



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

## Regular Meeting of the Board of Directors

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**9:00 a.m.**

Wednesday, February 23, 2022

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

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

**Note to members of the public.** Pursuant to Texas Transportation Code Section 370.262, this meeting will be held by telephone conference call. Some Board Members may be present in the Lebermann Board Room while others may participate remotely. In order to maintain safe social distancing, you may view the Board Meeting online via the live stream link on our website. Members of the public that wish to join the conference call to provide comments to the Board remotely must register at least 30 minutes prior to the scheduled start time by contacting the Central Texas Regional Mobility Authority at (844) 287-6220.

**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.

## AGENDA

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

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1. Welcome and opportunity for public comment – See **Notes** at the end of this agenda.
2. Recognition of John Langmore’s service to the Central Texas Regional Mobility Authority.
3. Welcome newly appointed Board Member and administer the oath of office.

### ***Consent Agenda***

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*See **Notes** at the end of this agenda.*

4. Approve the minutes from the January 26, 2022 Regular Board Meeting.
5. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

### **Regular Items**

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

6. Accept the financial statements for January 2022.
7. Discuss and consider approving Supplement No. 4 to Work Authorization No. 13 with Kapsch TrafficCom USA Inc. for fiber optic infrastructure related to the 183 South Project.
8. Discuss and consider approving contracts with Surveying and Mapping, LLC and The Rios Group, Inc. for subsurface utility engineering and utility locating services.
9. Discuss and consider approving a contract with Good Works Strategic Advisors for strategic planning services.

### **Briefings and Reports**

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

10. Executive Director Report.
  - A. Agency performance metrics.
    - (i) Roadway performance
    - (ii) Call-Center performance

### **Executive Session**

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

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

11. Discuss the sale, transfer or exchange of one or more parcels or interests in real property owned by the Mobility Authority and related legal issues as authorized by §551.071

(Consultation with Attorney) and §551.072 (Deliberation Regarding Real Property; Closed Meeting).

12. 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).
13. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).
14. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

### ***Reconvene in Open Session.***

### ***Regular Items***

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

15. Discuss and consider approving a settlement with Kapsch TrafficCom USA, Inc. for liquidated damages related to toll system maintenance key performance indicators.
16. Adjourn Meeting.

### ***Notes***

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***Opportunity for Public Comment.*** At the beginning of the meeting, the Board provides a period of up to one hour for public comment on any matter subject to the Mobility Authority's jurisdiction. Each speaker is allowed a maximum of three minutes. A person who wishes to address the Board must register in advance and provide the speaker's name, address, phone number and email, as well as the agenda item number and whether you wish to speak during the public comment period or during the agenda item. If a speaker's topic is not listed on this agenda, the Board may not deliberate the speaker's topic or question the speaker during the open comment period, but may direct staff to investigate the matter or propose that an item be placed on a subsequent agenda for deliberation and possible action by the Board. The Board may not deliberate or act on an item that is not listed on this agenda.

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

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

***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.

***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 that by law must be open to the public, shall be audible to the public at the meeting location, and will be tape-recorded or

*Mobility Authority Board Meeting Agenda  
Wednesday, February 23, 2022*

documented by written minutes. On conclusion of the meeting, the tape recording or the written minutes 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.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

February 23, 2022  
AGENDA ITEM #1

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Welcome and opportunity for public  
comment

Welcome and opportunity for public comment.  
No Board action required.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

February 23, 2022  
AGENDA ITEM #2

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Recognition of John Langmore's  
service to the Central Texas Regional  
Mobility Authority

Recognize former CTRMA Board Member John Langmore for his public service to the community of Central Texas.

Board Action Required: No



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

February 23, 2022  
**AGENDA ITEM #3**

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Welcome newly appointed Board  
Member and administer the oath of  
office

Chairman Robert W. Jenkins, Jr. will administer the oath of office to Jay Blazek Crossley, who was appointed to the Central Texas Regional Mobility Authority Board of Directors at the January 27, 2022 meeting of the Travis County Commissioners Court.

Board Action Required: No



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

February 23, 2022  
**AGENDA ITEM #4**

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Approve the minutes from the January  
26, 2022 Regular Board Meeting

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

**Description/Background:** Approve the attached draft minutes for the January 26, 2022 Regular Board Meeting.

**Backup provided:** Draft minutes



## MINUTES

### Regular Meeting of the Board of

### Directors of the

### CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, January 26, 2022

9:00 a.m.

This was an in person and telephone conference call meeting. Notice of the meeting was posted January 21, 2022 online on the website of the Mobility Authority and in the Mobility Authority's office lobby at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Chairman Jenkins and Board Members David Singleton, John Langmore, Mike Doss, and Heather Gaddes were present in the Lebermann Board Room. Board Members David Armbrust and Nikelle Meade\* participated on the telephone conference call.

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

<https://mobilityauthority.swagit.com/play/01262022-940>

1. Welcome and opportunity for public comment.

Sharon Blythe, Director, Austin Rescue Austin Memorial Park Cemetery, provided public comment.

2. 183 North Mobility Project Virtual Groundbreaking.

A video presentation of the 183 North Mobility Project groundbreaking ceremony was shown.

#### **Consent Agenda**

3. Approve the minutes from the December 15, 2021 Regular Board Meeting.
4. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

**ADOPTED AS:**                      **RESOLUTION NO. 22-001**

**MOTION:**                              Approve Item Nos. 3 and 4

**RESULT:**                                Approved (Unanimous); 6-0

**MOTION:** David Singleton  
**SECONDED BY:** Mike Doss  
**AYE:** Armbrust, Doss, Gaddes, Jenkins, Langmore, Singleton  
**NAY:** None.

**Regular Items**

5. Accept the financial statements for November and December 2021.

Presentation by Jose Hernandez, Chief Financial Officer and Mary Temple, Controller.

**ADOPTED AS: RESOLUTION NO. 22-002**

**MOTION:** Accept the financial statements for November and December 2021.  
**RESULT:** Approved (Unanimous); 6-0  
**MOTION:** John Langmore  
**SECONDED BY:** Heather Gaddes  
**AYE:** Armbrust, Doss, Gaddes, Jenkins, Langmore, Singleton  
**NAY:** None.

\*Note: Nikelle Meade joined the meeting at 9:41 a.m.

6. Discuss and consider approving the 2021 Annual Report.

Presentation by Jori Liu, Acting Director of Communications.

**ADOPTED AS: RESOLUTION NO. 22-003**

**MOTION:** Approve the 2021 Annual Report.  
**RESULT:** Approved (Unanimous); 7-0  
**MOTION:** John Langmore  
**SECONDED BY:** Heather Gaddes  
**AYE:** Armbrust, Doss, Gaddes, Jenkins, Langmore, Meade, Singleton  
**NAY:** None.

7. Discuss and consider approving a contract with H2O Partners, Inc. for the collection of pavement performance data for Mobility Authority facilities.

Presentation by Mike Sexton, Acting Director of Engineering.

**ADOPTED AS: RESOLUTION NO. 22-004**

**MOTION:** Approve a contract with H2O Partners, Inc. for the collection of pavement performance data for Mobility Authority facilities.

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

**MOTION:** John Langmore

**SECONDED BY:** Heather Gaddes

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

**NAY:** None.

### **Briefings and Reports**

**8.** Quarterly project updates.

Presentation by Mike Sexton, Acting Director of Engineering.

- A. 183A Phase III
- B. 183 North Mobility Project

**9.** Executive Director Report.

Presentation by James Bass, Executive Director.

- A. Report on the TIFIA Loan closing for the 183 North Mobility Project.
- B. Agency performance metrics.
  - (i) Roadway performance
  - (ii) MoPac performance
  - (iii) Call Center performance

Tracie Brown, Director of Operations answered questions.

### **Executive Session**

Chairman Jenkins announced in open session at 11:01 a.m. that the Board would recess the meeting and reconvene in Executive Session to deliberate the following items:

- 10.** 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).
- 11.** Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).

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

After completing the executive session, the Board reconvened in open meeting at 11:56 a.m.

**Regular Items**

13. Discuss and consider authorizing the Executive Director to take such actions as necessary to resolve issues arising from the default of DBi Services LLC.

Presentation by Mike Sexton, Acting Director of Engineering.

**ADOPTED AS:**                   **RESOLUTION NO. 22-005.**

**MOTION:**                    Authorizing the Executive Director to take such actions as necessary to resolve issues arising from the default of DBi Services LLC.

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

**MOTION:**                    John Langmore

**SECONDED BY:**            David Singleton

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

**NAY:**                         None.

After confirming that no member of the public wished to address the Board, Chairman Jenkins declared the meeting adjourned at 11:58 a.m.

14. Adjourn.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

February 23, 2022  
**AGENDA ITEM #5**

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

Strategic Plan Relevance:	Regional Mobility
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Consider and act on draft resolution

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

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

**Previous Actions & Brief History of the Program/Project:** State law provides that persons deemed to be habitual violators may also be prohibited from use of the Mobility Authority's toll facilities by order of the Board of Directors. Habitual violator customers operating a vehicle in violation of a ban are subject to a Class C misdemeanor with a fine up to \$500. A second or subsequent occurrence may result in impoundment of the vehicle. Similar to registration blocks, vehicle bans remain in effect until all

outstanding amounts owed to the Authority have been resolved or the customer is no longer deemed a habitual violator.

**Financing:** Not applicable.

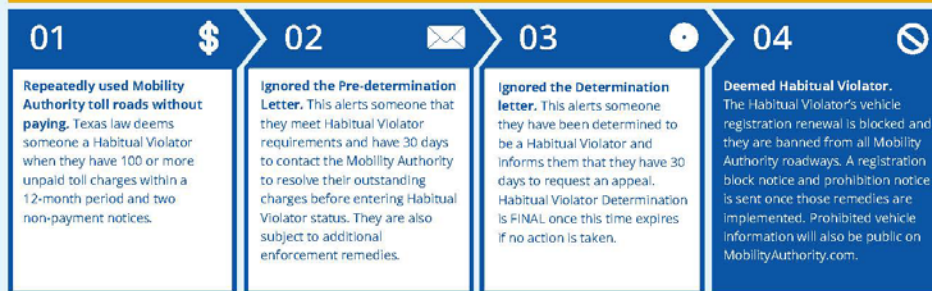
**Action requested/Staff Recommendation:** Staff affirms that all required steps have been followed and proper notice previously provided to customers determined to be habitual violators. To date, these customers have not appealed this determination or resolved their outstanding balances.

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

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



## Habitual Violator Process



### Who is a Habitual Violator?

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

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

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

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

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

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

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



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

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

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

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

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

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

**Can someone dispute a toll bill?**

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

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

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

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

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

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

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

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

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



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

**RESOLUTION NO. 22-0XX**

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective February 23, 2022; and

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

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 23<sup>rd</sup> day of February 2022.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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

**Exhibit A**

LIST OF PROHIBITED VEHICLES

(To be provided at the Board Meeting)



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

February 23, 2022  
AGENDA ITEM #6

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Accept the financial statements for  
January 2022

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

**Project Description/Background:** Presentation and acceptance of the financial statements for January 2022.

**Previous Actions & Brief History of the Program/Project:** N/A

**Financing:** N/A

**Action requested/Staff Recommendation:** Accept the financial statements for January 2022.

**Backup provided:** Draft Resolution  
Draft financial statements for January 2022

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

**RESOLUTION NO. 22-0XX**

**ACCEPT THE FINANCIAL STATEMENTS FOR JANUARY 2022**

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 January 2022, and has caused financial statements to be prepared and attached to this resolution as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the financial statements for January 2022, attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 23<sup>rd</sup> day of February 2022.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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

**Exhibit A**

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending January 31, 2022**

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>REVENUE</b>				
<b>Operating Revenue</b>				
Toll Revenue - Tags	105,220,500	66,537,203	63.24%	43,502,700
Video Tolls	31,433,500	25,803,211	82.09%	12,431,159
Fee Revenue	13,921,000	7,857,389	56.44%	5,921,868
<b>Total Operating Revenue</b>	<b>150,575,000</b>	<b>100,197,803</b>	<b>66.54%</b>	<b>61,855,727</b>
<b>Other Revenue</b>				
Interest Income	1,230,764	736,963	59.88%	333,571
Grant Revenue	2,180,000	350,649	16.08%	767,634
Misc Revenue	320,000	138,785	43.37%	35,550
Gain/Loss on Sale of Asset	-	6,568	-	-
<b>Total Other Revenue</b>	<b>3,730,764</b>	<b>1,232,964</b>	<b>33.05%</b>	<b>1,136,756</b>
<b>TOTAL REVENUE</b>	<b>\$154,305,764</b>	<b>\$101,430,767</b>	<b>65.73%</b>	<b>62,992,482</b>
<b>EXPENSES</b>				
<b>Salaries and Benefits</b>				
Salary Expense-Regular	4,940,743	2,217,693	44.89%	2,683,874
Salary Reserve	80,000	-	-	-
TCDRS	1,016,106	455,146	44.79%	379,118
FICA	238,665	103,501	43.37%	106,745
FICA MED	74,643	33,206	44.49%	41,255
Health Insurance Expense	584,978	229,378	39.21%	275,337
Life Insurance Expense	6,714	3,626	54.00%	6,585
Auto Allowance Expense	10,200	5,525	54.17%	5,525
Other Benefits	209,200	94,061	44.96%	139,146
Unemployment Taxes	5,184	10,580	204.09%	4,431
<b>Total Salaries and Benefits</b>	<b>7,166,434</b>	<b>3,152,714</b>	<b>43.99%</b>	<b>3,642,016</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending January 31, 2022**

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Administrative</b>				
<b>Administrative and Office Expenses</b>				
Accounting	9,000	4,996	55.51%	5,929
Auditing	144,550	100,975	69.85%	91,475
Financial Advisors	-	14,400	-	-
Human Resources	30,000	14,473	48.24%	1,795
IT Services	285,000	69,427	24.36%	139,443
Internet	450	-	-	-
Software Licenses	514,500	281,751	54.76%	214,056
Cell Phones	24,800	11,433	46.10%	11,764
Local Telephone Service	105,000	51,720	49.26%	51,943
Overnight Delivery Services	200	57	28.46%	36
Local Delivery Services	50	-	-	12
Copy Machine	16,000	7,632	47.70%	6,360
Repair & Maintenance-General	10,000	2,273	22.73%	1,962
Meeting Expense	13,250	552	4.17%	1,465
Toll Tag Expense	3,000	1,020	34.00%	900
Parking / Local Ride Share	2,750	-	-	29
Mileage Reimbursement	4,800	76	1.58%	87
Insurance Expense	651,000	324,914	49.91%	288,187
Rent Expense	575,000	341,633	59.41%	329,899
Building Parking	11,000	270	2.45%	122
Legal Services	312,500	174,119	55.72%	106,447
<b>Total Administrative and Office Expenses</b>	<b>2,712,850</b>	<b>1,401,721</b>	<b>51.67%</b>	<b>1,251,911</b>
<b>Office Supplies</b>				
Books & Publications	4,250	1,797	42.29%	2,266
Office Supplies	11,000	824	7.49%	3,469
Misc Office Equipment	4,500	732	16.28%	101
Computer Supplies	186,950	27,494	14.71%	36,088
Copy Supplies	1,500	-	-	93
Other Reports-Printing	5,000	-	-	-
Office Supplies-Printed	5,000	171	3.42%	139
Postage Expense	650	288	44.28%	255
<b>Total Office Supplies</b>	<b>218,850</b>	<b>31,307</b>	<b>14.31%</b>	<b>42,411</b>



**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending January 31, 2022**

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Communications and Public Relations</b>				
Graphic Design Services	75,000	-	-	-
Website Maintenance	100,000	26,818	26.82%	23,003
Research Services	275,000	10,109	3.68%	51,623
Communications and Marketing	500,000	12,827	2.57%	72,057
Advertising Expense	800,000	128,265	16.03%	132,042
Direct Mail	85,000	-	-	-
Video Production	179,000	8,820	4.93%	11,520
Photography	10,000	199	1.99%	-
Radio	75,000	-	-	-
Other Public Relations	-	-	-	1,000
Promotional Items	10,000	-	-	1,260
Annual Report printing	5,600	780	13.92%	553
Direct Mail Printing	40,000	-	-	285
Other Communication Expenses	15,000	12,160	81.07%	1,942
<b>Total Communications and Public Relations</b>	<b>2,169,600</b>	<b>199,977</b>	<b>9.22%</b>	<b>295,284</b>
<b>Employee Development</b>				
Subscriptions	50,560	123	0.24%	1,181
Agency Memberships	57,942	36,375	62.78%	39,886
Continuing Education	11,000	334	3.04%	275
Professional Development	14,000	-	-	-
Other Licenses	1,850	554	29.94%	661
Seminars and Conferences	45,500	1,915	4.21%	(7,129)
Travel	89,500	8,567	9.57%	-
<b>Total Employee Development</b>	<b>270,352</b>	<b>47,868</b>	<b>17.71%</b>	<b>34,874</b>
<b>Financing and Banking Fees</b>				
Trustee Fees	60,000	34,038	56.73%	30,100
Bank Fee Expense	2,000	2,103	105.15%	171
Continuing Disclosure	4,000	6,184	154.59%	3,500
Arbitrage Rebate Calculation	10,000	13,967	139.67%	9,975
Rating Agency Expense	50,000	12,000	24.00%	24,500
<b>Total Financing and Banking Fees</b>	<b>126,000</b>	<b>68,291</b>	<b>54.20%</b>	<b>68,246</b>
<b>Total Administrative</b>	<b>5,497,652</b>	<b>1,749,163</b>	<b>31.82%</b>	<b>1,692,727</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending January 31, 2022**

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Operations and Maintenance</b>				
<b>Operations and Maintenance Consulting</b>				
GEC-Trust Indenture Support	521,829	337,393	64.66%	346,610
GEC-Financial Planning Support	243,804	117,562	48.22%	92,844
GEC-Toll Ops Support	1,314,155	453,718	34.53%	108,405
GEC-Roadway Ops Support	1,186,339	405,046	34.14%	381,491
GEC-Technology Support	1,438,856	301,101	20.93%	508,412
GEC-Public Information Support	-	109,904	-	12,460
GEC-General Support	1,473,429	510,041	34.62%	331,113
General System Consultant	1,653,940	623,000	37.67%	223,843
Traffic Modeling	67,000	24,312	36.29%	33,424
Traffic and Revenue Consultant	175,000	279,700	159.83%	101,600
<b>Total Operations and Maintenance Consulting</b>	<b>8,074,352</b>	<b>3,161,776</b>	<b>39.16%</b>	<b>2,140,201</b>
<b>Roadway Operations and Maintenance</b>				
Roadway Maintenance	4,487,800	1,054,267	23.49%	1,348,581
Landscape Maintenance	2,302,400	599,268	26.03%	991,075
Signal & Illumination Maint	50,000	-	-	-
Maintenance Supplies-Roadway	350,000	47,497	13.57%	25,200
Tools & Equipment Expense	25,000	110	0.44%	2,312
Gasoline	30,000	8,485	28.28%	5,538
Repair & Maintenance - Vehicles	10,000	2,843	28.43%	3,803
Natural Gas	2,500	2,975	119.00%	1,393
Electricity - Roadways	250,000	104,008	41.60%	100,773
<b>Total Roadway Operations and Maintenance</b>	<b>7,507,700</b>	<b>1,819,453</b>	<b>24.23%</b>	<b>2,478,674</b>
<b>Toll Processing and Collection Expense</b>				
Image Processing	3,000,000	2,187,592	72.92%	918,406
Tag Collection Fees	6,041,000	5,167,361	85.54%	3,453,751
Court Enforcement Costs	75,000	-	-	-
DMV Lookup Fees	250	-	-	-
<b>Total Processing and Collection Expense</b>	<b>9,116,250</b>	<b>7,354,953</b>	<b>80.68%</b>	<b>4,372,157</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending January 31, 2022**

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Toll Operations Expense</b>				
Generator Fuel	3,000	-	-	-
Fire and Burglar Alarm	500	247	49.35%	247
Refuse	2,200	966	43.90%	845
Water - Irrigation	7,500	3,358	44.77%	2,581
Electricity	500	405	80.91%	440
ETC spare parts expense	50,000	(33,850)	-67.70%	-
Repair & Maintenance Toll Equip	75,000	5,197	6.93%	-
Law Enforcement	450,000	220,455	48.99%	95,952
ETC Maintenance Contract	5,390,000	2,559,096	47.48%	2,075,269
ETC Toll Management Center System Operation	642,852	363,577	56.56%	262,473
ETC Development	1,140,000	265,714	23.31%	639,646
ETC Testing	200,000	-	-	1,687
<b>Total Toll Operations Expense</b>	<b>7,961,552</b>	<b>3,385,164</b>	<b>42.52%</b>	<b>3,079,140</b>
<b>Total Operations and Maintenance</b>	<b>32,659,854</b>	<b>15,721,346</b>	<b>48.14%</b>	<b>12,070,172</b>
<b>Other Expenses</b>				
<b>Special Projects and Contingencies</b>				
HERO	148,000	86,234	58.27%	12,319
Special Projects	150,000	-	-	28,662
71 Express Net Revenue Payment	4,000,000	2,735,391	68.38%	2,066,921
Technology Initiatives	185,000	41,395	22.38%	108,649
Other Contractual Svcs	370,000	122,000	32.97%	315,514
Contingency	300,000	-	-	10,000
<b>Total Special Projects and Contingencies</b>	<b>5,153,000</b>	<b>2,985,019</b>	<b>57.93%</b>	<b>2,542,065</b>
<b>Non Cash Expenses</b>				
Amortization Expense	1,125,000	816,149	72.55%	527,917
Amort Expense - Refund Savings	2,715,425	5,174,082	190.54%	1,121,903
Dep Exp - Furniture & Fixtures	2,614	1,525	58.33%	1,525
Dep Expense - Equipment	2,500	1,458	58.33%	1,458
Dep Expense - Autos & Trucks	43,085	14,649	34.00%	24,328
Dep Expense - Building & Toll Fac	176,748	103,103	58.33%	103,103
Dep Expense - Highways & Bridges	49,342,469	29,529,234	59.85%	20,290,863
Dep Expense - Toll Equipment	4,060,300	2,376,753	58.54%	2,133,735
Dep Expense - Signs	1,202,171	593,000	49.33%	593,000
Dep Expense - Land Improvements	1,163,209	516,212	44.38%	516,212
Depreciation Expense - Computers	192,000	110,297	57.45%	112,504
Undevelopable Projects	-	-	-	4,468,748
<b>Total Non Cash Expenses</b>	<b>60,025,522</b>	<b>39,236,461</b>	<b>65.37%</b>	<b>29,895,294</b>
<b>Total Other Expenses</b>	<b>65,178,522</b>	<b>42,221,480</b>	<b>64.78%</b>	<b>32,437,359</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending January 31, 2022**

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Non Operating Expenses</b>				
Bond Issuance Expense	1,227,474	4,740,802	386.22%	3,546,512
Loan Fee Expense	50,000	14,500	29.00%	28,000
Interest Expense	83,789,516	46,813,766	55.87%	23,986,282
CAMPO RIF Payment	-	5,000,000	-	-
Community Initiatives	57,500	17,550	30.52%	62,050
<b>Total Non Operating Expenses</b>	<b>85,124,490</b>	<b>56,586,618</b>	<b>66.48%</b>	<b>27,622,845</b>
<b>TOTAL EXPENSES</b>	<b>\$195,626,952</b>	<b>\$119,431,322</b>	<b>61.05%</b>	<b>\$77,465,118</b>
<b>Net Income</b>	<b>(\$41,321,188)</b>	<b>(\$18,000,555)</b>		<b>(14,472,636)</b>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
as of January 31, 2022

	as of 01/31/2022		as of 01/31/2021	
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Cash</b>				
Regions Operating Account	\$ 1,141,212		\$ 1,163,371	
Cash in TexStar	540,257		240,171	
Regions Payroll Account	396,338		199,883	
<b>Restricted Cash</b>				
Goldman Sachs FSGF 465	622,264,868		419,055,009	
Restricted Cash - TexSTAR	12,424,169		283,057,708	
Overpayments account	620,089		719,439	
<b>Total Cash and Cash Equivalents</b>		<u>637,386,933</u>		<u>704,435,580</u>
<b>Accounts Receivable</b>				
Accounts Receivable	2,770,089		2,770,089	
Due From Other Agencies	66,264		52,937	
Due From TTA	5,526,893		6,395,304	
Due From NTTA	1,106,422		752,153	
Due From HCTRA	1,488,688		933,728	
Due From TxDOT	-		159,135	
Interest Receivable	2,275,224		97,930	
<b>Total Receivables</b>		<u>13,233,579</u>		<u>11,161,275</u>
<b>Short Term Investments</b>				
Treasuries	317,519,984		-	
Agencies	169,014,056		-	
<b>Total Short Term Investments</b>		<u>486,534,040</u>		<u>-</u>
<b>Total Current Assets</b>		<u>1,137,154,552</u>		<u>715,596,855</u>
<b>Total Construction in Progress</b>		249,837,120		669,771,291
<b>Fixed Assets (Net of Depreciation and Amortization)</b>				
Computers	177,291		366,449	
Computer Software	1,860,542		2,871,850	
Furniture and Fixtures	3,267		5,881	
Equipment	10,665		3,165	
Autos and Trucks	116,112		49,091	
Buildings and Toll Facilities	4,490,663		4,667,411	
Highways and Bridges	1,736,661,885		1,173,195,601	
Toll Equipment	20,119,714		20,739,513	
Signs	13,184,763		13,824,104	
Land Improvements	6,567,991		7,452,925	
Right of way	88,149,606		88,149,606	
Leasehold Improvements	63,938		110,080	
<b>Total Fixed Assets</b>		<u>1,871,406,438</u>		<u>1,311,435,678</u>
<b>Other Assets</b>				
Intangible Assets-Net	173,309,838		136,689,589	
2005 Bond Insurance Costs	3,522,886		3,736,394	
Prepaid Insurance	339,609		364,141	
Deferred Outflows (pension related)	637,414		198,767	
Pension Asset	591,247		896,834	
<b>Total Other Assets</b>		<u>178,400,994</u>		<u>141,885,725</u>
<b>Total Assets</b>		<u><u>\$ 3,436,799,104</u></u>		<u><u>\$ 2,838,689,549</u></u>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of January 31, 2022**

	as of 01/31/2022	as of 01/31/2021
<b>LIABILITIES</b>		
<b>Current Liabilities</b>		
Accounts Payable	\$ 40,512,396	\$ 7,191,479
Construction Payable	7,535,905	17,528,098
Overpayments	623,474	722,663
Interest Payable	19,536,278	8,615,514
Due to other Funds	-	1,687,633
TCDRS Payable	86,051	150,643
Due to other Agencies	1,195	5,269
Due to TTA	751,470	1,423,538
Due to NTTA	92,053	53,731
Due to HCTRA	106,592	67,785
Due to Other Entities	889,407	2,975,798
71E TxDOT Obligation - ST	4,259,082	3,335,522
<b>Total Current Liabilities</b>	74,393,901	43,757,671
<b>Long Term Liabilities</b>		
Compensated Absences	287,164	372,715
Deferred Inflows (pension related)	109,052	164,402
<b>Long Term Payables</b>	396,217	537,118
<b>Bonds Payable</b>		
<b>Senior Lien Revenue Bonds:</b>		
Sr Lien Rev Bonds Paybl	-	-
Senior Lien Revenue Bonds 2005	-	-
Senior Lien Revenue Bonds 2010	84,929,946	78,826,334
Senior Lien Revenue Bonds 2011	18,360,274	18,094,720
Senior Refunding Bonds 2013	3,475,000	7,080,000
Senior Lien Revenue Bonds 2015	10,000,000	298,790,000
Senior Lien Refunding Revenue Bonds 2016	70,790,000	348,295,000
Senior Lien Revenue Bonds 2018	44,345,000	44,345,000
Senior Lien Revenue Bonds 2020A	50,265,000	50,265,000
Senior Lien Refunding Bonds 2020B	55,600,000	56,205,000
Senior Lien Refunding Bonds 2020C	138,435,000	138,435,000
Senior Lien Revenue Bonds 2020E	167,160,000	167,160,000
Senior Lien Revenue Bonds 2021B	255,075,000	-
Senior Lien Refunding Bonds 2021D	274,625,000	-
Senior Lien Refunding Bonds 2021E	335,610,000	-
Sn Lien Rev Bnd Prem/Disc 2013	1,640,024	3,429,142
Sn Lien Revenue Bnd Prem 2015	-	17,686,378
Senior Lien Premium 2016 Revenue Bonds	7,966,754	40,613,555
Sn Lien Revenue Bond Premium 2018	3,260,863	3,527,436
Senior Lien Revenue Bond Premium 2020A	11,402,494	11,602,643
Senior Lien Refunding Bond Premium 2020B	11,994,604	12,529,679
Senior Lien Revenue Bonds Premium 2020E	26,570,667	28,165,792
Senior Lien Revenue Bonds Premium 2021B	53,646,313	-
Senior Lien Refunding Bonds Premium 2021D	44,929,549	-
<b>Total Senior Lien Revenue Bonds</b>	1,670,081,487	1,325,050,678

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of January 31, 2022**

	as of 01/31/2022	as of 01/31/2021
<b>Sub Lien Revenue Bonds:</b>		
Sub Lien Refunding Bonds 2013	2,725,000	5,320,000
Sub Lien Refunding Bonds 2016	72,605,000	73,055,000
Subordinated Lien BANS 2018	-	46,020,000
Sub Lien Refunding Bonds 2020D	98,580,000	99,705,000
Subordinated Lien BANS 2020F	110,875,000	110,875,000
Subordinate Lien Refunding Bonds 2020G	61,570,000	61,570,000
Subordinated Lien BANS 2021C	244,185,000	-
Sub Refunding 2013 Prem/Disc	349,935	731,683
Sub Refunding 2016 Prem/Disc	6,132,422	6,964,346
Sub Lien BANS 2018 Premium	-	485,039
Subordinated Lien BANS 2020F Premium	11,675,022	15,677,887
Subordinated Lien Refunding Bonds Premium 2020G	7,336,541	7,740,513
Sub Lien BANS 2021C Premium	37,424,080	-
<b>Total Sub Lien Revenue Bonds</b>	653,458,001	428,144,467
<b>Other Obligations</b>		
TIFIA Note 2015	-	302,407,359
TIFIA Note 2019	-	52,692
TIFIA Note 2021	307,671,765	-
71E TxDOT Obligation - LT	57,263,411	60,728,211
Regions 2017 MoPAC Note	24,990,900	24,990,900
<b>Total Other Obligations</b>	389,926,076	388,179,161
<b>Total Long Term Liabilities</b>	2,713,861,780	2,141,911,424
<b>Total Liabilities</b>	2,788,255,681	2,185,669,095
<b>NET ASSETS</b>		
Contributed Capital	121,462,104	121,462,104
Net Assets Beginning	545,082,240	546,030,375
Current Year Operations	(18,000,921)	(14,472,026)
<b>Total Net Assets</b>	648,543,424	653,020,453
<b>Total Liabilities and Net Assets</b>	\$ 3,436,799,104	\$ 2,838,689,549

**Central Texas Regional Mobility Authority**  
**Statement of Cash Flow**  
**as of January 2022**

**Cash flows from operating activities:**

Receipts from toll revenues	\$	97,532,808
Receipts from interest income		117,735
Payments to vendors		(28,868,695)
Payments to employees		(3,252,695)
Net cash flows provided by (used in) operating activities		65,529,153

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

2018 BAN Redemption		(5,957,859)
Bond Refunding		110,441,743
Issuance Expense		(4,740,802)
Payments on bonds		(297,190,710)
Interest payments		(73,724,929)
Acquisitions of construction in progress		(113,863,488)
Net cash flows provided by (used in) capital and related financing activities		(385,036,045)

**Cash flows from investing activities:**

Interest Receivable		(1,324,246)
Interest income		2,617,782
Purchase of investments		(296,044,639)
Proceeds from sale or maturity of investments		230,652,418
Net cash flows provided by (used in) investing activities		(62,774,439)
Net increase (decrease) in cash and cash equivalents		(382,281,330)
Cash and cash equivalents at beginning of period		1,019,668,263
Cash and cash equivalents at end of period	\$	637,386,933

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

Operating income	\$	32,150,353
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		34,878,529
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable		(2,565,805)
(Increase) decrease in prepaid expenses and other assets		(176,400)
(Decrease) increase in accounts payable		1,333,144
Increase (decrease) in accrued expenses		(94,328)
(Increase) in deferred outflows of resources		3,660
Total adjustments		33,378,801
Net cash flows provided by (used in) operating activities	\$	65,529,153

**Reconciliation of cash and cash equivalents:**

Unrestricted cash and cash equivalents	\$	87,691,259
Restricted cash and cash equivalents		549,695,674
Total	\$	637,386,933



**INVESTMENTS by FUND**

		Balance January 31, 2022		
Renewal & Replacement Fund				
TexSTAR	1,794.27		TexSTAR	12,964,425.58
Goldman Sachs	130,150.59		Goldman Sachs	614,360,586.60
Agencies/ Treasuries		131,944.86	Agencies & Treasury Notes	486,536,769.84
Grant Fund				\$ 1,113,861,782.02
TexSTAR	454,624.12			
Goldman Sachs	7,183,186.85			
Agencies/ Treasuries	2,444,903.07	10,082,714.04		
<b>Senior Debt Service Reserve Fund</b>				
TexSTAR	728,263.70			
Goldman Sachs	23,434,874.60			
Agencies/ Treasuries	83,368,498.93	107,531,637.23		
2010 Senior Lien Debt Service Account				
Goldman Sachs	60,650.53	60,650.53		
2011 Sr Debt Service Accountt				
Goldman Sachs	311,047.03	311,047.03		
2013 Sr Debt Service Accountt				
Goldman Sachs	304,369.94	304,369.94		
2013 Sub Debt Service Account				
Goldman Sachs	238,775.48	238,775.48		
<b>2013 Sub Debt Service Reserve Fund</b>				
Goldman Sachs	123.27	780,892.25		
TexSTAR	780,768.98			
2015 Sr Debt Service Account				
Goldman Sachs	4,730,727.27	4,730,727.27		
2015 Sr Capitalized Interest				
Goldman Sachs	-	-		
TexSTAR	-			
2016 Sr Lien Rev Refunding Debt Service Account				
Goldman Sachs	1,534,774.52	1,534,774.52		
2016 Sub Lien Rev Refunding Debt Service Account				
Goldman Sachs	371,859.23	371,859.23		
<b>2016 Sub Lien Rev Refunding DSR</b>				
Goldman Sachs	3,553,923.76			
Agencies/ Treasuries	3,423,433.81	6,977,357.57		
Operating Fund				
TexSTAR	540,256.59			
TexSTAR-Trustee	7,402,901.34			
Goldman Sachs	1,476,681.75	9,419,839.68		
Revenue Fund				
Goldman Sachs	6,302,840.94	6,302,840.94		
General Fund				
TexSTAR	880,152.37			
Goldman Sachs	43,693,051.93			
Agencies/ Treasuries	63,911,542.28	108,484,746.58		
71E Revenue Fund				
Goldman Sachs	21,608,273.52	21,608,273.52		
MoPac Revenue Fund				
Goldman Sachs	68,835.39	68,835.39		
MoPac General Fund				
Goldman Sachs	3,595,503.03	3,595,503.03		
MoPac Operating Fund				
Goldman Sachs	2,670,792.45	2,670,792.45		
MoPac Loan Repayment Fund				
Goldman Sachs	4,191,364.21	4,191,364.21		
2015B Project Account				
Goldman Sachs	41,980,356.62			
TexSTAR	349,941.90	42,330,298.52		
2015 TIFIA Project Account				
Goldman Sachs	43,254,675.08			
TexSTAR	695,215.00			
Agencies/ Treasuries	-	43,949,890.08		
2011 Sr Financial Assistance Fund				
Goldman Sachs	3,961,095.81	4,159,752.06		
TexSTAR	198,656.25			
2018 Sr Lien Project Cap I				
Goldman Sachs	1,306,433.88	1,306,433.88		
2018 Sr Lien Project Account				
Goldman Sachs	11,893,260.40			
TexSTAR	931,851.06	12,825,111.46		
2020A Senior Lien Debt Service Account				
Goldman Sachs	209,507.17	209,507.17		
2020 SH 45SW Project Account				
Goldman Sachs	769,440.39	769,440.39		
2020B Senior Lien Debt Service Account				
Goldman Sachs	276,942.07	276,942.07		
2020C Senior Lien Debt Service Account				
Goldman Sachs	315,032.77	315,032.77		
2020D Sub Lien Debt Service Account				
Goldman Sachs	342,523.36	342,523.36		
<b>2020D Sub Debt Service Reserve Fund</b>				
Goldman Sachs	4,186,694.10			
Agencies/ Treasuries	3,912,853.98	8,099,548.08		
2020E Senior Lien Project Account				
Goldman Sachs	51,660,967.04			
Agencies/ Treasuries	99,389,387.83	151,050,354.87		
2020E Senior Lien Project Cap Interest				
Goldman Sachs	25,420,584.98	25,420,584.98		
2020F Sub Lien Project Account				
Goldman Sachs	22,150,743.92			
Agencies/ Treasuries	29,347,658.45	51,498,402.37		
2020F Sub Lien Deb Service Account				
Goldman Sachs	462,132.86	462,132.86		
2020G Sub Lien Debt Service Account				
Goldman Sachs	212,787.41	212,787.41		
<b>2020G Sub Lien Debt Service Reserve Account</b>				
Goldman Sachs	1,976,848.69	1,976,848.69		
<b>2021A Sub Lien Debt Service Reserve Account</b>				
Goldman Sachs	7,188,458.04	7,188,458.04	25,023,104.63	
2021A Sub Debt Service Account				
Goldman Sachs	95.77	95.77		
2021B Senior Lien Cap I Project Fund				
Goldman Sachs	51,835,496.59	51,835,496.59		
2021B Senior Lien Project Account				
Goldman Sachs	130,343,124.92			
Agencies/ Treasuries	99,996,035.33	230,339,160.25		
2021C Sub Lien Cap I Project Fund				
Goldman Sachs	1,327.67	1,327.67		
2021C Sub Lien Project Account				
Goldman Sachs	86,094,039.96			
Agencies/ Treasuries	100,742,456.16	186,836,496.12		
2021C Sub Lien Debt Service Account				
Goldman Sachs	1,017,216.22	1,017,216.22		
2021D Senior Lien Debt Service Account				
Goldman Sachs	974,434.50	974,434.50		
2021E Senior Lien Debt Service Account				
Goldman Sachs	1,064,560.09	1,064,560.09		
		\$ 1,113,861,782.02		

**CTRMA INVESTMENT REPORT**

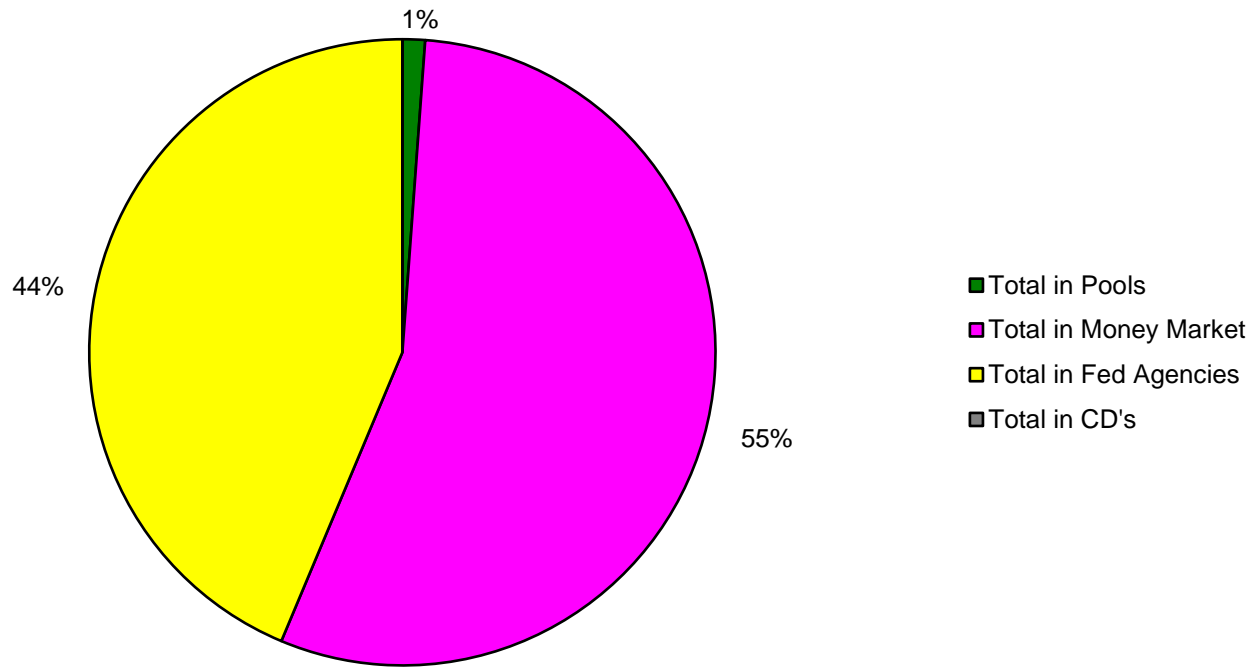
	Month Ending 1/31/2022					Rate January	
	Balance 1/1/2022	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 1/31/2022
<b>Amount in Trustee TexStar</b>							
2011 Sr Lien Financial Assist Fund	198,654.64			1.61		198,656.25	0.0100%
2013 Sub Lien Debt Service Reserve	780,762.41			6.57		780,768.98	0.0100%
General Fund	880,144.93			7.44		880,152.37	0.0100%
Trustee Operating Fund	6,402,845.86	3,000,000.00		55.48	2,000,000.00	7,402,901.34	0.0100%
Renewal and Replacement	1,794.27			0.00		1,794.27	0.0100%
Grant Fund	454,620.34			3.78		454,624.12	0.0100%
Senior Lien Debt Service Reserve Fund	728,257.50			6.20		728,263.70	0.0100%
2015A Sr Ln Project Cap Interest	1,224.29			0.00	1,224.29	0.00	0.0100%
2015B Sr Ln Project	349,938.86			3.04		349,941.90	0.0100%
2015C TIFIA Project	695,209.11			5.89		695,215.00	0.0100%
2018 Sr Lien Project Account	931,843.06			8.00		931,851.06	0.0100%
	<b>11,425,295.27</b>	<b>3,000,000.00</b>		<b>98.01</b>	<b>2,001,224.29</b>	<b>12,424,168.99</b>	
<b>Amount in TexStar Operating Fund</b>							
	<b>2,040,248.42</b>	<b>2,000,000.00</b>		<b>8.17</b>	<b>3,500,000.00</b>	<b>540,256.59</b>	<b>0.0100%</b>
<b>Goldman Sachs</b>							
Operating Fund	1,507,464.35	3,008,795.11		31.32	3,039,609.03	1,476,681.75	0.0300%
2020 SH 45SW Project Account	769,539.33			17.06	116.00	769,440.39	0.0300%
2020A Senior Lien Debt Service Account	1,256,682.84	209,423.57		25.76	1,256,625.00	209,507.17	0.0300%
2020B Senior Lien Debt Service Account	1,966,134.68	276,791.59		40.80	1,966,025.00	276,942.07	0.0300%
2020C Senior Lien Debt Service Account	1,889,655.09	314,907.07		38.73	1,889,568.12	315,032.77	0.0300%
2020D Sub Lien Debt Service Account	2,616,594.74	342,312.67		54.57	2,616,438.62	342,523.36	0.0300%
2020D Sub Debt Service Reserve Fund	4,186,601.30			92.80		4,186,694.10	0.0300%
2020E Sr Lien Project Account	51,659,823.82			1,143.22		51,660,967.04	0.0300%
2020E Sr Ln Project Cap Interest	29,138,639.12			645.86	3,718,700.00	25,420,584.98	0.0300%
2020E Sr Lien Debt Service Account	0.00	3,718,700.00		0.00	3,718,700.00	0.00	0.0300%
2020F Sub Lien Project Account	25,669,162.28			611.04	3,519,029.40	22,150,743.92	0.0300%
2020F Sub Lien Debt Service Account	2,772,002.61	461,948.43		56.82	2,771,875.00	462,132.86	0.0300%
2020G Sub Lien Debt Service Account	1,276,358.73	212,702.52		26.16	1,276,300.00	212,787.41	0.0300%
2020G Sub Debt Service Reserve Fund	1,880,944.43	95,863.53		40.73		1,976,848.69	0.0300%
2021A Sub Debt Service Reserve Fund	6,640,525.43	547,787.33		145.28		7,188,458.04	0.0300%
2021A Sub Debt Service Account	95.77			0.00		95.77	0.0300%
2021B Senior Lien Cap I Project Fund	57,701,117.65			1,278.94	5,866,900.00	51,835,496.59	0.0300%
2021B Senior Lien Project Account	130,371,939.64			2,901.28	31,716.00	130,343,124.92	0.0300%
2021B Senior Lien Cap I Debt Service Account	0.00	5,866,900.00		0.00	5,866,900.00	0.00	0.0300%
2021C Sub Lien Cap I Project Fund	6,105,817.33			135.34	6,104,625.00	1,327.67	0.0300%
2021C Sub Lien Project Account	86,484,095.29			2,014.09	392,069.42	86,094,039.96	0.0300%
2021C Sub Lien Debt Service Account	0.00	1,017,216.22		0.00		1,017,216.22	0.0300%
2021C Sub Lien Cap I Debt Service Account	0.00	6,104,625.00		0.00	6,104,625.00	0.00	0.0300%
2021D Senior Lien Debt Service Account	2,025,438.73	974,388.10		34.76	2,025,427.09	974,434.50	0.0300%
2021E Senior Lien Debt Service Account	6,917,176.97	1,064,401.67		118.70	6,917,137.25	1,064,560.09	0.0300%
2011 Sr Financial Assistance Fund	4,348,990.57			105.24	388,000.00	3,961,095.81	0.0300%
2010 Senior DSF	60,649.19			1.34		60,650.53	0.0300%
2011 Senior Lien Debt Service Account	885,213.58	310,813.91		19.54	885,000.00	311,047.03	0.0300%
2013 Senior Lien Debt Service Account	3,782,288.40	304,001.01		80.53	3,782,000.00	304,369.94	0.0300%
2013 Sub Debt Service Reserve Fund	123.27			0.00		123.27	0.0300%
2013 Subordinate Debt Service Account	2,728,347.48	238,369.91		58.09	2,728,000.00	238,775.48	0.0300%
2015A Sr Lien Debt Service Account	4,979,392.61	1,224.29		110.37	250,000.00	4,730,727.27	0.0300%
2015A Sr Ln Project Cap Interest	0.00	1,224.29		0.00	1,224.29	0.00	0.0300%
2015B Project Account	41,979,426.15			930.47		41,980,356.62	0.0300%
2015C TIFIA Project Account	44,554,722.89			991.33	1,301,039.14	43,254,675.08	0.0300%
2016 Sr Lien Rev Refunding Debt Service Account	12,411,827.98	1,534,348.85		241.44	12,411,643.75	1,534,774.52	0.0300%
2016 Sub Lien Rev Refunding Debt Service Account	2,104,492.56	371,704.41		43.51	2,104,381.25	371,859.23	0.0300%
2016 Sub Lien Rev Refunding DSR	3,553,844.99			78.77		3,553,923.76	0.0300%
2018 Sr Lien Project Cap I	2,415,005.35			53.53	1,108,625.00	1,306,433.88	0.0300%
2018 Sr Lien Project Cap I Debt Service Account	0.00	1,108,625.00		0.00	1,108,625.00	0.00	0.0300%
2018 Sr Lien Project Account	11,686,875.00	287,188.38		259.15	81,062.13	11,893,260.40	0.0300%
Grant Fund	7,183,027.64			159.21		7,183,186.85	0.0300%
Renewal and Replacement	179,147.03			4.09	49,000.53	130,150.59	0.0300%
Revenue Fund	6,439,413.36	14,344,613.49		160.99	14,481,346.90	6,302,840.94	0.0300%
General Fund	42,163,109.79	1,694,584.75		773.92	165,416.53	43,693,051.93	0.0300%
Senior Lien Debt Service Reserve Fund	23,434,355.18			519.42		23,434,874.60	0.0300%
71E Revenue Fund	20,783,063.88	945,241.64		443.00	120,475.00	21,608,273.52	0.0300%
MoPac Revenue Fund	821,115.15	890,801.25		4.33	1,643,085.34	68,835.39	0.0300%
MoPac General Fund	4,158,707.50			127.91	563,332.38	3,595,503.03	0.0300%
MoPac Operating Fund	2,935,604.93			65.41	264,877.89	2,670,792.45	0.0300%
MoPac Loan Repayment Fund	2,082,575.00	2,108,781.69		7.52		4,191,364.21	0.0300%
	<b>668,507,129.61</b>	<b>48,358,285.68</b>		<b>14,692.37</b>	<b>102,519,521.06</b>	<b>614,360,586.60</b>	
<b>Amount in Fed Agencies and Treasuries</b>							
Amortized Principal	487,062,540.55		(525,770.71)	0.00		486,536,769.84	
	487,062,540.55	0.00	(525,770.71)	0.00	0.00	486,536,769.84	
<b>Certificates of Deposit</b>							
<b>Total in Pools</b>	13,465,543.69	5,000,000.00		106.18	5,501,224.29	12,964,425.58	
<b>Total in GS FSGF</b>	668,507,129.61	48,358,285.68		14,692.37	102,519,521.06	614,360,586.60	
<b>Total in Fed Agencies and Treasuries</b>	487,062,540.55	0.00	(525,770.71)	0.00	0.00	486,536,769.84	
<b>Total Invested</b>	<b>1,169,035,213.85</b>	<b>53,358,285.68</b>		<b>14,798.55</b>	<b>108,020,745.35</b>	<b>1,113,861,782.02</b>	

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

Mary Temple, Controller

1/31/2022

## Allocation of Funds



Amount of Investments As of January 31, 2022

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Treasury	912828J76B	3,969,623.85	3,912,853.98	3,911,409.81	0.9787%	3/9/2021	3/31/2022	2020D Sub DSR
Treasury	912828J76	3,473,102.91	3,423,433.81	3,422,170.29	0.9787%	3/9/2021	3/31/2022	2016 Sub DSR
Treasury	912828J76E	80,375,344.30	79,225,890.72	79,196,649.84	0.9787%	3/9/2021	3/31/2022	2020E Sr Project
Treasury	912828J76D	74,433,372.42	73,368,895.40	73,341,816.24	0.9787%	3/9/2021	3/31/2022	Sr Lien DSR
Treasury	912828J76A	29,773,450.70	29,347,658.45	29,336,826.75	0.9787%	3/9/2021	3/31/2022	2020F Sub Project
Treasury	912828J76C	49,622,078.65	48,912,429.78	48,894,377.07	0.9787%	3/9/2021	3/31/2022	General Fund
Treasury	912828XW5	79,783,880.00	79,328,822.23	79,193,967.60	0.0529%	9/24/2021	6/30/2022	2021C Sr Project
Agency - Federal Home Loan Bank	313385UQ7	14,997,337.50	14,999,112.50	14,997,900.00	0.0360%	9/24/2021	3/23/2022	General Fund
Agency - Federal Home Loan Bank	313379Q69	20,294,294.80	20,163,497.11	20,122,200.00	0.0550%	9/24/2021	6/10/2022	2020E Sr Project
Agency - Federal Home Loan Bank	313379Q69a	21,552,541.08	21,413,633.93	21,369,776.40	0.0550%	9/24/2021	6/10/2022	2021C Sub Project
Agency - Federal Farm Credit	3133EM5T5	2,444,854.60	2,444,903.07	2,439,694.35	0.0076%	9/24/2021	9/21/2022	Grant Fund
Agency - Federal Farm Credit	3133EM5T5a	9,999,405.30	9,999,603.53	9,978,300.00	0.0076%	9/24/2021	9/21/2022	Sr Lien DSR
Agency - Federal Farm Credit	3133EM5T5b	99,994,053.00	99,996,035.33	99,783,000.00	0.0076%	9/24/2021	9/21/2022	2021B Sr Project
		<u>490,713,339.11</u>	<u>486,536,769.84</u>	<u>485,988,088.35</u>				

Agency	CUSIP #	COST	Cummulative Amortization	Book Value	Maturity Value	Interest Income		
						Accrued Interest	Amortization	Interest Earned
Treasury	912828J76B	3,969,623.85	(56,769.87)	3,912,853.98	3,901,500.00	5,689.69	(5,676.99)	12.70
Treasury	912828J76	3,473,102.91	(49,669.09)	3,423,433.82	3,413,500.00	4,978.02	(4,966.91)	11.11
Treasury	912828J76E	80,375,344.30	(1,149,453.58)	79,225,890.72	78,996,000.00	115,202.50	(114,945.36)	257.14
Treasury	912828J76D	74,433,372.42	(1,064,477.02)	73,368,895.40	73,156,000.00	106,685.83	(106,447.70)	238.13
Treasury	912828J76A	29,773,450.70	(425,792.25)	29,347,658.45	29,262,500.00	42,674.48	(42,579.22)	95.26
Treasury	912828J76C	49,622,078.65	(709,648.87)	48,912,429.78	48,770,500.00	71,123.65	(70,964.89)	158.76
Treasury	912828XW5	79,783,880.00	(455,057.78)	79,328,822.22	78,760,000.00	114,858.33	(113,764.44)	1,093.89
Agency - Federal Home Loan Bank	313385UQ7	14,997,337.50	1,775.00	14,999,112.50	15,000,000.00	-	1,126.20	1,126.20
Agency - Federal Home Loan Bank	313379Q69	20,294,294.80	(130,797.69)	20,163,497.11	20,000,000.00	35,416.67	(32,699.42)	2,717.25
Agency - Federal Home Loan Bank	313379Q69a	21,552,541.08	(138,907.15)	21,413,633.93	21,240,000.00	37,612.50	(34,726.79)	2,885.71
Agency - Federal Farm Credit	3133EM5T5	2,444,854.60	48.47	2,444,903.07	2,445,000.00	142.62	12.12	154.74
Agency - Federal Farm Credit	3133EM5T5a	9,999,405.30	198.23	9,999,603.53	10,000,000.00	583.33	(632.89)	(49.56)
Agency - Federal Farm Credit	3133EM5T5b	99,994,053.00	1,982.33	99,996,035.33	100,000,000.00	5,833.34	495.58	6,328.92
		<u>490,713,339.11</u>	<u>(4,176,569.27)</u>	<u>486,536,769.84</u>	<u>484,945,000.00</u>	<u>540,800.96</u>	<u>(525,770.71)</u>	<u>15,030.25</u>

## ESCROW FUNDS

### Travis County Escrow Fund - Elroy Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>1/1/2022</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>1/31/2022</u>
Goldman Sachs	6,715,041.28		166.46	422,858.90	6,292,348.84

### Travis County Escrow Fund - Ross Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>1/1/2022</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>1/31/2022</u>
Goldman Sachs	44,095.10		1.10	11,878.80	32,217.40

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

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>1/1/2022</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>1/31/2022</u>
Goldman Sachs	61,816.46		1.39	1,683.49	60,134.36

### Travis County Escrow Fund - Old Lockhart Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>1/1/2022</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>1/31/2022</u>
Goldman Sachs	255,098.43		5.66	657.69	254,446.40

### Travis County Escrow Fund - County Line Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>1/1/2022</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>1/31/2022</u>
Goldman Sachs	419,985.48		9.40	6,616.75	413,378.13

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

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>1/1/2022</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>1/31/2022</u>
Goldman Sachs	353,503.23		7.85	1,971.98	351,539.10

### Travis County Escrow Fund - Thaxton Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>1/1/2022</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>1/31/2022</u>
Goldman Sachs	157,894.74		3.47	657.69	157,240.52

### Travis County Escrow Fund - Pearce Lane Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>1/1/2022</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>1/31/2022</u>
Goldman Sachs	345,234.46		7.67	2,265.82	342,976.31



### PERFORMANCE

#### As of January 31, 2022

Current Invested Balance	\$9,399,813,099.48
Weighted Average Maturity (1)	30 Days
Weighted Average Life (2)	36 Days
Net Asset Value	0.999923
Total Number of Participants	977
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$525,559.59
Management Fee Collected	\$447,147.78
% of Portfolio Invested Beyond 1 Year	0.00%
Standard & Poor's Current Rating	AAAm

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

#### January Averages

Average Invested Balance	\$9,232,358,170.85
Average Monthly Yield, on a simple basis	0.0100%
Average Weighted Maturity (1)	31 Days
Average Weighted Life (2)	38 Days

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

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

The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be 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.

### HOLIDAY REMINDER

In observance of President's Day, **TexSTAR will be closed Monday, February 21, 2022.** All ACH transactions initiated on Friday, February 18th will settle on Tuesday, February 22nd.

### ECONOMIC COMMENTARY

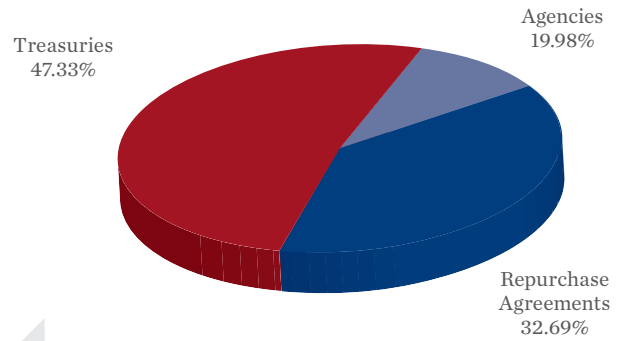
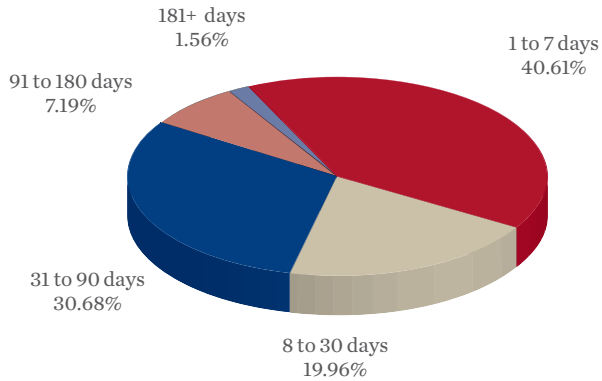
#### Market review

January was a volatile month, as uncertainty on the pace of the Federal Reserve's (Fed's) monetary policy going forward and escalating political tensions between Ukraine and Russia startled investors. U.S. Treasury yields increased on the back of a more hawkish tone from the Fed and strong employment data for December. US equity markets experienced a substantial selloff with the S&P 500 down as much as -9.2% before ending down -5.2%. The Treasury bill curve ended the month steeper, with the three-month T-bill yield up 15 basis points (bps) to 0.18% and the 12-month T-bill yield up 40 bps to end at 0.77%. The 2-year Treasury yield ended up 45 bps to 1.18%. The release of 4Q2021 real GDP data showed the economy expanded at a 6.9% annual rate in the fourth quarter, above the consensus estimate, reaccelerating from the third quarter slowdown. This brings the 2021 GDP growth rate to a 37-year high of 5.7%. Strength was led by strong consumer spending, non-residential fixed investment, export growth, and strong inventory investment particularly among motor vehicle dealers.

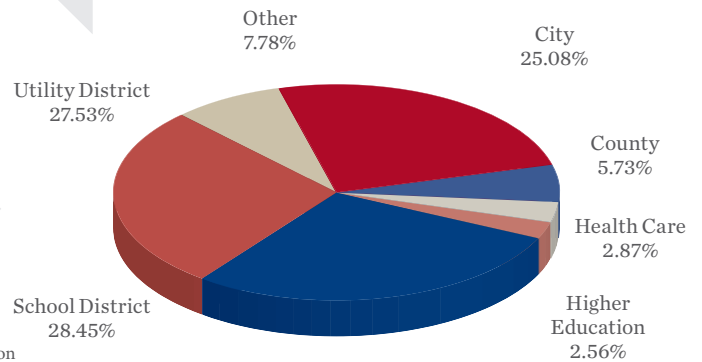
As we entered the year, the negative effects of the Omicron variant became clear as major service sectors were hit. Airline travel and restaurant table reservations were down, and industries across the country suffered from staff shortages due to workers calling in sick. Despite having milder symptoms than previous variants, the recent Omicron wave has inflicted further pain on global supply chains, dampening GDP growth. Most recently, January flash PMIs showed the impact of Omicron on the manufacturing and services sectors, with their respective PMIs falling 2.7 and 2.6 points from December. Inflation pressures continued, with the headline PCE price index rising +5.8% year-on-year (y/y) in December. The core PCE deflator also rose to +4.9% y/y. The December CPI report showed consumer prices rose at their fastest pace in 40 years as vehicle prices, owner's equivalent rate and broad goods prices continued to accelerate. Headline CPI was in line with expectations at +7.0% y/y, while Core CPI rose 5.5% y/y. As 2022 progresses, we should see a significant moderation in inflation as supply chain issues ease, energy prices cool and the reopening categories stabilize. Despite the Omicron surge and related business closures, the U.S. economy saw significant hiring growth in the final months of last year and in January, with surging wages adding further pressure on the Fed to raise interest rates. *(continued page 4)*

## INFORMATION AT A GLANCE

### PORTFOLIO BY TYPE OF INVESTMENT AS OF JANUARY 31, 2022



### DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF JANUARY 31, 2022



(1) Portfolio by Maturity is calculated using WAM (1) definition for stated maturity. See page 1 for definition

## HISTORICAL PROGRAM INFORMATION

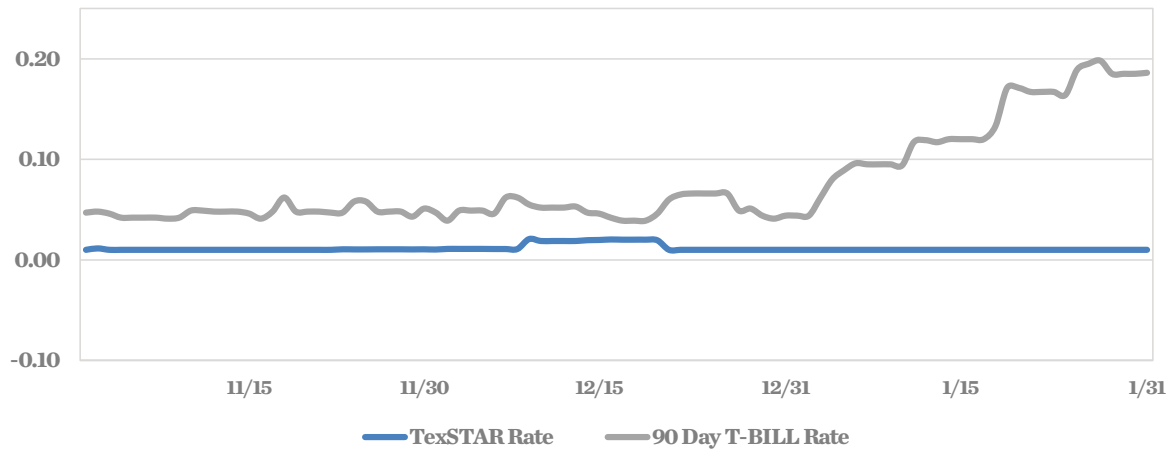
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Jan 22	0.0100%	\$9,399,813,099.48	\$9,399,092,954.95	0.999923	31	38	977
Dec 21	0.0139%	8,763,539,414.27	8,763,577,847.71	1.000011	40	52	977
Nov 21	0.0102%	8,132,746,877.26	8,133,007,416.80	1.000032	47	62	965
Oct 21	0.0100%	8,641,191,692.82	8,641,540,291.95	1.000040	41	58	963
Sep 21	0.0100%	9,019,799,096.23	9,020,390,786.23	1.000065	43	62	958
Aug 21	0.0100%	8,945,411,473.29	8,945,978,474.21	1.000063	52	74	955
Jul 21	0.0100%	9,139,785,043.86	9,140,404,119.19	1.000071	41	68	949
Jun 21	0.0100%	9,172,985,137.74	9,173,600,615.43	1.000084	40	71	943
May 21	0.0100%	9,216,832,522.03	9,217,901,991.74	1.000116	46	82	938
Apr 21	0.0113%	8,986,711,365.42	8,987,836,525.94	1.000131	40	78	936
Mar 21	0.0216%	9,103,231,627.43	9,104,638,524.44	1.000154	47	86	935
Feb 21	0.0334%	9,576,230,496.50	9,577,678,764.35	1.000151	46	87	934

## PORTFOLIO ASSET SUMMARY AS OF JANUARY 31, 2022

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 508.01	\$ 508.01
Accrual of Interest Income	4,031,764.04	4,031,764.04
Interest and Management Fees Payable	(538,413.86)	(538,413.86)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	3,071,802,999.57	3,071,802,999.57
Government Securities	6,324,516,241.72	6,323,796,097.19
<b>TOTAL</b>	<b>\$ 9,399,813,099.48</b>	<b>\$ 9,399,092,954.95</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

## TEXSTAR VERSUS 90-DAY TREASURY BILL



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment of \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consists of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-Day T-Bill. The TexSTAR yield is calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

### DAILY SUMMARY FOR JANUARY 2022

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
1/1/2022	0.0100%	0.000000274	\$8,763,539,414.27	1.000011	31	41
1/2/2022	0.0100%	0.000000274	\$8,763,539,414.27	1.000011	31	41
1/3/2022	0.0100%	0.000000274	\$8,769,441,805.51	1.000002	33	42
1/4/2022	0.0100%	0.000000274	\$8,792,809,338.35	0.999993	32	41
1/5/2022	0.0100%	0.000000274	\$9,177,526,989.00	0.999986	31	39
1/6/2022	0.0100%	0.000000274	\$9,089,432,027.10	0.999983	31	40
1/7/2022	0.0100%	0.000000274	\$9,049,615,043.79	0.999979	30	38
1/8/2022	0.0100%	0.000000274	\$9,049,615,043.79	0.999979	30	38
1/9/2022	0.0100%	0.000000274	\$9,049,615,043.79	0.999979	30	38
1/10/2022	0.0100%	0.000000274	\$9,157,283,469.35	0.999975	29	37
1/11/2022	0.0100%	0.000000274	\$9,317,070,257.74	0.999968	31	39
1/12/2022	0.0100%	0.000000274	\$9,331,894,921.50	0.999964	30	38
1/13/2022	0.0100%	0.000000274	\$9,242,619,976.71	0.999962	33	41
1/14/2022	0.0100%	0.000000274	\$9,281,491,288.76	0.999959	31	39
1/15/2022	0.0100%	0.000000274	\$9,281,491,288.76	0.999959	31	39
1/16/2022	0.0100%	0.000000274	\$9,281,491,288.76	0.999959	31	39
1/17/2022	0.0100%	0.000000274	\$9,281,491,288.76	0.999959	31	39
1/18/2022	0.0100%	0.000000274	\$9,245,027,313.44	0.999942	31	38
1/19/2022	0.0100%	0.000000274	\$9,260,881,368.04	0.999944	31	39
1/20/2022	0.0100%	0.000000274	\$9,320,834,996.13	0.999944	30	38
1/21/2022	0.0100%	0.000000274	\$9,294,980,703.23	0.999949	30	37
1/22/2022	0.0100%	0.000000274	\$9,294,980,703.23	0.999949	30	37
1/23/2022	0.0100%	0.000000274	\$9,294,980,703.23	0.999949	30	37
1/24/2022	0.0100%	0.000000274	\$9,376,101,715.01	0.999947	31	38
1/25/2022	0.0100%	0.000000274	\$9,476,949,732.25	0.999943	31	37
1/26/2022	0.0100%	0.000000274	\$9,659,664,926.90	0.999939	29	36
1/27/2022	0.0100%	0.000000274	\$9,521,875,119.00	0.999929	32	39
1/28/2022	0.0100%	0.000000274	\$9,459,015,005.41	0.999931	30	37
1/29/2022	0.0100%	0.000000274	\$9,459,015,005.41	0.999931	30	37
1/30/2022	0.0100%	0.000000274	\$9,459,015,005.41	0.999931	30	37
1/31/2022	0.0100%	0.000000274	\$9,399,813,099.48	0.999923	30	36
<b>Average</b>	<b>0.0100%</b>	<b>0.000000274</b>	<b>\$9,232,358,170.85</b>		<b>31</b>	<b>38</b>





## *ECONOMIC COMMENTARY (cont.)*

The January employment report came in much better than expected with total nonfarm payrolls increasing by 467K versus 125K expected. December also saw a strong upward revision from 199K to 510K nonfarm payrolls added. Job growth was widespread, with notable gains in leisure and hospitality, professional and business services, retail trade, and transportation and warehousing. Retail and services sectors saw significant job gains despite the end of the holiday season, as employers, wary of labor shortages, may have converted more seasonal workers into full-time employees. The unemployment rate ticked higher to 4.0% while the labor force participation rate jumped to 62.2% from 61.9%. Wage growth was particularly strong for a month where many workers normally see an annual salary bump and may have seen a larger than average gain this year, with average hourly earnings higher 0.7% m/m and a whopping 5.7% higher from a year ago.

The Fed kept rates unchanged at its January Federal Open Market Committee (FOMC) meeting with the fed funds target rate at a range of 0.00%-0.25%, a move that was widely anticipated. Given persistent elevated inflation and falling unemployment, the committee now expects it will “soon” be appropriate to raise the fed funds rate, paving the way for the first rate hike at its March meeting. More noteworthy, at the press conference, Chair Powell delivered a more hawkish message than the market anticipated. When asked if the Fed would only hike every other meeting (as occurred in the last hiking cycle that began in 2015), Powell responded that “the economy is now much stronger, the labor market is far stronger, inflation is running well above our 2% target, much higher than it was at that time; and these differences are likely to have important implications for the appropriate pace of policy adjustments.” He stressed that the magnitude and pace of rate hikes are still uncertain, leaving the door open for the possibility of faster and larger rate hikes than expected.

On the balance sheet, the Fed seems set to begin reducing its size (quantitative tightening) shortly after raising rates. It appears that all options for tightening monetary policy are on the table. Rampant inflation is behind this dialing up of hawkish rhetoric. The labor market is strong and wages are increasing as the shortage of workers seems like it will persist. Supply chains are still disjointed, adding to inflationary pressures.

### **Outlook**

The economic momentum and Fed policy accommodation of the last year-and-a-half are fading. We continue to believe that underlying economic growth will be strong this year, although Omicron clearly disrupted economic activity at the start of 2022, with both airline traffic and restaurant bookings dipping. We expect improvement in February as the economy moves past the latest pandemic wave; it will still be experiencing a chronic excess demand for labor. This will contribute to continued inflation pressure and likely keep the Fed in a more hawkish stance. It is looking increasingly likely that 2022 will see not just the end of Fed bond purchases and increases in short-term interest rates but also the first steps by the Fed to reduce its swollen balance sheet. On fiscal policy, negotiations between the White House and Senator Manchin appear to have stalled. The enhancements to the child tax credit, earning income tax credit and dependent care tax credit have all expired and, even if they are renewed, it is likely to be in a very watered-down form. The Administration would very much like to pass some version of the Build Back Better bill and there continues to be a possibility of higher taxes on corporations and very wealthy individuals. However, major fiscal stimulus has ended.

With the Omicron drag and a sudden cutoff of fiscal stimulus, we expect real economic growth to slow from 6.9% in the fourth quarter to just 2% in the first quarter of 2022 before rebounding to average about 3% over the rest of the year. Growth should be helped by a similar post-Covid recovery in the rest of the world, as well as pent-up demand for consumer goods and strong capital spending. Shelter and wage inflation are showing enough signs of persistence that even after transitory factors fade, it is becoming increasingly clear that inflation will remain far above the Fed’s mandate for longer than previously expected, and when it does moderate, it will likely be at levels that remain above 2% on Core PCE. Given the robust inflation and labor market backdrop, we believe the Fed will hike rates five times in 2022 starting in March and should continue hiking rates in 2024. We also expect the Fed to develop a balance sheet normalization plan by mid-year and begin the rundown by Q3 at a pace that could shrink the balance sheet through reinvestment caps at a pace of approximately \$1 trillion per year.



*ECONOMIC COMMENTARY (cont.)*

Overall, investors should be prepared for an active Fed over the next couple of years. While January’s FOMC meeting could be viewed as somewhat hawkish, risks to the outlook remain: a more pronounced slowdown in China, escalating geopolitical tensions, and heightened market volatility are likely to keep the Fed flexible in its path towards tighter policy.

This information is an excerpt from an economic report dated January 2022 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

## TEXSTAR BOARD MEMBERS

Monte Mercer	North Central TX Council of Government	Governing Board President
David Pate	Richardson ISD	Governing Board Vice President
Anita Cothran	City of Frisco	Governing Board Treasurer
David Medanich	Hilltop Securities	Governing Board Secretary
Jennifer Novak	J.P. Morgan Asset Management	Governing Board Asst. Sec./Treas
Brett Starr	City of Irving	Advisory Board
James Mauldin	DFW Airport/Non-Participant	Advisory Board
Sandra Newby	Tarrant Regional Water Dist/Non-Participant	Advisory Board
Eric Cannon	Qualified 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 717 N. Hardwood Street, Suite 3400, Dallas, TX 75201, (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**

February 23, 2022  
**AGENDA ITEM #7**

---

Discuss and consider approving  
Supplement No. 4 to Work  
Authorization No. 13 with Kapsch  
TrafficCom USA Inc. for fiber optic  
infrastructure on the 183 South  
Project

Strategic Plan Relevance: Regional Mobility  
Department: Operations  
Contact: Tracie Brown, Director of Operations  
Associated Costs: Amount not to exceed: \$117,435.98  
Funding Source: Project Contingency  
Action Requested: Consider and act on draft resolution

**Project Description/Background:** This supplement to the work authorization compensates the Toll System Integrator for installing an additional 144 strand single mode fiber run on the 183 South Project. This additional installation provides a redundancy in communications for Mobility Authority corridor technology; the infrastructure backbone for seamless future expansion of such technology; and the opportunity for TxDOT to expand its future ITS network as applicable. This additional fee will increase the not to exceed value for Work Authorization No. 13 to \$13,739,251.98.

**Previous Actions & Brief History of the Program/Project:** On August 29, 2015, the Board approved work Authorization No. 13 with Kapsch TrafficCom for 183S Toll System Integration Services. In June 2017, Supplement No. 1 to Work Authorization No. 13 was approved. On September 6, 2017, the Board approved Supplement No. 2 to Work Authorization No. 13. On October 27, 2021, the Board approved Supplement No. 3 to Work Authorization No. 13, increasing the previously executed not to exceed value to \$13,621,816.

**Financing:** Project Contingency

**Action requested/Staff Recommendation:** Staff recommends the Board approve this

Supplement No. 4 to Work Authorization No. 13 with Kapsch TrafficCom.

**Backup provided:**

Draft Resolution

Draft Supplement No. 4 to Work Authorization No. 13

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

**RESOLUTION NO. 22-0XX**

**APPROVE SUPPLEMENT NO. 4 TO WORK AUTHORIZATION NO. 13  
WITH KAPSCH TRAFFICCOM USA, INC. FOR FIBER OPTIC  
INFRASTRUCTURE ON THE 183 SOUTH PROJECT**

WHEREAS, by Resolution No. 15-044, dated August 29, 2015, the Board approved Work Authorization No. 13 with Kapsch TrafficCom USA, Inc. (Kapsch) for toll system integration services for the Bergstrom Expressway (183 South) Project; and

WHEREAS, by Resolution No. 21-063, dated October 27, 2021, the Board approved Supplement No. 3 to Work Authorization No. 13 in the amount of \$284,245 to fund additional software licenses for tolling infrastructure on the 183 South Project which increased the total not to exceed amount for Work Authorization No. 13 to \$13,621,816; and

WHEREAS, the Executive Director and Kapsch have negotiated draft Supplement No. 4 to Work Authorization No. 13 in the amount of \$117,435.98 for the installation of an 144 strand single mode fiber run on the 183 South Project which increases the total not to exceed amount for Work Authorization No. 13 to \$13,739,251.98; and

WHEREAS, this additional fiber optic infrastructure provides a redundancy in communications for 183 South corridor technology and acts as the infrastructure backbone for future expansion of Mobility Authority and Texas Department of Transportation intelligent transportation systems along the corridor; and

WHEREAS, the Executive Director recommends the Board approve Supplement No. 4 to Work Authorization No. 13 in the form or substantially the same form as attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves Supplement No. 4 to Work Authorization No. 13 in an amount not to exceed \$117,435.98 for the installation of an additional 144 strand single mode fiber run on the 183 South Project 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 23<sup>rd</sup> day of February 2022.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

---

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

**Exhibit A**

**SUPPLEMENTAL WORK AUTHORIZATION NO. 4**  
**TO WORK AUTHORIZATION NO. 13**  
**CONTRACT FOR TOLL COLLECTION AND INTELLIGENT TRANSPORTATION**  
**SYSTEMS IMPLEMENTATION**

**THIS SUPPLEMENTAL WORK AUTHORIZATION** 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 “Mobility Authority”), and Kapsch TrafficCom Transportation NA, Inc. (the Contractor).

The following terms and conditions of Work Authorization No. 13 are hereby amended as follows:

**PART I.** This Contractor will support the Mobility Authority’s request for fiber connectivity between 183 South and the 290 Toll by installing an additional 144 strand single mode fiber run along the 183 South corridor. This installation provides a redundancy in communications for Mobility Authority corridor technology, infrastructure backbone for seamless future expansion across Mobility Authority corridors, and provides for an enhanced communications network amongst regional partners.

**PART II.** Part II is modified to increase the maximum payable by **\$117,435.98**. The revised maximum payable is increased from \$13,621,816.00 to **\$13,739,251.98**. The amended increased cost is included in Attachment B, Fee, which is attached and made a part of this Supplemental Work Authorization. This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 13 not hereby amended are to remain in full force and effect.

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

**THE CONTRACTOR**

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

**Mark Stewart**  
\_\_\_\_\_  
(Printed Name)

**Operations Manager**  
\_\_\_\_\_  
(Title)

**February 2, 2022**  
\_\_\_\_\_  
(Date)

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

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

**James Bass**  
\_\_\_\_\_  
(Printed Name)

**Executive Director**  
\_\_\_\_\_  
(Title)

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

## **ATTACHMENT A**

### **SCOPE**

This supplement to the work authorization compensates the Toll System Integrator for installing an additional 144 stand single mode fiber run along the 183 South corridor. This installation was requested by the Mobility Authority and provides a redundancy in communications for Mobility Authority corridor technology, infrastructure backbone for seamless future expansion across Mobility Authority corridors, and provides for an enhanced communications network amongst regional partners.



**ATTACHMENT B**

**FEE**

Kapsch TrafficCom USA, Inc.  
7701 Metropolis Dr., Building 14, Suite 100  
Austin, TX 78744  
[www.kapsch.net](http://www.kapsch.net)



1/12/2022

**Invoice No.:** 4860022SI01705

**To:**  
Central Texas Regional Mobility Authority  
3300 North IH 35, Suite 300  
Austin, Texas 78705

**CTRMA Contract:** 183S SWA #2 - WA #13  
**Project No.:** GP0000005673-001  
**Billing Period:** TxDOT Fiber & VES Server

**Terms:** Net 30 days

**183S SWA #2 - WA #13**

**Amount Due This Invoice** \$ **355,398.00**

*Note: Amount due on this invoice shall be considered as **partial payment only**; resolution of SWA NTE discrepancy still required.*

**Electronic Payments**

Bank: Bank of America  
Name on Account: Kapsch TrafficCom Transportation NA, Inc.  
Account Number: 334037110657  
Wire Routing #: 026009593  
ACH Routing #: 061000052  
Swift Code: BOFAUS3N

**Live Checks**

Kapsch TrafficCom Transportation NA, Inc.  
2855 Premiere Parkway, Suite F  
Duluth, Georgia 30097  
Attn: Accounts Receivable

Mark Stewart  
Printed Name  
Toll Collection Systems Project Manager



Signature

01/12/22

Tracie Brown  
Printed Name  
Central Texas Regional Mobility Authority

Signature

Date

## COST SUMMARY

**Project:** 183S SWA #2 - WA #13  
**Project No.:** GP0000005673-001  
**Billing Period:** TxDOT Fiber & VES Server  
**Invoice No.:** 4860022SI01705

Payment Number	Task/Milestone	Milestone Amount	Previously Invoiced	Amount Due This Invoice
	VES and Storage Upgrade	\$ 200,691.70	\$ -	\$ 200,691.70
	Fiber Connectivity Option #1	\$ 272,142.28	\$ -	\$ 154,706.30
<b>Total Amount Due</b>		<b>\$ 472,833.98</b>	<b>\$ -</b>	<b>\$ 355,398.00</b>

Note: Fiber Connectivity Option #1 - \$154,706.30 should be considered a partial payment. Balance of \$117,435.98 is still unresolved.

## Fiber Connectivity Breakdown

Fiber Connectivity Total = \$272,142.28  
Amount Paid in Invoice F-1 = \$154,706.30  
Amount Remaining = \$117,435.98

**Supplemental #4 NTE = \$117,435.98**

VES and Storage Upgrade				Approved Bid		\$190,859.60
Item	Item	Item Total	Equipment / Materials fee (20%)	Subcontractor fee (20%)	ODCs/Travel fee (15%)	Total
A	Equipment	\$116,715.00	\$23,343.00			\$140,058.00
B	Labor	\$59,196.20				\$59,196.20
C	Subcontractor	\$0.00		\$0.00		\$0.00
D	ODCs/Travel	\$1,250.00			\$187.50	\$1,437.50
	<b>Total</b>	<b>\$177,161.20</b>	<b>\$23,343.00</b>	<b>\$0.00</b>	<b>\$187.50</b>	<b>\$200,691.70</b>

Fiber Connectivity Option (1)				Executed Bid		\$346,322.83
Item	Item	Item Total	Equipment / Materials fee (20%)	Subcontractor fee (20%)	ODCs/Travel fee (15%)	Total
A	Equipment	\$212,466.35	\$42,493.27			\$254,959.63
B	Labor	\$15,119.32				\$15,119.32
C	Subcontractor	\$0.00		\$0.00		\$0.00
D	ODCs/Travel	\$1,794.20			\$269.13	\$2,063.33
	<b>Total</b>	<b>\$229,379.87</b>	<b>\$42,493.27</b>	<b>\$0.00</b>	<b>\$269.13</b>	<b>\$272,142.28</b>

1835 SWA #2 - VES/NAS

Name	Description	Item #	Amount Excl Taxes	Markup	Total	Purchase Order No.	Vendor Invoice No.	Notes
SHI International Corp.	4U-60 BAY JBOD, 6TB 512E, 360TB SAS DRIVES INSTALL	A-1	\$35,590.00	\$ 7,118.00	\$42,708.00	486018PO10037	B07280004	Quantity should have been 2 on bid, not 1
SHI International Corp.	1.0M EXTERNAL CABLE LSI00339 EXTERNAL MINI SAS HD	A-2	\$464.00	\$ 92.80	\$556.80	486018PO10037	B07280004	Quantity should have been 4 on bid, not 2
SHI International Corp.	INTEL ETHERNET CONVERGED NW ADAPTER X540-T2	N/A	\$970.00	\$ 194.00	\$1,164.00	486018PO10037	B07280004	Not captured in bid
SHI International Corp.	MegaRAID SAS 9380-8e Storage Controller - 8 Channel LSI00438	A-3	\$1,710.00	\$ 342.00	\$2,052.00	486018PO10037	B07280004	Quantity should have been 2 on bid, not 1
SHI International Corp.	PowerEdge R730	A-4	\$32,193.00	\$ 6,438.60	\$38,631.60	486018PO10032	B07297128	Split shipment
SHI International Corp.	Dell Networking N4032, 24x 10GBASE-T Ports	A-5	\$1.00	\$ 0.20	\$1.20	486018PO10032	B07297128	
SHI International Corp.	Dell Networking N4032, 24x 10GBASE-T Ports	A-6	\$9,005.00	\$ 1,801.00	\$10,806.00	486018PO10032	B07297128	
SHI International Corp.	EMC - part# PS-BAS-UXIMBP	A-7	\$0.00	\$ -	\$0.00			
SHI International Corp.	Unity syspack 6x1.8TB 10k sas 25x2.5	A-8	\$5,019.00	\$ 1,003.80	\$6,022.80	486018PO10823	B07690896	PART#: D3SP-S6X1800-10K
SHI International Corp.	Unity 300 2U DPE 25x2.5 Drive Fld Rck	A-9	\$11,467.00	\$ 2,293.40	\$13,760.40	486018PO10823	B07690896	PART#: D32D32AF25; 400 INSTEAD OF 300
SHI International Corp.	Unity 1.8TB 10k SAS 25x2.5 Drive	A-10	\$12,555.00	\$ 2,511.00	\$15,066.00	486018PO10823	B07690896	part#: D3FC-2S10-1800; quantity should have been 15 on bid, not 1
SHI International Corp.	Unity 400GB FAST CACHE 25x2.5 Drive	N/A	\$3,348.00	\$ 669.60	\$4,017.60	486018PO10823	B07690896	Not captured in bid
SHI International Corp.	Unity 2x4 Port 10GB ISCSI/ETH OPT IO	N/A	\$1,275.00	\$ 255.00	\$1,530.00	486018PO10823	B07690896	Not captured in bid
SHI International Corp.	Hardware Installation	A-11	\$0.00	\$ -	\$0.00			
SHI International Corp.	Premium Hardware Support	A-12	\$3,118.00	\$ 623.60	\$3,741.60	486018PO10823	B07690896	PART #: M-PS-HWE-004
SHI International Corp.	SHI Shipping - Inv B07280004	D-1	\$450.00	\$ 67.50	\$517.50	486018PO10037	B07280004	Shipment 1 of 2 for VES
SHI International Corp.	SHI Shipping - Inv B07297128	D-1	\$300.00	\$ 45.00	\$345.00	486018PO10032	B07297128	Shipment 2 of 2 for VES
SHI International Corp.	SHI Shipping - Inv B07690896	D1	\$500.00	\$ 75.00	\$575.00	486018PO10823	B07690896	Shipping 1 or 2 for NAS
			\$117,965.00	\$ 23,530.50	<b>\$141,495.50</b>			

Item	Item	Item Total	Equipment / Materials fee (20%)	Subcontract or fee (20%)	ODCs/Travel fee (15%)	Total
A	Equipment	\$116,715.00	\$23,343.00			\$140,058.00
B	Labor	\$59,196.20				\$59,196.20
C	Subcontractor	\$0.00		\$0.00		\$0.00
D	ODCs/Travel	\$1,250.00			\$187.50	\$1,437.50
	<b>Total</b>	<b>\$177,161.20</b>	<b>\$23,343.00</b>	<b>\$0.00</b>	<b>\$187.50</b>	<b>\$200,691.70</b>

183S SWA #2 - Fiber

Name	Phase	Item #	Total Amount	TXDOT 144SM w/o Taxes	20% markup	Total	Purchase Order No.	Vendor Invoice No.	Notes
S&S CABLE COMMUNICATIONS, INC	PHI	A-1+	74,119.18	36,555.58	\$ 7,311.12	\$43,866.70	486020PO01608	KAP0109	Regular fiber & 144ct fiber were not broken out for this invoice - 49.32% of total is for 144ct
S&S CABLE COMMUNICATIONS, INC	PHI	A-1+	135,359.50	66,759.31	\$ 13,351.86	\$80,111.17	486020PO02291	KAP0111	Regular fiber & 144ct fiber were not broken out for this invoice - 49.32% of total is for 144ct
S&S CABLE COMMUNICATIONS, INC			54,473.56	0.00	\$ -	\$0.00	486021PO00884	KAP0113	Regular fiber
S&S CABLE COMMUNICATIONS, INC	PH II A&B	A-1	48,458.26	48,458.26	\$ 9,691.65	\$58,149.91	486021PO01396	KAP0115	TXDOT 144ct fiber
S&S CABLE COMMUNICATIONS, INC	PH II A&B	A-1	27,382.32	27,382.32	\$ 5,476.46	\$32,858.78	486021PO01396	KAP0116	TXDOT 144ct fiber 183S Phase II: less than bid
S&S CABLE COMMUNICATIONS, INC			76,450.00	0.00	\$ -	\$0.00	486021PO00884	KAP0117	Regular fiber
S&S CABLE COMMUNICATIONS, INC			76,450.00	0.00	\$ -	\$0.00	486021PO00884	KAP0118	Regular fiber
S&S CABLE COMMUNICATIONS, INC	PH III	A-1	33,310.89	33,310.89	\$ 6,662.18	\$39,973.07	486022PO00579	KAP0124	TXDOT 144ct fiber 183S Phase III (PHIIB)
			\$526,003.71	\$212,466.35	\$42,493.27	<b>\$254,959.63</b>			

Item	Item	Item Total	Equipment / Materials fee (20%)	Subcontractor fee (20%)	ODCs/Travel fee (15%)	Total
A	Equipment	\$212,466.35	\$42,493.27			\$254,959.63
B	Labor	\$15,119.32				\$15,119.32
C	Subcontractor	\$0.00		\$0.00		\$0.00
D	ODCs/Travel	\$1,794.20			\$269.13	\$2,063.33
	<b>Total</b>	<b>\$229,379.87</b>	<b>\$42,493.27</b>	<b>\$0.00</b>	<b>\$269.13</b>	<b>\$272,142.28</b>



CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

# Checklist

**Project:** 183 South (Bergstrom Expressway) / 290 EAST

**Vendor:** Kapsch TrafficCom

**Contract Description:** Supplement No. 2 to Work Authorization No. 13 - This Supplemental Work Authorization is to replace the existing Violation Enforcement System Server that is out of warranty and reaching the end of useable service and support the Mobility Authority's request for fiber connectivity between the 183S project and the existing Manor Expressway project. Please note, this incorporates Kapsch name change.

**Existing Expiration Date:**

**Proposed Expiration Date:**

**Amount:** Not to exceed \$355,398.00

**Proposed Amount:**

**Funding Source:** PROJECT FUNDS?

**Contract Form:**  STANDARD  MODIFIED

**Form 1295:**  YES  NO

**Target Review Date:** September 26, 2017

**Consultant:**

**Director:**

**Deputy Executive Director:**

**Controller:**

**Legal Assistant:**

**General Counsel:**

**Board Authorization Required:**

YES  NO

**Board Authorization/Res. No.:**

17-050

Date: 9/6/17

**Executive Director:**

*Mike Holmgren*

Date: 10-5-17

Who's note is this?

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

**RESOLUTION NO. 17-050**

**APPROVE SUPPLEMENT NO. 2 TO WORK AUTHORIZATION NO. 13 WITH  
KAPSCH TRAFFIC COM FOR TOLL SYSTEM INTEGRATION SERVICES  
ON THE BERGSTROM EXPRESSWAY (183 SOUTH) PROJECT**

WHEREAS, by Resolution No. 15-044, dated August 29, 2015, the Board of Directors approved Work Authorization No. 13 with Kapsch TrafficCom for Toll System Integration Services for the Bergstrom Expressway (183 South) Project; and

WHEREAS, the Executive Director has determined that additional system integration services are required to (1) replace the existing Violation Enforcement System Server that is out of warranty and reaching the end of usable service, and (2) support fiber connectivity between the Bergstrom Expressway (183 South) Project and the Manor Expressway (290E) Project; and

WHEREAS, the Executive Director and Kapsch TrafficCom have negotiated draft Supplement No. 2 to Work Authorization No. 13 in an amount not to exceed \$355,398.00 to provide these services; and

WHEREAS, the Executive Director recommends that the Board authorize him to finalize and execute Supplement No. 2 to Work Authorization No. 13 in the form or substantially the same form as attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors authorizes and directs the Executive Director to finalize and execute Supplement No. 2 to Work Authorization No. 13 in an amount not to exceed \$355,398.00 and in the form or substantially the same form as attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 6<sup>th</sup> day of September 2017.

Submitted and reviewed by:

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

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors



**Exhibit A**

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

\*\*\*\*\*

**SUPPLEMENTAL WORK AUTHORIZATION NO. 2  
TO WORK AUTHORIZATION NO. 13**

**TOLL COLLECTION AND INTELLIGENT TRANSPORTATION  
SYSTEMS IMPLEMENTATION  
US 183 South Project**

**THIS SUPPLEMENTAL WORK AUTHORIZATION** 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 "Mobility Authority"), and Kapsch TrafficCom Transportation NA, Inc. (the Contractor).

The following terms and conditions of Work Authorization No. 13 are hereby amended as follows:

Supplemental Work Authorization No. 2 is not to exceed \$355,398.00.

To support the CTRMA request for fiber connectivity between 183S and the existing Manor Expressway projects, Kapsch proposes changes to the existing fiber network to include installation, terminating, and testing 144 single-mode fiber trunk (and trace wire) at the request of CTRMA. The installation will be from 183/290E HUB to SH 71/Riverside HUB. There are no splices or mid-span connections to TxDOT equipment.

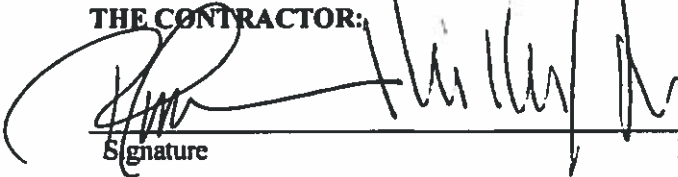
Additionally, proposed to the CTRMA under this supplemental is the delivery of services and equipment necessary to replace the existing Violation Enforcement System (VES) Server.

Additional scope and fees for the added services are shown in attachment A.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 13 no hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Work Authorization No. 13 is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE CONTRACTOR:**

 \_\_\_\_\_  
Signature Date

September 18, 2017

Robert Corion, Senior Vice President Michael Hofer, CFO  
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

10-5-17

Mike Herligenstein, Executive Director  
Typed/Printed Name and Title

# **ATTACHMENT A**

## ***CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY*** **TOLL COLLECTION AND INTELLIGENT TRANSPORTATION SYSTEMS** **IMPLEMENTATION** **US 183 South Project**

### **SCOPE OF WORK AND FEE for SYSTEMS INTEGRATOR**

#### **A1.0 General**

##### **A1.01. Background**

To support the CTRMA request for fiber connectivity between 183S and the existing Manor Expressway projects, Kapsch proposes the following Change Order to Work Authorization No. 13 of the Agreement. This proposed Change Order includes installation, terminating, and testing 144 single-mode fiber trunk (and trace wire) at the request of CTRMA. The installation will be from 183/290E HUB to SH 71/Riverside HUB. There are no splices or mid-span connections to TxDOT equipment.

Additionally, proposed to the CTRMA under Work Authorization No. 13 of the Agreement is the delivery of services and equipment necessary to replace the existing Violation Enforcement System (VES) Server. The existing VES, installed more than ten (10) years ago, is no longer covered by warranty services, and is reaching the end of usable service. The XIO SAN currently utilized for storage is also past its usable life.

**Cost Exhibit**

**Central Texas Regional Mobility Authority -  
Task Request**

Item	Material's / Equipment	Units	Qty	UNIT PRICE	TOTAL
A-1	4U-60 BAY JBOD, 6TB 512E	1	1	\$18,593.0	\$18,593.0
A-2	External Mini-SAS HD to Mini-SAS	1	2	\$49.0	\$98.00
A-3	LSI Megaraid SAS 9280-24ME 24INT 4PT Ext-LSI00211	1	1	\$1,312.0	\$1,312.00
A-4	PowerEdge R730xd Server - Intel Xeon E5-2640 10C - 256 GB RAM - 1.8TB x 24 - 2	1	1	\$32,193.0	\$32,193.0
A-5	Dell Networking N4032, 24x 10GBASE-T Ports, 1x Modular Bay, 2x AC PSU, IO	1	1	\$0.0	\$0.00
A-6	Dell Networking N4032, 24x 10GBASE-T Ports, 1x Modular Bay, 2x AC PSU, IO	1	1	\$9,005.0	\$9,005.00
A-7	EMC - Part#: PS-BAS-UXIMBP	1	1	\$2,985.0	\$2,985.00
A-8	UNITY SYSPACK 6X1.8TB 10K SAS 25X2.5	1	1	\$6,005.0	\$6,005.00
A-9	UNITY 300 2U DPE 25X2.5 DRIVE FLD RCK	1	1	\$7,103.0	\$7,103.00
A-10	UNITY 1.8TB 10K SAS 25X2.5 DRIVE	1	1	\$19,019.0	\$19,019.0
A-11	HARDWARE INSTALLATION	1	1	\$1,554.0	\$1,554.00
A-12	PREMIUM HARDWARE SUPPORT	1	1	\$11,565.0	\$11,565.0
<b>Total Equipment</b>					<b>\$109,432.00</b>

Item	LABOR	No. Of Hours	Hourly Rate	Total
B-1	Software Engineer		\$154.80	\$0.00
B-2	System Engineer	100.00	\$169.48	\$16,947.51
B-3	Technician		\$118.77	\$0.00
B-4	Database Administrator		\$220.18	\$0.00
B-5	Documentation Clerk	20.00	\$158.80	\$3,175.99
B-6	Testing Engineer	40.00	\$168.14	\$6,725.63
B-7	Network Engineer	96.00	\$153.46	\$14,732.33
B-8	Project Manager & Technical Delivery Manager	80.00	\$220.18	\$17,614.74
<b>Total Labor</b>				<b>\$59,196.20</b>

Item	Subcontractor	Units	Qty	UNIT PRICE	Total
C-1					\$0.00
C-2					\$0.00
C-3					\$0.00
C-4					\$0.00
C-5					\$0.00
<b>Subcontractor</b>					<b>\$0.00</b>

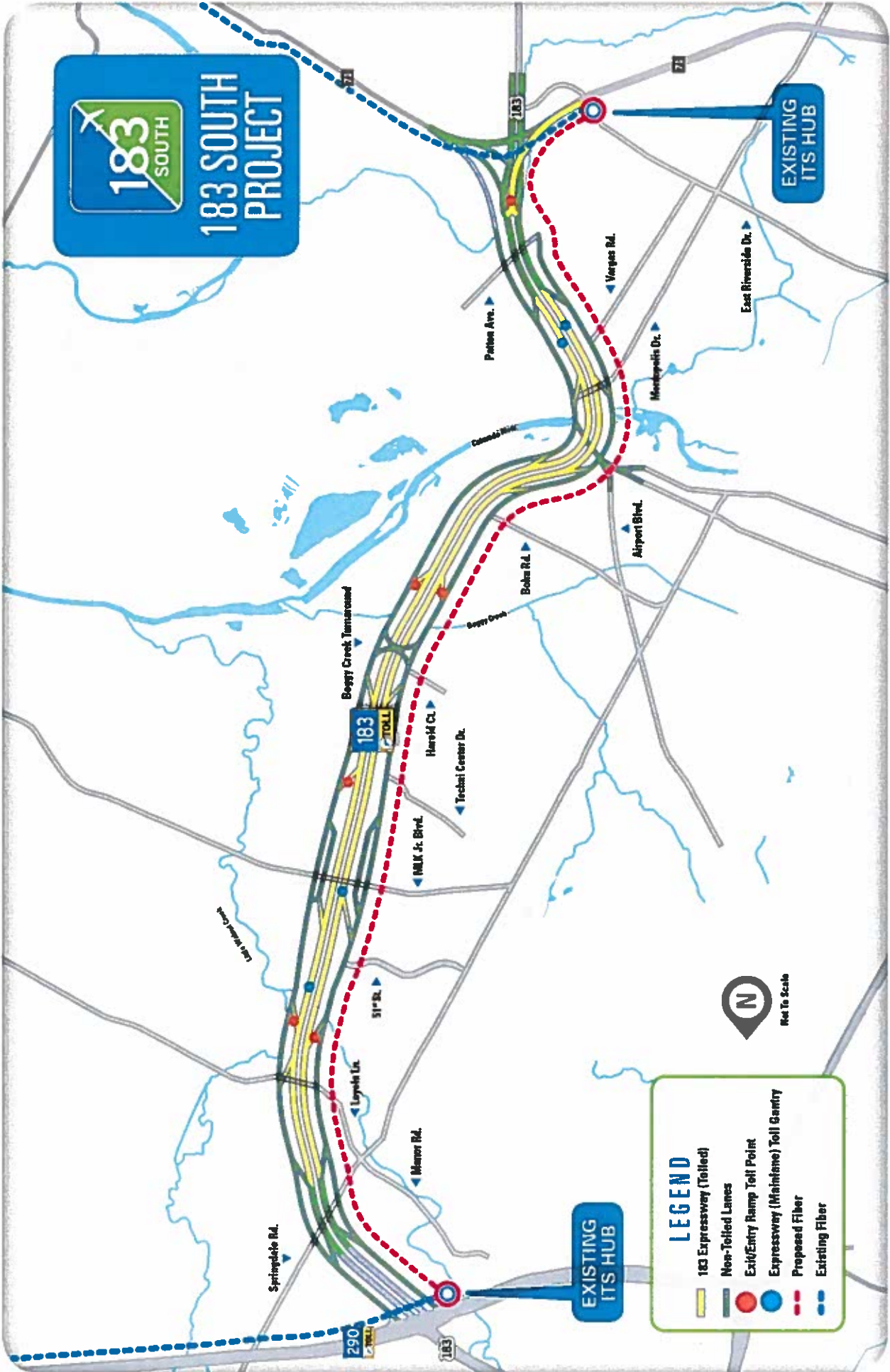
Item	ODC's / Travel	Units	Qty	UNIT PRICE	Total
D-1	Shipping	\$1.00	1	\$300.0	\$300.00
D-2					\$0.00

trunk (and trace wire) at the request of CTRMA. The installation will be from 183/290E HUB to SH 71/Riverside HUB. There are no splices or mid-span connections to TxDOT equipment.

**Cost Exhibit**

Item	Material / Equipment	Units	Qty	UNIT PRICE	TOTAL	
A-1	Add 164 BM Fiber Trunk	1	1	\$274,283.5	\$274,283.50	
Total Equipment					\$274,283.50	
Item	LABOR		No. Of Hours	Hourly Rate	Total	
B-1	Software Engineer			\$154.00	\$0.00	
B-2	System Engineer		36.00	\$168.45	\$5,064.25	
B-3	Technician			\$118.77	\$0.00	
B-4	Database Administrator			\$220.18	\$0.00	
B-5	Documentation Clerk		28.00	\$190.00	\$5,315.99	
B-6	Testing Engineer			\$188.94	\$0.00	
B-7	Network Engineer		16.00	\$153.46	\$2,455.36	
B-8	Project Manager		28.00	\$220.18	\$6,165.04	
Total Labor					\$15,119.32	
Item	Subcontractor	Units	Qty	UNIT PRICE	Total	
C-1					\$0.00	
Subcontractor					\$0.00	
Item	ODC's / Travel	Units	Qty	UNIT PRICE	Total	
D-1	Mileage	Mile	544	\$0.6	\$326.40	
D-2	Travel	Day	10	\$144.0	\$1,440.00	
ODC's / Travel					\$1,766.40	
Item	Item	Item Total	Equipment / Materials Fee (20%)	Subcontractor Fee (20%)	ODC's / Travel Fee (15%)	Total
A	Equipment	\$274,283.50	\$54,856.70			\$329,140.20
B	Labor	\$15,119.32				\$15,119.32
C	Subcontractor	\$0.00		\$0.00		\$0.00
D	ODC's / Travel	\$1,766.40			264.96	\$2,031.36
<b>TOTAL</b>						<b>\$346,322.85</b>

# 183 SOUTH PROJECT



### LEGEND

- 183 Expressway (Tolled)
- Non-Tolled Lanes
- Exit/Entry Ramp Toll Point
- Expressway (Minimalist) Toll Gantry
- Proposed Fiber
- Existing Fiber



Not To Scale

EXISTING ITS HUB

EXISTING ITS HUB



Federal tax ID: 22-3009648  
 290 Davidson Ave.  
 Somerset, NJ 08873  
 Phone: 888-235-3871  
 Fax: 732-805-9669

Please remit payment to:  
 SHI International Corp  
 P.O. Box 952121  
 Dallas, TX 75395-2121  
 Wire information: Wells Fargo Bank  
 Wire Rt# 121000248  
 ACH Rt# 021200025  
 Account#2000037641964  
 SWIFT Code: WFBIUS6S  
 For W-9 Form, www.shi.com/W9

**Invoice No. B07280004**

Invoice date 10/26/2017  
 Customer number 1080250

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.  
 All returns require an RMA# supplied by your SHI Sales team.

**Bill To**

Kapsch TrafficCom USA, Inc.  
 2855 Premiere Parkway  
 Suite F, Attention: Accts Payable  
 Duluth, GA 30097  
 USA

**Ship To**

Kapsch TrafficCom Transportation NA, Inc  
 211 East 7th Street  
 Suite 800  
 Austin, TX 78701  
 USA  
 486018PO10037/Hemanth Bhagawat

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
10/26/2017	Natalie Stomel/Perez1	486018PO10037	UPS GROUND	FOB ORIGIN	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
34453591 NPN-JBOD-ASA Hardware ASA Computers, Inc.	4U-60 BAY JBOD, 6TB 512E Hardware Hardware	2	2	17,795.00	35,590.00
32124900 L5-25198-00 Hardware Avago	LSI00339 MINI SAS HD TO MINI SAS HD 1M Hardware Hardware	4	4	116.00	464.00
25047038 X540T2 Hardware Intel	Intel Ethernet Converged Network Adapter - PCI Express 2.0 Hardware Hardware	2	2	485.00	970.00
30830522 LSI00438 Hardware Super Micro Computer	MegaRAID SAS 9380-8e - Storage controller (RAID) - 8 Channel Hardware Hardware	2	2	855.00	1,710.00

Quote: 14283803

Sales Balance	38,734.00
Freight	450.00
Recycling Fee	0.00
Sales Tax	██████████
<b>Total</b>	██████████
<b>Currency</b>	<b>USD</b>





Federal tax ID: 22-3009648  
 290 Davidson Ave.  
 Somerset, NJ 08873  
 Phone: 888-235-3871  
 Fax: 732-805-9669

Please remit payment to:  
 SHI International Corp  
 P.O. Box 952121  
 Dallas, TX 75395-2121  
 Wire information: Wells Fargo Bank  
 Wire Rt# 121000248  
 ACH Rt# 021200025  
 Account#2000037641964  
 SWIFT Code: WFBIUS6S  
 For W-9 Form, www.shi.com/W9

**Invoice No. B07297128**

Invoice date 10/30/2017  
 Customer number 1080250

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.  
 All returns require an RMA# supplied by your SHI Sales team.

**Bill To**

Kapsch TrafficCom USA, Inc.  
 2855 Premiere Parkway  
 Suite F, Attention: Accts Payable  
 Duluth, GA 30097  
 USA

**Ship To**

Kapsch - Lift Gate Required!  
 211 East 7th Steet  
 Suite 800  
 Austin, TX 78701  
 USA  
 486018PO10032/Rodney Morse

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
10/30/2017	Natalie Stomel/Perez1	486018PO10032	FEDEX GROUND	FOB ORIGIN	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
34442017 3000018146362.1 Hardware Dell Serial #: 5V970M2	PowerEdge R730xd Server Hardware Hardware	2	1	32,193.00	32,193.00
34442016 3000018146334.1 Hardware Dell Serial #: 21G9XC2	Dell Networking N4000 Series Switches Hardware Hardware	1	1	1.00	1.00
34442016 3000018146334.1 Hardware Dell Serial #: 1MX8XC2	Dell Networking N4000 Series Switches Hardware Hardware	1	1	9,005.00	9,005.00

Quote: 14229782

Sales Balance	41,199.00
Freight	300.00
Recycling Fee	0.00
Sales Tax	██████████
<b>Total</b>	██████████
<b>Currency</b>	<b>USD</b>



Federal tax ID: 22-3009648  
 290 Davidson Ave.  
 Somerset, NJ 08873  
 Phone: 888-235-3871  
 Fax: 732-805-9669

Please remit payment to:  
 SHI International Corp  
 P.O. Box 952121  
 Dallas, TX 75395-2121  
 Wire information: Wells Fargo Bank  
 Wire Rt# 121000248  
 ACH Rt# 021200025  
 Account#2000037641964  
 SWIFT Code: WFBIUS6S  
 For W-9 Form, www.shi.com/W9

**Invoice No. B07314659**

Invoice date 11/2/2017  
 Customer number 1080250

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.  
 All returns require an RMA# supplied by your SHI Sales team.

**Bill To**

Kapsch TrafficCom USA, Inc.  
 2855 Premiere Parkway  
 Suite F, Attention: Accts Payable  
 Duluth, GA 30097  
 USA

**Ship To**

Kapsch - Lift Gate Required!  
 211 East 7th Steet  
 Suite 800  
 Austin, TX 78701  
 USA  
 486018PO10032/Rodney Morse

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
11/2/2017	Natalie Stomel/Perez1	486018PO10032	FEDEX GROUND	FOB ORIGIN	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
34442017 3000018146362.1 Hardware Dell	PowerEdge R730xd Server Hardware Hardware	2	1	██████████	██████████

Quote: 14229782

Sales Balance	██████████
Freight	0.00
Recycling Fee	0.00
Sales Tax	██████████
<b>Total</b>	██████████
<b>Currency</b>	<b>USD</b>



Federal tax ID: 22-3009648  
 290 Davidson Ave.  
 Somerset, NJ 08873  
 Phone: 888-235-3871  
 Fax: 732-805-9669

Please remit payment to:  
 SHI International Corp  
 P.O. Box 952121  
 Dallas, TX 75395-2121  
 Wire information: Wells Fargo Bank  
 Wire Rt# 121000248  
 ACH Rt# 021200025  
 Account#2000037641964  
 SWIFT Code: WFBIUS6S  
 For W-9 Form, www.shi.com/W9

**Invoice No. B07690896**

Invoice date 1/26/2018  
 Customer number 1080250

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.  
 All returns require an RMA# supplied by your SHI Sales team.

**Bill To**

Kapsch TrafficCom USA, Inc.  
 2855 Premiere Parkway  
 Suite F, Attention: Accts Payable  
 Duluth, GA 30097  
 USA

**Ship To**

Kapsch TrafficCom Transportation NA, Inc  
 211 East 7th ST  
 Suite 800  
 Austin, TX 78701  
 USA  
 486018PO10823/Hemanth Bhagawat

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
1/26/2018	Natalie Stomel/Perez1	486018PO10823	FEDEX GROUND	FOB ORIGIN	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
32293849 D32D32AF25 Hardware Dell	EMC Disk Processor Enclosure - Storage enclosure - 25 bays Hardware Hardware	1	1	11,467.00	11,467.00
32320032 D3SP-S6X1800-10K Hardware Dell	EMC Unity System Pack for 25x2.5in enclosure Hard drive Hardware Hardware	1	1	5,019.00	5,019.00
32294801 D3-2S10-1800 Hardware EMC	EMC for 25x2.5in enclosure Hard drive - 1.8 TB - SAS 12Gb s Hardware Hardware	15	15	837.00	12,555.00
32281659 D31DEMCK25KIT Hardware EMC	UNITY 25 DRIVE DPE FLD INSTALL KIT Hardware Hardware	1	1	0.00	0.00
32294166 D3FC-2S12FX-400 Hardware EMC	EMC 25x2.5in enclosure - Solid state drive - 400 GB - SAS Hardware Hardware	3	3	1,116.00	3,348.00
32282028 D3SFP10I Hardware EMC	UNITY 4X10GB SFP ISCSI ETH CONNECTION Hardware Hardware	1	1	0.00	0.00
32466163 D3SL10IO4PT Hardware EMC	UNITY 2X4 PORT 10GB ISCSI-ETH OPT IO D3SL10IO4P Hardware Hardware	1	1	1,275.00	1,275.00
34380237 M-PS-HWE-004 Hardware Wrnty/Srvce EMC	PROSUPPORT W/NBD-HARDWARE SUPPORT Hardware Wrnty/Srvce Service Maintenance From date: 1/25/2018 Maintenance To date: 1/24/2021	1	1	3,118.00	3,118.00



Federal tax ID: 22-3009648  
 290 Davidson Ave.  
 Somerset, NJ 08873  
 Phone: 888-235-3871  
 Fax: 732-805-9669

Please remit payment to:  
 SHI International Corp  
 P.O. Box 952121  
 Dallas, TX 75395-2121  
 Wire information: Wells Fargo Bank  
 Wire Rt# 121000248  
 ACH Rt# 021200025  
 Account#2000037641964  
 SWIFT Code: WFBIUS6S  
 For W-9 Form, www.shi.com/W9

**Invoice No. B07690896**

Invoice date 1/26/2018  
 Customer number 1080250

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.  
 All returns require an RMA# supplied by your SHI Sales team.

**Bill To**

Kapsch TrafficCom USA, Inc.  
 2855 Premiere Parkway  
 Suite F, Attention: Accts Payable  
 Duluth, GA 30097  
 USA

**Ship To**

Kapsch TrafficCom Transportation NA, Inc  
 211 East 7th ST  
 Suite 800  
 Austin, TX 78701  
 USA  
 486018PO10823/Hemanth Bhagawat

33127150 458-001-849 ESD EMC	EMC Unity Base Software - License - 1 storage device Multiple platforms English ESD Software	1	1	0.00	0.00
34391499 M-PS-SWE-004 Optl upd via downld EMC	PROSUPPORT W NBD - SOFTWARE SUPPORT Multiple platforms English Optl upd via downld Software Maintenance From date: 1/25/2018 Maintenance To date: 1/24/2021	1	1	0.00	0.00
32281676 458-000-066 ESD EMC	VPLEX MIGRATION PRODUCT Multiple platforms English ESD Software	1	1	0.00	0.00
32110942 456-107-848 ESD EMC	EMC VPLEX Multiple platforms English ESD Software Maintenance From date: 1/25/2018 Maintenance To date: 1/24/2019	1	1	0.00	0.00
34391504 M-PSM-SW-VP-015 Optl upd via downld EMC	PROSUPPORT W/MISSION CRITICAL-SOFTWARE Multiple platforms English Optl upd via downld Software Maintenance From date: 1/25/2018 Maintenance To date: 1/24/2021	1	1	0.00	0.00
32446960 458-001-375 Hardware Wrnty/Srvce EMC	RP BASIC FOR UNITY 400/400F =IC Multiple platforms English Hardware Wrnty/Srvce Service Maintenance From date: 1/25/2018 Maintenance To date: 1/24/2021	1	1	0.00	0.00
34270946 M-PSM-SWE-004 Optl upd via downld EMC	PROSUPPORT W MISSION CRITICAL - SOFTWARE Optl upd via downld Software Maintenance From date: 1/25/2018 Maintenance To date: 1/24/2021	1	1	0.00	0.00
32281678 458-001-440 ESD EMC	RECOVERPOINT FOR VM STARTER PACKS Multiple platforms English ESD Software	1	1	0.00	0.00
32281680 456-107-803 ESD EMC	RP4VM ESSENTIAL SW FOR UNITY IB Multiple platforms English ESD Software	1	1	0.00	0.00



Federal tax ID: 22-3009648  
 290 Davidson Ave.  
 Somerset, NJ 08873  
 Phone: 888-235-3871  
 Fax: 732-805-9669

Please remit payment to:  
 SHI International Corp  
 P.O. Box 952121  
 Dallas, TX 75395-2121  
 Wire information: Wells Fargo Bank  
 Wire Rt# 121000248  
 ACH Rt# 021200025  
 Account#2000037641964  
 SWIFT Code: WFBIUS6S  
 For W-9 Form, www.shi.com/W9

**Invoice No. B07690896**

Invoice date 1/26/2018  
 Customer number 1080250

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.  
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**Bill To**

Kapsch TrafficCom USA, Inc.  
 2855 Premiere Parkway  
 Suite F, Attention: Accts Payable  
 Duluth, GA 30097  
 USA

**Ship To**

Kapsch TrafficCom Transportation NA, Inc  
 211 East 7th ST  
 Suite 800  
 Austin, TX 78701  
 USA  
 486018PO10823/Hemanth Bhagawat

34270943 M-PSM-SW-D3-001 Optl upd via downld EMC	PROSUPPORT W MISSION CRITICAL - SOFTWARE Multiple platforms English Optl upd via downld Software Maintenance From date: 1/25/2018 Maintenance To date: 1/24/2021	1	1	0.00	0.00
32563085 458-001-426 ESD EMC	EMC AppSync - Basic Lic - 1 storage dev - for EMC Unity 400 Multiple platforms English ESD Software	1	1	0.00	0.00
32841232 456-109-803 Optl upd via downld EMC	APPSYNC BASIC FOR UNITY 400 IC Multiple platforms English Optl upd via downld Software Maintenance From date: 1/25/2018 Maintenance To date: 1/24/2021	1	1	0.00	0.00
34391499 M-PS-SWE-004 Optl upd via downld EMC	PROSUPPORT W NBD - SOFTWARE SUPPORT Multiple platforms English Optl upd via downld Software Maintenance From date: 1/25/2018 Maintenance To date: 1/24/2021	1	1	0.00	0.00
34687582 458-002-287 Hardware EMC	STORAGE M R FOR UNITY IC Multiple platforms English Hardware Software Maintenance From date: 1/25/2018 Maintenance To date: 1/24/2021	1	1	0.00	0.00
34687584 456-113-338 Hardware EMC	STORAGE M R FOR UNITY LIC IC Multiple platforms English Hardware Hardware Maintenance From date: 1/25/2018 Maintenance To date: 1/24/2021	1	1	0.00	0.00
34270941 M-PSM-SWE-005 Optl upd via downld EMC	PROSUPPORT W MISSION CRITICAL-SOFTWARE Optl upd via downld Software Maintenance From date: 1/25/2018 Maintenance To date: 1/24/2021	1	1	0.00	0.00

Quote: 14699910



Federal tax ID: 22-3009648  
 290 Davidson Ave.  
 Somerset, NJ 08873  
 Phone: 888-235-3871  
 Fax: 732-805-9669

Please remit payment to:  
 SHI International Corp  
 P.O. Box 952121  
 Dallas, TX 75395-2121  
 Wire information: Wells Fargo Bank  
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 For W-9 Form, www.shi.com/W9

**Invoice No. B07690896**

Invoice date 1/26/2018  
 Customer number 1080250

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.  
 All returns require an RMA# supplied by your SHI Sales team.

**Bill To**

Kapsch TrafficCom USA, Inc.  
 2855 Premiere Parkway  
 Suite F, Attention: Accts Payable  
 Duluth, GA 30097  
 USA

**Ship To**

Kapsch TrafficCom Transportation NA, Inc  
 211 East 7th ST  
 Suite 800  
 Austin, TX 78701  
 USA  
 486018PO10823/Hemanth Bhagawat

Sales Balance	36,782.00
Freight	500.00
Recycling Fee	0.00
Sales Tax	██████████
<b>Total</b>	██████████
<b>Currency</b>	<b>USD</b>



S&S Cable Communications, Inc.  
1900 E. Howard Lane  
Ste. B3  
Pflugerville, Texas 78660

Office: 512-272-5033  
Fax: 512-272-5133

## 183 South Toll Phase 1 Bid

✓ Fiber Optic Cable (SM) 48 fiber	20,000
✓ Lateral Fiber (SM) 12 fiber	7,000
✓ Fiber Optic Cable (SM) 144 fiber	20,000
✓ Mule-Tape	40,000
✓ Fiber Optic Coyote Pups	9
✓ Fiber Optic Coyote Tray	10
✓ Frame-4	2
✓ Frame-2	8
✓ Panduit Trays	15
✓ Pig Tails ST	15
✓ Bulkheads ST	30
✓ Corning WM Panel (12 Pos)	2
✓ Corning MM Bulkheads	24

Placing, Pulling, Splicing, and all Testing are included into Bid Cost

Material Total: \$74,119.18

Labor Total: \$135,359.50

Grand Total: \$209,478.68

Thanks,

Troy Sylvester

General Manager







**S&S Cable Communications,  
Inc.**

PO Box 1303  
ELGIN, TX 78621 US  
512-272-5033  
p.schneider@sscabletx.com

**BILL TO**

KAPSCH TRAFFICOM  
211 east 7th Street  
Suite 800  
Texas  
Austin, TX 78701

**INVOICE KAP-0111**

**DATE 09/03/2019 TERMS Net 45**

**DUE DATE 10/18/2019**

**PROJECT NAME**

183 SOUTH TOLL PH 1

ACTIVITY	QTY	RATE	AMOUNT
5.1.8 PLACING, PULLING, SPLICING, ALL TESTING (LABOR)	1	135,359.50	135,359.50

**TOTAL DUE**

**\$135,359.50**



S&S Cable Communications, Inc.  
13350 Old Kimbro Rd  
Bldg. B  
Manor Tx 78653

Office: 512-272-5033  
Fax: 512-272-5133

## 183 South Toll Phase II A&B Bid 144ct

✓ Fiber Optic Cable (SM) 144 fiber	24,608
✓ Fiber Optic Coyote Enclosure	2
✓ Fiber Optic Coyote Tray	24

Placing, Pulling, Splicing, and all Testing are included into Bid Cost

Material Total: \$48,458.26

Labor Total: \$54,764.63

Grand Total: \$103,222.89

Thanks,

S&S Cable Communications

General Manager

Troy Sylvester







S&S Cable Communications, Inc.  
13350 Old Kimbro Rd  
Bldg. B  
Manor Tx 78653

Office: 512-272-5033  
Fax: 512-272-5133

## 183 South Toll Phase II-B Final Bid 144ct

✓ Fiber Optic Cable (SM) 144 fiber	5,454
✓ Fiber Optic Coyote Enclosure	1
✓ Fiber Optic Coyote Tray	12

Placing, Pulling, Splicing, and all Testing are included into Bid Cost

Material Total: \$11,184.39

Labor Total: \$22,126.50

Grand Total: \$33,310.89

Thanks,

S&S Cable Communications

General Manager

Troy Sylvester





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

February 23, 2022  
**AGENDA ITEM# 8**

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Discuss and consider approving contracts with Surveying And Mapping, LLC and The Rios Group, Inc. for subsurface utility engineering and utility locating services

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Mike Sexton, P.E., Acting Director of Engineering
Associated Costs:	Not to exceed \$300,000 per contract
Funding Source:	Operating Budget and Projects
Action Requested:	Consider and act on draft resolution

**Project Description/Background:** The Mobility Authority has historically relied on GEC subcontract mechanisms to provide on-call subsurface utility engineering (SUE) and Mobility Authority-owned utility locating services. To ensure efficiency in managing these services the Mobility Authority is pursuing the option to directly contract with two SUE/utility locating firms.

**Previous Actions & Brief History of the Program/Project:** On October 20, 2021, a Request for Qualifications (RFQ) for on-call SUE and Mobility Authority-owned utility locating services was posted utilizing the CivCast public procurement website. The RFQ documents were downloaded from CivCast by 25 engineering firms in addition to several “plan room” firms.

By the due date on November 15, 2021, the Mobility Authority received seven Statements of Qualification (SOQ), all of which were found to be in compliance with the terms of the RFQ. The three-person evaluation team met on December 8, 2021, to discuss the merits and tabulate scores for each SOQ. Based upon these actions, the evaluation committee recommended selection and contract negotiation with two firms:

- Surveying And Mapping, LLC, and
- The Rios Group, Inc.



**Financing:** N/A

**Action requested/Staff Recommendation:** Staff recommends entering into a 3-year contract with Surveying And Mapping, LLC and a 3-year contract with The Rios Group, Inc. providing subsurface utility engineering and on-call utility locating services. Under this proposed agreement, Surveying And Mapping, LLC and The Rios Group, Inc. will perform such services on CTRMA-operated roadways for an amount not to exceed \$300,000 each. Staff further recommends Board approval for the Executive Director to negotiate and execute work authorizations for these services.

**Backup provided:** Draft resolution  
Draft contracts

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

**RESOLUTION NO. 22-0XX**

**AWARDING CONTRACTS TO SURVEYING AND MAPPING, LLC  
AND THE RIOS GROUP INC FOR SUBSURFACE UTILITY ENGINEERING  
AND UTILITY LOCATING SERVICES**

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) has a need for subsurface utility engineering and utility locating services; and

WHEREAS, in order to obtain the necessary services, the Executive Director issued a Request for Qualifications (RFQ) seeking firms interested in providing these services to the Mobility Authority on October 20, 2021; and

WHEREAS, the Mobility Authority received responses to the RFQ from seven firms by the November 15, 2021 deadline; and

WHEREAS, the responses were reviewed by an evaluation committee who determined Surveying And Mapping, LLC, and The Rios Group, Inc. are the most highly qualified firms based on the evaluation and selection criteria set forth in the RFQ; and

WHEREAS, after reviewing the evaluation committee's findings, the Executive Director negotiated contracts for subsurface utility engineering and utility locating services with Surveying And Mapping, LLC and The Rios Group, Inc. which are attached hereto as Exhibit A and Exhibit B, respectively; and

WHEREAS, the Executive Director recommends that the Board approve the proposed contracts with Surveying And Mapping, LLC, and The Rios Group, Inc., each in an amount not to exceed \$300,000, and in the form or substantially the same form attached hereto as Exhibit A and Exhibit B.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the selection of Surveying And Mapping, LLC, and The Rios Group, Inc. to provide subsurface utility engineering and utility locating services to the Mobility Authority; and

BE IT FURTHER RESOLVED that the Board approves the proposed contracts with Surveying And Mapping, LLC, and The Rios Group, Inc., each in an amount not to exceed \$300,000, and authorizes the Executive Director to finalize and execute the contracts on behalf of the Mobility Authority and in the form or substantially the same form as attached hereto as Exhibit A and Exhibit B.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 23<sup>rd</sup> day of February 2022.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

---

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

**Exhibit A**

*Surveying And Mapping, LLC*

# CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

## CONTRACT FOR

### PROFESSIONAL ENGINEERING SERVICES

**THIS CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES** (the “Contract”) is made by and between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas 78705, (the “Authority”) and Surveying And Mapping, LLC having its principal business address at 4801 Southwest Parkway, Building 2, Suite 100, Austin, Texas 78735 (the “Engineer”).

#### WITNESSETH

**WHEREAS**, the Authority desires to contract for services generally described as professional engineering services, and more specifically described in Article 1; and,

**WHEREAS**, pursuant to a qualifications-based selection conducted in accordance with the Professional Services Procurement Act (Tex. Gov’t Code Sec. 2254.001, et. seq.), and the Authority’s Policy Code regarding the procurement of professional services, the Authority has selected the Engineer to provide the needed Services; and

**WHEREAS**, the Engineer has agreed to provide the Services subject to the terms and conditions hereinafter set forth.

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

#### AGREEMENT

##### ARTICLE 1

##### SCOPE OF SERVICES

The Engineer will perform the Services and provide the items necessary for fulfillment of the Contract as identified in Attachment A, Services (the “Services”) to be provided by the Engineer. All Services provided by the Engineer shall comply with the terms and conditions of this Contract and any Work Authorizations issued pursuant hereto. All Services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

This Contract does not obligate the Authority or the Executive Director to proceed with the Services or authorize the performance of work through a Work Authorization.

**ARTICLE 2  
CONTRACT PERIOD**

This Contract becomes effective when fully executed by all parties hereto (the “Effective Date”) and it shall terminate on June 30, 2025. A Work Authorization issued prior to expiration of this Contract may remain in effect until such time as the Services authorized under that Work Authorization are complete and accepted by the Mobility Authority. No new Services may be added to a Work Authorization after the termination date of June 30, 2025.

**ARTICLE 3  
COMPENSATION**

Compensation for the performance of the Services shall be provided as follows:

**A. Maximum Amount Payable.** The total amount payable under the Contract without modification is an amount not to exceed \$300,000.

**B. Methods for Compensation.** The method for compensating Engineer for Services performed shall be specified in the Work Authorization issued pursuant to Article 5 and shall be one of the following types:

(1) Cost-Plus

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), the Authority will agree to pay, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, hourly rates for the staff working on the assignment computed as follows:

$\text{Direct Labor Cost} \times (1.0 + \text{Overhead Rate}) \times (1.0 + \text{Profit } \%, \text{ in decimal form})$

where Direct Labor Cost equals employee’s actual annual salary divided by 2080 hours per year (subject to any applicable cap); Overhead Rate equals the Engineer’s most recent auditable overhead rate under 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR) or otherwise approved overhead rate pursuant to this subarticle; and Profit % reflects a ten percent (10%) profit. No increase shall be made to the specified profit percentage.

The Direct Labor Cost caps for the classifications of employees working for the Authority as of the Effective Date are reflected in Attachment B. Revisions to Direct Labor Cost caps for employee classifications and the auditable overhead rate may be proposed no more frequently than once per calendar year, and no sooner than 12 months after the Effective Date, and are subject to the written approval of the Executive Director.

Members of the Engineer’s team who perform key roles in providing the Services are identified in Attachment C, Key Team Members (the “Key Team Members”). The actual annual salaries for all Key Team Members will be set as of the Effective Date. Revisions to actual annual salaries billed to the Authority may be proposed

no more frequently than once per calendar year, and no sooner than 12 months after the Effective Date, are limited to no more than a 4% increase per year.

The Authority shall have the right to review and/or audit the Engineer's Direct Labor Costs, auditable overhead rates, and annual salaries of Key Team Members. Once approved, the range of Direct Labor Costs and auditable overhead rate will be used going forward until the next annual adjustment is requested and approved. Changes to the auditable overhead rate will not be applied retroactively to Direct Labor Costs incurred in the previous year. If the Engineer or a subconsultant of the Engineer does not have a FAR Part 31 overhead rate, the Engineer may submit alternate documentation supporting an appropriate auditable overhead rate for approval by the Executive Director. If an auditable overhead rate is not approved, fixed hourly rates must be submitted per subarticle 3.B.4 below. Prior to requesting any adjustment to its auditable overhead rate, the Engineer shall provide a copy of the report establishing a new FAR Part 31 rate for the Engineer to the Executive Director.

The payment of the hourly rates and allowed costs shall constitute full payment for all Services, liaisons, products, materials, and equipment required to deliver the Services.

#### (2) Unit Cost

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), the Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an agreed upon unit price multiplied by the number of units completed for each billing. This method of payment is generally reserved for work which has a definable work product but the quantity is uncertain and the Engineer assumes the risks for all costs. Each invoice submitted shall identify the specific Contract task(s) and completed work product/deliverable for the agreed upon price outlined in the Work Authorization.

#### (3) Lump Sum

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), the Authority will agree to pay Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, a Lump Sum amount for the specified category of services.

The Lump Sum will include compensation for Engineer's services and services of subconsultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

The portion of the Lump Sum amount billed for Engineer's Services will be based upon Engineer's estimate, as approved by the Authority's Director of Engineering, of the proportion of the total Services completed during the billing period to the Lump Sum amount.

(4) Specified Rate

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), and for the specified category of services, the Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an amount equal to the cumulative hours charged to the specific Project by each class of Engineer's employees multiplied by the Standard Hourly Rates for each applicable billing class for all Services performed on the specific Project, plus Reimbursable Expenses and sub consultant's charges, if any.

Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-Project operating costs, and operating margin or profit.

Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are included in Attachment B.

The total estimated compensation for the specified category of services shall be stated in the Work Authorization. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and sub consultants' charges, if any.

The amounts billed will be based on the cumulative hours charged to the specified category of services during the billing period by each class of Engineer's employees multiplied by the Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's sub consultant's charges, if any.

Revisions to the Standard Hourly Rates may be proposed no more frequently than once per calendar year, and no sooner than 12 months after the Effective Date, and are subject to written approval of the Executive Director.

**C. Limitations on Rates Utilized.** The Engineer represents that it shall not use an auditable overhead rate that exceeds the rate determined in accordance with FAR Part 31 (or successor regulations); the rate used shall be based on actual salary amounts for the individuals

performing the Services; and the Direct Labor Costs shall not exceed the caps in Attachment B and shall be based on actual salary amounts for the individuals performing the Services.

**D. Reimbursable Expenses.** Notwithstanding the foregoing, and subject to the limitations herein, the Engineer shall be entitled to reimbursement for the following categories of expenses: travel costs, printing costs for specified deliverables, automobile expenses, and other expenses directly approved the Executive Director (collectively, “Reimbursable Expenses”). Without prior approval by the Executive Director, the Authority shall not reimburse the Engineer for expenses associated with relocating personnel to complete the services described by this Contract. Roadway tolls incurred by the Engineer or any of its subconsultants in connection with performance of the Services will not be reimbursable under this Contract. Reimbursement shall be limited to the terms of any financial assistance or Project agreements with TxDOT or other third parties. Travel expenses will be limited to the rates published by the Texas Comptroller of Public Accounts.

Engineer acknowledges that all expenses and costs paid or reimbursed by the Authority using federal or state funds shall be paid or reimbursed in accordance with, and subject to, applicable policies of the Authority and other applicable state and federal laws, including the applicable requirements of OMB Circular A-87, which may reduce the amount of expenses and costs reimbursed to less than what was incurred.

The Engineer shall acquire all goods and services subject to the reimbursement by the Authority under this Contract on a tax-free basis pursuant to the Authority’s tax-exempt status described in subarticle 2.H. This provision applies to the extent the Authority’s tax-exempt status can reasonably be extended to purchases made directly by the Engineer.

**E. Subconsultants.** For the purposes of this Contract, a “subconsultant” is an individual or entity contracted by the Engineer to perform part of the Services. The Authority will reimburse the Engineer for the subconsultant’s fees and expenses for those Services if the Engineer provides a written description of the proposed services and the proposed price (using rates approved in Attachment B), to the Authority’s Director of Engineering before the Services are provided, and the Authority’s Director of Engineering has provided to the Engineer a written approval for the Services and the proposed price. Each invoice submitted by the subconsultant shall be in a form provided by the Authority. The Engineer may not charge a mark-up or commission on a subconsultant’s invoice, and the Authority will not reimburse the Engineer in an amount that exceeds the price proposal from the subconsultant that was approved by the Authority’s Director of Engineering.

**F. Non-compensable Time.** Time spent by the Engineer’s personnel or subconsultants in an administrative or supervisory capacity not related to the performance of the Services is not compensable and shall not be billed to the Authority. Time spent on work in excess of what would reasonably be considered appropriate under industry standards for the performance of such Services is not compensable, unless that additional time spent resulted from the Authority’s delay in providing information, materials, feedback, or other necessary



cooperation to the Engineer. The Authority will not pay any hourly compensation to the Engineer for Services or deliverables required due to an error, omission, or fault of the Engineer.

**G. Consistency of Classification/Duties and Hourly Rates.** Time spent by the Engineer's employees or subconsultants to perform services or functions capable of being carried out by other, subordinate personnel with a lower hourly rate shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel.

**H. Taxes.** All payments to be made by the Authority to the Engineer pursuant to this Contract are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. A "Texas Sales and Use Tax Exemption Certificate" is available from the Authority for use toward Project-related expenses upon request. Title to any consumable items purchased by the Engineer in performing this Contract shall be deemed to have passed to the Authority at the time the Engineer takes possession or earlier, and such consumable items shall immediately be marked, labeled, or physically identified as the property of the Authority, to the extent practicable.

#### **ARTICLE 4 INVOICE REQUIREMENTS**

The Engineer shall submit its monthly invoices certifying the fees charged and any Reimbursable Expenses for Services provided during the previous month and shall also present a reconciliation of monthly invoices (and related estimates) to which the work relates. Each invoice shall be in such detail as is required by the Authority and, if the work is eligible for payment through an agreement with TxDOT, in such detail as TxDOT may require, including a breakdown of Services provided on a Project-by-Project basis, together with other Services requested by the Authority. Upon request of the Authority, the Engineer shall also submit certified time and expense records directly related to Services provided to the Authority, and copies of all records that support invoiced fees and Reimbursable Expenses. All invoices must be consistent with the rates established by this Contract and the compensation method specified in the Work Authorization. Unless waived in writing by the Executive Director, or his designee no invoice may contain, and the Authority will not be required to pay, any charge for billable hours which is more than (90) days old at the time of invoicing.

**A. Form of Invoices.** The invoice shall show: (1) the Work Authorization number for each Work Authorization included in the billing; (2) the total amount earned thru the billing period; and (3) the amount due and payable as of the date of the current billing statement for each Work Authorization. The invoice shall indicate if the work has been completed or if the invoice is for partial completion of the work. The invoice shall be in the format provided by the Authority.

**B. Disadvantaged Business Enterprise (DBE)/Historically Underutilized Business (HUB) Forms.** The Engineer will be responsible for completing and including with each invoice all required DBE/HUB reporting forms included in the Work Authorization(s).

**C. Time and Place of Payment.** Upon receipt of an invoice that complies with all invoice requirements set forth in this Contract, the Authority shall make a good faith effort to

pay the undisputed amount, which is due and payable within thirty (30) days, provided that if all or a portion of the Services reflected in the invoice are to be reimbursed by TxDOT through an agreement between TxDOT and the Authority, the Authority shall make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT. **If the Authority disputes a request for payment by the Engineer, the Authority agrees to pay any undisputed portion of the invoice when due. The basis for any such dispute must be stated in writing within thirty (30) days after the Authority's receipt of the monthly invoice.**

**D. Withholding Payments.** The Authority reserves the right to withhold payment of all or portion of the Engineer's invoice in the event of any of the following: (1) a dispute over all or part of the work performed or costs thereof is not resolved within a thirty (30) day period following receipt of the invoice; (2) verification of satisfactory work performed has not been completed; or (3) if required reports (including third-party verifications, if any) are not received.

**E. Invoice and Progress Report Submittal Process.** The protocol for invoice and progress report submittal, review, and approval will be as follows:

- (1) The invoice submittal shall include:
  - Progress report
  - Forecast for completion of the scope
  - Invoice (in the required format provided by the Authority)
  - Supporting documents as requested
- (2) A progress report shall be submitted to the Authority at least once each calendar month;
- (3) An update to the Project schedule (using critical path method analysis) indicating the Project's overall status versus the baseline schedule (originally submitted with the Project Management Plan) shall be submitted to Authority at least once each calendar month;
- (4) In the event that invoices are not submitted on a monthly basis, a monthly submittal of the progress report and Project schedule information will be required nevertheless;
- (5) The invoice submittal shall not be later than the 10<sup>th</sup> day of the month following service unless otherwise directed; if submitted after the 10<sup>th</sup> day, it will be processed the following month;
- (6) As it relates to the Authority's end of fiscal year closeout efforts, the Engineer shall submit the invoice including their services through June 30<sup>th</sup> for a given year no later than July 7<sup>th</sup> of that same year;
- (7) The Authority's Director of Engineering and/or the Authority's General Engineering Consultant (GEC) (as defined in Article 19) will review the invoices to confirm that supporting documentation is included, and for

compliance with the Contract and consistency with the submitted progress report; and

- (8) The invoice will either be recommended for approval by the Authority's Director of Engineering and/or GEC, or the Authority's Director of Engineering and/or GEC will return it to the Engineer for required correction.

**F. Effect of Payments.** No payment by the Authority shall relieve the Engineer of its obligation to perform on a timely basis the Services required under this Contract. If, prior to acceptance of any Service, product or other deliverable, the Executive Director determines that said Service, product or deliverable does not satisfy the requirements of this Contract, the Executive Director may reject same and require the Engineer to correct or cure same within a reasonable period of time and at no additional cost to the Authority.

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

## **ARTICLE 5 WORK AUTHORIZATIONS**

**A. Use.** The Engineer shall not begin any work until the Executive Director and the Engineer have signed a Work Authorization and received a Notice to Proceed as defined in the Work Authorization. Costs incurred by the Engineer before a Work Authorization is fully executed or after the completion date specified in the Work Authorization are not eligible for reimbursement. Services performed shall be in strict accordance with the scope, schedule, and budget set forth in each Work Authorization issued pursuant to this Contract, and no Services shall be performed which are not the subject of a validly issued Work Authorization. The Executive Director will issue Work Authorizations to authorize all work under this Contract. No work shall begin on the activity until the Work Authorization is approved and fully executed. All work must be completed on or before the completion date specified in the Work Authorization.

**B. Contents.** Each Work Authorization shall include: (1) scope of Services including types of Services to be performed and a full description of the work required to perform those Services (2) a full description of general administration tasks exclusive to that Work Authorization (3) a work schedule (including beginning and ending dates) with milestones; (4) the basis of payment whether cost-plus, unit cost, lump sum, or specified rate; (5) a Work Authorization

budget as described in subarticle 5.C.; and (6) DBE/HUB Requirements. The Engineer shall not include additional contract terms and conditions in the Work Authorization.

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

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

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

**F. Supplemental Work Authorizations.** Before additional work may be performed or additional costs incurred beyond those authorized in a Work Authorization, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization to be approved by the Executive Director. Supplemental Work Authorizations, if required, must be executed by both parties. The Executive Director shall take such time as it deems necessary, in his sole discretion, to review the Supplemental Work Authorization.

**(1) Notice.** If the Engineer is of the opinion that any assigned work is beyond the scope of a Work Authorization and constitutes additional work beyond the Services to be provided under the Work Authorization, it shall promptly notify the Executive Director and submit written justification presenting the facts of the work and demonstrating how the work constitutes supplementary work.

**(2) Changes in Scope.** Changes that would modify the scope of the work authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. If the change in scope affects the amount payable under the Work Authorization, the Engineer shall prepare a revised Work Authorization budget for the Executive Director's approval. The Executive Director shall analyze the proposed justification, work hour estimate and cost. Upon approval of the need, the Executive Director shall negotiate the Supplemental Work Authorization scope with the Engineer, and then process the final Supplemental Work Authorization, subject to final written approval by the Executive Director.

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

**G. Completion.** Upon satisfactory completion of the Work Authorization, the Engineer shall submit a letter of completion along with the final deliverables for approval of the Executive Director.

## **ARTICLE 6 PROGRESS**

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

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

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

(1) problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of Project work units by established time periods; this disclosure will be accompanied by a statement of the action taken or contemplated, and any Authority or state/federal assistance needed to resolve the situation; and

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

**D. Corrective Action.** Should the Executive Director determine that the progress of work does not satisfy the milestone schedule (or other deadlines) set forth in a Work Authorization, the Executive Director shall review the work schedule with the Engineer to determine the nature of corrective action needed. The Executive Director's participation in reviewing the work schedule and determining corrective actions needed will not, in any way, excuse the Engineer from any responsibility or costs associated with the failure to timely perform the Services.

**E. More Time Needed.** If the Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed within the work schedule contained therein, the Engineer shall promptly notify the Executive Director and shall follow the procedure set forth in the Work Authorization. The Executive Director may, at his sole discretion, modify the work schedule to incorporate an extension of time with the execution of a Supplemental Work Authorization.

## **ARTICLE 7 SUSPENSION OF WORK AUTHORIZATION**

**A. Notice.** Should the Executive Director desire to suspend a Work Authorization (or a portion of the work authorized thereunder) but not terminate the Contract, the Executive

Director may provide written notification to the Engineer, giving ten (10) business days prior notice. Both parties may waive the ten (10) business day notice requirement in writing.

**B. Reinstatement.** All or part of a Work Authorization may be reinstated and resumed in full force and effect within thirty (30) days of receipt of written notice from the Executive Director to resume the work. Both parties may waive the thirty (30) day notice requirement in writing.

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

## **ARTICLE 8 CHANGES IN WORK**

**A. Work Previously Submitted as Satisfactory.** If the Engineer has submitted work in accordance with the terms of this Contract and Work Authorization(s) but the Executive Director requests changes to the completed work or parts thereof which involve changes to the original scope of Services or character of work under the Contract and Work Authorization(s), the Engineer shall make such revisions as requested and as directed by the Executive Director, provided the work is reflected in a Supplemental Work Authorization.

**B. Work Does Not Comply with Contract.** If the Engineer submits work that does not comply with the terms of this Contract or Work Authorization(s), the Executive Director shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with the Contract or Work Authorization(s). No additional compensation shall be paid for these revisions or re-work.

## **ARTICLE 9 OWNERSHIP OF DATA**

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

**B. Ownership of Plans.** Notwithstanding any provision in this Contract or in common law or statute to the contrary all of the plans, tracings, estimates, specifications, computer records, discs, tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, survey notes, and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Engineer, including all information prepared for or posted on the Authority's website and together with all materials and data furnished to it by the Authority, are and at all times shall be and remain the property of the Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Authority. Engineer hereby assigns any and all rights and interests it may have in the foregoing to the Authority, and Engineer hereby agrees to provide reasonable cooperation as may be requested by the Authority in connection with the Authority's efforts to perfect or protect rights and interests in the foregoing; and if at any time demand be made by the Authority for any of the

above materials, records, and documents, whether after termination of this Contract or otherwise, such shall be turned over to the Authority without delay. The Authority hereby grants the Engineer a revocable license to retain and utilize the foregoing materials for the limited purpose of fulfilling Engineer's obligations under this Contract, said license to terminate and expire upon the earlier to occur of (a) the completion of Services described in this Contract or (b) the termination of this Contract, at which time the Engineer shall deliver to the Authority all such materials and documents. If the Engineer or a subconsultant desires later to use any of the data generated or obtained by it in connection with any Project or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the Executive Director. The Engineer shall retain its copyright and ownership rights in its own back-office databases and computer software that are not developed for the Authority or for purposes of this Contract. Intellectual property developed, utilized, or modified in the performance of Services for which the Engineer is compensated under the terms of this Contract shall remain the property of the Authority, Engineer hereby agrees to provide reasonable cooperation as may be requested by the Authority in connection with the Authority's efforts to perfect or protect such intellectual property. The Authority retains an unrestricted license for software packages developed in whole or in part with Authority funds.

**C. Separate Assignment.** If for any reason the agreement of the Authority and the Engineer set forth in subarticle 9.B. regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the Engineer hereby assigns and agrees to assign to the Authority all right, title, and interest that Engineer may have or at any time acquire in said work product and other materials, without royalty, fee or additional consideration of any sort, and without regard to whether this Contract has terminated or remains in force. The Authority hereby acknowledges, however, that all documents and other work product provided by the Engineer to the Authority and resulting from the Services performed under this Contract are intended by the Engineer solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Engineer shall have no liability for the use by the Authority of any work product generated by the Engineer under this Contract on any Project other than for the specific purpose and Project for which the work product was prepared.

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

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

**ARTICLE 10  
PUBLIC INFORMATION AND CONFIDENTIALITY**

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

**B. Confidentiality.** The Engineer shall not disclose information obtained from the Authority under this Contract without the express written consent of the Executive Director. All employees of the Engineer and its subconsultants working on the Project may be required to sign a non-disclosure and confidentiality agreement.

**C. Access to Information.** The Engineer is required to make any information created or exchanged with the Authority pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act as determined by the Authority, available in a format that is accessible by the public at no additional charge to the Authority.

**ARTICLE 11  
PERSONNEL, EQUIPMENT AND MATERIAL**

**A. Engineer Resources.** The Engineer shall furnish and maintain an office for the performance of all Services, in addition to providing adequate and sufficient personnel and equipment to perform the Services required under the Contract. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Services required under this Contract, or it will be able to obtain such personnel from sources other than the Authority.

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

**C. Authority Approval of Replacement Personnel.** The Engineer may not replace any Key Team Member, as designated in the applicable Work Authorization, without prior written approval of the Director of Engineering. If any Key Team Member cease to work on this Contract, the Engineer must notify the Director of Engineering in writing as soon as possible, but in any event within (3) three business days. The notification must give the reason for removal. The Engineer must receive written approval from the Director of Engineering of proposed replacement Key Team Member. The Director of Engineering's approval will be based upon the proposed replacement Key Team Member qualifications to provide the required Services. Approval will not be unreasonably withheld.

**D. Liquidated Damages.** The selection of Engineer to provide the Services under this Contract was based, in part, on the Key Team Member identified in Engineer's proposal. Because of the importance and unique nature of the Services to be provided by Key Team Member identified in Attachment C it is impractical to calculate the actual losses that would be suffered



by the Authority by the loss of Key Team Member from the Contract. Therefore, the Engineer agrees to compensate the Authority for its losses by paying liquidated damages in the amount of \$2,500 per day per Key Team Member position in Attachment C if any Key Team Member is removed by the Engineer by reassignment without prior written approval from the Director of Engineering. Liquidated damages will accrue from the date the Engineer removes the Key Team Member in Attachment C from the Contract if the parties do not agree on a replacement within (14) calendar days after the Key Team Member are removed from the Contract. If a replacement is agreed upon within that fourteen (14) calendar day period the liquidated damages will be waived. Liquidated damages shall cease when the parties agree on a substitute or when the Contract is terminated.

**E. Ownership of Acquired Property.** Except to the extent that a specific provision of this Contract states to the contrary, and as provided in subarticle 9.B., the Authority shall own all intellectual and other property acquired or developed under this Contract and all equipment purchased by the Engineer or its subconsultants under this Contract. All intellectual property and equipment owned by the Authority shall be delivered to the Director of Engineering when the Contract or applicable Work Authorization terminates, or when it is no longer needed for work performed under this Contract, whichever occurs first. In the event that a capital item is purchased for the sole use of the Authority, title shall pass or transfer to the Authority upon acquisition and prior to any use of the item by the Engineer.

## **ARTICLE 12 SUBCONTRACTING**

**A. Prior Approval.** The Engineer shall not assign, subcontract, or transfer any portion of Services related to the work under this Contract unless specified in an executed Work Authorization or otherwise without first obtaining the prior written approval from the Executive Director. Request for approval should include a written description of the proposed services, and, using rates established in Attachment B, a proposed price.

**B. DBE/HUB Compliance.** The Engineer's subcontracting program shall comply with the DBE/HUB requirements described in the Work Authorization(s).

**C. Required Provisions.** All subcontracts shall include the provisions included in this Contract and any provisions required by law.

**D. Engineer Responsibilities.** No subcontract shall relieve the Engineer of any of its responsibilities under this Contract and of any liability for work performed under this Contract, even if performed by a subconsultant or other third party performing work for or on behalf of the Engineer.

**E. Invoice Approval and Processing.** All subconsultants shall prepare and submit their invoices on the same billing cycle and format as the Engineer (so as to be included in invoices submitted by the Engineer).

**ARTICLE 13  
INSPECTION OF WORK**

**A. Review Rights.** Under this Contract, the Authority, TxDOT, and the U.S. Department of Transportation, and any authorized representative of the Authority, TxDOT, or the U.S. Department of Transportation, shall have the right at all reasonable times to inspect, review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

**B. Reasonable Access.** If any inspection, review or evaluation is made on the premises of the Engineer or a subconsultant under this Article, the Engineer shall provide and require its subconsultants to provide all reasonable facilities and assistance for the safety and convenience of the persons performing the review in the performance of their duties.

**ARTICLE 14  
SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval by the Director of Engineering before a final report is issued. The Director of Engineering's comments on the Engineer's preliminary report must be addressed in the final report. Draft reports shall be considered confidential unless otherwise indicated by the Director of Engineering.

**ARTICLE 15  
VIOLATION OF CONTRACT TERMS**

**A. Increased Costs.** Violation of Contract terms, breach of contract, or default by the Engineer shall be grounds for termination of the Contract pursuant to Article 16, and any increased or additional cost incurred by the Authority arising from the Engineer's default, breach of contract or violation of contract terms shall be paid by the Engineer.

**B. Remedies.** This Contract shall not be considered as specifying the exclusive remedy for any default, and all remedies existing at law and in equity shall be available to the parties and shall be cumulative.

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

**ARTICLE 16  
TERMINATION**

**A. Termination.** The Contract may be terminated before the stated completion date by any of the following conditions:

- (1) by mutual agreement and consent, in writing from both parties;

(2) by the Executive Director by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the Services set forth herein in a satisfactory manner or if the Engineer violates the provisions of Article 23, Gratuities, or DBE/HUB Requirements;

(3) by either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) days written notice and opportunity to cure;

(4) by the Executive Director for his convenience and in his sole discretion, not subject to the consent of the Engineer, by giving thirty (30) days written notice of termination to the Engineer; or

(5) by satisfactory completion of all Services and obligations described herein.

**B. Measurement.** Should the Executive Director terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination, the Executive Director shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Executive Director terminate this Contract under subarticles 16.A.3 & 4, the Engineer shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty (30) days.

**C. Value of Completed Work.** If the Engineer defaults in the performance of this Contract or if the Executive Director terminates this Contract for fault on the part of the Engineer, the Executive Director will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in the applicable Work Authorization) by the Engineer in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; (6) delays in opening a revenue generating Project and costs (including lost revenues) resulting therefrom; and (7) other factors which affect the value to the Authority of the work performed.

**D. Surviving Requirements.** The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Authority and the Engineer under this Contract, except for those provisions that establish responsibilities that extend beyond the Contract period, including without limitation the provisions of Article 18.

**E. Payment of Additional Costs.** If termination of this Contract is due to the failure of the Engineer to fulfill its Contract obligations, the Authority may take over the Project and

prosecute the work to completion, and the Engineer shall be liable to the Authority for any additional cost to the Authority.

**ARTICLE 17**  
**COMPLIANCE WITH LAWS AND AUTHORITY POLICIES**

The Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, licensing laws and regulations, the Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. The Engineer shall comply with all applicable Authority policies and procedures as outlined in the Mobility Authority Policy Code handbook available on the Authority's website (<https://www.mobilityauthority.com/about/policy-disclaimers/code>). When required, the Engineer shall furnish the Authority with satisfactory proof of its compliance therewith.

**ARTICLE 18**  
**INDEMNIFICATION**

**THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AGENTS AND CONSULTANTS WHICH, FOR THE PURPOSES OF THIS CONTRACT, SHALL INCLUDE THE AUTHORITY'S GEC, GENERAL COUNSEL, BOND COUNSEL, FINANCIAL ADVISORS, TRAFFIC AND REVENUE ENGINEERS, TOLL OPERATIONS/COLLECTIONS FIRMS, AND UNDERWRITERS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONSULTANTS AND AGENTS WITH RESPECT TO THE ENGINEER'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS CONTRACT OR ACTIONS RESULTING IN CLAIMS AGAINST THE INDEMNIFIED PARTIES. IN SUCH EVENT, THE ENGINEER SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND THE INDEMNIFIED PARTIES FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE AUTHORITY AND/OR ANY OF THE INDEMNIFIED PARTIES, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE ENGINEER SHALL, NEVERTHELESS, INDEMNIFY THE AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONSULTANTS AND AGENTS OR TO THEIR CONDUCT.**

**ARTICLE 19**  
**ROLE OF GENERAL ENGINEERING CONSULTANT (GEC)**

The Authority will utilize a GEC to assist in its management of this Contract. The GEC is an independent contractor and is authorized by the Authority to provide the management and technical direction for this Contract on behalf of the Authority, provided that the GEC is not an

agent of the Authority. All the technical and administrative provisions of the Contract shall be managed by the GEC, and the Engineer shall comply with all of the GEC's directives that are within the purview of the Contract. Decisions concerning Contract amendments and adjustments, such as time extensions and Supplemental Work Authorizations, shall be made by the Executive Director, unless otherwise specified; however, requests for such amendments or adjustments shall be made through the GEC, who shall forward such requests to the Executive Director with its comments and recommendations.

Should any dispute arise between the GEC and the Engineer, concerning the conduct of this Contract, either party may request a resolution of said dispute by the Executive Director, whose decision shall be final.

## **ARTICLE 20 ENGINEER'S RESPONSIBILITY**

**A. Accuracy.** The Engineer shall have total responsibility for the accuracy and completeness of all work prepared and completed under this Contract and shall check all such material accordingly. The Engineer shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation.

**B. Errors and Omissions.** The Authority and Engineer will address errors and omissions as follows:

(1) The Engineer's responsibility for all questions and/or clarification of any ambiguities arising from errors and omissions will be determined by the Executive Director.

(2) A problem resulting from an error and omission may be identified during the development of the PS&E, as well as before, during, or after construction. The Engineer will be responsible for errors and omissions before, during, and after construction of a Project, as well as before and after Contract termination.

(3) The phrase error and omission is used throughout to mean an error, an omission, or a combination of error and omission.

(4) When an apparent error and omission is identified in work provided by the Engineer, the Executive Director will notify the Engineer of the problem and involve the Engineer in efforts to resolve it and determine the most effective solution, provided that the Executive Director shall ultimately determine the solution that is chosen.

(5) Errors and omissions identified during PS&E development/prior to Project construction will be corrected at the Engineer's expense with no additional cost to the Authority.

(6) During and after construction, errors and omissions can potentially result in significant additional costs to the Authority that they would not have incurred if the construction plans had been correct. The resulting additional costs are considered damages that the Authority will collect from the Engineer, including through offset to amounts owed to the Engineer.

(7) After a Project is constructed and is in use, there is a possibility of a contractor claim that may involve a previous error and omission by the Engineer identified during construction; it is also possible the Engineer could be responsible for some or all of the cost of the contractor claim. If there is a possibility of Engineer responsibility, upon notice of the contractor claim, the Executive Director must notify the Engineer of the situation and provide the Engineer the opportunity to contribute any information to the Executive Director that may be useful in addressing the contractor claim. The Engineer will not be involved in any discussions or negotiations with the contractor during the claims process. Upon settlement of all previous claims with the contractor, if additional costs are identified, the Executive Director should consider the same factors as during construction in determining the Engineer's level of responsibility.

(8) The additional costs which are considered damages to the Authority and are to be recovered should represent actual cost to the Authority.

(9) The Executive Director will not accept in-kind services from the Engineer as payment for additional costs owed.

(10) The Engineer is responsible for promptly correcting errors and omissions without compensation. In the situation of a dispute concerning whether or not the work is compensable, the Engineer shall not delay the work.

(11) A letter will be transmitted by the Executive Director formally notifying the Engineer of payment required for the error and omission and will indicate the Engineer's apparent liability for the identified additional costs. The letter will include an outline of the errors and omissions, along with the additional costs, and references to any previous points of coordination and preliminary agreements. Within 30 calendar days of the date of the letter, a response is required from the Engineer with: (a) payment, (b) a request for a meeting, or (c) a request for the Executive Director to reconsider whether the Executive Director should pursue reimbursement for the identified error and omission. If a response or payment is not received from the Engineer, the Authority may pursue legal action against the Engineer, in addition to offset of payments to the Engineer, claims against insurance and other remedies available under the Contract.

(12) It is the Executive Director's responsibility to identify errors and omissions and fairly evaluate the responsibility for additional cost when applicable. It is the responsibility of the Authority staff to ensure that the Authority's business practices are professional, fair, equitable, and reasonable.

**C. Professionalism.** The Engineer shall perform the services it provides under the Contract: (1) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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

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

## **ARTICLE 21 NONCOLLUSION**

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

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

## **ARTICLE 22 INSURANCE**

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

**A. Workers Compensation Insurance.** In accordance with the laws of the State of Texas and employer's liability coverage with a limit of not less than \$1,000,000. This policy shall be endorsed to include a waiver of subrogation in favor of the Authority.

**B. Comprehensive General Liability Insurance.** With limits not less than \$1,000,000 for bodily injury, including those resulting in death, and \$1,000,000 for property damage on account of any one occurrence, with an aggregate limit of \$1,000,000.

**C. Comprehensive Automobile Liability Insurance.** Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to any one person, and \$1,000,000 on account on any one occurrence, and \$1,000,000 for property damage on account of any one occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the

coverage of the policy any vehicle to be used in connection with the performance of the Engineer's obligations under this Contract.

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

**E. Valuable Papers Insurance.** In an amount sufficient to assure the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials relating to the Services provided under this Contract in the event of their loss or destruction, until such time as the work has been delivered to the Authority.

**F. Architects and/or Engineers Professional Liability insurance.** Engineer shall provide and maintain professional liability coverage, with limits not less than \$5,000,000 per claim and \$5,000,000 aggregate. The professional liability coverage shall protect against any negligent act, error or omission arising out of design or engineering activities, including environmental related activities, with respect to the Project, including coverage for negligent acts, errors or omissions by any member of the Engineer and its subconsultants (including, but not limited to design subconsultants and subconsultants) of any tier. The policy must provide that coverage extends a minimum of three (3) years beyond the Engineer's completion of the Services. This policy shall be endorsed to include a waiver of subrogation in favor of the Authority.

**G. General for All Insurance.** The Engineer shall promptly, upon execution of this Contract, furnish certificates of insurance to the Executive Director indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subarticles 22.A. through D., above, by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subarticle 22.E., a rating by A. M. Best Company or similar rating service satisfactory to the Authority and/or its insurance consultant; and (c) otherwise acceptable to the Executive Director.

All policies are to be written through companies authorized to transact that class of insurance in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Contract or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subarticles 22.B., C., and D., above, shall name the Authority as additional insured and shall protect the Authority, its officers, employees, and directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful acts or failures to act by the Engineer, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Contract. Certificates shall also indicate that the contractual liability assumed in Article 18, above, is included.

The insurance carrier shall include in each of the insurance policies required under subarticles 22.A. through 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 Mobility Authority, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director”

**H. Subconsultant.** The Engineer shall be liable for work performed by the subconsultant and Engineer’s insurance shall cover the work, actions, errors and omissions of the subconsultant.

### **ARTICLE 23 GRATUITIES**

**A. Employees Not to Benefit.** Authority policy mandates that the director, employee or agent of the Authority shall not accept any gift, favor, or service that might reasonably tend to influence the director, employee or agent in making of procurement decisions. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Executive Director of the Authority.

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

### **ARTICLE 24 DISADVANTAGED BUSINESS ENTERPRISE/HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS**

The Engineer agrees to comply with the DBE/HUB requirements and reporting guidelines set forth in the Work Authorization(s). The DBE/HUB Goal established for this Project is as set forth in the Work Authorization. The Engineer also agrees to comply with the DBE/HUB subcontracting plan that was included in the response that the Engineer submitted to the Authority’s Request for Qualifications.

### **ARTICLE 25 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

The Engineer must comply with the Certificate of Interested Parties (Form 1295) adopted by the Texas Legislature as House Bill 1295, which added section 2252.908 of the Government Code, available for review at the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

The Engineer, after award, is required to complete and submit Form 1295 if the Engineer has either of the following contracts with a governmental entity or state agency starting as of January 1, 2016:

- (1) Requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- (2) Has a value of at least \$1 million.

**ARTICLE 26**  
**MAINTENANCE, RETENTION AND AUDIT OF RECORDS**

**A. Retention Period.** The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and Services provided (hereinafter called the Records). The Engineer shall make the Records available at its office during the Contract period and for four (4) years from the date of final payment under this Contract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

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

**ARTICLE 27**  
**CIVIL RIGHTS COMPLIANCE**

**A. Compliance with Regulations.** The Engineer shall comply with the Acts and Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), FHWA, as they may be amended from time to time, which are herein incorporated by reference and made part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Engineer shall not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Contract covers any activity, Project, or program set forth in Appendix B of 49 CFR Part 21.

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

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Authority or the FHWA to be pertinent to ascertain compliance with such Acts,

Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Authority or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the Nondiscrimination provisions of this Contract, the Authority shall impose such Contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the Engineer under the Contract until the Engineer complies and/or
- (2) cancelling, terminating, or suspending of the Contract, in whole or in part.

## **ARTICLE 28 PATENT RIGHTS**

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

## **ARTICLE 29 DISPUTES**

**A. Disputes Not Related to Contract Services.** The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the Services authorized herein.

**B. Disputes Concerning Work or Cost.** The Executive Director of the Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, and his decision upon all claims, questions and disputes shall be final. The Engineer shall comply with the decision of the Executive Director with regard to the resolution of any such disputes.

## **ARTICLE 30 SUCCESSORS AND ASSIGNS**

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

## **ARTICLE 31 SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 32  
PRIOR CONTRACTS SUPERSEDED**

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

**ARTICLE 33  
CONFLICT OF INTEREST**

**A. Representation by Engineer.** The undersigned Engineer represents that it has no conflict of interest that would in any way interfere with its or its employees' performance of Services for the Authority or which in any way conflicts with the interests of the Authority and certifies that it is in full compliance with the Authority's Policy Code related to Conflicts of Interest. The Engineer shall prevent any actions or conditions that could result in a conflict with the Authority's interests.

**B. Certification Status.** The Engineer certifies that it is not:

- (1) a person required to register as a lobbyist under Chapter 305, Government Code
- (2) a public relations firm
- (3) a government consultant

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

**D. Engineering Services for the Construction Contractor.** Specific to the Project for which the Services are being provided under this Contract, the Engineer shall not provide services directly to the contractor responsible for constructing the Project unless approved by the Executive Director.

**ARTICLE 34  
ENTIRETY OF AGREEMENT**

**This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Contract shall be valid unless made in writing signed by both parties hereto.**

**ARTICLE 35  
SIGNATORY WARRANTY**

**The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete authority to enter into this Contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the Authority to enter into this Contract.**

**ARTICLE 36  
NOTICES**

A notice, demand, request, report, and other communication required or permitted under this Contract, or which any party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii) two days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such party at their address set forth below, or to such other address as a party may from time to time designate under this article, or (iii) receipt of an electronic mail transmission (attaching scanned documents in a format such as .pdf or .tif) for which confirmation of receipt by the other party has been obtained by the sending party:

In the case of the Engineer:

Patrick A. Smith, Principal/Executive VP  
Surveying And Mapping, LLC  
4801 Southwest Parkway  
Bldg. Two, Suite 100  
Austin, TX 78735  
Email: psmith@sam.biz

with a copy to:

Cookie F. Munson, General Counsel  
Surveying And Mapping, LLC  
4801 Southwest Parkway  
Bldg. Two, Suite 100  
Austin, TX 78735  
Email: cmunson@sam.biz

In the case of the Authority:

James M. Bass, Executive Director  
Central Texas Regional Mobility Authority  
3300 North IH 35, Suite 300  
Austin, TX 78705  
Email: jbass@ctrma.org

with a copy to:

Mike Sexton, Acting Director of Engineering  
Central Texas Regional Mobility Authority  
3300 North IH 35, Suite 300  
Austin, TX 78705  
Email: ms Sexton@ctrma.org

A party may change the information provided in this article for notification purposes by providing notice to the other party of the new information and the effective date of the change.

### **ARTICLE 37 BUSINESS DAYS AND DAYS**

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

### **ARTICLE 38 INCORPORATION OF PROVISIONS**

**Attachments A through C are attached hereto and incorporated into this Contract as if fully set forth herein.**

### **ARTICLE 39 PRIORITY OF DOCUMENTS/ORDER OF PRECEDENCE**

This Contract, and each of the Attachments (together, the “Contract Documents”), are an essential part of the agreement between the Authority and the Engineer, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete Contract. In the event of any conflict among the Contract Documents or between the Contract Documents and other documents, the order of precedence shall be as set forth below:

- A. Supplemental Work Authorizations;
- B. Work Authorizations;
- C. Contract Amendments;
- D. This Contract;
- E. The Request for Qualifications;
- F. The Engineer’s Response to the Request for Qualifications.

Additional details and more stringent requirements contained in a lower priority document will control unless the requirements of the lower priority document present an actual conflict with the requirements of the higher-level document. Notwithstanding the order of precedence among Contract Documents set forth in this Article 39, in the event of a conflict within a Contract Document or set of Contract Documents with the same order of priority (including within documents referenced therein), the Executive Director shall have the right to determine, in his sole discretion, which provision applies.

**ARTICLE 40  
CONTRACTOR CERTIFICATIONS**

**A. Entities that Boycott Israel.** The Contractor represents and warrants that (1) it does not, and shall not for the duration of this Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of the contract, the Contractor shall promptly notify the Authority.

**B. Entities that Boycott Energy Companies.** The Contractor represents and warrants that: (1) it does not, and will not for the duration of this Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, the Contractor shall promptly notify the Authority.

**C. Entities that Discriminate Against Firearm Entities or Trade Associations.** The Contractor verifies that: (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, the Engineer shall promptly notify the Authority.

**ARTICLE 41  
ABBREVIATIONS AND DEFINITIONS**

Acts and Regulations	Federal, state, and local acts and regulations which are applicable to the Contract
Agreement	This contract
Authority	Central Texas Regional Mobility Authority
CFR	Code of Federal Regulations
Contract	This contract document and its attachments
DBE	Disadvantaged Business Enterprise
Engineer	The service provider performing the services under this Contract
Executive Director	The Executive Director of the Authority, or anyone to whom he has delegated the authority to act on his behalf
FAR	Federal Acquisition Regulations
FHWA	Federal Highway Administration
GEC	General Engineering Consultant
HUB	Historically Underutilized Business
OMB	Office of Management and Budget

Project	Any capital improvement, rehabilitation, repair, maintenance, or other work in conjunction with the Authority's or a partner's facilities.
PS&E	Plans, specifications, and estimate
Services	Any work assigned under this contract
TxDOT	Texas Department of Transportation
USDOT	United States Department of Transportation
Work Authorization	Any work authorization arising from this contract
Year	When not otherwise clarified, "year" refers to a 12-month period



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

**THE ENGINEER**

**CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY**

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

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

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

James M. Bass  
\_\_\_\_\_  
(Printed Name)

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

Executive Director  
\_\_\_\_\_  
(Title)

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

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

**Attachments to Contract for Professional Engineering Services**

<b>Attachments</b>	<b>Title</b>
A	Services to be Provided by the Engineer
B	Rate Schedule
C	Key Team Members

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**

Professional services (the Services) to be provided by the SUE consultant team (Engineer) include:

- Establishing the location of existing underground and overhead utilities within the limits of various Mobility Authority projects and determining how these utilities may be impacted by proposed projects using industry-accepted SUE methods.
- Identifying and physically marking the location of existing underground utilities within the limits of various Mobility Authority projects.

The Engineer shall provide qualified technical and professional personnel that adhere to professional standards consistent with those typically met by nationally known and highly regarded subsurface utility engineering firms. Unless otherwise instructed by the Mobility Authority, the Engineer shall minimize the need for the Mobility Authority to apply its own resources to assignments.

**Scope of Work – General SUE Services**

**1. Subsurface Utility Engineering**

1.1. As requested, the Engineer will perform subsurface and above-ground utility engineering services for the project in general accordance with ACSE/CI Standard 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data” (<http://www.fhwa.dot.gov/programadmin/asce.cfm>). This standard provides four levels to describe and depict the quality of subsurface utility information. Generally, those four levels are:

- Quality Level D (QLD) – Information obtained from existing utility records and other sources (Texas811, Railroad Commission of Texas, verbal recollection, as-built plans, etc.).
- Quality Level C (QLC) – Surveyed data depicting visible above-ground features supplemented with QLD information. Professional judgement is used to correlate surveyed locations with QLD data in determining utility locations.
- Quality Level B (QLB) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QLC information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot. The Engineer will include resolution of discrepancies between utility owner records and designating data.
- Quality Level A (QLA) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QLB information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet. The

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**

Engineer will assist in the development of test hole locations, work plans, and provide a comprehensive utility plan signed and sealed by the responsible Engineer.

1.2. As requested, the Engineer shall conduct a Utility Engineering Investigation to determine the location of Mobility Authority owned utilities including irrigation lines, power and communication conduit and duct bank runs within the project area, using Quality Level B standards wherever possible.

- a. The Engineer shall compile "As-Built" information from plans, plats and other location data as provided by the Mobility Authority using Quality Level C and D standards. A color-coded composite Existing Utility Layout with quality levels and line sizes will be prepared and delivered to the Authority. It is understood by both the Engineer and the Mobility Authority that the line sizes of utility facilities detailed on the deliverable are from the best available records. All utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards shall be clearly identified. These utilities must have a unique line style and symbology in the Existing Utility Layout deliverable. All above ground appurtenance locations must be included in the deliverable to the Mobility Authority. This information will be provided in the latest version of an ESRI ArcGIS geodatabase using the data dictionary provided by the Mobility Authority with attributes as requested by the Mobility Authority. The electronic file will be delivered by file transfer method as requested by the Mobility Authority.

1.3. Designate (Quality Level B)

Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Service are inclusive of Quality levels C and D.

The Engineer shall:

- a. As requested by the Mobility Authority compile "As Built" information from plans, plats and other location data as provided by the utility owners.
- b. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Engineer shall examine utility owner's work to ensure accuracy and completeness.
- c. Designate, record, and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the Mobility Authority. A non-water base

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**

paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.

- d. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, shall be prepared and delivered to the Mobility Authority. It is understood by both the Engineer and the Mobility Authority that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the Mobility Authority. This information shall be provided in the latest version of Micro Station or Geopak used by the Mobility Authority. The electronic file will be delivered electronically, as required by the Mobility Authority. When requested, a hard copy is required and must be signed, sealed, and dated by the Engineer. When requested by the Mobility Authority, the designated utility information must be over laid on the Mobility Authority's design plans.
- e. Determine and inform the Mobility Authority of the approximate utility depths at critical locations as determined by the Mobility Authority. This depth indication is understood by both the Engineer and the Mobility Authority to be approximate only and is not intended to be used preparing the right of way and construction plans.
- f. Provide a monthly summary of work completed and in process with adequate detail to verify compliance with agreed work schedule.
- g. Close-out permits as required.
- h. Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.
- i. Comply with all applicable policies and procedural manuals.

**1.4. Subsurface Utility Locate (test hole) Service (Quality Level A)**

Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D.

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**

The Engineer shall:

- a. Review requested test hole locations and advise the Mobility Authority in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
- b. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
- c. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
- d. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
  - Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
  - Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
  - Elevation of existing grade over utility at test hole location.
  - Horizontal location referenced to project coordinate datum.
  - Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
  - Utility facility material(s).
  - Utility facility condition.
  - Pavement thickness and type.
  - Coating/Wrapping information and condition.
  - Unusual circumstances or field conditions.
- e. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.
- f. Be responsible for any damage to the utility during the locating process. In the event of damage, the Engineer shall stop work, notify the appropriate utility facility owner, the Mobility Authority and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The Engineer shall not resume work until the utility facility owner has determined the corrective action to be taken. The Engineer shall be liable for

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**

all costs involved in the repair or replacement of the utility facility.

- g. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
- h. Furnish and install a permanent above ground marker (as specified by the Mobility Authority, directly above center line of the utility facility).
- i. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the Engineer shall return to correct the condition at no extra charge to the Mobility Authority.
- j. Plot utility location position information to scale and provide a comprehensive utility plan sign and sealed by the responsible Engineer. This information shall be provided in the latest version of Micro Station or Geopak format used by the Mobility Authority and delivered electronically. When requested by the Mobility Authority, the Locate information must be overlaid on the State's design plans.
- k. Return plans, profiles, and test hole data sheets to the Mobility Authority. If requested, conduct a review of the findings with the Mobility Authority.
- l. Close-out permits as required.

**2. On-Call Locating and Marking of Mobility Authority owned utilities**

- 2.1. As requested, the Engineer will provide on-call utility locating and marking services. On-call utility locating and marking means to respond to notifications to locate and mark utilities in the field typically within two weeks, occasionally within 48 hours of being notified by the Mobility Authority. A request for on-call locating and marking will include a description of the area to be marked based on available records.
- 2.2. Any corrections or updates noted during marking shall be communicated to the Mobility Authority to determine if modification to the records is warranted.
- 2.3. All markings shall be made with a tolerance zone including the width of the utility plus 18 inches as measured horizontally from each side of the utility. Markings shall be made with paint, chalk, flags, stakes, brushes, or offsets as required by the surface and environmental conditions that exist in the field using the American Public Works Association (APWA) Uniform Color Code as described in Appendix B Uniform Color Code and Marking Guide of the CGA Best Practices Guide.

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**

2.4. All locates shall be performed using electromagnetic means where possible unless otherwise directed by the Mobility Authority.

2.5. On-call locating and marking shall be documented with a report to the Mobility Authority promptly after completion of the work including but not limited to a description of the area marked, designation person(s) who performed the work, any problems encountered during the work, any corrections or updates that may be needed to the records, and digital photographs of the area showing the markings.

**3. Data Management**

The Engineer shall be responsible for processing the surveyed utility information acquired during the 'designating' and 'locating' phases of service and submitting this information in a format acceptable to the Mobility Authority for use in an appropriate CADD system or onto project drawings.

**4. Project Coordination Activities**

The Engineer shall coordinate all activities with the Mobility Authority or GEC, to facilitate the orderly progress and timely completion of the project. The following services shall be provided:

4.1. Initial Project Meeting

Attend an initial meeting and an on-site inspection (when appropriate) to ensure familiarity with existing conditions and to establish project requirements.

4.2. Work Plan

Develop a work plan that includes a list of the tasks to be performed and schedule of the work effort.

4.3. Progress Meetings

Meet with the Mobility Authority or GEC as required to coordinate the work effort and resolve issues. Prepare a written report of such meetings. These meetings provide the opportunity to review:

- a. Activities completed since the last meeting
- b. Problems encountered
- c. Late activities
- d. Activities required by the next progress meeting
- e. Solutions for unresolved and/or anticipated problems
- f. Information or items required from other agencies/consultants

4.4. External Communications

Coordinate all activities with the Mobility Authority or GEC. Provide copies of diaries,

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**

correspondence and other documentation of work-related communications between Engineer, utility owners, the Mobility Authority, GEC, and other outside entities.

**5. Miscellaneous Activities**

The SUE consultant shall also be responsible for the following:

5.1. Traffic Control

Provide all traffic control, labor, and equipment. Comply with the regulations of the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD) of the State of Texas. Obtain approval from the Mobility Authority or GEC concerning the proposed method of handling traffic prior to commencing work.



ATTACHMENT B  
RATE SCHEDULE

2022 Billing Rates				
	Unit	Raw Rate (Not to Exceed)	Loaded Rate (Not to Exceed)	Unit Cost (Not to Exceed)
<b>Subsurface Utility Engineering (SUE) Services</b>				
Project Manager	hr.	\$ 75.00	\$ 243.56	
Utility Engineer	hr.	\$ 47.00	\$ 152.63	
Senior Utility Engineer	hr.	\$ 58.00	\$ 188.36	
Sr. Project Manager	hr.	\$ 67.00	\$ 217.58	
Graduate Engineer	hr.	\$ 42.00	\$ 136.40	
Senior Office Technician	hr.	\$ 40.00	\$ 129.90	
Office Technician	hr.	\$ 30.00	\$ 97.43	
Administrative Assistant	hr.	\$ 27.00	\$ 87.68	
Senior Utility Coordinator	hr.	\$ 58.00	\$ 188.36	
Utility Coordinator	hr.	\$ 41.00	\$ 133.15	
Junior Utility Coordinator	hr.	\$ 35.00	\$ 113.66	
SUE Field Manager	hr.	\$ 58.00	\$ 188.36	
Field Supervisor	hr.	\$ 39.00	\$ 126.65	
One (1) Designating Person	hr.			\$ 130.00
Two (2) Person Designating Crew	hr.			\$ 230.00
Two (2) Person Locating Crew with Vacuum Vehicle	hr.			\$ 285.00
<b>Other Direct Costs:</b>				
Ground Penetrating Radar	day			\$ 650.00
Flashing Arrow Board, warning signs w/ stands and traffic cones	day			\$ 600.00
GPS Receiver	hr.			\$ 20.00
EM-61	hr.			\$ 65.00
ATV or Utility Vehicle	day			\$ 110.00
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder)	hour			\$ 9.00
Specialized Traffic Control	day			\$ 3,500.00
Specialized Traffic Control Plans (2 phases)	ea.			\$ 4,000.00
Excavation/Designating Permit Fees	ea.			\$ 800.00
Environmental Supplies (Paint, Flags, Lath)	day			\$ 25.00
CORING	ea.			\$ 500.00
Asphalt Cold Patch	ea.			\$ 105.00
Utilibond Concrete Patch	ea.			\$ 95.00
<b>SUE Utility Designating Services Unit Pricing:</b>				
Quality Level C and D	per L.F.			\$ 0.80
Quality Level B (Designating)	per L.F.			\$ 1.90
<b>SUE Utility Locate (Test Hole) Services:</b>				
Level A: (0-3 Feet)	per Test Hole			\$ 1,100.00
Level A: (3-6 Feet)	per Test Hole			\$ 1,600.00
Level A: (6.01-9 Feet)	per Test Hole			\$ 2,100.00
Level A: (9.01-12 Feet)	per Test Hole			\$ 2,700.00
Level A: (12 Feet or greater)	per Test Hole			\$ 3,800.00
<b>SUE Mobilization/Demobilization</b>				
Mobilization/Demobilization	per mile			\$ 0.58
Vac Truck Mobilization/Demobilization	per mile			\$ 6.25

**Home Office Overhead Rate:** 195.23%  
**Field Overhead Rate:** 148.78%  
**Profit:** 10.0%

**ATTACHMENT C  
KEY TEAM MEMBERS**

<b>Position</b>	<b>Name</b>	<b>Firm</b>
Project Manager	David Whiddon	Surveying And Mapping, LLC
Utility Engineer	Heath Hilbig, PE	Surveying And Mapping, LLC
Utility Coordinator	Christina Kim, PE	Surveying And Mapping, LLC

**Exhibit B**

*The Rios Group, Inc.*

# CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

## CONTRACT FOR

### PROFESSIONAL ENGINEERING SERVICES

**THIS CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES** (the “Contract”) is made by and between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas 78705, (the “Authority”) and The Rios Group, Inc. having its principal business address at 7400 Sand Street, Fort Worth, Texas 76118 (the “Engineer”).

#### WITNESSETH

**WHEREAS**, the Authority desires to contract for services generally described as professional engineering services, and more specifically described in Article 1; and,

**WHEREAS**, pursuant to a qualifications-based selection conducted in accordance with the Professional Services Procurement Act (Tex. Gov’t Code Sec. 2254.001, et. seq.), and the Authority’s Policy Code regarding the procurement of professional services, the Authority has selected the Engineer to provide the needed Services; and

**WHEREAS**, the Engineer has agreed to provide the Services subject to the terms and conditions hereinafter set forth.

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

#### AGREEMENT

##### ARTICLE 1

##### SCOPE OF SERVICES

The Engineer will perform the Services and provide the items necessary for fulfillment of the Contract as identified in Attachment A, Services (the “Services”) to be provided by the Engineer. All Services provided by the Engineer shall comply with the terms and conditions of this Contract and any Work Authorizations issued pursuant hereto. All Services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

This Contract does not obligate the Authority or the Executive Director to proceed with the Services or authorize the performance of work through a Work Authorization.

**ARTICLE 2  
CONTRACT PERIOD**

This Contract becomes effective when fully executed by all parties hereto (the “Effective Date”) and it shall terminate on June 30, 2025. A Work Authorization issued prior to expiration of this Contract may remain in effect until such time as the Services authorized under that Work Authorization are complete and accepted by the Mobility Authority. No new Services may be added to a Work Authorization after the termination date of June 30, 2025.

**ARTICLE 3  
COMPENSATION**

Compensation for the performance of the Services shall be provided as follows:

**A. Maximum Amount Payable.** The total amount payable under the Contract without modification is an amount not to exceed \$300,000.

**B. Methods for Compensation.** The method for compensating Engineer for Services performed shall be specified in the Work Authorization issued pursuant to Article 5 and shall be one of the following types:

(1) Cost-Plus

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), the Authority will agree to pay, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, hourly rates for the staff working on the assignment computed as follows:

$\text{Direct Labor Cost} \times (1.0 + \text{Overhead Rate}) \times (1.0 + \text{Profit } \%, \text{ in decimal form})$

where Direct Labor Cost equals employee’s actual annual salary divided by 2080 hours per year (subject to any applicable cap); Overhead Rate equals the Engineer’s most recent auditable overhead rate under 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR) or otherwise approved overhead rate pursuant to this subarticle; and Profit % reflects a ten percent (10%) profit. No increase shall be made to the specified profit percentage.

The Direct Labor Cost caps for the classifications of employees working for the Authority as of the Effective Date are reflected in Attachment B. Revisions to Direct Labor Cost caps for employee classifications and the auditable overhead rate may be proposed no more frequently than once per calendar year, and no sooner than 12 months after the Effective Date, and are subject to the written approval of the Executive Director.

Members of the Engineer’s team who perform key roles in providing the Services are identified in Attachment C, Key Team Members (the “Key Team Members”). The actual annual salaries for all Key Team Members will be set as of the Effective Date. Revisions to actual annual salaries billed to the Authority may be proposed

no more frequently than once per calendar year, and no sooner than 12 months after the Effective Date, are limited to no more than a 4% increase per year.

The Authority shall have the right to review and/or audit the Engineer's Direct Labor Costs, auditable overhead rates, and annual salaries of Key Team Members. Once approved, the range of Direct Labor Costs and auditable overhead rate will be used going forward until the next annual adjustment is requested and approved. Changes to the auditable overhead rate will not be applied retroactively to Direct Labor Costs incurred in the previous year. If the Engineer or a subconsultant of the Engineer does not have a FAR Part 31 overhead rate, the Engineer may submit alternate documentation supporting an appropriate auditable overhead rate for approval by the Executive Director. If an auditable overhead rate is not approved, fixed hourly rates must be submitted per subarticle 3.B.4 below. Prior to requesting any adjustment to its auditable overhead rate, the Engineer shall provide a copy of the report establishing a new FAR Part 31 rate for the Engineer to the Executive Director.

The payment of the hourly rates and allowed costs shall constitute full payment for all Services, liaisons, products, materials, and equipment required to deliver the Services.

#### (2) Unit Cost

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), the Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an agreed upon unit price multiplied by the number of units completed for each billing. This method of payment is generally reserved for work which has a definable work product but the quantity is uncertain and the Engineer assumes the risks for all costs. Each invoice submitted shall identify the specific Contract task(s) and completed work product/deliverable for the agreed upon price outlined in the Work Authorization.

#### (3) Lump Sum

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), the Authority will agree to pay Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, a Lump Sum amount for the specified category of services.

The Lump Sum will include compensation for Engineer's services and services of subconsultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

The portion of the Lump Sum amount billed for Engineer's Services will be based upon Engineer's estimate, as approved by the Authority's Director of Engineering, of the proportion of the total Services completed during the billing period to the Lump Sum amount.

(4) Specified Rate

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), and for the specified category of services, the Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an amount equal to the cumulative hours charged to the specific Project by each class of Engineer's employees multiplied by the Standard Hourly Rates for each applicable billing class for all Services performed on the specific Project, plus Reimbursable Expenses and sub consultant's charges, if any.

Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-Project operating costs, and operating margin or profit.

Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are included in Attachment B.

The total estimated compensation for the specified category of services shall be stated in the Work Authorization. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and sub consultants' charges, if any.

The amounts billed will be based on the cumulative hours charged to the specified category of services during the billing period by each class of Engineer's employees multiplied by the Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's sub consultant's charges, if any.

Revisions to the Standard Hourly Rates may be proposed no more frequently than once per calendar year, and no sooner than 12 months after the Effective Date, and are subject to written approval of the Executive Director.

**C. Limitations on Rates Utilized.** The Engineer represents that it shall not use an auditable overhead rate that exceeds the rate determined in accordance with FAR Part 31 (or successor regulations); the rate used shall be based on actual salary amounts for the individuals

performing the Services; and the Direct Labor Costs shall not exceed the caps in Attachment B and shall be based on actual salary amounts for the individuals performing the Services.

**D. Reimbursable Expenses.** Notwithstanding the foregoing, and subject to the limitations herein, the Engineer shall be entitled to reimbursement for the following categories of expenses: travel costs, printing costs for specified deliverables, automobile expenses, and other expenses directly approved the Executive Director (collectively, “Reimbursable Expenses”). Without prior approval by the Executive Director, the Authority shall not reimburse the Engineer for expenses associated with relocating personnel to complete the services described by this Contract. Roadway tolls incurred by the Engineer or any of its subconsultants in connection with performance of the Services will not be reimbursable under this Contract. Reimbursement shall be limited to the terms of any financial assistance or Project agreements with TxDOT or other third parties. Travel expenses will be limited to the rates published by the Texas Comptroller of Public Accounts.

Engineer acknowledges that all expenses and costs paid or reimbursed by the Authority using federal or state funds shall be paid or reimbursed in accordance with, and subject to, applicable policies of the Authority and other applicable state and federal laws, including the applicable requirements of OMB Circular A-87, which may reduce the amount of expenses and costs reimbursed to less than what was incurred.

The Engineer shall acquire all goods and services subject to the reimbursement by the Authority under this Contract on a tax-free basis pursuant to the Authority’s tax-exempt status described in subarticle 2.H. This provision applies to the extent the Authority’s tax-exempt status can reasonably be extended to purchases made directly by the Engineer.

**E. Subconsultants.** For the purposes of this Contract, a “subconsultant” is an individual or entity contracted by the Engineer to perform part of the Services. The Authority will reimburse the Engineer for the subconsultant’s fees and expenses for those Services if the Engineer provides a written description of the proposed services and the proposed price (using rates approved in Attachment B), to the Authority’s Director of Engineering before the Services are provided, and the Authority’s Director of Engineering has provided to the Engineer a written approval for the Services and the proposed price. Each invoice submitted by the subconsultant shall be in a form provided by the Authority. The Engineer may not charge a mark-up or commission on a subconsultant’s invoice, and the Authority will not reimburse the Engineer in an amount that exceeds the price proposal from the subconsultant that was approved by the Authority’s Director of Engineering.

**F. Non-compensable Time.** Time spent by the Engineer’s personnel or subconsultants in an administrative or supervisory capacity not related to the performance of the Services is not compensable and shall not be billed to the Authority. Time spent on work in excess of what would reasonably be considered appropriate under industry standards for the performance of such Services is not compensable, unless that additional time spent resulted from the Authority’s delay in providing information, materials, feedback, or other necessary



cooperation to the Engineer. The Authority will not pay any hourly compensation to the Engineer for Services or deliverables required due to an error, omission, or fault of the Engineer.

**G. Consistency of Classification/Duties and Hourly Rates.** Time spent by the Engineer's employees or subconsultants to perform services or functions capable of being carried out by other, subordinate personnel with a lower hourly rate shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel.

**H. Taxes.** All payments to be made by the Authority to the Engineer pursuant to this Contract are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. A "Texas Sales and Use Tax Exemption Certificate" is available from the Authority for use toward Project-related expenses upon request. Title to any consumable items purchased by the Engineer in performing this Contract shall be deemed to have passed to the Authority at the time the Engineer takes possession or earlier, and such consumable items shall immediately be marked, labeled, or physically identified as the property of the Authority, to the extent practicable.

#### **ARTICLE 4 INVOICE REQUIREMENTS**

The Engineer shall submit its monthly invoices certifying the fees charged and any Reimbursable Expenses for Services provided during the previous month and shall also present a reconciliation of monthly invoices (and related estimates) to which the work relates. Each invoice shall be in such detail as is required by the Authority and, if the work is eligible for payment through an agreement with TxDOT, in such detail as TxDOT may require, including a breakdown of Services provided on a Project-by-Project basis, together with other Services requested by the Authority. Upon request of the Authority, the Engineer shall also submit certified time and expense records directly related to Services provided to the Authority, and copies of all records that support invoiced fees and Reimbursable Expenses. All invoices must be consistent with the rates established by this Contract and the compensation method specified in the Work Authorization. Unless waived in writing by the Executive Director, or his designee no invoice may contain, and the Authority will not be required to pay, any charge for billable hours which is more than (90) days old at the time of invoicing.

**A. Form of Invoices.** The invoice shall show: (1) the Work Authorization number for each Work Authorization included in the billing; (2) the total amount earned thru the billing period; and (3) the amount due and payable as of the date of the current billing statement for each Work Authorization. The invoice shall indicate if the work has been completed or if the invoice is for partial completion of the work. The invoice shall be in the format provided by the Authority.

**B. Disadvantaged Business Enterprise (DBE)/Historically Underutilized Business (HUB) Forms.** The Engineer will be responsible for completing and including with each invoice all required DBE/HUB reporting forms included in the Work Authorization(s).

**C. Time and Place of Payment.** Upon receipt of an invoice that complies with all invoice requirements set forth in this Contract, the Authority shall make a good faith effort to

pay the undisputed amount, which is due and payable within thirty (30) days, provided that if all or a portion of the Services reflected in the invoice are to be reimbursed by TxDOT through an agreement between TxDOT and the Authority, the Authority shall make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT. **If the Authority disputes a request for payment by the Engineer, the Authority agrees to pay any undisputed portion of the invoice when due. The basis for any such dispute must be stated in writing within thirty (30) days after the Authority's receipt of the monthly invoice.**

**D. Withholding Payments.** The Authority reserves the right to withhold payment of all or portion of the Engineer's invoice in the event of any of the following: (1) a dispute over all or part of the work performed or costs thereof is not resolved within a thirty (30) day period following receipt of the invoice; (2) verification of satisfactory work performed has not been completed; or (3) if required reports (including third-party verifications, if any) are not received.

**E. Invoice and Progress Report Submittal Process.** The protocol for invoice and progress report submittal, review, and approval will be as follows:

- (1) The invoice submittal shall include:
  - Progress report
  - Forecast for completion of the scope
  - Invoice (in the required format provided by the Authority)
  - Supporting documents as requested
- (2) A progress report shall be submitted to the Authority at least once each calendar month;
- (3) An update to the Project schedule (using critical path method analysis) indicating the Project's overall status versus the baseline schedule (originally submitted with the Project Management Plan) shall be submitted to Authority at least once each calendar month;
- (4) In the event that invoices are not submitted on a monthly basis, a monthly submittal of the progress report and Project schedule information will be required nevertheless;
- (5) The invoice submittal shall not be later than the 10<sup>th</sup> day of the month following service unless otherwise directed; if submitted after the 10<sup>th</sup> day, it will be processed the following month;
- (6) As it relates to the Authority's end of fiscal year closeout efforts, the Engineer shall submit the invoice including their services through June 30<sup>th</sup> for a given year no later than July 7<sup>th</sup> of that same year;
- (7) The Authority's Director of Engineering and/or the Authority's General Engineering Consultant (GEC) (as defined in Article 19) will review the invoices to confirm that supporting documentation is included, and for

compliance with the Contract and consistency with the submitted progress report; and

- (8) The invoice will either be recommended for approval by the Authority's Director of Engineering and/or GEC, or the Authority's Director of Engineering and/or GEC will return it to the Engineer for required correction.

**F. Effect of Payments.** No payment by the Authority shall relieve the Engineer of its obligation to perform on a timely basis the Services required under this Contract. If, prior to acceptance of any Service, product or other deliverable, the Executive Director determines that said Service, product or deliverable does not satisfy the requirements of this Contract, the Executive Director may reject same and require the Engineer to correct or cure same within a reasonable period of time and at no additional cost to the Authority.

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

## **ARTICLE 5 WORK AUTHORIZATIONS**

**A. Use.** The Engineer shall not begin any work until the Executive Director and the Engineer have signed a Work Authorization and received a Notice to Proceed as defined in the Work Authorization. Costs incurred by the Engineer before a Work Authorization is fully executed or after the completion date specified in the Work Authorization are not eligible for reimbursement. Services performed shall be in strict accordance with the scope, schedule, and budget set forth in each Work Authorization issued pursuant to this Contract, and no Services shall be performed which are not the subject of a validly issued Work Authorization. The Executive Director will issue Work Authorizations to authorize all work under this Contract. No work shall begin on the activity until the Work Authorization is approved and fully executed. All work must be completed on or before the completion date specified in the Work Authorization.

**B. Contents.** Each Work Authorization shall include: (1) scope of Services including types of Services to be performed and a full description of the work required to perform those Services (2) a full description of general administration tasks exclusive to that Work Authorization (3) a work schedule (including beginning and ending dates) with milestones; (4) the basis of payment whether cost-plus, unit cost, lump sum, or specified rate; (5) a Work Authorization

budget as described in subarticle 5.C.; and (6) DBE/HUB Requirements. The Engineer shall not include additional contract terms and conditions in the Work Authorization.

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

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

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

**F. Supplemental Work Authorizations.** Before additional work may be performed or additional costs incurred beyond those authorized in a Work Authorization, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization to be approved by the Executive Director. Supplemental Work Authorizations, if required, must be executed by both parties. The Executive Director shall take such time as it deems necessary, in his sole discretion, to review the Supplemental Work Authorization.

**(1) Notice.** If the Engineer is of the opinion that any assigned work is beyond the scope of a Work Authorization and constitutes additional work beyond the Services to be provided under the Work Authorization, it shall promptly notify the Executive Director and submit written justification presenting the facts of the work and demonstrating how the work constitutes supplementary work.

**(2) Changes in Scope.** Changes that would modify the scope of the work authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. If the change in scope affects the amount payable under the Work Authorization, the Engineer shall prepare a revised Work Authorization budget for the Executive Director's approval. The Executive Director shall analyze the proposed justification, work hour estimate and cost. Upon approval of the need, the Executive Director shall negotiate the Supplemental Work Authorization scope with the Engineer, and then process the final Supplemental Work Authorization, subject to final written approval by the Executive Director.

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

**G. Completion.** Upon satisfactory completion of the Work Authorization, the Engineer shall submit a letter of completion along with the final deliverables for approval of the Executive Director.

## **ARTICLE 6 PROGRESS**

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

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

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

(1) problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of Project work units by established time periods; this disclosure will be accompanied by a statement of the action taken or contemplated, and any Authority or state/federal assistance needed to resolve the situation; and

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

**D. Corrective Action.** Should the Executive Director determine that the progress of work does not satisfy the milestone schedule (or other deadlines) set forth in a Work Authorization, the Executive Director shall review the work schedule with the Engineer to determine the nature of corrective action needed. The Executive Director's participation in reviewing the work schedule and determining corrective actions needed will not, in any way, excuse the Engineer from any responsibility or costs associated with the failure to timely perform the Services.

**E. More Time Needed.** If the Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed within the work schedule contained therein, the Engineer shall promptly notify the Executive Director and shall follow the procedure set forth in the Work Authorization. The Executive Director may, at his sole discretion, modify the work schedule to incorporate an extension of time with the execution of a Supplemental Work Authorization.

## **ARTICLE 7 SUSPENSION OF WORK AUTHORIZATION**

**A. Notice.** Should the Executive Director desire to suspend a Work Authorization (or a portion of the work authorized thereunder) but not terminate the Contract, the Executive

Director may provide written notification to the Engineer, giving ten (10) business days prior notice. Both parties may waive the ten (10) business day notice requirement in writing.

**B. Reinstatement.** All or part of a Work Authorization may be reinstated and resumed in full force and effect within thirty (30) days of receipt of written notice from the Executive Director to resume the work. Both parties may waive the thirty (30) day notice requirement in writing.

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

## **ARTICLE 8 CHANGES IN WORK**

**A. Work Previously Submitted as Satisfactory.** If the Engineer has submitted work in accordance with the terms of this Contract and Work Authorization(s) but the Executive Director requests changes to the completed work or parts thereof which involve changes to the original scope of Services or character of work under the Contract and Work Authorization(s), the Engineer shall make such revisions as requested and as directed by the Executive Director, provided the work is reflected in a Supplemental Work Authorization.

**B. Work Does Not Comply with Contract.** If the Engineer submits work that does not comply with the terms of this Contract or Work Authorization(s), the Executive Director shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with the Contract or Work Authorization(s). No additional compensation shall be paid for these revisions or re-work.

## **ARTICLE 9 OWNERSHIP OF DATA**

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

**B. Ownership of Plans.** Notwithstanding any provision in this Contract or in common law or statute to the contrary all of the plans, tracings, estimates, specifications, computer records, discs, tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, survey notes, and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Engineer, including all information prepared for or posted on the Authority's website and together with all materials and data furnished to it by the Authority, are and at all times shall be and remain the property of the Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Authority. Engineer hereby assigns any and all rights and interests it may have in the foregoing to the Authority, and Engineer hereby agrees to provide reasonable cooperation as may be requested by the Authority in connection with the Authority's efforts to perfect or protect rights and interests in the foregoing; and if at any time demand be made by the Authority for any of the

above materials, records, and documents, whether after termination of this Contract or otherwise, such shall be turned over to the Authority without delay. The Authority hereby grants the Engineer a revocable license to retain and utilize the foregoing materials for the limited purpose of fulfilling Engineer's obligations under this Contract, said license to terminate and expire upon the earlier to occur of (a) the completion of Services described in this Contract or (b) the termination of this Contract, at which time the Engineer shall deliver to the Authority all such materials and documents. If the Engineer or a subconsultant desires later to use any of the data generated or obtained by it in connection with any Project or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the Executive Director. The Engineer shall retain its copyright and ownership rights in its own back-office databases and computer software that are not developed for the Authority or for purposes of this Contract. Intellectual property developed, utilized, or modified in the performance of Services for which the Engineer is compensated under the terms of this Contract shall remain the property of the Authority, Engineer hereby agrees to provide reasonable cooperation as may be requested by the Authority in connection with the Authority's efforts to perfect or protect such intellectual property. The Authority retains an unrestricted license for software packages developed in whole or in part with Authority funds.

**C. Separate Assignment.** If for any reason the agreement of the Authority and the Engineer set forth in subarticle 9.B. regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the Engineer hereby assigns and agrees to assign to the Authority all right, title, and interest that Engineer may have or at any time acquire in said work product and other materials, without royalty, fee or additional consideration of any sort, and without regard to whether this Contract has terminated or remains in force. The Authority hereby acknowledges, however, that all documents and other work product provided by the Engineer to the Authority and resulting from the Services performed under this Contract are intended by the Engineer solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Engineer shall have no liability for the use by the Authority of any work product generated by the Engineer under this Contract on any Project other than for the specific purpose and Project for which the work product was prepared.

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

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

**ARTICLE 10**  
**PUBLIC INFORMATION AND CONFIDENTIALITY**

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

**B. Confidentiality.** The Engineer shall not disclose information obtained from the Authority under this Contract without the express written consent of the Executive Director. All employees of the Engineer and its subconsultants working on the Project may be required to sign a non-disclosure and confidentiality agreement.

**C. Access to Information.** The Engineer is required to make any information created or exchanged with the Authority pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act as determined by the Authority, available in a format that is accessible by the public at no additional charge to the Authority.

**ARTICLE 11**  
**PERSONNEL, EQUIPMENT AND MATERIAL**

**A. Engineer Resources.** The Engineer shall furnish and maintain an office for the performance of all Services, in addition to providing adequate and sufficient personnel and equipment to perform the Services required under the Contract. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Services required under this Contract, or it will be able to obtain such personnel from sources other than the Authority.

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

**C. Authority Approval of Replacement Personnel.** The Engineer may not replace any Key Team Member, as designated in the applicable Work Authorization, without prior written approval of the Director of Engineering. If any Key Team Member cease to work on this Contract, the Engineer must notify the Director of Engineering in writing as soon as possible, but in any event within (3) three business days. The notification must give the reason for removal. The Engineer must receive written approval from the Director of Engineering of proposed replacement Key Team Member. The Director of Engineering's approval will be based upon the proposed replacement Key Team Member qualifications to provide the required Services. Approval will not be unreasonably withheld.

**D. Liquidated Damages.** The selection of Engineer to provide the Services under this Contract was based, in part, on the Key Team Member identified in Engineer's proposal. Because of the importance and unique nature of the Services to be provided by Key Team Member identified in Attachment C it is impractical to calculate the actual losses that would be suffered



by the Authority by the loss of Key Team Member from the Contract. Therefore, the Engineer agrees to compensate the Authority for its losses by paying liquidated damages in the amount of \$2,500 per day per Key Team Member position in Attachment C if any Key Team Member is removed by the Engineer by reassignment without prior written approval from the Director of Engineering. Liquidated damages will accrue from the date the Engineer removes the Key Team Member in Attachment C from the Contract if the parties do not agree on a replacement within (14) calendar days after the Key Team Member are removed from the Contract. If a replacement is agreed upon within that fourteen (14) calendar day period the liquidated damages will be waived. Liquidated damages shall cease when the parties agree on a substitute or when the Contract is terminated.

**E. Ownership of Acquired Property.** Except to the extent that a specific provision of this Contract states to the contrary, and as provided in subarticle 9.B., the Authority shall own all intellectual and other property acquired or developed under this Contract and all equipment purchased by the Engineer or its subconsultants under this Contract. All intellectual property and equipment owned by the Authority shall be delivered to the Director of Engineering when the Contract or applicable Work Authorization terminates, or when it is no longer needed for work performed under this Contract, whichever occurs first. In the event that a capital item is purchased for the sole use of the Authority, title shall pass or transfer to the Authority upon acquisition and prior to any use of the item by the Engineer.

## **ARTICLE 12 SUBCONTRACTING**

**A. Prior Approval.** The Engineer shall not assign, subcontract, or transfer any portion of Services related to the work under this Contract unless specified in an executed Work Authorization or otherwise without first obtaining the prior written approval from the Executive Director. Request for approval should include a written description of the proposed services, and, using rates established in Attachment B, a proposed price.

**B. DBE/HUB Compliance.** The Engineer's subcontracting program shall comply with the DBE/HUB requirements described in the Work Authorization(s).

**C. Required Provisions.** All subcontracts shall include the provisions included in this Contract and any provisions required by law.

**D. Engineer Responsibilities.** No subcontract shall relieve the Engineer of any of its responsibilities under this Contract and of any liability for work performed under this Contract, even if performed by a subconsultant or other third party performing work for or on behalf of the Engineer.

**E. Invoice Approval and Processing.** All subconsultants shall prepare and submit their invoices on the same billing cycle and format as the Engineer (so as to be included in invoices submitted by the Engineer).

**ARTICLE 13  
INSPECTION OF WORK**

**A. Review Rights.** Under this Contract, the Authority, TxDOT, and the U.S. Department of Transportation, and any authorized representative of the Authority, TxDOT, or the U.S. Department of Transportation, shall have the right at all reasonable times to inspect, review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

**B. Reasonable Access.** If any inspection, review or evaluation is made on the premises of the Engineer or a subconsultant under this Article, the Engineer shall provide and require its subconsultants to provide all reasonable facilities and assistance for the safety and convenience of the persons performing the review in the performance of their duties.

**ARTICLE 14  
SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval by the Director of Engineering before a final report is issued. The Director of Engineering's comments on the Engineer's preliminary report must be addressed in the final report. Draft reports shall be considered confidential unless otherwise indicated by the Director of Engineering.

**ARTICLE 15  
VIOLATION OF CONTRACT TERMS**

**A. Increased Costs.** Violation of Contract terms, breach of contract, or default by the Engineer shall be grounds for termination of the Contract pursuant to Article 16, and any increased or additional cost incurred by the Authority arising from the Engineer's default, breach of contract or violation of contract terms shall be paid by the Engineer.

**B. Remedies.** This Contract shall not be considered as specifying the exclusive remedy for any default, and all remedies existing at law and in equity shall be available to the parties and shall be cumulative.

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

**ARTICLE 16  
TERMINATION**

**A. Termination.** The Contract may be terminated before the stated completion date by any of the following conditions:

- (1) by mutual agreement and consent, in writing from both parties;

(2) by the Executive Director by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the Services set forth herein in a satisfactory manner or if the Engineer violates the provisions of Article 23, Gratuities, or DBE/HUB Requirements;

(3) by either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) days written notice and opportunity to cure;

(4) by the Executive Director for his convenience and in his sole discretion, not subject to the consent of the Engineer, by giving thirty (30) days written notice of termination to the Engineer; or

(5) by satisfactory completion of all Services and obligations described herein.

**B. Measurement.** Should the Executive Director terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination, the Executive Director shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Executive Director terminate this Contract under subarticles 16.A.3 & 4, the Engineer shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty (30) days.

**C. Value of Completed Work.** If the Engineer defaults in the performance of this Contract or if the Executive Director terminates this Contract for fault on the part of the Engineer, the Executive Director will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in the applicable Work Authorization) by the Engineer in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; (6) delays in opening a revenue generating Project and costs (including lost revenues) resulting therefrom; and (7) other factors which affect the value to the Authority of the work performed.

**D. Surviving Requirements.** The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Authority and the Engineer under this Contract, except for those provisions that establish responsibilities that extend beyond the Contract period, including without limitation the provisions of Article 18.

**E. Payment of Additional Costs.** If termination of this Contract is due to the failure of the Engineer to fulfill its Contract obligations, the Authority may take over the Project and

prosecute the work to completion, and the Engineer shall be liable to the Authority for any additional cost to the Authority.

**ARTICLE 17**  
**COMPLIANCE WITH LAWS AND AUTHORITY POLICIES**

The Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, licensing laws and regulations, the Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. The Engineer shall comply with all applicable Authority policies and procedures as outlined in the Mobility Authority Policy Code handbook available on the Authority's website (<https://www.mobilityauthority.com/about/policy-disclaimers/code>). When required, the Engineer shall furnish the Authority with satisfactory proof of its compliance therewith.

**ARTICLE 18**  
**INDEMNIFICATION**

**THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AGENTS AND CONSULTANTS WHICH, FOR THE PURPOSES OF THIS CONTRACT, SHALL INCLUDE THE AUTHORITY'S GEC, GENERAL COUNSEL, BOND COUNSEL, FINANCIAL ADVISORS, TRAFFIC AND REVENUE ENGINEERS, TOLL OPERATIONS/COLLECTIONS FIRMS, AND UNDERWRITERS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONSULTANTS AND AGENTS WITH RESPECT TO THE ENGINEER'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS CONTRACT OR ACTIONS RESULTING IN CLAIMS AGAINST THE INDEMNIFIED PARTIES. IN SUCH EVENT, THE ENGINEER SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND THE INDEMNIFIED PARTIES FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE AUTHORITY AND/OR ANY OF THE INDEMNIFIED PARTIES, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE ENGINEER SHALL, NEVERTHELESS, INDEMNIFY THE AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONSULTANTS AND AGENTS OR TO THEIR CONDUCT.**

**ARTICLE 19**  
**ROLE OF GENERAL ENGINEERING CONSULTANT (GEC)**

The Authority will utilize a GEC to assist in its management of this Contract. The GEC is an independent contractor and is authorized by the Authority to provide the management and technical direction for this Contract on behalf of the Authority, provided that the GEC is not an

agent of the Authority. All the technical and administrative provisions of the Contract shall be managed by the GEC, and the Engineer shall comply with all of the GEC's directives that are within the purview of the Contract. Decisions concerning Contract amendments and adjustments, such as time extensions and Supplemental Work Authorizations, shall be made by the Executive Director, unless otherwise specified; however, requests for such amendments or adjustments shall be made through the GEC, who shall forward such requests to the Executive Director with its comments and recommendations.

Should any dispute arise between the GEC and the Engineer, concerning the conduct of this Contract, either party may request a resolution of said dispute by the Executive Director, whose decision shall be final.

## **ARTICLE 20 ENGINEER'S RESPONSIBILITY**

**A. Accuracy.** The Engineer shall have total responsibility for the accuracy and completeness of all work prepared and completed under this Contract and shall check all such material accordingly. The Engineer shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation.

**B. Errors and Omissions.** The Authority and Engineer will address errors and omissions as follows:

(1) The Engineer's responsibility for all questions and/or clarification of any ambiguities arising from errors and omissions will be determined by the Executive Director.

(2) A problem resulting from an error and omission may be identified during the development of the PS&E, as well as before, during, or after construction. The Engineer will be responsible for errors and omissions before, during, and after construction of a Project, as well as before and after Contract termination.

(3) The phrase error and omission is used throughout to mean an error, an omission, or a combination of error and omission.

(4) When an apparent error and omission is identified in work provided by the Engineer, the Executive Director will notify the Engineer of the problem and involve the Engineer in efforts to resolve it and determine the most effective solution, provided that the Executive Director shall ultimately determine the solution that is chosen.

(5) Errors and omissions identified during PS&E development/prior to Project construction will be corrected at the Engineer's expense with no additional cost to the Authority.

(6) During and after construction, errors and omissions can potentially result in significant additional costs to the Authority that they would not have incurred if the construction plans had been correct. The resulting additional costs are considered damages that the Authority will collect from the Engineer, including through offset to amounts owed to the Engineer.

(7) After a Project is constructed and is in use, there is a possibility of a contractor claim that may involve a previous error and omission by the Engineer identified during construction; it is also possible the Engineer could be responsible for some or all of the cost of the contractor claim. If there is a possibility of Engineer responsibility, upon notice of the contractor claim, the Executive Director must notify the Engineer of the situation and provide the Engineer the opportunity to contribute any information to the Executive Director that may be useful in addressing the contractor claim. The Engineer will not be involved in any discussions or negotiations with the contractor during the claims process. Upon settlement of all previous claims with the contractor, if additional costs are identified, the Executive Director should consider the same factors as during construction in determining the Engineer's level of responsibility.

(8) The additional costs which are considered damages to the Authority and are to be recovered should represent actual cost to the Authority.

(9) The Executive Director will not accept in-kind services from the Engineer as payment for additional costs owed.

(10) The Engineer is responsible for promptly correcting errors and omissions without compensation. In the situation of a dispute concerning whether or not the work is compensable, the Engineer shall not delay the work.

(11) A letter will be transmitted by the Executive Director formally notifying the Engineer of payment required for the error and omission and will indicate the Engineer's apparent liability for the identified additional costs. The letter will include an outline of the errors and omissions, along with the additional costs, and references to any previous points of coordination and preliminary agreements. Within 30 calendar days of the date of the letter, a response is required from the Engineer with: (a) payment, (b) a request for a meeting, or (c) a request for the Executive Director to reconsider whether the Executive Director should pursue reimbursement for the identified error and omission. If a response or payment is not received from the Engineer, the Authority may pursue legal action against the Engineer, in addition to offset of payments to the Engineer, claims against insurance and other remedies available under the Contract.

(12) It is the Executive Director's responsibility to identify errors and omissions and fairly evaluate the responsibility for additional cost when applicable. It is the responsibility of the Authority staff to ensure that the Authority's business practices are professional, fair, equitable, and reasonable.

**C. Professionalism.** The Engineer shall perform the services it provides under the Contract: (1) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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

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

## **ARTICLE 21 NONCOLLUSION**

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

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

## **ARTICLE 22 INSURANCE**

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

**A. Workers Compensation Insurance.** In accordance with the laws of the State of Texas and employer's liability coverage with a limit of not less than \$1,000,000. This policy shall be endorsed to include a waiver of subrogation in favor of the Authority.

**B. Comprehensive General Liability Insurance.** With limits not less than \$1,000,000 for bodily injury, including those resulting in death, and \$1,000,000 for property damage on account of any one occurrence, with an aggregate limit of \$1,000,000.

**C. Comprehensive Automobile Liability Insurance.** Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to any one person, and \$1,000,000 on account on any one occurrence, and \$1,000,000 for property damage on account of any one occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the

coverage of the policy any vehicle to be used in connection with the performance of the Engineer's obligations under this Contract.

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

**E. Valuable Papers Insurance.** In an amount sufficient to assure the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials relating to the Services provided under this Contract in the event of their loss or destruction, until such time as the work has been delivered to the Authority.

**F. Architects and/or Engineers Professional Liability insurance.** Engineer shall provide and maintain professional liability coverage, with limits not less than \$5,000,000 per claim and \$5,000,000 aggregate. The professional liability coverage shall protect against any negligent act, error or omission arising out of design or engineering activities, including environmental related activities, with respect to the Project, including coverage for negligent acts, errors or omissions by any member of the Engineer and its subconsultants (including, but not limited to design subconsultants and subconsultants) of any tier. The policy must provide that coverage extends a minimum of three (3) years beyond the Engineer's completion of the Services. This policy shall be endorsed to include a waiver of subrogation in favor of the Authority.

**G. General for All Insurance.** The Engineer shall promptly, upon execution of this Contract, furnish certificates of insurance to the Executive Director indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subarticles 22.A. through D., above, by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subarticle 22.E., a rating by A. M. Best Company or similar rating service satisfactory to the Authority and/or its insurance consultant; and (c) otherwise acceptable to the Executive Director.

All policies are to be written through companies authorized to transact that class of insurance in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Contract or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subarticles 22.B., C., and D., above, shall name the Authority as additional insured and shall protect the Authority, its officers, employees, and directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful acts or failures to act by the Engineer, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Contract. Certificates shall also indicate that the contractual liability assumed in Article 18, above, is included.

The insurance carrier shall include in each of the insurance policies required under subarticles 22.A. through 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 Mobility Authority, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director”

**H. Subconsultant.** The Engineer shall be liable for work performed by the subconsultant and Engineer’s insurance shall cover the work, actions, errors and omissions of the subconsultant.

### **ARTICLE 23 GRATUITIES**

**A. Employees Not to Benefit.** Authority policy mandates that the director, employee or agent of the Authority shall not accept any gift, favor, or service that might reasonably tend to influence the director, employee or agent in making of procurement decisions. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Executive Director of the Authority.

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

### **ARTICLE 24 DISADVANTAGED BUSINESS ENTERPRISE/HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS**

The Engineer agrees to comply with the DBE/HUB requirements and reporting guidelines set forth in the Work Authorization(s). The DBE/HUB Goal established for this Project is as set forth in the Work Authorization. The Engineer also agrees to comply with the DBE/HUB subcontracting plan that was included in the response that the Engineer submitted to the Authority’s Request for Qualifications.

### **ARTICLE 25 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

The Engineer must comply with the Certificate of Interested Parties (Form 1295) adopted by the Texas Legislature as House Bill 1295, which added section 2252.908 of the Government Code, available for review at the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

The Engineer, after award, is required to complete and submit Form 1295 if the Engineer has either of the following contracts with a governmental entity or state agency starting as of January 1, 2016:

- (1) Requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- (2) Has a value of at least \$1 million.

**ARTICLE 26**  
**MAINTENANCE, RETENTION AND AUDIT OF RECORDS**

**A. Retention Period.** The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and Services provided (hereinafter called the Records). The Engineer shall make the Records available at its office during the Contract period and for four (4) years from the date of final payment under this Contract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

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

**ARTICLE 27**  
**CIVIL RIGHTS COMPLIANCE**

**A. Compliance with Regulations.** The Engineer shall comply with the Acts and Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), FHWA, as they may be amended from time to time, which are herein incorporated by reference and made part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Engineer shall not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Contract covers any activity, Project, or program set forth in Appendix B of 49 CFR Part 21.

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

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Authority or the FHWA to be pertinent to ascertain compliance with such Acts,

Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Authority or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the Nondiscrimination provisions of this Contract, the Authority shall impose such Contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the Engineer under the Contract until the Engineer complies and/or
- (2) cancelling, terminating, or suspending of the Contract, in whole or in part.

## **ARTICLE 28 PATENT RIGHTS**

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

## **ARTICLE 29 DISPUTES**

**A. Disputes Not Related to Contract Services.** The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the Services authorized herein.

**B. Disputes Concerning Work or Cost.** The Executive Director of the Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, and his decision upon all claims, questions and disputes shall be final. The Engineer shall comply with the decision of the Executive Director with regard to the resolution of any such disputes.

## **ARTICLE 30 SUCCESSORS AND ASSIGNS**

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

## **ARTICLE 31 SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 32  
PRIOR CONTRACTS SUPERSEDED**

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

**ARTICLE 33  
CONFLICT OF INTEREST**

**A. Representation by Engineer.** The undersigned Engineer represents that it has no conflict of interest that would in any way interfere with its or its employees' performance of Services for the Authority or which in any way conflicts with the interests of the Authority and certifies that it is in full compliance with the Authority's Policy Code related to Conflicts of Interest. The Engineer shall prevent any actions or conditions that could result in a conflict with the Authority's interests.

**B. Certification Status.** The Engineer certifies that it is not:

- (1) a person required to register as a lobbyist under Chapter 305, Government Code
- (2) a public relations firm
- (3) a government consultant

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

**D. Engineering Services for the Construction Contractor.** Specific to the Project for which the Services are being provided under this Contract, the Engineer shall not provide services directly to the contractor responsible for constructing the Project unless approved by the Executive Director.

**ARTICLE 34  
ENTIRETY OF AGREEMENT**

**This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Contract shall be valid unless made in writing signed by both parties hereto.**

**ARTICLE 35  
SIGNATORY WARRANTY**

**The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete authority to enter into this Contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the Authority to enter into this Contract.**

**ARTICLE 36  
NOTICES**

A notice, demand, request, report, and other communication required or permitted under this Contract, or which any party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii) two days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such party at their address set forth below, or to such other address as a party may from time to time designate under this article, or (iii) receipt of an electronic mail transmission (attaching scanned documents in a format such as .pdf or .tif) for which confirmation of receipt by the other party has been obtained by the sending party:

In the case of the Engineer:

Travis Isaacson, P.E.  
The Rios Group, Inc.  
7400 Sand Street  
Fort Worth, TX 76118  
tisaacson@rios-group.com

In the case of the Authority:

James M. Bass, Executive Director  
Central Texas Regional Mobility Authority  
3300 North IH 35, Suite 300  
Austin, TX 78705  
Email: jrbass@ctrma.org

with a copy to:

Mike Sexton, Acting Director of Engineering  
Central Texas Regional Mobility Authority  
3300 North IH 35, Suite 300  
Austin, TX 78705  
Email: ms Sexton@ctrma.org

A party may change the information provided in this article for notification purposes by providing notice to the other party of the new information and the effective date of the change.

**ARTICLE 37  
BUSINESS DAYS AND DAYS**

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

**ARTICLE 38  
INCORPORATION OF PROVISIONS**

**Attachments A through C are attached hereto and incorporated into this Contract as if fully set forth herein.**

**ARTICLE 39  
PRIORITY OF DOCUMENTS/ORDER OF PRECEDENCE**

This Contract, and each of the Attachments (together, the “Contract Documents”), are an essential part of the agreement between the Authority and the Engineer, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete Contract. In the event of any conflict among the Contract Documents or between the Contract Documents and other documents, the order of precedence shall be as set forth below:

- A. Supplemental Work Authorizations;
- B. Work Authorizations;
- C. Contract Amendments;
- D. This Contract;
- E. The Request for Qualifications;
- F. The Engineer’s Response to the Request for Qualifications.

Additional details and more stringent requirements contained in a lower priority document will control unless the requirements of the lower priority document present an actual conflict with the requirements of the higher-level document. Notwithstanding the order of precedence among Contract Documents set forth in this Article 39, in the event of a conflict within a Contract Document or set of Contract Documents with the same order of priority (including within documents referenced therein), the Executive Director shall have the right to determine, in his sole discretion, which provision applies.

**ARTICLE 40  
CONTRACTOR CERTIFICATIONS**

**A. Entities that Boycott Israel.** The Contractor represents and warrants that (1) it does not, and shall not for the duration of this Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to this Agreement.

If circumstances relevant to this provision change during the course of the contract, the Contractor shall promptly notify the Authority.

**B. Entities that Boycott Energy Companies.** The Contractor represents and warrants that: (1) it does not, and will not for the duration of this Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, the Contractor shall promptly notify the Authority.

**C. Entities that Discriminate Against Firearm Entities or Trade Associations.** The Contractor verifies that: (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, the Engineer shall promptly notify the Authority.

**ARTICLE 41  
ABBREVIATIONS AND DEFINITIONS**

Acts and Regulations	Federal, state, and local acts and regulations which are applicable to the Contract
Agreement	This contract
Authority	Central Texas Regional Mobility Authority
CFR	Code of Federal Regulations
Contract	This contract document and its attachments
DBE	Disadvantaged Business Enterprise
Engineer	The service provider performing the services under this Contract
Executive Director	The Executive Director of the Authority, or anyone to whom he has delegated the authority to act on his behalf
FAR	Federal Acquisition Regulations
FHWA	Federal Highway Administration
GEC	General Engineering Consultant
HUB	Historically Underutilized Business
OMB	Office of Management and Budget
Project	Any capital improvement, rehabilitation, repair, maintenance, or other work in conjunction with the Authority's or a partner's facilities.
PS&E	Plans, specifications, and estimate
Services	Any work assigned under this contract
TxDOT	Texas Department of Transportation

USDOT	United States Department of Transportation
Work Authorization	Any work authorization arising from this contract
Year	When not otherwise clarified, “year” refers to a 12-month period



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

**THE ENGINEER**

**CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY**

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

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

Rosa Navejar  
\_\_\_\_\_  
(Printed Name)

James M. Bass  
\_\_\_\_\_  
(Printed Name)

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

Executive Director  
\_\_\_\_\_  
(Title)

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

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

**Attachments to Contract for Professional Engineering Services**

<b>Attachments</b>	<b>Title</b>
A	Services to be Provided by the Engineer
B	Rate Schedule
C	Key Team Members

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**

Professional services (the Services) to be provided by the SUE consultant team (Engineer) include:

- Establishing the location of existing underground and overhead utilities within the limits of various Mobility Authority projects and determining how these utilities may be impacted by proposed projects using industry-accepted SUE methods.
- Identifying and physically marking the location of existing underground utilities within the limits of various Mobility Authority projects.

The Engineer shall provide qualified technical and professional personnel that adhere to professional standards consistent with those typically met by nationally known and highly regarded subsurface utility engineering firms. Unless otherwise instructed by the Mobility Authority, the Engineer shall minimize the need for the Mobility Authority to apply its own resources to assignments.

**Scope of Work – General SUE Services**

**1. Subsurface Utility Engineering**

1.1. As requested, the Engineer will perform subsurface and above-ground utility engineering services for the project in general accordance with ACSE/CI Standard 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data” (<http://www.fhwa.dot.gov/programadmin/asce.cfm>). This standard provides four levels to describe and depict the quality of subsurface utility information. Generally, those four levels are:

- Quality Level D (QLD) – Information obtained from existing utility records and other sources (Texas811, Railroad Commission of Texas, verbal recollection, as-built plans, etc.).
- Quality Level C (QLC) – Surveyed data depicting visible above-ground features supplemented with QLD information. Professional judgement is used to correlate surveyed locations with QLD data in determining utility locations.
- Quality Level B (QLB) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QLC information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot. The Engineer will include resolution of discrepancies between utility owner records and designating data.
- Quality Level A (QLA) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QLB information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet. The

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**

Engineer will assist in the development of test hole locations, work plans, and provide a comprehensive utility plan signed and sealed by the responsible Engineer.

1.2. As requested, the Engineer shall conduct a Utility Engineering Investigation to determine the location of Mobility Authority owned utilities including irrigation lines, power and communication conduit and duct bank runs within the project area, using Quality Level B standards wherever possible.

a. The Engineer shall compile "As-Built" information from plans, plats and other location data as provided by the Mobility Authority using Quality Level C and D standards. A color-coded composite Existing Utility Layout with quality levels and line sizes will be prepared and delivered to the Authority. It is understood by both the Engineer and the Mobility Authority that the line sizes of utility facilities detailed on the deliverable are from the best available records. All utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards shall be clearly identified. These utilities must have a unique line style and symbology in the Existing Utility Layout deliverable. All above ground appurtenance locations must be included in the deliverable to the Mobility Authority. This information will be provided in the latest version of an ESRI ArcGIS geodatabase using the data dictionary provided by the Mobility Authority with attributes as requested by the Mobility Authority. The electronic file will be delivered by file transfer method as requested by the Mobility Authority.

1.3. Designate (Quality Level B)

Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Service are inclusive of Quality levels C and D.

The Engineer shall:

- a. As requested by the Mobility Authority compile "As Built" information from plans, plats and other location data as provided by the utility owners.
- b. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Engineer shall examine utility owner's work to ensure accuracy and completeness.
- c. Designate, record, and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the Mobility Authority. A non-water base

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**

paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.

- d. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, shall be prepared and delivered to the Mobility Authority. It is understood by both the Engineer and the Mobility Authority that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the Mobility Authority. This information shall be provided in the latest version of Micro Station or Geopak used by the Mobility Authority. The electronic file will be delivered electronically, as required by the Mobility Authority. When requested, a hard copy is required and must be signed, sealed, and dated by the Engineer. When requested by the Mobility Authority, the designated utility information must be over laid on the Mobility Authority's design plans.
- e. Determine and inform the Mobility Authority of the approximate utility depths at critical locations as determined by the Mobility Authority. This depth indication is understood by both the Engineer and the Mobility Authority to be approximate only and is not intended to be used preparing the right of way and construction plans.
- f. Provide a monthly summary of work completed and in process with adequate detail to verify compliance with agreed work schedule.
- g. Close-out permits as required.
- h. Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.
- i. Comply with all applicable policies and procedural manuals.

**1.4. Subsurface Utility Locate (test hole) Service (Quality Level A)**

Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D.

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**

The Engineer shall:

- a. Review requested test hole locations and advise the Mobility Authority in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
- b. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
- c. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
- d. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
  - Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
  - Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
  - Elevation of existing grade over utility at test hole location.
  - Horizontal location referenced to project coordinate datum.
  - Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
  - Utility facility material(s).
  - Utility facility condition.
  - Pavement thickness and type.
  - Coating/Wrapping information and condition.
  - Unusual circumstances or field conditions.
- e. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.
- f. Be responsible for any damage to the utility during the locating process. In the event of damage, the Engineer shall stop work, notify the appropriate utility facility owner, the Mobility Authority and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The Engineer shall not resume work until the utility facility owner has determined the corrective action to be taken. The Engineer shall be liable for

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**

all costs involved in the repair or replacement of the utility facility.

- g. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
- h. Furnish and install a permanent above ground marker (as specified by the Mobility Authority, directly above center line of the utility facility.
- i. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the Engineer shall return to correct the condition at no extra charge to the Mobility Authority.
- j. Plot utility location position information to scale and provide a comprehensive utility plan sign and sealed by the responsible Engineer. This information shall be provided in the latest version of Micro Station or Geopak format used by the Mobility Authority and delivered electronically. When requested by the Mobility Authority, the Locate information must be overlaid on the State's design plans.
- k. Return plans, profiles, and test hole data sheets to the Mobility Authority. If requested, conduct a review of the findings with the Mobility Authority.
- l. Close-out permits as required.

**2. On-Call Locating and Marking of Mobility Authority owned utilities**

- 2.1. As requested, the Engineer will provide on-call utility locating and marking services. On-call utility locating and marking means to respond to notifications to locate and mark utilities in the field typically within two weeks, occasionally within 48 hours of being notified by the Mobility Authority. A request for on-call locating and marking will include a description of the area to be marked based on available records.
- 2.2. Any corrections or updates noted during marking shall be communicated to the Mobility Authority to determine if modification to the records is warranted.
- 2.3. All markings shall be made with a tolerance zone including the width of the utility plus 18 inches as measured horizontally from each side of the utility. Markings shall be made with paint, chalk, flags, stakes, brushes, or offsets as required by the surface and environmental conditions that exist in the field using the American Public Works Association (APWA) Uniform Color Code as described in Appendix B Uniform Color Code and Marking Guide of the CGA Best Practices Guide.

**ATTACHMENT A  
SERVICES TO BE PROVIDED BY THE ENGINEER**

2.4. All locates shall be performed using electromagnetic means where possible unless otherwise directed by the Mobility Authority.

2.5. On-call locating and marking shall be documented with a report to the Mobility Authority promptly after completion of the work including but not limited to a description of the area marked, designation person(s) who performed the work, any problems encountered during the work, any corrections or updates that may be needed to the records, and digital photographs of the area showing the markings.

**3. Data Management**

The Engineer shall be responsible for processing the surveyed utility information acquired during the 'designating' and 'locating' phases of service and submitting this information in a format acceptable to the Mobility Authority for use in an appropriate CADD system or onto project drawings.

**4. Project Coordination Activities**

The Engineer shall coordinate all activities with the Mobility Authority or GEC, to facilitate the orderly progress and timely completion of the project. The following services shall be provided:

4.1. Initial Project Meeting

Attend an initial meeting and an on-site inspection (when appropriate) to ensure familiarity with existing conditions and to establish project requirements.

4.2. Work Plan

Develop a work plan that includes a list of the tasks to be performed and schedule of the work effort.

4.3. Progress Meetings

Meet with the Mobility Authority or GEC as required to coordinate the work effort and resolve issues. Prepare a written report of such meetings. These meetings provide the opportunity to review:

- a. Activities completed since the last meeting
- b. Problems encountered
- c. Late activities
- d. Activities required by the next progress meeting
- e. Solutions for unresolved and/or anticipated problems
- f. Information or items required from other agencies/consultants

4.4. External Communications

Coordinate all activities with the Mobility Authority or GEC. Provide copies of diaries,

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**

correspondence and other documentation of work-related communications between Engineer, utility owners, the Mobility Authority, GEC, and other outside entities.

**5. Miscellaneous Activities**

The SUE consultant shall also be responsible for the following:

5.1. Traffic Control

Provide all traffic control, labor, and equipment. Comply with the regulations of the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD) of the State of Texas. Obtain approval from the Mobility Authority or GEC concerning the proposed method of handling traffic prior to commencing work.



ATTACHMENT B  
RATE SCHEDULE

2022 Billing Rates			
	Unit	Raw Rate (Not to Exceed)	Loaded Rate / Unit Cost (Not to Exceed)
<b>The Rios Group, Inc.</b>			
<b>Subsurface Utility Engineering (SUE) Services</b>			
Project Principal	hr.	\$85.00	\$260.65
Project Engineer	hr.	\$62.00	\$190.12
Project Manager	hr.	\$54.00	\$165.59
Utility Engineer	hr.	\$50.00	\$153.32
Engineer-In-Training	hr.	\$37.00	\$113.46
Assistant Project Manager	hr.	\$33.64	\$103.19
Senior CADD Operator	hr.	\$30.00	\$91.99
CADD Operator	hr.	\$26.00	\$79.73
Junior CADD Operator	hr.	\$22.00	\$67.46
SUE Field Manager	hr.	\$36.00	\$110.39
Senior Utility Coordinator	hr.	\$59.00	\$180.92
Utility Coordinator	hr.	\$44.00	\$134.92
Utilities Specialist	hr.	\$24.00	\$73.60
Administrative/Clerical	hr.	\$28.00	\$85.86
One (1) Designating Person	hr.		\$145.00
Two (2) Person Designating Crew	hr.		\$195.00
Two (2) Person Locating Crew with Vacuum Vehicle	hr.		\$210.00
<b>Other Direct Costs:</b>			
Ground Penetrating Radar	day		N/A
Flashing Arrow Board, warning signs w/ stands and traffic cones	day		\$1500.00
GPS Receiver	hr.		N/A
ATV or Utility Vehicle	day		N/A
Specialized Traffic Control	day		\$2400.00
Excavation/Designating Permit Fees	ea.		\$1000.00
Coring and Pavement Repair	ea.		\$300.00
<b>SUE Utility Designating Services Unit Pricing:</b>			
Quality Level C and D	per L.F.		\$0.65
Quality Level B (Designating)	per L.F.		\$1.67
<b>SUE Utility Locate (Test Hole) Services:</b>			
Level A: 0 to 5 ft	per Test Hole		\$1,250.00
Level A: >5 to 8 ft	per Test Hole		\$1,450.00
Level A: >8 to 13 ft	per Test Hole		\$1,850.00
Level A: >13 to 20 ft	per Test Hole		\$2,650.00
Level A: > 20 ft	per Foot		\$225.00
<b>SUE Mobilization/Demobilization</b>			
Mobilization/Demobilization	per mile		\$5.00

**Home Office Overhead Rate:** 178.77%

**Field Overhead Rate:** N/A

**Profit:** 10.0%

ATTACHMENT B  
RATE SCHEDULE

2022 Billing Rates			
	Unit	Raw Rate (Not to Exceed)	Loaded Rate / Unit Cost (Not to Exceed)
<b>McGray &amp; McGray Land Surveyors, Inc.</b>			
Principal	hr.	\$66.50	\$192.00
Project Manager	hr.	\$58.25	\$168.00
RPLS	hr.	\$51.00	\$147.00
Field Coordinator	hr.	\$34.00	\$98.00
GPS Processing	hr.	\$37.50	\$108.00
Sr. Survey Technician	hr.	\$35.40	\$102.00
Survey Technician	hr.	\$33.25	\$96.00
LiDAR Technician	hr.	\$35.40	\$102.00
Reseracher (Abstractor)	hr.	\$26.00	\$75.00
Administrative	hr.	\$24.25	\$70.00
Survey Crew - 1 Man Crew	hr.		\$120.00
Survey Crew - 2 Man Crew	hr.		\$165.00
Survey Crew - 3 Man Crew	hr.		\$200.00
GPS/RTK 1 man survey crew	hr.		\$170.00
GPS/RTK 2 man survey crew	hr.		\$215.00
GPS/RTK 3 man survey crew	hr.		\$250.00
<b>Other Direct Costs:</b>			
ATV	day		\$85.00
LiDAR Terrestrial Scanner	hr.		\$100.00
Additional Vehicle	day		\$70.00

**Home Office Overhead Rate:** 162.51%  
**Field Overhead Rate:** N/A  
**Profit:** 10.0%

**ATTACHMENT C  
KEY TEAM MEMBERS**

<b>Position</b>	<b>Name</b>	<b>Firm</b>
Project Manager	Travis Isaacson, P.E.	The Rios Group, Inc.
Utility Engineer	Marc Epperly, P.E.	The Rios Group, Inc.
Utility Coordinator	Chad Muckle	The Rios Group, Inc.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

February 23, 2022  
**AGENDA ITEM #9**

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Discuss and consider approving a  
contract with Good Works Strategic  
Advisors for strategic planning  
services

Strategic Plan Relevance: Regional Mobility  
Department: Executive  
Contact: James M. Bass, Executive Director  
Associated Costs: not to exceed \$50,000  
Funding Source: Operating Fund  
Action Requested: Consider and act on draft resolution

**Project Description/Background:** Pursuant to Section 401.028 of the Mobility Authority Policy Code, the Executive Director must submit justification to the Board for entering into a single source contract. In order to maintain the continuity and level of expertise in the development of the Strategic Plan, the Executive Director has determined that it is in the best interest of the Mobility Authority to contract directly with Good Works Strategic Advisors as a single-sourced consultant.

**Previous Actions & Brief History of the Program/Project:** Good Works Strategic Advisors has been serving as a consultant in the development of the Strategic Plan efforts for CTRMA under a previous contract authorized under Section 401.022 of the Mobility Authority Policy Code. The dollar amount allowed under that provision has been reached, but the Strategic Plan is not yet complete due to scheduling complications related to COVID-19.

In efforts under the earlier contract Good Works Strategic Advisors has gained an understanding of the challenges faced by the Mobility Authority that will serve the Mobility Authority well as we work to finalize the Strategic Plan.

**Financing:** Operating Fund

**Action requested/Staff Recommendation:** This agreement would be effective when executed by the Executive Director and would extend through finalization of the Strategic Plan with the precise functions to be performed to be determined throughout the process.

Backup Provided: Draft Resolution & draft contract

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

**RESOLUTION NO. 22-0XX**

**APPROVING A CONTRACT WITH GOOD WORKS STRATEGIC ADVISORS FOR  
STRATEGIC PLANNING SERVICES**

WHEREAS, pursuant to Section 370.261 of the Texas Transportation Code and Section 101.013 of the Mobility Authority Policy Code (Policy Code), each even-numbered year the Central Texas Regional Mobility Authority (Mobility Authority) is required to issue a strategic plan covering the succeeding five fiscal years, beginning with the next odd-numbered fiscal year; and

WHEREAS, Good Works Strategic Advisors has been serving as a consultant in the development of the Mobility Authority's 2022 Strategic Plan; and

WHEREAS, due to scheduling complications related to COVID-19 and the retirement of the Mobility Authority's former executive director, Good Works Strategic Advisors' strategic planning efforts were not completed prior to the expiration of its contract with the Mobility Authority in December 2021; and

WHEREAS, the Executive Director has determined that based on the work performed to date, Good Works Strategic Partners has gained an understanding of the challenges faced by the Mobility Authority that make it uniquely qualified for this task and no other consultant could provide the continuity that would be achieved by retaining Good Works Strategic Partners to assist with the completion of the Mobility Authority's 2022 Strategic Plan; and

WHEREAS, the Executive Director and Good Works Strategic Partners have negotiated a new contract for additional strategic advisory services in an amount not to exceed \$50,000 which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends and requests that the Board approve the proposed single-source contract with Good Works Strategic Partners pursuant to Policy Code Section 401.028.

NOW, THEREFORE, BE IT RESOLVED that the Board has determined that Good Works Strategic Partners possesses the demonstrated competence, knowledge and qualifications to provide strategic planning services to the Mobility Authority and has offered to provide those services at reasonable fee and within the time limitations required by the Mobility Authority as provided in Section 401.028 of the Policy Code; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to finalize and execute a single-source contract with Good Works Strategic Partners on behalf of the Mobility Authority in an amount not to exceed \$50,000 and 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 23<sup>rd</sup> day of February 2022.

Submitted and reviewed by:

Approved:

---

James M. Bass  
Executive Director

---

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

**Exhibit A**

## CONSULTING AGREEMENT

This Consulting Agreement (this “Agreement”) is made and entered into as of February 24, 2022 by and between Good Works Strategic Advisors (the “Consultant”), and the Central Texas Regional Mobility Authority, or CTRMA, (the “Client”). The Client desires to retain the Consultant to perform consulting services for the Client on the terms set forth more fully in the exhibits hereto. In consideration of the mutual promises contained herein, the parties agree as follows:

### **1. SERVICES AND COMPENSATION**

Consultant agrees to perform for the Client the services (“Services”) described in **Exhibit A** attached hereto in accordance with the terms of this Agreement. The Client agrees to pay Consultant the compensation set forth in **Exhibit A** for the performance of the Services.

### **2. CONFIDENTIALITY**

Consultant will not, during or subsequent to the term of this Agreement, use Client Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of the Client or disclose Client Confidential Information to any third party. It is understood that all Confidential Information of each party shall remain the sole property of the respective party.

### **3. WORK FOR HIRE; PROPRIETARY INFORMATION**

Consultant acknowledges that it is performing work for hire to Client and hereby assigns to Client any and all right, title, and interest in or relating to Proprietary Information developed in accordance with this Agreement. Proprietary Information shall not include any information developed by Consultant prior to Consultant’s performing work or activities in connection with this Agreement or independently developed by the Consultant outside the scope of this Agreement.

### **4. WARRANTIES**

Consultant warrants that the Services will be performed in a good and workmanlike manner in accordance with the highest industry standards. At all times while providing Services, Consultant warrants and agrees that it will observe Client’s rules and regulations with respect to conduct, health, safety, data and network security and protection of persons and property.

### **5. TERM AND TERMINATION**

This Agreement will commence on February 24, 2022 (the “Agreement Date”) and will continue until December 15, 2022 unless mutually extended. CTRMA desires to initially engage Good Works for the “Phase II” scope of work outlined in Exhibit A, with an option to continue engagement for the “Phase III” outlined scope of work to be decided and executed by CTRMA on or before May 15, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

“CLIENT”

“CONSULTANT”

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

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

James Bass  
Executive Director, CTRMA

Matt Kouri  
President, Good Works Strategic Advisors

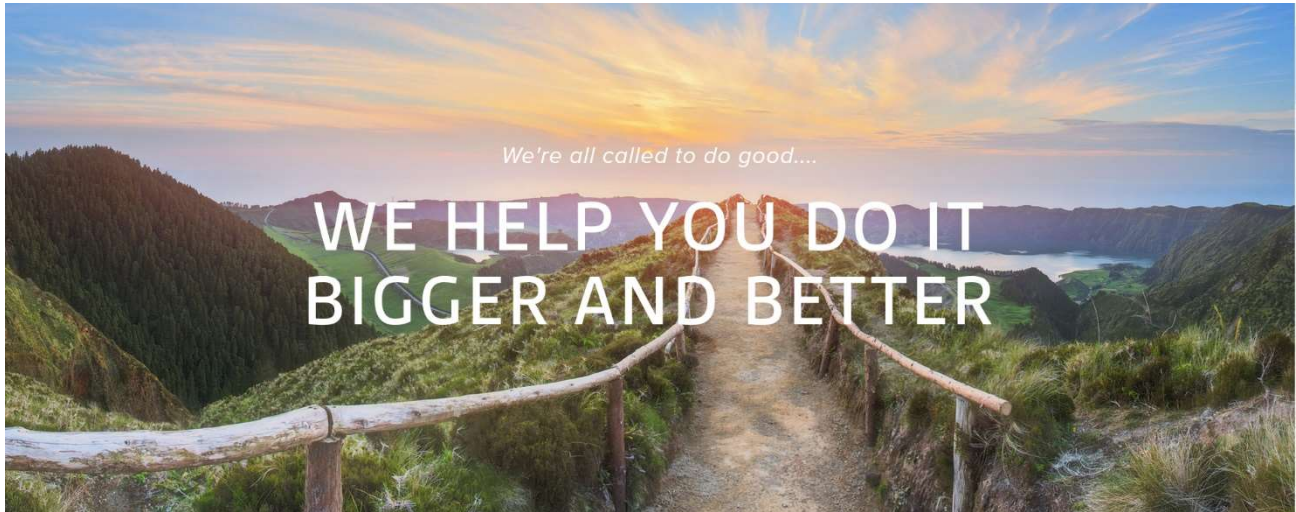


*Exhibit A:*

# Strategic Advisory Services Proposal



## CENTRAL TEXAS Regional Mobility Authority



**Matt Kouri**  
Good Works Strategic Advisors  
February 2022

## Project Background and Objectives

The Central Texas Regional Mobility Authority, or CTRMA, is an independent government agency created in 2002 to improve the transportation system in Williamson and Travis counties. CTRMA’s mission is to implement innovative, multimodal transportation solutions that reduce congestion and create transportation choices that enhance quality of life and economic vitality. CTRMA is seeking to undertake a structured strategic planning process that will allow for in-depth strategic discussions to be held, stakeholders to be engaged, and critical decisions to be made about the focus and direction of the organization for the coming years. Specific **goals** of this process include:

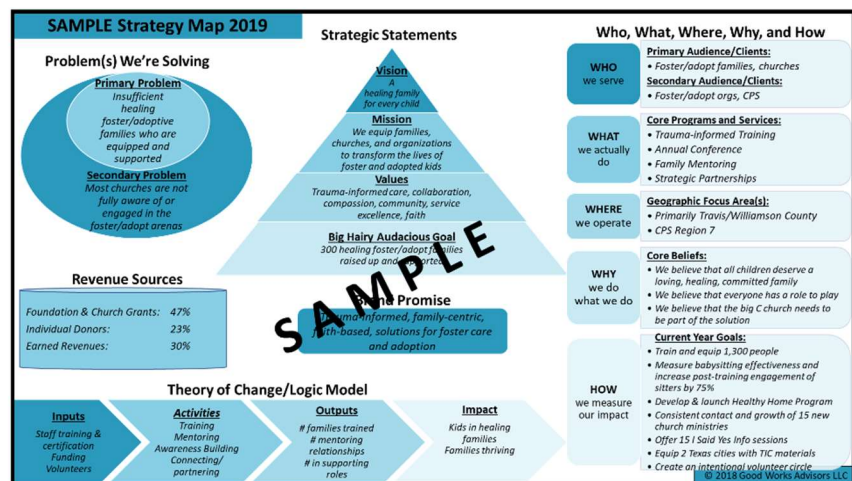
- To engage **key stakeholders** (including Board members, staff members, partners, and possibly the public) in robust conversations about strategic priorities and direction
- To **conduct critical analyses** of regional transportation needs and input from partners to help make decisions about CTRMA’s strategic direction and priorities
- To develop a **clear strategic roadmap and plan** for CTRMA for the coming several years
- To lay the foundation for **ongoing operational planning** needed to help implement the strategic plan

CTRMA has asked Matt Kouri and his firm Good Works Strategic Advisors to propose a set of facilitation and strategic advisory services that will help CTRMA undertake a planning process and accomplish these objectives.

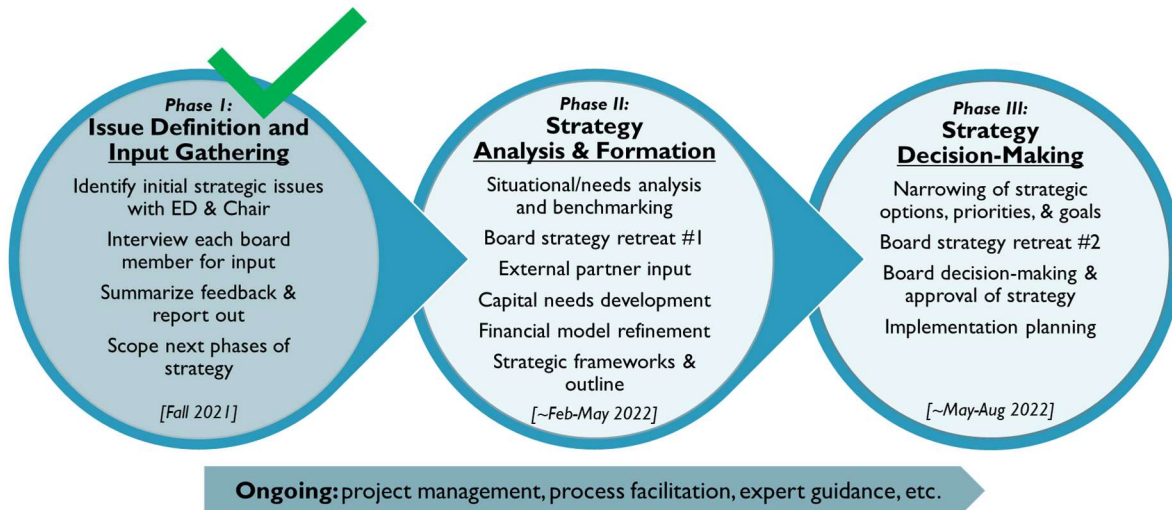
CTRMA intends to dedicate significant amounts of staff time and support to this process, and as such is asking Mr. Kouri to play primarily the roles of **process designer**, independent **process facilitator**, and **strategic advisor** to CTRMA leadership and Board.

## Proposed Approach

After initial discussions with CTRMA leadership, and after completion of an initial phase of input gathering via confidential Board member interviews in the fall of 2021, Good Works has a relatively strong understanding of how we would recommend CTRMA approach this engagement, although we would welcome additional conversations to further refine our proposed approach as needed. To help guide engagements like this, Good Works has developed a **Strategy Map Methodology**, designed to help organizations develop a thoughtful strategy for sustainable, long-term impact, and which we rely upon as a tool for each engagement (see example).



**Three-Phased Process.** Good Works proposes to approach this engagement as a directed but collaborative process, with the CTRMA Board and leadership sharing a good deal of the workload, and according to the below scope of work understanding. Good Works envisions this process and a three-phased approach, with Phase I having been completed in the fall of 2021. An overview of those potential phases is presented below:



**Scope of Work Activities.** For Phases II and III outlined above, Good Works’ proposed **scope of work** includes the below.

**Phase II: Strategy Analysis and Formation**

1. **Project Prep and Scoping** (Feb-Mar 2022). Via an initial meeting with CTRMA leadership, develop a clear understanding of project objectives, define key terms and expected outputs, establish clear schedules and timeframes, develop communications to be delivered in advance to the Board, clarify roles with leadership, identify the likely time horizon that the plan will address (e.g. 3, 5, 10 years?), and prepare to launch Phases II and III. CTRMA leadership will agree upon the +/- 5 overarching strategic questions, with Mr. Kouri’s guidance and feedback, that will serve as the guiding questions for this strategy process.
  - a. **Deliverable:** Simple “project scope and planning” document that codifies mutual agreement on the above.
2. **Information Review** (Feb-Mar 2022). CTRMA leadership will provide Mr. Kouri with any key recent or historical documents or data that are germane to his development of a clear understanding of the organization, its strategy and missional focus, its past similar work in this arena, etc. Mr. Kouri will guide CTRMA in the identification of appropriate documents and data.
3. **Guiding Team Development and Facilitation** (Feb 2022). Mr. Kouri will work with CTRMA leadership to guide the identification, recruitment, organization, and facilitation of a group of 4-6 total CTRMA leaders (Board and senior staff members) to serve as a “Strategy Taskforce” to provide executive sponsorship, sounding Board feedback, and guidance to the process. This group will likely gather, either in person or via phone, +/-3 times during Phase II of this process, with the expectation that a minimal amount of work (e.g. pre-reading of materials, serving as a

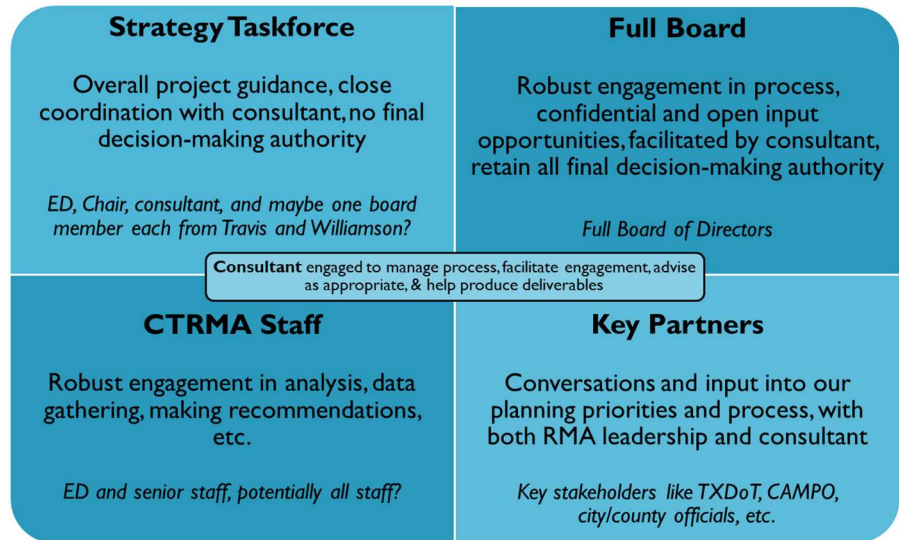
liaison to Board members wishing to provide feedback or receive updates, etc.) will be required of them. This group will not be empowered to make any decisions, as all decision-making will be left to the full Board of directors.

4. **Information-Gathering Interviews** (Mar 2022). Mr. Kouri will develop with CTRMA leadership an interview protocol and either personally conduct or support CTRMA in conducting up to 8 interviews (of approximately 45 minutes in duration) of

jointly identified stakeholders to include staff leaders, partner agency executives, local governmental leaders, and other relevant community and government partners. Interviews will likely be conducted in-person, but some may be conducted via phone or video conference. The focus of the interviews be framing the overarching strategic questions CTRMA is facing, identifying strategic priorities stakeholders may have for CTRMA, etc. CTRMA leadership may also desire to participate in these and other interviews, with similar purposes, alongside or outside of Mr. Kouri’s involvement.

- a. **Deliverable:** Interview protocol, and summary of key themes and findings from the interviews.
5. **Needs Analysis and Benchmarking** (Mar-Apr 2022). Mr. Kouri will guide CTRMA staff in how they will conduct and complete a situational/need analysis that will inventory and outline the various high-priority RMA transit needs and opportunities in the region, as identified by CTRMA leadership and its partners. This will likely include needs related to completion of current projects, upkeep on existing facilities, and potential new projects and initiatives for the coming several years. Mr. Kouri will also guide CTRMA leadership in conducting a handful of benchmarking activities wherein CRTMA will speak with and/or visit other similar RMA organizations to gather input on how they have matured and grown past the stage that CTRMA is currently in. Staff will develop any reports, summaries, etc. of these two sets of activities for the Board to use in its decision-making process.
  - a. **Deliverable:** None from Good Works; reports and summaries to be produced by CTRMA with Mr. Kouri’s guidance.
6. **Board Strategy Retreat #1** (likely Mar 4-5, 2022). Mr. Kouri will develop, along with CTRMA leadership, a 6-8 hour strategy retreat for Board and senior staff (to be defined by CTRMA) and will facilitate that retreat. Objectives will likely be to engage the Board in robust discussion on the priorities and ideas generated in Phase I, to evaluate emerging strategic options and priorities, to provide guidance on narrowing of strategic options, to clearly outline next steps for the process, and to build Board camaraderie.
  - a. **Deliverable:** Retreat agenda and summary notes following the retreat.

## KEY ROLES IN PHASES II AND III



7. **Senior Staff Strategy Retreat** (Mar-Apr 2022). Mr. Kouri will develop, along with CTRMA leadership, a 3-4 hour strategy retreat for senior staff (to be defined by CTRMA) and will facilitate that retreat. Objectives will likely be to review data and input gathered so far in the process, obtain staff input into prioritization of strategic options, build staff buy-in to the overall process, and build team camaraderie.
  - a. **Deliverable:** Retreat agenda and summary notes following the retreat.
8. **Financial Model Review, Discussion, and Refinement** (Apr-May 2022). Mr. Kouri work with CTRMA leadership to incorporate emerging analyses and decisions into the RMA’s long-term financial model, including engaging board members in financial model discussion. It is anticipated that the revised model will become a key element of the final strategic plan.
  - a. **Deliverable:** None from Good Works; reports and summaries to be produced by CTRMA with Mr. Kouri’s support.
9. **Robust Analysis, Strategic Framework Development, and Strategic Plan Outline** (Mar-Apr 2022). Mr. Kouri will develop, with CTRMA leadership participation, a set of relevant strategic frameworks to help leadership understand, evaluate, and decide on a number of key strategic decision-making elements, taking into account all feedback provided to-date by the Board and stakeholder. Frameworks might include: Impact vs. Sustainability Matrices, Strategy Mapping, and possibly others. Mr. Kouri will also develop for CTRMA input and refining an detailed working outline of a CTRMA strategic plan document, to be used to guide the work of all involved.
  - a. **Deliverables:** Two to four key strategic frameworks, populated with collaboratively developed analyses of information available to this process. Working draft detailed outline of strategic plan content.
10. **Overall Project Management** (ongoing). Working in close coordination with CTRMA leadership, Mr. Kouri will share responsibility for the management of this process, including regular (likely semi-weekly) check-ins with the Executive Director (and possibly board chair), status updates, timeline management and adjustment, etc.

**Phase III: Strategy Decision-Making**

1. **Board Strategy Retreat #2 or Working Meeting of Strategy Taskforce** (likely May or June 2022). Mr. Kouri will develop, along with CTRMA leadership, a 4-6 hour strategy retreat/work session for Board and senior staff (to be defined by CTRMA) and will facilitate that session. Objectives will likely be to review the capital needs assessment, to engage in further robust discussion on the priorities and ideas generated in Phase II, and to begin to decide on strategic priorities, goals, and investments that will guide CTRMA for the foreseeable future.
  - a. **Deliverable:** Retreat agenda and summary notes following the retreat.
2. **Strategic Plan Development Support** (May-Aug 2022). Mr. Kouri will support CTRMA’s development of a formal strategic plan, first in draft form, then in final form, designed for internal use by the Board and organization to guide and codify its decision-making as part of this process. The plan will contain elements including process overview, key findings, codification of decisions made, multi-year goals for the organization and accountability for those goals, capital improvement plans, prioritization of strategic initiatives, key communication messages coming out of the plan, financing and sustainability strategies, strategic frameworks used, other initiatives to be launched because of this plan, etc. The strategic plan will also contain elements

of a go-forward implementation plan that CTRMA leadership can use to guide the implementation and achievement of various strategic plan goals and initiatives. Mr. Kouri will provide a template for the plan, will populate the template with all known information and decisions made to-date, and guide CTRMA leadership in the finalization of both a draft and final plan. Should CTRMA desire to also develop a shorter, external facing version of this plan, Mr. Kouri will provide input and feedback to CTRMA's efforts to develop such a product.

- a. **Deliverable:** Strategic plan template, populated with information and decisions made, with final versions of the plan to be the joint responsibility of CTRMA leadership and Good Works.
3. **Board Final Plan Consideration and Adoption** (TBD 2022). Mr. Kouri will support CTRMA's processes related to soliciting public input via one or more CTRMA Board meetings on the draft strategic plan, helping to plan and co-develop with CTRMA materials for such meetings. Mr. Kouri will participate in up to two public Board meetings during which the strategic plan might be considered and voted on.
    - a. **Deliverable:** Co-development with CTRMA of materials to support presentation of draft and/or final strategic plan at public Board meetings.

## Investment

Good Work understands that CTRMA leadership desires to launch this effort in earnest in February 2022, with a goal of completing Phases II and III by roughly summer 2022. Good Works understands that CTRMA desires to initially engage Good Works for the Phase II outlined scope of work and then to decide by May 15, 2022 whether CRTMA would like to continue engagement through the Phase III scope of work. Good Works proposes the below fee schedule in alignment with our outlined scope of work and in accordance with our current understanding of the organization's needs and level of effort required:

- **Total Phase II and III Investment: Not to Exceed \$50,000**
  - o Phase II initial commitment:
    - Initial Phase II retainer payment #1 due March 1, 2022: **\$7,500**
    - Payment #2 for completion of Phase II scope of work items 1-6 and their associated deliverables: **\$15,000**
    - Payment #3 for completion of Phase II scope of work items 7-9 and their associated deliverables: **\$12,500**
  - o Once executed by CTRMA, Phase III commitment:
    - Initial Phase II retainer payment #4 due upon Phase III commitment: **\$5,000**
    - Payment #5 for completion of Phase III scope of work items 1-3 and their associated deliverables: **\$10,000**

CTRMA will assign a dedicated "project manager" to serve as Good Works' primary point of contact. CTRMA will also manage and handle all logistics related to interviews, retreats, and meeting scheduling, etc. CTRMA will ensure robust participation in the process by key staff and Board members.

## **Good Works Project Team**

### **Matt Kouri, Strategic Advisor**

Good Works proposes that Matt Kouri will serve as the sole strategic advisor to CTRMA for this engagement.

Mr. Kouri is a long-time and successful strategic advisor to leaders and organizations in the business, government, and social sectors.

In 2017, Mr. Kouri founded Good Works, a national social impact advisory firm, after having been the CEO for the previous 10+ years of the nonprofit Mission Capital, one of the largest and most successful social impact advisory organizations in the nation. As a consultant, he has directly served dozens of nonprofit, governmental, and for-profit organizations with strategic advisory services, including CTRMA, University Federal Credit Union, Coca-Cola Scholars Foundation, Austin Area Research Organization (AARO), NashvilleHealth, Virginia Commonwealth University, Livestrong, Seton Family of Hospitals, the City of San Antonio, St. David's Foundation, Philanthropy Southwest, Austin Independent School District, Education Equals Economics (E3), The Alamo Foundation, the Texas Health and Human Services Commission, the National Scholarship Provider's Association, Helping Hand Home for Children, Nashville's Center for Nonprofit Management, and many others.

Prior to joining Mission Capital in 2007, Mr. Kouri was a Senior Manager with Deloitte Consulting where for 9 years he helped lead the firm's practice serving large government, education, and nonprofit clients, including two state Medicaid programs, with both strategy and human capital services.

Outside of work, Mr. Kouri was appointed by Texas Governor Greg Abbott to serve on and chair the DFPS Council, the oversight body charged with providing guidance to the state's Department of Family and Protective Services and its foster care and adoption system. Mr. Kouri is a previous appointee of Texas Governor Rick Perry to serve on the Texas Adoption Review Commission. He currently serves as a member of AARO (Austin-Area Research Organization), and he is an active volunteer in various church ministries and with his children's' schools.

In 2014, Mr. Kouri received Austin's Ethics in Business & Community Lifetime Achievement Award and, in 2012, the "Austinite Under 40" award in the nonprofit/community service category. He is married to Julie Kouri, founder and Executive Director of Fostering Hope Austin, and together they have three adopted children. Mr. Kouri holds a Master's in Business Administration and a Master's in Public Policy from the University of Chicago, and he is a high honors graduate of Oklahoma State University.





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

February 23, 2022  
**AGENDA ITEM #10**

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Executive Director Board Report

Strategic Plan Relevance: Regional Mobility  
Department: Executive  
Contact: James M. Bass, Executive Director  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Briefing and Board Discussion Only

**Project Description/Background:**

Executive Director Report.

A. Agency performance metrics.

- (i) Roadway performance
- (ii) Call-Center performance

**Backup provided:** None





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

February 23, 2022  
AGENDA ITEM #11

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Executive Session

*Executive Session:*

Discuss the sale, transfer or exchange of one or more parcels or interests in real property owned by the Mobility Authority and related legal issues as authorized by §551.071 (Consultation with Attorney) and §551.072 (Deliberation Regarding Real Property; Closed Meeting).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

February 23, 2022  
AGENDA ITEM #12

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Executive Session

*Executive Session:*

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

February 23, 2022  
AGENDA ITEM #13

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Executive Session

*Executive Session:*

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

February 23, 2022  
AGENDA ITEM #14

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Executive Session

*Executive Session:*

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

February 23, 2022  
**AGENDA ITEM #15**

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Discuss and consider approving a settlement with Kapsch TrafficCom USA, Inc. for liquidated damages related to toll system maintenance key performance indicators

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

**Project Description/Background:** Kapsch TrafficCom USA, Inc. serves as the Mobility Authority’s 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 as well as traffic management operations support.

In 2019 key performance indicators (KPIs) were incorporated into Kapsch’s maintenance contract to ensure consistent performance of the maintenance operation and protect the Authority in the event of lost revenue. The KPIs are monitored monthly by the Operations staff and its consulting team. Penalties are assessed in instances where the KPI goal isn’t met and deducted from the monthly maintenance invoice or paid directly to the Authority per the restated agreement.

This item seeks to resolve certain performance failures related to the March 2021 – October 2021 maintenance periods.

**Previous Actions & Brief History of the Program/Project:** 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. In November 2019 the Mobility Authority's Board approved a Restated Maintenance Agreement with Kapsch TrafficCom or enhanced toll system maintenance services for the roadside lane equipment, project host system, intelligent transportation systems (ITS), wrong way detection and communication infrastructure installed by Kapsch TrafficCom USA for all CTRMA toll facilities.

**Financing:** Not applicable.

**Action requested/Staff Recommendation:** Approve a settlement with Kapsch TrafficCom, USA for liquidated damages related to toll system maintenance key performance indicators.

**Backup provided:** To be provided at the Board Meeting



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

February 23, 2022  
AGENDA ITEM #16

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Adjourn Meeting

Adjourn Board Meeting.