



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

## Regular Meeting of the Board of Directors

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**9:00 a.m.**

Wednesday, March 25, 2020

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

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

## AGENDA

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

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

### ***Consent Agenda***

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

2. Approve the minutes from the February 26, 2020 Regular Board Meeting.
3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.
4. Award a construction contract to update signage and pavement markings on the 183A, MoPac and 45SW Corridors.

### ***Regular Items***

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

5. Accept the financial statements for February 2020.

6. Authorize the Issuance, Sale, and Delivery of Central Texas Regional Mobility Authority Senior Lien Revenue Refunding Bonds and Subordinate Lien Revenue Refunding Bonds in accordance with Specified Parameters.
7. Discuss and consider approving an agreement with Hilltop Securities for financial advisory services.
8. Discuss and consider approving Amendment No. 1 to the contract with RS&H, Inc. to increase the contract value to extend construction inspection services for the 183 South Project.
9. Discuss and consider approving Amendment No. 1 to the contract with McGray & McGray Land Surveyors, Inc. to increase the contract value to provide additional survey quality assurance services for the 183 South Project.

### ***Briefings and Reports***

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

10. 183 South Project update.
11. Executive Director Board Report.
  - A. Strategic plan update.
  - B. Effect of COVID-19 on agency operations.
  - C. Time extension for the 183 North procurement.

### ***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:*

12. Discuss acquisition of one or more parcels or interests in real property needed for the ultimate configuration of the 183A / SH 29 interchange and related legal issues, pursuant to §551.072 (Deliberation Regarding Real Property) and §551.071 (Consultation with Attorney).

13. Discuss acquisition of one or more parcels or interests in real property needed to serve as a headquarters for the Central Texas Regional Mobility Authority and related legal issues, pursuant to §551.072 (Deliberation Regarding Real Property) and §551.071 (Consultation with Attorney).
14. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
15. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
16. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

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

### ***Regular Items***

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

17. Approve the purchase of the following described real property for the ultimate configuration of the 183A / SH 29 interchange:
  - A. A 2.21-acre parcel, **owned by CVS Pharmacy**, and located at the southeast corner of Highway 183 and Highway 29, Liberty Hill, Williamson County, Texas.
18. Adjourn Meeting.

### ***Notes***

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

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

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

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

*Mobility Authority Board Meeting Agenda  
Wednesday, March 25, 2020*

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

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

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

Sec. 370.262. MEETINGS BY TELEPHONE CONFERENCE CALL.

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

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

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

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

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

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

- ~~(1) an emergency or public necessity exists within the meaning of Section 551.045 of this chapter; and~~  
~~(2) the convening at one location of a quorum of the governmental body is difficult or impossible; or~~  
~~(3) the meeting is held by an advisory board.~~

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

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

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

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

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





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 25, 2020  
**AGENDA ITEM #1**

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Welcome and opportunity for  
public comment

Welcome and opportunity for public comment.

Board Action Required: No



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 25, 2020  
**AGENDA ITEM #2**

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Approve the minutes from the  
February 26, 2020 Regular Board Meeting

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

Summary:

Approve the attached draft minutes for the February 26, 2020 Regular Board Meeting.

Backup provided: Draft minutes, February 26, 2020 Regular Board Meeting

# MINUTES

## Regular Meeting of the Board of

### Directors of the

#### CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, February 26, 2020

The meeting was held in the Mobility Authority's Lowell H. Lebermann, Jr. Board Room at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Notice of the meeting was posted February 21, 2020 online on the website of the Mobility Authority; and in the Mobility Authority's office lobby at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849.

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

<https://mobilityauthority.swagit.com/play/02262020-609>

#### 1. Welcome and opportunity for public comment.

After noting that a quorum of the Board was present, Chairman Jenkins called the meeting to order at 9:03 a.m. with the following Board members present: David Armbrust, Mark Ayotte, Mike Doss, John Langmore, Nikelle Meade, and David Singleton

#### 2. Discuss and consider dedicating a portion of the 183A Phase II Project in honor of the service provided by former Mobility Authority Chairman Ray A. Wilkerson.

|                     |   |
|---------------------|---|
| <b>MOTION:</b>      | Dedicate a portion of the 183A Phase II Project in honor of the service provided by former Mobility Authority Chairman Ray A. Wilkerson |
| <b>RESULT:</b>      | Approved 6-0;   |
| <b>MOTION:</b>      | David Singleton   |
| <b>SECONDED BY:</b> | Mike Doss   |
| <b>AYE:</b>         | Armbrust, Ayotte, Doss, Jenkins, Langmore, Singleton  |
| <b>NAY:</b>         | None.   |

**ADOPTED AS: RESOLUTION NO. 20-006**

NOTE: Nikelle Meade was away from the dais at the time of vote.

Chairman Jenkins recessed the Board Meeting and reconvened as the Audit Committee.

### **Audit Committee Meeting**

David Singleton, Chairman of the Audit Committee called the Audit Committee Meeting to order at 9:15 a.m.

#### **3. Audit Committee Meeting**

A. Audit Committee Meeting called to order by Committee Chairman Singleton.

Mary Temple, Controller presented this item.

B. Authorize the engagement of a firm to provide independent auditing services.

|                     |  |
|---------------------|--|
| <b>MOTION:</b>      | Authorize the engagement of a firm to provide independent auditing services. |
| <b>RESULT:</b>      | Approved (Unanimous); 6-0  |
| <b>MOTION:</b>      | David Armbrust   |
| <b>SECONDED BY:</b> | Mark Ayotte  |
| <b>AYE:</b>         | Armbrust, Ayotte, Doss, Jenkins, Langmore, Singleton                         |
| <b>NAY:</b>         | None.  |

**ADOPTED AS: RESOLUTION NO. 20-007**

NOTE: Nikelle Meade was away from the dais at the time of vote.

Mary Temple, Controller introduced the auditor, Joel Perez, RSM US LLC and presentation was provided by auditor.

C. Adjourn Audit Committee.

NOTE: Nikelle Meade returned to the dais at 9:31 a.m.

David Singleton adjourned the Audit Committee Meeting and Chairman Jenkins reconvened the Board Meeting in open session at 9:35 a.m.

### **Regular Items**

#### **4. Approve the minutes from the January 29, 2020 Regular Board Meeting.**

|                |  |
|----------------|--|
| <b>MOTION:</b> | Approve the minutes from the January 29, 2020 Regular Board Meeting. |
|----------------|--|

|                |                           |
|----------------|---------------------------|
| <b>RESULT:</b> | Approved (Unanimous); 7-0 |
|----------------|---------------------------|

**MOTION:** Nikelle Meade  
**SECONDED BY:** John Langmore  
**AYE:** Armbrust, Ayotte, Doss, Jenkins, Langmore, Meade, Singleton  
**NAY:** None.

**5. Approve and adopt the 2019 Mobility Authority Annual Report.**

Dee Anne Heath, Director of Government Relations and Communications presented this item.

**MOTION:** Approve and adopt the 2019 Mobility Authority Annual Report.

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

**MOTION:** Mike Doss

**SECONDED BY:** Mark Ayotte

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

**NAY:** None.

**ADOPTED AS:** **RESOLUTION NO. 20-008**

**6. Accept the financial statements for January 2020.**

Mary Temple, Controller presented this item and Dee Anne Heath, Director of Government Relations and Communications answered questions.

**MOTION:** Accept the financial statements for January 2020.

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

**MOTION:** David Singleton

**SECONDED BY:** Mike Doss

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

**NAY:** None.

**ADOPTED AS:** **RESOLUTION NO. 20-009**

**7. Discuss and consider awarding a contract for financial advisory services.**

Bill Chapman, Chief Financial Officer presented this item and Richard Ramirez, Hilltop Securities answered questions.

**MOTION:** Award a contract to Hilltop Securities for financial advisory services.

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

**MOTION:** David Armbrust

**SECONDED BY:** Nikelle Meade

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

**NAY:** None.

**ADOPTED AS:** RESOLUTION NO. 20-010

**8. Discuss and consider approving an agreement with Luna Data Solutions Inc. for the implementation and licensing of a video sharing system to support regional incident response coordination.**

Tracie Brown, Director of Operations presented this item.

**MOTION:** Approve an agreement with Luna Data Solutions Inc. for the implementation and licensing of a video sharing system for regional incident response coordination.

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

**MOTION:** David Armbrust

**SECONDED BY:** Mark Ayotte

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

**NAY:** None.

**ADOPTED AS:** RESOLUTION NO. 20-011

**9. Discuss and consider approving an agreement with Ford-Audio Visual Systems, LLC for conference room technology updates.**

Tracie Brown, Director of Operations presented this item.

Chairman Jenkins tabled this item for consideration at a future Board Meeting.

**10. Discuss and consider approving Amendment No. 1 to the Interlocal Agreement with the Texas A&M Transportation Institute for a technology corridor strategy.**

Jeff Dailey, Deputy Executive Director and Mia Zmud, Mobility Innovation Manager presented this item.

**MOTION:** Approve Amendment No. 1 to the Interlocal Agreement with Texas A&M Institute for a technology corridor strategy.

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

**MOTION:** John Langmore

**SECONDED BY:** Nikelle Meade

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

**NAY:** None.

**ADOPTED AS:** **RESOLUTION NO. 20-012**

**11. Discuss and consider approving an interlocal agreement with the Capital Area Rural Transportation System to provide funding for the Eastside Bus Plaza transfer facility.**

Jeff Dailey, Deputy Executive Director presented this item and David Marsh, General Manager of the Capital Area Rural Transportation System answered questions.

**MOTION:** Approve an interlocal agreement with the Capital Area Rural Transportation System to provide funding for the Eastside Bus Plaza transfer facility.

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

**MOTION:** John Langmore

**SECONDED BY:** Mike Doss

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

**NAY:** None.

**ADOPTED AS:** **RESOLUTION NO. 20-013**

**12. Discuss and consider approving Work Authorization No. 15 with Atkins North America, Inc. for general engineering consultant services for the development of the Manor Expressway (290E) Phase IV Project.**

Justin Word, P.E., Director of Engineering presented this item.

**MOTION:** Approve Work Authorization No. 15 with Atkins North America, Inc. for general engineering consultant services for the development of the Manor Expressway (290E) Phase IV Project.

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

**MOTION:** Nikelle Meade  
**SECONDED BY:** David Armbrust  
**AYE:** Armbrust, Ayotte, Doss, Jenkins, Langmore, Meade, Singleton  
**NAY:** None.  
**ADOPTED AS:** **RESOLUTION NO. 20-014**

### **Briefings and Reports**

#### **13. Update on transportation projects.**

A. 183 South

Justin Word, P.E., Director of Engineering presented this item.

B. 183 North

Justin Word, P.E., Director of Engineering presented this item.

C. 183A Phase III

Justin Word, P.E., Director of Engineering presented this item.

D. MoPac South

Dee Anne Heath, Director of Government Relations and Communications presented this item.

E. Barton Skyway

Justin Word, P.E., Director of Engineering presented this item.

#### **14. Roadway Technology Plan**

Jeff Dailey, Deputy Executive Director presented this item.

#### **15. Executive Director Board Report.**

Mike Heiligenstein presented this item.

A. 45SW Awards

B. WTS Rosa Parks Diversity Leadership Award



- C. Future CTRMA Headquarters
- D. Workforce update
- E. New employee introduction

At 11:58 a.m., Chairman Jenkins recessed the open meeting and the Board reconvened in Executive Session to deliberate the following items:

**Executive Session**

- 16. Discuss acquisition of one or more parcels or interests in real property needed for the ultimate configuration of the 183A / SH 29 interchange and related legal issues, pursuant to §551.072 (Deliberation Regarding Real Property) and §551.071 (Consultation with Attorney).
- 17. Discuss acquisition of one or more parcels or interests in real property needed to serve as a headquarters for the Central Texas Regional Mobility Authority and related legal issues, pursuant to §551.072 (Deliberation Regarding Real Property) and §551.071 (Consultation with Attorney).
- 18. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
- 19. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
- 20. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

After completing the executive session, the Board reconvened in open meeting at 1:44 p.m.

**Regular Items**

After confirming that no member of the public wished to address the Board, Chairman Jenkins declared the meeting adjourned at 1:44 p.m.

- 21. Adjourn.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 25, 2020  
**AGENDA ITEM #3**

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

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

Summary:

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

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

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

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

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

**Financing:** Not applicable

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

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

**RESOLUTION NO. 20-0XX**

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective March 25, 2020; and

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

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of March 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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

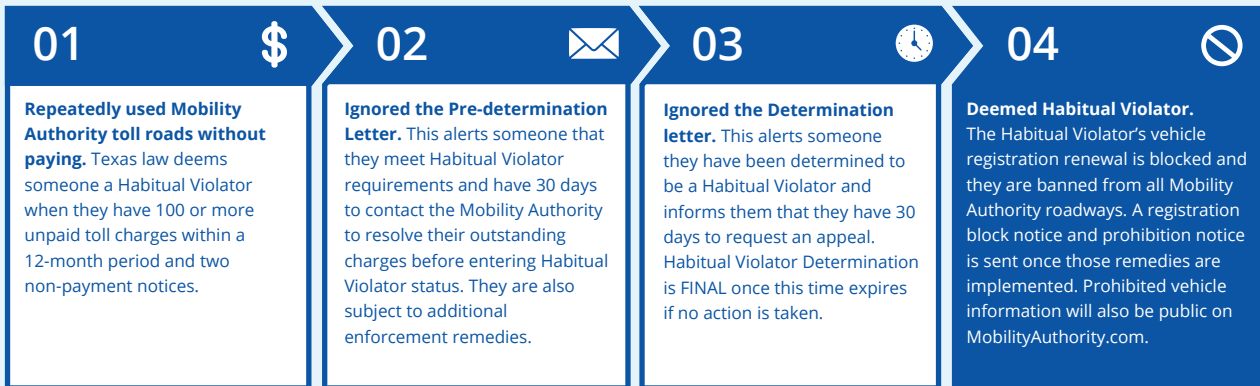
**Exhibit A**

LIST OF PROHIBITED VEHICLES

(To be provided at the Board Meeting)



## 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.



### **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.





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 25, 2020  
**AGENDA ITEM #4**

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Award a construction contract to update  
signage and pavement markings on the 183A,  
MoPac and 45SW Corridors

Strategic Plan Relevance: Regional Mobility  
Department: Maintenance  
Contact: Justin Word, P.E., Director of Engineering  
Associated Costs: \$1,653,216.11  
Funding Source: FY20 operating budget; MoPac North – General fund  
Action Requested: Consider and act on draft resolution

**Background** – In June of 2019, the Board adopted the Fiscal Year 2020 Operating Budget. Included in this budget is an allocation for maintenance and renewal and replacement projects. This budget is aligned with the Authority’s long-term plan for the renewal and replacement of capital assets. The FY19-1 Maintenance Project was designed in the late part of 2019 as the Authority’s first R&R project of the year.

**Project Description** – The FY19-1 Maintenance Project includes signing and pavement marking maintenance activities on three Mobility Authority corridors including 183A, MoPac and SH45 SW.

Included with this construction contract is the renewal and replacement of large signs on 183A from the San Gabriel River to SH 45 and on the US 183 corridor from SH 45 to approximately 1.35 miles south of SH 45, the installation of CTRMA “Greeting Signs” in certain areas on the 183A corridor, installation of minimum speed limit signs, toll violator signs and pavement markings for the MoPac Express Lanes and miscellaneous signing and pavement marking improvements on the SH45 SW corridor.

**Previous Actions/Brief History of the Project/Program** – In June of last year, the Board adopted the Fiscal Year 2020 Operating Budget. Included in this budget is an allocation for renewal and replacement and maintenance projects. Subsequently, in July of last year, the Board approved new maximum and minimum speed limits for the MoPac Express Lanes. Maintenance plans were then developed for which bids were advertised on January 24, 2020 and received and

opened on March 4, 2020.

**Action requested** - This item will award a construction contract to the lowest responsive and responsible bidder for the FY19-1 Maintenance Project.

A total of 2 bids were received. The bids range from \$1,653,216.11 to \$3,122,552.40 as shown below.

| <b>Contractor</b>               | <b>Bid Price</b> | <b>Responsive Bid</b> |
|---------------------------------|------------------|-----------------------|
| The Levy Company, Inc           | \$1,653,216.11   | Yes                   |
| Jordan Foster Construction, LLC | \$3,122,552.40   | Yes                   |

The lowest responsive and responsible bidder is The Levy Company, Inc at \$1,653,216.11. The engineer's estimate was \$1,970,000.

These bids have been reviewed by the Authority staff and the lowest responsive and responsible bidder is The Levy Company, Inc. Therefore, staff is requesting approval to award and authorization for the Executive Director to execute a contract with The Levy Company, Inc for the amount of \$1,653,216.11

**Staff Recommendation** - Staff recommends approval to award and authorization for the Executive Director to execute a contract with The Levy Company, Inc for the amount of \$1,653,216.11.

**Funding** - Funding for 183A and SH 45 activities is being provided by the Authority under the current FY operating budget. Funding for MoPac activities will be provided from MoPac's General Fund since MoPac is currently not in the system.

Backup Provided:                      Proposed contract

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

**RESOLUTION NO. 20-0XX**

**AWARDING A CONSTRUCTION CONTRACT FOR UPDATES TO SIGNAGE AND  
PAVEMENT MARKINGS ON THE 183A, MOPAC AND 45SW CORRIDORS**

WHEREAS, by Resolution No. 19-027, dated June 26, 2019, the Board of Directors adopted the budget for fiscal year 2019-2020 (“FY 2020”) including an allocation for maintenance and renewal and replacement projects aligned with the Mobility Authority’s long-term plan for the renewal and replacement of capital assets; and

WHEREAS, the Mobility Authority desires to update signage and pavement markings on the 183A, MoPac and 45SW corridors; and

WHEREAS, the Mobility Authority advertised, released bid documents, and reviewed bids for the update of signage and pavement markings on the 183A, MoPac North and 45SW corridors in accordance with Mobility Authority procurement policies; and

WHEREAS, the Mobility Authority received two bids and, after review by staff, the apparent low bid submitted by The Levy Company, Inc was found to be responsive, mathematically correct, and materially balanced; and

WHEREAS, the Executive Director recommends awarding a construction contract to The Levy Company, Inc for the update of signage and pavement markings on the 183A, MoPac North and 45SW corridors in an amount not to exceed \$1,653,216.11 and in the form published in the bid documents.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors awards a construction contract to The Levy Company, Inc for the update of signage and pavement markings on the 183A, MoPac and 45SW corridors in an amount not to exceed \$1,653,216.11, and authorizes the Executive Director to finalize and execute the contract in the form published in the bid documents.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of March 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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

(NOTE: Bidders shall **not** remove this bidding form from attached documents.)

**Central Texas Regional Mobility Authority**

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FY19-1  
MAINTENANCE PROJECT

CONTRACT NO. 19VARI22701M

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BID FOR FY19-1 MAINTENANCE PROJECT MAINTENANCE CONTRACT

To the Central Texas Regional Authority  
3300 N I-35, Suite 300  
Austin, Texas 78705

Gentlemen:

I/we, the undersigned, declare: that no other person, firm or corporation is interested in this Bid; that I/we have carefully examined the Plans, Standard Specifications, Special Provisions, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein; that I/we understand that the quantities of items shown herein below are approximate only; that I/we have examined the location of the proposed work; that I/we agree to bind myself/ourselves, upon award to me/us by the Central Texas Regional Authority under this Bid, to enter into and execute a Contract, for the project named above; that I/we agree to start work within thirty (30) calendar days after the date stated in the written Notice-to-Proceed (Item 8.1 of the Specifications ), to furnish all necessary materials, provide all necessary labor, equipment, tools and plant, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to fully complete the entire project within One-Hundred twelve (112) working days after Notice-to-Proceed; and that I/we agree to accept as full compensation for the satisfactory prosecution of this project the contractual bid amount after it is adjusted based on the terms and conditions specified in the contract.

The quantities shown in the above schedule of items are considered to be approximate only and are given as the basis for comparison of bids. The Authority may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. Any increase or decrease in the amount of any item or portion of work will be added or deducted from the total Contract bid price based on the terms and conditions specified in TxDOT Specification Item 4. It is understood that payment for this project will be by unit prices bid.

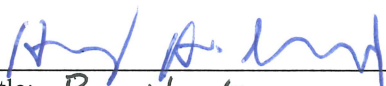
The cost of any work performed, materials furnished, services provided, or expenses incurred, whether or not specifically delineated in the Contract documents but which are incidental to the scope and plans, intent, and completion of this Contract, have been included in the price bid for the various items scheduled hereinabove.

Accompanying this Bid is a bid guaranty consisting of a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Official Total Bid Amount. It is hereby understood and agreed that said Bid Bond is to be forfeited as liquidated damages in the event that, on the basis of this Bid, the Authority should award this Contract to me/us and that I/we should fail to execute and deliver said Contract and the prescribed Contract Bond, together with the required progress schedule, proof of proper insurance coverage and other necessary documents, all within fifteen (15) calendar days after award of the Contract; otherwise, said check or bond is to be returned to the undersigned.

Business Name of Bidder The Levy Company, Inc.

Type of Organization            Individual      
   Partnership     
   Corporation  

Address of Bidder: 16294 N IH 35 Selma, Tx. 78154

Signature of Owner,  
Partner or Corp. Officer:   
Title: President  
Date: 03/17/2020

Central Texas Regional Mobility Authority

FY19-1  
MAINTENANCE PROJECT

CONTRACT NO. 19VARI22701M

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CONTRACT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas, 78705, hereinafter called the "Authority" and The Levy Company, Inc., or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with the Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, Contract No. 19VARI22701M, entitled FY19-1 Maintenance Project, in the manner and to the full extent as set forth in the Plans, Standard Specifications, Special Provisions, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of the Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

This Contract is awarded on the basis of the official total Bid Amount based on the unit prices bid of One million, six hundred fifty-three thousand, two hundred sixteen dollars and eleven Cents (\$ 1,653,216.11).

In consideration of the foregoing premise, the Authority agrees to pay the Contractor for all items of work performed and materials furnished at the amount of the unit prices bid therefore in the Bid submitted for this Contract, subject to any percentage reductions in the total Contract amount that may be named in the Bid corresponding to the basis of award stated in the above paragraph, and subject to the conditions set forth in the Specifications.

The Contractor agrees as follows:

- a. I/WE will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

- b. I/WE agree it is the policy of the Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin, age or disability. Such action shall include: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and on-the-job training.
- c. I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- d. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.
- e. I/WE agree to adhere to all federal/state regulations including, but not limited to, American Disabilities Act, Equal Employment Opportunity, submitting certified payrolls, and participating in Contractor/Subcontractor labor standard reviews.
- f. Notices and advertisements and solicitations placed in accordance with applicable state and federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.
- g. Contract Time - The contractor will have one hundred and twelve (112) working days after the date stated in the written Full Notice-to-Proceed to Fully complete the project.
- h. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year written above.

Sworn to and Subscribed

CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY

before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Mike Heiligenstein

Executive Director

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

My commission expires:

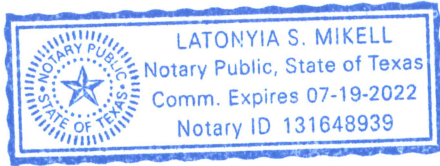
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Sworn to and subscribed  
before me this 1<sup>st</sup>  
day of March, 2020

Latomy S. Mikell  
Notary Public

My commission expires:  
7-19-2022



CONTRACTOR:

The Levy Company, Inc  
Business Name

16284 N IH 35 Selma, Tx. 78154  
Address

by: Way A. Lynch  
President Title

(Affix Corporate Seal Here)





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 25, 2020  
**AGENDA ITEM #5**

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Accept the financial statements  
for February 2020

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

Summary:

Presentation and acceptance of the monthly financial statements for February 2020.

Backup provided: Draft Resolution  
Draft financial statements for February 2020

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

**RESOLUTION NO. 20-0XX**

**ACCEPT THE FINANCIAL STATEMENTS FOR FEBRUARY 2020**

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

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

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

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

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of March 2020.

Submitted and reviewed by:

Approved:

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

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

**Exhibit A**

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending February 29, 2020**

|                                    | Budget<br>Amount FY<br>2020 | Actual Year<br>to Date | Percent of<br>Budget | Actual Prior<br>Year to Date |
|------------------------------------|-----------------------------|------------------------|----------------------|------------------------------|
| <b>REVENUE</b>                     |                             |                        |                      |                              |
| <b>Operating Revenue</b>           |                             |                        |                      |                              |
| Toll Revenue - Tags                | 97,816,954                  | 63,298,689             | 64.71%               | 52,992,188                   |
| Video Tolls                        | 24,963,459                  | 15,935,159             | 63.83%               | 11,598,595                   |
| Fee Revenue                        | 7,589,784                   | 7,085,523              | 93.36%               | 3,837,390                    |
| <b>Total Operating Revenue</b>     | <b>130,370,198</b>          | <b>86,319,370</b>      | <b>66.21%</b>        | <b>68,428,173</b>            |
| <b>Other Revenue</b>               |                             |                        |                      |                              |
| Interest Income                    | 4,000,000                   | 4,726,701              | 118.17%              | 3,250,274                    |
| Grant Revenue                      | 5,541,945                   | 401,724                | 7.25%                | 868,585                      |
| Misc Revenue                       | 2,000                       | 4,111                  | 205.57%              | 37,200                       |
| Gain/Loss on Sale of Asset         | -                           | 11,117                 | -                    | -                            |
| <b>Total Other Revenue</b>         | <b>9,543,945</b>            | <b>5,143,654</b>       | <b>53.89%</b>        | <b>4,156,058</b>             |
| <b>TOTAL REVENUE</b>               | <b>\$139,914,143</b>        | <b>\$91,463,024</b>    | <b>65.37%</b>        | <b>72,584,231</b>            |
| <b>EXPENSES</b>                    |                             |                        |                      |                              |
| <b>Salaries and Benefits</b>       |                             |                        |                      |                              |
| Salary Expense-Regular             | 4,469,989                   | 2,785,414              | 62.31%               | 2,699,696                    |
| Salary Reserve                     | 80,000                      | -                      | -                    | -                            |
| TCDRS                              | 632,057                     | 379,792                | 60.09%               | 325,002                      |
| FICA                               | 204,345                     | 111,176                | 54.41%               | 100,656                      |
| FICA MED                           | 67,769                      | 40,323                 | 59.50%               | 35,366                       |
| Health Insurance Expense           | 510,761                     | 276,766                | 54.19%               | 252,020                      |
| Life Insurance Expense             | 8,034                       | 6,055                  | 75.36%               | 5,665                        |
| Auto Allowance Expense             | 10,200                      | 6,375                  | 62.50%               | 6,800                        |
| Other Benefits                     | 122,131                     | 83,634                 | 68.48%               | 110,124                      |
| Unemployment Taxes                 | 2,823                       | 264                    | 9.37%                | 4,804                        |
| <b>Total Salaries and Benefits</b> | <b>6,108,109</b>            | <b>3,689,799</b>       | <b>60.41%</b>        | <b>3,540,133</b>             |

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending February 29, 2020**

|   | Budget<br>Amount FY<br>2020 | Actual Year<br>to Date | Percent of<br>Budget | Actual Prior<br>Year to Date |
|---|-----------------------------|------------------------|----------------------|------------------------------|
| <b>Administrative</b>                           |                             |                        |                      |                              |
| <b>Administrative and Office Expenses</b>       |                             |                        |                      |                              |
| Accounting                                      | 10,000                      | 5,843                  | 58.43%               | 5,471                        |
| Auditing  | 125,000                     | 97,736                 | 78.19%               | 74,571                       |
| Human Resources                                 | 40,000                      | 22,223                 | 55.56%               | 3,811                        |
| IT Services                                     | 307,700                     | 75,373                 | 24.50%               | 63,877                       |
| Internet  | 450                         | 215                    | 47.81%               | 3,352                        |
| Software Licenses                               | 123,100                     | 19,138                 | 15.55%               | 42,502                       |
| Cell Phones                                     | 23,891                      | 13,951                 | 58.39%               | 10,545                       |
| Local Telephone Service                         | 120,000                     | 59,494                 | 49.58%               | 5,287                        |
| Overnight Delivery Services                     | 550                         | 47                     | 8.52%                | 79                           |
| Local Delivery Services                         | 725                         | 25                     | 3.39%                | 62                           |
| Copy Machine                                    | 14,735                      | 10,176                 | 69.06%               | 11,048                       |
| Repair & Maintenance-General                    | 14,200                      | 4,239                  | 29.85%               | 2,450                        |
| Community Meeting/ Events                       | 12,000                      | -                      | -                    | -                            |
| Meeting Expense                                 | 14,750                      | 11,143                 | 75.54%               | 6,996                        |
| Public Notices                                  | 100                         | (9)                    | -9.00%               | -                            |
| Toll Tag Expense                                | 4,150                       | 1,450                  | 34.94%               | 1,660                        |
| Parking / Local Ride Share                      | 2,800                       | 1,217                  | 43.46%               | 855                          |
| Mileage Reimbursement                           | 8,300                       | 2,068                  | 24.91%               | 2,436                        |
| Insurance Expense                               | 256,200                     | 191,596                | 74.78%               | 127,134                      |
| Rent Expense                                    | 720,000                     | 349,938                | 48.60%               | 311,042                      |
| Building Parking                                | 27,000                      | 12,733                 | 47.16%               | -                            |
| Legal Services                                  | 500,000                     | 241,699                | 48.34%               | 148,159                      |
| <b>Total Administrative and Office Expenses</b> | <b>2,325,651</b>            | <b>1,120,294</b>       | <b>48.17%</b>        | <b>821,336</b>               |
| <b>Office Supplies</b>                          |                             |                        |                      |                              |
| Books & Publications                            | 5,000                       | -                      | -                    | 3,112                        |
| Office Supplies                                 | 17,000                      | 4,993                  | 29.37%               | 8,333                        |
| Misc Office Equipment                           | 10,250                      | 3,610                  | 35.22%               | 4,663                        |
| Computer Supplies                               | 169,400                     | 46,073                 | 27.20%               | 26,689                       |
| Copy Supplies                                   | 3,000                       | 1,043                  | 34.77%               | 1,036                        |
| Other Reports-Printing                          | 8,000                       | -                      | -                    | 3,627                        |
| Office Supplies-Printed                         | 5,250                       | 1,654                  | 31.50%               | 3,170                        |
| Misc Materials & Supplies                       | 750                         | -                      | -                    | -                            |
| Postage Expense                                 | 850                         | 249                    | 29.28%               | 263                          |
| <b>Total Office Supplies</b>                    | <b>219,500</b>              | <b>57,621</b>          | <b>26.25%</b>        | <b>50,894</b>                |

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending February 29, 2020**

|  | Budget<br>Amount FY<br>2020 | Actual Year<br>to Date | Percent of<br>Budget | Actual Prior<br>Year to Date |
|--|-----------------------------|------------------------|----------------------|------------------------------|
| <b>Communications and Public Relations</b>       |                             |                        |                      |                              |
| Graphic Design Services                          | 60,000                      | -                      | -                    | 29,424                       |
| Website Maintenance                              | 105,000                     | 13,506                 | 12.86%               | 24,837                       |
| Research Services                                | 770,000                     | 46,368                 | 6.02%                | (56,385)                     |
| Communications and Marketing                     | 300,500                     | 187,785                | 62.49%               | 211,663                      |
| Advertising Expense                              | 755,000                     | 333,542                | 44.18%               | 350,817                      |
| Direct Mail                                      | 10,000                      | -                      | -                    | -                            |
| Video Production                                 | 150,000                     | 22,393                 | 14.93%               | 8,820                        |
| Photography                                      | 10,000                      | 379                    | 3.79%                | 4,895                        |
| Radio  | 50,000                      | 3,480                  | 6.96%                | 1,500                        |
| Other Public Relations                           | 140,000                     | 3,918                  | 2.80%                | 21,475                       |
| Promotional Items                                | 20,000                      | 6,907                  | 34.54%               | 700                          |
| Annual Report printing                           | 6,500                       | -                      | -                    | 3,712                        |
| Direct Mail Printing                             | 30,000                      | -                      | -                    | -                            |
| Other Communication Expenses                     | 56,204                      | 13,508                 | 24.03%               | 1,947                        |
| <b>Total Communications and Public Relations</b> | <b>2,463,204</b>            | <b>631,785</b>         | <b>25.65%</b>        | <b>603,406</b>               |
| <b>Employee Development</b>                      |                             |                        |                      |                              |
| Subscriptions                                    | 4,725                       | 1,322                  | 27.98%               | 542                          |
| Agency Memberships                               | 65,000                      | 51,013                 | 78.48%               | 37,891                       |
| Continuing Education                             | 11,000                      | 1,159                  | 10.54%               | 385                          |
| Professional Development                         | 31,500                      | 8,985                  | 28.52%               | 7,536                        |
| Other Licenses                                   | 800                         | 409                    | 51.11%               | 243                          |
| Seminars and Conferences                         | 45,855                      | 22,863                 | 49.86%               | 14,718                       |
| Travel   | 130,810                     | 81,245                 | 62.11%               | 55,988                       |
| <b>Total Employee Development</b>                | <b>289,690</b>              | <b>166,996</b>         | <b>57.65%</b>        | <b>117,303</b>               |
| <b>Financing and Banking Fees</b>                |                             |                        |                      |                              |
| Trustee Fees                                     | 52,000                      | 37,100                 | 71.35%               | 26,075                       |
| Bank Fee Expense                                 | 6,500                       | 1,118                  | 17.21%               | 2,349                        |
| Continuing Disclosure                            | 15,000                      | 3,634                  | 24.23%               | 3,500                        |
| Arbitrage Rebate Calculation                     | 10,000                      | 9,250                  | 92.50%               | 8,395                        |
| Rating Agency Expense                            | 30,000                      | 64,000                 | 213.33%              | 16,000                       |
| <b>Total Financing and Banking Fees</b>          | <b>113,500</b>              | <b>115,102</b>         | <b>101.41%</b>       | <b>56,319</b>                |
| <b>Total Administrative</b>                      | <b>5,411,545</b>            | <b>2,091,798</b>       | <b>38.65%</b>        | <b>1,649,258</b>             |

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending February 29, 2020**

|  | Budget<br>Amount FY<br>2020 | Actual Year<br>to Date | Percent of<br>Budget | Actual Prior<br>Year to Date |
|--|-----------------------------|------------------------|----------------------|------------------------------|
| <b>Operations and Maintenance</b>                  |                             |                        |                      |                              |
| <b>Operations and Maintenance Consulting</b>       |                             |                        |                      |                              |
| GEC-Trust Indenture Support                        | 294,000                     | 225,267                | 76.62%               | 70,298                       |
| GEC-Financial Planning Support                     | 285,000                     | 40,232                 | 14.12%               | 42,698                       |
| GEC-Toll Ops Support                               | 1,498,223                   | 214,318                | 14.30%               | 66,393                       |
| GEC-Roadway Ops Support                            | 1,404,000                   | 191,339                | 13.63%               | 231,694                      |
| GEC-Technology Support                             | 1,028,000                   | 532,171                | 51.77%               | 434,891                      |
| GEC-Public Information Support                     | 325,000                     | 111,208                | 34.22%               | 8,748                        |
| GEC-General Support                                | 2,221,000                   | 867,277                | 39.05%               | 499,825                      |
| General System Consultant                          | 1,318,627                   | 347,295                | 26.34%               | 287,678                      |
| Traffic Modeling                                   | 150,000                     | -                      | -                    | 53,511                       |
| Traffic and Revenue Consultant                     | 300,000                     | 200,748                | 66.92%               | 62,858                       |
| <b>Total Operations and Maintenance Consulting</b> | <b>8,823,850</b>            | <b>2,729,854</b>       | <b>30.94%</b>        | <b>1,758,594</b>             |
| <b>Roadway Operations and Maintenance</b>          |                             |                        |                      |                              |
| Roadway Maintenance                                | 4,400,000                   | 1,678,756              | 38.15%               | 1,764,546                    |
| Signal & Illumination Maint                        | -                           | 15,940                 | -                    | -                            |
| Maintenance Supplies-Roadway                       | 237,000                     | 16,735                 | 7.06%                | 18,976                       |
| Tools & Equipment Expense                          | 1,500                       | 568                    | 37.90%               | 199                          |
| Gasoline   | 21,600                      | 8,769                  | 40.60%               | 9,900                        |
| Repair & Maintenance-Vehicles                      | 4,000                       | 3,577                  | 89.42%               | 3,044                        |
| Electricity - Roadways                             | 250,000                     | 117,841                | 47.14%               | 97,673                       |
| <b>Total Roadway Operations and Maintenance</b>    | <b>4,914,100</b>            | <b>1,842,186</b>       | <b>37.49%</b>        | <b>1,894,339</b>             |
| <b>Toll Processing and Collection Expense</b>      |                             |                        |                      |                              |
| Image Processing                                   | 3,392,460                   | 1,114,010              | 32.84%               | 715,093                      |
| Tag Collection Fees                                | 7,283,817                   | 3,963,899              | 54.42%               | 3,244,471                    |
| Court Enforcement Costs                            | 50,001                      | -                      | -                    | 7,875                        |
| DMV Lookup Fees                                    | 999                         | 368                    | 36.88%               | 586                          |
| <b>Total Processing and Collection Expense</b>     | <b>10,727,277</b>           | <b>5,078,278</b>       | <b>47.34%</b>        | <b>3,968,025</b>             |

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending February 29, 2020**

|   | Budget<br>Amount FY<br>2020 | Actual Year<br>to Date | Percent of<br>Budget | Actual Prior<br>Year to Date |
|---|-----------------------------|------------------------|----------------------|------------------------------|
| <b>Toll Operations Expense</b>                  |                             |                        |                      |                              |
| Generator Fuel                                  | 2,500                       | 1,778                  | 71.14%               | 1,228                        |
| Fire and Burglar Alarm                          | 599                         | 247                    | 41.19%               | 247                          |
| Refuse  | 1,500                       | 1,291                  | 86.10%               | 827                          |
| Telecommunications                              | -                           | -                      | -                    | 32,871                       |
| Water - Irrigation                              | 10,000                      | 3,196                  | 31.96%               | 2,583                        |
| Electricity                                     | 2,500                       | 256                    | 10.24%               | 933                          |
| ETC spare parts expense                         | 25,000                      | 8,272                  | 33.09%               | 5,573                        |
| Repair & Maintenance Toll Equip                 | 150,000                     | -                      | -                    | -                            |
| Law Enforcement                                 | 274,998                     | 2,155                  | 0.78%                | 181,704                      |
| ETC Maintenance Contract                        | 4,524,237                   | 1,114,182              | 24.63%               | 1,049,670                    |
| ETC Toll Management Center System Operation     | 402,587                     | -                      | -                    | -                            |
| ETC Development                                 | 2,361,999                   | 405,789                | 17.18%               | 256,793                      |
| ETC Testing                                     | 252,999                     | 109,443                | 43.26%               | 52,536                       |
| <b>Total Toll Operations Expense</b>            | <b>8,008,919</b>            | <b>1,646,609</b>       | <b>20.56%</b>        | <b>1,584,964</b>             |
| <b>Total Operations and Maintenance</b>         | <b>32,474,146</b>           | <b>11,296,927</b>      | <b>34.79%</b>        | <b>9,205,922</b>             |
| <b>Other Expenses</b>                           |                             |                        |                      |                              |
| <b>Special Projects and Contingencies</b>       |                             |                        |                      |                              |
| HERO  | 150,000                     | 61,595                 | 41.06%               | -                            |
| Special Projects                                | 400,001                     | 30,553                 | 7.64%                | 41,880                       |
| 71 Express Net Revenue Payment                  | 4,500,000                   | 2,721,544              | 60.48%               | 2,290,102                    |
| Technology Task Force                           | 525,000                     | 138,567                | 26.39%               | 82,319                       |
| Other Contractual Svcs                          | 150,000                     | 72,500                 | 48.33%               | 136,548                      |
| Contingency                                     | 400,000                     | -                      | -                    | -                            |
| <b>Total Special Projects and Contingencies</b> | <b>6,125,001</b>            | <b>3,024,759</b>       | <b>49.38%</b>        | <b>2,550,848</b>             |



**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending February 29, 2020**

|                                     | Budget<br>Amount FY<br>2020 | Actual Year<br>to Date | Percent of<br>Budget | Actual Prior<br>Year to Date |
|-------------------------------------|-----------------------------|------------------------|----------------------|------------------------------|
| <b>Non Cash Expenses</b>            |                             |                        |                      |                              |
| Amortization Expense                | 771,625                     | 628,783                | 81.49%               | 293,895                      |
| Amort Expense - Refund Savings      | 1,050,000                   | 699,978                | 66.66%               | 694,661                      |
| Dep Exp- Furniture & Fixtures       | 2,620                       | 1,742                  | 66.51%               | 1,742                        |
| Dep Expense - Equipment             | 16,000                      | 44,065                 | 275.41%              | 10,666                       |
| Dep Expense - Autos & Trucks        | 40,500                      | 19,828                 | 48.96%               | 17,758                       |
| Dep Expense-Buildng & Toll Fac      | 176,800                     | 117,832                | 66.65%               | 107,522                      |
| Dep Expense-Highways & Bridges      | 38,568,000                  | 21,633,481             | 56.09%               | 16,567,891                   |
| Dep Expense-Toll Equipment          | 3,670,250                   | 2,385,581              | 65.00%               | 1,710,047                    |
| Dep Expense - Signs                 | 326,200                     | 506,420                | 155.25%              | 219,389                      |
| Dep Expense-Land Improvements       | 884,935                     | 663,700                | 75.00%               | 589,956                      |
| Depreciation Expense-Computers      | 9,600                       | 53,572                 | 558.05%              | 6,972                        |
| <b>Total Non Cash Expenses</b>      | <b>45,516,530</b>           | <b>26,754,984</b>      | <b>58.78%</b>        | <b>20,220,499</b>            |
| <b>Total Other Expenses</b>         | <b>51,641,531</b>           | <b>29,779,743</b>      | <b>57.67%</b>        | <b>22,771,347</b>            |
| <b>Non Operating Expenses</b>       |                             |                        |                      |                              |
| Bond Issuance Expense               | 250,000                     | 956,803                | 382.72%              | 2,406,087                    |
| Loan Fee Expense                    | 75,000                      | 27,000                 | 36.00%               | 13,500                       |
| Interest Expense                    | 43,741,254                  | 25,675,008             | 58.70%               | 22,472,608                   |
| Community Initiatives               | 325,000                     | 82,928                 | 25.52%               | 40,942                       |
| <b>Total Non Operating Expenses</b> | <b>44,391,254</b>           | <b>26,741,738</b>      | <b>60.24%</b>        | <b>24,933,138</b>            |
| <b>TOTAL EXPENSES</b>               | <b>\$140,026,585</b>        | <b>\$73,600,006</b>    | <b>52.56%</b>        | <b>\$62,099,796</b>          |
| <b>Net Income</b>                   | <b>(\$112,442)</b>          | <b>\$17,863,019</b>    |                      | <b>10,484,435</b>            |

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of February 29, 2020**

|  | as of 02/29/2020 |                                | as of 02/28/2019 |                                |
|--|------------------|--------------------------------|------------------|--------------------------------|
| <b>ASSETS</b>  |                  |                                |                  |                                |
| <b>Current Assets</b>                                      |                  |                                |                  |                                |
| <b>Cash</b>  |                  |                                |                  |                                |
| Regions Operating Account                                  | \$ 536,106       |                                | \$ 1,016,977     |                                |
| Cash in TexStar  | 239,593          |                                | 232,245          |                                |
| Regions Payroll Account                                    | 98,837           |                                | 121,874          |                                |
| <b>Restricted Cash</b>                                     |                  |                                |                  |                                |
| Goldman Sachs FSGF 465                                     | 191,344,689      |                                | 332,031,016      |                                |
| Restricted Cash - TexSTAR                                  | 292,456,474      |                                | 148,817,348      |                                |
| Overpayments account                                       | 476,566          |                                | 323,670          |                                |
| <b>Total Cash and Cash Equivalents</b>                     |                  | <u>485,152,264</u>             |                  | <u>482,543,129</u>             |
| <b>Accounts Receivable</b>                                 |                  |                                |                  |                                |
| Accounts Receivable  | 2,770,089        |                                | 1,141,083        |                                |
| Due From Other Agencies                                    | 78,401           |                                | 28,227           |                                |
| Due From TTA   | 1,107,026        |                                | 833,513          |                                |
| Due From NTTA  | 871,693          |                                | 722,432          |                                |
| Due From HCTRA   | 1,230,433        |                                | 903,832          |                                |
| Due From TxDOT   | 449,782          |                                | 772,605          |                                |
| Interest Receivable  | 314,596          |                                | 482,638          |                                |
| <b>Total Receivables</b>                                   |                  | <u>6,822,020</u>               |                  | <u>4,884,330</u>               |
| <b>Short Term Investments</b>                              |                  |                                |                  |                                |
| Treasuries   | 9,855,135        |                                | 19,962,403       |                                |
| Agencies   | 10,144,865       |                                | 79,784,379       |                                |
| <b>Total Short Term Investments</b>                        |                  | <u>20,000,000</u>              |                  | <u>99,746,782</u>              |
| <b>Total Current Assets</b>                                |                  | <u>511,974,285</u>             |                  | <u>587,174,241</u>             |
| <b>Total Construction in Progress</b>                      |                  | 575,726,859                    |                  | 709,012,278                    |
| <b>Fixed Assets (Net of Depreciation and Amortization)</b> |                  |                                |                  |                                |
| Computers  | 528,754          |                                | 23,162           |                                |
| Computer Software  | 3,697,995        |                                | 728,336          |                                |
| Furniture and Fixtures                                     | 8,277            |                                | 10,890           |                                |
| Equipment  | 5,457            |                                | 8,706            |                                |
| Autos and Trucks   | 84,288           |                                | 41,760           |                                |
| Buildings and Toll Facilities                              | 4,829,430        |                                | 5,006,178        |                                |
| Highways and Bridges                                       | 1,179,784,667    |                                | 881,218,475      |                                |
| Toll Equipment   | 24,108,120       |                                | 16,992,441       |                                |
| Signs  | 13,332,574       |                                | 10,417,080       |                                |
| Land Improvements  | 8,264,115        |                                | 9,149,049        |                                |
| Right of way   | 88,149,606       |                                | 88,149,606       |                                |
| Leasehold Improvements                                     | 152,378          |                                | 129,924          |                                |
| <b>Total Fixed Assets</b>                                  |                  | <u>1,322,945,660</u>           |                  | <u>1,011,875,605</u>           |
| <b>Other Assets</b>  |                  |                                |                  |                                |
| Intangible Assets-Net                                      | 101,645,553      |                                | 102,774,711      |                                |
| 2005 Bond Insurance Costs                                  | 3,932,110        |                                | 4,145,619        |                                |
| Prepaid Insurance  | 357,174          |                                | 261,497          |                                |
| Deferred Outflows (pension related)                        | 866,997          |                                | 290,396          |                                |
| Pension Asset  | 177,226          |                                | 826,397          |                                |
| <b>Total Other Assets</b>                                  |                  | <u>106,979,060</u>             |                  | <u>108,298,620</u>             |
| <b>Total Assets</b>  |                  | <u><u>\$ 2,517,625,865</u></u> |                  | <u><u>\$ 2,416,360,744</u></u> |

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of February 29, 2020**

|  | as of 02/29/2020     | as of 02/28/2019     |
|--|----------------------|----------------------|
| <b>LIABILITIES</b>                       |                      |                      |
| <b>Current Liabilities</b>               |                      |                      |
| Accounts Payable                         | \$ 318,513           | \$ 85,174            |
| Construction Payable                     | 24,380,501           | 1,447,928            |
| Overpayments                             | 479,730              | 326,674              |
| Interest Payable                         | 7,539,715            | 9,229,317            |
| TCDRS Payable                            | 72,735               | 95,475               |
| Due to other Agencies                    | 15,860               | 4,061,601            |
| Due to TTA                               | 566,592              | 1,097,600            |
| Due to NTTA                              | 59,377               | 51,419               |
| Due to HCTRA                             | 89,546               | 66,728               |
| Due to Other Entities                    | 855,626              | 744,056              |
| 71E TxDOT Obligation - ST                | 4,444,684            | 3,860,267            |
| <b>Total Current Liabilities</b>         | <b>38,822,879</b>    | <b>21,066,240</b>    |
| <b>Long Term Liabilities</b>             |                      |                      |
| Compensated Absences                     | 543,329              | 541,425              |
| Deferred Inflows (pension related)       | 206,675              | 278,184              |
| <b>Long Term Payables</b>                | <b>750,004</b>       | <b>819,609</b>       |
| <b>Bonds Payable</b>                     |                      |                      |
| <b>Senior Lien Revenue Bonds:</b>        |                      |                      |
| Senior Lien Revenue Bonds 2010           | 73,622,062           | 75,571,730           |
| Senior Lien Revenue Bonds 2011           | 17,097,632           | 16,071,901           |
| Senior Refunding Bonds 2013              | 133,195,000          | 136,405,000          |
| Senior Lien Revenue Bonds 2015           | 298,790,000          | 298,790,000          |
| Senior Lien Put Bnd 2015                 | 68,785,000           | 68,785,000           |
| Senior Lien Refunding Revenue Bonds 2016 | 356,785,000          | 358,030,000          |
| Senior Lien Revenue Bonds 2018           | 44,345,000           | 44,345,000           |
| Senior Lien Revenue Bonds 2020A          | 50,265,000           | -                    |
| Sn Lien Rev Bnd Prem/Disc 2013           | 5,072,963            | 6,907,489            |
| Sn Lien Revenue Bnd Prem 2015            | 18,982,591           | 19,979,679           |
| Sn Lien Put Bnd Prem 2015                | 931,202              | 2,483,955            |
| Senior lien premium 2016 revenue bonds   | 44,505,067           | 48,817,468           |
| Sn Lien Revenue Bond Premium 2018        | 3,771,795            | 4,038,368            |
| Senior Lien Revenue Bond Premium 2020A   | 11,679,665           | -                    |
| <b>Total Senior Lien Revenue Bonds</b>   | <b>1,127,827,977</b> | <b>1,080,225,590</b> |
| <b>Sub Lien Revenue Bonds:</b>           |                      |                      |
| Sub Lien Refunding Bonds 2013            | 95,945,000           | 98,295,000           |
| Sub Lien Refunding Bonds 2016            | 73,490,000           | 73,905,000           |
| Subordinated Lien BANs 2018              | 46,020,000           | 46,020,000           |
| Sub Refunding 2013 Prem/Disc             | 1,097,078            | 1,538,742            |
| Sub Refunding 2016 Prem/Disc             | 7,732,829            | 8,581,912            |
| Sub Lien BANs 2018 Premium               | 970,077              | 1,499,210            |
| <b>Total Sub Lien Revenue Bonds</b>      | <b>225,254,984</b>   | <b>229,839,865</b>   |
| <b>Other Obligations</b>                 |                      |                      |
| TIFIA Note 2015                          | 294,032,841          | 227,712,244          |
| TIFIA Note 2019                          | 51,164               | -                    |
| SIB Loan 2015                            | 33,920,075           | 32,603,003           |
| State Highway Fund Loan 2015             | 33,920,105           | 32,603,033           |
| State 45SW Loan                          | -                    | 55,000,000           |
| 71E TxDOT Obligation - LT                | 60,728,211           | 62,332,058           |
| Regions 2017 MoPAC Note                  | 24,990,900           | 17,000,000           |
| <b>Total Other Obligations</b>           | <b>447,643,295</b>   | <b>427,250,338</b>   |
| <b>Total Long Term Liabilities</b>       | <b>1,801,476,260</b> | <b>1,738,135,402</b> |
| <b>Total Liabilities</b>                 | <b>1,840,299,139</b> | <b>1,759,201,642</b> |

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of February 29, 2020**

|   | as of 02/29/2020               | as of 02/28/2019               |
|---|--------------------------------|--------------------------------|
| <b>NET ASSETS</b>                       |                                |                                |
| Contributed Capital                     | 121,202,391                    | 121,202,391                    |
| Net Assets Beginning                    | 541,309,641                    | 527,520,601                    |
| Current Year Operations                 | 14,814,694                     | 8,436,110                      |
| <b>Total Net Assets</b>                 | <b><u>677,326,727</u></b>      | <b><u>657,159,102</u></b>      |
| <b>Total Liabilities and Net Assets</b> | <b><u>\$ 2,517,625,865</u></b> | <b><u>\$ 2,416,360,744</u></b> |

**Central Texas Regional Mobility Authority**  
**Statement of Cash Flow - Unaudited**  
**as of February 29, 2020**

**Cash flows from operating activities:**

|   |    |              |
|---|----|--------------|
| Receipts from toll revenues                               | \$ | 86,443,072   |
| Receipts from interest income                             |    | 2,298,426    |
| Payments to vendors                                       |    | (24,935,047) |
| Payments to employees                                     |    | (3,721,249)  |
| Net cash flows provided by (used in) operating activities |    | 60,085,202   |

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

|   |  |               |
|---|--|---------------|
| Proceeds from notes payable   |  | 55,385,943    |
| Interest payments   |  | (54,371,558)  |
| Acquisitions of construction in progress                                      |  | (125,311,535) |
| Net cash flows provided by (used in) capital and related financing activities |  | (124,297,149) |

**Cash flows from investing activities:**

|   |    |               |
|---|----|---------------|
| Purchase of investments                                   |    | (236,972,704) |
| Proceeds from sale or maturity of investments             |    | 227,484,841   |
| Net cash flows provided by (used in) investing activities |    | (9,487,862)   |
| Net increase (decrease) in cash and cash equivalents      |    | (73,699,810)  |
| Cash and cash equivalents at beginning of period          |    | 241,560,543   |
| Cash and cash equivalents at end of period                | \$ | 167,860,733   |

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

|   |    |             |
|---|----|-------------|
| Operating income  | \$ | 39,518,593  |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: |    |             |
| Depreciation and amortization   |    | 26,055,006  |
| Changes in assets and liabilities:  |    |             |
| (Increase) decrease in prepaid expenses and other assets                                    |    | (157,006)   |
| (Decrease) increase in accounts payable   |    | (3,488,433) |
| Increase (decrease) in accrued expenses   |    | (1,842,958) |
| Total adjustments   |    | 20,566,609  |
| Net cash flows provided by (used in) operating activities                                   | \$ | 60,085,202  |

**Reconciliation of cash and cash equivalents:**

|  |    |             |
|--|----|-------------|
| Unrestricted cash and cash equivalents | \$ | 1,111,509   |
| Restricted cash and cash equivalents   |    | 166,749,224 |
| Total                                  | \$ | 167,860,733 |

**INVESTMENTS by FUND**

|  |                      | Balance<br>February 29, 2020 |                                      |                       |
|--|----------------------|------------------------------|--------------------------------------|-----------------------|
| Renewal & Replacement Fund                       |                      |                              |                                      |                       |
| <b>TexSTAR</b>                                   | <b>402,368.90</b>    |                              | <b>TexSTAR</b>                       | <b>292,696,066.91</b> |
| <b>Goldman Sachs</b>                             | <b>15,071.83</b>     |                              | <b>Goldman Sachs</b>                 | <b>166,878,886.57</b> |
| Agencies/ Treasuries                             |                      | 417,440.73                   | <b>Agencies &amp; Treasury Notes</b> | <b>20,000,000.00</b>  |
| Grant Fund                                       |                      |                              |                                      | \$ 479,574,953.48     |
| <b>TexSTAR</b>                                   | <b>4,444,170.00</b>  |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>5,611,103.69</b>  |                              |                                      |                       |
| Agencies/ Treasuries                             | -                    | 10,055,273.69                |                                      |                       |
| Senior Debt Service Reserve Fund                 |                      |                              |                                      |                       |
| <b>TexSTAR</b>                                   | <b>66,427,017.88</b> |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>17,612,070.52</b> |                              |                                      |                       |
| Agencies/ Treasuries                             | -                    | 84,039,088.40                |                                      |                       |
| 2010 Senior Lien DSF                             |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>60,470.36</b>     | 60,470.36                    |                                      |                       |
| 2011 Debt Service Acct                           |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>787,079.74</b>    | 787,079.74                   |                                      |                       |
| 2013 Sr Debt Service Acct                        |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>1,753,671.95</b>  | 1,753,671.95                 |                                      |                       |
| 2013 Sub Debt Service Account                    |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>2,904,447.00</b>  | 2,904,447.00                 |                                      |                       |
| 2015 Sr Capitalized Interest                     |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | -                    | 17,761,627.05                |                                      |                       |
| <b>TexSTAR</b>                                   | <b>17,761,627.05</b> |                              |                                      |                       |
| 2015B Debt Service Account                       |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>716,801.36</b>    | 716,801.36                   |                                      |                       |
| 2016 Sr Lien Rev Refunding Debt Service Account  |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>5,314,385.50</b>  | 5,314,385.50                 |                                      |                       |
| 2016 Sub Lien Rev Refunding Debt Service Account |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>632,021.40</b>    | 632,021.40                   |                                      |                       |
| 2016 Sub Lien Rev Refunding DSR                  |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>6,973,655.85</b>  | 6,973,655.85                 |                                      |                       |
| Agencies/ Treasuries                             | -                    | 6,973,655.85                 |                                      |                       |
| Operating Fund                                   |                      |                              |                                      |                       |
| <b>TexSTAR</b>                                   | <b>239,592.69</b>    |                              |                                      |                       |
| <b>TexSTAR-Trustee</b>                           | <b>1,470,417.57</b>  |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>106,925.14</b>    | 1,816,935.40                 |                                      |                       |
| Revenue Fund                                     |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>4,300,273.84</b>  | 4,300,273.84                 |                                      |                       |
| General Fund                                     |                      |                              |                                      |                       |
| <b>TexSTAR</b>                                   | <b>36,044,189.63</b> |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>33,086,543.30</b> | 89,130,732.93                |                                      |                       |
| Agencies/ Treasuries                             | 20,000,000.00        |                              |                                      |                       |
| 2013 Sub Debt Service Reserve Fund               |                      |                              |                                      |                       |
| <b>TexSTAR</b>                                   | <b>5,271,287.60</b>  |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>3,639,283.66</b>  | 8,910,571.26                 |                                      |                       |
| 71E Revenue Fund                                 |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>14,684,245.41</b> | 14,684,245.41                |                                      |                       |
| MoPac Revenue Fund                               |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>73,563.55</b>     | 73,563.55                    |                                      |                       |
| MoPac General Fund                               |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>13,422,548.78</b> | 13,422,548.78                |                                      |                       |
| MoPac Operating Fund                             |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>1,944,763.63</b>  | 1,944,763.63                 |                                      |                       |
| MoPac Loan Repayment Fund                        |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | -                    | 0.00                         |                                      |                       |
| 2015B Project Account                            |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>15,930,924.69</b> |                              |                                      |                       |
| Agencies/ Treasuries                             | -                    |                              |                                      |                       |
| <b>TexSTAR</b>                                   | <b>26,288,185.79</b> | 42,219,110.48                |                                      |                       |
| 2015 TIFIA Project Account                       |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>26,898,790.67</b> |                              |                                      |                       |
| <b>TexSTAR</b>                                   | <b>88,218,901.48</b> |                              |                                      |                       |
| Agencies/ Treasuries                             | -                    | 115,117,692.15               |                                      |                       |
| 2011 Sr Financial Assistance Fund                |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>0.00</b>          | 12,254,390.25                |                                      |                       |
| <b>TexSTAR</b>                                   | <b>12,254,390.25</b> |                              |                                      |                       |
| 2018 Sr Lien Project Cap I                       |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>5,724,912.63</b>  | 5,724,912.63                 |                                      |                       |
| 2018 Sr Lien Project Account                     |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>176,576.63</b>    |                              |                                      |                       |
| <b>TexSTAR</b>                                   | <b>33,873,918.07</b> | 34,050,494.70                |                                      |                       |
| 2018 Sub Debt Service Account                    |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>338,285.44</b>    | 338,285.44                   |                                      |                       |
| 2019 TIFIA Sub Lien Project Account              |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>50,830.82</b>     | 50,830.82                    |                                      |                       |
| 45SW Toll Revenue Fund                           |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>0.00</b>          | 0.00                         |                                      |                       |
| 45SW General Fund                                |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>0.00</b>          | 0.00                         |                                      |                       |
| 45SW Operating Fund                              |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>0.00</b>          | 0.00                         |                                      |                       |
| 45SW Project Fund                                |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>0.00</b>          | 0.00                         |                                      |                       |
| 2020 SH 45SW Project Account                     |                      |                              |                                      |                       |
| <b>Goldman Sachs</b>                             | <b>4,119,639.18</b>  | 4,119,639.18                 |                                      |                       |
|  |                      | <b>\$ 479,574,953.48</b>     |                                      |                       |

**CTRMA INVESTMENT REPORT**

| Month Ending 2/29/2020                           |                       |                          |                  |                      |                       |                  |
|--|-----------------------|--------------------------|------------------|----------------------|-----------------------|------------------|
| Balance<br>2/1/2020                              | Additions             | Discount<br>Amortization | Accrued Interest | Withdrawals          | Balance<br>2/29/2020  | Rate<br>February |
| <b>Amount in Trustee TexStar</b>                 |                       |                          |                  |                      |                       |                  |
| 2011 Sr Lien Financial Assist Fund               | 12,239,182.15         |                          | 15,208.10        |                      | 12,254,390.25         | 1.5641%          |
| 2013 Sub Lien Debt Service Reserve               | 5,264,745.79          |                          | 6,541.81         |                      | 5,271,287.60          | 1.5641%          |
| General Fund                                     | 35,999,457.61         |                          | 44,732.02        |                      | 36,044,189.63         | 1.5641%          |
| Trustee Operating Fund                           | 1,569,203.74          | 2,400,000.00             | 1,213.83         | 2,500,000.00         | 1,470,417.57          | 1.5641%          |
| Renewal and Replacement                          | 401,869.54            |                          | 499.36           |                      | 402,368.90            | 1.5641%          |
| Grant Fund                                       | 4,438,654.63          |                          | 5,515.37         |                      | 4,444,170.00          | 1.5641%          |
| Senior Lien Debt Service Reserve Fund            | 66,344,579.79         |                          | 82,438.09        |                      | 66,427,017.88         | 1.5641%          |
| 2015A Sr Ln Project Cap Interest                 | 17,739,584.31         |                          | 22,042.74        |                      | 17,761,627.05         | 1.5641%          |
| 2015B Sr Ln Project                              | 26,255,561.31         |                          | 32,624.48        |                      | 26,288,185.79         | 1.5641%          |
| 2015C TIFIA Project                              | 88,109,418.96         |                          | 109,482.52       |                      | 88,218,901.48         | 1.5641%          |
| 2018 Sr Lien Project Account                     | 35,830,936.14         |                          | 42,981.93        | 2,000,000.00         | 33,873,918.07         | 1.5641%          |
|  | 294,193,193.97        | 2,400,000.00             | 363,280.25       | 4,500,000.00         | 292,456,474.22        |                  |
| <b>Amount in TexStar Operating Fund</b>          |                       |                          |                  |                      |                       |                  |
|  | 239,187.85            | 2,500,000.00             | 404.84           | 2,500,000.00         | 239,592.69            | 1.5641%          |
| <b>Goldman Sachs</b>                             |                       |                          |                  |                      |                       |                  |
| Operating Fund                                   | 456,021.63            | 2,053,005.41             | 229.17           | 2,402,331.07         | 106,925.14            | 1.5184%          |
| 2020 SH 45SW Project Account                     | 4,216,119.44          | 6,659.98                 | 1,749.42         | 104,889.66           | 4,119,639.18          | 1.5184%          |
| 45SW Project Fund                                | 0.00                  |                          | 6,659.98         | 6,659.98             | 0.00                  | 1.5184%          |
| 45SW Toll Revenue Fund                           | 0.00                  |                          | 195.09           | 195.09               | 0.00                  | 1.5184%          |
| 45SW General Fund                                | 0.00                  | 0.00                     | 976.65           | 976.65               | 0.00                  | 1.5184%          |
| 45SW Operating Fund                              | 0.00                  | 0.00                     | 301.41           | 301.41               | 0.00                  | 1.5184%          |
| 2015B Project Account                            | 15,910,290.90         |                          | 20,633.79        |                      | 15,930,924.69         | 1.5184%          |
| 2015C TIFIA Project Account                      | 37,721,020.87         |                          | 63,188.51        | 10,885,418.71        | 26,898,790.67         | 1.5184%          |
| 2011 Sr Financial Assistance Fund                | 0.00                  | 0.00                     | 0.00             | 0.00                 | 0.00                  | 1.5184%          |
| 2010 Senior DSF                                  | 60,059.01             |                          | 411.35           |                      | 60,470.36             | 1.5184%          |
| 2011 Senior Lien Debt Service Acct               | 786,060.24            |                          | 1,019.50         |                      | 787,079.74            | 1.5184%          |
| 2013 Senior Lien Debt Service Acct               | 888,448.14            | 864,285.37               | 938.44           |                      | 1,753,671.95          | 1.5184%          |
| 2013 Sub Debt Service Reserve Fund               | 3,634,569.73          |                          | 4,713.93         |                      | 3,639,283.66          | 1.5184%          |
| 2013 Subordinate Debt Service Acct               | 1,452,817.02          | 1,450,386.60             | 1,243.38         |                      | 2,904,447.00          | 1.5184%          |
| 2015B Debt Service Acct                          | 361,329.09            | 355,136.30               | 335.97           |                      | 716,801.36            | 1.5184%          |
| 2016 Sr Lien Rev Refunding Debt Service Account  | 3,404,294.24          | 1,906,419.90             | 3,671.36         |                      | 5,314,385.50          | 1.5184%          |
| 2016 Sub Lien Rev Refunding Debt Service Account | 319,477.14            | 312,220.82               | 323.44           |                      | 632,021.40            | 1.5184%          |
| 2016 Sub Lien Rev Refunding DSR                  | 6,964,622.94          |                          | 9,032.91         |                      | 6,973,655.85          | 1.5184%          |
| 2018 Sr Lien Project Cap I                       | 5,717,447.64          |                          | 7,464.99         |                      | 5,724,912.63          | 1.5184%          |
| 2018 Sr Lien Project Account                     | 18,513.08             | 3,334,211.15             | 41.63            | 3,176,189.23         | 176,576.63            | 1.5184%          |
| 2018 Sub Debt Service Account                    | 192,528.36            | 145,574.33               | 182.75           |                      | 338,285.44            | 1.5184%          |
| 2019 TIFIA Sub Lien Project Account              | 50,764.98             |                          | 65.84            |                      | 50,830.82             | 1.5184%          |
| Grant Fund                                       | 5,603,835.68          |                          | 7,268.01         |                      | 5,611,103.69          | 1.5184%          |
| Renewal and Replacement                          | 15,052.31             |                          | 19.52            |                      | 15,071.83             | 1.5184%          |
| Revenue Fund                                     | 5,718,136.83          | 10,977,652.62            | 5,179.00         | 12,400,694.61        | 4,300,273.84          | 1.5184%          |
| General Fund                                     | 11,211,323.42         | 23,251,929.43            | 13,519.08        | 1,390,228.63         | 33,086,543.30         | 1.5184%          |
| Senior Lien Debt Service Reserve Fund            | 17,589,258.88         |                          | 22,811.64        |                      | 17,612,070.52         | 1.5184%          |
| 71E Revenue Fund                                 | 13,939,776.36         | 760,731.28               | 17,328.55        | 33,590.78            | 14,684,245.41         | 1.5184%          |
| MoPac Revenue Fund                               | 83,078.66             | 1,177,445.28             | 1,620.49         | 1,188,580.88         | 73,563.55             | 1.5184%          |
| MoPac General Fund                               | 12,893,087.47         | 988,580.88               | 13,987.13        | 473,106.70           | 13,422,548.78         | 1.5184%          |
| MoPac Operating Fund                             | 1,653,487.87          | 364,703.00               | 2,106.97         | 75,534.21            | 1,944,763.63          | 1.5184%          |
| MoPac Loan Repayment Fund                        | 0.00                  | 62,529.29                | 11.62            | 62,540.91            | 0.00                  | 1.5184%          |
|  | 150,861,421.93        | 48,011,471.64            | 0.00             | 207,231.52           | 32,201,238.52         | 166,878,886.57   |
| <b>Amount in Fed Agencies and Treasuries</b>     |                       |                          |                  |                      |                       |                  |
| Amortized Principal                              | 39,982,996.67         |                          | 17,003.33        | 20,000,000.00        | 20,000,000.00         |                  |
|  | 39,982,996.67         |                          | 17,003.33        | 0.00                 | 20,000,000.00         | 20,000,000.00    |
| <b>Certificates of Deposit</b>                   |                       |                          |                  |                      |                       |                  |
| Total in Pools                                   | 294,432,381.82        | 4,900,000.00             | 363,685.09       | 7,000,000.00         | 292,696,066.91        |                  |
| Total in GS FSGF                                 | 150,861,421.93        | 48,011,471.64            | 207,231.52       | 32,201,238.52        | 166,878,886.57        |                  |
| Total in Fed Agencies and Treasuries             | 39,982,996.67         |                          | 17,003.33        | 20,000,000.00        | 20,000,000.00         |                  |
| <b>Total Invested</b>                            | <b>485,276,800.42</b> | <b>52,911,471.64</b>     | <b>17,003.33</b> | <b>59,201,238.52</b> | <b>479,574,953.48</b> |                  |

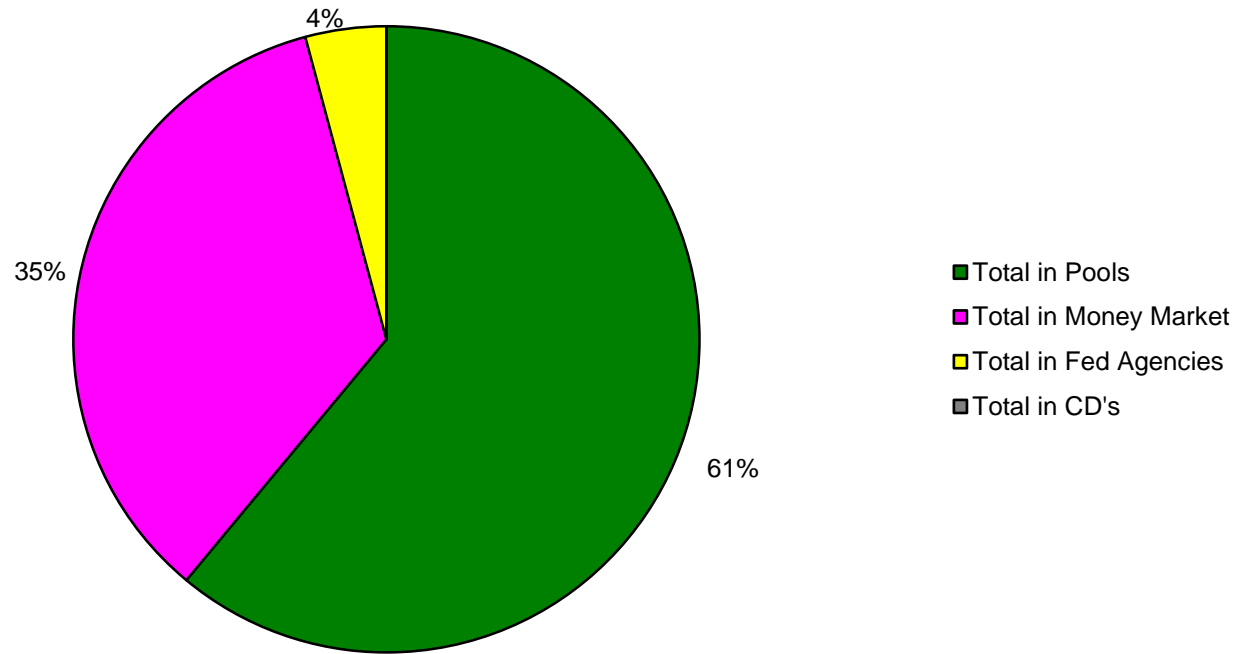
All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevant provisions of the Public Funds Investment Act Chapter 2256.023

William Chapman, CFO

Mary Temple, Controller

2/29/2020

## Allocation of Funds





Amount of Investments As of February 29, 2020

| Agency     | CUSIP #   | COST                 | Book Value           | Market Value         | Yield to Maturity | Purchased | Matures   | FUND         |
|------------|-----------|----------------------|----------------------|----------------------|-------------------|-----------|-----------|--------------|
| Farmer Mac | 31422BDL1 | 20,000,000.00        | 20,000,000.00        | 20,137,748.00        | 2.5995%           | 3/11/2019 | 9/25/2020 | General Fund |
| Fannie Mae | 3135G0T29 | <b>MATURED</b>       | <b>MATURED</b>       | <b>MATURED</b>       | 2.5600%           | 3/5/2019  | 2/28/2020 | General Fund |
|            |           | <u>20,000,000.00</u> | <u>20,000,000.00</u> | <u>20,137,748.00</u> |                   |           |           |              |

| Agency     | CUSIP #   | COST                 | Cumulative Amortization | 2/29/2020            |                      | Interest Income  |                  |                  |
|------------|-----------|----------------------|-------------------------|----------------------|----------------------|------------------|------------------|------------------|
|            |           |                      |                         | Book Value           | Maturity Value       | Accrued Interest | Amortization     | Interest Earned  |
| Farmer Mac | 31422BDL1 | 20,000,000.00        | -                       | 20,000,000.00        | 20,000,000.00        | 43,333.33        | -                | 43,333.33        |
| Fannie Mae | 3135G0T29 | <b>MATURED</b>       | <b>MATURED</b>          | <b>MATURED</b>       | 20,000,000.00        | 25,000.00        | 17,003.33        | 42,003.33        |
|            |           | <u>20,000,000.00</u> | <u>-</u>                | <u>20,000,000.00</u> | <u>40,000,000.00</u> | <u>68,333.33</u> | <u>17,003.33</u> | <u>85,336.66</u> |

# ESCROW FUNDS

**Travis County Escrow Fund - Elroy Road**

|               | <u>Balance</u>  |                  | <u>Accrued</u>  |                    | <u>Balance</u>   |
|---------------|-----------------|------------------|-----------------|--------------------|------------------|
|               | <u>2/1/2020</u> | <u>Additions</u> | <u>Interest</u> | <u>Withdrawals</u> | <u>2/29/2020</u> |
| Goldman Sachs | 23,756,781.62   |                  | 30,816.12       |                    | 23,787,597.74    |

**Travis County Escrow Fund - Ross Road**

|               | <u>Balance</u>  |                  | <u>Accrued</u>  |                    | <u>Balance</u>   |
|---------------|-----------------|------------------|-----------------|--------------------|------------------|
|               | <u>2/1/2020</u> | <u>Additions</u> | <u>Interest</u> | <u>Withdrawals</u> | <u>2/29/2020</u> |
| Goldman Sachs | 471,421.28      |                  | 615.80          |                    | 472,037.08       |

**Berstrom Expressway 183S Escrow Account**

|               | <u>Balance</u>  |                  | <u>Accrued</u>  |                    | <u>Balance</u>   |
|---------------|-----------------|------------------|-----------------|--------------------|------------------|
|               | <u>2/1/2020</u> | <u>Additions</u> | <u>Interest</u> | <u>Withdrawals</u> | <u>2/29/2020</u> |
| Goldman Sachs | -               | 206,167.22       |                 |                    | 206,167.22       |



**183 South Design-Build Project**  
**Contingency Status**  
 February 29, 2020



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

|                                  |                     |
|----------------------------------|---------------------|
| <b>Total Project Contingency</b> | <b>\$47,860,000</b> |
|----------------------------------|---------------------|

|                                   |   |               |
|-----------------------------------|---|---------------|
| <b>Obligations</b>                | CO#1 City of Austin ILA Adjustment                          | (\$2,779,934) |
|                                   | CO#2 Addition of Coping to Soil Nail Walls                  | \$742,385     |
|                                   | CO#4 Greenroads Implementation                              | \$362,280     |
|                                   | CO#6 51st Street Parking Trailhead                          | \$477,583     |
|                                   | CO#9 Patton Interchange Revisions                           | \$3,488,230   |
|                                   | CO#17 Boggy Creek Turnaround                                | \$2,365,876   |
|                                   | Others Less than \$300,000 (6)                              | \$1,263,577   |
|                                   | CO#10 City of Austin Utility (\$1,010,000 - no cost to RMA) | \$0           |
|                                   | Executed Change Orders                                      | \$5,919,997   |
|                                   | Change Orders Under Negotiation                             | \$5,980,000   |
| Potential Contractual Obligations | \$19,060,000  |               |

|                              |                     |
|------------------------------|---------------------|
| <b>(-) Total Obligations</b> | <b>\$30,959,997</b> |
|------------------------------|---------------------|

|                                      |                     |
|--------------------------------------|---------------------|
| <b>Remaining Project Contingency</b> | <b>\$16,900,003</b> |
|--------------------------------------|---------------------|



**MOPAC Misc. Construction**  
**Financial Status**  
 February 29, 2020



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

|  |  |                       |
|--|--|-----------------------|
| <b>Change Orders</b>   |  |                       |
|  | Total of Others Less than \$300,000 (16 Total) | \$ 747,992            |
| <b>Executed Change Orders</b>  |  | <b>\$ 747,992</b>     |
| <b>Revised Construction Contract Value</b>                               |  | <b>\$ 5,331,272</b>   |
| <b>Change Orders under Negotiation</b>                                   |  | <b>\$ -</b>           |
| <b>Potential Construction Contract Value</b>                             |  | <b>\$ 5,331,272</b>   |
| <b>Amount paid McCarthy through February 2020 draw (as of 2/29/2020)</b> |  | <b>\$ (5,011,124)</b> |
| <b>Potential Amount Payable to McCarthy</b>                              |  | <b>\$ 320,147</b>     |



**290E Ph. III**  
**Contingency Status**  
 February 29, 2020



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

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

|                    |                                   |             |
|--------------------|-----------------------------------|-------------|
| <b>Obligations</b> | Others Less than \$300,000 (1)    | \$143,530   |
|                    | Executed Change Orders            | \$143,530   |
|                    |                                   |             |
|                    | Change Orders Under Negotiation   | \$283,000   |
|                    | Potential Contractual Obligations | \$1,860,000 |

|                              |                    |
|------------------------------|--------------------|
| <b>(-) Total Obligations</b> | <b>\$2,286,530</b> |
|------------------------------|--------------------|

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



## Monthly Newsletter - February 2020

### Performance

#### As of February 29, 2020

|                                       |                    |
|---------------------------------------|--------------------|
| Current Invested Balance              | \$9,669,676,298.74 |
| Weighted Average Maturity (1)         | 30 Days            |
| Weighted Average Maturity (2)         | 81 Days            |
| Net Asset Value                       | 1.000213           |
| Total Number of Participants          | 921                |
| Management Fee on Invested Balance    | 0.06%*             |
| Interest Distributed                  | \$12,929,346.44    |
| Management Fee Collected              | \$476,400.37       |
| % of Portfolio Invested Beyond 1 Year | 3.78%              |
| Standard & Poor's Current Rating      | AAAm               |

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

#### February Averages

|  |                     |
|--|---------------------|
| Average Invested Balance                 | \$10,021,106,258.71 |
| Average Monthly Yield, on a simple basis | 1.5641%             |
| Average Weighted Average Maturity (1)*   | 32 Days             |
| Average Weighted Average Maturity (2)*   | 84 Days             |

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

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

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

### New Participants

We would like to welcome the following entity who joined the TexSTAR program in February:

★Town of Pantego

### Holiday Reminder

In observance of Good Friday, **TexSTAR will be closed Friday, April 10, 2020**. All ACH transactions initiated on Thursday, April 9th will settle on Monday, April 13th. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

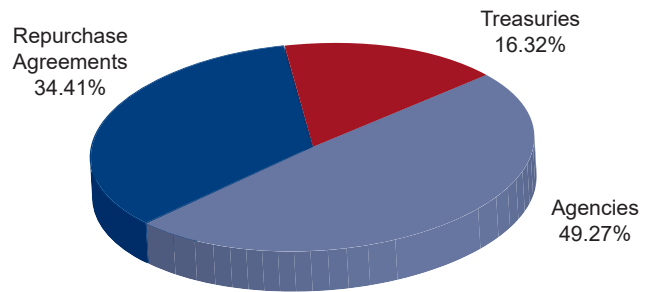
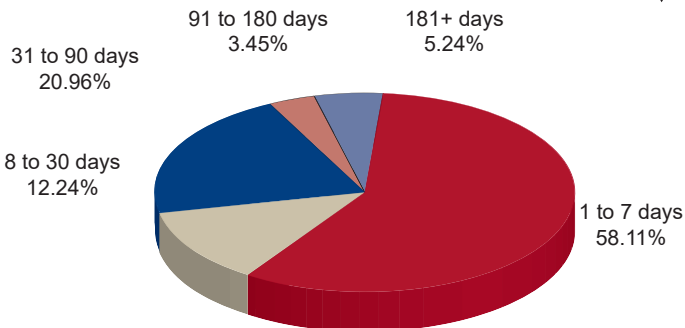
### Economic Commentary

The coronavirus (COVID-19) outbreak was at the forefront of investor attention in February. The spread of COVID-19 outside China roiled markets, increasing concerns that the virus could turn into a pandemic, with large economic and public health consequences. Financial market conditions deteriorated as fears of near-term negative effects on global growth, together with the expectation that central banks around the globe would be forced to provide further monetary policy support, sent government bond yields lower throughout the month. Economic data confirmed that the U.S. economy remained on sound footing prior to the outbreak, although data released in February was mixed. On the bright side, low mortgage rates continued to fuel activity in the housing market. Housing starts and permits beat expectations, and home price momentum is still positive. The January employment report revealed a healthy labor market, with solid job gains and workers joining the labor force. Nonfarm payrolls rose by 225,000, well above consensus of 160,000. Milder than normal weather may have boosted these gains somewhat, particularly in weather-sensitive sectors such as construction.

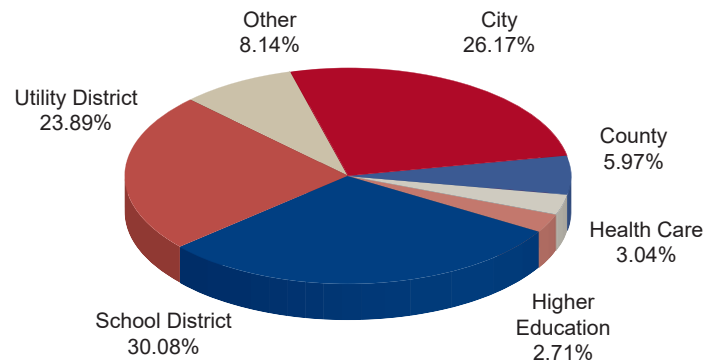
While recent hard macro data indicates that the U.S. economy remains healthy, the survey data suggests downside risks to growth if COVID-19 can't be contained. This prompted the Federal Reserve to cut Fed funds rate by 50 basis points (bps) on March 3, well ahead of its March 18 meeting. Fed Chair Powell said in a brief statement that while the U.S. economy remains strong, "the coronavirus poses evolving risks to economic activity." Treasury bill yields plummeted, with the 3-month Treasury bill yield down -26 bps on the month to end February at 1.28%. Our base case is that the economic disruption from COVID-19 is not a precursor to a U.S. recession and that data and earnings will recover in the second half of the year. Nevertheless, there is much uncertainty around the extent of the impact on supply chains and business confidence, which means market volatility is likely to be high in the near term, increasing the likelihood of further central bank policy intervention. While the Fed acted preemptively in the face of virus-related risks, we expect another rate cut of 25 bps at either the March or April meeting. The Fed will monitor the evolution of the COVID-19 outbreak and its impact on the economy over the coming months. In light of this, bond yields will remain subdued even after we see data start to stabilize and uncertainty to fall given the number of additional rate cuts market participant are anticipating.

# Information at a Glance

## Portfolio by Type of Investment As of February 29, 2020



## Portfolio by Maturity As of February 29, 2020



## Distribution of Participants by Type As of February 29, 2020

# Historical Program Information

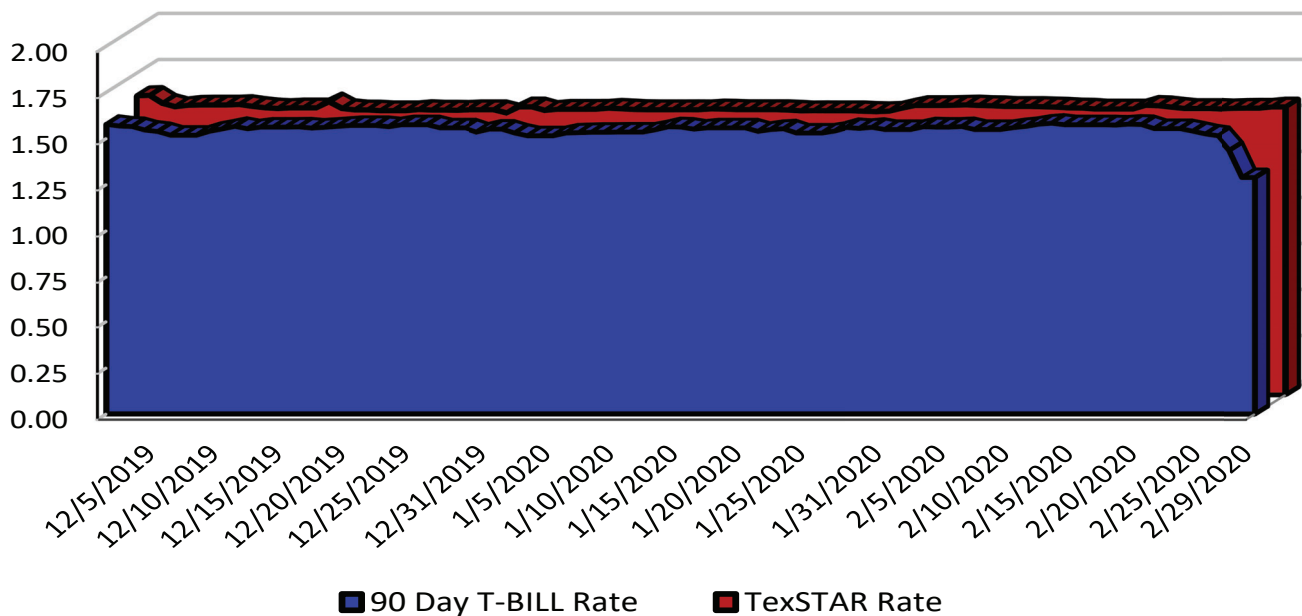
| Month  | Average Rate | Book Value         | Market Value       | Net Asset Value | WAM (1)* | WAM (2)* | Number of Participants |
|--------|--------------|--------------------|--------------------|-----------------|----------|----------|------------------------|
| Feb 20 | 1.5641%      | \$9,669,676,298.74 | \$9,671,875,580.06 | 1.000213        | 32       | 84       | 921                    |
| Jan 20 | 1.5514%      | 9,728,196,391.64   | 9,728,681,551.87   | 1.000027        | 33       | 96       | 920                    |
| Dec 19 | 1.5643%      | 8,550,355,101.35   | 8,550,086,726.49   | 0.999959        | 36       | 110      | 918                    |
| Nov 19 | 1.6177%      | 8,004,510,359.61   | 8,003,923,189.55   | 0.999918        | 30       | 109      | 917                    |
| Oct 19 | 1.8510%      | 8,148,867,422.02   | 8,148,521,034.89   | 0.999957        | 24       | 109      | 915                    |
| Sep 19 | 2.1065%      | 7,801,760,097.32   | 7,801,464,171.79   | 0.999962        | 22       | 113      | 912                    |
| Aug 19 | 2.1258%      | 8,162,241,291.21   | 8,162,120,700.72   | 0.999955        | 22       | 104      | 909                    |
| Jul 19 | 2.3883%      | 8,182,604,967.44   | 8,182,476,436.15   | 0.999984        | 13       | 92       | 908                    |
| Jun 19 | 2.3790%      | 8,072,061,682.23   | 8,072,222,027.73   | 1.000019        | 19       | 103      | 906                    |
| May 19 | 2.4048%      | 8,251,300,232.20   | 8,251,929,597.00   | 1.000042        | 25       | 105      | 902                    |
| Apr 19 | 2.4243%      | 8,464,290,753.69   | 8,464,331,283.11   | 1.000004        | 26       | 101      | 895                    |
| Mar 19 | 2.4112%      | 8,378,300,782.34   | 8,378,032,817.90   | 0.999968        | 41       | 106      | 893                    |

# Portfolio Asset Summary as of February 29, 2020

|                                      | Book Value                 | Market Value               |
|--------------------------------------|----------------------------|----------------------------|
| Uninvested Balance                   | \$ 1,895,090.30            | \$ 1,895,090.30            |
| Accrual of Interest Income           | 7,337,845.50               | 7,337,845.50               |
| Interest and Management Fees Payable | (12,987,939.69)            | (12,987,939.69)            |
| Payable for Investment Purchased     | 0.00                       | 0.00                       |
| Repurchase Agreements                | 3,328,541,999.67           | 3,328,541,999.67           |
| Government Securities                | 6,344,889,302.96           | 6,347,088,584.28           |
| <b>Total</b>                         | <b>\$ 9,669,676,298.74</b> | <b>\$ 9,671,875,580.06</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 at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill. The TexSTAR yield is calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

## Daily Summary for February 2020

| Date      | Mny Mkt Fund Equiv. [SEC Std.] | Daily Allocation Factor | TexSTAR Invested Balance | Market Value Per Share | WAM Days (1)* | WAM Days (2)* |
|-----------|--------------------------------|-------------------------|--------------------------|------------------------|---------------|---------------|
| 2/1/2020  | 1.5736%                        | 0.000043112             | \$9,728,196,391.64       | 1.000027               | 32            | 89            |
| 2/2/2020  | 1.5736%                        | 0.000043112             | \$9,728,196,391.64       | 1.000027               | 32            | 89            |
| 2/3/2020  | 1.5750%                        | 0.000043152             | \$9,873,165,007.27       | 1.000035               | 31            | 87            |
| 2/4/2020  | 1.5769%                        | 0.000043202             | \$9,898,959,001.31       | 1.000032               | 30            | 87            |
| 2/5/2020  | 1.5737%                        | 0.000043114             | \$10,067,935,353.91      | 1.000026               | 31            | 86            |
| 2/6/2020  | 1.5722%                        | 0.000043075             | \$10,124,047,627.91      | 1.000028               | 31            | 86            |
| 2/7/2020  | 1.5685%                        | 0.000042972             | \$10,113,620,748.07      | 1.000035               | 30            | 84            |
| 2/8/2020  | 1.5685%                        | 0.000042972             | \$10,113,620,748.07      | 1.000035               | 30            | 84            |
| 2/9/2020  | 1.5685%                        | 0.000042972             | \$10,113,620,748.07      | 1.000035               | 30            | 84            |
| 2/10/2020 | 1.5665%                        | 0.000042919             | \$10,165,646,789.41      | 1.000038               | 31            | 83            |
| 2/11/2020 | 1.5646%                        | 0.000042867             | \$10,336,791,827.49      | 1.000028               | 32            | 82            |
| 2/12/2020 | 1.5605%                        | 0.000042753             | \$10,528,699,168.61      | 1.000029               | 34            | 82            |
| 2/13/2020 | 1.5597%                        | 0.000042731             | \$10,360,215,283.35      | 1.000025               | 35            | 85            |
| 2/14/2020 | 1.5546%                        | 0.000042593             | \$10,137,636,924.45      | 1.000034               | 34            | 84            |
| 2/15/2020 | 1.5546%                        | 0.000042593             | \$10,137,636,924.45      | 1.000034               | 34            | 84            |
| 2/16/2020 | 1.5546%                        | 0.000042593             | \$10,137,636,924.45      | 1.000034               | 34            | 84            |
| 2/17/2020 | 1.5546%                        | 0.000042593             | \$10,137,636,924.45      | 1.000034               | 34            | 84            |
| 2/18/2020 | 1.5748%                        | 0.000043144             | \$10,097,645,293.00      | 1.000037               | 34            | 85            |
| 2/19/2020 | 1.5721%                        | 0.000043070             | \$10,101,972,696.73      | 1.000031               | 34            | 85            |
| 2/20/2020 | 1.5643%                        | 0.000042857             | \$9,995,215,591.31       | 1.000043               | 34            | 85            |
| 2/21/2020 | 1.5574%                        | 0.000042668             | \$9,969,054,123.85       | 1.000050               | 32            | 83            |
| 2/22/2020 | 1.5574%                        | 0.000042668             | \$9,969,054,123.85       | 1.000050               | 32            | 83            |
| 2/23/2020 | 1.5574%                        | 0.000042668             | \$9,969,054,123.85       | 1.000050               | 32            | 83            |
| 2/24/2020 | 1.5540%                        | 0.000042575             | \$9,887,571,898.95       | 1.000068               | 32            | 83            |
| 2/25/2020 | 1.5568%                        | 0.000042652             | \$9,883,371,237.42       | 1.000078               | 32            | 83            |
| 2/26/2020 | 1.5577%                        | 0.000042677             | \$9,863,509,092.54       | 1.000097               | 31            | 82            |
| 2/27/2020 | 1.5575%                        | 0.000042671             | \$9,833,017,939.14       | 1.000123               | 31            | 82            |
| 2/28/2020 | 1.5643%                        | 0.000042858             | \$9,669,676,298.74       | 1.000213               | 30            | 81            |
| 2/29/2020 | 1.5643%                        | 0.000042858             | \$9,669,676,298.74       | 1.000213               | 30            | 81            |
| Average   | 1.5641%                        | 0.000042851             | \$10,021,106,258.71      |                        | 32            | 84            |





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

### ***TexSTAR Board Members***

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



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CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 25, 2020  
**AGENDA ITEM #6**

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Authorize the Issuance, Sale, and Delivery of  
Central Texas Regional Mobility Authority  
Senior Lien Revenue Refunding Bonds and  
Subordinate Lien Revenue Refunding Bonds  
in accordance with Specified Parameters

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

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

Low current interest rates give the Mobility Authority an opportunity to refund existing Bonds to reduce financing costs.

**2020 Senior Lien Refunding Bonds** - Senior Lien Revenue Refunding Bonds, Series 2020B and Senior Lien Revenue Refunding Bonds, Taxable Series 2020C (collectively the "2020 Senior Lien Bonds") will be issued to (i) refund all or a portion of the Senior Lien Revenue and Refunding Put Bonds, Series 2015B (the "Series 2015B Refunded Bonds") and Senior Lien Revenue Refunding Bonds, Series 2013A (the "Series 2013A Refunded Bonds"), (ii) make required deposits, if any, to the senior lien reserve fund, and (iii) pay the costs of issuance for the 2020 Senior Lien Bonds.

**2020 Subordinate Lien Refunding Bonds** - Subordinate Lien Revenue Refunding Bonds, Taxable Series 2020D (the "2020 Subordinate Lien Bonds" and, together with the 2020 Senior Lien Bonds, the "2020 Obligations") will be issued to (i) refund all or a portion of the Subordinate Lien Revenue Refunding Bonds, Series 2013 (the "2013 Subordinate Lien Refunded Bonds"), (ii) make required deposits, if any, to a



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

**RESOLUTION NO. 20-0XX**

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (I) SENIOR LIEN REVENUE REFUNDING BONDS AND (II) SUBORDINATE LIEN REVENUE REFUNDING BONDS (COLLECTIVELY, THE “2020 OBLIGATIONS”), IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING THE FORM OF, AND AUTHORIZING THE EXECUTION AND DELIVERY OF, ONE OR MORE SENIOR LIEN SUPPLEMENTAL TRUST INDENTURES AND ONE OR MORE SUBORDINATE LIEN SUPPLEMENTAL TRUST INDENTURES; APPOINTING AN AUTHORIZED OFFICER TO AUTHORIZE, APPROVE AND DETERMINE CERTAIN TERMS AND PROVISIONS OF THE 2020 OBLIGATIONS AND THE FORM OF EACH OF THE 2020 OBLIGATIONS; APPROVING AND AUTHORIZING THE TERMS AND CONDITIONS OF ONE OR MORE PURCHASE CONTRACTS PERTAINING TO THE 2020 OBLIGATIONS AND THE EXECUTION AND DELIVERY OF SUCH PURCHASE CONTRACTS; APPROVING THE PREPARATION OF ONE OR MORE PRELIMINARY OFFICIAL STATEMENTS AND OFFICIAL STATEMENTS IN CONNECTION WITH THE OFFERING AND SALE OF THE 2020 OBLIGATIONS; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS IN CONNECTION WITH THE FOREGOING; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL DOCUMENTS, CERTIFICATES, AGREEMENTS, CLOSING INSTRUCTIONS, AND INSTRUMENTS NECESSARY OR DESIRABLE TO BE EXECUTED AND DELIVERED IN CONNECTION WITH THE FOREGOING AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT;

WHEREAS, the Central Texas Regional Mobility Authority (the “Authority”) has been created and organized pursuant to and in accordance with the provisions of Chapter 361, Texas Transportation Code, and operates pursuant to the Constitution and laws of the State, including, particularly, Chapter 370, Texas Transportation Code (the “Act”), for the purposes of constructing, maintaining and operating transportation projects, including turnpike projects, in Travis and Williamson Counties, Texas; and

WHEREAS, pursuant to the Act, the Authority is authorized to: (i) study, evaluate, design, finance, acquire, construct, maintain, repair and operate transportation projects (as defined in the Act), individually or as a system (as defined in the Act); (ii) issue bonds, certificates, notes or other obligations payable from the revenues of a transportation project or system, including tolls, fees, fares or other charges, to pay all or part of the cost of a transportation project and to refund any bonds previously issued for a transportation project; and (iii) impose tolls, fees, fares or other charges for the use of each of its transportation projects and the different parts or sections of each of its transportation projects; and

WHEREAS, pursuant to the Act and other applicable laws, the Authority is authorized to issue revenue bonds, notes, certificates or other obligations for the purposes of (i) financing and

refinancing all or a portion of the cost of the acquisition, construction, improvement, extension or expansion of one or more turnpike projects (as defined in the Act), (ii) refunding, defeasing and redeeming any such obligations previously issued by the Authority and (iii) paying the expenses of issuing such revenue bonds, notes, certificates or other obligations; and

WHEREAS, the Authority has previously executed and delivered that certain Master Trust Indenture (the “Master Indenture”), between the Authority and Regions Bank, as successor in trust to JPMorgan Chase Bank, National Association, as trustee (the “Trustee”), providing for the issuance from time to time by the Authority of one or more series of its revenue obligations (collectively, the “Obligations”), as supplemented by that certain (i) First Supplemental Trust Indenture (the “First Supplement”), Second Supplemental Trust Indenture (the “Second Supplement”), and Third Supplemental Trust Indenture (the “Third Supplement”), each between the Authority and the Trustee and dated as of February 1, 2005; (ii) Fourth Supplemental Trust Indenture (the “Fourth Supplement”), between the Authority and the Trustee and dated as of May 1, 2009; (iii) Fifth Supplemental Trust Indenture (the “Fifth Supplement”) and Sixth Supplemental Trust Indenture (the “Sixth Supplement”), each between the Authority and the Trustee and dated as of March 1, 2010; (iv) Seventh Supplemental Trust Indenture (the “Seventh Supplement”), between the Authority and the Trustee and dated as of August 1, 2010; (v) Eighth Supplemental Trust Indenture (the “Eighth Supplement”) and the Ninth Supplemental Trust Indenture (the “Ninth Supplement”), each between the Authority and the Trustee and dated as of June 1, 2011; (vi) Tenth Supplemental Trust Indenture (the “Tenth Supplement”) and Eleventh Supplemental Trust Indenture (the “Eleventh Supplement”), each between the Authority and the Trustee and dated as of May 1, 2013; (vii) Twelfth Supplemental Trust Indenture (the “Twelfth Supplement”), Thirteenth Supplemental Trust Indenture (the “Thirteenth Supplement”), Fourteenth Supplemental Trust Indenture (the “Fourteenth Supplement”) and Fifteenth Supplemental Trust Indenture (the “Fifteenth Supplement”), each between the Authority and the Trustee and dated as of November 1, 2015; (viii) Sixteenth Supplemental Trust Indenture (the “Sixteenth Supplement”), between the Authority and the Trustee and dated as of June 1, 2016; (ix) Seventeenth Supplemental Trust Indenture (the “Seventeenth Supplement”) between the Authority and the Trustee and dated as of August 1, 2016; (x) Eighteenth Supplemental Trust Indenture (the “Eighteenth Supplement”) and Nineteenth Supplemental Trust Indenture (the “Nineteenth Supplement”), between the Authority and the Trustee and dated as of November 1, 2018; (xi) Twentieth Supplemental Trust Indenture (the “Twentieth Supplement”), between the Authority and the Trustee and dated as of March 1, 2019; and (xii) Twenty-First Supplemental Trust Indenture (the “Twenty-First Supplement”), between the Authority and the Trustee and dated as of January 1, 2020 (the Master Indenture, as supplemented by the First Supplement, the Second Supplement, the Third Supplement, the Fourth Supplement, the Fifth Supplement, the Sixth Supplement, the Seventh Supplement, the Eighth Supplement, the Ninth Supplement, the Tenth Supplement, the Eleventh Supplement, the Twelfth Supplement, the Thirteenth Supplement, the Fourteenth Supplement, the Fifteenth Supplement, the Sixteenth Supplement, the Seventeenth Supplement, the Eighteenth Supplement, the Nineteenth Supplement, the Twentieth Supplement and the Twenty-First Supplement is referred to herein as the “Indenture”); and

WHEREAS, Sections 301, 302, 706, 708 and 1002 of the Master Indenture authorize the Authority and the Trustee to execute and deliver supplemental indentures authorizing the issuance of Obligations, including Additional Senior Lien Obligations and Additional Subordinate Lien

Obligations, and to include in such supplemental indentures the terms of such Additional Senior Lien Obligations and Additional Subordinate Lien Obligations, respectively, and any other matters and things relative to the issuance of such Obligations that are not inconsistent with or in conflict with the Indenture, to add to the covenants of the Authority, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, pursuant to the Act, Chapter 1371, Texas Government Code, as amended, and Chapter 1207, Texas Government Code, as amended, the Board of Directors (the “Board”) of the Authority has determined to issue (1) one or more series of Additional Senior Lien Obligations (the “2020 Senior Lien Obligations”), pursuant to the Master Indenture and one or more Senior Lien Supplemental Trust Indentures (each, a “Senior Lien Supplement” and, collectively, the “Senior Lien Supplements”) for the purposes specified herein and (2) one or more series of Additional Subordinate Lien Obligations (the “2020 Subordinate Lien Obligations” and, together with the 2020 Senior Lien Obligations, the “2020 Obligations”) pursuant to the Master Indenture and one or more Subordinate Lien Supplemental Trust Indentures (each a “Subordinate Lien Supplement” and, collectively, the “Subordinate Lien Supplements,” and, together with any Senior Lien Supplements, the “2020 Supplements”), each 2020 Supplement being dated as of the date specified in one or more Award Certificates (as hereinafter defined), between the Trustee and the Authority, for the purposes specified herein, all under and in accordance with the Constitution and the laws of the State; and

WHEREAS, the Board has determined to refund and redeem, (i) with a portion of the proceeds of the 2020 Senior Lien Obligations, all or a portion of the Authority’s Outstanding Senior Lien Revenue Refunding Bonds, Series 2013A (the “2013A Refunded Bonds”), and all or a portion of the Authority’s Outstanding Senior Lien Revenue and Refunding Put Bonds, Series 2015B (the “2015B Refunded Bonds”); and (ii) with a portion of the proceeds of the 2020 Subordinate Lien Obligations, all or a portion of the Authority’s Subordinate Lien Revenue Refunding Bonds, Series 2013 (the “2013 Subordinate Lien Refunded Bonds”); and

WHEREAS, the Board has been presented with and examined proposed forms of a Senior Lien Supplement, a Subordinate Lien Supplement and an escrow agreement and the Board finds that the form and substance of such documents are satisfactory and the recitals and findings contained therein are true, correct and complete, and hereby adopts and incorporates by reference such recitals and findings as if set forth in full in this Resolution, and finds that it is in the best interest of the public and the Authority to issue the 2020 Obligations and to authorize the execution and delivery of one or more of each such documents as provided herein; and

WHEREAS, the Board now desires to appoint one or more officers of the Authority to act on behalf of the Authority to determine the final terms and conditions of the 2020 Obligations, as provided herein, and to make such determinations and findings as may be required by the related Senior Lien Supplement and Subordinate Lien Supplement, as applicable, and to carry out the purposes of this Resolution and execute one or more Award Certificates setting forth such determinations and authorizing and approving all other matters relating to the issuance, sale and delivery of the 2020 Obligations; and

WHEREAS, the Board desires to authorize the execution and delivery of one or more Senior Lien Supplements providing for the issuance of and setting forth the terms and provisions relating to the 2020 Senior Lien Obligations and the pledge and security therefor; and

WHEREAS, the 2020 Senior Lien Obligations shall be issued as Additional Senior Obligations and Long-Term Obligations pursuant to and in accordance with the provisions of the Master Indenture and one or more Senior Lien Supplements; and

WHEREAS, the Board desires to authorize the execution and delivery of one or more Subordinate Lien Supplements providing for the issuance of and setting forth the terms and provisions relating to the 2020 Subordinate Lien Obligations, and the pledge and security therefore; and

WHEREAS, the 2020 Subordinate Lien Obligations shall be issued as Additional Subordinate Lien Obligations and Long-Term Obligations pursuant to and in accordance with the provisions of the Master Indenture and one or more Subordinate Lien Supplements; and

WHEREAS, the Board desires to approve, ratify and confirm the preparation and distribution of one or more preliminary official statements and one or more official statements relating to the offering and sale of the 2020 Obligations; and

WHEREAS, the Board desires to provide for the issuance of the 2020 Obligations in accordance with the requirements of the Master Indenture and the Senior Lien Supplements and the Subordinate Lien Supplements, as applicable, and to authorize the execution and delivery of the 2020 Obligations and such certificates, agreements, instruction letters and other instruments as may be necessary or desirable in connection therewith; and

WHEREAS, the Board desires to authorize the execution and delivery of one or more Purchase Contracts (the "Purchase Contracts" or "Purchase Contract" as applicable), between the Authority and the underwriters named therein relating to the 2020 Obligations, as determined by the Authorized Officer (as hereinafter defined) in an Award Certificate relating thereto;

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

## ARTICLE I

### FINDINGS AND DETERMINATIONS

Section 1.1. Findings and Determinations. The findings and determinations set forth in the preamble hereof are hereby incorporated herein for all purposes as though such findings and determinations were set forth in full herein. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Master Indenture, the Senior Lien Supplement and the Subordinate Lien Supplement, as applicable.

(a) The Board has found and determined that the 2020 Obligations may be issued in part as one or more series of Additional Senior Lien Obligations and in part as one or more series

of Additional Subordinate Lien Obligations, as designated by the Authorized Officer in one or more Award Certificates (the “Award Certificates” or “Award Certificate,” as applicable), and as Long-Term Obligations.

(b) It is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Resolution was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

(c) The Board hereby finds and determines that the issuance of the 2020 Obligations is in the best interest of the Authority.

## ARTICLE II

### ISSUANCE OF 2020 SENIOR LIEN OBLIGATIONS; APPROVAL OF DOCUMENTS

Section 2.1. Issuance, Execution and Delivery of 2020 Senior Lien Obligations; Approval of Senior Lien Supplement. The Authority hereby authorizes, approves and directs the issuance of the 2020 Senior Lien Obligations in accordance with the terms of this Resolution, the Master Indenture and one or more Senior Lien Supplements, a draft of which was presented to the Authority and its counsel, the form, terms and provisions of such Senior Lien Supplement being hereby authorized and approved with such changes as may be approved by the Authorized Officer, such approval to be evidenced by the execution thereof. The Authorized Officer is hereby authorized to execute each such Senior Lien Supplement and the Secretary of the Board is hereby authorized to attest the signature of the Authorized Officer. Each Senior Lien Supplement shall have such supplement number as shall be deemed appropriate by the Authorized Officer.

Section 2.2. The Issuance of the 2020 Senior Lien Obligations. The issuance, execution and delivery of the 2020 Senior Lien Obligations, which shall be issued in the aggregate principal amounts, in one or more series of Additional Senior Lien Obligations and bearing interest in accordance with the terms of the applicable Senior Lien Supplement, all as determined by the Authorized Officer and set forth in one or more Award Certificates, to provide funds to (i) refund all or a portion of the 2013A Refunded Bonds, (ii) refund all or a portion of the 2015B Refunded Bonds, (iii) make any necessary deposits to a reserve fund, and (iv) pay the costs of issuance for the 2020 Senior Lien Obligations, all pursuant to and in accordance with the Master Indenture and the applicable Senior Lien Supplement, are hereby authorized and approved.

## ARTICLE III

### ISSUANCE OF 2020 SUBORDINATE LIEN OBLIGATIONS; APPROVAL OF DOCUMENTS

Section 3.1. Issuance, Execution and Delivery of 2020 Subordinate Lien Obligations; Approval of Subordinate Lien Supplement. The Authority hereby authorizes, approves and directs the issuance of the 2020 Subordinate Lien Obligations in accordance with the terms of this



Resolution, the Master Indenture and one or more Subordinate Lien Supplements, a draft of which was presented to the Authority and its counsel, the form, terms and provisions of such Subordinate Lien Supplement being hereby authorized and approved with such changes as may be approved by the Authorized Officer, such approval to be evidenced by the execution thereof. The Authorized Officer is hereby authorized to execute each such Subordinate Lien Supplement and the Secretary of the Board is hereby authorized to attest the signature of the Authorized Officer. Each Subordinate Lien Supplement shall have such supplement number as shall be deemed appropriate by the Authorized Officer.

Section 3.2. The Issuance of the 2020 Subordinate Lien Obligations. The issuance, execution and delivery of the 2020 Subordinate Lien Obligations, which shall be issued in the aggregate principal amounts, in one or more series of Additional Subordinate Lien Obligations and bearing interest in accordance with the terms of the applicable Subordinate Lien Supplement, all as determined by the Authorized Officer and set forth in one or more Award Certificates, to provide funds to (i) refund all or a portion of the 2013 Subordinate Lien Refunded Bonds, (ii) make any necessary deposits to a reserve fund, and (iii) pay the costs of issuance for the 2020 Subordinate Lien Obligations, all pursuant to and in accordance with the Master Indenture and the applicable Subordinate Lien Supplement, are hereby authorized and approved.

#### ARTICLE IV

##### APPOINTMENT OF AUTHORIZED OFFICER; DELEGATION OF AUTHORITY

Section 4.1. Appointment of Authorized Officer. The Board hereby appoints the Chairman of the Board, the Executive Director and the Chief Financial Officer, severally and each of them, to act as an authorized officer (the “Authorized Officer”) on behalf of the Board and to perform all acts authorized and required of an Authorized Officer set forth in this Resolution and each Senior Lien Supplement and Subordinate Lien Supplement. The Authorized Officer is hereby authorized and directed to execute one or more Award Certificates setting forth the information authorized to be stated therein pursuant to this Resolution and required to be stated therein pursuant to each Senior Lien Supplement and Subordinate Lien Supplement.

Section 4.2. Delegation of Authority. The Board hereby authorizes and directs that the Authorized Officer act on behalf of the Authority to determine the final terms and conditions of the 2020 Obligations, the supplement number and dated date for each Senior Lien Supplement and Subordinate Lien Supplement, the dated dates for the 2020 Obligations, the method of sale for the 2020 Obligations, the prices at which the 2020 Obligations will be sold, any different or additional designation or title of each series of the 2020 Obligations, the principal amounts and maturity dates therefor, the per annum interest rates for the 2020 Obligations, the aggregate principal amount of 2020 Obligations to be issued as Senior Lien Obligations, the aggregate principal amount of 2020 Obligations to be issued as Subordinate Lien Obligations, the respective aggregate principal amounts of each series of 2020 Senior Lien Obligations and each series of 2020 Subordinate Lien Obligations, the redemption provisions, dates and prices for the 2020 Obligations, the final forms of the 2020 Obligations, the determination of whether each respective series of 2020 Senior Lien Obligations and each respective series of 2020 Subordinate Lien Obligations will be issued as

taxable bonds or tax-exempt bonds and such other terms and provisions that shall be applicable to the 2020 Obligations, to select the 2013A Refunded Bonds, 2015B Refunded Bonds and 2013 Subordinate Lien Refunded Bonds to be refunded, to designate one or more escrow agents in connection therewith, to approve the form and substance of an escrow agreement in connection therewith, to designate the underwriters of the 2020 Obligations to approve the form and substance of one or more Purchase Contracts providing for the sale of the 2020 Obligations, to authorize and approve the form of one or more preliminary official statements and one or more final official statements and to make such findings and determinations as are otherwise authorized herein or as may be required by each Senior Lien Supplement and Subordinate Lien Supplement to carry out the purposes of this Resolution and to execute one or more Award Certificates setting forth such determinations, such other matters as authorized herein, and authorizing and approving all other matters relating to the issuance, sale and delivery of the 2020 Obligations; provided, that the following conditions can be satisfied:

- (i) the aggregate principal amount of the 2020 Senior Lien Obligations to be issued shall not exceed \$220,000,000; and
- (ii) the aggregate principal amount of the 2020 Subordinate Lien Obligations to be issued shall not exceed \$120,000,000; and
- (iii) each series of 2020 Obligations shall not bear interest at a true interest rate greater than 5.00%; and
- (iv) each series of 2020 Obligations shall mature not later than January 1, 2045; and
- (v) the refunding of the 2013A Refunded Bonds shall result in a net present value savings of not less than 5.00% of the principal amount of the 2013A Refunded Bonds being refunded; and
- (vi) the refunding of the 2013 Subordinate Lien Refunded Bonds shall result in a net present value savings of not less than 5.00% of the principal amount of the 2013 Subordinate Lien Refunded Bonds being refunded.

all based on bond market conditions and available rates for the 2020 Obligations on the date of sale of the 2020 Obligations and on the terms, conditions and provisions negotiated by the Authority for the issuance, sale and delivery of 2020 Obligations.

(b) The 2020 Senior Lien Obligations may be issued as one or more series of 2020 Senior Lien Obligations and the 2020 Subordinate Lien Obligations may be issued as one or more series of 2020 Subordinate Lien Obligations, all as specified in the Award Certificates.

Section 4.3. Limitation on Delegation of Authority. The authority granted to the Authorized Officer under Article IV of this Resolution shall expire at 5:00 p.m. Central Time on March 15, 2021, unless otherwise extended by the Board by separate Resolution. Any 2020 Obligations, with respect to which an Award Certificate is executed prior to 5:00 p.m. Central Time on March 15, 2021, may be delivered to the initial purchaser(s) thereof after such date.

## ARTICLE V

### APPROVAL OF SALE OF 2020 OBLIGATIONS

Section 5.1. Approval of Sale of 2020 Obligations. The sale of the 2020 Obligations in one or more series, in the aggregate principal amounts, bearing interest at the rates and at the prices set forth in one or more Purchase Contracts between the Authority and the underwriters named therein, all as determined by the Authorized Officer on the date of sale of the 2020 Obligations, is hereby authorized and approved. The Authorized Officer is hereby authorized and directed to execute and deliver such Purchase Contracts on behalf of the Authority providing for the sale of the 2020 Obligations in such form as determined by the Authorized Officer, to be dated as of the date of its execution and delivery by the Authority and the underwriters named therein. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of such Purchase Contracts and to approve and to execute and deliver such Purchase Contracts on behalf of the Authority, such approval to be conclusively evidenced by the execution thereof.

Section 5.2. Sale on Best Terms Available. The 2020 Obligations shall be sold at the prices, bearing interest at the rates and having such other terms and provisions, that, based on then current market conditions, result in the best terms reasonably available and advantageous to the Authority, as is determined by the Authorized Officer on the date of sale of each series of the 2020 Obligations. The Authorized Officer is hereby authorized and directed to make such findings and determinations in the Award Certificates regarding the terms of the sale of the 2020 Obligations and the benefit of such sale to the Authority.

## ARTICLE VI

### APPROVAL OF ESCROW AGREEMENT; NOTICE OF REDEMPTION

Section 6.1. Approval of Escrow Agreement. To provide for the security and investment of a portion of the proceeds of the 2020 Obligations until such time as such proceeds are to be paid to the registered owners of the 2013A Refunded Bonds, 2015B Refunded Bonds and the 2013 Subordinate Lien Refunded Bonds, respectively, the Authority hereby approves the form and substance of an escrow deposit agreement, substantially in the form of the Escrow Agreement (the “Escrow Agreement”), between the Authority and Regions Bank, as escrow agent (the “Escrow Agent”), dated as of the date set forth in an Award Certificate, a draft of which was presented to the Board and its counsel, the form, terms and provisions of such Escrow Agreement being hereby authorized and approved. The Authorized Officer is hereby authorized and directed to execute and deliver one or more Escrow Agreements, as determined by the Authorized Officer, in the name and on behalf of the Authority, with such changes therein as the Authorized Officer may approve, such approval to be conclusively evidenced by such Authorized Officer’s execution thereof.

Section 6.2. Notice of Redemption to Owners of Refunded Bonds. The Board hereby authorizes and calls for the redemption of the 2013A Refunded Bonds, 2015B Refunded Bonds and the 2013 Subordinate Lien Refunded Bonds, respectively, to be refunded on the dates and at the prices determined by the Authorized Officer and set forth in an Award Certificate. The Authorized Officer shall cause notice of redemption to be given to the registered owners of such 2013A Refunded Bonds, 2015B Refunded Bonds and the 2013 Subordinate Lien Refunded Bonds,

respectively, in accordance with the Master Indenture and the supplemental trust indenture to which such 2013A Refunded Bonds, 2015B Refunded Bonds and the 2013 Subordinate Lien Refunded Bonds, respectively, were issued.

## ARTICLE VII

### APPROVAL OF OFFICIAL STATEMENT

Section 7.1. Approval of Official Statement. The Authorized Officer is hereby authorized and directed to authorize and approve the form and substance of one or more Preliminary Official Statements prepared in connection with the public offering of the 2020 Obligations, together with any addenda, supplement or amendment thereto (the “Preliminary Official Statement”), and the preparation, use and distribution of such Preliminary Official Statements in the marketing of the 2020 Obligations. The Authorized Officer is authorized to “deem final” each Preliminary Official Statement as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer is hereby further authorized and directed to use and distribute or authorize the use and distribution of, one or more final official statements and any addenda, supplement or amendment thereto (the “Official Statement”). The use thereof in the public offering and sale of the 2020 Obligations is hereby authorized and approved. The Chairman of the Board is hereby authorized and directed to execute and the Authorized Officer to deliver each Official Statement in accordance with the terms of the Purchase Contracts. The Secretary of the Board is hereby authorized and directed to include and maintain copies of each Preliminary Official Statement and each Official Statement in the permanent records of the Authority.

## ARTICLE VIII

### USE AND APPLICATION OF PROCEEDS; LETTERS OF INSTRUCTION; POWER TO REVISE DOCUMENTS

Section 8.1. Use and Application of Proceeds; Letters of Instruction. The proceeds from the sale of the 2020 Obligations shall be used for the respective purposes set forth in and in accordance with the terms and provisions of the related Senior Lien Supplement and Subordinate Lien Supplement, as applicable, and the related Award Certificates. The deposit and application of the proceeds from the sale of the 2020 Obligations shall be set forth in Letters of Instruction of the Authority executed by the Authorized Officer.

Section 8.2. Execution and Delivery of Other Documents. The Authorized Officer is hereby authorized and directed to execute and deliver from time to time and on an ongoing basis such other documents and agreements, including amendments, modifications, supplements or consents to existing agreements (including any agreements with the Texas Department of Transportation and the United States Department of Transportation), assignments, certificates, instruments, releases, financing statements, written requests, filings with the Internal Revenue Service and letters of instruction, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution and to comply with

the requirements of the Indenture, any Senior Lien Supplement, any Subordinate Lien Supplement, the Award Certificates and the Purchase Contracts.

Section 8.3. Power to Revise Form of Documents. Notwithstanding any other provision of this Resolution, the Authorized Officer is hereby authorized to make or approve such revisions in the form of the documents presented at this meeting and any other document, certificate or agreement pertaining to the issuance and delivery of the 2020 Obligations in accordance with the terms of the Master Indenture and any Senior Lien Supplement, any Subordinate Lien Supplement as, in the judgment of such person, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution, such approval to be evidenced by the execution thereof.

## ARTICLE IX

### APPROVAL AND RATIFICATION OF CERTAIN ACTIONS

Section 9.1. Approval of Submission to the Attorney General of Texas. The Authority's Bond Counsel is hereby authorized and directed to submit to the Attorney General, for his approval, transcripts of the legal proceedings relating to the issuance, sale and delivery of the 2020 Obligations as required by law, and to the Comptroller of Public Accounts of the State of Texas for registration. In connection with the submission of the records of proceedings for the 2020 Obligations to the Attorney General of the State of Texas for examination and approval of such 2020 Obligations, the Authorized Officer is hereby authorized and directed to issue one or more checks of the Authority payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code. The initial 2020 Obligations shall be delivered to the Trustee for delivery to the underwriters thereof against payment therefor and upon satisfaction of the requirements of the Indenture, the related Senior Lien Supplement and Subordinate Lien Supplement, as applicable, and the Purchase Contracts relating thereto.

Section 9.2. Certification of the Minutes and Records. The Secretary and any Assistant Secretary of the Board are each hereby severally authorized to certify and authenticate minutes and other records on behalf of the Authority for the issuance of the 2020 Obligations and for all other Authority activities.

Section 9.3. Ratifying Other Actions. All other actions taken or to be taken by the Executive Director, the Chief Financial Officer, the Authorized Officer, the Controller and the Authority's staff in connection with the issuance of the 2020 Obligations are hereby approved, ratified and confirmed.

Section 9.4. Authority to Invest Funds. The Executive Director, the Chief Financial Officer and the Controller are each hereby severally authorized on an ongoing basis to undertake all appropriate actions and to execute such documents, agreements or instruments as they deem necessary or desirable under the Indenture and the related Senior Lien Supplement and Subordinate Lien Supplement, as applicable, with respect to the investment of proceeds of the 2020 Obligations and other funds of the Authority.

Section 9.5. Federal Tax Considerations. In addition to any other authority provided under this Resolution, each Authorized Officer is hereby further expressly authorized, acting for and on behalf of the Authority, to determine and designate in the Award Certificate for each series of 2020 Obligations whether such bonds will be issued as taxable bonds or tax-exempt bonds for federal income tax purposes and to make all appropriate elections under the Internal Revenue Code of 1986, as amended. Each Authorized Officer is hereby further expressly authorized and empowered from time to time and at any time to perform all such acts and things deemed necessary or desirable and to execute and deliver any agreements, certificates, documents or other instruments, whether or not herein mentioned, to carry out the terms and provisions of this section, including but not limited to, the preparation and making of any filings with the Internal Revenue Service.

## ARTICLE X

### GENERAL PROVISIONS

Section 10.1. Changes to Resolution. The Executive Director, the Chief Financial Officer and the Authorized Officer, and either of them, singly and individually, are hereby authorized to make such changes to the text of this Resolution as may be necessary or desirable to carry out the purposes hereof or to comply with the requirements of the Attorney General of Texas in connection with the issuance of the 2020 Obligations herein authorized.

Section 10.2. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of March 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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

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TWENTY-SECOND SUPPLEMENTAL TRUST INDENTURE

BETWEEN

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

AND

REGIONS BANK, TRUSTEE

AUTHORIZING

SENIOR LIEN REVENUE REFUNDING BONDS, SERIES 2020B

AND

SENIOR LIEN REVENUE REFUNDING BONDS, TAXABLE SERIES 2020C

Dated as of May 1, 2020

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## **TWENTY-SECOND SUPPLEMENTAL TRUST INDENTURE**

THIS TWENTY-SECOND SUPPLEMENTAL TRUST INDENTURE, dated as of May 1, 2020 (this “Supplemental Indenture” or “Twenty-Second Supplemental Indenture”), is made by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (together with any successor to its rights, duties, and obligations hereunder, the “Authority”), a body politic and corporate and a political subdivision of the State of Texas (the “State”) duly created, organized and existing under the laws of the State, and REGIONS BANK, an Alabama state banking corporation, as successor in trust to JPMorgan Chase Bank, National Association, as trustee (together with any successor trustee hereunder, the “Trustee”). Capitalized terms used herein and not otherwise defined shall have the meanings provided in Section 1.2 of this Supplemental Indenture.

### **RECITALS**

WHEREAS, the Authority has been created and organized pursuant to and in accordance with the provisions of Chapter 361, Texas Transportation Code, and operates pursuant to the Constitution and laws of the State, including, particularly, Chapter 370, Texas Transportation Code, as amended (the “Act”), for the purposes of constructing, maintaining and operating transportation projects in Travis and Williamson Counties, Texas; and

WHEREAS, pursuant to the Act, the Authority is authorized to: (i) study, evaluate, design, finance, acquire, construct, maintain, repair and operate transportation projects (as defined in the Act), individually or as a system (as defined in the Act); and (ii) issue bonds, certificates, notes or other obligations payable from the revenues of a transportation project or system, including tolls, fees, fares or other charges, to pay all or part of the cost of a transportation project and to refund any bonds previously issued for a transportation project; and (iii) impose tolls, fees, fares or other charges for the use of each of its transportation projects and the different parts or sections of each of its transportation projects; and

WHEREAS, pursuant to the Act and other applicable laws, the Authority is authorized to issue revenue bonds, notes, certificates or other obligations as hereinafter provided, and to enter into this Supplemental Indenture; and

WHEREAS, the Authority and the Trustee have executed and delivered the Master Indenture, providing for the issuance from time to time by the Authority of one or more series of its revenue obligations (collectively, the “Obligations”); and

WHEREAS, Section 1002 of the Master Indenture authorizes the Authority and the Trustee to execute and deliver a supplemental indenture, authorizing Obligations of a Series, to include any other matters and things relative to such Obligations which are not inconsistent with or contrary to the Master Indenture, to add to the covenants of the Authority, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, pursuant to the authority granted in the Act, Chapter 1371, Texas Government Code, and Chapter 1207, Texas Government Code, the Authority has determined to authorize the issuance of its Senior Lien Revenue Refunding Bonds, Series 2020B (the “Series 2020B Bonds”), pursuant to the Master Indenture and this Supplemental Indenture for the purpose of providing funds (i) to refund all or a portion of the Authority’s Senior Lien Revenue and Refunding Put

Bonds, Series 2015B, identified as being refunded in the Award Certificate relating to the Series 2020B Bonds (the “2015B Refunded Bonds”), and (ii) for the other purposes specified herein; and

WHEREAS, pursuant to the authority granted in the Act, Chapter 1371, Texas Government Code, and Chapter 1207, Texas Government Code, the Authority has determined to authorize the issuance of its Senior Lien Revenue Refunding Bonds, Taxable Series 2020C (the “Taxable Series 2020C Bonds” and, together with the Series 2020B Bonds, the “2020 Senior Lien Bonds”), pursuant to the Master Indenture and this Supplemental Indenture for the purpose of providing funds (i) to refund all or a portion of the Authority’s Senior Lien Revenue Refunding Bonds, Series 2013A, identified as being refunded in the Award Certificate relating to the Taxable Series 2020C Bonds (the “2013A Refunded Bonds” and, together with the 2015B Refunded Obligations, the “Refunded Obligations”), and (ii) for the other purposes specified herein; and

WHEREAS; the Authority is authorizing the refunding of the 2013A Refunded Bonds for the purpose of realizing a debt service savings through such refunding; and

WHEREAS, the Authority is authorizing the refunding of the 2015B Refunded Bonds for the purpose of restructuring the debt service on the 2015B Refunded Bonds; and

WHEREAS, the Board finds and determines that the manner in which the refunding of the 2015B Refunded Bonds authorized herein is being executed does not make it practicable to make the determination required by Section 1207.008(a)(2), Texas Government Code; and

WHEREAS, the Board hereby finds and determines that the issuance of the 2020 Senior Lien Bonds is in the best interests of the Authority; and

WHEREAS, pursuant to the Bond Resolution, the Authority has authorized the Authorized Officer to make such findings and determinations as may be required in connection with the issuance of the 2020 Senior Lien Bonds and the refunding of the Refunded Obligations and to set forth such findings and determinations in one or more Award Certificates; and

WHEREAS, the execution and delivery of this Supplemental Indenture and the issuance of the 2020 Senior Lien Bonds have been in all respects duly and validly authorized by the Bond Resolution; and

WHEREAS, the Trustee has accepted the trusts created by the Master Indenture and this Supplemental Indenture and in evidence thereof has joined in the execution and delivery hereof; and

WHEREAS, except as provided herein, all acts and conditions and things required by the laws of the State to happen, exist and be performed precedent to execution and delivery of this Supplemental Indenture have happened, exist and have been performed as so required in order to make the Indenture, as supplemented by this Supplemental Indenture, a valid, binding and legal instrument for the security of the 2020 Senior Lien Bonds and a valid and binding agreement in accordance with its terms;

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the 2020 Senior Lien Bonds by the holders thereof, and other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, and for the further purpose of fixing and declaring the terms and conditions upon which the 2020 Senior Lien Bonds are to be issued, authenticated, delivered and accepted by the holders thereof, the Authority and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective Holders from time to time of the Obligations, including the 2020 Senior Lien Bonds, as follows:

## **ARTICLE I.**

### **DEFINITIONS AND STATUTORY AUTHORITY**

Section 1.1. Supplemental Indenture. This Supplemental Indenture is supplemental to the Master Indenture and is adopted in accordance with Article III and Article X thereof.

Section 1.2. Definitions. Unless the context shall require otherwise, all defined terms contained in the Master Indenture shall have the same meanings in this Supplemental Indenture as such defined terms are given in Section 101 of the Master Indenture.

As used in this Supplemental Indenture, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“Arbitrage Analyst” shall mean any nationally recognized firm of certified public accountants or any other nationally recognized firm or Person approved by the Authority and expert in the area of verification of arbitrage calculations related to tax-exempt bonds.

“Authorized Denomination” shall mean, with respect to 2020 Senior Lien Bonds, \$5,000 principal amount or any integral multiple thereof.

“Authorized Officer” shall mean the Chairman of the Board of Directors of the Authority, the Executive Director of the Authority and the Chief Financial Officer of the Authority, severally and each of them, as provided in the Bond Resolution.

“Award Certificate” means the Award Certificate executed and delivered by an Authorized Officer pursuant to Section 2.1 hereof in connection with initial issuance and delivery of the 2020 Senior Lien Bonds authorized to be issued hereunder.

“Bond Forms” shall mean, collectively, the substantially final forms of the Series 2020B Bond Form and the Taxable Series 2020C Bond Form, as applicable, attached to the Award Certificate, with such changes and modifications as shall be appropriate to conform to the terms of the Award Certificate.

“Bond Proceeds Clearance Fund SR LIEN 2020B” shall mean the “Bond Proceeds Clearance Fund Senior Lien 2020B” established pursuant to Section 3.3(a) hereof, and any Accounts established therein pursuant to a Letter of Instructions signed by an Authorized Officer.

“Bond Proceeds Clearance Fund SR LIEN 2020C” shall mean the “Bond Proceeds Clearance Fund Senior Lien 2020C” established pursuant to Section 3.3(b) hereof, and any Accounts established therein pursuant to a Letter of Instructions signed by an Authorized Officer.

“Bond Proceeds Funded Account” shall mean the Account by that name established pursuant to the Twelfth Supplemental Indenture as part of the Senior Lien Debt Service Reserve Fund.

“Bond Resolution” shall mean Resolution No. 20-\_\_\_\_, adopted by the Board of Directors of the Authority on March 25, 2020.

“Bond Year” shall mean each one-year period that ends at the close of business on the day that is each anniversary of the Issuance Date and on the date of final maturity of the Series 2020B Bonds. The last Bond Year may be a short period.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“COI 2020B Fund SR LIEN” shall mean the “2020B Costs of Issuance Fund Senior Lien” established pursuant to Section 3.3(c) hereof.

“COI 2020C Fund SR LIEN” shall mean the “2020C Costs of Issuance Fund Senior Lien” established pursuant to Section 3.3(d) hereof.

“Computation Date” shall mean each Installment Computation Date and the Final Computation Date.

“Debt Service Account 2020B SR LIEN” shall mean the “Debt Service Account 2020B Senior Lien” established in Section 3.1(a) hereof as part of the Senior Lien Debt Service Fund and any subaccounts established therein pursuant to this Supplemental Indenture or a Letter of Instructions signed by an Authorized Officer.

“Debt Service Account 2020C SR LIEN” shall mean the “Debt Service Account 2020C Senior Lien” established in Section 3.2(a) hereof as part of the Senior Lien Debt Service Fund and any subaccounts established therein pursuant to this Supplemental Indenture or a Letter of Instructions signed by an Authorized Officer.

“Depository Participant” shall mean a broker, dealer, bank, other financial institution or any other Person for whom from time to time a Securities Depository effects book-entry transfers and pledges of securities deposited with such Securities Depository.

“Designated Payment/Transfer Office” shall mean, initially, the office of the Trustee located in Houston, Texas, or such other office designated by the Trustee from time to time as the place of payment and transfer of registration of ownership of the 2020 Senior Lien Bonds.

“DTC” shall mean The Depository Trust Company, its successors and assigns.

“Final Computation Date” shall mean the date on which the last bond of the Series 2020B Bonds is discharged.

“First Supplemental Indenture” shall mean the First Supplemental Trust Indenture, dated as of February 1, 2005, between the Authority and the Trustee.

“Indenture” shall mean the Master Indenture, as amended or supplemented (i) by each Supplemental Indenture (as defined in the Master Indenture) heretofore executed and delivered by the Authority and the Trustee in accordance with the terms of the Master Indenture, prior to the date of this Twenty-Second Supplemental Indenture; (ii) by this Twenty-Second Supplemental Indenture; (iii) by the Twenty-Third Supplemental Trust Indenture, dated as of the date first written above between the Authority and the Trustee; and (iv) hereafter from time to time in accordance with the terms of the Master Indenture.

“Initial 2020 Senior Lien Bonds” shall mean, collectively, the Initial Series 2020B Bonds and Initial Taxable Series 2020C Bonds, if any, as described in Section 2.4 hereof.

“Installment Computation Date” shall mean the last day of the fifth Bond Year and each succeeding fifth Bond Year.

“Interest Payment Date” shall mean, with respect to each Series of the 2020 Senior Lien Bonds, each July 1 and January 1, commencing on the date or dates specified in the Award Certificate.

“Issuance Date” shall mean the date of initial issuance and delivery of the 2020 Senior Lien Bonds to the Underwriters, or the representative thereof, against payment therefor.

“Letter of Representations” shall mean that certain Blanket Issuer Letter of Representations between the Authority and DTC, as the Securities Depository.

“Master Indenture” shall mean the Master Trust Indenture, dated as of February 1, 2005, between the Authority and the Trustee, without regard to supplements and amendments thereto.

“Official Statement” shall mean the Authority’s final official statement prepared in connection with the public offering and sale of the 2020 Senior Lien Bonds, together with any addenda, supplements and amendments thereto.

“Purchase Agreement” shall mean the Bond Purchase Agreement between the Authority and the respective Underwriters providing for the purchase of the 2020 Senior Lien Bonds by the Underwriters.

“Rebate Amount” shall mean that amount, as of each respective Computation Date, described in section 1.148-3(b) of the Regulations and generally means the excess as of any date of the future value of all receipts on nonpurpose investments over the future value of all payments on nonpurpose investments all as determined in accordance with section 1.148-3 of the Regulations.

“Record Date” shall mean with respect to the 2020 Senior Lien Bonds, the fifteenth (15th) calendar day of the month preceding each Interest Payment Date.

“Refunded Obligations” shall have the meaning given to such term in the recitals of this Twenty-Second Supplemental Indenture.

“Regulations” shall mean the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Revenue Funded Account” shall mean the Account by that name established pursuant to the Twelfth Supplemental Indenture as part of the Senior Lien Debt Service Reserve Fund.

“Securities Depository” shall mean The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and any successor Securities Depository appointed pursuant to Section 913 of the Master Indenture and Section 2.6 of this Supplemental Indenture.

“Senior Lien Debt Service Reserve Requirement” shall mean an amount equal to the least of (i) the maximum Annual Debt Service on all Outstanding Senior Lien Obligations, (ii) 1.25 times the Average Annual Debt Service on all Outstanding Senior Lien Obligations, or (iii) ten percent (10%) of the aggregate amount of the Outstanding Senior Lien Obligations, as determined on the date each Series of Senior Lien Obligations is issued.

“Series 2020B Bonds” shall mean the Authority’s Senior Lien Revenue Refunding Bonds, Series 2020B authorized pursuant to this Supplemental Indenture and designated as such in the Award Certificate.

“Special Payment Date” shall mean the date that is fifteen (15) days after the Special Record Date.

“Special Record Date” shall mean the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter.

“Springing Lien Account” shall have the meaning given to such term in the Twelfth Supplemental Indenture.

“Springing Lien Obligation” shall have the meaning given to such term in the Twelfth Supplemental Indenture.

“Stated Maturity” shall mean the date on which a 2020 Senior Lien Bond is scheduled to mature, as set forth in the Award Certificate.

“Supplemental Indenture” or “Twenty-Second Supplemental Indenture” shall mean this Twenty-Second Supplemental Trust Indenture by and between the Authority and the Trustee, dated as of the date first above written, together with any amendments hereto.

“Taxable Series 2020C Bonds” shall mean the Authority’s Senior Lien Revenue Refunding Bonds, Taxable Series 2020C authorized pursuant to this Supplemental Indenture and designated as such in the Award Certificate.

“Treasury” shall mean the United States Department of the Treasury, or any successor department or agency to the obligations thereof.



“Twelfth Supplemental Indenture” shall mean the Twelfth Supplemental Trust Indenture, dated as of November 1, 2015, between the Authority and the Trustee.

“2020 Senior Lien Bonds” shall mean, collectively, the Series 2020B Bonds and the Taxable Series 2020C Bonds.

“2020B Senior Lien Rebate Account” shall mean the account by that name established pursuant to Section 5.2 hereof and such subaccounts as may be established therein pursuant to a Letter of Instructions signed by an Authorized Officer.

“Underwriters” shall mean the underwriters named in the Purchase Agreement.

Section 1.3. Authority for This Supplemental Indenture. This Supplemental Indenture is adopted pursuant to the provisions of the Act and the Master Indenture, particularly Section 1002(a) of the Master Indenture.

Section 1.4. Rules of Construction.

(a) For all purposes of this Supplemental Indenture unless the context requires otherwise, all references to designated Articles, Sections and other subdivisions are to the articles, sections and other subdivisions of this Supplemental Indenture.

(b) Except where the context otherwise requires, terms defined in this Supplemental Indenture to impart the singular number shall be considered to include the plural number and vice versa.

(c) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa.

(d) This Supplemental Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Supplemental Indenture and the Master Indenture which it supplements.

Section 1.5. Interpretation. The Table of Contents, titles and headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms or provisions hereof.

Section 1.6. Indenture to Remain in Force. Except as amended by this Supplemental Indenture, the Indenture shall remain in full force and effect as to the matters covered therein.

Section 1.7. Successors and Assigns. All covenants and agreements in this Supplemental Indenture by the Authority and the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 1.8. Separability Clause. In case any provision in this Supplemental Indenture shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.9. Benefits of Supplemental Indenture. Subject to the terms of the Master Indenture and the terms hereof, nothing in this Supplemental Indenture or in the 2020 Senior Lien Bonds, express or implied, shall give to any Person, other than the parties hereto, their successors hereunder, and the Holders of 2020 Senior Lien Bonds, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture.

Section 1.10. Governing Law. This Supplemental Indenture shall be construed in accordance with and governed by the laws of the State.

Section 1.11. Miscellaneous. Every “request,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” “instruction,” or similar action hereunder shall, unless the form thereof is specifically provided herein, be in writing, and in the case of the Authority signed by an Authorized Representative or Authorized Officer of the Authority or in the case of any other Person signed by its President or Vice President, or other officer serving in similar capacities specifically authorized to execute such writing on behalf of any other Person, as the case may be.

## **ARTICLE II.**

### **AUTHORIZATION AND TERMS OF 2020 SENIOR LIEN BONDS**

Section 2.1. Authorization, Principal Amounts, Designation of Series, Terms and Provisions to Apply.

(a) General. In accordance with and subject to the terms, conditions and limitations established in the Indenture and this Supplemental Indenture, (i) the Series 2020B Bonds are hereby authorized to be issued pursuant to and in accordance with the provisions of the Bond Resolution, the Master Indenture, Chapter 1207, Texas Government Code, as amended, Chapter 1371, Texas Government Code, as amended, and the Act, and (ii) the Taxable Series 2020C Bonds are hereby authorized to be issued pursuant to and in accordance with the provisions of the Bond Resolution, the Master Indenture, Chapter 1207, Texas Government Code, as amended, Chapter 1371, Texas Government Code, as amended, and the Act. The Authorized Officer shall determine the aggregate principal amount of the 2020 Senior Lien Bonds to be issued and the amount of each Series of the 2020 Senior Lien Bonds to be issued for each of the purposes identified in Section 2.2 of this Supplemental Indenture and shall make such findings as required by law, as authorized by the Bond Resolution or as otherwise deemed appropriate by the Authorized Officer, all of which shall be set forth in the Award Certificate. The terms of the 2020 Senior Lien Bonds shall be as set forth in the Master Indenture, this Supplemental Indenture and the Award Certificate. All terms and provisions of the Award Certificate relating to the 2020 Senior Lien Bonds shall be deemed to be incorporated into and shall become a part of this Supplemental Indenture.

(b) Series 2020B Bonds. The Authorized Officer shall determine and shall set forth in the Award Certificate the aggregate principal amount of Series 2020B Bonds to be issued, the Series designation thereof, the maturity dates, the per annum interest rates, the redemption provisions and any other terms and provisions determined by the Authorized Officer as necessary or desirable with respect to the terms of such Series 2020B Bonds.

(c) Taxable Series 2020C Bonds. The Authorized Officer shall determine and shall set forth in the Award Certificate the aggregate principal amount of Taxable Series 2020C Bonds to be issued, the Series designation thereof, the maturity dates, the per annum interest rates, the redemption provisions and any other terms and provisions determined by the Authorized Officer as necessary or desirable with respect to the terms of such Taxable Series 2020C Bonds.

Section 2.2. Purposes.

(a) The Series 2020B Bonds are issued in accordance with Section 302(b) of the Master Indenture for the purpose of providing funds to: (i) refund the 2015B Refunded Bonds; (ii) make required deposits, if any, to the Senior Lien Debt Service Reserve Fund; and (iii) pay certain costs of issuance for the Series 2020B Bonds, all under and in accordance with the Constitution and the laws of the State.

(b) The Taxable Series 2020C Bonds are issued in accordance with Section 302(b) of the Master Indenture for the purpose of providing funds to: (i) refund the 2013A Refunded Bonds; (ii) make required deposits, if any, to the Senior Lien Debt Service Reserve Fund; and (iii) pay certain costs of issuance for the Taxable Series 2020C Bonds, all under and in accordance with the Constitution and the laws of the State.

Section 2.3. Pledge; Limited Obligations.

(a) The 2020 Senior Lien Bonds are designated as Senior Lien Obligations, Long-Term Obligations and Refunding Obligations under the Master Indenture.

(b) The 2020 Senior Lien Bonds shall be limited obligations of the Authority constituting Senior Lien Obligations payable from and secured solely by a first lien on, pledge of and security interest in the Trust Estate. The 2020 Senior Lien Bonds, as Senior Lien Obligations, shall constitute a valid claim of the Holder thereof against the Trust Estate, which is pledged to secure the payment of the principal of, redemption premium, if any, and interest on the 2020 Senior Lien Bonds. The 2020 Senior Lien Bonds shall not constitute a general obligation of the Authority and under no circumstances shall the 2020 Senior Lien Bonds be payable from, nor shall the Holder thereof have any rightful claim to, any income, revenues, funds or assets of the Authority other than those pledged hereunder and under the Master Indenture as security for the payment of the Senior Lien Obligations.

NONE OF THE STATE OF TEXAS OR ANY OTHER AGENCY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OTHER THAN THE AUTHORITY IS OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2020 SENIOR LIEN BONDS. THE 2020 SENIOR LIEN BONDS ARE PAYABLE SOLELY FROM THE TRUST ESTATE AND CERTAIN FUNDS CREATED UNDER THE INDENTURE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2020 SENIOR LIEN BONDS. THE AUTHORITY HAS NO TAXING POWER.

NO RECOURSE UNDER THE 2020 SENIOR LIEN BONDS SHALL BE HAD AGAINST ANY PAST, PRESENT OR FUTURE OFFICER OF THE AUTHORITY. THE 2020 SENIOR LIEN BONDS SHALL NEVER BE PAID IN WHOLE OR IN PART OUT OF ANY

FUNDS RAISED OR TO BE RAISED BY TAXATION OR OUT OF ANY OTHER REVENUES OF THE AUTHORITY, EXCEPT THOSE REVENUES ASSIGNED BY THE INDENTURE.

By its purchase and acceptance of the 2020 Senior Lien Bonds, each holder thereof acknowledges that, the Authority has previously issued and there is currently outstanding, and the Authority has reserved the right pursuant to the Master Indenture to issue in the future one or more Series of Subordinate Lien Obligations that, upon the occurrence of an Event of Default described in Section 801(d) of the Master Indenture, will be deemed to be and will automatically become a Senior Lien Obligation in accordance with the provisions of the Supplemental Indenture (as defined in the Master Indenture) authorizing such Subordinate Lien Obligations.

Section 2.4. Date, Denomination, Numbers, and Letters.

(a) The 2020 Senior Lien Bonds shall be dated as provided in the Award Certificate and shall be issued in Authorized Denominations.

(b) Unless the Authority shall direct otherwise, each Series 2020B Bond shall be lettered and numbered separately from B-1 upward. The Series 2020B Bonds registered by the Comptroller of Public Accounts of the State of Texas (the “Initial Series 2020B Bonds”), if any, shall be lettered and numbered separately from BT-1 upward.

(c) Unless the Authority shall direct otherwise, each Taxable Series 2020C Bond shall be lettered and numbered separately from C-1 upward. The Taxable Series 2020C Bonds registered by the Comptroller of Public Accounts of the State of Texas (the “Initial Taxable Series 2020C Bonds”), if any, shall be numbered CT-1.

Section 2.5. Interest Payment Dates, Interest Rates and Maturity Dates of the 2020 Senior Lien Bonds.

(a) The 2020 Senior Lien Bonds shall bear interest from the later of their respective Issuance Date or the most recent Interest Payment Date to which interest has been paid or provided for until the principal of such 2020 Senior Lien Bonds has been paid or provided for either at Stated Maturity or the prior redemption thereof. Interest on the 2020 Senior Lien Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months and shall be payable on each Interest Payment Date.

(b) The 2020 Senior Lien Bonds shall mature on January 1 in the years, in the respective principal amounts and shall bear interest at the per annum rates set forth in the Award Certificate.

Section 2.6. Paying Agent; Method and Place of Payment.

(a) The Trustee is hereby appointed as Paying Agent for the 2020 Senior Lien Bonds.

(b) The principal of the 2020 Senior Lien Bonds shall be payable on the due date thereof (whether at Stated Maturity or, if applicable, prior redemption date) upon the presentation and surrender thereof at the Designated Payment/Transfer Office.

(c) Interest payable on each 2020 Senior Lien Bonds shall be paid by check dated as of the Interest Payment Date and mailed by the Trustee to the Holder in whose name such 2020 Senior Lien Bonds is registered at the close of business on the Record Date, by mail, first class postage prepaid, to the address of the Holder as it appears in the registration books kept by the Trustee, or such other customary banking arrangements acceptable to the Trustee and the Person to whom interest is to be paid; provided, however, that such Person shall bear all risk and expenses of such other customary banking arrangements. In the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (defined in Section 1.2 hereof as a “Special Record Date”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the Authority. Notice of the Special Record Date and of the scheduled payment date of the past due interest (defined in Section 1.2 hereof as the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a 2020 Senior Lien Bond appearing on the books of the Trustee at the close business on the last Business Day preceding the date of mailing of such notice.

**Section 2.7. Securities Depository; Book-Entry System.**

(a) Pursuant to Section 913 of the Master Indenture, the Authority hereby appoints The Depository Trust Company (“DTC”) as Securities Depository for the 2020 Senior Lien Bonds. In accordance with the Letter of Representations, the Authority shall cause the 2020 Senior Lien Bonds to be registered in the name of Cede & Co., as nominee for DTC, and to be delivered by the Underwriters to DTC on the Issuance Date.

(b) With respect to 2020 Senior Lien Bonds registered in the registration books maintained by the Trustee in the name of Cede & Co., or a nominee of any successor Securities Depository, pursuant to Section 913 of the Master Indenture, the Authority and the Trustee shall have no responsibility or obligation to any Depository Participant or to any Person on behalf of whom such Depository Participant holds an interest in 2020 Senior Lien Bonds. The Authority and the Trustee may treat and consider the Holder of any 2020 Senior Lien Bonds as the absolute owner of such 2020 Senior Lien Bonds for the purpose of payment of the principal of, premium, if any, and interest on such 2020 Senior Lien Bonds, for the purpose of giving notices of redemption and other matters with respect to such 2020 Senior Lien Bonds, for the purpose of registering transfers and exchanges with respect to such 2020 Senior Lien Bonds, and for all other purposes whatsoever. The Trustee shall pay the principal of, premium, if any, and interest on the 2020 Senior Lien Bonds only to or upon the order of the respective Holders of the 2020 Senior Lien Bonds and all such payments shall be valid and effective with respect to such payments to the extent of the sum or sums so paid. The Authority and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, any successor Securities Depository or any Depository Participant with respect to any ownership interest in 2020 Senior Lien Bonds, (ii) the delivery to any Depository Participant or any other Person, other than a Holder of a 2020 Senior Lien Bonds as shown in the registration books for Obligations required to be kept and maintained pursuant to the Master Indenture, of any notice with respect to the 2020 Senior Lien Bonds, including any notice of redemption, or (iii) the payment to any Depository Participant or any other Person, other than a Holder of a 2020 Senior Lien Bonds, of any amount with respect to any 2020 Senior Lien Bonds. The rights of Depository Participants and Persons on behalf of whom any Depository Participant holds a beneficial interest in 2020 Senior Lien Bonds shall be

limited to those established by law and agreements between such Depository Participants and other Persons and the applicable Securities Depository.

(c) In the event that either (i) the Securities Depository that is, directly or through a nominee, the Holder of all of the Outstanding 2020 Senior Lien Bonds of any Series notifies the Trustee and the Authority that it is no longer willing or able to discharge its responsibilities as a Securities Depository or (ii) the Authority determines that continuance of the existing book-entry system for ownership of interests in the 2020 Senior Lien Bonds is not in the best interest of such owners of beneficial interests in the 2020 Senior Lien Bonds, then the Authority shall direct the Securities Depository to terminate the existing book-entry system for ownership of interests in the 2020 Senior Lien Bonds. Upon such termination, the Authority shall promptly select a substitute Securities Depository (and shall notify the Trustee in writing of such selection) to provide a system of book-entry ownership of beneficial interests in the 2020 Senior Lien Bonds, if one is available satisfactory to the Authority, and the ownership of all 2020 Senior Lien Bonds shall be transferred on the registration books for the 2020 Senior Lien Bonds to such successor Securities Depository, or its nominee. In the alternative, the Authority may direct the Trustee to, and if the Authority fails to promptly designate a successor Securities Depository the Trustee, without further direction, shall, notify the Depository Participants, through the Securities Depository for the 2020 Senior Lien Bonds, of the availability of 2020 Senior Lien Bonds registered in the names of such Persons as are owners of beneficial interests in the 2020 Senior Lien Bonds and, upon surrender to the Trustee of the Outstanding 2020 Senior Lien Bonds held by the Securities Depository, accompanied by registration instructions from the Securities Depository, the Trustee shall, at the expense of the transferees, cause to be printed and authenticated 2020 Senior Lien Bonds, in Authorized Denominations, to the owners of beneficial interests in the 2020 Senior Lien Bonds as of the date of the termination of the existing book-entry ownership system for the 2020 Senior Lien Bonds. Neither the Authority nor the Trustee shall be liable for any delay in delivery of such instructions and may conclusively rely on, and shall be protected in relying upon, such instructions. So long as the Authority has designated a Securities Depository to provide a system of book-entry ownership of the 2020 Senior Lien Bonds, all of the 2020 Senior Lien Bonds must be held under such book-entry system.

(d) Notwithstanding any other provisions in Article II hereof, the Authority and the Trustee may, but shall not be required to, enter into separate agreements with one or more Securities Depositories which may provide for alternative or additional provisions with respect to the delivery of notices, payment of interest and/or principal, or any other matters.

Section 2.8. Redemption Prices and Terms. The 2020 Senior Lien Bonds shall be subject to redemption prior to Stated Maturity only as provided in the Award Certificate for each Series of 2020 Senior Lien Bonds and in this Supplemental Indenture.

Section 2.9. Notice of Redemption.

(a) Unless otherwise specified herein, or in the Award Certificate, the terms and provisions of Article IV of the Master Indenture relating to the selection of Obligations for redemption and the giving of notice therefor shall apply to the 2020 Senior Lien Bonds. In addition, if the 2020 Senior Lien Bonds are registered in the name of the nominee of the Securities Depository, the Trustee shall deliver notice of such redemption to the Securities Depository at the

times and in the manner required by the operational procedures of such Securities Depository in order to timely effect the redemption of such 2020 Senior Lien Bonds.

(b) Any notice mailed or transmitted as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner of such 2020 Senior Lien Bonds receives the notice.

### **ARTICLE III.**

#### **ACCOUNTS; APPLICATION OF PROCEEDS**

##### **Section 3.1. Debt Service Account 2020B Senior Lien.**

(a) There is hereby established within the Senior Lien Debt Service Fund an account designated “Debt Service Account 2020B Senior Lien” (“Debt Service Account 2020B SR LIEN”). Moneys on deposit in the Debt Service Account 2020B SR LIEN shall be used to pay debt service on the Series 2020B Bonds when due.

(b) On or prior to each Interest Payment Date with respect to the Series 2020B Bonds, the Trustee shall deposit to the Debt Service Account 2020B SR LIEN from Revenues an amount sufficient to pay debt service then due on the Series 2020B Bonds.

##### **Section 3.2. Debt Service Account 2020C Senior Lien.**

(a) There is hereby established within the Senior Lien Debt Service Fund an account designated “Debt Service Account 2020C Senior Lien” (“Debt Service Account 2020C SR LIEN”). Moneys on deposit in the Debt Service Account 2020C SR LIEN shall be used to pay debt service on the Taxable Series 2020C Bonds when due.

(b) On or prior to each Interest Payment Date with respect to the Taxable Series 2020C Bonds, the Trustee shall deposit to the Debt Service Account 2020C SR LIEN from Revenues an amount sufficient to pay debt service then due on the Taxable Series 2020C Bonds.

##### **Section 3.3. Bond Proceeds Clearance Fund; Costs of Issuance Fund; Initial Deposits.**

(a) The Trustee is hereby authorized and directed to establish a special temporary Fund designated “Bonds Proceeds Clearance Fund Senior Lien 2020B” (the “Bond Proceeds Clearance Fund SR LIEN 2020B”). On the Issuance Date, the proceeds from the sale of the Series 2020B Bonds shall be deposited to the Bond Proceeds Clearance Fund SR LIEN 2020B and shall be applied and disbursed as set forth in a Letter of Instructions signed by an Authorized Officer. The Trustee shall create within the Bond Proceeds Clearance Fund SR LIEN 2020B such accounts as shall be authorized in a Letter of Instructions signed by an Authorized Officer and deposit the proceeds of the Series 2020B Bonds as shall be directed in such Letter of Instructions. The Bond Proceeds Clearance Fund SR LIEN 2020B shall be closed upon disbursement of all amounts deposited thereto.

(b) The Trustee is hereby authorized and directed to establish a special temporary Fund designated “Bonds Proceeds Clearance Fund Senior Lien 2020C” (the “Bond Proceeds Clearance Fund SR LIEN 2020C”). On the Issuance Date, the proceeds from the sale of the Taxable Series

2020C Bonds shall be deposited to the Bond Proceeds Clearance Fund SR LIEN 2020C and shall be applied and disbursed as set forth in a Letter of Instructions signed by an Authorized Officer. The Trustee shall create within the Bond Proceeds Clearance Fund SR LIEN 2020C such accounts as shall be authorized in a Letter of Instructions signed by an Authorized Officer and deposit the proceeds of the Taxable Series 2020C Bonds as shall be directed in such Letter of Instructions. The Bond Proceeds Clearance Fund SR LIEN 2020C shall be closed upon disbursement of all amounts deposited thereto.

(c) There is hereby established with the Trustee the “2020B Costs of Issuance Fund Senior Lien” (“COI 2020B Fund SR LIEN”), relating to the Series 2020B Bonds. There shall be deposited to the COI 2020B Fund SR LIEN from the proceeds of the Series 2020B Bonds deposited to the Bond Proceeds Clearance Fund SR LIEN 2020B, together with other lawfully available funds of the Authority, if any, the amounts set forth in a Letter of Instructions from the Authority. Such amounts shall be disbursed as set forth in a Letter of Instructions from the Authority. Amounts remaining in the COI 2020B Fund SR LIEN on the date which is 90 days after the Issuance Date of the Series 2020B Bonds shall be transferred to the Debt Service Account 2020B SR LIEN. Following such transfer, the COI 2020B Fund SR LIEN shall be closed.

(d) There is hereby established with the Trustee the “2020C Costs of Issuance Fund Senior Lien” (“COI 2020C Fund SR LIEN”), relating to the Taxable Series 2020C Bonds. There shall be deposited to the COI 2020C Fund SR LIEN from the proceeds of the Taxable Series 2020C Bonds deposited to the Bond Proceeds Clearance Fund SR LIEN 2020C, together with other lawfully available funds of the Authority, if any, the amounts set forth in a Letter of Instructions from the Authority. Such amounts shall be disbursed as set forth in a Letter of Instructions from the Authority. Amounts remaining in the COI 2020C Fund SR LIEN on the date which is 90 days after the Issuance Date of the Taxable Series 2020C Bonds shall be transferred to the Debt Service Account 2020C SR LIEN. Following such transfer, the COI 2020C Fund SR LIEN shall be closed.

Section 3.4. Senior Lien Debt Service Reserve Requirement. The Senior Lien Debt Service Reserve Requirement established in the First Supplemental Indenture is hereby confirmed and reestablished with respect to the 2020 Senior Lien Bonds as if set forth in full in this Supplemental Indenture. The provisions of Sections 3.9 and 3.10 of the Twelfth Supplemental Indenture relating to the establishment and operation of certain Accounts within the Senior Lien Debt Service Reserve Fund (including, but not limited to, the Bond Proceeds Funded Account, the Revenue Funded Account and the Springing Lien Account) are hereby ratified and affirmed, shall apply to and benefit the 2020 Senior Lien Bonds and Springing Lien Obligations generally, and shall survive the payment or defeasance of any Senior Lien Obligations issued pursuant to the Twelfth Supplemental Indenture.

Section 3.5. 2005 TxDOT Grant Fund. The 2005 TxDOT Grant Fund, established and created pursuant to the First Supplemental Indenture, is hereby reestablished, recreated and affirmed. The 2005 TxDOT Grant Fund shall be established with, and held and maintained by, the Trustee in accordance with the provisions of the Indenture and this Section 3.5. Until transferred in accordance with this Section 3.5, amounts on deposit in the 2005 TxDOT Grant Fund shall be invested by the Trustee in accordance with the provisions of the Indenture. Interest earned from the investment of any amounts in the 2005 TxDOT Grant Fund or any profits realized from any Permitted Investment of amounts in the 2005 TxDOT Grant Fund shall remain in such Fund. Amounts on deposit in the 2005 TxDOT Grant Fund shall be transferred by the Trustee



from time to time in accordance with a Letter of Instruction from the Authority to the Operating Fund or the Senior Lien Debt Service Fund.

## ARTICLE IV.

### FORMS OF BONDS

Section 4.1. Forms of 2020 Senior Lien Bonds. The form of the 2020 Senior Lien Bonds, including any 2020 Senior Lien Bonds issued in exchange or replacement for any other 2020 Senior Lien Bonds or portion thereof, including the form of the Trustee's Authentication Certificate, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas with respect to Initial 2020 Senior Lien Bonds and the Form of Assignment, shall be substantially as set forth in or attached to the Award Certificate, with such omissions, insertions, and variations as permitted or required by the Master Indenture, this Supplemental Indenture and the Award Certificate.

Section 4.2. Initial 2020 Senior Lien Bonds. The Award Certificate may provide for the use of Initial 2020 Senior Lien Bonds, as described in Section 2.4, representing the entire principal amount of the Series 2020B Bonds and Taxable Series 2020C Bonds, respectively, payable in stated installments to the order of the representative of the Underwriters or its designee, executed by the manual or facsimile signature of the Chairman of the Board of Directors of the Authority and attested by manual or facsimile signature of the Secretary of the Board of Directors of the Authority, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas.

#### Section 4.3. Additional Provisions Regarding Bonds.

(a) The 2020 Senior Lien Bonds may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of bond counsel) thereon as, consistent herewith, may be determined by the officers executing the 2020 Senior Lien Bonds, as evidenced by their execution thereof.

(b) The definitive 2020 Senior Lien Bonds shall be typewritten, printed, lithographed, or engraved and may be produced by any combination of such methods or produced in any other similar manner, all as determined by the officers executing such 2020 Senior Lien Bonds, as evidenced by their execution thereof.

(c) The Initial 2020 Senior Lien Bonds submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise produced or reproduced.

## ARTICLE V.

### TAX MATTERS; REBATE

#### Section 5.1. Federal Income Tax Matters Relating to Series 2020B Bonds.

(a) General. The Authority covenants not to take any action or omit to take any action that, if taken or omitted would cause the interest on the Series 2020B Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the Authority covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the Authority in connection with the Series 2020B Bonds.

(b) No Private Activity Bonds. The Authority covenants that it will use the proceeds of the Series 2020B Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Series 2020B Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the Authority will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Series 2020B Bonds to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The Authority covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Series 2020B Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The Authority covenants not to take any action or omit to take action that, if taken or omitted, would cause the Series 2020B Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The Authority covenants that it will make such use of the proceeds of the Series 2020B Bonds (including investment income) and regulate the investment of such proceeds of the Series 2020B Bonds so that the Series 2020B Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The Authority covenants that, if the Authority does not qualify for an exception to the requirements of section 148(f) of the Code, the Authority will comply with the requirement that certain amounts earned by the Authority on the investment of the gross proceeds of the Series 2020B Bonds, be rebated to the United States.

(g) Information Reporting. The Authority covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Series 2020B Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The Authority covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the 2015B Refunded Bonds and the Series 2020B Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Series 2020B Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. The Series 2020B Bonds will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the Authority will not be required to comply with any of the federal tax covenants set forth above if the Authority has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Series 2020B Bonds from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Supplemental Indenture, the Authority's obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Series 2020B Bonds for as long as such matters are relevant to the excludability of interest on the Series 2020B Bonds from gross income for federal income tax purposes.

Section 5.2. 2020B Senior Lien Rebate Account.

(a) There is hereby established within the Rebate Fund, but not as part of the Trust Estate, a special account designated "2020B Senior Lien Rebate Account." Amounts deposited to the 2020B Senior Lien Rebate Account shall be applied to the payment of the Rebate Amount pursuant to a Letter of Instructions from the Authority. The 2020B Senior Lien Rebate Account and amounts on deposit therein are not security for the Series 2020B Bonds and are not part of the Trust Estate.

(b) The Authority will deliver to the Trustee, within 55 days after each Computation Date:

(i) a statement, signed by an officer of the Authority, stating the Rebate Amount as of such Computation Date; and

(ii) (1) if such Computation Date is an Installment Computation Date, an amount that, together with any amount then held for the credit of the 2020B Senior Lien Rebate Account, is equal to at least 90% of the Rebate Amount as of such Installment Computation Date, less any "previous rebate payments" (determined in accordance with section 1.148-3(f)(1) of the Regulations), made to the United States of America or (2) if such Computation Date is the Final Computation Date, an amount that, together with any amount then held for the credit of the 2020B Senior Lien Rebate Account, is equal to the Rebate Amount as of such Final Computation Date, less any "previous rebate payments" (determined in accordance with section 1.148-3(f)(1) of the Regulations) made to the United States of America; and

(iii) an Internal Revenue Service Form 8038-T properly signed and completed as of such Computation Date.

(c) Not later than 60 days after each Computation Date, the Trustee shall withdraw from the 2020B Senior Lien Rebate Account and remit to the United States of America the Rebate Amount required to be paid on such respective dates to the United States of America in accordance with written instructions from the Authority, which shall be in compliance with sections 1.148-1 through 1.148-8 of the Regulations or any successor regulation. Each payment required to be made to the United States of America pursuant to this Section shall be submitted to the Internal

Revenue Service Center, Ogden, Utah 84201-0027 or such other address as provided by law or regulation and shall be accompanied by Internal Revenue Service Form 8038-T properly completed by the Authority with respect to the Series 2020B Bonds.

(d) If the Authority discovers or is notified as of any date that any amount required to be paid to the United States of America pursuant to this Section 5.2 has not been paid as required or that any payment paid to the United States of America pursuant to this Section 5.2 will have failed to satisfy any requirement of section 148(f) of the Code or 1.148-3 of the Regulations (whether or not such failure will be due to any default by the Authority or the Trustee), the Authority will (1) deliver to the Trustee (for deposit to the 2020B Senior Lien Rebate Account) and cause the Trustee to pay to the United States of America from the 2020B Senior Lien Rebate Account (A) the Rebate Amount that the Authority failed to pay, plus any interest specified in section 1.148-3(h)(2) of the Regulations, if such correction payment is delivered to and received by the Trustee within 175 days after such discovery or notice, or (B) if such correction payment is not delivered to and received by the Trustee within 175 days after such discovery or notice, the amount determined in accordance with clause (A) of this subparagraph plus the fifty percent penalty required by section 1.148-3(h)(1) of the Regulations, and (2) deliver to the Trustee an Internal Revenue Service Form 8038-T completed as of such date. If such Rebate Amount, together with any penalty and/or interest due, is not paid to the United States of America in the amount and manner and by the time specified in the Regulations the Authority will take such steps as are necessary to prevent the Series 2020B Bonds from becoming “arbitrage bonds,” within the meaning of section 148 of the Code.

(e) The Authority will retain calculations, made in preparing the statements described in this Section 5.2, whether prepared by the Authority or the Arbitrage Analyst, for at least three years after the later of (1) the final maturity of the Series 2020B Bonds or (2) the first date on which no Series 2020B Bonds are outstanding.

(f) The Authority will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Series 2020B Bonds that is not purchased at fair market value or includes terms that the Authority would not have included if the Series 2020B Bonds were not subject to section 148(f) of the Code.

(g) Notwithstanding the foregoing, the Authority will not be required to perform the obligations set forth in this Section 5.2 (except for the obligation to retain accounting records as described in Section 5.2(e)) if the Authority has not earned any rebatable arbitrage and, therefore, is not subject to the rebate obligation set forth in section 148(f) of the Code. To the extent that the Authority will not be required to perform such obligations, the Authority will send written notice to the Trustee within 55 days after the applicable Computation Date.

## ARTICLE VI.

### CONTINUING DISCLOSURE

Section 6.1. Definitions. As used in this Article, the following terms have the meanings assigned to such terms below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “Financial Obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2 12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

Section 6.2. Annual Reports.

(a) The Authority shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year, financial information and operating data with respect to the Authority and the System of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the Authority commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Authority shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable fiscal year to the MSRB. Thereafter, when and if audited financial statements become available, the Authority shall provide such audited financial statements as required to the MSRB. In addition to the annual information described above, the Authority will provide certain information on a quarterly basis, as described in Exhibit A hereto.

(b) If the Authority changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Authority otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 6.3. Event Notices.

(a) As used in this Section, the term “obligated person” shall mean any person, including the Authority, who is either generally or through an enterprise, fund, or account of such

person committed by contract or other arrangement to support payment of all or part of the obligations on the 2020 Senior Lien Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). The Authority shall provide notice of any of the following events with respect to the 2020 Senior Lien Bonds to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner and not more than 10 business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2020 Senior Lien Bonds, or other material events affecting the tax status of the 2020 Senior Lien Bonds;
- (vii) modifications to rights of Owners, if material;
- (viii) bond calls, if material and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the 2020 Senior Lien Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of any obligated person, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) appointment of a successor or additional Trustee or the change of name of a Trustee, if material;
- (xv) incurrence of a Financial Obligation of the Authority, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms

of a Financial Obligation of the Authority, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Authority, any of which reflect financial difficulties.

For these purposes, (A) any event described in the immediately preceding clause (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person, and (B) the Authority intends the words used in the immediately preceding clauses (xv) and (xvi) in this Section and in the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018.

The Authority shall notify the MSRB, in a timely manner, of any failure by the Authority to provide financial information or operating data in accordance with Section 6.2 of this Supplemental Indenture by the time required by such Section.

All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Section 6.4. Limitations, Disclaimers and Amendments. The Authority shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the Authority remains an “obligated person” with respect to the 2020 Senior Lien Bonds within the meaning of the Rule, except that the Authority in any event will give notice of any deposit of funds that causes 2020 Senior Lien Bonds no longer to be Outstanding.

(a) The provisions of this Article are for the sole benefit of the Holders and beneficial owners of the 2020 Senior Lien Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Authority’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Authority does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell 2020 Senior Lien Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY 2020 SENIOR LIEN BONDS OR ANY OTHER

PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(b) No default by the Authority in observing or performing its obligations under this Article shall comprise a breach of or default under the Indenture for purposes of any other provisions of this Supplemental Indenture.

(c) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority under federal and state securities laws.

(d) The provisions of this Article may be amended by the Authority from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature or status of the Authority, or type of business or operations conducted by the Authority, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell 2020 Senior Lien Bonds in the primary offering of the 2020 Senior Lien Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Supplemental Indenture that authorizes such an amendment) of the Outstanding 2020 Senior Lien Bonds consent to such amendment or (b) a person that is unaffiliated with the Authority (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the 2020 Senior Lien Bonds. If the Authority so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 6.2 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

## **ARTICLE VII.**

### **OTHER MATTERS**

Section 7.1. Execution in Several Counterparts. This Supplemental Indenture may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

Section 7.2. Confirmation of Funds and Accounts. The establishment of Funds and Accounts heretofore established in the Indenture is hereby ratified and confirmed.

Section 7.3. No Boycott of Israel. The Trustee represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Supplemental Indenture is a contract for goods or services, will not boycott Israel during the term of this Supplemental Indenture. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not



contravene applicable Federal law or regulation. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Trustee understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

Section 7.4. Iran, Sudan and Foreign Terrorist Organizations. The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law or regulation and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

[Execution Pages Follow]

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Supplemental Indenture to be signed and attested on their behalf by their duly authorized representatives, all as of the date first hereinabove written.

CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY

By \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

REGIONS BANK, Trustee

By \_\_\_\_\_  
Authorized Officer

## **EXHIBIT A**

### **CONTINUING DISCLOSURE**

#### **DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION**

The following information is referred to in Article VI of this Supplemental Indenture.

##### **Annual Financial Information and Operating Data**

The financial information and operating data with respect to the Authority and the System to be provided in accordance with such Article are as specified below:

1. All quantitative financial information and operating data with respect to the Authority and the System of the general type included in the Official Statement under the headings “AUTHORITY FINANCIAL INFORMATION – System Historical Cash Flow and Debt Service Coverage,” “– Toll Rates,” and “SCHEDULE II – DEBT SERVICE REQUIREMENTS,” and APPENDIX A – AUDITED FINANCIAL STATEMENTS OF THE AUTHORITY.”

2. In the annual filing, the Authority will also furnish a copy of each General Engineering Consultant’s annual report relating to its inspection of the System, which reports may be provided as one report prepared jointly by more than one General Engineering Consultant.

The Authority will update and provide the foregoing information within six (6) months after the end of each Fiscal Year. In addition to the annual information described above, the Authority will furnish on a quarterly basis, within 60 days after the end of each quarter of the Fiscal Year, unaudited information regarding the number of toll transactions for the System and the Revenues generated by such toll transactions for the previous quarter of the Fiscal Year.

##### **Accounting Principles**

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

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TWENTY-THIRD SUPPLEMENTAL TRUST INDENTURE

BETWEEN

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

AND

REGIONS BANK, TRUSTEE

AUTHORIZING

SUBORDINATE LIEN REVENUE REFUNDING BONDS,  
TAXABLE SERIES 2020D

Dated as of May 1, 2020

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## TWENTY-THIRD SUPPLEMENTAL TRUST INDENTURE

THIS TWENTY-THIRD SUPPLEMENTAL TRUST INDENTURE, dated as of May 1, 2020 (this “Supplemental Indenture” or “Twenty-Third Supplemental Indenture”), is made by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (together with any successor to its rights, duties, and obligations hereunder, the “Authority”), a body politic and corporate and a political subdivision of the State of Texas (the “State”) duly created, organized and existing under the laws of the State, and REGIONS BANK, an Alabama state banking corporation, as successor in trust to JPMorgan Chase Bank, National Association, as trustee (together with any successor trustee hereunder, the “Trustee”). Capitalized terms used herein and not otherwise defined shall have the meanings provided in Section 1.2 of this Supplemental Indenture.

### RECITALS

WHEREAS, the Authority has been created and organized pursuant to and in accordance with the provisions of Chapter 361, Texas Transportation Code, and operates pursuant to the Constitution and laws of the State, including, particularly, Chapter 370, Texas Transportation Code, as amended (the “Act”), for the purposes of constructing, maintaining and operating transportation projects in Travis and Williamson Counties, Texas; and

WHEREAS, pursuant to the Act, the Authority is authorized to: (i) study, evaluate, design, finance, acquire, construct, maintain, repair and operate transportation projects (as defined in the Act), individually or as a system (as defined in the Act); and (ii) issue bonds, certificates, notes or other obligations payable from the revenues of a transportation project or system, including tolls, fees, fares or other charges, to pay all or part of the cost of a transportation project and to refund any bonds previously issued for a transportation project; and (iii) impose tolls, fees, fares or other charges for the use of each of its transportation projects and the different parts or sections of each of its transportation projects; and

WHEREAS, pursuant to the Act and other applicable laws, the Authority is authorized to issue revenue bonds, notes, certificates or other obligations as hereinafter provided, and to enter into this Supplemental Indenture; and

WHEREAS, the Authority and the Trustee have executed and delivered the Master Indenture, providing for the issuance from time to time by the Authority of one or more series of its revenue obligations (collectively, the “Obligations”); and

WHEREAS, Section 1002 of the Master Indenture authorizes the Authority and the Trustee to execute and deliver a supplemental indenture, authorizing Obligations of a Series, to include any other matters and things relative to such Obligations which are not inconsistent with or contrary to the Master Indenture, to add to the covenants of the Authority, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, pursuant to the authority granted in Chapter 1207, Texas Government Code, as amended, Chapter 1371, Texas Government Code, as amended, and the Act, the Authority has determined to authorize the issuance of its Subordinate Lien Revenue Refunding Bonds, Series 2020D (the “2020D Bonds”), pursuant to the Master Indenture and this Supplemental Indenture



for the purpose of providing funds (i) to refund all or a portion of Authority's Subordinate Lien Revenue Refunding Bonds, Series 2013 (the "Refunded Obligations") described in the Award Certificate, and (ii) for the other purposes described herein; and

WHEREAS, the Authority is authorizing the refunding of the Refunded Obligations described in the Award Certificate for the purpose of realizing debt service savings through such refunding; and

WHEREAS, the Board hereby finds and determines that the issuance of the 2020D Bonds is in the best interests of the Authority; and

WHEREAS, pursuant to the Bond Resolution, the Authority has authorized the Authorized Officer to make such findings and determinations as may be required in connection with the issuance of the 2020D Bonds and the refunding of the Refunded Obligations and to set forth such findings and determinations in the Award Certificate; and

WHEREAS, the execution and delivery of this Supplemental Indenture and the issuance of the 2020D Bonds have been in all respects duly and validly authorized by the Bond Resolution; and

WHEREAS, the Trustee has accepted the trusts created by the Master Indenture and this Supplemental Indenture and in evidence thereof has joined in the execution and delivery hereof; and

WHEREAS, except as provided herein, all acts and conditions and things required by the laws of the State to happen, exist and be performed precedent to execution and delivery of this Supplemental Indenture have happened, exist and have been performed as so required in order to make the Indenture, as supplemented by this Supplemental Indenture, a valid, binding and legal instrument for the security of the 2020D Bonds and a valid and binding agreement in accordance with its terms;

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the 2020D Bonds by the holders thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the further purpose of fixing and declaring the terms and conditions upon which the 2020D Bonds are to be issued, authenticated, delivered and accepted by the holders thereof, the Authority and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective Holders from time to time of the Obligations, including the 2020D Bonds, as follows:

## **ARTICLE I**

### **DEFINITIONS AND STATUTORY AUTHORITY**

Section 1.1. Supplemental Indenture. This Supplemental Indenture is supplemental to the Master Indenture and is adopted in accordance with Article III and Article X thereof.

Section 1.2. Definitions. Unless the context shall require otherwise, all defined terms contained in the Master Indenture shall have the same meanings in this Supplemental Indenture as such defined terms are given in Section 101 of the Master Indenture.

As used in this Supplemental Indenture, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“Authorized Denomination” shall mean, with respect to the 2020D Bonds, \$5,000 in principal amount or any integral multiple thereof.

“Authorized Officer” shall mean the Chairman of the Board of Directors of the Authority, the Executive Director of the Authority and the Chief Financial Officer of the Authority, severally and each of them, as provided in the Bond Resolution.

“Award Certificate” shall mean the Award Certificate executed and delivered by an Authorized Officer pursuant to Section 2.1 hereof in connection with initial issuance and delivery of the 2020D Bonds authorized to be issued hereunder.

“Bond Form” shall mean the substantially final form of the 2020D Bond attached to the Award Certificate, with such changes and modifications as shall be appropriate to conform to the terms of the Award Certificate.

“Bond Proceeds Clearance Fund SUB LIEN 2020D” shall mean the “Bond Proceeds Clearance Fund Subordinate Lien 2020D” established pursuant to Section 3.3(a) hereof, and any Accounts established therein pursuant to a Letter of Instructions signed by an Authorized Officer.

“Bond Resolution” shall mean Resolution No. 20-\_\_\_\_, adopted by the Board of Directors of the Authority on March 25, 2020.

“COI 2020D Fund SUB LIEN” shall mean the “2020D Costs of Issuance Fund Subordinate Lien” established pursuant to Section 3.3(b) hereof.

“Debt Service Account 2020D SUB LIEN” shall mean the “Debt Service Account 2020D Subordinate Lien” established as part of the Subordinate Lien Debt Service Fund pursuant to Section 3.1 hereof and any subaccounts established therein pursuant to this Supplemental Indenture or a Letter of Instruction signed by an Authorized Officer.

“Debt Service Reserve Account 2020D SUB LIEN” shall mean the “Debt Service Reserve Account 2020D Subordinate Lien” established as part of the Subordinate Lien Debt Service Reserve Fund pursuant to Section 3.2 hereof.

“Depository Participant” shall mean a broker, dealer, bank, other financial institution or any other Person for whom from time to time a Securities Depository effects book-entry transfers and pledges of securities deposited with such Securities Depository.

“Designated Payment/Transfer Office” shall mean, initially, the office of the Trustee located in Houston, Texas, or such other office designated by the Trustee from time to time as the place of payment and transfer of registration of ownership of the 2020D Bonds.

“DTC” shall mean The Depository Trust Company, its successors and assigns.

“Indenture” shall mean the Master Indenture, as amended or supplemented (i) by each Supplemental Indenture (as defined in the Master Indenture) heretofore executed and delivered by the Authority and the Trustee in accordance with the terms of the Master Indenture, prior to the date of this Twenty-Third Supplemental Indenture; (ii) by this Twenty-Third Supplemental Indenture; (iii) by the Twenty-Second Supplemental Trust Indenture, dated as of the date first written above between the Authority and the Trustee; and (iv) hereafter from time to time in accordance with the terms of the Master Indenture.

“Initial 2020D Bond” shall mean the Initial 2020D Bond as described in Section 2.4 hereof.

“Interest Payment Date” shall mean, with respect to the 2020D Bonds, each July 1 and January 1, commencing on the date specified in the Award Certificate.

“Issuance Date” shall mean the date of initial issuance and delivery of the 2020D Bonds to the Underwriters, or the representative thereof, against payment therefor.

“Letter of Representations” shall mean that certain Blanket Issuer Letter of Representations between the Authority and DTC, as the Securities Depository.

“Master Indenture” shall mean the Master Trust Indenture, dated as of February 1, 2005, between the Authority and the Trustee, without regard to supplements and amendments thereto.

“Official Statement” shall mean the Authority’s final official statement prepared in connection with the public offering and sale of the 2020D Bonds, together with any addenda, supplements and amendments thereto.

“Purchase Agreement” shall mean, collectively, one or more Bond Purchase Agreements between the Authority and the Underwriters providing for the purchase of the 2020D Bonds by the respective Underwriters.

“Record Date” shall mean, with respect to the 2020D Bonds, the fifteenth (15<sup>th</sup>) calendar day of the month preceding each Interest Payment Date.

“Refunded Obligations” shall have the meaning given to such term in the recitals of this Twenty-Third Supplemental Indenture.

“Securities Depository” shall mean The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and any successor Securities Depository appointed pursuant to Section 913 of the Master Indenture and Section 2.7 of this Supplemental Indenture.

“Special Payment Date” shall mean the date that is fifteen (15) days after the Special Record Date.

“Special Record Date” shall mean the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter.

“Stated Maturity” shall mean the date on which a 2020D Bond is scheduled to mature, as set forth in the Award Certificate.

“Supplemental Indenture” or “Twenty-Third Supplemental Indenture” shall mean this Twenty-Third Supplemental Trust Indenture by and between the Authority and the Trustee, dated as of the date first above written, together with any amendments hereto.

“Twelfth Supplemental Indenture” shall mean the Twelfth Supplemental Trust Indenture, dated as of November 1, 2015, between the Authority and the Trustee.

“2020D Bonds” shall mean the Subordinate Lien Revenue Refunding Bonds, Series 2020D authorized pursuant to this Supplemental Indenture and designated as such in the Award Certificate.

“2020D SUB LIEN DSR Requirement” or “DSR Requirement” shall mean the “2020D Bonds Debt Service Reserve Requirement” which shall be an amount equal to the least of (i) the maximum Annual Debt Service on the 2020D Bonds, (ii) 1.25 times the Average Annual Debt Service on the 2020D Bonds, or (iii) ten percent (10%) of the stated principal amount of the 2020D Bonds determined as of the Issuance Date thereof.

“Underwriters” shall mean the underwriters named in the Purchase Agreement.

Section 1.3. Authority for This Supplemental Indenture. This Supplemental Indenture is adopted pursuant to the provisions of the Act and the Master Indenture, particularly Section 1002(a) of the Master Indenture.

Section 1.4. Rules of Construction.

(a) For all purposes of this Supplemental Indenture unless the context requires otherwise, all references to designated Articles, Sections and other subdivisions are to the articles, sections and other subdivisions of this Supplemental Indenture.

(b) Except where the context otherwise requires, terms defined in this Supplemental Indenture to impart the singular number shall be considered to include the plural number and vice versa.

(c) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa.

(d) This Supplemental Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Supplemental Indenture and the Master Indenture which it supplements.

Section 1.5. Interpretation. The Table of Contents, titles and headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms or provisions hereof.

Section 1.6. Indenture to Remain in Force. Except as amended by this Supplemental Indenture, the Indenture shall remain in full force and effect as to the matters covered therein.

Section 1.7. Successors and Assigns. All covenants and agreements in this Supplemental Indenture by the Authority and the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 1.8. Separability Clause. In case any provision in this Supplemental Indenture shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.9. Benefits of Supplemental Indenture. Subject to the terms of the Master Indenture and the terms hereof, nothing in this Supplemental Indenture or in the 2020D Bonds, express or implied, shall give to any Person, other than the parties hereto, their successors hereunder, and the Holders of 2020D Bonds, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture.

Section 1.10. Governing Law. This Supplemental Indenture shall be construed in accordance with and governed by the laws of the State.

Section 1.11. Miscellaneous. Every “request,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” “instruction,” or similar action hereunder shall, unless the form thereof is specifically provided herein, be in writing, and in the case of the Authority signed by an Authorized Representative or Authorized Officer of the Authority or in the case of any other Person signed by its President or Vice President, or other officer serving in similar capacities specifically authorized to execute such writing on behalf of any other Person, as the case may be.

## ARTICLE II

### AUTHORIZATION AND TERMS OF 2020D BONDS

Section 2.1. Authorization, Principal Amount, Designation of Series, Terms and Provisions to Apply.

(a) In accordance with and subject to the terms, conditions and limitations established in the Indenture and this Supplemental Indenture, the 2020D Bonds are hereby authorized to be issued pursuant to and in accordance with the provisions of the Bond Resolution, the Master Indenture, Chapter 1207, Texas Government Code, as amended, Chapter 1371, Texas

Government Code, as amended, and the Act. The Authorized Officer shall determine the aggregate principal amount of the 2020D Bonds to be issued and the amount of 2020D Bonds to be issued for each of the purposes identified in Section 2.2 of this Supplemental Indenture and shall make such findings as required by law, as authorized by the Bond Resolution or as otherwise deemed appropriate by the Authorized Officer, all of which shall be set forth in the Award Certificate. The terms of the 2020D Bonds shall be as set forth in the Master Indenture, this Supplemental Indenture and the Award Certificate. All terms and provisions of the Award Certificate relating to the 2020D Bonds shall be deemed to be incorporated into and shall become a part of this Twenty-Third Supplemental Indenture.

(b) The Authorized Officer shall determine and shall set forth in the Award Certificate the aggregate principal amount of 2020D Bonds to be issued, the Series designation thereof, the maturity dates, the per annum interest rates, the redemption provisions and any other terms and provisions determined by the Authorized Officer as necessary or desirable with respect to the terms of the 2020D Bonds.

Section 2.2. Purposes. The 2020D Bonds are issued in accordance with Section 302(b) of the Master Indenture for the purpose of providing funds to (i) refund the Refunded Obligations; (ii) make a deposit to the Debt Service Reserve Account 2020D SUB LIEN; and (iii) pay certain costs of issuance for the 2020D Bonds, all under and in accordance with the Constitution and the laws of the State.

Section 2.3. Pledge; Limited Obligations.

(a) The 2020D Bonds are designated as Subordinate Lien Obligations, Long-Term Obligations and Refunding Obligations under the Master Indenture.

(b) The 2020D Bonds shall be limited obligations of the Authority constituting Subordinate Lien Obligations payable from and secured solely by a lien on, pledge of and security interest in the Trust Estate, which lien and pledge are junior and subordinate to the Senior Lien Obligations and the Junior Lien Obligations; provided, that the pledge of certain funds and accounts to the 2020D Bonds shall be as provided in this Supplemental Indenture. The 2020D Bonds, as Subordinate Lien Obligations, shall constitute a valid claim of the Holder thereof against the Trust Estate, which is pledged to secure the payment of the principal of, redemption premium, if any, and interest on the 2020D Bonds. The 2020D Bonds shall not constitute a general obligation of the Authority and under no circumstances shall the 2020D Bonds be payable from, nor shall the Holder thereof have any rightful claim to, any income, revenues, funds or assets of the Authority other than those pledged hereunder and under the Master Indenture as security for the payment of the Subordinate Lien Obligations.

(c) Any and all amounts deposited to the Debt Service Reserve Account 2020D SUB LIEN are pledged to the payment of the 2020D Bonds. Under no circumstances shall any Obligations issued pursuant to Section 706(c) of the Master Indenture, any previously issued Subordinate Lien Obligations, or any other Subordinate Lien Obligations issued hereafter be payable from or secured by amounts on deposit in the Debt Service Reserve Account 2020D SUB LIEN unless otherwise expressly provided by the Authority in a Supplemental Indenture with the consent of the Holders of 100% of the aggregate principal amount of the 2020D Bonds.

NONE OF THE STATE OF TEXAS OR ANY OTHER AGENCY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OTHER THAN THE AUTHORITY IS OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2020D BONDS. THE 2020D BONDS ARE PAYABLE SOLELY FROM THE TRUST ESTATE AND CERTAIN FUNDS CREATED UNDER THE INDENTURE, WHICH LIEN AND PLEDGE ARE JUNIOR AND SUBORDINATE TO THE SENIOR LIEN OBLIGATIONS AND THE JUNIOR LIEN OBLIGATIONS. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2020D BONDS. THE AUTHORITY HAS NO TAXING POWER.

NO RECOURSE UNDER THE 2020D BONDS SHALL BE HAD AGAINST ANY PAST, PRESENT OR FUTURE OFFICER OF THE AUTHORITY. THE 2020D BONDS SHALL NEVER BE PAID IN WHOLE OR IN PART OUT OF ANY FUNDS RAISED OR TO BE RAISED BY TAXATION OR OUT OF ANY OTHER REVENUES OF THE AUTHORITY, EXCEPT THOSE REVENUES ASSIGNED BY THE INDENTURE.

Section 2.4. Date, Denomination, Numbers, and Letters.

(a) The 2020D Bonds shall be dated as provided in the Award Certificate and shall be issued in Authorized Denominations.

(b) Unless the Authority shall direct otherwise, the 2020D Bonds shall be lettered and numbered separately from D-1 upward. The initial 2020D Bond registered by the Comptroller of Public Accounts of the State of Texas (the "Initial 2020D Bond") shall be lettered and numbered DT-1.

Section 2.5. Interest Payment Dates, Interest Rates and Maturity Dates of the 2020D Bonds.

(a) The 2020D Bonds shall bear interest from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or provided for until the principal of such 2020D Bonds has been paid or provided for either at Stated Maturity or the prior redemption thereof. Interest on the 2020D Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months and shall be payable on each Interest Payment Date.

(b) The 2020D Bonds shall mature on January 1 in the years, in the respective principal amounts and shall bear interest at the per annum rates set forth in the Award Certificate.

Section 2.6. Paying Agent; Method and Place of Payment.

(a) The Trustee is hereby appointed as Paying Agent for the 2020D Bonds.

(b) The principal of the 2020D Bonds shall be payable on the due date thereof (whether at Stated Maturity or, if applicable, prior redemption date) upon the presentation and surrender thereof at the Designated Payment/Transfer Office.

(c) Interest payable on each 2020D Bond shall be paid by check dated as of the Interest Payment Date and mailed by the Trustee to the Holder in whose name such 2020D Bond is registered at the close of business on the Record Date, by mail, first class postage prepaid, to the address of the Holder as it appears in the registration books kept by the Trustee, or such other customary banking arrangements acceptable to the Trustee and the Person to whom interest is to be paid; provided, however, that such Person shall bear all risk and expenses of such other customary banking arrangements. In the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (defined in Section 1.2 hereof as a “Special Record Date”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the Authority. Notice of the Special Record Date and of the scheduled payment date of the past due interest (defined in Section 1.2 hereof as the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a 2020D Bond appearing on the books of the Trustee at the close business on the last Business Day preceding the date of mailing of such notice.

Section 2.7. Securities Depository; Book-Entry System.

(a) Pursuant to Section 913 of the Master Indenture, the Authority hereby appoints The Depository Trust Company (“DTC”) as Securities Depository for the 2020D Bonds. In accordance with the Letter of Representations, the Authority shall cause the 2020D Bonds to be registered in the name of Cede & Co., as nominee for DTC, and to be delivered by the Underwriters to DTC on the Issuance Date.

(b) With respect to 2020D Bonds registered in the registration books maintained by the Trustee in the name of Cede & Co., or a nominee of any successor Securities Depository, pursuant to Section 913 of the Master Indenture, the Authority and the Trustee shall have no responsibility or obligation to any Depository Participant or to any Person on behalf of whom such Depository Participant holds an interest in 2020D Bonds. The Authority and the Trustee may treat and consider the Holder of any 2020D Bonds as the absolute owner of such 2020D Bonds for the purpose of payment of the principal of, premium, if any, and interest on such 2020D Bond, for the purpose of giving notices of redemption and other matters with respect to such 2020D Bonds, for the purpose of registering transfers and exchanges with respect to such 2020D Bond, and for all other purposes whatsoever. The Trustee shall pay all the principal of, premium, if any, and interest on the 2020D Bonds only to or upon the order of the respective Holders of the 2020D Bonds and all such payments shall be valid and effective with respect to such payments to the extent of the sum or sums so paid. The Authority and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, any successor Securities Depository or any Depository Participant with respect to any ownership interest in 2020D Bonds, (ii) the delivery to any Depository Participant or any other Person, other than a Holder of a 2020D Bond as shown in the registration books for Obligations required to be kept and maintained pursuant to the Master Indenture, of any notice with respect to the



2020D Bonds, including any notice of redemption, or (iii) the payment to any Depository Participant or any other Person, other than a Holder of a 2020D Bond, of any amount with respect to any 2020D Bond. The rights of Depository Participants and Persons on behalf of whom any Depository Participant holds a beneficial interest in 2020D Bonds shall be limited to those established by law and agreements between such Depository Participants and other Persons and the applicable Securities Depository.

(c) In the event that either (i) the Securities Depository that is, directly or through a nominee, the Holder of all of the Outstanding 2020D Bonds notifies the Trustee and the Authority that it is no longer willing or able to discharge its responsibilities as a Securities Depository or (ii) the Authority determines that continuance of the existing book-entry system for ownership of interests in the 2020D Bonds is not in the best interest of such owners of beneficial interests in the 2020D Bonds, then the Authority shall direct the Securities Depository to terminate the existing book-entry system for ownership of interests in the 2020D Bonds. Upon such termination, the Authority shall promptly select a substitute Securities Depository (and shall notify the Trustee in writing of such selection) to provide a system of book-entry ownership of beneficial interests in the 2020D Bonds, if one is available satisfactory to the Authority, and the ownership of all 2020D Bonds shall be transferred on the registration books for the 2020D Bonds to such successor Securities Depository, or its nominee. In the alternative, the Authority may direct the Trustee to, and if the Authority fails to promptly designate a successor Securities Depository the Trustee, without further direction, shall, notify the Depository Participants, through the Securities Depository for the 2020D Bonds, of the availability of 2020D Bonds registered in the names of such Persons as are owners of beneficial interests in the 2020D Bonds and, upon surrender to the Trustee of the Outstanding 2020D Bonds held by the Securities Depository, accompanied by registration instructions from the Securities Depository, the Trustee shall, at the expense of the transferees, cause to be printed and authenticated 2020D Bonds, in Authorized Denominations, to the owners of beneficial interests in the 2020D Bonds as of the date of the termination of the existing book-entry ownership system for the 2020D Bonds. Neither the Authority nor the Trustee shall be liable for any delay in delivery of such instructions and may conclusively rely on, and shall be protected in relying upon, such instructions. So long as the Authority has designated a Securities Depository to provide a system of book-entry ownership of the 2020D Bonds, all of the 2020D Bonds must be held under such book-entry system.

(d) Notwithstanding any other provisions in Article II hereof, the Authority and the Trustee may, but shall not be required to, enter into separate agreements with one or more Securities Depositories which may provide for alternative or additional provisions with respect to the delivery of notices, payment of interest and/or principal, or any other matters.

Section 2.8. Redemption Prices and Terms. The 2020D Bonds shall be subject to redemption prior to Stated Maturity only as provided in the Award Certificate for the 2020D Bonds and in this Supplemental Indenture.

Section 2.9. Notice of Redemption.

(a) Unless otherwise specified herein or in the Award Certificate, the terms and provisions of Article IV of the Master Indenture relating to the selection of Obligations for

redemption and the giving of notice therefor shall apply to the 2020D Bonds. In addition, if the 2020D Bonds are registered in the name of the nominee of the Securities Depository, the Trustee shall deliver notice of such redemption to the Securities Depository at the times and in the manner required by the operational procedures of such Securities Depository in order to timely effect the redemption of such 2020D Bonds.

(b) Any notice mailed or transmitted as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner of such 2020D Bonds receives the notice.

### **ARTICLE III**

#### **ACCOUNTS; APPLICATION OF PROCEEDS**

##### **Section 3.1. Debt Service Account 2020D Subordinate Lien.**

(a) There is hereby established within the Subordinate Lien Debt Service Fund an account designated “Debt Service Account 2020D Subordinate Lien” (“Debt Service Account 2020D SUB LIEN”). Moneys on deposit in the Debt Service Account 2020D SUB LIEN shall be used to pay debt service on the 2020D Bonds when due.

(b) On or prior to each Interest Payment Date with respect to the Series 2020D Bonds, the Trustee shall deposit to the Debt Service Account 2020D SUB LIEN from Revenues an amount sufficient to pay debt service then due on the Series 2020D Bonds.

##### **Section 3.2. Debt Service Reserve Account 2020D Subordinate Lien.**

(a) There is hereby established within the Subordinate Lien Debt Service Reserve Fund an account designated “Debt Service Reserve Account 2020D Subordinate Lien” (“Debt Service Reserve Account 2020D SUB LIEN”).

(b) On the Issuance Date, from the proceeds of the sale of the 2020D Bonds and other available funds of the Authority, an amount equal to the 2020D SUB LIEN DSR Requirement shall be deposited to the Debt Service Reserve Account 2020D SUB LIEN, as directed in a Letter of Instructions of the Authority.

(c) Amounts on deposit in the Debt Service Reserve Account 2020D SUB LIEN are hereby pledged to the payment of the 2020D Bonds. Under no circumstances shall any previously issued Subordinate Lien Obligations have any rights to monies on deposit in the Debt Service Reserve Account 2020D SUB LIEN. Any Additional Subordinate Lien Obligations issued after the Issuance Date shall only have such rights to monies on deposit in the Subordinate Lien Debt Service Reserve Fund, including amounts on deposit in the Debt Service Reserve Account 2020D SUB LIEN, as is specifically set forth in the Supplemental Indenture relating to such Additional Subordinate Lien Obligations and, with respect to the Debt Service Reserve Account 2020D SUB LIEN, with the consent of the Holders of 100% of the aggregate principal amount of the 2020D Bonds.

(d) Notwithstanding Section 513 of the Master Indenture, the Authority will not utilize a Subordinate Lien DSRF Security with respect to the Debt Service Reserve Account 2020D SUB LIEN without the prior written consent of Holders of 100% of the principal amount of the then Outstanding 2020D Bonds.

**Section 3.3. Bond Proceeds Clearance Fund; Costs of Issuance Fund; Initial Deposits.**

(a) The Trustee is hereby authorized and directed to establish a special temporary Fund designated “Bond Proceeds Clearance Fund Subordinate Lien 2020D” (the “Bond Proceeds Clearance Fund SUB LIEN 2020D”). On the Issuance Date, the proceeds from the sale of the 2020D Bonds shall be deposited to the Bond Proceeds Clearance Fund SUB LIEN 2020D and shall be applied and disbursed as set forth in a Letter of Instructions signed by an Authorized Officer. The Trustee shall create within the Bond Proceeds Clearance Fund SUB LIEN 2020D such Accounts as shall be authorized in a Letter of Instructions signed by an Authorized Officer and deposit the proceeds of the 2020D Bonds as shall be directed in such Letter of Instructions. The Bond Proceeds Clearance Fund SUB LIEN 2020D shall be closed upon disbursement of all amounts deposited thereto.

(b) There is hereby established with the Trustee the “2020D Costs of Issuance Fund Subordinate Lien” (“COI 2020D Fund SUB LIEN”), relating to the 2020D Bonds. There shall be deposited to the COI 2020D Fund SUB LIEN from the proceeds of the 2020D Bonds deposited to the Bond Proceeds Clearance Fund SUB LIEN 2020D, together with other lawfully available funds of the Authority, if any, the amounts set forth in a Letter of Instructions from the Authority. Such amounts shall be disbursed as set forth in a Letter of Instructions from the Authority. Amounts remaining in the COI 2020D Fund SUB LIEN on the date which is 90 days after the Issuance Date shall be transferred to the Debt Service Account 2020D SUB LIEN. Following such transfer, the COI 2020D Fund SUB LIEN shall be closed.

**ARTICLE IV**

**FORM OF BONDS**

**Section 4.1. Form of 2020D Bonds.** The form of the 2020D Bonds, including any 2020D Bonds issued in exchange or replacement for any other 2020D Bond or portion thereof, including the form of the Trustee’s Authentication Certificate, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas with respect to the Initial 2020D Bond and the Form of Assignment shall be substantially as set forth in or attached to the Award Certificate, with such omissions, insertions, and variations as permitted or required by the Master Indenture, this Supplemental Indenture or the Award Certificate.

**Section 4.2. Initial 2020D Bond.** The Award Certificate may provide for the use of an Initial 2020D Bond, as described in Section 2.4 hereof, representing the entire principal amount of the 2020D Bonds, payable in stated installments to the order of the representative of the Underwriters or its designee, executed by the manual or facsimile signature of the Chairman of the Board of Directors of the Authority and attested by manual or facsimile signature of the Secretary of the Board of Directors of the Authority, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas.

Section 4.3. Additional Provisions Regarding 2020D Bonds.

(a) The 2020D Bonds may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of bond counsel) thereon as, consistent herewith, may be determined by the officers executing the 2020D Bonds, as evidenced by their execution thereof.

(b) The definitive 2020D Bonds shall be typewritten, printed, lithographed, or engraved and may be produced by any combination of such methods or produced in any other similar manner, all as determined by the officers executing such 2020D Bonds, as evidenced by their execution thereof.

(c) The Initial 2020D Bond submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise produced or reproduced.

**ARTICLE V**

**CONTINUING DISCLOSURE**

Section 5.1. Definitions. As used in this Article, the following terms have the meanings assigned to such terms below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “Financial Obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

Section 5.2. Annual Reports.

(a) The Authority shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year, financial information and operating data with respect to the Authority and the System of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the Authority commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Authority shall provide notice that audited financial statements are not

available and shall provide unaudited financial statements for the applicable fiscal year to the MSRB. Thereafter, when and if audited financial statements become available, the Authority shall provide such audited financial statements as required to the MSRB. In addition to the annual information described above, the Authority will provide certain information on a quarterly basis, as described in Exhibit A hereto.

(b) If the Authority changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Authority otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

### Section 5.3. Event Notices.

(a) As used in this Section, the term “obligated person” shall mean any person, including the Authority, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the 2020D Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). The Authority shall provide notice of any of the following events with respect to the 2020D Bonds to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner and not more than 10 business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2020D Bonds, or other material events affecting the tax status of the 2020D Bonds;
- (vii) modifications to rights of Owners, if material;
- (viii) bond calls, if material and tender offers;
- (ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the 2020D Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership, or similar event of any obligated person, which shall occur as described below;

(xiii) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional Trustee or the change of name of a Trustee, if material;

(xv) incurrence of a Financial Obligation of the Authority, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Authority, any of which reflect financial difficulties.

For these purposes, (A) any event described in the immediately preceding clause (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person, and (B) the Authority intends the words used in the immediately preceding clauses (xv) and (xvi) in this Section and in the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018.

The Authority shall notify the MSRB, in a timely manner, of any failure by the Authority to provide financial information or operating data in accordance with Section 5.2 of this Supplemental Indenture by the time required by such Section.

All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Section 5.4. Limitations, Disclaimers and Amendments. The Authority shall be obligated to observe and perform the covenants specified in this Article for so long as, but only

for so long as, the Authority remains an “obligated person” with respect to the 2020D Bonds within the meaning of the Rule, except that the Authority in any event will give notice of any deposit of funds that causes 2020D Bonds no longer to be Outstanding.

(a) The provisions of this Article are for the sole benefit of the Holders and beneficial owners of the 2020D Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Authority’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Authority does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell 2020D Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY 2020D BONDS OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(b) No default by the Authority in observing or performing its obligations under this Article shall comprise a breach of or default under the Indenture for purposes of any other provisions of this Supplemental Indenture.

(c) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority under federal and state securities laws.

(d) The provisions of this Article may be amended by the Authority from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature or status of the Authority, or type of business or operations conducted by the Authority, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell 2020D Bonds in the primary offering of the 2020D Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Supplemental Indenture that authorizes such an amendment) of the Outstanding 2020D Bonds consent to such amendment or (b) a person that is unaffiliated with the Authority (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the 2020D Bonds. If the Authority so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 6.2 an explanation, in narrative form, of the reasons for the amendment

and of the impact of any change in the type of financial information or operating data so provided.

## ARTICLE VI

### OTHER MATTERS

Section 6.1. Execution in Several Counterparts. This Supplemental Indenture may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

Section 6.2. Confirmation of Funds and Accounts. The establishment of Funds and Accounts heretofore established in the Indenture is hereby ratified and confirmed.

Section 6.3. No Boycott of Israel. The Trustee represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Supplemental Indenture is a contract for goods or services, will not boycott Israel during the term of this Supplemental Indenture. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law or regulation. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Trustee understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

Section 6.4. Iran, Sudan and Foreign Terrorist Organizations. The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law or regulation and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

[Execution Pages Follow]



IN WITNESS WHEREOF, the Authority and the Trustee have caused this Supplemental Indenture to be signed and attested on their behalf by their duly authorized representatives, all as of the date first hereinabove written.

CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY

By \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

REGIONS BANK, as Trustee

By \_\_\_\_\_  
Authorized Officer

## **EXHIBIT A**

### **CONTINUING DISCLOSURE**

#### **DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION**

The following information is referred to in Article VI of this Supplemental Indenture.

##### **Annual Financial Information and Operating Data**

The financial information and operating data with respect to the Authority and the System to be provided in accordance with such Article are as specified below:

1. All quantitative financial information and operating data with respect to the Authority and the System of the general type included in the Official Statement under the headings “AUTHORITY FINANCIAL INFORMATION – System Historical Cash Flow and Debt Service Coverage,” “– Toll Rates,” and “SCHEDULE II – DEBT SERVICE REQUIREMENTS,” and APPENDIX A – AUDITED FINANCIAL STATEMENTS OF THE AUTHORITY.”

2. In the annual filing, the Authority will also furnish a copy of each General Engineering Consultant’s annual report relating to its inspection of the System, which reports may be provided as one report prepared jointly by more than one General Engineering Consultant.

The Authority will update and provide the foregoing information within six (6) months after the end of each Fiscal Year. In addition to the annual information described above, the Authority will furnish on a quarterly basis, within 60 days after the end of each quarter of the Fiscal Year, unaudited information regarding the number of toll transactions for the System and the Revenues generated by such toll transactions for the previous quarter of the Fiscal Year.

##### **Accounting Principles**

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

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ESCROW AGREEMENT

Between

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

and

REGIONS BANK,  
as Escrow Agent

Pertaining to

Central Texas Regional Mobility Authority  
Senior Lien Revenue and Refunding Put Bonds  
Series 2015B

and

Central Texas Regional Mobility Authority  
Senior Lien Revenue Refunding Bonds  
Series 2013A

and

Central Texas Regional Mobility Authority  
Subordinate Lien Revenue Refunding Bonds  
Series 2013

Dated as of May 1, 2020

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## ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of May 1, 2020 (herein, together with any amendments or supplements hereto, called the or this “Agreement”), entered into by and between CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “Issuer”), and REGIONS BANK, an Alabama state banking corporation, as escrow agent (herein, together with any successor or assign in such capacity, called the “Escrow Agent”).

### WITNESSETH:

WHEREAS, the Issuer has heretofore issued and there presently remain outstanding the obligations (the “Refunded Obligations”) of the Issuer listed and described on Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the Refunded Obligations are scheduled to mature or have been called for early redemption, as applicable, in such years, bear interest at such rates, and are payable at such times and in such amounts as are set forth in Exhibit B attached hereto and made a part hereof; and

WHEREAS, Section 1102 of the Master Indenture (as hereinafter defined) provides that Obligations and the interest thereon shall be deemed to be paid, retired and no longer outstanding within the meaning of the Master Indenture at such time as funds sufficient for the payment of the principal of and interest on such Obligations to be defeased and/or refunded shall have been deposited with an escrow agent in accordance with an escrow agreement or other instrument for such payment; and

WHEREAS, Chapter 1207, Texas Government Code, as amended (“Chapter 1207”), authorizes the Issuer to issue refunding bonds for the purpose of refunding the Refunded Obligations in advance of their maturities, and to accomplish such refunding by depositing the proceeds of such refunding bonds with an entity authorized to receive such deposit under Chapter 1207 in an amount sufficient, together with other lawfully available funds of the Issuer, if any, to provide for the payment or redemption of the Refunded Obligations, and that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the maturity dates or redemption dates of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose; and

WHEREAS, Chapter 1207 further authorizes the Issuer to enter into an escrow agreement with a trust company or commercial bank authorized to receive such deposit under Chapter 1207 with respect to the safekeeping, investment, administration and disposition of any such deposit for the Refunded Obligations, upon such terms and conditions as the Issuer and such trust company or commercial bank may agree, provided that such deposits may be invested only in obligations described in Section 1207.062(b) of Chapter 1207, and which may be in book entry form, and which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of principal and interest on the Refunded Obligations when due; and

WHEREAS, this Agreement constitutes an escrow agreement of the kind authorized and required by Chapter 1207; and

WHEREAS, the Escrow Agent is the trustee under and pursuant to that certain Master Trust Indenture, dated as of February 1, 2005 (as amended from time to time, the “Master Indenture”), between the Issuer and Regions Bank, as trustee (the “Trustee”); and

WHEREAS, Chapter 1207 makes it the duty of the Escrow Agent to comply with the terms of this Agreement and timely make available to the other places of payment, if any, for the Refunded Obligations the amounts required to provide for the payment of the principal of and interest on such obligations when due, and in accordance with their terms, but solely from the funds, in the manner, and to the extent provided in this Agreement; and

WHEREAS, the issuance, sale, and delivery of the Central Texas Regional Mobility Authority’s (i) Senior Lien Revenue Refunding Bonds, Series 2020B (the “Series 2020B Bonds”), (ii) Senior Lien Revenue Refunding Bonds, Taxable Series 2020C (the “Taxable Series 2020C Bonds”), and (iii) Subordinate Lien Revenue Refunding Bonds, Taxable Series 2020D Bonds (the “Taxable Series 2020D Bonds” and, together with the Series 2020B Bonds and the Taxable Series 2020C Bonds, the “2020 Obligations”), have been duly authorized for the purpose, among others, of obtaining the funds required to provide for the payment of the principal of the Refunded Obligations at their respective maturity or redemption dates, as applicable, and the interest thereon to such dates; and

WHEREAS, the Issuer desires that, concurrently with the delivery of the Bonds to the purchasers thereof, a portion of the proceeds of the Bonds shall be applied to purchase certain “Defeasance Securities” (as herein defined) for deposit to the credit of the Escrow Fund created pursuant to the terms of this Agreement and to establish a beginning cash balance (if needed) in such Escrow Fund; and

WHEREAS, the Defeasance Securities shall mature and the interest thereon shall be payable at such times and in such amounts as will provide moneys which, together with cash balances from time to time on deposit in the Escrow Fund, will be sufficient to pay the interest on the Refunded Obligations as it accrues and becomes payable and the principal of the Refunded Obligations on their maturity or redemption dates, as applicable; and

WHEREAS, to facilitate the receipt and transfer of proceeds of the Defeasance Securities the Issuer desires to establish the Escrow Fund at the designated office of the Escrow Agent; and

WHEREAS, the Escrow Agent is a party to this Agreement and hereby acknowledges its acceptance of the terms and provisions hereof;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, the sufficiency of which hereby is acknowledged, and to secure the full and timely payment of principal of and the interest on the Refunded Obligations, the Issuer and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:



ARTICLE I  
DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

“Beginning Cash Balance” means the funds described in Exhibit C attached to this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions thereunder.

“Defeasance Securities” means (i) Government Obligations and (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed by an agency or instrumentality and that, on the date of the purchase thereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

“Escrow Fund” means the fund created in Section 3.01 of this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

“Government Obligations” mean direct obligations of, or obligations the principal of and interest on which are guaranteed by the full faith and credit of, the United States of America.

Section 1.02. Other Definitions. The terms “Agreement,” “Issuer,” “Escrow Agent,” “Refunded Obligations,” and “2020 Obligations,” when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.03. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Obligations in accordance with applicable law.

ARTICLE II  
DEPOSIT OF FUNDS AND DEFEASANCE SECURITIES

Section 2.01. Deposits in the Escrow Fund. Concurrently with the sale and delivery of the 2020 Obligations the Issuer shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the Beginning Cash Balance and the Defeasance Securities described in Exhibit C attached hereto and incorporated by reference as a part of this Agreement for all purposes. The Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the Issuer in writing.

ARTICLE III  
CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. The Escrow Agent hereby creates on its books a special trust and irrevocable escrow fund to be known as the Central Texas Regional Mobility Authority 2020 Obligations Escrow Fund (the “Escrow Fund”), for the purpose of making firm banking arrangements for the payment of the principal of and interest on the Refunded Obligations described in Exhibit A. The Escrow Agent hereby agrees that upon receipt thereof it will deposit to the credit of the Escrow Fund the Beginning Cash Balance and the Defeasance Securities described in Exhibit C attached hereto. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Escrow Fund, (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (c) to the extent needed to pay the principal and interest requirements on the Refunded Obligations, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Obligations, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof. When the final transfers have been made for the payment of such principal of and interest on the Refunded Obligations, any balance then remaining in the Escrow Fund shall be transferred to the Issuer, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.02. Payment of Principal and Interest. The Escrow Agent is hereby irrevocably instructed to transfer, from the cash balances from time to time on deposit in the Escrow Fund, the amounts required to pay the principal of the Refunded Obligations at their respective maturity date or dates as of which such Refunded Obligations have been called for earlier redemption, and to pay interest thereon when due, in the amounts and at the times shown in Exhibit B attached hereto.

Section 3.03. Sufficiency of Escrow Fund. On the basis of a report delivered by \_\_\_\_\_, a nationally recognized accounting firm, a copy of which has been delivered to the Escrow Agent, the Issuer represents that the successive receipts of the principal of and interest on the Defeasance Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide moneys for transfer to each place of payment for the Refunded Obligations, at the times and in the amounts required to pay the interest on the Refunded Obligations as such interest comes due and the principal of the Refunded Obligations as such principal comes due, all as more fully set forth in Exhibit D attached hereto. Notice of any such insufficiency shall be given promptly to the Issuer as hereinafter provided. The Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund.

Section 3.04. Trust Fund. The Escrow Agent shall hold at all times the Escrow Fund, the Defeasance Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Defeasance Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Defeasance Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Refunded Obligations, and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Refunded Obligations shall be entitled to a preferred

claim and first lien upon the Defeasance Securities, the proceeds thereof, and all other assets of the Escrow Fund. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right or title with respect thereto except as a trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the Issuer or, except to the extent expressly herein provided, by a place of payment for the Refunded Obligations.

Section 3.05. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a pledge of direct noncallable obligations of, or noncallable obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

#### ARTICLE IV SUBSTITUTION OF DEFEASANCE SECURITIES

Section 4.01. In General. Except as provided in Section 4.02 and 4.03 hereof, the Escrow Agent shall not have any power or duty to make substitutions for the Defeasance Securities described in Exhibit C hereto, or to sell, transfer, or otherwise dispose of such Defeasance Securities.

Section 4.02. Substitution of Defeasance Securities at Bond Closing. Concurrently with the sale and delivery of the Bonds, the Issuer, at its option, may substitute cash or Defeasance Securities for the Defeasance Securities listed in part III of Exhibit C attached hereto, but only if such cash and/or Defeasance Securities:

(a) are in an amount, and/or mature in an amount, which, together with any cash substituted for such obligations, is equal to or greater than the amount payable on the maturity date of the obligation listed in part III of Exhibit C for which such obligation is substituted, and

(b) mature on or before the maturity date of the obligation listed in part III of Exhibit C for which such obligation is substituted.

The Issuer may at any time substitute the Defeasance Securities listed in part III of Exhibit C which, as permitted by the preceding sentence, were not deposited to the credit of the Escrow Fund, for the cash and/or obligations that were substituted concurrently with the sale and delivery of the Bonds for such Defeasance Securities, provided, that upon any such substitution the Escrow Agent receives (i) a new verification report from a firm of independent certified public accountants as to the sufficiency of the Defeasance Securities to provide for the payment of the Refunded Obligations (assuming such substitution has been made and assuming a zero percent reinvestment rate) and (ii) an opinion of bond counsel to the effect that such substitution shall not affect the tax-exempt status of interest on the Refunded Obligations or the Bonds.

Section 4.03. Substitution of Defeasance Securities following Bond Closing. At the written request of the Issuer, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Defeasance Securities and apply the proceeds therefrom to purchase Refunded Obligations or other Defeasance Securities. Any such transaction may be effected by the Escrow

Agent only if (1) the Escrow Agent shall have received a written opinion from a firm of independent certified public accountants that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon and assuming a zero percent reinvestment rate, to provide for the payment of principal of and interest on the remaining Refunded Obligations as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the Issuer and the Escrow Agent to the effect that (A) such transaction will not cause any of the Bonds to be an “arbitrage bond” within the meaning of the Code or otherwise adversely affect the tax-exempt status of the Refunded Obligations or the Bonds, and (B) that such transaction complies with the Constitution and laws of the State of Texas.

(a) The foregoing provisions of substitution notwithstanding, the Escrow Agent shall be under no obligation to effect the substitution of the Defeasance Securities in the manner contemplated by Subsection 4.03(a) if the Issuer fails to deliver or cause to be delivered to the Escrow Agent no later than three Business Days prior to the proposed date such substitution is to be effected a written certificate setting forth in reasonable detail the maturity dates and maturity amounts of the Defeasance Securities to be substituted and the proposed date such substitution is to occur.

Section 4.04. Allocation of Certain Defeasance Securities. The maturing principal of and interest on the Defeasance Securities may be applied to the payment of any Refunded Obligations and no allocation or segregation of the receipts of principal or interest from such Defeasance Securities is required.

Section 4.05. Arbitrage. The Issuer hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Defeasance Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Bonds or Refunded Obligations to be an “arbitrage bond” within the meaning of Section 148 of the Code.

## ARTICLE V APPLICATION OF CASH BALANCES

Section 5.01. In General. Except as provided in Sections 5.02 and 5.03 hereof, neither the Issuer nor the Escrow Agent shall reinvest any moneys deposited to or held as part of the Escrow Fund.

Section 5.02. Reinvestment in SLGS. Cash balances in the Escrow Fund shall be reinvested as set forth on Exhibit E attached hereto.

Section 5.03. Reinvestment of Cash Balances. At the written request of the Issuer, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall permit or cause the reinvestment of cash balances in the Escrow Fund, pending the use thereof to pay when due the principal of and interest on the Refunded Obligations, in Defeasance Securities which obligations must mature on or before the respective dates needed for payment of the Refunded Obligations. Any such modification must include (i) an opinion of nationally recognized bond

counsel that such transaction does not adversely affect the tax-exempt nature of the Bonds or the Refunded Obligations and complies with the Constitution and laws of the State of Texas and (ii) a verification report by a firm of independent certified public accountants verifying the sufficiency of the Escrow Fund and the yield on the investment thereof.

## ARTICLE VI RECORDS AND REPORTS

Section 6.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Defeasance Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Refunded Obligations.

Section 6.02. Reports. While this Agreement remains in effect, the Escrow Agent at least annually shall prepare and send to the Issuer a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Defeasance Securities and transfers from the Escrow Fund for payments on the Refunded Obligations or otherwise, together with a detailed statement of all Defeasance Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

Section 6.03. Notification. The Escrow Agent shall notify the Issuer immediately if at any time during the term of this Escrow Agreement it determines that the cash and Defeasance Securities in the Escrow Fund are not sufficient to provide for the timely payment of all interest on and principal of the Refunded Obligations, but the Escrow Agent shall not be responsible for any insufficiency of funds in the Escrow Fund.

## ARTICLE VII CONCERNING THE ESCROW AGENT

Section 7.01. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Refunded Obligations shall be limited to the proceeds of the Defeasance Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor any place of payment for the Refunded Obligations shall have any liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligors of the Defeasance Securities to make timely payment thereon, except for the obligation to notify the Issuer promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Bonds shall be taken as the statements of the Issuer and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the proceedings authorizing the Bonds or the Refunded Obligations and is not responsible for nor bound by any

of the provisions thereof (except as a place of payment or a paying agent/registrant therefor). In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

The Escrow Agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the Issuer thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable for any loss unless the same shall have been through its negligence or want of good faith.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own willful misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the Issuer or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the Issuer at any time. The Issuer and the Escrow Agent agree that the Escrow Agent shall have the right (but not the obligation) to file a bill of interpleader in any court of competent jurisdiction within the State of Texas to determine the rights of any person claiming any interest in this Agreement or the Escrow Fund, and the costs and expenses incurred by the Escrow Agent in connection therewith shall constitute extraordinary services payable by the Issuer in accordance with Section 7.03 hereof.

Section 7.03. Compensation. Concurrently with the sale and delivery of the Bonds, the Issuer shall pay to the Escrow Agent the sum of \$\_\_\_\_\_ the sufficiency of which is hereby acknowledged by the Escrow Agent to pay its fee for performing the services of Escrow Agent hereunder and for all expenses incurred or to be incurred by it as Escrow Agent in the administration of this Agreement. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder, the Issuer hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all reasonable expenses incurred by the Escrow Agent in performing such extraordinary services, and the Escrow Agent hereby agrees to look only to the Issuer for the payment of such fees and reimbursement of such expenses. The Escrow Agent, and in its capacity as paying agent for the

Refunded Obligations, hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(a) Upon receipt of the aforesaid specific sum stated in subsection (a) of this Section, the Escrow Agent shall acknowledge such receipt to the Issuer in writing.

Section 7.04. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as Escrow Agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event, the Issuer, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the Issuer within 60 days, a successor may be appointed by the owners of a majority in principal amount of the Refunded Obligations then outstanding by an instrument or instruments in writing filed with the Issuer, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Refunded Obligation, or the Escrow Agent, may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

(a) The Escrow Agent may at any time resign and be discharged from the trust hereby created by giving not less than 60 days' written notice to the Issuer; provided, that, no such resignation shall take effect unless: (i) a successor Escrow Agent shall have been appointed by the owners of the Refunded Obligations or by the Issuer as herein provided; (ii) such successor Escrow Agent shall have accepted such appointment; (iii) such successor Escrow Agent shall have agreed to accept the fees currently in effect for the Escrow; and (iv) such Escrow Agent shall have paid over to the successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder. Such resignation shall take effect immediately upon compliance with the foregoing requirements. The Escrow Agent, however, reserves the right to petition a court of competent jurisdiction to appoint a successor Escrow Agent.

(b) Any successor Escrow Agent shall be: (i) a corporation organized and doing business under the laws of the United States or the State of Texas; (ii) authorized under such laws to exercise corporate trust powers; (iii) have its principal office and place of business in the State of Texas; (iv) have a combined capital and surplus of at least \$5,000,000; (v) subject to the supervision or examination by Federal or State authority; and (vi) qualified to serve as Escrow Agent under the provisions of Chapter 1207.

(c) Any successor Escrow Agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder.

ARTICLE VIII  
MISCELLANEOUS

Section 8.01. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder, shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

|                         |   |
|-------------------------|---|
| To the Escrow Agent:    | Regions Bank<br>1717 St. James Place, Suite 500<br>Houston, Texas 77056<br>Attention: Corporate Trust   |
| To the Issuer:          | Central Texas Regional Mobility Authority<br>3300 N IH-35, Suite 300<br>Austin, Texas 78705<br>Attention: Chief Financial Officer                                     |
| To the Rating Agencies: | Moody's Investors Service, Inc.<br>99 Church Street<br>New York, New York 10007-2796<br>Standard & Poor's Rating Group<br>55 Water Street<br>New York, New York 10041 |

Receipt of delivery of courier service or the United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten (10) days prior notice thereof.

Section 8.02. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the Issuer, the owners of the Refunded Obligations or to any other person or persons in connection with this Agreement.

Section 8.03. Binding Agreement. This Agreement shall be binding upon the Issuer and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Refunded Obligations, the Issuer, the Escrow Agent and their respective successors and legal representatives.

Section 8.04. Severability. In case any one or more of the provisions contained in this Agreement 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 of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. In the event any one or more provisions hereof are held to be invalid, illegal or unenforceable the Issuer shall promptly notify each of the rating agencies then maintaining a rating on the Refunded Obligations.

Section 8.05. Texas Law Governs. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.



Section 8.06. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 8.07. Effective Date of Agreement. This Agreement shall be effective upon receipt by the Escrow Agent of the funds described in Exhibit C attached hereto and the Defeasance Securities, together with the specific sum stated in subsection (a) of Section 7.03 for Escrow Agent and paying agency fees, expenses, and services.

Section 8.08. Modification of Agreement. This Agreement shall be binding upon the Issuer and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Refunded Obligations, the Issuer, the Escrow Agent and their respective successors and legal representatives. Furthermore, no alteration, amendment or modification of any provision of this Agreement (1) shall alter the firm financial arrangements made for the payment of the Refunded Obligations or (2) shall be effective unless (i) prior written consent of such alteration, amendment or modification shall have been obtained from the holders of all Refunded Obligations outstanding at the time of such alteration, amendment or modification and (ii) such alteration, amendment or modification is in writing and signed by the parties hereto; provided, however, the Issuer and the Escrow Agent may, without the consent of holders of the Refunded Obligations, amend or modify the terms and provisions of this Agreement to cure in a manner not adverse to the holders of the Refunded Obligations any ambiguity, formal defect or omission in this Agreement. Prior notice of any such modification shall be given to each rating agency then maintaining a rating on the Refunded Obligations.

Section 8.09. No Boycott of Israel. The Escrow Agent represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law or regulation. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Escrow Agent understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

Section 8.10. Iran, Sudan and Foreign Terrorist Organizations. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2271.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law or

regulation and excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

ARTICLE IX  
REDEMPTION OF REFUNDED OBLIGATIONS

Section 9.01. Redemption of Refunded Obligations. The Issuer has irrevocably exercised its option to call the Refunded Obligations for redemption, prior to maturity, on the dates set forth on Exhibit A hereto, at a price of 100% of par plus accrued interest to, but not including, the date fixed for payment. Such redemption shall be carried out in accordance with the Master Indenture and the supplemental trust indenture pursuant to which each series of Refunded Obligations were issued. The Escrow Agent is hereby authorized to provide funds therefor as set forth in Section 3.02 hereof.

Section 9.02. Notice of Redemption. In its capacity as trustee under the Master Indenture, the Escrow Agent is hereby authorized and directed to give notice of defeasance and notice of redemption, as applicable, to the registered owners of the Refunded Obligations in the form and manner prescribed in the Master Indenture and the respective supplemental trust indenture pursuant to which the Refunded Obligations were issued. By its execution and delivery hereof, the Escrow Agent, as trustee under the Master Indenture, hereby acknowledges receipt of notice of redemption of the Refunded Obligations.

[Execution Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed in multiple counterparts, each one of which shall constitute one and the same original Agreement, as of the date and year appearing on the first page of this Agreement.

CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY

By: \_\_\_\_\_  
Authorized Officer

REGIONS BANK, as Escrow Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## INDEX TO EXHIBITS

|           |   |
|-----------|---|
| Exhibit A | Description of the Refunded Obligations                         |
| Exhibit B | Schedule of Debt Service on Refunded Obligations                |
| Exhibit C | Description of Beginning Cash Balance and Defeasance Securities |
| Exhibit D | Escrow Fund Cash Flow   |
| Exhibit E | Reinvestments in Zero Interest Rate SLGS                        |

EXHIBIT A  
**REFUNDED OBLIGATIONS**

**EXHIBIT B**

**SCHEDULE OF DEBT SERVICE ON REFUNDED OBLIGATIONS**

(See attached schedules)

EXHIBIT C

**DESCRIPTION OF BEGINNING CASH BALANCE AND DEFEASANCE SECURITIES**

I. Cash

\$\_\_\_\_\_

II. State and Local Government Series Obligations

\$\_\_\_\_\_

III. Open Market Securities

\$\_\_\_\_\_



EXHIBIT D

**ESCROW FUND CASH FLOW**

(See attached schedules)

EXHIBIT E

**REINVESTMENTS IN ZERO INTEREST RATE SLGS**

None



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 25, 2020  
**AGENDA ITEM #7**

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Discuss and consider approving an agreement  
with Hilltop Securities for financial advisory  
services

|                           |   |
|---------------------------|---|
| Strategic Plan Relevance: | Regional Mobility                                       |
| Department:               | Finance   |
| Contact:                  | Bill Chapman, CFO                                       |
| Associated Costs:         | Annual Retainer, Transaction Fees per the Agreement     |
| Funding Source:           | Various - General Fund, Project Funds, Operating Budget |
| Action Requested:         | Consider and act on draft resolution                    |

**Background** – In connection with the authorization, sale, issuance and delivery of debt financing required to fund new mobility projects and pay for the renewal and replacement of existing infrastructure, the Mobility Authority desires to retain an independent financial consultant to advise regarding these financial transactions. This consultant will also provide expert advice regarding all financial issues affecting the Mobility Authority such as ongoing investments, financial planning, continuing disclosure, arbitrage calculation, and operations and maintenance funding.

**Previous Actions** – On October 14, 2019, the Mobility Authority issued a Request for Proposals (RFP) for professional services related providing financial advisory services. Staff also sent the RFP directly to several local firms thought to be qualified to provide this service. On December 13, 2019, the Mobility Authority received 3 proposals in response to the RFP. The Mobility Authority evaluation committee reviewed the proposals and ranked the responding firms against the evaluation criteria provided in the RFP. On February 26, 2020 the Board selected the highest ranked responding firm, Hilltop Securities, and directed staff to negotiate a contract for these services and bring the contract to the Board for your consideration at the March 25<sup>th</sup> meeting.

**Action requested/Staff Recommendation -**

This item provides for the approval of the contract to provide independent financial consultant advice regarding the authorization, sale, issuance and delivery of debt financing required to fund new mobility projects and pay for the renewal and replacement of existing infrastructure. The consultant will also provide expert advice regarding all financial issues affecting the Mobility Authority such as ongoing investments, financial planning, continuing disclosure, arbitrage calculation, and operations and maintenance funding. The Agreement shall become effective as of the date executed by the CTRMA and, unless terminated by either party pursuant to the Agreement, shall remain in effect until December 31, 2025. Unless the Financial Advisor or CTRMA shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that the Agreement will not be renewed, the Agreement will be automatically renewed on the fifth anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year period subject to terminate at any time pursuant to the Agreement. Staff recommends approval of this item.

**Funding -** Various - General Fund, Project Funds, Operating Budgets

Backup Provided:                      Draft Resolution  
   Draft Financial Advisory Services Contract

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

**RESOLUTION NO. 20-0XX**

**APPROVING AN AGREEMENT WITH HILLTOP SECURITIES  
FOR FINANCIAL ADVISORY SERVICES**

WHEREAS, the Mobility Authority desires to obtain financial advisory services to advise the Mobility Authority on financial matters; and

WHEREAS, following a procurement conducted by the Executive Director, the Board of Directors, by Resolution No. 20-010 dated February 26, 2020, took the following actions: (i) approved the selection of Hilltop Securities to provide financial advisory services to the Mobility Authority, (ii) authorized the Executive Director to negotiate a financial services agreement with Hilltop Securities, and (iii) directed the Executive Director to present the proposed contract to the Board for its approval; and

WHEREAS, the Executive Director and Hilltop Securities have negotiated an agreement for financial advisory services; and

WHEREAS, the Executive Director recommends approving an agreement with Hilltop Securities for financial advisory services in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed agreement with Hilltop Securities for financial advisory services and authorizes the Executive Director to execute the proposed agreement in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of March 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

---

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

**Exhibit A**

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY  
AGREEMENT FOR  
FINANCIAL ADVISORY SERVICES**

**THIS AGREEMENT** for Financial Advisory Services (the "Agreement") is made and entered into by and between the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, hereinafter referred to as the "Mobility Authority", and Hilltop Securities Inc., hereinafter referred to as the "Financial Advisor", effective as of the date executed by the Mobility Authority as set forth on the signature page hereof.

**WITNESSETH:**

**WHEREAS**, the Mobility Authority will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, the Mobility Authority desires to retain an independent financial advisor; and

**WHEREAS**, the Mobility Authority desires to obtain the professional services of the Financial Advisor to advise the Mobility Authority regarding financial issues affecting the Mobility Authority and its operations and regarding the issuance and sale of all evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Mobility Authority (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective; and

**WHEREAS**, the Mobility Authority issued a request for proposals ("RFP") to solicit proposals from firms interested in providing financial advisory services and Financial Advisor was among the respondents; and

**WHEREAS**, based on the representations and experience reflected in the response to the RFP submitted by Financial Advisor, the Mobility Authority Board of Directors selected Financial Advisor as the best qualified firm to provide it with financial advisory services; and

**WHEREAS**, the Financial Advisor is willing to provide its services as financial advisor for the Mobility Authority, subject to the terms of this Agreement.

**NOW, THEREFORE**, the Mobility Authority and the Financial Advisor, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

**SECTION I  
DESCRIPTION OF SERVICES**

Upon the request of an authorized representative of the Mobility Authority, the Financial Advisor agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the Mobility Authority agrees to pay to the Financial

Advisor the compensation as provided in Section V hereof.

A. Financial Planning. At the direction of Mobility Authority, the Financial Advisor shall:

1. Survey and Analysis. Conduct a survey of the financial resources of the Mobility Authority to determine the extent of its capacity to authorize, issue and service any Debt Instruments contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service. In the event revenues of existing or projected facilities operated by the Mobility Authority are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed toll rate or other user fee increases and additional revenues, as reasonably projected by consulting engineers employed by the Mobility Authority, resulting from improvements to be financed by the Debt Instruments under consideration.

2. Future Financings. Consider and analyze future financing needs as projected by the Mobility Authority's staff and consulting engineers or other experts, if any, employed by the Mobility Authority.

3. Recommendations for Debt Instruments. On the basis of the information developed by the survey described above, the Financial Advisor's experience, and other information available, submit to the Mobility Authority recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the Mobility Authority. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the Mobility Authority, including the lowest interest cost consistent with all other considerations.

4. Market Information. Advise the Mobility Authority of current bond market conditions, other related forthcoming bond issues, and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.

B. Debt Management and Financial Implementation. At the direction of the Mobility Authority, the Financial Advisor shall:

1. Method of Sale. Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

a) If the Debt Instruments are to be sold by an advertised competitive sale, the Financial Advisor will:

(1) Supervise the sale of Debt Instruments;



(2) Assist the Mobility Authority in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and

(3) Advise the Mobility Authority regarding the best bid and provide advice regarding acceptance or rejection of the bids.

b) If the Debt Instruments are to be sold by negotiated sale, the Financial Advisor will:

(1) Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. The Financial Advisor will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriter's agreement, and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Mobility Authority's agreement with the underwriters, but shall not be or become an obligation of the Financial Advisor, except to the extent specifically provided otherwise in this Agreement or assumed in writing by the Financial Advisor.

(2) Provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market.

(3) Advise the Mobility Authority as to the fairness of the price offered by the underwriters.

2. Offering Documents. Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the Mobility Authority for examination, approval and certification. After such examination, approval and certification, the Financial Advisor shall provide the Mobility Authority with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective purchasers of the Debt Instruments. Also, the Financial Advisor shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.

3. Credit Ratings. When directed by the Mobility Authority, coordinate the preparation of such information as may be appropriate for submission to a rating agency, or agencies. In those cases where the advisability of personal presentation of information to a rating agency, or agencies, may be indicated, the Financial Advisor will arrange for such personal presentations, utilizing such composition of representatives from the Mobility Authority as may be finally approved or directed by the Mobility Authority.

4. Trustee, Paying Agent, Registrar. Upon request, advise the Mobility Authority in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.

5. Financial Publications. When appropriate, advise financial publications of the forthcoming

sale of the Debt Instruments and provide them with all pertinent information.

6. Consultants. After consulting with and receiving directions from the Mobility Authority, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.

7. Auditors. In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required and upon receipt of authorization from the Mobility Authority, make arrangements for such services.

8. Mobility Authority Meetings. When requested, attend meetings of the Mobility Authority board of directors, its committees, staff meetings, and other meetings pertaining to the business of the Mobility Authority.

9. Printing. To the extent authorized by the Mobility Authority, coordinate all work incident to printing of the offering documents and the Debt Instruments.

10. Legal Counsel. Coordinate with general counsel and bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of Debt Instruments provided that the Financial Advisor shall not authorize or direct any legal counsel to undertake any work without approval of the Mobility Authority.

11. Changes in Laws. Provide to the Mobility Authority copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which the Financial Advisor becomes aware in the ordinary course of its business, it being understood that the Financial Advisor does not and may not act as an attorney for, or provide legal advice or services to the Mobility Authority.

12. Delivery of Debt Instruments. As soon as a bid or purchase agreement for the Debt Instruments is accepted by the Mobility Authority, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the Mobility Authority in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.

13. Debt Service Schedule: Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the Mobility Authority a schedule of annual debt service requirements for the Debt Instruments and in coordination with bond counsel, assure that the paying agent/registrars and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

## **SECTION II OTHER AVAILABLE SERVICES**

In addition to the services set forth and described in Section I herein above, the Financial Advisor agrees to make available to the Mobility Authority the following services, when so requested by the Mobility Authority and subject to the agreement by the Mobility Authority and the Financial Advisor regarding the compensation, if any, to be paid for such services, it being understood and agreed that the services set forth in this Section II shall require further agreement as to the compensation to be received by the Financial

Advisor, if any, for such services:

1. Exercising Calls and Refunding. Provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.
2. Capital Improvements Programs. Provide advice and assistance in the development of any capital improvements programs of the Mobility Authority.
3. Long-Range Planning. Provide advice and assistance in the development of other long-range financing plans of the Mobility Authority.
4. Post-Sale Services. Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the Mobility Authority, bond counsel, auditors and other experts and consultants retained by the Mobility Authority and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.
5. SEC Rule Compliance. Advise and assist the Mobility Authority in complying with and preparing continuing disclosure of financial information and operating data pursuant to all Securities and Exchange Commission (“SEC”) rules.

### **SECTION III TERM OF AGREEMENT**

This Agreement shall become effective as of the date executed by the Mobility Authority as set forth on the signature page hereof and, unless terminated by either party pursuant to Section IV of this Agreement, shall remain in effect for five (5) years therefrom. The term of this Agreement may be extended for two (2) additional years pursuant to the agreement of the parties and approval of the extension by the Mobility Authority’s Board of Directors.

### **SECTION IV TERMINATION**

This Agreement may be terminated with or without cause by the Financial Advisor or the Mobility Authority upon the giving of at least thirty (30) days' prior written notice to the Financial Advisor of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the undisputed amounts due the Financial Advisor for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

### **SECTION V COMPENSATION AND EXPENSE REIMBURSEMENT**

The fees due to the Financial Advisor for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt Instruments during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between the Mobility Authority and the

Financial Advisor, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which the Financial Advisor is entitled to reimbursement, shall become due and payable concurrently with the receipt of consideration for the Debt Instruments from the purchaser.

Payments due to the Financial Advisor shall be made to:

Hilltop Securities, Inc.  
1201 Elm Street  
Suite 3500  
Dallas, Texas 75270

## **SECTION VI COVENANTS OF THE PARTIES**

1. Covenants of Mobility Authority. Upon reasonable request from Financial Advisor, the Mobility Authority will provide or cause to be provided to Financial Advisor information relating to the Mobility Authority relating to matters necessary for Financial Advisor to perform its duties hereunder. The Mobility Authority acknowledges that Financial Advisor shall be entitled to reasonably rely upon the accuracy of such information provided by or on behalf of the Mobility Authority, provided that Financial Advisor shall review and assess the accuracy of such information and shall not be entitled to rely on information that is not within the scope of Financial Advisor's expertise and which Financial Advisor knows, or has reason to know, is inaccurate or requires further investigation.

2. Covenants of Financial Advisor. Financial Advisor covenants as follows:

- a) Financial Advisor will not submit a bid, either independently or as a member of a syndicate, for any issues of Debt Instruments sold at a negotiated sale, competitive sale, or any other type of sale during the term of this Agreement.
- b) All information provided to Financial Advisor by the Mobility Authority shall be used and disseminated only for the purpose of providing the professional services described herein. Financial Advisor shall not disseminate or disclose any information which the Mobility Authority has identified as confidential or proprietary or which Financial Advisor otherwise has constructive or actual knowledge is confidential or proprietary. Financial Advisor shall obtain confidentiality agreements, reasonably acceptable to the Mobility Authority, from all subcontractors, agents, or consultants providing services to the Mobility Authority in connection with this Agreement.
- c) Financial Advisor will promptly notify the Mobility Authority of (1) any material adverse change in Financial Advisor's financial condition, business, or operations, (ii) any regulatory proceeding, investigation, inquiry, or action, including without limitation those initiated by the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, or any other federal, state, or local regulatory authority, to the extent such regulatory actions are known to Financial Advisor and such disclosure of any proceeding, investigation, inquiry or action is material and allowed by law and (iii) any claim asserted against Financial Advisor in which an adverse decision could have a material adverse effect, including, without limitation,

Financial Advisor's financial condition, business operations, or commercial standing and reputation.

- d) Financial Advisor will furnish to the Mobility Authority (i) any information that the Mobility Authority may from time to time reasonably request concerning the Financial Advisor's compliance with any covenant, provision or condition of this Agreement or any matter in connection with the Financial Advisor's business and operations which the Mobility Authority has a reasonable basis for believing will have a material adverse impact on the ability of Financial Advisor to perform its duties pursuant to this Agreement, and (ii) all evidence that the Mobility Authority may from time to time request as to the continuing accuracy and validity of, or compliance with, all representations, warranties, and covenants made by Financial Advisor in this Agreement, and the satisfaction of all conditions contained herein.
- e) Financial Advisor shall conduct its business and affairs in compliance with all laws, regulations and orders applicable to Financial Advisor (including, without limitation, those related to securities laws). In performing the services described under this Agreement, Financial Advisor acknowledges that it holds a position of trust and confidence with the Mobility Authority; that it owes a fiduciary obligation to the Mobility Authority; that the Mobility Authority will be relying on the superior expertise of Financial Advisor; and that Financial Advisor shall perform all of its obligations in accordance with the highest professional standards and in furtherance of the Mobility Authority's best interests. Financial Advisor shall use its best efforts so as not to permit any conflict of interest to occur with respect to its performance under this Agreement and its obligations under any other agreement or to any other party. Financial Advisor shall advise the Mobility Authority of any potential conflict of interest prior to performing any work or accepting any engagement which would result in such a conflict, and Financial Advisor shall notify the Mobility Authority immediately upon discovering or becoming aware that any previously performed (since the date of this Agreement), existing, or ongoing work may create or result in, a conflict of interest. Specifically, and without limiting the foregoing, Financial Advisor shall advise the Mobility Authority of work that Financial Advisor is performing for the Texas Department of Transportation ("TxDOT"), or of any contractual relationship Financial Advisor has with TxDOT, at such time that the Mobility Authority is considering or negotiating potential financial transactions involving loans, grants, or credit guarantees from TxDOT. If the Mobility Authority, in its sole judgment, determines that an actual or potential conflict of interest could adversely affect the performance or delivery of the financial advisory services to be provided by Financial Advisor, the Mobility Authority may terminate this Agreement upon written notice to Financial Advisor as provided for in Section IV. Upon such termination, any indemnification obligations resulting from or related to acts, occurrences, or admissions prior to termination shall survive. Nothing in this section or in any other provision of this Agreement shall be construed as a waiver of the Mobility Authority's right to seek damages or other redress as a result of, or related to, any actual or potential conflict of interest. For purposes of this Agreement, the phrase "conflict of interest" means a situation in which the business or economic interest of a Financial Advisor client other than the Mobility Authority is opposed to, inconsistent with, or would suggest a course of action contrary to, the best

interests of the Mobility Authority.

- f) Upon request by the Mobility Authority, Financial Advisor will furnish a copy of any report that may adversely impact the ability of Financial Advisor to perform its duties pursuant to this Agreement (including, without limitation, reports on Forms 8-K, 10-Q and 10-K), proxy statement, or other filing made by Financial Advisor with the Securities and Exchange Commission, any states' securities agency, or any national stock exchange or quotation system.
- g) FINANCIAL ADVISOR SHALL INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONSULTANTS FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSON WHOMSOEVER, ARISING FROM FINANCIAL ADVISOR'S WRONGFUL ACTS OR NEGLIGENCE IN THE PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT, PROVIDED THAT SUCH CLAIMS, COSTS, OR LIABILITIES ARE NOT ATTRIBUTABLE SOLELY TO THE MOBILITY AUTHORITY'S WRONGFUL ACTS OR NEGLIGENCE. IN THE EVENT THAT SUCH CLAIMS, COSTS, OR LIABILITIES ARE ATTRIBUTABLE IN PART TO THE MOBILITY AUTHORITY'S NEGLIGENCE AND IN PART TO THE WRONGFUL ACTS OR NEGLIGENCE OF FINANCIAL ADVISOR, FINANCIAL ADVISOR'S INDEMNIFICATION PROVIDED UNDER THIS SECTION VI SHALL BE LIMITED TO THE PERCENTAGE OF FAULT FAIRLY ATTRIBUTABLE TO FINANCIAL ADVISOR. FINANCIAL ADVISOR'S INDEMNIFICATION UNDER THIS SECTION VI SHALL INCLUDE ANY AND ALL EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS, OR LIABILITIES.

## **SECTION VII MISCELLANEOUS**

1. Choice of Law, Venue. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Travis County, Texas, for all disputes.

2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Mobility Authority and the Financial Advisor, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

3. The Mobility Authority and the Financial Advisor intend that the Financial Advisor relationship to the Mobility Authority and the relationship of each director, officer, employee, or agent of Financial Advisor shall be that of an independent contractor. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the Mobility Authority and Financial Advisor or their respective successors or assigns. Neither Financial Advisor nor any of its directors, officer, employees or agents of Financial Advisor shall ever be considered to be an employee of the Mobility Authority.

4. Notices. Any notices provided under this Agreement must be sent to:

**Financial Advisor:**

Hilltop Securities, Inc.  
Attn: Richard Ramirez  
2700 Via Fortuna, Suite 2700  
Austin, Texas 78247

**Mobility Authority:**

Central Texas Regional Mobility Authority  
Attn: Bill Chapman, CFO  
3300 N. IH-35, Suite 300  
Austin, Texas 78705

5. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

**CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY**

By: \_\_\_\_\_  
Mike Heiligenstein  
Executive Director

Date: \_\_\_\_\_

**HILLTOP SECURITIES, INC.**

By: \_\_\_\_\_  
Richard Ramirez  
Regional Managing Director

Date: \_\_\_\_\_

## APPENDIX A

The Financial Advisor will be paid a \$216,000.00 annual retainer, payable monthly in equal monthly installments of \$18,000.00 each, and payable on the 15th of each month thereafter while this Agreement is in effect. Unless agreed to otherwise by the Mobility Authority, upon closing of a debt issuance, 50% of any monthly retainer amounts paid to the Financial Advisor during the previous 120 days shall be deducted from the transaction fees.

The transaction fees due the Financial Advisor will not exceed those contained in our fee schedule as listed below.

|                                 |                                      |                                   |
|---------------------------------|--------------------------------------|-----------------------------------|
| First \$5.00 per \$ 1,000 up to | \$5,000,000 or a total of \$25,000   | for \$5,000,000 Debt Instruments  |
| Plus \$4.00 per \$1,000 next    | \$15,000,000 or a total of \$85,000  | for \$20,000,000 Debt Instruments |
| Plus \$3.00 per \$1,000 next    | \$20,000,000 or a total of \$145,000 | for \$40,000,000 Debt Instruments |
| Plus \$2.00 per \$1,000 next    | \$10,000,000 or a total of \$165,000 | for \$50,000,000 Debt Instruments |
| Plus \$1.00 per \$1,000 next    | \$25,000,000 or a total of \$190,000 | for \$75,000,000 Debt Instruments |
| Plus \$0.75 per \$1,000 over    | \$75,000,000 Debt Instruments        |                                   |

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specific direction of the Mobility Authority.

*The payment of transaction fees for financial advisory services described in Section I of this Agreement shall be contingent upon the delivery of Debt Instruments and shall be due at the time that Debt Instruments are delivered. The payment of charges for services described in Section II of the foregoing Agreement shall be due and payable in accordance with the mutual agreement therefor between the Financial Advisor and the Mobility Authority, which agreement must be entered into prior to the rendition of services for which payment is requested.*

The Mobility Authority shall be responsible for the following expenses, if and when applicable, whether they are charged to the Mobility Authority directly as expenses or charged to the Mobility Authority by the Financial Advisor as reimbursable expenses:

- Bond counsel
- Bond printing
- Bond ratings
- Credit enhancement
- CPA fees for refunding
- Official statement preparation and printing
- Paying agent/registrar/trustee



Travel expenses for authorized travel  
Underwriter and underwriter's counsel  
Miscellaneous, including copy, delivery, and phone charges



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 25, 2020  
**AGENDA ITEM #8**

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Discuss and consider approving Amendment No. 1 to the contract with RS&H, Inc. to increase the contract value to extend construction inspection services for the 183 South Project

|                           |  |
|---------------------------|--|
| Strategic Plan Relevance: | Regional Mobility                          |
| Department:               | Engineering                                |
| Contact:                  | Justin Word, P.E., Director of Engineering |
| Associated Costs:         | \$3,600,000                                |
| Funding Source:           | Project Funds                              |
| Action Requested:         | Consider and act on draft resolution       |

**Project Description/Background** – RS&H, Inc. has served as the Mobility Authority’s construction inspection firm for the 183 South Project since 2016. RS&H, Inc. was procured through a qualifications-based selection conducted in accordance with the Professional Services Procurement Act. RS&H Inc. has provided approximately 13 direct employees and 7 other sub-consultant employees providing inspection expertise for earthwork, roadway, structures, and traffic control activities for the Project. The executed contract included a not-to-exceed value of \$18,000,000, an amount originally contemplated to complete inspection services for the project duration through November 2019. Due to a number of factors, the Design/Build Contractor does not expect to complete the Project until late 2020. The Mobility Authority requires construction inspection services through the completion of the Project currently scheduled in December 2020. The contract amount originally established for RS&H, Inc. did not contemplate this extended duration of services (from November 2019 through late 2020).

**Previous Actions/Brief History of the Project/Program** – The Mobility Authority entered into a contract with RS&H Inc. in December 2015 and issued a Notice to Proceed to RS&H

Inc. on December 28, 2015. RS&H Inc. has provided construction inspection services from December 2015 to present. The original not-to-exceed contract value was \$18,000,000 and was anticipated to cover construction inspection services through November 2019. An addendum to the original contract is required to increase the not-to-exceed contract amount to \$21,600,000 to extend construction inspection services on the 183 South Project to December 2020, the scheduled completion of the Project.

**Action requested/Staff Recommendation -**

Staff recommends approval of this item, proposed Amendment No. 1 to the original contract, which will provide an additional not to exceed fee of \$3,600,000 to extend construction inspection services on the 183 South Project through the scheduled completion of the Project in December 2020.

**Funding -** Project Funds

**Backup Provided:**

Draft Resolution  
Amendment to Contract

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

**RESOLUTION NO. 20-0XX**

**APPROVING AMENDMENT NO. 1 TO THE CONTRACT WITH RS&H, INC.  
FOR CONSTRUCTION INSPECTION SERVICES FOR  
THE 183 SOUTH (BERGSTROM EXPRESSWAY) PROJECT**

WHEREAS, by Resolution No. 15-060, dated September 30, 2015, the Board of Directors awarded a professional services contract to RS&H Inc. for construction inspection services for the 183 South (Bergstrom Expressway) Project in an amount not to exceed \$18,000,000; and

WHEREAS, the original contract with RS&H, Inc. contemplated construction inspection services to be provided through November 30, 2019; and

WHEREAS, the Mobility Authority requires construction inspection services through the completion of the 183 South (Bergstrom Expressway) Project which is currently expected to be substantially completed in late 2020; and

WHEREAS, the Executive Director and RS&H Inc. have negotiated Amendment No. 1 to increase the contract value by \$3,600,000 for a total amount not to exceed of \$21,600,000 to extend the construction inspection services for the 183 South (Bergstrom Expressway) Project through December 31, 2020; and

WHEREAS, the Executive Director recommends approving Amendment No. 1 to the contract with RS&H Inc. for construction inspection services for the 183 South (Bergstrom Expressway) Project in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves Amendment No. 1 to the contract with RS&H Inc. for construction inspection services for the 183 South (Bergstrom Expressway) Project to increase the contract value by \$3,600,000 for a total amount not to exceed of \$21,600,000, and authorizes the Executive Director to finalize and execute proposed Amendment No. 1 in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of March 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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

**Exhibit A**

**First Amendment To  
Agreement for Construction Inspection Services  
Between  
Central Texas Regional Mobility Authority  
and  
RS&H, Inc.**

This First Amendment to the Agreement between Central Texas Regional Mobility Authority (“Mobility Authority”) and RS&H, Inc., (“Engineer”) effective December 15, 2015 is made effective March 25, 2020 and is for the purpose of amending Article 2, Subsection A of the Agreement.

The Mobility Authority and Engineer hereby agree that Article 2, Subsection A of the Agreement is amended to read in its entirety as follows:

**ARTICLE 2  
COMPENSATION**

Compensation for the Engineer’s Services and other aspects of the mutual obligations concerning the Engineer’s Services and payment therefore are as follows:

**A. Maximum Compensation.** The maximum payment by the Mobility Authority for the Services provided under this Contract and associated Work Authorizations (including compensation to the Engineer and reimbursable expenses) may not exceed \$21,600,000.

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

CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

RS&H, INC.

By: \_\_\_\_\_  
Mike Heiligenstein  
Executive Director

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RS&H, Inc.**  
Construction Inspection Services  
CTRMA - 183 South  
Backup to Amendment No. 1

**Current Contract Value \$ 18,000,000.00**  
**Proposed Amendment No. 1 \$ 3,600,000.00**

Previous Work Authorizations:

|                        |          |
|------------------------|----------|
| \$ 1,138,086.00        | WA1      |
| \$ 14,861,860.00       | WA2      |
| <u>\$ 2,000,015.49</u> | SWA(WA2) |
| \$ 17,999,961.49       |          |

Proposed Work Authorization:

\$ 3,599,432.21

**Amendment #1 Value \$ 21,599,393.70**

CTRMA: 183 S Construction Inspection Services  
 Prime Consultant: RS&H, Inc.  
 Range of Labor Rates

**RANGE OF LABOR RATES**

|                                    | 2015     |           |          | Average Rates |           |           |           |           |           |
|------------------------------------|----------|-----------|----------|---------------|-----------|-----------|-----------|-----------|-----------|
|                                    | Low      | High      | Avg      | 2016          | 2017      | 2018      | 2019      | 2020      | 2021      |
| <b>Project Officer</b>             | \$ 77.62 | \$ 111.83 | \$ 94.73 | \$ 97.57      | \$ 100.49 | \$ 103.51 | \$ 106.61 | \$ 109.81 | \$ 113.11 |
| <b>Project Manager</b>             | \$ 69.75 | \$ 84.56  | \$ 77.16 | \$ 79.47      | \$ 81.85  | \$ 84.31  | \$ 86.84  | \$ 89.44  | \$ 92.13  |
| <b>Record Keeper/ Auditor</b>      | \$ 38.00 | \$ 39.52  | \$ 38.76 | \$ 39.92      | \$ 41.12  | \$ 42.35  | \$ 43.62  | \$ 44.93  | \$ 46.28  |
| <b>Administrative Assistant II</b> | \$ 14.58 | \$ 19.50  | \$ 17.04 | \$ 17.55      | \$ 18.08  | \$ 18.62  | \$ 19.18  | \$ 19.75  | \$ 20.35  |
| <b>Chief Inspector</b>             | \$ 42.00 | \$ 43.50  | \$ 42.75 | \$ 44.03      | \$ 45.35  | \$ 46.71  | \$ 48.12  | \$ 49.56  | \$ 51.05  |
| <b>Senior Inspector</b>            | \$ 33.50 | \$ 41.50  | \$ 37.50 | \$ 38.63      | \$ 39.78  | \$ 40.98  | \$ 42.21  | \$ 43.47  | \$ 44.78  |
| <b>Inspector</b>                   | \$ 25.00 | \$ 33.50  | \$ 29.25 | \$ 30.13      | \$ 31.03  | \$ 31.96  | \$ 32.92  | \$ 33.91  | \$ 34.93  |

Notes:

- 1.) An average rate was USED for each position in development of the fee schedule
- 2.) A 3% annual rate increase was assessed for each positon.



**RS&H, Inc.**  
Cost Proposal to Provide Construction Inspection Services  
CTRMA - 183 South Amendment No. 1

Work Authorization No. 3 (2020)

**Labor Summary**

|                 |                     |
|-----------------|---------------------|
| RS&H \$         | 2,380,470           |
| K Friese \$     | 617,005             |
| Gsylva \$       | 353,407             |
| <b>TOTAL \$</b> | <b>3,350,882.21</b> |

**Direct Expenses**

|                 |                |
|-----------------|----------------|
| RS&H \$         | 177,450        |
| K Friese \$     | 47,400         |
| Gsylva \$       | 23,700         |
| <b>TOTAL \$</b> | <b>248,550</b> |

**Maximum Not to Exceed** \$ 3,599,432

CTRMA: 183 S Construction Inspection Services  
 Prime Consultant: RS&H, Inc.  
 LABOR ESTIMATE: Amendment #1; WA#3

| Oversight Staff                                 |     | 2020        |      |      |      |      |      |      |      |      |      | 2021 |      |      | Reg Hours<br>(165<br>Hrs/MO) | OT Hours<br>(25%) | Total<br>Hours | Avg.<br>Rate | OH    | Profit   | Multiplier | Burdened<br>Hourly Rate | Total Labor |           |               |                 |
|---|-----|-------------|------|------|------|------|------|------|------|------|------|------|------|------|------------------------------|-------------------|----------------|--------------|-------|----------|------------|-------------------------|-------------|-----------|---------------|-----------------|
|   |     | May         | Jun  | Jul  | Aug  | Sep  | Oct  | Nov  | Dec  | Jan  | Feb  | Mar  |      |      |                              |                   |                |              |       |          |            |                         |             |           |               |                 |
| <b>TASK 1 -Construction Inspection Services</b> |     | <b>FIRM</b> |      |      |      |      |      |      |      |      |      |      |      |      |                              |                   |                |              |       |          |            |                         |             |           |               |                 |
| <b>Project Management</b>                       |     |             |      |      |      |      |      |      |      |      |      |      |      |      |                              |                   |                |              |       |          |            |                         |             |           |               |                 |
| Project Manager                                 | RSH | 0.05        | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05                         | 0.05              | 91             |              | 91    | \$ 86.84 | 1.74       | 0.12                    | 3.06        | \$ 266.07 | \$ 24,146.05  |                 |
| Administrative Assistant                        | RSH | 0.10        | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10                         | 0.10              | 182            |              | 182   | \$ 19.18 | 1.74       | 0.12                    | 3.06        | \$ 58.76  | \$ 10,665.51  |                 |
| <b>Field Inspection</b>                         |     |             |      |      |      |      |      |      |      |      |      |      |      |      |                              |                   |                |              |       |          |            |                         |             |           |               |                 |
| <b>Roadway</b>                                  |     |             |      |      |      |      |      |      |      |      |      |      |      |      |                              |                   |                |              |       |          |            |                         |             |           |               |                 |
| Roadway Lead                                    | RSH | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00                         | 1.00              | 1568           | 392          | 1,959 | \$ 48.96 | 1.26       | 0.12                    | 2.53        | \$ 124.10 | \$ 243,153.62 |                 |
| Sr. Inspector                                   | RSH | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00                         | 1.00              | 1733           | 433          | 2,166 | \$ 37.00 | 1.26       | 0.12                    | 2.53        | \$ 93.78  | \$ 203,098.51 |                 |
| Sr. Inspector                                   | RSH | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00                         | 1.00              | 1733           | 433          | 2,166 | \$ 36.78 | 1.26       | 0.12                    | 2.53        | \$ 93.23  | \$ 201,890.90 |                 |
| Sr. Inspector                                   | RSH | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00                         | 1.00              | 1733           | 433          | 2,166 | \$ 34.10 | 1.26       | 0.12                    | 2.53        | \$ 86.43  | \$ 187,179.98 |                 |
| Inspector                                       | RSH | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.25 |      |      |                              |                   | 1444           | 361          | 1,805 | \$ 19.50 | 1.26       | 0.12                    | 2.53        | \$ 49.43  | \$ 89,198.67  |                 |
| Inspector                                       | RSH | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |      |      |                              |                   | 1568           | 392          | 1,959 | \$ 27.00 | 1.26       | 0.12                    | 2.53        | \$ 68.44  | \$ 134,092.07 |                 |
| Inspector                                       | RSH | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |      |      |      |                              |                   | 1403           | 351          | 1,753 | \$ 29.01 | 1.26       | 0.12                    | 2.53        | \$ 73.53  | \$ 128,908.74 |                 |
| Sr. Inspector                                   | KFA | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |      |      |      |      |                              |                   | 1238           | 309          | 1,547 | \$ 37.22 | 1.33       | 0.12                    | 2.60        | \$ 96.94  | \$ 149,950.28 |                 |
| Sr. Inspector                                   | KFA | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |      |      |      |      |                              |                   | 1238           | 309          | 1,547 | \$ 39.32 | 1.33       | 0.12                    | 2.60        | \$ 102.41 | \$ 158,410.67 |                 |
| Sr. Inspector                                   | KFA | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |      |      |      |      |                              |                   | 1238           | 309          | 1,547 | \$ 41.00 | 1.33       | 0.12                    | 2.60        | \$ 106.78 | \$ 165,178.98 |                 |
| Sr. Inspector                                   | GS  | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |      |      |      |      |                              |                   | 1238           | 309          | 1,547 | \$ 40.00 | 1.45       | 0.12                    | 2.74        | \$ 109.76 | \$ 169,785.00 |                 |
| <b>Structural</b>                               |     |             |      |      |      |      |      |      |      |      |      |      |      |      |                              |                   |                |              |       |          |            |                         |             |           |               |                 |
| Structures Lead                                 | RSH | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |      |      |      |      |                              |                   | 1403           | 351          | 1,753 | \$ 48.96 | 1.26       | 0.12                    | 2.53        | \$ 124.10 | \$ 217,558.50 |                 |
| Sr. Inspector                                   | RSH | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |      |      |                              |                   | 1568           | 392          | 1,959 | \$ 39.16 | 1.26       | 0.12                    | 2.53        | \$ 99.26  | \$ 194,483.16 |                 |
| Inspector                                       | RSH | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |      |      |      |                              |                   | 1403           | 351          | 1,753 | \$ 38.50 | 1.26       | 0.12                    | 2.53        | \$ 97.58  | \$ 171,078.48 |                 |
| Inspector                                       | RSH | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |      |      |      |                              |                   | 1403           | 351          | 1,753 | \$ 27.00 | 1.26       | 0.12                    | 2.53        | \$ 68.44  | \$ 119,977.11 |                 |
| Inspector                                       | RSH | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |      |      |      |      |                              |                   | 1238           | 309          | 1,547 | \$ 30.00 | 1.26       | 0.12                    | 2.53        | \$ 76.04  | \$ 117,624.62 |                 |
| Inspector                                       | RSH | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |      |      |      |      |                              |                   | 1238           | 309          | 1,547 | \$ 30.00 | 1.26       | 0.12                    | 2.53        | \$ 76.04  | \$ 117,624.62 |                 |
| Sr. Inspector                                   | KFA | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |      |      |      |      |                              |                   | 1238           | 309          | 1,547 | \$ 35.54 | 1.33       | 0.12                    | 2.61        | \$ 92.75  | \$ 143,465.21 |                 |
| Sr. Inspector                                   | GS  | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |      |      |      |      |                              |                   | 1238           | 309          | 1,547 | \$ 43.26 | 1.45       | 0.12                    | 2.74        | \$ 118.71 | \$ 183,622.48 |                 |
| <b>Traffic Control and Misc.</b>                |     |             |      |      |      |      |      |      |      |      |      |      |      |      |                              |                   |                |              |       |          |            |                         |             |           |               |                 |
| Traffic Control Lead                            | RSH | 0.50        | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.50 |      |      |                              |                   | 1485           | 371          | 1,856 | \$ 46.71 | 1.26       | 0.12                    | 2.53        | \$ 118.40 | \$ 219,789.04 |                 |
| <b>FTE (Full Time Equivalent)</b>               |     |             | 10   | 20   | 20   | 20   | 20   | 20   | 20   | 20   | 12   | 7    |      |      |                              |                   |                |              |       |          |            |                         |             |           | TOTAL Labor   | \$ 3,350,882.21 |

| TOTAL FIELD FTE BY FIRM |      |     |     |     |     |     |     |     |     |     |      |   |    |    |     |     |
|-------------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|---|----|----|-----|-----|
|                         | 2020 |     |     |     |     |     |     |     |     |     | 2021 |   |    | MO | Max | SUM |
|                         | May  | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar  |   |    |    |     |     |
| RSH                     | 7    | 14  | 14  | 14  | 14  | 14  | 14  | 14  | 14  | 12  | 7    | 3 | 11 | 14 | 127 |     |
| KFA                     | 2    | 4   | 4   | 4   | 4   | 4   | 4   | 4   | 4   | 0   | 0    | 0 | 11 | 4  | 30  |     |
| GS                      | 1    | 2   | 2   | 2   | 2   | 2   | 2   | 2   | 2   | 0   | 0    | 0 | 11 | 2  | 15  |     |

| TOTAL LABOR BY FIRM |    |              | %   | DBE |
|---------------------|----|--------------|-----|-----|
| RSH                 | \$ | 2,380,469.61 | 71% |     |
| KFA                 | \$ | 617,005.13   | 18% | 18% |
| GS                  | \$ | 353,407.48   | 11% | 11% |
|                     | \$ | 3,350,882.21 |     | 29% |

CTRMA: 183 S Construction Inspection Services  
 Prime Consultant: RS&H, Inc.  
 DIRECT EXPENSES: Amendment No. 1

### DIRECT EXPENSES: Work Authorization 3

| <b>RS&amp;H</b>    | <b>Unit</b> | <b>No.</b> | <b>Unit Cost</b> | <b>Total</b>  |
|--------------------|-------------|------------|------------------|---------------|
| Inspector Vehicles | Per Month   | 127        | \$1,400.00       | \$ 177,450.00 |
| Subtotal           |             |            |                  | \$ 177,450.00 |

| <b>K Friese</b>              | <b>Unit</b> | <b>No.</b> | <b>Unit Cost</b> | <b>Total</b> |
|------------------------------|-------------|------------|------------------|--------------|
| Inspector Vehicles           | Per Month   | 30         | \$1,400.00       | \$ 42,000.00 |
| Cell Phone                   | Per Month   | 30         | \$90.00          | \$ 2,700.00  |
| Tablet / Laptop Data Package | Per Month   | 30         | \$90.00          | \$ 2,700.00  |
| Subtotal                     |             |            |                  | \$ 47,400.00 |

| <b>G SYLVA</b>               | <b>Unit</b> | <b>No.</b> | <b>Unit Cost</b> | <b>Total</b> |
|------------------------------|-------------|------------|------------------|--------------|
| Inspector Vehicles           | Per Month   | 15         | \$1,400.00       | \$ 21,000.00 |
| Cell Phone                   | Per Month   | 15         | \$90.00          | \$ 1,350.00  |
| Tablet / Laptop Data Package | Per Month   | 15         | \$90.00          | \$ 1,350.00  |
| Subtotal                     |             |            |                  | \$ 23,700.00 |

**Total Direct Expenses \$ 248,550.00**

Contract

## **CONTRACT FOR CONSTRUCTION INSPECTION SERVICES**

**THIS CONTRACT FOR CONSTRUCTION INSPECTION SERVICES** (the "Contract") is made by and between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas 78705, (the "Mobility Authority,") and RS&H, Inc., having its principal business address at 10748 Deerwood Park Blvd. South, Jacksonville, FL 32256 (the "Engineer").

### **WITNESSETH**

**WHEREAS**, the Mobility Authority desires to contract for services generally described as construction inspection services, and more specifically described in Article I (the "Services"); and,

**WHEREAS**, pursuant to a qualifications-based selection conducted in accordance with the Professional Services Procurement Act (Tex. Gov't Code Sec. 2254.001, et. seq.), and the Mobility Authority's Policy Code regarding the procurement of professional services, the Mobility 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 Mobility 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 furnish items and perform those services for fulfillment of the Contract as identified in Exhibit B of the Attachment B - Work Authorization(s) (the "Services"). All Services provided by the Engineer shall comply with the terms and conditions of this Contract and any Work Authorizations issued pursuant hereto.

#### **ARTICLE 2 COMPENSATION**

Compensation for the Engineer's Services and other aspects of the mutual obligations concerning the Engineer's Services and payment therefore are as follows:

**A. Maximum Compensation.** The maximum payment by the Mobility Authority for the Services provided under this Contract and associated Work Authorizations (including compensation to the Engineer and reimbursable expenses) may not exceed \$18,000,000.

**B. Basis for Compensation.** Subject to the terms of a Work Authorization issued pursuant to Article 4 below (including any maximum amount to be paid as stated therein), the Mobility Authority agrees to pay, and the Engineer agrees to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Agreement, hourly rates for the staff working on the assignment computed as follows:

$$\text{Direct Labor Cost} \times (1.0 + \text{OH Rate}) \times (1.0 + \text{Profit (\%)})$$

where Direct Labor Cost equals salary divided by 2080; OH Rate equals the Engineer's most recent auditable overhead rate under 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR 31) or otherwise approved overhead rate pursuant to this subsection 2.B; and Profit (%) reflects a twelve percent (12%) profit. The range of Direct Labor Costs for the classifications of employees working for the Authority as of the effective date of this Agreement is reflected in Attachment A. Revisions to Direct Labor Cost ranges for employee classifications and the auditable overhead rate may be proposed no more frequently than once per calendar year, and are subject to the written approval of the Executive Director or his designee. No increase shall be made to the specified profit percentage. The first adjustment to the auditable overhead rate shall be considered no earlier than one year after the execution of this contract. All adjustments shall be agreed to in writing by the Mobility Authority prior to implementation, and the Mobility Authority shall have the right to review and/or audit the Engineer's Direct Labor Costs and auditable overhead rates upon written request. Once approved, the range of Direct Labor Costs and auditable overhead rate will be used going forward until the next annual adjustment is 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 sub consultant of the Engineer does not have a Far 31 overhead rate, they may submit, for Mobility Authority approval, alternate documentation supporting an appropriate auditable overhead rate. If an auditable overhead rate is not submitted or available, fixed hourly rates must be submitted per subsection 2.I. During the term of this Agreement the Engineer shall provide to the Executive Director or his designee, prior to requesting any adjustment to its auditable overhead rate, a copy of the report establishing a new FAR rate for the Engineer.

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

**C. Limitations on Rates Utilized.** The Engineer represents that at all times, subject to the limitations on timing and approval in subsection 2.A, throughout the term of this Contract that it shall not use an auditable overhead rate that exceeds the rate determined in accordance with FAR 31 (or successor regulations); and shall be based on actual salary amounts for the individuals performing the work; that the Direct Labor Costs shall not exceed the ranges reflected in Attachment A and shall be based on actual salary amounts for the individuals performing the work.

**D. Reimbursable Expenses.** As indicated above, and subject to the terms of any Work Authorization, the compensation computed in accordance with subsections 2.A. and B. is anticipated by the Mobility Authority and the Engineer to be full and sufficient compensation and reimbursement for the Services, and includes all customary out-of-pocket expenses anticipated to result from the Engineer's performance under the Contract that are included in the computation of the auditable overhead rate, such as office supplies, telecommunications systems, postage, general

photocopying, computer hardware/software and service charges, and similar costs. To the extent not otherwise included in the Engineer's auditable overhead rate, non-reimbursable expenses shall also include all tolls incurred by Engineer or any of its sub consultants in connection with the performance of the Services. Notwithstanding the foregoing, the Engineer shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the Engineer that are necessary for the performance of its duties under this Contract and which are not included in the auditable overhead rate, said expenses being limited to travel costs (at rates which may not exceed those applicable to Mobility Authority employees), printing costs, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the Engineer employee or sub consultant, and other expenses directly approved, in advance, by the Executive Director or his designee. Except for automobile expenses paid at the federal mileage rate and travel paid at state approved rates (if available), all such reimbursement shall be at one-hundred percent (100%) of the actual cost thereof paid by the Engineer to unaffiliated entities; provided, however, that aggregate amounts in excess of \$2,500 for which the Engineer intends to seek reimbursement pursuant to this subsection 2.C. must be approved in advance and in writing by the Executive Director or his designee, except when such advance approval is impractical due to a bona fide emergency situation. Except as otherwise authorized in a validly issued Work Authorization, and only then to the extent reimbursable by the Texas Department of Transportation ("TxDOT") under the terms of any form of financial assistance agreement, the Mobility Authority shall not reimburse the Engineer for travel, lodging, and similar expenses incurred by the Engineer to bring additional staff to its local office or to otherwise reassign personnel to provide basic engineering support of the Engineer's performance of the Services, provided, however, that the Mobility Authority shall reimburse, but only in accordance with the terms of this subsection 2.C., such costs incurred by the Engineer to bring to its local office or the Mobility Authority's facilities, with advance approval by the Executive Director or his designee, staff with specialized skills or expertise required for the Services and not customarily available from a staff providing general consulting civil engineering services of the type described in this agreement.

Engineer acknowledges that all expenses and costs paid or reimbursed by the Mobility Authority using federal or state funds shall be paid or reimbursed in accordance with, and subject to, applicable policies of the Mobility 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 actually incurred.

**E. Subcontractors.** For the purposes of this Contract, a "subcontractor" is an individual or entity contracted by the Engineer to provide services related to or part of those which the Engineer owes to the Mobility Authority under this Contract. The Engineer may engage a subcontractor to provide services, and the Mobility Authority will reimburse the Engineer for the Engineer's cost of engaging the subcontractor for those services, if the Engineer provides a written description of the proposed services and the proposed price (using rates approved in Attachment A), to the Mobility Authority before the services are provided and the Mobility Authority has provided to the Engineer a written approval for the services and the proposed price. If an approved subcontractor bills on an hourly rate, each invoice from the subcontractor submitted to the Mobility Authority for reimbursement must report the tasks performed by each billing person and the amount of time spent performing the task. The Engineer may not charge a mark-up or commission on a subcontractor's invoice, and the Mobility Authority will not reimburse the Engineer in an

amount that exceeds the price proposal from the subcontractor that was approved by the Mobility Authority.

**F. Non-compensable Time.** Time spent by the Engineer's personnel or subcontractors in an administrative or supervisory capacity not related to the performance of the Services is not compensable and shall not be billed to the Mobility 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 Mobility Authority's delay in providing information, materials, feedback, or other necessary cooperation to the Engineer. The Mobility 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. Invoices and Records.** 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 Mobility Authority and, if the work is eligible for payment through a financial assistance agreement with the Texas Department of Transportation ("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 Mobility Authority, with the Engineer provided advance notice of such TxDOT requirements. Upon request of the Mobility Authority, the Engineer shall also submit certified time and expense records directly related to Services provided to the Mobility Authority, and copies of invoices that support invoiced fees and reimbursable expenses. All invoices must be consistent with the rates established by this Contract. Unless waived in writing by the Executive Director, no invoice may contain, and the Mobility Authority will not be required to pay, any charge for billable hours which is more than (90) days old at the time of invoicing.

**H. Effect of Payments.** No payment by the Mobility Authority shall relieve the Engineer of its obligation to deliver timely the Services required under this Contract or a Work Authorization. If, prior to acceptance of any Service, product or other deliverable, the Mobility Authority determines that said Service, product or deliverable does not satisfy the requirements of this Contract (beyond mere creative differences), the Mobility Authority may reject same and require the Engineer to correct or cure same within a reasonable period of time and at no additional cost to the Mobility Authority.

**I. Time and place of payment.** Upon receipt of an invoice that complies with all invoice requirements set forth in Article 3, the Mobility Authority shall make a good faith effort to pay the amount, which is due and payable within thirty (30) days, provided that if all or a portion of the Services reflected in the invoice are to be reimbursed by TxDOT through a financial assistance agreement between TxDOT and the Mobility Authority, the Mobility Authority shall make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT. **If the Mobility Authority disputes a request for payment by the Engineer, the Mobility Authority agrees to pay any undisputed portion of the invoice when due. Any such dispute must be detailed in writing within 30 days after the Mobility Authority's receipt of**



**the monthly invoice. The Engineer reserves the right to stop work under this Contract if payments are not timely made per the terms of this Contract.**

**J. Taxes.** All payments to be made by the Mobility Authority to the Engineer pursuant to this Contract are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Mobility Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. Title to any consumable items purchased by the Engineer in performing this Contract shall be deemed to have passed to the Mobility 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 Mobility Authority, to the extent practicable.

### **ARTICLE 3 PAYMENT REQUIREMENTS**

**A. Monthly Invoices.** The Engineer shall submit its monthly invoices and any reimbursable expenses for Services provided during the previous month. The invoice submittal shall include the original and one copy in a form acceptable to the Mobility Authority. The Engineer is authorized to submit requests for payment no more frequently than monthly and no later than ninety (90) days after costs are incurred.

**B. 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 to the date of submission; and (3) the amount due and payable as of the date of the current billing statement for each Work Authorization. The invoice shall indicate if the work has been completed or if the billing is for partial completion of the work. The invoice shall be substantially in a form provided or approved by the Mobility Authority.

**C. DBE Forms.** The Engineer will be responsible for completing and including with each invoice all TxDOT required DBE reporting forms included in Exhibits E, and F of Attachment B - Work Authorization(s).

**D. Thirty Day Payments.** Upon receipt of an invoice that complies with all invoice requirements set forth in this Article, the Mobility Authority shall make a good faith effort to pay the amount, which is due and payable within thirty (30) days, provided that if all or a portion of the Services reflected in the invoice are to be reimbursed by TxDOT through a financial assistance agreement between TxDOT and the Mobility Authority, the Mobility Authority shall make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT.

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

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

- (1) A progress report shall be submitted to Mobility Authority at least once each calendar month;
- (2) In the event that invoices are not submitted on a monthly basis, a monthly submittal of the progress report information will be required nevertheless;
- (3) The Mobility Authority and/or the GEC Manager (as defined below) will review the invoices for supporting documentation, compliance with the Contract, and consistency with the submitted progress report;
- (4) The invoice will either be recommended for approval by Mobility Authority and/or GEC Manager, or the Mobility Authority and/or GEC Manager will return it to the Engineer for required correction; and
- (5) Upon satisfactory review and approval of the invoice, the Mobility Authority will submit it to the Mobility Authority CFO for payment.

**G. Audit.** The Mobility Authority shall have the 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 any pending litigation has been completely and fully resolved and the Mobility authority approves of the destruction of records, whichever occurs last. The Mobility Authority or any of its duly authorized representatives, TxDOT, the Federal Highway Administration (“FHWA”), the United States Department of Transportation Office of Inspector General and the Comptroller General shall have access to any and all books, documents, papers and records of the Engineer which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

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

**A. Use.** 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 Mobility Authority will issue Work Authorizations using the form attached as Attachment B to authorize all work under this Contract. No work shall begin on the activity until the Work Authorization is approved and fully executed. All work must be completed on or before the completion date specified in the Work Authorization.

**B. Contents.** Each Work Authorization shall include: (1) types of Services to be performed and a full description of the work required to perform those Services (2) a full

description of general administration tasks exclusive to that Work Authorization (3) a work schedule (including beginning and ending dates) with milestones; (4) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; (5) a Work Authorization budget as described in subsection C below ; and (6) DBE Requirements. The Engineer is not to include additional Contract terms and conditions in the Work Authorization.

**C. Work Authorization Budget.** A Work Authorization budget shall be prepared by the Engineer and shall set forth in detail the following: (1) the computation of the estimated cost of the work as described in the Work Authorization; (2) the estimated time (hours/days) required to complete the work using the fees set forth in Attachment A; (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 Authorization.

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

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

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

(1) **Notice.** If the Engineer is of the opinion that any assigned work is beyond the scope of this Contract and constitutes additional work beyond the Services to be provided under this Contract, it shall promptly notify the Mobility Authority 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 Mobility Authority's approval. The Mobility Authority shall analyze the proposed justification, work hour estimate and cost. Upon approval of the need, the Mobility Authority shall negotiate the Supplemental Agreement scope with the

Engineer, and then process the final Supplemental, subject to final written approval by the Mobility Authority.

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

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

## **ARTICLE 5 SCHEDULE**

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

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

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

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

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

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

**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 Mobility Authority and shall follow the procedure set forth in the Work Authorization. The Mobility Authority may, at its sole discretion, modify the work schedule to incorporate an extension of time.

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

**A. Notice.** Should the Mobility Authority desire to suspend a Work Authorization but not terminate the Contract, the Mobility Authority may verbally notify the Engineer followed by written confirmation, giving fifteen (15) days prior notice. Both parties may waive the fifteen (15) day notice requirement in writing.

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

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

## **ARTICLE 7 CHANGES IN WORK**

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

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

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

## **ARTICLE 8 OWNERSHIP OF DATA**

**A. Work for Hire.** All services provided under this Contract are considered work for hire and, as such, all data, basic sketches, charts, calculations, plans, specifications, and other

documents created or collected under the terms of this Contract are the property of the Mobility Authority.

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

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

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

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

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

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

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

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

**C. Replacement of Key Personnel.** The Engineer must notify the Mobility Authority in writing as soon as possible, but no later than three (3) business days after a project manager or other key personnel is removed from association with this Contract, giving the reason for removal.

**D. Mobility Authority Approval of Replacement Personnel.** The Engineer may not replace the project manager or key personnel, as designated in the applicable Work Authorization, without prior consent of the Mobility Authority. The Mobility Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Mobility Authority determines that the new project manager or key personnel is not acceptable, the Engineer may not use that person in that capacity and shall replace him or her with one satisfactory to the Mobility Authority within thirty (30) days.

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

## **ARTICLE 11 SUBCONTRACTING**

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

**B. DBE Compliance.** The Engineer's subcontracting program shall comply with the requirements of Exhibits E, and F of Attachment B - Work Authorization(s).

**C. Required Provisions.** All subcontracts for professional services shall include the provisions included in this Contract and any provisions required by law. The Engineer is authorized to pay subcontractors in accordance with the terms of the subcontract.

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

**E. Invoice Approval and Processing.** All subcontractors 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), and in the event that the cycles are not concurrent, a detailed explanation will be submitted to the Mobility Authority.

**ARTICLE 12  
INSPECTION OF WORK**

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

**B. Reasonable Access.** If any review or evaluation is made on the premises of the Engineer or a subcontractor under this Article, the Engineer shall provide and require its subcontractors 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 13  
SUBMISSION OF REPORTS**

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

**ARTICLE 14  
VIOLATION OF CONTRACT TERMS**

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

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

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

**ARTICLE 15  
TERMINATION**

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



- (1) by mutual agreement and consent, in writing from both parties;
- (2) by the Mobility Authority by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the Services set forth herein in a satisfactory manner or if the Engineer violates the provisions of Article 22, Gratuities, or Exhibit E to Attachment B, DBE 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 Mobility Authority for its convenience and in its sole discretion, not subject to the consent of the Engineer, by giving thirty (30) days written notice of termination to the Engineer; or
- (5) by satisfactory completion of all services and obligations described herein.

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

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

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

**E. Surviving Requirements.** The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Mobility 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 17.

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

## **ARTICLE 16 COMPLIANCE WITH LAWS**

The Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, licensing laws and regulations, the Mobility Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. When required, the Engineer shall furnish the Mobility Authority with satisfactory proof of its compliance therewith.

## **ARTICLE 17 INDEMNIFICATION**

**THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS (WHICH, FOR THE PURPOSES OF THIS AGREEMENT, SHALL INCLUDE THE MOBILITY AUTHORITY'S GEC, GENERAL COUNSEL, BOND COUNSEL, FINANCIAL ADVISORS, TRAFFIC AND REVENUE ENGINEERS, TOLL OPERATIONS/COLLECTIONS FIRMS, AND UNDERWRITERS) 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, AND AGENTS WITH RESPECT TO THE ENGINEER'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT. IN SUCH EVENT, THE ENGINEER SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS (AS DEFINED ABOVE) FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS (AS DEFINED ABOVE), IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE ENGINEER SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OR TO THEIR CONDUCT.**

## **ARTICLE 18 ROLE OF GENERAL ENGINEERING CONSULTANT**

The Mobility Authority will utilize a General Engineering Consultant (“GEC”) to assist in its management of this Contract. The GEC is an independent contractor and is authorized by the Mobility Authority to provide the management and technical direction for this Contract on behalf of the Mobility 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 Mobility Authority; however, requests for such amendments or adjustments shall be made through the GEC, who shall forward such requests to the Mobility Authority with its comments and recommendations.

Should any dispute arise between the General Engineering Consultant and the Engineer, concerning the conduct of this Contract, either party may request a resolution of said dispute by the Executive Director of the Mobility Authority or his designee, whose decision shall be final. The parties shall first try to resolve the dispute at the lowest level practical. In the event that an agreement cannot be reached, the Engineer may schedule a meeting with the GEC Program Manager. If an agreement cannot be reached at this level, then a meeting will be scheduled with the Mobility Authority and the GEC Program Manager, so the Engineer can present its case. The Mobility Authority’s decision in the matter will be final. In no case will the Engineer go directly to the Mobility Authority with a dispute unless the Engineer believes that the GEC is violating, or is directing the Engineer to take an action which would violate, any laws or similar provisions described in Article 16 or any ethical obligations owed to the Mobility Authority.

## **ARTICLE 19 ENGINEER’S RESPONSIBILITY**

**A. Accuracy.** The Engineer shall have total responsibility for the accuracy and completeness of the documents prepared under this Contract and shall check all such material accordingly.

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

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

**D. Resealing of Documents.** Once the work has been sealed and accepted by the Mobility Authority, the Mobility Authority, as the owner, will notify the Engineer, in writing, of the possibility that a Mobility 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 20 NONCOLLUSION**

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

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

## **ARTICLE 21 INSURANCE**

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

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

|                 |   |
|-----------------|---|
| Bodily Injury   | \$1,000,000 each occurrence                               |
| Property Damage | \$1,000,000 each occurrence<br>\$2,000,000 for aggregates |

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

**B. Professional Liability Insurance.** Engineer shall provide and maintain professional liability coverage, with limits not less than \$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 subcontractors and subconsultants (including, but not limited to design subcontractors and subconsultants) of any tier.

**C. Workers Compensation.** Engineer shall provide and maintain worker's compensation insurance coverage with statutory benefits, and Employers Liability insurance coverage, with limits not less than \$1,000,000.

**D. Automobile Liability Insurance.** Engineer shall provide and maintain automobile liability insurance coverage in the amount of \$1,000,000 per occurrence for bodily injury and property damage.

**E. Subcontractor Insurance Coverage Election.** If a subcontractor selected by the Engineer to perform work associated with this Contract is unable to secure insurance coverage in the amounts set forth in this Article 21, Engineer may provide to the Mobility Authority an explanation of coverages that a subcontractor does possess, why those coverages are adequate to cover the potential exposure for the work to be performed by the subcontractor, and an acknowledgement that the Engineer remains liable for the work performed under the contract, including that performed by the subcontractor. The Mobility Authority may, in its sole discretion, elect to accept the insurance coverage obtained by the subcontractor in lieu of the coverage required by this Article 21.

## **ARTICLE 22 GRATUITIES**

**A. Employees Not to Benefit.** Mobility Authority policy mandates that the director, employee or agent of the Mobility 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 Mobility Authority.

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

**ARTICLE 23**  
**DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

The Engineer agrees to comply with the DBE requirements and reporting guidelines set forth in Exhibits E, and F of Attachment B - Work Authorization(s). The DBE Goal established for this project is 10%. The Engineer also agrees to comply with the DBE subcontracting plan that was included in the response that the Engineer submitted to the Mobility Authority's Request for Qualifications.

**ARTICLE 24**  
**CIVIL RIGHTS COMPLIANCE**

**A. Compliance with Regulations.** The Engineer shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

**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 subcontractors, including procurement of materials and leases of equipment.

**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 subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

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

**ARTICLE 25  
PATENT RIGHTS**

The Mobility 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 26  
DISPUTES**

The Engineer shall be responsible for resolving all contractual and administrative issues that arise from any purchase or contract made by the Engineer in support of the Services required by this Contract.

**ARTICLE 27  
ASSIGNMENT**

The Engineer shall not assign, subcontract, or transfer its interest in this Contract without the prior written consent of the Mobility Authority.

**ARTICLE 28  
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 29  
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 30  
CONFLICT OF INTEREST**

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

**ARTICLE 31  
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 32  
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 Mobility Authority authorization to enter into this Contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the Mobility Authority to enter into this Contract.

**ARTICLE 33  
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:

Keith Jackson, P.E., Vice President  
RS&H, Inc.  
8140 North Mo Pac Expressway  
Building 2, Suite 100  
Austin, TX 78759  
Email:keith.jackson@rsandh.com

In the case of the Mobility Authority:

Mike Heiligenstein, Executive Director  
Central Texas Regional Mobility Authority  
3300 North IH 35, Suite 300  
Austin, TX 78705  
Email: mstein@ctrma.org



with a copy to:

Justin Word  
Central Texas Regional Mobility Authority  
3300 North IH 35, Suite 300  
Austin, TX 78705

Email: [jword@mobilityauthority.com](mailto:jword@mobilityauthority.com)

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 34 BUSINESS DAYS AND DAYS**

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

#### **ARTICLE 35 INCORPORATION OF PROVISIONS**

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

#### **ARTICLE 36 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 Mobility 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:

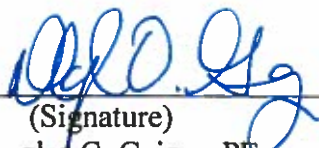
- A. Supplemental Work Authorizations;
- B. Work Authorizations;
- C. Contract Amendments;
- D. This Contract.
- E. The Request for Qualifications
- F. The Engineer’s Response to the Request for Qualifications.

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 36, 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 Mobility Authority shall have the right to determine, in its sole discretion, which provision applies.

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

**THE ENGINEER**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

  
 \_\_\_\_\_  
 (Signature)  
 Douglas G. Geiger, PE  
 \_\_\_\_\_  
 (Printed Name)  
 Sr. Vice President  
 \_\_\_\_\_  
 (Title)  
 December 9, 2015  
 \_\_\_\_\_  
 (Date)

  
 \_\_\_\_\_  
 (Signature)  
 Mike Heiligenstein  
 \_\_\_\_\_  
 Executive Director  
 \_\_\_\_\_  
 12-15-15  
 \_\_\_\_\_  
 (Date)

**Attachments and Exhibits to Contract for Construction Inspection Services**

| <b>Attachments</b> | <b>Title</b>                    |
|--------------------|---------------------------------|
| A                  | Rate Schedule                   |
| B                  | Work Authorization              |
| C                  | Supplemental Work Authorization |

**ATTACHMENT A**

**RATE SCHEDULE**

**RANGE OF LABOR RATES**

|                             | 2015     |           |          |          |           |           | 2016      | 2017      | 2018 | 2019 | 2020 |
|-----------------------------|----------|-----------|----------|----------|-----------|-----------|-----------|-----------|------|------|------|
|                             | Low      | High      | Avg      |          |           |           |           |           |      |      |      |
| Project Officer             | \$ 77.62 | \$ 111.83 | \$ 94.73 | \$ 97.57 | \$ 100.49 | \$ 103.51 | \$ 106.61 | \$ 109.81 |      |      |      |
| Project Manager             | \$ 69.75 | \$ 84.56  | \$ 77.16 | \$ 79.47 | \$ 81.85  | \$ 84.31  | \$ 86.84  | \$ 89.44  |      |      |      |
| Record Keeper/ Auditor      | \$ 38.00 | \$ 39.52  | \$ 38.76 | \$ 39.92 | \$ 41.12  | \$ 42.35  | \$ 43.62  | \$ 44.93  |      |      |      |
| Administrative Assistant II | \$ 14.58 | \$ 19.50  | \$ 17.04 | \$ 17.55 | \$ 18.08  | \$ 18.62  | \$ 19.18  | \$ 19.75  |      |      |      |
| Chief Inspector             | \$ 42.00 | \$ 43.50  | \$ 42.75 | \$ 44.03 | \$ 45.35  | \$ 46.71  | \$ 48.12  | \$ 49.56  |      |      |      |
| Senior Inspector            | \$ 33.50 | \$ 41.50  | \$ 37.50 | \$ 38.63 | \$ 39.78  | \$ 40.98  | \$ 42.21  | \$ 43.47  |      |      |      |
| Inspector                   | \$ 25.00 | \$ 33.50  | \$ 29.25 | \$ 30.13 | \$ 31.03  | \$ 31.96  | \$ 32.92  | \$ 33.91  |      |      |      |

**Notes:**

- 1.) An average rate was for each position in development of the fee schedule
- 2.) A 3% annual rate increase was assessed for each position.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 25, 2020  
Agenda Item #9

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Discuss and consider approving Amendment No. 1 to the contract with McGray & McGray Land Surveyors, Inc. to increase the contract value to provide additional survey quality assurance services for the 183 South Project

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Justin Word, P.E., Director of Engineering  
Associated Costs: \$100,000  
Funding Source: Project Funds  
Action Requested: Consider and act on draft resolution

**Project Description/Background** – McGray & McGray Land Surveyors, Inc. (“McGray”) has served as the Mobility Authority’s Survey Quality Assurance firm on the 183 South Project since December 2015. McGray was procured through a qualifications-based selection conducted in accordance with the Professional Services Procurement Act. McGray has provided survey crews for the 183 South Project to ensure that infrastructure constructed by the Design/Build Contractor is constructed horizontally and vertically in accordance with the design plans. This includes survey checks on roadway and structures (bridges and retaining walls) elements. These survey quality assurance services help to reduce errors in construction work and help to minimize rework of the constructed elements. As an example, McGray discovered an error in the Design/Build Contractor’s survey control for the Project. This discovery prevented a substantial amount of re-design and potential construction errors. In addition to the scope originally contemplated in McGray’s contract, McGray has performed a substantive amount of work surveying a retaining wall for potential movement. This additional survey work was not contemplated in McGray’s contract but is essential work for the 183 South Project.

**Previous Actions/Brief History of the Project/Program** – The Mobility Authority executed a contract for Survey Quality Assurance services for the 183 South Project in

December 2015. This contract included a not-to-exceed value of \$1,200,000. McGray has performed necessary, but unanticipated work, on the 183 South Project. This additional work necessitates additional funds to complete survey quality assurance services through scheduled completion of the Project in December 2020, the scheduled completion of the Project.

**Action requested/Staff Recommendation -**

Staff recommends approval of this item, proposed Amendment No. 1 to the original contract, which will provide an additional not to exceed fee of \$100,000, to perform continued survey quality assurance services on the 183 South Project.

**Funding -** Project Funds

**Backup Provided:** Draft Resolution  
Amendment to Contract

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

**RESOLUTION NO. 20-0XX**

**APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH MCGRAY & MCGRAY  
LAND SURVEYORS, INC. FOR SURVEY QUALITY ASSURANCE SERVICES FOR  
THE 183 SOUTH (BERGSTROM EXPRESSWAY) PROJECT**

WHEREAS, by Resolution No. 15-058, dated September 30, 2015, the Board of Directors awarded a professional services contract to McGray & McGray Land Surveyor Inc. for survey quality assurance services for the 183 South (Bergstrom Expressway) Project in an amount not to exceed \$1,200,000; and

WHEREAS, the Mobility Authority requires additional survey quality assurance services that are beyond the scope of work in the original contract with McGray & McGray Land Surveyor Inc., including a substantive amount of work surveying a retaining wall for potential movement; and

WHEREAS, the Executive Director and McGray & McGray Land Surveyor Inc. have negotiated Amendment No. 1 to increase the contract value by \$100,000 for a total amount not to exceed of \$1,300,000 for ongoing survey quality assurance services for the 183 South (Bergstrom Expressway) Project through December 31, 2020; and

WHEREAS, the Executive Director recommends approving Amendment No. 1 to the contract with McGray & McGray Land Surveyor Inc. for additional survey quality assurance services for the 183 South (Bergstrom Expressway) Project in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves Amendment No. 1 to the contract with McGray & McGray Land Surveyor Inc. for survey quality assurance services for the 183 South (Bergstrom Expressway) Project to increase the contract value by \$100,000 for a total amount not to exceed of \$1,300,000, and authorizes the Executive Director to finalize and execute proposed Amendment No. 1 in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of March 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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

**Exhibit A**

**First Amendment To  
Agreement for Survey Quality Assurance Services  
Between  
Central Texas Regional Mobility Authority  
and  
McGray & McGray Land Surveyors, Inc.**

This First Amendment to the Agreement between Central Texas Regional Mobility Authority (“Mobility Authority”) and McGray & McGray Land Surveyors, Inc., (“Surveyor”) effective January 4, 2016 is made effective March 25, 2020 and is for the purpose of amending Article 2, Subsection A of the Agreement.

The Mobility Authority and hereby agree that Article 2, Subsection A of the Agreement is amended to read in its entirety as follows:

**ARTICLE 2  
COMPENSATION**

Compensation for the Surveyor’s Services and other aspects of the mutual obligations concerning the Surveyor’s Services and payment therefore are as follows:

**A. Maximum Compensation.** The maximum payment by the Mobility Authority for the Services provided under this Contract and associated Work Authorizations (including compensation to the Surveyor and reimbursable expenses) may not exceed \$1,300,000.

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

CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

MCGRAY & MCGRAY  
LAND SURVEYORS, INC.

By: \_\_\_\_\_  
Mike Heiligenstein  
Executive Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## Fee Schedule/Budget

### Survey Quality Assurance

McGray & McGray Land Surveyors, Inc.  
183 South Project (Bergstrom Expressway)

#### Amendment #1

Efforts through December 31, 2020

|  | Principal | Project Manager | RPLS     | Field Coordinator | GPS Processing | Sr. Survey Technician | Survey Technician | Survey Crew 2-Man | Survey Crew 3-Man | Admin   | TOTAL |
|--|-----------|-----------------|----------|-------------------|----------------|-----------------------|-------------------|-------------------|-------------------|---------|-------|
| Hourly Labor Rate                                | \$190.00  | \$165.00        | \$145.00 | \$98.00           | \$108.00       | \$96.00               | \$88.00           | \$150.00          | \$186.00          | \$63.00 | HRS   |
| <b>1.1 Project Management and Administration</b> | 14        | 20              | 0        |                   |                |                       |                   |                   |                   | 0       | 34    |
| a Project Oversight and Coordination             |           |                 |          |                   |                |                       |                   |                   |                   |         |       |
| b Financial Management                           |           |                 |          |                   |                |                       |                   |                   |                   |         |       |
| c Coordination Meetings                          |           |                 |          |                   |                |                       |                   |                   |                   |         |       |
| <b>1.2 Survey Support Services</b>               |           | 4               | 0        | 20                | 0              | 200                   | 80                | 375               | 48                |         | 727   |
| a Develop Independent Off-Site Project Control   |           |                 |          |                   |                |                       |                   |                   |                   |         |       |
| b Verification of Contract Survey Efforts        |           |                 |          |                   |                |                       |                   |                   |                   |         |       |
| c Check Horizontal and Vertical Alignments       |           |                 |          |                   |                |                       |                   |                   |                   |         |       |
| d Data Reduction                                 |           |                 |          |                   |                |                       |                   |                   |                   |         |       |
| e Addition Survey Efforts                        |           |                 |          |                   |                |                       |                   |                   |                   |         |       |

|                                  |              |              |              |              |              |               |               |               |              |              |            |
|----------------------------------|--------------|--------------|--------------|--------------|--------------|---------------|---------------|---------------|--------------|--------------|------------|
| <b>TOTAL LABOR (HOURS)</b>       | <b>14</b>    | <b>24</b>    | <b>0</b>     | <b>20</b>    | <b>0</b>     | <b>200</b>    | <b>80</b>     | <b>375</b>    | <b>48</b>    | <b>0</b>     | <b>761</b> |
| <i>% Total by Classification</i> | <i>1.84%</i> | <i>3.15%</i> | <i>0.00%</i> | <i>2.63%</i> | <i>0.00%</i> | <i>26.28%</i> | <i>10.51%</i> | <i>49.28%</i> | <i>6.31%</i> | <i>0.00%</i> |            |

Overhead Rate 162.50%  
Profit Rate 12.00%

|   |                 |                 |             |                 |             |                  |                 |                  |                 |             |                  |
|---|-----------------|-----------------|-------------|-----------------|-------------|------------------|-----------------|------------------|-----------------|-------------|------------------|
| <b>Total Labor (Profit and OH Included)</b> | <b>\$ 2,660</b> | <b>\$ 3,960</b> | <b>\$ -</b> | <b>\$ 1,960</b> | <b>\$ -</b> | <b>\$ 19,200</b> | <b>\$ 7,040</b> | <b>\$ 56,250</b> | <b>\$ 8,928</b> | <b>\$ -</b> | <b>\$ 99,998</b> |
|---|-----------------|-----------------|-------------|-----------------|-------------|------------------|-----------------|------------------|-----------------|-------------|------------------|

|                              |             |
|------------------------------|-------------|
| <b>Total Direct Expenses</b> | <b>\$ -</b> |
|------------------------------|-------------|

|  |                  |
|--|------------------|
| <b>Total Fee (Labor and Direct Expenses)</b> | <b>\$ 99,998</b> |
|--|------------------|

Contract

## CONTRACT FOR SURVEY QUALITY ASSURANCE SERVICES

**THIS CONTRACT FOR SURVEY QUALITY ASSURANCE SERVICES** (the “Contract”) is made by and between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas 78705, (the “Mobility Authority,”) and McGray & McGray Land Surveyors, Inc., having its principal business address at 3301 Hancock Drive #6, Austin, TX 78731 (the “Surveyor”).

### WITNESSETH

**WHEREAS**, the Mobility Authority desires to contract for services generally described as Survey Quality Assurance Services, and more specifically described in Article I (the “Services”); and,

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

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

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

### AGREEMENT

#### ARTICLE 1 SCOPE OF SERVICES

The Surveyor will furnish items and perform those services for fulfillment of the Contract as identified in Exhibit B of the Attachment B - Work Authorization(s) (the “Services”). All Services provided by the Surveyor shall comply with the terms and conditions of this Contract and any Work Authorizations issued pursuant hereto.

#### ARTICLE 2 COMPENSATION

Compensation for the Surveyor’s Services and other aspects of the mutual obligations concerning the Surveyor’s Services and payment therefore are as follows:

**A. Maximum Compensation.** The maximum payment by the Mobility Authority for the Services provided under this Contract and associated Work Authorizations (including compensation to the Surveyor and reimbursable expenses) may not exceed \$1,200,000.00.

**B. Hourly Billing Rates and Key Personnel.** The Mobility Authority agrees to pay, and the Surveyor agrees to accept as full and sufficient payment for its Services, compensation calculated on a per-hour basis using hourly billing rates for the Surveyor's staff providing the Services, as follows:

**McGray & McGray Land Surveyors, Inc.**

| <b>POSITION</b>          | <b>HOURLY BILLING RATE*</b> |
|--------------------------|-----------------------------|
| Principal                | \$190.00                    |
| Project Manager          | \$165.00                    |
| RPLS                     | \$145.00                    |
| Field Coordinator        | \$98.00                     |
| GPS Processing           | \$108.00                    |
| Senior Survey Technician | \$96.00                     |
| Survey Technician        | \$88.00                     |
| LiDAR Technician         | \$98.00                     |
| Researcher (Abstractor)  | \$73.00                     |
| Administrative           | \$63.00                     |

\*Per 2014 Negotiated OH Rate of 162.50% and 12% Profit

| <b>HOURLY RATES - SPECIAL</b>          | <b>HOURLY BILLING RATE</b> |
|--|----------------------------|
| Survey Crew - 1 Man Crew               | \$110.00                   |
| Survey Crew - 2 Man Crew               | \$150.00                   |
| Survey Crew - 3 Man Crew               | \$186.00                   |
| Real Time Kinematic (RTK) Crew + Rover | \$220.00                   |
| GPS Field Person + GPS                 | \$150.00                   |
| LiDAR Scanner                          | \$100.00                   |
| Additional Vehicle                     | \$70.00                    |
| ATV                                    | \$85.00                    |

**Subconsultant - Surveying and Mapping, LLC**

**Photogrammetry Services**

| <b>HOURLY RATES</b>                    | <b>HOURLY BILLING RATE</b> |
|--|----------------------------|
| Photogrammetry Project Manager         | \$153.00                   |
| Photogrammetrist                       | \$112.00                   |
| QA Specialist                          | \$98.00                    |
| Flight and Control Planning Technician | \$99.00                    |
| Aerial Triangulation Specialist        | \$98.00                    |
| LiDAR Calibration Specialist           | \$99.00                    |
| LiDAR Technician                       | \$98.00                    |
| Digital Ortho Specialist               | \$98.00                    |
| Compilation Specialist                 | \$87.00                    |
| GIS Specialist                         | \$98.00                    |

| <b>HOURLY RATES - SPECIAL</b>          | <b>HOURLY BILLING RATE</b> |
|--|----------------------------|
| Survey Crew - 1 Man Crew               | \$110.00                   |
| Survey Crew - 2 Man Crew               | \$150.00                   |
| Survey Crew - 3 Man Crew               | \$186.00                   |
| Real Time Kinematic (RTK) Crew + Rover | \$220.00                   |
| GPS Field Person + GPS                 | \$150.00                   |
| LiDAR Scanner                          | \$100.00                   |
| Additional Vehicle                     | \$70.00                    |
| ATV                                    | \$85.00                    |

**\*Understanding of Geospatial Services:**

Airborne data acquisition fees will be provided based on project requirements

Payment for time spent to provide the Services, paid at the hourly billing rates set forth above, constitutes full compensation for the Surveyor for delivery of the Services, including overhead and profit, but does not include reimbursement for reimbursable expenses incurred in delivery of the Services, as further described in subsections 2(C) and 2(D).

Increases in the hourly rate can be requested no more than once a calendar year, and are subject to the written approval of the Executive Director. The first adjustment to the hourly rate will not be considered until one year following the execution date of the contract. The Mobility Authority shall have the right to review and/or audit the Surveyor's Direct Costs and auditable overhead rates upon written request and propose adjustment to the hourly rates at any time.

**C. Reimbursable Expenses.** As indicated above, and subject to the terms of any Work Authorization, the compensation computed in accordance with subsections 2.A. and B. is anticipated by the Mobility Authority and the Surveyor to be full and sufficient compensation and reimbursement for the Services, and includes all customary out-of-pocket expenses anticipated to result from the Surveyor's performance under the Contract that are included in the computation of the auditable overhead rate, such as office supplies, telecommunications systems, postage, general photocopying, computer hardware/software and service charges, and similar costs. To the extent not otherwise included in the Surveyor's auditable overhead rate, non-reimbursable expenses shall also include all tolls incurred by Surveyor or any of its sub consultants in connection with the performance of the Services. Notwithstanding the foregoing, the Surveyor shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the Surveyor that are necessary for the performance of its duties under this Contract and which are not included in the auditable overhead rate, said expenses being limited to travel costs (at rates which may not exceed those applicable to Mobility Authority employees), printing costs, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the Surveyor employee or sub consultant, and other expenses directly approved, in advance, by the Executive Director or his designee. Except for automobile expenses paid at the federal mileage rate and travel paid at state approved rates (if available), all such reimbursement shall be at one-hundred percent (100%) of the actual cost thereof paid by the Surveyor to unaffiliated entities; provided, however, that aggregate amounts in excess of \$2,500 for which the Surveyor intends to seek reimbursement pursuant to this subsection 2.C. must be approved in advance and in writing by the Executive Director or his designee, except when such advance approval is impractical due to a bona fide emergency situation. Except as otherwise authorized in a validly issued Work Authorization, and only then to the extent reimbursable by the Texas Department of Transportation ("TxDOT") under the terms of any form of financial assistance agreement, the Mobility Authority shall not reimburse the Surveyor for travel, lodging, and similar expenses incurred by the Surveyor to bring additional staff to its local office or to otherwise reassign personnel to provide basic support of the Surveyor's performance of the Services, provided, however, that the Mobility Authority shall reimburse, but only in accordance with the terms of this subsection 2.C., such costs incurred by the Surveyor to bring to its local office or the Mobility Authority's facilities, with advance approval by the Executive Director or his designee, staff with specialized skills or expertise required for the Services and not customarily available from a staff providing general Surveying services of the type described in this agreement.

Surveyor acknowledges that all expenses and costs paid or reimbursed by the Mobility Authority using federal or state funds shall be paid or reimbursed in accordance with, and subject to, applicable policies of the Mobility 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 actually incurred.

**D. Subcontractors.** For the purposes of this Contract, a "subcontractor" is an individual or entity contracted by the Surveyor to provide services related to or part of those which the Surveyor owes to the Mobility Authority under this Contract. The Surveyor may engage a subcontractor to provide services, and the Mobility Authority will reimburse the Surveyor for the Surveyor's cost of engaging the subcontractor for those services, if the Surveyor provides a written description of the proposed services and the proposed price (using rates approved in Attachment

A), to the Mobility Authority before the services are provided and the Mobility Authority has provided to the Surveyor a written approval for the services and the proposed price. If an approved subcontractor bills on an hourly rate, each invoice from the subcontractor submitted to the Mobility Authority for reimbursement must report the tasks performed by each billing person and the amount of time spent performing the task. The Surveyor may not charge a mark-up or commission on a subcontractor's invoice, and the Mobility Authority will not reimburse the Surveyor in an amount that exceeds the price proposal from the subcontractor that was approved by the Mobility Authority.

**E. Non-compensable Time.** Time spent by the Surveyor's personnel or subcontractors in an administrative or supervisory capacity not related to the performance of the Services is not compensable and shall not be billed to the Mobility 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 Mobility Authority's delay in providing information, materials, feedback, or other necessary cooperation to the Surveyor. The Mobility Authority will not pay any hourly compensation to the Surveyor for Services or deliverables required due to an error, omission, or fault of the Surveyor.

**F. Invoices and Records.** The Surveyor 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 Mobility Authority and, if the work is eligible for payment through a financial assistance agreement with the Texas Department of Transportation ("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 Mobility Authority, with the Surveyor provided advance notice of such TxDOT requirements. Upon request of the Mobility Authority, the Surveyor shall also submit certified time and expense records directly related to Services provided to the Mobility Authority, and copies of invoices that support invoiced fees and reimbursable expenses. All invoices must be consistent with the rates established by this Contract. Unless waived in writing by the Executive Director, no invoice may contain, and the Mobility Authority will not be required to pay, any charge for billable hours which is more than ninety (90) days old at the time of invoicing.

**G. Effect of Payments.** No payment by the Mobility Authority shall relieve the Surveyor of its obligation to deliver timely the Services required under this Contract or a Work Authorization. If, prior to acceptance of any Service, product or other deliverable, the Mobility Authority determines that said Service, product or deliverable does not satisfy the requirements of this Contract (beyond mere creative differences), the Mobility Authority may reject same and require the Surveyor to correct or cure same within a reasonable period of time and at no additional cost to the Mobility Authority.

**H. Time and place of payment.** Upon receipt of an invoice that complies with all invoice requirements set forth in Article 3, the Mobility Authority shall make a good faith effort to pay the amount, which is due and payable within thirty (30) days, provided that if all or a portion of the Services reflected in the invoice are to be reimbursed by TxDOT through a financial assistance agreement between TxDOT and the Mobility Authority, the Mobility Authority shall

make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT. **If the Mobility Authority disputes a request for payment by the Surveyor, the Mobility Authority agrees to pay any undisputed portion of the invoice when due. Any such dispute must be detailed in writing within 30 days after the Mobility Authority's receipt of the monthly invoice. The Surveyor reserves the right to stop work under this Contract if payments are not timely made per the terms of this Contract.**

**I. Taxes.** All payments to be made by the Mobility Authority to the Surveyor pursuant to this Contract are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Mobility Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. Title to any consumable items purchased by the Surveyor in performing this Contract shall be deemed to have passed to the Mobility Authority at the time the Surveyor takes possession or earlier, and such consumable items shall immediately be marked, labeled, or physically identified as the property of the Mobility Authority, to the extent practicable.

### **ARTICLE 3 PAYMENT REQUIREMENTS**

**A. Monthly Invoices.** The Surveyor shall submit its monthly invoices and any reimbursable expenses for Services provided during the previous month. The invoice submittal shall include the original and one copy in a form acceptable to the Mobility Authority. The Surveyor is authorized to submit requests for payment no more frequently than monthly and no later than ninety (90) days after costs are incurred.

**B. 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 to the date of submission; and (3) the amount due and payable as of the date of the current billing statement for each Work Authorization. The invoice shall indicate if the work has been completed or if the billing is for partial completion of the work. The invoice shall be substantially in a form provided or approved by the Mobility Authority.

**C. DBE Forms.** The Surveyor will be responsible for completing and including with each invoice all TxDOT required DBE reporting forms included in Exhibits E and F of Attachment B - Work Authorization(s).

**D. Thirty Day Payments.** Upon receipt of an invoice that complies with all invoice requirements set forth in this Article, the Mobility Authority shall make a good faith effort to pay the amount, which is due and payable within thirty (30) days, provided that if all or a portion of the Services reflected in the invoice are to be reimbursed by TxDOT through a financial assistance agreement between TxDOT and the Mobility Authority, the Mobility Authority shall make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT.

**E. Withholding Payments.** The Mobility Authority reserves the right to withhold payment of the Surveyor's invoice in the event of any of the following: (1) if a dispute over the work or costs thereof is not resolved within a thirty (30) day period following receipt of the invoice;



(2) pending verification of satisfactory work performed; or (3) if required reports (including third-party verifications, if any) are not received.

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

- (1) A progress report shall be submitted to Mobility Authority at least once each calendar month;
- (2) In the event that invoices are not submitted on a monthly basis, a monthly submittal of the progress report information will be required nevertheless;
- (3) The Mobility Authority and/or the GEC Manager (as defined below) will review the invoices for supporting documentation, compliance with the Contract, and consistency with the submitted progress report;
- (4) The invoice will either be recommended for approval by Mobility Authority and/or GEC Manager, or the Mobility Authority and/or GEC Manager will return it to the Surveyor for required correction; and
- (5) Upon satisfactory review and approval of the invoice, the Mobility Authority will submit it to the Mobility Authority CFO for payment.

**G. Audit.** The Mobility Authority shall have the right to examine the books and records of the Surveyor for the purpose of checking the amount of work performed by the Surveyor. The Surveyor 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 Mobility authority approves of the destruction of records, whichever occurs last. The Mobility Authority or any of its duly authorized representatives, TxDOT, the Federal Highway Administration (“FHWA”), the United States Department of Transportation Office of Inspector General and the Comptroller General shall have access to any and all books, documents, papers and records of the Surveyor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

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

**A. Use.** 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 Mobility Authority will issue Work Authorizations using the form attached as Attachment B to authorize all work under this Contract. No work shall begin on the activity until the Work Authorization is approved and fully executed. All work must be completed on or before the completion date specified in the Work Authorization.

**B. Contents.** Each Work Authorization shall include: (1) types of Services to be performed and a full description of the work required to perform those Services (2) a full description of general administration tasks exclusive to that Work Authorization (3) a work schedule (including beginning and ending dates) with milestones; (4) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; (5) a Work Authorization budget as described in subsection C below ; and (6) DBE Requirements. The Surveyor is not to include additional Contract terms and conditions in the Work Authorization.

**C. Work Authorization Budget.** A Work Authorization budget shall be prepared by the Surveyor and shall set forth in detail the following: (1) the computation of the estimated cost of the work as described in the Work Authorization; (2) the estimated time (hours/days) required to complete the work using the fees set forth in Attachment A; (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 Authorization.

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

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

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

(1) **Notice.** If the Surveyor is of the opinion that any assigned work is beyond the scope of this Contract and constitutes additional work beyond the Services to be provided under this Contract, it shall promptly notify the Mobility Authority 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 Surveyor shall prepare a revised Work Authorization budget for the Mobility Authority's approval. The Mobility Authority shall analyze

the proposed justification, work hour estimate and cost. Upon approval of the need, the Mobility Authority shall negotiate the Supplemental Agreement scope with the Surveyor, and then process the final Supplemental, subject to final written approval by the Mobility Authority.

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

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

## **ARTICLE 5 SCHEDULE**

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

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

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

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

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

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

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

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

**A. Notice.** Should the Mobility Authority desire to suspend a Work Authorization but not terminate the Contract, the Mobility Authority may verbally notify the Surveyor followed by written confirmation, giving fifteen (15) days prior notice. Both parties may waive the fifteen (15) day notice requirement in writing.

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

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

## **ARTICLE 7 CHANGES IN WORK**

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

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

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

**ARTICLE 8  
OWNERSHIP OF DATA**

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

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

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

**ARTICLE 9  
PUBLIC INFORMATION AND CONFIDENTIALITY**

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

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

**ARTICLE 10  
PERSONNEL, EQUIPMENT AND MATERIAL**

**A. Surveyor Resources.** The Surveyor shall furnish and maintain quarters for the performance of all Services, in addition to providing adequate and sufficient personnel and equipment to perform the Services required under the Contract. The Surveyor 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 Mobility Authority.

**B. Removal of Contractor Employee.** All employees of the Surveyor assigned to this Contract shall have such knowledge and experience as will enable them to perform the duties

assigned to them. The Mobility Authority may instruct the Surveyor to remove any employee from association with work authorized in this Contract if, in the sole opinion of the Mobility Authority, the work of that employee does not comply with the terms of this Contract or if the conduct of that employee becomes detrimental to the work.

**C. Replacement of Key Personnel.** The Surveyor must notify the Mobility Authority in writing as soon as possible, but no later than three (3) business days after a project manager or other key personnel is removed from association with this Contract, giving the reason for removal.

**D. Mobility Authority Approval of Replacement Personnel.** The Surveyor may not replace the project manager or key personnel, as designated in the applicable Work Authorization, without prior consent of the Mobility Authority. The Mobility Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Mobility Authority determines that the new project manager or key personnel is not acceptable, the Surveyor may not use that person in that capacity and shall replace him or her with one satisfactory to the Mobility Authority within thirty (30) days.

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

## ARTICLE 11 SUBCONTRACTING

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

**B. DBE Compliance.** The Surveyor's subcontracting program shall comply with the requirements of Exhibits E and F of Attachment B - Work Authorization(s).

**C. Required Provisions.** All subcontracts for professional services shall include the provisions included in this Contract and any provisions required by law. The Surveyor is authorized to pay subcontractors in accordance with the terms of the subcontract.

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

**E. Invoice Approval and Processing.** All subcontractors shall prepare and submit their invoices on the same billing cycle and format as the Surveyor (so as to be included in invoices submitted by the Surveyor), and in the event that the cycles are not concurrent, a detailed explanation will be submitted to the Mobility Authority.

## **ARTICLE 12 INSPECTION OF WORK**

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

**B. Reasonable Access.** If any review or evaluation is made on the premises of the Surveyor or a subcontractor under this Article, the Surveyor shall provide and require its subcontractors 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 13 SUBMISSION OF REPORTS**

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

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

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

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

**C. Excusable Delays.** Except with respect to defaults of subcontractors, the Surveyor 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 Surveyor. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

**ARTICLE 15  
TERMINATION**

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

- (1) by mutual agreement and consent, in writing from both parties;
- (2) by the Mobility Authority by notice in writing to the Surveyor as a consequence of failure by the Surveyor to perform the Services set forth herein in a satisfactory manner or if the Surveyor violates the provisions of Article 22, Gratuities, or Exhibit E to Attachment B, DBE 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 Mobility Authority for its convenience and in its sole discretion, not subject to the consent of the Surveyor, by giving thirty (30) days written notice of termination to the Surveyor; or
- (5) by satisfactory completion of all services and obligations described herein.

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

**C. Value of Completed Work.** If the Surveyor defaults in the performance of this Contract or if the Mobility Authority terminates this Contract for fault on the part of the Surveyor, the Mobility Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in the applicable Work Authorization) by the Surveyor 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 Mobility Authority; (4) the cost to the Mobility 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 Mobility Authority of the work performed.

**D. Calculation of Payments.** The Mobility Authority shall use the fee structure established by the applicable Work Authorization in determining the value of the work performed up to the time of termination. In the event that a cost plus fixed fee basis of payment is utilized in



a Work Authorization, any portion of the fixed fee not previously paid in the partial payments shall not be included in the final payment.

**E. Surviving Requirements.** The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Mobility Authority and the Surveyor under this Contract, except for those provisions that establish responsibilities that extend beyond the Contract period, including without limitation the provisions of Article 17.

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

## **ARTICLE 16 COMPLIANCE WITH LAWS**

The Surveyor 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 Mobility Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. When required, the Surveyor shall furnish the Mobility Authority with satisfactory proof of its compliance therewith.

## **ARTICLE 17 INDEMNIFICATION**

**THE SURVEYOR SHALL INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS (WHICH, FOR THE PURPOSES OF THIS AGREEMENT, SHALL INCLUDE THE MOBILITY AUTHORITY'S GEC, GENERAL COUNSEL, BOND COUNSEL, FINANCIAL ADVISORS, TRAFFIC AND REVENUE ENGINEERS, TOLL OPERATIONS/COLLECTIONS FIRMS, AND UNDERWRITERS) 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 SURVEYOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WITH RESPECT TO THE SURVEYOR'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT. IN SUCH EVENT, THE SURVEYOR SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS (AS DEFINED ABOVE) FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE**

**EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS (AS DEFINED ABOVE), IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE SURVEYOR SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE SURVEYOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OR TO THEIR CONDUCT.**

**ARTICLE 18  
ROLE OF GENERAL ENGINEERING CONSULTANT**

The Mobility Authority will utilize a General Engineering Consultant (“GEC”) to assist in its management of this Contract. The GEC is an independent contractor and is authorized by the Mobility Authority to provide the management and technical direction for this Contract on behalf of the Mobility Authority. All the technical and administrative provisions of the Contract shall be managed by the GEC, and the Surveyor 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 Mobility Authority; however, requests for such amendments or adjustments shall be made through the GEC, who shall forward such requests to the Mobility Authority with its comments and recommendations.

Should any dispute arise between the General Engineering Consultant and the Surveyor, concerning the conduct of this Contract, either party may request a resolution of said dispute by the Executive Director of the Mobility Authority or his designee, whose decision shall be final. The parties shall first try to resolve the dispute at the lowest level practical. In the event that an agreement cannot be reached, the Surveyor may schedule a meeting with the GEC Program Manager. If an agreement cannot be reached at this level, then a meeting will be scheduled with the Mobility Authority and the GEC Program Manager, so the Surveyor can present its case. The Mobility Authority’s decision in the matter will be final. In no case will the Surveyor go directly to the Mobility Authority with a dispute unless the Surveyor believes that the GEC is violating, or is directing the Surveyor to take an action which would violate, any laws or similar provisions described in Article 16 or any ethical obligations owed to the Mobility Authority.

**ARTICLE 19  
SURVEYOR’S RESPONSIBILITY**

**A. Accuracy.** The Surveyor shall have total responsibility for the accuracy and completeness of the documents prepared under this Contract and shall check all such material accordingly.

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

to time and cost, provided that the Mobility Authority shall ultimately determine the solution that is chosen.

**C. Seal.** The responsible Surveyor shall sign, seal and date all appropriate Surveying submissions to the Mobility Authority in accordance with the Professional Land Surveying Practice Act and the rules of the Texas Board of Professional Land Surveyors.

**D. Resealing of Documents.** Once the work has been sealed and accepted by the Mobility Authority, the Mobility Authority, as the owner, will notify the Surveyor, in writing, of the possibility that a Mobility Authority surveyor, as a second surveyor, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second surveyor will affix his seal to any work altered, completed, corrected, revised or added. The second surveyor 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 Surveyor's design.

## **ARTICLE 20 NONCOLLUSION**

**A. Warranty.** The Surveyor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Surveyor, to solicit or secure this Contract and that it has not paid or agreed to pay any company or Surveyor 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 Mobility Authority shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## **ARTICLE 21 INSURANCE**

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

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

|                 |   |
|-----------------|---|
| Bodily Injury   | \$1,000,000 each occurrence                               |
| Property Damage | \$1,000,000 each occurrence<br>\$2,000,000 for aggregates |

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

**B. Professional Liability Insurance.** Surveyor 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 Surveying activities, including environmental related activities, with respect to the project, including coverage for negligent acts, errors or omissions by any member of the Surveyor and its subcontractors and subconsultants(including, but not limited to design subcontractors and subconsultants) of any tier.

**C. Workers Compensation.** Surveyor shall provide and maintain worker's compensation insurance coverage with statutory benefits, and Employers Liability insurance coverage, with limits not less than \$1,000,000.

**D. Automobile Liability Insurance.** Surveyor shall provide and maintain automobile liability insurance coverage in the amount of \$1,000,000 per occurrence for bodily injury and property damage.

**E. Subcontractor Insurance Coverage Election.** If a subcontractor selected by the Surveyor to perform work associated with this Contract is unable to secure insurance coverage in the amounts set forth in this Article 21, Surveyor may provide to the Mobility Authority an explanation of coverages that a subcontractor does possess, why those coverages are adequate to cover the potential exposure for the work to be performed by the subcontractor, and an acknowledgement that the Surveyor remains liable for the work performed under the contract, including that performed by the subcontractor. The Mobility Authority may, in its sole discretion, elect to accept the insurance coverage obtained by the subcontractor in lieu of the coverage required by this Article 21.

## **ARTICLE 22 GRATUITIES**

**A. Employees Not to Benefit.** Mobility Authority policy mandates that the director, employee or agent of the Mobility 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 Mobility Authority.

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

## ARTICLE 23

### DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

The Surveyor agrees to comply with the DBE requirements and reporting guidelines set forth in Exhibits E and F of Attachment B - Work Authorization(s). The DBE Goal established for this project is 5%. The Surveyor also agrees to comply with the DBE subcontracting plan that was included in the response that the Surveyor submitted to the Mobility Authority's Request for Qualifications.

## ARTICLE 24

### CIVIL RIGHTS COMPLIANCE

**A. Compliance with Regulations.** The Surveyor shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

**B. Nondiscrimination.** The Surveyor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

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

**D. Information and Reports.** The Surveyor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Mobility Authority or the FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Surveyor is in the exclusive possession of another who fails or refuses to furnish this information, the Surveyor shall so certify to the Mobility 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 Surveyor's noncompliance with the nondiscrimination provisions of this Contract, the Mobility 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 Surveyor under the Contract until the Surveyor complies; and/or
- (2) cancellation, termination, or suspension of the Contract, in whole or in part.

**ARTICLE 25  
PATENT RIGHTS**

The Mobility 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 Surveyor under this Contract.

**ARTICLE 26  
DISPUTES**

The Surveyor shall be responsible for resolving all contractual and administrative issues that arise from any purchase or contract made by the Surveyor in support of the Services required by this Contract.

**ARTICLE 27  
ASSIGNMENT**

The Surveyor shall not assign, subcontract, or transfer its interest in this Contract without the prior written consent of the Mobility Authority.

**ARTICLE 28  
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 29  
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 30  
CONFLICT OF INTEREST**

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

**ARTICLE 31  
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 32  
SIGNATORY WARRANTY**

The undersigned signatory for the Surveyor 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 Mobility Authority authorization to enter into this Contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the Mobility Authority to enter into this Contract.

**ARTICLE 33  
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 Surveyor:

Chris Conrad, R.P.L.S.  
McGray & McGray Land Surveyors, Inc.  
3301 Hancock Drive, Suite 6  
Austin, TX 78731

Email: [chrisc@mcgray.com](mailto:chrisc@mcgray.com)

In the case of the Mobility Authority:

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

Email: [mstein@mobilityauthority.org](mailto:mstein@mobilityauthority.org)

with a copy to:

Justin Word  
Central Texas Regional Mobility Authority  
3300 North IH 35, Suite 300  
Austin, TX 78705

Email: [jword@mobilityauthority.com](mailto:jword@mobilityauthority.com)

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 34 BUSINESS DAYS AND DAYS**

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

#### **ARTICLE 35 INCORPORATION OF PROVISIONS**

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

#### **ARTICLE 36 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 Mobility Authority and the Surveyor, 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 Surveyor'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 36, 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 Mobility Authority shall have the right to determine, in its sole discretion, which provision applies.

IN WITNESS WHEREOF, the Mobility Authority and the Surveyor have executed this Contract in duplicate.

**THE SURVEYOR**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

Judith J. McGray  
 (Signature)  
Judith J. McGray  
 (Printed Name)  
President  
 (Title)  
12-17-2015  
 (Date)

Mike Heiligenstein  
 (Signature)  
Mike Heiligenstein  
 Executive Director  
1/4/16  
 (Date)

**Attachments and Exhibits to Contract for Survey Quality Assurance Services**

| Attachments | Title                           |
|-------------|---------------------------------|
| A           | Rate Schedule                   |
| B           | Work Authorization              |
| C           | Supplemental Work Authorization |

ATTACHMENT A

RATE SCHEDULE

**McGray & McGray Land Surveyors, Inc.**

| POSITION                 | HOURLY BILLING RATE* |
|--------------------------|----------------------|
| Principal                | \$190.00             |
| Project Manager          | \$165.00             |
| RPLS                     | \$145.00             |
| Field Coordinator        | \$98.00              |
| GPS Processing           | \$108.00             |
| Senior Survey Technician | \$96.00              |
| Survey Technician        | \$88.00              |
| LiDAR Technician         | \$98.00              |
| Researcher (Abstractor)  | \$73.00              |
| Administrative           | \$63.00              |

\*Per 2014 Negotiated OH Rate of 162.50% and 12% Profit

| HOURLY RATES - SPECIAL                 | HOURLY BILLING RATE |
|--|---------------------|
| Survey Crew - 1 Man Crew               | \$110.00            |
| Survey Crew - 2 Man Crew               | \$150.00            |
| Survey Crew - 3 Man Crew               | \$186.00            |
| Real Time Kinematic (RTK) Crew + Rover | \$220.00            |
| GPS Field Person + GPS                 | \$150.00            |
| LiDAR Scanner                          | \$100.00            |
| Additional Vehicle                     | \$70.00             |
| ATV                                    | \$85.00             |

**Subconsultant - Surveying and Mapping,  
LLC**

**Photogrammetry Services**

| <b>HOURLY RATES</b>                    | <b>HOURLY BILLING RATE</b> |
|--|----------------------------|
| Photogrammetry Project Manager         | <b>\$153.00</b>            |
| Photogrammetrist                       | <b>\$112.00</b>            |
| QA Specialist                          | <b>\$98.00</b>             |
| Flight and Control Planning Technician | <b>\$99.00</b>             |
| Aerial Triangulation Specialist        | <b>\$98.00</b>             |
| LiDAR Calibration Specialist           | <b>\$99.00</b>             |
| LiDAR Technician                       | <b>\$98.00</b>             |
| Digital Ortho Specialist               | <b>\$98.00</b>             |
| Compilation Specialist                 | <b>\$87.00</b>             |
| GIS Specialist                         | <b>\$98.00</b>             |

**\*Per OH Rate of 180.94% and 12% Profit**

| <b>HOURLY RATES - SPECIAL</b>          | <b>HOURLY BILLING RATE</b> |
|--|----------------------------|
| Survey Crew - 1 Man Crew               | <b>\$110.00</b>            |
| Survey Crew - 2 Man Crew               | <b>\$150.00</b>            |
| Survey Crew - 3 Man Crew               | <b>\$186.00</b>            |
| Real Time Kinematic (RTK) Crew + Rover | <b>\$220.00</b>            |
| GPS Field Person + GPS                 | <b>\$150.00</b>            |
| LiDAR Scanner                          | <b>\$100.00</b>            |
| Additional Vehicle                     | <b>\$70.00</b>             |
| ATV                                    | <b>\$85.00</b>             |

**Understanding of Geospatial Services:**

Airborne data acquisition fees will be provided based on project requirements



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 25, 2020  
**AGENDA ITEM #10**

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183 South Project update

|                           |  |
|---------------------------|--|
| Strategic Plan Relevance: | Regional Mobility                          |
| Department:               | Engineering                                |
| Contact:                  | Justin Word, P.E., Director of Engineering |
| Associated Costs:         | N/A  |
| Funding Source:           | N/A  |
| Action Requested:         | Briefing and Board Discussion Only         |

Briefing on the 183 South Project.

Backup Provided:            Presentation



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 25, 2020  
**AGENDA ITEM #11**

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Executive Director Board Report

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

Executive Director Board Report:

- A. Strategic Plan update.
- B. Effect of COVID-19 on agency operations.
- C. Time extension for the 183 North procurement.

Backup Provided: Presentation



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 25, 2020  
AGENDA ITEM #12

---

Executive Session

*Executive Session:*

Discuss acquisition of one or more parcels or interests in real property needed for the ultimate configuration of the 183A/SH 29 interchange and related legal issues, pursuant to §551.072 (Deliberation Regarding Real Property) and §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 25, 2020  
AGENDA ITEM #13

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Executive Session

*Executive Session:*

Discuss acquisition of one or more parcels or interests in real property needed to serve as a headquarters for the Central Texas Regional Mobility Authority and related legal issues, pursuant to §551.072 (Deliberation Regarding Real Property) and §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 25, 2020  
**AGENDA ITEM #14**

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Executive Session

*Executive Session:*

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





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 25, 2020  
**AGENDA ITEM #15**

---

Executive Session

*Executive Session:*

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 25, 2020  
AGENDA ITEM #16

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Executive Session

*Executive Session:*

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 25, 2020  
**AGENDA ITEM #17**

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Approve the purchase of a certain parcel for the  
ultimate configuration of the 183A / SH29  
interchange

Strategic Plan Relevance: Regional Mobility  
Department: Engineering / Law  
Contact: Justin Word P.E., Director of Engineering / Geoff  
Petrov, General Counsel  
Associated Costs: TBD  
Funding Source: General  
Action Requested: Consider and act on draft resolution

Summary:

CVS Pharmacy owns an unimproved 2.21-acre parcel located at the southeast corner of US 183 and SH 29 in Williamson County. The property is located within the footprint of the future SH29 controlled access corridor, and partially within the CTRMA's 183A expansion and direct connect footprint. Although the property is not needed for immediate construction, a purchase at this time would protect the corridor footprint from future development as the Liberty Hill area rapidly grows, and would prevent a more costly future acquisition if the property became improved.

Backup provided: To be provided at the Board Meeting



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 25, 2020  
**AGENDA ITEM #18**

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Adjourn Board Meeting

|                           |   |
|---------------------------|---|
| Strategic Plan Relevance: | Regional Mobility/Economic Vitality/ Sustainability |
| Department:               | Executive   |
| Contact:                  | Mike Heiligenstein, Executive Director              |
| Associated Costs:         | N/A   |
| Funding Source:           | N/A   |
| Action Requested:         | Discussion only                                     |

Summary:

Adjourn Board Meeting.