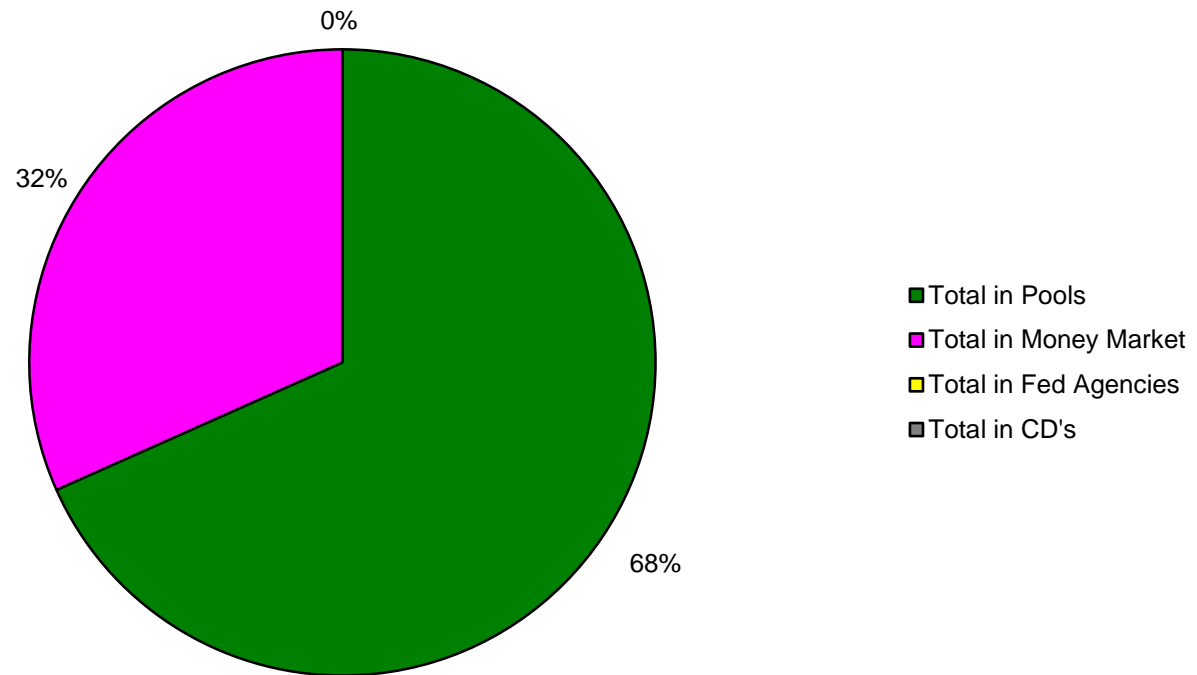
All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevant provisions of the Public Funds Investment Act Chapter 2256.023

William Chapman, CFO

Mary Temple, Controller

9/30/2020

## Allocation of Funds



Amount of Investments As of September 30, 2020

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Farmer Mac	31422BDL1	MATURED	MATURED	MATURED	2.5995%	3/11/2019	9/25/2020	General Fund
		-	-	-				

Agency	CUSIP #	COST	Cummulative Amortization	9/30/2020 Book Value	Maturity Value		Interest Income		
							Accrued Interest	Amortization	Interest Earned
Farmer Mac	31422BDL1	MATURED	MATURED	MATURED	20,000,000.00		43,333.33	-	43,333.33
		-	-	-	20,000,000.00		43,333.33	-	43,333.33

## ESCROW FUNDS

### Travis County Escrow Fund - Elroy Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	9/1/2020	Additions	Interest	Withdrawals	9/30/2020
Goldman Sachs	18,410,515.28		1,291.01	117,514.35	18,294,291.94

### Travis County Escrow Fund - Ross Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	9/1/2020	Additions	Interest	Withdrawals	9/30/2020
Goldman Sachs	(75,846.57)	469,086.77		138.60	393,101.60

### Berstrom Expressway 183S Escrow Account

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	9/1/2020	Additions	Interest	Withdrawals	9/30/2020
Goldman Sachs	206,435.27		14.38		206,449.65

### Travis County Escrow Fund - Old San Antonio Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	9/1/2020	Additions	Interest	Withdrawals	9/30/2020
Goldman Sachs	413,669.35		22.23	67,961.55	345,730.03

### Travis County Escrow Fund - Old Lockhart Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	9/1/2020	Additions	Interest	Withdrawals	9/30/2020
Goldman Sachs	464,700.06		22.00	4,125.23	460,596.83

### Travis County Escrow Fund - County Line Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	9/1/2020	Additions	Interest	Withdrawals	9/30/2020
Goldman Sachs	709,332.76		49.43	3,703.98	705,678.21

### Travis County Escrow Fund - South Pleasant Valley Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	9/1/2020	Additions	Interest	Withdrawals	9/30/2020
Goldman Sachs	403,519.36		28.19	1,460.84	402,086.71

### Travis County Escrow Fund - Thaxton Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	9/1/2020	Additions	Interest	Withdrawals	9/30/2020
Goldman Sachs	220,835.90		15.39	12,509.66	208,341.63

### Travis County Escrow Fund - Pearce Lane Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	9/1/2020	Additions	Interest	Withdrawals	9/30/2020
Goldman Sachs	413,553.01		9.40	4,493.42	409,068.99



**183 South Design-Build Project**  
**Contingency Status**  
 September 30, 2020



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

<b>Total Project Contingency</b>	<b>\$47,860,000</b>
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<b>Obligations</b>	CO#1 City of Austin ILA Adjustment	(\$2,779,934)
	CO#2 Addition of Coping to Soil Nail Walls	\$742,385
	CO#4 Greenroads Implementation	\$362,280
	CO#6 51st Street Parking Trailhead	\$477,583
	CO#9 Patton Interchange Revisions	\$3,488,230
	CO#10 City of Austin Utility (\$1,010,000 - no cost to RMA)	\$0
	CO#17 Boggy Creek Turnaround	\$2,365,876
	CO#21 Wall 125 Differing Site Condition - Part A	\$1,263,577
	CO#26 Roadway Paving Additions	\$1,302,696
	Others Less than \$300,000 (18)	\$2,355,313
<b>Executed Change Orders</b>		<b>\$9,578,006</b>
<b>Change Orders Under Negotiation</b>		<b>\$4,350,000</b>
<b>Potential Contractual Obligations</b>		<b>\$21,480,000</b>

<b>(-) Total Obligations</b>	<b>\$35,408,006</b>
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<b>Remaining Project Contingency</b>	<b>\$12,451,994</b>
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**290E Ph. III**  
**Contingency Status**  
 September 30, 2020



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

<b>Total Mobility Authority Contingency</b>	<b>\$10,633,758</b>
<b>Total TxDOT Project Contingency</b>	<b>\$15,292,524</b>

<b>Obligations</b>	Others Less than \$300,000 (8)	\$152,949
	Executed Change Orders	\$152,949
	Change Orders Under Negotiation	\$274,000
	Potential Contractual Obligations	\$1,860,000

<b>(-) Total Obligations</b>	<b>\$2,286,949</b>
------------------------------	--------------------

<b>Remaining Mobility Authority Contingency</b>	<b>\$8,402,569</b>
<b>Remaining TxDOT Contingency</b>	<b>\$15,236,961</b>



### PERFORMANCE

#### As of September 30, 2020

Current Invested Balance	\$9,297,135,540.13
Weighted Average Maturity (1)	44 Days
Weighted Average Maturity(2)	105 Days
Net Asset Value	1.000257
Total Number of Participants	932
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$1,512,803.98
Management Fee Collected	\$467,064.16
% of Portfolio Invested Beyond 1 Year	7.07%
Standard & Poor's Current Rating	AAAm

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

#### September Averages

Average Invested Balance	\$9,496,648,322.56
Average Monthly Yield, on a simple basis	0.1339%
Average Weighted Maturity (1)*	39 Days
Average Weighted Life (2)*	101 Days

#### Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instruction to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.  
(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waved 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 entities who joined the TexSTAR program in September:

- \* Denton County Fresh Water Supply District No. 11-B

### HOLIDAY REMINDER

In observance of **Columbus Day, TexSTAR will be closed on Monday, October 12, 2020.** All ACH transactions initiated on Friday, October 9th will settle on Tuesday, October 13th. Please plan accordingly for your liquidity needs.

### ECONOMIC COMMENTARY

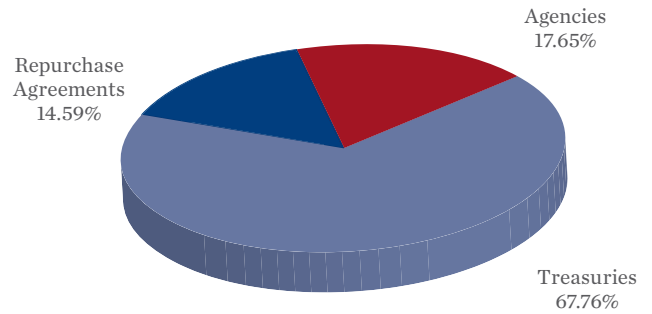
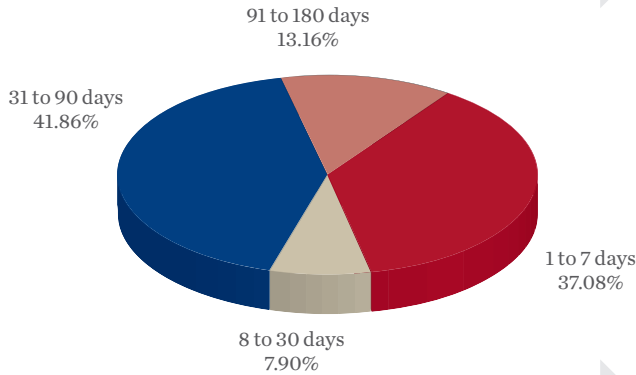
#### Market review

Improving macro data, a better than expected earnings season and a decline in virus cases buoyed equity and credit markets for much of the third quarter as markets waved off a lapse in fiscal stimulus, and rising tensions between the U.S. and China. Investor optimism across markets ensued amid mounting hopes for a COVID-19 vaccine and data reaffirming solid global growth largely due to massive fiscal and monetary stimulus measures that have softened the impact of the recession. However, as we ended the quarter, concerns about a lack of a fiscal aid package before the November elections, worries about another wave of COVID-19 cases and uncertainty about the U.S. election weighed on markets and caused credit spreads to widen in September. Despite the strong rebound in growth in Q3, economic challenges still loom large with over 26 million Americans (or 16% of the labor force) continuing to receive some type of unemployment benefit. In the past four months, the labor market has gained 11.4 million in employment after losing 22 million in just two months from February to April. Overall, the level of employment remains 7% below pre-COVID levels. On the monetary policy front, the Federal Reserve's (Fed's) ultra-accommodative stance remained unchanged as it voted to maintain the current federal funds target rate at a range of 0.00%–0.25% through 2023 at its September Federal Open Market Committee (FOMC) meeting. The meeting was the first in which the FOMC was guided by its new average inflation targeting framework. Importantly, the Fed explicitly stated two conditions that would need to be met in order for the Committee to consider an adjustment to policy rates: 1) inflation will need to run modestly above 2% for a period of time to compensate for periods of below target inflation, and 2) longer-term inflation expectations will need to remain anchored at 2%. This further signals that rates will remain low for even longer. The three-month U.S. Treasury Bill and 12-month U.S. Treasury Bill ended September at a yield of 0.09% and 0.12% respectively. The U.S. economy is on track for a historically large rebound in the third quarter driven by a resilient consumer and previously generous unemployment assistance. However, the pace of the improvement is beginning to slow as we move into the fall with further progress being impeded by the continuing pandemic.

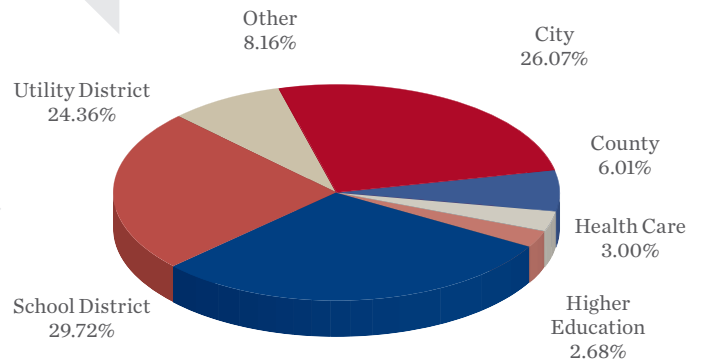
(continued page 4)

## INFORMATION AT A GLANCE

### PORTFOLIO BY TYPE OF INVESTMENT AS OF SEPTEMBER 30, 2020



### PORTFOLIO BY MATURITY AS OF SEPTEMBER 30, 2020



### DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF SEPTEMBER 30, 2020

## HISTORICAL PROGRAM INFORMATION

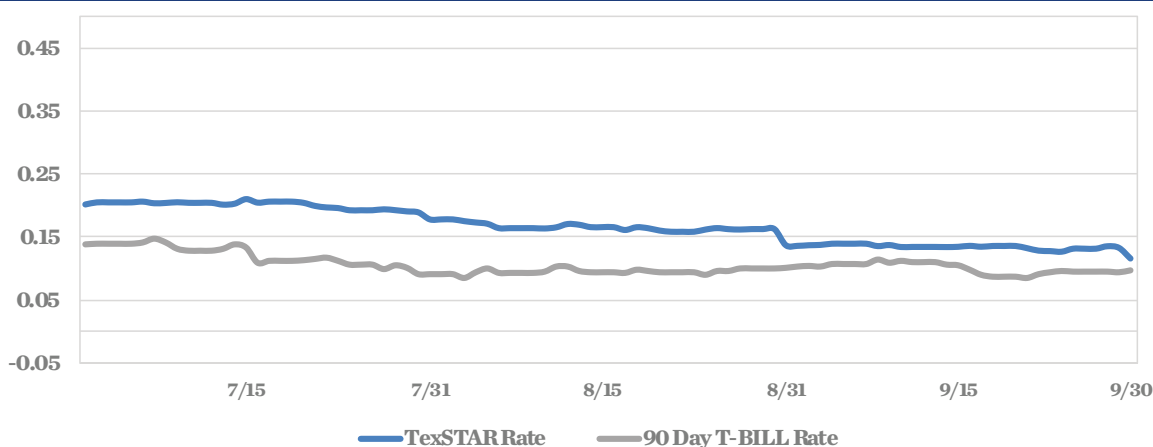
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)*	WAM (2)*	NUMBER OF PARTICIPANTS
Sep 20	0.1339%	\$9,297,135,540.13	\$9,299,528,645.66	1.000257	39	101	932
Aug 20	0.1645%	9,465,008,033.71	9,466,814,693.25	1.000190	29	95	931
Jul 20	0.2003%	10,009,983,894.25	10,012,082,381.15	1.000209	27	101	930
Jun 20	0.1974%	9,671,601,669.74	9,674,049,521.47	1.000253	33	108	927
May 20	0.2444%	9,711,678,322.09	9,714,791,961.71	1.000320	29	103	924
Apr 20	0.4447%	9,402,508,666.82	9,406,011,209.34	1.000372	27	111	923
Mar 20	0.9570%	8,656,111,186.51	8,662,045,828.91	1.000685	27	108	922
Feb 20	1.5641%	9,669,676,298.74	9,671,875,580.06	1.000213	32	84	921
Jan 20	1.5514%	9,728,196,391.64	9,728,681,551.87	1.000027	33	96	920
Dec 19	1.5643%	8,550,355,101.35	8,550,086,726.49	0.999959	36	110	918
Nov 19	1.6177%	8,004,510,359.61	8,003,923,189.55	0.999918	30	109	917
Oct 19	1.8510%	8,148,867,422.02	8,148,521,034.89	0.999957	24	109	915

## PORTFOLIO ASSET SUMMARY AS OF SEPTEMBER 30, 2020

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 452.10	\$ 452.10
Accrual of Interest Income	3,075,696.18	3,075,696.18
Interest and Management Fees Payable	(1,500,379.37)	(1,500,379.37)
Payable for Investment Purchased	(199,951,466.68)	(199,951,466.68)
Repurchase Agreement	1,385,414,999.92	1,385,414,999.92
Government Securities	8,110,096,237.98	8,112,489,343.51
<b>TOTAL</b>	<b>\$ 9,297,135,540.13</b>	<b>\$ 9,299,528,645.66</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 historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment of \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consists of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-Day T-Bill. The TexSTAR yield is calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

### DAILY SUMMARY FOR SEPTEMBER 2020

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)*	WAL DAYS (2)*
9/1/2020	0.1360%	0.000003727	\$9,565,667,311.29	1.000188	27	92
9/2/2020	0.1370%	0.000003753	\$9,467,542,407.73	1.000188	35	95
9/3/2020	0.1375%	0.000003768	\$9,492,507,680.36	1.000181	37	102
9/4/2020	0.1394%	0.000003818	\$9,507,195,648.93	1.000220	35	98
9/5/2020	0.1394%	0.000003818	\$9,507,195,648.93	1.000220	35	98
9/6/2020	0.1394%	0.000003818	\$9,507,195,648.93	1.000220	35	98
9/7/2020	0.1394%	0.000003818	\$9,507,195,648.93	1.000220	35	98
9/8/2020	0.1356%	0.000003714	\$9,465,646,342.41	1.000212	34	98
9/9/2020	0.1373%	0.000003761	\$9,556,902,525.73	1.000212	35	97
9/10/2020	0.1342%	0.000003678	\$9,609,714,890.39	1.000207	34	95
9/11/2020	0.1343%	0.000003679	\$9,636,061,568.54	1.000197	39	100
9/12/2020	0.1343%	0.000003679	\$9,636,061,568.54	1.000197	39	100
9/13/2020	0.1343%	0.000003679	\$9,636,061,568.54	1.000197	39	100
9/14/2020	0.1341%	0.000003674	\$9,651,933,367.20	1.000197	38	99
9/15/2020	0.1345%	0.000003686	\$9,627,823,157.28	1.000200	38	100
9/16/2020	0.1360%	0.000003726	\$9,608,368,665.58	1.000198	41	101
9/17/2020	0.1346%	0.000003688	\$9,670,306,459.03	1.000204	41	103
9/18/2020	0.1358%	0.000003721	\$9,557,453,205.80	1.000242	39	102
9/19/2020	0.1358%	0.000003721	\$9,557,453,205.80	1.000242	39	102
9/20/2020	0.1358%	0.000003721	\$9,557,453,205.80	1.000242	39	102
9/21/2020	0.1323%	0.000003625	\$9,436,258,554.50	1.000244	39	102
9/22/2020	0.1284%	0.000003519	\$9,464,456,181.77	1.000244	38	101
9/23/2020	0.1277%	0.000003499	\$9,416,270,534.20	1.000243	45	104
9/24/2020	0.1267%	0.000003471	\$9,361,379,572.69	1.000244	45	107
9/25/2020	0.1315%	0.000003603	\$9,345,254,524.63	1.000230	44	105
9/26/2020	0.1315%	0.000003603	\$9,345,254,524.63	1.000230	44	105
9/27/2020	0.1315%	0.000003603	\$9,345,254,524.63	1.000230	44	105
9/28/2020	0.1354%	0.000003709	\$9,307,787,429.27	1.000228	44	104
9/29/2020	0.1328%	0.000003639	\$9,254,658,564.70	1.000268	45	106
9/30/2020	0.1159%	0.000003176	\$9,297,135,540.13	1.000257	44	105
<b>Average</b>	<b>0.1339%</b>	<b>0.000003670</b>	<b>\$9,496,648,322.56</b>		<b>39</b>	<b>101</b>



(continued from page 1)

### Outlook

It goes without saying that 2020 has turned out to be one of the most difficult and extraordinary years in modern history. A pandemic has swept the globe, with a tragic human toll. Social distancing triggered a very deep recession, and while the summer months saw a sharp bounce in output follow a plunge in the spring, both real GDP and employment remain far below their levels at the start of the year with further progress being impeded by the continuing pandemic. We acknowledge that the growth rebound has been extremely strong. With some key risks to markets ahead, we expect the pace of growth to be slower, albeit still positive, in the next three-to-six months. The first key risk is, of course, the virus. As things stand, cases have risen in multiple regions, but hospitalization and mortality rates remain low, meaning we are not seeing the national lockdown measures that shut down economies in Q1. Positive vaccine news is also expected in the near term, and should support sentiment as and when it is delivered. On the other hand, a sharp rise in mortality, or a downside surprise on the vaccine front, could pose a serious threat to growth. The second significant risk is the US election. With various outcomes possible, and with polls appearing to tighten, there is the potential for heightened volatility as we approach November. An inconclusive result is one of several outcomes that could result in faltering growth. Finally, and related to the election outcome, another risk is the direction of fiscal policy, particularly in the US. Currently, US households appear resilient, as shown by disposable income levels – but this resilience is due in large part to fiscal measures, which look set to fade by November. A lack of further fiscal support, or a significant delay, could hold back the consumer and have a negative impact on growth. Balancing these risks is the extreme accommodation being provided by the Fed and other central banks, which is unlikely to be withdrawn anytime soon. While the economic environment looks a little better than we thought, there is still an enormous amount of uncertainty as we look ahead. Our base case remains that we will see above-trend growth over the coming months, but that the pace will be slower, and dependent on key events. A negative surprise on the virus front would shake confidence across the real economy and financial markets – as would a shock or a contested result in the US presidential election. Monetary policy remains sufficiently accommodative to counter this, but the fiscal response – so crucial in the last two quarters – will need to be monitored very closely.

This information is an excerpt from an economic report dated September 2020 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

### TEXSTAR BOARD MEMBERS

William Chapman	Central Texas Regional Mobility Authority	Governing Board President
Nell Lange	City of Frisco	Governing Board Vice President
Eric Cannon	City of Allen	Governing Board Treasurer
David Medanich	Hilltop Securities	Governing Board Secretary
Jennifer Novak	J.P. Morgan Asset Management	Governing Board Asst. Sec./Treas
Monte Mercer	North Central TX Council of Government	Advisory Board
Becky Brooks	City of Grand Prairie	Advisory Board
David Pate	Richardson ISD	Advisory Board
James Mauldin	DFW Airport/Non-Participant	Advisory Board
Sandra Newby	Tarrant Regional Water Dist/Non-Participant	Advisory Board
Ron Whitehead	Qualified Non-Participant	Advisory Board

The material provided to TexSTAR from J.P. Morgan Asset Management, Inc., the investment manager of the TexSTAR pool, is for informational and educational purposes only, as of the date of writing and may change at any time based on market or other conditions and may not come to pass. While we believe the information presented is reliable, we cannot guarantee its accuracy. HilltopSecurities is a wholly owned subsidiary of Hilltop Holdings, Inc. (NYSE: HTH) located at 1201 Elm Street, Suite 3500, Dallas, Texas 75270, (214) 859-1800. Member NYSE/FINRA/SIPC. Past performance is no guarantee of future results. Investment Management Services are offered through J.P. Morgan Asset Management Inc. and/or its affiliates. Marketing and Enrollment duties are offered through HilltopSecurities and/or its affiliates. HilltopSecurities and J.P. Morgan Asset Management Inc. are separate entities.







CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

# 2021

FISCAL YEAR 2021  
**OPERATING  
BUDGET**



1<sup>st</sup> Quarter  
Budget Report  
October 2020

## INTRODUCTION

**Financial Tracking/Reporting** - The Central Texas Regional Mobility Authority tracks revenue and expenditures throughout the fiscal year. In support of the Strategic Plan values of “Transparency”, “Accountability”, “Credibility”, “Service”, “Innovation”, and “Integrity” we report this information on our website every month, we post the data to the Electronic Municipal Market Access (EMMA) website, and the Board reviews and votes to accept our monthly Financial Statements. We also provide a comparison of actual data to original budget projections, updates on the General Fund Balances and Reserves, and year end projections via the Quarterly Budget Reports. Beginning in Fiscal Year 2021, we are enhancing the Operating Budget reporting procedures by adding a “Monthly Budget Report” that will compare actuals to both the original budget projections and the updated projections provided in the Quarterly Budget Reports.

The table below summarizes the information included in each Operating Budget tracking Report/Statement.

Report/Statement	Information Included	Board Action
<b>Financial Statement</b>	<ol style="list-style-type: none"> <li>1. Actual Year to Date revenue and expenditures (by line item)</li> <li>2. Balance Sheet</li> <li>3. Statement of Cash Flow</li> <li>4. Investments by Fund</li> <li>5. Escrow Funds</li> <li>6. Project Contingency Funds</li> <li>7. TexSTAR Monthly Newsletter</li> </ol>	<b>Accept Financial Statement</b>
<b>Monthly Budget Report</b>	<ol style="list-style-type: none"> <li>1. Actual Monthly and Year to Date revenue and expenditures (same info as Financial Statement)</li> <li>2. <i>Actual Monthly/Year to Date Transaction Data</i></li> <li>3. <i>Comparison of actuals to original budget projections/historical trends</i></li> <li>4. <i>Comparison of actuals to Quarterly Budget projections</i></li> </ol>	Informational only
<b>Quarterly Budget Report</b>	<ol style="list-style-type: none"> <li>1. Actual Year to Date revenue and expenditures</li> <li>2. <i>Year-end projections of revenues and expenditures</i></li> <li>3. <i>Discussion on projected Operating Budget significant variances with estimated program/initiative impacts</i></li> <li>4. <i>Update on General Fund Balances and Reserves;</i></li> <li>5. <i>Recommended Budget Amendment (potential restoration of program/initiative budget reductions)</i></li> </ol>	<b>Potential Budget Amendment</b>

**First Quarter Budget Report** - *The first Quarter Budget report was developed using 3 months of activity (July-Sept), with departmental projections of anticipated spending and revenue trends for the remainder of the fiscal year. This report provides the detail and analysis of the year-end projections using statistical data, economic analysis, professional judgment and expertise from our Department Directors, financial advisors, and traffic and revenue consultants. Under these unprecedented times, and with only three months of history, predicting year-end revenue is especially challenging.*

The following discussions, analysis, and recommendations are included in this report:

- A high-level OVERVIEW of monthly and year to date revenues and expenditures
  - Comparison of actuals to original budget projections
  - Discussion on projected Operating Budget significant variances (defined as \$100,000 or greater) for expense line items
  - A high-level summary of year end projected revenues and expenditures
  - Update on General Fund Balances and Reserves
  - Weekly/Monthly Transaction Trends.
-



## REVENUE

### Overview - Monthly and year to date Revenue

The actual total revenue through September 2020 was **\$25,434,788** as shown below.

Revenue from TxTag transactions and interoperable tag transactions from HCTRA, NTTA, Kansas, and Oklahoma, is categorized as “**Tag Revenue**”. Revenue from Pay by Mail transactions is categorized as “**Video Tolls**”. The fees paid by customers to utilize the pay by mail system and late fees are categorized as “**Fee Revenue**”.

**Table 1- Actual Revenue Year to Date (YTD)**

REVENUES	Adopted Budget <small>*Revised June 26th</small>	July	Aug	Sept	Actual Revenue thru Sept
Tag Revenue	\$87,282,802*	\$5,543,862	\$5,777,296	\$5,826,537	\$17,147,694
Video Tolls	\$23,301,118*	\$1,768,870	\$1,687,409	\$1,611,699	\$5,067,979
Fee Revenue	\$8,342,080*	\$915,294	\$1,004,780	\$697,250	\$2,617,325
<b>Total Operating Revenue</b>	<b>\$118,926,000</b>	<b>\$8,228,026</b>	<b>\$8,469,486</b>	<b>\$8,135,485</b>	<b>\$24,832,998</b>
Interest Income	\$2,500,000	\$80,419	\$74,947	\$65,434	\$220,800
Grant Revenue	\$3,000,000	\$0	\$380,990	\$0	\$380,990
Misc. Revenue	\$3,000	\$0	\$0	\$0	\$0
<b>Total Other Revenue</b>	<b>\$5,503,000</b>	<b>\$80,419</b>	<b>\$455,937</b>	<b>\$65,434</b>	<b>\$601,790</b>
<b>TOTAL REVENUE</b>	<b>\$124,429,000</b>	<b>\$8,308,445</b>	<b>\$8,925,423</b>	<b>\$8,200,919</b>	<b>\$25,434,788</b>

Year to Date Revenue by Roadway - Each roadway’s operating revenue through September 2020 is detailed below.

**Table 2 – Roadway Operating Revenue Year to Date (YTD) through September 2020**

<u>Roadway</u>	<u>Toll Tag</u>	<u>Video Tolls</u>	<u>Fees</u>	<u>Operating Revenue YTD Total by Roadway</u>
183A	\$9,920,866	\$2,786,218	\$1,225,128	\$13,932,212
290E	\$3,688,162	\$1,076,096	\$799,044	\$5,563,301
71E	\$1,274,386	\$378,768	\$219,972	\$1,873,126
45SW	\$725,324	\$197,509	\$71,235	\$994,068
183 South	\$1,255,511	\$431,687	\$230,044	\$1,917,242
MoPac	\$283,445	\$197,701	\$71,901	\$553,048
<b>Total Revenue</b>	<b>\$17,147,694</b>	<b>\$5,067,979</b>	<b>\$2,617,325</b>	<b>\$24,832,998</b>

## Comparison of Actuals to Original Revenue Projections

We projected that operating revenues for July through December of 2020 would be about \$8 million/month. Operating revenues for July, August, and September were \$8,228,026, \$8,469,486, and \$8,135,485 respectively. The cumulative total for Operating revenues through September is \$24,832,998 as you can see below. Adding in Other Revenue, the **Total Revenue through September is \$25,434,788**. Compared to the original forecast, Total Revenues are **\$447,788 more than projected through September.**

Please note that there could be wide swings in CTRMA revenues as we continue to adapt and react to the COVID-19 pandemic.

REVENUES	<u>Projected Revenue</u> thru Sept	<u>Actual Revenue</u> thru Sept	<b>Delta</b> <b>(less than</b> <b>projected)</b>	<b>Delta %</b>
Tag Revenue	\$17,572,000	\$17,147,694	(\$424,306)	(2.4%)
Video Tolls	\$4,691,000	\$5,067,979	\$376,979	8.0%
Fee Revenue	\$1,679,000	\$2,617,325	\$938,325	55.9%
<b>Total Operating Revenue</b>	<b>\$23,942,000</b>	<b>\$24,832,998</b>	<b>\$890,998</b>	<b>3.7%</b>
Interest Income	\$625,000	\$220,800	(\$404,200)	(64.7%)
Grant Revenue	\$420,000	\$380,990	(\$39,010)	(9.3%)
Misc. Revenue	\$0	\$0	\$0	0%
<b>Total Other Revenue</b>	<b>\$1,045,000</b>	<b>\$601,790</b>	<b>(\$443,210)</b>	<b>(42.4%)</b>
<b>TOTAL REVENUE</b>	<b>\$24,987,000</b>	<b>\$25,434,788</b>	<b>\$447,788</b>	<b>1.8%</b>

### Deltas in Projected Revenue vs Actual:

- 1) Tag Revenue, Video Tolls, and Fee Revenue – The big picture shows that the Total Operating Revenue **came in \$890,998 more than the budget forecast**. The ratio of Tag, Video, and Fee Revenue of the total operating revenue has been slightly different than we've seen historically. Tag Revenue historically accounts for about 73-75% of Total Operating Revenue, Video Tolls about 19-20%, and Fee Revenue about 6-8%. We projected our monthly revenue ratio of the Total using those historic percentages. Tag Revenue through September came in less than historical at about 69% of our Total Operating Revenue. While Video Tolls came in at the historical level of 20%, and Fees came in higher at 11%.

#### **Operating Revenue Category - % of Total**

Revenue %	Tag Revenue	Video Tolls	Fee Revenue
Historical (budgeted)	73%	20%	7%
<i>Through September</i>	<i>69%</i>	<i>20%</i>	<i>11%</i>

- 2) Interest Income will vary throughout the year as returns for our investments.
- 3) Grant Revenue comes from the Rider 42 funding which reimburses MoPac South expenditures during the environmental process.

## Year-End Revenue Projections

Projected year end revenue was estimated using the actual monthly revenue through September and then using the originally forecasted revenue for the remaining nine months of FY 2021. We revised the allocation of projected total revenue to each category (Tag, Video, and Fee) based on the average percentages for July–September 2020. The resulting revenue projections for each revenue category are detailed below.

<b>Table 4</b>		<b>Projected Year-End Revenue</b>		
<b>REVENUES</b>	<b>Adopted Budget</b> <i>*Revised June 26th</i>	<b>Projected Year End</b>	<b>Delta</b> <b>(less than budget)</b>	<b>Delta %</b>
Tag Revenue	\$87,282,802*	\$82,700,000	(\$4,582,802)	(5.2%)
Video Tolls	\$23,301,118*	\$24,100,000	\$798,882	3.4%
Fee Revenue	\$8,342,080*	\$13,100,000	\$4,757,920	57.0%
<b>Total Operating Revenue</b>	<b>\$118,926,000</b>	<b>\$119,900,000</b>	<b>\$974,000</b>	<b>0.8%</b>
<i>Interest Income</i>	<i>\$2,500,000</i>	<i>\$1,500,000</i>	<i>(\$1,000,000)</i>	<i>(40.0%)</i>
<i>Grant Revenue</i>	<i>\$3,000,000</i>	<i>\$3,000,000</i>	<i>\$0</i>	<i>0%</i>
<i>Misc. Revenue</i>	<i>\$3,000</i>	<i>\$200,000</i>	<i>\$197,000</i>	<i>-</i>
<b>Total Other Revenue</b>	<b>\$5,503,000</b>	<b>\$4,700,000</b>	<b>(\$803,000)</b>	<b>(14.6%)</b>
<b>TOTAL REVENUE</b>	<b>\$124,429,000</b>	<b>\$124,600,000</b>	<b>\$171,000</b>	<b>0.1%</b>

The Fiscal Year 2021 projected **Total Revenue** at year end is expected to be about **\$171,000 more than the adopted budget**.

### Substantive Line Item Deltas in Projected Year End Revenue vs Budget:

#### a. OPERATING REVENUE

- i. **TAG REVENUE** - *Projected Year End: \$82,700,000*. Budget: \$87,282,802. **Delta = \$4,582,802 less than projected**. We are assuming that Tag Revenue portion of the total Operating Revenue will be less than the original 73% budgeted. Using the actual data through September, we are projecting that about 69% of the total Operating Revenue will come from Tag Revenue going forward. So, while the total Operating Revenue is projected to be higher than budgeted, we are projecting that Tag Revenues will account for a smaller share of that total.
- ii. **VIDEO TOLL** - *Projected Year End: \$24,100,000*. Budget: \$23,301,118. **Delta = \$798,882 more than projected**. We are assuming that the Video Tolls portion of the Total Operating Revenue will stay about the same as the budgeted 20% based on the actual data through September.
- iii. **FEE REVENUE** - *Projected Year End: \$13,100,000*. Budget: \$8,342,080. **Delta = \$4,757,920 more than projected**. We are assuming that Fee Revenue proportion of total Operating Revenue will increase from 7% (budgeted) to about 11% based on the actual data through September.

- b. **INTEREST INCOME** - *Projected Year End: \$1,500,000*. Budget: \$2,500,000. **Delta = \$1,000,000 less than projected**. Interest Income will vary throughout the year as returns for our investments fluctuate. At budget we estimated less than 50% of prior year actuals and even that reduction was too optimistic.

- c. **MISC REVENUE** - *Projected Year End: \$200,000*. Budget: \$3,000. **Delta = \$197,000 more than projected**. Travis County pays a 2% administrative fee to help offset CTRMA costs for managing their bond projects. This fee is projected to total about \$200,000 for FY21, will come in under the Misc. Revenue line item starting in October, and was not accounted for in the adopted budget.

## EXPENSES

### Overview - Monthly and year to date

The actual total expenses through September 2020 were **\$34,497,395** as shown below.

<b>Table 5 – Expenses Through September 2020</b>					
<b>EXPENSES</b>	<b>Adopted Budget</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Actual Expenses thru Sept</b>
Salaries/Benefits	\$6,572,687	\$442,774	\$464,708	\$448,857	\$1,356,339
Administrative	\$3,450,200	\$202,269	\$274,627	\$256,757	\$733,653
Operations/Maintenance	\$25,376,689	\$2,384,234	\$1,383,880	\$1,649,650	\$5,417,764
Other	\$51,721,420	\$3,589,443	\$8,182,378	\$4,354,166	\$16,125,986
Non-Operating	<u>\$44,206,626</u>	<u>\$3,228,834</u>	<u>\$3,682,701</u>	<u>\$3,952,118</u>	<u>\$10,863,654</u>
<b>TOTAL EXPENSES</b>	<b><i>\$131,327,621</i></b>	<b><i>\$9,847,554</i></b>	<b><i>\$13,988,293</i></b>	<b><i>\$10,661,548</i></b>	<b><i>\$34,497,395</i></b>

### Comparison of Actuals to Original Projections

During the development of our FY 2021 Operating Budget, we asked the Department Directors to take an additional step. We asked them to project their operating expenditures on a monthly basis since some of our expenditures throughout the year are not linear. Being our first effort at monthly projections, we expect to learn as we go and refine the projections via the quarterly budget reports.

<b>Table 6 – Expenses through September (Actual vs. Original Projections)</b>				
<b>EXPENSES</b>	<b>Projected Expenses thru Sept</b>	<b>Actual Expenses thru Sept</b>	<b>Delta (more than projected)</b>	<b>Delta %</b>
Salaries/Benefits	\$1,603,400	\$1,356,339	\$247,061	15.4%
Administrative	\$850,000	\$733,653	\$116,347	13.7%
Operations/Maintenance	\$6,342,500	\$5,417,764	\$924,736	14.6%
Other	\$11,417,000	\$16,125,986	(\$4,708,986)	(41.2%)
Non-Operating	\$10,517,000	\$10,863,654	(\$346,654)	(3.3%)
<b>TOTAL EXPENSES</b>	<b><i>\$30,729,900</i></b>	<b><i>\$34,497,395</i></b>	<b><i>(\$3,767,495)</i></b>	<b><i>(12.3%)</i></b>

Total Expenses are **\$3,767,495 more than projected.** The majority of the delta is within the Other Expenses, **Non-Cash** category in the “Undevelopable Projects” line item as explained below. Taking that line item out of the total Expenses leaves a delta for the remaining Total Expenses of **\$701,153 less than projected through September.**

### Substantive Line Item Deltas in Projected Expenses vs Actual:

#### 1) SALARY/BENEFITS

- a. Salary Expense - Projected \$1,174,669. Actual \$1,002,025. **Delta = \$172,644 less than projected.** A vacant Finance position was filled in September. The budget also included an agency-wide COLA that has not currently been implemented. We reduced Engineering Salaries and Benefits by the revenue from the Travis County administration fee for their projects. Going forward this revenue will be booked in “Misc. Revenue”.

2) OPERATIONS/MAINTENANCE –a. OPERATIONS AND MAINTENANCE CONSULTING

- i. GEC Trust Indenture Support: Annual Facility Inspections: Projected \$58,169. Actual \$257,811 **Delta = \$199,642 more than projected.** Utilized the low traffic period to get ahead of inspections this year.
- ii. GEC Toll Ops Support: Projected \$187,5000. Actual \$56,147. **Delta = \$131,353 less than projected.** Actual work is less than originally projected. ITS Standards and the ITS Plan have not been launched.
- iii. GEC Roadway Ops Support: Maintenance Contract Support/Oversight: Projected \$21,658. Actual \$165,848. **Delta = \$144,280 more than projected.** More support required to launch new Performance Based Maintenance Contract (PBMC).
- iv. GEC Technology Support: Technology Development: Projected \$298,892. Actual \$479,203. **Delta = \$180,311 more than projected.** Software license for eBuilder (\$215k) expended earlier than projected.
- v. GEC General Support: General System Consultant: Projected \$390,000. Actual \$60,121. **Delta = \$329,879 less than projected.** Actual work is less than originally projected and there has been a delay in invoicing.

b. ROADWAY OPERATIONS AND MAINTENANCE

- i. Roadway Maintenance: Projected \$1,500,898. Actual \$1,078,280. **Delta = \$422,619 less than projected.** Invoicing is a work in progress with new contractor. Vendor is performing satisfactorily and burn rate is as projected.
- ii. Landscape Maintenance: Projected \$599,145. Actual \$0. **Delta = \$599,145 less than projected.** Invoicing is a work in progress with new contractor. Vendor is performing satisfactorily and burn rate is as projected.

c. TOLL PROCESSING AND COLLECTION EXPENSE

- i. Tag Collection Fees: Projected \$1,250,000. Actual \$1,365,382. **Delta = \$115,382 more than projected.** Directly related to increased Fee Revenue.

d. TOLL OPERATIONS EXPENSE

- i. ETC Maintenance Contract: Projected \$1,047,750. Actual \$704,980. **Delta = \$342,770 less than projected.** Primarily due to delay in invoicing.
- ii. ETC Development: Projected \$233,333. Actual \$481,505. **Delta = \$248,172 more than projected.** Related to changes to billing during the pandemic and accelerated work on enforcement system enhancements.

3) OTHER EXPENSESa. SPECIAL PROJECTS AND CONTINGENCIES –

- i. 71 Express Net Revenue Payment: *Projected \$575,000. Actual \$751,833.* **Delta = \$176,833 more than projected.** Directly tied to increased Revenue.
- ii. Other Contractual Services: *Projected \$30,000. Actual \$143,202.* **Delta = \$113,202 more than projected.** Participation in the CARTS Eastside Bus Transfer Station was approved by the Board via an Interlocal Agreement (ILA). Funding for CTRMA's financial support called out in the ILA (\$300,000) was listed as an "outflow" in the Consolidated System Summary of the adopted Operating Budget. We now must expense this item via an operating budget line item. The "Other Contractual" is the most logical line item in this case. The "Other Contractual" line item will likely come in over budget as a result.

b. NON-CASH –

- i. Undevelopable Projects: *Projected \$0. Actual \$4,468,748. Delta = \$4,468,748 more than projected.* As we begin to develop projects, we expend general funds to progress these potential projects. When these potential projects become CTRMA projects, we reimburse the General Fund as we move into project financing. However, if a project does not become a CTRMA asset, financially we must eventually write off the project development expenses. The “Undevelopable Projects” line item in the Non-Cash expenses reflects this write off. CTRMA explored the 290West (the Y at Oakhill) as an RMA project. Now that TxDOT is building that project, and they will own the asset, it is time to write off the project development expenses. CTRMA did receive a grant (reflected in previous fiscal years) that covered most of these expenses. Minor expenditures for the CTRMA progressing IH-35 are also included in this write off. This write off is a non-cash expense and was not included in the Operating Budget.

4) NON-OPERATING EXPENSE –

- a. Bond Issuance Expense: Projected \$510,000. Actual \$1,564,071. **Delta = \$1,054,071 more than projected.** Most of the delta resulted from refunding costs that were paid directly out of Bond proceeds.
- b. Interest Expense: Projected \$9,969,163. Actual \$9,277,532. **Delta = \$691,630 less than projected.** Every six months the interest expense may be adjusted depending on the nature of each bond series that makes up this interest expense.
-



## Year-End Expense projections

Projected year end expenses were estimated using the actual monthly expenses through September and using revised projected expenditures for each the remaining nine months of FY 2021. Expense projections for each expense category (Salaries/Benefits, Administrative, Operations/Maintenance, Other, and Non-Operating) are detailed below.

<b>Table 7</b>		<b>Projected Year End Expenses</b>		
<b>EXPENSES</b>	<b>Adopted Budget</b>	<b>Projected Year End</b>	<b>Delta (more than budget)</b>	<b>Var.%</b>
Salaries/Benefits	\$6,572,687	\$6,200,000	\$372,687	5.7%
Administrative	\$3,450,206	\$3,450,206	\$0	0%
Operations/Maintenance	\$25,376,689	\$25,376,689	\$0	0%
Other	\$51,721,420	\$56,500,000	(\$4,778,580)	(9.2%)
Non-Operating	\$44,206,626	\$44,206,626	\$0	0%
<b>TOTAL EXPENSES</b>	<b>\$131,327,621</b>	<b>\$135,733,521</b>	<b>(\$4,405,900)</b>	<b>(3.4%)</b>

The Fiscal Year 2021 projected total expenses at year end are expected to be about **\$4.4 million more than the adopted budget**. As reported in the September Budget Report, this projected overspend primarily results from a write off expense in “Non-Cash - Undevelopable Projects”. If a project does not become a CTRMA asset, financially we must eventually write off the project development expenses. This write off, **\$4,468,748**, for 290West (the Y at Oakhill) and minor expenses for IH-35, is a non-cash expense and was not included in the adopted Operating Budget. Disregarding the write off, we expect to come in **under budget by about \$63,000**. This does not include potential budget amendments that would restore previous projects, programs, and initiatives that were cut from this year’s budget.

This early in the Fiscal Year, we are projecting that most of the remaining expenditures will come in at budget. The only exceptions are within the Non-Cash Undevelopable Projects noted above, Salaries and Benefits, and the Special Projects and Contingencies expense categories as detailed below.

**Substantive Line Item Deltas in Projected Year End Expenses vs Budget:****1) OTHER EXPENSES****a. NON-CASH:**

i. Undevelopable Projects - **Projected Year End: \$4,468,748.** Budget: \$0. **Delta = \$4,468,748 more than projected.** Resulting from the write off for project development expenses for 290West (the Y at Oakhill) and IH-35. This write off is a non-cash expense and was not included in the Operating Budget.

**b. SPECIAL PROJECTS AND CONTINGENCIES**

i. Other Contractual Services: **Projected Year End: \$520,000.** Budget: \$220,000. **Delta = \$300,000 more than projected.** Participation in the CARTS Eastside Bus Transfer Station was approved by the Board via an Interlocal Agreement (ILA). Funding for CTRMA's financial support called out in the ILA (\$300,000) was listed as an "outflow" in the Consolidated System Summary of the adopted Operating Budget. We now must expense this item via an operating budget line item. The "Other Contractual" is the most logical line item in this case. The "Other Contractual" line item will likely come in over budget as a result.

**2) SALARY AND BENEFITS****a. SALARIES AND WAGES**

i. Salary Expense - Regular – **Projected Year End: \$4,600,000.** Budget: \$4,853,694. **Delta = \$253,694 less than projected.**

- A vacant Finance position budgeted for the entire year was filled in September.
- Agency-wide cost of living allowance (COLA) budgeted for the full year has not currently been implemented.
- Salary savings resulting from vacancies.

**b. BENEFITS**

ii. TCDRS, FICA, FICA Med, Health Insurance, etc. – **Projected Year End: \$1,600,000.** Budget: \$1,714,385. **Delta = \$114,385 less than projected.**

- Costs for benefits are reduced incrementally with the projected underspend on salary expenses.
- Health Insurance costs are going down starting in January and as result will be less than budgeted.



## General Fund Balances and Reserves

The current Unrestricted Cash, as of 9/30/2020, **totaled \$112,671,517** as shown below. The “unrestricted” term means that these funds can be used for any use allowed by State statutes and CTRMA policies. The \$10,078,727 shown in the Grant Fund account are residual grant funds from the 183A Phase one project.

The Debt Service Reserve Funds reserves cash assets that are designated by CTRMA to ensure full and timely payments to bond holders. The reserve funds provide additional security for our bond indenture, which ultimately reduces the risk premium, or amount of interest desired by investors.

<b>Table 8</b>		<b>Debt Service Reserve Funds</b>	
<b>Fund</b>	<b>Unrestricted Cash as of 9/30/2020</b>	<b>Fund</b>	<b>Amount</b>
General Fund	\$72,601,687	Senior Lien Debt Service Reserve	\$84,218,188
Grant Fund	\$10,078,727	Sub Lien Debt Service Reserve	<u>\$18,044,016</u>
MoPac General Fund	\$10,468,979	<b>Total Debt Service Reserves</b>	<b>\$102,262,204</b>
71E Revenue Fund	\$14,020,556		
MoPac Operating Fund	\$1,744,522		
CTRMA Operating Fund	<u>\$3,766,594</u>		
<b>Total</b>	<b>\$112,671,517</b>		

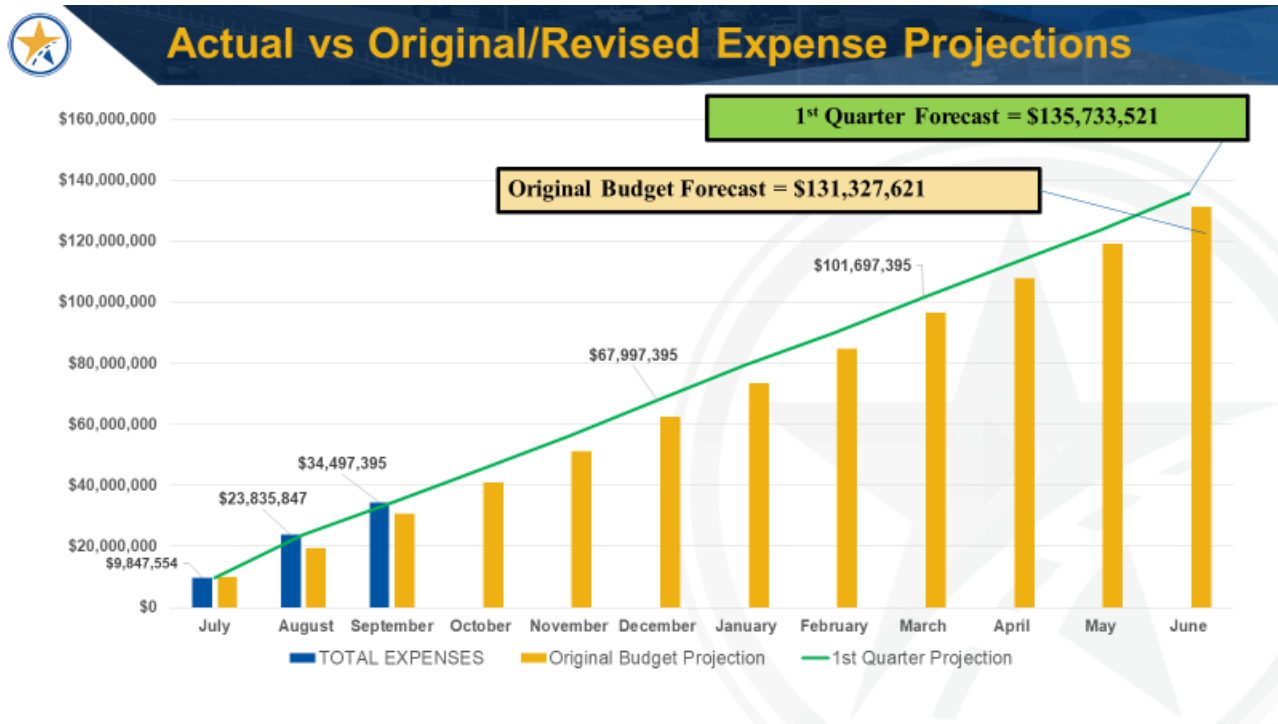
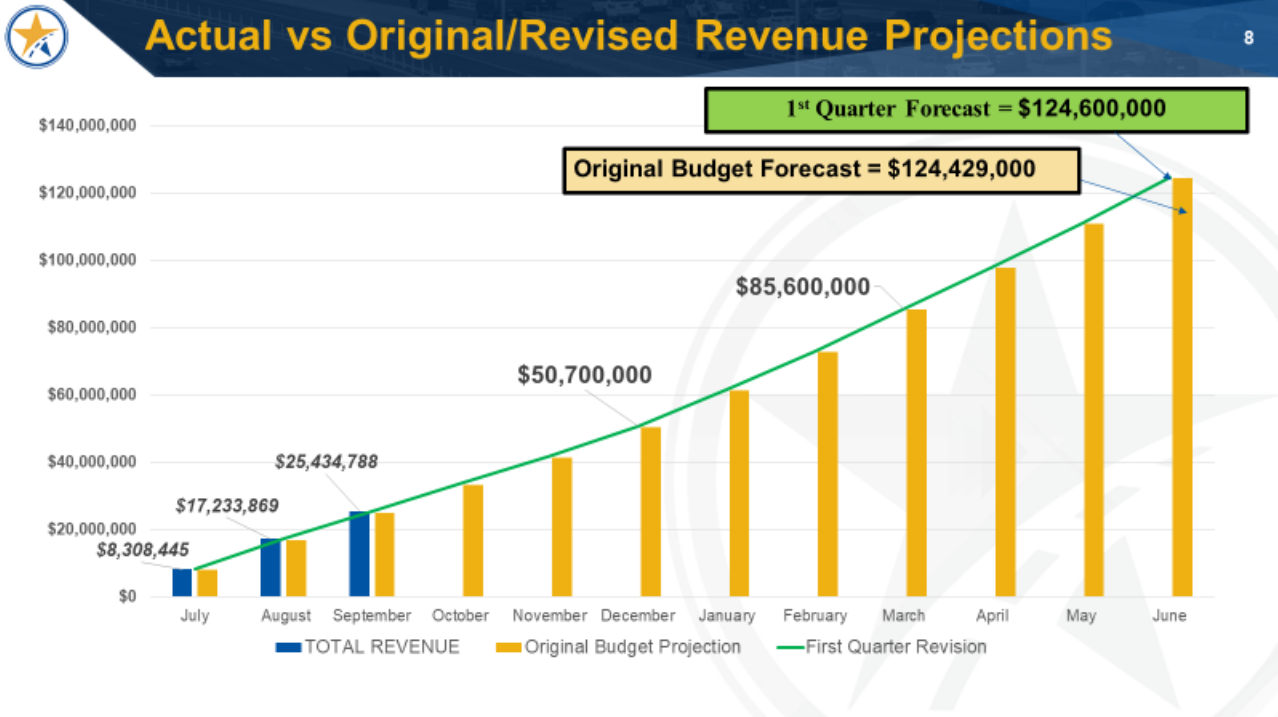
**Cash Waterfall** – As revenue comes in from the CTRMA toll operations it funds a series of requirements in a prioritized manner described as a “cash waterfall”. As each requirement is met, the remaining funds flow into the next requirement. CTRMA cash waterfall buckets flow as follows: Operations and Maintenance, Senior Debt/Debt Reserve, Subordinate Debt/Debt Reserve, Renewal and Replacement, Other Obligations (e.g. bank direct loans), and finally to the General Fund. As noted, there are required transfers to Debt service in the cash waterfall. These currently total \$4,642,683/month.

**Cash Reserve Policy** - The Board adopted a cash reserve policy designating 12 months of operating expenses as “restricted” within the unrestricted cash totals. At adoption of the FY 2021 budget, the operating cash reserves were **\$87,096,103**. We are not projecting the need to tap into these cash reserves during this Fiscal Year.

<b>Table 9</b>	<b>Unrestricted Cash - FY 2021</b>			
	<b>Fund</b>	<b>July, 2020</b>	<b>Aug, 2020</b>	<b>Sept, 2020</b>
Unrestricted Cash	\$122,733,449	\$116,655,782	\$116,170,936	
<b>Board Operating Cash Reserve Policy FY 2021</b>		<b>\$87,096,103</b>		

**ACTUAL VS BUDGETED, PROJECTED REVENUE AND EXPENSE CHARTS**

The charts below show the actual vs Budgeted, Projected Revenue and Expenses.



## MONTHLY TRANSACTION TRENDS

The charts below supplement the information that our CFO, Bill Chapman, provides to you on a weekly basis. The numbers are the same, these charts just provide a visual depiction of that same data.



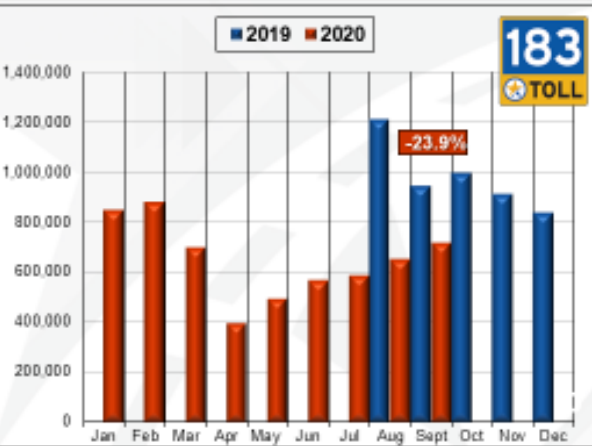
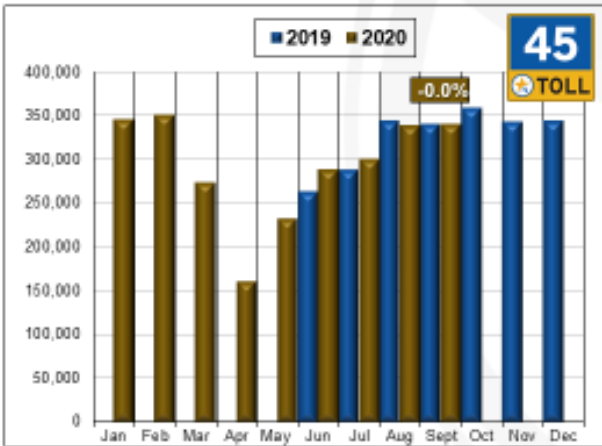
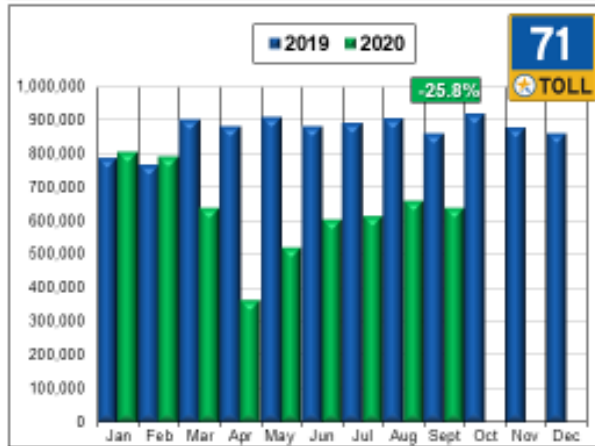
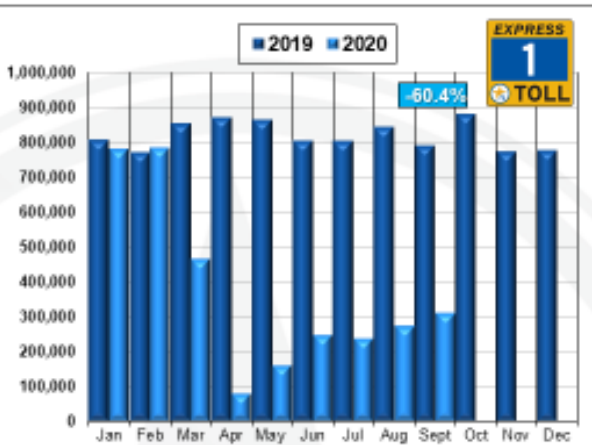
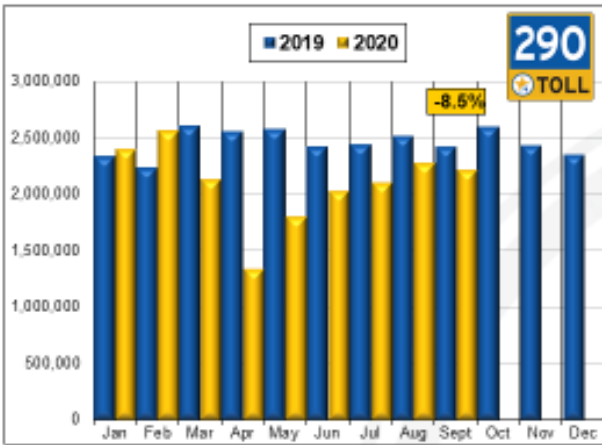
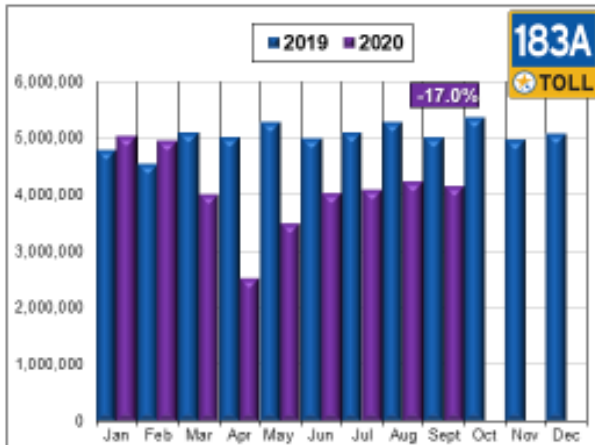
# Weekly Transaction Trend (All Roadways)

**Percent Change in Transactions Since First Week of March 2020**





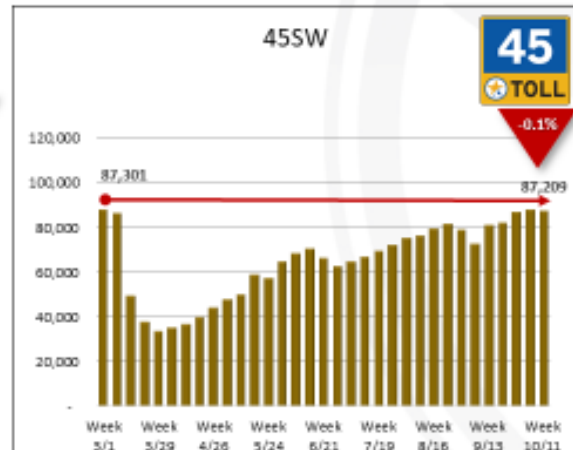
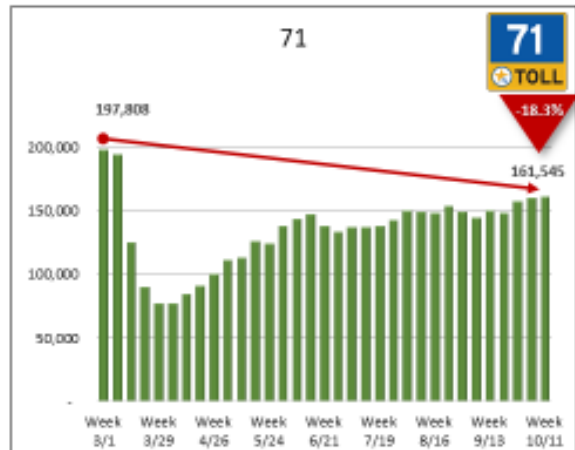
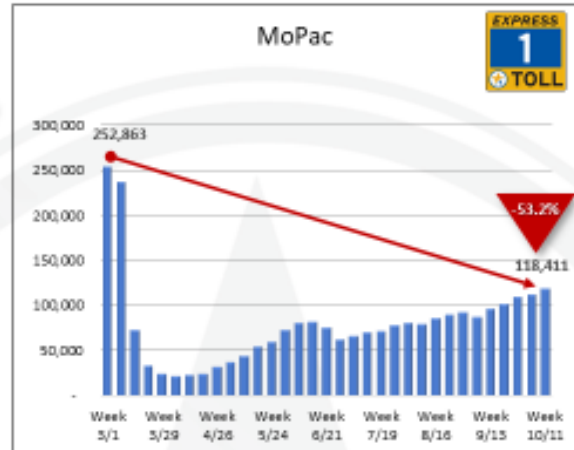
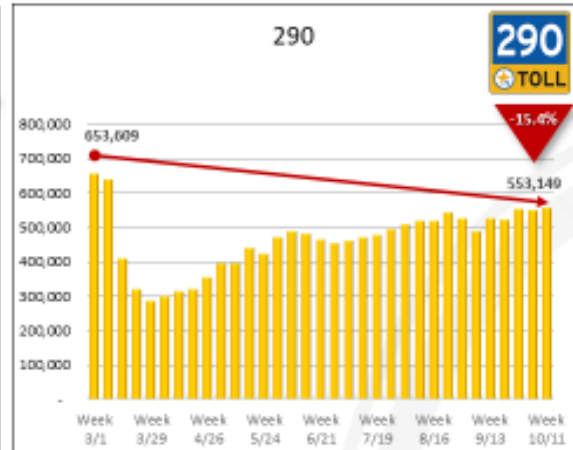
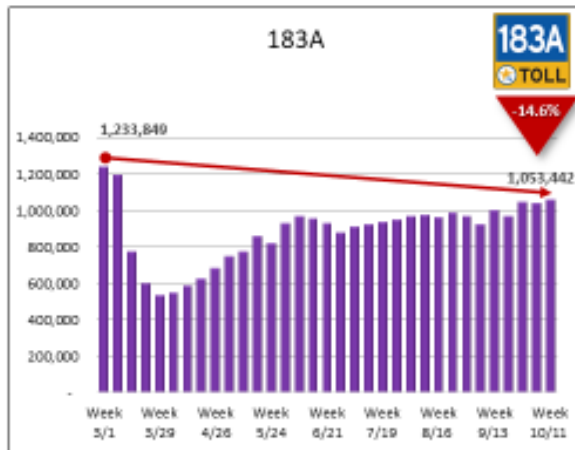
# Monthly Transaction Comparison (2019 vs 2020)



Notes: US 290 added flyover ramps at SH 130 in 2020 increasing overall transactions. 183 South was toll free in August 2019. 45SW and 183 South opened in summer 2019. MoPac transactions are by trip.



# Weekly Transaction Trends by Roadway



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CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

# 2021

FISCAL YEAR 2021  
**OPERATING  
BUDGET**



1<sup>st</sup> Quarter  
Budget Report  
October 2020

## INTRODUCTION

**Financial Tracking/Reporting** - The Central Texas Regional Mobility Authority tracks revenue and expenditures throughout the fiscal year. In support of the Strategic Plan values of “Transparency”, “Accountability”, “Credibility”, “Service”, “Innovation”, and “Integrity” we report this information on our website every month, we post the data to the Electronic Municipal Market Access (EMMA) website, and the Board reviews and votes to accept our monthly Financial Statements. We also provide a comparison of actual data to original budget projections, updates on the General Fund Balances and Reserves, and year end projections via the Quarterly Budget Reports. Beginning in Fiscal Year 2021, we are enhancing the Operating Budget reporting procedures by adding a “Monthly Budget Report” that will compare actuals to both the original budget projections and the updated projections provided in the Quarterly Budget Reports.

The table below summarizes the information included in each Operating Budget tracking Report/Statement.

Report/Statement	Information Included	Board Action
<b>Financial Statement</b>	<ol style="list-style-type: none"> <li>1. Actual Year to Date revenue and expenditures (by line item)</li> <li>2. Balance Sheet</li> <li>3. Statement of Cash Flow</li> <li>4. Investments by Fund</li> <li>5. Escrow Funds</li> <li>6. Project Contingency Funds</li> <li>7. TexSTAR Monthly Newsletter</li> </ol>	<b>Accept Financial Statement</b>
<b>Monthly Budget Report</b>	<ol style="list-style-type: none"> <li>1. Actual Monthly and Year to Date revenue and expenditures (same info as Financial Statement)</li> <li>2. <i>Actual Monthly/Year to Date Transaction Data</i></li> <li>3. <i>Comparison of actuals to original budget projections/historical trends</i></li> <li>4. <i>Comparison of actuals to Quarterly Budget projections</i></li> </ol>	Informational only
<b>Quarterly Budget Report</b>	<ol style="list-style-type: none"> <li>1. Actual Year to Date revenue and expenditures</li> <li>2. <i>Year-end projections of revenues and expenditures</i></li> <li>3. <i>Discussion on projected Operating Budget significant variances with estimated program/initiative impacts</i></li> <li>4. <i>Update on General Fund Balances and Reserves;</i></li> <li>5. <i>Recommended Budget Amendment (potential restoration of program/initiative budget reductions)</i></li> </ol>	<b>Potential Budget Amendment</b>



**First Quarter Budget Report** - *The first Quarter Budget report was developed using 3 months of activity (July-Sept), with departmental projections of anticipated spending and revenue trends for the remainder of the fiscal year. This report provides the detail and analysis of the year-end projections using statistical data, economic analysis, professional judgment and expertise from our Department Directors, financial advisors, and traffic and revenue consultants. Under these unprecedented times, and with only three months of history, predicting year-end revenue is especially challenging.*

The following discussions, analysis, and recommendations are included in this report:

- A high-level OVERVIEW of monthly and year to date revenues and expenditures
  - Comparison of actuals to original budget projections
  - Discussion on projected Operating Budget significant variances (defined as \$100,000 or greater) for expense line items
  - A high-level summary of year end projected revenues and expenditures
  - Update on General Fund Balances and Reserves
  - Weekly/Monthly Transaction Trends.
-

## REVENUE

### Overview - Monthly and year to date Revenue

The actual total revenue through September 2020 was **\$25,434,788** as shown below.

Revenue from TxTag transactions and interoperable tag transactions from HCTRA, NTTA, Kansas, and Oklahoma, is categorized as “**Tag Revenue**”. Revenue from Pay by Mail transactions is categorized as “**Video Tolls**”. The fees paid by customers to utilize the pay by mail system and late fees are categorized as “**Fee Revenue**”.

**Table 1- Actual Revenue Year to Date (YTD)**

REVENUES	Adopted Budget <small>*Revised June 26th</small>	July	Aug	Sept	Actual Revenue thru Sept
Tag Revenue	\$87,282,802*	\$5,543,862	\$5,777,296	\$5,826,537	\$17,147,694
Video Tolls	\$23,301,118*	\$1,768,870	\$1,687,409	\$1,611,699	\$5,067,979
Fee Revenue	\$8,342,080*	\$915,294	\$1,004,780	\$697,250	\$2,617,325
<b>Total Operating Revenue</b>	<b>\$118,926,000</b>	<b>\$8,228,026</b>	<b>\$8,469,486</b>	<b>\$8,135,485</b>	<b>\$24,832,998</b>
Interest Income	\$2,500,000	\$80,419	\$74,947	\$65,434	\$220,800
Grant Revenue	\$3,000,000	\$0	\$380,990	\$0	\$380,990
Misc. Revenue	\$3,000	\$0	\$0	\$0	\$0
<b>Total Other Revenue</b>	<b>\$5,503,000</b>	<b>\$80,419</b>	<b>\$455,937</b>	<b>\$65,434</b>	<b>\$601,790</b>
<b>TOTAL REVENUE</b>	<b>\$124,429,000</b>	<b>\$8,308,445</b>	<b>\$8,925,423</b>	<b>\$8,200,919</b>	<b>\$25,434,788</b>

Year to Date Revenue by Roadway - Each roadway’s operating revenue through September 2020 is detailed below.

**Table 2 – Roadway Operating Revenue Year to Date (YTD) through September 2020**

<u>Roadway</u>	<u>Toll Tag</u>	<u>Video Tolls</u>	<u>Fees</u>	<u>Operating Revenue YTD Total by Roadway</u>
183A	\$9,920,866	\$2,786,218	\$1,225,128	\$13,932,212
290E	\$3,688,162	\$1,076,096	\$799,044	\$5,563,301
71E	\$1,274,386	\$378,768	\$219,972	\$1,873,126
45SW	\$725,324	\$197,509	\$71,235	\$994,068
183 South	\$1,255,511	\$431,687	\$230,044	\$1,917,242
MoPac	\$283,445	\$197,701	\$71,901	\$553,048
<b>Total Revenue</b>	<b>\$17,147,694</b>	<b>\$5,067,979</b>	<b>\$2,617,325</b>	<b>\$24,832,998</b>

## Comparison of Actuals to Original Revenue Projections

We projected that operating revenues for July through December of 2020 would be about \$8 million/month. Operating revenues for July, August, and September were \$8,228,026, \$8,469,486, and \$8,135,485 respectively. The cumulative total for Operating revenues through September is \$24,832,998 as you can see below. Adding in Other Revenue, the **Total Revenue through September is \$25,434,788**. Compared to the original forecast, Total Revenues are **\$447,788 more than projected through September.**

Please note that there could be wide swings in CTRMA revenues as we continue to adapt and react to the COVID-19 pandemic.

REVENUES	Projected Revenue thru Sept	Actual Revenue thru Sept	Delta (less than projected)	Delta %
Tag Revenue	\$17,572,000	\$17,147,694	(\$424,306)	(2.4%)
Video Tolls	\$4,691,000	\$5,067,979	\$376,979	8.0%
Fee Revenue	\$1,679,000	\$2,617,325	\$938,325	55.9%
<b>Total Operating Revenue</b>	<b>\$23,942,000</b>	<b>\$24,832,998</b>	<b>\$890,998</b>	<b>3.7%</b>
Interest Income	\$625,000	\$220,800	(\$404,200)	(64.7%)
Grant Revenue	\$420,000	\$380,990	(\$39,010)	(9.3%)
Misc. Revenue	\$0	\$0	\$0	0%
<b>Total Other Revenue</b>	<b>\$1,045,000</b>	<b>\$601,790</b>	<b>(\$443,210)</b>	<b>(42.4%)</b>
<b>TOTAL REVENUE</b>	<b>\$24,987,000</b>	<b>\$25,434,788</b>	<b>\$447,788</b>	<b>1.8%</b>

### Deltas in Projected Revenue vs Actual:

- 1) Tag Revenue, Video Tolls, and Fee Revenue – The big picture shows that the Total Operating Revenue **came in \$890,998 more than the budget forecast**. The ratio of Tag, Video, and Fee Revenue of the total operating revenue has been slightly different than we've seen historically. Tag Revenue historically accounts for about 73-75% of Total Operating Revenue, Video Tolls about 19-20%, and Fee Revenue about 6-8%. We projected our monthly revenue ratio of the Total using those historic percentages. Tag Revenue through September came in less than historical at about 69% of our Total Operating Revenue. While Video Tolls came in at the historical level of 20%, and Fees came in higher at 11%.

#### **Operating Revenue Category - % of Total**

Revenue %	Tag Revenue	Video Tolls	Fee Revenue
Historical (budgeted)	73%	20%	7%
<i>Through September</i>	<i>69%</i>	<i>20%</i>	<i>11%</i>

- 2) Interest Income will vary throughout the year as returns for our investments.
- 3) Grant Revenue comes from the Rider 42 funding which reimburses MoPac South expenditures during the environmental process.

## Year-End Revenue Projections

Projected year end revenue was estimated using the actual monthly revenue through September and then using the originally forecasted revenue for the remaining nine months of FY 2021. We revised the allocation of projected total revenue to each category (Tag, Video, and Fee) based on the average percentages for July–September 2020. The resulting revenue projections for each revenue category are detailed below.

<b>Table 4</b>		<b>Projected Year-End Revenue</b>		
<b>REVENUES</b>	<b>Adopted Budget</b> <i>*Revised June 26th</i>	<b>Projected Year End</b>	<b>Delta</b> <b>(less than budget)</b>	<b>Delta %</b>
Tag Revenue	\$87,282,802*	\$82,700,000	(\$4,582,802)	(5.2%)
Video Tolls	\$23,301,118*	\$24,100,000	\$798,882	3.4%
Fee Revenue	\$8,342,080*	\$13,100,000	\$4,757,920	57.0%
<b>Total Operating Revenue</b>	<b>\$118,926,000</b>	<b>\$119,900,000</b>	<b>\$974,000</b>	<b>0.8%</b>
<i>Interest Income</i>	<i>\$2,500,000</i>	<i>\$1,500,000</i>	<i>(\$1,000,000)</i>	<i>(40.0%)</i>
<i>Grant Revenue</i>	<i>\$3,000,000</i>	<i>\$3,000,000</i>	<i>\$0</i>	<i>0%</i>
<i>Misc. Revenue</i>	<i>\$3,000</i>	<i>\$200,000</i>	<i>\$197,000</i>	<i>-</i>
<b>Total Other Revenue</b>	<b>\$5,503,000</b>	<b>\$4,700,000</b>	<b>(\$803,000)</b>	<b>(14.6%)</b>
<b>TOTAL REVENUE</b>	<b>\$124,429,000</b>	<b>\$124,600,000</b>	<b>\$171,000</b>	<b>0.1%</b>

The Fiscal Year 2021 projected **Total Revenue** at year end is expected to be about **\$171,000 more than the adopted budget**.

### Substantive Line Item Deltas in Projected Year End Revenue vs Budget:

#### a. OPERATING REVENUE

- i. **TAG REVENUE** - *Projected Year End: \$82,700,000*. Budget: \$87,282,802. **Delta = \$4,582,802 less than projected**. We are assuming that Tag Revenue portion of the total Operating Revenue will be less than the original 73% budgeted. Using the actual data through September, we are projecting that about 69% of the total Operating Revenue will come from Tag Revenue going forward. So, while the total Operating Revenue is projected to be higher than budgeted, we are projecting that Tag Revenues will account for a smaller share of that total.
- ii. **VIDEO TOLL** - *Projected Year End: \$24,100,000*. Budget: \$23,301,118. **Delta = \$798,882 more than projected**. We are assuming that the Video Tolls portion of the Total Operating Revenue will stay about the same as the budgeted 20% based on the actual data through September.
- iii. **FEE REVENUE** - *Projected Year End: \$13,100,000*. Budget: \$8,342,080. **Delta = \$4,757,920 more than projected**. We are assuming that Fee Revenue proportion of total Operating Revenue will increase from 7% (budgeted) to about 11% based on the actual data through September.

- b. **INTEREST INCOME** - *Projected Year End: \$1,500,000*. Budget: \$2,500,000. **Delta = \$1,000,000 less than projected**. Interest Income will vary throughout the year as returns for our investments fluctuate. At budget we estimated less than 50% of prior year actuals and even that reduction was too optimistic.

- c. **MISC REVENUE** - *Projected Year End: \$200,000*. Budget: \$3,000. **Delta = \$197,000 more than projected**. Travis County pays a 2% administrative fee to help offset CTRMA costs for managing their bond projects. This fee is projected to total about \$200,000 for FY21, will come in under the Misc. Revenue line item starting in October, and was not accounted for in the adopted budget.

## EXPENSES

### Overview - Monthly and year to date

The actual total expenses through September 2020 were **\$34,497,395** as shown below.

<b>Table 5 – Expenses Through September 2020</b>					
<b>EXPENSES</b>	<b>Adopted Budget</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Actual Expenses thru Sept</b>
Salaries/Benefits	\$6,572,687	\$442,774	\$464,708	\$448,857	\$1,356,339
Administrative	\$3,450,200	\$202,269	\$274,627	\$256,757	\$733,653
Operations/Maintenance	\$25,376,689	\$2,384,234	\$1,383,880	\$1,649,650	\$5,417,764
Other	\$51,721,420	\$3,589,443	\$8,182,378	\$4,354,166	\$16,125,986
Non-Operating	<u>\$44,206,626</u>	<u>\$3,228,834</u>	<u>\$3,682,701</u>	<u>\$3,952,118</u>	<u>\$10,863,654</u>
<b>TOTAL EXPENSES</b>	<b><i>\$131,327,621</i></b>	<b><i>\$9,847,554</i></b>	<b><i>\$13,988,293</i></b>	<b><i>\$10,661,548</i></b>	<b><i>\$34,497,395</i></b>

### Comparison of Actuals to Original Projections

During the development of our FY 2021 Operating Budget, we asked the Department Directors to take an additional step. We asked them to project their operating expenditures on a monthly basis since some of our expenditures throughout the year are not linear. Being our first effort at monthly projections, we expect to learn as we go and refine the projections via the quarterly budget reports.

<b>Table 6 – Expenses through September (Actual vs. Original Projections)</b>				
<b>EXPENSES</b>	<b>Projected Expenses thru Sept</b>	<b>Actual Expenses thru Sept</b>	<b>Delta (more than projected)</b>	<b>Delta %</b>
Salaries/Benefits	\$1,603,400	\$1,356,339	\$247,061	15.4%
Administrative	\$850,000	\$733,653	\$116,347	13.7%
Operations/Maintenance	\$6,342,500	\$5,417,764	\$924,736	14.6%
Other	\$11,417,000	\$16,125,986	(\$4,708,986)	(41.2%)
Non-Operating	\$10,517,000	\$10,863,654	(\$346,654)	(3.3%)
<b>TOTAL EXPENSES</b>	<b><i>\$30,729,900</i></b>	<b><i>\$34,497,395</i></b>	<b><i>(\$3,767,495)</i></b>	<b><i>(12.3%)</i></b>

Total Expenses are **\$3,767,495 more than projected.** The majority of the delta is within the Other Expenses, **Non-Cash** category in the “Undevelopable Projects” line item as explained below. Taking that line item out of the total Expenses leaves a delta for the remaining Total Expenses of **\$701,153 less than projected through September.**

### Substantive Line Item Deltas in Projected Expenses vs Actual:

#### 1) SALARY/BENEFITS

- a. Salary Expense - Projected \$1,174,669. Actual \$1,002,025. **Delta = \$172,644 less than projected.** A vacant Finance position was filled in September. The budget also included an agency-wide COLA that has not currently been implemented. We reduced Engineering Salaries and Benefits by the revenue from the Travis County administration fee for their projects. Going forward this revenue will be booked in “Misc. Revenue”.

2) OPERATIONS/MAINTENANCE –a. OPERATIONS AND MAINTENANCE CONSULTING

- i. GEC Trust Indenture Support: Annual Facility Inspections: Projected \$58,169. Actual \$257,811 **Delta = \$199,642 more than projected.** Utilized the low traffic period to get ahead of inspections this year.
- ii. GEC Toll Ops Support: Projected \$187,5000. Actual \$56,147. **Delta = \$131,353 less than projected.** Actual work is less than originally projected. ITS Standards and the ITS Plan have not been launched.
- iii. GEC Roadway Ops Support: Maintenance Contract Support/Oversight: Projected \$21,658. Actual \$165,848. **Delta = \$144,280 more than projected.** More support required to launch new Performance Based Maintenance Contract (PBMC).
- iv. GEC Technology Support: Technology Development: Projected \$298,892. Actual \$479,203. **Delta = \$180,311 more than projected.** Software license for eBuilder (\$215k) expended earlier than projected.
- v. GEC General Support: General System Consultant: Projected \$390,000. Actual \$60,121. **Delta = \$329,879 less than projected.** Actual work is less than originally projected and there has been a delay in invoicing.

b. ROADWAY OPERATIONS AND MAINTENANCE

- i. Roadway Maintenance: Projected \$1,500,898. Actual \$1,078,280. **Delta = \$422,619 less than projected.** Invoicing is a work in progress with new contractor. Vendor is performing satisfactorily and burn rate is as projected.
- ii. Landscape Maintenance: Projected \$599,145. Actual \$0. **Delta = \$599,145 less than projected.** Invoicing is a work in progress with new contractor. Vendor is performing satisfactorily and burn rate is as projected.

c. TOLL PROCESSING AND COLLECTION EXPENSE

- i. Tag Collection Fees: Projected \$1,250,000. Actual \$1,365,382. **Delta = \$115,382 more than projected.** Directly related to increased Fee Revenue.

d. TOLL OPERATIONS EXPENSE

- i. ETC Maintenance Contract: Projected \$1,047,750. Actual \$704,980. **Delta = \$342,770 less than projected.** Primarily due to delay in invoicing.
- ii. ETC Development: Projected \$233,333. Actual \$481,505. **Delta = \$248,172 more than projected.** Related to changes to billing during the pandemic and accelerated work on enforcement system enhancements.

3) OTHER EXPENSESa. SPECIAL PROJECTS AND CONTINGENCIES –

- i. 71 Express Net Revenue Payment: *Projected \$575,000. Actual \$751,833.* **Delta = \$176,833 more than projected.** Directly tied to increased Revenue.
- ii. Other Contractual Services: *Projected \$30,000. Actual \$143,202.* **Delta = \$113,202 more than projected.** Participation in the CARTS Eastside Bus Transfer Station was approved by the Board via an Interlocal Agreement (ILA). Funding for CTRMA's financial support called out in the ILA (\$300,000) was listed as an "outflow" in the Consolidated System Summary of the adopted Operating Budget. We now must expense this item via an operating budget line item. The "Other Contractual" is the most logical line item in this case. The "Other Contractual" line item will likely come in over budget as a result.

b. NON-CASH –

- i. Undevelopable Projects: *Projected \$0. Actual \$4,468,748. Delta = \$4,468,748 more than projected.* As we begin to develop projects, we expend general funds to progress these potential projects. When these potential projects become CTRMA projects, we reimburse the General Fund as we move into project financing. However, if a project does not become a CTRMA asset, financially we must eventually write off the project development expenses. The “Undevelopable Projects” line item in the Non-Cash expenses reflects this write off. CTRMA explored the 290West (the Y at Oakhill) as an RMA project. Now that TxDOT is building that project, and they will own the asset, it is time to write off the project development expenses. CTRMA did receive a grant (reflected in previous fiscal years) that covered most of these expenses. Minor expenditures for the CTRMA progressing IH-35 are also included in this write off. This write off is a non-cash expense and was not included in the Operating Budget.

4) NON-OPERATING EXPENSE –

- a. Bond Issuance Expense: Projected \$510,000. Actual \$1,564,071. **Delta = \$1,054,071 more than projected.** Most of the delta resulted from refunding costs that were paid directly out of Bond proceeds.
- b. Interest Expense: Projected \$9,969,163. Actual \$9,277,532. **Delta = \$691,630 less than projected.** Every six months the interest expense may be adjusted depending on the nature of each bond series that makes up this interest expense.
-



## Year-End Expense projections

Projected year end expenses were estimated using the actual monthly expenses through September and using revised projected expenditures for each the remaining nine months of FY 2021. Expense projections for each expense category (Salaries/Benefits, Administrative, Operations/Maintenance, Other, and Non-Operating) are detailed below.

<b>Table 7</b>		<b>Projected Year End Expenses</b>		
<b>EXPENSES</b>	<b>Adopted Budget</b>	<b>Projected Year End</b>	<b>Delta (more than budget)</b>	<b>Var.%</b>
Salaries/Benefits	\$6,572,687	\$6,200,000	\$372,687	5.7%
Administrative	\$3,450,206	\$3,450,206	\$0	0%
Operations/Maintenance	\$25,376,689	\$25,376,689	\$0	0%
Other	\$51,721,420	\$56,500,000	(\$4,778,580)	(9.2%)
Non-Operating	\$44,206,626	\$44,206,626	\$0	0%
<b>TOTAL EXPENSES</b>	<b>\$131,327,621</b>	<b>\$135,733,521</b>	<b>(\$4,405,900)</b>	<b>(3.4%)</b>

The Fiscal Year 2021 projected total expenses at year end are expected to be about **\$4.4 million more than the adopted budget**. As reported in the September Budget Report, this projected overspend primarily results from a write off expense in “Non-Cash - Undevelopable Projects”. If a project does not become a CTRMA asset, financially we must eventually write off the project development expenses. This write off, **\$4,468,748**, for 290West (the Y at Oakhill) and minor expenses for IH-35, is a non-cash expense and was not included in the adopted Operating Budget. Disregarding the write off, we expect to come in **under budget by about \$63,000**. This does not include potential budget amendments that would restore previous projects, programs, and initiatives that were cut from this year’s budget.

This early in the Fiscal Year, we are projecting that most of the remaining expenditures will come in at budget. The only exceptions are within the Non-Cash Undevelopable Projects noted above, Salaries and Benefits, and the Special Projects and Contingencies expense categories as detailed below.



**Substantive Line Item Deltas in Projected Year End Expenses vs Budget:****1) OTHER EXPENSES****a. NON-CASH:**

i. Undevelopable Projects - ***Projected Year End: \$4,468,748.*** Budget: \$0. **Delta = \$4,468,748 more than projected.** Resulting from the write off for project development expenses for 290West (the Y at Oakhill) and IH-35. This write off is a non-cash expense and was not included in the Operating Budget.

**b. SPECIAL PROJECTS AND CONTINGENCIES**

i. Other Contractual Services: ***Projected Year End: \$520,000.*** Budget: \$220,000. **Delta = \$300,000 more than projected.** Participation in the CARTS Eastside Bus Transfer Station was approved by the Board via an Interlocal Agreement (ILA). Funding for CTRMA's financial support called out in the ILA (\$300,000) was listed as an "outflow" in the Consolidated System Summary of the adopted Operating Budget. We now must expense this item via an operating budget line item. The "Other Contractual" is the most logical line item in this case. The "Other Contractual" line item will likely come in over budget as a result.

**2) SALARY AND BENEFITS****a. SALARIES AND WAGES**

i. Salary Expense - Regular – ***Projected Year End: \$4,600,000.*** Budget: \$4,853,694. **Delta = \$253,694 less than projected.**

- A vacant Finance position budgeted for the entire year was filled in September.
- Agency-wide cost of living allowance (COLA) budgeted for the full year has not currently been implemented.
- Salary savings resulting from vacancies.

**b. BENEFITS**

ii. TCDRS, FICA, FICA Med, Health Insurance, etc. – ***Projected Year End: \$1,600,000.*** Budget: \$1,714,385. **Delta = \$114,385 less than projected.**

- Costs for benefits are reduced incrementally with the projected underspend on salary expenses.
- Health Insurance costs are going down starting in January and as result will be less than budgeted.

## General Fund Balances and Reserves

The current Unrestricted Cash, as of 9/30/2020, **totaled \$112,671,517** as shown below. The “unrestricted” term means that these funds can be used for any use allowed by State statutes and CTRMA policies. The \$10,078,727 shown in the Grant Fund account are residual grant funds from the 183A Phase one project.

The Debt Service Reserve Funds reserves cash assets that are designated by CTRMA to ensure full and timely payments to bond holders. The reserve funds provide additional security for our bond indenture, which ultimately reduces the risk premium, or amount of interest desired by investors.

<b>Table 8</b>		<b>Debt Service Reserve Funds</b>	
<b>Fund</b>	<b>Unrestricted Cash as of 9/30/2020</b>	<b>Fund</b>	<b>Amount</b>
General Fund	\$72,601,687	Senior Lien Debt Service Reserve	\$84,218,188
Grant Fund	\$10,078,727	Sub Lien Debt Service Reserve	<u>\$18,044,016</u>
MoPac General Fund	\$10,468,979	<b>Total Debt Service Reserves</b>	<b>\$102,262,204</b>
71E Revenue Fund	\$14,020,556		
MoPac Operating Fund	\$1,744,522		
CTRMA Operating Fund	<u>\$3,766,594</u>		
<b>Total</b>	<b>\$112,671,517</b>		

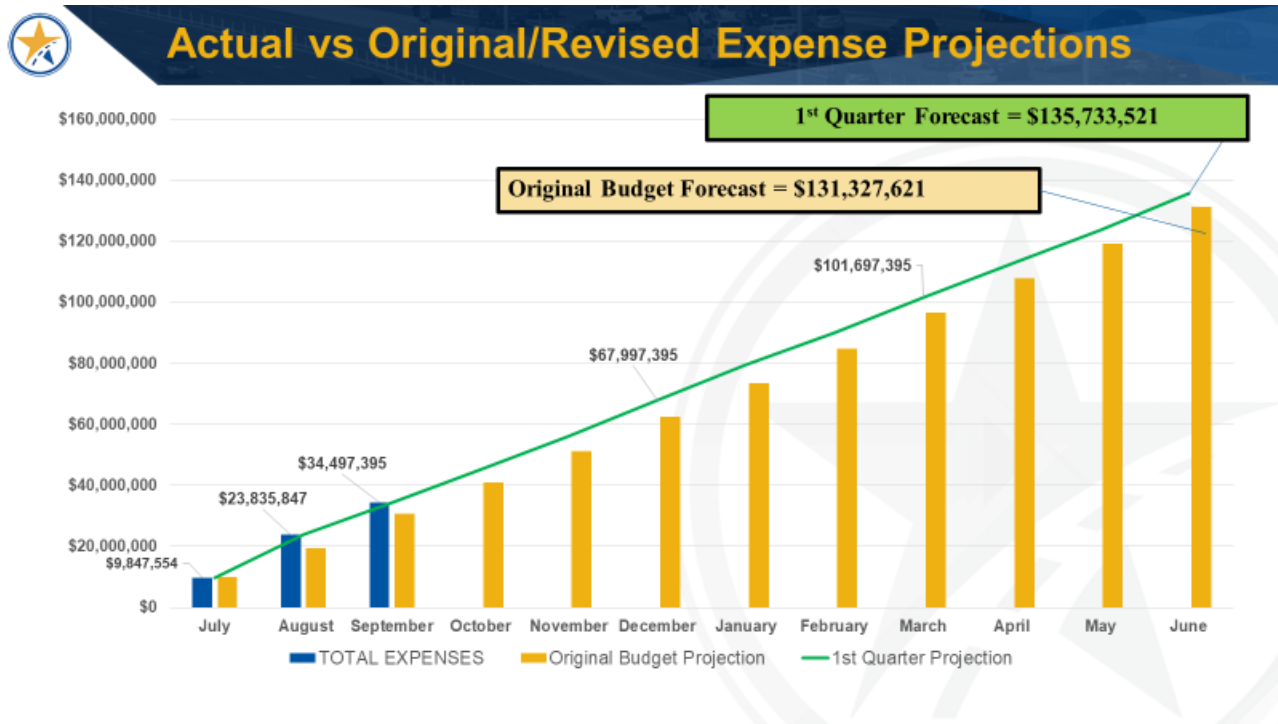
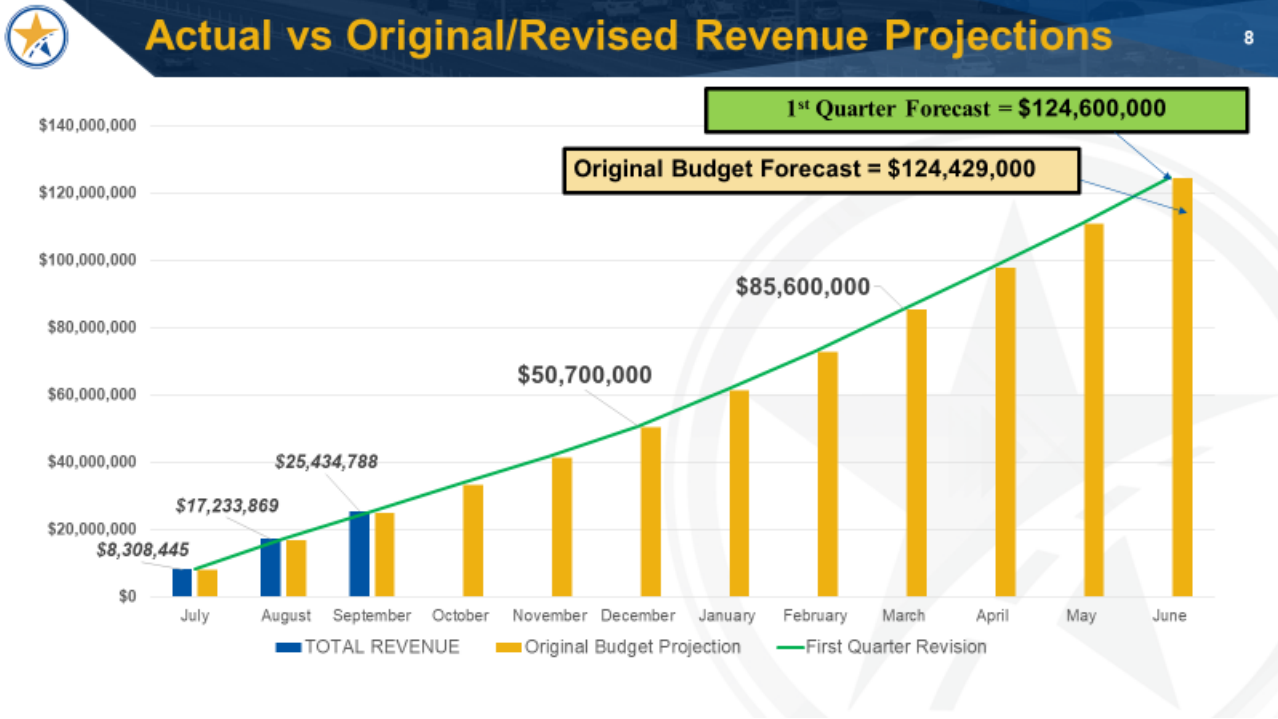
**Cash Waterfall** – As revenue comes in from the CTRMA toll operations it funds a series of requirements in a prioritized manner described as a “cash waterfall”. As each requirement is met, the remaining funds flow into the next requirement. CTRMA cash waterfall buckets flow as follows: Operations and Maintenance, Senior Debt/Debt Reserve, Subordinate Debt/Debt Reserve, Renewal and Replacement, Other Obligations (e.g. bank direct loans), and finally to the General Fund. As noted, there are required transfers to Debt service in the cash waterfall. These currently total \$4,642,683/month.

**Cash Reserve Policy** - The Board adopted a cash reserve policy designating 12 months of operating expenses as “restricted” within the unrestricted cash totals. At adoption of the FY 2021 budget, the operating cash reserves were **\$87,096,103**. We are not projecting the need to tap into these cash reserves during this Fiscal Year.

<b>Table 9</b>	<b>Unrestricted Cash - FY 2021</b>			
	<b>Fund</b>	<b>July, 2020</b>	<b>Aug, 2020</b>	<b>Sept, 2020</b>
Unrestricted Cash		\$122,733,449	\$116,655,782	\$116,170,936
<b>Board Operating Cash Reserve Policy FY 2021</b>		<b>\$87,096,103</b>		

**ACTUAL VS BUDGETED, PROJECTED REVENUE AND EXPENSE CHARTS**

The charts below show the actual vs Budgeted, Projected Revenue and Expenses.



## MONTHLY TRANSACTION TRENDS

The charts below supplement the information that our CFO, Bill Chapman, provides to you on a weekly basis. The numbers are the same, these charts just provide a visual depiction of that same data.



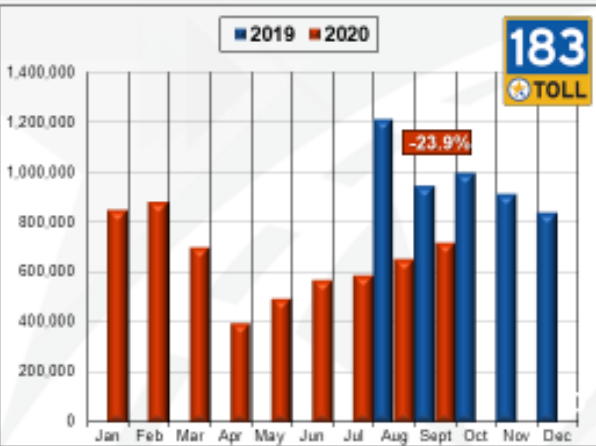
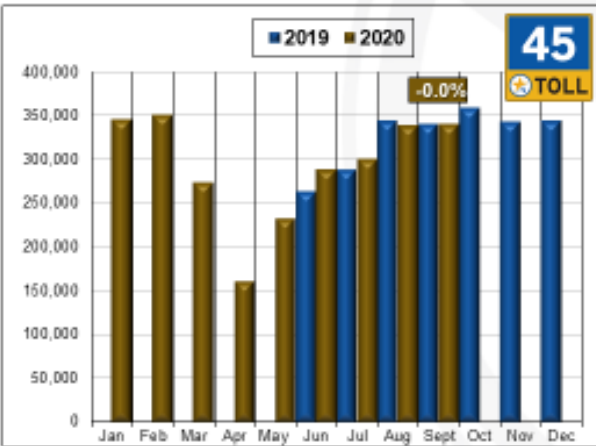
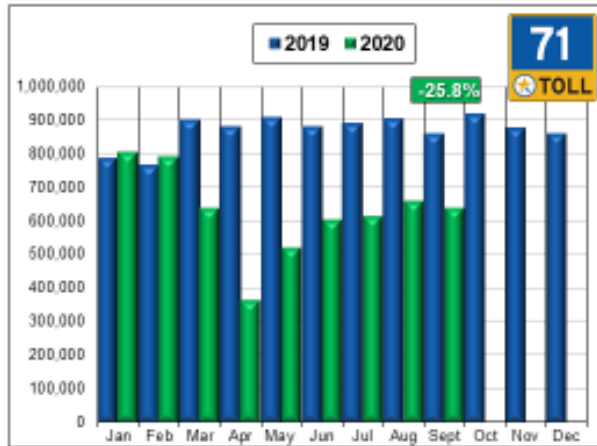
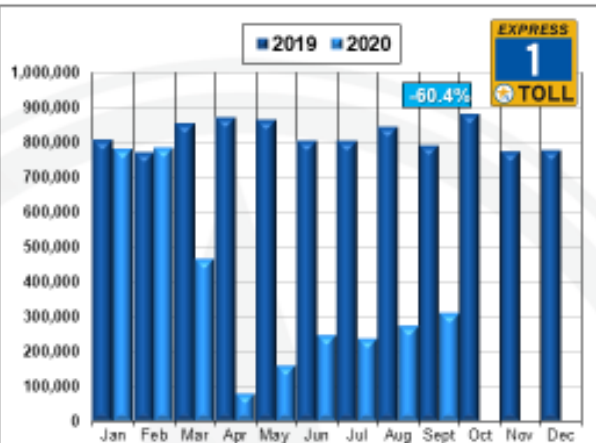
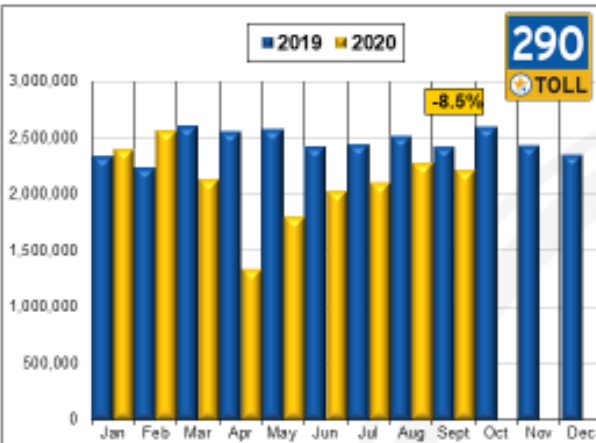
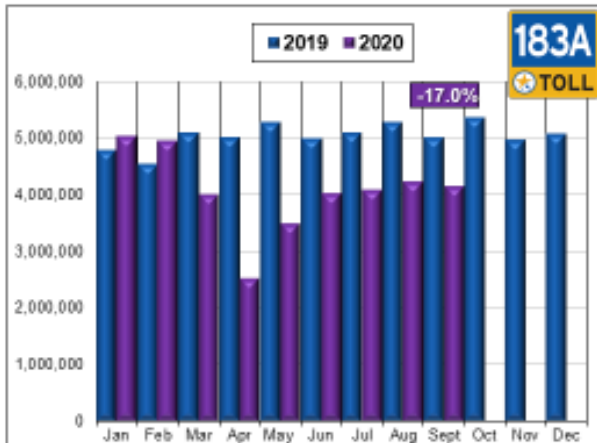
# Weekly Transaction Trend (All Roadways)

**Percent Change in Transactions Since First Week of March 2020**





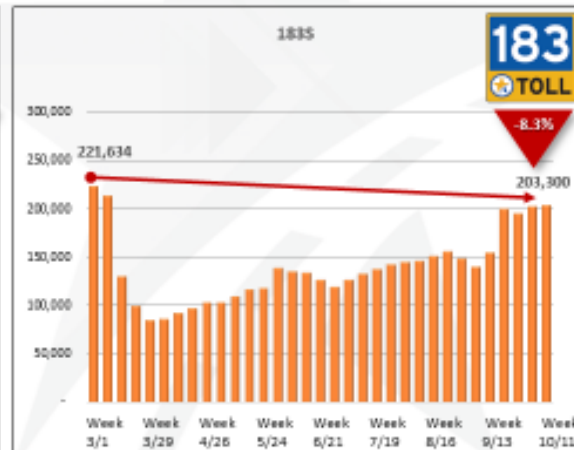
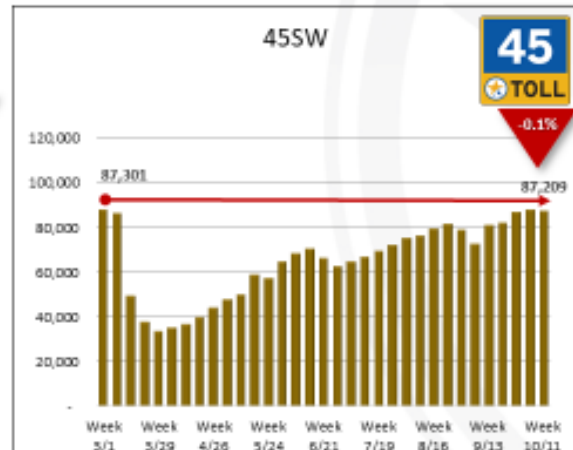
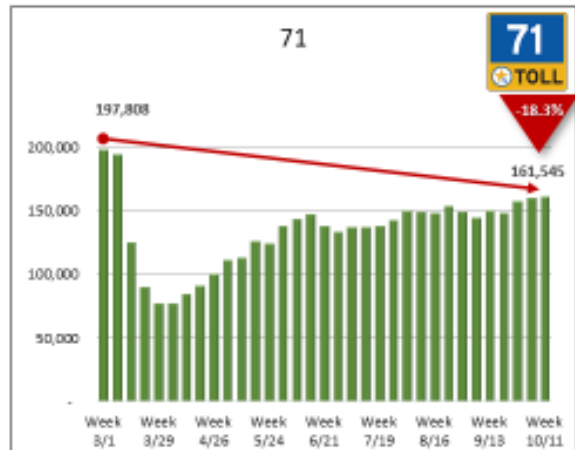
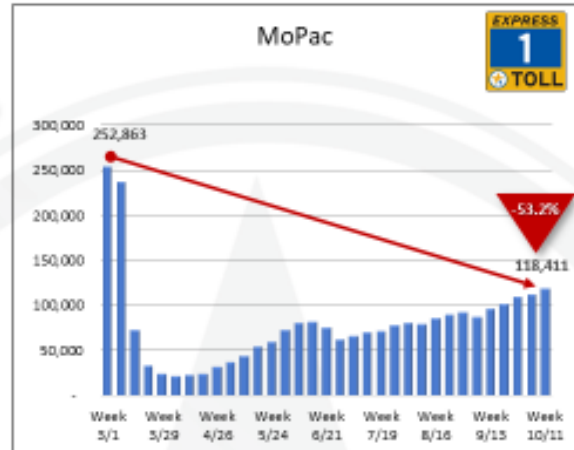
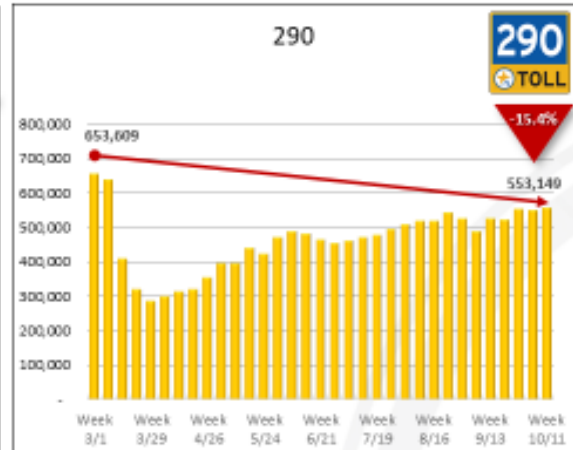
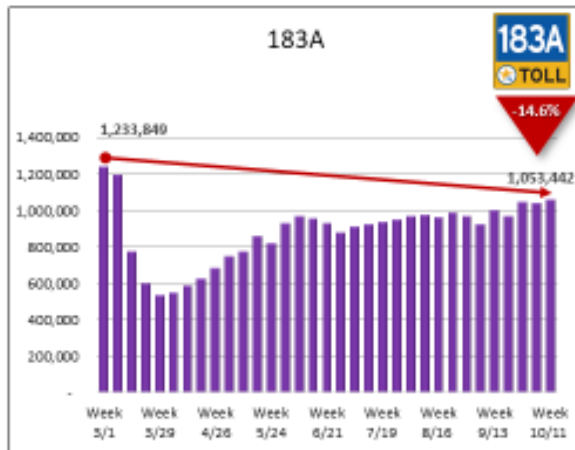
# Monthly Transaction Comparison (2019 vs 2020)



Notes: US 290 added flyover ramps at SH 130 in 2020 increasing overall transactions. 183 South was toll free in August 2019. 45SW and 183 South opened in summer 2019. MoPac transactions are by trip.



# Weekly Transaction Trends by Roadway



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CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 28, 2020  
**AGENDA ITEM #6**

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Discuss and consider amending the FY 2021  
Operating Budget

Strategic Plan Relevance: Regional Mobility

Department: Finance

Contact: Robert Goode, Deputy Executive Director; Bill Chapman, Chief Financial Officer; Mary Temple, Controller

Associated Costs: N/A

Funding Source: N/A

Action Requested: Discuss and potentially take action

**Background** – The Board approved the Fiscal Year (FY) 2021 Operating Budget on June 24, 2020. Staff noted that given the context within which this Operating Budget will be implemented, the development of both revenue and expense projections was challenging. Not knowing the longer-term impact due to COVID-19 on revenue, the budget pared back expenses to reflect that uncertainty.

During deliberation on the FY 2021 Operating Budget, the Board requested monthly updates regarding expenditures and revenue and quarterly budget reports with year-end projections. Acknowledging the uncertainty of this fiscal year, the Board stated that they would consider amendments if necessary, at the end of each quarter to account for changed conditions.

**Action Requested/Staff Recommendation** – Staff does not recommend amending the FY 2021 Operating Budget at this time. Therefore, the Board does not need to take any action on this agenda item. We will continue to update the budget on a monthly basis and will revisit year end projections in the 2<sup>nd</sup> Quarter Budget Report. We will bring a potential budget amendment forward at your January Board meeting.

Backup Provided: N/A





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 28, 2020  
**AGENDA ITEM #7**

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Discuss and consider taking action to authorize the Mobility Authority's staff and consultants to take such actions as may be necessary to apply for and negotiate the terms of a loan agreement with the United States Department of Transportation relating to the financing of System Improvements, including the 183A Phase III Project

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

**Background** - The Mobility Authority is authorized to issue revenue bonds, notes, certificates or other obligations for the purposes of (i) financing and refinancing all or a portion of the cost of the acquisition, construction, improvement, extension or expansion of one or more turnpike projects (as defined in the Act), (ii) refunding, defeasing and redeeming any such obligations previously issued by the Authority and (iii) paying the expenses of issuing such revenue bonds, notes, certificates or other obligations.

The Mobility Authority has certain outstanding loans with the United States Department of Transportation (USDOT) pursuant to the Transportation Infrastructure Finance and Innovation Act (TIFIA) relating to System Improvements. Low current interest rates give the Mobility Authority an opportunity to refinance these loans to reduce financing costs.

**Previous Actions** - On September 30, 2020 the board adopted Resolution 20-061 (the "Resolution") authorizing the issuance of System revenue obligations to finance the design and construction of certain System improvements including the 183A Phase III project. These revenue obligations included the issuance, sale and delivery of Central Texas Regional Mobility Authority Senior Lien Revenue Bonds, Series 2020E (the "Bonds"), and Subordinate Lien Revenue Bond Anticipation Notes, Series 2020F (the "BANs"). The Bonds and the BANs are in the process of being marketed and sold and are expected to be delivered on November 19th. The BANs have a maturity date of January 1, 2025 and, as provided in the Resolution,

are expected to be refinanced by long-term revenue bonds upon substantial completion of the project.

**Action requested/Staff Recommendation** - Staff recommends the Board adopt the resolution authorizing the staff and the Authority's consultants to apply for and negotiate the terms of a loan agreement with the USDOT to refinance the BANs and to refinance other outstanding loans with USDOT.

Backup Provided:                      Draft Resolution

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

**RESOLUTION 20-0XX**

**AUTHORIZING THE APPLICATION FOR AND NEGOTIATION OF A LOAN  
AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION  
RELATING TO THE FINANCING OF SYSTEM IMPROVEMENTS, INCLUDING  
THE 183A PHASE III PROJECT**

WHEREAS, pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”), the Central Texas Regional Mobility Authority (the “Authority”), is authorized to: (i) study, evaluate, design, finance, acquire, construct, maintain, repair and operate transportation projects (as defined in the Act), individually or as a system (as defined in the Act); (ii) impose tolls, fees, fares or other charges for the use of each of its transportation projects and the different parts or sections of each of its transportation projects; (iii) borrow money from and enter into loan agreements or other arrangements with any public or private entity for any purpose authorized by the Act, including the design, engineering and construction of a transportation project, and (iv) pledge all or any part of its revenues and any other funds available to the Authority to the payment of any obligations of the Authority under agreements authorized by the Act; and

WHEREAS, the Authority expects to sell and deliver its Senior Lien Revenue Bonds, Series 2020E (the “Bonds”), and Subordinate Lien Revenue Bond Anticipation Notes, Series 2020F (the “BANs”) for the purpose of financing the costs of system improvements, including the 183A Phase III Project; and

WHEREAS, the BANs have a maturity date of January 1, 2025 and, as provided in the resolution authorizing the issuance of the BANs, are expected to be refinanced by long-term revenue bonds upon substantial completion of the 183A Phase III Project; and

WHEREAS, the Authority has certain outstanding loans with the United States Department of Transportation (“USDOT”); and

WHEREAS, the board has determined to authorize the application for and negotiation of a loan agreement with USDOT to refinance the BANs and other outstanding loan agreements with USDOT; and

WHEREAS, it is hereby found and determined that the meeting at which this Resolution is approved is open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Resolution, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended

NOW, THEREFORE. BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY THAT:

Section 1. Findings. The findings and determinations contained in the preambles hereof are hereby incorporated herein for all purposes as if set forth herein in their entirety.

Section 2. Authorization. The Board hereby authorizes the Authority's staff and consultants to take such actions as may be necessary to apply for and negotiate the terms of a loan agreement with USDOT to refinance the BANs and other outstanding loan agreements with USDOT. The final terms and provisions of such loan agreement will be subject to approval by the Board.

Section 3. Further Actions. The Chairman, Vice Chairman, Secretary and Treasurer of the Board, and the Executive Director, the Chief Financial Officer and the Controller of the Authority and all other staff of the Authority, and its professional consultants, are hereby authorized and directed to take any and all actions and to execute and deliver any and all instruments and documents as may be necessary or desirable to carry out and effectuate the purposes of this Resolution. All actions taken by such persons prior to the date of this Resolution for such purposes are hereby ratified and affirmed.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of October, 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 28, 2020  
**AGENDA ITEM #8**

Discuss and consider modifying the annual toll  
rate escalation becoming effective on  
January 1, 2021

Strategic Plan Relevance: Deliver on commitments to our customers/investors  
 Department: Finance  
 Contact: Bill Chapman, Chief Financial Officer  
 Associated Costs: N/A  
 Funding Source: Toll Revenues  
 Action Requested: Consider and take such action as necessary

**Background** - Section 301.002(a) of the Policy Code states that “the authority shall establish toll rates for each tolled facility operated by the authority. Each toll established by this section is subject to an adjustment on January 1 of each year under the procedure set forth in Section 301.003 (Annual Toll Rate Escalation). The executive director is authorized and directed to edit a toll established by this section to update and certify any change to a toll made pursuant to Section 301.003.”

**Non-variable toll rates** - Section 301.003 of the Policy Code provides that, each October, Mobility Authority staff must calculate a percentage increase in toll rates charged on non-variable rate Mobility Authority toll facilities using the formula established by that section. The formula is based on changes to the most recently published non-revised index of Consumer Prices for All Urban Consumers (CPI-U) before seasonal adjustment, as published by the Bureau of Labor Statistics of the U.S. Department of Labor. Each year, this Toll Rate Escalation Percentage is reported to the Board.

**Previous Actions** - The non-variable toll rates for the CTRMA Turnpike System have increased annually. The increases for each of the last six years are shown below.

Year	2015	2016	2017	2018	2019	2020
CPI-U	1.51%	-0.04%	1.46%	2.23%	2.27%	1.71%
Increase/gantry	\$0.01- \$0.03	\$0.01- \$0.04*	\$0.01- \$0.02	\$0.01- \$0.03	\$0.01- \$0.03	\$0.01- \$0.03

\*The board adopted a modified 2% increase effective January 2016

**2021 Increase for non-variable toll rates** - The Toll Rate Escalation Percentage calculated based on the September 2020 CPI-U is 1.37%. This percentage increase in toll rates will automatically become effective on January 1, 2021 unless the Board affirmatively votes to modify the percentage. If the percentage is not modified from CPI-U, this increase will result in an additional \$0.01 to \$0.02 toll charged at each gantry for a customer in a two-axle vehicle who uses a TxTAG or other transponder account.

The Traffic and Revenue (T&R) engineering consultant, Stantec, forecasted a 2.3% increase for the 2021 toll rates in their most recent report for 183A Phase III financing. That rate adds an extra \$0.01 to five gantries (183A: Crystal Falls Main Lane, 290E: Giles Main Lane, 71 East, 45SW, 183S: MLK Main Lanes) and an additional \$0.02 to one gantry (183A: Park Street Main Lane) over the CPI-U increase. Both potential rate increases (CPI-U and Stantec) are shown in the backup.

**2021 Increase for MoPac Express Lanes** - Section 301.002 of the Policy Code provides that, the minimum toll rate per segment for the MoPac Express Lanes will be adjusted annually by \$0.05 per segment until the minimum toll rate is \$0.50. This increase in toll rate, bringing the minimum toll rate per segment to \$0.40, will automatically become effective on January 1, 2021 unless the Board affirmatively votes to modify the increase.

**Staff Recommendation** - Staff recommends adopting the Stantec calculated rate increase of 2.30% for non-variable tolls to match the published Preliminary Official Statement (POS) used for 183A Phase III financing.

Backup Provided: Draft Resolution  
2021 CPI-U Toll Rate Calculation  
2021 Stantec T&R Toll Rate Calculation  
Traffic Consultant Certification

**January 2021 CPI-U Toll rate Calculation 183A , 290E, 71E, 45SW, 183S, MoPac**

			CPI <sup>t-12</sup>	CPI <sup>t</sup>	(CPI <sup>t</sup> -CPI <sup>t-12</sup> )/CPI <sup>t-12</sup>			2015	2020	
			Current	CPI base	CPI current	CPI	CPIu	New Toll	Original 183A	Original 183A
			Rate	Rate	Rate	Adjustment	Increase	rates	Toll	Toll
				Sep 2019	Sep 2020	1/1/2021		1/1/2021	Schedule	Schedule
<b>183A</b>	Crystal Falls ramps	ETC	\$ 0.44	256.759	260.28	1.37132%	\$ 0.01	\$ 0.45		
	Crystal Falls Main Lane	ETC	\$ 1.11	256.759	260.28	1.37132%	\$ 0.02	\$ 1.13		
	Scottsdale Ramp	ETC	\$ 0.62	256.759	260.28	1.37132%	\$ 0.01	\$ 0.63		
	Park Street mainlane	ETC	\$ 1.57	256.759	260.28	1.37132%	\$ 0.02	\$ 1.59	\$ 2.00	\$ 2.25
	Brushy Creek Ramps	ETC	\$ 0.62	256.759	260.28	1.37132%	\$ 0.01	\$ 0.63	\$ 0.75	\$ 1.00
	Lakeline Main Lane	ETC	\$ 0.58	256.759	260.28	1.37132%	\$ 0.01	\$ 0.59	\$ 0.70	\$ 0.90
<b>Manor</b>	183 Direct Connectors	ETC	\$ 0.59	256.759	260.28	1.37132%	\$ 0.01	\$ 0.60		
	Springdale ramps	ETC	\$ 0.59	256.759	260.28	1.37132%	\$ 0.01	\$ 0.60		
	Giles ramps	ETC	\$ 0.59	256.759	260.28	1.37132%	\$ 0.01	\$ 0.60		
	Giles Main Lanes	ETC	\$ 1.20	256.759	260.28	1.37132%	\$ 0.02	\$ 1.22		
	Harris Branch Parkway ramps	ETC	\$ 0.59	256.759	260.28	1.37132%	\$ 0.01	\$ 0.60		
	Parmer Main Lanes	ETC	\$ 0.59	256.759	260.28	1.37132%	\$ 0.01	\$ 0.60		
	130/290 Direct connectors	ETC	\$ 0.61	256.759	260.28	1.37132%	\$ 0.01	\$ 0.62		
<b>71E</b>	ETC	\$ 0.93	256.759	260.28	1.37132%	\$ 0.01	\$ 0.94			
<b>45SW</b>	Main Lanes	ETC	\$ 1.00	256.759	260.28	1.37132%	\$ 0.01	\$ 1.01		
<b>183S</b>	Loyola Lane ramps	ETC	\$ 0.65	256.759	260.28	1.37132%	\$ 0.01	\$ 0.66		
	MLK Main Lanes	ETC	\$ 1.21	256.759	260.28	1.37132%	\$ 0.02	\$ 1.23		
	Techni Center Ramp	ETC	\$ 0.89		Opening Toll Rate			\$ 0.89		
	Bolm Road Ramps	ETC			Opening Toll Rate			\$ 0.59		
	Montopolis Drive Main Lane Plaza	ETC			Opening Toll Rate			\$ 1.07		
	Direct Connectors to/from SH 71	ETC			Opening Toll Rate			\$ 0.59		
<b>MoPAC ML</b>	Per Gantry		2020					2021		
		\$ 0.35						\$ 0.40		

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

**RESOLUTION NO. 20-0XX**

**APPROVING A MODIFIED TOLL RATE ESCALATION PERCENTAGE  
EFFECTIVE JANUARY 1, 2021.**

WHEREAS, Section 301.003 of the Mobility Authority Policy Code provides that toll rates charged on toll roads in the Mobility Authority's Turnpike System may automatically increase effective January 1 of each year by a Toll Rate Escalation Percentage calculated based on annual changes to the index of Consumer Prices for All Urban Consumers, or by a modified Toll Rate Escalation Percentage adopted by the Board; and

WHEREAS, the automatic Toll Rate Escalation Percentage determined under Section 301.003 for this year is 1.37%; and

WHEREAS, the Executive Director, Chief Financial Officer, and financial advisors for the Mobility Authority recommend that the Board vote to adopt a modified Toll Rate Escalation Percentage of 2.3% effective January 1, 2021, resulting in the increased toll charges shown on the proposed "January 2021 Stantec Toll rate Calculation 183A, 290E, 71E, 45SW, 183S, MoPac" attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby adopts a modified Toll Rate Escalation Percentage of 2.3% effective January 1, 2021, to establish the new toll charges shown in Exhibit A; and

BE IT FURTHER RESOLVED that pursuant to Section 301.002(b) of the Policy Code, the charge for each tolled facility operated by the Mobility Authority shall be published on the Mobility Authority website to update and certify the toll rate changes adopted herein.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of October 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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



**Exhibit A**

**January 2021 Stantec Toll rate Calculation 183A , 290E, 71E, 45SW, 183S, MoPac**

			Current Rate	Stantec Adjustment 1/1/2021	Stantec Increase	Stantec New Toll rates 1/1/2021	CPIu New Toll rates 1/1/2021	Stantec Increase over CPI-U
<b>183A</b>	Crystal Falls ramps	ETC	\$ 0.44	2.30000%	\$ 0.01	\$ 0.45	\$ 0.45	\$ -
	Crystal Falls Main Lane	ETC	\$ 1.11	2.30000%	\$ 0.03	\$ 1.14	\$ 1.13	\$ 0.01
	Scottsdale Ramp	ETC	\$ 0.62	2.30000%	\$ 0.01	\$ 0.63	\$ 0.63	\$ 0
	Park Street mainlane	ETC	\$ 1.57	2.30000%	\$ 0.04	\$ 1.61	\$ 1.59	\$ 0.02
	Brushy Creek Ramps	ETC	\$ 0.62	2.30000%	\$ 0.01	\$ 0.63	\$ 0.63	\$ -
	Lakeline Main Lane	ETC	\$ 0.58	2.30000%	\$ 0.01	\$ 0.59	\$ 0.59	\$ -

<b>290E Manor</b>	183 Direct Connectors	ETC	\$ 0.59	2.30000%	\$ 0.01	\$ 0.60	\$ 0.60	\$ -
	Springdale ramps	ETC	\$ 0.59	2.30000%	\$ 0.01	\$ 0.60	\$ 0.60	\$ -
	Giles ramps	ETC	\$ 0.59	2.30000%	\$ 0.01	\$ 0.60	\$ 0.60	\$ -
	Giles Main Lanes	ETC	\$ 1.20	2.30000%	\$ 0.03	\$ 1.23	\$ 1.22	\$ 0.01
	Harris Branch Parkway ramps	ETC	\$ 0.59	2.30000%	\$ 0.01	\$ 0.60	\$ 0.60	\$ -
	Parmer Main Lanes	ETC	\$ 0.59	2.30000%	\$ 0.01	\$ 0.60	\$ 0.60	\$ -
	130/290 Direct connectors	ETC	\$ 0.61	2.30000%	\$ 0.01	\$ 0.62	\$ 0.62	\$ -

<b>71E</b>	ETC	\$ 0.93	2.30000%	\$ 0.02	\$ 0.95	\$ 0.94	\$ 0.01
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<b>45SW</b>	Main Lanes	ETC	\$ 1.00	2.30000%	\$ 0.02	\$ 1.02	\$ 1.01	\$ 0.01
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<b>183S</b>	Loyola Lane ramps	ETC	\$ 0.65	2.30000%	\$ 0.01	\$ 0.66	\$ 0.66	\$ -
	MLK Main Lanes	ETC	\$ 1.21	2.30000%	\$ 0.03	\$ 1.24	\$ 1.23	\$ 0.01
	Techni Center Ramp	ETC	\$ 0.89	Opening Toll Rate		\$ 0.89	\$ 0.89	\$ -
	Bolm Road Ramps	ETC		Opening Toll Rate		\$ 0.59	\$ 0.59	\$ -
	Montopolis Drive Main Lane Plaza	ETC		Opening Toll Rate		\$ 1.07	\$ 1.07	\$ -
	Direct Connectors to/from SH 71	ETC		Opening Toll Rate		\$ 0.59	\$ 0.59	\$ -

Per Policy Code

MoPAC ML	Per Gantry	2020	\$ 0.35	2021	\$ 0.40
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**TRAFFIC CONSULTANT CERTIFICATION**  
**(October 2020 Toll Modification)**

The undersigned is a duly authorized officer of Stantec Consulting Services Inc. serving as traffic consultant (the "Traffic Consultant") to the Central Texas Regional Mobility Authority ("Authority") pursuant to that certain Master Trust Indenture, dated as of February 1, 2005, between the Authority and Regions Bank, as successor in trust to JPMorgan Chase Bank, National Association, as Trustee (the "Master Trust Indenture"), relating to the issuance of Obligations thereunder. Any capitalized terms not otherwise defined herein have the respective meaning given to such terms in the Master Trust Indenture.

1. In accordance with Section 502 of the Master Trust Indenture, the Authority has provided us the proposed change to the Toll Rate Schedule set forth in Exhibit "A" attached hereto. In our opinion, the adoption of such proposed Toll Rate Schedule set forth in Exhibit "A" will not adversely affect the ability of the Authority to comply with its covenants in this Section 502.

2. Our certification herein is based upon our opinion as to Revenues to be derived by the Authority from the ownership and operation of the System (which Revenues include investment and other income not related to Tolls that constitute the Revenues of the System as estimated by an Authorized Representative), and a certificate of the Authorized Representative filed with the Trustee, stating the opinion of the Authority as to the amount of Operating Expenses paid or accrued during any pertinent Annual Period, assuming the proposed Toll rate schedule had been in effect during such pertinent Annual Period.

EXECUTED THIS 15<sup>th</sup> day of October, 2020.

**STANTEC CONSULTING SERVICES INC.**

By: William Ihlo

Name: William Ihlo

Title: Principal



October 28, 2020  
**AGENDA ITEM #9**

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Discuss and consider approving Work Authorization No. 1 under the First Amended and Restated Maintenance Contract with Kapsch TrafficCom USA Inc. for the renewal, replacement and upgrade of various equipment on the Mobility Authority's Toll Collection System

**Strategic Plan Relevance:** Deliver Multi-faceted Mobility Solutions

**Department:** Operations

**Contact:** Tracie Brown, Director of Operations

**Associated Costs:** not to exceed \$1,318,005.27

**Funding Source:** Operating Budget, Capital Budget,  
CIP – 183A Phase III

**Action Requested:** Consider and act on draft resolution

**Summary:**

**Background** – The Central Texas Regional Mobility Authority entered into a contract with Caseta Technologies, Inc. in 2007 for the design, procurement, and installation of a toll collection system on the Authority's turnpike system. Kapsch TrafficCom USA, Inc. is the successor in interest to the contract with Caseta Technologies, Inc., serving as the Mobility Authority's toll system integrator (TSI).

In this role, Kapsch installs and maintains the Authority's toll system equipment hardware, software and intelligent transportation systems (ITS). Kapsch also provides license plate image review and transcription services necessary to facilitate the billing of the Authority's Pay By Mail toll transactions.

**Current Action** – As described in the fiscal year (FY) 2021 Operating Budget, one of the core services of the Mobility Authority's Operations Department is overseeing maintenance to ensure the accuracy and dependability of the agency's ITS and toll systems. The approved FY 2021 Operating Budget document includes allocations to procure spare parts, enhance the operation of systems and implement proactive maintenance to system components deployed on various project roadways that are nearing end-of-life.

With this action, the following services will be provided under the budgets noted:

### Operating Budget

- *45 SW Work Order #3 - 45 SW Toll Wrong Way Detection (WWD) System Network Enhancement:* Install hardware necessary to transition the communications network critical to the WWD system from the current TapCo cellular network into the CTRMA fiber network. Total not to exceed price = \$84,901.04
- *Work Order #162 - Replacement of Equipment Damaged due to Vandalism:* Procure and install new equipment cabinets and replacement hardware to repair components damaged by vandalism on MoPac. Total not to exceed price = \$23,555.35

### Capital Budget – Renewal & Replacement

- *Work Order #153 - Procurement of Spare Parts Needed for FY 2021:* Procure hardware necessary to maintain systems installed on the 183A, 290, MoPac and 71 toll facilities. Total not to exceed price = \$139,907.67
- *Work Order #156 - 290 Toll Digital Video Audit System (DVAS) Camera Upgrade:* Procure cameras for 183A Toll to replace aging cameras currently installed on the corridor nearing their end-of-life. Total not to exceed price = \$95,965.64
- *Work Order #160 - Replacement of Traffic and Incident Management (TIM) Center Uninterruptible Power Supply (UPS):* Procure and install a new UPS at the TIM Center to replace the currently installed UPS that is nearing its end-of-life. Total not to exceed price = \$118,339.65
- *Work Order #161 - Procurement of Hardware to Upgrade Network Equipment:* Procure and install hardware on the 183A Toll, 290, MoPac and 71 Toll facilities to upgrade the communications infrastructure to support the toll and ITS devices installed on those roadways. Total not to exceed price = \$444,476.42

### CIP – 183A Phase III

- *Work Order #155 - 183A Toll Digital Video Audit System (DVAS) Camera Upgrade:* Procure cameras for 183A Toll Phases I & II to replace aging cameras currently installed on the corridor nearing their end-of-life. Total not to exceed price = \$82,224.98
- *Work Order #158 - 183A Toll Lane Controller Upgrade:* Procure and install new Dell server components and replace the Adek lane controllers currently installed on 183A Toll Phases I & II to increase efficiencies and improve overall operations. Total not to exceed price = \$328,634.52

The total cost of these Work Orders is not to exceed \$1,318,005.27.

**Previous Actions** – In November 2019 the CTRMA Board approved the *First Amended and Restated Maintenance Services Contract for the Central Texas Regional Mobility Authority Toll Collection System* between the Authority and Kapsch TrafficCom, USA. The agreement provides for enhanced maintenance services for the roadside lane equipment, project host server, intelligent transportation systems (ITS), wrong way detection and communication infrastructure installed by Kapsch. Also covered by this contract is operational support of the Authority’s TIM Center.

**Action Requested / Staff Recommendation** – Staff recommends approval of Work Authorization No. 1 under the First Amended and Restated Maintenance Contract for the Central Texas Regional Mobility Authority Toll Collection System with Kapsch TrafficCom USA Inc. for maintenance of tolling and intelligent transportation systems.

**Backup Provided** - Draft Resolution  
Proposed Work Orders

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

**RESOLUTION NO. 20-0XX**

**APPROVING WORK AUTHORIZATION NO. 1 UNDER THE AMENDED AND  
RESTATED MAINTENANCE SERVICES CONTRACT WITH KAPSCH TRAFFICOM  
USA, INC. FOR THE RENEWAL, REPLACEMENT AND UPGRADE OF EQUIPMENT  
ON THE MOBILITY AUTHORITY'S TOLL COLLECTION SYSTEM**

WHEREAS, by Resolution No. 19-072 dated November 20, 2019, the Central Texas Regional Mobility Authority (Mobility Authority) approved an Amended and Restated Maintenance Services Contract (Maintenance Services Contract) with Kapsch TrafficCom USA, Inc.; and

WHEREAS, the Executive Director and Kapsch TrafficCom USA, Inc. have negotiated proposed Work Authorization No. 1 under the Maintenance Services Contract for the renewal, replacement and upgrade of various equipment on the Mobility Authority's Toll Collection System which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends that the Board approve proposed Work Authorization No. 1 in an amount not to exceed \$1,318,005.27 and in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves Work authorization No. 1 under the Amended and Restated Maintenance Services Contract with Kapsch TrafficCom USA, Inc.; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute Work Authorization No. 1 with Kapsch TrafficCom USA, Inc. on behalf of the Mobility Authority in an amount not to exceed \$1,318,005.27 and in the form or substantially the same form attached hereto as Exhibit A; and

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of October 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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

**Exhibit A**



**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

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**WORK AUTHORIZATION WORK AUTHORIZATION NO. 1  
TOLL SYSTEM MAINTENANCE**

**THIS WORK AUTHORIZATION (“WA No. 1”)** is made pursuant to the terms and conditions of the Article 2 of the First Amended and Restated Maintenance Services Contract dated November (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the “Authority” or “CTRMA”), and Kapsch TrafficCom USA, Inc. (the “Contractor,” also referred to in attachments to this WA No. 1 as the “System Integrator” or “SI”).

**PART I.** The Contractor will perform toll system maintenance services generally described in the Kapsch Work Orders attached hereto as **Attachment A**.

**PART II.** The maximum amount payable under this WA No. 1 is \$1,318,005.27. This amount is based upon the pricing obtained, and is documented by the fee schedule set forth in **Attachment A**.

**PART III.** Payment to the Contractor for the services established under this WA No. 1 shall be made in accordance with the Contract.

**PART IV.** This WA No. 1 shall become effective on the date both parties have signed this WA No. 1. This WA No. 1 will terminate when all work orders are complete and accepted by the Mobility Authority, or upon payment of the maximum amount payable in **Part II**, whichever date is first, unless extended as provided by the Contract.

**PART V.** This WA No. 1 does not waive any of the parties’ responsibilities and obligations provided under the Contract, and except as specifically modified by this WA No. 1, as such responsibilities and obligations under the Contract remain in full force and effect.

**KAPSCH TRAFFICCOM, USA:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed/Printed Name and Title

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

Executed for and approved by the Central Texas Regional Mobility Authority for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mike Heiligenstein, Executive Director

**LIST OF ATTACHMENTS**

**Attachment A            Kapsch Work Orders for Toll System Maintenance**

**ATTACHMENT A**

**KAPSCH WORK ORDERS  
FOR TOLL SYSTEM MAINTENANCE**



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

# **System Integration Agreement**

**CTRMA Toll Systems Integration**



**CTRMA 45SW WO 3 – TapCo WWD Firewall**

October 16th, 2020

**Change Request Description**

<b>Request ID</b>	CTRMA 45SW WO 3
<b>Request Date</b>	10/07/2020
<b>System Module</b>	TapCo Wrong Way Detection
<b>Change Type</b>	Hardware/equipment

**Description**

45SW TapCo Wrong Way Detection is on the TapCo cellular network & needs to be integrated into the CTRMA fiber network.

**Affected Project**

- 183
- 290
- Mopac
- SH71
- 45SW
- 183S

**Affected Requirements**

N/A

**Affected System Processes:**

N/A

**Description of the Solution**

The Tapco Wrong Way Detection solution at 45SW is on the TapCo cellular network. TapCo has requested this network to be integrated into the CTRMA fiber field network via the internet.

Work order scope:

- The fiber laterals to support this request have already been installed.
- TapCo has provided a quote to install switches locally.
- Kapsch will install patch boards & firewall.
- The revised field network and high level network topology are available for review.

Traffic control: CTRMA will pay for any MOT needed for install. We are estimating the traffic control to not exceed \$20,000. After the install is completed, Kapsch will detail the MOT/traffic control as a pass-through line item with the standard 10% markup and will adjust the invoice to match.

Traffic control costs: \$3500/closure, plus \$1,000 per officer = \$4,500 x 6 closures needed. TapCo will attempt to perform all tasks in 3 nights (\$13,500), but may need 4 nights (\$18,000). This deployment and these closures will be used for both annual TapCo recertification and TapCo switch installation.

Pricing valid for 30 days from submission.

<b>Impact</b>	<input type="checkbox"/> High	<input checked="" type="checkbox"/> Medium	<input type="checkbox"/> Low
<b>Total</b>	\$84,901.04 (not to exceed)		
<b>Quantity</b>	Outlined below		



## System Integration

### CTRMA 45SW WO 3 – TapCo WWD Firewall



CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

	Materials / Equipment	Quantity	Price	10% Markup	Extended Price
1	2180-SYSTEM - *Panel assemblies to upgrade field	3	\$24,226.89	\$2,422.69	\$26,649.58
2	2180-CUSTOM - Add the 12-24 VDC converter to 400279	1	\$0.00	\$0.00	\$0.00
3	RS10114 - panel swap to be done by TAPCO	1	\$6,500.00	\$650.00	\$7,150.00
4	Axiom Memory Solutions - Part#: GLC-LH-SM-AX	8	\$416.00	\$41.60	\$457.60
5	Altnet - Part#: S9DLCUSTUV2Y-03	10	\$130.00	\$13.00	\$143.00
6	Cisco Systems - Part#: ASA5506-K9	1	\$472.00	\$47.20	\$519.20
7	Cisco Systems - Part#: CON-SNT-ASA5506K	1	\$97.00	\$9.70	\$106.70
<b>Total Hardware</b>					<b>\$35,026.08</b>

	Labor	No. of Hours	Hr. Contract Rate	Total
1	Software Engineer	0.00	\$157.59	\$0.00
2	System/Hardware Engineer	100.00	\$172.52	\$17,252.00
3	Technician - Ordering & receiving equipment/invoices	12.00	\$120.90	\$1,450.80
4	Business Analyst	0.00	\$157.59	\$0.00
5	Database Administrator	0.00	\$224.14	\$0.00
6	Documentation Clerk	8.00	\$161.66	\$1,293.28
7	Testing Engineer	0.00	\$171.17	\$0.00
8	Network Engineer/Administrator	16.00	\$156.22	\$2,499.52
9	Project Manager	24.00	\$224.14	\$5,379.36
<b>Total Hours:</b>		<b>160.00</b>	<b>Total Labor:</b>	<b>\$27,874.96</b>

	Subcontractor	Quantity	Cost	10% Markup	Extended Price
	Road Closures - will be adjusted to match MOT invoices + Markup	1	\$20,000.00	\$2,000.00	\$22,000.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
<b>Total Subcontractor</b>					<b>\$22,000.00</b>

	ODCs / Travel	Quantity	Cost	10% Markup	Extended Price
1	Air Fare	0	\$0.00	\$0.00	\$0.00
2	Mileage	0	\$0.00	\$0.00	\$0.00
3	Lodging	0	\$0.00	\$0.00	\$0.00
4	Per Diem	0	\$0.00	\$0.00	\$0.00
5	Car Rental	0	\$0.00	\$0.00	\$0.00
6	PM - Other/Misc.	0	\$0.00	\$0.00	\$0.00
7	Warr/Maint - Other/Misc.	0	\$0.00	\$0.00	\$0.00
<b>Total ODCs / Travel</b>					<b>\$0.00</b>

**TOTAL PRICE                      \$84,901.04**

<b>Client Acceptance:</b>	
Client name	
Date	
Signature	
<b>Kapsch Acceptance</b>	
Name	
Date	
Signature	

**1 Reference Documents:**

N/A

**2 Document Version History**

Version	Created	Created by	Comments
1.0	11/08/2019	Lisa Gauger	Initial Submission
1.1	09/08/2020	Lisa Gauger	Revised scope of change order & updated pricing.
1.2	10/07/2020	Lisa Gauger	Define MOT costs and edit description of tasks.
1.3	10/16/2020	Lisa Gauger	Updated doc to be 'Work Order', rather than 'Change Order'



Pricing Proposal  
Quotation #: 19183044  
Created On: 7/23/2020  
Valid Until: 7/31/2020

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**Kapsch TrafficCom USA, Inc.**

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**Inside Sales Account  
Manager**

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**Sean Staehli**

7701 Metropolis Drive  
Bldg 14, Suite 100  
Austin, TX 78744  
United States  
Phone: (512) 596-7238  
Fax:  
Email: Sean.Staehli@kapsch.net

**Paul Perez**

1501 South Mo-Pac Expressway  
Suite 400  
Austin, TX 78746  
Phone: 512-814-4102  
Fax: 512-814-4103  
Email: Paul\_Perez@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Cisco ASA 5506-X with FirePOWER Services - Security appliance - 8 ports - GigE - desktop Cisco Systems - Part#: ASA5506-K9	1	\$472.00	\$472.00
2 SNTC-8X5XNBD ASA 5506-X with FirePOWER services, 8GE, Cisco Systems - Part#: CON-SNT-ASA5506K	1	\$97.00	\$97.00
		Subtotal	\$569.00
		Shipping	\$12.00
		Total	\$581.00

**Additional Comments**

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Due to industry-wide constraints and fluctuations, SHI reserves the right to change price at any time

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*The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.*





Pricing Proposal  
Quotation #: 19188024  
Created On: 7/24/2020  
Valid Until: 7/30/2020

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**Kapsch TrafficCom USA, Inc.**

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**Inside Sales Account  
Manager**

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**Sean Staehli**

211 East 7th St  
Suite 800  
Austin, TX 78701  
United States  
Phone: 713.494.6329  
Fax:  
Email: Sean.Staehli@kapsch.net

**Paul Perez**

1501 South Mo-Pac Expressway  
Suite 400  
Austin, TX 78748  
Phone: 512-814-4102  
Fax: 512-814-4103  
Email: Paul\_Perez@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Axiom Cisco GLC-LH-SM= Compatible - SFP (mini-GBIC) transceiver module (equivalent to: Cisco GLC-LH-SM=) - GigE - 1000Base-LX, 1000Base-LH - LC - up to 10 km - 1300 nm - for Cisco 38XX; ASA 55XX; Catalyst Compact 2960; Integrated Services Router 11XX Axiom Memory Solutions - Part#: GLC-LH-SM-AX	8	\$52.00	\$416.00
2 Altnet-USA Fiber Jumper Duplex Single Mode 9/125 (OS1/OS2) LC/UPC to ST/UPC PVC 2mm Yel 3 Met Altnet - Part#: S9DLCUSTUV2Y-03	10	\$13.00	\$130.00
		Subtotal	\$546.00
		Shipping	\$12.00
		*Tax	\$46.04
		Total	\$604.04

\*Tax is estimated. Invoice will include the full and final tax due.

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The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Road
Brown Deer, Wisconsin 53223
Phone (800) 236-0112 • TAPCOnet.com • Fax (800) 444-0331

SALES QUOTE

Customer Copy

Table with 2 columns: Field (Number, Date, Page) and Value (Q20000534, 1/31/2020, 1)

Table with 4 columns: Sell To Cust., Ship To Cust., and two columns for company details (Kapsch TrafficCom NA, Inc.)

Table with 6 columns: Customer PO #, Expires, Slsp, Terms, Freight, Ship Via

Table with 6 columns: Item, Description, Quantity, UM, Price, Extension

Main item list table with columns: Item, Description, Quantity, UM, Price, Extension

Lead 8-10 Weeks
Direct Phone # (262) 649-5239
Email: alex.perry@tapconet.com
Thanks! - Alex Perry from TAPCO

Shipment within
Acceptance By
Date
By

Summary table with 4 columns: Merchandise, Freight, Tax, Total

All prices are listed in US Dollars (USD)
For terms and conditions, please visit: http://www.tapconet.com/terms-and-conditions



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

# **System Integration Agreement**

**CTRMA Toll Systems Integration**



**CTRMA WO-153, Spare Parts Needed FY 2021**

October 15, 2020

**Change Request Description**

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<b>Request ID</b>	CTRMA-WO-153
<b>Request Date</b>	10/16/2020
<b>System Module</b>	Spare Parts
<b>Change Type</b>	Equipment

**Description**

Spare Parts Needed

**Affected Project**

- 183
- 290
- Mopac
- SH71

**Affected Requirements**

N/A

**Affected System Processes:**

All Processes

**Description of the Solution**

- Spare Parts needed for the FY 2021

<b>Impact</b>	<input checked="" type="checkbox"/> High	<input type="checkbox"/> Medium	<input type="checkbox"/> Low
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<b>Total</b>	<b>\$139,907.67</b>
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**Pricing good for 60 Days**

<b>Quantity</b>	Spare Parts, See the Excel Document for items and quantity.
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System Integration

CTRMA WO-153 Spare Parts Needed FY2021



CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

	Materials / Equipment	Quantity	Price	0% Markup	Extended Price
1	Spares for 2021	1	\$139,907.67	\$0.00	\$139,907.67
2	0	0	\$0.00	\$0.00	\$0.00
3	0	0	\$0.00	\$0.00	\$0.00
4	0	0	\$0.00	\$0.00	\$0.00
5	0	0	\$0.00	\$0.00	\$0.00
6	0	0	\$0.00	\$0.00	\$0.00
7	0	0	\$0.00	\$0.00	\$0.00
<b>Total Hardware</b>					<b>\$139,907.67</b>

	Labor	No. of Hours	Hr. Contract Rate	Total
1	Software Engineer	0.00	\$157.59	\$0.00
2	System/Hardware Engineer	0.00	\$172.52	\$0.00
3	Technician	0.00	\$120.90	\$0.00
4	Business Analyst	0.00	\$157.59	\$0.00
5	Database Administrator	0.00	\$224.14	\$0.00
6	Documentation Clerk	0.00	\$161.66	\$0.00
7	Testing Engineer	0.00	\$171.17	\$0.00
8	Network Engineer/Administrator	0.00	\$156.22	\$0.00
9	Project Manager	0.00	\$224.14	\$0.00
<b>Total Hours:</b>		<b>0.00</b>	<b>Total Labor:</b>	<b>\$0.00</b>

	Subcontractor	Quantity	Cost	10% Markup	Extended Price
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
<b>Total Subcontractor</b>					<b>\$0.00</b>

	ODCs / Travel	Quantity	Cost	10% Markup	Extended Price
1	Air Fare	0	\$0.00	\$0.00	\$0.00
2	Mileage	0	\$0.00	\$0.00	\$0.00
3	Lodging	0	\$0.00	\$0.00	\$0.00
4	Per Diem	0	\$0.00	\$0.00	\$0.00
5	Car Rental	0	\$0.00	\$0.00	\$0.00
6	PM - Other/Misc.	0	\$0.00	\$0.00	\$0.00
7	Warr/Maint - Other/Misc.	0	\$0.00	\$0.00	\$0.00
<b>Total ODCs / Travel</b>					<b>\$0.00</b>

**TOTAL PRICE \$139,907.67**

<b>Client Acceptance:</b>	
Client name	
Date	
Signature	
<b>Kapsch Acceptance</b>	
Name	
Date	
Signature	

## 1 Reference Documents

CTRMA\_Spares\_ FY\_2021 - updated Sept 2020 - revised v1.2.xlsx

## 2 Document Version History

Version	Created	Created by	Comments
1.0	4/22/2020	Timothy Duke	Initial Submission based on e-mail.
2.0	09/03/2020	Timothy Duke	Updated Pricing
2.1	10/02/2020	Timothy Duke	Updated Format and CTRMA logo
2.2	10/06/2020	Timothy Duke	Updated Pricing
2.3	10/13/2020	Lisa Gauger	Updated pricing & name of reference docs
2.4	10/15/2020	Lisa Gauger	Updated pricing & name of reference docs
2.5	10/16/2020	Lisa Gauger	Updated doc naming details from CO to WO

VEHICLE IDENTIFICATION - GANTRY - AVI ANTENNAS & CABLING					Spare	Total	Inventory	GT	UNIT COST	TOTAL COST	
1	b	Identity 6204 Reader, 4 Port, FCC frequency, incl. 24 Volt DC power supply and 1 year limited hardware warranty w/6B & 6C	Neology	75-0302-3853-1	ea	2	2	2	15,000.00	30,000.00	Neology
	d	Extended Warranty pricing on ID 6200 Reader System, 2 Year	Neology	WA-5000-002	ea	2	2	2	1,125.00	2,250.00	Neology
LPICS - GANTRY - CAMERAS / STROBES / HOUSINGS & CABLING					Spare	Total	Inventory	GT	UNIT COST	TOTAL COST	
	a	VISCAM 1000 AIO Camera System, B&W	JAI Pulnix	31016592	ea	10	10	-6	4,450.00	25,800.00	JAI
	e	I/O Board (Camera) - EIO 302 Assembly (Spare)	JAI Pulnix	20007948	ea	20	20		700.00	14,000.00	JAI
DVAS - CAMERA-HOUSING/POE Injector/IR/Brackets					Spare	Total	Inventory	GT	UNIT COST	TOTAL COST	
	a	3430HD - IP67 Fixed/H.264/POE or 12VDC/1080P/30x/Day/Night/Defog/Auto Focus	COHU	3432-3000	ea	10	10		1,470.00	14,700.00	COHU
	d	4 port POE Injector-Panel Mnt-Supports 802.3af - 44V-58V - 48V to all ports (60W shared supply)	PoE Texas	AT-4-48V60W	ea	5	5		76.10	380.51	PoE Texas
ZC/ICS Server					Spare	Total	Inventory	GT	UNIT COST	TOTAL COST	
	a	PowerEdge R340	Dell	PER320	ea	2	2		2,447.00	4,894.00	SHI
DVR SERVER					Spare	Total	Inventory	GT	UNIT COST	TOTAL COST	
	a	PowerEdge R540	Dell	PER540	ea	1	1		4,798.00	4,798.00	SHI
VEHICLE DETECTION / CLASSIFICATION					Spare	Total	Inventory	GT	UNIT COST	TOTAL COST	
	d	Loop Detector, 4 Channel (up to 2k feet lead-in) - 3M AVC Enabled	Northstar Controls	N224-I-12V	ea	20	20		305.00	6,100.00	Northstar
	e	Power Supply for Northstar Rack (Modified for 240VAC)	Northstar Controls	NPS-4	ea	2	2		125.00	250.00	Northstar
	h	Port Expander - Serial Hub 16 Port - 1U Rack Mount	DeviceMaster	99460-2	ea	2	2		804.00	1,608.00	CDW
	k	DB9 RS-232 "Y" Cable (DB9 Male to Dual DB9 Female, 8 inch)(28 AWG)	CableWholesale	30D1-27208	ea	4	4		5.00	20.00	CableWholesale
	l	6ft Serial Extension Cable, UL, DB9 Male to Female	CableWholesale	10D1-03206	ea	8	8		4.00	32.00	CableWholesale
<b>Note: IDRIS does not work with RocketPort PCI Card - Changed Baseline to DeviceMaster</b> <b>AVI Readers that can be mounted in the cabinet will need a shelf for mounting (l) will be used for DeviceMaster 8 Port and AVI Readers</b>											
UPS					Spare	Total	Inventory	GT	UNIT COST	TOTAL COST	
	a	Smart-UPS - 6000VA - 200V to 240V OUTPUT / 1 INPUT - 3 RU	Eaton	9PX6K	ea	1	1		3,357.65	3,357.65	Eaton
	a	Extended Battery - 3 RU	Eaton	9PXEBM180RT	ea	3	3		883.67	2,651.01	Eaton
CORRIDOR MVD					Spare	Total	Inventory	GT	UNIT COST	TOTAL COST	
	a	Smartsensor HD	Wavetronix	HS-126	EA	4	4		5,480.00	21,920.00	Wavetronix
	b	Sensor Pigtaills (40')	"		EA	2	2		265.00	530.00	"
	l	Click 301 Terminal Server (Equivalent)	MOXA	NPORT 5130-T	EA	10	10		187.00	1,870.00	MOXA
CORRIDOR FIELD NETWORK					Spare	Total	Inventory	GT	UNIT COST	TOTAL COST	
	a	6 port Managed Ethernet Switch/router	MOXA	EDR-810-2GSFP-T	EA	2	2		902.00	1,804.00	MOXA
	b	SFP (SM-GB-LX) TRANSCEIVERS	"	SFP-1GLXLC-T	EA	2	2		263.00	526.00	"
	c	SFP (MM-GB-SX) TRANSCEIVERS	"	SFP-1GLSXL-C-T	EA	2	2		302.00	604.00	"
	d	100Base FX Switch (SM - 15 km - ST Connectors) - 4 Copper Ports	NTRON	106FXE2-ST-15-MDR	EA	2	2		561.32	1,122.64	NTRON
	e	Media Converter - SM - 15km - ST Connectors (100Base)	NTRON	102MCE2-ST-15-MDR	EA	2	2		319.39	638.78	NTRON
	f	5M Duplex ST to ST - 1m	Quicktron	810-227-003	ea	2	2		15.00	30.00	GreyBar
	g	5M Duplex LC to ST - 3m	Quicktron	810-L25-009	ea	2	2		8.76	17.52	Zones
	h	MM Duplex LC to ST - 2m (62.5/125u)	Quicktron	810-L12-006	ea	2	2		1.78	3.56	Zones

NEED DB9 EXTENSION

139,907.67

## Quotation

August 20, 2020

Your quote has been posted online, please review below.

**Salesperson Notes:** CTRMA RFQ: NTRON quote is ready. My apologies for the delay in getting that back to you.

Quote Number: [10159866](#)

[View Quote](#)

### Quote Information

Valid Until: 10/4/2020  
 Prepared On: 8/20/2020  
 Prepared By:  
 Patrick Quarles  
[patrick.quarles@alliedelec.com](mailto:patrick.quarles@alliedelec.com)  
 (512) 219-7171

### Billing Information

PO Number: CTRMA RFQ: NTRON  
 Account Number: 0010193580

### Billing Address

Kapsch Trafficcom  
  
 2855 Premiere Pkwy STE F  
 Duluth, GA 30097-5201  
 US

### Contact Information

Requested By: Sean Staehli  
 Phone Number: (512) 596-7238  
 Email: [sean.staehli@kapsch.net](mailto:sean.staehli@kapsch.net)

### Shipping Information

Ship Method: Pending  
 Order Type: Quote

### Shipping Address

Kapsch Trafficcom Usa, Inc.  
 7701 Metropolis Dr STE 100  
 Austin, TX 78744-3126  
 US

### Special Instructions:

Line #		Qty.	Price Per Unit (USD)	Total (USD)
10	<b>Red Lion Controls</b> 6 port (4 10/100BaseTX; 2 100Base FiberUplinks) Industrial Ethernet Switch  <b>Mfr. Part #:</b> 106FXE2-ST-15-MDR <b>Allied Stock #:</b> <a href="#">71122946</a> <b>Customer Part #:</b> None <b>In-Stock*:</b> 0 <b>Unit:</b> Each  <i>Non Cancelable Non Returnable (NCNR) part. Please see <a href="#">Terms of NCNR</a>.</i>	2	\$561.320	\$1,122.64
20	<b>Red Lion Controls</b> 10/100BaseTX to 100BaseFX Media Converter (Singlemode; ST style connector; 15km)  <b>Mfr. Part #:</b> 102MCE-ST-15-MDR <b>Allied Stock #:</b> <a href="#">71122900</a> <b>Customer Part #:</b> None <b>In-Stock*:</b> 0 <b>Unit:</b> Each  <i>Non Cancelable Non Returnable (NCNR) part. Please see <a href="#">Terms of NCNR</a>.</i>	2	\$319.390	\$638.78

**Subtotal†: \$1,761.42**

\*In Stock quantities reflect available inventory at the time this quote was issued and may change.

†Subtotal is in specified currency and does not include shipping, tax, other handling fees or insurance charges. © Allied Electronics, Inc. 2020 All rights reserved.

[Terms and Conditions](#)





[Information](#) > [Payment](#)

Contact	sean.staehli@kapsch.net	<a href="#">Change</a>
Ship to	Kapsch TrafficCom USA Inc. Austin, Customer Required order, 7701 Metropolis Drive, Building B, Suite 100, Austin TX 78744, United States	<a href="#">Change</a>
Method	FedEx Ground® · \$11.56	



AT-4-48V60W \$339.95

Subtotal	\$339.95
Shipping	\$11.56
Taxes	\$29.00
<b>Total</b>	<b>USD \$380.51</b>

**From:** [Xing\\_Zeng](#)  
**To:** [Staepli Sean](#)  
**Cc:** [MBX KTC Tolling Solution Center Commodity Team](#)  
**Subject:** RE: CTTMA RFQ: Neology  
**Date:** Friday, August 14, 2020 1:28:52 PM  
**Attachments:** [image001.png](#)

Sean,

Thanks for the enquiry. Please see the quote below.

75-0302-3854-9	6204 4-pt ISO C B 10374 ASTMV6 PS111 T21	4 Port Reader with ISO 6C, 6B, 10374, ASTMV6 AND PS111, Title 21	\$15,000	Each
----------------	--	--	----------	------

for the 2<sup>nd</sup> year warranty

75-0302-5387-8	TOLLING 2ND YEAR EXT. WARRANTY BILL ONLY	Extended warranty for the 2nd year	7.5% of ASP	Each
----------------	--	------------------------------------	-------------	------

Or \$1125 per device.

Sincerely,

Xing (Sean) Zeng  
 VP - Business Development  
 Neology Corporation  
 Mobile: 512-378-0156  
[xzeng@neology.net](mailto:xzeng@neology.net)

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**From:** Staepli Sean <Sean.Staepli@kapsch.net>  
**Sent:** Friday, August 14, 2020 12:27 PM  
**To:** Xing Zeng <xzeng@neology.net>  
**Cc:** MBX KTC Tolling Solution Center Commodity Team <KTC-Tolling\_Solution\_Center\_Commodity\_Team@kapsch.net>  
**Subject:** CTTMA RFQ: Neology

Please quote the below noting this is for a BID, thanks.

IDentity 6204 Reader, 4 Port, FCC frequency, incl. 24 Volt DC power supply and 1 year limited hardware warranty w/6B & 6C	Neology	75-0302-3853-1	ea	2
Extended Warranty pricing on ID 6200 Reader System, 2 Year	Neology	WA-5000-002	ea	2

**Sean Staepli**  
 Sr. Buyer | Supply Chain Management NA  
 M +1 512.596.7238  
[sean.staepli@kapsch.net](mailto:sean.staepli@kapsch.net)  
 Kapsch TrafficCom USA, Inc. | 7701 Metropolis Dr. / BLDG 14 Suite 100 | Austin, TX 78744

[www.kapsch.net](http://www.kapsch.net) / [Privacy Statement](#)



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# QUOTE CONFIRMATION



DEAR SEAN STAEHLI,

Thank you for considering CDW for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LPGQ772	8/14/2020	CTRMA EATON	11538577	\$6,504.38

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Eaton 9PX 9PX6K - UPS - 5.4 kW - 6000 VA</a> Mfg. Part#: 9PX6K UNSPSC: 39121011 Contract: Standard Pricing	1	2872396	\$3,357.65	\$3,357.65
<a href="#">Eaton Extended Battery Module - battery enclosure - lead acid</a> Mfg. Part#: 9PXEBM180RT UNSPSC: 43201601 Contract: Standard Pricing	3	2875772	\$883.67	\$2,651.01

PURCHASER BILLING INFO	SUBTOTAL	\$6,008.66
<b>Billing Address:</b> KAPSCH TRAFFICOM US CORP ACCOUNTS PAYABLE 2855 PREMIERE PKWY DULUTH, GA 30097-5017 <b>Phone:</b> (703) 885-1976 <b>Payment Terms:</b> NET 30 Days	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$495.72
	<b>GRAND TOTAL</b>	<b>\$6,504.38</b>
	<b>DELIVER TO</b>	
<b>Shipping Address:</b> KAPSCH TRAFFICOM US CORP SEAN STAEHLI 211 E 7TH ST STE 800 AUSTIN, TX 78701-3366 <b>Shipping Method:</b>	<b>Please remit payments to:</b> CDW Direct P.O. Box 75723 Chicago, IL 60675-5723	

### Need Assistance? CDW SALES CONTACT INFORMATION



Lesley Asewicz

(855) 480-6591

leslase@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

© 2020 CDW LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.800.4239

**Northstar Controls, LLC**6167 Clark Center Ave  
Sarasota, FL 34238**QUOTATION**

Quote Number: 217

Quote Date: Aug 14, 2020

Page: 1

Voice: 941-926-2454

**Quoted To:**Kapsch TrafficCom Transportation - USA  
2855 Premier Pkwy Suite F  
Duluth, GA 30097  
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Kapsch 01	9/13/20	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
20.00	N 224I	N224-I - Quad Channel Rack Detector Idris Enabled	305.00	6,100.00
2.00	NPS-4 240/12V	NPS4S - 60W Power Supply Unit 240VAC	125.00	250.00

Subtotal	6,350.00
Freight	
Sales Tax	
<b>TOTAL</b>	<b>6,350.00</b>



Pricing Proposal  
Quotation #: 19283893  
Created On: 8/14/2020  
Valid Until: 8/31/2020

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## Kapsch TrafficCom USA, Inc.

---

### Sean Staehli

7701 Metropolis Drive  
Bldg 14, Suite 100  
Austin, TX 78744  
United States  
Phone: (512) 596-7238  
Fax:  
Email: Sean.Staehli@kapsch.net

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## Inside Sales Account Manager

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### Paul Perez

1501 South Mo-Pac Expressway  
Suite 400  
Austin, TX 78746  
Phone: 512-814-4102  
Fax: 512-814-4103  
Email: Paul\_Perez@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 1-port RS-422/485 device server Moxa Technologies - Part#: NPORT 5130	10	\$187.00	\$1,870.00
2 MOXA Industrial Secure Router Switch with 8 10/100BaseT(X) ports 2 1000BaseSFP slots Firewall/NAT -40 to 75C. Moxa Technologies - Part#: EDR-810-2GSFP-T	1	\$902.00	\$902.00
3 Moxa SFP-1GLXLC-T - SFP (mini-GBIC) transceiver module - GigE - 1000Base-LX - LC - up to 10 km - 1310 nm Moxa Technologies - Part#: SFP-1GLXLC-T	2	\$263.00	\$526.00
4 Moxa SFP-1GLSXLXLC-T - SFP (mini-GBIC) transceiver module - GigE - 1000Base-SLX - LC - up to 2 km Moxa Technologies - Part#: SFP-1GLSXLXLC-T	2	\$302.00	\$604.00
		Subtotal	\$3,902.00
		Shipping	\$50.00
		Total	\$3,952.00

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### Additional Comments

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Due to industry-wide constraints and fluctuations, SHI reserves the right to change price at any time

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*The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.*



Pricing Proposal  
Quotation #: 19288977  
Created On: 8/17/2020  
Valid Until: 8/31/2020

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**Kapsch TrafficCom USA, Inc.**

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**Sean Staehli**

7701 Metropolis Drive  
Bldg 14, Suite 100  
Austin, TX 78744  
United States  
Phone: (512) 598-7238  
Fax:  
Email: Sean.Staehli@kapsch.net

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**Inside Sales Account  
Manager**

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**Paul Perez**

1501 South Mo-Pac Expressway  
Suite 400  
Austin, TX 78748  
Phone: 512-814-4102  
Fax: 512-814-4103  
Email: Paul\_Perez@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Control DeviceMaster Serial Hub - Terminal server - 16 ports - 100Mb LAN, RS-232 - 1U - panel-mountable 024Z - Part#: 99460-2	2	\$804.00	\$1,608.00
2 DB9 Serial Y adapter, DB9 Female to Dual DB9 Male, 8 inch CableWholesale.com - Part#: 30D1-27308	4	\$5.00	\$20.00
3 StarTech.com 2m Black Straight Through DB9 RS232 Serial Cable - DB9 RS232 Serial Extension Cable - Male to Female Cable (MXT1002MBK) - Serial extension cable - DB-9 (M) to DB-9 (F) - 2 m - black - for P/N: IC232TTL, ICUSB2321F, ICUSB2324, ICUSB2324I, ICU StarTech.com - Part#: MXT1002MBK	8	\$4.00	\$32.00
		Subtotal	\$1,660.00
		Shipping	\$20.00
		Total	\$1,680.00

**Additional Comments**

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Due to industry-wide constraints and fluctuations, SHI reserves the right to change price at any time

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The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



To: Kapsch  
 Sean Staehli  
 7701 Metropolis Dr., Bldg 14, Suite 100  
 Austin, TX 78744  
 512.596.7238  
 sean.staehli@kapsch.net

**DATE:** Sean Staehli  
**Re:** HD  
**Delivery:** 45-60 days ARO  
**Terms:** Net 30 WAC  
**Shipping:** FOB Destination  
**Quote #:** 5205-ks

Item	Qty	Description	Unit	TOTAL
1	4	Wavetronix SS126 HD Sensor	5,480	<b>21,920</b>
2	2	Sensor Pigtail, 40'	265	<b>530</b>
		<b>Notes:</b> Contractor to verify all quantities Price is for material only Failure to utilize factory certified cable/components will void support/ warranty		
			<b>TOTAL</b>	<b>\$ 22,450</b>

This quotation is good for 30 days. If you have any questions, please call 817-539-2200.

**THANK YOU FOR YOUR BUSINESS!**



Send any resulting purchase order to - [orders@cohud.com](mailto:orders@cohud.com)

To: Kapsch TrafficCom Transportation  
Address: 211 East 7th Street

City: Austin  
State: TX Zip Code: 78701  
Attn: Sean Staehli  
EMAIL: [Sean.Staehli@kapsch.net](mailto:Sean.Staehli@kapsch.net)  
Phone: (512)596-7238 Fax:  
Ref: MBX KTC Tolling

Revision Date: 8/14/2020  
Quotation Date: 08/14/20  
Sales Manager: Frank Sneed 817 467 3749  
Quotation Validity: 60 DAYS  
Ship Via: BEST WAY  
F.O.B.: FACTORY/ORIGIN  
Payment Terms: NET 30/APPROVED CREDIT  
**\*Estimated Lead Time: 6-8 WEEKS ARO**  
Price List Rev.: Version 2019.3  
Quote #: CEDQ27817  
Application Code:  
Quoted By: Frank Sneed 817 467 3749

*\* Actual delivery schedule will be confirmed upon receipt of order.*

Item	Qty	Model	Description	Unit Price	Extended Price
1	10	3432-3000	COHUHD 3430HD SERIES IP67 H.264 FIXED CAMERA SYSTEM,, POE INPUT POWER, 1080P 30X DAY/NIGHT, DEFOG, AUTO FOCUS, EIS AND DIGITAL ZOOM	\$1,250.00	\$12,500.00
2	10	7610203-002	RJ45 IP67 COUPLER, 6MM OR 8.2MM CABLE DIAMETER	\$30.00	\$300.00
3	10	7412007-003	POE++ INJECTOR, 70 WATT, UNIVERSAL AC INPUT, TS2 RATED, AC PLUG	\$105.00	\$1,050.00
4	10	8196402-005	UNSHIELDED CAT5E, MS TO RJ45, 5 FT	\$85.00	\$850.00
<b>Total Quotation Value</b>					<b>\$14,700.00</b>

If you have any questions regarding this quotation, please contact Frank Sneed with TechOne Sales LLC by phone at 817-467-3749 or by email at [frank@techonesales.com](mailto:frank@techonesales.com).

- NOTES:
- All cables are custom made to order for length.
  - If customer intends to make their own cables, the multi-pin mating connector that is required to connect customer made cable to the camera is not

Any purchase order or contract as a result of this quotation is subject to CohuHD's Terms & Conditions. Purchase Orders resulting from this quotation can be sent to [orders@cohud.com](mailto:orders@cohud.com) or mail to CohuHD Costar, LLC, 7330 Trade St., San Diego, CA 92121. This quotation contains Proprietary & Confidential information and remains the property of the disclosing parties.

Signed for CohuHD Costar, LLC by: Frank Sneed  
Frank Sneed, Sales Representative - Office: (817)467-3749 - e-mail: [frank@techonesales.com](mailto:frank@techonesales.com)





## TERMS AND CONDITIONS

1 - ACCEPTANCE: Each order is subject to acceptance by CohuHD™. No order shall be binding until accepted in writing by an authorized CohuHD employee. The terms and conditions stated herein form the entire terms and conditions between Buyer and CohuHD, Inc., except for written agreements signed by both parties amending these terms and conditions. 2 - CANCELLATION OR CHANGE TO CONTRACT: Upon written notice by Buyer of intention to cancel an order, CohuHD will stop work promptly. Cancellation of an accepted order requires CohuHD written consent thereto, including terms that will satisfy all costs incurred and proportionate profit earned by CohuHD. Change orders will take effect upon Buyer's and CohuHD's written agreement on all changes. However, if Buyer requests to delay shipping an order beyond the stated lead time, CohuHD reserves the right to refuse the delay or adjust pricing to then current levels. 3 - DELIVERY: Delivery date is the ship date from the factory provided in the order acknowledgement, and is CohuHD's best estimate at time of order placement. CohuHD shall not be liable for any nonperformance, loss, damage, or delay due to war, acts of terrorism, riots, fire, flood, strikes or other labor difficulty, governmental actions, including without limit delivery requirements of a US Government agency rated order, acts of God, acts of the Buyer or its customer, transportation delays, inability to obtain necessary labor or materials from usual sources, or other causes beyond the reasonable control of CohuHD. In such event, CohuHD's performance shall be excused for a commercially reasonable time that is at least the length of time lost due to such delay. 4 - LIMITED WARRANTY: CohuHD warrants that, at time of delivery, the equipment covered by these terms and conditions will be free from defects in materials and workmanship, provided the equipment or system is installed, operated and maintained in accordance with the Operation and Maintenance manual or such other CohuHD documentation as may be applicable, for any such defect reported to CohuHD as follows: CohuHD RISE 42xxHD series products for three years from date of shipment from CohuHD's factory. CohuHD 34xxHD series products for three years from date of shipment from CohuHD's factory. All other CohuHD manufactured products are warranted for two years from date of shipment from CohuHD factory. Resale items not manufactured by CohuHD are warranted as specified by the original manufacturer. IP67/IP68 enclosures include a lifetime warranty against moisture ingress. CohuHD will clean/repair and re-pressurize returned enclosures. CohuHD will take reasonable action to repair or replace such equipment. Any claim of defect shall be submitted promptly in writing to CohuHD, Attention: Customer Service Department. A Return Material Authorization (RMA) is required for all items returned to CohuHD for repair, and must be provided by CohuHD prior to delivery at the factory. No items will be accepted without an RMA. Information necessary to process an RMA include Buyer contact details, a full product identification (serial number, model number), and description of the claimed defect as well as an explanation of the circumstances and operational conditions and reading at the time of defect. Purchaser shall prepay transportation charges to CohuHD. CohuHD's total liability under this warranty program is limited to the repair or replacement of items purchased pursuant to these terms and conditions which are found to be defective in material and/or workmanship. CohuHD retains the option, in its sole discretion, to make such repair or replacement at Buyer's site, at the CohuHD factory, or via an authorized service center. CohuHD supplied subsystems from OEM manufacturers carry only their manufacturer's warranty, which is passed on to the Buyer. CohuHD will, at the request of the Buyer, assert warranty claims to the manufacturer of such devices, but by so doing does not assume any liability. This warranty shall be void in the event of damage caused by misuse; disassembly; unauthorized repairs; intentional damage; failure to maintain the product in accordance with CohuHD operating manuals; operation of the product beyond its specified operating environment; or damage caused by accidents, lightning, power surges, acts of God, or other natural disasters; or Buyer's failure to timely pay amounts due to CohuHD. Expendable items such as bulbs, fuses, etc., are excluded from coverage under this warranty program.

Buyer shall be responsible for all costs of returning claimed defective products to CohuHD, and CohuHD will be responsible for returning the repaired products or replacements. THIS CONSTITUTES THE SOLE WARRANTY MADE BY COHUHD EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COHUHD BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND BUYER'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING PRODUCTS. 5 - SHIPMENT: Unless expressly prohibited by Buyer, partial shipments shall be accepted. All shipments are made Ex-works (Incoterms 2010)- CohuHD factory unless expressly agreed upon otherwise. Costs of boxing and crating for domestic shipment are included in the quoted price or quoted as a separate line item. When special export or domestic packing is specified, a charge will be made to cover this extra expense. Special packing requirements and method of shipment must be stated in the purchase order. CohuHD takes reasonable care in packing for shipment and selection of carrier. CohuHD assumes no responsibility for delay, breakage, or damage after having made delivery in good order to the carrier. Insurance is the responsibility of the Buyer. Claims for damage are to be made by the Buyer on the carrier; CohuHD will assist in such claims, as requested by the Buyer. Charges & Freight quotations are available. 6 - U.S. TAXES: Unless specifically stated, the prices quoted are exclusive of any federal, state, municipal, or other government tax that may be imposed upon the production, storage, sale, transportation, or use of the products described herein. The Buyer shall pay such taxes applied directly to the sale and levied prior to shipment from CohuHD, or in lieu thereof the Buyer shall provide a tax exemption certificate acceptable to the taxing authorities. Unless a state issued tax exempt certificate is presented at the time of order placement, sales tax will be applied when shipping product to the following states: CA, NY, TX and, WA. Training is not taxable in any state. The U.S. Government is not taxable in any state. If taxable, Buyer shall include the appropriate amount and percentage on the Order for the Goods. 7 - DUTIES: All duties, import or export fees, customs fees, and brokerage charges are the responsibility of the Buyer. Pricing in CohuHD's quotation does not include these charges unless explicitly stated. 8 - RISK OF LOSS: Title to the goods shall pass to Buyer upon shipment from CohuHD's factory. Risk of loss of the goods shall pass to Buyer as soon as the goods are deposited with the carrier. It is specifically agreed that the risk of loss shall not be altered due to a default or breach of these terms and conditions by either party. 9 - ASSIGNMENT - DELEGATION: No right or interest in an accepted order shall be assigned by either Buyer or CohuHD without the written consent of the other party. No delegation or the performance of any obligation owed by either party shall be effective without the written consent of the other party. 10 - APPLICABLE LAW: The law which shall be applied hereto shall be the Uniform Commercial Code as adopted by the State of California, and as effective and in force on the date of acceptance of Buyer's order by CohuHD. 11 - EXPORT LAWS: The Goods may be subject to U.S. Government export laws and regulations. Buyer shall not export, re-export, or transfer the Goods or Confidential Information received from CohuHD without first obtaining the appropriate US Government approvals, if any. CohuHD will cooperate with Buyer to obtain any export licenses Buyer seeks, but obtaining such licensing shall be the exclusive responsibility of Buyer and CohuHD makes no representation or warranty regarding the issuance of export licenses for the Goods. 12 - CASUALTY TO IDENTIFIED GOODS: If the goods ordered by Buyer are destroyed for reasons beyond CohuHD's control prior to the time the risk of loss passes to Buyer, the date of delivery shall be adjusted to accommodate remanufacture of the affected goods. If the loss is partial, Buyer shall have the right to take delivery of that portion of the goods which conform to the contract. NOTES: Quote valid for 60 days unless otherwise noted.

Signed for CohuHD Costar, LLC by: ***Frank Sneed***

Frank Sneed, Sales Representative - Office: (817)467-3749 - e-mail: frank@techonesales.com



1922 WAUKESHA DR  
 PFLUGERVILLE TX 78660-2033  
 Phone: 512-421-2300  
 Fax: 512-323-5722

To: KAPSCH TRAFFICOM TRANSPORTATION NA INC  
 211 EAST 7TH STREET, STE 800  
 AUSTIN TX 78701-3366  
 Attn: Sean Staehli  
 Phone: 000-000-0000  
 Fax:  
 Email: justin.halliburton@graybar.com

Date: 08/14/2020  
**Proj Name:**  
**GB Quote #:** 0236014293  
 Release Nbr:  
 Purchase Order Nbr: CTRMA  
 Additional Ref#  
 Valid From: 08/14/2020  
 Valid To: 09/13/2020  
 Contact: JUSTIN HALLIBURTON  
 Email: justin.halliburton@graybar.com

**Proposal**

We Appreciate Your Request and Take Pleasure in Responding As Follows

**Notes:**  
**\*\* Plus Freight**

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		2 EA	ORTRONICS	OR-810-227-003	1M ST-ST DPLX 9/125 FIBER CBL	\$15.00	1	\$30.00
GB Part #: 22085522    UPC #: 88481576027								
200		2 EA	ORTRONICS	NOF QUIKTRON INC		\$8.76	1	\$17.52
***Item Note:***    810-L27-009 VS 3M LC ST SM DPX PVC								
300		2 EA	ORTRONICS	OR-810-L12-006	2M LC-ST DPLX 62.5 FIBERCBL	\$13.78	1	\$27.56
GB Part #: 22085479    UPC #: 88481576092								

**Total in USD (Tax not included): \$75.08**

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)      24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: KAPSCH TRAFFICOM TRANSPORTATION NA INC.  
211 EAST 7TH STREET, STE 800  
AUSTIN TX 78701-3366  
Attn: Sean Staehli

Date: 08/14/2020  
Proj Name:  
GB Quote #: 0236014293

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

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### GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. **PRICES AND SHIPMENTS** - Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and/or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and/or services appropriately to take into account such increases in Graybar's costs.
3. **RETURN OF GOODS** - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned.
4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. **DELAY IN DELIVERY** - Graybar is not to be accountable for delays in delivery of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are best estimates, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in provision of services, shipment or delivery.
6. **LIMITED WARRANTIES** - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods as indicated in the statement of work may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. **GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR.**
7. **PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.**
8. **LIMITATION OF LIABILITY** - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
9. **WAIVER** - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
10. **MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
11. **REELS** - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
12. **CERTIFICATION** - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
13. **FOREIGN CORRUPT PRACTICES ACT** - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
14. **ASSIGNMENT** - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
15. **GENERAL PROVISIONS** - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
16. **PAYMENT TERMS** - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
17. **EXPORTING** - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.
18. **CANCELLATION; CHANGES FOR SERVICES** - Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.

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Signed: \_\_\_\_\_

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

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Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.

Unless noted the estimated ship date will be determined at the time of order placement.

18 August 2020

In Reply Refer To: QUS200137

Attention: Sean Staehli  
Roger Prichard



See the possibilities

Kapsch TrafficCom North America  
7701 Metropolis Dr. Building 14  
Austin, TX 78744

Subject: Fixed Price Quotation for JAI Traffic Solutions  
products in support of your SH290 project.

Reference: Your request

Gentlemen,

In response to your request, JAI Traffic Solutions is pleased to submit  
this fixed price quotation in support of your on-going SH290 project.

The pricing outlined herein shall remain valid until 09/18/20. This  
Quotation consists of this cover letter along with the enclosed Pricing  
Summaries and [Terms of Sale and Delivery].

Thank you for your continued support and consideration. Should you  
have any questions, please feel free to contact Frank Long at (630) 293-  
9377.

Thank You and Best Regards,

Frank Long  
Traffic Solutions Manager, USA  
JAI Traffic Solutions  
(630) 293-9377

JAI Inc.  
6800 Santa Teresa Blvd  
Suite 175  
San Jose, CA 95119  
USA

Toll-free phone  
+1 800 445-5444  
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+1 408 383-0300  
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+1 408 383-0301

www.jai.com

ISO 9001:2000 certified

**JAI Proprietary Information**

The Information contained herein is Proprietary to JAI and shall not be Disclosed to Third Parties Without the  
Written Permission of JAI, Inc.

**SH290 VES System - Pricing Summary:**  
**Table 1 - Spare Lane Hardware equipment:**

Item	Qty	Model	Description	Unit Price (US \$)	Total Price (US \$)
01	4	VIS-CAM-1000-AIO	JAI SAP P/N: 31016592 Vehicle Imaging Subsystem, Including:  Vehicle Imaging Subsystem, Including: TS-5000EN High Resolution Progressive scan Monochrome Camera in an AIO Housing w/ Filter, BLUE LEDs, 14-50mm Motorized Zoom & Focus, Vari-focal Lens and control, 24VDC/50W heaters and Pan/tilt/Roll mount.	\$6,450	\$25,800
02	20	EIO-303	JAI P/N: 20009593  IO board for the VISCAM 1000 camera(s).	\$700	\$14,000
			Total Hardware Fixed Price		\$39,800

**Notes:**

1. Above prices are for SH290 only and apply to your VES retrofit project ONLY!
2. The above pricing shall remain valid for a period of thirty (30) days from the date of this submittal and is conditioned upon the Conditions of Sale outlined below.

**JAI Proprietary Information**

The Information contained herein is Proprietary to JAI and shall not be Disclosed to Third Parties Without the Written Permission of JAI, Inc.

**TERMS OF SALE AND DELIVERY OF JAI INC.,**  
 (“JAI”), 625 RIVER OAKS PARKWAY, SAN JOSE, CA 95134, USA

These Terms of Sale and Delivery (the “Standard Delivery Terms”) is part of the Agreement and shall apply to any Product sold and any Support provided by JAI to a purchaser (the “Purchaser”). In case of any differences between these Standard Delivery Terms and the general terms of the Purchase Order, these Standard Delivery Terms and any other of JAI’s standard terms referred to in the Agreement shall prevail unless otherwise expressly agreed in writing.

**1. Definitions:**

The following expressions shall have the following meanings:

“**Agreement**” means JAI’s quotation to the Purchaser, the Purchaser’s order, JAI’s confirmation of the Purchaser’s order and any of JAI’s standard terms referred to by JAI in its quotation and/or order confirmation.

“**Hardware**” means all goods acquired by the Purchaser under the Agreement, save for the Software.

“**Product**” means any Hardware and any Software.

“**Software**” means any software acquired by the Purchaser under the Agreement.

“**Standard Test Procedures**” are the latest released test procedures used by JAI production department.

“**Support**” means any support provided by JAI to the Purchaser according to the Agreement.

**2. Product Information and Prices:**

Data in product information are binding only to the extent that they are by reference expressly included in the Agreement. Technical documents, quotation or other price information concerning the Product may not be used by Purchaser for any other purpose than for which they were submitted and may not be communicated to a third party.

**3. Validity of offers, etc.:**

Where no specific term or acceptance of an order is indicated, the term of acceptance shall be 30 days from the date of JAI’s quotation to the Purchaser.

The Agreement shall be deemed legally entered into with binding effect between JAI and the Purchaser as per the date of JAI’s confirmation of the Purchaser’s order (date of the Agreement).

**4. Test:**

Prior to delivery of Hardware JAI will conduct a test of the Hardware at JAI’s facilities in accordance with JAI’s Standard Test Procedures and specifications applicable. Upon mutual agreement between JAI and Purchaser the test may derogate from the Standard Test Procedures, provided that Purchaser defrays all additional costs in relation to the test.

**5. Delivery:**

The Product is delivered in accordance with the following terms:

–“FOB” (California Commercial Code), JAI (with respect to deliveries to Purchasers domiciled within the United States),

–“Ex Works” (Incoterms 2000), JAI (with respect to deliveries to Purchasers domiciled outside the United States). Delivery date shall be the date set out in the Purchase Agreement and shall be considered punctual where effected either on or within 30 days after the date of delivery set out in the Agreement. If no delivery date is stated in the order from the Purchaser, then the delivery date set out in JAI’s confirmation of the Purchaser’s order shall apply.

In the event that a delivery from JAI is delayed, the Customer will without undue delay be informed in writing about a new expected delivery date. Where JAI fails to deliver in time on the expected delivery date, the Purchaser may request in writing that delivery be effected and stipulate a last, reasonable time limit of not less than 14 days. If JAI fails to deliver within the stipulated time limit, and this is not due to circumstances, for which the Purchaser can be held liable, the Purchaser shall be entitled to rescind the Agreement by written notification to JAI with respect to such part of the Product that cannot be put to the intended use.

JAI shall not be liable for any direct or indirect damages that the Purchaser may encounter or suffer as a result of late delivery of the Products and the Purchaser shall in no event be entitled to claim compensation for any default on the part of JAI, irrespective of whether such a default is attributable to JAI.

JAI shall not be liable for defects caused by occurrences after the risk in the Hardware has passed to the Purchaser.

**6. Payment Terms:**

All prices quoted by JAI are in US Dollars, exclusive of VAT and any other direct or indirect taxes, duties or levies chargeable on the Product. The agreed purchase price shall be payable in cash upon delivery.

In the event of delayed payments an interest of the lesser of (i) two (2) % per commenced month or (ii) the highest rate permitted by applicable law is accrued and JAI is entitled to withhold any other orders placed and/or part deliveries not yet effected until the Purchaser has settled all outstanding amounts with JAI (including interest). If outstanding amounts are not fully settled by Purchaser three months after the due date, JAI may rescind the Agreement immediately and without prior notice.

**7. Retention of Title:**

The Product shall remain JAI’s property until the full purchase price, including interest and costs, as well as all claims with respect to transportation, and any amounts to which JAI is entitled pursuant to the parties’ contractual relationship, have been settled in full.

**8. Support:**

JAI provides support to the Purchaser for all Hardware sold. The support will be provided subject to availability of the support engineer and consists of the following:

- a) Data sheet, product manuals, installation manuals and interface manuals are available from the JAI WEB.
- b) Telephone support within normal office hours regarding technical matters related to operation and maintenance of the Hardware.
- c) Email support is provided based on receipt of a detailed description of the question/problem. A reply can normally be expected within 72 hours.
- d) Unless covered by separate agreement between the Purchaser and JAI (e.g. JAI’s Standard Terms of Camera Interface Software Development Support), assistance regarding interface software used in connection with the Hardware is provided on an hourly basis calculated on actual hours used at US \$ 225 per hour subject to availability of our software engineer.
- e) The hourly rate for support engineers is US \$ 175 per hour subject to availability of support engineer.
- f) Any travel expenses will be charged at cost plus 15%

JAI reserves the right to change, at any time, all prices in this clause 8 without prior notice to the Purchaser and the prices set forth in this clause 8 are subject to such subsequent changes.

**9. LIMITED WARRANTY:**

THE LIMITED WARRANTY UNDERTAKEN BY JAI IN THIS CLAUSE 9 IS ONLY MADE IN RESPECT OF THE HARDWARE. JAI’S LIABILITY IN RESPECT OF SOFTWARE IS INCLUDED IN THE LICENSE TERMS. JAI WARRANTS THAT THE DELIVERED HARDWARE SHALL BE MANUFACTURED IN ACCORDANCE WITH GOOD WORKMANSHIP AND THAT

IT HAS PASSED THE TEST IN ACCORDANCE WITH THE APPLICABLE STANDARD TEST PROCEDURES. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SAVE AS EXPRESSLY WARRANTED ABOVE IN THIS CLAUSE 9, THE ENTIRE RISK OF THE QUALITY AND PERFORMANCE OF THE HARDWARE IS WITH THE PURCHASER. JAI SHALL IN NO EVENT BE ACCOUNTABLE FOR DEFECTS OR OTHER MATTERS RELATING TO THE PURCHASER’S OWN IT PLATFORM OR THE INTEGRATION OR INTERACTION BETWEEN THE HARDWARE AND THE PURCHASER’S OWN IT PLATFORM.

THE PURCHASER SHALL EXAMINE THE HARDWARE UPON RECEIPT AND ANY ALLEGED BREACH OF WARRANTY SHALL BE NOTIFIED TO JAI WITHIN 14 DAYS THEREAFTER. THE NOTICE SHALL CONTAIN A DESCRIPTION OF HOW THE ALLEGED BREACH MANIFESTS ITSELF. IF THE PURCHASER FAILS TO NOTIFY JAI IN WRITING WITHIN THE TIME LIMIT SET FORTH ABOVE, HE SHALL FORFEIT HIS RIGHT TO MAKE ANY CLAIM UNDER THIS WARRANTY. REMEDY OF THE DEFECT SHALL TAKE PLACE WITHOUT ANY UNDUE DELAY AT JAI’S PREMISES. TRANSPORT FROM PURCHASER TO JAI SHALL BE AT PURCHASER’S ACCOUNT AND RISK, WHILE TRANSPORTATION FROM JAI TO PURCHASER SHALL BE AT JAI ACCOUNT AND PURCHASER’S RISK.

IF JAI FAILS TO TAKE CORRECTIVE MEASURES WITHIN A REASONABLE PERIOD OF TIME AFTER HAVING RECEIVED THE DEFECT PARTS, THE PURCHASER MAY BY WRITTEN NOTICE REQUIRE JAI TO DO SO WITHIN A REASONABLE TIME NOT LESS THAN 14 DAYS.

THE SOLE LIABILITY OF JAI FOR BREACH OF THIS WARRANTY SHALL BE THE REPLACEMENT OF NON-PERFORMING PARTS OF THE HARDWARE WITHIN A REASONABLE TIME. JAI IS ONLY LIABLE FOR DEFECTS, WHICH APPEARS UNDER THE CONDITIONS OF OPERATION SET OUT IN DOCUMENTATION PROVIDED BY JAI TO PURCHASER AND UNDER PROPER USE OF THE HARDWARE.

JAI’S LIABILITY DOES NOT COVER ORDINARY WEAR AND TEAR OR DETERIORATION. THE WARRANTY IN THIS CLAUSE 9 EXPIRES 12 MONTHS AFTER THE DELIVERY OF THE HARDWARE.

**10. GENERAL LIMITATIONS:**

OF LIABILITY JAI SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING, DIRECTLY OR INDIRECTLY, FROM THE USE OF THE PRODUCT, INCLUDING ANY PRODUCT LIABILITY, AND/OR FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF DATA OR DATA BEING RENDERED INACCURATE (INCLUDING WITHOUT LIMITATION IN THE EVENT OF (I) FOUL WEATHER CONDITIONS (E.G. FOG, RAIN OR SNOW), (II) POWER CUT AND (III) FAILURE TO COMMUNICATE WITH GPS SATELLITE), LOSS OF PROFITS, LOSS OF INTEREST OR OTHER LOSSES SUSTAINED BY THE PURCHASER OR THIRD PARTIES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT.

THE RESTRICTIONS IN JAI’S LIABILITY PROVIDED FOR IN THIS CLAUSE 10 SHALL NOT APPLY IN THE EVENT OF GROSS NEGLIGENCE ON JAI’S PART. HOWEVER, JAI AGGREGATE LIABILITY WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY THE PURCHASER TO JAI PURSUANT TO THE AGREEMENT DURING THE 12 MONTHS PRIOR TO THE PURCHASER BECOMING AWARE OF THE BASIS FOR A CLAIM AGAINST JAI.

**11. Indemnification:**

The Purchaser shall indemnify and hold harmless JAI and its affiliates, officers, directors, employees and shareholders against and from all claims, demands, suits, costs (including reasonable attorneys’ fees), and actions in each case with respect to damages to property or injuries to persons that may be sustained by any third party and that are asserted against such an indemnified party on the basis of a defect in the manufacture or supply of the Products.

**12. Force Majeure:**

JAI shall not be liable for the following causes or events where such causes or events hinder the performance of the Agreement or make the performance thereof unreasonably onerous to JAI: Industrial disputes and any other cause or event beyond JAI’s control, including, but not limited to, fire, war, mobilizations or calling up for military service to a similar extent, riots, commotions, requisitions, confiscation, exchange control restrictions, transport hindrances, power restrictions, embargoes on imports or exports and defects or delays in deliveries on the part of subcontractors caused and labour disputes.

Notwithstanding the above, either party shall be entitled to terminate the Agreement by notice in writing to the other party if performance of the Agreement is delayed more than four (4) months by reasons of the force majeure as described in this clause 12.

**13. Export Control:**

Purchaser acknowledges that the Products are subject to regulation by agencies of the U.S. Government, which prohibits export or diversion of certain products and technology to certain countries. Any and all obligations of JAI to provide the Products or technical assistance related to the Products is subject in all respects to such United States laws and regulations as shall from time to time govern the sale and delivery of products abroad by persons subject to the jurisdiction of the United States. Purchaser will comply with the Export Administration Regulations and other United States laws and regulations governing exports in effect from time to time and, without limiting the above, Purchaser shall not export or re-export, or otherwise provide, the Products or any technical data related thereto to any country, or to a national of any country, as to which the U.S. Government has placed an embargo against the shipment of Products.

**14. General:**

Entire Agreement: These Standard Delivery Terms and the documents referred to herein, including without limitation the Agreement (together the “Transaction Documents”) constitute the entire agreement and understanding between JAI and Purchaser with respect to the subject matter of the Transaction Documents and supersedes all prior agreements and understandings, whether oral or written.

Amendment: Unless otherwise expressly stated herein, these Standard Delivery Terms may not be amended without the written consent of both parties.

Waiver: The waiver or failure of either party to exercise any right provided for in these Standard Delivery Terms shall not be deemed a waiver of any further right hereunder.

Assignment: Neither party may assign its rights or obligations under these Standard Delivery Terms except in the context of a merger, sale of substantially all assets or like transaction.

**15. Applicable Law and Venue:**

The Agreement (including for the avoidance of doubt these Standard Delivery Terms between JAI and the Purchaser) shall be governed by the laws of the State of California, without regard to its conflicts of laws principles. Any disputes or claims arising out of or in connection with the Agreement shall be heard exclusively in the federal and state courts located in Santa Clara County, California. The losing party in a dispute shall pay the prevailing party’s reasonable legal fees.



See the possibilities



Pricing Proposal  
 Quotation #: 19332748  
 Created On: 8/26/2020  
 Valid Until: 8/31/2020

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**Kapsch TrafficCom USA, Inc.**

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**Inside Sales Account Manager**

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**Sean Staehli**  
 7701 Metropolis Drive  
 Bldg 14, Suite 100  
 Austin, TX 78744  
 United States  
 Phone: (512) 596-7238  
 Fax:  
 Email: Sean.Staehli@kapsch.net

**Paul Perez**  
 1501 South Mo-Pac Expressway  
 Suite 400  
 Austin, TX 78746  
 Phone: 512-814-4102  
 Fax: 512-814-4103  
 Email: Paul\_Perez@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 PowerEdge R540 Server - Silver 4214 x 2 - 64GB - 1.8TB 10K x 4 - 3 Year ProSupport Dell - Part#: 210-ALZH	1	\$4,798.00	\$4,798.00
		Subtotal	\$4,798.00
		Shipping	\$125.00
		Total	\$4,923.00

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**Additional Comments**

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Due to industry-wide constraints and fluctuations, SHI reserves the right to change price at any time

- PowerEdge R540 Server 210-ALZH - 1 -
- PowerEdge R540 MLK Motherboard, V2 329-BFBK - 1 -
- No Trusted Platform Module 461-AADZ - 1 -
- 3.5 Chassis with up to 8 Hot Plug Hard Drives 321-BCWW - 1 -
- Internal PERC 405-AAOM - 1 -
- PowerEdge R540 Shipping 340-BSID - 1 -
- PowerEdge R540 Shipping Material, V2 340-COSN - 1 -
- PowerEdge R540 CE, CCC, BIS Marking 389-DSXI - 1 -
- Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400 338-BSDL - 1 -
- Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400 338-BSDL - 1 -
- Additional Processor Selected 379-BDCO - 1 -
- Thank you for Choosing Dell 555-BBNG - 1 -
- 2666MT/s RDIMMs 370-ADNU - 1 -
- Performance Optimized 370-AAIP - 1 -
- RAID 10 780-BCDQ - 1 -
- PERC H740P RAID Controller, LP Adapter 405-AAML - 1 -
- No Operating System 619-ABVR - 1 -
- iDRAC9,Enterprise 385-BBKT - 1 -
- iDRAC Group Manager, Enabled 379-BCQV - 1 -
- iDRAC,Factory Generated Password 379-BCSF - 1 -
- 3xLP\_2 CPU No Riser Configuration 330-BBIT - 1 -
- On-Board LOM 542-BBBP - 1 -

No Optical Drive Internal for 8 HD Chassis 429-AAQN - 1 -  
Dual, Hot-Plug, Redundant Power Supply (1+1), 750W 450-AJRO - 1 -  
PowerEdge 2U Standard Bezel 325-BCHU - 1 -  
Dell EMC Luggage Tag 350-BBLI - 1 -  
No Quick Sync 350-BBKU - 1 -  
Performance BIOS Settings 384-BBBL - 1 -  
UEFI BIOS Boot Mode with GPT Partition 800-BBDM - 1 -  
ReadyRails Sliding Rails With Cable Management Arm 770-BBBR - 1 -  
No Systems Documentation, No OpenManage DVD Kit 631-AACK - 1 -  
US Order 332-1286 - 1 -  
Basic Next Business Day 36 Months 709-BBFM - 1 -  
On-Site Installation Declined 900-9997 - 1 -  
32GB RDIMM 2666MT/s Dual Rank 370-ADNF - 2 -  
1.8TB 10K RPM SAS 12Gbps 512e 2.5in Hot-plug Hard Drive, 3.5in HYB CARR 400-ASHM - 4 -  
No Media Required 421-5736 - 1 -  
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America 492-BBDI - 2

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*The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.*





Pricing Proposal  
Quotation #: 19332909  
Created On: 8/26/2020  
Valid Until: 8/30/2020

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## Kapsch TrafficCom USA, Inc.

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**Sean Staehli**  
7701 Metropolis Drive  
Bldg 14, Suite 100  
Austin, TX 78744  
United States  
Phone: (512) 508-7238  
Fax:  
Email: Sean.Staehli@kapsch.net

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## Inside Sales Account Manager

---

**Paul Perez**  
1501 South Mo-Pac Expressway  
Suite 400  
Austin, TX 78746  
Phone: 512-814-4102  
Fax: 512-814-4103  
Email: Paul\_Perez@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 PowerEdge R340 Server - Xeon E-2244G - 16GB - 4TB 7.2K x 2 - 3 Year ProSupport Dell - Part#: 210-ALZH Note: Intel Xeon E-2144G is no longer available I quoted the E-2244	1	\$2,447.00	\$2,447.00
		Subtotal	\$2,447.00
		Shipping	\$125.00
		Total	\$2,572.00

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## Additional Comments

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Due to industry-wide constraints and fluctuations, SHI reserves the right to change price at any time

PowerEdge R540 Server 210-ALZH - 1 -  
PowerEdge R540 MLK Motherboard, V2 329-BFBK - 1 -  
No Trusted Platform Module 461-AADZ - 1 -  
3.5 Chassis with up to 8 Hot Plug Hard Drives 321-BCWW - 1 -  
Internal PERC 405-AAOM - 1 -  
PowerEdge R540 Shipping 340-BSID - 1 -  
PowerEdge R540 Shipping Material, V2 340-COSN - 1 -  
PowerEdge R540 CE, CCC, BIS Marking 389-DSXI - 1 -  
Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400 338-BSDL - 1 -  
Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400 338-BSDL - 1 -  
Additional Processor Selected 379-BDCO - 1 -  
Thank you for Choosing Dell 555-BBNG - 1 -  
2666MT/s RDIMMs 370-ADNU - 1 -  
Performance Optimized 370-AAIP - 1 -  
RAID 10 780-BCDQ - 1 -  
PERC H740P RAID Controller, LP Adapter 405-AAML - 1 -  
No Operating System 619-ABVR - 1 -  
iDRAC9,Enterprise 385-BBKT - 1 -  
iDRAC Group Manager, Enabled 379-BCQV - 1 -  
iDRAC,Factory Generated Password 379-BCSF - 1 -  
3xLP,2 CPU No Riser Configuration 330-BBIT - 1 -  
On-Board LOM 542-BBBP - 1 -

No Optical Drive Internal for 8 HD Chassis 429-AAQN - 1 -  
Dual, Hot-Plug, Redundant Power Supply (1+1), 750W 450-AJRO - 1 -  
PowerEdge 2U Standard Bezel 325-BCHU - 1 -  
Dell EMC Luggage Tag 350-BBLI - 1 -  
No Quick Sync 350-BBKU - 1 -  
Performance BIOS Settings 384-BBBL - 1 -  
UEFI BIOS Boot Mode with GPT Partition 800-BBDM - 1 -  
ReadyRails Sliding Rails With Cable Management Arm 770-BBBR - 1 -  
No Systems Documentation, No OpenManage DVD Kit 631-AACK - 1 -  
US Order 332-1286 - 1 -  
Basic Next Business Day 36 Months 709-BBFM - 1 -  
On-Site Installation Declined 900-9997 - 1 -  
32GB RDIMM 2666MT/s Dual Rank 370-ADNF - 2 -  
1.8TB 10K RPM SAS 12Gbps 512e 2.5in Hot-plug Hard Drive, 3.5in HYB CARR 400-ASHM - 4 -  
No Media Required 421-5736 - 1 -  
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America 492-BBDI - 2

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CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

# **System Integration Agreement**

**CTRMA Toll Systems Integration**



**CTRMA WO-155, 183A DVAS Camera Upgrade**

October 16, 2020

### Change Request Description

<b>Request ID</b>	CTRMA-WO-155		
<b>Request Date</b>	10/16/2020		
<b>System Module</b>	183A DVAS Camera		
<b>Change Type</b>	Equipment		
<b>Description</b>			
Replace Aging DVAS cameras			
<b>Affected Project</b>			
<input checked="" type="checkbox"/> <b>183</b> <input type="checkbox"/> <b>290</b> <input type="checkbox"/> <b>Mopac</b> <input type="checkbox"/> <b>SH71</b>			
<b>Affected Requirements</b>			
N/A			
<b>Affected System Processes:</b>			
DVAS System			
<b>Description of the Solution</b>			
<ul style="list-style-type: none"> <li>○ Upgrade aging DVAS cameras on 183A</li> <li>○ MOT for the DVAS Camera replacement is to be included during normal Preventive Maintenance Closure.</li> <li>○ Kapsch will provide a Project Schedule. Must be completed before June 2021</li> </ul>			
<b>Impact</b>	<input type="checkbox"/> High	<input type="checkbox"/> Medium	<input checked="" type="checkbox"/> Low
<b>Total</b>	<b>\$82,224.98</b>		
	Pricing good for 60 Days		
<b>Quantity</b>	Mounting hardware, see the Excel document for items and quantity.		



## System Integration

### WO-CTRMA-155-183A DVAS Camera Upgrade\_V2.4.docx



CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

	Materials / Equipment	Quantity	Price	10% Markup	Extended Price
1	COHUHD 3430HD	44	\$55,000.00	\$5,500.00	\$60,500.00
2	RJ45 IP67 COUPLER	44	\$1,320.00	\$132.00	\$1,452.00
3	UNSHIELDED CAT5E, MS TO RJ45, 5 FT	44	\$3,740.00	\$374.00	\$4,114.00
4	3430HD WALL MOUNT BRACKET	44	\$1,100.00	\$110.00	\$1,210.00
5	CAMERA BRACKET	44	\$2,181.08	\$218.11	\$2,399.19
6	4 port POE Injector-Panel	10	\$588.00	\$58.80	\$646.80
7	Mounting Hardware	1	\$501.74	\$50.17	\$551.91
<b>Total Hardware</b>					<b>\$70,873.90</b>

	Labor	No. of Hours	Hr. Contract Rate	Total
1	Software Engineer	0.00	\$157.59	\$0.00
2	System/Hardware Engineer	10.00	\$172.52	\$1,725.20
3	Technician	44.00	\$120.90	\$5,319.60
4	Business Analyst	0.00	\$157.59	\$0.00
5	Database Administrator	0.00	\$224.14	\$0.00
6	Documentation Clerk	10.00	\$161.66	\$1,616.60
7	Testing Engineer	0.00	\$171.17	\$0.00
8	Network Engineer/Administrator	0.00	\$156.22	\$0.00
9	Project Manager	12.00	\$224.14	\$2,689.68
<b>Total Hours:</b>		<b>76.00</b>	<b>Total Labor:</b>	<b>\$11,351.08</b>

	Subcontractor	Quantity	Cost	10% Markup	Extended Price
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
<b>Total Subcontractor</b>					<b>\$0.00</b>

	ODCs / Travel	Quantity	Cost	10% Markup	Extended Price
1	Air Fare	0	\$0.00	\$0.00	\$0.00
2	Mileage	0	\$0.00	\$0.00	\$0.00
3	Lodging	0	\$0.00	\$0.00	\$0.00
4	Per Diem	0	\$0.00	\$0.00	\$0.00
5	Car Rental	0	\$0.00	\$0.00	\$0.00
6	PM - Other/Misc.	0	\$0.00	\$0.00	\$0.00
7	Warr/Maint - Other/Misc.	0	\$0.00	\$0.00	\$0.00
<b>Total ODCs / Travel</b>					<b>\$0.00</b>

**TOTAL PRICE** **\$82,224.98**

<b>Client Acceptance:</b>	
Client name	
Date	
Signature	
<b>Kapsch Acceptance</b>	
Name	
Date	
Signature	

## 1 Reference Documents

WO 155 183A DVAS Mounting Hardware.xlsx

## 2 Document Version History

Version	Created	Created by	Comments
1.0	04/23/2020	Timothy Duke	Initial Submission based on e-mail.
2.0	09/09/2020	Timothy Duke	Updated Pricing
2.1	10/02/2020	Timothy Duke	Updated CTRMA logo
2.2	10/06/2020	Timothy Duke	Update to define MOT
2.3	10/09/2020	Lisa Gauger	Updated 4-port POE pricing and overall pricing to match.
2.4	10/16/2020	Lisa Gauger	Updated doc naming details from CO to WO



AmteX Precision Fabrication  
 3920 Bahler Avenue  
 Manvel, TX 77578-2823  
 United States of America

Ph: 281.489.7042

Fax: 281.489.1992

**Quote**

ID: 25344 Date: 08-Sep-20

**To**

Kapsch TrafficCom Transportation NA, Inc.  
 7701 Metropolis Dr.  
 Bldg. 14 Suite 100  
 Austin, TX 78744  
 United States of America

**Quote To**

Tim Duke  
 Kapsch TrafficCom Transportation NA, Inc.  
 7701 Metropolis Dr.  
 Bldg. 14 Suite 100  
 Austin, TX 78744  
 United States of America

Ph: 713-920-6838

Ph: 713-920-6838

Terms	Ship Via	Salesperson	
Net 45	Best Way	AS	
Quantity	Description	Unit Price	Amount
	*** EMAIL ALL PURCHASE ORDERS TO <a href="mailto:amtxpo@amtxprecision.com">amtxpo@amtxprecision.com</a> ***		
44	Line: 001 Part: CAMERA BRACKET CAMERA BRACKET FAB PER DRAWING RECIEVED 9/4/20 MATERIAL = .1875" 316 SS NO FINISH TOLERANCE +/- .03 CROSS PATTERN SLOTS ea	\$49.57	\$2,181.08
	LEAD TIME 2-3 WEEKS  THANK YOU FOR THE INQUIRY! WE APPRECIATE THE OPPORTUNITY TO QUOTE!	Total:	\$2,181.08



AT-4-48V60W

 (-\$135.98)

~~\$679.90~~

**\$543.92**

---

Subtotal **\$543.92**

Shipping  Calculated at next step

Taxes (estimated) **\$44.88**

---

Total **USD \$588.80**





Send any resulting purchase order to - [orders@cohud.com](mailto:orders@cohud.com)

To: Kapsch TrafficCom  
Address: 6020 Ambler Drive

City: Mississauga  
State: ON Zip Code: L4W 2P1  
Attn: Rolando Sevilla  
EMAIL: [rolando.sevilla@kapsch.net](mailto:rolando.sevilla@kapsch.net)  
Phone: (905)624-3020 Fax:  
Ref: CTMRA

Revision Date: 9/8/2020  
Quotation Date: 09/08/20  
Sales Manager: Frank Sneed 817 467 3749  
Quotation Validity: 60 DAYS  
Ship Via: BEST WAY  
F.O.B.: FACTORY/ORIGIN  
Payment Terms: NET 30/APPROVED CREDIT  
**\*Estimated Lead Time: 6-8 WEEKS ARO**  
Price List Rev.: Version 2019.3  
Quote #: CEDQ27895  
Application Code:  
Quoted By: Frank Sneed 817 467 3749

*\* Actual delivery schedule will be confirmed upon receipt of order.*

Item	Qty	Model	Description	Unit Price	Extended Price
1	44	3432-3000	COHUHD 3430HD SERIES IP67 H.264 FIXED CAMERA SYSTEM,, POE INPUT POWER, 1080P 30X DAY/NIGHT, DEFOG, AUTO FOCUS, EIS AND DIGITAL ZOOM	\$1,250.00	\$55,000.00
2	44	7610203-002	RJ45 IP67 COUPLER, 6MM OR 8.2MM CABLE DIAMETER	\$30.00	\$1,320.00
3	44	8196402-005	UNSHIELDED CAT5E, MS TO RJ45, 5 FT	\$85.00	\$3,740.00
4	44	7412011-002	3430HD WALL MOUNT BRACKET	\$25.00	\$1,100.00
<b>Total Quotation Value</b>					<b>\$61,160.00</b>

If you have any questions regarding this quotation, please contact Frank Sneed with TechOne Sales LLC by phone at 817-467-3749 or by email at [frank@techonesales.com](mailto:frank@techonesales.com).

- NOTES:
1. All cables are custom made to order for length.
  2. If customer intends to make their own cables, the multi-pin mating connector that is required to connect customer made cable to the camera is not

Any purchase order or contract as a result of this quotation is subject to CohuHD's Terms & Conditions. Purchase Orders resulting from this quotation can be sent to [orders@cohud.com](mailto:orders@cohud.com) or mail to CohuHD Costar, LLC, 7330 Trade St., San Diego, CA 92121. This quotation contains Proprietary & Confidential information and remains the property of the disclosing parties.

Signed for CohuHD Costar, LLC by: Frank Sneed  
Frank Sneed, Sales Representative - Office: (817)467-3749 - e-mail: [frank@techonesales.com](mailto:frank@techonesales.com)



## TERMS AND CONDITIONS

1 - ACCEPTANCE: Each order is subject to acceptance by CohuHD™. No order shall be binding until accepted in writing by an authorized CohuHD employee. The terms and conditions stated herein form the entire terms and conditions between Buyer and CohuHD, Inc., except for written agreements signed by both parties amending these terms and conditions. 2 - CANCELLATION OR CHANGE TO CONTRACT: Upon written notice by Buyer of intention to cancel an order, CohuHD will stop work promptly. Cancellation of an accepted order requires CohuHD written consent thereto, including terms that will satisfy all costs incurred and proportionate profit earned by CohuHD. Change orders will take effect upon Buyer's and CohuHD's written agreement on all changes. However, if Buyer requests to delay shipping an order beyond the stated lead time, CohuHD reserves the right to refuse the delay or adjust pricing to then current levels. 3 - DELIVERY: Delivery date is the ship date from the factory provided in the order acknowledgement, and is CohuHD's best estimate at time of order placement. CohuHD shall not be liable for any nonperformance, loss, damage, or delay due to war, acts of terrorism, riots, fire, flood, strikes or other labor difficulty, governmental actions, including without limit delivery requirements of a US Government agency rated order, acts of God, acts of the Buyer or its customer, transportation delays, inability to obtain necessary labor or materials from usual sources, or other causes beyond the reasonable control of CohuHD. In such event, CohuHD's performance shall be excused for a commercially reasonable time that is at least the length of time lost due to such delay. 4 - LIMITED WARRANTY: CohuHD warrants that, at time of delivery, the equipment covered by these terms and conditions will be free from defects in materials and workmanship, provided the equipment or system is installed, operated and maintained in accordance with the Operation and Maintenance manual or such other CohuHD documentation as may be applicable, for any such defect reported to CohuHD as follows: CohuHD RISE 42xxHD series products for three years from date of shipment from CohuHD's factory. CohuHD 34xxHD series products for three years from date of shipment from CohuHD's factory. All other CohuHD manufactured products are warranted for two years from date of shipment from CohuHD factory. Resale items not manufactured by CohuHD are warranted as specified by the original manufacturer. IP67/IP68 enclosures include a lifetime warranty against moisture ingress. CohuHD will clean/repair and re-pressurize returned enclosures. CohuHD will take reasonable action to repair or replace such equipment. Any claim of defect shall be submitted promptly in writing to CohuHD, Attention: Customer Service Department. A Return Material Authorization (RMA) is required for all items returned to CohuHD for repair, and must be provided by CohuHD prior to delivery at the factory. No items will be accepted without an RMA. Information necessary to process an RMA include Buyer contact details, a full product identification (serial number, model number), and description of the claimed defect as well as an explanation of the circumstances and operational conditions and reading at the time of defect. Purchaser shall prepay transportation charges to CohuHD. CohuHD's total liability under this warranty program is limited to the repair or replacement of items purchased pursuant to these terms and conditions which are found to be defective in material and/or workmanship. CohuHD retains the option, in its sole discretion, to make such repair or replacement at Buyer's site, at the CohuHD factory, or via an authorized service center. CohuHD supplied subsystems from OEM manufacturers carry only their manufacturer's warranty, which is passed on to the Buyer. CohuHD will, at the request of the Buyer, assert warranty claims to the manufacturer of such devices, but by so doing does not assume any liability. This warranty shall be void in the event of damage caused by misuse; disassembly; unauthorized repairs; intentional damage; failure to maintain the product in accordance with CohuHD operating manuals; operation of the product beyond its specified operating environment; or damage caused by accidents, lightning, power surges, acts of God, or other natural disasters; or Buyer's failure to timely pay amounts due to CohuHD. Expendable items such as bulbs, fuses, etc., are excluded from coverage under this warranty program.

Buyer shall be responsible for all costs of returning claimed defective products to CohuHD, and CohuHD will be responsible for returning the repaired products or replacements. THIS CONSTITUTES THE SOLE WARRANTY MADE BY COHUHD EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COHUHD BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND BUYER'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING PRODUCTS. 5 - SHIPMENT: Unless expressly prohibited by Buyer, partial shipments shall be accepted. All shipments are made Ex-works (Incoterms 2010)- CohuHD factory unless expressly agreed upon otherwise. Costs of boxing and crating for domestic shipment are included in the quoted price or quoted as a separate line item. When special export or domestic packing is specified, a charge will be made to cover this extra expense. Special packing requirements and method of shipment must be stated in the purchase order. CohuHD takes reasonable care in packing for shipment and selection of carrier. CohuHD assumes no responsibility for delay, breakage, or damage after having made delivery in good order to the carrier. Insurance is the responsibility of the Buyer. Claims for damage are to be made by the Buyer on the carrier; CohuHD will assist in such claims, as requested by the Buyer. Charges & Freight quotations are available. 6 - U.S. TAXES: Unless specifically stated, the prices quoted are exclusive of any federal, state, municipal, or other government tax that may be imposed upon the production, storage, sale, transportation, or use of the products described herein. The Buyer shall pay such taxes applied directly to the sale and levied prior to shipment from CohuHD, or in lieu thereof the Buyer shall provide a tax exemption certificate acceptable to the taxing authorities. Unless a state issued tax exempt certificate is presented at the time of order placement, sales tax will be applied when shipping product to the following states: CA, NY, TX and, WA. Training is not taxable in any state. The U.S. Government is not taxable in any state. If taxable, Buyer shall include the appropriate amount and percentage on the Order for the Goods. 7 - DUTIES: All duties, import or export fees, customs fees, and brokerage charges are the responsibility of the Buyer. Pricing in CohuHD's quotation does not include these charges unless explicitly stated. 8 - RISK OF LOSS: Title to the goods shall pass to Buyer upon shipment from CohuHD's factory. Risk of loss of the goods shall pass to Buyer as soon as the goods are deposited with the carrier. It is specifically agreed that the risk of loss shall not be altered due to a default or breach of these terms and conditions by either party. 9 - ASSIGNMENT - DELEGATION: No right or interest in an accepted order shall be assigned by either Buyer or CohuHD without the written consent of the other party. No delegation or the performance of any obligation owed by either party shall be effective without the written consent of the other party. 10 - APPLICABLE LAW: The law which shall be applied hereto shall be the Uniform Commercial Code as adopted by the State of California, and as effective and in force on the date of acceptance of Buyer's order by CohuHD. 11 - EXPORT LAWS: The Goods may be subject to U.S. Government export laws and regulations. Buyer shall not export, re-export, or transfer the Goods or Confidential Information received from CohuHD without first obtaining the appropriate US Government approvals, if any. CohuHD will cooperate with Buyer to obtain any export licenses Buyer seeks, but obtaining such licensing shall be the exclusive responsibility of Buyer and CohuHD makes no representation or warranty regarding the issuance of export licenses for the Goods. 12 - CASUALTY TO IDENTIFIED GOODS: If the goods ordered by Buyer are destroyed for reasons beyond CohuHD's control prior to the time the risk of loss passes to Buyer, the date of delivery shall be adjusted to accommodate remanufacture of the affected goods. If the loss is partial, Buyer shall have the right to take delivery of that portion of the goods which conform to the contract. NOTES: Quote valid for 60 days unless otherwise noted.

Signed for CohuHD Costar, LLC by: ***Frank Sneed***

Frank Sneed, Sales Representative - Office: (817)467-3749 - e-mail: frank@techonesales.com

404-346-7000  
 404-349-9091 (fax)  
 atl.sales@mcmaster.com

Kapsch Trafficom U S A Inc  
 7701 Metropolis Dr Bldg 14  
 Austin TX 78744

Quote  
 16285

Date  
 8/14/20

Line	Product	Quantity	Available	Price	Total
1	8862T29 Galvanized Steel U-Bolt, 3/8"-16 Thread Size, 2-7/16" ID, packs of 1	100 packs	today	3.01 per pack	301.00
2	98970A131 Hot-Dipped Galvanized Steel Washer, USS, 3/8" Screw Size, 0.438" ID, 1" OD, packs of 100	2 packs	today	6.97 per pack	13.94
3	95160A220 Hot-Dipped Galvanized Steel Split Lock Washer for 3/8" Screw Size, 0.385" ID, 0.705" OD, packs of 100	2 packs	today	10.96 per pack	21.92
4	90371A031 Low-Strength Steel Hex Nut, Grade 2, Hot-Dipped Galvanized, 3/8"-16 Thread Size, packs of 100	4 packs	today	10.81 per pack	43.24
5	93190A546 Super-Corrosion-Resistant 316 Stainless Steel Hex Head Screw, 1/4"-20 Thread Size, 1-1/2" Long, Fully Threaded, packs of 10	20 packs	today	4.23 per pack	84.60
6	98970A129 Hot-Dipped Galvanized Steel Washer, USS, 1/4" Screw Size, 0.312" ID, 0.75" OD, packs of 100	2 packs	today	3.05 per pack	6.10
7	95160A210 Hot-Dipped Galvanized Steel Split Lock Washer for 1/4" Screw Size, 0.26" ID, 0.487" OD, packs of 100	2 packs	today	4.67 per pack	9.34
8	90371A029 Low-Strength Steel Hex Nut, Grade 2, Hot-Dipped Galvanized, 1/4"-20 Thread Size, packs of 100	4 packs	today	5.40 per pack	21.60
				Merchandise	\$501.74

Notes

Applicable shipping charges and tax will be added.

Prices good through 9/13/20.

**Your order is subject only to our terms and conditions, available at [www.mcmaster.com](http://www.mcmaster.com) or from our Sales Department.**



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

# **System Integration Agreement**

**CTRMA Toll Systems Integration**



**CTRMA WO-156, 290E DVAS Camera Upgrade**

October 16, 2020

**Change Request Description**

<b>Request ID</b>	CTRMA-WO-156
<b>Request Date</b>	10/16/2020
<b>System Module</b>	290E DVAS Camera
<b>Change Type</b>	Equipment

**Description**

Replace aging DVAS Cameras

**Affected Project**

- 183
- 290
- Mopac
- SH71

**Affected Requirements**

N/A

**Affected System Processes:**

DVAS System

**Description of the Solution**

- Upgrade aging DVAS cameras on 290E
- MOT for the DVAS Camera replacement is to be included during normal Preventive Maintenance Closure.
- Kapsch will provide a Project Schedule. Must be completed before June 2021

<b>Impact</b>	<input type="checkbox"/> High	<input checked="" type="checkbox"/> Medium	<input type="checkbox"/> Low
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<b>Total</b>	<b>\$95,965.64</b>
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**Pricing good for 60 Days**

<b>Quantity</b>	Mounting hardware, see the Excel document for items and quantity.
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## System Integration

### WO-CTRMA-156-290E DVAS Camera Upgrade\_v2.4.docx



CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

	Materials / Equipment	Quantity	Price	10% Markup	Extended Price
1	COHUHD 3430HD	52	\$65,000.00	\$6,500.00	\$71,500.00
2	RJ45 IP67 COUPLER	52	\$1,560.00	\$156.00	\$1,716.00
3	UNSHIELDED CAT5E, MS TO RJ45, 5 FT	52	\$4,420.00	\$442.00	\$4,862.00
4	3430HD WALL MOUNT BRACKET	52	\$1,300.00	\$130.00	\$1,430.00
5	CAMERA BRACKET	52	\$2,554.76	\$255.48	\$2,810.24
6	4 port POE Injector-Panel	12	\$706.55	\$70.66	\$777.21
7	Mounting Hardware	1	\$501.74	\$50.17	\$551.91
<b>Total Hardware</b>					<b>\$83,647.36</b>

	Labor	No. of Hours	Hr. Contract Rate	Total
1	Software Engineer	0.00	\$157.59	\$0.00
2	System/Hardware Engineer	10.00	\$172.52	\$1,725.20
3	Technician	52.00	\$120.90	\$6,286.80
4	Business Analyst	0.00	\$157.59	\$0.00
5	Database Administrator	0.00	\$224.14	\$0.00
6	Documentation Clerk	10.00	\$161.66	\$1,616.60
7	Testing Engineer	0.00	\$171.17	\$0.00
8	Network Engineer/Administrator	0.00	\$156.22	\$0.00
9	Project Manager	12.00	\$224.14	\$2,689.68
<b>Total Hours:</b>		<b>84.00</b>	<b>Total Labor:</b>	<b>\$12,318.28</b>

	Subcontractor	Quantity	Cost	10% Markup	Extended Price
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
<b>Total Subcontractor</b>					<b>\$0.00</b>

	ODCs / Travel	Quantity	Cost	10% Markup	Extended Price
1	Air Fare	0	\$0.00	\$0.00	\$0.00
2	Mileage	0	\$0.00	\$0.00	\$0.00
3	Lodging	0	\$0.00	\$0.00	\$0.00
4	Per Diem	0	\$0.00	\$0.00	\$0.00
5	Car Rental	0	\$0.00	\$0.00	\$0.00
6	PM - Other/Misc.	0	\$0.00	\$0.00	\$0.00
7	Warr/Maint - Other/Misc.	0	\$0.00	\$0.00	\$0.00
<b>Total ODCs / Travel</b>					<b>\$0.00</b>

**TOTAL PRICE                      \$95,965.64**

<b>Client Acceptance:</b>	
Client name	
Date	
Signature	
<b>Kapsch Acceptance</b>	
Name	
Date	
Signature	

**1 Reference Documents**

WO 156 290E DVAS Mounting Hardware.xlsx

**2 Document Version History**

Version	Created	Created by	Comments
1.0	04/23/2020	Timothy Duke	Initial Submission based on e-mail.
2.0	09/09/2020	Timothy Duke	Pricing Update
2.1	10/02/2020	Timothy Duke	Update CTRMA Logo
2.2	10/06/2020	Timothy Duke	Update to define MOT
2.3	10/09/2020	Lisa Gauger	Updated 4-port POE pricing and overall pricing to match.
2.4	10/16/2020	Lisa Gauger	Updated don naming details from CO to WO



AT-4-48V60W

 (-\$163.17)

~~\$815.88~~

**\$652.71**

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Subtotal **\$652.71**

Shipping  Calculated at next step

Taxes (estimated) **\$53.84**

---

Total **USD \$706.55**





Amtex Precision Fabrication  
 3920 Bahler Avenue  
 Manvel, TX 77578-2823  
 United States of America

Ph: 281.489.7042

Fax: 281.489.1992

**Quote**

ID: 25336 Date: 04-Sep-20

**To**

Kapsch TrafficCom Transportation NA, Inc.  
 7701 Metropolis Dr.  
 Bldg. 14 Suite 100  
 Austin, TX 78744  
 United States of America

**Quote To**

Tim Duke  
 Kapsch TrafficCom Transportation NA, Inc.  
 7701 Metropolis Dr.  
 Bldg. 14 Suite 100  
 Austin, TX 78744  
 United States of America

Ph: 713-920-6838

Ph: 713-920-6838

Terms		Ship Via		Salesperson
Net 45		Best Way		AS
Quantity	Description	Unit Price	Amount	
	*** EMAIL ALL PURCHASE ORDERS TO amtexpo@amtexprecision.com ***			
	Line: 001 Part: CAMERA BRACKET CAMERA BRACKET FAB PER DRAWING RECIEVED 9/4/20 MATERIAL = .1875" 316 SS NO FINISH TOLERANCE +/- .03 CROSS PATTERN SLOTS			
52	ea	\$49.13		\$2,554.76
	LEAD TIME 2-3 WEEKS		Total:	\$2,554.76
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Phone: (905)624-3020 Fax:  
Ref: CTMRA

Revision Date: 9/8/2020  
Quotation Date: 09/08/20  
Sales Manager: Frank Sneed 817 467 3749  
Quotation Validity: 60 DAYS  
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**\*Estimated Lead Time: 6-8 WEEKS ARO**  
Price List Rev.: Version 2019.3  
Quote #: CEDQ27896  
Application Code:  
Quoted By: Frank Sneed 817 467 3749

*\* Actual delivery schedule will be confirmed upon receipt of order.*

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2	52	7610203-002	RJ45 IP67 COUPLER, 6MM OR 8.2MM CABLE DIAMETER	\$30.00	\$1,560.00
3	52	8196402-005	UNSHIELDED CAT5E, MS TO RJ45, 5 FT	\$85.00	\$4,420.00
4	52	7412011-002	3430HD WALL MOUNT BRACKET	\$25.00	\$1,300.00
<b>Total Quotation Value</b>					<b>\$72,280.00</b>

If you have any questions regarding this quotation, please contact Frank Sneed with TechOne Sales LLC by phone at 817-467-3749 or by email at [frank@techonesales.com](mailto:frank@techonesales.com).

- NOTES:
1. All cables are custom made to order for length.
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Signed for CohuHD Costar, LLC by: Frank Sneed  
Frank Sneed, Sales Representative - Office: (817)467-3749 - e-mail: [frank@techonesales.com](mailto:frank@techonesales.com)



## TERMS AND CONDITIONS

1 - ACCEPTANCE: Each order is subject to acceptance by CohuHD™. No order shall be binding until accepted in writing by an authorized CohuHD employee. The terms and conditions stated herein form the entire terms and conditions between Buyer and CohuHD, Inc., except for written agreements signed by both parties amending these terms and conditions. 2 - CANCELLATION OR CHANGE TO CONTRACT: Upon written notice by Buyer of intention to cancel an order, CohuHD will stop work promptly. Cancellation of an accepted order requires CohuHD written consent thereto, including terms that will satisfy all costs incurred and proportionate profit earned by CohuHD. Change orders will take effect upon Buyer's and CohuHD's written agreement on all changes. However, if Buyer requests to delay shipping an order beyond the stated lead time, CohuHD reserves the right to refuse the delay or adjust pricing to then current levels. 3 - DELIVERY: Delivery date is the ship date from the factory provided in the order acknowledgement, and is CohuHD's best estimate at time of order placement. CohuHD shall not be liable for any nonperformance, loss, damage, or delay due to war, acts of terrorism, riots, fire, flood, strikes or other labor difficulty, governmental actions, including without limit delivery requirements of a US Government agency rated order, acts of God, acts of the Buyer or its customer, transportation delays, inability to obtain necessary labor or materials from usual sources, or other causes beyond the reasonable control of CohuHD. In such event, CohuHD's performance shall be excused for a commercially reasonable time that is at least the length of time lost due to such delay. 4 - LIMITED WARRANTY: CohuHD warrants that, at time of delivery, the equipment covered by these terms and conditions will be free from defects in materials and workmanship, provided the equipment or system is installed, operated and maintained in accordance with the Operation and Maintenance manual or such other CohuHD documentation as may be applicable, for any such defect reported to CohuHD as follows: CohuHD RISE 42xxHD series products for three years from date of shipment from CohuHD's factory. CohuHD 34xxHD series products for three years from date of shipment from CohuHD's factory. All other CohuHD manufactured products are warranted for two years from date of shipment from CohuHD factory. Resale items not manufactured by CohuHD are warranted as specified by the original manufacturer. IP67/IP68 enclosures include a lifetime warranty against moisture ingress. CohuHD will clean/repair and re-pressurize returned enclosures. CohuHD will take reasonable action to repair or replace such equipment. Any claim of defect shall be submitted promptly in writing to CohuHD, Attention: Customer Service Department. A Return Material Authorization (RMA) is required for all items returned to CohuHD for repair, and must be provided by CohuHD prior to delivery at the factory. No items will be accepted without an RMA. Information necessary to process an RMA include Buyer contact details, a full product identification (serial number, model number), and description of the claimed defect as well as an explanation of the circumstances and operational conditions and reading at the time of defect. Purchaser shall prepay transportation charges to CohuHD. CohuHD's total liability under this warranty program is limited to the repair or replacement of items purchased pursuant to these terms and conditions which are found to be defective in material and/or workmanship. CohuHD retains the option, in its sole discretion, to make such repair or replacement at Buyer's site, at the CohuHD factory, or via an authorized service center. CohuHD supplied subsystems from OEM manufacturers carry only their manufacturer's warranty, which is passed on to the Buyer. CohuHD will, at the request of the Buyer, assert warranty claims to the manufacturer of such devices, but by so doing does not assume any liability. This warranty shall be void in the event of damage caused by misuse; disassembly; unauthorized repairs; intentional damage; failure to maintain the product in accordance with CohuHD operating manuals; operation of the product beyond its specified operating environment; or damage caused by accidents, lightning, power surges, acts of God, or other natural disasters; or Buyer's failure to timely pay amounts due to CohuHD. Expendable items such as bulbs, fuses, etc., are excluded from coverage under this warranty program.

Buyer shall be responsible for all costs of returning claimed defective products to CohuHD, and CohuHD will be responsible for returning the repaired products or replacements. THIS CONSTITUTES THE SOLE WARRANTY MADE BY COHUHD EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COHUHD BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND BUYER'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING PRODUCTS. 5 - SHIPMENT: Unless expressly prohibited by Buyer, partial shipments shall be accepted. All shipments are made Ex-works (Incoterms 2010)- CohuHD factory unless expressly agreed upon otherwise. Costs of boxing and crating for domestic shipment are included in the quoted price or quoted as a separate line item. When special export or domestic packing is specified, a charge will be made to cover this extra expense. Special packing requirements and method of shipment must be stated in the purchase order. CohuHD takes reasonable care in packing for shipment and selection of carrier. CohuHD assumes no responsibility for delay, breakage, or damage after having made delivery in good order to the carrier. Insurance is the responsibility of the Buyer. Claims for damage are to be made by the Buyer on the carrier; CohuHD will assist in such claims, as requested by the Buyer. Charges & Freight quotations are available. 6 - U.S. TAXES: Unless specifically stated, the prices quoted are exclusive of any federal, state, municipal, or other government tax that may be imposed upon the production, storage, sale, transportation, or use of the products described herein. The Buyer shall pay such taxes applied directly to the sale and levied prior to shipment from CohuHD, or in lieu thereof the Buyer shall provide a tax exemption certificate acceptable to the taxing authorities. Unless a state issued tax exempt certificate is presented at the time of order placement, sales tax will be applied when shipping product to the following states: CA, NY, TX and, WA. Training is not taxable in any state. The U.S. Government is not taxable in any state. If taxable, Buyer shall include the appropriate amount and percentage on the Order for the Goods. 7 - DUTIES: All duties, import or export fees, customs fees, and brokerage charges are the responsibility of the Buyer. Pricing in CohuHD's quotation does not include these charges unless explicitly stated. 8 - RISK OF LOSS: Title to the goods shall pass to Buyer upon shipment from CohuHD's factory. Risk of loss of the goods shall pass to Buyer as soon as the goods are deposited with the carrier. It is specifically agreed that the risk of loss shall not be altered due to a default or breach of these terms and conditions by either party. 9 - ASSIGNMENT - DELEGATION: No right or interest in an accepted order shall be assigned by either Buyer or CohuHD without the written consent of the other party. No delegation or the performance of any obligation owed by either party shall be effective without the written consent of the other party. 10 - APPLICABLE LAW: The law which shall be applied hereto shall be the Uniform Commercial Code as adopted by the State of California, and as effective and in force on the date of acceptance of Buyer's order by CohuHD. 11 - EXPORT LAWS: The Goods may be subject to U.S. Government export laws and regulations. Buyer shall not export, re-export, or transfer the Goods or Confidential Information received from CohuHD without first obtaining the appropriate US Government approvals, if any. CohuHD will cooperate with Buyer to obtain any export licenses Buyer seeks, but obtaining such licensing shall be the exclusive responsibility of Buyer and CohuHD makes no representation or warranty regarding the issuance of export licenses for the Goods. 12 - CASUALTY TO IDENTIFIED GOODS: If the goods ordered by Buyer are destroyed for reasons beyond CohuHD's control prior to the time the risk of loss passes to Buyer, the date of delivery shall be adjusted to accommodate remanufacture of the affected goods. If the loss is partial, Buyer shall have the right to take delivery of that portion of the goods which conform to the contract. NOTES: Quote valid for 60 days unless otherwise noted.

Signed for CohuHD Costar, LLC by: Frank Sneed  
Frank Sneed, Sales Representative - Office: (817)467-3749 - e-mail: frank@techonesales.com

404-346-7000  
 404-349-9091 (fax)  
 atl.sales@mcmaster.com

Kapsch Trafficom U S A Inc  
 7701 Metropolis Dr Bldg 14  
 Austin TX 78744

Quote  
 16285

Date  
 8/14/20

Line	Product	Quantity	Available	Price	Total
1	8862T29 Galvanized Steel U-Bolt, 3/8"-16 Thread Size, 2-7/16" ID, packs of 1	100 packs	today	3.01 per pack	301.00
2	98970A131 Hot-Dipped Galvanized Steel Washer, USS, 3/8" Screw Size, 0.438" ID, 1" OD, packs of 100	2 packs	today	6.97 per pack	13.94
3	95160A220 Hot-Dipped Galvanized Steel Split Lock Washer for 3/8" Screw Size, 0.385" ID, 0.705" OD, packs of 100	2 packs	today	10.96 per pack	21.92
4	90371A031 Low-Strength Steel Hex Nut, Grade 2, Hot-Dipped Galvanized, 3/8"-16 Thread Size, packs of 100	4 packs	today	10.81 per pack	43.24
5	93190A546 Super-Corrosion-Resistant 316 Stainless Steel Hex Head Screw, 1/4"-20 Thread Size, 1-1/2" Long, Fully Threaded, packs of 10	20 packs	today	4.23 per pack	84.60
6	98970A129 Hot-Dipped Galvanized Steel Washer, USS, 1/4" Screw Size, 0.312" ID, 0.75" OD, packs of 100	2 packs	today	3.05 per pack	6.10
7	95160A210 Hot-Dipped Galvanized Steel Split Lock Washer for 1/4" Screw Size, 0.26" ID, 0.487" OD, packs of 100	2 packs	today	4.67 per pack	9.34
8	90371A029 Low-Strength Steel Hex Nut, Grade 2, Hot-Dipped Galvanized, 1/4"-20 Thread Size, packs of 100	4 packs	today	5.40 per pack	21.60
				Merchandise	\$501.74

Notes

Applicable shipping charges and tax will be added.

Prices good through 9/13/20.

**Your order is subject only to our terms and conditions, available at [www.mcmaster.com](http://www.mcmaster.com) or from our Sales Department.**



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

# **System Integration Agreement**

**CTRMA Toll Systems Integration**



**CTRMA WO#158 – 183A ZIC Upgrade**

October 16, 2020

**Change Request Description**

<b>Request ID</b>	CTRMA WO#158		
<b>Request Date</b>	10/16/2020		
<b>System Module</b>	183A ZICS Upgrade		
<b>Change Type</b>	Hardware/equipment		
<b>Description</b>			
183A ZIC Upgrade			
<b>Affected Project</b>			
<input checked="" type="checkbox"/> <b>183</b> <input type="checkbox"/> <b>290</b> <input type="checkbox"/> <b>Mopac</b> <input type="checkbox"/> <b>SH71</b> <input type="checkbox"/> <b>45SW</b> <input type="checkbox"/> <b>183S</b>			
<b>Affected Requirements</b>			
N/A			
<b>Affected System Processes:</b>			
183A Toll Systems			
<b>Description of the Solution</b>			
<p><b>Zone Controllers</b></p> <ul style="list-style-type: none"> <li>The Toll Zone Controller work scope is to upgrade the existing 183A toll locations to the most current Zone Controller Configuration, consistent with the Dell Power Edge 340 servers, the Idris rack, and the serial server. Confirming there are eleven (11) toll location sites, requiring a total of twenty-two (22) Toll Zone Controllers (TZC).</li> <li>Kapsch to develop and provide the Dell Zone Controllers that will interface with the existing lanes that are controlled by Adek Zone Controllers.</li> <li>Kapsch pricing includes two (2) spare Dell R340 server, Serial Hub, Idris Power Supply, Idris Detector Card and the interface cable.</li> </ul> <p><b>MOT/ Closure for Testing</b></p> <ul style="list-style-type: none"> <li>Double lane closures at night, per location and direction, for a total of 11 closures. MOT will be a pass-through expense (plus mark-up), and is not to exceed \$42,350.</li> </ul> <p><b>Key Notes and Assumptions:</b>  Testing for this change order includes testing similar to Commissioning Testing. Kapsch to provide a test plan for CTRMA's review and approval.</p> <p>Kapsch assumes all pricing is in U.S. Dollars, and pricing is detailed below</p> <p>Kapsch will provide a Project Schedule. Must be completed before June 2021</p> <p>Pricing valid for 60 days from Initial Submission.</p>			
<b>Impact</b>	<input checked="" type="checkbox"/> High	<input type="checkbox"/> Medium	<input type="checkbox"/> Low
<b>Total</b>	\$328,634.52 (not to exceed)		
<b>Quantity</b>	Outlined below.		



**System Integration**

**CTRMA WO#158 – 183A ZIC Upgrade**



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

	<b>Materials / Equipment</b>	Quantity	Price	10% Markup	Extended Price
1	Dell PowerEdge R340	24	\$82,111.44	\$8,211.14	\$90,322.58
2	Vehicle Detection / Classification Equipment	1	\$61,553.60	\$6,155.36	\$67,708.96
3	0	0	\$0.00	\$0.00	\$0.00
4	0	0	\$0.00	\$0.00	\$0.00
5	0	0	\$0.00	\$0.00	\$0.00
6	0	0	\$0.00	\$0.00	\$0.00
7	0	0	\$0.00	\$0.00	\$0.00
<b>Total Hardware</b>					<b>\$158,031.54</b>

	<b>Labor</b>	No. of Hours	Hr. Contract Rate	Total
1	Software Engineer	120.00	\$157.59	\$18,910.80
2	System/Hardware Engineer	320.00	\$172.52	\$55,206.40
3	Technician	120.00	\$120.90	\$14,508.00
4	Business Analyst	0.00	\$157.59	\$0.00
5	Database Administrator	0.00	\$224.14	\$0.00
6	Documentation Clerk	8.00	\$161.66	\$1,293.28
7	Testing Engineer	170.00	\$171.17	\$29,098.90
8	Network Engineer/Administrator	0.00	\$156.22	\$0.00
9	Project Manager	40.00	\$224.14	\$8,965.60
<b>Total Hours:</b>		<b>778.00</b>	<b>Total Labor:</b>	<b>\$127,982.98</b>

	<b>Subcontractor</b>	Quantity	Cost	10% Markup	Extended Price
	MOT For Testing	11	\$38,500.00	\$3,850.00	\$42,350.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
<b>Total Subcontractor</b>					<b>\$42,350.00</b>

	<b>ODCs / Travel</b>	Quantity	Cost	10% Markup	Extended Price
1	Air Fare	0	\$0.00	\$0.00	\$0.00
2	Mileage	0	\$0.00	\$0.00	\$0.00
3	Lodging	0	\$0.00	\$0.00	\$0.00
4	Per Diem	0	\$0.00	\$0.00	\$0.00
5	Car Rental	0	\$0.00	\$0.00	\$0.00
6	PM - Other/Misc.	0	\$0.00	\$0.00	\$0.00
7	Warr/Maint - Other/Misc.	0	\$0.00	\$0.00	\$0.00
<b>Total ODCs / Travel</b>					<b>\$0.00</b>

**TOTAL PRICE \$328,364.52**

<b>Client Acceptance:</b>	
Client name	
Date	
Signature	
<b>Kapsch Acceptance</b>	
Kapsch Name	
Date	
Signature	

**1 Reference Documents:**

183A ZIC Replacement Bid BOM.xlsx

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**2 Document Version History**

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Version	Created	Created by	Comments
1.0	04/27/2020	Lisa Gauger	Initial Submission
2.0	10/02/2020	Tim Duke	Pricing Update.
2.1	10/06/2020	Tim Duke	Update language for commissioning testing
2.2	10/09/2020	Lisa Gauger	Updated MOT description as not to exceed and updated language under "Key Notes and Assumptions:"
2.3	10/16/2020	Lisa Gauger	Updating doc naming details from CO to WO



ZC/ICS Server		MFR	UOM	HOST	ZONE	LakeLine NB	LakeLine SB	Brushy Creek NB	Brushy Creek SB	Park Street ML NB	Park Street ML SB	Scottsdale NB	Crystal Falls ML NB	Crystal Falls ML SB	CFP NB	CFP SB	Spare	GT	Quote	Unit Price	Line Price		
a	PowerEdge R340	Dell	ea			2	2	2	2	2	2	2	2	2	2	2	2	24		\$ 3,421.31	\$ 82,111.44		
b	3.5" Chassis with up to 4 Hot Plug Hard Drives	Dell	incl																				
c	Intel Xeon E-2144G 3.6GHz, 8M cache, 4C/8T, turbo (71W)	Dell	incl																				
d	Heatsink for 80W or less CPU	Dell	incl																				
e	2666MT/s UDIMMs	Dell	incl																				
f	Performance Optimized	Dell	incl																				
g	RAID 1	Dell	incl																				
h	PERC H730P Adapter RAID Controller, 2GB	Dell	incl																				
i	On-Board LOM	Dell	incl																				
j	iDRAC9 Enterprise	Dell	incl																				
k	DVD ROM, SATA, Internal for Hot Plug Chassis	Dell	incl																				
l	ReadyRails Sliding Rails With Cable Management Arm	Dell	incl																				
m	Standard Bezel	Dell	incl																				
n	Dell EMC Luggage Tag	Dell	incl																				
o	Performance BIOS Settings	Dell	incl																				
p	Dual Hot Plug Power Supplies 350W	Dell	incl																				
q	No Systems Documentation, No OpenManage DVD Kit	Dell	incl																				
r	No Operating System	Dell	incl																				
s	No Media Required	Dell	incl																				
t	UEFI BIOS Boot Mode with GPT Partition	Dell	incl																				
u	iDRAC Group Manager, Disabled	Dell	incl																				
v	iDRAC, Legacy Password	Dell	incl																				
w	PCIe Riser, 1x FH x8 PCIe Gen3 slot, 1x LP x4 PCIe Gen3 slot, R240/R340	Dell	incl																				
x	Standard Fan	Dell	incl																				
y	Dell Hardware Limited Warranty Plus On Site Service	Dell	incl																				
z	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 3 Years	Dell	incl																				
aa	ProSupport: 7x24 HW/SW Tech Support and Assistance, 3 Years	Dell	incl																				
ab	16GB 2666MT/s DDR4 ECC UDIMM	Dell	incl																				
ac	4TB 7.2K RPM NLSAS 12Gbps 512n 3.5in Hot-plug Hard Drive	Dell	incl																				
ad	C13 to C14 PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	Dell	incl																				
VEHICLE DETECTION / CLASSIFICATION																							
a	Detector Rack - 16 position (14 detector slots)(No Rack Adaptor Needed)	Northstar Controls	ea			1	1	0	0	1	1	1	1	1	1	1	1	10	Northstar 226	\$ 845.00	\$ 8,450.00		
d	Loop Detector, 4 Channel (up to 2k feet lead-in) - 3M AVC Enabled	Northstar Controls	ea			8	8	0	0	8	8	3	8	8	3	3	7	64	Northstar 226	\$ 305.00	\$ 19,520.00		
e	Power Supply for Northstar Rack (Modified for 240VAC)	Northstar Controls	ea			1	1	0	0	1	1	1	1	1	1	1	2	11	Northstar 226	\$ 125.00	\$ 1,375.00		
g	Port Expander - Serial Hub 8-Port - Panel Mount	DeviceMaster	ea			0	0	0	0	0	2	2			2	2	3	11	BG-Tech 216605	\$ 600.00	\$ 6,600.00		
h	Port Expander - Serial Hub 16 Port - 1U Rack Mount	DeviceMaster	ea			2	2	0	0	2	2	2	2	2	2	2	2	20	BG-Tech 216605	\$ 855.00	\$ 17,100.00		
i	1U Rack Mount Shelf for Device Master	DeviceMaster	ea			2	2	0	0	2	2	2	2	2	2	2		18	BG-Tech 216605	\$ 77.00	\$ 1,386.00		
	1U Rack Mount Shelf for AVI			99160-1			0	0	0	0	0	0	0	0	0	0	0		0			\$ -	
j	PCI - RS-232 Port Expander (8-Port Serial Card with DB9M Fanout Cable)	Comtrol	ea			2	2	0	0	2	2	2	2	2	2	2		18	BG-Tech 216605	\$ 374.00	\$ 6,732.00		
k	DB9 RS-232 "Y" Cable (DB9 Male to Dual DB9 Female, 8 inch)(28 AWG)	CableWholesale	ea			8	8	0	0	8	8	3	8	8	3	3	6	63	BG-Tech 216605	\$ 6.20	\$ 390.60		
																							\$ 61,553.60

**Northstar Controls, LLC**6167 Clark Center Ave  
Sarasota, FL 34238**QUOTATION**

Quote Number: 226

Quote Date: Sep 29, 2020

Page: 1

Voice: 941-926-2454

**Quoted To:**Kapsch TrafficCom Transportation - USA  
2855 Premier Pkwy Suite F  
Duluth, GA 30097  
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Kapsch 01	10/29/20	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
12.00	NR119 Rack	19 Inch Idris Rack	845.00	10,140.00
80.00	N 224I	N224-I - Quad Channel Rack Detector Idris Enabled	305.00	24,400.00
13.00	NPS-4 240/12V	NPS4S - 60W Power Supply Unit 240VAC	125.00	1,625.00
			Subtotal	36,165.00
			Freight	
			Sales Tax	
			<b>TOTAL</b>	<b>36,165.00</b>



2301 Denton Drive  
 Suite A  
 Austin, TX 78758  
 Phone - 512-336-2299  
 Fax - 512-336-3811  
 Email - alex@bg-technologies.com

# QUOTATION

Account # 001497  
 Quote # 216605  
 Date 09/30/20  
 Page 1

Kapsch TrafficCom USA, Inc  
 2855 Premiere Parkway  
 Suite F  
 Duluth, GA 30097

Terms Net 30 Days  
 Ship Via UPS Ground  
 FOB Shipping Point  
 Reference #  
 Contact Jojo

Salesperson Alex Giles

Ln #	Item # / Customer Item # Description	Mfg / DC	Ship Date Request Date	Quantity	Unit Price	Ext Price
1	99465-7 4860LI00950005 DEVICEMASTER,SERIAL HUB 8,DB9 : ROHS 1-2 weeks ARO	COMTRL		11	600.00000	6,600.00
2	99460-2 4860LI03461 Device Master Serial Hub 16-Port Ethernet device server	COMTRL		24	855.00000	20,520.00
3	99160-1 4860LI02967011 Control Rack Mount	COMTRL		22	77.00000	1,694.00
4	30128-8 PCI Express 8-Port serial card with DB9M fanout cable	COMTRL		22	374.00000	8,228.00
5	30D1-27208 DB9 Serial Y adapter DB9 Male to Dual DB9 Female, 8in 1-2 weeks ARO	GEN		79	6.20000	489.80

Subtotal: 37,531.80  
 Order Total: 37,531.80

**QUOTE VALID FOR 30 DAY(S)**

\_\_\_\_\_  
 Authorized Signature



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

# **System Integration Agreement**

**CTRMA Toll Systems Integration**



**CTRMA WO-160, TIM Center UPS Replacement**

October 16, 2020

**Change Request Description**

<b>Request ID</b>	CTRMA-WO-160
<b>Request Date</b>	10/16/2020
<b>System Module</b>	TIM Center UPS Replacement
<b>Change Type</b>	Hardware & Software

**Description**

Replace the UPS at the TIM Center

**Affected Project**

- 183
- 290
- Mopac
- SH71
- 45SW
- 183S

**Affected Requirements**

N/A

**Affected System Processes:**

All Processes toll systems

**Description of the Solution**



Upgrade the UPS at the TIM Center

1 – UPS Turnkey Installation:

- Provide new conduit and conductors to extend existing 480 volt 150 Amp circuit as necessary
- Separate UPS and battery cabinet from existing bypass cabinet for removal
- Dispose Existing UPS
- Relocate spare fuse box as required
- Receive New UPS at offsite location
- Transport new UPS to site
- Remove existing UPS, bypass and battery cabinet
- Install new UPS on existing concrete slab
- Intercept and extend existing feed from UPS to low voltage panel
- Provide new conduit and conductors to extend existing 208 volt 225 Amp circuit as necessary
- Provide permitting as required
- Plan review excluded
- UPS to be received and moved by 3<sup>rd</sup> party and will include provisions to install UPS through double doors and traverse grass area
- Approximately 3 Day Total outage for demo, installation, wire, startup new UPS
- Uncrating of Packing Material Included
- Lugs Included

2 – Load Bank Testing

- 100kVA Load Bank
- 50 FT Load Bank Cable with lugs

	<b>System Integration</b>	 <small>CENTRAL TEXAS REGIONAL</small> <b>MOBILITY AUTHORITY</b>
	<b>WO-CTRMA-160 TIM Center UPS Replacement</b>	

<ul style="list-style-type: none"> <li>• UPS Field Technician for UPS Operation during test</li> <li>• IR Scanning with report</li> <li>• 2 Hour Burn In, Step Loads, 100% Load Battery Discharge Test with report</li> </ul>	
<u>3 – Extended Warranty Service Contract</u>	
<ul style="list-style-type: none"> <li>• 5 Years total coverage(UPS Only)</li> <li>• Includes Parts, Labor and Travel for repairs</li> <li>• Annual UPS Preventative Maintenance(Years 2-5)</li> <li>• Semi-Annual Battery Maintenance(Years 2-5)</li> </ul>	
<b>Impact</b>	<input checked="" type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low
<b>Total</b>	<b>\$118,339.65</b>
<b>Quantity</b>	<b>Pricing good for 60 Days</b>
<b>Quantity</b>	1



**System Integration**

**WO-CTRMA-160 TIM Center UPS Replacement**



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

	Materials / Equipment	Quantity	Price	10% Markup	Extended Price
1	UPS Replacement	1	\$107,581.50	\$10,758.15	\$118,339.65
2	0	0	\$0.00	\$0.00	\$0.00
3	0	0	\$0.00	\$0.00	\$0.00
4	0	0	\$0.00	\$0.00	\$0.00
5	0	0	\$0.00	\$0.00	\$0.00
6	0	0	\$0.00	\$0.00	\$0.00
7	0	0	\$0.00	\$0.00	\$0.00

**Total Hardware      \$118,339.65**

	Labor	No. of Hours	Hr. Contract Rate	Total
1	Software Engineer	0.00	\$157.59	\$0.00
2	System/Hardware Engineer	0.00	\$172.52	\$0.00
3	Technician	0.00	\$120.90	\$0.00
4	Business Analyst	0.00	\$157.59	\$0.00
5	Database Administrator	0.00	\$224.14	\$0.00
6	Documentation Clerk	0.00	\$161.66	\$0.00
7	Testing Engineer	0.00	\$171.17	\$0.00
8	Network Engineer/Administrator	0.00	\$156.22	\$0.00
9	Project Manager	0.00	\$224.14	\$0.00

**Total Hours:      0.00      Total Labor:      \$0.00**

	Subcontractor	Quantity	Cost	10% Markup	Extended Price
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00

**Total Subcontractor      \$0.00**

	ODCs / Travel	Quantity	Cost	10% Markup	Extended Price
1	Air Fare	0	\$0.00	\$0.00	\$0.00
2	Mileage	0	\$0.00	\$0.00	\$0.00
3	Lodging	0	\$0.00	\$0.00	\$0.00
4	Per Diem	0	\$0.00	\$0.00	\$0.00
5	Car Rental	0	\$0.00	\$0.00	\$0.00
6	PM - Other/Misc.	0	\$0.00	\$0.00	\$0.00
7	Warr/Maint - Other/Misc.	0	\$0.00	\$0.00	\$0.00

**Total ODCs / Travel      \$0.00**

**TOTAL PRICE      \$118,339.65**

<b>Client Acceptance:</b>	
Client name	
Date	
Signature	
<b>Kapsch Acceptance</b>	
Kapsch Name	
Date	
Signature	

**1 Reference Documents:**

n/a.

**2 Document Version History**

Version	Created	Created by	Comments
1.0	05/07/2020	Timothy Duke	Initial Submission
2.0	09/09/2020	Timothy Duke	Updated Pricing
2.1	10/02/2020	Timothy Duke	Updated to TIM Center
2.2	10/06/2020	Timothy Duke	Updated description
2.3	10/16/2020	Lisa Gauger	Updated doc naming details from CO to WO



APC/Schneider Electric - Manufacturer of Critical Power and Cooling Systems specializing in:

- UPS Systems 400VA to 4.0MW
- Power Distribution
- Cooling Solutions – Perimeter and InRow Designs
- Monitoring and Management Solutions
- Rack Systems and Accessories
- Components or Turnkey Designs

Project Name	Kapsch TrafficCom	Project ID #	N/A
Proposal Date	09/08/2020	Prepared By	Conner Fisher
UPS System Proposed	Schneider Electric Galaxy VS	Expiry Date	10/31/2020



### Galaxy VS System Overview:

- **Highly efficient EConversion mode**
- **Flexible battery solutions**
- **Large color touch screen display**
- **Industry-leading footprint**
- **Full front access**
- **Compact footprint**
- **Back-to-the-wall installation**
- **Operates at 40 C without derating**
- **Low audible noise levels**
- **Replaceable dust filter for harsh environments**
- **Configurable input/output relays**



### Integration

- Schneider Electric StruxureWare™ software applications and suites
- Electrical network earthing systems
- Facilities infrastructure
- Seismic certified
- Monitoring systems — BMS, Modbus, etc.

### Energy and cost savings

- High efficiency double conversion mode
- ECO mode
- ECOnterconversion mode

### Energy storage flexibility

- Traditional (VRLA) and modular battery offer
- Short and long backup times
  - Selectable charging modes

### Ease of installation

- System designed for ease of cabling in confined installation spaces
- Single cabinet top and bottom cable entry
  - Integrated casters for ease of mobility on UPS and modular battery cabinets
- Casters allow UPS configurations to be moved easily and installed up against the wall
- Separate cabinet for input and output cabling ensures quick and easy installation
- Top and bottom entry standard provides great flexibility to the installer

### Monitoring

- Touch screen color display
- Integrated network management capability for easy access to the network
- Modbus & Network SNMP capability
  - Customizable dry contacts and relays

### Double conversion mode

- Up to 96.5% efficiency in double conversion online mode even at low load levels
- Less energy losses = cost savings
- Less heat dissipation = lower cooling costs

### ECOnterconversion mode

- Ultra high efficiency up to 99%
- Keeps excellent load protection
- Continuously charged batteries
- Compliant with IEC 62040-3 class 1 output definition of UPS standard

### ECO mode

- Up to 99% efficiency
- Compliant with IEC 62040-3 class 3 output definition of UPS standard • Harmonics and input power factor correction

### Energy storage option quoted:

- Lithium-Ion Battery Storage

### Startup and 1 year Service

Limited supervision of Schneider Electric equipment installation, Full start-up and standard testing by a Schneider Electric Field Service engineer. Start-up services include facility inspection, system test and complete paperwork inspection including customer satisfaction card. Start-up serviced is based on work performed at the convenience of the customer.

Includes basic operational training, maintenance bypass procedure, basics of SE equipment, component location identification, and alarm conditions or as specified in base bid.

The start-up will initialize the full parts and labor warranty, which includes 12 months of remedial service: parts, labor and expenses on a 5x8 Normal Business Hours basis or as specified in base bid.



**Warranty:**

- UPS - One full year warranty after equipment start-up or 18 months after shipment of UPS
  - Provides all parts, labor, travel and any freight cost to get parts to the job-site.
  - Next Business Day Response
- Batteries – Three year full warranty + 7 year pro-rated warranty

**Bill of Materials:**

Quantity		
1	UPS SYSTEM	80KVA / 80KW UPS
	Input	480 VAC 3 wire + ground, 60Hz
	Output	208 VAC 3 wire + neutral + ground, 60Hz
	Dimensions	20.5"W x 33.5"D x 58.5"H per system 6" Rear Clearance required for Airflow
1	Lithium-Ion Battery Cabinet	Adjacent – Line Up and Match 22 Minutes at Full Load of 80kW
	Dimensions	25.6" W x 23.6" D x 80.9" H
1	External Maintenance Bypass	Included – Line Up and Match
	Dimensions	23.75"W x 33"D x 58.5"H
1	Accessories	SNMP Communications Card
1	Services	5x8 Startup

<b>Base Bid</b>	<b>\$56,328.00</b>
Freight Estimate	Prepay and ADD – Estimated \$2,000
Proposals are valid for 30 days	Subject to approved submittals

**OPTIONS:**

1 – UPS Turnkey Installation: \$27,160.00

- Provide new conduit and conductors to extend existing 480 volt 150 Amp circuit as necessary
- Separate UPS and battery cabinet from existing bypass cabinet for removal
- Dispose Existing UPS
- Relocate spare fuse box as required
- Receive New UPS at offsite location
- Transport new UPS to site
- Remove existing UPS, bypass and battery cabinet
- Install new UPS on existing concrete slab
- Intercept and extend existing feed from UPS to low voltage panel
- Provide new conduit and conductors to extend existing 208 volt 225 Amp circuit as necessary
- Provide permitting as required
- Plan review excluded



- UPS to be received and moved by 3<sup>rd</sup> party and will include provisions to install UPS through double doors and traverse grass area
- Approximately 3 Day Total outage for demo, installation, wire, startup new UPS
- Uncrating of Packing Material Included
- Lugs Included

2 – Load Bank Testing \$6,285.00

- 100kVA Load Bank
- 50 FT Load Bank Cable with lugs
- UPS Field Technician for UPS Operation during test
- IR Scanning with report
- 2 Hour Burn In, Step Loads, 100% Load Battery Discharge Test with report

3 – Extended Warranty Service Contract \$15,808.50

- 5 Years total coverage(UPS Only)
- Includes Parts, Labor and Travel for repairs
- Annual UPS Preventative Maintenance(Years 2-5)
- Semi-Annual Battery Maintenance(Years 2-5)

<b>Project Grand Total:</b>	<b>\$107,581.50</b>
<b>Freight:</b>	<b>Included!</b>

**Item's NOT included in our BASE BID quotation:**

1. Movement of equipment from customers dock location to placement of equipment
2. Any room modifications
3. Installation of quoted equipment
4. Any cables, control cables or communication cables
5. Installation of seismic zone 4 – anchor kits or bolt hardware.
6. Uncrating and disposal of crating material from customers job site.
7. Any cable lugs to connect input to UPS, MBS or output to gear.
8. Load Bank cable hook up or run of cables if applicable
9. Load Bank Rental, load bank testing or commissioning unless noted in quotation
10. Factory Witness Testing and Travel beyond factory test report unless noted in quotation
11. Extended Training beyond operator training unless noted in quotation
12. State or Local Taxes

**Exclusions/Clarifications:**

**Freight Estimate Details:**

- Prepaid & Add – FOB, Factory – Dock to Dock
- Dock to Dock
- Includes freight shipped via Air Ride Padded Van
- Unloading and equipment move-in by others.
- Requires load dock for delivery or lift gate as required.



**Estimated Leadtime of the Solution:**

6-7 Weeks ARO

Provided By:



*Conner T. Fisher*

www.swmco.com

Mobile: 512-809-4275

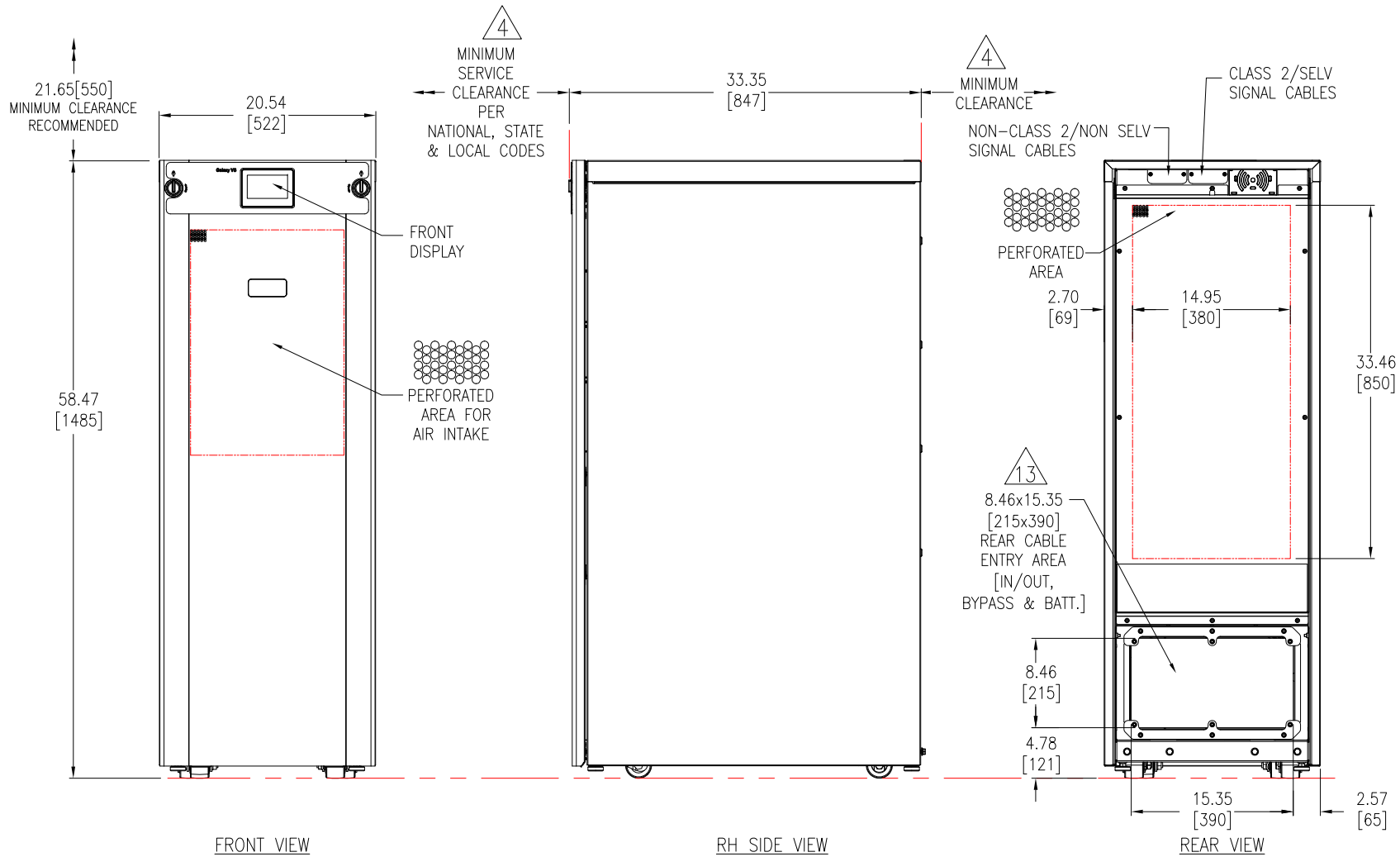
Email : [conner@swmco.com](mailto:conner@swmco.com)

# **Galaxy VS UPS SYSTEM**

80 kW

480V Input - 208V Output

Lithium-Ion Battery Solution



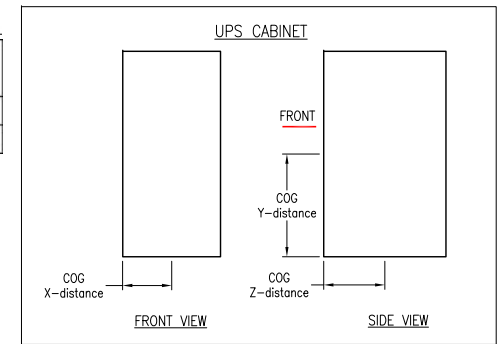
**NOTES:**

1. INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES.
2. REFER TO PRODUCT DOCUMENTATION FOR ADDITIONAL DETAILS PRIOR TO INSTALLATION AND SITE PREPARATION WORK.
3. ALL DIMENSIONS ARE IN INCHES [MILLIMETERS].
- △4. FRONT ACCESS REQUIRED FOR SERVICE.  
 MINIMUM REQUIRED FRONT CLEARANCE IS 38.58[980]. REAR CLEARANCE REQUIRED IS 5.91[150].
5. ALL DIMENSIONS EXCLUDES SCREW PROJECTIONS OUTSIDE THE ENCLOSURE.
6. CABLE ENTRY IS FROM BOTTOM OR REAR OF THE UNIT.
7. REFER TO TABLE FOR THE WEIGHT OF THE UNIT.
8. OPERATING TEMPERATURE: 32°F TO 104°F [0°C TO 40°C].
9. PROTECTION CLASS: IP20 (IP32 OPTIONAL).
10. COLOR: RAL 9003 WHITE.
- △11. THIS INFORMATION PROVIDES APPROXIMATE CENTER OF GRAVITY CALCULATION.
12. DOOR IS BOTTOM HINGED WITH HOOKS. CAN BE COMPLETELY REMOVABLE.
- △13. DRILL/PUNCH HOLES IN PLATE. REMOVE PLATE FROM CABINET BEFORE DRILLING/PUNCHING.
14. MAINTENANCE BYPASS UNIT SHOULD BE MOUNTED ONLY ON RIGHT SIDE OF UPS CABINET. FOR INSTALLATION PROCEDURE REFER TO THE INSTALLATION MANUAL.



**CENTER OF GRAVITY AND WEIGHT DETAILS**

RATING	Center of Gravity in Inches [mm]			Weight lbs [kg]
	X-Distance	Y-Distance	Z-Distance	
20-50kW	10.2 [260]	32.50 [825]	15.9 [405]	463 [210]
60-100kW	10.2 [260]	35.0 [888]	15.8 [401]	551 [250]

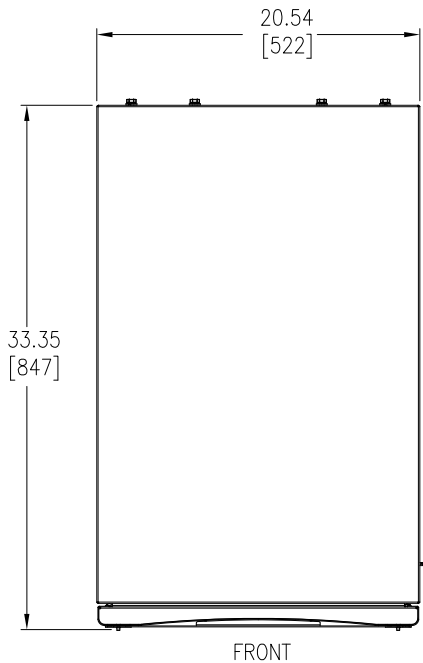


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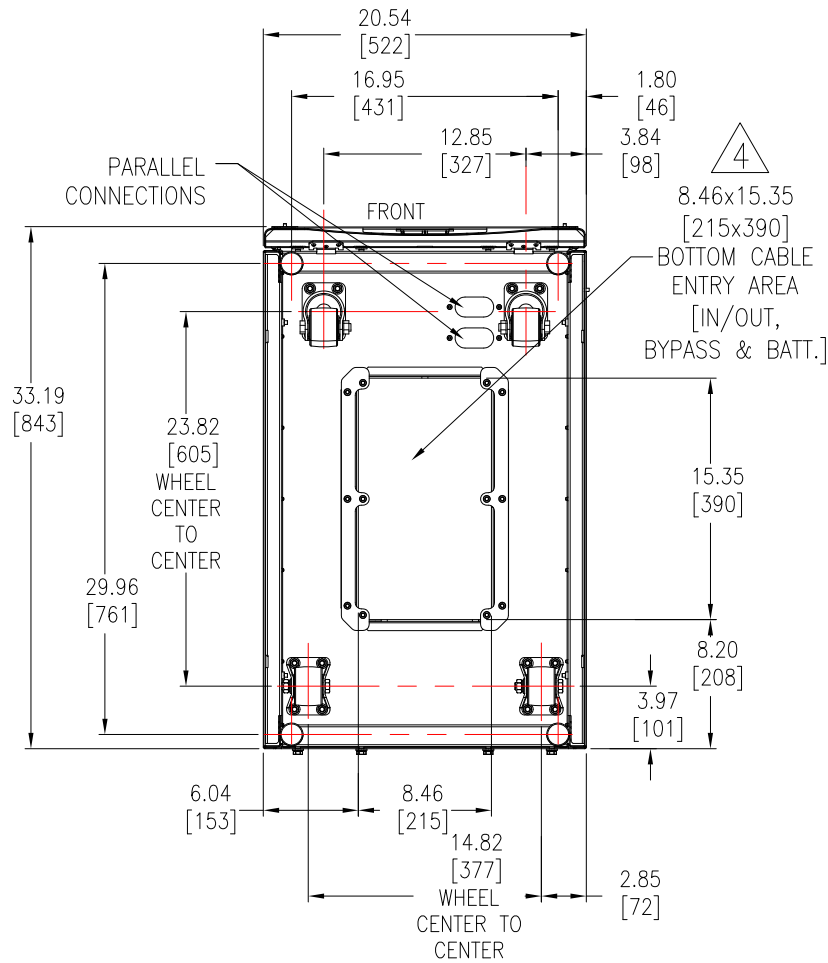


**TITLE:** Galaxy VS  
 UPS 20-100kW  
 Input: 480V, 3PH, 60Hz  
 Output: 480V, 3PH OR 3PH+N, 60Hz  
 GENERAL ARRANGEMENT

<b>DWG NO:</b> GVSUPS20K100GS	<b>REV.</b> 0
<b>DRAWN BY:</b> K.NAGENDRA	07-JAN-19
<b>ENGINEER:</b> H NICOLAISEN/P BONDE	07-JAN-19
<b>APPROVED BY:</b> HENRIK NICOLAISEN	07-JAN-19
<b>PROJECT:</b> SUBMITTAL DRAWINGS	<b>SHEET</b> 1 OF 4
<b>APPROVED BY:</b> HENRIK NICOLAISEN	07-JAN-19
<b>PROJECT:</b> SUBMITTAL DRAWINGS	<b>SHEET</b> 1 OF 4

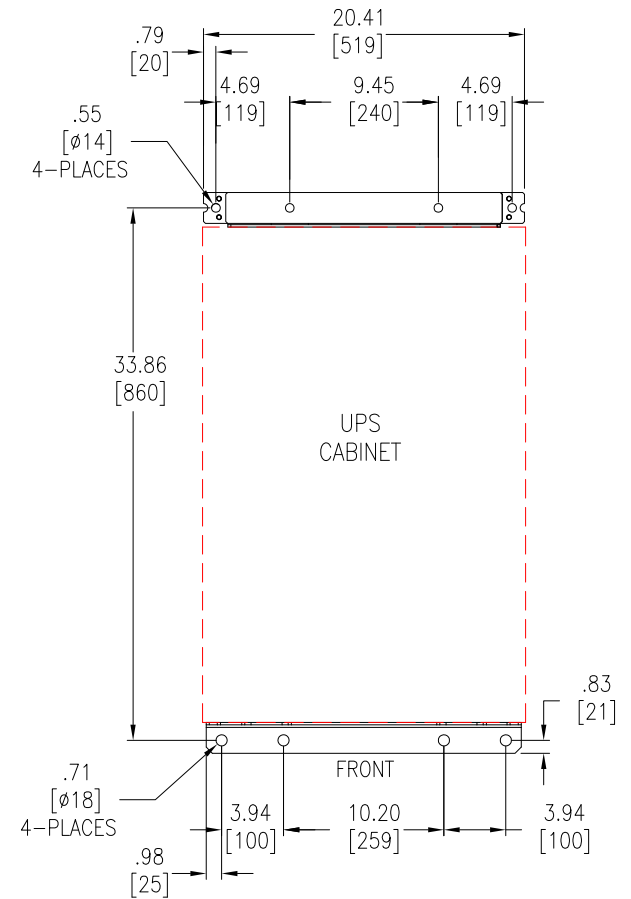


TOP VIEW



BOTTOM VIEW

5 OPTIONAL SEISMIC KIT (GVSOPT002)



ANCHORING DETAILS (BOTTOM VIEW-LOOKING FROM TOP)

- NOTES:
1. INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES.
  2. REFER TO PRODUCT DOCUMENTATION FOR ADDITIONAL DETAILS PRIOR TO INSTALLATION AND SITE PREPARATION WORK.
  3. ALL DIMENSIONS ARE IN INCHES [MILLIMETERS].
  - △ 4. DRILL/PUNCH HOLES IN PLATE. REMOVE PLATE FROM CABINET BEFORE DRILLING/PUNCHING.
  - △ 5. FIXATION OF ANCHORING BRACKETS IS OPTIONAL IN NON-SEISMIC LOCATIONS.

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TITLE: Galaxy VS  
UPS 20-100kW  
Input: 480V, 3PH, 60Hz  
Output: 480V, 3PH OR 3PH+N, 60Hz  
TOP-BOTTOM VIEWS & ANCHORING

DWG NO: GVSUPS20K100GS REV. 0

DRAWN BY: K.NAGENDRA 07-JAN-19 FIRST

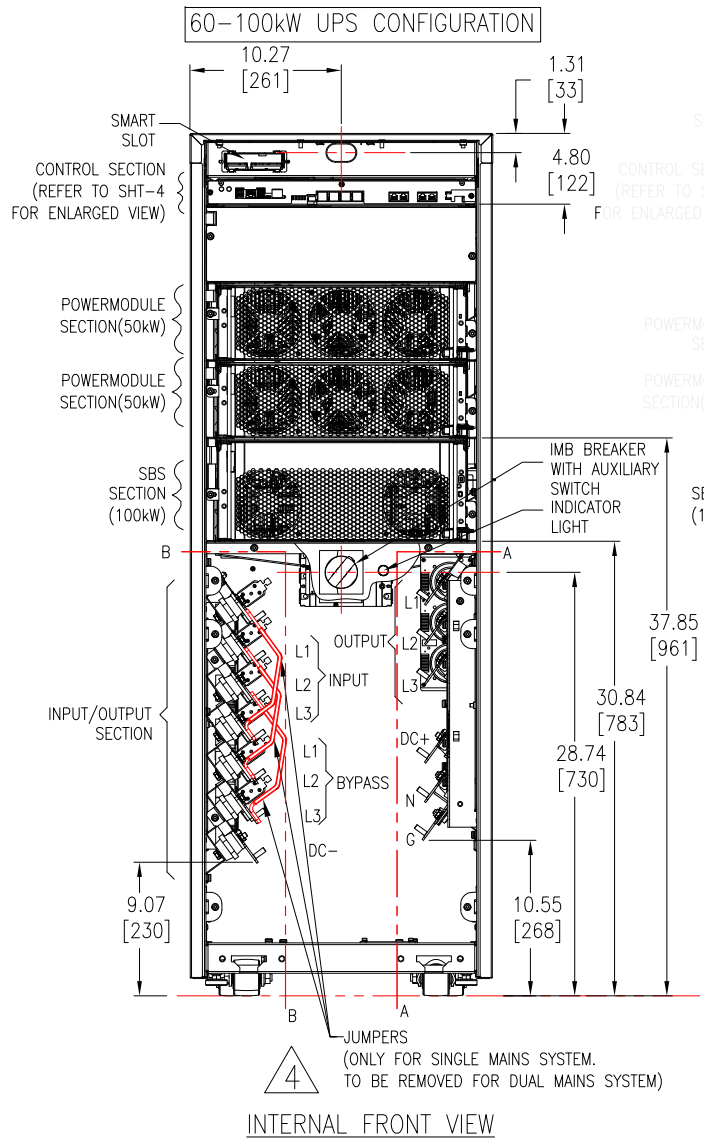
ENGINEER: H.NICOLAISEN/P.BONDE 07-JAN-19 ANGLE

PROJECT: SUBMITTAL DRAWINGS SHEET 2 OF 4

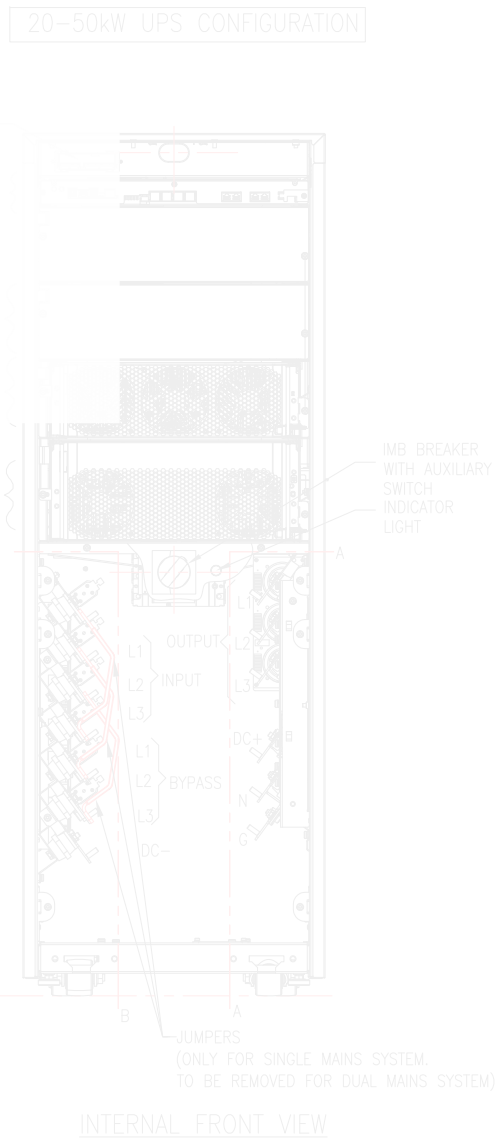
APPROVED BY: HENRIK NICOLAISEN 07-JAN-19

PROJECTION

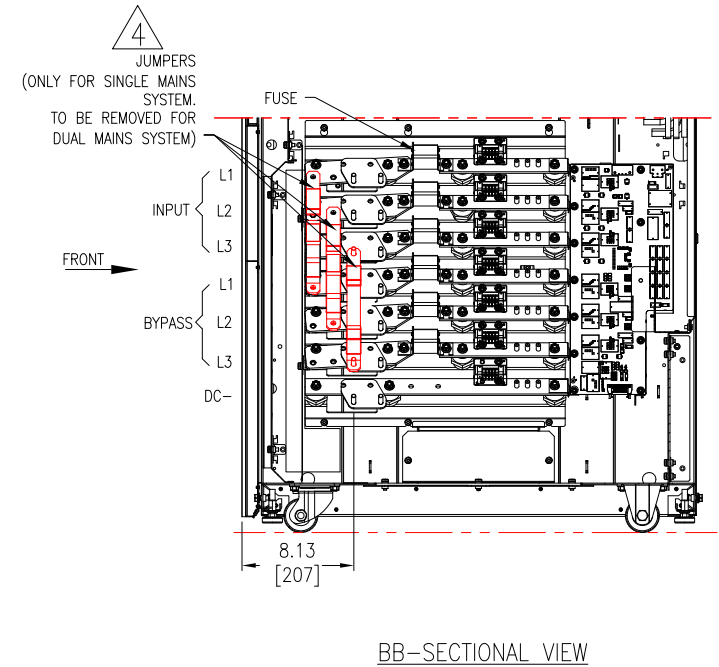




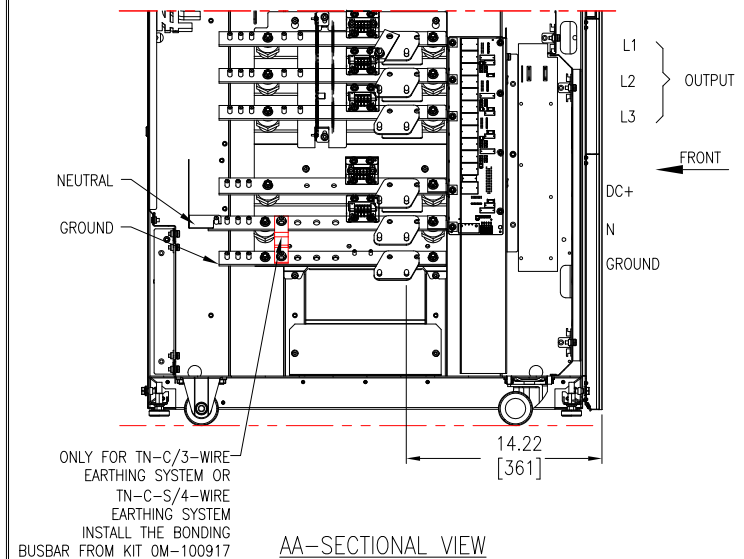
INTERNAL FRONT VIEW



INTERNAL FRONT VIEW



BB-SECTIONAL VIEW



AA-SECTIONAL VIEW

NOTES:

1. INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES.
2. REFER TO PRODUCT DOCUMENTATION FOR ADDITIONAL DETAILS PRIOR TO INSTALLATION AND SITE PREPARATION WORK.
3. ALL DIMENSIONS ARE IN INCHES [MILLIMETERS].
- △4. BUSBAR LINKS ARE APPLICABLE FOR SINGLE MAINS SYSTEM ONLY. (REMOVE FOR DUAL MAINS)
5. SOME STRUCTURAL DETAILS HAVE BEEN OMITTED FOR THE PURPOSE OF CLARITY.
6. ALL TERMINALS SHOWN WITH NEMA KIT GVSOPT005 MOUNTED.

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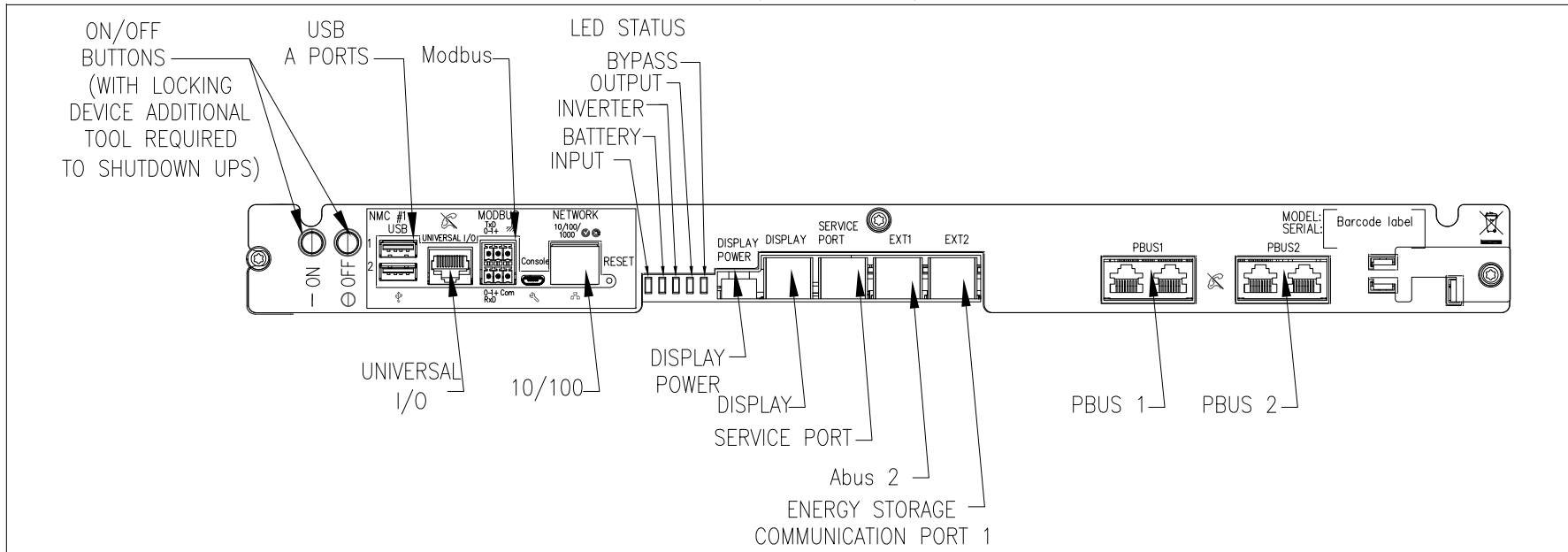
**Schneider Electric**

TITLE: Galaxy VS  
UPS 20-100kW  
Input: 480V, 3PH, 60Hz  
Output: 480V, 3PH OR 3PH+N, 60Hz  
INTERNAL VIEWS-1

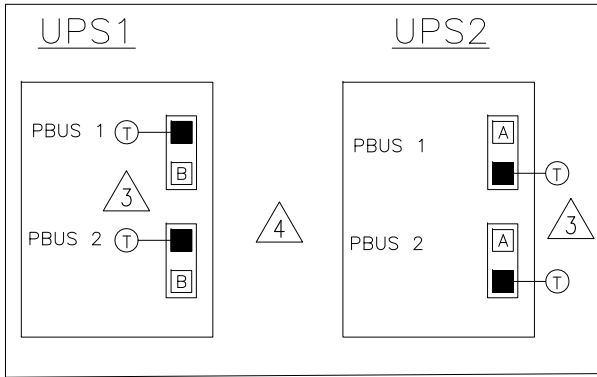
DWG NO:	GVSUPS20K100GS	REV.	0
DRAWN BY:	K.NAGENDRA	07-JAN-19	FIRST ANGLE
ENGINEER:	H NICOLAISEN/P BONDE	07-JAN-19	PROJECTION
APPROVED BY:	HENRIK NICOLAISEN	07-JAN-19	

PROJECT: SUBMITTAL DRAWINGS SHEET 3 OF 4

**CONTROL SECTION DETAILS  
(ENLARGED VIEW)**



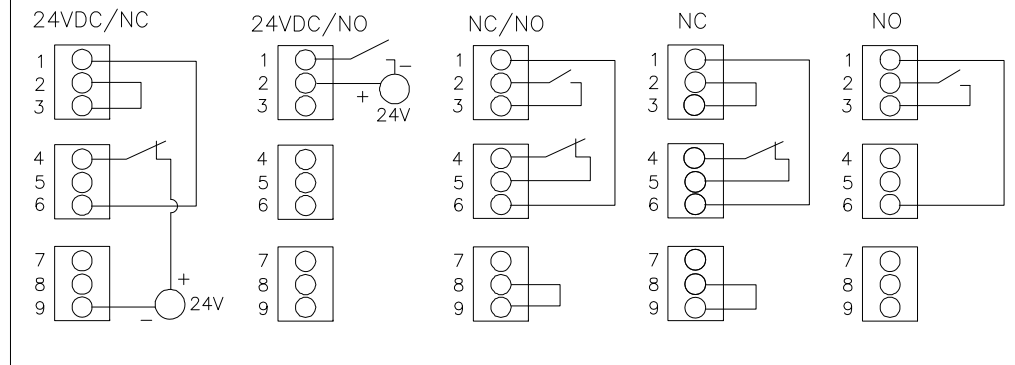
**PBUS CONNECTIONS (GVSOPT006)**



**EMERGENCY POWER OFF (EPO)  
CONFIGURATIONS (IN UPS)**



(J6600 ON 640-4864)  
(CONNECT CLASS-2/SELV SIGNAL CABLES FROM THE  
BUILDING EPO TO J6600)



- NOTES:**
1. INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES.
  2. REFER TO PRODUCT DOCUMENTATION FOR ADDITIONAL DETAILS PRIOR TO INSTALLATION AND SITE PREPARATION WORK.
  3. TERMINATORS MUST BE INSTALLED & POSITIONED AS ADDRESSED IN INSTALLATION MANUAL.
  4. OPTIONAL CAT5 PBUS CABLES 82 FEET [25 METERS](SKU# GVSOPT006) SHALL BE INSTALLED IN SEPARATE CONDUITS.
  5. DO NOT CONNECT ANY CIRCUIT TO THE EPO TERMINAL BLOCK UNLESS IT CAN BE CONFIRMED THAT THE CIRCUIT IS CLASS 2/SELV. ALL CIRCUITS CONNECTED MUST HAVE THE SAME OV REFERENCE.

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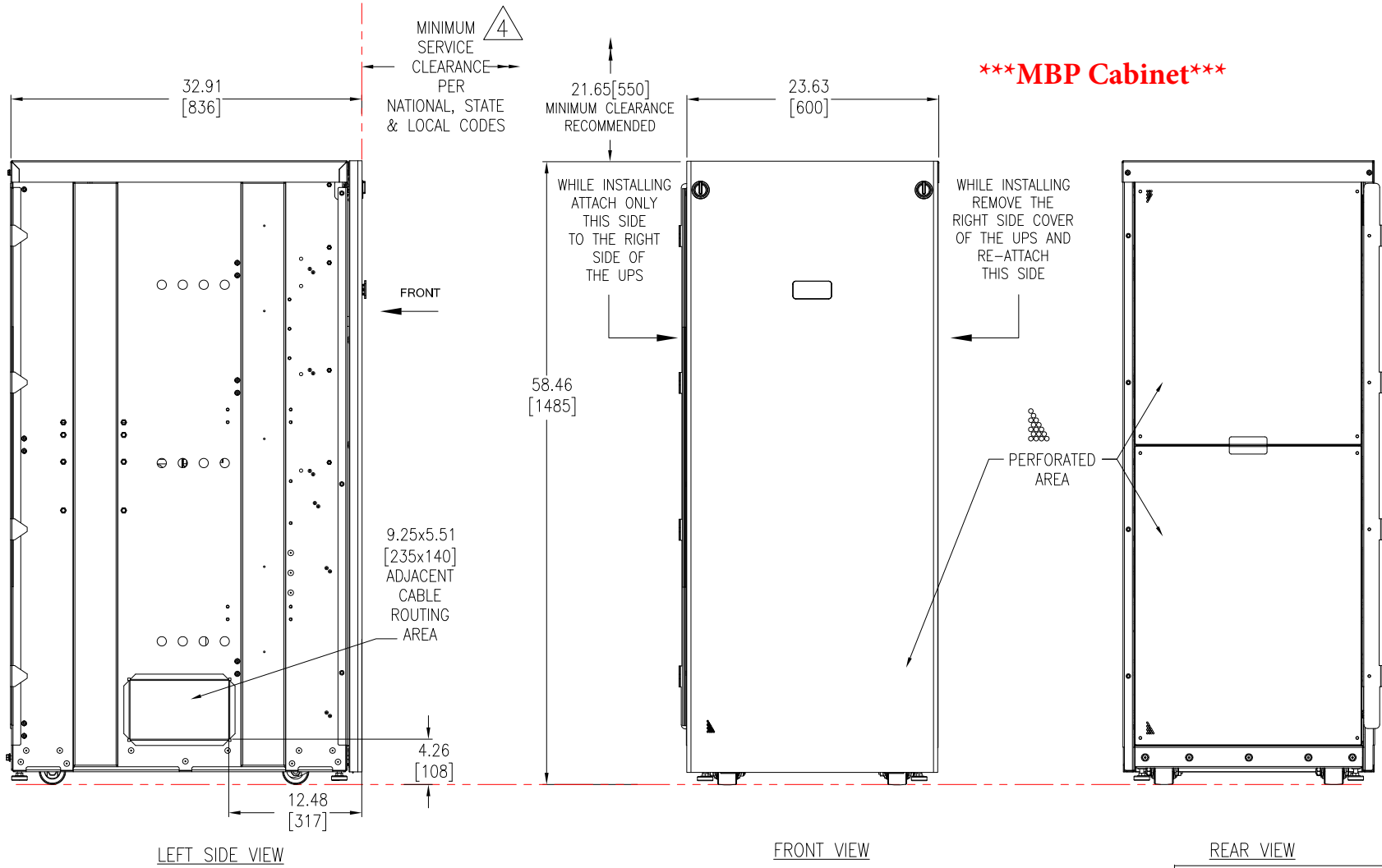


**TITLE:** Galaxy VS  
UPS 20-100kW  
Input: 480V, 3PH, 60Hz  
Output: 480V, 3PH OR 3PH+N, 60Hz  
CONNECTIONS & CONTROL PANEL DETAILS

<b>DWG NO:</b> GVSUPS20K100GS	<b>REV.</b> 0
<b>DRAWN BY:</b> K.NAGENDRA	07-JAN-19
<b>ENGINEER:</b> H.NICOLAISEN/P.BONDE	07-JAN-19
<b>APPROVED BY:</b> HENRIK NICOLAISEN	07-JAN-19
<b>PROJECT:</b> SUBMITTAL DRAWINGS	<b>SHEET:</b> 4 OF 4
<b>PROJECTION:</b>	FIRST ANGLE

# Maintenance Bypass Cabinet

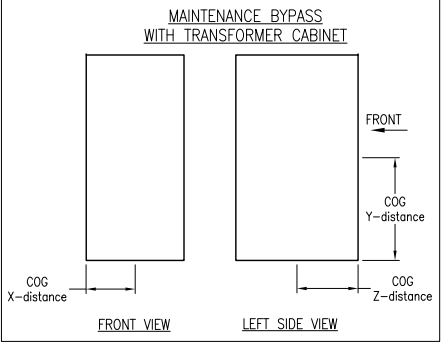
**\*\*\*MBP Cabinet\*\*\***



- NOTES:**
1. INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES.
  2. REFER TO PRODUCT DOCUMENTATION FOR ADDITIONAL DETAILS PRIOR TO INSTALLATION AND SITE PREPARATION WORK.
  3. ALL DIMENSIONS ARE IN INCHES [MILLIMETERS].
  4. FRONT ACCESS REQUIRED FOR SERVICE.  
MINIMUM REQUIRED FRONT CLEARANCE IS 36.0[914.4]. REAR CLEARANCE REQUIRED FOR VENTILATION IS 5.91[150].
  5. ALL DIMENSIONS ARE TO THE OUTSIDE EDGE OF THE CABINET, EXCLUDING LATCHES AND HARDWARE.
  6. CABLE ENTRY IS FROM TOP OR BOTTOM OF THE UNIT.
  7. POWER CABLES SHALL BE IN SEPARATE CONDUITS FROM CONTROL AND COMMUNICATION CABLES.
  8. OPERATING TEMPERATURE: 32°F TO 104°F [0°C TO 40°C].
  9. PROTECTION CLASS: IP20.
  10. COLOR: RAL 9003, GLOSS LEVEL 85%.
  11. THE TABLE PROVIDES WEIGHT AND CENTER OF GRAVITY DATA.
  12. WHILE INSTALLING WITH UPS, REMOVE RIGHT SIDE COVER OF THE UPS UNIT AND ATTACH THE MBP WITH TRANSFORMER UNIT TO THE RIGHT SIDE OF THE UPS UNIT. RE-ATTACH RIGHT SIDE COVER OF THE UPS TO THE RIGHT SIDE OF THE MBP WITH TRANSFORMER UNIT.

⚠

WEIGHT AND CENTER OF GRAVITY DETAILS						
SKU	RATING kW	WEIGHT lbs (kg)	Center of Gravity inches [mm]			
			X-Distance	Y-Distance	Z-Distance	
GVSBPOT50	20-50	1166 [530]	11.7 [298]	19.4 [492]	18.4 [468]	
GVSBPOT100	60-100	1419 [645]	11.7 [298]	19.7 [501]	18.5 [470]	

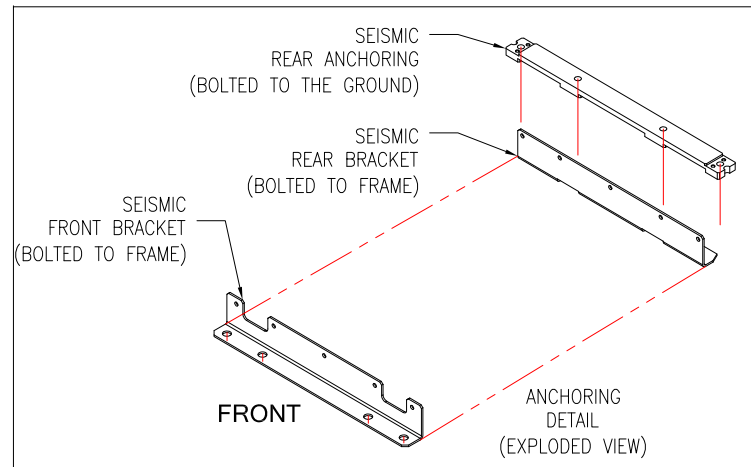
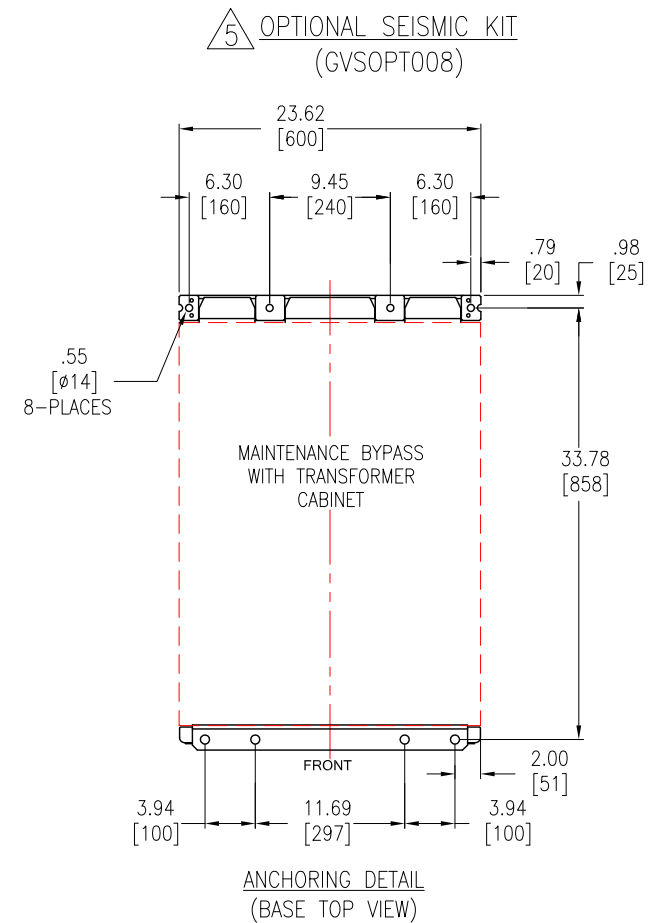
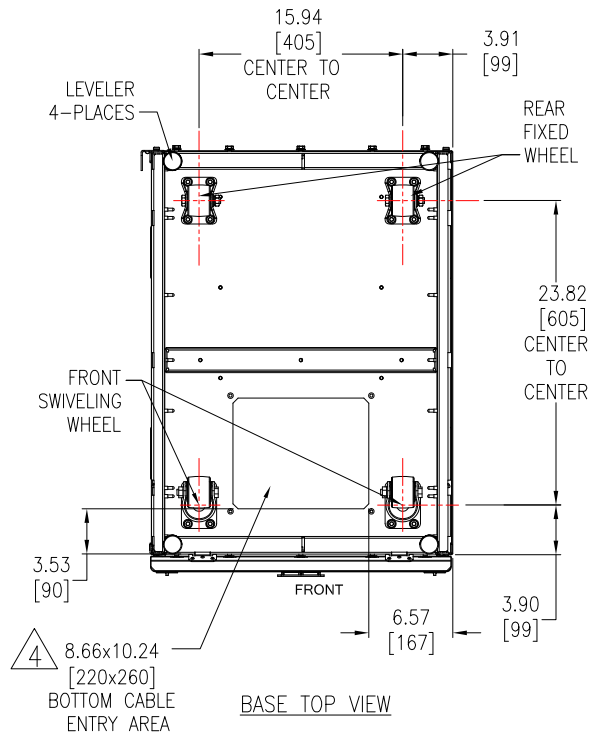
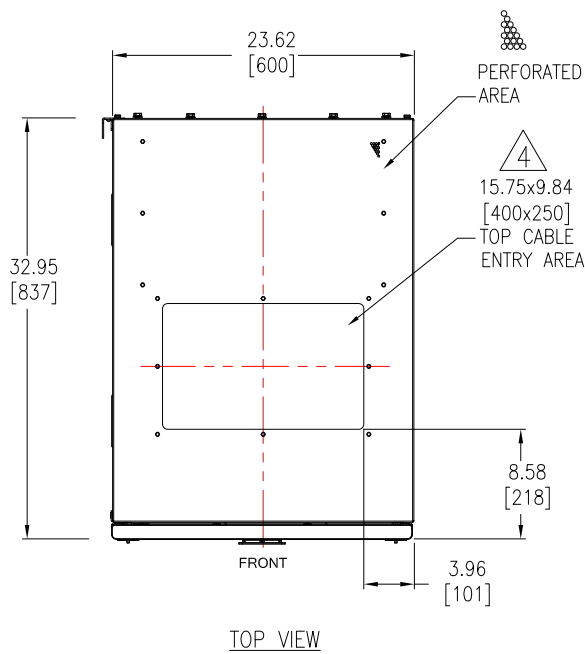


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**TITLE:** Galaxy VS MBP WITH OUTPUT TRANSFORMER-50kW/100kW  
 Input: 480V, 3PH, 60Hz  
 Output: 208V, 3PH+N, 60Hz  
 GENERAL ARRANGEMENT

<b>DWG NO:</b>	GVSBPOT50K100		<b>REV.</b>	2
<b>DRAWN BY:</b>	K.NAGENDRA	01-FEB-19	<b>FIRST</b>	
<b>ENGINEER:</b>	L GO/P JANSEN	01-FEB-19	<b>ANGLE</b>	
<b>APPROVED BY:</b>	IRENE KENNEDY	01-FEB-19	<b>PROJECTION</b>	



- NOTES:**
1. INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES.
  2. REFER TO PRODUCT DOCUMENTATION FOR ADDITIONAL DETAILS PRIOR TO INSTALLATION AND SITE PREPARATION WORK.
  3. ALL DIMENSIONS ARE IN INCHES [MILLIMETERS].
  - △ 4. DRILL/PUNCH HOLES IN PLATE. REMOVE PLATE FROM CABINET BEFORE DRILLING/PUNCHING.
  - △ 5. FIXATION OF ANCHORING BRACKETS IS OPTIONAL IN NON-SEISMIC LOCATIONS.

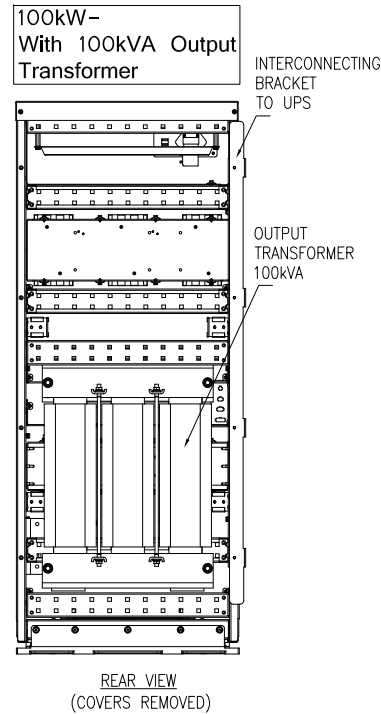
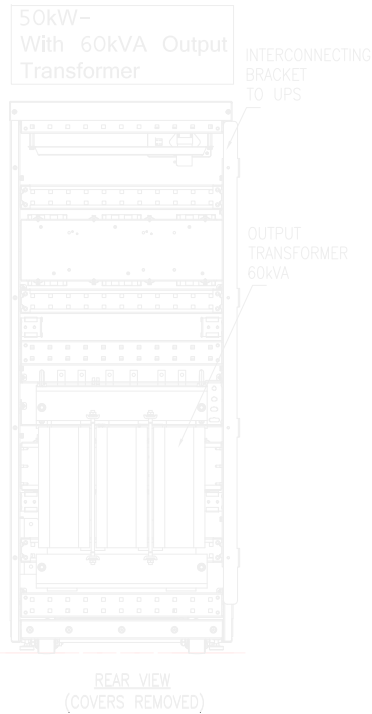
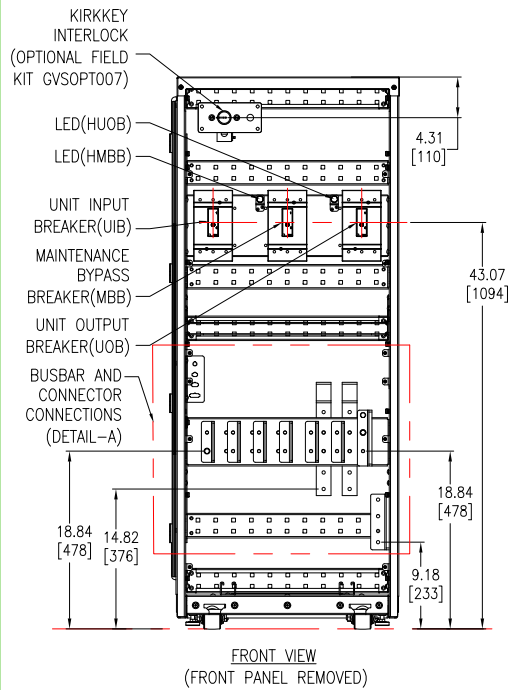
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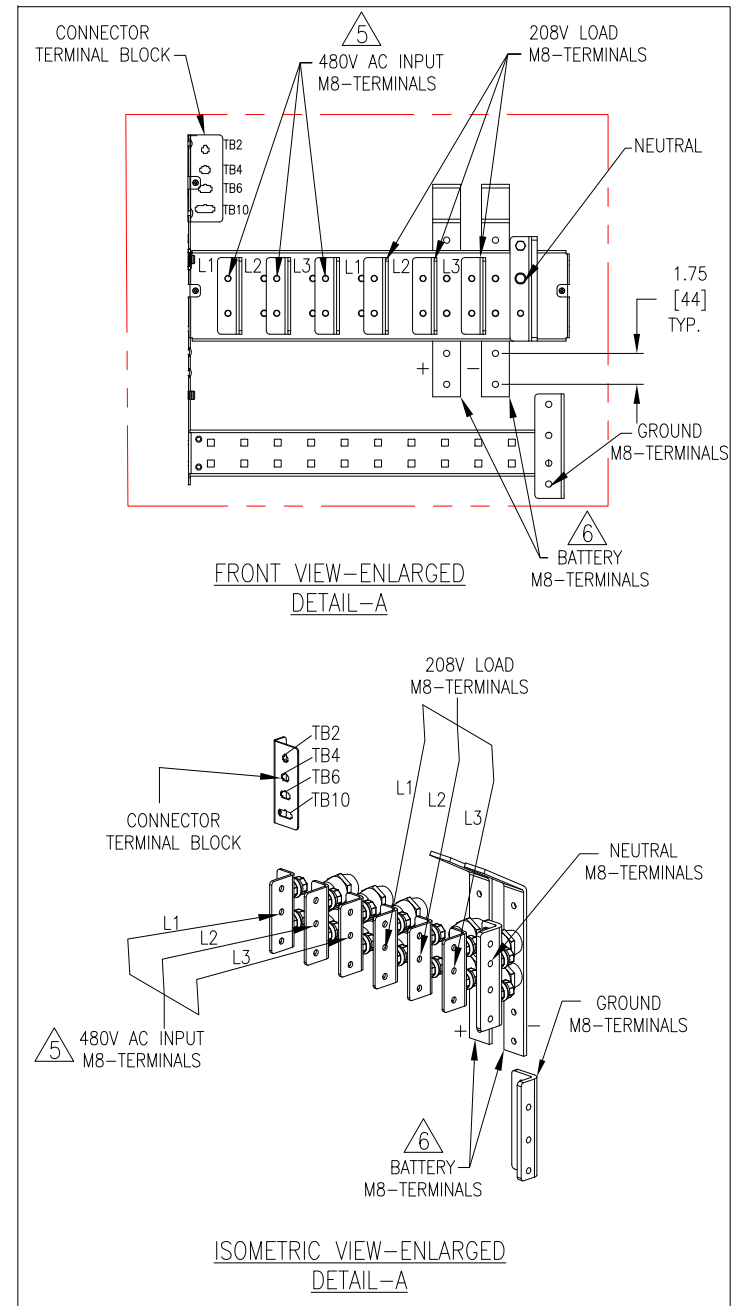
**TITLE:** Galaxy VS MBP WITH OUTPUT TRANSFORMER-50kW/100kW  
 Input: 480V, 3PH, 60Hz  
 Output: 208V, 3PH+N, 60Hz  
 TOP-BOTTOM VIEWS & ANCHORING

**PROJECT:** SUBMITTAL DRAWINGS **SHEET 2 OF 4**

<b>DWG NO:</b> GVSBPOT50K100	<b>REV.</b> 0
<b>DRAWN BY:</b> K.NAGENDRA	04-DEC-18
<b>ENGINEER:</b> L GO/P JANSEN	04-DEC-18
<b>APPROVED BY:</b> IRENE KENNEDY	04-DEC-18
	ANGLE PROJECTION



CIRCUIT BREAKER AND TRANSFORMER DETAILS					
kVA	CB RATINGS			CB PART NUMBER	OUTPUT TRANSFORMER <sup>9</sup>
	UIB	MBB	UOB		
20-50kW	150A	150A	150A	HJF36150CU31X	60kVA, 480-208V, D-Y, K1, %IZ:2.5-3.5%
60-100kW	250A	--	--	JJF36250CU31X	100kVA, 480-208V, D-Y, K1, %IZ:2.5-3.5%.
	--	150A	150A	HJF36150CU31X	



- NOTES:**
1. INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES.
  2. REFER TO PRODUCT DOCUMENTATION FOR ADDITIONAL DETAILS PRIOR TO INSTALLATION AND SITE PREPARATION WORK.
  3. ALL DIMENSIONS ARE IN INCHES [MILLIMETERS].
  4. SOME STRUCTURAL DETAILS HAVE BEEN OMITTED FOR THE PURPOSE OF CLARITY.
  5. INPUT IS 480V ONLY.
  6. BATTERY CONNECTION IS FOR TOP ENTRY ONLY.
  7. REFER TO MANUAL FOR BREAKER SETTINGS.
  8. REFER TO SINGLE LINE AND WIRING DIAGRAM FOR INTERFACE DETAILS.
  9. MAXIMUM INRUSH 10X NOMINAL INPUT CURRENT.

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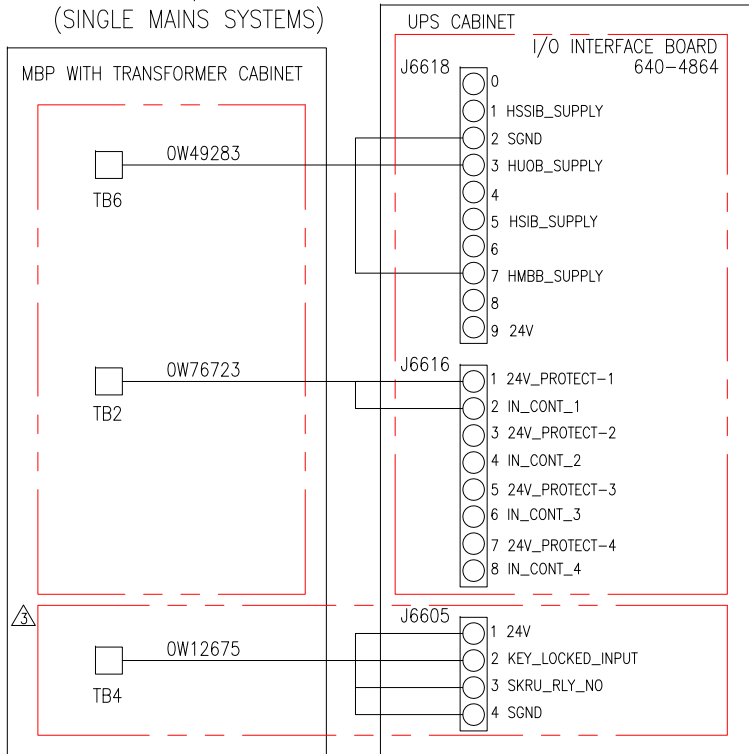
**TITLE:** Galaxy VS MBP WITH OUTPUT TRANSFORMER-50kW/100kW  
 Input: 480V, 3PH, 60Hz  
 Output: 208V, 3PH+N, 60Hz  
 INTERNAL VIEWS-1

**DWG NO:** GVSBPOT50K100 **REV.** 1  
**DRAWN BY:** K.NAGENDRA 11-JAN-19 **FIRST**  
**ENGINEER:** L GO/P JANSEN 11-JAN-19 **ANGLE**  
**APPROVED BY:** IRENE KENNEDY 11-JAN-19 **PROJECTION**

**PROJECT:** SUBMITTAL DRAWINGS **SHEET** 3 OF 4

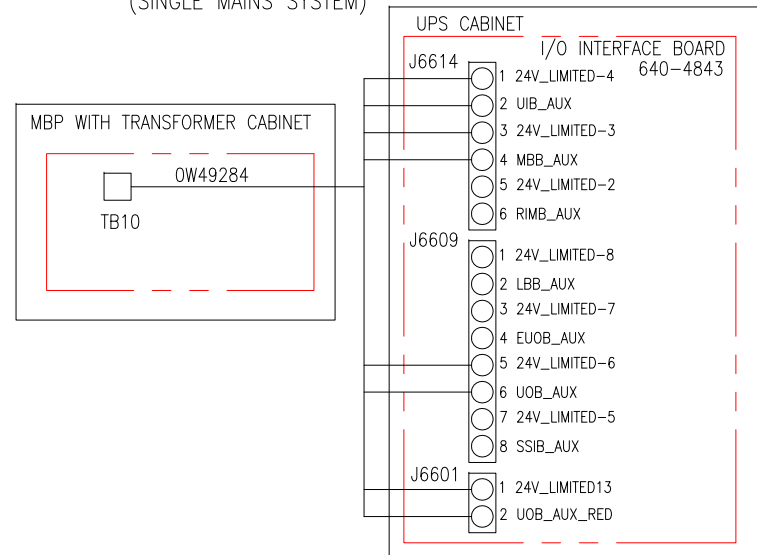
CONNECTION CLASS 2/SELV SIGNAL CABLE

(SINGLE MAINS SYSTEMS)

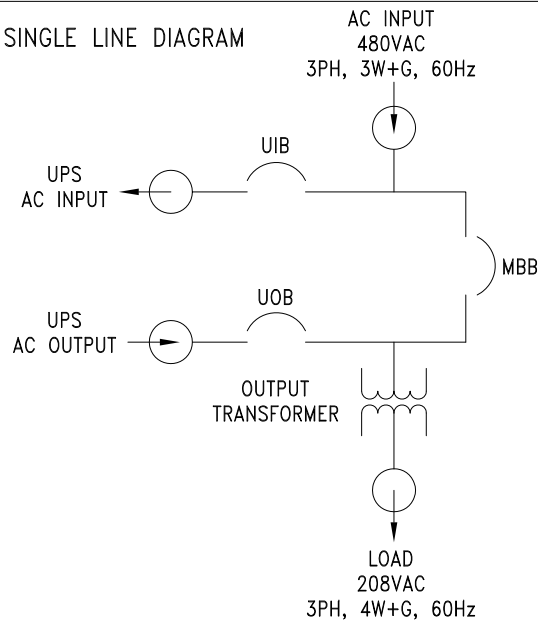


CONNECTION NON-CLASS 2/NON-SELV SIGNAL CABLE

(SINGLE MAINS SYSTEM)



SINGLE LINE DIAGRAM



NOTES:

1. INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES.
2. REFER TO PRODUCT DOCUMENTATION FOR ADDITIONAL DETAILS PRIOR TO INSTALLATION AND SITE PREPARATION WORK.

△3. APPLICABLE WHILE USING KIRKKEY INTERLOCK OPTION(GVS0PT007)

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TITLE: Galaxy VS  
MBP WITH OUTPUT TRANSFORMER-50kW/100kW  
Input: 480V, 3PH, 60Hz  
Output: 208V, 3PH+N, 60Hz  
CONNECTION AND CONTROL PANEL DETAILS

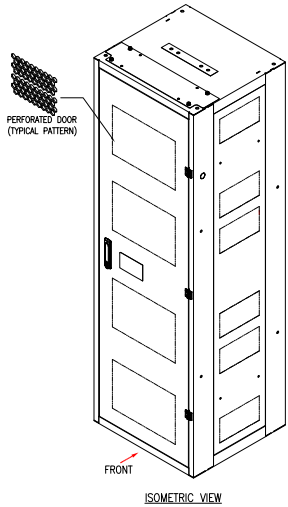
DWG NO:	GVSBPOT50K100	REV.	1
DRAWN BY:	K.NAGENDRA	11-JAN-19	FIRST
ENGINEER:	L GO/P JANSEN	11-JAN-19	ANGLE
APPROVED BY:	IRENE KENNEDY	11-JAN-19	PROJECTION

PROJECT: SUBMITTAL DRAWINGS SHEET 4 OF 4

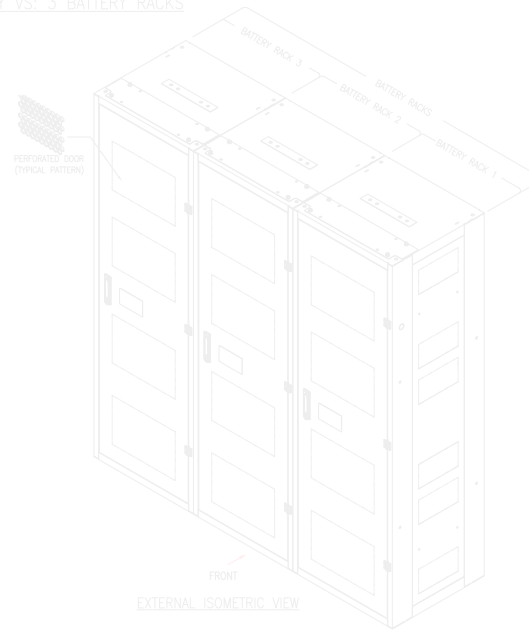
# Lithium-Ion Battery Cabinet



GALAXY VS: 1 BATTERY RACK



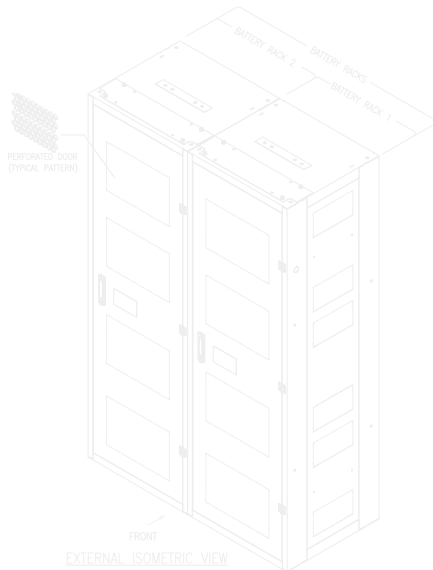
GALAXY VS: 3 BATTERY RACKS



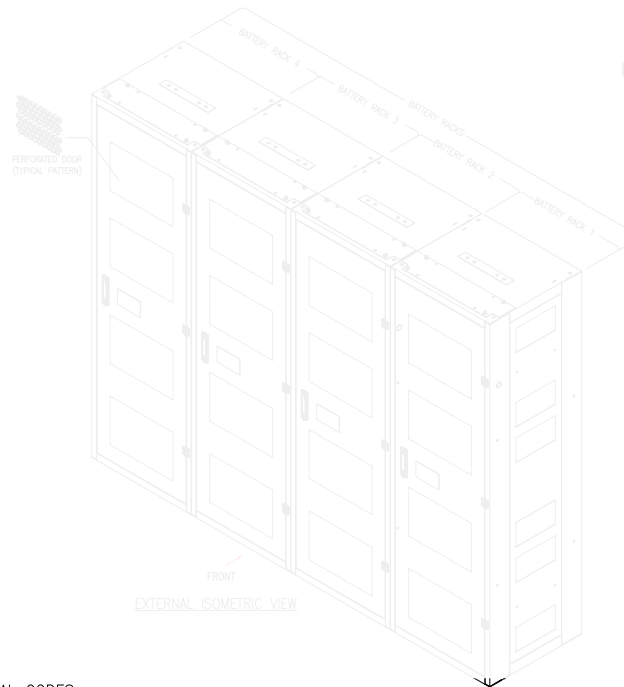
The Lithium Ion Battery solution applies to  
480V AC/480V AC output UPS 20-100kW  
and 208V AC/208V AC output UPS 10-50kW

Type of installation	Maximum number of Strings	Recommended Cable Size
Ladder tray	4	300kcmil/1
Conduit dual mains	2	
Conduit single mains	3	
Combination of conduit in UPS for DC and conduit in MBC for AC	4	

GALAXY VS: 2 BATTERY RACKS



GALAXY VS: 4 BATTERY RACKS



Note: 4/0 AWG (211kcmil/1) is OK only if there are 2 or more strings active

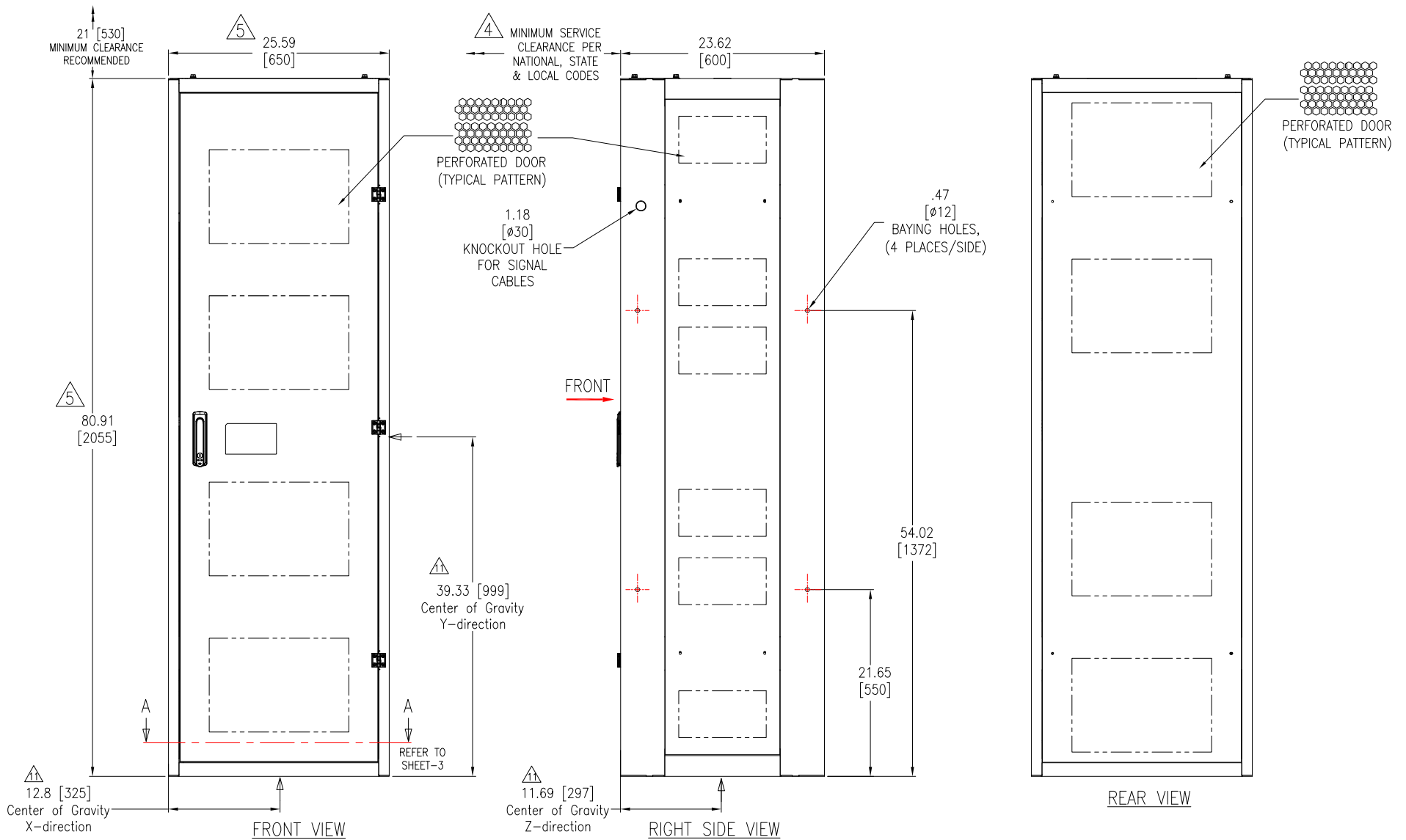
**NOTES:**

1. INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES.
2. REFER TO PRODUCT DOCUMENTATION FOR ADDITIONAL DETAILS PRIOR TO INSTALLATION AND SITE PREPARATION WORK.

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TITLE:		DWG NO: LIBATTSMGEGVSUL		REV. 1
Li-Ion Battery Rack Type E-GVS UL ISOMETRIC VIEWS		DRAWN BY: JAYAPRAKASH	02-MAY-19	THIRD
		ENGINEER: DENIS MATHIEU	02-MAY-19	ANGLE
PROJECT: SUBMITTAL DRAWINGS	SHEET 1 OF 21	APPROVED BY: KARSTEN AABERG	02-MAY-19	PROJECTION



**NOTES:**

1. INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES.
2. REFER TO PRODUCT DOCUMENTATION FOR ADDITIONAL DETAILS PRIOR TO INSTALLATION AND SITE PREPARATION WORK.
3. ALL DIMENSIONS ARE IN INCHES [MILLIMETERS].
- △ 4. A MINIMUM OF 39 Inches [1000mm] FRONT ACCESS FOR SERVICE IS REQUIRED.
- △ 5. ALL DIMENSIONS EXCLUDES SCREW PROJECTION OUTSIDE THE ENCLOSURE.
6. CABLE ENTRY IS FROM TOP OF THE UNIT.
7. THE WEIGHT OF THE UNIT (WITHOUT BATTERIES) IS 463 lb [210 kg].  
WEIGHT OF ONE BATTERY MODULE IS 37.5 lb [17 kg], WEIGHT OF THE FULLY LOADED RACK IS 1175 lb [533 kg].
8. COLOR: WHITE:KCC-EX8816(S)-N.9.5.
9. PROTECTION CLASS: IP20.
10. RECOMMENDED OPERATING TEMPERATURE: 77°F±37.4 [25±3°C].  
TO OPTIMIZE THE LIFE OF BATTERY, IT IS RECOMMENDED TO MAINTAIN 77°F [25°C].
- △ 11. THIS INFORMATION PROVIDES APPROXIMATE CENTER OF GRAVITY CALCULATION.
12. BATTERY RACKS CAN BE BAYED SIDE BY SIDE OR BACK TO BACK. REFER TO INSTALLATION MANUAL [LIB System for UPS Installation Manual (128S)].

THIS DRAWING AND SPECIFICATIONS HEREIN ARE THE PROPERTY OF SCHNEIDER ELECTRIC AND SHALL NOT BE COPIED, REPRODUCED OR USED IN WHOLE OR IN PART, AS THE BASIS FOR THE MANUFACTURE OR SALE OF ITEMS WITHOUT WRITTEN PERMISSION FROM SCHNEIDER ELECTRIC. THIS DRAWING IS BASED UPON LATEST AVAILABLE INFORMATION AND IS SUBJECT TO CHANGE WITHOUT NOTICE.



**TITLE:**

Li-Ion Battery Rack Type E-GVS UL GENERAL ARRANGEMENT

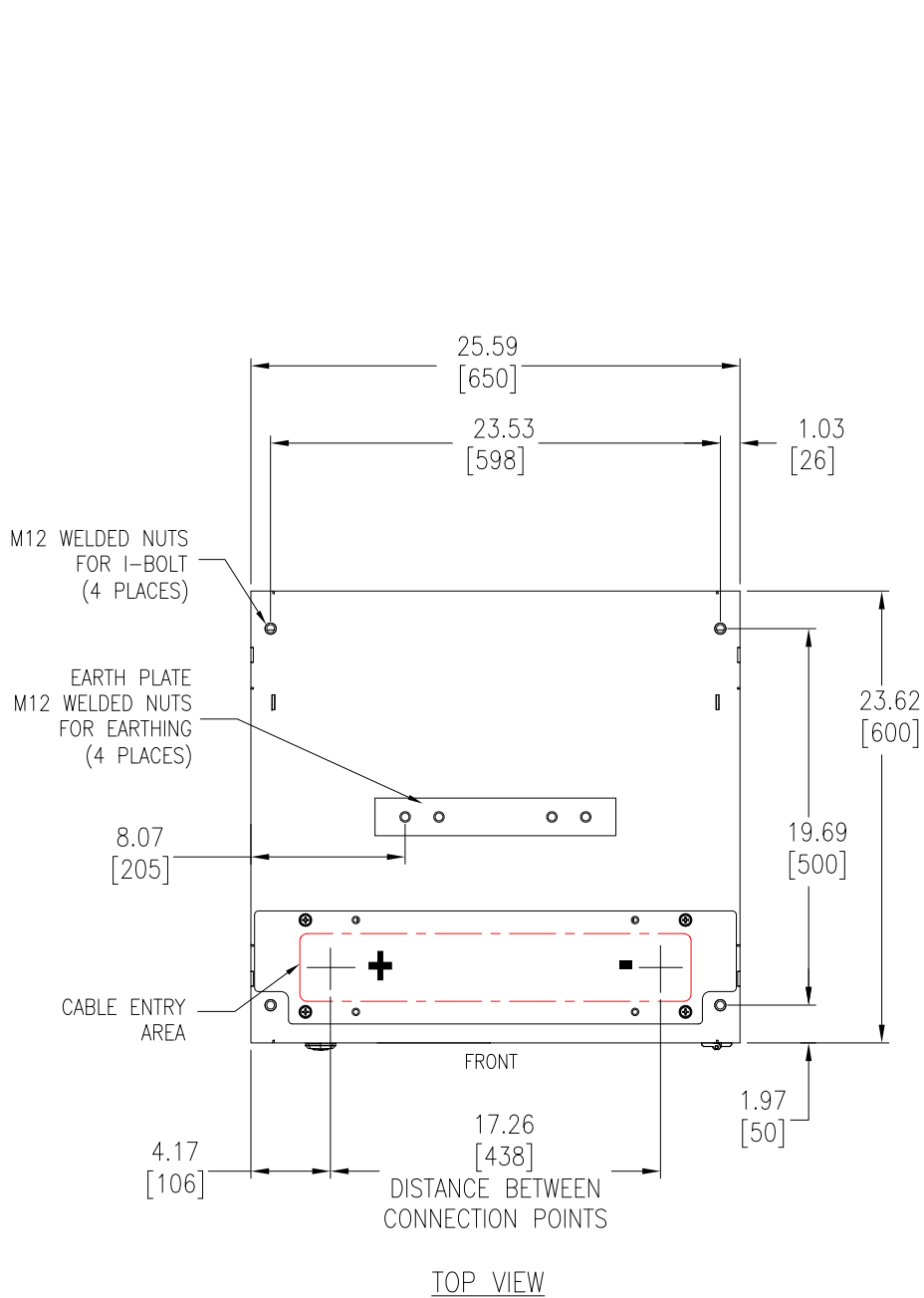
PROJECT: SUBMITTAL DRAWINGS SHEET 2 OF 21

DWG NO: LIBATTSMGEGVSUL REV. 1

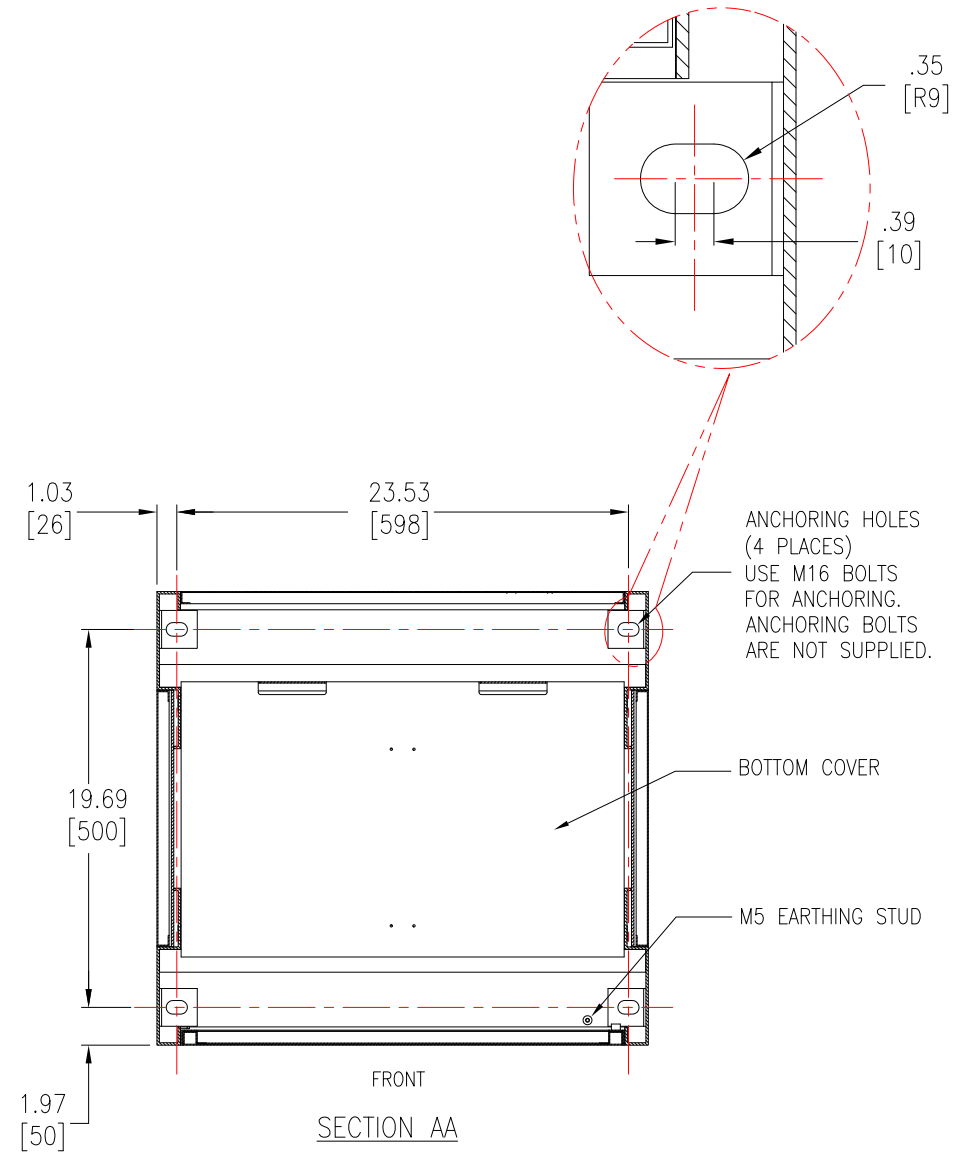
DRAWN BY: JAYAPRAKASH 06-MAR-19 THIRD ANGLE PROJECTION

ENGINEER: DENIS MATHIEU 08-MAR-19

APPROVED BY: KARSTEN AABERG 08-MAR-19



TOP VIEW



SECTION AA

NOTES:

1. INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES.
2. REFER TO PRODUCT DOCUMENTATION FOR ADDITIONAL DETAILS PRIOR TO INSTALLATION AND SITE PREPARATION WORK.
3. ALL DIMENSIONS ARE IN INCHES [MILLIMETERS].
4. ALL THE EARTH PLATES SHOULD BE CONNECTED.

THIS DRAWING AND SPECIFICATIONS HEREIN ARE THE PROPERTY OF SCHNEIDER ELECTRIC AND SHALL NOT BE COPIED, REPRODUCED OR USED IN WHOLE OR IN PART, AS THE BASIS FOR THE MANUFACTURE OR SALE OF ITEMS WITHOUT WRITTEN PERMISSION FROM SCHNEIDER ELECTRIC. THIS DRAWING IS BASED UPON LATEST AVAILABLE INFORMATION AND IS SUBJECT TO CHANGE WITHOUT NOTICE.



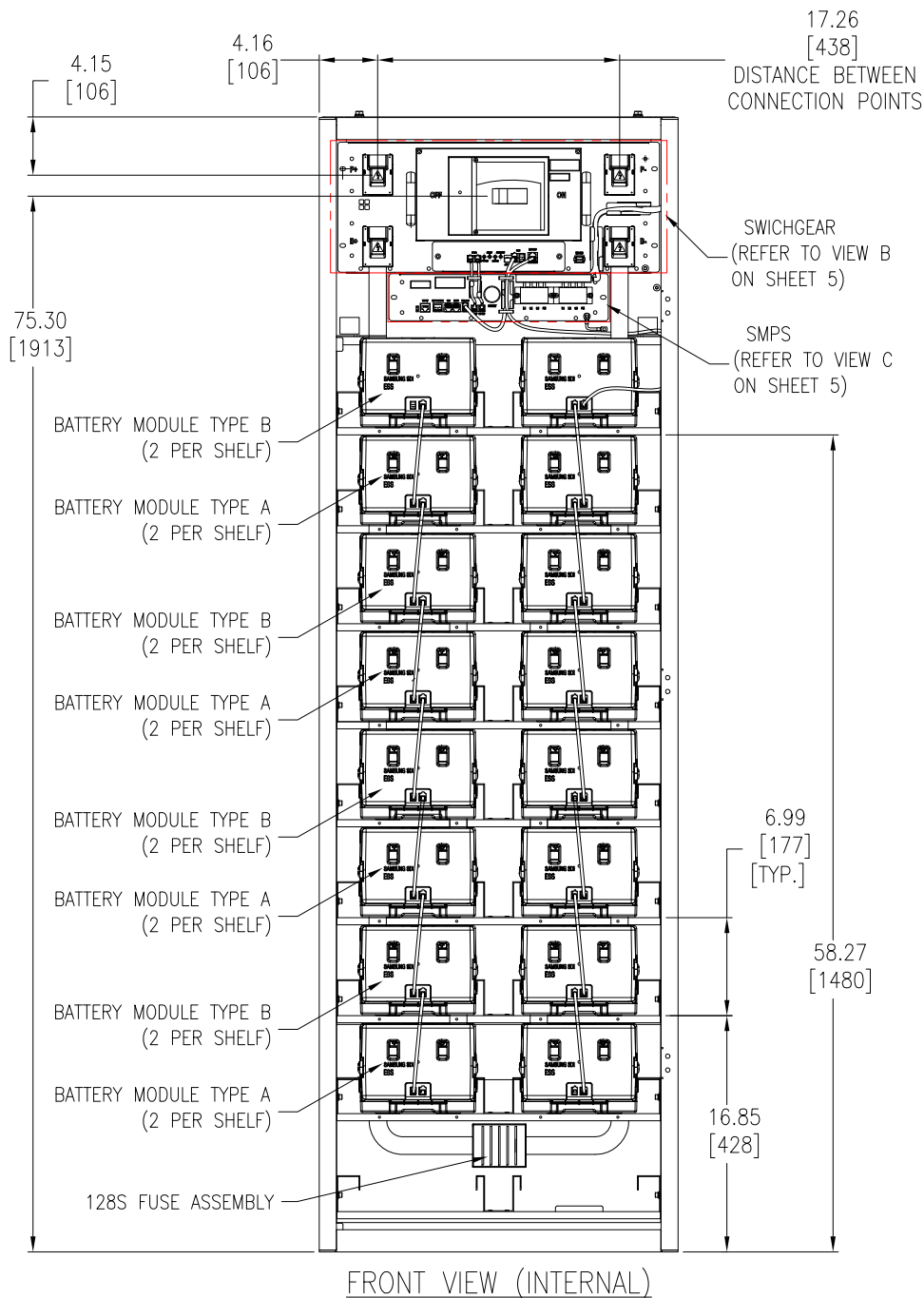
TITLE:

Li-Ion Battery Rack Type E-GVS UL  
TOP VIEW & ANCHORING DETAILS

PROJECT: SUBMITTAL DRAWINGS SHEET 30F 21

DWG NO: LIBATTSMGEVJSUL REV. 0

DRAWN BY:	JAYAPRAKASH	19-NOV-18	THIRD
ENGINEER:	DENIS MATHIEU	10-DEC-18	ANGLE
APPROVED BY:	KARSTEN AABERG	10-DEC-18	PROJECTION



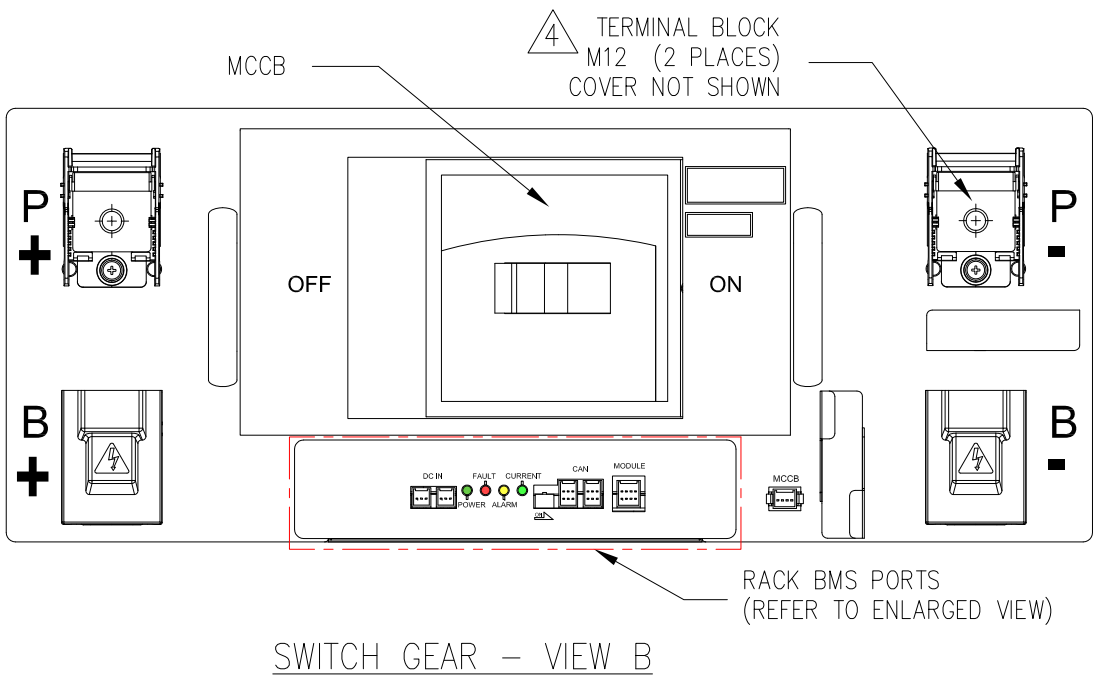
FRONT VIEW (INTERNAL)

- NOTES:**
1. INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES.
  2. REFER TO PRODUCT DOCUMENTATION FOR ADDITIONAL DETAILS PRIOR TO INSTALLATION AND SITE PREPARATION WORK.
  3. ALL DIMENSIONS ARE IN INCHES [MILLIMETERS].
  4. USE M10 SCREWS FOR MOUNTING MULTIPLE RACKS SIDE BY SIDE.
  5. SOME STRUCTURAL DETAILS HAVE BEEN OMITTED FOR THE PURPOSE OF CLARITY.

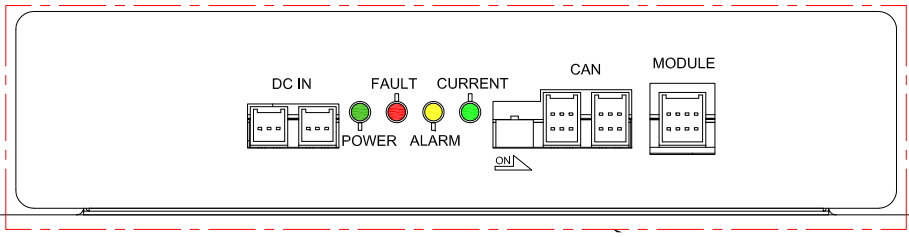
THIS DRAWING AND SPECIFICATIONS HEREIN ARE THE PROPERTY OF SCHNEIDER ELECTRIC AND SHALL NOT BE COPIED, REPRODUCED OR USED IN WHOLE OR IN PART, AS THE BASIS FOR THE MANUFACTURE OR SALE OF ITEMS WITHOUT WRITTEN PERMISSION FROM SCHNEIDER ELECTRIC. THIS DRAWING IS BASED UPON LATEST AVAILABLE INFORMATION AND IS SUBJECT TO CHANGE WITHOUT NOTICE.



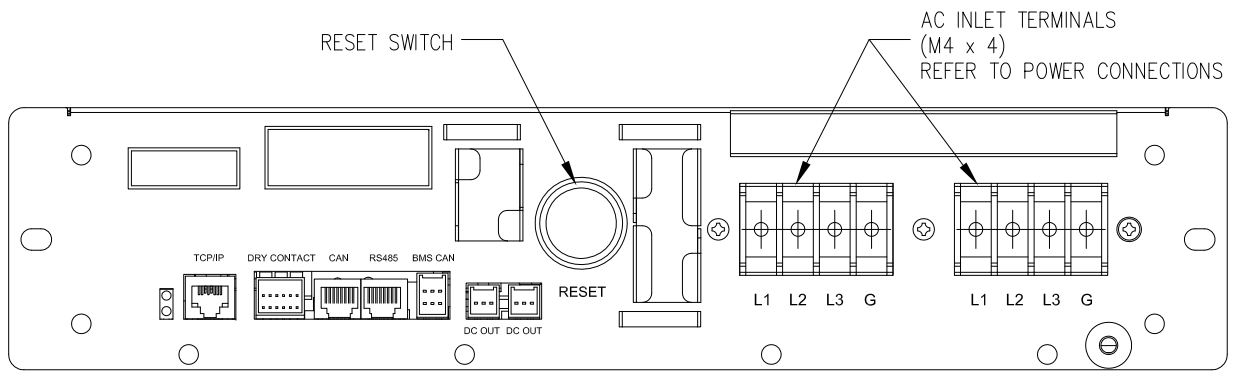
TITLE:		DWG NO: LIBATTSMGEGVSUL		REV. 0
Li-Ion Battery Rack Type E-GVS UL INTERNAL VIEWS		DRAWN BY: JAYAPRAKASH	19-NOV-18	THIRD
PROJECT: SUBMITTAL DRAWINGS		ENGINEER: DENIS MATHIEU	10-DEC-18	ANGLE
SHEET 40F 21	APPROVED BY: KARSTEN AABERG	10-DEC-18	PROJECTION	



SWITCH GEAR – VIEW B



RACK BMS PORTS  
ENLARGED VIEW



SMPS WITH SYSTEM BMS – VIEW C

**CABLING NOTES:**  
 1. CANBUS COMMUNICATIONS BETWEEN RACKS IS SUPPLIED AND INSTALLED BY SCHNEIDER ELECTRIC.  
 2. THE ELECTRICAL 480V POWER BETWEEN CABINETS IS SUPPLIED AND INSTALLED BY ELECTRICAL CONTRACTOR.

MCCB SETTING:  $I_m = 1500$ .  
 APPLY TO ALL CONFIGURATIONS.

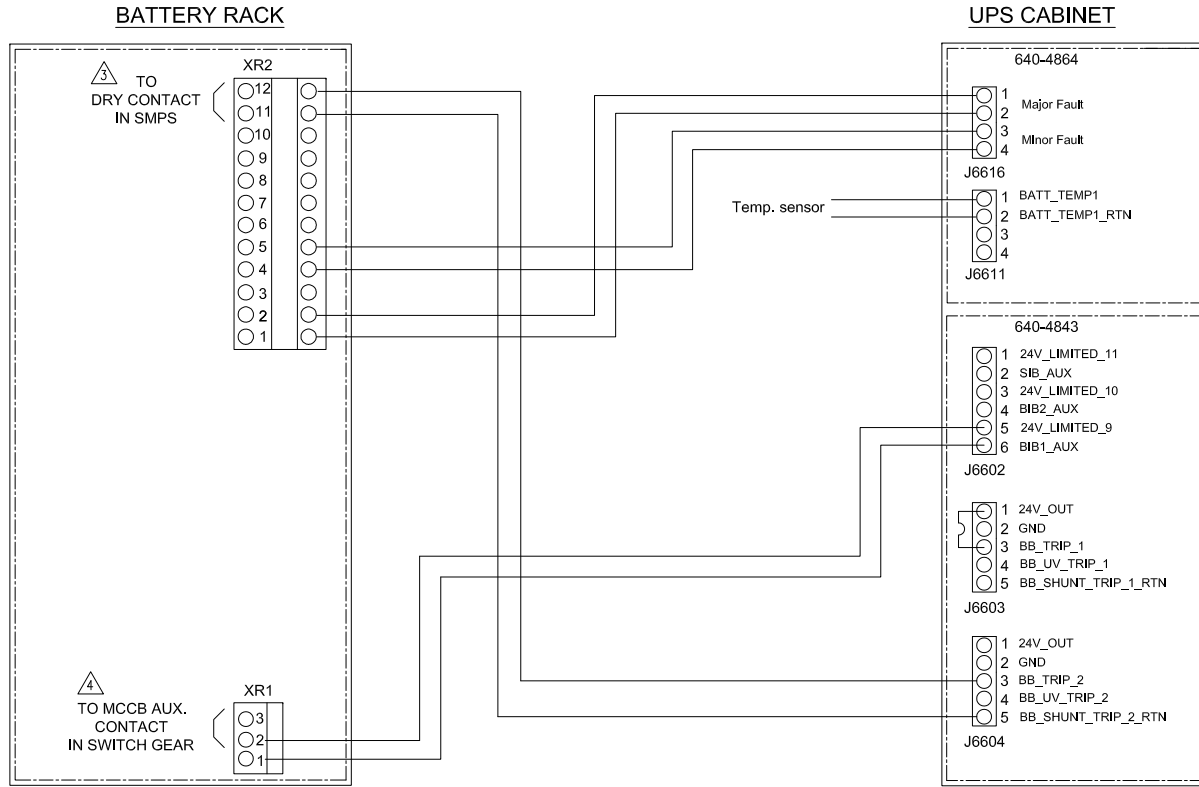
- NOTES:**
1. INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES.
  2. REFER TO PRODUCT DOCUMENTATION FOR ADDITIONAL DETAILS PRIOR TO INSTALLATION AND SITE PREPARATION WORK.
  3. THE SYSTEM BMS IS LOCATED IN BATTERY RACK 1 ONLY.
  - △ 4. TERMINALS P+ AND P- CONNECT TO THE DC LINK OF UPS. THE CLEARANCE FROM TERMINAL TO COVER IS 0.55 Inch [14mm].

THIS DRAWING AND SPECIFICATIONS HEREIN ARE THE PROPERTY OF SCHNEIDER ELECTRIC AND SHALL NOT BE COPIED, REPRODUCED OR USED IN WHOLE OR IN PART, AS THE BASIS FOR THE MANUFACTURE OR SALE OF ITEMS WITHOUT WRITTEN PERMISSION FROM SCHNEIDER ELECTRIC. THIS DRAWING IS BASED UPON LATEST AVAILABLE INFORMATION AND IS SUBJECT TO CHANGE WITHOUT NOTICE.



TITLE:		DWG NO: 03-MAY-19		REV. 2
Li-Ion Battery Rack Type E-GVS UL DETAIL VIEWS		DRAWN BY: JAYAPRAKASH	03-MAY-19	THIRD
PROJECT: SUBMITTAL DRAWINGS		ENGINEER: DENIS MATHIEU	03-MAY-19	ANGLE
SHEET 50F 21		APPROVED BY: KARSTEN AABERG	03-MAY-19	PROJECTION

**CONTROL WIRING DETAILS WITH 1 BATTERY RACK**



**RECOMMENDED CABLE SIZE: 18 TO 12 AWG**

The Lithium Ion Battery solution applies to  
 480V AC/480V AC output UPS 20-100kW  
 and 208V AC/208V AC output UPS 10-50kW

**NOTES:**

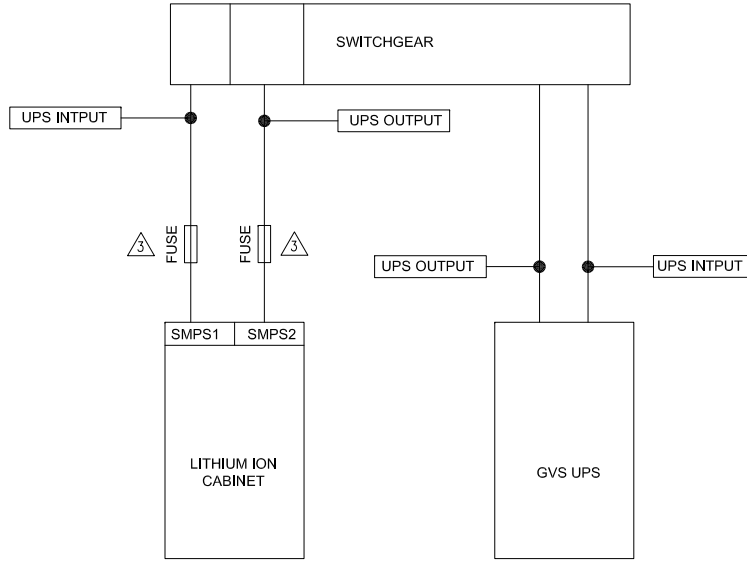
1. INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES.
2. REFER TO PRODUCT DOCUMENTATION FOR ADDITIONAL DETAILS PRIOR TO INSTALLATION AND SITE PREPARATION WORK.
- △ 3. USE THE PROVIDED 0W99108 TO CONNECT SMPS DRY CONTACT.
- △ 4. USE THE PROVIDED 0W99109 TO CONNECT MCCB AUX CONTACT.
5. INSTALL THE TEMPERATURE SENSOR 0M-1160 PROVIDED WITH THE UPS IN THE BATTERY ROOM.
6. SOME STRUCTURAL DETAILS HAVE BEEN OMITTED FOR THE PURPOSE OF CLARITY.

THIS DRAWING AND SPECIFICATIONS HEREIN ARE THE PROPERTY OF SCHNEIDER ELECTRIC AND SHALL NOT BE COPIED, REPRODUCED OR USED IN WHOLE OR IN PART, AS THE BASIS FOR THE MANUFACTURE OR SALE OF ITEMS WITHOUT WRITTEN PERMISSION FROM SCHNEIDER ELECTRIC. THIS DRAWING IS BASED UPON LATEST AVAILABLE INFORMATION AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

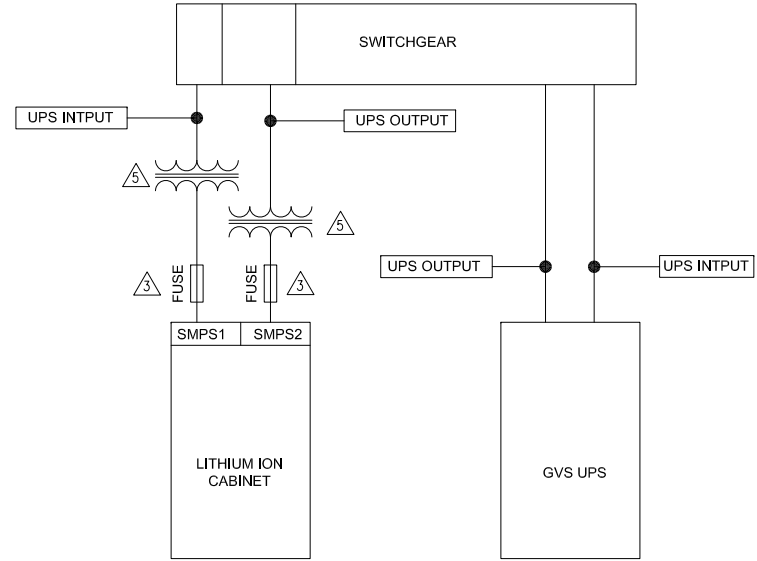


TITLE:		DWG NO: LIBATTSMGEGVSUL		REV. 2
Li-Ion Battery Rack Type E-GVS UL INTERFACE DETAILS		DRAWN BY: JAYAPRAKASH	15-APR-19	THIRD
		ENGINEER: KARSTEN AABERG	15-APR-19	ANGLE
PROJECT: SUBMITTAL DRAWINGS	SHEET 6 OF 21	APPROVED BY: KARSTEN AABERG	15-APR-19	PROJECTION

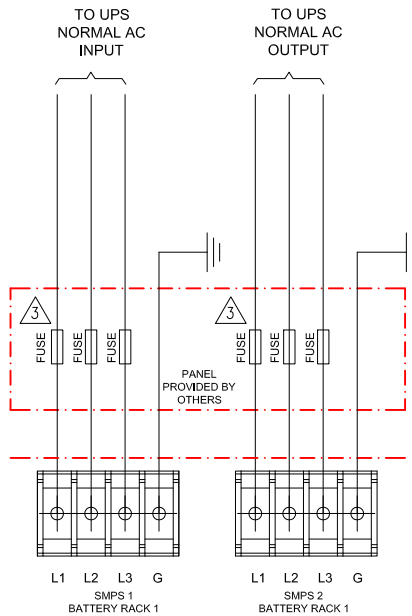
**CONFIGURATION OVERVIEW FOR 480V SYSTEM**



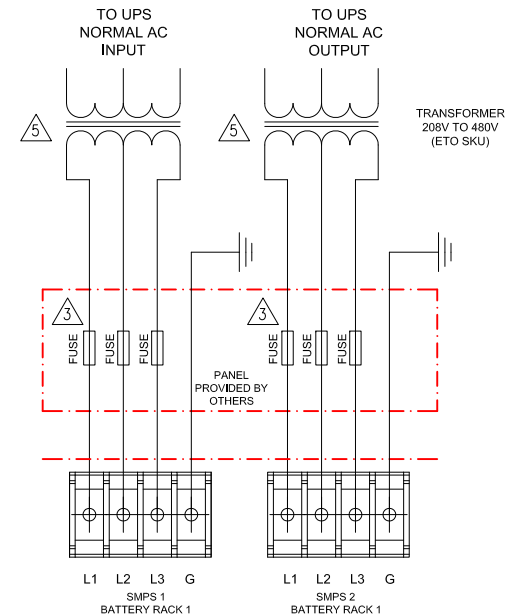
**CONFIGURATION OVERVIEW FOR 208V SYSTEM**



**SMPS INPUT/OUTPUT (CONTROL POWER CONNECTIONS) 480V**



**SMPS INPUT/OUTPUT (CONTROL POWER CONNECTIONS) 208V**



**RECOMMENDED CABLE SIZE: 18 TO 12 AWG**

**The Lithium Ion Battery solution applies to 480V AC/480V AC output UPS 20-100kW and 208V AC/208V AC output UPS 10-50kW**

**NOTES:**

1. INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES.
2. REFER TO PRODUCT DOCUMENTATION FOR ADDITIONAL DETAILS PRIOR TO INSTALLATION AND SITE PREPARATION WORK.
- △ 3. FUSE TYPE: MERSEN, REF. ATQR6 OR EQUIVALENT 6A 600V 200kA kAIC. ALTERNATE SOLUTION: SCHNEIDER ELECTRIC MOTOR CIRCUIT BREAKER-TeSys CV2P10.
4. SOME STRUCTURAL DETAILS HAVE BEEN OMITTED FOR THE PURPOSE OF CLARITY.
- △ 5. FOR 208V SYSTEM, A STEP UP TRANSFORMER IS REQUIRED TO CONVERT FROM 208V TO 480V FOR SMPS 1 AND 2 (ETO SKU).

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**TITLE:**

Li-Ion Battery Rack Type E-GVS UL INTERFACE DETAILS

PROJECT: SUBMITTAL DRAWINGS SHEET 7 OF 21

**DWG NO:**

LIBATTSMGEVSUL

**DRAWN BY:** JAYAPRAKASH

**ENGINEER:** KARSTEN ABERG

**APPROVED BY:** KARSTEN ABERG

REV. 0

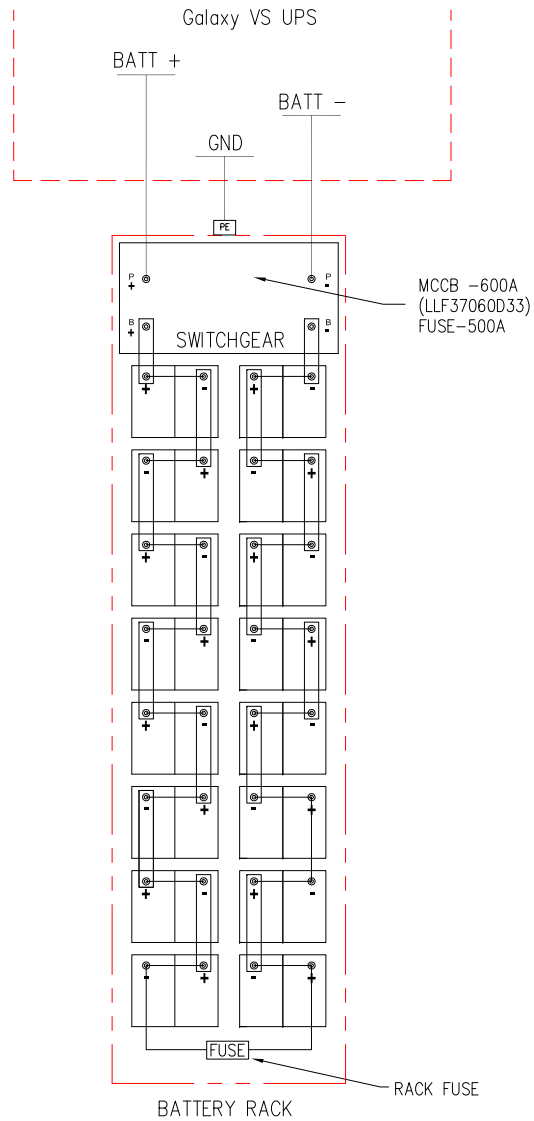
15-APR-19

15-APR-19

15-APR-19

THIRD ANGLE PROJECTION

# SCHEMATIC DIAGRAM - POWER FOR GALAXY VS WHEN 1 BATTERY RACK BAYED WITH LADDER TRAY TO UPS



## NOTES:

1. INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES.
2. REFER TO PRODUCT DOCUMENTATION FOR ADDITIONAL DETAILS PRIOR TO INSTALLATION AND SITE PREPARATION WORK.

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**Schneider Electric**

## TITLE:

Li-Ion Battery Rack Type E-GVS UL  
SCHEMATIC DIAGRAM - POWER

PROJECT: SUBMITTAL DRAWINGS SHEET 14 OF 21

## DWG NO:

LIBATTSMGEGVSUL

## DRAWN BY:

JAYAPRAKASH

## ENGINEER:

KARSTEN AABERG

APPROVED BY: KARSTEN AABERG

## REV.

2

ANGLE

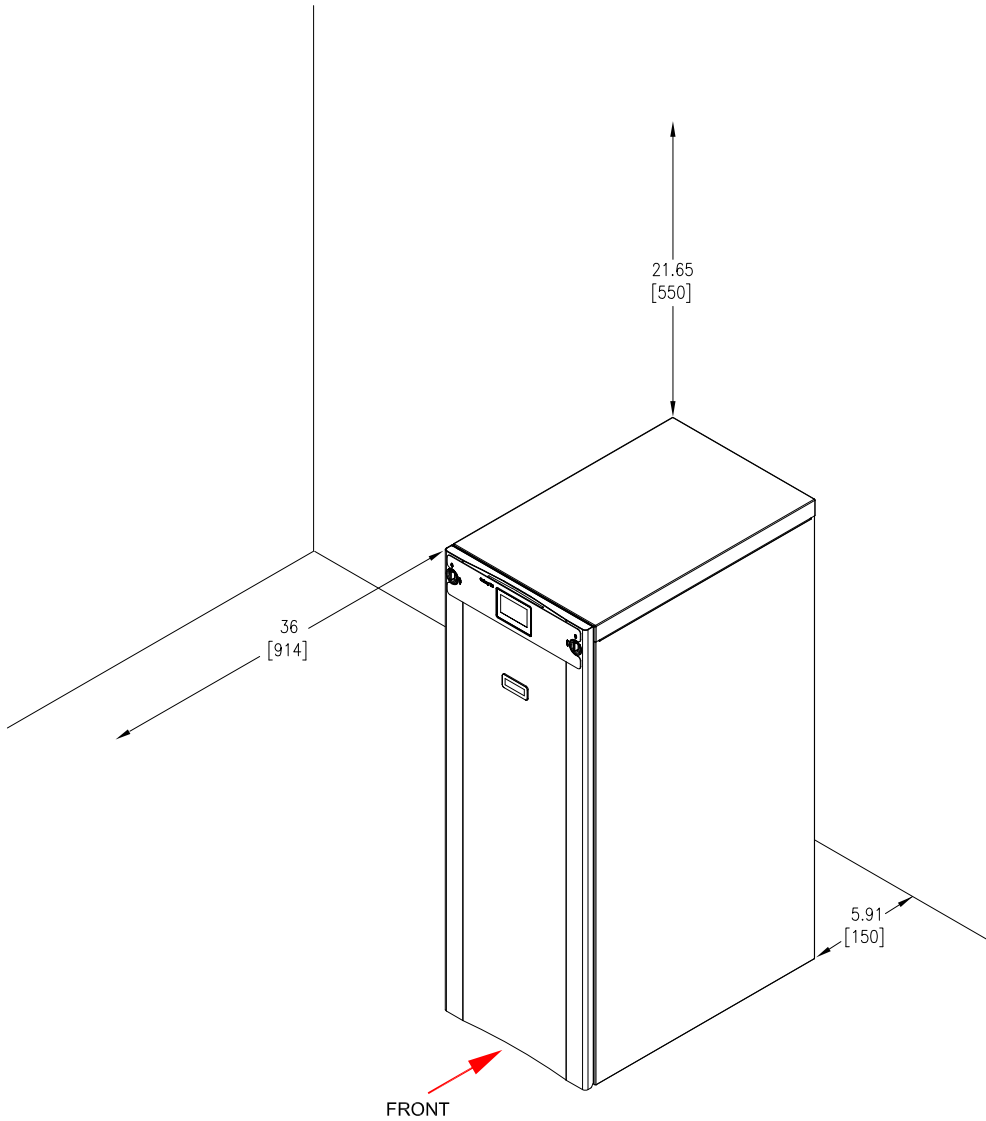
PROJECTION

N . A

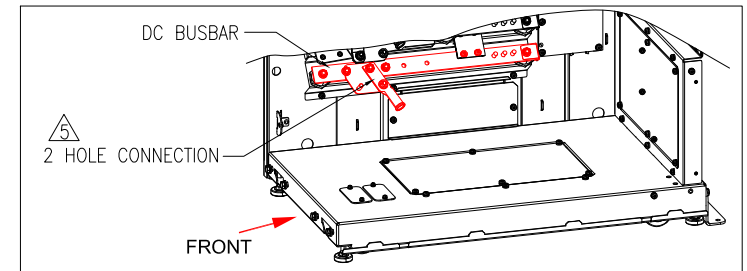
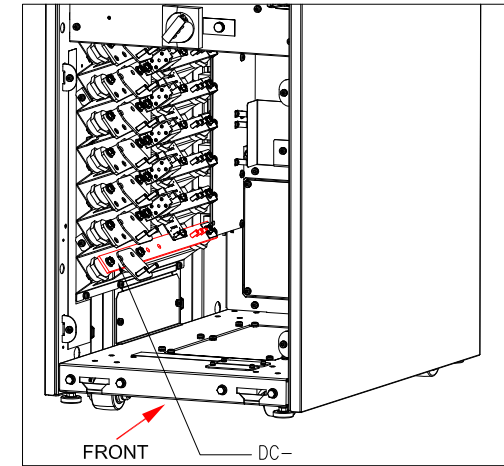
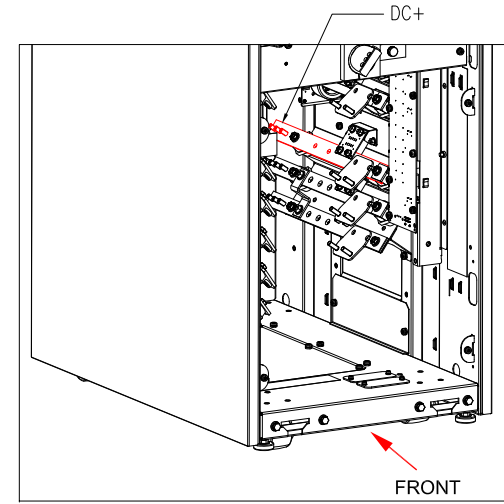


# TYPICAL Galaxy VS UPS DETAILS

## 4 CLEARANCE:



## BUSBAR LOCATIONS (DC+ AND DC-)



### NOTES:

1. INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES.
2. REFER TO PRODUCT DOCUMENTATION FOR ADDITIONAL DETAILS PRIOR TO INSTALLATION AND SITE PREPARATION WORK.
3. ALL DIMENSIONS ARE IN INCHES [MILLIMETERS].
4. CLEARANCE DIMENSIONS ARE PUBLISHED FOR AIRFLOW AND SERVICE ACCESS ONLY.
5. FOR 2 HOLES CONNECTION USE NEMA 2 HOLES KIT GVSOPT005 TO INSTALL DC CABLE ON DC BUSBAR.
6. REFER TO Galaxy VS UPS DRAWING FOR FURTHER DETAILS.

THIS DRAWING AND SPECIFICATIONS HEREIN ARE THE PROPERTY OF SCHNEIDER ELECTRIC AND SHALL NOT BE COPIED, REPRODUCED OR USED IN WHOLE OR IN PART, AS THE BASIS FOR THE MANUFACTURE OR SALE OF ITEMS WITHOUT WRITTEN PERMISSION FROM SCHNEIDER ELECTRIC. THIS DRAWING IS BASED UPON LATEST AVAILABLE INFORMATION AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

**Schneider Electric**

### TITLE:

Li-Ion Battery Rack Type E-GVS UL  
TYPICAL Galaxy VS UPS DETAILS

PROJECT: SUBMITTAL DRAWINGS SHEET 210F 21

DWG NO: LIBATTSMGEVVSUL

DRAWN BY: JAYAPRAKASH 15-APR-19

ENGINEER: KARSTEN ABERG 15-APR-19

APPROVED BY: KARSTEN ABERG 15-APR-19

### REV.

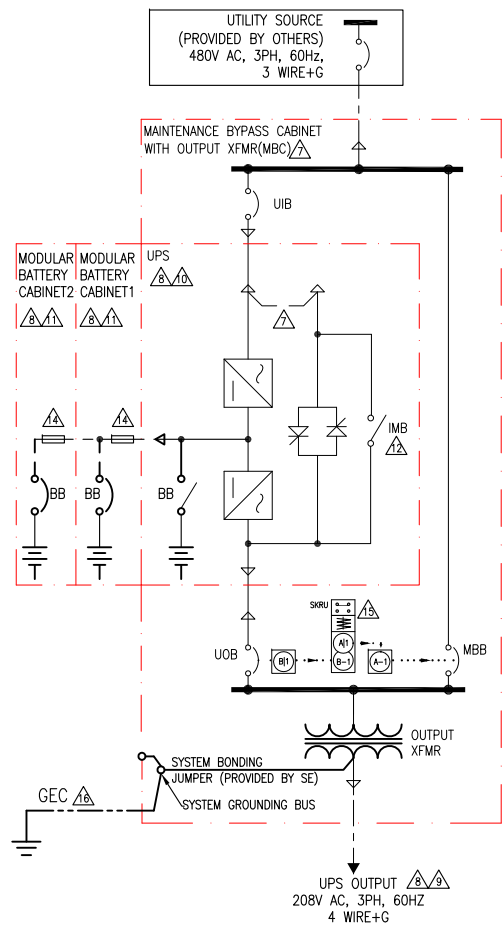
THIRD

ANGLE

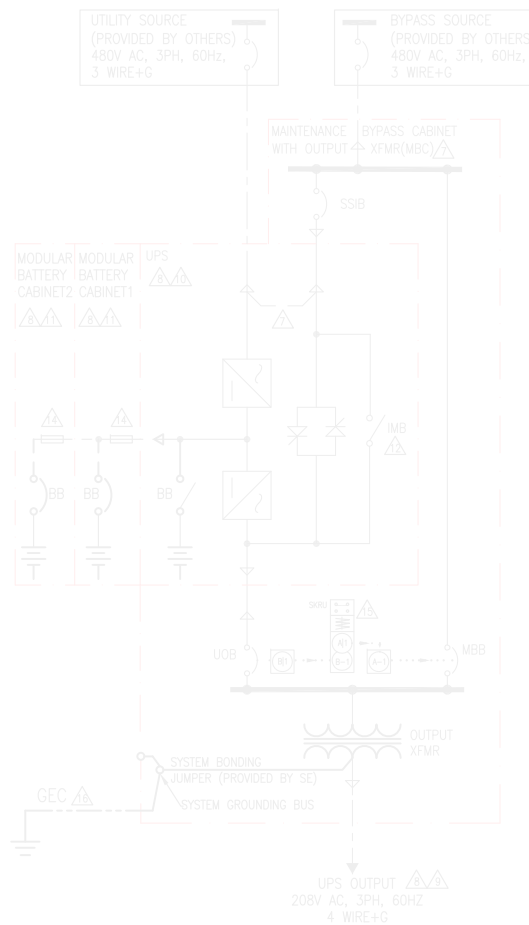
PROJECTION

# One-line Diagram

1 MODULE UPS WITH BATTERIES & MAINTENANCE BYPASS CABINET  
(WITH OUTPUT XFMR – SINGLE MAINS )

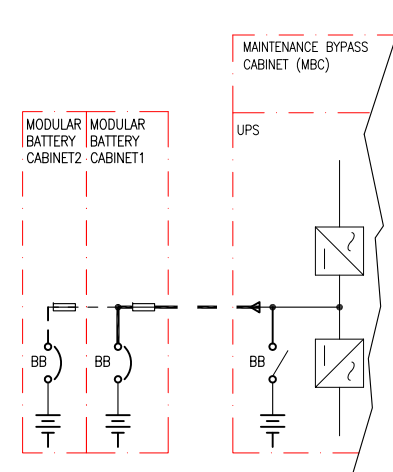


1 MODULE UPS WITH BATTERIES & MAINTENANCE BYPASS CABINET  
(WITH OUTPUT XFMR – DUAL MAINS )



REMOTE BATTERY-TYPICAL

(REST OF CONNECTIONS  
SIMILAR TO ADJACENT BATTERY  
EXCEPT BELOW)



NOTES:

1. INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES.
2. REFER TO PRODUCT INSTALLATION DOCUMENTATION FOR SITE PREPARATIONS.
3. DRAWING DEPICTS POWER SYSTEM CONNECTIONS AND IS NOT REPRESENTATIVE OF PHYSICAL LAYOUT. REFER TO MECHANICAL DRAWINGS FOR EQUIPMENT LAYOUT.
4. FINAL SELECTIONS ARE RESPONSIBILITY OF ENGINEER OF RECORDS BASED ON INSTALLED CONDITIONS AND SCC/SELECTIVE CO-ORDINATION/ARC-FLASH ANALYSIS.
- Δ5. IN SINGLE MAINS SYSTEMS: SUPPLY THE UPS FROM A GROUNDED 4-WIRE WYE SERVICE.  
SCHNEIDER ELECTRIC ALSO SUPPORTS 3 WIRE SINGLE MAINS INSTALLATIONS IF THE MAINS XFMR IS A GROUNDED WYE XFMR, LOCATED IN THE SAME BUILDING.  
IN THIS INSTALLATION, THE UPS SYSTEM MUST BE INSTALLED AS A SEPARATELY DERIVED SYSTEM. LEAKAGE CURRENTS WILL OCCUR IN THE BONDING JUMPER AND TECHNICAL/SYSTEM EARTH.
- Δ6. IN DUAL MAINS SYSTEMS: USE A 4-WIRE SUPPLY FOR THE BYPASS AND A 3-WIRE SUPPLY FOR THE INPUT. BOTH MUST BE WYE SOURCES.  
DELTA INPUT SUPPLY FOR EITHER INPUT OR BYPASS IS NOT PERMITTED. TN AND TT POWER DISTRIBUTION SYSTEMS ARE SUPPORTED.
- Δ7. BUS LINK APPLICABLE FOR SINGLE MAINS ONLY, TO BE REMOVED FOR DUAL MAINS INSTALLATION.
- Δ8. FOR TECHNICAL SPECIFICATIONS, RECOMMENDATIONS AND SKU NUMBERS REFER TO SHEET-7.
- Δ9. OUTPUT OVER-CURRENT PROTECTION MUST BE PROVIDED BY OTHERS.
- Δ10. MAXIMUM INPUT SHORT-CIRCUIT WITHSTAND:  $I_{cw}=65kA$  RMS SYMMETRICAL. UPS IS PRE-CONFIGURED FOR TNS EARTHING SYSTEM.  
FOR TN-C/3 WIRE EARTHING SYSTEM CONNECT THE N BUSBAR TO PE BUSBAR AS PER INSTALLATION MANUAL.
- Δ11. TWO CABINETS SHOWN. MAXIMUM OF FOUR BATTERY CABINETS CAN BE BAYED WITH THE UPS. FOR RUNTIME DETAILS REFER TO PRODUCT TECHNICAL SPECIFICATION OR CONTACT SCHNEIDER ELECTRIC.
- Δ12. THE INTERNAL MAINTENANCE BREAKER (IMB) CAN ONLY BE USED IN SINGLE SYSTEMS WITH NO EXTERNAL MAINTENANCE BYPASS BREAKER.
13. CABLE LUGS ARE PROVIDED BY OTHERS EXCEPT FOR ADJACENT BATTERY CABINET INSTALLATION.
- Δ14. REFER TO GVSMODBC9 DRAWING FOR ADDITIONAL DETAILS.
- Δ15. KIRK KEY INTERLOCK IS OPTIONAL (SKU#GVSOPT007).
- Δ16. THE GROUNDING ELECTRODE CONDUCTOR (GEC) SHALL BE PROVIDED BY OTHERS.

LEGEND:	
	AC CABLE (PROVIDED BY OTHERS)
	600V DC CABLE (PART OF MODULAR BATTERY CABINET)
	600V DC CABLE (PROVIDED BY OTHERS)

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**TITLE:** GALAXY VS  
Input: 480V AC 3PH 60Hz SINGLE/DUAL FEED  
Output: 480V OR 208V AC 3PH 60Hz 60-100kW  
UPS w 3 INT BATT+ EXT. BATT FLOORMOUNT MBC w XFMR  
SYSTEM ONE LINE DIAGRAM

**PROJECT:** DRAWINGS **SHEET** 5 OF 7

**DWG NO:** GVS60KB100GFSTAI0-SD

<b>DRAWN BY:</b> BALA	28-JAN-20	<b>REV.</b> 0
<b>ENGINEER:</b> P J/M D/S.P/C.B	18-FEB-20	ANGLE
<b>APPROVED BY:</b> C C / S V	18-FEB-20	PROJECTION

**REV.** 0

ANGLE

PROJECTION

N. Δ

# **Site Planning**

GALAXY VS 10-50KW 480V OR 600V AC IN/208V AC OUT UPS SYSTEM SITE PLANNING DATA (MBC WITH INPUT XFMR)

MAINS INPUT : 480/600V AC, 60HZ 3PH 3 WIRE+G OUTPUT: 208V AC, 60HZ, 4WIRE+G  
 NOMINAL DC VOLTAGE: FOR 32 BLOCKS: 384V DC, 40 BLOCKS: 480V DC, 48 BLOCKS: +/-288V DC (WHEN USING 48 BLOCKS SPLIT STRING IS MANDATORY)

UPS RATING (kW)	UPS SKU NUMBER	APPLICABLE MBC SKU NUMBER	TRANSFORMER SPECIFICATION	APPLICABLE BATTERY CABINET SKU NUMBERS	NOMINAL MAINS INPUT CURRENT (NO CHARGING) (A) 480V/600V AC	NOMINAL MAINS INPUT CURRENT (FULL CHARGING) (A) 480V/600V AC	OUTPUT NEUTRAL CURRENT (A)	UPS/SYSTEM OUTPUT NEUTRAL CURRENT (A)	BATTERY CURRENT (A DC)				RECOMMENDED UPSTREAM PROTECTION (MAKE: SCHNEIDER ELECTRIC)	
									32 BATTERIES		40 BATTERIES		@480V INPUT	@600V INPUT
									FULL LOAD CURRENT @NOMINAL VOLTAGE (384V DC)	FULL LOAD CURRENT @EOD VOLTAGE (307V DC)	FULL LOAD CURRENT @NOMINAL VOLTAGE (480V DC)	FULL LOAD CURRENT @EOD VOLTAGE (384V DC)		
10	GVSUPS10KFS	GVSBPIT25	30kVA 600/480V AC IN, 208V AC OUT DY1	GVSCBT1/ GVSCBT11ST (32 BLOCKS)	13/10	15/12	48	28	27	34	22	27	HJL36060U31X	HJL36060U31X
15	GVSUPS15KFS				19/15	23/16	72	42	41	51	33	41		
20	GVSUPS20KFS				26/20	31/25	96	56	54	68	43	54		
25	GVSUPS25KFS				32/26	38/31	120	69	68	85	54	68		
30	GVSUPS30KFS	GVSBPIT50	60kVA 600/480V AC IN, 208V AC OUT D	GVSCBT2ST/ GVSCBT3ST/ GVSCBT4ST/ GVSCBT5ST (40 BLOCKS)	38/31	46/37	144	83	81	102	65	81	HJL36100U31X	HJL36100U31X
40	GVSUPS40KFS				51/41	61/49	192	111	109	136	87	109		
50	GVSUPS50KFS				N/A	64/51	77/61	240	139	N/A	N/A	109		

BATTERY CABINET		
SKU NUMBER	CIRCUIT BREAKER (SCHNEIDER ELECTRIC)	
	RATING	MFG. P/N
GVSUBT1	150AT/ 250AF	JGL37150D81AAUO
GVSUBT1ST		
GVSUBT2		
GVSUBT2ST		
GVSUBT3		
GVSUBT3ST	250AT/ 250AF	JGL37250D82AAUO+ AL175JD
GVSUBT4		
GVSUBT4ST		
GVSUBT5	250AT/ 250AF	JGL37250D82AAUO+ AL175JD
GVSUBT5ST		

MAINTENANCE BYPASS CABINET (MBC) SWITCHGEAR DETAIL (MAKE: SCHNEIDER ELECTRIC)		
DEVICE ID	MBC SKU NUMBER	
	GVSBPIT25	GVSBPIT50
UIB	MCCB 150A 3P H FRAME (HJF36150CU31X)	MCCB 250A 3P J FRAME (JUF36250CU31X)
MBB / UOB		

GALAXY VS 20-100KW 480V AC IN/208V AC OUT UPS SYSTEM SITE PLANNING DATA (MBC WITH OUTPUT XFMR)

MAINS INPUT: 480V AC, 60HZ 3PH 3 WIRE+G OUTPUT: 208V AC, 60HZ, 4WIRE+G  
 DC VOLTAGE: FOR 32 BLOCKS: 384V DC, 40 BLOCKS: 480V DC, 48 BLOCKS: +/-288V DC (WHEN USING 48 BLOCKS, SPLIT STRING IS MANDATORY)

UPS RATING (kW)	UPS SKU NUMBER	APPLICABLE MBC SKU NUMBER	TRANSFORMER SPECIFICATION	APPLICABLE BATTERY CABINET SKU NUMBERS	NOMINAL MAINS INPUT CURRENT (NO CHARGING) (A)	NOMINAL MAINS INPUT CURRENT (FULL CHARGING) (A)	NOMINAL BYPASS INPUT CURRENT		OUTPUT NEUTRAL CURRENT (A)	UPS/SYSTEM OUTPUT CURRENT (A)	BATTERY CURRENT (A DC)				RECOMMENDED UPSTREAM PROTECTION (MAKE: SCHNEIDER ELECTRIC)										
							PHASE CURRENT (A)	NEUTRAL CURRENT (A)			32 BATTERIES		40 BATTERIES												
											FULL LOAD CURRENT @NOMINAL VOLTAGE (384V DC)	FULL LOAD CURRENT @EOD VOLTAGE (307V DC)	FULL LOAD CURRENT @NOMINAL VOLTAGE (480V DC)	FULL LOAD CURRENT @EOD VOLTAGE (384V DC)											
20	GVSUPS20KGS	GVSBPOT50	60kVA 600/480V AC IN, 208V AC OUT DY1	GVSCBT1/ GVSCBT11ST (32 BLOCKS)	25	30	24	42	96	56	54	68	43	54	HJL36150U31X										
30	GVSUPS30KGS															37	45	36	62	144	83	81	102	65	81
40	GVSUPS40KGS															50	60	49	83	192	111	109	136	87	109
50	GVSUPS50KGS															62	74	61	104	240	139	N/A	N/A	109	136
60	GVSUPS60KGS	GVSBPOT100	100kVA 480V AC IN, 208V AC OUT DY1	N/A	74	89	73	125	288	167	N/A	N/A	130	163	JL36250U31X										
80	GVSUPS80KGS															99	119	97	166	384	222	N/A	N/A	174	217
100	GVSUPS100KGS															124	149	121	208	480	278	N/A	N/A	217	271

BATTERY CABINET		
SKU NUMBER	CIRCUIT BREAKER (SCHNEIDER ELECTRIC)	
	RATING	MFG. P/N
GVSUBT1	150AT/ 250AF	JGL37150D81AAUO
GVSUBT1ST		
GVSUBT2		
GVSUBT2ST		
GVSUBT3		
GVSUBT3ST	250AT/ 250AF	JGL37250D82AAUO+ AL175JD
GVSUBT4		
GVSUBT4ST		
GVSUBT5	250AT/ 250AF	JGL37250D82AAUO+ AL175JD
GVSUBT5ST		

MAINTENANCE BYPASS CABINET (MBC) SWITCHGEAR DETAIL (MAKE: SCHNEIDER ELECTRIC)		
DEVICE ID	MBC SKU NUMBER	
	GVSBPOT50	GVSBPOT100
UIB	MCCB 150A 3P H FRAME (HJF36150CU31X)	MCCB 250A 3P J FRAME (JUF36250CU31X)
MBB / UOB		MCCB 150A 3P H FRAME (HJF36150CU31X)

- NOTES:  
 1. INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES.  
 2. REFER TO PRODUCT INSTALLATION DOCUMENTATION FOR SITE PREPARATIONS.  
 3. TWO CABINETS MUST BE PRESENT TO SUPPORT LOADS ABOVE 60kW, DUE TO CABINET CB RATING.

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TITLE: GALAXY VS  
 Input: 480V/600V AC 3PH, 60Hz, SINGLE/DUAL FEED  
 Output: 480V/208V AC 3PH 60Hz, 10-100kW  
 BATTERY SOLUTION AND SITE PLANNING

DWG NO:	GVSUPS10K100LGF5-SD		REV:	5
DRAWN BY:	BALA	11-NOV-19	ANGLE	
ENGINEER:	H N	21-NOV-19	PROJECTION	
APPROVED BY:	S V	21-NOV-19		N. A

PROJECT: DRAWINGS SHEET 10 OF 10



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

# **System Integration Agreement**

**CTRMA Toll Systems Integration**



**CTRMA WO 161 - Networking upgrades**

October 16, 2020

### Change Request Description

<b>Request ID</b>	CTRMA-WO-161
<b>Request Date</b>	10/16/2020
<b>System Module</b>	Networking upgrades
<b>Change Type</b>	Hardware/equipment
<b>Description</b>	
Networking upgrades for the CTRMA maintenance program.	
<b>Affected Project</b>	
<input checked="" type="checkbox"/> 183A <input checked="" type="checkbox"/> 290 <input checked="" type="checkbox"/> Mopac <input checked="" type="checkbox"/> SH71 <input type="checkbox"/> 45SW <input type="checkbox"/> 183S	
<b>Affected Requirements</b>	
Networking	
<b>Affected System Processes:</b>	
Networking	
<b>Description of the Solution</b>	
<p>Networking upgrades for the CTRMA maintenance program. Upgrades by location is outlined in the referenced doc. "CTRMA - WO 161 Networking inventory - upgrade by location - 072420.xlsx"</p> <p>As part of this upgrade, Kapsch will provide a test plan to validate the networking functionality, this will mirror the MoPac network failover test plan.</p> <p>Kapsch will also provide a project schedule. Upgrade to be completed by June 2021.</p> <p>Pricing valid for 30 days from submission.</p>	
<b>Impact</b>	<input type="checkbox"/> High <input checked="" type="checkbox"/> Medium <input type="checkbox"/> Low
<b>Total</b>	\$444,476,42
<b>Quantity</b>	Quantity is in the referenced doc "CTRMA - WO 161 Networking inventory - upgrade by location - 072420.xlsx"



**System Integration**

**CTRMA WO 161 - Networking upgrades**



CENTRAL TEXAS REGIONAL  
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	Materials / Equipment	Quantity	Price	10% Markup	Extended Price
1	SHI	1	\$372,413.00	\$37,241.30	\$409,654.30
2	0	0	\$0.00	\$0.00	\$0.00
3	0	0	\$0.00	\$0.00	\$0.00
4	0	0	\$0.00	\$0.00	\$0.00
5	0	0	\$0.00	\$0.00	\$0.00
6	0	0	\$0.00	\$0.00	\$0.00
7	0	0	\$0.00	\$0.00	\$0.00

**Total Hardware \$409,654.30**

	Labor	No. of Hours	Hr. Contract Rate	Total
1	Software Engineer	0.00	\$157.59	\$0.00
2	System/Hardware Engineer	32.00	\$172.52	\$5,520.64
3	Technician	0.00	\$120.90	\$0.00
4	Business Analyst	0.00	\$157.59	\$0.00
5	Database Administrator	0.00	\$224.14	\$0.00
6	Documentation Clerk	10.00	\$161.66	\$1,616.60
7	Testing Engineer	0.00	\$171.17	\$0.00
8	Network Engineer/Administrator	160.00	\$156.22	\$24,995.20
9	Project Manager	12.00	\$224.14	\$2,689.68

**Total Hours: 214.00 Total Labor: \$34,822.12**

	Subcontractor	Quantity	Cost	10% Markup	Extended Price
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00

**Total Subcontractor \$0.00**

	ODCs / Travel	Quantity	Cost	10% Markup	Extended Price
1	Air Fare	0	\$0.00	\$0.00	\$0.00
2	Mileage	0	\$0.00	\$0.00	\$0.00
3	Lodging	0	\$0.00	\$0.00	\$0.00
4	Per Diem	0	\$0.00	\$0.00	\$0.00
5	Car Rental	0	\$0.00	\$0.00	\$0.00
6	PM - Other/Misc.	0	\$0.00	\$0.00	\$0.00
7	Warr/Maint - Other/Misc.	0	\$0.00	\$0.00	\$0.00

**Total ODCs / Travel \$0.00**

**TOTAL PRICE \$444,476.42**



<b>Client Acceptance:</b>	
Client name	
Date	
Signature	
<b>Kapsch Acceptance</b>	
Name	
Date	
Signature	

**1 Reference Documents:**

CTRMA - WO 161 Networking inventory - upgrade by location - 072420.xlsx

**2 Document Version History**

Version	Created	Created by	Comments
1.0	09/08/2020	Lisa Gauger	Initial Submission
1.1	10/07/2020	Lisa Gauger	Edited description of the solution to include a failover test plan. Also edited the hours and pricing.
1.2	10/16/2020	Lisa Gauger	Updated Request ID to include WO-161

**MISC/SPARES (LINES 60 - 90)**

Line	Product	Cost ea	Total	Markup	Total for location
	Cisco DNA Automation Quick Start Impleme				
60	Cisco Systems - Part#: ASF-EN1-G-AUTO-IMP	\$37,527.00	\$37,527.00	\$ 3,752.70	\$ 41,279.70
	DNA CENTER APPL GEN 2				
61	Cisco Systems - Part#: DN2-HW-APL	\$29,855.00	\$29,855.00	\$ 2,985.50	\$ 32,840.50
	SOLN SUP 24X7X4 DNA CENTER APPL GEN 2				
62	Cisco Systems - Part#: CON-SSSNP-DN2HWPL	\$7,889.00	\$23,667.00	\$ 2,366.70	\$ 26,033.70
	ISE VIRTUAL MACHINE SMALL				
63	Cisco Systems - Part#: R-ISE-VMS-K9=	\$2,188.00	\$2,188.00	\$ 218.80	\$ 2,406.80
	SOLN SUP SWSS ISE VIRTUAL MACHINE SMALL				
64	Cisco Systems - Part#: CON-ECMUS-RISEV9SM	\$1,267.00	\$3,801.00	\$ 380.10	\$ 4,181.10
	CATALYST 9200 24PT POE+ NTWK ADVANTAGE				
65	Cisco Systems - Part#: C9200-24P-A	\$1,006.00	\$2,012.00	\$ 201.20	\$ 2,213.20
	CATALYST 9200 4 X 1G NTWK MOD				
66	Cisco Systems - Part#: C9200-NM-4G	\$222.00	\$444.00	\$ 44.40	\$ 488.40
	CATALYST 9200 AND 9200L STACK MOD				
67	Cisco Systems - Part#: C9200-STACK-KIT	\$572.00	\$1,144.00	\$ 114.40	\$ 1,258.40
	600W AC Config 6 Power Supply - Secondar				
68	Cisco Systems - Part#: PWR-C6-600WAC/2	\$543.00	\$1,086.00	\$ 108.60	\$ 1,194.60
	C9200 DNA Premier, 24-Port, 3 Year Term				
69	Cisco Systems - Part#: C9200-DNA-P-24-3Y	\$934.00	\$1,868.00	\$ 186.80	\$ 2,054.80
	Axiom Cisco SFP-10G-LR= Compatible - SFP+ transceiver module (equivalent to: Cisco SFP-10G-LR=) - 10GBase-LR - TAA Compliant - for Cisco Nexus 93180YC-FX, 9336C-FX2, 9372PX-E Axiom Memory Solutions -				
70	Part#: SFP-10G-LR-AX	\$299.00	\$2,990.00	\$ 299.00	\$ 3,289.00

	Axiom Cisco SFP-10G-ER= Compatible - SFP+ transceiver module (equivalent to: Cisco SFP-10G-ER=) - 10 GigE - 10GBase-ER - TAA Compliant - for Cisco Nexus 93180YC-FX, 9336C-FX2, 9372PX-E					
71	Part#: SFP-10G-ER-AX CATALYST 9200 24PT POE+ NTWK ESSENTIALS Cisco Systems - Part#: C9200-	\$1,249.00	\$4,996.00	\$	499.60	\$ 5,495.60
72	24P-E CATALYST 9200 4 X 10G NTWK MOD Cisco Systems - Part#: C9200-	\$1,341.00	\$4,023.00	\$	402.30	\$ 4,425.30
73	NM-4X CATALYST 9200 AND 9200L STACK MOD Cisco Systems - Part#: C9200-	\$871.00	\$2,613.00	\$	261.30	\$ 2,874.30
74	STACK-KIT C9200 DNA ESSENTIALS 24PT 3YR TERM LIC Cisco Systems - Part#: C9200-	\$572.00	\$1,716.00	\$	171.60	\$ 1,887.60
75	DNA-E-24-3Y 600W AC Config 6 Power Supply - Secondar Cisco Systems - Part#: PWR-	\$266.00	\$798.00	\$	79.80	\$ 877.80
76	C6-600WAC/2 CATALYST 9300 24PT POE+ NTWK ADVANTAGE Cisco Systems - Part#: C9300-	\$543.00	\$1,629.00	\$	162.90	\$ 1,791.90
77	24P-A CATALYST 3750X AND 3850 STACK PWR CBL 30 Cisco Systems - Part#: CAB-	\$2,577.00	\$2,577.00	\$	257.70	\$ 2,834.70
78	SPWR-30CM C9300 DNA Premier, 24-Port, 3 Year Term Cisco Systems - Part#: C9300-	\$42.00	\$42.00	\$	4.20	\$ 46.20
79	DNA-P-24-3Y  50CM TYPE 1 STACKING CBL Cisco Systems - Part#: STACK-	\$1,245.00	\$1,245.00	\$	124.50	\$ 1,369.50
80	T1-50CM	\$44.00	\$44.00	\$	4.40	\$ 48.40
81	PLUGGABLE USB3 SSD STOR Cisco Systems - Part#: SSD- 120G	\$653.00	\$653.00	\$	65.30	\$ 718.30
82	715W AC 80+ PLATINUM CONFIG 1 SECONDARY Cisco Systems - Part#: PWR- C1-715WAC-P/2	\$545.00	\$545.00	\$	54.50	\$ 599.50
83	CATALYST 9300 8 X 10GE NTWK MOD Cisco Systems - Part#: C9300- NM-8X	\$1,110.00	\$1,110.00	\$	111.00	\$ 1,221.00

84	CATALYST 9300 24PT POE+ NTWK ADVANTAGE Cisco Systems - Part#: C9300- 24P-A	\$2,577.00	\$2,577.00	\$	257.70	\$	2,834.70
85	CATALYST 3750X AND 3850 STACK PWR CBL 30 Cisco Systems - Part#: CAB- SPWR-30CM	\$42.00	\$42.00	\$	4.20	\$	46.20
86	C9300 DNA Premier, 24-Port, 3 Year Term Cisco Systems - Part#: C9300- DNA-P-24-3Y	\$1,245.00	\$1,245.00	\$	124.50	\$	1,369.50
87	50CM TYPE 1 STACKING CBL Cisco Systems - Part#: STACK- T1-50CM	\$44.00	\$44.00	\$	4.40	\$	48.40
88	PLUGGABLE USB3 SSD STOR Cisco Systems - Part#: SSD- 120G	\$653.00	\$653.00	\$	65.30	\$	718.30
89	CATALYST 9300 4 X 1GE NTWK MOD Cisco Systems - Part#: C9300- NM-4G	\$222.00	\$222.00	\$	22.20	\$	244.20
90	715W AC 80+ PLATINUM CONFIG 1 SECONDARY Cisco Systems - Part#: PWR- C1-715WAC-P/2	\$545.00	\$545.00	\$	54.50	\$	599.50
	Shipping		\$1,060.00	\$	106.00	\$	1,166.00

Grand Total	Total Markup	Total for all locations
\$ 372,413.00	\$ 37,241.30	\$ 409,654.30



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

# **System Integration Agreement**

**CTRMA Toll Systems Integration**



**CTRMA WO-162, MOPAC DP10 and DP11 Damage**

October 16, 2020

### Change Request Description

<b>Request ID</b>	CTRMA-WO-162
<b>Request Date</b>	10/16/2020
<b>System Module</b>	DP Cabinets 10&11
<b>Change Type</b>	Equipment

<b>Description</b>	
Replacement to Damaged Cabinets	
<b>Affected Project</b>	
<input type="checkbox"/> 183 <input type="checkbox"/> 290 <input checked="" type="checkbox"/> Mopac <input type="checkbox"/> SH71	
<b>Affected Requirements</b>	
ELCC/ Rates	
<b>Affected System Processes:</b>	
MOPAC Rates	
<b>Description of the Solution</b>	
<ul style="list-style-type: none"> <li>• Replace damaged cabinets and equipment from vandalism.</li> <li>• Terminate Fiber in Cabinet.</li> <li>• MOT for Traffic control will be invoiced as a pass-through (plus mark-up) and is not to exceed \$5,500.</li> <li>• Kapsch to provide as-built to include the updated cabinet redesign.</li> </ul>	
<b>Impact</b>	<input checked="" type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low
<b>Total</b>	<b>\$23,555.35</b>
	Pricing good for 60 Days from requested date
<b>Quantity</b>	2 cabinets and equipment



## System Integration

**WO-CTRMA-162- DP10 and DP11  
Damage\_v1.4.docx**



**CENTRAL TEXAS REGIONAL  
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	Materials / Equipment	Quantity	Price	10% Markup	Extended Price
1	Mini-Fort Cabinet (9U) - Aluminum Powder Coated - Beige	2	\$1,643.98	\$164.40	\$1,808.38
2	Pole Mount Bracket for Mini-Fort (Field Drill 2- 1 1/2" Hole into 4 1/2" MVD Pole)	2	\$53.64	\$5.36	\$59.00
3	Wall Mount Bracket for Mini-Fort (Truss Mount to Unistrut)	2	\$116.72	\$11.67	\$128.39
4	Equipment Panels (7U)	2	\$156.38	\$15.64	\$172.02
5	Din rail - 2m	1	\$10.00	\$1.00	\$11.00
6	120VAC SPST DIN Rail Breaker	1	\$30.49	\$3.05	\$33.54
7	CITEL 120VAC Surge Suppressors	1	\$100.00	\$10.00	\$110.00
8	ORION Industrial Equipment Fans	2	\$44.00	\$4.40	\$48.40
9	Thermostat (Normally Open) closes on temp rise	2	\$42.00	\$4.20	\$46.20
10	DIN Rail Duplex Outlet (120V/15A) - NEMA 5-15R	1	\$37.00	\$3.70	\$40.70
11	Weather Resistant Lightning Surge Protector for RS-485 & 24VDC Power Lines	2	\$103.56	\$10.36	\$113.92
12	Industrial Ethernet to Serial Server/Converter	3	\$260.85	\$26.09	\$286.94
13	DB9 Breakout Board With Spring Connection Terminals	4	\$98.00	\$9.80	\$107.80
14	100Base FX Switch (SM - 15 km - ST Connectors) - 4 Copper Ports	1	\$477.00	\$47.70	\$524.70
15	SM Duplex ST to ST - 3m	6	\$90.00	\$9.00	\$99.00
16	CAT5e Patch Cable (1m) (Not Plenum)	4	\$7.44	\$0.74	\$8.18
17	AC-DC PS, 120W, 24DC, 5A - DIN Rail Mnt.	1	\$115.53	\$11.55	\$127.08
<b>Total Hardware</b>					<b>\$3,725.25</b>

	Labor	No. of Hours	Hr. Contract Rate	Total
1	Software Engineer	0.00	\$157.59	\$0.00
2	System/Hardware Engineer	30.00	\$172.52	\$5,175.60
3	Technician	0.00	\$120.90	\$0.00
4	Business Analyst	0.00	\$157.59	\$0.00
5	Database Administrator	0.00	\$224.14	\$0.00
6	Documentation Clerk	10.00	\$161.66	\$1,616.60
7	Testing Engineer	0.00	\$171.17	\$0.00
8	Network Engineer/Administrator	0.00	\$156.22	\$0.00
9	Project Manager	10.00	\$224.14	\$2,241.40
<b>Total Hours:</b>		<b>50.00</b>	<b>Total Labor:</b>	<b>\$9,033.60</b>

	Subcontractor	Quantity	Cost	10% Markup	Extended Price
	Cabinet removal and install	1	\$2,100.00	\$210.00	\$2,310.00
	Fiber termination and testing	1	\$2,715.00	\$271.50	\$2,986.50
	MOT	2	\$5,000.00	\$500.00	\$5,500.00
<b>Total Subcontractor</b>					<b>\$10,796.50</b>

	ODCs / Travel	Quantity	Cost	10% Markup	Extended Price
1	Air Fare	0	\$0.00	\$0.00	\$0.00
2	Mileage	0	\$0.00	\$0.00	\$0.00
3	Lodging	0	\$0.00	\$0.00	\$0.00
4	Per Diem	0	\$0.00	\$0.00	\$0.00
5	Car Rental	0	\$0.00	\$0.00	\$0.00
6	PM - Other/Misc.	0	\$0.00	\$0.00	\$0.00
7	Warr/Maint - Other/Misc.	0	\$0.00	\$0.00	\$0.00
<b>Total ODCs / Travel</b>					<b>\$0.00</b>

**TOTAL PRICE \$23,555.35**

	<b>System Integration</b>	 CENTRAL TEXAS REGIONAL <b>MOBILITY AUTHORITY</b>
	<b>WO-CTRMA-162- DP10 and DP11          Damage_v1.4.docx</b>	

<b>Client Acceptance:</b>	
Client name	
Date	
Signature	
<b>Kapsch Acceptance</b>	
Name	
Date	
Signature	

## 1 Reference Documents

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n/a

## 2 Document Version History

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Version	Created	Created by	Comments
1.0	09/29/2020	Timothy Duke	Initial Submission based on e-mail.
1.1	10/06/2020	Timothy Duke	Update to include as-built of cabinet redesign
1.2	10/09/2020	Lisa Gauger	Updated logo, formatting, and clarified the MOT cost description.
1.3	10/13/2020	Lisa Gauger	Update logo in header, Surge Protector cost, and overall total to match.
1.4	10/16/2020	Lisa Gauger	Updated doc naming details from CO to WO





r	Wire, Hookup, 18 AWG, Strand, 1000V/300V, 80C, Brown	Alpha / Belden	1555/Brown / 9981-001100	If				0		0	1.00	0.00	Allied
s	Wire, Hookup, 18 AWG, Strand, 1000V/300V, 80C, Blue	Alpha / Belden	1555/Blue / 9981-006100	If				0		0	1.00	0.00	Allied
t	Wire, Hookup, 16 AWG, Strand, 1000V/300V, 80C, Green	Alpha / Belden	1557/Green / 9980-005100	If				0		0	1.00	0.00	Allied
u	Wire, Hookup, 16 AWG, Strand, 1000V/300V, 80C, White	Alpha / Belden	1557/White / 9980-009100	If				0		0	1.00	0.00	Allied
v	Wire, Hookup, 16 AWG, Strand, 1000V/300V, 80C, Black	Alpha / Belden	1557/Black / 9980-010100	If				0		0	1.00	0.00	Allied
w	Polyurethane foam sealant, 12 oz cans	DAP		ea				0		0	1.00	0.00	BG Tech
x	12 in. Heavy-Duty Cable Ties - BLACK	Gardner Bender		ea				0		0	1.00	0.00	BG Tech
y	17 in. Heavy-Duty Cable Ties - BLACK	Gardner Bender		ea				0		0	1.00	0.00	BG Tech
z	73B Orange wire nuts	Ideal	30-1073J	ea				0		0	1.00	0.00	BG Tech
aa	Silicone II 9.8-ounce window and door caulk clear	GE		ea				0		0	1.00	0.00	BG Tech
ab	Duct Seal Compound Plugs (10-Pack)	Gardner Bender	DS-110	ea				0		0	3.75	0.00	BG Tech
ac	Safe-Flo 8 oz. Lead-Free Silver Solder	Oatey	290242	ea				0		0	25.36	0.00	BG Tech
ad	8 oz. No. 5 Lead-Free Paste Flux	Oatey	300142	ea				0		0	7.00	0.00	BG Tech
ae	Green 12 Solid THHN Wire	Southwire	11591580	lf				0		0	0.21	0.00	BG Tech
af	12 - 10 AWG, #8 - 10 Stud Size Yellow Spade Terminals	Gardner Bender	15-116	ea				0		0	2.50	0.00	BG Tech
ag	12 - 10 AWG Yellow Butt Splice	Gardner Bender	15-126	ea				0		0	3.30	0.00	BG Tech

Note: The existing terminal blocks at DP 10 should not be damaged, however Install Team has enough spares on-hand to fill the minimum needed for DP-10 to match color standard

					SYS	DP-10	DP-11	Total	Spare	GT	UNIT COST	TOTAL COST	
<b>3 CORRIDOR CCTV</b>													
a	COHU HD 4260 RISE, H.264.1080P, 30X DAY/NIGHT, DEFOG, AUTO-FOCUS	COHU	4261-00	ea				0		0	3,352.00	0.00	COHU
b	RJ45 IP67 COUPLER	COHU	7610203-001	ea				0		0	30.00	0.00	COHU
c	POE++ INJECTOR, 70 W, UNIVERSAL 120VAC INPUT, TS2 RATED	COHU	7412007-003	ea				0		0	105.00	0.00	COHU
d	Pelco Pedestal Mount (10")	Pelco	PM2010	ea				0		0	78.93	0.00	GreyBar
e	Shielded Cat 6 (SSTP), Bural Rated	Superior Essex	04-001-64	lf				0		0	1.20	0.00	GreyBar
f	VI Software License	VI	License Fee	ea				0		0	155.00	0.00	SHI

Notes:

					SYS	DP-10	DP-11	Total	Spare	GT	UNIT COST	TOTAL COST	
<b>4 CORRIDOR DMS</b>													
a	Dynamic Sign Assembly (Front Access - Ready for Install)	Daktronics	VM-2420-27-110-66-A	EA				0		0	53,850.00	0.00	Daktronics
b	VFC Controller	"		incl				0		0			Daktronics
c	Two Beacons w/Brackets for attachment	"		incl				0		0			Daktronics
e	Two Spare LED Modules	"		incl				0		0			Daktronics

					SYS	DP-10	DP-11	Total	Spare	GT	UNIT COST	TOTAL COST	
<b>5 CORRIDOR MVD</b>													
a	Smartsensor HD	Wavetronix	HS-126	EA				0		0	5,480.00	0.00	TwinCrest
b	Sensor Pigetails (40')	"		EA				0		0	265.00	0.00	TwinCrest
c	Sensor Home-Run Cable	"		LF				0		0	1.00	0.00	TwinCrest
d	MVD Pole Mount Brackets	"	WX-SS-611	EA				0		0	190.00	0.00	TwinCrest
e	Truss/Column Assembly (Bracket Kit)	"	SPECIAL	EA				0		0	75.00	0.00	TwinCrest
f	4" Pipe with Tee	"		incl									TwinCrest
g	RVSD Mount (Special CH)	"		incl									TwinCrest
h	C-Clamp (SS) (2 each)	Gibson	1150	EA				0		0	32.00	0.00	BG Tech
i	Weather Resistant Lightning Surge Protector for RS-485 & 24VDC Power Lines	LCOM	AL-D15P24DW	EA				0	2	2	58.00	116.00	SHI
j	Click 200 Module (Equivalent)	Cooper Crouse-Hinds M	ZB91654	EA				0		0	136.27	0.00	AWC
k	Click 200 Module (Equivalent) Long Haul Surge suppressor w/bracket	LCOM	ALS-D25P24DW/HGX-PMT24	EA				0		0	128.00	0.00	SHI
l	DIN mount adaptor	NTRON	NPMODRMO	EA				0		0	12.00	0.00	SHI
m	Click 301 Terminal Server (Equivalent)	MOXA	NPORT 5130A-T	EA				0		0	194.00	0.00	SHI
n	Industrial Ethernet to Serial Server/Converter	Serial Comm	ETH-SER-EE9	EA		1	1	2	1	3	89.95	269.85	Serial Comm
o	DB9 Breakout Board With Spring Connection Terminals	WINFORD	BRK9P-R-N	EA		2	2	4		4	80.00	320.00	Graybar
p	30 cm Power Cable	"	CBL-P121NOPEN-BK-30	EA				0		0	9.00	0.00	SHI
q	35mm DIN Mounting Kit (Use to mount MOXA Media Converter	"	DK35A	EA				0		0	5.00	0.00	SHI
r	Mini DB9F-to-TB	"	501155	EA				0		0	112.00	0.00	SHI

Notes: The Moxa at DP 11 will become the Spare Terminal Server.

					SYS	DP-10	DP-11	Total	Spare	GT	UNIT COST	TOTAL COST	
<b>6 CORRIDOR FIELD NETWORK</b>													
a	4 port Managed Ethernet Switch/Layer II	CISCO	3000-4tc	EA				0		0	845.48	0.00	CDW
a	Cisco Solution Support - extended service agreement	CISCO	CON-SSSNT-IE34TC	EA				0		0	94.55	0.00	CDW
b	1000BASE (LC/1310nm/10km)	Axiom	GLC-LH-SM-AX	EA				0		0	42.00	0.00	SHI
c	1000BASE (LC/1310nm/40km)	Axiom	GLC-LX-SMD-AX	EA				0		0	153.00	0.00	SHI
d	100Base FX Switch (SM - 15 km - ST Connectors) - 4 Copper Ports	NTRON/Red Lion	106FXE2-ST-15-MDR	EA		1		1		1	646.00	646.00	SHI
e	Media Converter - SM - 15km - ST Connectors (100Base)	NTRON	102MCE-ST-15-MDR	EA				0		0	367.00	0.00	SHI
f	SM Duplex ST to ST - 3m	Quicktron	810-227-003	ea		2	2	4	2	6	9.00	54.00	SHI
g	SM Duplex LC to ST - 3m	Quicktron	810-L27-009	ea				0		0	5.00	0.00	SHI
h	SM Duplex LC to LC - 3m	Quicktron		ea				0		0	0.00	0.00	SHI
i	CAT5e Patch Cable (1m) (Not Plenum)	Any	Any	ea		1	1	2	2	4	0.00	0.00	SHI
j	AC-DC PS, 120W, 24DC, 5A - DIN Rail Mnt.	PULS	CP5.241	ea		1		1		1	0.00	0.00	BG Tech
k	24VDC Power Supply (4.2A) (100W)	Lamda	DSP100-24	ea				0		0			SHI

0.00

CCTV  
0.00

Corridor DMS  
0.00

Corridor MVD  
705.85

Corridor Fiber Network  
700.00

Graybar 235980703	\$	51.78	\$	103.56
Serial Comm QUOTE	\$	86.95	\$	269.85
Graybar 235980703	\$	24.50	\$	98.00



# QUOTATION

E000015882

American Products LLC  
 597 Evergreen Road  
 Strafford MO 65757  
 United States  
 417-736-2135

Email : mspringer@amprod.us

Customer / Prospect: 1587

JOJO SEVILLA  
 KAPSCH TRAFFICOM USA, INC. (1587)  
 ATTN: ACCOUNTS PAYABLE  
 2855 PREMIERE PARKWAY  
 SUITE F  
 DULUTH GA 30097

Phone:

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Estimator	Customer	Currency	
E000015882	NET 30	8/12/2020	10/11/2020	Springer, Michael	KC	USD	US Dollar	
Line	Quantity	UM	Item		Unit Price		Extended Price	
1	2.000	EA	AM-202822-9RU-F		821.99000		1,643.98	
			AP MINIFORT® 20"X28"X22" 9RU W/VENTS					
			AP MINIFORT® enclosure 20" tall x 28" wide x 22" deep 9 RU of equipment rack space. Enclosure finish is compliant to GR-487 paint specifications. Standard powder coating is light texture beige. Enclosure has screened and filtered vents with splash guards and is set up to accept fan option. Enclosure includes factory installed items below: - Designed to NEMA 3R standards - .090 (high strength to weight ratio) aluminum - Access door has S/S wind guard stops and ground cables - UL 94 compliant bulb gasket - Adjustable 19" rack rails (1 set) - 20 amp quad convenience receptacle - 5-position aluminum grounding terminal - (1) S/S ¼ turn latch that is pad lockable - Base has (4) 1.0" dia knockouts for cable entrance - Enclosure utilizes all S/S hardware - Includes door latch tool					
2	2.000	EA	AM-2418-WM		26.82000		53.64	
			WALL MOUNT BRACKET FOR MINI-FORT					
3	2.000	EA	AM-2418-PM		58.36000		116.72	
			POLE MOUNT BRACKET FOR MINI-FORT					



**QUOTATION**

E000015882

American Products LLC  
 597 Evergreen Road  
 Strafford MO 65757  
 United States  
 417-736-2135

Email : mspringer@amprod.us

**Customer / Prospect:** 1587

JOJO SEVILLA  
 KAPSCH TRAFFICOM USA, INC. (1587)  
 ATTN: ACCOUNTS PAYABLE  
 2855 PREMIERE PARKWAY  
 SUITE F  
 DULUTH GA 30097

**Phone:**

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Estimator	Customer Currency
E000015882	NET 30	8/12/2020	10/11/2020	Springer, Michael	KC	USD US Dollar

\*\*\*\*\*

LEAD TIME TBD AT RECEIPT OF ORDER  
 FREIGHT FOB STRAFFORD MO.  
 CUSTOMER RESPONSIBLE FOR FREIGHT CHARGES

\*\*\*\*\*

BY ACCEPTING THIS OFFER AND PURCHASING PRODUCTS FROM AMERICAN PRODUCTS L.L.C., THE BUYER AGREES TO THE TERMS AND CONDITIONS FOUND HERE --- ( <https://www.amprod.us/sales-terms> ) ---

**Sale Amount:** 1,814.34  
**Surcharge:** N/A  
**Sales Tax:** 0.00  
  
**Misc Charges:** 0.00  
**Total Amount:** 1,814.34

Thank you for the opportunity to submit a quotation. Our quotation is based upon assumed full disclosure of required specifications and is subject to change if your specifications change. \*Lead times listed are based on current business levels. Actual ship dates will be acknowledged at receipt of order. Custom Products are not returnable or refundable. – Thank you



2301 Denton Drive  
 Suite A  
 Austin, TX 78758  
 Phone - 512-336-2299  
 Fax - 512-336-3811  
 Email - alex@bg-technologies.com

# QUOTATION

Account # 001497  
 Quote # 216259  
 Date 08/07/20  
 Page 1

Kapsch TrafficCom USA, Inc  
 2855 Premiere Parkway  
 Suite F  
 Duluth, GA 30097

Terms Net 30 Days  
 Ship Via UPS Ground  
 FOB Shipping Point  
 Reference #  
 Contact Jojo Sevilla

Salesperson Alex Giles

Ln #	Item # / Customer Item # Description	Mfg / DC	Ship Date Request Date	Quantity	Unit Price	Ext Price
1	35152S 4860LI03679 35MMX15MMX2M DINRAIL BG Stock	ICD		1	10.00000	10.00
3	DS240S-120/G 4860LI03226037 AC 1-phase Type 2 Surge Protector, 120VAC 1 week ARO	CITEL		1	100.00000	100.00
4	OD1238-24HB-XC 4860LI03424018 ORION 120 X 120 X 38MM HIGH FLOW FAN 1 week ARO	ORION		2	22.00000	44.00
5	01141.0-00 4860LI02211006 01141.0-00 - Thermostat, KTS 011 Series, 0°C to +60°C 1 week ARO	STEGO		2	21.00000	42.00
6	6720005430 4860LI03279015 PWR ENT RCPT NEMA5-15 DIN SCREW 1 week ARO	WEIDMU		1	37.00000	37.00
7	106FXE2-ST-15-MDR RED 106FXE2-ST-15-MDR 106FXE2-ST-15-MDR;MDR OPT 3 weeks ARO	REDLIO		1	477.00000	477.00
8	CP5.241 4860LI03295070 120W, 1PH, 24-28VDC, 5.0-4.3A stock	PULS		1	115.53000	115.53

**QUOTE VALID FOR 30 DAY(S)**

\_\_\_\_\_  
 Authorized Signature



2301 Denton Drive  
Suite A  
Austin, TX 78758  
Phone - 512-336-2299  
Fax - 512-336-3811  
Email - alex@bg-technologies.com

# QUOTATION

Account # 001497  
Quote # 216259  
Date 08/07/20  
Page 2

Kapsch TrafficCom USA, Inc  
2855 Premiere Parkway  
Suite F  
Duluth, GA 30097

Terms: Net 30 Days  
Ship Via: UPS Ground  
FOB: Shipping Point  
Reference #  
Contact: Jojo Sevilla

Salesperson: Alex Giles

Ln #	Item # / Customer Item # Description	Mfg / DC	Ship Date Request Date	Quantity	Unit Price	Ext Price
					Subtotal:	825.53
					Order Total:	825.53

QUOTE VALID FOR 30 DAY(S)

\_\_\_\_\_  
Authorized Signature

**From:** [Hernandez Marc](#)  
**To:** [MBX KTC Tolling Solution Center Commodity Team](#)  
**Cc:** [DeSouza Marcelo](#); [Alicea Marion](#); [Webb Michael](#)  
**Subject:** FW: RFQ - 183S Equipment Panels  
**Date:** Monday, August 10, 2020 1:29:25 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)

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Team

In the email below are the quotes and lead times provided by vendor here in Austin for powder coating. They provided quotes for new 7U panels as well but if there is another vendor that can beat them then we go with that vendor.

Brooks Industrial Coatings already have the 11U panels on hand (delivered by the Webb) and are just waiting for a PO to powder coat these panels.

Here are the quotes I requested last week.

**Quote 1 PROJECT: 183S PHII-B (BOM)**

Qty. 2 7U Equipment Panel - (New Panel) Fabricate and Powder Coat Gray ANSI 61- see attached drawing for dimensions

**Quote 2 PROJECT: 290E PHIII – no bom yet**

Qty.2 11U Equipment Panel (Existing Panel) Powder coat Gray ANSI 61 – see attached drawing for dimensions

**Quote 3 PROJECT: MOPAC – (BOM)**

Qty.2 7U Equipment Panel (New Panel) Fabricate and Powder Coat Gray ANSI 61– see attached drawing for dimensions

**Quote 4 PROJECT: 183A-Retrofit**

Qty.4 11U Equipment Panel (Existing Panel) Powder Coat Gray ANSI 61 – see attached drawing for dimensions

I CC'd Marion so that he is aware of what's happening with the existing panels in inventory.

---

**Marc Hernandez, E.I.T.**

Systems Engineer I | SC Tolling System Engineering

Phone +1 737 204 7020 | Mobile +1 512 468 7470

[marc.hernandez@kapsch.net](mailto:marc.hernandez@kapsch.net)

**Kapsch TrafficCom North America** | 7701 Metropolis Dr, Building 14 | Suite 100 | Austin, TX 78744 | USA

[www.kapsch.net](http://www.kapsch.net)



---

**From:** James Brooks <jbbrooks@bic-texas.com>  
**Sent:** Thursday, August 6, 2020 3:13 PM  
**To:** Hernandez Marc <Marc.Hernandez@kapsch.net>  
**Subject:** RE: RFQ - 183S Equipment Panels

Hello Marc, fabrication lead time is 2 weeks, and the powder coating is 2-4 production days.

Thanks

James B. Brooks  
Brooks Industrial Coatings

[www.bic-texas.com](http://www.bic-texas.com)

512-990-5333 ex 3

***Drop-Off and Pick-up Orders:  
Mon – Thurs 7:30am – 4:30pm  
Friday 7:30am – 12:00 Noon  
While the main office is open  
on Friday, we are not in production.***

---

**From:** Hernandez Marc <[Marc.Hernandez@kapsch.net](mailto:Marc.Hernandez@kapsch.net)>  
**Sent:** Thursday, August 6, 2020 9:56 AM  
**To:** James Brooks <[jbbrooks@bic-texas.com](mailto:jbbrooks@bic-texas.com)>  
**Subject:** RE: RFQ - 183S Equipment Panels

James what is the lead times?

---

**Marc Hernandez, E.I.T.**  
Systems Engineer I | SC Tolling System Engineering  
**Phone** +1 737 204 7020 | **Mobile** +1 512 468 7470  
[marc.hernandez@kapsch.net](mailto:marc.hernandez@kapsch.net)

**Kapsch TrafficCom North America** | 7701 Metropolis Dr, Building 14 | Suite 100 | Austin, TX 78744 | USA  
[www.kapsch.net](http://www.kapsch.net)





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**From:** James Brooks <[jbbrooks@bic-texas.com](mailto:jbbrooks@bic-texas.com)>  
**Sent:** Wednesday, August 5, 2020 4:33 PM  
**To:** Hernandez Marc <[Marc.Hernandez@kapsch.net](mailto:Marc.Hernandez@kapsch.net)>  
**Subject:** RE: RFQ - 183S Equipment Panels

Hello Marc, I have pricing below. If you have any questions please give me a call.

Qty. 2 7U Equipment Panel - (New Panel) Fabricate and Powder Coat Gray ANSI 61- see attached drawing for dimensions Fabrication: \$60.22, Powder Coat: \$17.97 each

Qty.2 11U Equipment Panel (Existing Panel) Powder coat Gray ANSI 61 – see attached drawing for dimensions: \$20.16 each

Qty.2 7U Equipment Panel (New Panel) Fabricate and Powder Coat Gray ANSI 61– see attached drawing for dimensions: Fabrication: \$60.22 each, Paint: \$17.97 each.

Qty.4 11U Equipment Panel (Existing Panel) Powder Coat Gray ANSI 61 – see attached drawing for dimensions : \$20.16 each

Minimum lot charge for Fabrication \$150. Minimum lot charge for Powder Coat is \$150.

Thanks

James B. Brooks  
Brooks Industrial Coatings

[www.bic-texas.com](http://www.bic-texas.com)

512-990-5333 ex 3

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Mon – Thurs 7:30am – 4:30pm  
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While the main office is open  
on Friday, we are not in production.***

---

**From:** Hernandez Marc <[Marc.Hernandez@kapsch.net](mailto:Marc.Hernandez@kapsch.net)>  
**Sent:** Tuesday, August 4, 2020 4:34 PM  
**To:** [jbbrooks@bic-texas.com](mailto:jbbrooks@bic-texas.com)

**Subject:** RE: RFQ - 183S Equipment Panels

James,

I need three separate quotes:

**Quote 1 PROJECT: 183S PHII-B**

Qty. 2 7U Equipment Panel - (New Panel) Fabricate and Powder Coat Gray ANSI 61- see attached drawing for dimensions

**Quote 2 PROJECT: 290E PHIII**

Qty.2 11U Equipment Panel (Existing Panel) Powder coat Gray ANSI 61 – see attached drawing for dimensions

**Quote 3 PROJECT: MOPAC**

Qty.2 7U Equipment Panel (New Panel) Fabricate and Powder Coat Gray ANSI 61– see attached drawing for dimensions

**Quote 4 PROJECT: 183A-Retrofit**

Qty.4 11U Equipment Panel (Existing Panel) Powder Coat Gray ANSI 61 – see attached drawing for dimensions

---

**Marc Hernandez, E.I.T.**

*Systems Engineer I | SC Tolling System Engineering*

**Phone** +1 737 204 7020 | **Mobile** +1 512 468 7470

[marc.hernandez@kapsch.net](mailto:marc.hernandez@kapsch.net)

**Kapsch TrafficCom North America** | 7701 Metropolis Dr, Building 14 | Suite 100 | Austin, TX 78744 | USA

[www.kapsch.net](http://www.kapsch.net)



---

**From:** [jbbrooks@bic-texas.com](mailto:jbbrooks@bic-texas.com) <[jbbrooks@bic-texas.com](mailto:jbbrooks@bic-texas.com)>

**Sent:** Wednesday, July 22, 2020 11:15 AM

**To:** Hernandez Marc <[Marc.Hernandez@kapsch.net](mailto:Marc.Hernandez@kapsch.net)>

**Subject:** RE: RFQ - 183S Equipment Panels

Hello Marc, it was great talking to you about this project. Down below I have the pricing.

\$20.16 each

Minimum lot charge \$150

The lead time is 4-5 production days

Thanks

James B. Brooks

Brooks Industrial Coatings

[www.bic-texas.com](http://www.bic-texas.com)

512-990-5333 ex 3

**Drop-Off and Pick-up Orders:**

**Mon – Thurs 7:30am – 4:30pm**

**Friday 7:30am – 12:00 Noon**

**While the main office is open  
on Friday, we are not in production.**

---

**From:** Hernandez Marc <[Marc.Hernandez@kapsch.net](mailto:Marc.Hernandez@kapsch.net)>

**Sent:** Wednesday, July 22, 2020 10:53 AM

**To:** [jbbrooks@bic-texas.com](mailto:jbbrooks@bic-texas.com)

**Subject:** RFQ - 183S Equipment Panels

Morning,

I have qty. 6 equipment panels that need power coating (Gray - ANSI 61). I have a drawing I can provide as well. Basically these equipment Panels are made out of 16GA sheet metal (19"x 19.20"x 10"). I would like to know a price and lead time. I can have my guys drop off/ pick up these panels.

---

**Marc Hernandez, E.I.T.**

*Systems Engineer I | SC Tolling System Engineering*

**Phone** +1 737 204 7020 | **Mobile** +1 512 468 7470

[marc.hernandez@kapsch.net](mailto:marc.hernandez@kapsch.net)

**Kapsch TrafficCom North America** | 7701 Metropolis Dr, Building 14 | Suite 100 | Austin, TX 78744 | USA

[www.kapsch.net](http://www.kapsch.net)



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1922 WAUKESHA DR  
 PFLUGERVILLE TX 78660-2033  
 Phone: 512-421-2300  
 Fax: 512-323-5722

To: KAPSCH TRAFFICOM TRANSPORTATION NA INC  
 211 EAST 7TH STREET, STE 800  
 AUSTIN TX 78701-3366  
 Attn: Alex Godfrey  
 Phone: 000-000-0000  
 Fax:  
 Email: justin.halliburton@graybar.com

Date: 08/12/2020  
**Proj Name:**  
**GB Quote #:** 0235980703  
 Release Nbr:  
 Purchase Order Nbr: QUICKTRON  
 Additional Ref#  
 Valid From: 08/11/2020  
 Valid To: 09/10/2020  
 Contact: JUSTIN HALLIBURTON  
 Email: justin.halliburton@graybar.com

### Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	6 EA	ORTRONICS	OR-810-227-003	1M ST-ST DPLX 9/125 FIBER CBL	\$15.00	1	\$90.00	
GB Part #: 22085522    UPC #: 88481576027 ***Item Note:*** <b>** 800 in stock at the factory - Plus Freight</b>								
200	1 EA	SQUARE D CO.	QOU115	MINIATURE CIRCUIT BREAKER 120/240V 15A	\$30.49	1	\$30.49	
GB Part #: 88243324    UPC #: 78590141850 ***Item Note:*** <b>** There could be a 2 week leadtime on this item. The factory was shut down durning COVID. Seeing delays Nation wide. Plus Freight</b>								
300	4 EA	ALLEN TEL	AT1503EV-BU	CAT 5E VIP 3FT BLU	\$1.86	1	\$7.44	
GB Part #: 99506148    UPC #: 79915861671								
400	4 EA	WINFORD ENGINEERING	NOF WINFORD ENGINEERING		\$24.50	1	\$98.00	
***Item Note:*** <b>BRKG9F-R-N</b> <b>** Stock at factory in Michigan, Plus Frieight</b>								
500	2 EA	L-COM	NOF L-COM INC		\$51.78	1	\$103.56	
***Item Note:*** <b>AL-D15P24DW Weather Resistant Lightning Surge Protector for RS-485 &amp; 24VDC Power Lines LCOM</b>								

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: KAPSCH TRAFFICOM TRANSPORTATION NA INC  
211 EAST 7TH STREET, STE 800  
AUSTIN TX 78701-3366  
Attn: Alex Godfrey

Date: 08/12/2020

Proj Name:  
GB Quote #: 0235980703

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

**\*\* Stock at Factory, Plus freight**

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**Total in USD (Tax not included): \$329.49**

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

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Unless noted the estimated ship date will be determined at the time of order placement.**

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To: KAPSCH TRAFFICOM TRANSPORTATION NA INC.  
211 EAST 7TH STREET, STE 800  
AUSTIN TX 78701-3366  
Attn: Alex Godfrey

Date: 08/12/2020  
Proj Name:  
GB Quote #: 0235980703

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

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### GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. **PRICES AND SHIPMENTS** - Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and/or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and/or services appropriately to take into account such increases in Graybar's costs.
3. **RETURN OF GOODS** - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned.
4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. **DELAY IN DELIVERY** - Graybar is not to be accountable for delays in delivery of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are best estimates, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in provision of services, shipment or delivery.
6. **LIMITED WARRANTIES** - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods as indicated in the statement of work may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. **GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR.**
7. **PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.**
8. **LIMITATION OF LIABILITY** - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
9. **WAIVER** - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
10. **MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
11. **REELS** - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
12. **CERTIFICATION** - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
13. **FOREIGN CORRUPT PRACTICES ACT** - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
14. **ASSIGNMENT** - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
15. **GENERAL PROVISIONS** - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
16. **PAYMENT TERMS** - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
17. **EXPORTING** - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.
18. **CANCELLATION; CHANGES FOR SERVICES** - Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.

Signed: \_\_\_\_\_

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

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Unless noted the estimated ship date will be determined at the time of order placement.



# QUOTATION

Aug 7, 2020

**Prepared by:** Giovanni Castiglione

**Quote validity:** 60 days

**Quotation for:**

Kapsch TrafficCom USA Inc.  
 7701 Metropolis Drive, Suite 100  
 78744, Austin, Texas

PART NUMBER	DESCRIPTION	QUANT	UNIT PRICE	AMOUNT
ETH-SER-EE9	Industrial Ethernet to Serial Server/Converter	3	\$86.95	\$260.85
<b>PRODUCT TOTAL:</b>				<b>\$260.85 USD</b>
<b>SHIPPING</b>	Free shipping			\$0.00
	FedEx, UPS and DHL express shipping options also available			
<b>AVAILIBLTY</b>	Stock - Can ship same day ordered			
<b>TERMS</b>	NET 30 TERMS			

If you have any questions concerning this quotation, please contact Mordy Naftaly at 1-877-218-7964 ext. 704 or sales@serialcomm.com.

**THANK YOU FOR YOUR BUSINESS!**

REV 1.3 - 2/22/2018



Jeddy Ventures LLC  
 DBA SerialComm  
 1298 Evans Road  
 Wall Township, NJ 07719

PHONE	1 (877) 218-7964
FAX	1 (732) 749-3598
E-MAIL	sales@serialcomm.com
WEB SITE	www.serialcomm.com



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 28, 2020  
**AGENDA ITEM #10**

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Discuss and consider approving Amendment No. 1 to the Professional Engineering Design Services contract with Rodriguez Transportation Group, Inc. for construction phase services on the 183A Phase III Project

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Justin Word, P.E., Director of Engineering
Associated Costs:	\$800,000 (included within the current Not to Exceed)
Funding Source:	General Fund (to be reimbursed with Project Funds)
Action Requested:	Consider and act on draft resolution

**Project Description** - The Mobility Authority is proposing to extend 183A north from Hero Way to north of SH 29 to accommodate forecasted traffic volumes along the US 183 corridor. The 6.6-mile Phase III proposed tollway project will initially have two tolled lanes in each direction with an option to widen to three lanes in the future. The proposed tollway will be located mostly in the existing right-of-way within the median of the US 183 corridor. The extension will also feature a shared use path north from Hero Way to the proposed Seward Junction Loop project.

**Previous Actions** - On September 30, 2020 the Board awarded a construction contract to The Lane Construction Corporation. Previously, on January 30, 2019 the Mobility Authority Board approved a contract with Rodriguez Transportation Group, Inc. for professional engineering design services for the 183A Phase III Project and authorized the Executive Director to negotiate and execute Work Authorizations that cumulatively will not exceed \$12,475,739.66. When this professional engineering design services contract was awarded, the Mobility Authority's practice was to authorize design services and construction phase services separately. Both the design and construction phase services were anticipated and included in the scope of work described in the Request for Qualifications. The not to exceed budget approved in the original contract includes the construction phases services.



**Action Requested** - During construction, the design engineer reviews and approves shop drawings, responds to requests for information, answers general questions regarding the design from the contractor, and provides project management support. These construction phase services are within the current contractual not to exceed amount, so no additional funds are being requested.

The contract is currently set to terminate on January 31, 2024 unless otherwise extended. The proposed amendment extends the contract to December 31, 2024 which is in-line with the currently forecasted open to tolling date.

**Action requested/Staff Recommendation** - Staff recommends approval of a contract amendment with Rodriguez Transportation Group to add construction phase services for the 183A Phase III Project and extending the contract termination date with Rodriguez Transportation Group, Inc. from January 31, 2024 to December 31, 2024.

**Financing** - General Fund (to be reimbursed with Project Funds).

Backup Provided: Draft Resolution  
Draft Contract Amendment No. 1

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

**RESOLUTION NO. 20-0XX**

**APPROVING AMENDMENT NO. 1 TO THE  
PROFESSIONAL ENGINEERING DESIGN SERVICES CONTRACT  
WITH RODRIGUEZ TRANSPORTATION GROUP, INC. FOR  
CONSTRUCTION PHASE SERVICES ON THE 183A PHASE III PROJECT**

WHEREAS, by Resolution No. 19-002, dated January 30, 2019, the Board of Directors approved a contract with Rodriguez Transportation Group, Inc. (“RTG”) for Professional Engineering Design Services for the design of the 183A Phase III Project (the “Contract”); and

WHEREAS, the original procurement for professional engineering design services for the 183A Phase III Project contemplated the provision of construction phase services and the budget for these services was included in the original Contract amount; and

WHEREAS, the Executive Director and RTG have negotiated proposed Amendment No. 1 to the Contract to (1) incorporate construction phase services at no additional cost to the Mobility Authority and (2) extend the term of the Contract through December 31, 2024; and

WHEREAS, the Executive Director recommends that the Board approve proposed Amendment No. 1 to the Contract in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board approves Amendment No. 1 to the contract with Rodriguez Transportation Group, Inc. for Professional Engineering Design Services on the 183A Phase III Project, and authorizes the Executive Director to finalize and execute Amendment No. 1 in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of October 2020.

Submitted and reviewed by:

Approved:

---

Geoffrey Petrov, General Counsel

---

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

**Exhibit A**

**AMMENDMENT NO. 1 TO CONTRACT  
FOR PROFESSIONAL ENGINEERING SERVICES**

**THIS AMMENDMENT NO. 1 TO THE CONTRACT FOR ENGINEERING DESIGN SERVICES** is made pursuant to the terms and conditions of Article 5 of the Contract for professional engineering design Services (the “Contract”) entered into by and between the Central Texas Regional Mobility Authority (the Authority”) and Rodriguez Transportation Group, Inc (the “Engineer”) dated 2/21/2019.

The following terms and conditions of the Contract are hereby amended as follows:

**ARTICLE 2.** The contract termination date shall be extended to December 31, 2024, unless extended by written instrument establishing a new term.

**ARTICLE 5 (F) (2) More Time Needed.** If the Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, the Engineer shall promptly notify the Authority. The Executive Director, at his sole discretion, may extend the Work Authorization period by execution of a Work Authorization or Supplemental Work Authorization, using the form attached hereto.

**ARTICLE 7 (B) Reinstatement.** A Work Authorization may be reinstated and resumed in full force and effect within thirty (30) days of receipt of written notice from the Executive Director to resume the work. Both parties may waive the thirty (30) day notice in writing.

**ATTACHMENT A.** The Scope of Services to be provided by The Engineer shall be amended to include Construction Phase Services.

The total amount payable under the Contract remains at an amount not to exceed **\$12,475,739.66**.

This Amendment to the Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Contract not hereby amended are to remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment to the Contract is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

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

\_\_\_\_\_  
Mark E. Rodriguez

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

\_\_\_\_\_  
President

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

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

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

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

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

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

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

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

# **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

## **CONTRACT FOR**

### **PROFESSIONAL ENGINEERING DESIGN SERVICES**

**THIS CONTRACT FOR PROFESSIONAL ENGINEERING DESIGN SERVICES** (the “Contract”) is made by and between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas 78705, (the “Authority,”) and Rodriguez Transportation Group, Inc. having its principal business address at 11211 Taylor Draper Lane Suite 100 Austin, TX 78759 (the “Engineer”).

#### **WITNESSETH**

**WHEREAS**, the Authority desires to contract for services generally described as professional engineering design services, and more specifically described in Article 1 (the “Services”); and,

**WHEREAS**, pursuant to a qualifications-based selection conducted in accordance with the Professional Services Procurement Act (Tex. Gov’t Code Sec. 2254.001, et. seq.), and the Authority’s Policy Code regarding the procurement of professional services, the Authority has selected the Engineer to provide the needed Services; and

**WHEREAS**, 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 Engineer will perform the Services and provide the items necessary for fulfillment of the Contract as identified in Attachment A, Services to be Provided by the Engineer. All Services provided by the Engineer shall comply with the terms and conditions of this Contract and any Work Authorizations issued pursuant hereto. All Services provided by the Engineer will 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.

This Contract does not obligate the Authority or the Executive Director to proceed with the Services or authorize the performance of work through a Work Authorization.

**ARTICLE 2  
CONTRACT PERIOD**

This Contract becomes effective when fully executed by all parties hereto and it shall terminate on December 31, 2024, unless extended by written instrument establishing a new term.

**ARTICLE 3  
COMPENSATION**

Compensation for the performance of the Services shall be provided as follows:

**A. Maximum Amount Payable.** The total amount payable under the Contract without modification is an amount not to exceed \$12,475,739.66.

**B. Methods for Compensation.** The method for compensating Engineer for Services performed shall be specified in the Work Authorization issued pursuant to Article 5 and shall be one of the following types:

(1) Cost-Plus

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), the Authority will agree to pay, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, hourly rates for the staff working on the assignment computed as follows:

Direct Labor Cost x (1.0 + OH Rate) x (1.0 + Profit %, in decimal form)

where Direct Labor Cost equals employee's actual annual salary divided by 2080 hours per year (subject to any applicable cap); OH Rate equals the Engineer's most recent auditable overhead rate under 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR) or otherwise approved overhead rate pursuant to this subsection 2.A; and Profit % reflects a ten percent (10%) profit. No increase shall be made to the specified profit percentage.

The Direct Labor Cost caps for the classifications of employees working for the Authority as of the Contract execution of this Contract are reflected in Attachment B. Revisions to Direct Labor Cost caps for employee classifications and the auditable overhead rate may be proposed no more frequently than once per calendar year, and no sooner than 12 months after Contract execution, and are subject to the written approval of the Executive Director or his designee.

The actual annual salaries for all Key Team Members and employees anticipated to work a minimum of 40 hours/month will be set as of the Contract execution. Revisions to actual annual salaries billed to the Authority may be proposed no more frequently than once per calendar year, and no sooner than 12 months after Contract execution, are limited to no more than a 3% increase per year, and are subject to the written approval of the Executive Director or his designee. Actual annual salaries billed to the Authority in excess of the 3% annual increase threshold will

be considered only on a case by case basis and shall be approved by the Executive Director or his designee in writing.

The Authority shall have the right to review and/or audit the Engineer's Direct Labor Costs, auditable overhead rates, and annual salaries of Key Team Members upon written request. Once approved, the range of Direct Labor Costs and auditable overhead rate will be used going forward until the next annual adjustment is requested and approved. Changes to the auditable overhead rate will not be applied retroactively to Direct Labor Costs incurred in the previous year. If the Engineer or a subconsultant of the Engineer does not have a FAR Part 31 overhead rate, they may submit, for Authority approval, alternate documentation supporting an appropriate auditable overhead rate. If an auditable overhead rate is not submitted or available, fixed hourly rates must be submitted per subsection 3.B.4. During the term of this Contract the Engineer shall provide to the Executive Director or his designee, prior to requesting any adjustment to its auditable overhead rate, a copy of the report establishing a new FAR Part 31 rate for the Engineer.

The payment of the hourly rates and allowed costs shall constitute full payment for all Services, liaisons, products, materials, and equipment required to deliver the Services.

#### (2) Unit Cost

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), the Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an agreed upon unit price times the number of units completed for each billing. This method of payment is generally reserved for work which has a definable work product but the quantity is uncertain and the Engineer assumes the risks for all costs. Each invoice submitted shall identify the specific Contract task(s) listed in Exhibit B and the completed work product/deliverable for the agreed upon price listed in Exhibit D Budget.

#### (3) Lump Sum

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), the Authority will agree to pay Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in

this Contract and the Work Authorization, a Lump Sum amount for the specified category of services.

The Lump Sum will include compensation for Engineer's services and services of subconsultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

The portion of the Lump Sum amount billed for Engineer's Services will be based upon Engineer's estimate, as approved by the Authority, of the proportion of the total Services completed during the billing period to the Lump Sum amount.

#### (4) Specified Rate

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), and for the specified category of services, the Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an amount equal to the cumulative hours charged to the specific project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Services performed on the specific project, plus Reimbursable Expenses and sub consultant's charges, if any.

Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached are included in Attachment B.

The total estimated compensation for the specified category of services shall be stated in the Work Authorization. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and sub consultants' charges, if any.

The amounts billed will be based on the cumulative hours charged to the specified category of services during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's sub consultant's charges, if any.

Revisions to the Standard Hourly Rates may be proposed no more frequently than once per calendar year, and no sooner than 12 months after contract execution, and are subject to written approval of the Executive Director or his designee.

**C. Limitations on Rates Utilized.** The Engineer represents that at all times, subject to the limitations on timing and approval in subsection 2.A, throughout the term of this Contract that it shall not use an auditable overhead rate that exceeds the rate determined in accordance with FAR Part 31 (or successor regulations); and shall be based on actual salary amounts for the individuals performing the Services; that the Direct Labor Costs shall not exceed the caps reflected



in Attachment B and shall be based on actual salary amounts for the individuals performing the Services.

**D. Reimbursable Expenses.** As indicated above, and subject to the terms of any Work Authorization, the compensation computed in accordance with subsections 3.A. and B. is anticipated by the Authority and the Engineer to be full and sufficient compensation and reimbursement for the Services, and includes all customary out-of-pocket expenses anticipated to result from the Engineer's performance under the Contract that are included in the computation of the approved overhead rate. Roadway tolls incurred by Engineer or any of its subconsultants in connection with the performance of the Services will not be a reimbursable expense under this Contract. Notwithstanding the foregoing, and subject to the limitations herein, the Engineer shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the Engineer that are necessary for the performance of its duties under this Contract and which are not included in the approved overhead rate, said expenses being limited to travel costs at the Current State Rate, printing costs for specified reports and deliverables, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the Engineer employee or subconsultant, and other expenses directly approved, in advance, by the Executive Director or his designee (collectively, "Reimbursable Expenses"). Except as otherwise authorized in an executed Work Authorization, and only then to the extent reimbursable by the Texas Department of Transportation ("TxDOT") under the terms of any form of financial assistance agreement, the Authority shall not reimburse the Engineer for travel, lodging, and similar expenses incurred by the Engineer to bring additional staff to its local office or to otherwise reassign personnel to provide basic engineering support of the Engineer's performance of the Services, provided, however, that the Authority shall reimburse, but only in accordance with the terms of this subsection, such costs incurred by the Engineer to bring to its local office or the Authority's facilities, with advance approval by the Executive Director or his designee, staff with specialized skills or expertise required for the Services and not customarily available from a staff member providing services of the type described in this Contract.

Engineer acknowledges that all expenses and costs paid or reimbursed by the Authority using federal or state funds shall be paid or reimbursed in accordance with, and subject to, applicable policies of the Authority and other applicable state and federal laws, including the applicable requirements of OMB Circular A-87, which may reduce the amount of expenses and costs reimbursed to less than what was incurred.

The Engineer shall acquire all goods and services subject to the reimbursement by the Authority under this Contract on a tax-free basis pursuant to the Authority's tax-exempt status described in subsection 2.G. This provision applies to the extent the Authority's tax exempt status can reasonably be extended to purchases made directly by the Engineer.

**E. Subconsultants.** For the purposes of this Contract, a "subconsultant" is an individual or entity contracted by the Engineer to provide services related to or part of those which the Engineer owes to the Authority under this Contract. The Engineer may engage a subconsultant to provide services, and the Authority will reimburse the Engineer for the Engineer's cost of engaging the subconsultant for those services, if the Engineer provides a written description of the proposed services and the proposed price (using rates approved in Attachment B), to the Authority before the Services are provided and the Authority has provided to the Engineer a written approval for the Services and the proposed price. If an approved subconsultant bills on an hourly rate, each invoice from the subconsultant submitted to the Authority for reimbursement must report the tasks

performed by each billing person and the amount of time spent performing the task. The Engineer may not charge a mark-up or commission on a subconsultant's invoice, and the Authority will not reimburse the Engineer in an amount that exceeds the price proposal from the subconsultant that was approved by the Authority.

**F. Non-compensable Time.** Time spent by the Engineer's personnel or subconsultants in an administrative or supervisory capacity not related to the performance of the Services is not compensable and shall not be billed to the Authority. Time spent on work in excess of what would reasonably be considered appropriate under industry standards for the performance of such Services is not compensable, unless that additional time spent resulted from the Authority's delay in providing information, materials, feedback, or other necessary cooperation to the Engineer. The Authority will not pay any hourly compensation to the Engineer for Services or deliverables required due to an error, omission, or fault of the Engineer.

**G. Consistency of Classification/Duties and Hourly Rates.** Time spent by the Engineer's employees or subconsultants to perform services or functions capable of being carried out by other, subordinate personnel with a lower hourly rate shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel.

**H. Taxes.** All payments to be made by the Authority to the Engineer pursuant to this Contract are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. Title to any consumable items purchased by the Engineer in performing this Contract shall be deemed to have passed to the Authority at the time the Engineer takes possession or earlier, and such consumable items shall immediately be marked, labeled, or physically identified as the property of the Authority, to the extent practicable.

#### **ARTICLE 4 INVOICE REQUIREMENTS**

The Engineer shall submit its monthly invoices certifying the fees charged and any Reimbursable Expenses for Services provided during the previous month, and shall also present a reconciliation of monthly invoices (and related estimates) to which the work relates. Each invoice shall be in such detail as is required by the Authority and, if the work is eligible for payment through an agreement with TxDOT, in such detail as TxDOT may require, including a breakdown of Services provided on a project-by-project basis, together with other Services requested by the Authority. Upon request of the Authority, the Engineer shall also submit certified time and expense records directly related to Services provided to the Authority, and copies of invoices that support invoiced fees and Reimbursable Expenses. All invoices must be consistent with the rates established by this Contract and the compensation method specified in the Work Authorization. Unless waived in writing by the Executive Director, or his designee, no invoice may contain, and the Authority will not be required to pay, any charge for billable hours which is more than (90) days old at the time of invoicing.

**A. Form of Invoices.** The invoice shall show: (1) the Work Authorization number for each Work Authorization included in the billing; (2) the total amount earned thru the billing period; and (3) the amount due and payable as of the date of the current billing statement for each Work

Authorization. The invoice shall indicate if the work has been completed or if the invoice is for partial completion of the work. The invoice shall be in the form provided by the Authority.

**B. Disadvantaged Business Enterprise (DBE)/Historically Underutilized Business (HUB) Forms.** The Engineer will be responsible for completing and including with each invoice all TxDOT required DBE/HUB reporting forms included in Exhibits E, and F of Attachment C - Work Authorization(s).

**C. Time and Place of Payment.** Upon receipt of an invoice that complies with all invoice requirements set forth in this Contract, the Authority shall make a good faith effort to pay the amount, which is due and payable within thirty (30) days, provided that if all or a portion of the Services reflected in the invoice are to be reimbursed by TxDOT through an agreement between TxDOT and the Authority, the Authority shall make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT. **If the Authority disputes a request for payment by the Engineer, the Authority agrees to pay any undisputed portion of the invoice when due. The basis for any such dispute must be stated in writing within thirty (30) days after the Authority's receipt of the monthly invoice.**

**D. Withholding Payments.** The Authority reserves the right to withhold payment of all or portion of the Engineer's invoice in the event of any of the following: (1) a dispute over all or part of the work performed or costs thereof is not resolved within a thirty (30) day period following receipt of the invoice; (2) verification of satisfactory work performed has not been completed; or (3) if required reports (including third-party verifications, if any) are not received.

**E. Invoice and Progress Report Submittal Process.** The protocol for invoice and progress report submittal, review, and approval will be as follows:

- (1) The invoice submittal shall include:
  - Progress report
  - Forecast for completion of the scope
  - Invoice
  - Supporting documents as requested
- (2) A progress report shall be submitted to Authority at least once each calendar month;
- (3) An update to the project schedule (using critical path method analysis) indicating the project's overall status versus the baseline schedule (originally submitted with the Project Management Plan) shall be submitted to Authority at least once each calendar month;
- (4) In the event that invoices are not submitted on a monthly basis, a monthly submittal of the progress report information will be required nevertheless;
- (5) The invoice submittal shall not be later than the 10<sup>th</sup> day of the month following service unless otherwise directed;
- (6) As it relates to the Authority's end of fiscal year closeout efforts, the Engineer shall submit the invoice including their services through June 30<sup>th</sup> for a given year no later than July 7<sup>th</sup> of that same year;

- (7) The Authority and/or the Authority's GEC (as defined below) will review the invoices to confirm that supporting documentation is included, and for compliance with the Contract and consistency with the submitted progress report; and
- (8) The invoice will either be recommended for approval by the Authority and/or GEC, or the Authority and/or GEC will return it to the Engineer for required correction.

**F. Effect of Payments.** No payment by the Authority shall relieve the Engineer of its obligation to perform on a timely basis the Services required under this Contract. If, prior to acceptance of any Service, product or other deliverable, the Authority determines that said Service, product or deliverable does not satisfy the requirements of this Contract, the Authority may reject same and require the Engineer to correct or cure same within a reasonable period of time and at no additional cost to the Authority.

**G. Audit.** The Authority shall have the right to examine the books and records of 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 any pending litigation has been completely and fully resolved and the Authority approves of the destruction of records, whichever occurs last. The Authority or any of its duly authorized representatives, 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 5 WORK AUTHORIZATIONS**

**A. Use.** The Engineer shall not begin any work until the Executive Director and the Engineer have signed a Work Authorization and received a Notice to Proceed as defined in the Work Authorization. Costs incurred by the Engineer before a Work Authorization is fully executed or after the completion date specified in the Work Authorization are not eligible for reimbursement. Services performed shall be in strict accordance with the scope, schedule, and budget set forth in each Work Authorization issued pursuant to this Contract, and no Services shall be performed which are not the subject of a validly issued Work Authorization. The Executive Director will issue Work Authorizations using the form attached as Attachment C (or in a form substantially similar to Attachment C) to authorize all work under this Contract. No work shall begin on the activity until the Work Authorization is approved and fully executed. 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 and a full description of the work required to perform those Services (2) a full description of general administration tasks exclusive to that Work Authorization (3) a work schedule (including beginning and ending dates) with milestones; (4) the basis of payment whether cost-plus, unit cost, lump sum, or specified rate; (5) a Work Authorization budget as

described in subsection C below ; and (6) DBE/HUB Requirements. The Engineer shall not 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 using the fees set forth in Attachment B; (3) a work plan that includes a list of the work to be performed; and (4) a maximum cost (not-to-exceed) amount or unit or lump sum cost and the total cost or price of the work as defined in the Work Authorization.

**D. No Guaranteed Work.** Work Authorizations will be issued at the sole discretion of the Executive Director. While it is the Executive Director's intent to issue Work Authorizations hereunder, the Engineer shall have no cause of action conditioned upon the lack of, failure to issue, 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 in accordance with the terms thereof.

**F. Supplemental Work Authorizations.** Before additional work may be performed or additional costs incurred beyond those authorized in a Work Authorization, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization in the form identified and attached hereto as Attachment D. Supplemental Work Authorizations, if required, must be executed by both parties. 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 the performance or prior to the execution of the Supplemental Work Authorization. The Authority shall take such time as it deems necessary, in its sole discretion, to review the Supplemental Work Authorization.

**(1) Notice.** If the Engineer is of the opinion that any assigned work is beyond the scope of this Contract and constitutes additional work beyond the Services to be provided under this Contract or a Work Authorization, it shall promptly notify the Authority and submit written justification presenting the facts of the work and demonstrating how the work constitutes supplementary work.

**(2) More Time Needed.** If the Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, the Engineer shall promptly notify the Authority. The Executive Director, at his sole discretion, may extend the Work Authorization period by execution of a Work Authorization or Supplemental Work Authorization, using the form attached hereto.

**(3) 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 Executive Director's approval. The Executive Director shall analyze the proposed justification, work hour estimate and cost. Upon approval of the need,

the Executive Director shall negotiate the Supplemental Work Authorization scope with the Engineer, and then process the final Supplemental Work Authorization, subject to final written approval by the Executive Director.

**(4) 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 incurred 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 6 PROGRESS**

**A. Progress meetings.** As required and detailed in the Work Authorizations or as otherwise directed by the Authority, 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 and as required and detailed in the Work Authorizations, conferences shall be held at the Engineer's office, the office of the Authority, or at other locations designated by the Authority. These conferences may also include evaluation of the Engineer's Services and work when requested by the Authority.

**C. 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 state/federal assistance needed to resolve the situation; and

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

**D. Corrective Action.** Should the Authority determine that the progress of work does not satisfy the milestone schedule (or other deadlines) set forth in a Work Authorization, the Authority shall review the work schedule with the Engineer to determine the nature of corrective action needed. The Authority's participation in reviewing the work schedule and determining corrective actions needed will not, in any way, excuse the Engineer from any responsibility or costs of failure to timely perform the Services.

**E. 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 the Work Authorization. The Authority may, at its sole discretion, modify the work schedule to incorporate an extension of time.

## **ARTICLE 7 SUSPENSION OF WORK AUTHORIZATION**

**A. Notice.** Should the Executive Director desire to suspend a Work Authorization (or a portion of the work authorized thereunder) but not terminate the Contract, the Executive Director may provide written notification to the Engineer, giving ten (10) business days prior notice. Both parties may waive the ten (10) business day notice requirement in writing.

**B. Reinstatement.** A Work Authorization may be reinstated and resumed in full force and effect within thirty (30) days of receipt of written notice from the Executive Director to resume the work. Both parties may waive the thirty (30) 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 8 CHANGES IN WORK**

**A. Work Previously Submitted as Satisfactory.** If the Engineer has submitted work in accordance with the terms of this Contract and Work Authorization(s) 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 and Work Authorization(s), the Engineer shall make such revisions as requested and as directed by the Authority, provided the work is reflected in a Supplemental Work Authorization.

**B. Work Does Not Comply with Contract.** If the Engineer submits work that does not comply with the terms of this Contract or Work Authorization(s), the Authority shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with the Contract or Work Authorization(s). No additional compensation shall be paid for this work.

## **ARTICLE 9 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, electronic files, and other documents created or collected under the terms of this Contract are the property of the Authority.

**B. Ownership of Plans.** Notwithstanding any provision in this Contract or in common law or statute to the contrary all of the plans, tracings, estimates, specifications, computer records, discs, tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, survey notes, and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Engineer, including all information prepared for or posted on the Authority's website and together with all materials and data furnished to it by the Authority, are

and at all times shall be and remain the property of the Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Authority. Engineer hereby assigns any and all rights and interests it may have in the foregoing to the Authority, and Engineer hereby agrees to provide reasonable cooperation as may be requested by the Authority in connection with the Authority's efforts to perfect or protect rights and interests in the foregoing; and if at any time demand be made by the Authority for any of the above materials, records, and documents, whether after termination of this Contract or otherwise, such shall be turned over to the Authority without delay. The Authority hereby grants the Engineer a revocable license to retain and utilize the foregoing materials for the limited purpose of fulfilling Engineer's obligations under this Contract, said license to terminate and expire upon the earlier to occur of (a) the completion of Services described in this Contract or (b) the termination of this Contract, at which time the Engineer shall deliver to the Authority all such materials and documents. If the Engineer or a subconsultant desires later to use any of the data generated or obtained by it in connection with the Projects or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the Authority. The Engineer shall retain its copyright and ownership rights in its own back-office databases and computer software that are not developed for the Authority or for purposes of this Contract. Intellectual property developed, utilized, or modified in the performance of Services for which the Engineer is compensated under the terms of this Contract shall remain the property of the Authority, Engineer hereby agrees to provide reasonable cooperation as may be requested by the Authority in connection with the Authority's efforts to perfect or protect such intellectual property. The Authority retains an unrestricted license for software packages developed in whole or in part with Authority funds.

**C. Separate Assignment.** If for any reason the agreement of the Authority and the Engineer set forth in subsection 9.B. regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the Engineer hereby assigns and agrees to assign to the Authority all right, title, and interest that Engineer may have or at any time acquire in said work product and other materials, without royalty, fee or other consideration of any sort, and without regard to whether this Contract has terminated or remains in force. The Authority hereby acknowledges, however, that all documents and other work product provided by the Engineer to the Authority and resulting from the Services performed under this Contract are intended by the Engineer solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Engineer shall have no liability for the use by the Authority of any work product generated by the Engineer under this Contract on any project other than for the specific purpose and project for which the work product was prepared.

**D. Disposition of Documents.** All documents and electronic files prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon request. 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 express written permission by the Authority.

**E. Release of Design Plan.** The Engineer: (1) will not release any design plan created or collected under this Contract except to its subconsultants 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



subconsultants, including costs, damages, or other liability resulting from improper use. Neither the Engineer nor any subconsultants may charge a fee for any portion of the design plan created by the Authority.

## **ARTICLE 10 PUBLIC INFORMATION AND CONFIDENTIALITY**

**A. Public Information.** The Authority will comply with Government Code, Chapter 552, the Texas 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. All employees of the Engineer and its subconsultants working on the Project may be required to sign a non-disclosure and confidentiality agreement.

**C. Access to Information.** The Engineer is required to make any information created or exchanged with the Authority pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act as determined by the Authority, available in a format that is accessible by the public at no additional charge to the Authority.

## **ARTICLE 11 PERSONNEL, EQUIPMENT AND MATERIAL**

**A. Engineer Resources.** The Engineer shall furnish and maintain an office 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 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; the conduct of that employee becomes detrimental to the work; or for any other reason identified by the Authority

**C. Authority Approval of Replacement Personnel.** The Engineer may not replace any Key Team Member, as designated in the applicable Work Authorization, without prior written approval of the Authority. If any Key Team Member cease to work on this Contract, the Engineer must notify the Authority in writing as soon as possible, but in any event within (3) three business days. The notification must give the reason for removal. The Engineer must receive written approval from the Authority of proposed replacement Key Team Member. The Authority's approval will be based upon the proposed replacement Key Team Member qualifications to provide the required Services. Approval will not be unreasonably withheld.

**D. Liquidated Damages.** The selection of Engineer to provide the Services under this Contract was based, in part, on the Key Team Member identified in Engineer's **proposal**. Because of the importance and unique nature of the Services to be provided by Key Team Member identified in Attachment E it is impractical to calculate the actual losses that would be suffered by

the Authority by the loss of Key Team Member from the Contract. Therefore, the Engineer agrees to compensate the Authority for its losses by paying liquidated damages in the amount of \$2,500 per day per Key Team Member position in Attachment E if any Key Team Member are removed by the Engineer by reassignment without prior written approval from the Authority. Liquidated damages will accrue from the date the Engineer removes the Key Team Member in Attachment E from the Contract if the parties do not agree on a replacement within (14) calendar days after the Key Team Member are removed from the Contract. If a replacement is agreed upon within that fourteen (14) calendar day period the Liquidated damages will be waived. Liquidated damages shall cease when the parties agree on a substitute or when the Contract is terminated.

**E. Ownership of Acquired Property.** Except to the extent that a specific provision of this Contract states to the contrary, and as provided in Section 9.B above, the Authority shall own all intellectual and other property acquired or developed under this Contract and all equipment purchased by the Engineer or its subconsultants under this Contract. All intellectual property and equipment owned by the Authority shall be delivered to the Authority when the Contract or applicable Work Authorization terminates, or when it is no longer needed for work performed under this Contract, whichever occurs first. In the event that a capital item is purchased for the sole use of the Authority, title shall pass or transfer to the Authority prior to any use of the item by the Engineer.

## **ARTICLE 12 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 first obtaining the prior written approval from the Authority. Request for approval should include a written description of the proposed services, and, using rates established in Attachment B, a proposed price.

**B. DBE/HUB Compliance.** The Engineer's subcontracting program shall comply with the requirements of Exhibits E, and F of Attachment C - Work Authorization(s).

**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 subconsultants in accordance with the terms of the subcontract.

**D. Engineer Responsibilities.** No subcontract shall relieve the Engineer of any of its responsibilities under this Contract and of any liability for work performed under this Contract, even if performed by a subconsultant or other third party performing work for or on behalf of the Engineer.

**E. Invoice Approval and Processing.** All subconsultants shall prepare and submit their invoices on the same billing cycle and format as the Engineer (so as to be included in invoices submitted by the Engineer).

## **ARTICLE 13 INSPECTION OF WORK**

**A. Review Rights.** Under this Contract, the Authority, TxDOT, and the U.S. Department of Transportation, and any authorized representative of the Authority, TxDOT, or the U.S. Department of Transportation, 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 subconsultant under this Article, the Engineer shall provide and require its subconsultants to provide all reasonable facilities and assistance for the safety and convenience of the persons performing the review in the performance of their duties.

#### **ARTICLE 14 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. Draft reports shall be considered confidential unless otherwise indicated by the Authority.

#### **ARTICLE 15 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 pursuant to Article 16, 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 subconsultants, 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 16 TERMINATION**

**A. Termination.** The Contract may be terminated before the stated completion date 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 or if the Engineer violates the provisions of Article 23, Gratuities, or Exhibit F to Attachment C, DBE/HUB Requirements;

(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 its convenience and in its sole discretion, not subject to the consent of the Engineer, by giving thirty (30) days written notice of termination to the Engineer; or

(5) 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 (3) or (4) 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; (6) delays in opening a revenue generating project and costs (including lost revenues) resulting therefrom; and (7) 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. Nothing herein shall preclude the Authority from offsetting against amounts earned for work completed prior to termination costs resulting from the termination or the circumstances leading to the termination.

**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, including without limitation the provisions of Article 18.

**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 17 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, licensing laws and regulations, the Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. When required, the Engineer shall furnish the Authority with satisfactory proof of its compliance therewith.

## **ARTICLE 18 INDEMNIFICATION**

**THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS WHICH, FOR THE PURPOSES OF THIS CONTRACT, SHALL INCLUDE THE AUTHORITY'S GEC, GENERAL COUNSEL, BOND COUNSEL, FINANCIAL ADVISORS, TRAFFIC AND REVENUE ENGINEERS, TOLL OPERATIONS/COLLECTIONS FIRMS, AND UNDERWRITERS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONSULTANTS AND AGENTS WITH RESPECT TO THE ENGINEER'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS CONTRACT OR ACTIONS RESULTING IN CLAIMS AGAINST THE INDEMNIFIED PARTIES. IN SUCH EVENT, THE ENGINEER SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND THE INDEMNIFIED PARTIES FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE AUTHORITY AND/OR ANY OF THE INDEMNIFIED PARTIES, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE ENGINEER SHALL, NEVERTHELESS, INDEMNIFY THE AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONSULTANTS AND AGENTS OR TO THEIR CONDUCT.**

## **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 an independent contractor and is authorized by the Authority to provide the management and technical direction for this Contract on behalf of the Authority, provided that the GEC is not an agent 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 or his designee, whose decision shall be final.

## **ARTICLE 20 ENGINEER'S RESPONSIBILITY**

**A. Accuracy.** The Engineer shall have total responsibility for the accuracy and completeness of all work prepared and completed under this Contract and shall check all such material accordingly. The Engineer shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation.

**B. Errors and Omissions.** The Authority and Engineer will address errors and omissions as follows:

(1) The Engineer's responsibility for all questions and/or clarification of any ambiguities arising from errors and omissions will be determined by the Authority.

(2) A problem resulting from an error and omission may be identified during the development of the PS&E, as well as before, during, or after construction. The Engineer will be responsible for errors and omissions before, during, and after construction of a project, as well as before and after Contract termination.

(3) The phrase error and omission is used throughout to mean an error, an omission, or a combination of error and omission.

(4) When an apparent error and omission is identified in work provided by the Engineer, the Authority will notify the Engineer of the problem and involve the Engineer in efforts to resolve it and determine the most effective solution, provided that the Authority shall ultimately determine the solution that is chosen.

(5) Errors and omissions identified during PS&E development/prior to project construction should be corrected at the Engineer's expense with no additional cost to the Authority.

(6) During and after construction, errors and omissions can potentially result in significant additional costs to the Authority that they would not have incurred if the construction plans had been correct. The resulting additional costs are considered damages that the Authority will collect from the Engineer, including through offset to amounts owed to the Engineer.

(7) After a project is constructed and is in use, there is a possibility of a contractor claim that may involve a previous error and omission by the Engineer identified during construction; it is also possible the Engineer could be responsible for some or all of the cost of the contractor claim. If there is a possibility of Engineer responsibility, upon notice of the contractor claim, the Authority must notify the Engineer of the situation and provide the Engineer the opportunity to contribute any information

to the Authority that may be useful in addressing the contractor claim. The Engineer will not be involved in any discussions or negotiations with the contractor during the claims process. Upon settlement of all previous claims with the contractor, if additional costs are identified, the Authority should consider the same factors as during construction in determining the Engineer's level of responsibility.

(8) The additional costs which are considered damages to the Authority and are to be recovered should represent actual cost to the Authority.

(9) The Authority will not accept in-kind services from the Engineer as payment for additional costs owed.

(10) The Engineer is responsible for promptly correcting errors and omissions without compensation. In the situation of a dispute concerning whether or not the work is compensable, the Engineer shall not delay the work.

(11) A letter will be transmitted by the Authority formally notifying the Engineer of payment required for the error and omission and will indicate the Engineer's apparent liability for the identified additional costs. The letter will include an outline of the errors and omissions, along with the additional costs, and references to any previous points of coordination and preliminary agreements. Within 30 calendar days of the date of the letter, a response is required from the Engineer with: (a) payment, (b) a request for a meeting, or (c) a request for the Authority to consider whether the Authority should pursue reimbursement for the identified error and omission. If a response or payment is not received from the Engineer, the Authority may consider legal action.

(12) It is the Authority's responsibility to identify errors and omissions and fairly evaluate the responsibility for additional cost when applicable. It is the responsibility of the Authority staff to ensure that the Authority's business practices are professional, fair, equitable, and reasonable.

**C. Professionalism.** The Engineer shall perform the services it provides under the Contract: (1) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

**D. 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.

**E. 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 an 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 21 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 22 INSURANCE

The Engineer and all 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 through the Contract period. The Engineer shall provide proof of insurance (and the Professional Liability Insurance discussed herein) in a form reasonably acceptable by the Authority. The Engineer certifies that it has and will maintain insurance coverages as follows:

**A. Workers Compensation Insurance.** In accordance with the laws of the State of Texas and employer's liability coverage with a limit of not less than \$1,000,000. This policy shall be endorsed to include a waiver of subrogation in favor of the Authority.

**B. Comprehensive General Liability Insurance.** With limits not less than \$1,000,000 for bodily injury, including those resulting in death, and \$1,000,000 for property damage on account of any one occurrence, with an aggregate limit of \$1,000,000.

**C. Comprehensive Automobile Liability Insurance.** Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to any one person, and \$1,000,000 on account on any one occurrence, and \$1,000,000 for property damage on account of any one occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Engineer's obligations under this Contract.

**D. Excess Liability Insurance.** In an amount of \$5,000,000 per occurrence and aggregate.

**E. Valuable Papers Insurance.** In an amount sufficient to assure the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials relating to the Services provided under this Contract in the event of their loss or destruction, until such time as the work has been delivered to the Authority.

**F. Architects and/or Engineers Professional Liability insurance.** Engineer shall provide and maintain professional liability coverage, with limits not less than \$5,000,000 per claim and \$5,000,000 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 subconsultants (including, but not limited to design subconsultants and subconsultants) of any tier. The policy must provide that coverage extends a minimum of three (3) years beyond the Engineer's completion of the Services. This policy shall be endorsed to include a waiver of subrogation in favor of the Authority.

**G. General for All Insurance.** The Engineer shall promptly, upon execution of this Contract, furnish certificates of insurance to the Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subarticles 22.a. through d., above, by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subarticle 22.e., a rating by A. M. Best Company or similar rating service satisfactory to the Authority and/or its insurance consultant; and (c) otherwise acceptable to the Authority.

All policies are to be written through companies authorized to transact that class of insurance in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Contract or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subarticles 22.b., c., and d., above, shall name the Authority as additional insured and shall protect the Authority, its officers, employees, and directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful acts or failures to act by the Engineer, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Contract. Certificates shall also indicate that the contractual liability assumed in Article 18, above, is included.

The insurance carrier shall include in each of the insurance policies required under subsections 22.a., b., c., d., e., and f., the following statement: "This policy will not be canceled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Authority, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director"

**H. Subconsultant.** In the event a subconsultant selected by the Engineer to perform work associated with this Contract is unable to secure insurance coverage in the amounts set forth in subarticles 22.b., d., and f. above, Engineer may provide to the Authority an explanation of coverages that a subconsultant does possess, why those coverages are adequate to cover the potential exposure for the work to be performed by the subconsultant, and an acknowledgement that the Engineer remains liable for the work performed under the Contract, including that performed by the subconsultant. The Authority may decide, in its sole discretion, whether to accept the coverages available to the subconsultant, and may condition its acceptance, if granted, on satisfactory evidence that Engineer will remain liable for work performed by the subconsultant

and that Engineer's insurance will cover the work, actions, errors and omissions of the subconsultant

## **ARTICLE 23 GRATUITIES**

**A. Employees Not to Benefit.** Authority policy mandates that the director, employee or agent of the Authority shall not accept any gift, favor, or service that might reasonably tend to influence the director, employee or agent in making of procurement decisions. 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 24 DISADVANTAGED BUSINESS ENTERPRISE/HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS**

The Engineer agrees to comply with the DBE/HUB requirements and reporting guidelines set forth in Exhibits E, and F of Attachment C - Work Authorization(s). The DBE/HUB Goal established for this project is as set forth in the Work Authorization. The Engineer also agrees to comply with the DBE/HUB subcontracting plan that was included in the response that the Engineer submitted to the Authority's Request for Qualifications.

## **ARTICLE 25 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

The Engineer must comply with the Certificate of Interested Parties (Form 1295) adopted by the Texas Legislature as House Bill 1295, which added section 2252.908 of the Government Code, available for review at the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

The Engineer, after award, is required to complete and submit Form 1295 if the Engineer has either of the following contracts with a governmental entity or state agency starting as of January 1, 2016:

- (1) Requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- (2) Has a value of at least \$1 million.

## ARTICLE 26

### 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 (4) 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 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, TxDOT, 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 27

### CIVIL RIGHTS COMPLIANCE

**A. Compliance with Regulations.** The Engineer shall comply with the Acts and Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), FHWA, as they may be amended from time to time, which are herein incorporated by reference and made part of this Contract.

**B. 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 subconsultants, including procurement of materials and leases of equipment. The Engineer shall not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**C. Solicitations for Subcontracts, Including Procurement 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 procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Authority or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. 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 FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. 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 FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the Engineer under the Contract until the Engineer complies and/or
- (2) cancelling, terminating, or suspending of the Contract, in whole or in part.

## **ARTICLE 28 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 29 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.

**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 Contract, and his decision upon all claims, questions and disputes shall be final. The Engineer shall comply with the provisions of Article 19 in proceeding with such disputes.

## **ARTICLE 30 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 31  
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 32  
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 33  
CONFLICT OF INTEREST**

**A. Representation by Engineer.** The undersigned Engineer represents that it 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 and certifies that it is in full compliance with the Authority's Policy Code related to Conflicts of Interest. The Engineer shall prevent any actions or conditions that could result in a conflict with the Authority's interests.

**B. Certification Status.** The Engineer certifies that it is not:

- (1) a person required to register as a lobbyist under Chapter 305, Government Code
- (2) a public relations firm
- (3) a government consultant

**C. 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.

**D. Engineering Services for the Construction Contractor.** Specific to the Project for which the Services are being provided under this Contract, the Engineer shall not provide services directly to the contractor responsible for constructing the Project unless approved by the Authority.

**ARTICLE 34  
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.

### **ARTICLE 35 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 36 NOTICES**

A notice, demand, request, report, and other communication required or permitted under this Contract, or which any party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii) two days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such party at their address set forth below, or to such other address as a party may from time to time designate under this article, or (iii) receipt of an electronic mail transmission (attaching scanned documents in a format such as .pdf or .tif) for which confirmation of receipt by the other party has been obtained by the sending party:

In the case of the Engineer:

Robert Carrillo, Senior Project Manager  
Rodriguez Transportation Group, Inc.  
11211 Taylor Draper Ln, Suite 100  
Austin, TX 78759  
Email: [RCarrillo@rtg-texas.com](mailto:RCarrillo@rtg-texas.com)

In the case of the Authority:

Mike Heiligenstein, Executive Director  
Central Texas Regional Mobility Authority  
3300 North IH 35, Suite 300  
Austin, TX 78705  
Email: [mstein@ctrma.org](mailto:mstein@ctrma.org)

with a copy to:

Robert Goode, Deputy Executive Director  
Central Texas Regional Mobility Authority  
3300 North IH 35, Suite 300  
Austin, TX 78705  
Email: [rgoode@ctrma.org](mailto:rgoode@ctrma.org)

Justin Word, Director of Engineering  
Central Texas Regional Mobility Authority  
3300 North IH 35, Suite 300  
Austin, TX 78705  
Email: [jword@ctrma.org](mailto:jword@ctrma.org)

A party may change the information provided in this article for notification purposes by providing notice to the other party of the new information and the effective date of the change.

### **ARTICLE 37 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 38 INCORPORATION OF PROVISIONS**

Attachments A through E are attached hereto and incorporated into this Contract as if fully set forth herein.

### **ARTICLE 39 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;
- E. The Request for Qualifications;
- F. The Engineer’s Response to the Request for Qualifications.

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 39, 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)

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

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

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

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

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

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

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

**Attachments to Contract for Professional Engineering Design Services**

<b>Attachments</b>	<b>Title</b>
A	Services to be Provided by the Engineer
B	Rate Schedule
C	Work Authorization
D	Supplemental Work Authorization
E	Key Team Members



## ATTACHMENT A

### SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineers scope of Services generally described as professional engineering design services for development of plans, specifications and estimate (PS&E) for a Project to construct a 4-lane tolled expressway within the median section of the existing US 183/183A corridor from just north of Hero Way to just north of SH 29 (the Project) in Williamson County.

The Engineer will work at the direction and supervision of the Authority and its General Engineering Consultant (GEC) to provide the Services. The Engineer will work cooperatively and collaboratively in assisting the GEC through all aspects and phases of concept validation, PS&E design services in its dealings with Texas Department of Transportation (TxDOT), subcontractors, engineers, legal counsel, consultants, governmental entities, utilities, businesses, property owners, and the general public.

The work elements to be provided by the Engineer for the Project may include:

- Design of grade separated interchanges at San Gabriel Parkway, US 183/Bryson Ridge Trail, Whitewing Drive, Seward Junction South; and, State Highway 29.
- South San Gabriel River crossing.
- Hero Way northbound overpass widening.
- Shared-use path (SUP) design.
- Traffic operations and design including tolling and ITS infrastructure civil design.
- Roadway design.
- Bridge Design.
- Traffic Operations Design.
- Hydraulic Design and Analysis.
- Geotechnical Services.
- Survey and mapping including right of way surveys, parcel plats, legal descriptions, right of way maps; and, design and construction surveys.
- Utility investigations and design.
- Construction bid phase services
- Construction phase services.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 28, 2020  
**AGENDA ITEM #11**

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Discuss and consider awarding a contract for construction engineering and inspection (CE&I) services on the 183A Phase III Project

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Justin Word, P.E., Director of Engineering
Associated Costs:	\$TBD
Funding Source:	General Fund (to be reimbursed with Project Fund)
Action Requested:	Consider and act on draft resolution

**Project Description** - The Mobility Authority is proposing to extend 183A north from Hero Way to north of SH 29 to accommodate forecasted traffic volumes along the US 183 corridor. The 6.6-mile Phase III proposed tollway project will initially have two tolled lanes in each direction with an option to widen to three lanes in the future. The proposed tollway will be located mostly in the existing right-of-way within the median of the US 183 corridor. The extension will also feature a shared use path north from Hero Way to the proposed Seward Junction Loop project.

**Construction Engineering and Inspection** - The Mobility Authority requires construction engineering and inspection (CE&I) services for the construction of components of the 183A Phase III project such as earthwork, roadway, structures, and traffic control activities. In addition to the base scope of services, materials testing, and survey quality assurance will be included. To procure these services, a request for qualifications was issued on July 21, 2020. The procurement milestones are detailed below.

- Issuance of Request for Qualifications (RFQ) - July 21, 2020
- Deadline for submitting Statement of Qualifications (SOQ) - September 4, 2020
- CTRMA Proposer Evaluation / Scoring Meeting - September 22, 2020

On September 22, 2020 a total of 5 Statement of Qualifications were received from the following firms:

- HDR, Inc.
- JMT, Inc.
- LAN, Inc.
- RS&H
- Terracon, Inc.

One firm subsequently withdrew from consideration.

Based upon the review of the 5-person evaluation committee, the most qualified firm was determined to be RS&H. Following Board approval of this award, staff will begin negotiating a contract for the services described above. The negotiated contract will be presented at a future Board Meeting for consideration.

**Action requested/Staff Recommendation** - Staff recommends the Board award the contract for Construction Engineering and Inspection (CE&I) services for the 183A Phase III Project to RS&H.

**Financing** - General Fund (to be reimbursed with Project Funds)

Backup Provided: Draft Resolution

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

**RESOLUTION NO. 20-0XX**

**AWARDING A CONTRACT FOR CONSTRUCTION ENGINEERING  
AND INSPECTION SERVICES FOR THE 183A PHASE III PROJECT**

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) has a need for construction engineering and inspection services for the 183A Phase III Project (Project); and,

WHEREAS, in order to obtain the necessary services, on July 21, 2020, the Executive Director issued a Request for Qualifications to firms interested in providing construction engineering and inspection services for the Project (RFQ); and

WHEREAS, the Mobility Authority received five responses by the September 22, 2020 deadline; and

WHEREAS, one firm withdrew from the procurement and an evaluation committee reviewed the responses of the four remaining firms in accordance with the terms of the RFQ; and

WHEREAS, the evaluation committee determined Reynolds, Smith & Hills, Inc. (RS&H Inc) to be the most highly qualified firm based on the evaluation and selection criteria set forth in the RFQ; and

WHEREAS, after reviewing the evaluation committee's findings, the Executive Director recommends that RS&H Inc be selected to provide construction engineering and inspection services for the Project.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby awards a professional services contract for construction engineering and inspection services on the 183A Phase III Project to RS&H Inc.; and

BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director to negotiate the contract awarded to RS&H Inc on behalf of the Mobility Authority, consistent with RS&H Inc.'s response to the RFQ, the Mobility Authority's Procurement Policies, and as the Executive Director further determines is in the best interest of the Mobility Authority; and

BE IT FURTHER RESOLVED that once an agreement is reached, the Executive Director shall present that proposed contract to the Board for its approval.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of October 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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Robert W. Jenkins, Jr.  
Chair, Board of Director



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 28, 2020  
**AGENDA ITEM #12**

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Quarterly report on projects under  
construction

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Justin Word, P.E., Director of Engineering  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Briefing and Board Discussion Only

Briefing on projects under construction:

- A. Bergstrom Expressway (183 South) Project
- B. Manor Expressway (290E) Phase III Project

Backup Provided: Presentation



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 28, 2020  
**AGENDA ITEM #13**

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Executive Director Board Report

Strategic Plan Relevance: Regional Mobility  
Department: Executive  
Contact: Mike Heiligenstein, Executive Director  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Briefing and Board Discussion Only

Executive Director Board Report:

- A. Update on 183A Phase III financing
- B. Update on 290E Phase IV advanced development activity
- C. Upcoming 87<sup>th</sup> Regular Legislative Session

Backup Provided: Presentation



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 28, 2020  
AGENDA ITEM #14

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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).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 28, 2020  
AGENDA ITEM #15

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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).





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 28, 2020  
AGENDA ITEM #16

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Executive Session

*Executive Session:*

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 28, 2020  
**AGENDA ITEM #17**

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Adjourn Board Meeting

Strategic Plan Relevance:	Regional Mobility/Economic Vitality/ Sustainability
Department:	Executive
Contact:	Mike Heiligenstein, Executive Director
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Discussion only

Summary:

Adjourn Board Meeting.