CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Regular Meeting of the Board of Directors

9:00 a.m.
Wednesday, July 24, 2019

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

A live video stream of this meeting may be viewed on the internet at www.mobilityauthority.com

AGENDA

No action on the following:

1. Welcome and opening remarks by the Vice-Chair and members of the Board of Directors.
2. Opportunity for public comment – See ***Notes*** at the end of this agenda.
3. Recognize former CTRMA Chairman Ray Wilkerson for his public service to the community of Central Texas.

Regular Items

Items to discuss, consider, and take appropriate action.

4. Approve the minutes from the June 26, 2019 Regular Board Meeting.
5. Accept the unaudited financial statements for June 2019.
6. Amend Mobility Authority Policy Code Chapter 4, Article 16, Section 401.013 Purchase Threshold Amounts to comply with federal procurement requirements.
7. Authorize the Executive Director to negotiate and execute agreements with Travis County and Williamson County for habitual violator road enforcement services.

Nikelle Meade, Vice Chair • David Singleton, Treasurer • Mark Ayotte, Secretary•
David B. Armbrust • John Langmore • Mike Doss • Mike Heiligenstein, Executive Director

8. Approve Amendment No. 4 to the Maintenance Services Agreement with Kapsch TrafficCom USA, Inc. to provide maintenance support for the SH 45SW toll project.

9. Approve Work Authorization No. 18 with Kapsch TrafficCom USA, Inc. for toll host upgrade and transaction processing workflow enhancements.

10. Approve Amendment No. 2 to the Agreement with Cofiroute USA, LLC to add pricing for habitual violator enforcement, additional customer service support and support for the Qualified Veterans Program.

11. Approve Amendment No. 1 to the contract with Fagan Consulting to extend the term for an additional year.

12. Award and approve a contract for Communications and Marketing Consultant Services.

13. Approve new maximum and minimum speed limits for the MoPac Express Lanes and related amendments to Mobility Authority Policy Code Section 301.015.

14. Approve Change Order No. 3 to the System-wide Performance Based Maintenance Contract with Roy Jorgenson Associates, Inc. to provide additional mowing at intersections on the MoPac Improvement Project.

15. Approve a short-list of proposers to receive the Request for Detailed Proposals for the 183 North Mobility Project.

Briefings and Reports

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

16. Regional Park and Ride Plan Opportunities.

17. Briefing and discussion regarding a potential tolling systems agreement with the City of Cibolo.

18. Quarterly Project Updates.

    A. MoPac South

    B. 183 South

    C. 290E Phase III

    D. SH 45SW

19. Executive Director Board Report

    A. Board Workshop

Executive Session

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 Vice Chair 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 Vice Chair:

20. Discuss acquisition of one or more parcels or interests in real property needed for the Bergstrom Expressway (183 South) Project and related legal issues, including consideration of the use of eminent domain to condemn property, pursuant to §551.072 (Deliberation Regarding Real Property; Closed Meeting) and §551.071 (Consultation with Attorney; Closed Meeting).

21. 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).

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

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

Reconvene in Open Session.

24. Adjourn Meeting.

Notes

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

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.

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.

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CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #1

Welcome and opening remarks by the Vice-Chair and members of the Board of Directors

Welcome, Opening Remarks and Board Member Comments

Board Action Required: No

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #2

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

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

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

Board Action: None

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #3

Recognize former CTRMA Chairman Ray Wilkerson for his public service to the community of Central Texas

Recognize former CTRMA Chairman Ray Wilkerson for his public service to the community of Central Texas.

Board Action Required: No

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #4

Approve the minutes from the June 26, 2019 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 June 26, 2019 Regular Board Meeting.

Backup provided: Draft minutes, June 26, 2019 Regular Board Meeting

MINUTES

Regular Meeting of the Board of

Directors of the

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, June 26, 2019

The meeting was held in the Mobility Authority's Lowell H. Lebermann, Jr. Board Room at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Notice of the meeting was posted June 21, 2019 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.

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

https://mobilityauthority.swagit.com/play/06262019-661

1. **Welcome and opening remarks by the Chairman and the members of the Board of Directors**

After noting that a quorum of the Board was present, Vice Chair Meade called the meeting to order at 9:02 a.m. with the following Board members present: David Armbrust, Mark Ayotte, Mike Doss, John Langmore and David Singleton.

2. **Opportunity for public comment**

No comments were offered.

Vice Chair Meade announced that the Board would meet in Executive Session before proceeding with the rest of the Board Meeting.

At 9:03 a.m. Vice Chair Meade recessed the open meeting and the Board reconvened in Executive Session to deliberate the following items:

Executive Session Pursuant to Government Code, Chapter 551

13. 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).

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

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

After completing the executive session, the Board reconvened in open meeting at 9:41 a.m.

Consent Agenda

3. Approve minutes from the May 29, 2019 Regular Board Meeting.

4. Approve office sharing agreements with Atkins North America, Inc. and WSP USA Inc.

ADOPTED AS: **RESOLUTION NO. 19-025**

MOTION:	Approve Item Nos. 3 &4 under the consent agenda
RESULT:	Approved 5-0; (John Langmore was not on the dais during vote)
MOTION:	Mike Doss
SECONDED BY:	Mark Ayotte
AYE:	Meade, Singleton, Armbrust, Ayotte, Doss
NAY:	None.

Vice Chair Meade, acknowledged former CTRMA Chairman Ray Wilkerson as he provided public comment.

Regular Items

5. Accept the financial statements for May 2019.

Presentation by Mary Temple, Controller.

MOTION:	Accept the financial statements for May 2019
RESULT:	Approved 6-0
MOTION:	John Langmore
SECONDED BY:	Mike Doss
AYE:	Meade, Singleton, Armbrust, Ayotte, Langmore, Doss
NAY:	None.

ADOPTED AS: **RESOLUTION NO. 19-026**

6. Discuss and consider adoption of the Fiscal Year 2020 Operating Budget.

Presentation by Mary Temple, Controller, Dee Anne Heath, Director of External Affairs, Media Relations, Justin Word, P.E., Director of Engineering, Tracie Brown, Director of Operations, Robert Goode, Deputy Executive Director and Bill Chapman, Chief Financial Officer.

MOTION:	Adopt the Fiscal Year 2020 Operating Budget.
RESULT:	Approved 6-0
MOTION:	Mike Doss
SECONDED BY:	Mark Ayotte
AYE:	Meade, Singleton, Armbrust, Ayotte, Langmore, Doss
NAY:	None.

ADOPTED AS: **RESOLUTION NO. 19-027**

Vice Chair Meade announced that the Board Workshop would be postponed until new CTRMA Chair has joined the Board and tabled items 16 and 17.

7. Approve a toll rate for the Bergstrom Expressway (183 South) Project.

Presentation by Bill Chapman, Chief Financial Officer.

MOTION:	Approve a toll rate for the Bergstrom Expressway (183 South) Project.
RESULT:	Approved 6-0
MOTION:	Mark Ayotte
SECONDED BY:	David Singleton
AYE:	Meade, Singleton, Armbrust, Ayotte, Langmore, Doss
NAY:	None.

ADOPTED AS: **RESOLUTION NO. 19-028**

8. Approve Amendment No. 1 to the Webber, LLC agreement to provide additional incentives for schedule acceleration on the Manor Expressway (290E) Phase III Project.

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

MOTION:	Approve Amendment No. 1 to the Webber, LLC agreement to provide additional incentives for schedule acceleration on the Manor Expressway (290E) Phase III Project.
RESULT:	Approved 6-0
MOTION:	David Armbrust
SECONDED BY:	David Singleton
AYE:	Meade, Singleton, Armbrust, Ayotte, Langmore, Doss
NAY:	None.

ADOPTED AS: **RESOLUTION NO. 19-029**

9. Award a construction contract for the Elroy Road Project.

Presentation by Justin Word, P.E., Director of Engineering and Bubba Needham, Project Director, Atkins North America.

MOTION:	Award a construction contract for the Elroy Road Project.
RESULT:	Approved 6-0
MOTION:	Mark Ayotte
SECONDED BY:	Mike Doss
AYE:	Meade, Singleton, Armbrust, Ayotte, Langmore, Doss
NAY:	None.

ADOPTED AS: RESOLUTION NO. 19-030

10. Authorize the Executive Director to negotiate and execute an interlocal agreement with Camino Real Regional Mobility Authority for transaction processing, image review and Pay By Mail billing services.

Presentation by Tracie Brown, Director of Operations.

MOTION:	Authorize the Executive Director to negotiate and execute an interlocal agreement with Camino Real Regional Mobility Authority for transaction processing, image review and Pay By Mail billing services.
RESULT:	Approved 6-0
MOTION:	David Singleton
SECONDED BY:	Mark Ayotte
AYE:	Meade, Singleton, Armbrust, Ayotte, Langmore, Doss
NAY:	None.

ADOPTED AS: RESOLUTION NO. 19-031

11. Approve an agreement with GTS Technology Solutions, Inc. for the installation of automatic license plate reader technology for the Mobility Authority's habitual violator enforcement program.

Presentation by Tracie Brown, Director of Operations.

MOTION:	Approve an agreement with GTS Technology Solutions, Inc. for the installation of automatic license plate reader technology for the Mobility Authority's habitual violator enforcement program.
RESULT:	Approved 6-0
MOTION:	David Singleton
SECONDED BY:	Mike Doss
AYE:	Meade, Singleton, Armbrust, Ayotte, Langmore, Doss

NAY: None.

ADOPTED AS: **RESOLUTION NO. 19-032**

Briefings and Reports

12. Executive Director Board Report.

A. WSP USA agreement extension.

Presentation by Mike Heiligenstein, Executive Director.

B. Presentation to Rollingwood council.

Presentation by Mike Heiligenstein, Executive Director.

C. Meeting with Austin City Council member regarding projects.

Presentation by Mike Heiligenstein, Executive Director.

D. SH 45SW Update.

Presentation by Mike Heiligenstein, Executive Director.

E. Status of 183 South, Phase I.

Presentation by Mike Heiligenstein, Executive Director and Justin Word, P.E., Director of Engineering.

F. Potential Loan for MoPac North.

Presentation by Mike Heiligenstein, Executive Director and Bill Chapman Chief Financial Officer.

G. 183A Phase III Public Hearing on June 13, 2019.

Presentation by Mike Heiligenstein, Executive Director and Justin Word, P.E., Director of Engineering.

Workshop Agenda

16. Board Workshop & Policy Discussion

Item tabled.

A. Financial Forecast
   i. Revenue/Expense Projections
   ii. Reserve Funds
   iii. Capital Improvement Plan

B. Strategic Initiatives
   i. Park and Ride Program
   ii. Future Mobility Authority Expansion: Surrounding Counties

C. Board Input/Direction
   i. Approach to toll collection and discuss toll tag usage
   ii. Board authorization for procurement of goods/services
   iii. Actions requiring a Board determination
      a. Review current list of Board Decision Items

D. Other Topics for Discussion or Future Consideration
   i. Annual Audit/Annual Operating Budget – changes to process?
   ii. Toll Rate Setting Policy
   iii. Staffing Model (GEC/CTRMA staffing)
   iv. Non-tolled transportation project development
   v. Workforce Development
   vi. Mobility Innovation/Future Technology Infrastructure (future ready)
   vii. Different business lines permitted by statute (Utilities, Trails, Airports, etc.)
   viii. Corporate Structure of the Agency - Succession planning for key positions, employee retention
   ix. Regional Infrastructure Fund (reimbursement schedule to CAMPO)
   x. AARO Primer on Transportation Planning/Funding

17. Closing remarks & Board direction on next Board Workshop.

Item tabled.

After confirming no member of the public wished to address the Board, Vice Chair Meade declared the meeting adjourned at 11:52 a.m.

18. Adjourn.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #5

Accept the unaudited financial statements for June 2019

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 for June 2019, the unaudited version.

Backup provided: Draft unaudited financial statements for June 2019
Draft Resolution

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

RESOLUTION NO. 19-0XX

ACCEPT THE UNAUDITED FINANCIAL STATEMENTS FOR JUNE 2019

WHEREAS, the Central Texas Regional Mobility Authority ("Mobility Authority") is empowered to procure such goods and services as it deems necessary to assist with its operations and to study and develop potential transportation projects, and is responsible to insure accurate financial records are maintained using sound and acceptable financial practices; and

WHEREAS, close scrutiny of the Mobility Authority's expenditures for goods and services, including those related to project development, as well as close scrutiny of the Mobility Authority's financial condition and records is the responsibility of the Board and its designees through procedures the Board may implement from time to time; and

WHEREAS, the Board has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the Mobility Authority's Chief Financial Officer, to review invoices, approve disbursements, and prepare and maintain accurate financial records and reports; and

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of June 2019, and has caused unaudited Financial Statements to be prepared and attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the unaudited Financial Statements for June 2019, attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:	Approved:
_____	_____
Geoffrey Petrov, General Counsel	Nikelle Meade Vice Chair, Board of Directors

Exhibit A

Central Texas Regional Mobility Authority
Income Statement - Unaudited
For the Period Ending June 30, 2019

	Budget Amount FY 2019	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue - Tags	73,700,000	81,738,310	110.91%	69,704,827
Video Tolls	17,587,500	19,463,022	110.66%	16,098,026
Fee Revenue	6,762,500	5,477,573	81.00%	5,688,878
Total Operating Revenue	**98,050,000**	**106,678,904**	**108.80%**	**91,491,730**
Other Revenue				
Interest Income	950,000	5,273,584	555.11%	2,541,537
Grant Revenue	-	4,932,399	-	16,220,946
Misc Revenue	2,000	40,514	2025.72%	1,350
Gain/Loss on Sale of Asset	-	4,348	-	-
Total Other Revenue	**952,000**	**10,250,845**	**1076.77%**	**18,763,833**
TOTAL REVENUE	**$99,002,000**	**$116,929,750**	**118.11%**	**110,255,563**
EXPENSES				
Salaries and Benefits				
Salary Expense-Regular	4,138,603	4,106,811	99.23%	3,723,507
Salary Reserve	80,000	-	-	-
TCDRS	579,405	514,945	88.87%	435,293
FICA	190,792	179,004	93.82%	164,960
FICA MED	65,880	55,762	84.64%	52,184
Health Insurance Expense	391,184	391,225	100.01%	342,410
Life Insurance Expense	11,165	7,100	63.59%	7,448
Auto Allowance Expense	10,200	10,200	100.00%	10,625
Other Benefits	136,476	163,629	119.90%	130,611
Unemployment Taxes	4,212	543	12.90%	4,233
Total Salaries and Benefits	**5,607,917**	**5,429,221**	**96.81%**	**4,871,271**

Central Texas Regional Mobility Authority
Income Statement - Unaudited
For the Period Ending June 30, 2019

	Budget Amount FY 2019	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Administrative				
Administrative and Office Expenses				
Accounting	10,000	8,411	84.11%	8,062
Auditing	125,000	109,571	87.66%	72,000
Human Resources	35,000	35,013	100.04%	30,010
Legal	-	-	-	28,983
IT Services	174,000	147,951	85.03%	146,979
Internet	4,550	4,971	109.26%	4,756
Software Licenses	85,700	67,585	78.86%	32,506
Cell Phones	16,100	17,342	107.72%	17,686
Local Telephone Service	12,000	7,891	65.76%	12,414
Overnight Delivery Services	500	99	19.79%	685
Local Delivery Services	600	114	19.00%	23
Copy Machine	24,000	16,002	66.68%	14,226
Repair & Maintenance-General	15,500	5,501	35.49%	5,416
Community Meeting/ Events	15,000	-	-	-
Meeting Expense	16,000	10,304	64.40%	7,831
Public Notices	100	-	-	25
Toll Tag Expense	3,150	2,646	83.99%	2,987
Parking / Local Ride Share	1,800	1,557	86.52%	719
Mileage Reimbursement	9,900	4,040	40.81%	5,473
Insurance Expense	251,000	188,488	75.09%	175,360
Rent Expense	650,000	591,991	91.08%	527,968
Building Parking	-	5,384	-	-
Legal Services	396,500	301,525	76.05%	370,588
Total Administrative and Office Expenses	**1,846,400**	**1,526,387**	**82.67%**	**1,464,698**
Office Supplies				
Books & Publications	5,700	4,183	73.38%	4,381
Office Supplies	16,000	11,100	69.38%	11,624
Misc Office Equipment	-	15,892	-	-
Computer Supplies	152,550	59,200	38.81%	12,538
Copy Supplies	3,000	1,557	51.89%	1,488
Other Reports-Printing	8,000	3,627	45.33%	-
Office Supplies-Printed	2,600	3,163	121.66%	1,833
Misc Materials & Supplies	750	-	-	-
Postage Expense	800	382	47.79%	384
Total Office Supplies	**189,400**	**99,104**	**52.33%**	**32,247**

Central Texas Regional Mobility Authority
Income Statement - Unaudited
For the Period Ending June 30, 2019

	Budget Amount FY 2019	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Communications and Public Relations				
Graphic Design Services	55,000	69,631	126.60%	19,804
Website Maintenance	100,300	44,761	44.63%	105,664
Research Services	450,000	(56,385)	-12.53%	179,589
Communications and Marketing	800,000	662,916	82.86%	188,040
Advertising Expense	821,500	982,545	119.60%	484,009
Direct Mail	15,800	31,663	200.40%	726
Video Production	258,820	243,592	94.12%	8,913
Photography	12,500	7,376	59.00%	5,857
Radio	75,000	83,713	111.62%	13,244
Other Public Relations	60,000	73,751	122.92%	38,448
Promotional Items	20,000	6,470	32.35%	163
Displays	5,000	-	-	2,124
Annual Report printing	5,000	4,430	88.60%	-
Direct Mail Printing	5,000	4,261	85.21%	-
Other Communication Expenses	70,000	10,592	15.13%	53,906
Total Communications and Public Relations	**2,753,920**	**2,169,317**	**78.77%**	**1,100,486**
Employee Development				
Subscriptions	3,050	1,456	47.75%	1,559
Agency Memberships	53,500	43,060	80.49%	37,287
Continuing Education	15,500	385	2.48%	874
Professional Development	19,000	11,986	63.08%	11,314
Other Licenses	1,700	283	16.64%	248
Seminars and Conferences	41,000	27,225	66.40%	20,382
Travel	70,000	89,834	128.33%	53,891
Total Employee Development	**203,750**	**174,229**	**85.51%**	**125,555**
Financing and Banking Fees				
Trustee Fees	45,000	42,738	94.97%	38,188
Bank Fee Expense	6,500	2,423	37.28%	5,059
Continuing Disclosure	15,000	3,500	23.33%	9,812
Arbitrage Rebate Calculation	13,000	8,395	64.58%	8,355
Rating Agency Expense	30,000	16,000	53.33%	15,500
Total Financing and Banking Fees	**109,500**	**73,056**	**66.72%**	**76,913**
Total Administrative	**5,102,970**	**4,042,092**	**79.21%**	**2,799,899**

Central Texas Regional Mobility Authority
Income Statement - Unaudited
For the Period Ending June 30, 2019

	Budget Amount FY 2019	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC-Trust Indenture Support	169,000	163,689	96.86%	122,169
GEC-Financial Planning Support	51,000	90,680	177.80%	-
GEC-Toll Ops Support	249,786	267,734	107.19%	3,109
GEC-Roadway Ops Support	1,129,978	674,686	59.71%	624,967
GEC-Technology Support	857,428	587,442	68.51%	2,106
GEC-Public Information Support	120,000	9,980	8.32%	243,553
GEC-General Support	1,443,568	1,549,160	107.31%	1,573,349
General System Consultant	500,000	408,830	81.77%	335,063
Traffic Modeling	590,000	167,901	28.46%	514,361
Traffic and Revenue Consultant	150,000	188,006	125.34%	212,721
Total Operations and Maintenance Consulting	**5,260,760**	**4,108,109**	**78.09%**	**3,631,398**
Roadway Operations and Maintenance				
Roadway Maintenance	4,507,900	3,252,219	72.14%	3,053,020
Landscape Maintenance	-	-	-	129
Signal & Illumination Maint	-	-	-	12,554
Maintenance Supplies-Roadway	117,800	18,976	16.11%	91,020
Tools & Equipment Expense	1,000	498	49.76%	346
Gasoline	18,700	14,550	77.80%	14,379
Repair & Maintenance-Vehicles	6,500	4,570	70.31%	4,170
Roadway Operations	-	-	-	26,763
Electricity - Roadways	200,000	158,642	79.32%	148,442
Total Roadway Operations and Maintenance	**4,851,900**	**3,449,455**	**71.09%**	**3,350,822**
Toll Processing and Collection Expense				
Image Processing	3,200,000	1,711,196	53.47%	1,971,292
Tag Collection Fees	6,633,000	5,674,517	85.55%	7,544,838
Court Enforcement Costs	49,080	7,875	16.05%	31,875
DMV Lookup Fees	500	1,070	213.94%	435
Total Processing and Collection Expense	**9,882,580**	**7,394,657**	**74.83%**	**9,548,440**

Central Texas Regional Mobility Authority
Income Statement - Unaudited
For the Period Ending June 30, 2019

	Budget Amount FY 2019	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Toll Operations Expense				
Generator Fuel	2,000	3,555	177.75%	382
Fire and Burglar Alarm	500	484	96.82%	493
Refuse	1,500	1,389	92.57%	1,255
Telecommunications	120,000	60,051	50.04%	71,410
Water - Irrigation	10,000	4,213	42.13%	4,777
Electricity	2,500	1,058	42.31%	1,527
ETC spare parts expense	50,000	5,573	11.15%	-
Repair & Maintenace Toll Equip	5,000	-	-	-
Law Enforcement	290,000	200,870	69.27%	331,993
ETC Maintenance Contract	1,988,386	1,843,707	92.72%	2,162,183
ETC Toll Management Center System Operation	360,000	-	-	1,364
ETC Development	1,636,000	713,026	43.58%	89,970
ETC Testing	100,000	52,536	52.54%	-
Total Toll Operations Expense	**4,565,886**	**2,886,461**	**63.22%**	**2,665,354**
Total Operations and Maintenance	**24,561,126**	**17,838,681**	**72.63%**	**19,196,014**
Other Expenses				
Special Projects and Contingencies				
HERO	148,000	147,829	99.88%	576,280
Special Projects	500,000	78,691	15.74%	-
71 Express Net Revenue Payment	3,635,405	2,409,394	66.28%	919,168
Customer Relations	-	931,013	-	-
Technology Task Force	650,000	223,078	34.32%	-
Other Contractual Svcs	150,000	214,048	142.70%	136,838
Contingency	250,000	-	-	828
Total Special Projects and Contingencies	**5,333,405**	**4,004,053**	**75.07%**	**1,633,114**

Central Texas Regional Mobility Authority
Income Statement - Unaudited
For the Period Ending June 30, 2019

	Budget Amount FY 2019	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Non Cash Expenses				
Amortization Expense	487,699	428,768	87.92%	508,027
Amort Expense - Refund Savings	1,027,860	1,043,810	101.55%	1,037,195
Dep Exp- Furniture & Fixtures	3,014	2,614	86.72%	2,614
Dep Expense - Equipment	15,999	15,999	100.00%	16,756
Dep Expense - Autos & Trucks	37,437	29,015	77.50%	20,826
Dep Expense-Buildng & Toll Fac	176,748	166,437	94.17%	176,840
Dep Expense-Highways & Bridges	22,541,478	22,996,627	102.02%	23,392,958
Dep Expense-Toll Equipment	2,485,026	2,715,236	109.26%	2,698,611
Dep Expense - Signs	326,893	330,546	101.12%	325,893
Dep Expense-Land Improvemts	884,934	811,190	91.67%	884,934
Depreciation Expense-Computers	20,317	9,234	45.45%	18,034
Total Non Cash Expenses	**28,007,405**	**28,549,475**	**101.94%**	**29,082,688**
Total Other Expenses	**33,340,810**	**32,553,528**	**97.64%**	**30,715,803**
Non Operating Expenses				
Bond issuance expense	1,413,508	2,481,672	175.57%	226,753
Loan Fee Expense	-	47,619	-	-
Interest Expense	40,371,558	34,366,455	85.13%	33,824,939
CAMPO RIF Payment	2,000,000	2,000,000	100.00%	2,000,000
Community Initiatives	275,000	69,642	25.32%	56,000
Total Non Operating Expenses	**44,060,066**	**38,965,387**	**88.44%**	**36,107,692**
TOTAL EXPENSES	**$112,672,889**	**$98,828,909**	**87.71%**	**$93,690,678**
Net Income	**($13,670,889)**	**$18,100,840**		**16,564,885**

Central Texas Regional Mobility Authority
Balance Sheet - Unaudited
as of June 30, 2019

	as of 06/30/2019		as of 06/30/2018	
ASSETS				
Current Assets				
Cash				
Regions Operating Account	$ 151,627		$ 207,514	
Cash in TexStar	334,398		176,847	
Regions Payroll Account	141,821		17,239	
Restricted Cash				
Goldman Sachs FSGF 465	240,831,479		168,743,539	
Restricted Cash - TexSTAR	143,448,256		127,797,970	
Overpayments account	435,615		202,453	
Total Cash and Cash Equivalents		385,343,197		297,145,563
Accounts Receivable				
Accounts Receivable	1,141,083		1,141,083	
Due From Other Agencies	66,730		4,587	
Due From TTA	1,251,311		788,976	
Due From NTTA	914,040		671,737	
Due From HCTRA	1,094,548		885,199	
Due From TxDOT	6,242,909		845,325	
Interest Receivable	782,617		192,484	
Total Receivables		11,493,239		4,529,391
Short Term Investments				
Treasuries	10,084,121		-	
Agencies	149,341,429		84,914,738	
Total Short Term Investments		159,425,550		84,914,738
Total Current Assets		556,261,986		386,589,692
Total Construction in Progress		789,198,083		620,815,793
Fixed Assets (Net of Depreciation and Amortization)				
Computers	20,899		30,133	
Computer Software	602,879		981,603	
Furniture and Fixtures	10,019		12,633	
Equipment	10,873		19,372	
Autos and Trucks	68,755		59,518	
Buildings and Toll Facilities	4,947,262		5,113,699	
Highways and Bridges	874,789,739		897,786,366	
Toll Equipment	15,987,252		18,474,582	
Signs	10,469,984		10,636,469	
Land Improvements	8,927,815		9,739,005	
Right of way	88,149,606		88,149,606	
Leasehold Improvements	120,508		135,456	
Total Fixed Assets		1,004,105,591		1,031,138,442
Other Assets				
Intangible Assets-Net	102,421,148		103,478,202	
2005 Bond Insurance Costs	4,074,449		4,287,957	
Prepaid Insurance	200,167		46,518	
Deferred Outflows (pension related)	290,396		290,396	
Pension Asset	826,397		826,397	
Total Other Assets		107,812,557		108,929,471
Total Assets		**$ 2,457,378,217**		**$ 2,147,473,398**

Central Texas Regional Mobility Authority
Balance Sheet - Unaudited
as of June 30, 2019

	as of 06/30/2019		as of 06/30/2018	
	LIABILITIES			
Current Liabilities				
Accounts Payable	$ 8,431,660		$ 21,403,209	
Construction Payable	503,956		2,153,608	
Overpayments	401,467		205,278	
Interest Payable	27,687,951		25,847,463	
Deferred Compensation Payable	11,340		10,761	
TCDRS Payable	94,748		85,557	
Due to other Agencies	4,100,570		2,018,944	
Due to TTA	657,700		1,505,464	
Due to NTTA	239,401		107,895	
Due to HCTRA	82,436		67,631	
Due to Other Entities	1,039,946		1,836,945	
71E TxDOT Obligation - ST	1,723,140		1,570,166	
Total Current Liabilities		44,974,315		56,812,919
Long Term Liabilities				
Compensated Absences	541,425		282,775	
Deferred Inflows (pension related)	278,184		278,184	
Long Term Payables		819,609		560,959
Bonds Payable				
Senior Lien Revenue Bonds:				
Senior Lien Revenue Bonds 2010	77,280,699		73,558,022	
Senior Lien Revenue Bonds 2011	16,404,988		15,423,288	
Senior Refunding Bonds 2013	136,405,000		139,885,000	
Senior Lien Revenue Bonds 2015	298,790,000		298,790,000	
Senior Lien Put Bnd 2015	68,785,000		68,785,000	
Senior Lien Refunding Revenue Bonds 2016	358,030,000		358,030,000	
Senior Lien Revenue Bonds 2018	44,345,000		-	
Sn Lien Rev Bnd Prem/Disc 2013	6,297,782		8,095,554	
Sn Lien Revenue Bnd Prem 2015	19,580,844		20,777,349	
Sn Lien Put Bnd Prem 2015	1,862,854		3,726,157	
Senior lien premium 2016 revenue bonds	47,377,385		51,697,634	
Sn Lien Revenue Bond Premium 2018	3,949,510		-	
Total Senior Lien Revenue Bonds		1,079,109,061		1,038,768,004
Sub Lien Revenue Bonds:				
Sub Lien Refunding Bonds 2013	98,295,000		100,530,000	
Sub Lien Refunding Bonds 2016	73,905,000		74,305,000	
Subordinated Lien BANs 2018	46,020,000		-	
Sub Refunding 2013 Prem/Disc	1,391,142		1,837,996	
Sub Refunding 2016 Prem/Disc	8,298,236		9,155,305	
Sub Lien BANS 2018 Premium	1,322,833		-	
Total Sub Lien Revenue Bonds		229,232,211		185,828,301
Other Obligations				
TIFIA Note 2015	229,628,716		51,912,351	
TIFIA Note 2019	50,000		-	
SIB Loan 2015	33,034,828		31,752,055	
State Highway Fund Loan 2015	33,034,858		31,752,085	
State 45SW Loan	55,000,000		22,080,000	
71E TxDOT Obligation - LT	60,728,211		62,332,058	
Regions 2017 MoPAC Note	24,990,900		17,000,000	
Total Other Obligations		436,467,513		216,828,548
Total Long Term Liabilities		1,745,628,394		1,441,985,811
Total Liabilities		**1,790,602,709**		**1,498,798,730**

Central Texas Regional Mobility Authority
Balance Sheet - Unaudited
as of June 30, 2019

	as of 06/30/2019	as of 06/30/2018
NET ASSETS		
Contributed Capital	121,202,391	121,202,391
Net Assets Beginning	527,520,601	510,907,391
Current Year Operations	18,052,515	16,564,885
Total Net Assets	**666,775,508**	**648,674,668**
Total Liabilities and Net Assets	**$ 2,457,378,217**	**$ 2,147,473,398**

Central Texas Regional Mobility Authority
Statement of Cash Flow - Unaudited
as of June 30, 2019

Cash flows from operating activities:		
Receipts from toll revenues	$	105,961,106
Receipts from other fees		40,514
Receipts from interest income		(590,133)
Payments to vendors		(27,338,521)
Payments to employees		(5,160,800)
Net cash flows provided by (used in) operating activities		72,912,166
Cash flows from capital and related financing activities:		
Proceeds from notes payable		312,710,761
Refunding of bonds		(2,240,561)
Receipts from Department of Transportation		(465,185)
Payments on principal		(8,915,226)
Interest payments		(51,922,415)
Acquisitions of construction in progress		(159,071,709)
Net cash flows provided by (used in) capital and related financing activities		90,095,665
Cash flows from investing activities:		
Interest income		1,126,177
Purchase of investments		(379,872,173)
Proceeds from sale or maturity of investments		288,127,962
Net cash flows provided by (used in) investing activities		(90,618,034)
Net increase (decrease) in cash and cash equivalents		72,389,797
Cash and cash equivalents at beginning of period		169,170,746
Cash and cash equivalents at end of period	$	241,560,543

Reconciliation of change in net assets to net cash provided by operating activities:		
Operating income	$	46,270,005
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		27,505,665
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable		(1,504,120)
(Increase) decrease in prepaid expenses and other assets		(153,649)
(Decrease) increase in accounts payable		(1,058,068)
Increase (decrease) in accrued expenses		1,852,334
Total adjustments		26,642,161
Net cash flows provided by (used in) operating activities	$	72,912,166
Reconciliation of cash and cash equivalents:		
Unrestricted cash and cash equivalents	$	729,064
Restricted cash and cash equivalents		240,831,479
Total	$	241,560,543

INVESTMENTS by FUND

		Balance June 30, 2019
Renewal & Replacement Fund		
TexSTAR	397,431.95	
Goldman Sachs	14,882.44	
Agencies/ Treasuries		412,314.39
Grant Fund		
TexSTAR	4,389,641.35	
Goldman Sachs	542,260.52	
Agencies/ Treasuries	4,988,130.40	9,920,032.27
Senior Debt Service Reserve Fund		
TexSTAR	5,902,580.82	
Goldman Sachs	46,990,536.33	
Agencies/ Treasuries	29,933,142.80	82,826,259.95
2010 Senior Lien DSF		
Goldman Sachs	3,844,051.52	
TexSTAR		3,844,051.52
2011 Debt Service Acct		
Goldman Sachs	777,188.67	777,188.67
2013 Sr Debt Service Acct		
Goldman Sachs	5,036,439.37	5,036,439.37
2013 Sub Debt Service Account		
Goldman Sachs	3,647,875.80	3,647,875.80
2015 Sr Capitalized Interest		
Goldman Sachs	1.27	32,410,130.21
TexSTAR	32,410,128.94	
2015B Debt Service Account		
Goldman Sachs	1,726,868.92	1,726,868.92
2016 Sr Lien Rev Refunding Debt Service Account		
Goldman Sachs	9,396,729.75	9,396,729.75
2016 Sub Lien Rev Refunding Debt Service Account		
Goldman Sachs	1,886,818.32	1,886,818.32
2016 Sub Lien Rev Refunding DSR		
Goldman Sachs	1,887,689.78	
Agencies/ Treasuries	4,988,130.40	6,875,820.18
Operating Fund		
TexSTAR	334,398.45	
TexSTAR-Trustee	3,371,427.02	
Goldman Sachs	172,497.01	3,878,322.48
Revenue Fund		
Goldman Sachs	1,843,902.94	1,843,902.94
General Fund		
TexSTAR	25,676,120.74	
Goldman Sachs	23,071,094.32	88,611,188.39
Agencies/ Treasuries	39,863,973.33	
2013 Sub Debt Service Reserve Fund		
TexSTAR	5,206,610.45	
Goldman Sachs	3,593,549.54	8,800,159.99
71E Revenue Fund		
Goldman Sachs	8,331,824.38	8,331,824.38
MoPac Revenue Fund		
Goldman Sachs	1,089,667.23	1,089,667.23
MoPac Construction Fund		
Goldman Sachs	-	0.00
MoPac General Fund		
Goldman Sachs	7,241,356.32	7,241,356.32
MoPac Operating Fund		
Goldman Sachs	1,187,341.43	1,187,341.43
MoPac Loan Repayment Fund		
Goldman Sachs	81,775.60	81,775.60
2015B Project Account		
Goldman Sachs	10,418,242.70	
Agencies/ Treasuries	29,941,863.57	
TexSTAR	1,192,276.30	41,552,382.57
2015 TIFIA Project Account		
Goldman Sachs	28,209,983.10	
TexSTAR	49,120,145.18	
Agencies/ Treasuries	49,710,309.07	127,040,437.35
2011 Sr Financial Assistance Fund		
Goldman Sachs	4.26	15,781,897.88
TexSTAR	15,781,893.62	
2018 Sr Lien Project Cap I		
Goldman Sachs	7,855,581.50	7,855,581.50
2018 Sr Lien Project Account		
Goldman Sachs	39,502,869.55	39,502,869.55
2018 Sub Lien Project Account		
Goldman Sachs	16,312,510.29	16,312,510.29
2018 Sub Debt Service Account		
Goldman Sachs	924,193.94	924,193.94
2019 TIFIA Sub Lien Project Account		
Goldman Sachs	50,192.08	50,192.08
45SW Toll Revenue Fund		
Goldman Sachs	13,319.45	13,319.45
45SW Project Fund		
Goldman Sachs	10,423,485.76	10,423,485.76
		$ 539,282,938.48

TexSTAR	143,782,654.82
Goldman Sachs	236,074,734.09
Agencies & Treasury Notes	159,425,549.57
	$ 539,282,938.48

CTRMA INVESTMENT REPORT

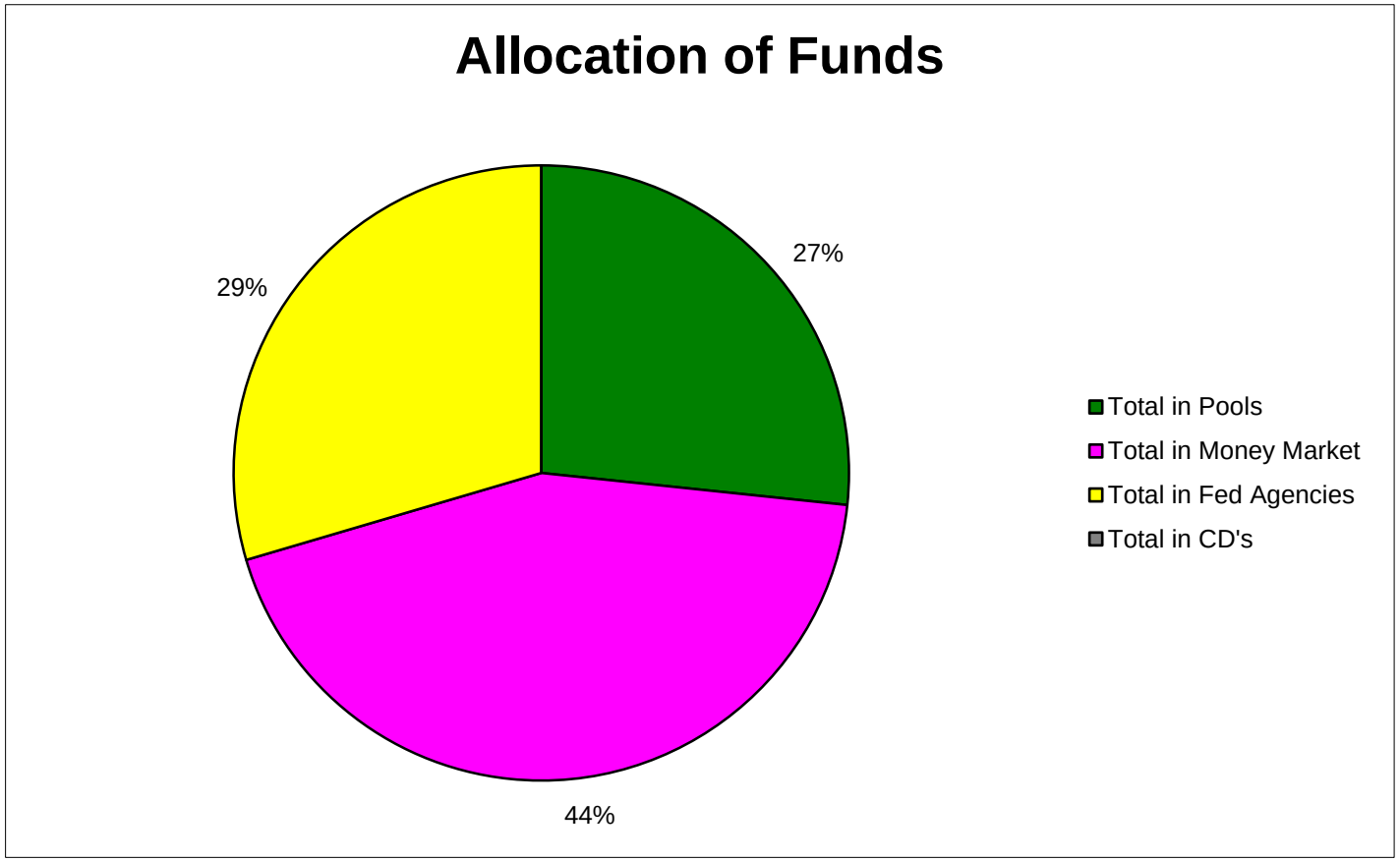
	Month Ending 6/30/19						
	Balance 6/1/2019	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 6/30/2019	Rate June
Amount in Trustee TexStar							
2011 Sr Lien Financial Assist Fund	15,751,098.59			30,795.03		15,781,893.62	2.3790%
2013 Sub Lien Debt Service Reserve	5,196,450.86			10,159.59		5,206,610.45	2.3790%
General Fund	25,626,019.22			50,101.52		25,676,120.74	2.3790%
Trustee Operating Fund	3,265,441.58	3,000,000.00		5,985.44	2,900,000.00	3,371,427.02	2.3790%
Renewal and Replacement	396,656.47			775.48		397,431.95	2.3790%
Grant Fund	4,381,075.89			8,565.46		4,389,641.35	2.3790%
Senior Lien Debt Service Reserve Fund	5,891,063.16			11,517.66		5,902,580.82	2.3790%
2015A Sr Ln Project Cap Interest	32,346,887.42			63,241.52		32,410,128.94	2.3790%
2015B Sr Ln Project	1,189,949.83			2,326.47		1,192,276.30	2.3790%
2015C TIFIA Project	49,024,297.62			95,847.56		49,120,145.18	2.3790%
	143,068,940.64	3,000,000.00		279,315.73	2,900,000.00	143,448,256.37	
Amount in TexStar Operating Fund	233,726.57	2,900,000.00		671.88	2,800,000.00	334,398.45	2.3790%
Goldman Sachs							
Operating Fund	140,503.00	3,031,757.84		236.17	3,000,000.00	172,497.01	2.2850%
45SW Project Fund	13,308,659.36			27,075.62	2,912,249.22	10,423,485.76	2.2850%
45SW Toll Revenue Fund	0.00	13,319.45		0.00		13,319.45	2.2850%
2015B Project Account	10,397,755.40			20,487.30		10,418,242.70	2.2850%
2015C TIFIA Project Account	44,518,257.42			90,082.71	16,398,357.03	28,209,983.10	2.2850%
2011 Sr Financial Assistance Fund	4.25			0.01		4.26	2.2850%
2010 Senior DSF	3,202,616.23	635,693.41		5,741.88		3,844,051.52	2.2850%
2011 Senior Lien Debt Service Acct	775,660.34			1,528.33		777,188.67	2.2850%
2013 Senior Lien Debt Service Acct	4,200,278.79	828,625.46		7,535.12		5,036,439.37	2.2850%
2013 Sub Debt Service Reserve Fund	3,586,482.88			7,066.66		3,593,549.54	2.2850%
2013 Subordinate Debt Service Acct	3,044,782.11	597,628.76		5,464.93		3,647,875.80	2.2850%
2015 Sr Capitalized Interest	1.27			0.00		1.27	2.2850%
2015B Debt Service Acct	1,439,628.66	284,658.21		2,582.05		1,726,868.92	2.2850%
2016 Sr Lien Rev Refunding Debt Service Account	8,210,995.00	1,170,602.87		15,131.88		9,396,729.75	2.2850%
2016 Sub Lien Rev Refunding Debt Service Account	1,573,225.78	310,770.60		2,821.94		1,886,818.32	2.2850%
2016 Sub Lien Rev Refunding DSR	1,883,977.67			3,712.11		1,887,689.78	2.2850%
2018 Sr Lien Project Cap I	7,840,134.61			15,446.89		7,855,581.50	2.2850%
2018 Sr Lien Project Account	39,425,192.76			77,676.79		39,502,869.55	2.2850%
2018 Sub Lien Project Account	20,110,672.53			43,380.73	3,841,542.97	16,312,510.29	2.2850%
2018 Sub Debt Service Account	769,447.72	153,367.34		1,378.88		924,193.94	2.2850%
2019 TIFIA Sub Lien Project Account	50,093.39			98.69		50,192.08	2.2850%
Grant Fund	541,194.17			1,066.35		542,260.52	2.2850%
Renewal and Replacement	14,853.17			29.27		14,882.44	2.2850%
Revenue Fund	998,560.58	10,775,835.13		6,289.17	9,936,781.94	1,843,902.94	2.2850%
General Fund	24,985,325.63	586,833.97		47,356.57	2,548,421.85	23,071,094.32	2.2850%
Senior Lien Debt Service Reserve Fund	46,907,158.29			83,378.04		46,990,536.33	2.2850%
71E Revenue Fund	7,686,150.68	701,467.84		14,219.01	70,013.15	8,331,824.38	2.2850%
MoPac Revenue Fund	1,584,531.81	1,443,523.95		502.12	1,938,890.65	1,089,667.23	2.2850%
MoPac General Fund	7,387,563.55	1,738,890.65		11,057.06	1,896,154.94	7,241,356.32	2.2850%
MoPac Operating Fund	1,229,325.38	200,000.00		2,046.71	244,030.66	1,187,341.43	2.2850%
MoPac Loan Repayment Fund	0.00	81,763.45		12.15		81,775.60	2.2850%
MoPac Managed Lane Construction Fund	6,090,021.64			12,624.95	6,102,646.59	0.00	2.2850%
	261,903,054.07	22,554,738.93	0.00	506,030.09	48,889,089.00	236,074,734.09	
Amount in Fed Agencies and Treasuries							
Amortized Principal	159,298,817.21		126,732.36			159,425,549.57	
	159,298,817.21	0.00	126,732.36	0.00	0.00	159,425,549.57	
Certificates of Deposit							
Total in Pools	143,302,667.21	5,900,000.00		279,987.61	5,700,000.00	143,782,654.82	
Total in GS FSGF	261,903,054.07	22,554,738.93		506,030.09	48,889,089.00	236,074,734.09	
Total in Fed Agencies and Treasuries	159,298,817.21	0.00	126,732.36		0.00	159,425,549.57	
Total Invested	564,504,538.49	28,454,738.93	126,732.36	786,017.70	54,589,089.00	539,282,938.48	

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

William Chapman, CFO

Mary Temple, Controller

6/30/2019


Allocation of Funds
27%
29%
44%
Total in Pools
Total in Money Market
Total in Fed Agencies
Total in CD's

Amount of Investments As of June 30, 2019

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Home loan Bank	3135G0P49sub	4,921,265.00	4,988,130.40	4,990,509.75	2.4520%	7/20/2018	8/28/2019	2016 Sub DSRF
US Treasury Note	912828F39	9,955,859.38	9,980,621.19	9,989,062.50	2.5137%	3/5/2019	9/30/2019	Senior DSRF
Federal Home loan Bank	3135G0P49	19,685,060.00	19,952,521.61	19,962,039.00	2.4520%	7/20/2018	8/28/2019	Senior DSRF
Fannie Mae	3135G0P49gnt	4,921,265.00	4,988,130.40	4,990,509.75	2.4520%	7/20/2018	8/28/2019	Grant Fund
Farmer Mac	31422BDL1	20,000,000.00	20,000,000.00	20,077,568.00	2.5995%	3/11/2019	9/25/2020	General Fund
Fannie Mae	3135G0T29	19,795,960.00	19,863,973.33	19,923,149.20	2.5600%	3/5/2019	2/28/2020	General Fund
US Treasury Note	912828F39A	29,867,578.13	29,941,863.57	29,967,187.50	2.5317%	3/5/2019	9/30/2019	2015B Sr Project
US Treasury Note	912828UF5	49,525,228.76	49,710,309.07	49,753,906.50	2.3352%	3/5/2019	12/31/2019	2015C TIFIA Project
		158,672,216.27	159,425,549.57	159,653,932.20				

			Cummulative	6/30/2019		Interest Income		June 30, 2019
Agency	CUSIP #	COST	Amortization	Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
Federal Home loan Bank	3135G0P49sub	4,921,265.00	66,865.40	4,988,130.40	25,000,000.00	4,166.67	5,934.80	10,101.47
US Treasury Note	912828F39	9,955,859.38	24,761.81	9,980,621.19	10,000,000.00	14,583.34	6,459.60	21,042.94
Federal Home loan Bank	3135G0P49	19,685,060.00	267,461.61	19,952,521.61	20,000,000.00	16,666.67	23,739.20	40,405.87
Fannie Mae	3135G0P49gnt	4,921,265.00	66,865.40	4,988,130.40	5,000,000.00	4,166.67	5,934.80	10,101.47
Farmer Mac	31422BDL1	20,000,000.00	-	20,000,000.00	20,000,000.00	43,333.33	-	43,333.33
Fannie Mae	3135G0T29	19,795,960.00	68,013.33	19,863,973.33	20,000,000.00	25,000.00	17,003.33	42,003.33
US Treasury Note	912828F39A	29,867,578.13	74,285.44	29,941,863.57	30,000,000.00	43,750.00	19,378.81	63,128.81
US Treasury Note	912828UF5	49,525,228.76	185,080.31	49,710,309.07	50,000,000.00	46,875.00	48,281.82	95,156.82
		158,672,216.27	753,333.30	159,425,549.57	180,000,000.00	198,541.68	126,732.36	325,274.04

ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

	Balance 6/1/2019	Additions	Accrued Interest	Withdrawals	Balance 6/30/2019
Goldman Sachs	934,047.07		1,965.15	283,959.92	652,052.30

Campo Regional Infrastructure Fund

	Balance 6/1/2019	Additions	Accrued Interest	Withdrawals	Balance 6/30/2019
Goldman Sachs	4,086,641.05		8,051.63	-	4,094,692.68

183 South Design-Build Project

Contingency Status

June 30, 2019

Original Construction Contract Value: $581,545,700

Total Project Contingency			**$47,860,000**
Obligations	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
		Others Less than $300,000 (6)	$948,630
	CO#10	City of Austin Utility ($1,010,000 - no cost to RMA)	$0
	Executed Change Orders		$3,239,174
	Change Orders Under Negotiation		$5,240,000
	Potential Contractual Obligations		$10,510,000
(-) Total Obligations			**$18,989,174**
Remaining Project Contingency			**$28,870,826**

SH 45SW Construction

Contingency Status

June 30, 2019

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Original Construction Contract Value: $75,103,623

Total Project Contingency			**$**	**7,520,000**
Obligations	CO #04	Installation of PEC and TWC Conduits	$	458,439
	CO #05	Installation of SSTR Drilled Shafts and Moment Slab	$	538,945
		Total of Others Less than $300,000 (19)	$	377,376
	Executed Change Orders		**$**	**1,374,760**
	Change Orders in Negotiations		**$**	**2,334,225**
	Potential Contractual Obligations		**$**	**440,263**
(-) Total Obligations			**$**	**4,149,249**
Remaining Project Contingency			**$**	**3,370,751**

MOPAC Construction

Financial Status

June 30, 2019

Original Construction Contract Value:			**$ 136,632,100**
Change Orders	CO#01B	5th & Cesar Chavez SB Reconfig (Construction)	$593,031
	CO#05B	FM 2222 Bridge NB Ret Wall Abutment Repair (Construction)	$850,000
	CO#07	FM 2222 Exit Storage Lane	$426,000
	CO#08C	Refuge Area: Added Shoulder Adjustment Sound Wall #1	$2,508,548
	CO#09	Westover SB Frontage Repairs	$450,000
	CO#12	Barrier Rail Opaque Seal	$542,419
	CO#17	Bike and Ped Improvements at Far West Blvd Bridge/FM 2222	$971,889
	CO#20	Northern Terminus Sound Wall #3	($1,210,540)
	CO#32	Void of CO#05B, #09, #10, UPRR	($1,501,437)
	CO#33	Shared Use Path at US 183	($1,000,000)
	CO#34	Undercrossing Fire Protection	$1,412,574
	CO#35	TxDOT Duct Bank Interference	$1,357,196
	CO#36	Non-Compliant Existing Illumination	$2,226,189
	CO#37	NB Pavement Cross Slope and Profile Corrections	$3,635,477
	CO#38	SB Pavement Cross Slope and Profile Corrections	$3,100,298
	CO#39	Unidentified Utilities	$1,215,854
	CO#42	NB04, NB08, and Westminster Wall Revisions	($402,964)
		Total of Others Less than $300,000 (21)	$1,572,258
			Approved = $12.9M
Executed Change Orders			**$ 16,746,792**
Revised Construction Contract Value			**$ 153,378,892**
Change Orders under Negotiation			**$ -**
Potential Construction Contract Value			**$ 153,378,892**
Incentive/Milestone			**$ 21,500,000**
Potential Construction Contract Value with Incentive/Milestone			**$ 176,931,304**
Amount paid CH2M for Incentives/Milestones			**$ (20,299,209)**
Amount paid CH2M through June 2019 draw (as of 6/30/2019)			**$ (134,431,104)**
Assessed Liquidated Damages			**$ (20,000,000)**
Potential Amount Payable to CH2M			**$ 1,000,200**

MOPAC Misc. Construction

Financial Status

June 30, 2019

Original Construction Contract Value:	**$**	**4,583,280**

Change Orders			
	Total of Others Less than $300,000 (12 Total, 8 Taken out of Contingency)	$	473,070
Executed Change Orders		**$**	**473,070**

Revised Construction Contract Value	**$**	**5,056,349**
Change Orders under Negotiation	**$**	**504,388**
Potential Construction Contract Value	**$**	**5,560,737**
Amount paid McCarthy through June 2019 draw (as of 6/30/2019)	**$**	**(4,354,116)**
Potential Amount Payable to McCarthy	**$**	**1,206,621**

290E Ph. III

Contingency Status

June 30, 2019

Original Construction Contract Value: $71,236,424

Total Project Contingency	**$25,926,282**

Obligations	Others Less than $300,000 (0)	$0
	Executed Change Orders	$0
	Change Orders Under Negotiation	$160,000
	Potential Contractual Obligations	$1,860,000

(-) Total Obligations	**$2,020,000**

Remaining Project Contingency	**$23,906,282**

TexSTAR

Monthly Newsletter – June 2019

Performance

As of June 30, 2019

Current Invested Balance	$8,072,061,682.23
Weighted Average Maturity (1)	15 Days
Weighted Average Maturity (2)	97 Days
Net Asset Value	1.000019
Total Number of Participants	906
Management Fee on Invested Balance	0.06%*
Interest Distributed	$16,376,931.59
Management Fee Collected	$402,887.10
% of Portfolio Invested Beyond 1 Year	11.38%
Standard & Poor's Current Rating	AAAm

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

June Averages

Average Invested Balance	$8,169,346,653.88
Average Monthly Yield, on a simple basis	2.3790%
Average Weighted Average Maturity (1)*	19 Days
Average Weighted Average Maturity (2)*	103 Days

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

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

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

New Participants

We would like to welcome the following entities who joined the TexSTAR program in June:

- ★ Harris County MUD No. 358
- ★ Wilmer Economic Development Corporation A
- ★ Montgomery County MUD No. 107
- ★ Wilmer Economic Development Corporation B

Economic Commentary

The Fed kept rates unchanged at 2.25%-2.50% at its June Federal Open Market Committee meeting, a move that was widely anticipated, but the decision in aggregate was dovish. The committee highlighted recent headwinds, such as rising trade uncertainty combined with muted inflation and softer global growth as reasons to closely monitor data in the second half of the year, and indicated that the FOMC would act as necessary to sustain the expansion.

It was all going so well. The Fed had decided early in the year to end three years of tightening, taking pressure off the markets. Other major central banks validated this by tilting dovishly. The markets rejoiced by drifting higher: yields moved lower, credit spreads narrowed, and other asset classes drafted off the stability in the bond market and central banking. Nevertheless, for the last 18 months, our primary concerns have been about the trade negotiations between the U.S. and China and then between the U.S. and the rest of the world. Quite simply, we feared tariff escalation would reduce trade, which would negatively affect GDP and, ultimately, bring forward the probability of recession. In May, our fears became reality and forced us to make a call on what is effectively a binary outcome: either both a trade compromise and the extension of a recovery or an all-out trade war bringing us a step closer to recession. The use of tariffs not just to normalize a structural trade disadvantage but to achieve policies and agreements is worrisome. Markets are hopeful that the tailwind of a coordinated central bank response will somewhat offset the headwind of a trade war.

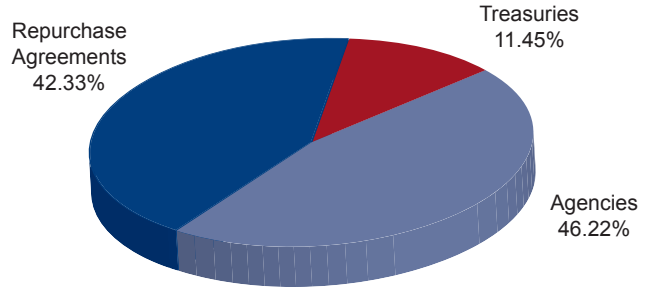
The reaction function of the major central banks has shifted, and it is now evident that policymakers are aiming to be ahead of the curve. This was corroborated on June 19, when Fed Chairman Jerome Powell quoted the axiom "an ounce of prevention is worth a pound of cure" in reference to his current monetary policy mindset. Recent US data prints have been mixed to negative—though, importantly, central bankers have indicated that they will ease policy even against a stable data backdrop, given the trade-related uncertainty. The G20 summit at the end of June provided a welcomed truce in the U.S.-China trade war, with negotiations to restart at an undefined date. While maintaining the tariffs already in place, the U.S. agreed to delay implementing the next round of tariffs on approximately $300bn of imports. Despite this positive news, the latest survey of businesses suggests growth momentum continues to slide. It therefore appears likely that the sustained period of U.S. economic and monetary policy divergence versus the rest of the world is coming to an end. With no date in sight for the start of renewed negotiations, we believe the trade war will linger on. Amid this uncertainty, we expect the Fed to ease two to three times in 2019 starting in July.

This information is an excerpt from an economic report dated June 2019 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

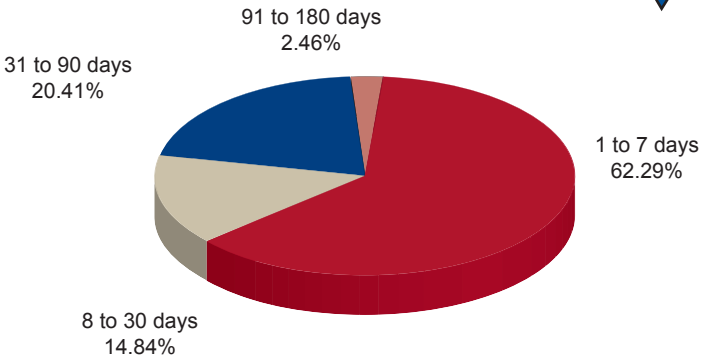
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

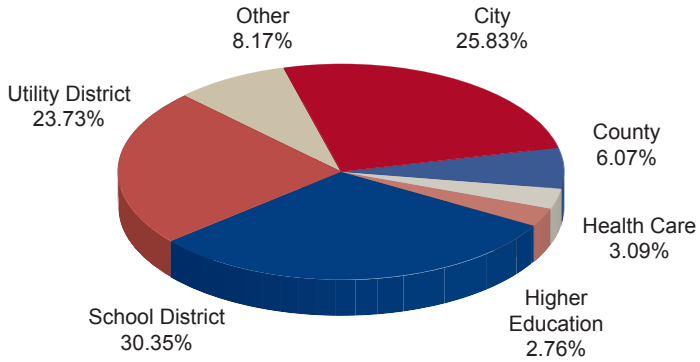
Portfolio by Type of Investment As of June 30, 2019



Portfolio by Maturity As of June 30, 2019



Distribution of Participants by Type As of June 30, 2019



Historical Program Information

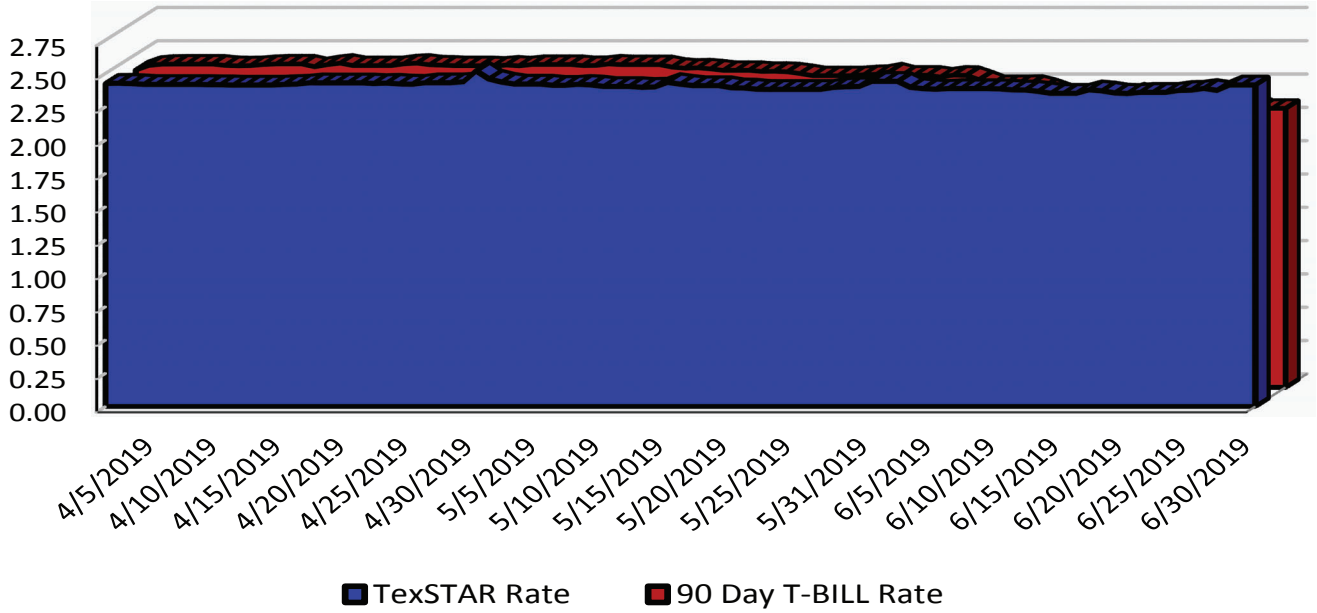
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Jun 19	2.3790%	$ 8,072,061,682.23	$8,072,222,027.73	1.000019	19	103	906
May 19	2.4048%	8,251,300,232.20	8,251,929,597.00	1.000042	25	105	902
Apr 19	2.4243%	8,464,290,753.69	8,464,331,283.11	1.000004	26	101	895
Mar 19	2.4112%	8,378,300,782.34	8,378,032,817.90	0.999968	41	106	893
Feb 19	2.4001%	9,198,012,187.60	9,197,689,206.82	0.999964	45	99	891
Jan 19	2.3937%	8,624,044,987.80	8,623,938,284.28	0.999987	37	82	890
Dec 18	2.3069%	7,738,483,374.11	7,738,245,287.60	0.999940	40	95	888
Nov 18	2.2176%	6,683,233,268.87	6,682,898,473.43	0.999949	41	102	886
Oct 18	2.1615%	6,581,942,899.40	6,581,269,831.00	0.999897	41	101	884
Sep 18	1.9995%	6,458,418,968.50	6,458,002,746.78	0.999935	30	96	883
Aug 18	1.9225%	6,701,017,159.16	6,701,228,119.73	0.999971	24	91	879
Jul 18	1.8965%	6,837,425,331.68	6,837,427,966.67	1.000000	19	84	877

Portfolio Asset Summary as of June 30, 2019

	Book Value	Market Value
Uninvested Balance	$ 364.52	$ 364.52
Accrual of Interest Income	11,090,143.62	11,090,143.62
Interest and Management Fees Payable	(16,412,379.87)	(16,412,379.87)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	3,419,281,999.78	3,419,281,999.78
Government Securities	4,658,101,554.18	4,658,261,899.68
Total	**$ 8,072,061,682.23**	**$ 8,072,222,027.73**

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 at $1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill. 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 June 2019

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
6/1/2019	2.4394%	0.000066832	$8,251,300,232.20	1.000042	22	105
6/2/2019	2.4394%	0.000066832	$8,251,300,232.20	1.000042	22	105
6/3/2019	2.3941%	0.000065591	$8,260,084,465.02	1.000041	23	108
6/4/2019	2.3844%	0.000065327	$8,245,076,040.48	1.000068	23	108
6/5/2019	2.3799%	0.000065203	$8,219,067,761.86	1.000054	22	108
6/6/2019	2.3850%	0.000065342	$8,177,925,281.26	1.000063	22	107
6/7/2019	2.3848%	0.000065336	$8,148,823,587.34	1.000062	21	106
6/8/2019	2.3848%	0.000065336	$8,148,823,587.34	1.000062	21	106
6/9/2019	2.3848%	0.000065336	$8,148,823,587.34	1.000062	21	106
6/10/2019	2.3824%	0.000065271	$8,113,362,050.17	1.000066	21	107
6/11/2019	2.3753%	0.000065076	$8,081,872,285.75	1.000061	21	107
6/12/2019	2.3743%	0.000065048	$8,111,223,170.94	1.000055	20	106
6/13/2019	2.3638%	0.000064762	$8,058,026,269.40	1.000055	20	105
6/14/2019	2.3494%	0.000064367	$8,193,538,635.92	1.000048	20	104
6/15/2019	2.3494%	0.000064367	$8,193,538,635.92	1.000048	20	104
6/16/2019	2.3494%	0.000064367	$8,193,538,635.92	1.000048	20	104
6/17/2019	2.3754%	0.000065080	$8,181,487,957.21	1.000058	19	103
6/18/2019	2.3675%	0.000064864	$8,242,546,064.81	1.000056	19	102
6/19/2019	2.3521%	0.000064441	$8,212,112,336.33	1.000088	19	102
6/20/2019	2.3477%	0.000064321	$8,214,418,888.24	1.000042	18	101
6/21/2019	2.3567%	0.000064568	$8,192,871,842.63	1.000042	17	100
6/22/2019	2.3567%	0.000064568	$8,192,871,842.63	1.000042	17	100
6/23/2019	2.3567%	0.000064568	$8,192,871,842.63	1.000042	17	100
6/24/2019	2.3706%	0.000064948	$8,158,145,581.42	1.000042	17	99
6/25/2019	2.3732%	0.000065019	$8,163,996,395.27	1.000029	17	99
6/26/2019	2.3861%	0.000065373	$8,122,498,000.55	1.000023	16	99
6/27/2019	2.3716%	0.000064974	$8,194,069,359.01	1.000013	16	97
6/28/2019	2.4121%	0.000066086	$8,072,061,682.23	1.000019	15	97
6/29/2019	2.4121%	0.000066086	$8,072,061,682.23	1.000019	15	97
6/30/2019	2.4121%	0.000066086	$8,072,061,682.23	1.000019	15	97
Average	2.3790%	0.000065179	$8,169,346,653.88		19	103

TexSTAR Participant Services
1201 Elm Street, Suite 3500
Dallas, TX 75270
1-800-839-7827

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
Nicole Conley	Austin ISD	Advisory Board
David Pate	Richardson ISD	Advisory Board
James Mauldin	University of North Texas System	Advisory Board
Sandra Newby	Tarrant Regional Water District/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

July 24, 2019
AGENDA ITEM #6

Amend Mobility Authority Policy Code Chapter 4, Article 16, Section 401.013 Purchase Threshold Amounts to comply with federal procurement requirements

Strategic Plan Relevance:	Transparency/Accountability
Department:	Finance
Contact:	William Chapman, CFO
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Consider and act on draft resolution

Because CTRMA is the recipient of federal awards, it is the desire to amend Section 401.013 *Purchase Threshold Amounts* of Article 16 General Goods and Services, of the current Policy code as it pertains to procurements, to be consistent with federal guidelines.

Backup Provided: Draft Resolution
Draft Policy Change

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

RESOLUTION NO. 19-0XX

AMENDING MOBILITY AUTHORITY POLICY CODE SECTION 401.013

WHEREAS, by Resolution No. 12-016 dated February 29, 2012, the Board of Directors adopted the Mobility Authority Policy Code ("Policy Code"); and

WHEREAS, subsequent to its initial adoption, the Board of Directors has amended the Policy Code from time to time in order to modify existing policies and incorporate new policies beneficial to the operation of the Central Texas Regional Mobility Authority ("Mobility Authority"); and

WHEREAS, as a recipient of federal financial assistance, the Mobility Authority is required to comply with federal procurement procedures; and

WHEREAS, the methods of procurement to be followed by a non-federal entity are set forth in Title 2, Code of Federal Regulations, Section 200.320; and

WHEREAS, the Executive Director recommends amending Policy Code Section 401.013 as shown in Exhibit A to be consistent with federal regulations.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby amends Section 401.013 of the Mobility Authority Policy Code as shown in Exhibit A attached hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:	Approved:
_____	_____
Geoffrey Petrov, General Counsel	Nikelle Meade Vice Chair, Board of Directors

Exhibit A

Article 16. GENERAL GOODS AND SERVICES

401.012 Approval of Board.

(a) Every procurement of general goods and services costing more than $50,000 shall require the approval of the board, evidenced by a resolution adopted by the board.

(b) A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

401.013 Purchase Threshold Amounts.

(a) The authority may procure general goods and services costing $~~50,000~~3,000 or less by such method and on such terms as the executive director determines to be in the best interests of the authority. These purchases may be awarded without soliciting competitive quotations if the Executive Director, Chief Financial Officer or Controller determines the price offered to be reasonable. To the extent practicable, purchases made by this method should be distributed equitably among qualified suppliers.

(b) The authority may procure general goods and services costing $150,000 or less by using informal procurement methods to obtain price or rate quotes from three or more qualified sources. In the event price and rate quotes from only two sources are available, documentation of the authority's efforts to obtain quotes from additional sources must be provided.

(c) General goods and services costing more than $150,000 shall be procured using competitive bidding or competitive sealed proposals.

(d) A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

401.014 Competitive Bidding Procedures.

Competitive bidding for general goods and services shall be conducted using the same procedures specified for the competitive bidding of construction contracts, except that:

(1) with respect to a particular procurement, the executive director may waive the qualification requirements for all prospective bidders;

(2) the executive director may waive the submission of payment or performance bonds (or both) and/or insurance certificates by the successful bidder if not otherwise required by law;

(3) notice of the procurement shall be published once at least two weeks before the deadline for the submission of responses in the officially designated newspaper of the authority, as well as on the authority's website (www.ctrma.org).

(4) in addition to advertisement of the procurement as set forth in subsection 7.3(c) above, the authority may solicit bids by direct mail, telephone, Texas Register publication, advertising in other locations, or via the Internet. If such solicitations are made in addition to newspaper advertising, the prospective bidder may not be solicited by mail, telephone and internet or in

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #7

Authorize the Executive Director to negotiate and execute agreements with Travis County and Williamson County for habitual violator road enforcement services

Strategic Plan Relevance:	Regional Mobility
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	Not to exceed $275,000 in total *($137,500 per County)*
Funding Source:	Toll Revenues
Action Requested:	Consider and act on draft resolution

Summary:

Background - The vast majority of Mobility Authority customers pay for their toll usage in a timely manner, either by electronic toll tag or through our courtesy Pay By Mail program. Non-payers undermine the ability of the Mobility Authority pay back its bonds and to finance future projects, and is presents an unfair burden to its paying customers.

Chapter 372 of the Texas Transportation Code provides enforcement tools for egregious toll violators throughout Texas. This statute authorizes additional remedies for "habitual violators," those who have accumulated 100 or more unpaid tolls in aggregate in a 12-month period and have been issued two notices of nonpayment. The remedies include publication of the toll scofflaw's name, a vehicle registration block and a ban of the vehicle's use of the entity's toll facilities. Traffic citations and vehicle impoundment are possible for those who violate the vehicle prohibition.

Current Action - Through agreements with Travis and Williamson County, the Authority will contract for marked law enforcement vehicles, uniformed law enforcement officer, and all vehicular equipment necessary to identify offenders and enforce Texas Transportation Code Section 372 violation of an order prohibiting the

operation of motor vehicles on CTRMA-operated toll facilities within Travis County, Williamson County or adjacent counties when the following criteria are met:

i) the registered owner of the vehicle has been finally determined to be a habitual violator; and
ii) the toll project entity has provided notice of the prohibition order to the registered owner.

Specific operations include active law enforcement, identifying and stopping certain vehicles via the use of license plate information provided by CTRMA, issuing a citation for violation of a prohibition order, issuing verbal and written notification to the violator of possible action to be taken if violator continues to use the facility, and directing the impoundment of the prohibited vehicle under the appropriate circumstances. Additional active law enforcement may include citations, warnings, arrests, perpetrator transportation, impounding of vehicles, etc.

In addition, the law enforcement agencies will be required to provide written monthly reports noting their enforcement hours and a summary of the violations issued during the targeted enforcement period.

The Authority will in turn outline the targeted enforcement period and provide a list of the targeted enforcement areas within Travis County or adjacent counties. Each County will be compensated at an agreed upon hourly rate for each officer as well as the use of County vehicles. Additional fees may be added where applicable to cover administrative staff and direct benefits.

The term of the proposed Agreements is one (1) year after execution. The Agreement may also be terminated by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Previous Actions - The Mobility Authority's Board of Directors approved changes to its Policy Code in September 2018 adding the habitual violator remedies to the enforcement toolkit. In June 2019 the Board approved an agreement with GTS Technology Solutions for the purchase and installation of automated license plate readers (ALPRs) to detect vehicles matching the Authority's "hot list" and notify law enforcement who may then detain the prohibited vehicle.

Staff Recommendation - Staff recommends approval of this item.

Backup Provided - Draft Resolution

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

RESOLUTION NO. 19-0XX

AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE INTERLOCAL AGREEMENTS WITH TRAVIS COUNTY AND WILLIAMSON COUNTY FOR HABITUAL VIOLATOR ROAD ENFORCEMENT SERVICES

WHEREAS, by Resolution No. 18-059 dated October 31, 2018, the Board of Directors amended the Mobility Authority Toll Policy Code to include the additional level of habitual violator enforcement as prescribed by Chapter 372, Texas Transportation Code; and

WHEREAS, pursuant to the habitual violator policy, the Board of Directors may prohibit the operation of a motor vehicle owned or leased by a person determined to be a habitual violator on all Mobility Authority toll roads. Vehicles that continue to operate on a Mobility Authority toll road after the prohibition are subject to ticketing and impounding; and

WHEREAS, it is necessary to retain the services of law enforcement officers to enforce an order of the Board of Directors prohibiting the use of Mobility Authority toll facilities by a person determined to be a habitual violator; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 370 of the Texas Transportation Code authorize a regional mobility authority to enter into an agreement with a governmental entity for the performance of governmental functions and services, including administrative functions; and

WHEREAS, the Executive Director requests authorization to negotiate and execute separate interlocal agreements with Travis County and Williamson County, each for a term of one (1) year and in an amount not to exceed $137,500., to retain the services of law enforcement officers for habitual violator road enforcement on Mobility Authority facilities.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors hereby authorizes the Executive Director to negotiate and execute interlocal agreements with Travis County and Williamson County on behalf of the Mobility Authority to retain the services of law enforcement officers for habitual violator road enforcement on Mobility Authority facilities; and

BE IT FURTHER RESOLVED, that each agreement shall be for a term of one (1) year and in an amount not to exceed $137,500.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:	Approved:
_____	_____
Geoffrey Petrov, General Counsel	Nikelle Meade Vice Chair, Board of Directors

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #8

Approve Amendment No. 4 to the Maintenance Services Agreement with Kapsch TrafficCom USA, Inc. to provide maintenance support for the SH 45SW toll project

Strategic Plan Relevance:	Regional Mobility
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	Up to $99,744.72
Funding Source:	General Fund
Action Requested:	Consider and act on draft resolution

Summary:

Background - In 2007, the CTRMA entered into a contract for maintenance services for Toll Collection System maintenance with Kapsch TrafficCom USA (formerly Caseta Technologies, Inc.). The scope of services was based on an anticipated implementation schedule for the various segments of the System through the initial term of the contract. The contract has been subsequently amended to add additional toll facilities as they've come online.

Current Action - This proposed amendment to the contract with Kapsch TrafficCom USA provides for temporary maintenance services for the roadside lane equipment, toll host system, intelligent transportation systems (ITS), wrong way detection and communication infrastructure installed by Kapsch TrafficCom USA for the Authority's new SH 45 SW Toll project.

Under this amendment, Kapsch TrafficCom USA will provide monitoring, maintenance, repair and support of all toll systems, ITS and traffic management system including traffic control devices, CCTV cameras, dynamic message signs, host systems and subsystems supporting image review. This support will begin once the toll project passes its 30-day operational testing phase and conclude once a more comprehensive contract amendment for has been finalized or 60 days, whichever is greater.

Pricing for maintenance activities is based upon a base lane cost as well as compensation for the positions required to sustain CTRMA's toll system and ITS infrastructure. The monthly pricing for this temporary support is reflected in the table below.

SH 45 SW O&M Support						
Item #	**Description**	**Unit**	**2019 CPI Adjusted Rate**	**Unit Price**	**SH 45 SW Maintenance**	
				Per Month	*Qty.*	*Per Month*
110	Base Monthly Fee			$745.34	4	$ 2,981.35
111	Software Engineer	160	$157.59		0.5	$ 12,606.92
112	System Admin	160	$172.52		0.25	$ 6,900.95
113	Business Analyst	160	$157.59		1	$ 25,213.83
114	Technician	173	$120.90		0	$ 0.00
116	Technician ODCs	1		$2,169.31	1	$ 2,169.31
TOTAL – Per Month						**$ 49,872.36**

The more comprehensive Amendment #5 will adjust pricing and staffing for 183A, 290, 71 and the MoPac Express Lane as well as the upcoming 183S and 290 Phase III Toll projects. In addition, the amendment will establish performance measures and associated penalties for non-performance. Staff anticipates submitting this amendment for board approval at the September 2019 meeting.

Previous Actions - The Authority's Board of Directors has previously approved three amendments to the base maintenance contract:

- *Amendment No. 1:* Executed April 2011; added maintenance services and pricing for Manor Expressway (290 Toll).
- *Amendment No. 2:* Executed May 2011; expanded provision of maintenance services to other regional mobility authorities.
- *Amendment No. 3:* Executed May 2016; added maintenance pricing for the 71 Toll and MoPac Express Lane projects.

In addition, multiple Work Authorizations have been approved to facilitate the development and implementation of key projects and system enhancements.

Action Requested/Staff Recommendation – Staff recommends approval of Amendment No. 4 to the Maintenance Services Agreement with Kapsch TrafficCom to provide temporary maintenance support for the SH 45 SW Toll project.

Financing – General Fund

Backup Provided - Draft Resolution
Draft Fourth Amendment

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

RESOLUTION NO. 19-0XX

APPROVE AMENDMENT NO. 4 TO THE MAINTENANCE SERVICES AGREEMENT WITH KAPSCH TRAFFICCOM USA, INC.

WHEREAS, in 2007 the Central Texas Regional Mobility Authority (Mobility Authority) entered into a Contract for Maintenance Services for Toll Collection System maintenance (the "Contract") with Kapsch TrafficCom USA, Inc. (formerly Schneider Electric Mobility NA, Inc.); and

WHEREAS, by Resolution No. 16-023, dated May 3, 2016, the Board approved Amendment No. 3 to the Maintenance Services Contract with Kapsch TrafficComm USA, Inc. to provide maintenance and support services for the MoPac Improvement Project and SH 71; and

WHEREAS, the Mobility Authority requires maintenance services for the SH 45SW toll project including roadside lane equipment, toll host system, intelligent transportation systems, wrong way detection and communication infrastructure; and

WHEREAS, the Executive Director and Kapsch TrafficComm USA, Inc. have negotiated Amendment No. 4 to the Contract to incorporate monthly maintenance services for the SH 45SW toll project; and

WHEREAS, the Executive Director recommends that the Board of Directors approve Amendment No. 4 to the Contract with Kapsch TrafficComm USA, Inc. in the form attached as Exhibit A hereto.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves Amendment No. 4 to the Contract with Kapsch TrafficComm USA, Inc.; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to finalize and execute Amendment No. 4 to the Contract with Kapsch TrafficComm USA, Inc. on behalf of the Mobility Authority in the form or substantially the same form as is attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:	Approved:
_____	_____
Geoffrey Petrov, General Counsel	Nikelle Meade Vice Chair, Board of Directors

Exhibit A

FOURTH AMENDMENT TO

MAINTENANCE SERVICES CONTRACT

FOR TOLL COLLECTION SYSTEM BETWEEN CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

AND KAPSCH TRAFFICCOM USA, INC.

This Amendment to the Maintenance Services Contract for Toll Collection System between Central Texas Regional Mobility Authority ("CTRMA") and Kapsch TrafficCom USA, Inc. (the "Contractor") is made effective as of the ___ day of July 2019, and is for the purpose of amending SCHEDULE 1.2 of the Maintenance Services Contract for Toll Collection System between CTRMA and Contractor, effective March 3, 2007 (the "Contract").

Pursuant to action of the CTRMA Board of Directors, reflected in Resolution No. 19-0XX, dated July 24, 2019, Schedule 1.1 of the Contract is amended as described below.

SCHEDULE 1.2: PRICE SCHEDULE is amended by revising the monthly fee to reflect the current status of the 183A Phase I & II Toll project, 290E Phase I & II Toll project, the MoPac Express Lane, 71 Toll project, TMC Operations and the new 45 SW Toll projects as follows:

SCHEDULE 1.2 is deleted in its entirety and replaced with the attached SCHEDULE 1.3.

By their signatures below, the parties of the Contract evidence, their agreement to the amendment set forth above.

CENTRAL TEXAS REGIONAL	KAPSCH TRAFFICCOM
MOBILITY AUTHORITY	USA, INC.
_____	_____
Mike Heiligenstein Executive Director	Peter Aczel General Manager Delivery and Operation

SCHEDULE 1.3

MAINTENANCE SERVICES CONTRACT FOR TOLL COLLECTION SYSTEM

PRICE SCHEDULE

This section provides descriptions of the Method of Measurement and the Basis of Payment to complete the work for maintenance services on the toll collection systems on the CTRMA's Toll Road System.

Segment Payments

1. Monthly Maintenance Services for 183A Toll, 290 Toll, 71 Toll, MoPac Express Lane and TMC Operations at the current rates

Monthly Fee for maintaining 183A Toll, 290 Toll, 71 Toll, and the MoPac Express Lane projects, including Plaza System, Host System, Communications Equipment, all ETC Toll Lanes, System Administration, and the complete Intelligent Transportation System as furnished and installed shall be measured on a per month basis. Each per month unit shall include furnishing all labor, materials, and support services to perform Maintenance Services for that month in conformance with the requirements of the Specifications, the specified requirements of the ITS equipment, and as accepted by the CTRMA.

Maintenance Contract Coverage for Existing Roadways	FTE Count	Month Price	Annual Price
183A Toll, 290 Toll, 71 Toll, MoPac Express Lane & TMC Operations	10	$170,807.20	$ 2,049,686.40

2. Monthly Maintenance Services for 183A Toll, 290 Toll, 71 Toll, MoPac Express Lane and TMC Operations and Temporary Maintenance Services for the 45 SW Toll

Monthly Fee for maintaining 183A Toll, 290 Toll, 71 Toll, MoPac Express Lane and 45 SW Toll projects, including Plaza System, Host System, Communications Equipment, all ETC Toll Lanes, System Administration, and the complete Intelligent Transportation System as furnished and installed shall be measured on a per month basis. Each per month unit shall include furnishing all labor, materials, and support services to perform Maintenance Services for that month in conformance with the requirements of the Specifications, the specified requirements of the ITS equipment, and as accepted by the CTRMA.

Support for the 45 SW Toll at the monthly amount of $49,872.36 will begin once the toll project passes its 30-day operational testing phase and conclude when a comprehensive contract amendment for maintenance has been finalized or after 60 days, whichever is greater.

Proposed Maintenance Contract Coverage	FTE Count	Month Price	Annual Price
183A Toll, 290 Toll, 71 Toll, MoPac Express Lane, TMC Operations **and 45 SW Toll ***	11.75	$ 220,679.56	$ 2,648,154.72

** Temporary support at the 2019 CPI rate*

Hourly Rates

The Hourly Rates for the 45 SW Toll Project are CY2019 Fully Loaded Rates.

Item Description / Position Title	CY2016	CY2017	CY2018	CY2019
	1.69%	2.33%	1.93%	**2.00%**
Software Engineer	$148.12	$151.57	$154.50	**$157.59**
System / Hardware Engineer	$162.16	$165.94	$169.14	**$172.52**
Technician	$113.64	$116.29	$118.53	**$120.90**
Database Administrator	$210.68	$215.59	$219.75	**$224.14**
Documentation Clerk	$151.95	$155.49	$158.49	**$161.66**
Testing Engineer	$160.89	$164.64	$167.82	**$171.17**
Project Manager	$210.68	$215.59	$219.75	**$224.14**
Network Administrator	$146.84	$150.26	$153.16	**$156.22**
Business Analyst	$148.12	$151.57	$154.50	**$157.59**

Out of Scope Services

Hourly rates for out of scope services pursuant to Section 11 of the Toll Collection System Maintenance Services Contract:

Software Engineer	$157.59
System/Hardware Engineer	172.52
Technician	120.90
Database Administrator	224.14
Documentation Clerk	161.66
Testing Engineer	171.17
Project Manager	224.14
Network Administrator	156.22
Business Analyst	157.59

The Hourly Rates above are CY2019 Fully Loaded Rates

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #9

Approve Work Authorization No. 18 with Kapsch TrafficCom USA, Inc. for toll host upgrade and transaction processing workflow enhancements

Strategic Plan Relevance:	Regional Mobility
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	not to exceed $458,000
Funding Source:	General Fund
Action Requested:	Consider and act on draft resolution

Summary:

Background – Kapsch TrafficCom USA serves as the Mobility Authority's toll system integrator. In this role, Kapsch is tasked with installing and maintaining the Authority's toll system equipment hardware, software and intelligent traffic 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 - The Authority's current toll Host system was designed in 2007 to support 183A, the initial toll project. Since that time the Authority has brought several other toll projects online including the 290 Toll, the 71 Toll, the MoPac Express Lane and, more recently, the SH 45 SW Toll. Each new project has required modification of the original toll Host system; however, the old Host system architecture needs to be upgraded to more modern standards. The proposed Host system enhancements will allow for scalability and easier system support.

- *CTRMA Toll Host Upgrade:* Kapsch will deliver a new Toll Host that provides CTRMA a single-sign-on functionality to access reports, the Roadway Operating Management System (ROMS), and the Express Lance Command Center (ELCC) via a single user interface.
  - Estimated pricing: $235,800

- *CTRMA Workflow Upgrade:* Kapsch will deliver and upgrade the transaction processing workflow within the current CTRMA Host/Transaction processing system. The new workflow will provide CTRMA upgrades to the interoperability Hub and Image Review queuing processes, and will blend with the previously completed workflow work delivered as part of the Cofiroute pay by mail improvements in early 2019.
  - Estimated pricing: $219,500

Previous Actions - The Central Texas Regional Mobility Authority entered into a contract with Caseta Technologies, Inc. April 27, 2005, 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.

Action Requested/Staff Recommendation - Under this proposed change order, Kapsch TrafficCom USA will provide toll host upgrade and transaction processing workflow enhancements. Staff recommends approval Work Authorization No. 18 with Kapsch TrafficCom USA for toll host upgrade and transaction processing workflow enhancement.

Financing – These enhancements were included in the ETC Development line item in the FY 2020 budget.

Backup Provided - Draft Resolution
Proposed Work Authorization No. 18

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

RESOLUTION NO. 19-0XX

APPROVE WORK AUTHORIZATION NO. 18 WITH KAPSCH TRAFFICCOM USA, INC. FOR TOLL HOST UPGRADE AND TRANSACTION PROCESSING WORKFLOW ENHANCEMENTS

WHEREAS, the Central Texas Regional Mobility Authority ("Mobility Authority") entered into a contract with Caseta Technologies, Inc. dated April 27, 2005, for the design, procurement, and installation of a toll collection system on the Authority's turnpike system (the "Contract"); and

WHEREAS, Kapsch TrafficCom USA, Inc. (formerly Schneider Electric Mobility NA) is the successor in interest to the Contract with Caseta Technologies, Inc., and all rights and obligations of Caseta Technologies, Inc. under the Contract are now the rights and obligations of Kapsch TrafficCom USA ("Kapsch"); and

WHEREAS, the Mobility Authority's toll host system was designed in 2007 has undergone various modifications to accommodate each Mobility Authority toll project opened since that time; and

WHEREAS, current toll host software system architecture is in need of an upgrade to modern standards including enhancements to the user interface and to the transaction processing workflow; and

WHEREAS, the Executive Director and Kapsch have discussed and agreed to a proposed Work Authorization No. 18 for upgrades to the Mobility Authority toll host and transaction processing workflow as described therein; and

WHEREAS, the Executive Director recommends that the Board approve proposed Work Authorization No. 18 in an amount not to exceed $458,000.00, a copy of which is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to finalize and execute Work Authorization No. 18 on behalf of the Mobility Authority in an amount not to exceed $458,000.00 and in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:	Approved:
_____	_____
Geoffrey Petrov, General Counsel	Nikelle Meade Vice Chair, Board of Directors

Exhibit A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

****

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 18

TOLL SYSTEM INTEGRATION FOR

TOLL SYSTEM ENHANCEMENTS

THIS WORK AUTHORIZATION ("WA No. 18") is made pursuant to the terms and conditions of Article 1 of the GENERAL PROVISIONS, Attachment A, to the original Contract for Toll System Implementation, dated April 27, 2005 (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. 18 as the "System Integrator" or "SI").

PART I. The Contractor will perform toll implementation services generally described in the Kapsch Cofiroute Statement of Work attached hereto as **Attachment A**.

PART II. The maximum amount payable under this WA No. 18 is $458,000. 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. 18 shall be made in accordance with the Contract.

PART IV. This WA No. 18 shall become effective on the date both parties have signed this WA No. 18. This WA No. 18 will terminate on the Pay By Mail system final acceptance date 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. 18 does not waive any of the parties' responsibilities and obligations provided under the Contract, and except as specifically modified by this WA No. 18, 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

Typed/Printed Name and Title

LIST OF ATTACHMENTS

Attachment A Kapsch Statement of Work

ATTACHMENT A

KAPSCH STATEMENT OF WORK FOR TOLL SYSTEM ENHANCEMENTS

❖ **CTRMA Toll Host Upgrade:**

Summary: Kapsch will deliver a new Toll Host that provides CTRMA a single-sign-on functionality to access Reports, ROMS, and ELCC via a single user interface.

- Estimated pricing: $235,800
  - Software Engineer: 575 hours
  - Database Develop/Admin: 575 hours
  - Documentation: 4 hours
  - Project/Software Manager: 70 hours

❖ **CTRMA Workflow Upgrade:**

Summary: Kapsch will deliver and upgrade the transaction processing workflow within the current CTRMA Host/Transaction processing system. The new workflow will provide CTRMA upgrades to the HUB and Image Review queuing processes, and will blend with the previously completed workflow work delivered as part of the Cofiroute pay by mail improvements in early 2019.

- Estimated pricing: $219,500
  - Software Engineer: 450 hours
  - Database Develop/Admin: 530 hours
  - Documentation: 4 hours
  - Project/Software Manager: 130 hours

The above enhancements are priced under the Kapsch 2018 Labor rates, below. The table also includes the maintenance labor pricing based on the following CPI rate adjustment each year, beginning with 2016.

Item Description / Position Title	**CY2016**	**CY2017**	**CY2018**	**CY2019**	**CY2020**	**CY2021**
	1.69%	2.33%	1.93%	**2.00%**		
Software Engineer	$148.12	$151.57	$154.50	**$157.59**		
System / Hardware Engineer	$162.16	$165.94	$169.14	**$172.52**		
Technician	$113.64	$116.29	$118.53	**$120.90**		
Database Administrator	$210.68	$215.59	$219.75	**$224.14**		
Documentation Clerk	$151.95	$155.49	$158.49	**$161.66**		
Testing Engineer	$160.89	$164.64	$167.82	**$171.17**		
Project Manager	$210.68	$215.59	$219.75	**$224.14**		
Network Administrator	$146.84	$150.26	$153.16	**$156.22**		

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #10

Approve Amendment No. 2 to the Agreement with Cofiroute USA, LLC to add pricing for habitual violator enforcement, additional customer service support and support for the Qualified Veterans Program

Strategic Plan Relevance:	Regional Mobility
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	Payment based on monthly volume of receipts
Funding Source:	Toll Revenues
Action Requested:	Consider and act on draft resolution

Summary:

Background - At its February 28, 2018, meeting the CTRMA Board of Directors approved an Agreement with Cofiroute USA, LLC (CUSA) for Pay By Mail violation processing, collections and customer services. The Agreement also makes provisions for the same services to be provided to NET RMA and possibly other regional mobility authorities through interlocal agreements between CTRMA and the other entities. Specific implementation milestones as well as key performance indicators (KPIs) are outlined in the Agreement.

Previous Actions - In December 2018 the CTRMA Board of Director approved an amendment of the Agreement with CUSA outlining CUSA's expected recompense for processing and collecting Pay By Mail toll transactions paid from post-paid accounts, overpayments and prior to notice generation. The amendment also added two new pay items that were not foreseen in the original pricing schedule. Specifically, compensation for insufficient funds was added a new Pay Item #9 and compensation for out of state license plate lookups was added as new Pay Item #10.

Current Action - In an effort to provide a quality customer experience and meet the needs of our valued customers, the Mobility Authority staff asked Cofiroute to extend call center hours. The proposed hours would change the current schedule of 8:00A – 6:00P on

Monday – Friday to:

- 7:30A – 7:00P on Mondays and Fridays *(the busiest contact days)*;
- 7:30A – 6:00P on Tuesdays, Wednesdays and Thursdays; and
- 8:00A – 12:00P on Saturdays.

Cofiroute was also asked to assume administration of the Mobility Authority's Qualified Veteran Program, fielding customer calls and assisting in the customer registration and verification processes and to provide the same level of support for a future discount program. Cofiroute's proposed compensation for these additional services has been included within the various unit prices and percentage of toll collected at each billing stage *(see Attachment C - Schedule 2 - Pay By Mail Pricing (BASE CONTRACT)*.

Finally, this amendment provides a separate, new Pay Item #11 for habitual violator enforcement support. This support includes issuing pre-determination and determination letters as well as preparing evidentiary information to support the Authority's habitual violator determination during a grievance hearing if needed. It is important to note that CUSA's compensation is based on actual collections and performance except in the case of enforcement remedies like court and habitual violator.

Staff Recommendation - Staff recommends approval of Amendment No. 2 to the agreement with Cofiroute USA, LLC to modify the Contractor Compensation Schedule.

Backup Provided - Draft Resolution
Draft Amendment No. 2
Revised "Attachment C – Schedule 2 – Pay By Mail Pricing (BASE CONTRACT)"

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

RESOLUTION NO. 19-0XX

APPROVING AMENDMENT NO. 2 TO THE AGREEMENT WITH COFIROUTE USA, LLC TO MODIFY THE CONTRACTOR COMPENSATION SCHEDULE

WHEREAS, by Resolution No. 18-005, dated February 28, 2018, the Board approved an agreement with Cofiroute USA, LLC ("Cofiroute") for pay by mail, violations processing, collections and customer services (the "Agreement"); and

WHEREAS, as the Mobility Authority is currently administering the Qualified Veterans Discount Program, is in the process of implementing the Habitual Violator Enforcement Program, and plans to implement a future discount program; and

WHEREAS, the Mobility Authority has determined that additional support from Cofiroute is necessary for the Habitual Violator Enforcement Program, including issuing pre-determination and determination letters as well as preparing evidentiary information to support the Mobility Authority's habitual violator determination during a hearing; and

WHEREAS, the Mobility Authority desires for Cofiroute to assume administration of the Qualified Veterans Discount Program and to administer the future discount program when it is implemented; and

WHEREAS, in order to improve customer service, the Mobility Authority desires Cofiroute to extend their call center hours as described in the backup materials presented to the Board prior to voting on this Resolution; and

WHEREAS, the Executive Director and Cofiroute have negotiated proposed Amendment No. 2 to the Agreement which increases Cofiroute's compensation in exchange for the extension of customer service call center hours, management of the Qualified Veterans Discount Program and the future discount program, and support for the Mobility Authority's Habitual Violator Program; and

WHEREAS, the Executive Director recommends that the Board approve proposed Amendment No. 2 to the Agreement in the form or substantially the form attached hereto as Exhibit A

NOW THEREFORE, BE IT RESOLVED that proposed Amendment No. 2 to the Agreement with Cofiroute, USA, LLC is hereby approved, and the Executive Director is authorized to finalize and execute Amendment No. 2 in the form or substantially in the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:	Approved:
_____	_____
Geoffrey Petrov, General Counsel	Nikelle Meade Vice Chair, Board of Directors

Exhibit A

AMENDMENT NO. 2
TO THE
AGREEMENT FOR PAY BY MAIL, VIOLATIONS PROCESSING, COLLECTIONS AND CUSTOMER SERVICE
BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
COFIROUTE USA, LLC

This Amendment is effective on July 24, 2019 and amends that certain Agreement for Pay by Mail, Violations Processing, Collections and Customer Service between the Central Texas Regional Mobility Authority ("CTRMA") and Cofiroute USA, LLC ("Cofiroute" or the "Contractor"), dated to be effective March 8, 2018 (the "Agreement").

Pursuant to the authority granted by the CTRMA Board of Directors Resolution No.19-0___, dated July 24, 2019, the parties to this Amendment No. 2 agree as follows:

Attachment C of the Agreement is hereby amended to read in its entirety as described on page 2 of this amendment.

All other provisions of the Agreement, as amended, remain unchanged.

By their signatures below, CTRMA and Cofiroute USA, LLC evidence their agreement to the amendment set forth on page two.

COFIROUTE USA, LLC	CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
By: _____	By: _____
Name: _____	Name: Mike Heiligenstein
Title: _____	Title: Executive Director

CUSA Amendment #2 Pricing

Attachment C - Schedule 2 - Pay By Mail Pricing (BASE CONTRACT)

Pay Item	Description of Item	Unit	[2]Volume (per month)	Unit Price: Proposed Price (USD)	Unit Price: Maximum Allowed (USD)	% of Toll Collected: Proposed Percentage (%)	% of Toll Collected: Maximum Allowed (%)
1	Transactions Paid Prior to Notice Generation *(example: plate-based pre-paid accounts, applied overpayments, etc.)*	Transaction	0-150,000			18%	25%
			150,001-300,000			15%	25%
			>300,000			10%	25%
2	Paid First Video Bill (paid prior to issuance of 1st Notice of Non-Payment or plate-based post-paid accounts)	One Paid Bill (30 days of transactions)	0-50,000	$ 0.56	$ 1.00	19%	20%
			50,001-75,000	$ 0.56	$ 1.00	19%	20%
			> 75,000	$ 0.56	$ 1.00	19%	20%
3	Paid 1st Notice of Non-Payment *(paid prior to issuance of Violation Notice)*	One Paid Notice (30 days of transactions)	0-20,000	$ 2.59		14%	15%
			20,001-40,000	$ 2.59		14%	15%
			> 40,000	$ 2.59		14%	15%
4	Paid Violation Notice	One Paid Notice (30 days of transactions)	0-10,000	$ 6.10		10%	10%
			10,001-20,000	$ 6.10		10%	10%
			>20,000	$ 6.10		10%	10%
5	Paid in Collections	Each Transaction Paid	0-5,000	$ 3.52		0%	5%
			5,001-10,000	$ 3.52		0%	5%
			>10,000	$ 3.52		0%	5%
6	Image Review[1]	Transaction	0-3,000,000	NA			
			3,000,001-4,000,000	NA			
			>4,000,000	NA			
7	Court Packets	Packet	0-50	$ 20.00			
			51-150	$ 17.00			
			>150	$ 15.00			

CUSA Amendment #2 Pricing

Attachment C - Schedule 2 - Pay By Mail Pricing (BASE CONTRACT)

Pay Item	Description of Item	Unit	[2]Volume (per month)	Unit Price: Proposed Price (USD)	Unit Price: Maximum Allowed (USD)	% of Toll Collected: Proposed Percentage (%)	% of Toll Collected: Maximum Allowed (%)
8	Legal Support (Liaisons)	Per Liaison	As Needed	$ 16,360.00			
9	Non Sufficient Fund (NSF)	Per Paid Notice	Per Paid Notice	$ 25.00			
10	Out of State Lookup (OOS)	Per Paid Notice	Per Paid Notice	$ 1.00			
11	HV Cost	Determination Letter Sent	As Needed	$ 15.00			

NOTES:

A - Proposers should not make any changes to the format or structure of the spreadsheet.

B - Proposers are to fill in all green-shaded cells. Zero is an acceptable entry.

C - Each set of transactions on a bill or notice shall age together.

D - The Contractor shall only be paid for one of the pay items for each set of transactions. That is, once a set of transactions moves from the toll bill to the 1st Notice of Non-Payment, the unit prices in rows 21-23 are used to determine payment. The unit prices in rows 13-15 no longer apply to this set of transactions. Transactions shall only be charged once, according to the phase in which the transaction was paid.

E - [2]The unit price shall be determined by the unit price listed next to the total number of units that occurred in the calendar month.

F - The prices above should include all costs for performance of all aspects of the Scope of Services, except Section 2.6 (Image Processing) and any costs associated with performing any required data migration.

G - [1]Image Processing (Review) is an optional service. The cost of reviewing all images associated with one transaction, including non-revenue transactions.

H - Data Migration will be treated as a negotiated change to the contract.

I - Court packet pricing will only apply when an Authority does not need the services of Court Liaisons but only needs the packages prepared.

J - Legal Support pricing should include all costs of the Liaisons, any support staff necessary, and the preparation of the court packages and all other functions necessary for the legal support.

CTRMA - CUSA Contract Amendment Pricing Comparison

Attachment C - Schedule 2 - Pay By Mail Pricing (BASE CONTRACT)

				CURRENT PRICING (REV 12/2018)		PROPOSED NEW PRICING		PROJECTED INCREASE	
Pay Item	**Description of Item**	**Unit**	**Volume** (per month)	**Unit Price** (USD)	**% of Toll Collected** (%)	**Unit Price** (USD)	**% of Toll Collected** (%)	**Unit Price** (USD)	**% of Toll Collected** (%)
1	Transactions Paid Prior to Notice Generation *(example: plate-based pre-paid accounts, applied overpayments, etc.)*	Transaction	0-150,000		18%		18%		0%
			150,001-300,000		15%		15%		0%
			>300,000		10%		10%		0%
2	Paid First Video Bill *(paid prior to issuance of 1st Notice of Non-Payment)*	One Paid Bill *(30 days of transactions)*	0-50,000	$ 0.54	17%	$ 0.56	19%	$ 0.02	2%
			50,001-75,000	$ 0.54	17%	$ 0.56	19%	$ 0.02	2%
			> 75,000	$ 0.54	17%	$ 0.56	19%	$ 0.02	2%
3	Paid 1st Notice of Non-Payment *(paid prior to issuance of Violation Notice)*	One Paid Notice *(30 days of transactions)*	0-20,000	$ 2.50	13%	$ 2.59	14%	$ 0.09	1%
			20,001-40,000	$ 2.50	13%	$ 2.59	14%	$ 0.09	1%
			> 40,000	$ 2.50	13%	$ 2.59	14%	$ 0.09	1%
4	Paid Violation Notice	One Paid Notice *(30 days of transactions)*	0-10,000	$ 5.60	8%	$ 6.10	10%	$ 0.50	2%
			10,001-20,000	$ 5.60	8%	$ 6.10	10%	$ 0.50	2%
			>20,000	$ 5.60	8%	$ 6.10	10%	$ 0.50	2%
5	Paid in Collections	Each Transaction Paid	0-5,000	$ 3.52	0%	$ 3.52	0%	$ -	0%
			5,001-10,000	$ 3.52	0%	$ 3.52	0%	$ -	0%
			>10,000	$ 3.52	0%	$ 3.52	0%	$ -	0%
6	Image Review	Transaction	0-3,000,000	NA		NA		NA	
			3,000,001-4,000,000	NA		NA		NA	
			>4,000,000	NA		NA		NA	
7	Court Packets	Packet	0-50	$ 20.00		$ 20.00		$ -	
			51-150	$ 17.00		$ 17.00		$ -	
			>150	$ 15.00		$ 15.00		$ -	
8	Legal Support (Liaisons)	Per Liaison	As Needed	$ 16,360.00		$ 16,360.00		$ -	
9	Insufficient Funds (NSF)	Per Paid Notice	Per Paid Notice	$ 25.00		$ 25.00		$ -	
10	Out of State (OOS) Processing Fee	Per Paid Notice	Per Paid Notice	$ 1.00		$ 1.00		$ -	
11	Habitual Violator Cost	Per Determination Letter Sent	As Needed			$ 15.00		$ 15.00	

Information in red denotes changes

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #11

Approve Amendment No. 1 to the contract with Fagan Consulting to extend the term for an additional year

Strategic Plan Relevance:	Regional Mobility
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	not to exceed $1,318,626
Funding Source:	Operations Budget
Action Requested:	Consider and act on draft resolution

Summary:

Background - Fagan Consulting LLC has served as the Authority's general system consultant under a competitively-bid contract since 2014. Fagan Consulting provides a wide range of services to the Mobility Authority in the areas of systems expertise, strategic guidance and operational recommendations. Recent projects include assisting in the procurement and deployment of the Cofiroute back office solution in which Fagan documented system requirements and business rules; participated in negotiating and establishing the third-party back office processing flow; led system testing; and monitored key billing and customer communication process. Fagan continues to monitor the Cofiroute system to ensure that its meets the Authority's business objectives and needs.

Fagan has also been instrumental in evaluating products such as automated license plate readers (ALPRs) to support the Authority's habitual violator program; performing costs analyses; conducting monthly audits of the Authority's lane system in the areas of vehicle detection and classification; benchmarking industry best practices to aid in the development of toll system integrator key performance indicators; and advising on national interoperability matters.

More recently Fagan assisted in developing a long-range vision for replacing the Authority's toll management system and developing a modular toll host that will allow other entities such as RMAs and third-party vendors to plug into CTRMA's toll system

to facilitate transaction processing and promote data sharing with consultants and the general public.

Current Action - The Agreement between the Mobility Authority and Fagan Consulting expires in September 2019. Because of Fagan's knowledge of and experience with CTRMA's toll management system, process workflows and vendor connections as well as their current involvement in key revenue impacting projects like the Cofiroute back office deployment and Kapsch performance metrics, staff requests to extend Fagan's contract by one-year.

Under the proposed contract extension Fagan Consulting will continue to provide qualified technical and professional personnel to perform duties and responsibilities at the request of the Mobility Authority. Projects planned and approved in the FY 2020 budget include procurement of a toll system integrator; deployment of an ITS integrator; procurement of a new toll system host data platform; deployment of ALPR technology; monthly auditing of CTRMA's toll system; and an annual audit of the Kapsch maintenance performance metrics. Each of these initiatives and their estimated costs are outlined in the attached Statement of Work.

Staff Recommendation – Staff recommends approving a one-year extension of the Fagan Consulting contract.

Backup Provided - Draft Resolution
Proposed Fagan Consulting Contract Amendment

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

RESOLUTION NO. 19-0XX

APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH FAGAN CONSULTING LLC TO EXTEND THE TERM FOR AN ADDITIONAL YEAR

WHEREAS, by Resolution No. 14-070 dated September 24, 2014, the Board awarded a contract for general toll systems consulting services to Fagan Consulting LLC ("Fagan"), and authorized the Executive Director to negotiate and execute a contract with Fagan on behalf of the Mobility Authority; and

WHEREAS, the Executive Director and Fagan executed a General Systems Consulting Services Agreement, commencing October 1, 2014, and concluding September 30, 2019 (the "Agreement"); and

WHEREAS, because of Fagan's current involvement in key revenue impacting projects and knowledge of the Mobility Authority's toll management system, process workflows and vendor connections, the Executive Director requests the Board to approve proposed Amendment No. 1 to the Agreement to extend the term to September 30, 2020; and

WHEREAS, a copy of proposed Amendment No. 1 to the Agreement is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that Amendment No. 1 to the General Systems Consulting Services Agreement with Fagan Consulting LLC is hereby approved, and the Executive Director is authorized 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 24th day of July 2019.

Submitted and reviewed by:	Approved:
_____	_____
Geoffrey Petrov, General Counsel	Nikelle Meade Vice Chair, Board of Directors

Exhibit A

First Amendment To
Professional Consulting Services Agreement
Between
Central Texas Regional Mobility Authority
And
Fagan Consulting, LLC

This First Amendment to the Professional Consulting Services Agreement between the Central Texas Regional Mobility Authority and Fagan Consulting, LLC, a Texas limited liability company, effective October 1, 2014 (the "Agreement") is made effective as of the 24th day of July 2019, and is for the purpose of amending Article Three of the Agreement to read as follows:

Article 3
TIME OF PERFORMANCE

It is understood and agreed that the maximum term of this Agreement shall be six (6) years, commencing October 1, 2014, and concluding September 30, 2020, (the "Expirtation Date") subject to the earlier termination of this Agreement pursuant to Articles 4 or 5 below. The initial term shall be three (3) years commencing on the Effective Date, and there shall be three (3) successive one (1) year renewal terms following the expiriation of the initial (3) year term. In addition to any other terminantion rights set forth in this Agreement, either party may elect to terminate this Agreement at the conclusion of the third or fourth year of the term by providing one hundred twenty (120) days' written notice to the other prior to the end of the initial term or of the first renewal term. Absent such notice of terminantion, the renewal terms will automatically take effect. If at any time during the contract term the Consultant cannot provide the requested Services within the time required by the CTRMA or for any other reason, the Authority reserves the unilateral right to procure the Services from any other source it deems capable of providing.

By their signatures below, the parties to this First Amendment to the Agreement evidence their agreement to the amendment set forth above.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY	FAGAN CONSULTING LLC
_____	_____
Mike Heiligenstein, Executive Director	Ron Fagan, Managing Member Fagan Consulting, LLC

STATEMENT OF WORK

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

I. Introduction (Statement of Purpose and Need)

Central Texas Regional Mobility Authority (CTRMA) currently operates toll facilities in Central Texas utilizing an electronic toll collection system that employs automatic vehicle identification using transponders and a violation enforcement system with integrated cameras to capture digital images of license plates.

CTRMA participates in the Central US Interoperability hub to exchange data with participating agencies in Texas, Oklahoma and Kansas, which accounts for the largest share of CTRMA's collection.

For the remaining vehicles, for which there is no transponder "read' or the account is not in good standing, the roadside system captures images of the vehicle's license plates. These images, along with transactional information, are sent to CTRMA's Pay By Mail Services contractor for additional processing. Services provided include a full-service Customer Service Center, self-service website, Toll Bill and Notice of Non-Payment invoicing, and pursuit of toll and administrative fee revenues. Egregious violators are pursued through various remedies including court, Habitual Violator processes, and 3rd party collections.

In support of CTRMA's Toll Collection System and Pay By Mail services initiatives, Fagan Consulting will provide support to CTRMA to ensure individual project objectives, schedules, and financial goals are met. The tasks identified for the scope of this effort include the following:

1. Toll System Integrator (TSI) procurement
2. Monthly Lane Audits
3. Pay By Mail Prepaid Account Interoperability
4. Prepaid Account and Tag Services
5. Intelligent Transportation Systems (ITS) Integrator procurement

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1. Toll System Integrator procurement

Fagan Consulting will provide oversight and support as directed by CTRMA in support of CTRMA's Toll System Integrator (TSI) procurement to include the following:

- General Project Management and Contractor oversight as needed including communication, coordination, schedules, and project archive documentation
- Updates to CTRMA Business Rules as needed
- Updates to business process documentation and process flows as needed
- Development of the Request for Proposals (RFP) including technical requirements, instructions to proposers, price sheets, and all supporting documentation
- Assistance in review and scoring of received proposals
- Support in contract review and price negotiation as needed
- Support of TSI requirements gathering process including design workshops
- Support of TSI development and design process including reviews of sample materials, mock-ups, system demonstrations, and preliminary design documents
- Review and approval cycles of TSI deliverables including, but not limited to the following:
    - Project Schedule
    - Project Management Plan
    - Detailed Design Document
    - Requirements Traceability Matrix
    - Quality Management Plan
    - Reporting proposal and reports
    - Master Test Plan
- Monitor the systems' Design Testing and Acceptance Testing and advise the Authority regarding test process, progress, and results
- Review detailed development and implementation schedules and assist with progress reporting
- Oversee and participate in system accuracy testing
- Advise regarding systems contract performance standards

2. Monthly Lane Audits

Fagan Consulting will provide oversight and support as directed by CTRMA in support of CTRMA's system accuracy assessment using scheduled Open Road Tolling (ORT) lane performance audits to include the following:

- Verification of automatic vehicle detection using a combination of video and reports
- Verification of automatic vehicle classification using a combination of video and reports

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- Annual image-based toll (iToll) and Image Code-off reports
- Submit a comprehensive system accuracy assessment report upon completion of audit data review including
    - Summary of data used for each metric
    - Description of sample of observed errors
    - Recommendations for resolving observed errors
    - Recommendations for possible improvements, if applicable

3. Prepaid Account Interoperability

Fagan Consulting will provide oversight and support as directed by CTRMA in support of CTRMA's Prepaid Account Interoperability initiative to include the following:

- Updates to CTRMA business rules as needed
- Updates to business process documentation and process flows as needed
- Review change order scope, pricing, and schedule related to contracts with Pay By Mail services Contractor to support implementation of required software and/or hardware changes
- Support in change order price negotiation as needed
- Support of Contractor requirements gathering process including design workshops
- Support of Contractor design process including reviews of sample materials, mock-ups, system demonstrations, customer correspondence, interface control documents, and preliminary design documents
- Review and approval cycles of Contractor deliverables including, but not limited to the following:
    - Project Schedule
    - Detailed Design Document updates
    - Requirements Traceability Matrix updates
    - New and revised reports
    - Test Plans
- Monitor the systems' Design Testing and Acceptance Testing and advise the Authority regarding test process, progress, and results
- Review detailed development and implementation schedules and assist with progress reporting
- Coordination with Central US Interoperability partners as needed to coordinate testing and implementation
- Support of other CTRMA efforts including partner agency and customer communication in preparation for implementation

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4. Prepaid Account and Tag Services

Fagan Consulting will provide oversight and support as directed by CTRMA in support of CTRMA's Prepaid Account and Tag Services initiative to include the following:

- Updates to CTRMA business rules as needed
- Updates to business process documentation and process flows as needed
- Review change order scope, pricing, and schedule related to contracts with Pay By Mail services Contractor to support implementation of required software and/or hardware changes
- Support in change order price negotiation as needed
- Support of transponder provider requirements and purchasing as needed
- Support of Contractor requirements gathering process including design workshops
- Support of Contractor design process including reviews of sample materials, mock-ups, system demonstrations, customer correspondence, interface control documents, and preliminary design documents
- Review and approval cycles of Contractor deliverables including, but not limited to the following:
    - Project Schedule
    - Detailed Design Document updates
    - Requirements Traceability Matrix updates
    - New and revised reports
    - Test Plans
- Monitor the systems' Design Testing and Acceptance Testing and advise the Authority regarding test process, progress, and results
- Review detailed development and implementation schedules and assist with progress reporting
- Coordination with Central US Interoperability partners as needed to coordinate testing and implementation
- Support of other CTRMA efforts including partner agency and customer communication in preparation for implementation

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5. **Intelligent Transportation Systems Integrator procurement**

Fagan Consulting will provide oversight and support as directed by CTRMA in support of CTRMA's Intelligent Transportation System (ITS) Integrator procurement to include the following:

- General Project Management and Contractor oversight as needed including communication, coordination, schedules, and project archive documentation
- Support of TSI requirements gathering process including design workshops
- Support of TSI development and design process including reviews of sample materials, mock-ups, system demonstrations, and preliminary design documents
- Review and approval cycles of TSI deliverables including, but not limited to the following:
    - Project Schedule
    - Project Management Plan
    - Detailed Design Document
    - Requirements Traceability Matrix
    - Quality Management Plan
    - Reporting proposal and reports
    - Master Test Plan
- Monitor the systems' Design Testing and Acceptance Testing and advise the Authority regarding test process, progress, and results
- Review detailed development and implementation schedules and assist with progress reporting
- Oversee and participate in system accuracy testing
- Advise regarding systems contract performance standards

II. Scope of Work

Fagan Consulting understands its primary responsibility regarding the projects described herein include the following:

1. Evaluate the impact of the project from a technological, financial, and operational perspective.
2. Oversight of the development of required system specifications related to systems and operational requirements.
3. Participate in project meetings as toll system and operations subject matter expert.
4. Review, comment on and in some cases, develop documentation of envisioned systems to ensure feasibility of integrating the new systems/operations with CTRMA's existing systems/operations.

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5. Oversee work and review work product resulting from the project scope described above.

III. Task Outputs by Consultant

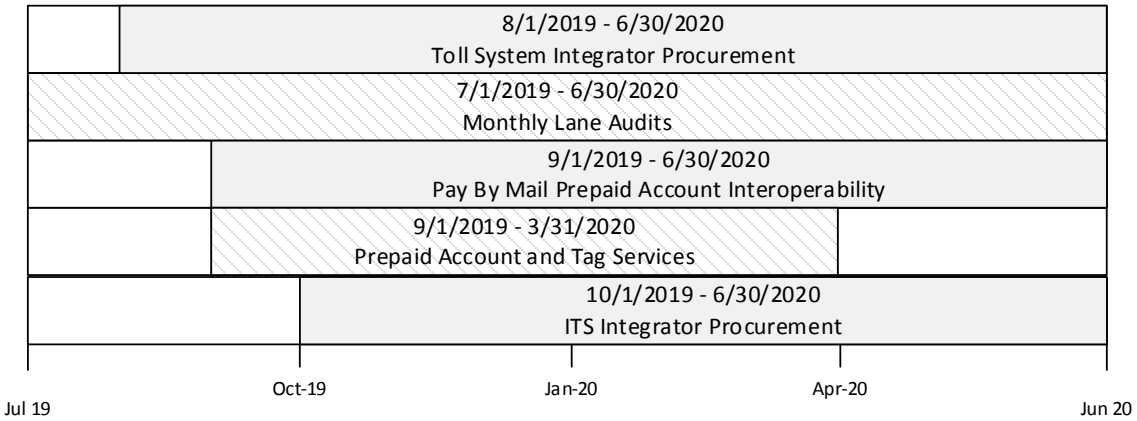
Outputs from the task include the following:

1. Technical information as requested/required by/for Contractors and other partners.
2. Project artifacts including meeting agendas & minutes, project charter, project plan, project schedule, and status reports as required.
3. Development of technical requirements, business rules, and operating procedures as needed by CTRMA.
4. Comments related to all submitted documentation regarding efforts described above.

IV. Work Schedule

The work schedule below represents planned schedules for each of the projects. The schedules are subject to change dependent on CTRMA's needs and approved schedule changes as each project is initiated and further defined.

Toll System Integrator procurement:	August 2019 – June 2020
Monthly Lane Audits:	July 2019 – June 2020
Pay By Mail Prepaid Account Interoperability:	September 2019 – June 2020
Prepaid Account and Tag Services:	September 2019 – March 2020
ITS Integrator procurement:	August 2019 – June 2020



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V. Estimated Costs

Compensation will be based on actual hours worked and direct billable expenses incurred. The following is a projected budgetary not-to-exceed amount.

Toll System Integrator Procurement

Toll System Integrator procurement	Hours	Assumptions	Task Cost
Tasks			
Requirements Gathering	160		$ 28,643.20
Business rules development	160	Possible adjustment of existing rules	$ 28,643.20
RFP Development	240		$ 42,964.80
Posting	8		$ 1,432.16
Questions and answers	80		$ 14,321.60
Evaluation	80		$ 14,321.60
Vendor selection	16		$ 2,864.32
Contract negotiation	40		$ 7,160.80
Project Kick-off	16		$ 2,864.32
Requirements /System design development	240		$ 42,964.80
Oversight of system design development	320		$ 57,286.40
Transition plan development / review	80		$ 14,321.60
Factory Acceptance Testing (FAT)	240		$ 42,964.80
System Integration Testing (SIT)	320		$ 57,286.40
System Acceptance Testing (SAT)	320		$ 57,286.40
Operational Testing - Final Acceptance	320		$ 57,286.40
Labor			**$ 472,612.80**
Direct expense		**Travel (assumes $1,500 per trip)**	**$ 7,500.00**
Total project budget			**$ 480,112.80**

Monthly Lane Audits

Monthly lane audits and ad hoc projects	Hours	Assumptions	Task Cost
Tasks			
Rolling lane audits	699	Same as previous year	$ 125,134.98
Ad hoc projects	400	Four possible projects, average 100 hours per	$ 71,608.00
Labor			**$ 196,742.98**
Direct expense		**Travel (assumes $1,500 per trip)**	**$ 4,500.00**
Total project budget			**$ 201,242.98**

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Pay By Mail Prepaid Account Interoperability

4. Pay By Mail Prepaid Account Interoperability	Hours	Assumptions	Task Cost
Tasks			
Requirements Gathering	20		$ 3,580.40
Business rules development	60		$ 10,741.20
Change order negotiation	4		$ 716.08
Project Kick-off	10		$ 1,790.20
Requirements /System design development	40		$ 7,160.80
Oversight of design/development	60		$ 10,741.20
Customer correspondence review/input	0		$ -
Factory Acceptance Testing (FAT)	40		$ 7,160.80
System Integration Testing (SIT)	80		$ 14,321.60
System Acceptance Testing (SAT)	40		$ 7,160.80
Operational Testing - Final Acceptance	80		$ 14,321.60
Labor			**$ 77,694.68**
Direct expense		**Travel (assumes $1,500 per trip)**	**$ 4,500.00**
Total project budget			**$ 82,194.68**

Prepaid Account and Tag Services

Prepaid Account and Tag Services	Hours	Assumptions	Task Cost
Tasks			
Requirements Gathering	40		$ 7,160.80
Business rules development	80		$ 14,321.60
RFP Development	200	**Procurement activities not needed**	$ 35,804.00
Posting	4	**if CTRMA will negotiate tags with**	$ 716.08
Questions and answers	24	**a manufacturer and the bulk of the**	$ 4,296.48
Evaluation	40	**effort is Cofiroute system development**	$ 7,160.80
Vendor selection	8		$ 1,432.16
Contract negotiation	4		$ 716.08
Project Kick-off	4		$ 716.08
Requirements /System design development	40		$ 7,160.80
Oversight of system design development	60		$ 10,741.20
Factory Acceptance Testing (FAT)	80		$ 14,321.60
System Integration Testing (SIT)	180		$ 32,223.60
System Acceptance Testing (SAT)	80		$ 14,321.60
Operational Testing - Final Acceptance	120		$ 21,482.40
Labor			**$ 172,575.28**
Direct expense		**Travel (assumes $1,500 per trip)**	**$ 7,500.00**
Total project budget			**$ 180,075.28**

faganconsulting.com

(512) 517-8053 • 16001 Spillman Ranch Loop • Austin, Texas 78738

ITS Integrator Procurement

ITS Integrator procurement	Hours	Assumptions	Task Cost
Tasks			
Requirements Gathering	0		$ -
RFP Development	0		$ -
Posting	0		$ -
Questions and answers	0		$ -
Evaluation	0		$ -
Vendor selection	0		$ -
Contract negotiation	0		$ -
Project Kick-off	20		$ 5,000.00
Requirements /System network design	200		$ 50,000.00
Oversight of design/development	182		$ 45,500.00
Factory Acceptance Testing (FAT)	248		$ 62,000.00
System Integration Testing (SIT)	330		$ 82,500.00
System Acceptance Testing (SAT)	182		$ 45,500.00
Operational Testing - Final Acceptance	320		$ 80,000.00
Labor			**$ 370,500.00**
Direct expense		**Travel (assumes $1,500 per trip)**	**$ 4,500.00**
Total project budget			**$ 375,000.00**

VI. Statement of Work Maximum-not-to-Exceed Amount

The maximum-not-to-exceed amount of this Statement of Work is **$1,318,625.76.**

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CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #12

Award and Approve a contract for Communications and Marketing Consultant Services

Strategic Plan Relevance:	Regional Mobility
Department:	Communications
Contact:	Dee Anne Heath, Director of External Affairs
Associated Costs:	Not to exceed $1,000,000 each year for two years
Funding Source:	General Fund
Action Requested:	Consider and act on draft resolution

On April 8, 2019, the Mobility Authority issued a Request for Qualifications (RFQ) from teams interested in providing communications and marketing consulting services. The current contact with Edelman expired on June 30, 2019.

Eleven firms submitted proposals on April 29, 2019. Three rounds of evaluation followed.

RFQ: A Selection Committee composed of outside public toll agency marketing directors and Mobility Authority consultants evaluated the Responses against criteria provided in the RFQ. The committee reviewed and scored the responses and made a recommendation to the Executive Director to short-list five of the responding teams.

Short-list Interview: The Selection Committee conducted interviews of the short-listed teams on June 14, 2019, and evaluated their responses to prepared questions using an interview-specific criteria.

Finalist Interview: Following this first interview, the Mobility Authority requested a finalist interview with the top three firms resulting out of the short-list interview. A Selection Committee, which included Mobility Authority staff, conducted interviews of the finalist teams on June 21 and June 27, 2019, and evaluated their responses to prepared questions using an interview-specific criteria.

Action Requested/Staff Recommendation -- Based on the three phases of evaluation, the Executive Director seeks Board approval of the recommended team as well as Board approval to finalize and execute a master contract for communications and marketing consultant services.

Backup provided: Summary of Evaluation Process Presentation; Draft Master Contract; Draft Resolution

Recommendation: After a thorough review and assessment from a selection committee, Staff recommends award and execution of a 2- year (with a potential for two one-year extensions) contract based on detailed quality and value-based criteria.

Backup Provided - Draft Resolution
Proposed Contract

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

RESOLUTION NO. 19-0XX

APPROVING A CONTRACT FOR COMMUNICATIONS
AND MARKETING CONSULTING SERVICES

WHEREAS, on April 8, 2019, the Mobility Authority issued a Request for Qualifications ("RFQ") for communications and marketing consulting services; and

WHEREAS, the Mobility Authority received eleven responses to the RFQ by the April 29, 2019 deadline; and

WHEREAS, Mobility Authority staff evaluated the responses based on the criteria set forth in the RFQ and made a recommendation to the Executive Director to short-list five of the responding teams; and

WHEREAS, Mobility Authority staff conducted interviews of the short-listed teams on June 14, 2019, and evaluated their responses to prepared questions using interview-specific criteria; and

WHEREAS, in accordance with the Mobility Authority's procurement policies and based on the evaluation of the responses to the RFQ and interview questions, the Executive Director recommends awarding a contract for communications and marketing consulting services to _____; and

WHEREAS, the Executive Director requests authorization from the Board to execute a contract for communications and marketing services with _____ in an amount not to exceed $2,000,000 and in substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby awards a contract to provide communications and marketing services to the Mobility Authority to _____; and

BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director to finalize and execute a contract for communications and marketing services with _____ in an amount not to exceed $2,000,000 and in the form or substantially the same form as is attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:	Approved:
_____	_____
Geoffrey Petrov, General Counsel	Nikelle Meade Vice Chair, Board of Directors

Exhibit A

COMMUNICATION AND MARKETING SERVICES AGREEMENT
BETWEEN
THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND

_____

This Communication and Marketing Services Agreement (the "Agreement") is made and entered into by and between the Central Texas Regional Mobility Authority (the "Mobility Authority"), a Texas political subdivision, and _____ (the "Consultant"), a [state and corporate structure of Consultant], to be effective as of the ____ day of _____, 2019 (the "Effective Date").

WITNESSETH:

WHEREAS, the Mobility Authority desires to obtain the services of a firm to provide communication and marketing services and advice to the Mobility Authority in support of its mission and goals; and

WHEREAS, the Mobility Authority solicited proposals from firms interested in providing communication and marketing services and the Consultant was among the respondents; and

WHEREAS, based on the representations and experience reflected in the response to the request for proposals submitted by Consultant and statements and representations made during interviews conducted as part of the procurement process, the Mobility Authority selected Consultant as the best qualified firm to provide communication and marketing services; and

WHEREAS, by Resolution No. _____, the Mobility Authority's Board of Directors ("Board of Directors") approved the selection of Consultant and authorized the Mobility Authority's Executive Director to finalize and execute a contract for communication and marketing services in an amount not to exceed $_____.

NOW, THEREFORE, the Mobility Authority and Consultant, in consideration of the mutual covenants and agreement herein contained, do hereby agree as follows:

ARTICLE I
RETENTION OF THE CONSULTANT

The Mobility Authority agrees to and hereby retains Consultant as an independent contractor, in accordance with the terms and conditions of this Agreement. The Consultant will be required to complete tasks described below, at the direction of the Director of External Affairs and within the budget established by the Board of Directors.

ARTICLE II
SCOPE OF SERVICES

Consultant covenants and agrees to provide those services listed in the Scope of Services, as set forth in the attached Appendix A (the "Services") in a professional and complete manner in all respects. The Services shall include but are not limited to the Account Maintenance Services,

described below. The Services may be performed directly by Consultant or, subject to the agreement of the Director of External Affairs, provided by Consultant through its subcontractors and subconsultants. Consultant agrees to provide adequate staff and resources at all times throughout the term of this Agreement to provide the Services promptly and professionally as requested by the Mobility Authority. Without limiting any of its other rights under this Agreement or otherwise, the Mobility Authority may withhold payment of fees or reimbursement of expenses to Consultant for certain Services if Consultant's performance fails to comply with industry standards, is not performed by specified deadlines, or fails to meet any other provision of this Agreement regarding the Services, and the failure or noncompliance is not due to the fault of the Mobility Authority.

ARTICLE III
ACCOUNT MAINTENANCE SERVICES

As part of the provision of Services, Consultant will provide a day-to-day account lead to manage the Agreement and generally support the Mobility Authority in its efforts to elevate the agency's brand, mission, and vision (the "Account Maintenance Services"). Account Maintenance Services may include but are not limited to: keeping abreast of relevant local, regional and industry news and events; advising the Mobility Authority of earned media, outreach, and/or public speaking opportunities; and maintaining familiarity with the business and industry such that meaningful recommendations can be made and opportunities to achieve agency goals are identified and acted upon swiftly.

ARTICLE IV
WORK PRODUCT

1. Copyrights.

With respect to third party materials which Consultant elects to include in the work product it generates and which is intended for public dissemination, Consultant shall provide such third party materials, including the associated third party license terms and conditions governing the Mobility Authority's use thereof, to the Mobility Authority for its pre-approval. If the Mobility Authority approves such third party materials, then the Mobility Authority's use thereof shall be governed by such terms and conditions. If the Mobility Authority does not provide written approval of such third party material, the Mobility Authority and Consultant shall engage in reasonable efforts to substitute such third party materials. In the event any claims are asserted against the Mobility Authority for copyright or license violations related to the Consultant's use of third party materials, such claims will be considered a material breach of this Agreement and be subject to indemnification by Consultant pursuant to Article XII.

At the Mobility Authority's written request, Consultant shall coordinate the Mobility Authority's seeking of copyright and/or trademark registrations for the Work Product. The Mobility Authority acknowledges and agrees that (i) such registration activities shall be subject to the parties' mutual agreement on an appropriate budget to be paid by the Mobility Authority in connection therewith (i.e., separate and apart from the budget set forth under Appendix B), (ii) Consultant may use a third party law firm or other third party subcontractor, to be designated at Consultant's reasonable discretion, for the foregoing registration efforts, and (iii) the Mobility

Authority shall cooperate and provide information as needed in connection with such registration efforts.

Consultant shall not assert rights at common law or in equity or establish any claim to statutory copyright in any deliverables, material, information or products created by Consultant on the Mobility Authority's behalf or provided by or through Consultant as part of the Services hereunder (collectively, "Work Product").

The Mobility Authority shall have the right to use, reproduce, or distribute any or all Work Product without the necessity of obtaining any permission from Consultant and without any additional expense and charge (i.e., beyond the applicable compensation specified under Appendix B).

Materials or information made or obtained by Consultant on behalf of the Mobility Authority may be used by Consultant for other purposes only if approved in writing by the Mobility Authority.

The Mobility Authority will not be held liable/responsible for any copyright or intellectual property infringements or liabilities arising from Work Product provided by or through Consultant.

2. Ownership of materials and products.

In accordance with the terms of this Agreement, the Mobility Authority will retain all property rights, including publication rights, to all Work Product.

Consultant shall ensure that duplication and distribution rights for all Work Product are secured by Consultant for the Mobility Authority from all of its employees, contractors and subcontractors, and applicable third parties.

Consultant warrants that individuals or characters appearing or depicted in print, videotapes or other media have provided their written consent and have been compensated by Consultant (either directly or by and through its subconsultants) for their appearance, as appropriate.

ARTICLE V
TERM AND TERMINATION

This Agreement is for a term of two (2) years from the Effective Date, terminating on the _____ day of _____, 2021. By mutual written agreement of the Mobility Authority and Consultant, this Agreement may be extended for up to two (2) additional one-year periods.

Either party may terminate this Agreement for any reason, with or without cause, and thereby sever the independent contractor relationship between Consultant and the Mobility Authority, by providing a minimum of sixty (60) days prior written notice of its election to terminate to the other party. However, any termination for cause by Mobility Authority is effective immediately upon the delivery of notice of termination to Consultant. The Mobility Authority may terminate this Agreement for cause if Consultant fails to satisfactorily perform or adhere to any provisions of this Agreement, breaches the confidentiality requirements, or otherwise engages in

activity that, in the Mobility Authority's sole judgment, would subject the Mobility Authority in any manner to damages, liability, or damage to the Mobility Authority's reputation. Upon any termination, the Mobility Authority shall pay any undisputed fees and reimbursable expenses, including non-cancelable expenses, approved by the Mobility Authority in accordance with the terms of this Agreement which are incurred before the termination date provided that Consultant has made reasonable efforts to mitigate all costs or other damages associated with the termination.

ARTICLE VI
COMPENSATION

1. **Compensation.** The Board of Directors has established a not to exceed amount for this Agreement as provided in Appendix B. The Mobility Authority agrees to pay and Consultant agrees to accept the compensation set forth in the attached Appendix B. This compensation, including a monthly baseline retainer, as described below, and additional costs approved under a Work Authorization, constitutes full payment for all services, liaison, products, materials, and equipment required to provide and deliver the Services, including, but not limited to, materials, training, equipment used, overhead, and administrative expenses. No compensation shall be paid for work performed that is not authorized as the Retainer under this Agreement or by the Director of External Affairs in a written Work Authorization.

All payments to be made by the Mobility Authority to Consultant pursuant to this Agreement 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.

2. **Retainer.** The Mobility Authority agrees to pay and Consultant agrees to accept a monthly baseline retainer (the "Retainer") in an amount set forth in Appendix B to compensate Consultant for the Account Maintenance Services provided by the day-to-day account lead. The Retainer is limited to labor costs for the day-to-day account lead and does not include hard costs, special projects, or account management from additional personnel. Other Services shall be subject to a signed Work Authorization that has been issued by the Mobility Authority.

3. **Reimbursement.** Provided that a signed Work Authorization has been issued by the Mobility Authority, the Mobility Authority shall reimburse Consultant for reasonable, ordinary, and necessary business expenses incurred by Consultant in performing the authorized duties and Services under the Work Authorization, including all reasonable out-of-pocket, third-party vendor expenses incurred by Consultant in performing the Services, direct expenses such as reasonable postage, delivery, shipping, duplication, printing costs; supplies and out of pocket expenses for production, on-line research, media, and purchased goods necessary to perform the Services.

The Mobility Authority shall reimburse Consultant monthly for pre-approved (in writing) travel outside of Williamson and Travis Counties and related expenses incurred by Consultant or its employees in performing the Services, including, but not limited to, air travel, ground transportation, lodging, meals, tips and wireless internet and long distance telephone calls, cellular phones, messengers, and overnight delivery.

Consultant shall take all reasonable steps to acquire all goods and services subject to reimbursement by the Mobility Authority under this Agreement on a tax-free basis pursuant to the Authority's tax-exempt status described in subarticle VI.1.

4. **Work Authorizations.** Consultant shall prepare and submit a Work Authorization for approval by the Director of External Affairs for each task to be performed under this Agreement that is outside the scope of the Account Maintenance Services. At a minimum, each Work Authorization shall include: (1) types of Services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a not to exceed cost amount, (6) the individual Consultant staff and/or subconsultants and their assigned rates and responsibilities, and (7) a Work Authorization budget calculated using rates set forth in Appendix B. Consultant is not to include additional contract terms and conditions in the Work Authorization.

Consultant shall not proceed with any task required under this Agreement, other than Account Maintenance Services, without an approved Work Authorization from the Mobility Authority for such Services. Any Services performed or expenses incurred by Consultant prior to Consultant's receipt of an approved Work Authorization shall be entirely at Consultant's risk.

5. **Invoicing.** Consultant shall bill the Mobility Authority for Services rendered and the reimbursable expenses incurred by providing to the Mobility Authority's Director of External Affairs a monthly invoice dated on the last day of each month and delivered on or before the 15th day of the following month. Each monthly invoice shall describe in detail the Services performed (including both Account Maintenance Services and other Services approved under a Work Authorization), hours worked and rate, and the reimbursable expenses incurred by Consultant from, as applicable, the first day of the month through the last day of that month (each such period being called a "Pay Period" under this Agreement). All Services shall be billed on an hourly basis at the hourly rates submitted by Consultant in Appendix B.. Each Consultant employee or separately billed subconsultant must report the tasks they performed and the amount of time spent performing those tasks. Each monthly invoice must include the total amounts payable for the Pay Period, the total amount paid during the then-current calendar year, and such other detail or information as the Mobility Authority requests from time to time. Monthly invoices shall be compiled and submitted to the Mobility Authority by separate Work Authorizations, project names and/or numbers as reasonably requested by the Mobility Authority. Consultant shall certify each monthly invoice as true and correct, and as accurately reflecting billings incurred for the month for which invoiced Services were provided and reimbursable expenses were incurred.

Upon receipt of an invoice that complies with all requirements set forth herein, the Mobility Authority shall make a good faith effort to pay all undisputed amounts, which are due and payable within thirty (30) days. The Mobility Authority reserves the right to withhold payment of Consultant's billing statement in the event of any of the following: (1) dispute over the work or costs thereof is not resolved within a thirty (30) day period; (2) pending verification of satisfactory work performed; or (3) if required reports are not received.

Monthly invoices shall be sent to:

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705
Attn: Director of External Affairs

ARTICLE VII
SUBCONSULTANTS AND KEY PERSONNEL

The Consultant may provide for the performance of portions of the Services through one or more subconsultants, provided that any subconsultant proposed to be utilized are approved, in advance and in writing, by the Director of External Affairs. In the event Consultant does utilize one or more approved subconsultants, Consultant shall remain fully liable for the actions or inactions of such subconsultants and shall be solely responsible for compensating the subconsultants.

Consultant acknowledges and agrees that the individual(s) identified as Key Personnel on Appendix B are key and integral to the satisfactory performance of Consultant under this Agreement. Throughout the term of this Agreement, Consultant agrees that the identified individual(s), whether employee(s) of Consultant or of an approved subconsultant selected and engaged by Consultant, will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto. The death or disability of any such individual, his/her disassociation from Consultant or the approved subconsultant selected and engaged by Consultant, or his/her failure or inability to devote sufficient time and attention to the services shall, at the Mobility Authority's option, constitute a default requiring Consultant promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Mobility Authority. In no event shall Consultant transfer, or reassign any individual identified on Appendix B except as instructed by, or with the prior written consent of, the Mobility Authority.

Consultant shall use its best efforts to enhance continuity in the Key Personnel, subconsultants selected and engaged by Consultant, and other employees regularly performing the Services. Consultant shall notify the Mobility Authority regarding the scheduling of the Key Personnel's corporate activities, vacations, and other engagements during which he or she is unavailable for the Services if such unavailability shall materially impact the provision of Services to the Mobility Authority. Individuals may be added to Appendix B with the mutual written consent of Consultant and the Mobility Authority (email to be deemed sufficient).

ARTICLE VIII
REMOVAL OF PERSONNEL

All persons providing the Services, whether employees of Consultant or of an approved subconsultant selected and engaged by Consultant, shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any such person who, in the opinion of the Mobility Authority, is incompetent or by his or her conduct becomes detrimental to the provision of the Services shall, upon request of the Mobility Authority, promptly be removed from providing the Services to the Mobility Authority. Consultant shall furnish the Mobility Authority with an equally qualified candidate for replacement of the removed person within ten (10) days

thereafter; provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Mobility Authority.

ARTICLE IX
RELATIONSHIP BETWEEN THE PARTIES

The parties recognize that the Mobility Authority, through its Executive Director and assigned staff, manage the day-to-day business and affairs of the Mobility Authority and that only an independent contractor relationship, and no other type of relationship, exists between the Mobility Authority and Consultant. Consultant acknowledges and agrees that neither it, nor any of Consultant's employees, officers, agents, or contractors, shall be considered an employee of the Mobility Authority for any purpose.

Consultant has no authority to enter into any contract binding upon the Mobility Authority, or to create any obligation on behalf of the Mobility Authority, without express and specific written authorization from the Executive Director. Under no circumstances may Consultant represent to suppliers, contractors, subcontractors, or any other parties that Consultant, its employees, and affiliates are employees of the Mobility Authority or serve the Mobility Authority in any capacity other than as an independent contractor. Consultant shall clearly inform others that it has no authority to bind the Mobility Authority, unless the Mobility Authority specifically authorizes otherwise in writing.

In the performance of the Services, Consultant as an independent contractor possesses the sole right to supervise, manage, operate, control, and direct the performance of the details incident to the Services. Consultant is not entitled to any insurance, pension, vacation, sick leave, or other benefits customarily afforded to employees of the Mobility Authority. Nothing in this Agreement is deemed or construed to create a partnership, joint venture, or joint enterprise; or relationship of employee-employer or principal-agent.

ARTICLE X
REPRESENTATION AND WARRANTIES

Consultant represents and warrants that the individual executing this Agreement on behalf of Consultant is duly authorized Consultant to do so, and that this Agreement constitutes a valid and legally binding agreement of Consultant enforceable against it in accordance with its terms.

Consultant further represents and warrants to the Mobility Authority that Consultant (a) is under no contractual or other restriction or obligation, the compliance with which is inconsistent with or would hinder the execution of this Agreement, the performance of Consultant's obligations hereunder, or of the rights of the Mobility Authority hereunder; (b) in relation to its engagement hereunder, and without limiting the representation in preceding clause, is not an employee, contractor, or representative of, or contractor for any other firm currently under contract with the Mobility Authority or intending to bid for any contract; and (c) is under no physical, financial, or mental disability at this time that would hinder the full performance of the obligations under this Agreement; (d) is not under contract, and must not without the Mobility Authority's prior written consent, contract with any company, organization, or person that the Mobility Authority reasonably believes to be in opposition or hostile to the Mobility Authority's operation and

mission. Consultant further represents and warrants that, except in connection with the request for proposal and related discussions in connection with the Services contemplated under this Agreement, Consultant and each individual identified on Appendix B has no current business relationship or a previous business relationship that existed on or after January 1, 2016, with any of the Mobility Authority's personnel, other than as that business relationship is identified on the form attached as Appendix C hereto.

The Mobility Authority represents and warrants that it is the owner or licensee of all intellectual property rights sufficient to enable Consultant to edit, reproduce and otherwise use, publish and distribute such materials in performing Services for the Mobility Authority.

ARTICLE XI
CONFIDENTIAL INFORMATION

All materials and ideas created during the performance of the Services under this Agreement in whole or in part by Consultant, its employees and subcontractors, is proprietary and confidential information and is owned by the Mobility Authority in accordance with the terms of Article IV, and the Mobility Authority will retain ownership of all work-in-progress. Such proprietary and confidential materials and information may only be used by Consultant during the term of this Agreement as necessary to carry out the purposes of this Agreement. Consultant shall return all such materials in Consultant's possession to the Mobility Authority upon termination of this Agreement. Consultant agrees not to disclose during the term of this Agreement or at any time thereafter to any unauthorized person, association, firm, corporation, or other party any proprietary or confidential information relating to the Mobility Authority, and Consultant confirms that such information constitutes the exclusive property of the Mobility Authority.

The parties agree that each of the provisions in this Article XI are important and material, and significantly affect the successful conduct of the Mobility Authority's business, as well as its reputation and goodwill. Any breach of the terms of this Article XI, is a material breach of this Agreement from which Consultant may be enjoined and for which Consultant also shall be liable to the Mobility Authority for all damages arising or resulting from the breach in accordance with the terms of this Agreement. Consultant understands and acknowledges that Consultant's responsibilities under this Article XI continue in full force and effect after Consultant's contractual relationship with the Mobility Authority ends for any reason.

Notwithstanding anything in this Agreement to the contrary, Consultant has no obligation of confidentiality with respect to information that (a) is or becomes part of the public domain through no act or omission of Consultant; (b) was in Consultant's lawful possession prior to the disclosure and had not been obtained by Consultant either directly or indirectly from the Mobility Authority; (c) is lawfully disclosed to Consultant by a third party without restriction on disclosure; (d) is independently developed by Consultant without use of or reference to the Mobility Authority's confidential information; or (e) is required to be disclosed by law or judicial, arbitral or governmental order or duly executed process, provided Consultant gives the Mobility Authority prompt written notice of the requirement sufficient to permit the Mobility Authority a reasonable opportunity to seek a protective order or other appropriate relief.

ARTICLE XII
INDEMNIFICATION; LIMITATION ON LIABILITY

CONSULTANT SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND CONSULTANTS FROM ANY THIRD PARTY CLAIMS, COSTS, EXPENSES, OR LIABILITIES OF ANY TYPE OR NATURE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS (COLLECTIVELY, "CLAIMS"), TO THE EXTENT ARISING FROM CONSULTANT'S PERFORMANCE OF THE SERVICES TO BE ACCOMPLISHED UNDER THIS AGREEMENT, OR CONSULTANT'S FAILURE TO PERFORM SUCH SERVICES, WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT, OR STRICT LIABILITY. CONSULTANT ALSO SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND CONSULTANTS FROM ANY CLAIMS (AS DEFINED ABOVE), TO THE EXTENT ARISING FROM CONSULTANT'S MATERIAL BREACH OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION WITH RESPECT TO ARTICLE IV). IN THE EVENT THE MOBILITY AUTHORITY, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THE CONSULTANTS ARE FOUND, INDIVIDUALLY OR COLLECTIVELY, TO BE PARTIALLY AT FAULT WITH RESPECT TO A CLAIM (AS DEFINED ABOVE) UNDER THIS PARAGRAPH, CONSULTANT SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY, AND ITS EMPLOYEES, DIRECTORS, AGENTS AND CONSULTANTS FROM AND AGAINST THE PORTION OF SUCH CLAIM RELATING TO PERCENTAGE OF FAULT ATTRIBUTABLE TO CONSULTANT, ITS EMPLOYEES, AGENTS, OR CONTRACTORS SELECTED AND ENGAGED BY CONSULTANT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

CONSULTANT'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY), BUT EXCLUDING DAMAGES AND CLAIMS COVERED BY INSURANCE PROCEEDS, SHALL NOT EXCEED DOUBLE THE "NOT TO EXCEED AMOUNT" SET FORTH IN ATTACHMENT B TO THIS AGREEMENT. IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES.

THE FOREGOING LIMIT OF LIABILITY AND WAIVER OF CONSEQUENTIAL DAMAGES SHALL NOT EXCLUDE OR AFFECT (A) ANY LIABILITY FOR GROSS NEGLIGENCE, FRAUD, INTENTIONAL MISCONDUCT, OR CRIMINAL ACTS BY CONSULTANT, IT'S EMPLOYEES OR SUBCONSULTANTS (B) ANY LIABILITY FOR ANY TYPE OF DAMAGE OR LOSS, TO THE EXTENT SUCH LOSS OR DAMAGE IS COVERED BY INSURANCE PROCEEDS FROM INSURANCE CONSULTANT CARRIES, REGARDLESS OF WHETHER REQUIRED TO BE CARRIED HEREUNDER AND (C) DAMAGES ARISING FROM A BREACH OF ARTICLES IV AND X, ABOVE.

ARTICLE XIII
GENERAL PROVISIONS

1. **Insurance.** Consultant shall maintain, and shall require its subcontractors to retain the insurance required in Appendix D, which is hereby incorporated in this Article XIII, Section 1 for all purposes. Until Consultant has obtained the specified insurance, Consultant may not perform any Services or undertake any other activity that might result in personal injury while performing the Services.

2. **Compliance with Laws.** Consultant and the Mobility Authority each shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, codes, and regulations, and with the orders and decrees of any courts, administrative bodies, or tribunals in any matter affecting its performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, and licensing laws and regulations.

3. **Audit.** The Mobility Authority shall have the exclusive right to examine Consultant's books and records to verify the costs or expenses incurred in the performance of this Agreement and for the purpose of checking the amount of work performed by Consultant. Consultant 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 term of the Agreement and for four (4) years from the date of final payment under this Agreement or until pending litigation has been completely and fully resolved, whichever occurs last. The Mobility Authority or any of its duly authorized representatives, the Texas Department of Transportation ("TxDOT"), the Federal Highway Administration ("FHWA"), the United States Department of Transportation Office of Inspector General and the Comptroller General shall have access to any and all books, documents, papers and records of Consultant which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

4. **Entire Agreement.** This Agreement is the entire agreement of the parties, and supersedes any and all oral representations, warranties, understandings, stipulations, agreements, or promises pertaining to this Agreement that are not incorporated in writing in this Agreement.

5. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

6. **Exclusive Jurisdiction and Venue.** Consultant agrees that the exclusive jurisdiction and venue for any legal action or proceeding, at law or in equity, arising out of or relating to the Agreement or the Project, shall be the District Court in Austin, Texas. Consultant waives all objections it might have to the jurisdiction or venue of such court and hereby consents to such court's jurisdiction, regardless of Consultant's residence or domicile, for any such action or proceeding.

7. **Invalidity.** If any term or condition of this Agreement is declared legally invalid or unenforceable by a court of competent jurisdiction, that decision does not affect the validity of any remaining terms and conditions in this Agreement. Terms and conditions not declared invalid

remain in full force and effect as if this Agreement had been executed without the inclusion of the invalid term or condition.

8. **Modification.** This Agreement may not be changed, altered, or modified unless in writing and signed by the parties.

9. **Binding Effect.** The rights and benefits of Consultant under this Agreement are personal to Consultant and may not be subject to voluntary or involuntary alienation, assignment, subletting, or transfer. This Agreement may, upon prior notice to Consultant, be assigned by the Mobility Authority and inure to the benefit of any assignee which is a governmental or political subdivision entity engaged in the same or similar mission as the Mobility Authority.

10. **Waiver.** Waiver by the Mobility Authority or Consultant of any breach of this Agreement by the other party is not effective unless in writing, and no such waiver operates as a waiver of any subsequent breach.

11. **Acknowledgment.** Each party agrees by its signature to this Agreement that it (a) fully understands the Agreement's purposes, terms, and provisions, (b) has obtained advice of legal counsel for review of this Agreement and has had substantial involvement in its preparation, and (c) expressly acknowledges receipt of a copy of this Agreement.

12. **Benefits Inured.** This Agreement is solely for the benefit of the parties and their permitted successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed or construed to, create or confer any rights, remedies, or causes of action in or to any other persons or entities, including the public in general.

13. **Survival.** Articles IV, V, IX, X, XI, XII and this Section survive the expiration or termination of this Agreement for any reason.

14. **Availability of Funds.** The awarding of this Agreement and continuation hereof is dependent upon the availability of funding and budget authorization during the entire term of this Agreement.

15. **Notices.** Notice is deemed given under this Agreement (a) when delivered by hand; (b) one business day after being deposited with a reputable overnight air courier service; or (c) three business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid. Any notices provided under this Agreement must be sent or delivered to:

In the case of Consultant:

_____

_____

_____

_____

With a copy to:

In the case of the Mobility Authority:

Mike Heiligenstein, Executive Director
Central Texas Regional the Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date and year first written above.

THE CONSULTANT	**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**
By:_____	By:_____
_____[Name]	Mike Heiligenstein
_____[Title]	Executive Director
_____[Firm Name]	

Appendix A

SCOPE OF SERVICES

This Appendix A is attached to and made a part of the Communication and Marketing Services Agreement between the Mobility Authority and the Consultant effective as of the ____ day of _____, 2019. Any term used in this appendix has the meaning given to that term by the Agreement. Services provided under this Agreement include, but are not limited to, strategic communications consulting, public relations, and creative services. The Consultant will work at the direction and supervision of the Mobility Authority to provide the Services and work cooperatively and collaboratively with the Mobility Authority's other consultants. The Services to be provided by the Consultant include the following key elements:

1. Daily support of the Mobility Authority in its efforts to elevate the agency's brand, mission, and vision.

2. Implement innovative and proven public relations strategies.

3. Secure earned media placements, which could include but are not limited to: media sources in Central Texas, national trade publications of significance to the transportation industry, and national digital media as needed.

4. Provide executive voice support through social media posts and blogs, etc. for the executive team.

5. Develop relevant content, including thought leadership pieces and opinion editorials related to infrastructure development in the region.

6. Provide creative services, including the development of targeted education campaigns to key stakeholders (including industry leaders, customers, elected officials, and the general public), graphic design, and printed collateral. Manage implementation of all aspects of campaigns as requested, including campaign-specific social media.

7. Identify and provide access to media production, media buyers, media planners, and market research. Oversee the management of these vendors and/or subconsultant firms.

8. Provide copywriting and proofreading services as requested.

9. Track analytics and report on success metrics for all efforts, initiatives and campaigns, and provide forward-thinking and strategic recommendations based on results.

10. Prepare monthly progress reports of activities performed and resulting metrics

Other communications and marketing efforts may be requested of the selected firm as needs arise. Of note, government relations is not part of this scope of services.

Appendix B

COMPENSATION

Payment

The Mobility Authority agrees to pay, and Consultant agrees to accept, as full and sufficient compensation for the performance of all Services, monthly payments based on the monthly Retainer provided for Account Maintenance Services, approved Work Authorizations, corresponding invoices and the budget set forth therein, to be submitted to the Mobility Authority by Consultant consistent with the requirements of Article VI. Payment under this Agreement shall be made within thirty (30) days of an approved invoice date. This compensation constitutes full payment for all of the Services, including, but not limited to overhead and administrative expenses.

The Retainer for the Account Maintenance Services shall be $_____ per month.

The total amount of this Agreement shall not exceed $_____ (the "Not to Exceed Amount"), which shall include the Retainer for the Account Maintenance Services.

Fee Billing

At the end of each month, Consultant shall invoice the Mobility Authority the exact fees based upon the Retainer for Account Maintenance Services and the hours incurred in performing any additional Services during that month. Any additional fees will be based upon Consultant's rate cards as described below. Consultant's hourly rate schedule is as follows:

Key Personnel Rate Card

Title	*Key Personnel*	*Rate*
Agency Principal		
Day-to-Day Account Lead		
Account Service Resources		
Strategic Planning Resources		
Public Relations Resources		
Media Resources		
Creative Resources		

Billing of Third Party Expenses

Consultant shall invoice the Mobility Authority the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis. Actual expenses may vary from any estimated amounts provided. Consultant will provide detailed invoices for all services provided by subconsultants and other third parties. Billing for direct expenses, subconsultant services and media buys shall be at a flat rate with no markups or agency commissions, in accordance with the Agreement.

Payments to Subconsultants

The Mobility Authority will have no responsibility or direct obligation for payment to subconsultants selected and engaged by Consultant for Services rendered in connection with Consultant's performance under this Agreement, unless otherwise agreed to in writing by the parties (email to be deemed sufficient).

Appendix C

DISCLOSURE STATEMENT FORM

This Disclosure Statement outlines potential conflicts of interest as a result of a previous or current business relationship between the undersigned individual (and/or the firm for which the individual works) and an individual or firm submitting a proposal or otherwise under consideration for a contract associated with COMMUNICATION AND MARKETING SERVICES under this Agreement. Section I of this Disclosure Statement Form describes the potential conflicts of interest. Section II of this Disclosure Statement Form describes the proposer's management plan for dealing with the potential conflicts of interest as described in Section I of this form. This Disclosure Statement is being submitted in compliance with the Central Texas Regional Mobility Authority's Conflict of Interest Policy for Consultants. The undersigned acknowledges that approval of the proposed management plan is within the sole discretion of the Central Texas Regional Mobility Authority.

SECTION I. Description of Potential Conflicts of Interest.

_____

_____

_____

_____

_____

_____

SECTION II. Management Plan for Dealing with Potential Conflicts of Interest.

_____

_____

_____

_____

_____

_____

SIGNED: _____ **DATE:** _____

NAME AND TITLE: _____

REPRESENTING: _____

Appendix D

INSURANCE REQUIREMENTS

The Consultant and all subconsultants shall furnish the Mobility Authority a properly completed Certificate of Insurance approved by the Mobility Authority prior to beginning work under the Agreement and shall maintain such insurance through the term of the Agreement. The Consultant shall provide proof of insurance in a form reasonably acceptable by the Authority. The Consultant 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 Consultant'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 Consultant's obligations under this Agreement.

D. **Excess Liability Insurance.** In an amount of $5,000,000 per occurrence and aggregate.

E. **General for All Insurance.** The Consultant shall promptly, upon execution of this Agreement, 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 A. through D., above, by A. M. Best Company as "A-VII" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subarticle 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 Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subarticles 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 Consultant, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Agreement. Certificates shall also indicate that the contractual liability assumed in Article XII, above, is included.

The insurance carrier shall include in each of the insurance policies required under subsections 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"

F. **Subconsultant.** In the event a subconsultant selected by the Consultant to perform work associated with this Agreement is unable to secure insurance coverage in the amounts set forth in subarticles B., D., and F. above, Consultant 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 Consultant remains liable for the work performed under the Agreement, 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 Consultant will remain liable for work performed by the subconsultant and that Consultant's insurance will cover the work, actions, errors and omissions of the subconsultant.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #13

Approve new maximum and minimum speed limits for the MoPac Express Lanes and related amendments to Mobility Authority Policy Code Section 301.015

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Justin Word, P.E., Director of Engineering
Associated Costs:	Estimated at $80,000
Funding Source:	MoPac General Funds
Action Requested:	Consider and act on draft resolution

Project Description - The MoPac Express Lanes give drivers the option to bypass congestion on the 11-mile stretch of MoPac between Parmer Lane and Cesar Chavez Street. Express lanes are special buffer-separated lanes that use variable tolls to keep traffic moving even when the adjacent lanes are congested. The express lanes are located in the middle of the MoPac corridor, separated from the general purpose lanes by flexible plastic, vertical delineators. Drivers are able to access the MoPac Express Lanes northbound in the vicinity of Cesar Chavez Street and RM 2222 (Northland Drive); and southbound in the vicinity of Parmer Lane and RM 2222 (Northland Drive).

This resolution approves new maximum and minimum speed limits for the MoPac Express Lanes. The Texas Administrative Code (TAC) sets forth a procedure for establishing the maximum and minimum speed limits, which requires an engineering and traffic investigation (a "speed zone study") by a licensed transportation engineer that meets Texas Department of Transportation criteria, in Subchapter B (Procedures for Establishing Speed Zones), 43 TAC § 25.21 et seq.

Some of the potential benefits anticipated from establishing new maximum and minimum speed limits within the express lanes are to:

- encourage uniformity by discouraging wide variations in express lane travel speeds, which could also reduce the risk of crashes;
- potentially increase peak period throughput by discouraging slow speeds that can meter the number of vehicles that can traverse express lane segments; and

- more consistently meet driver expectations of experiencing a fast, reliable rate of travel.

Previous Actions/Brief History of the Project/Program – In November of 2017 the express lanes fully opened to traffic. Since that time, the express lanes have operated using the existing speed limit on the facility's general purpose lanes of 65 miles per hour. In December 2018, a speed study was conducted to review speed in the express lanes and consider if different speed requirements would benefit the system.

The results of the study support a minimum speed of 55 miles per hour and an increase in the maximum speed limit from 65 to 70 miles per hour for the entirety of the MoPac Express Lanes. Minimum speeds are justified when a study shows that slow moving vehicles impede the normal and reasonable flow of traffic, and they are regulated in the same manner as maximum speeds. The minimum speed will help ensure the Express Lanes operate as they are intended by prohibiting cars from driving exceedingly slow and impeding free flowing traffic. In the case of congested conditions, drivers will not be in violation of the minimum if traffic does not reasonably allow for a speed of 55 miles per hour. The required speed zone study for the MoPac Express Lanes is attached.

The requested funds will cover the purchase and the installation of the new speed signs along the corridor, including any necessary traffic control and construction oversight and inspection.

Financing – Transportation Code enables CTRMA to operate two or more transportation projects as one operational and financial enterprise, by creating a "system" made up of those transportation projects. CTRMA's system includes 183A, 290 East, 71 East, and 183 South. The MoPac Express Lanes are not currently part of our system, and thus functions as a standalone project with its own operating funds. Funding to be provided through those MoPac General Funds.

Action Requested – Staff recommends approval of this item to adopt the 70 mile per hour maximum speed limit and 55 mile per hour minimum speed limit for the MoPac express lanes. The new maximum and minimum speed limits will become effective upon installation of new maximum "70 MPH" speed limit and "55 MPH" minimum speed signs along MoPac/Loop 1.

Backup Provided: Draft Resolution
Draft Mobility Authority Policy Code revisions section § 301.015
MoPac Express Lane 2018 Speed Study

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

RESOLUTION NO. 19-0XX

APPROVING MAXIMUM AND MINIMUM SPEED LIMITS
FOR THE MOPAC EXPRESS LANES AND RELATED AMENDMENTS TO
MOBILITY AUTHORITY POLICY CODE SECTION 301.015

WHEREAS, Chapter 370 of the Transportation Code and other applicable law authorizes the Board to establish speed limits on Mobility Authority roadways; and

WHEREAS, Section 301.014 of the Policy Code provides guidelines for establishing speed limits on Mobility Authority roadways; and

WHEREAS, Section 301.015 of the Mobility Authority Policy Code publishes the speed limits for certain Mobility Authority toll facilities; and

WHEREAS, the Board has reviewed and considered the "MoPac Express Lanes Speed Limit Study" dated December 26, 2018, prepared by WSP USA Inc. and on file in the Mobility Authority office (the "Speed Limit Study"); and

WHEREAS, based on the Speed Limit Study, the Board finds that a maximum speed limit of 70 miles per hour and a minimum speed of 55 miles per hour are safe and reasonable speeds for those who travel on the MoPac Express Lanes, and that it is in the best interest of the Mobility Authority and those who travel on the MoPac Express Lanes to establish a maximum speed limit of 70 miles per hour and a minimum speed of 55 miles per hour.

NOW THEREFORE, BE IT RESOLVED, that the Board accepts the Speed Limit Study and hereby approves the recommended maximum speed limit of 70 miles per hour and minimum speed of 55 miles per hour on the MoPac Express Lanes, as set forth in the Speed Limit Study; and

BE IT FURTHER RESOLVED, that the Board hereby amends Section 301.015 of the Mobility Authority Policy Code to promulgate maximum and minimum speed limits for the MoPac Express Lanes by adding a new Subsection 301.015(c) as set forth in Exhibit A hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:	Approved:
_____	_____
Geoffrey Petrov, General Counsel	Nikelle Meade Vice Chair, Board of Directors

Exhibit A

301.015 Speed Limits for Specific Roadways

(a) The maximum speed of a motor vehicle on the main tolled lanes of the 183A Turnpike is limited to 75 miles per hour except within construction, transitional, or reduced speed zones, or during any period of adverse atmospheric or weather conditions. Notwithstanding the foregoing, the maximum speed of a motor vehicle on a non-tolled frontage road of the 183A Turnpike is limited to 60 miles per hour.

(b) The maximum speed of a motor vehicle on the main toll lanes of the 290 Toll is limited to 75 miles per hour except within construction, transitional, or reduced speed zones, or during any period of adverse atmospheric or weather conditions. Notwithstanding the foregoing, a lesser transition maximum speed limit for a motor vehicle that is entering or exiting a main toll lane of the 290 Toll is established as identified on the strip map attached as Appendix C to the September 8, 2014, Speed Zone Study, on file in the Mobility Authority offices.

(c) The maximum speed of a motor vehicle on the MoPac Express Lanes is limited to 70 miles per hour except within construction, transitional, or reduced speed zones, or during any period of adverse atmospheric or weather conditions. The minimum speed of a motor vehicle on the MoPac Express Lanes is limited to 55 miles per hour except within construction, transitional, or reduced speed zones, or during any period of congested conditions or adverse atmospheric or weather conditions.

MOPAC EXPRESS LANES

SPEED LIMIT STUDY

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 26, 2018

STATE OF TEXAS
JESSICA KESSINGER
118217
LICENSED
PROFESSIONAL ENGINEER

Jessica Kessinger 12/26/18

MoPac Express Lane Speed Study
Central Texas Regional Mobility Authority

December 26, 2018
Prepared by:
Jessica Kessinger PE, Michael Penic

EXECUTIVE SUMMARY

This memorandum describes results of speed limit study conducted along the express lanes of the MoPac Expressway. The study limits extended from Wells Branch Parkway to Barton Springs Road.

Key findings

- Radar speed data collected for this study justifies express lane speed limits of 65 or 70 mph.
- Though there are no guidelines for selection of a minimum speed limit, the 15th percentile speeds suggest a 50-mph minimum speed on the express lane, while the lower limit of the 10 mph pace[1] statistic suggests a 55-mph minimum speed on the express lane.
- Though crash history information is presented for the MoPac Expressway, the lack of history after express lane opening and the lack of data specificity regarding the location of the crashes (general purpose lanes versus express lanes) make it difficult to draw conclusions regarding crash effects. Overall, crash rates simply indicate that crashes are more prevalent near ramp junctions and within freeway weaving areas.

Recommended next step

- Express lane incident data collected by the RMA should be used for future evaluation of speed management issues in the corridor. This data is collected by the RMA's incident management team, and includes crash attributes that are more detailed than that of TxDOT's CRIS (Crash Record Information System) data.

[1] The "10 mile per hour pace" is the 10 mile per hour range of speeds in which the largest portion of vehicles were observed to travel. It is thus a measure of the most common range of speeds observed.

1. EXPRESS LANE SPEED MANAGEMENT CONCERNS

The MoPac Express Lanes between Parmer Lane and the Colorado River in Austin, Texas have generated several concerns regarding the management of operating speeds. The current speed limit governing the express lanes is the same as that of the general-purpose lanes; 65 miles per hour. Noted concerns include:

- Vehicles that travel well below the speed limit. This is a frustration to other drivers due to the lack of passing lanes on the single lane express toll facility.
- Inability to consistently meet driver expectation of experiencing a fast, reliable rate of travel that is faster than that of the adjacent general-purpose lanes in exchange for paying a toll.
- Complaints from drivers that would like to travel the express lanes at speeds higher than the general-purpose lanes during off peak periods, but are held back by those that choose to travel at a slower speed.

Issues regarding the reliability of travel times arise due to the extreme popularity of the express lanes. Thus far, the variable toll rate algorithms that attempt to maintain acceptable operations in the lanes have not always been able to prevent both travel speed fluctuations and – at some times of the day – congestion inside the express lanes, at end points and at ingress/egress areas. Even if these issues were addressed, the result might be extremely high toll rates that may generate public outcry. However, opportunities to change the maximum speed limit and to designate a minimum speed limit can be evaluated through a formal traffic analysis process called a speed study. These actions could produce meaningful benefits to concerned users when congestion is not present.

The purpose of this memorandum is to describe the speed study conducted for the MoPac Expressway corridor over the limits of the new express lanes, and present findings and recommendations regarding speed limit management practices for the express lane.

2. SPEED STUDY PROCESS

This section outlines data collection, analysis and documentation tasks required to solicit a request to modify the maximum speed limit and potentially establish a minimum speed limit on the MoPac North Express Lanes (SL 1) between FM 734 (Parmer Lane) on the north and Lady Bird Lake (south of Lake Austin Boulevard) on the south. The requirements generally follow the recommended practice from the TxDOT guideline document "Procedure for Establishing Speed Zones"[2], last revised in August 2015. This study process seeks to provide the same level of traffic data, analysis and documentation as a speed study conducted on any other state highway.

[2]"Procedure for Establishing Speed Zones", Texas Department of Transportation, Traffic Operations Division, August 2015.

On most state highways, speed limit determinations involve a collaborative effort between the TxDOT district, TxDOT Traffic Operations Division, and local jurisdictions that could include city or county agencies. Section 545.354 of the Texas Transportation states that Regional Mobility Authorities have independent authority to set speed limits on toll facilities under their jurisdiction: *The authority's power to alter prima facie speed limits is effective and exclusive on any part of a turnpike project constructed and maintained by the authority inside and outside the limits of a municipality, including a home-rule municipality.*[3].

Additionally, Section 545.363 of the Texas Transportation Code extends this authority to include posting minimum speeds: *When the Texas Transportation Commission, the Texas Turnpike Authority, the commissioners court of a county, or the governing body of a municipality, within the jurisdiction of each, as applicable, as specified in Sections 545.353 to 545.357, determines from the results of an engineering and traffic investigation that slow speeds on a part of a highway consistently impede the normal and reasonable movement of traffic, the commission, authority, county commissioners court, or governing body may determine and declare a minimum speed limit on the highway.*[4]

In addition to the Texas Transportation Code, the Project Development Agreement (PDA) for the MoPac Improvement Project grants authority to the Mobility Authority to operate, maintain, police, and regulate the MoPac express lane: *TxDOT grants to the Authority a license and right of entry on, over, and under such area and right-of-way owned by, subsequently acquired, and otherwise under TxDOT's control and as necessary to enable the authority to cause the express lanes to be operated, maintained, policed, and regulated*[5].

2.1 Traffic Data Collection

Generally, the recommended practice for conducting a spot speed study involves collection of at least 125 free flow speed observations during off peak periods on a typical weekday. Radar technology was used to collect the speed and passage time of each vehicle. The TxDOT guidelines note that the accuracy of radar speed measurements tends to be within 2 miles per hour of actual. The term "free flow speed" means that each of these observations must be made on vehicles whose speed is not obstructed by a leading vehicle. Thus, the measured speeds do not include data from vehicles whose speeds are constrained because they are closely following another vehicle. This is achieved by measuring the speed of a vehicle only if the lead gap to the previous vehicle is at least 15 seconds. Though not relevant to the express lanes, speed data can also be classified by vehicle type to investigate speed differentials of different vehicle classes such as trucks.

For freeway class facilities in an urban area, at least one speed study location between each interchange is recommended. For the MoPac express lane facility, there are 14 segments between interchanges, and one on each end of the corridor that could be considered, resulting

[3] Texas Transportation Code, Section 545.354
[4] Texas Transportation Code, Section 545.363
[5] Section 2. Use of Right-of-Way of the MoPac North Project Development Agreement

in 16 segments per direction. Seven additional general-purpose lane locations were included at express lane ingress and/or egress areas, thus resulting in a total of 39 locations.

2.2 Statistical Analysis

Traffic analysis normally includes development of a speed frequency distribution and computation of the 85th percentile speed for maximum speed limits, and 15th percentile speeds if minimum speed limits are being considered. The 85th percentile speed is the speed in which 15 percent of all vehicles surveyed travel faster. Similarly, the 15th percentile speed is the speed in which 15 percent of all vehicles surveyed travel slower. Other statistics include the "10 mile per hour pace"; which is defined as the 10 mile per hour range of speeds in which the largest portion of measured speeds occur. This measure includes the percentage of vehicles that fall within this 10-mile-per-hour range, which is a measure of the consistency of driver speed behavior.

2.3 CRASH Analysis

On existing roadways, an evaluation of crash experience is also required. However, the crash history of the MoPac Expressway was affected by construction activity and changes to the roadway cross section and ramp locations resulting from the construction of the express lanes. Thus, separate summaries of crash data have been developed for crashes that occurred before, during and after construction.

2.4 Development of a Speed Limit Evaluation Strip Map

A strip map is a combination of graphical and tabular depictions of key corridor features and data that affect speed limits. The map incorporates the historical patterns of crashes along the corridor to contribute to the evaluation process. Otherwise, the strip map summarizes all maximum and minimum speed threshold analysis results and speed frequency distributions, facilitates decisions regarding design consistency and continuity, establishes evidence for speed zone transitions where speed limits must change, and makes it easier to relate these to known geometric features along the corridor. For freeway facilities, relevant attributes include lane width, shoulder width, sight distance (horizontal and vertical curves), cross section transitions, ramps, weaving segments, and any local constraints such as narrow bridges, abrupt lateral lane shift transitions, or other areas with constrained cross sections, etc. Also, a summary of crash rates is summarized along the strip map to identify hot spots for potential further evaluation.

2.5 Speed Data Evaluation Process

The speed data evaluation process summarizes noted issues and considerations used to devise recommendations on posted speed limits and transition zones, including the governing reasons why the continuity of speed limits should be broken by establishing lower speed limit zones in specific areas, if applicable. Later sections of this memorandum present a summary of speed data analysis results, the strip map, and other supporting documentation to recommend a course of action.

2.6 Approval Process

The normal TxDOT process for evaluating the speed limit study includes an engineering review by TxDOT district traffic staff and the TxDOT Traffic Operations Division (TOD). However, for toll facilities operated entirely by and RMA, speed limits can be adopted by a minute order from either the RMA board or by similar actions by cities along the corridor.

This area intentionally left blank.

3. DATA COLLECTION FOR SPEED LIMIT STUDIES

Speed studies were conducted along MoPac Expressway from July 31 to August 7, 2018. The studies were conducted at 39 directional locations; which include 11 on the general-purpose lanes and 28 in the express lanes. There is generally one speed measurement location per direction between each major crossroad for the express lanes. General-purpose lane speed measurements were taken at the ends of the corridor and on segments where there are ingress and/or egress areas accessing the express lanes.

At each location, 125 speed measurements are taken during a weekday in the middle of the day to develop speed statistics. For this study, data was collected between 10:00 am and 11:00 am. Corridor traffic counts show that this is the time period in which MoPac Expressway traffic volumes tend to be the lowest of all mid-day hours between the peak periods. The speed measurements only represent vehicles that are not following another vehicle, thus the driver's choice of speed is not constrained by other vehicles. As previously noted, the passage of each valid vehicle for speed measurement must occur at least 15 seconds after the passage of the previous vehicle.

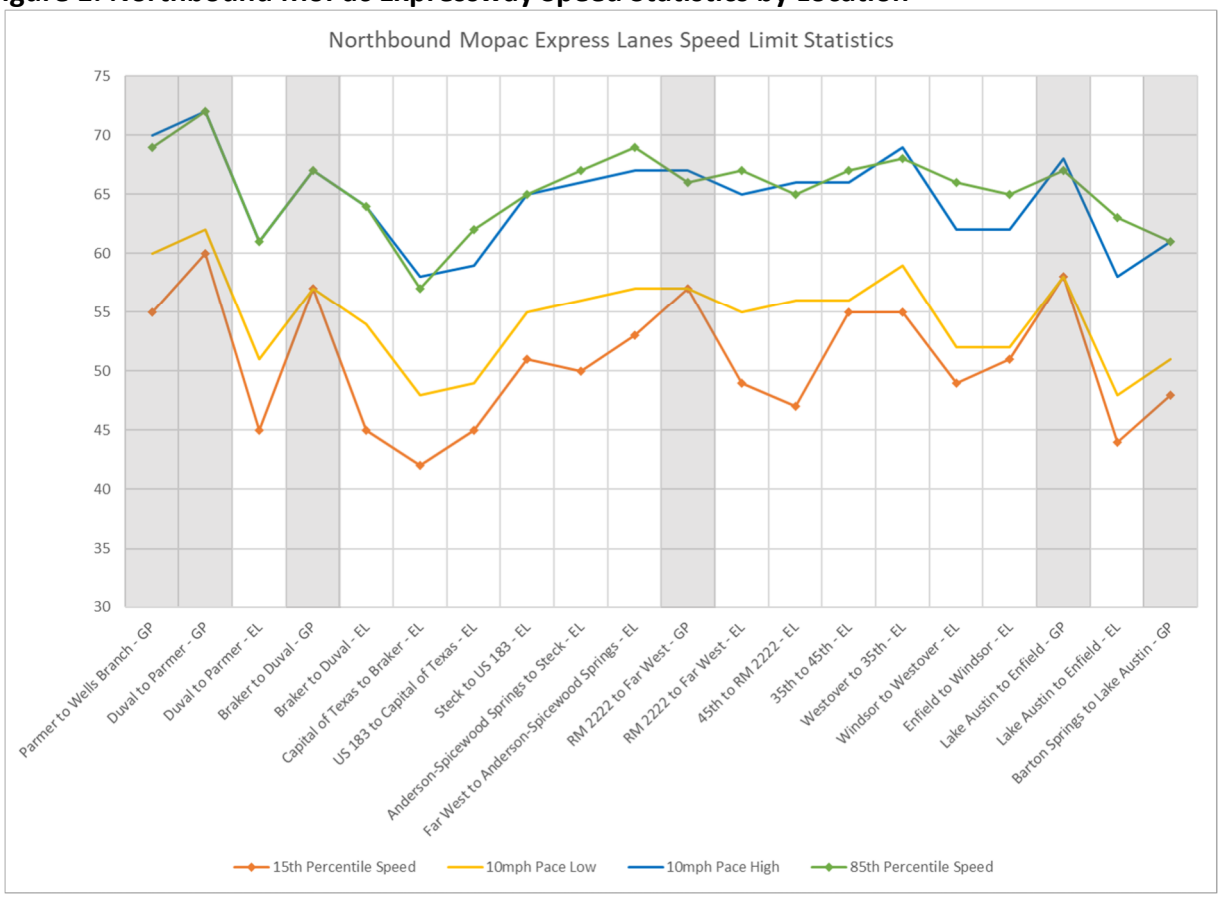
Figure 1 summarizes the 85th and 15th percentile speeds and the 10 mile per hour pace for the northbound general-purpose and express lane measurement segments. Figure 2 summarizes similar data for the southbound segments. Gray shading identifies segments representing general-purpose lane data (GP for "general-purpose" lanes) in each of these figures, while white background identifies express lane (EL) data.

A summary of speed violation rates was also conducted by segment. This consists of both the number and portion of speed measurements traveling faster than 60, 65, 70, 75 or 80 miles per hour. Table 1 summarizes the northbound data for express and general purpose lane segments. Table 2 summarizes similar information for the southbound lanes. Bar charts have been embedded in the data to help visualize the level of consistency among these measurements.

The following observations apply to northbound MoPac Expressway speed statistics shown in Figure 1:

- General-purpose lane 85th and 15th percentile speeds are higher from Wells Branch to Duval, most likely due to the posted speed limit of 75 mph on the Loop 1 toll road north of Parmer Lane. Speed statistics for the next three general-purpose lane sites are in the range of 66 to 67 mph for the 85th percentile speed, and 57 to 58 for the 15th percentile speed. The last measurement from Lake Austin Blvd to Barton Springs Road has an 85th percentile speed of 61 mph and a 15th percentile speed of 48 mph, most likely due to weaving turbulence from the large number of merging and diverging ramps in the area.
- Lower 85th and 15th percentile speeds occur on the express lane from Duval to US 183. The 85th percentile speed ranges from 57 to 64 mph, while the 15th percentile speed ranges from 42 to 45 mph.

Figure 1: Northbound MoPac Expressway Speed Statistics by Location

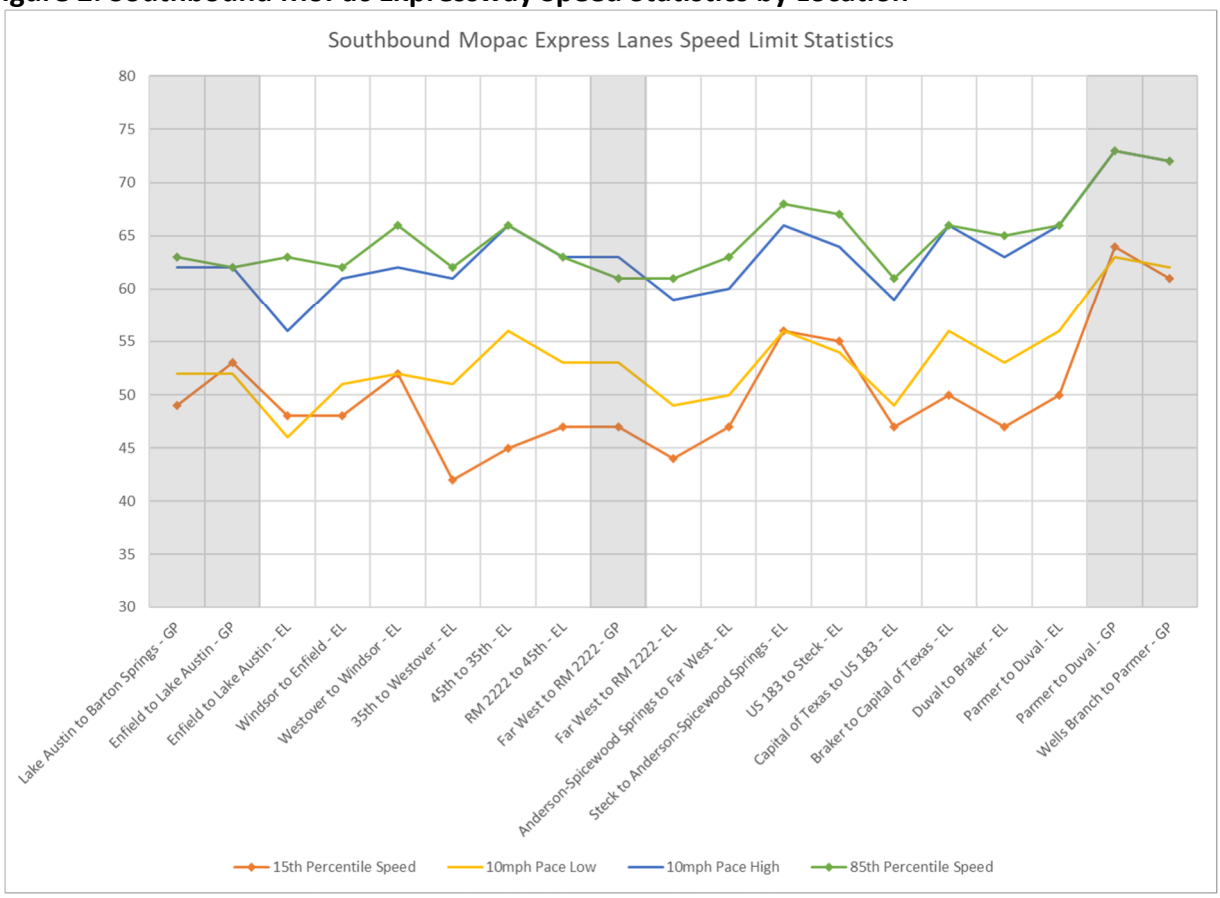


- Express lane speed statistics south of US 183 are generally higher. The 85th percentile speed ranges from 63 to 68 mph, while the 15th percentile speed ranges from 44 to 55 mph.
- It is interesting to note that the 10 mph pace upper limit tracks well with the 85th percentile speed, while the lower limit of the 10 mph pace is generally higher than the 15th percentile speed on the express lane segments. In other words, the largest portion of express lane drivers tend to travel at much higher speeds than those of the slowest 15 percent of drivers.

The following observations apply to southbound MoPac Expressway speed statistics shown in Figure 2:

- General-purpose lane 85th and 15th percentile speeds are higher from Duval to Wells Branch, most likely due to the posted speed limit of 75 mph on the Loop 1 toll road north of Parmer Lane. Speed statistics for the general-purpose lanes are in the range of 66 to 67 mph for the 85th percentile speed, and 57 to 58 for the 15th percentile speed.
- Express lane 85th percentile speeds range from 61 to 68 mph among all measured sites. The highest 85th percentile speeds occur from Anderson Lane/Spicewood Spring Road to US 183.

Figure 2: Southbound MoPac Expressway Speed Statistics by Location



- Express lane 15th percentiles speeds are around 50 mph south of Westover Road and north of US 183. The 15th percentile speeds are notably lower around 45 mph from Far West Blvd. to Westover Road, and higher around 55 mph from Capital of Texas Highway to Steck Avenue.
- Express lane speed statistics south of US 183 are generally higher. The 85th percentile speed ranges from 63 to 68 mph, while the 15th percentile speed ranges from 44 to 55 mph.
- Similar to the northbound data, the 10 mph pace upper limit tracks well with the 85th percentile speed, while the lower limit of the 10 mph pace is generally higher than the 15th percentile speed on the express lane segments. This may be additional evidence of the impact of slow drivers in the express lanes.

The following observations apply to northbound MoPac Expressway speed threshold statistics shown in Table 1:

- The portion of express lane traffic exceeding 70 mph ranges from 11 to 15 percent on only three of fourteen northbound segments. The portion of express lane traffic exceeding 75 mph reaches a maximum of four percent on two segments.

Table 1: Northbound MoPac Expressway – Number & Percent of Speeds Above 5 mph Thresholds

Northbound Express Lanes										
	Counts					% out of Total (total =125)				
Location	>=60	>=65	>=70	>=75	>=80	>=60	>=65	>=70	>=75	>=80
Duval to Parmer	32	8	1	0	0	25.6%	6.4%	0.8%	0.0%	0.0%
Braker to Duval	51	19	6	1	0	40.8%	15.2%	4.8%	0.8%	0.0%
Capital of Texas to Braker	12	5	1	0	0	9.6%	4.0%	0.8%	0.0%	0.0%
US 183 to Capital of Texas	33	8	3	0	0	26.4%	6.4%	2.4%	0.0%	0.0%
Steck to US 183	50	25	6	0	0	40.0%	20.0%	4.8%	0.0%	0.0%
Anderson-Spicewood Springs to Steck	68	34	14	2	0	54.4%	27.2%	11.2%	1.6%	0.0%
Far West to Anderson-Spicewood Springs	77	44	19	5	1	61.6%	35.2%	15.2%	4.0%	0.8%
RM 2222 to Far West	56	30	8	1	0	44.8%	24.0%	6.4%	0.8%	0.0%
45th to RM 2222	43	22	4	0	0	34.4%	17.6%	3.2%	0.0%	0.0%
35th to 45th	75	38	15	2	0	60.0%	30.4%	12.0%	1.6%	0.0%
Westover to 35th	80	41	9	5	0	64.0%	32.8%	7.2%	4.0%	0.0%
Windsor to Westover	48	21	7	2	0	38.4%	16.8%	5.6%	1.6%	0.0%
Enfield to Windsor	55	24	7	4	0	44.0%	19.2%	5.6%	3.2%	0.0%
Lake Austin to Enfield	31	16	7	2	0	24.8%	12.8%	5.6%	1.6%	0.0%

Northbound General Purpose Lanes										
Location	Counts					% out of Total (total =125)				
	>=60	>=65	>=70	>=75	>=80	>=60	>=65	>=70	>=75	>=80
Parmer to Wells Branch	90	55	18	0	0	72.0%	44.0%	14.4%	0.0%	0.0%
Duval to Parmer	107	75	32	5	0	85.6%	60.0%	25.6%	4.0%	0.0%
Braker to Duval	82	26	7	0	0	65.6%	20.8%	5.6%	0.0%	0.0%
RM 2222 to Far West	90	34	4	0	0	72.0%	27.2%	3.2%	0.0%	0.0%
Lake Austin to Enfield	95	33	4	0	0	76.0%	26.4%	3.2%	0.0%	0.0%
Barton Springs to Lake Austin	31	8	4	0	0	24.8%	6.4%	3.2%	0.0%	0.0%

- The portion of general-purpose lane traffic exceeding 70 mph is only large (approximately 14-26 percent) on the segment of northbound MoPac Expressway adjacent to the Loop 1 Toll Road where the posted speed limit transitions to 75 mph. Otherwise, three to six percent of general purpose lane traffic exceeds 70 mph on other segments.

The following observations apply to southbound MoPac Expressway speed threshold statistics shown in Table 2:

- The portion of express lane traffic exceeding 70 mph ranges from 10 to 11 percent on only two of fourteen southbound segments. The portion of express lane traffic exceeding 75 mph reaches a maximum of two percent on one segment.
- The portion of general-purpose lane traffic exceeding 70 mph is only large (approximately 38-48 percent) on the segment of southbound MoPac Expressway adjacent to the Loop 1 Toll Road where the posted speed limit transitions from 75 mph to 65 mph. Otherwise, up to two percent of general purpose lane traffic exceeds 70 mph on other segments.
- The portion of general-purpose lane traffic exceeding 70 mph is only large (approximately 14-26 percent) on the segment of northbound MoPac Expressway adjacent to the Loop 1 Toll Road where the posted speed limit transitions to 75 mph. Otherwise, three to six percent of general purpose lane traffic exceeds 70 mph on other segments.

Table 2: Southbound MoPac Expressway – Number & Percent of Speeds Above 5 mph Thresholds

Southbound Express Lanes										
Location	Counts					% out of Total (total =125)				
	>=60	>=65	>=70	>=75	>=80	>=60	>=65	>=70	>=75	>=80
Enfield to Lake Austin	30	16	10	1	1	24.0%	12.8%	8.0%	0.8%	0.8%
Windsor to Enfield	40	14	4	2	1	32.0%	11.2%	3.2%	1.6%	0.8%
Westover to Windsor	57	26	6	0	0	45.6%	20.8%	4.8%	0.0%	0.0%
35th to Westover	27	9	0	0	0	21.6%	7.2%	0.0%	0.0%	0.0%
45th to 35th	63	32	14	2	0	50.4%	25.6%	11.2%	1.6%	0.0%
RM 2222 to 45th	43	11	3	0	0	34.4%	8.8%	2.4%	0.0%	0.0%
Far West to RM 2222	26	7	0	0	0	20.8%	5.6%	0.0%	0.0%	0.0%
Anderson-Spicewood Springs to Far West	34	15	2	0	0	27.2%	12.0%	1.6%	0.0%	0.0%
Steck to Anderson-Spicewood Springs	86	41	13	1	0	68.8%	32.8%	10.4%	0.8%	0.0%
US 183 to Steck	80	31	11	3	0	64.0%	24.8%	8.8%	2.4%	0.0%
Capital of Texas to US 183	25	9	1	0	0	20.0%	7.2%	0.8%	0.0%	0.0%
Braker to Capital of Texas	65	30	11	0	0	52.0%	24.0%	8.8%	0.0%	0.0%
Duval to Braker	46	22	6	2	1	36.8%	17.6%	4.8%	1.6%	0.8%
Parmer to Duval	63	29	10	1	0	50.4%	23.2%	8.0%	0.8%	0.0%

Southbound General Purpose Lanes										
Location	Counts					% out of Total (total =125)				
	>=60	>=65	>=70	>=75	>=80	>=60	>=65	>=70	>=75	>=80
Lake Austin to Barton Springs	44	16	3	0	0	35.2%	12.8%	2.4%	0.0%	0.0%
Enfield to Lake Austin	48	8	1	0	0	38.4%	6.4%	0.8%	0.0%	0.0%
Far West to RM 2222	34	4	0	0	0	27.2%	3.2%	0.0%	0.0%	0.0%
Parmer to Duval	120	103	59	15	1	96.0%	82.4%	47.2%	12.0%	0.8%
Wells Branch to Parmer	114	82	48	9	1	91.2%	65.6%	38.4%	7.2%	0.8%

Figure 3 on the following page shows the speed frequency distribution of the general purpose and express lanes based on all 39 count locations (Eleven general purpose lane sites and twenty-eight express lane sites). Percentages near the bars show cumulative distributions. The general-purpose lanes have an average 15th percentile speed of 53 mph and an 85th percentile of 69 mph. The express lanes have an average 15th percentile speed of 48 mph and an 85th percentile speed of 65 mph. The frequency distributions also show that a larger portion of express lane users travel at all recorded speeds below 60 mph, and a larger portion of general-purpose lane users travel at all recorded speeds of 60 mph and higher.

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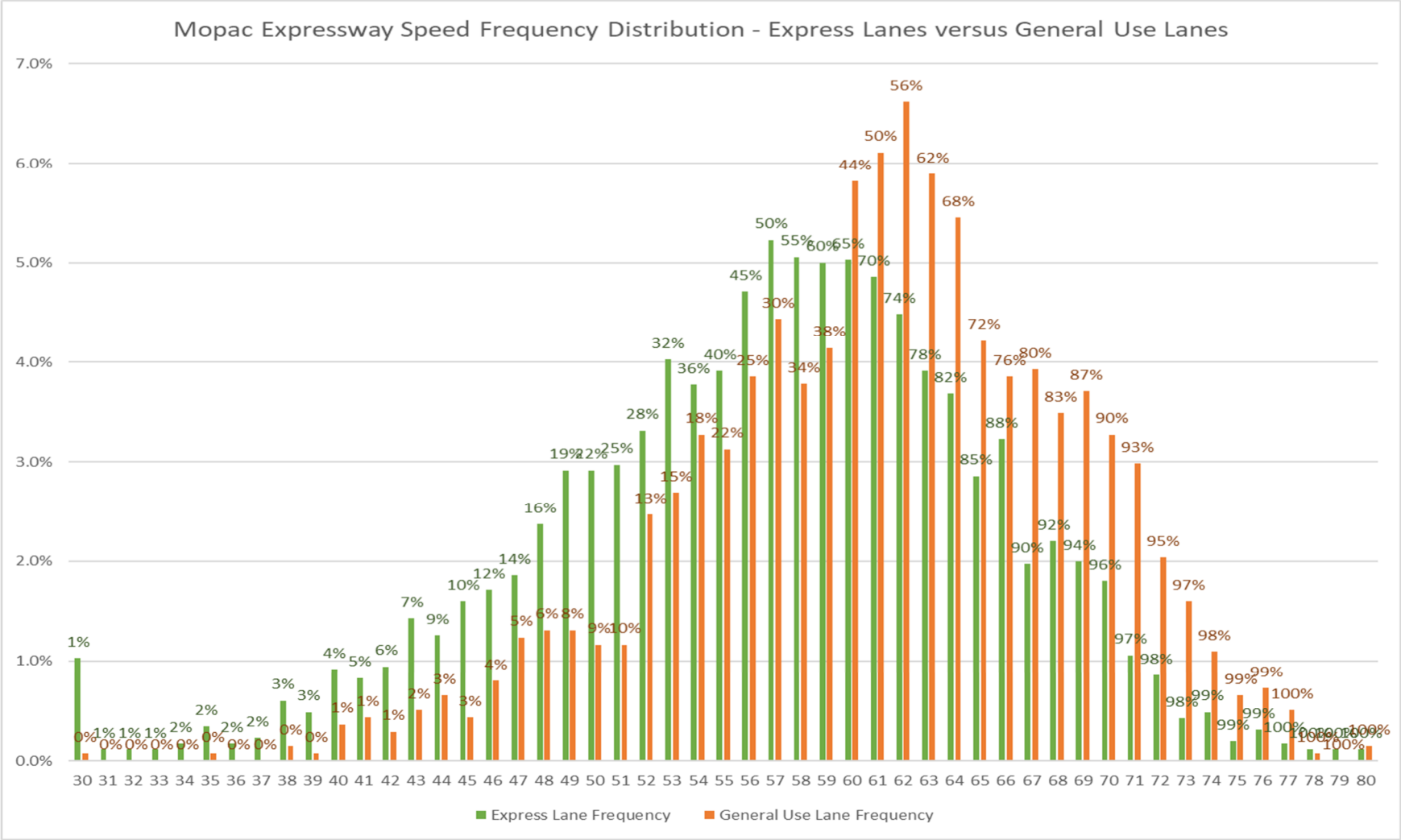
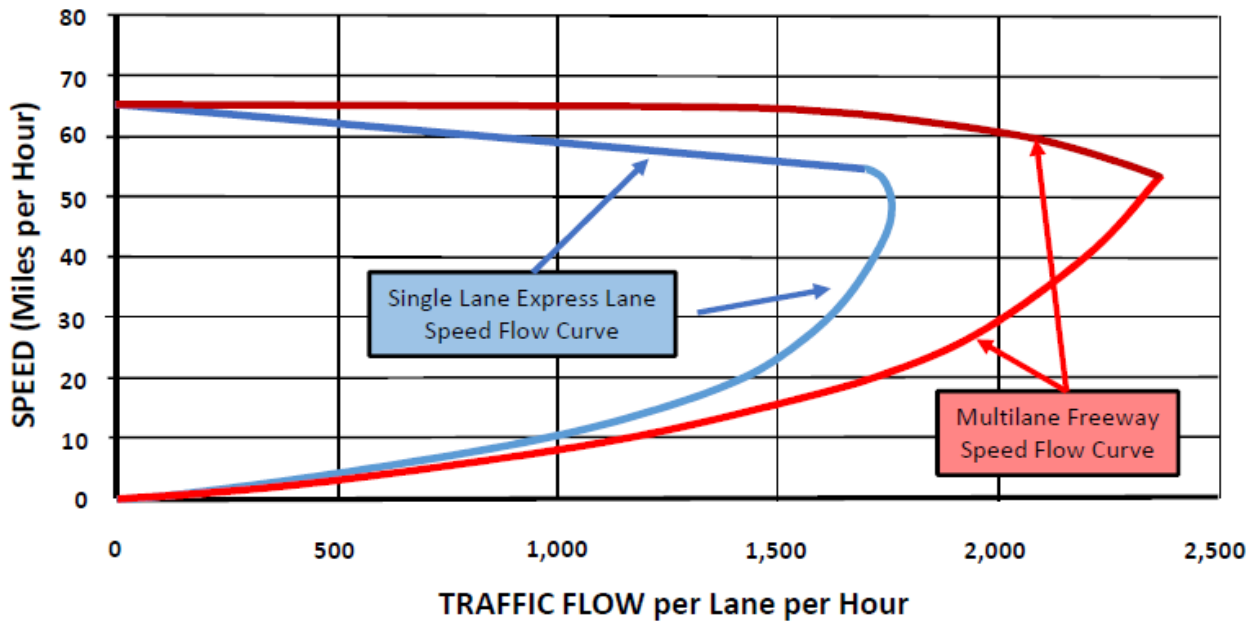
Figure 3: MoPac Expressway – General purpose versus Express Lane Speed Frequency Distribution



Differences between measured speeds between the general-purpose and express lanes follow theoretical relationships from traffic flow theory and highway capacity research. The general-purpose lanes function as a multilane freeway, whereas the single-lane express lanes function like a two-lane highway with no passing zones. Even though the roadway alignment characteristics are virtually the same, a multilane freeway with a free flow speed of 65 mph will operate at 65 mph over a range of traffic flows from zero to 1550 passenger cars per hour per lane (pcphpl), then decline in a curve that reaches 53 mph at a capacity of 2350 pcphpl. A two-lane highway operates at the same 65 mph free flow speed at very low volumes, but will lose speed in a linear fashion with increased traffic flow, reaching 55 mph at a much lower capacity of 1700 pcphpl. The difference between the speed-flow realms of the general-purpose freeway lanes and a single express lane are illustrated below in Figure 4. Thus, the impact of either higher maximum speed limits or higher minimum speeds may have the greatest effect at lower volumes.

Figure 4: Speed versus Traffic Flow Realm of Multilane Freeways versus Single Lane Express Lanes



4. EVALUATION OF SPEED DATA

The TxDOT Speed Limit Guidelines document references research from Michigan DOT ("Comparison of Speed Zoning Procedures and Their Effectiveness", Michigan DOT, September, 1992) indicating that speed data measured by radar units tends to underestimate the 85th percentile speed by approximately 3 miles per hour. The guidelines also note that TxDOT considers it reasonable and prudent to post a speed limit that is within 5 miles per hour of the 85th percentile speed to avoid unnecessary enforcement issues unless there is clear justification for a different speed (normally lower) based on crash experience or other factors.

Also, when evaluating 85th percentile speeds along a corridor, lone speed measurements are generally removed from computed averages for the corridor if they fall outside of 7 miles per hour higher or lower than the overall corridor average. In these cases, the readings from the removed location(s) may be in error or due to a unique situation that may require further evaluation. Legitimate reasons for an outlier speed measure may include vertical grades, sight distance constraints, horizontal curves, and operationally complex roadway configurations that naturally result in lower speed. In the case of MoPac Expressway, lower speed measurements between Lake Austin Boulevard and Bee Cave Road are known to result from freeway weaving turbulence due to the many ramps that merge and diverge in the area.

Figure 5 shows the effect of the 3 mph upward adjustment to the 85th percentile speed along the northbound express lane. The dashed line shows the average 85th percentile speed after the adjustment is made at 68 mph. There are two buffer thresholds above and below this line. The larger buffer of plus or minus 7 mph (61 to 75 mph) evaluates potential outlier speed measurements. One such outlier occurs between Capital of Texas Highway and Braker Lane. However, removal of this data point had no effect on the overall average. The smaller buffer of plus or minus 5 mph (63 to 73 mph) is the potential range of speed limits justified by the average 85th percentile speed. Since speed limits can only be posted in 5 mph increments, the adjusted data justifies speed limits of either 65 or 70 mph.

Figure 6 shows the effect of the 3 mph upward adjustment to the 85th percentile speed along the southbound express lane. The average 85th percentile speed for southbound is 67 mph. The 7 mph buffer thus extends from 60 to 74 mph. For southbound, there are no outlier segments outside the 7 mph buffer, but the same segment from Braker Lane to Capital of Texas Highway is close at 6 mph low, and the ingress-egress segment from Far West Blvd to RM 2222 is also at 6 mph low. The 5 mph buffer extends from 62 to 72 mph, and thus the speed data also justifies either 65 or 70 mph speed limits.

The TxDOT guidelines regarding minimum speed limits state that a minimum speed limit can be posted when there is evidence that slow-moving vehicles are causing operational and/or safety issues on a corridor. Note that there is no similar requirement that minimum speeds be based on some threshold from the radar speed studies. However, like the 85th percentile speed threshold for maximum speed limits, a minimum speed that varies significantly from the 15th percentile speed threshold will affect such a large portion of drivers that compliance may be an issue. If the 15th percentile speed is to be used to designate a minimum speed for the express lanes, a speed of 50 mph would roughly comply with the average of 15th percentile speeds observed. As previously discussed, the lower threshold of the 10 mph pace statistic from Figures 1 and 2 show a low limit that averages 55 mph. There may be justification to consider this speed for a minimum speed limit as well.

Figure 5: Northbound MoPac Expressway – Evaluation of 85th Percentile Speeds

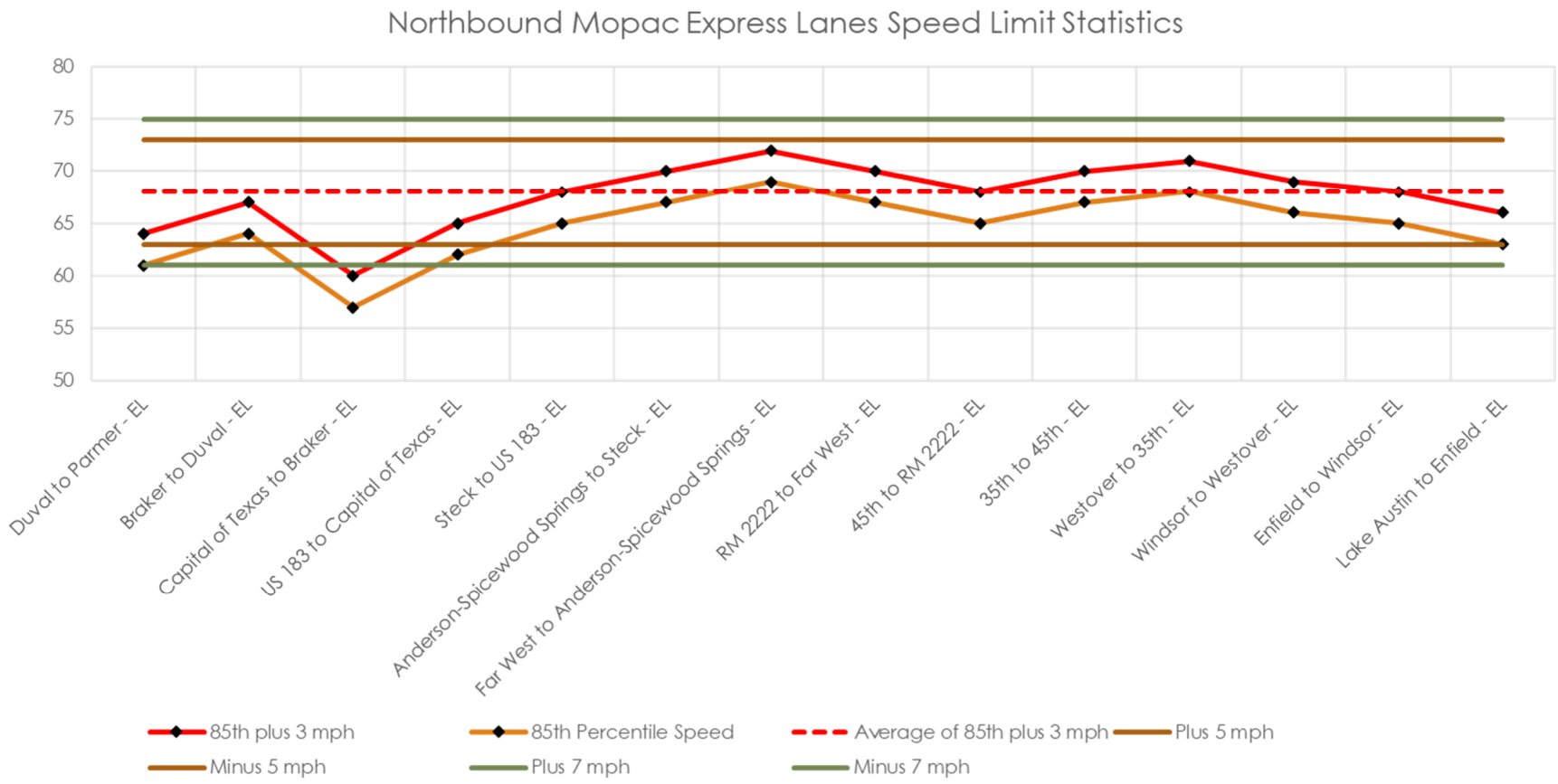
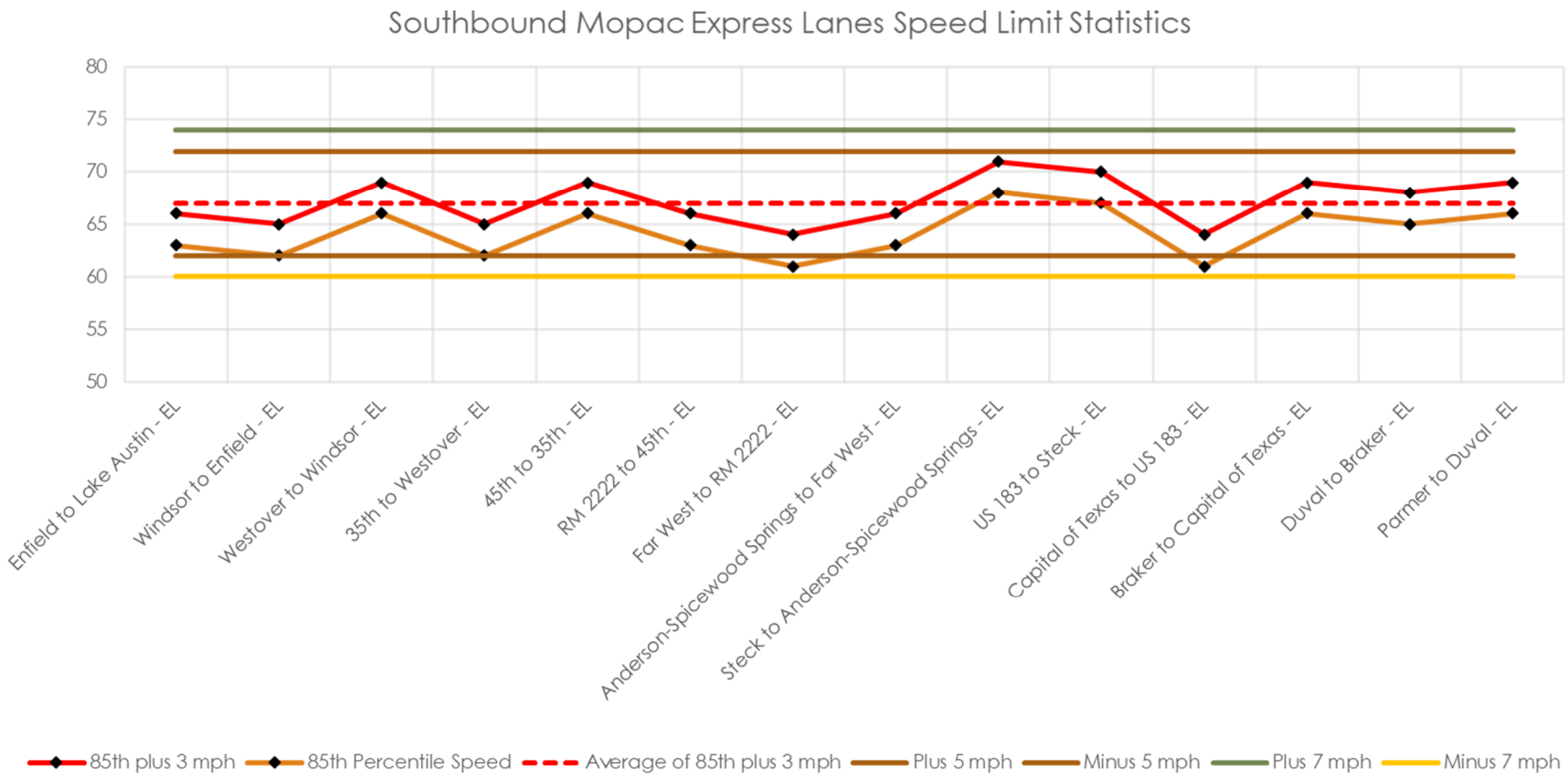


Figure 6: Southbound MoPac Expressway – Evaluation of 85th Percentile Speeds



5. CRASH DATA ANALYSIS

An analysis of crash data from TxDOT's Crash Record Information System (CRIS) was conducted to evaluate the potential interdependencies between crash occurrence and the need to modify speed limits of the MoPac Expressway corridor. The key objectives of the crash analysis were to:

- Compare MoPac Expressway general purpose lane crash experience prior to, during and after construction of the express lanes.
- Devise directional crash rates for short segments of MoPac Expressway to relate the crash patterns with the location of geometric and operational features for before, during and after construction conditions.
- Evaluate the portion of crashes related to speed and key contributing factors involved.

5.1 Data Collection

The crash data evaluation was complicated by the lack of consistent crash history due to express lane construction. Historical crash data was obtained from CRIS from January 1, 2010 to August 13, 2018 for the MoPac Expressway (State Loop 1) to capture crash patterns of pre-construction, construction, and post-opening of the express lanes using the following range of dates:

- Pre-construction (January 1, 2010 - December 31, 2013)
- Construction (January 1, 2014 – October 31, 2017)
- Operations (November 1, 2017 – August 13, 2018)

Crash data was extracted from both the open source and the standard interface of CRIS. This was necessary to obtain attributes required to process and quality control check the data. Overall, 6,645 crashes were verified for the MoPac Expressway corridor over the 7-year, 7.5-month period. This amounts to approximately 871 crashes per year.

5.2 Crash Data Analysis Methodology

Like most agencies, TxDOT defines average crash rates for corridor segments in units of annual number of crashes per 100 million vehicle miles traveled (Crashes/100 MVMT). For roadway segments, the mathematical equation for crash rates is shown below:

$$\boldsymbol{Average\ Crash\ Rate\ (ACR)} = \frac{\boldsymbol{Number\ of\ Crashes\ per\ year}}{(\boldsymbol{AADT} * \mathbf{365} * \boldsymbol{Segment\ length(miles)}} * \mathbf{100,000,000}$$

Since this study seeks to relate crash experience to geometric features along the corridor, a crash rate segment length of 0.1 miles (528 feet) was used and crash rates were calculated for each direction of travel using the "Vehicle Travel Direction" attribute. The relevant crashes were further filtered to only include crashes that occurred on main lanes and entrance/exit ramps. The crash rates were also calculated separately for the three periods to distinguish the crash patterns before, during and after construction of the express lanes. These detailed results are discussed in the next chapter.

5.3 Crash Analysis Results

The overall summary of crash experience revealed that among the 6,645 crashes over seven years and seven and one half months, 848 crashes involved speeding as one contributing factor (around 12%). This summary information is not normalized for counts and segment length, and it cannot provide local evidence for presence of speed-related hotspots. To introduce local spatial context, the crash rates were calculated by dividing the study corridor into 0.1-mile segments, and calculating crash rates for each segment using number of crashes and traffic count data available from the CRIS database.

Table 3 summarizes the number of speed related crashes by both the contributing factor to the crash, and by the combination of contributing factors if several were involved. A total of 617 of the 848 speed-related crashes are included from the nearly eight-year period to cover the top 12 ranked causal factors. As shown by totals and percentages on the right side of the table, "Failure to control speed" was cited as the sole factor in 46 percent of crashes, putting this contributing factor in the rank of first with three times the number of crashes as the number two ranking causal factor combination. When viewing the number and portion of crashes by individual factor (lower left of the table), "Failure to control speed" was cited as a contributing factor to 82 percent of all crashes. "Driver inattention" contributed to 28 percent of the crashes, while "Unsafe speed" and "Followed too closely" contributed to 18 and 16 percent of crashes, respectively.

Per the 839 speed-related crash records obtained from a CRIS query of top speed related crash factors, a total of 486 crashes occurred along the MoPac Expressway study corridor during the four-year pre-construction period, resulting in an average of 121.5 speed-related crashes per year. During the construction of the express lanes, 272 speed-related crashes occurred over a two-year and ten-month period resulting in an average of 96.1 crashes per year, or a 21 percent reduction. It is not clear whether this reduction was due to changes in driver attention during the construction process, or simply due to the difficulty in processing crash information at the crash site when shoulders are closed for construction. The post-construction data only extends for nine and one half months. A total of 81 speed-related crashes occurred, resulting in an average of 103.2 crashes per year, or a 15 percent reduction relative to pre-construction conditions. Again, it is not clear what factors contributed to the change in the number of recorded speed-related crashes.

5.4 Basis of Crash Rate Comparison

TxDOT provides annual updates to a table of statewide average crash rates that are commonly used to conduct planning and policy-level assessments of crash rates on the state highway system. The rates are provided in units of crashes per 100 million vehicle miles traveled are provided in two tables that contrast the following factors:

- Urban versus Rural
- Route Designation (Interstate, US Highway, State Highway and Farm-to-Market)
- Cross Section (Two Lane or Four-or-more Lane Undivided, Four-or-more Lane Divided)

Table 3: Summary of Factors Contributing to Speed-Related Crashes on MoPac Expressway

Factors Contributing to Crashes										
Failure to Control Speed	Unsafe Speed	Driver Inattention	Followed Too Closely	Faulty Evasive Action	Under Influence - Alcohol	Changed Lanes when Unsafe	Other	Rank	Number of Crashes by Contributing Factor Combination	Percent of All Speed-related Crashes
O								1	281	46%
O		O						2	94	15%
	O							3	66	11%
O			O					4	43	7%
O		O	O					5	41	7%
	O	O						6	23	4%
O				O				7	16	3%
	O	O	O					8	12	2%
O					O			9	11	2%
O							O	10	10	2%
O						O		11	10	2%
	O			O				12	10	2%
Number and Percent of Crashes by Individual Contributing Factor									Total Number of Unique Crashes in Eight Year Sample	
506	111	170	96	26	11	10	10		617	100%
82%	18%	28%	16%	4%	2%	2%	2%		100%	

In the TxDOT route designation hierarchy, Loop 1 is classified as a state highway. The latest (2017) TxDOT State-level average crash rates for an urban state highway is 277.20[6]. The average crash rate for a four-or-more lane divided urban roadway is 187.46. Crash evaluations are generally conducted by rating the actual roadway crash rates to multiples of the statewide rate. The more common range used includes thresholds such as 1.0, 1.5 and 2.0 times the statewide average. Table 4 summarizes these rates.

[6] TxDOT (2017), Statewide traffic crash rates, http://ftp.dot.state.tx.us/pub/txdot-info/trf/crash_statistics/2017/02.pdf

Table 4: 2017 TxDOT Statewide Crash Rate Thresholds for MoPac Expressway

Crash Rate Attributes	Average Crash Rate	1.5 times Average Rate	2.0 times Average Rate
Urban State Highway	277.20	415.80	554.40
Urban Four-or-more Lane Divided Highway	187.46	281.19	374.92

These statewide average crash rates are presented as a basis of comparison for evaluating crash rates presented on the MoPac Expressway corridor condition diagram (strip map) discussed in the next section of this document. It is suggested that the crash rates for Urban Four-or-more Lane Divided Highway be used for the evaluation since statewide crash rates for Urban State Highways can include a wide variety of urban streets that are less representative of urban freeways.

6. CORRIDOR CONDITION DIAGRAM (STRIP MAP)

A corridor condition diagram – referred to as a "strip map" in the TxDOT Speed Limit Study Guidelines - was developed to integrate data from different sources onto a schematic representation of the MoPac Expressway corridor that extends from north of Scofield Ridge Parkway to south of Bee Cave Road. Due to the length of the diagram, the graphic is provided separately at the end of this document as a large-scale plot. The diagram contains the following features:

- Functional Design Diagram – this is a scaled stick diagram of the corridor that locates ramp junctions and intersections on a scale to the nearest 100 feet and shows the number of lanes on mainline and ramp segments.
- Radar Speed Frequency Distribution and Speed Statistics – these graphs illustrate the pattern of measured speeds at 39 locations in which radar speed data was collected. The graphs also contain scaled icons illustrating the speed summary statistics including the 10 mile-per-hour pace range, the 85th percentile speed, and the 15th percentile speed. The graphs are color coded black for general purpose lane sites and green for express lane sites. Inside the functional design diagram, the 85th and 15th percentile speeds of each speed data collection site are also shown in large text for reference in black for general purpose lane segments and green for express lane segments.
- Express Lane Cross Section Feature Diagram – this is a scaled graphic identifying the location of express lane ingress and egress locations, and location where there is a change in express lane width, left shoulder width or express lane separation buffer width. This facilitates relating speed or crash rate data to express lane cross section constraints. The feature diagrams are provided above the functional design diagram for northbound lanes and below the diagram for southbound lanes. The feature diagram of the southbound lanes also includes the location of crossroad bridges and locations in which the mainline freeway alignment switches from a straight segment to a curve

segment and visa-versa. “SC” indicates a transition from straight to curved alignment, and “CS” indicates the opposite.

- TxDOT Annual Average Crash Rates – Copies of the 2017 TxDOT annual average crash rates are above the far-left end of the functional design diagram. Other legends are located above or below the far-left end of the functional design diagram.
- Annual Crash Rates by Era – Annual crash rates in crashes per 100 MVMT are depicted above the functional design diagram for northbound, and below for southbound for 0.1 segments of MoPac Expressway. The crash rates are presented separately for the pre, during and post construction era for comparison purposes. The crash rates have been color shade coded such that green represents the lowest rates, and higher rates transition from yellow to orange to red. Blank white entries indicate that no crashes were recorded in the subject tenth-of-a-mile segment during the given era. For reference, crash rates of 187, 281 and 375 crashes per 100 MVMT represent the three threshold rates for 1.0, 1.5 and 2.0 times the statewide average for a four-or-more lane divided urban highway. The crash rates were aggregated at 0.10 mile (528 foot) intervals. Thus, the crash rate tables were scaled to the functional design diagram, which is otherwise scaled to units of 500 feet, so that the roadway geometry and speed data can be related to the crash rates. The crash rate tables also show whether rates in specific locations have changed relative to the three construction eras.

7. SUMMARY OF SPEED STUDY FINDINGS

- Radar speed data collected for this study justifies express lane speed limits of 65 or 70 mph.
- Though there are no guidelines for selection of a minimum speed limit, the 15th percentile speeds suggest a 50-mph minimum speed on express lane, while the lower limit of the 10 mph pace statistic suggests a 55-mph minimum speed on the express lane.
- Though crash history information is presented for the MoPac Expressway, the lack of history after express lane opening and the lack of data specificity regarding the location of the crashes (general purpose lanes versus express lanes) make it difficult to draw conclusions regarding crash effects. Overall, crash rates simply indicate that crashes are more prevalent near ramp junctions and within freeway weaving areas.

8. RECOMMENDED NEXT STEP

- Express lane incident data collected by the RMA should be used for future evaluation of speed management issues in the corridor. This data is collected by the RMA’s incident management team, and includes crash attributes that are more detailed than that of TxDOT’s CRIS (Crash Record Information System) data.

MOPAC EXPRESSWAY CORRIDOR CONDITION DIAGRAM

ROADWAY CONFIGURATION, RADAR SPEED STUDY RESULTS, ANNUAL CRASHES PER 100 MVMT BY CONSTRUCTION ERA

CRASH RATE PER 100 MVMT — Northbound

Northbound	3.0	3.1	3.2	3.3	3.4	3.5	3.6	3.7	3.8	3.9	4.0	4.1	4.2	4.3	4.4	4.5	4.6	4.7	4.8	4.9
Pre-Construction (2010-2013)	35	35	301	18	53	18		44	14	113	85	42	53	10	30	30	20	80	20	20
Construction (2014-2017)		35	88	18	18	53		44	14	99	71	56	71	20	30	30	50	40		60
Post-Construction (2017+)					53	53	53	42	85	127	42	42			30		60	30		30

Northbound	5.0	5.1	5.2	5.3	5.4	5.5	5.6	5.7	5.8	5.9	6.0	6.1	6.2	6.3	6.4	6.5	6.6	6.7	6.8	6.9
Pre-Construction (2010-2013)	30	190	108	78	20	29	78	10	10	10	59	20	10	20	49	228	46	35	46	46
Construction (2014-2017)	50	190	147	108	39	10	68	10	39	20	20	20	10	29	39	80	23	23	23	162
Post-Construction (2017+)	90	240	89		29		29				29		29	29	29	59	35			35

Northbound	7.0	7.1	7.2	7.3	7.4	7.5	7.6	7.7	7.8	7.9	8.0	8.1	8.2	8.3	8.4	8.5	8.6	8.7	8.8	8.9
Pre-Construction (2010-2013)	35	12	35		23	23	46	58	23	35	23	22	15	30	22	178	30	30	30	30
Construction (2014-2017)		23	23		35	35	12	139	69	115		15	37	30	44	133	155	44	22	30
Post-Construction (2017+)			35		35		35	139	35					44	44	44	89	67	22	22

Northbound	9.0	9.1	9.2	9.3	9.4	9.5	9.6	9.7	9.8	9.9	10.0	10.1	10.2	10.3	10.4	10.5	10.6	10.7	10.8	10.9
Pre-Construction (2010-2013)	81		37	22	15	30	30	96	60	23	46		38	23	8	61	8	61	122	99
Construction (2014-2017)	44	30	37	22		52	15	59	75	38	30	15	84	23			61	38	69	91
Post-Construction (2017+)	89					22		22	91	23	114	23	23	46	23	69	23	23	137	114

Northbound	11.0	11.1	11.2	11.3	11.4	11.5	11.6	11.7	11.8	11.9	12.0	12.1	12.2	12.3	12.4	12.5	12.6	12.7	12.8	12.9
Pre-Construction (2010-2013)	14	43	14	21	36	7	21	21	43	86	36	93	43	7		43	14	43	107	57
Construction (2014-2017)	50	72	14	43	14		7		36	21		7			7	7	7		21	14
Post-Construction (2017+)									21			21								

Northbound	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9	14.0	14.1	14.2	14.3	14.4	14.5	14.6	14.7	14.8	14.9
Pre-Construction (2010-2013)	23	31	8	38	62	38	31	23	46	215	23	31	31	23	154	100	46	46	62	69
Construction (2014-2017)	15	23	23	46	38	23	8	46	31	108	38	23	54	31	177	69	54	46	46	39
Post-Construction (2017+)		23		23	46		23	23		23	23		69		23			69		46

Northbound	15.0	15.1	15.2	15.3	15.4	15.5	15.6	15.7	15.8	15.9	16.0	16.1	16.2	16.3	16.4	16.5	16.6	16.7	16.8	16.9
Pre-Construction (2010-2013)	46	139	92	46	120	17	34	34	26	34	51	26	77	69	33	69	8	54	46	8
Construction (2014-2017)	46	69	62	54	86		51	26	17	77	26	17	111	26		15	8	38	46	
Post-Construction (2017+)					103	26			51	51			103					23		

Miles (DFO reference) 2.69 2.79 2.88 2.98 3.07 3.17 3.26 3.36 3.45 3.55 3.64 3.74 3.83 3.92 4.02 4.11 4.21 4.30 4.40 4.49 4.59 4.68 4.78 4.87 4.97 5.06 5.16 5.25 5.35 5.44 5.53 5.63 5.72 5.82 5.91 6.01 6.10 6.20 6.29 6.39 6.48 6.58 6.67 6.77 6.86 6.96 7.05 7.14 7.24 7.33 7.43 7.52 7.62 7.71 7.81 7.90 8.00 8.09 8.19 8.28 8.38 8.47 8.56 8.66 8.75 8.85 8.94 9.04 9.13 9.23 9.32 9.42 9.51 9.61 9.70 9.80 9.89 9.99 10.08 10.17 10.27 10.36 10.46 10.55 10.65 10.74 10.84 10.93 11.03 11.12 11.22 11.31 11.41 11.50 11.60 11.69 11.78 11.88 11.97 12.07 12.16 12.26 12.35 12.45 12.54 12.64 12.73 12.83 12.92 13.02 13.11 13.21 13.30 13.39 13.49 13.58 13.68 13.77 13.87 13.96 14.06 14.15 14.25 14.34 14.44 14.53 14.63 14.72 14.81 14.91 15.00 15.10 15.19 15.29 15.38 15.48 15.57 15.67 15.76 15.86 15.95 16.05 16.14 16.24 16.33 16.42 16.52 16.61 16.71 16.80 16.90 16.99 17.09

Texas Department of Transportation — STATEWIDE TRAFFIC CRASH RATES 2017

Highway System	Traffic Crashes per 100 million vehicle miles: Rural	Urban
Interstate	61.92	166.15
US Highway	73.24	204.54
State Highway	95.17	277.20
Farm-to-Market	131.37	295.61

Road Type	Traffic Crashes per 100 million vehicle miles: Rural	Urban
2 lane, 2 way	103.78	260.78
4 or more lanes, divided	64.77	187.46
4 or more lanes, undivided	110.33	366.97

MOPAC EXPRESSWAY ROADWAY CONFIGURATION AND SPEED STUDY RESULTS

CRASH RATE PER 100 MVMT — Southbound

Southbound	3.0	3.1	3.2	3.3	3.4	3.5	3.6	3.7	3.8	3.9	4.0	4.1	4.2	4.3	4.4	4.5	4.6	4.7	4.8	4.9
Pre-Construction (2010-2013)	53	71	159	71	142	35	18	42	99	127	56		37		60	10		90	30	30
Construction (2014-2017)			88	18	88	35			71	197	14	14			20	10	20		30	40
Post-Construction (2017+)	53				53					127	169	42								

Southbound	5.0	5.1	5.2	5.3	5.4	5.5	5.6	5.7	5.8	5.9	6.0	6.1	6.2	6.3	6.4	6.5	6.6	6.7	6.8	6.9
Pre-Construction (2010-2013)	20	160	30	39			20	10		10	39	10	10	29	10	157		12	23	58
Construction (2014-2017)	20	80	39	20			10	10		29	20	20	20	20	39	101	35	46	23	196
Post-Construction (2017+)	30	180	29	29								29	29		117	63				

Southbound	7.0	7.1	7.2	7.3	7.4	7.5	7.6	7.7	7.8	7.9	8.0	8.1	8.2	8.3	8.4	8.5	8.6	8.7	8.8	8.9
Pre-Construction (2010-2013)	12	12	46	12	23	23		58	46	35	20	37	59	52	37	185	44	15	52	37
Construction (2014-2017)	23		35	12	69	58	104	104	35	46	58	15	59	44	59	44	30	37	15	15
Post-Construction (2017+)	35		35		69	35	35	173	35	104	69		22		44	67	44		44	111

Southbound	9.0	9.1	9.2	9.3	9.4	9.5	9.6	9.7	9.8	9.9	10.0	10.1	10.2	10.3	10.4	10.5	10.6	10.7	10.8	10.9
Pre-Construction (2010-2013)	126	44	52	30		52	30	170	82	8	46	15	38	53	8	30	76	23	107	69
Construction (2014-2017)	81	22	30	22	44	59	30	67	52	30	46		30	38		23	91	99	99	61
Post-Construction (2017+)	67	22	67	44	22	67	22	22	68		91	23		69	69	23	183	160	206	69

Southbound	11.0	11.1	11.2	11.3	11.4	11.5	11.6	11.7	11.8	11.9	12.0	12.1	12.2	12.3	12.4	12.5	12.6	12.7	12.8	12.9
Pre-Construction (2010-2013)	36	43	72	29	43	14	93	36	93	129	50	29	14		43	57	72	165	72	29
Construction (2014-2017)	21	57	21	36	7	7	72	29	21	57	21	7		7	29		7	36	21	14
Post-Construction (2017+)	64	21	21			21				21	21		21					43	21	21

Southbound	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9	14.0	14.1	14.2	14.3	14.4	14.5	14.6	14.7	14.8	14.9
Pre-Construction (2010-2013)	8	23	62	46	69	8	8	23	31	208	115	8	54	15	123	31	23	77	39	23
Construction (2014-2017)	15	23	77	62	85	46	15	46	15	138	38	23	46	23	62	39	46	54		31
Post-Construction (2017+)		23	92	69	23	46		92	46	185	115	69		23	46	92				46

Southbound	15.0	15.1	15.2	15.3	15.4	15.5	15.6	15.7	15.8	15.9	16.0	16.1	16.2	16.3	16.4	16.5	16.6	16.7	16.8	16.9
Pre-Construction (2010-2013)	23	62	100	62	94	26	34	43	77	103	43	60	86	17	34	15	23	62	54	8
Construction (2014-2017)	8	46	54	24	60	60	43	51	26	103	17	34	94	26	26	8		46	15	
Post-Construction (2017+)		46	23						26	51	51	26	154			23	23	23		

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #14

Approve Change Order No. 3 to the System-wide Performance Based Maintenance Contract with Roy Jorgenson Associates, Inc. to provide additional mowing at intersections on the MoPac Improvement Project.

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Justin Word, P.E., Director of Engineering
Associated Costs:	CO#3: $225,859.06
Funding Source:	Operations Budget
Action Requested:	Consider and act on draft resolution

Project Description – The System-wide Performance Based Maintenance Contract (PBMC) includes routine maintenance of all assets within the ROW limits for 290 Toll Phases I & II (from US 183 to Parmer), 183A Toll Phases I & II (from northwest Austin through Cedar Park and Leander), SH71 Toll (from near Presidential Boulevard at ABIA to the east near SH 130), MoPac Express (from Cesar Chavez Street to Parmer Lane) and SH45SW (from MoPac to FM 1626).

Previous Actions/Brief History of the Project/Program –The Central Texas Regional Mobility Authority approved award of the PBMC on September 30, 2015 via Resolution No. 15-057. The contract was executed on December 21, 2015. The contract includes an initial 5-year term, with two optional 1-year extensions.

Landscape mowing at intersections along the Mopac Improvement Project is desired to enhance the level of aesthetics along the corridor to provide a pleasant experience for the driver using the newly constructed managed lanes.

Action requested/Staff Recommendation - Staff recommends execution a change order to add landscape mowing at intersections along the MIP corridor to the System-wide

Performance Based Maintenance Contract (PBMC) currently contracted with Roy Jorgensen Associates, Inc. an amount not to exceed $225,859.06.

Financing – Operations Budget

Backup Provided: Draft Resolution
Draft Agreement

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

RESOLUTION NO. 19-0XX

APPROVE CHANGE ORDER NO. 3 TO THE SYSTEM-WIDE PERFORMANCE BASED MAINTENANCE CONTRACT WITH ROY JORGENSON ASSOCIATES, INC. FOR ADDITIONAL MOWING AT INTERSECTIONS ON THE MOPAC IMPROVEMENT PROJECT

WHEREAS, by Resolution No. 15-057 dated September 30, 2015, the Board awarded a System-wide Performance Based Maintenance Contract to Roy Jorgenson Associates, Inc. for the performance of routine maintenance on Mobility Authority facilities (the "Maintenance Contract"); and

WHEREAS, the Mobility Authority desires additional mowing at intersections along the MoPac Improvement Project to enhance the level of aesthetics and provide a pleasant experience for drivers using the MoPac Express Lanes; and

WHEREAS, the Executive Director and Roy Jorgenson Associates, Inc. have negotiated proposed Change Order No. 3 to the Maintenance Contract to provide additional mowing at intersections along the MoPac Improvement Project, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends that the Board approve proposed Change Order No. 3 in an amount not to exceed $225,859.06.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves Change Order No. 3 to the System-wide Performance Based Maintenance Contract with Roy Jorgenson Associates, Inc. and authorizes the Executive Director to finalize and execute Change Order No. 3 on behalf of the Mobility Authority in an amount not to exceed $$225,859.06 and in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:	Approved:
_____	_____
Geoffrey Petrov, General Counsel	Nikelle Meade Vice Chair, Board of Directors

Exhibit A

CHANGE ORDER #03
System-wide Performance Based Maintenance Contract (PBMC) - 15PROGXXX01M

Amount: $225,859.06

Description:

MoPac Improvement Project - Landscape Mowing at Intersections

An additional pay item has been added for landscape mowing at intersections along the MoPac Improvement Project as described in the attached Change Order #3 Scope document.

Change Order Contents:

1. Change Order Forms
2. Bid item cost breakdown from RJA
3. Change Order #3 Scope
4. Vol IV Maps – MoPac (Revised)

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
CHANGE ORDER NUMBER: 3

CCSJ:	*N/A*
Project:	*CTRMA System-wide Performance Based Maintenance Contract*
Highway:	*MoPac Improvement Project (Loop 1)*
County:	*Travis*
District:	*Austin*
Contract No.	*15PROGXXX01M*

1. CONTRACTOR: **Roy Jorgensen Associates, Inc.**

2. Change Order Work Limits: MoPac Improvement Project (Loop 1) Corridor

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: **3F - Addition of Landscape Mowing at Intersections Along MoPac Corridor**

5. Describe the work being revised:

The scope of this change order includes revising the maintenace maps and updating costs for the maintenance of additional landscape mowing at intersections along the MoPac corridor to be performed in accordance with the Contract Documents.

6. Work to be performed in accordance with Items:
7. New or revised plan sheet(s) are attached and numbered: **Vol IV Maps - MoPac**
8. New general notes to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item No. ____ and Special Specification Item ____ are attached. **N/A**

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

This Change Order Proposal includes all known and anticipated direct, indirect and consequential impacts or amounts which may be incurred as a result of the event, occurrence or matter giving rise to this change, and Maintenance Contractor has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented. If the Change Order Proposal includes claims of Sucontractors or Suppliers, the Maintenance Contractor has reviewed such claims and has determined in good faith that the claims are justified as to both entitlement and amount.

THE CONTRACTOR Date

By

Typed/Printed Name Abraham A. Henningsgaard

Typed/Printed Title VICE PRESIDENT

The following information must be provided

Amount added by this change order:	$	**225,859.06**

For CTRMA use only:

Original Contract Amount	$	**20,876,495.00**
Revised Contract Amount To Date	$	**21,384,455.27**

RECOMMENDED FOR EXECUTION:

Engineer's Seal:

STATE OF TEXAS
MICHELLE E. STRACENER
106335
LICENSED
PROFESSIONAL ENGINEER

(1) July 11, 2019
GEC Project Manager Date

(2)
CTRMA, Roadway & Facilities Maint Mgr Date

(3)
CTRMA, Director of Engineering Date

(4)
CTRMA, General Counsel Date

(5)
CTRMA, Deputy Executive Director Date

(6)
CTRMA, Executive Director Date

Change Order #: *3* Estimated Cost: **$ 225,859.06**

TABLE A: Force Account Work and Materials Placed into Stock

		LABOR	QTY	HOURLY RATE	TOTAL	EQUIPMENT	DAYS	HOURLY RATE	TOTAL

TABLE B: Contract Amount Changes

				ORIGINAL + PREVIOUSLY REVISED CONTRACT			REVISED / NEW CONTRACT			CONTRACT CHANGE
CHANGE ITEM	REASON CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	OVERRUN / (UNDERRUN)
751RMA 0001CO3	3F	LANDSCAPE MOWING (MOPAC IMPROVEMENT PROJECT) CO#3	CYC	0.00	$ -	$ -	14.00	$ 16,132.79	$ 225,859.06	$ 225,859.06
TOTALS						$ -			$ 225,859.06	$ 225,859.06

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. This change order compensates the contractor for all changes valued at $50,000 or less.

Note: Quantities are rounded to 2 decimal places for formatting. Amounts are accurate to the nearest $0.01

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. CTRMA Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the CTRMA 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the CTRMA 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Change Order No. 3 -- Revised Contract Amount to Date Summary

Original Contract: $ 20,876,495.00

		Amount	Description		Revised Contract Amt to Date:
C.O. #1	$	-	Revised Auditable Section Length & Misc Items	$	20,876,495.00
C.O. #2	$	282,101.21	Table B - Change order consists of unit price adjustment for addition of landscaping along SH71. Table C - Work orders for limited maintenance on SH71 and MoPac have been applied to the approporiate pay items for each corridor. A summary of the revised actuals to-date is included, showing the result of this change.	$	21,158,596.21
C.O. #3	$	225,859.06	Addition of landscape mowing areas at intersections along the MoPac corridor.	$	21,384,455.27

Summary Prepared by: , P.E. 11-Jul-19

Michelle E. Stracener, P.E. Date

COST BREAKDOWN
CO#3
MoPac

LABOR

DESCRIPTION	QUANT.	REG. RATE	REGULAR HOURS	REG. TIME TOTAL COST	O/T RATE	O/T HOURS	O/T TOTAL COST	TOTAL
Supervisor	1	$ 35.00	40	$ 1,400.00	$ 52.50	0	$ -	$ 1,400.00
Tech IV	1	$ 28.00	40	$ 1,120.00	$ 42.00	0	$ -	$ 1,120.00
Tech II	1	$ 17.50	40	$ 700.00	$ 26.25	0	$ -	$ 700.00
Tech II	1	$ 17.50	40	$ 700.00	$ 26.25	0	$ -	$ 700.00
Tech II	1	$ 17.50	40	$ 700.00	$ 26.25	0	$ -	$ 700.00

$ 4,620.00

EQUIPMENT

DESCRIPTION	QUANT.	HOURLY RATE	HOURS	TOTAL COST
F150 Crew Cab 196470	1	$ 16.40	40	$ 656.00
TMA	1	$ 32.70	40	$ 1,308.00
F350 Crew Cab	1	$ 25.40	40	$ 1,016.00
F550 Crew Cab	1	$ 25.54	40	$ 1,021.60
Zero Turn Mower	2	$ 375.00	WK	$ 750.00
Weed Eater	4	$ 186.00	WK	$ 744.00
Blower	2	$ 168.00	WK	$ 336.00
Trailer	1	$ 3.82	40	$ 152.80
Sprayer	0	$ 514.00	MO	$ -

$ 5,984.40

Materials

DESCRIPTION	QUANT	UNIT	PRICE	TOTAL
Miscellaneous(trash bags, weedeater string, oil, ect.)	1	EA	$ 20.00	$ 20.00
Barricades	1	EA	$ 600.00	$ 600.00
Herbicide	1	EA	$ -	$ -

$ 620.00

MOBILIZATION

DESCRIPTION	QUANT	UNIT	PRICE	TOTAL
MOB Cost	0	LS	$ 1,200.00	$ -

$ -

RECAP
CO#3
Mopac

LABOR			
BASE LABOR		$	4,620.00
MARK-UP	25%	$	1,155.00
BURDEN	55%	$	2,541.00
TOTAL LABOR		**$**	**8,316.00**
EQUIPMENT			
COST		$	5,984.40
MARK-UP	15%	$	897.66
TOTAL EQUIPMENT		**$**	**6,882.06**
MATERIALS			
COST		$	620.00
MARK-UP	25%	$	155.00
TOTAL MATERIALS		**$**	**775.00**
MOBILIZTION			
COST		$	-
TOTAL MATERIALS		**$**	**-**
TOTAL COST		**$**	**15,973.06**
BOND	1%	**$**	**159.73**
		$	**16,132.79**

Minimum of one mow cycle per month and begin a cycle within 3 days of notice.

Central Texas Regional Mobility Authority

Contract No. 15PROGXXX01M

Landscape Mowing Areas at Intersections

MoPac Improvement Project (Loop 1)

Various Locations

I. CHANGE ORDER #3

July 11, 2019

TABLE OF CONTENTS

A. Scope of Work **3**
Table 1: Approximate Quantities for Estimating **3**
B. Price Proposal Form **4**
Exhibit A – Change Order #3 MoPac Landscape Mowing Areas **5**

A. SCOPE OF WORK

The purpose of Change Order #3 is to include additional landscape mowing areas at intersections along the MoPac Improvement Project corridor, as shown in the plans. These additional areas shall be maintained in accordance with the performance measures shown in Exhibit 2 - Performance and Measurement Table for 10.2 Landscape Areas. The height of the grass and weeds is to be kept between 4”-8”. Mowing begins before vegetation reaches 8”.

The contractor will be notified three days in advance of the date to begin the mowing cycle. Once work begins, the contractor will work continuously until the mowing cycle is completed. If the contactor fails to perform mowing operations per this change order, Liquidated Damages will be applied at CTRMA’s discretion in accordance with Table 5.2, Failure to Submit Deliverables Liquidated Damages for Failure to Complete Scheduled Work in the amount of $1,000 per day.

The contractor will be required to mow a minimum of one cycle per month.

The updated plan sheets indicate modifications and additions within the blue bubble area, denoted as Change Order #3.

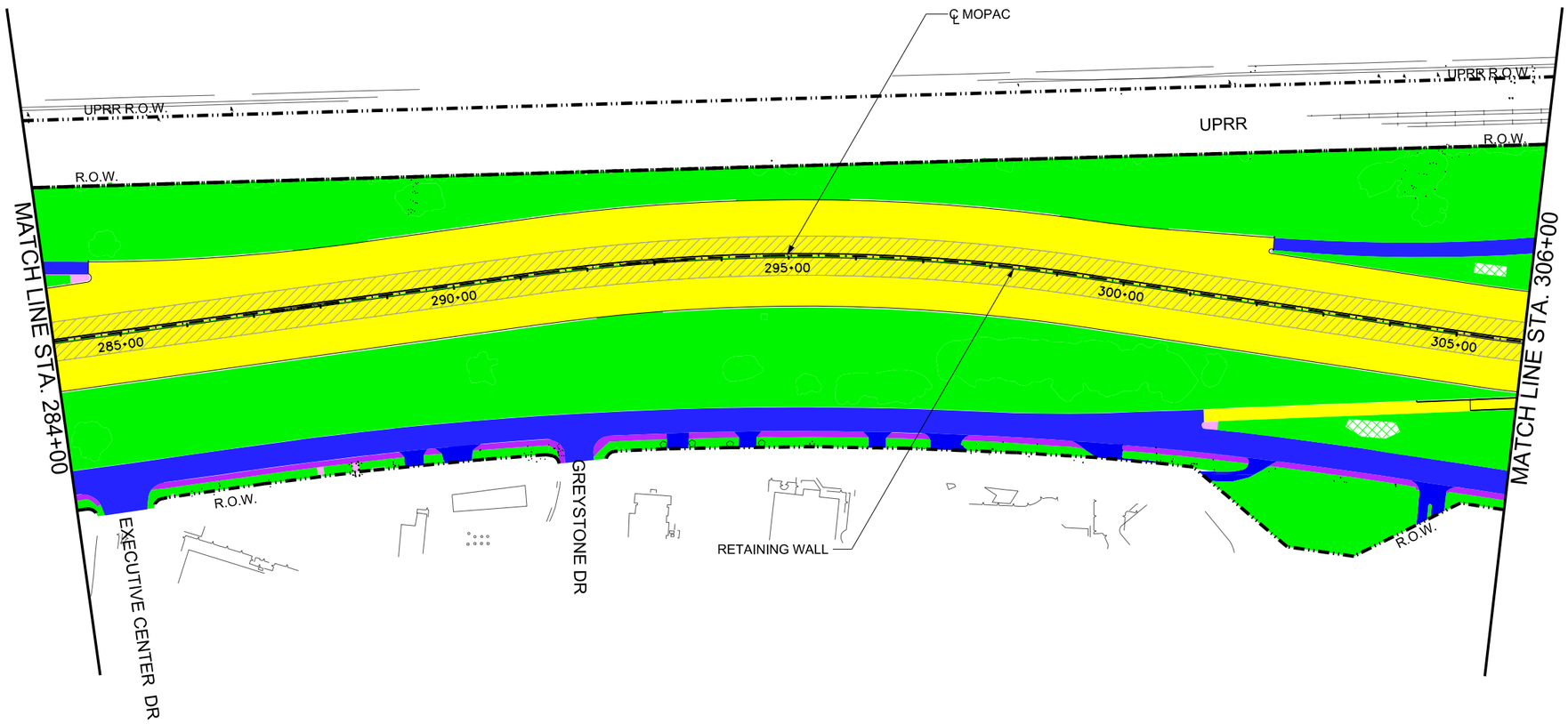
Table 1: Approximate Quantities for Estimating

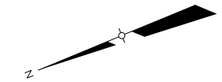
APPROXIMATE QUANTITIES FOR ESTIMATING PURPOSES ONLY			
Description	**Intersection**	**Quantity**	**Unit**
Landscape Mowing	RM 2222	5.40	AC
	W 45th Street	4.68	
	W 35th Street	8.68	
	Westover Road	3.54	
	Windsor Road	5.40	
	Enfield Road	4.01	

B. PRICE PROPOSAL FORM

ITEM CODE	DESCRIPTION AND UNIT PRICING IN WRITING	UNIT OF MEASURE-MENT	APPROX. QUANTITY	UNIT PRICE (IN FIGURES)		AMOUNT (IN FIGURES)	
				DOLLARS	CENTS	DOLLARS	CENTS
751RMA 0001CO3	LANDSCAPE MOWING (MOPAC IMPROVEMENT PROJECT) CO#3 for Sixteen Thousand One Hundred Thirty-two Dollars and Seventy-nine Cents per Month	CYC	14	16,132	79	225,859	06
	TOTAL BID AMOUNT for Two Hundred Twenty-five Thousand Eight Hundred Fifty-nine Dollars and Six Cents					225,859	06

EXHIBIT A – CHANGE ORDER #3 MOPAC LANDSCAPE MOWING AREAS





0 100 200 400

LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CENTRAL TEXAS
Regional Mobility Authority

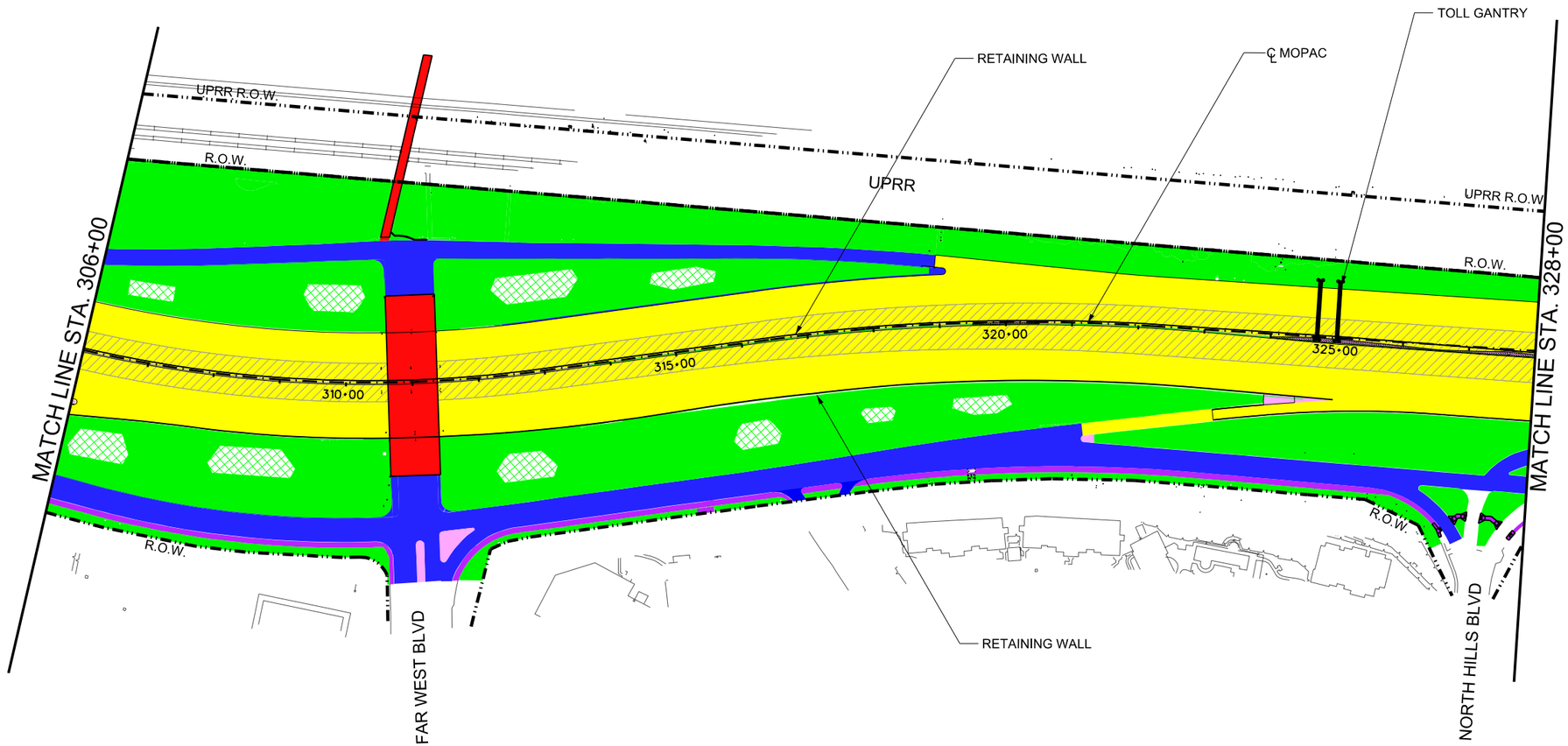
MAINTENANCE MAPS

MOPAC
STA. 284+00 TO STA. 306+00

SHEET 14 OF 29 SHEETS

DESIGNED BY:	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				14
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR

DATE: 11/6/2018
TIME: 3:54:54 PM
FILE: ...\Mopac CO3\MOPAC_PLN14_co3.dgn



0 100 200 400

LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
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- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CENTRAL TEXAS
Regional Mobility Authority

MAINTENANCE MAPS

MOPAC
STA. 306+00 TO STA. 328+00

SHEET 15 OF 29 SHEETS

DESIGNED BY:	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				15
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR

DATE: 11/6/2018
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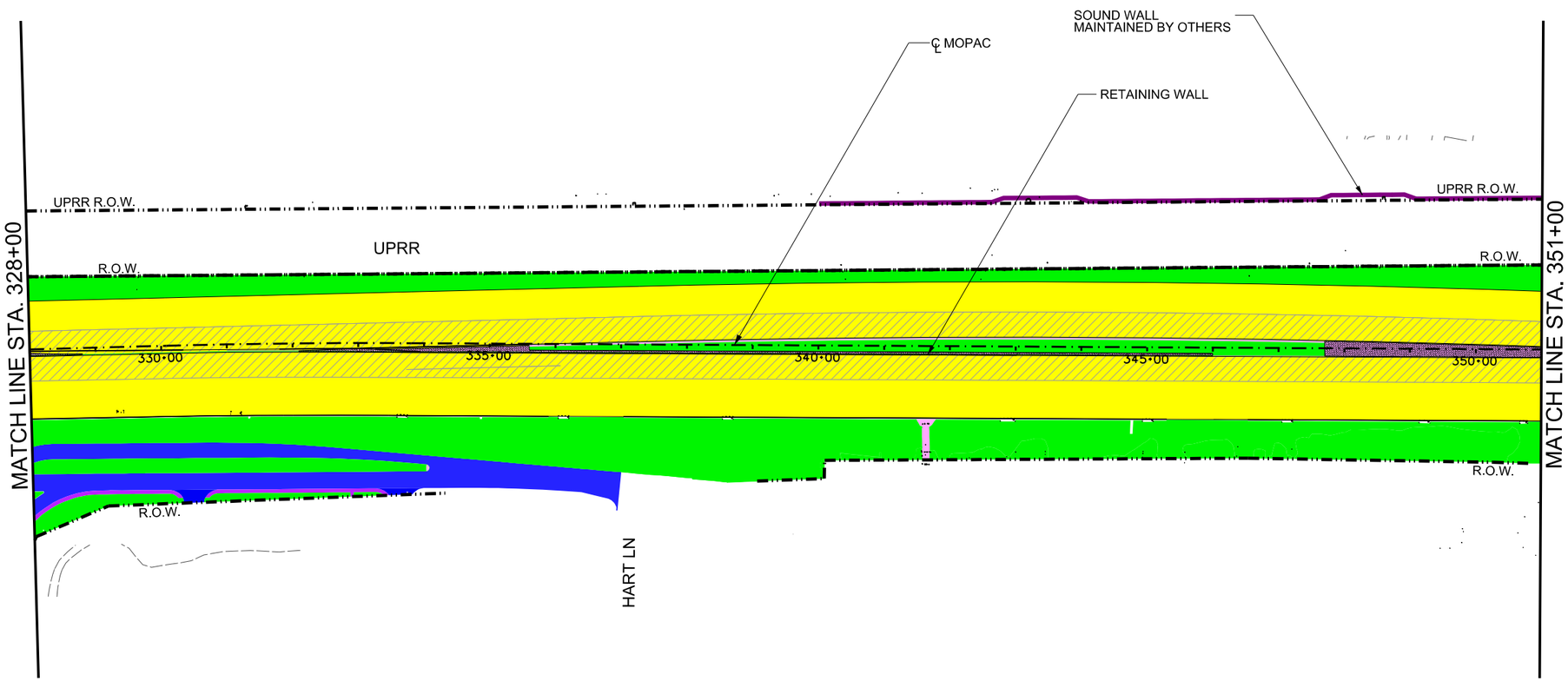

0 100 200 400

LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CENTRAL TEXAS
Regional Mobility Authority

MAINTENANCE MAPS

MOPAC
STA. 328+00 TO STA. 351+00

SHEET 16 OF 29 SHEETS

DESIGNED BY:	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				16
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR

DATE: 11/6/2018
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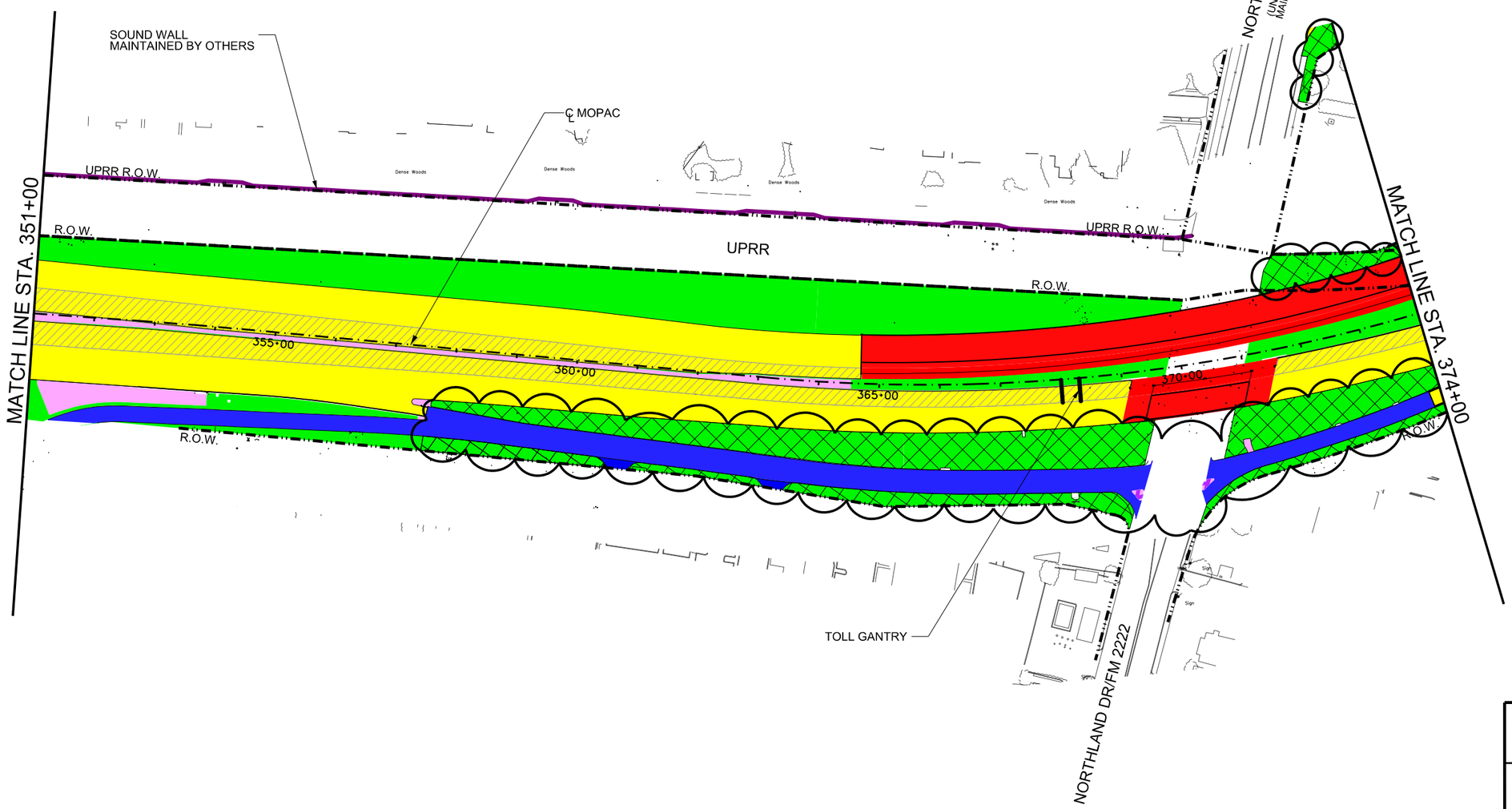

N

0 100 200 400

LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CHANGE ORDER #3

CENTRAL TEXAS
Regional Mobility Authority

MAINTENANCE MAPS

MOPAC
STA. 351+00 TO STA. 374+00

SHEET 17 OF 29 SHEETS

DESIGNED BY:	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.	SHEET NO.
			17

DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR

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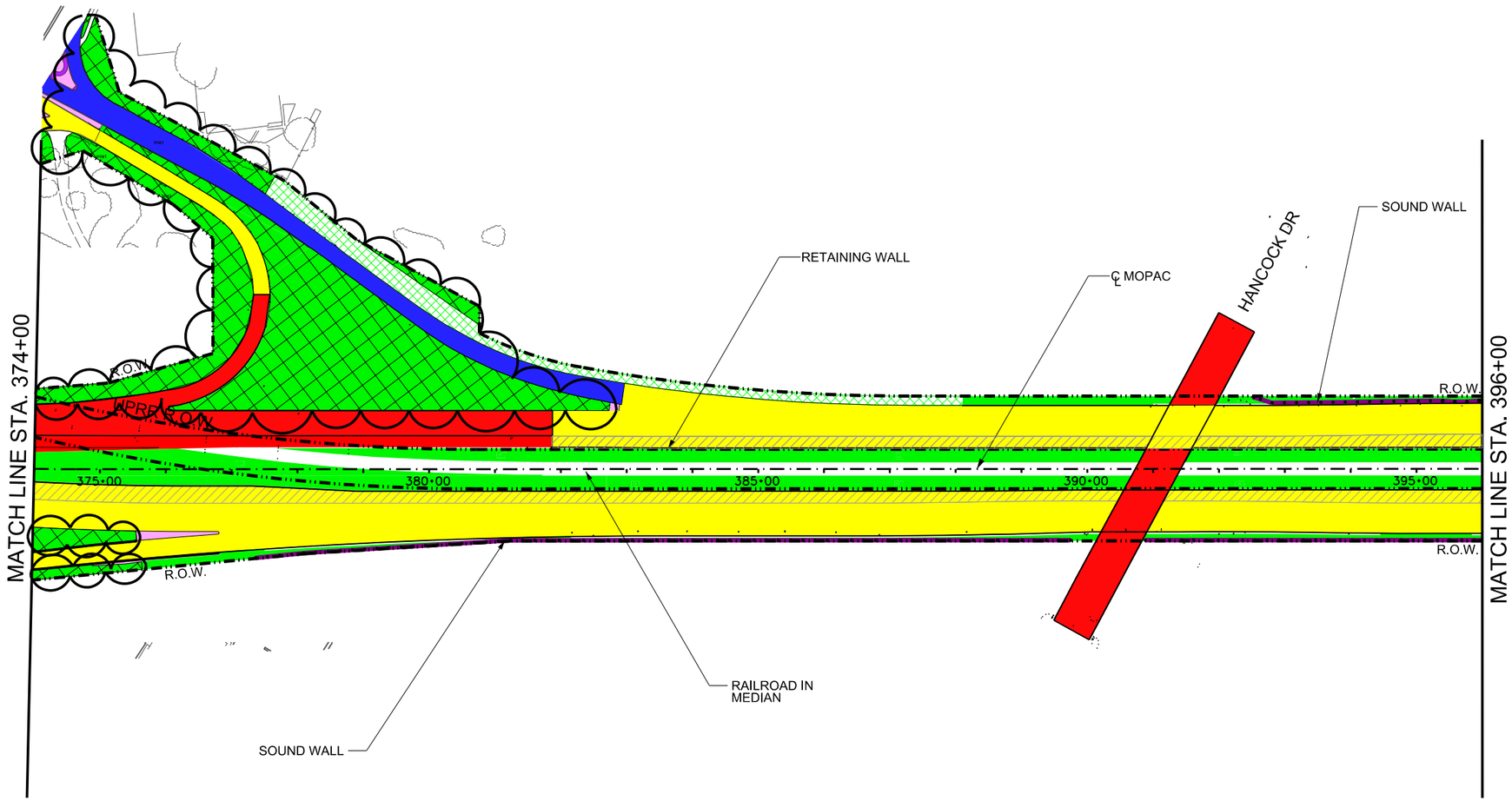

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0 100 200 400

LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CHANGE ORDER #3

CENTRAL TEXAS
Regional Mobility Authority

MAINTENANCE MAPS

MOPAC
STA. 374+00 TO STA. 396+00

SHEET 18 OF 29 SHEETS

DESIGNED BY:	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				18
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
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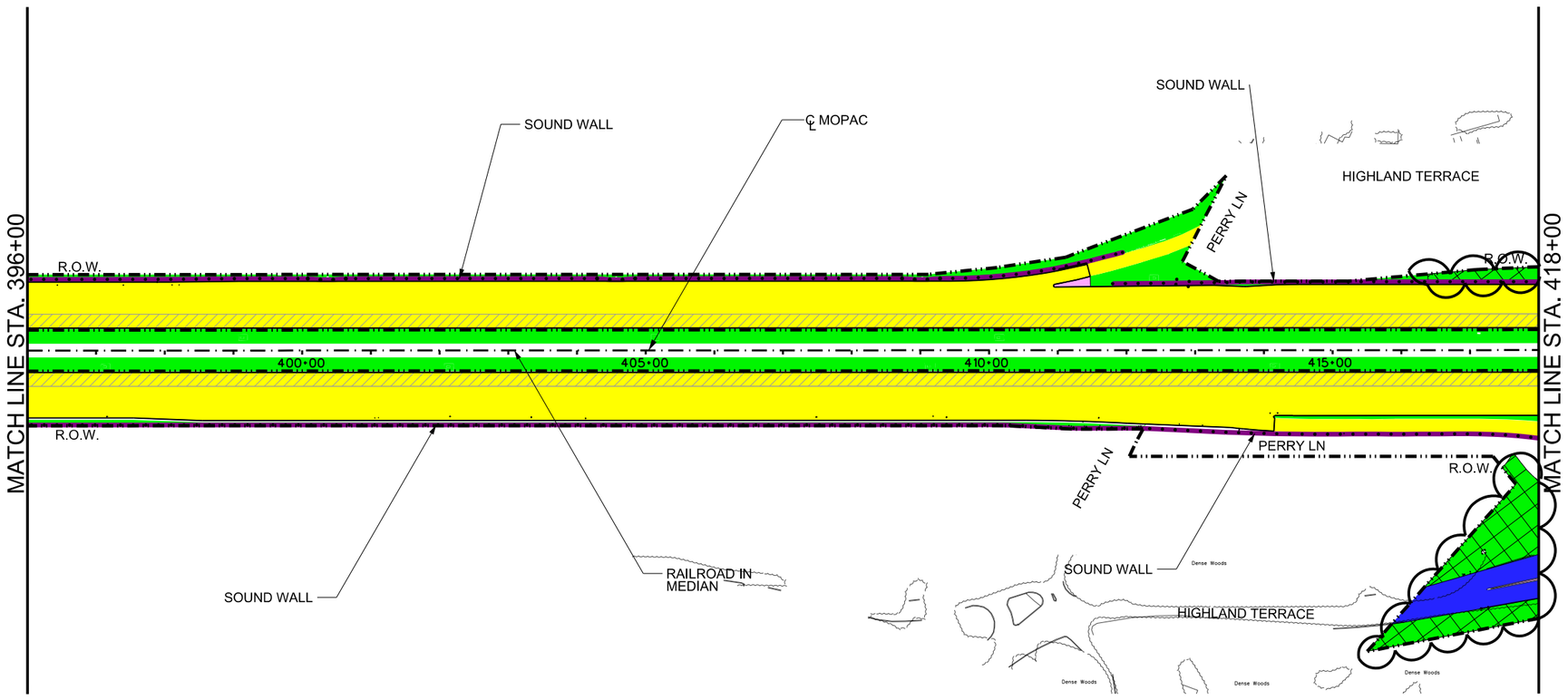

N

0 100 200 400

LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CHANGE ORDER #3

CENTRAL TEXAS
Regional Mobility Authority

MAINTENANCE MAPS

MOPAC
STA. 396+00 TO STA. 418+00

SHEET 19 OF 29 SHEETS

DESIGNED BY:	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				19
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
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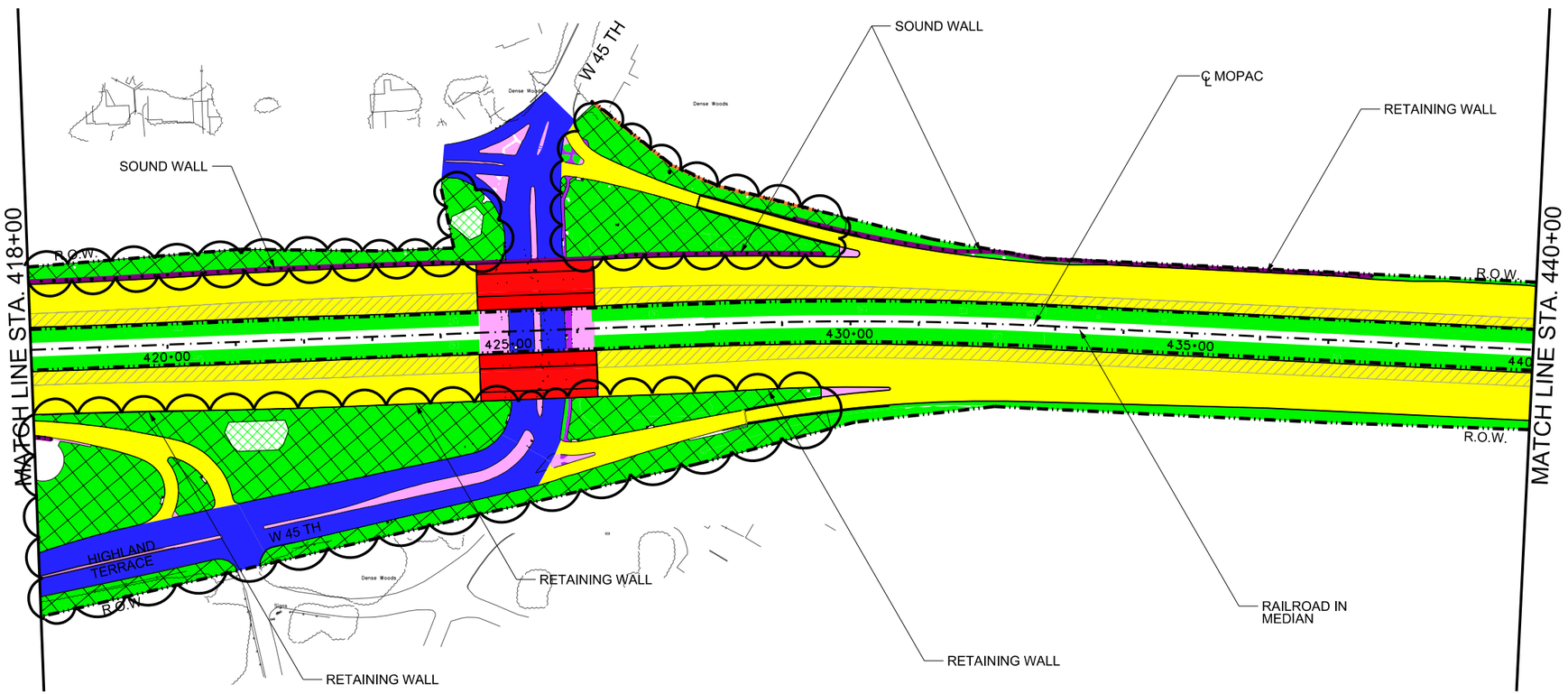

N

0 100 200 400

LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CHANGE ORDER #3

CENTRAL TEXAS
Regional Mobility Authority

MAINTENANCE MAPS

MOPAC
STA. 418+00 TO STA. 440+00

SHEET 20 OF 29 SHEETS

DESIGNED BY:	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				20
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR

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TIME: 3:55:55 PM
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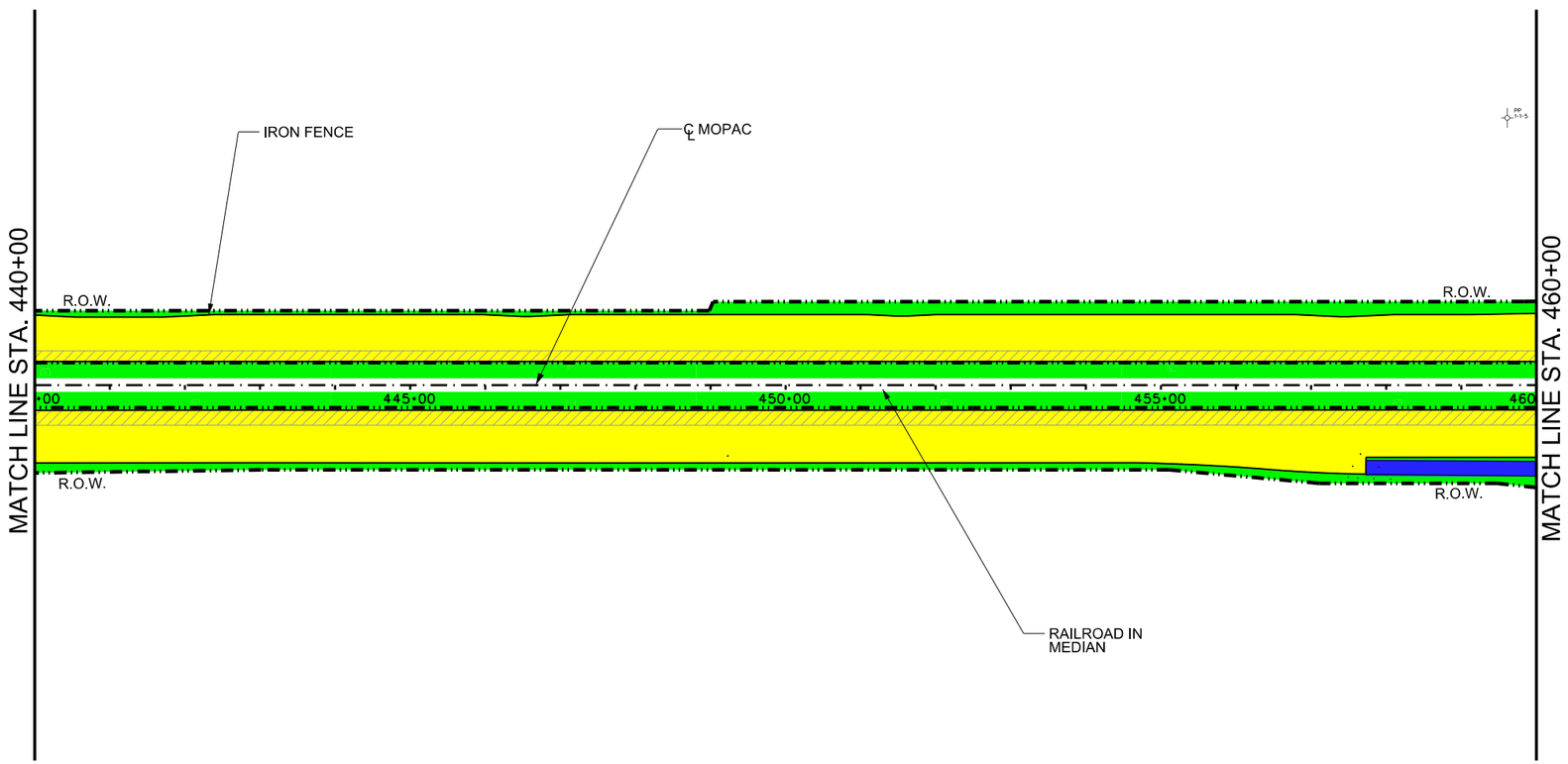

0 100 200 400

LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CENTRAL TEXAS
Regional Mobility Authority

MAINTENANCE MAPS

MOPAC
STA. 440+00 TO STA. 460+00

SHEET 21 OF 29 SHEETS

DESIGNED BY:	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				21
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
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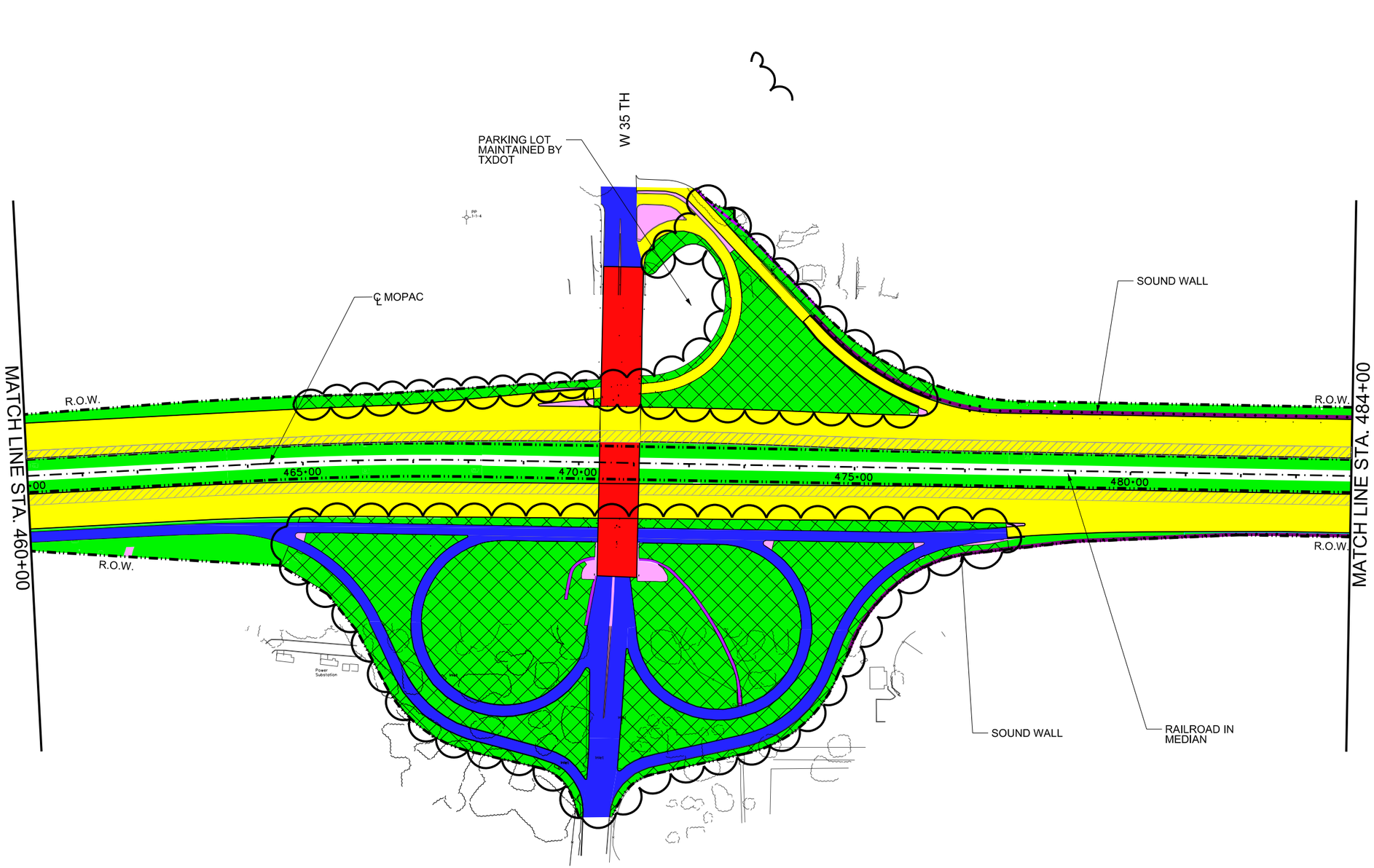

0 100 200 400

LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CHANGE ORDER #3

CENTRAL TEXAS
Regional Mobility Authority

MAINTENANCE MAPS

MOPAC
STA. 460+00 TO STA. 484+00

SHEET 22 OF 29 SHEETS

DESIGNED BY:	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				22
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
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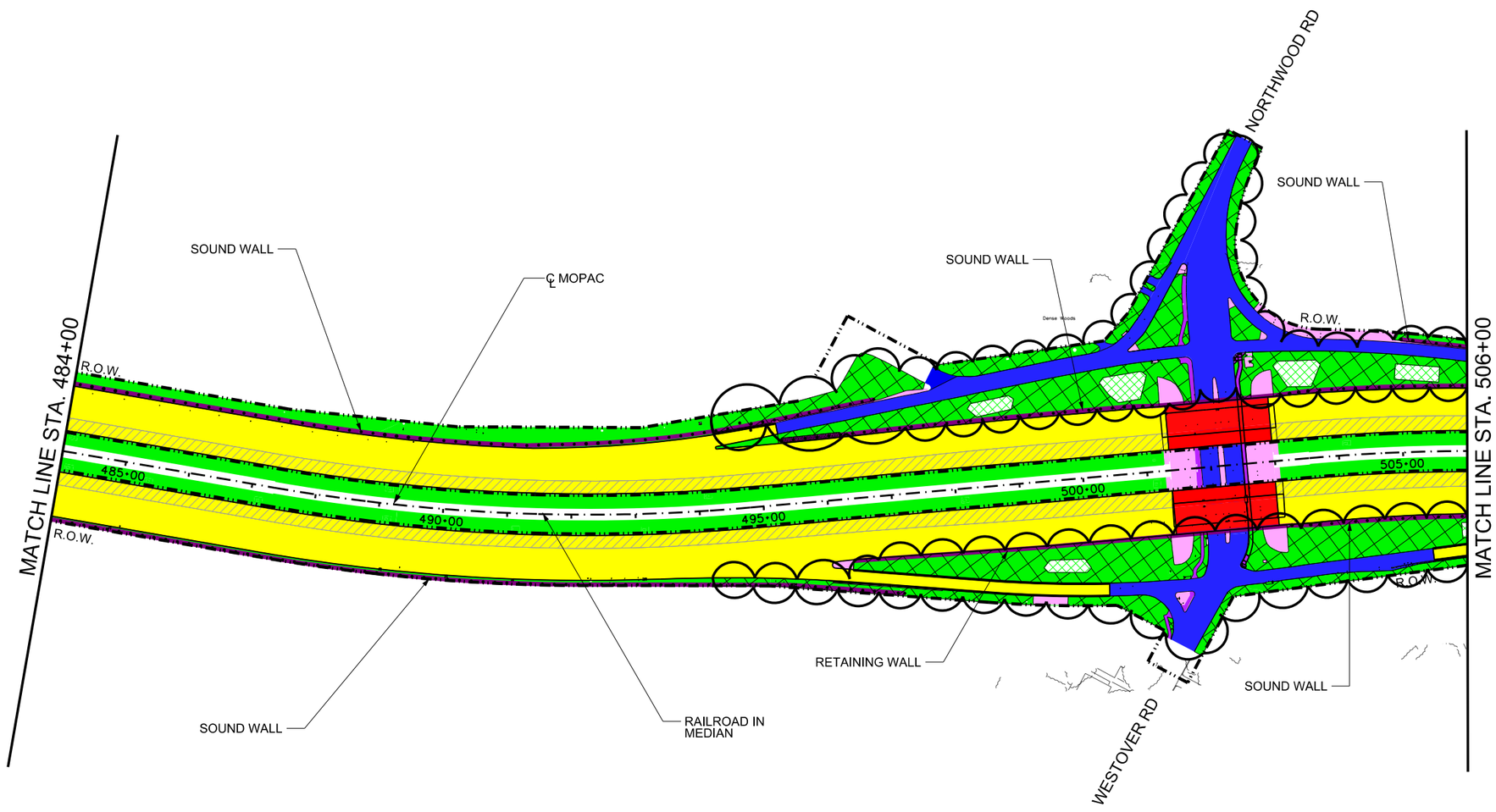

0 100 200 400

LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CHANGE ORDER #3

CENTRAL TEXAS
Regional Mobility Authority

MAINTENANCE MAPS

MOPAC
STA. 484+00 TO STA. 506+00

SHEET 23 OF 29 SHEETS

DESIGNED BY:	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				23
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
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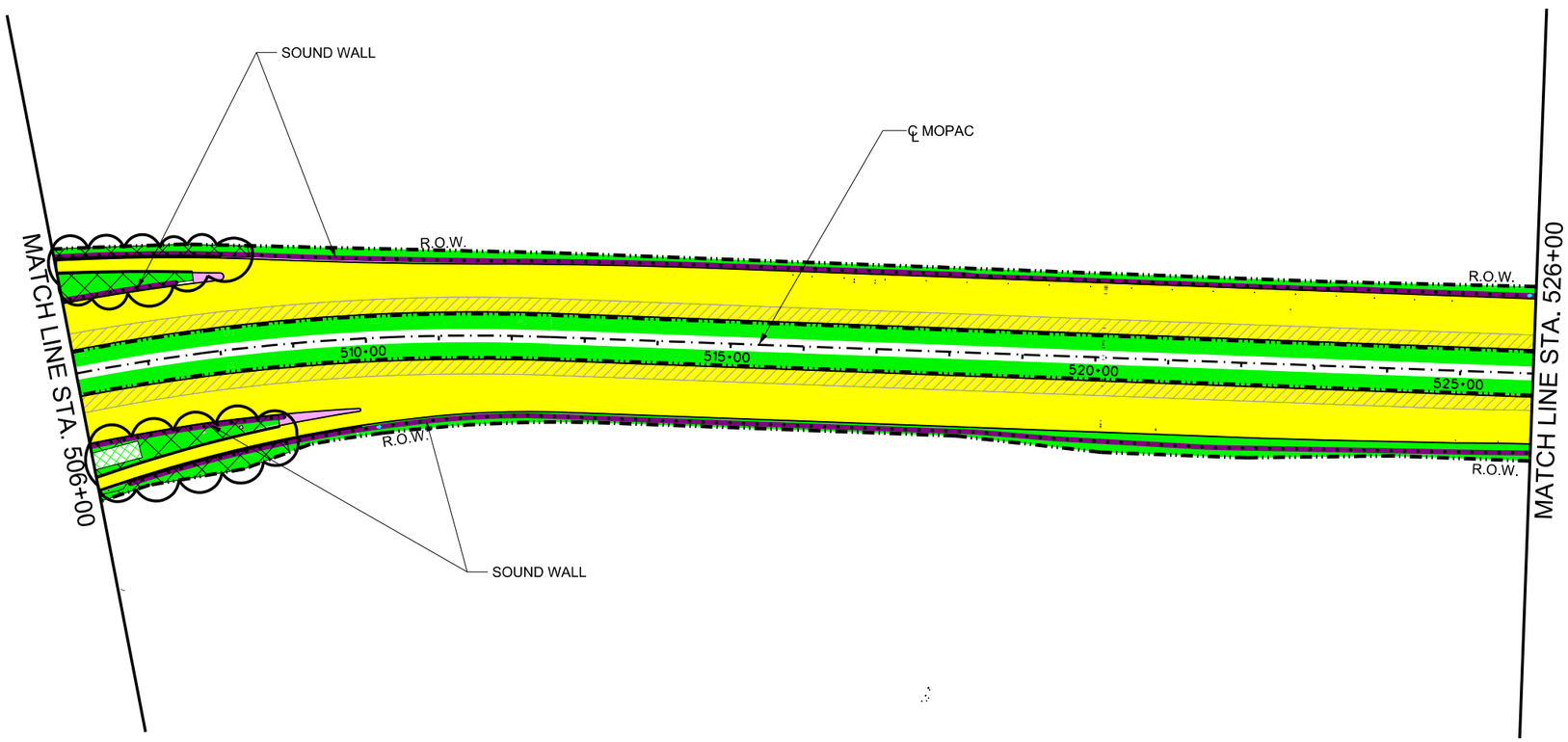

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0 100 200 400

LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CHANGE ORDER #3

CENTRAL TEXAS
Regional Mobility Authority

MAINTENANCE MAPS

MOPAC
STA. 506+00 TO STA. 526+00

SHEET 24 OF 29 SHEETS

DESIGNED BY:	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				24
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR

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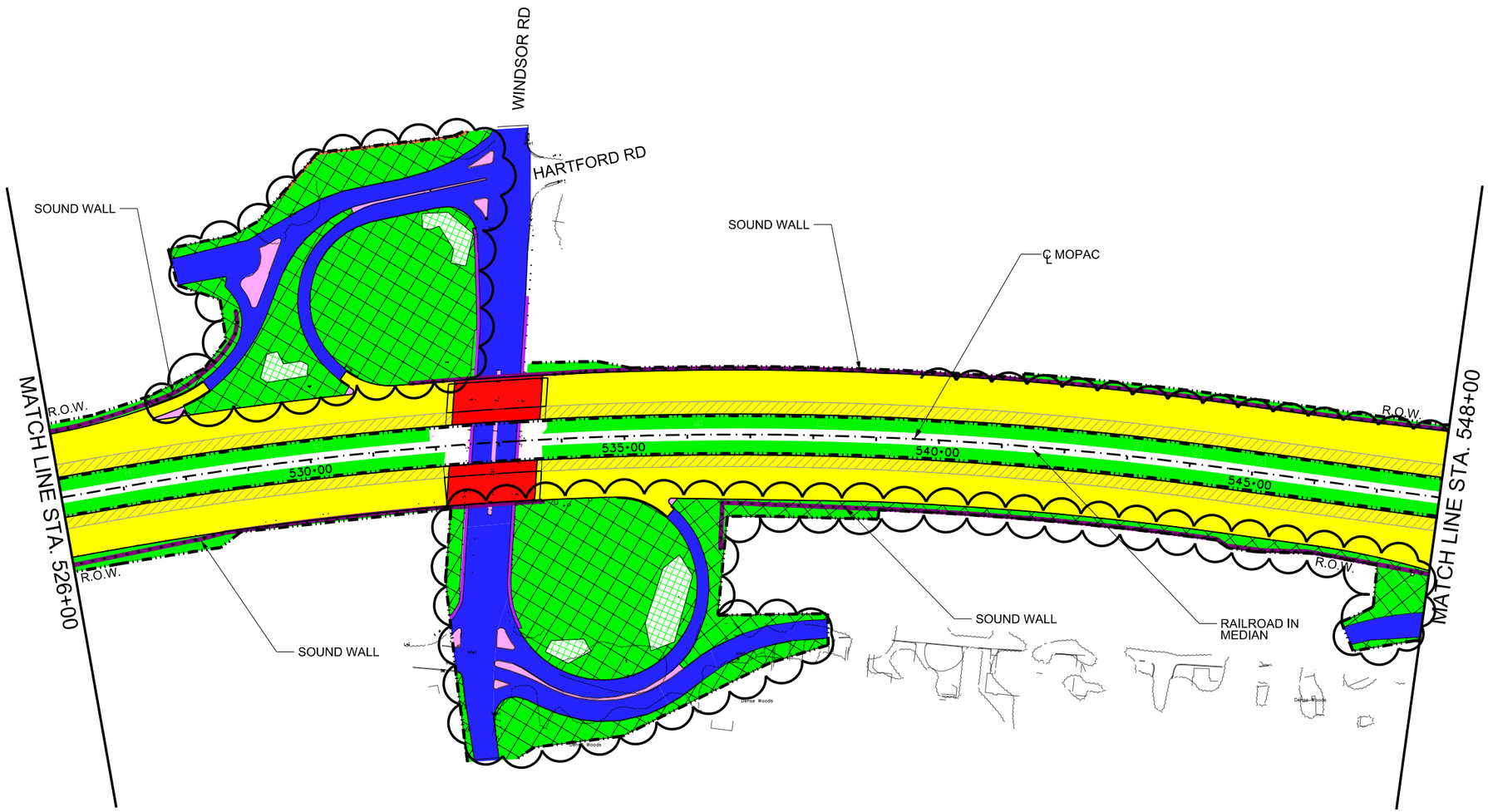

0 100 200 400

LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CHANGE ORDER #3

CENTRAL TEXAS
Regional Mobility Authority

MAINTENANCE MAPS

MOPAC
STA. 526+00 TO STA. 548+00

SHEET 25 OF 29 SHEETS

DESIGNED BY:	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				25
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR

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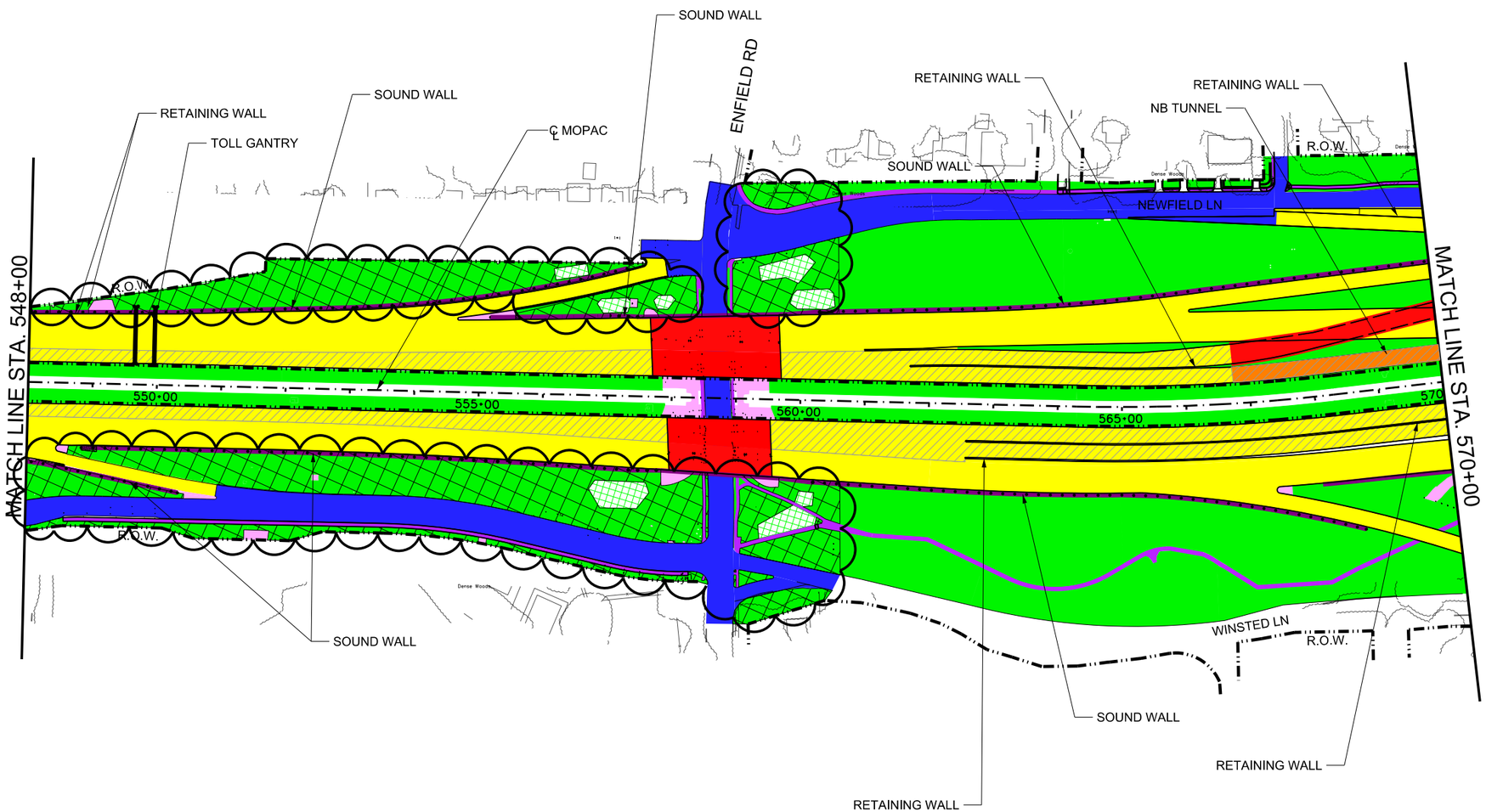

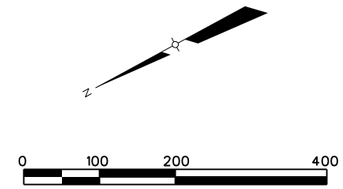

LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS
- TUNNEL

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CHANGE ORDER #3

CENTRAL TEXAS
Regional Mobility Authority

MAINTENANCE MAPS

MOPAC
STA. 548+00 TO STA. 570+00

SHEET 26 OF 29 SHEETS

DESIGNED BY:	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				26
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
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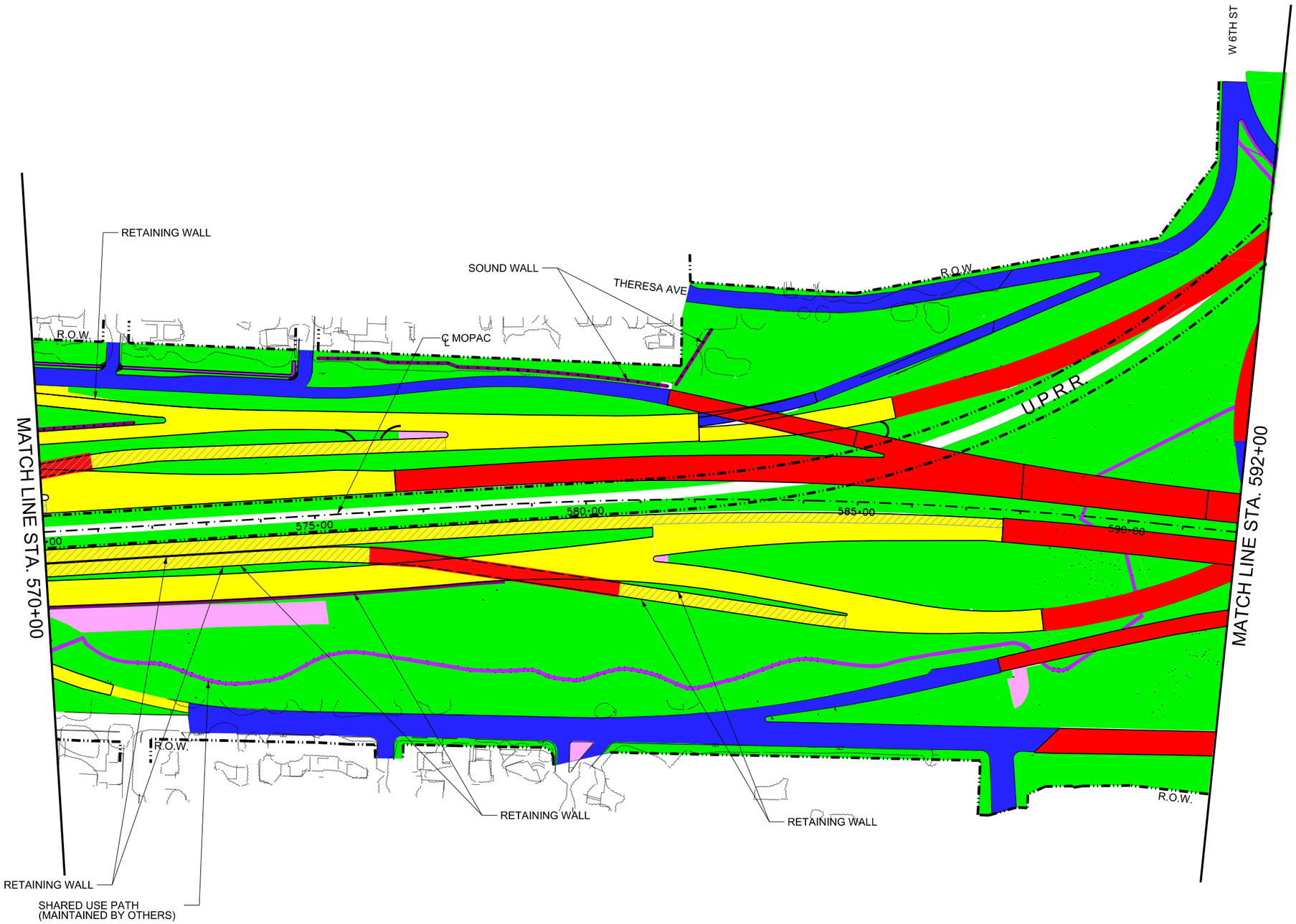

0 100 200 400

LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CENTRAL TEXAS
Regional Mobility Authority

MAINTENANCE MAPS

MOPAC
STA 570+00 TO STA 592+00

SHEET 27 OF 29 SHEETS

DESIGNED BY:	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				27
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR

MPPLN27

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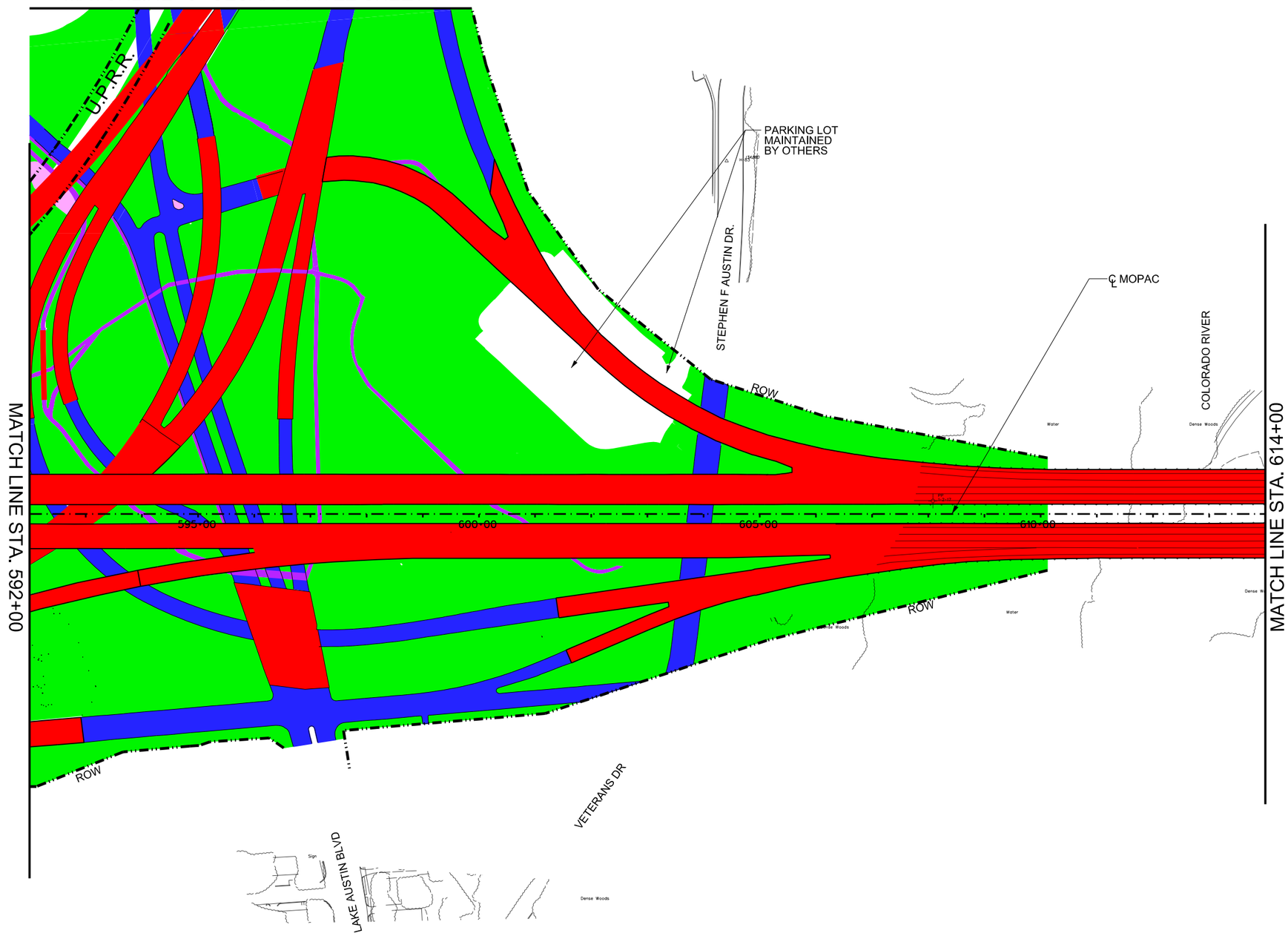
MATCHLINE "C" CESAR CHAVEZ SHEET 1



MATCH LINE STA. 592+00

MATCH LINE STA. 614+00

N

0 100 200 400

LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CENTRAL TEXAS
Regional Mobility Authority

MAINTENANCE MAPS

MOPAC
STA 592+00 TO STA 614+00

SHEET 28 OF 29 SHEETS

DESIGNED BY:	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				28
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR

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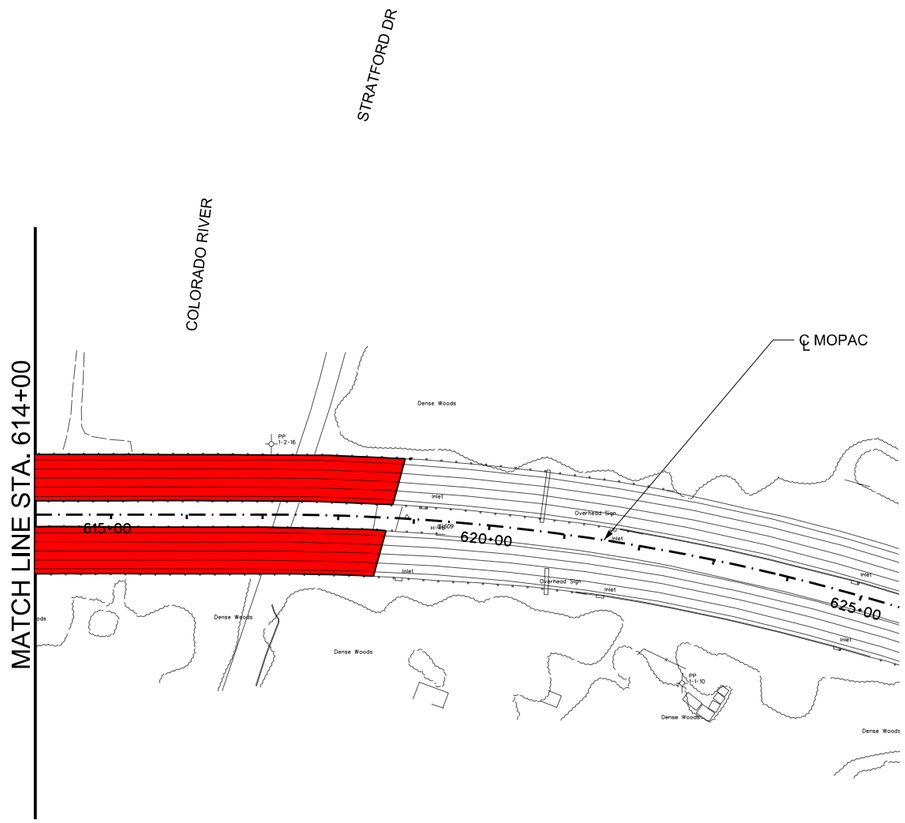

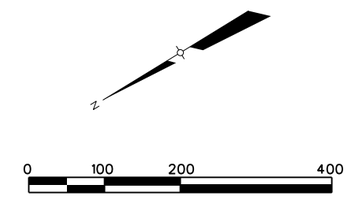

LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. ALL ADVANCE SIGNS RELATED TO THE TOLL FACILITY ARE INCLUDED IN THE MAINTENANCE EXCLUDING SUPPORTS AND TRUSSES
2. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CENTRAL TEXAS
Regional Mobility Authority

MAINTENANCE MAPS

MOPAC
STA. 614+00 TO END

SHEET 29 OF 29 SHEETS

DESIGNED BY:	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				29
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR

DATE: 11/6/2018
TIME: 3:57:29 PM
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CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #15

Approve a short-list of proposers to receive the Request for Detailed Proposals for the 183 North Mobility Project

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Justin Word, P.E., Director of Engineering
Associated Costs:	No financial liability at this stage
Funding Source:	Project funds
Action Requested:	Consider and act on the draft resolution

Project Description – The 183 North Mobility Project will expand capacity along a nine mile stretch of US 183 between SH 45 North and MoPac by adding two tolled express lanes in each direction in the middle of US 183, expanding the existing US 183 to four non-tolled general-purpose lanes in each direction, and constructing a shared use path, and sidewalks between SH 45 North/RM 620 and Loop 1. The project also includes adding a direct connector between the existing express lanes on MoPac and the proposed express lanes on US 183 and additional operational improvements south along MoPac, allowing for improved commutes from far north Austin and Williamson County to downtown Austin or beyond.

The Mobility Authority's current cost estimate for the Design-Build contract is approximately $350 million.

Previous Actions/Brief History of the Project –

On April 27, 2016, the Mobility Authority received environmental approval for the development of the 183 North Project through the issuance of a Finding of No Significant Impact by the Texas Department of Transportation ("TxDOT").

On April 26, 2017, the Mobility Authority exercised its option as a local toll project entity to develop, finance, construct, and operate the 183 North Project.

On January 31, 2019, the Texas Transportation Commission approved the release of $104.2 million in federal funding for the non-tolled portion of the 183 North Mobility Project.

On March 15, 2019, the Mobility Authority issued a Request for Qualifications (RFQ) for the design and construction of the 183 North Mobility Project through a Design-Build Agreement. In response to this RFQ, the Mobility Authority received five Statements of Qualifications ("submissions") on May 24, 2019. Submissions were received from the following Proposers, listed alphabetically:

1. Austin|Granite Joint Venture
2. Capital Express Partners
3. Colorado River Constructors
4. Great Hills Constructors
5. Lane-Flatiron Joint Venture

During the submission preparation phase a Pass/Fail and Responsiveness Committee was formed together with an Evaluation and Selection Recommendation Committee (ESRC) and Senior Advisory Committee (SAC). Training was conducted based on an Evaluation Manual which was provided to each committee member.

Each of the submissions received was reviewed for compliance with the Mobility Authority's stated criteria, which included: team qualification and experience; approach to project development and delivery; inclusion of Disadvantaged Business Enterprises; assurance related to avoidance of conflict of interest; and financial qualifications.

All submissions received were initially reviewed by the Pass/Fail and Responsiveness Committee and, following acceptance, were then conveyed to ESRC members for individual review and scoring. A combined ESRC session was then convened to evaluate individual scoring and share reviewer comments. Individual scores were recorded and averages calculated.

ESRC average scoring was then presented to the SAC for review and application of confidential weighting of evaluation factors. The resultant ranking and short list recommendation was then presented to the Mobility Authority's Executive Director.

Each committee followed strict protocol guidelines. The outcome of this process resulted in a recommendation that three Proposers be short-listed and receive the draft Request for Detailed Proposals (RFDP), which signifies the beginning of step two of the two stage procurement process.

Next Steps

The draft RFDP will be issued in August 2019 to elicit input from the short-listed Proposers. Comments and feedback will be reviewed for incorporation in the Final RFDP which, pending Board authorization in the fall of 2019, is currently scheduled for issuance in November 2019. The board action requested at that time will be approval to obligate funds for payment for work product for the unsuccessful Proposers.

Proposers will then develop their understanding of project requirements through activities including preparation of preliminary designs, production of delivery plans and

schedules, and development of cost estimates culminating in preparation of a detailed proposal. The Mobility Authority will continue to coordinate with TxDOT, resource agencies, and the FHWA as required during this phase. Upon receipt of Proposals (anticipated March 2020) the Mobility Authority will undergo an evaluation process (similar to the evaluation of the Statements of Qualifications. A recommendation for award of a Design-Build contract will be brought to the Board for consideration upon completion of the evaluation, tentatively scheduled for May 2020.

Financing – There is no financial liability at this stage. Funding will ultimately be provided through a combination of toll revenue bonds, Transport Infrastructure Finance and Innovation Act (TIFIA) funds, and reimbursement from TxDOT against costs incurred.

Action Requested/Staff Recommendation – Staff recommends that the Board short-list the attached proposers (to be provided at the meeting) to receive the draft RFDP for the 183 North Mobility Project.

Backup Provided: Draft resolution

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

RESOLUTION NO. 19-0XX

APPROVING A SHORT-LIST OF PROPOSERS TO RECEIVE THE REQUEST FOR DETAILED PROPOSALS TO DEVELOP THE 183 NORTH MOBILITY PROJECT

WHEREAS, the 183 North Mobility Project includes construction of two express lanes in each direction along a 9-mile stretch of US 183 between SH 45/RM 620 and MoPac, the addition of a fourth general purpose lane in each direction and connections from the 183 North Express Lanes to the MoPac Express Lanes, as well as new shared use path connections, new sidewalks, and cross-street connections for bicycles/pedestrians (the "Project"); and

WHEREAS, by Resolution No. 17-023, dated April 26, 2017, the Board exercised its option as a local toll project entity to develop, finance, construct, and operate an approximately 8.0-mile section of managed lanes on U.S. 183 between SH 45 North and MoPac as part of the Project; and

WHEREAS, by Minute Order No. 115406, dated January 31, 2019, the Texas Transportation Commission approved the release of $104.2 million in federal funding for the non-tolled portion of the Project; and

WHEREAS, Texas Transportation Code, Chapter 370, Subchapter K, authorizes the Mobility Authority to use a design-build method to develop the Project; and

WHEREAS, Mobility Authority Policy Code Chapter 4, Article 20, Subchapter A implements applicable state law and establishes the process the Mobility Authority will use to solicit proposals for a design-build contract to develop the Project; and

WHEREAS, on March 15, 2019, the Executive Director issued a Request for Qualifications ("RFQ") to solicit qualifications submittals from teams interested in pursuing the development of the Project through a design-build contract; and

WHEREAS, the Mobility Authority received five (5) responses to the RFQ, each of which complied with and was responsive to the RFQ; and

WHEREAS, the Executive Director formed a Pass/Fail and Responsiveness Committee, an Evaluation and Selection Recommendation Committee and a Senior Advisory Committee to evaluate the responses and to recommend a short-list of teams to participate in the detailed proposal phase of the design-build contract procurement process; and

WHEREAS, pursuant to the RFQ and Mobility Authority procurement policies, the Evaluation and Selection Recommendation Committee analyzed and scored each proposal using the criteria and procedure set forth in the RFQ; and

WHEREAS, the Executive Director recommends to the Board that it approve the short-list of teams identified and recommended by the Evaluation and Selection Recommendation Committee, as set forth in Exhibit A hereto.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the short-list of teams recommended by the Executive Director, as identified and listed on Exhibit A hereto; and

BE IT FURTHER RESOLVED, that the Board expresses its appreciation to all of the teams and members of the teams that submitted a response to the Request for Qualifications.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:	Approved:
_____	_____
Geoffrey Petrov, General Counsel	Nikelle Meade Vice Chair, Board of Directors

<u>Exhibit A</u>

Short-List of Teams Qualified to Respond to the RFDP
To Develop the 183 North Mobility Project

[TO BE PROVIDED AT BOARD MEETING]

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #16

Regional Park and Ride Plan Opportunities

Strategic Plan Relevance:	Regional Mobility
Department:	Administration
Contact:	Jeff Dailey, Deputy Executive Director
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Briefing and Board Discussion Only

Summary:

The purpose of this item is to brief the Board on the park and ride planning process to date and to discuss opportunities for the Mobility Authority to provide enhanced support for three projects (see locations 1, 2, and 3 below) that are a high priority for our regional partners.

Last year, after extensive collaboration and analysis, thirteen regional park and ride areas were identified for development or enhancement. The proposed locations are aligned with Capital Metro's Project Connect and the Capital Area Metropolitan Planning Organization's 2045 Plan.

Recently, staff focused on site identification, conceptual planning, interagency coordination, community engagement and development of implementation strategies for the following locations:

1. *Eastside Multi-Modal Center (183 South)* – Capital Area Rural Transportation System (CARTS) and Capital Metro are collaborating to construct a bus passenger plaza/terminal located on TxDOT right-of-way at the intersection of US 183 (183 South) and Cesar Chavez Street. This station will be a prototype multimodal terminal where passengers transfer between CARTS and Capital Metro buses. CARTS is requesting assistance from the Mobility Authority to construct roadway and pedestrian improvements. CARTS would like to begin the procurement process this fall. It is anticipated that staff will bring this item to the Board for consideration in the near future.

2. *Howard Station (MoPac North)* – A potential multi-agency public-private partnership is being explored to expand parking capacity by 230 spaces. This opportunity requires expansion of a joint-use regional water detention pond and is time sensitive. Beyond this initial expansion, the long term need is for a parking structure. It is expected staff will seek direction from the Board at an upcoming meeting regarding the Mobility Authority's role in this partnership.

3. *South MoPac (MoPac South)* – This area has strong near term need/demand for a regional park and ride facility. A potential multi-partner arrangement for a new multipurpose park and ride facility in the vicinity of Lacrosse and MoPac. Discussions and the development of concepts are underway in an effort to not only provide a park and ride facility, but also to provide parking and alleviate overflow parking conditions that affect nearby neighborhood areas. It is anticipated that staff will bring this item to the Board for consideration in the near future.

4. *Manor (290 East)* – Capital Metro initiated a multimodal planning study (related to the Green Line) in the Manor area and it is scheduled for completion in 2020. Staff will monitor and have some involvement in this effort. It is anticipated that the study will identify specific locations and concepts for potential implementation. The Manor area has been identified as a high priority area to implement a regional park and ride facility.

5. *Oak Hill (MoPac South)* – The Oak Hill Parkway project is displacing the existing park and ride site. Capital Metro is coordinating with Austin Community College to implement a semi-permanent location at the Pinnacle Campus. A long term solution is needed and the Mobility Authority is planning to support efforts to identify a specific site and concept for this area.

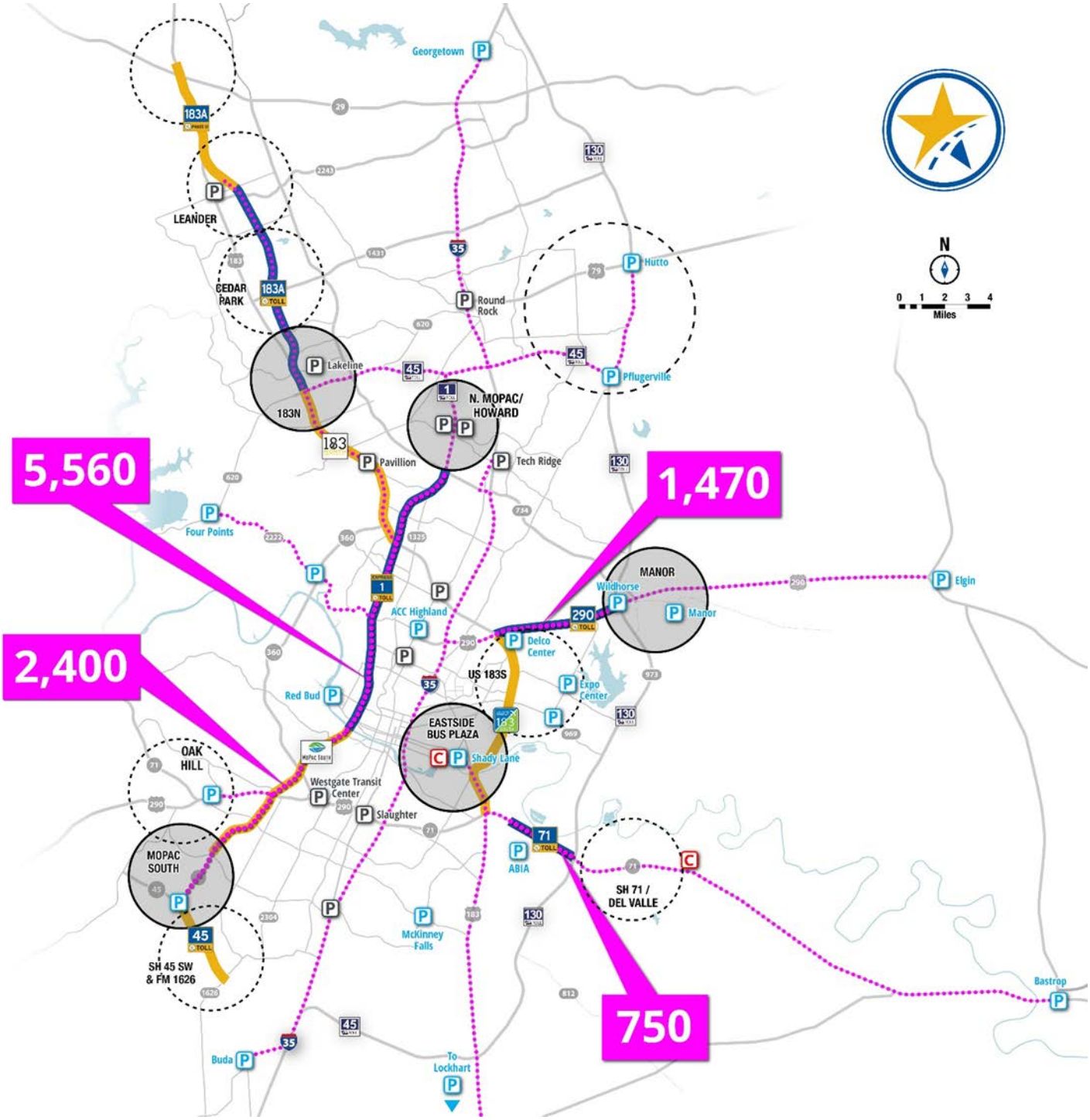
6. *Lakeline Station (183 North)* – A potential near term improvement was identified for route optimization through signal prioritization. The City of Austin is leading this effort. The long term solution is to expand capacity by constructing a parking structure.

Previous Actions/Brief History of the Project/Program – The mission of Mobility Authority is to implement innovative, multimodal transportation solutions that reduce congestion and create transportation choices that enhance quality of life and economic vitality. Per the terms of the 2016 Memorandum of Agreement with Capital Metro and Capital Area Metropolitan Planning Organization, the Mobility Authority has led the effort to develop a park and ride program that would access existing or planned Mobility Authority roadways. A regional park and ride program with identified areas was presented to the Board in 2018.

Relevant excerpts from the Strategic Plan:

- **Deliver Multi-Faceted Mobility Solutions** - We will continue optimizing our region's overburdened transportation network. These efforts extend beyond simply building new capacity, and include programs and partnerships to enhance the quality of life for Central Texans by optimizing existing corridors.
    - Implement tolled and non-tolled mobility projects that give Central Texans more reliable travel options and reduced travel times, and deliver them on-time and within-budget
    - Incorporate additional features into our projects to maximize available capacity and enhance personal mobility, including traffic and incident management, vehicle connectivity, safety elements, special aesthetics, enhanced landscaping, and other added-value benefits.
- **Invest in Efforts that Extend Beyond Roadways**
    - Foster a continued partnership with Capital Metro whereby Express Buses are given toll-free access to our express lanes.
    - Study Park & Ride opportunities throughout the region in collaboration with Capital Metro and the relevant counties

Backup Provided: Park and Ride Map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2,400
1,470
750
Georgetown
LEANDER
CEDAR PARK
183A
Round Rock
Hutto
Pflugerville
Lakeline
183N
N. MOPAC/ HOWARD
Pavillion
Tech Ridge
Four Points
ACC Highland
MANOR
Wildhorse
Manor
Elgin
Delco Center
US 183S
Expo Center
Red Bud
EASTSIDE BUS PLAZA
Shady Lane
OAK HILL
Westgate Transit Center
Slaughter
MOPAC SOUTH
ABIA
SH 71 / DEL VALLE
McKinney Falls
SH 45 SW & FM 1626
Bastrop
Buda
To Lockhart
N
0 1 2 3 4
Miles

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #17

Briefing and discussion regarding a potential tolling systems agreement with the City of Cibolo

Strategic Plan Relevance:	Regional Mobility
Department:	Administration
Contact:	Jeff Dailey, Deputy Executive Director
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Briefing and Board Discussion Only

Summary:

The City of Cibolo, Texas has entered into a Development Agreement with Cibolo Turnpike L.P. to develop a 6.5 mile toll road within the city limits of Cibolo. The City has sent a letter of intent to the Mobility Authority requesting that an interlocal agreement be developed to allow the Mobility Authority and/or its vendors to provide toll system services for the planned toll road.

The agreement would be similar to the interlocal agreements the Mobility Authority has signed with various Regional Mobility Authorities around the state.

It would expected that all costs associated with providing the Toll System Services would be borne by the City of Cibolo and/or its developer. The interlocal agreement would be brought to the Board for approval.

Backup Provided:	Letter of Intent from City of Cobolo Map and frequently asked questions brochure

City of Cibolo
200 South Main Street
Cibolo, Texas 78108

July 15, 2019

Mike Heiligenstein, Executive Director
Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, Texas 78705

SUBJECT: Intent to negotiate Toll Systems Services

Dear Mr. Heiligenstein,

This letter asserts that the City of Cibolo, Texas, intends to pursue a partnership through an Interlocal Agreement with the Central Texas Regional Mobility Authority (CTRMA), to utilize Toll Systems Services by and through the CTRMA and/or its vendors. The scope of services is further defined below.

As of March 10, 2017, the City of Cibolo has entered into a Development Agreement with Cibolo Turnpike L.P. to design, build, finance, operate and maintain a limited access, high-speed tolled highway within the city limits of Cibolo, Texas. The toll road will extend approximately 6.5 miles from the intersection of FM1103 and Weil Road southeast to IH 10.

The scope of services may include, but not limited to, the following tasks on behalf of the City of Cibolo:

- Toll Transaction Processing
- Toll Collection
- Violation Processing
- Collection Management
- Image Processing
- Pay-by-Mail Invoicing
- Court Support Services

Assuming the City of Cibolo and CTRMA agree at the management level to move forward with an interlocal agreement, final approval will require a formal vote of the Cibolo City Council in a public setting.

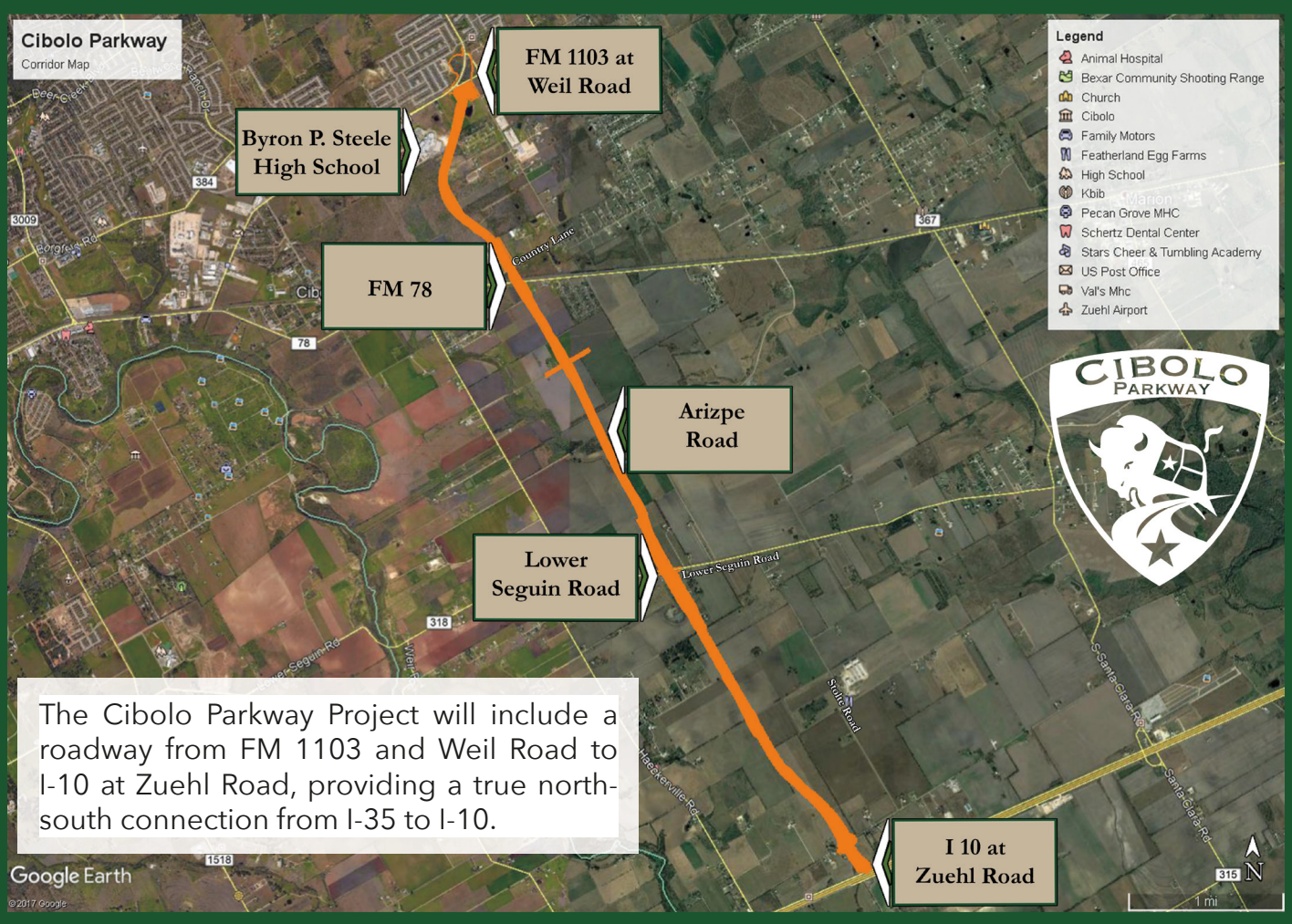
Thank you for your time and consideration. If you have questions about the project or scope, please do not hesitate to contact me or any member of the project team, the Cibolo Turnpike or its vendors/consultants.

Sincerely,

Robert T. Herrera

Robert T. Herrera, City Manager
City of Cibolo, Texas

CC: Frank Garza, City Attorney – City of Cibolo
John Crew, President – Public Werks, Inc.



The Cibolo Parkway Project will include a roadway from FM 1103 and Weil Road to I-10 at Zuehl Road, providing a true north-south connection from I-35 to I-10.

CONNECT WITH US

WEBSITE
www.CiboloParkway.org

PROJECT PHONE LINE
210-384-2007

PROJECT EMAIL
info@CiboloParkway.org

FACEBOOK
@CiboloParkwayProject

CIBOLO PARKWAY

Cibolo Turnpike, LP
13423 Blanco Road #521
San Antonio TX 78216

PRSRT STD
U.S. POSTAGE PAID
PERMIT NO. 12
ZIP CODE 78660

CIBOLO PARKWAY FACTS

CIBOLO PARKWAY

WHAT IS THE CIBOLO PARKWAY PROJECT?

The Cibolo Parkway is a planned seven-mile toll road from FM 1103 and Weil Road to I-10 at Zuehl Road. The alignment as shown on the attached map, generally follows the 2006 TxDOT study route. The project is being developed through an innovative public-private partnership and funded by the developer, Cibolo Turnpike, LP.

WHY IS THIS PROJECT NEEDED?

Cibolo Parkway will help ensure mobility and safety for the residents of Cibolo and the surrounding area. With a high growth rate and the expected residential, commercial, and business growth over the coming years, the City of Cibolo must plan for ways to alleviate traffic congestion. New attractions such as the Sports Complex, the new Santikos theatre and family-fun entertainment center, and others, could bring an influx of visitors from the surrounding area that will further burden the existing roadways.

DID YOU KNOW?

The Cibolo Turnpike, LP team has more than 250 years of combined experience in highway development.

WHY IS THE CIBOLO PARKWAY PROJECT IMPORTANT?

- FM 1103, even with the scheduled improvements, will not have the capacity to satisfy current or projected traffic trends in the area
- Extending FM 1103 to I-10 has been a priority for more than 10 years and was identified in the Comprehensive Master Plan in 2006 and 2016
- Construction of the project would greatly improve emergency response vehicle access south of FM 78
- Construction of the project would provide needed infrastructure for current and projected development south of FM 78

WHAT IS THE COST OF THE CIBOLO PARKWAY PROJECT?

The cost will be determined prior to seeking financing, which is scheduled for spring 2018.

WOULD THE CIBOLO PARKWAY PROJECT USE THE CITY GENERAL OBLIGATION BONDS ISSUED IN 2015?

No city funds are being allocated to build any part of the Cibolo Parkway Project.

DID YOU KNOW?

The Cibolo Turnpike, LP is following the same TxDOT environmental analysis process as used for other non-federally funded TxDOT projects.

WHAT WILL BE THE SPEED LIMIT ON THE PARKWAY?

The anticipated posted speed limit, is projected to be 70 mph, and will be confirmed when the project is opened.

WHAT IMPROVEMENTS ARE INCLUDED IN THE CIBOLO PARKWAY PROJECT?

- Two travel lanes and shoulders that begin at FM 1103 at Weil Road and end at I-10
- Proposed entrance and exit ramps at:
  - FM 1103
  - FM 78
  - Lower Seguin Road
  - Bolton Road
  - I-10
- A four-lane bridge over FM 78 and Union Pacific Railroad, allowing crossover access for school buses, fire and police vehicles, and emergency medical services

WHO WILL OVERSEE THE CIBOLO PARKWAY PROJECT AND OPERATE TOLLING ONCE THE PROJECT IS COMPLETE?

The Cibolo Turnpike, LP will oversee and manage the development of the project, and will operate the toll road once construction is complete.

IS THERE ANY EVIDENCE THE PROJECT WILL IMPROVE SAFETY FOR CIBOLO RESIDENTS?

An average of 30 to 32 cargo trains use the Union Pacific Railroad through Cibolo on a daily basis, blocking north-to-south access for emergency vehicles for up to seven minutes at a time. The Project includes adding an overpass bridge at FM 78 and the Union Pacific Railroad, and a bridge at the Town Creek Drainage watershed that would substantially improve emergency vehicle travel times to areas south of FM 78.

WHAT ABOUT DRAINAGE CONCERNS IN THE CORRIDOR?

As part of the design and environmental study, the project team is looking at drainage issues in Cibolo and ways to improve the drainage where possible with the new construction. This will include mitigating current drainage issues in the area and provide for drainage and runoff associated with the Cibolo Parkway.

WILL THE TxDOT IMPROVEMENTS TO FM 1103 BE TOLLED?

TxDOT's planned improvements to FM 1103 consist of four travel lanes, bike lanes and sidewalks. There are no plans to toll the TxDOT improvements. The four travel lanes are to be maintained as a free non-tolled roadway. TxDOT's current schedule for FM 1103 is set to let March 2019, and is estimated to be completed in three years.

I-10 IS SEEING AN INCREASE IN VOLUMES, HOW WILL THE CIBOLO PARKWAY IMPACT TRAFFIC ON I-10?

This increase will occur regardless of the Cibolo Parkway Project. This is due to the tremendous growth that is occurring in this part of Texas. The I-35 and Loop 1604 corridors in San Antonio continue to be very congested, and I-10 is a possible alternate route for those in that part of the area. The I-10 corridor has additional capacity whereas I-35 & Loop 1604 are full.

DID YOU KNOW?

The Cibolo Parkway Project is being constructed in two phases. The first phase will include construction of one toll lane in each direction. Phase two will build two additional lanes (one in each direction) as traffic counts warrant.

WHY NOT LET TxDOT TAKE THE LEAD ON THE PROJECT?

City leaders have been working diligently for more than ten years to study and find solutions to address the growing traffic demands. TxDOT, with $7 million from the City of Cibolo and $2 million from the City of Schertz, plan to widen FM 1103 from I-35 to Rodeo Way. The planned TxDOT improvements are a start; however, this will not be enough to address traffic demands and safety concerns as Cibolo continues to grow, especially, the lack of north-south mobility between I-35 and I-10. Waiting on TxDOT was not an option as there is a lack of transportation funding. Understanding that upgrading roadways takes years, and getting additional funding from TxDOT could take decades, City leaders looked to find a real solution through the Cibolo Parkway Project.

CIBOLO PARKWAY

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #18
Quarterly Project Updates

Strategic Plan Relevance:	Regional Mobility
Department:	Executive
Contact:	Justin Word, P.E., Director of Engineering
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Briefing and Board Discussion Only

Quarterly Project Updates:

A. MoPac South
B. 183 South
C. 290E Phase III
D. SH 45SW

Backup Provided: Presentation

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #19

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. Board Workshop

Backup Provided: Presentation

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #20

Executive Session

Executive Session:

Discuss acquisition of one or more parcels or interests in real property needed for the 183 South Project (Bergstrom Expressway) and related legal issues, including consideration of the use of eminent domain to condemn property, pursuant to §551.072 (Deliberation Regarding Real Property) and §551.071 (Consultation with Attorney).

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2019
AGENDA ITEM #21

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

July 24, 2019
AGENDA ITEM #22

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

July 24, 2019
AGENDA ITEM #23

Executive Session

Executive Session:

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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 24, 2018
AGENDA ITEM #24

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.